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Mr. Gaston felt it was important to understand that A.B. 247 would allow a "win/win" situation. Presently, he added, garnishments were made on a one-at-a-time basis, each instance garnering only a portion of the whole judgment. Keeping in mind each instance could be as much as \$75 in costs, the resultant expense to all parties was significant.

There were two schools of thought exposed in discussion. Several committee members expressed concern for the employee's rights, whereas others were concerned about employers' rights. At issue, especially, was section 4 dealing with the employer's obligations and penalties for not carrying out those obligations. While Mr. Sourwine stated the Bar Association took no stand on section 4, several committee members were opposed to any imposition of sanctions to the employer in the exercise of garnishment. This objection was based upon their belief that an employer had the right to discharge an employee and operate his business as he saw proper. Mr. Callister was adamant, however, that section 4 remain intact, saying, "It's critical to have an explicit statement of state policy that it would be absolutely inappropriate for any employer to sanction an employee because he had had financial difficulties that resulted in a judgment against him. I think that's why the language is there and that's why it's been lifted from 31A and parroted again here."

It was suggested by Mr. Regan that a fee be allowed the employer for making the collection. The following discussion resulted in a suggestion by Mr. O'Reilly that the entire bill be redrafted using the terms of "judgment creditor" and "judgment debtor," rather than plaintiff and defendant. Chairman Sader asked Mr. Callister to work with him to rewrite substantive issues dealing with the status of the employer and creating causes of action against the employer, as well as clarifying technical and wording problems with the bill.

Final testimony was taken from Charlotte Shaber, President of National Factors (a collection agency in Carson City), and also representing the Nevada Collectors' Association. There were two areas which Ms. Shaber addressed:

1. Ms. Shaber asserted the Interrogatories contained in section 6 (current statutory language) were unnecessary exercises and should be eliminated from the law.

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2. The Federal Fair Debt Collection Practices Act, Ms. Shaber said, provided that an employer could not terminate a debtor for one garnishment. For reasons of garnishment, an employee could be terminated only after the third instance, and this Act did, in fact, apply to all judgments, both state and federal.

In summary, Ms. Shaber said she was just suggesting that those reworking the law should consider existing federal law, as well as all aspects of state law.

ASSEMBLY BILL NO. 249 - Clarifies scope of exemption from elimination of joint and several liability for concerted acts of defendants

Chairman Sader said that problems dealing with concerted acts had arisen which had not been foreseen or agreed to by either side in the debate on tort reform proposals during the previous session. This law arose from a "compromise" in the 1987 session. The clarification of concerted acts of health care providers was within the intent of 1987 legislation. Mr. Sader said he did not consider A.B. 249 a new substantive change -- only a clarification.

Opening testimony in support was heard from Larry Matheis, Executive Director of the Nevada State Medical Association, who read a statement into the record (see Exhibit C).

The next testimony was heard from Dr. John Scott, Chairman of the Nevada Medical Association's Committee on Governmental Affairs. Dr. Scott read a statement into the record (see Exhibit D), and added there was an additional problem with S.B. 511 (from the 1987 Legislative Session) which concerned the early settlement by one or more of the parties involved. If one of the parties settled, that could leave the non-settling party liable for more than his true percentage of attributable negligence. Dr. Scott said he did not believe this was the intent of negotiations in 1987. He suggested this could be rectified in A.B. 249, line 18, by bracketing "not thereafter" and changing "nor" (in the same line) to "and."

Additional supporting testimony was taken from Robert Byrd, President of Nevada Medical Liability Insurance Co., who said, "On behalf of my company, we are in favor of A.B. 249. ... I intended to say I think the intent was clear, but

MINUTES OF THE  
ASSEMBLY COMMITTEE ON JUDICIARY

Sixty-fifth Session  
March 28, 1989

The Assembly Committee on Judiciary was called to order by Chairman Robert M. Sader at 8:05 am on Tuesday, March 28, 1989, in Room 240 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda, Exhibit B is the Attendance Roster.

MEMBERS PRESENT:

Robert M. Sader, Chairman  
John C. Carpenter  
Vonne Chowning  
Renee L. Diamond  
Robert E. Gaston  
James Gibbons  
Bill Kissam  
Gene Porter  
Mike McGinness  
John Regan  
Gaylyn J. Spriggs  
Vincent L. Triggs  
Wendell P. Williams  
Jane A. Wisdom

MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

Jennifer Stern, Legislative Counsel Bureau

OTHERS PRESENT:

Marc J. Fowler-Washoe County Sheriff  
Dan Ernst-Sparks Constable  
Jim Spencer-Department of Administration  
Judy Matteucci-Department of Administration  
Rochelle Summers-Department of Administration  
Marianne Aragon-Washoe County Sheriff's office  
Charlotte Shaber-National Business Factors  
George McNally-Nevada Trial Lawyers  
Bill Bradley-Nevada Trial Lawyers  
Fred Hillerby-NV Manufacturers Association  
John Sande III-NV Bankers Association  
John Pappageorge-Clark County

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Following roll call, the chairman opened the hearing on AB 247.

ASSEMBLY BILL 247- Allows for continuing garnishment until amount demanded in writ is satisfied.  
(BDR 3-388)

Assemblyman Matt Callister, Clark County-District 1, led the testimony as the bill's prime sponsor.

"When you, the plaintiff, sue someone," he began, "and after due process obtain a judgment, the tricky part becomes how to collect upon that judgment."

He testified the simplest method of collection was to garnish the paycheck of an employee at the employer level. He stated as an attorney it was unfortunate to have to go through that process and then bill his client, the plaintiff, for the expenditure, but it often was the only way at this time to be able to offer the judgment creditor recovery on the judgment.

Using the example of an employee of Caesar's Palace having a judgment, he continued it was necessary to prepare two legal documents in order to collect. The first document was a writ of garnishment, and the second, written instructions to the sheriff or constable. The documents, along with the appropriate fees are filed with the county, who in turn sends the sheriff or constable to serve the writ upon the employer, Caesar's Palace.

Caesar's Palace must either respond in writing that the individual is no longer employed with them, or attach the employee's paycheck up to 25 percent of net proceeds, send the garnished wages back to the sheriff, who in turn delivers it to Mr. Callister's firm for the plaintiff.

"It is an unduly circuitous and burdensome procedure, and I think it is very expensive," Mr. Callister iterated, "But it is very important to note there are two particular costs involved-one at the county level, and the other for serving the writ of garnishment..."

He proposed the writ remain in effect until the judgment was satisfied in full in lieu of repeating the procedure every pay cycle. Admitting it would mean a reduction in income to sheriffs and constables, Mr. Callister noted the time reduction involved for their staffs.

He said the federal government already had continuing garnishments, and in some instances the state provided for them, such as failure to pay child support. He opined the proposal simplified a lengthy process and allowed for streamlining.

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The Chairman told the committee he had received word from the Welfare Division of new federal requirements which would mandate changes in the present wage withholding law on child support. He asked Mr. Callister if the necessary language could be included in this bill, to which Assemblyman Callister replied he had no objection.

Marc J. Fowler and Marianne Aragon, representing the Washoe County Sheriff's Office-Civil Division, testified in opposition to the bill. (Exhibit C). Mr. Fowler explained Washoe County would lose \$14,000 per year in repeat garnishment revenue if AB 247 was passed. Stating approximately 80 percent of garnishments were repeats, he clarified it was the sheriff, not the attorney, who prepared the writs of garnishment in Washoe County and then served them, adding the average fee for this service was \$15.

An on-going garnishment, he continued, would tie one debtor to one creditor indefinitely. Other creditors would have to wait as long as six years, on the first debt served by garnishment. Collection on multiple judgments would be delayed indefinitely.

Mr. Sader asked Mr. Fowler if a subsequent creditor would have any voice in prioritizing garnishment debts, adding Mr. Callister's suggestion was to leave the issue of prioritizing up to the court's discretion since a formula could prove to be inflexible.

Mr. Fowler answered his procedure now was "first in time," that is, first come, first served. He added his office would also lose the commissions they were allowed to charge for executions, which would amount to approximately \$6,000 per year if the bill was passed, and the public would have to pay for the collection of private debts.

Mr. Carpenter asked the witness if he now served garnishments every two weeks. Mr. Fowler answered he did not, adding the procedure was generally repeated on a monthly basis.

"If you garnish 25 percent of someone's paycheck every two weeks, we could be forcing some of these people into bankruptcy," opined Mr. Fowler.

Another issue troubling Mr. Fowler was the mountain of paper work under current law which still had to be completed if the bill passed. He added if the sheriff's office would still complete it, there would be no income intake.

Mr. Kissam spoke in support of the bill.

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Mr. Gibbons asked Mr. Fowler if his office was not required to repeatedly serve garnishments, would his work load substantially drop.

Mr. Fowler answered repeat garnishments were only a small percentage of his office's duties, and were filtered in with services provided to other governmental agencies.

Dan Ernst, Constable of Sparks Township, spoke in opposition to the bill. He referred to a letter from the Constable of North Las Vegas. (See Exhibit D). He testified Washoe County could lose as much as \$35,000 in fees alone. Citing the mountains of paperwork necessary to process paychecks under a continuing garnishment, he complained he would receive no revenue if the bill passed.

Chairman Sader asked the witness if his office took a commission on the writs when served. Mr. Ernst replied his office was allowed to take 2 percent, but did not.

"Would you prefer," began Mr. Sader, "if we pass this bill, not to have the bookkeeping at all, or to have it and take the commission?"

It was Mr. Ernst's belief taking commissions was unfair to the defendant, and he preferred not to do so.

Mr. Fowler preferred to keep the books and take the commission. Both Mr. Fowler and Mr. Ernst wanted the paperwork, but neither wanted it without remuneration.

Mr. Ernst pointed out several counties in California had discovered continuing garnishment did not work, and had discontinued the practice.

Mr. Sader agreed there could be significant problems with the practice, including debtors claiming not to have received their money. "What if we raised the fees," the chairman asked the witnesses. "Would you prefer a flat fee or a percentage fee?"

Mr. Ernst replied he would prefer a flat fee, stating the amount of paper work and responsibility to the court was the same no matter what amount was being garnished. He said all types of notices took the same amount of time to handle and suggested a \$10 fee.

John Sande, on behalf of the Nevada Banker's Association, testified in support of any legislation which would streamline the process of garnishment.

Fred Hillerby, representing the Nevada Manufacturing Association, also supported the bill and its concepts. He

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commented, however, that garnishing up to 25 percent was a major problem with a large population of minimum-wage workers. He suggested a sliding scale fee schedule.

John Pappageorge, representing Clark County, testified the fiscal impact for Clark County was an estimated \$100,000 if the bill was passed.

Chalotte Shaber, National Business Factors, voiced concern over continuing garnishment being a hardship on those garnished. She suggested 90 days was a reasonable length of time for the writ to be in effect. She also suggested the potential problem of the creditor denying receiving payment could be avoided with an affidavit going directly to the court instead of the sheriff, thereby simplifying the process.

The hearing was closed on AB 247 and opened on AB 320.

ASSEMBLY BILL 320- Provides for indemnification of certain independent contractors with state who provide medical services. (BDR 3-4)

No one testified in support of AB 320.

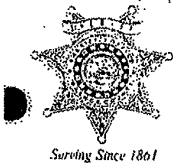
Mary Finnell, State Risk Manager, spoke against the bill, stating it would have a fiscal impact and should be referred to Ways and Means. She testified the bill originated from the reluctance of insurance companies to work with doctors who contracted medical services to the prisons in the 1987 legislative session. She informed the committee the Department of Prisons had been amended out of the statute, and voiced concern that the Division of Mental Health and Retardation consisted of an entirely different area of liability and must be studied.

Bill Bradley from the Nevada Trial Lawyers voiced opposition to granting immunity to any providers not already enumerated in the statute. He opined the bill was directed at those people who needed protection the most, those in mental hospitals. He stated abuse was a known problem in such places, and the way to solve the problem was not to grant more individuals freedom from liability, which would foster the problem, saying "...immunity breeds contempt..."

The hearing was closed on AB 330 and opened on AB 411.

ASSEMBLY BILL 411- Clarifies state's right of subrogation under program for compensation of victims of crime.  
(BDR 16-569)

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WASHOE COUNTY SHERIFF'S OFFICE

VINCENT G. SWINNEY  
Sheriff

911 PARR BOULEVARD  
RENO, NEVADA 89512 - 1000  
TELEPHONE: (Area 702) 828-3000

March 27, 1989

Assemblyman Robert Sader  
Chairman, Assembly Judiciary Committee  
Capitol Complex  
Assembly Chambers  
Carson City, Nevada 89701

Dear Sir:

This letter is to state our objections to Assembly Bill 247, An Act relating to garnishment.

Under this bill the bookkeeping extends indefinitely for the Sheriff/Constable, with no fee due to the sheriff or constable for the bookkeeping, deposits made, returns to the court or disbursement of funds.

Our collected fees under AB 247 would then have to be absorbed by the tax payer and public employees for collection of private debts, hence the Fiscal Note showing no effect on local government is in error.

This bill would also allow for a single plaintiff to tie up a defendant for his debt alone, preventing any other plaintiff from obtaining a garnishment under execution until satisfaction of the existing claim. This would benefit collection services primarily, and could prevent the ordinary citizen from remedy.

Approximately 80% of the garnishments currently served by this office are repeats of prior services. These generate approximately \$14,000.00 per year in revenue for Washoe County or 15% of all revenue generated by service of civil process. The fee for each service is, with mileage, approximately \$15.00 which pays for delivery of the process, bookkeeping and related functions.

I offer to you the testimony of my staff on this matter and will have them available to you and your committee on March 28, 1989.

Sincerely,

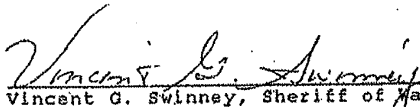
  
Vincent G. Swinney, Sheriff of Washoe County

EXHIBIT C

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1.1/89

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LOUIS A. TABAT  
CONSTABLE

CONSTABLE'S OFFICE  
NORTH LAS VEGAS TOWNSHIP  
8916 North Bruce Street  
North Las Vegas, Nevada 89130

TELEPHONE  
702.355.7966

CHAPTER 31 NRS

AB 247

SECTION 2

We understand that this bill was introduced by the private process service agencies. As it stands the server must now have his office fill out a Writ of Execution and a Writ of Garnishment and then bring it to the court and pay a filing fee. When they finish with the court they have the writs served by the Constable's office. It is the Constable's duty to serve the garnishment because it is a court order. What the process servers are doing is cutting the cost for themselves by not paying extra filing fees. They would make one copy which is served to the employer and stays in effect until judgment is paid in full or judgment expires after six years unless renewed. That is how the law would read if this law is passed. Lets say that a garnishment is served by Sears, Roebuck & Co. and down the road another company or and individual has a garnishment to serve on the same party he has no chance of collecting any part of it because the law states that only one collection can be made on anyone person per pay period, this is not right as it is now whoever serves the garnishment first would be the recipient, except for the IRS and Child Support Division they take priority. I think that AB 247 is a one sided bill and should be put to rest.

If the process server was allowed to serve the wage garnishment you would not have this bill before you. This is a court order and a Constable or Sheriff must serve it. If this section was to pass where there is a one time service of the Writ of Garnishment, that type of service would put the burden on the employer i.e. Casino's, Construction companies, School District, Motels, Hotels, etc. It is making the employer a collection agent and if the writs were to be served every pay period it would be a constant reminder to the employer. This bill is also penalizing the County of revenues. Justice court would lose anywhere from \$50,000 to \$60,000.00 dollars and District Court averages \$60,000.00 to \$70,000.00 dollars per year. The total combined is a lost to the County of approximately \$120,000.00 to \$130,000.00 in filing fees per year, which is required plus the Deputy Constable and his Deputies are not salaried, this is there livelihood and therefore is not a cost factor to the taxpayers. This bill would also penalize the employer, should he miss a payment and have to go to Court and perhaps pay a heavy fine because he failed to be a good collection agent. The employer is now burdened with many other collections for his employees such as withholding taxes and child support garnishments.

EXHIBIT D

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MINUTES OF THE  
ASSEMBLY COMMITTEE ON JUDICIARY

Sixty-fifth Session  
April 11, 1989

The Assembly Committee on Judiciary was called to order by the Chairman, Robert Sader at 8:05 a.m. on Tuesday, April 11, 1989, in Room 240 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda, There was no Attendance Roster.

MEMBERS PRESENT:

Robert Sader, Chairman  
John C. Carpenter  
Vonne Chowning-Excused  
Renee L. Diamond  
Robert E. Gaston  
James Gibbons  
Bill KISSAM  
Mike McGinness  
Gene Porter, Vice Chairman  
John Regan  
Gaylyn J. Spriggs  
Vincent L. Triggs  
Wendell P. Williams  
Jane A. Wisdom

MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

Jennifer Stern, Legislative Counsel Bureau

OTHERS PRESENT:

Assemblyman Courtenay Swain, District 28  
Assemblyman Matt Callister, District 1

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Assembly Bill 452- Authorizes financial institution to establish authenticity of its records by affidavit of custodian of records. (BDR 4-537)

There were minor technical amendments only.

ASSEMBLYMAN DIAMOND MOVED TO AMEND AND DO PASS.

SECONDED BY ASSEMBLYMAN REGAN.

MOTION CARRIED UNANIMOUSLY.

The workshop opened on AB 247.

Assembly Bill 247- Allows for continuing garnishment until amount demanded in writ is satisfied. (BDR 3-388)

The bill's prime sponsor, Assemblyman Matt Callister, Clark County District 1, explained amendment number 181 to AB 247. (Exhibit E). He testified a cap of 180 days was added in which the continuing garnishment could be in effect. If at the end of that time the writ was not satisfied, the procedure would need to be repeated.

Chairman Sader asked the witness how to stop the process.

Mr. Callister stated there was an official procedure in place to be served on the employer to stop garnishment. He continued the court determined the priority of claims, but child support must come first.

Mrs. Diamond raised the concern who would keep track of the paper trail.

Mr. Callister replied the Sheriff or Constable would have the same paper trail, but only every 180 days.

Mr. Regan asked about the fiscal note to the counties.

Mr. Sader answered there would be little income loss to those counties with sheriffs, but there would be a loss in old townships which had unsalaried constables.

ASSEMBLYMAN PORTER MOVED AMEND AND DO PASS OF AB 247.

SECONDED BY ASSEMBLYMAN WISDOM.

There was discussion between Mrs. Spriggs and Mr. Callister regarding income loss to counties.

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Mr. Gaston pointed out constables may lose income, but if the bill did not pass, it would continue to be those garnished who were in fact paying their salaries.

MOTION PASSED. ASSEMBLYMEN CHOWNING, SPRIGGS AND SADER VOTED NO.

The Chairman distributed amendment number 372 to AB 3.

Assembly Bill 3- Authorizes court to require parent in arrears in payment of support for children to make security deposit to secure future payments.  
(BDR 11-558)

Mr. Sader reminded the committee that concepts were taken from other bills and put into AB 3. In addition, there were various technical changes.

Mr. Porter questioned the ability of the Welfare Division or District Attorney's office to petition for a review, and added, "...If the parents don't have a gripe, then why should the state be allowed...to bring these people back into court for review."

Mr. Sader concurred with Mr. Porter, saying the amendment was not worded closely enough, but he could think of two areas in which the state would have legitimate interest. The first would be if the state were involved in the enforcement of the order, and the second, if the state had expended sums on behalf of the child.

Mr. Triggs suggested the bill be amended to be consistent with statutes for handicapped children.

ASSEMBLYMAN WISDOM MOVED AMEND TO INCLUDE MR. PORTER'S AND MR. TRIGGS' CONCERNS AND DO PASS

SECONDED BY ASSEMBLYMAN GIBBONS.

Mrs. Spriggs went on record in opposition to the bill, saying she suggested going after the non-custodial parents who were in default already.

Mr. Regan pointed out the committee had previously intended to add a provision allowing the custodial parent to place a lien in order to prevent using bankruptcy as a shield. This was not included in the amendment.

The chairman responded the protections were adequate without additional language.

(1.1.1.1)



4-14-1989

Roll call on Assembly Bill No. 195:

YEAS—41.  
NAYS—None.  
Absent—Sheerin.

Assembly Bill No. 195 having received a constitutional majority, Mr. Speaker declared it passed, as amended.  
Bill ordered transmitted to the Senate.

Assembly Bill No. 209.

Bill read third time.

Remarks by Assemblyman Callister.

Roll call on Assembly Bill No. 209:

YEAS—41.  
NAYS—None.  
Absent—Sheerin.

Assembly Bill No. 209 having received a constitutional majority, Mr. Speaker declared it passed, as amended.  
Bill ordered transmitted to the Senate.

Assembly Bill No. 247.

Bill read third time.

Remarks by Assemblymen Callister, Evans, Swain, Adler, Brookman, Sader and McGaughey.

Assemblyman Nevin moved that Assembly Bill No. 247 be taken from the General File and placed on the Chief Clerk's desk.

Remarks by Assemblyman Nevin.

Motion lost on a division of the house.

Remarks by Assemblyman Myrna Williams.

Roll call on Assembly Bill No. 247:

YEAS—27.  
NAYS—Banner, Bogaert, Brookman, Chowning, Humke, Kerns, McGaughey, Nevin, Price, Regan, Sader, Schofield, Swain, Mr. Speaker—14.  
Absent—Sheerin.

Assembly Bill No. 247 having received a constitutional majority, Mr. Speaker declared it passed, as amended.  
Bill ordered transmitted to the Senate.

Assembly Bill No. 297.

Bill read third time.

Remarks by Assemblyman Sader.

Roll call on Assembly Bill No. 297:

YEAS—41.  
NAYS—None.  
Absent—Sheerin.

Assembly Bill No. 297 having received a constitutional majority, Mr. Speaker declared it passed, as amended.  
Bill ordered transmitted to the Senate.

Assembly Bill No. 343.

MINUTES OF THE  
SENATE COMMITTEE ON JUDICIARY

Sixty-fifth Session

April 27, 1989

The Senate Committee on Judiciary was called to order by Chairman Sue Wagner, at 8:00 a.m., on Thursday, April 27, 1989, in Room 213 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda. Exhibit B is the Attendance Roster.

COMMITTEE MEMBERS PRESENT:

Senator Sue Wagner, Chairman  
Senator R. Hal Smith, Vice Chairman  
Senator Joe Neal  
Senator Nicholas J. Horn  
Senator Mike Malone  
Senator Charles W. Joerg  
Senator Dina Titus

STAFF MEMBERS PRESENT:

Jennifer Stern, Legal Counsel  
Marilyn Hofmann, Committee Secretary

ASSEMBLY BILL 247 - Provides for continuing garnishment under certain circumstances.

Testimony of Julien G. (Jay) Sourwine, State Bar of Nevada.

Mr. Sourwine stated the bar supported the concept of the bill, which provides for a garnishment to be effective for 180 days. He said he understood there was opposition to the measure, at least with respect to the portion which provides payment collected under the writ would go directly to the garnishor or the garnishor's attorney. He added the State Bar of Nevada takes no position on that aspect of the bill. Mr. Sourwine continued: "It is the view of the State Bar [of Nevada] that both the judgment creditors and the judgment debtors would be better served if the writ did not have to be served every time you wanted to try to collect." He explained a garnishment is used to collect wages, after a judgment has been rendered, and collection is limited to 25 percent of net disposable earnings. Mr. Sourwine added: "The service of a writ of garnishment on an every time basis requires that you carefully time the service of the writ in order to have it served on an employer on or immediately before payday. Every time you

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serve [the writ] there are additional charges which are tacked onto the debt, so the debtor ends up paying a substantial amount more than the original [amount] of the debt, for the administrative costs in connection with the writ."

Mr. Sourwine indicated the bill, as passed by the Assembly, allows the writ of garnishment to continue for 180 days after it is served. He stated: "We think that is a reasonable period of time. If that doesn't result in complete satisfaction of the debt, then the writ would have to be re-served. The State Bar [of Nevada] believes the present process is far too cumbersome and far too expensive, particularly for the debtors. We support the measure, without taking a position on where the money ought to go...we have no problem with the money going to the sheriff or constable...so that the accounting can be kept by an independent third party."

Testimony of Assemblyman Matthew Callister.

Mr. Callister, the sponsor of A.B. 247, explained the bill was "simply an attempt to reduce the manpower and dollar costs of what I think is a rather archaic system of collecting on judgments. I think we would do well to adopt the federal system, which is the continuing garnishment system...the system which is employed by most progressive jurisdictions that have sought to reduce this costly system of service and re-service...by creating a much simpler vehicle for the collection of indebtedness. We have had success in Nevada with a continuing garnishment system, which is at present the vehicle available if you are collecting upon the Uniform Child Support Act...we know that it works."

Mr. Callister indicated the committee would hear testimony from several constables, "...who view this as a change in procedure that will have a net reduction in their income...because constables make money off of serving and re-serving these writs of garnishment. I don't have an easy answer for you, except to suggest that I think it is better policy to reduce the burden financially on a debtor who could not pay his bills to begin with, and as such, has now been adjudicated a judgment debtor. It is important to realize that this cost is always uniformly passed along to the judgment debtor."

Mr. Callister noted in 80 percent or more of the instances where a person's wages are garnished, "...you now have his attention, and if the debt is not satisfied, he will consult with counsel for the plaintiff...he will structure a voluntary payment schedule. That is a better, cheaper, more cost-

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effective procedure." Mr. Callister referred to the section of the bill relating to accounting practices, and stated: "I can tell you that in Clark County, there is no accounting procedure going on...there is no one in the sheriff's civil bureau who is watching the reducing, declining balance. There is no one totaling that up to verify, as the garnishments come through the sheriff's office...if the amount being garnished or sought is greater or less than the total remaining balance due. That doesn't happen. The people who watch that are the plaintiff's counsel and the defendant's counsel. All that the garnishment passing through the sheriff's office accomplishes, is a guarantee that there is a paper trail. I would suggest that same paper trail will still exist...."

Mr. Callister said since the court system is incapable of monitoring payments against a judgment, "...it is a bit of a red herring to say having the payments going directly to the plaintiff is somehow unsafe...in 80 percent of the cases, that is what already is happening." Senator Malone pointed out a major portion of the income of the various constables comes from the handling of garnishments. He said he believed in Clark County the sum of \$200,000 per year generated by the sheriff's office was placed in the county general fund.

Mr. Callister elaborated on the procedure involved in collecting garnishment funds: "Under the present system...if the sheriff must make a second trip, pick up [the papers] take them back to the sheriff's office...the sheriff's office files the returned writ, separates the check and mails it back to the attorney's office. It is important to note, that the procedure does not entail anyone totaling up the checks...." Mr. Callister responded to Senator Malone's statement regarding the \$200,000 generated by the sheriff's office, which would be reduced by virtue of passage of A.B. 247, and said: "My answer would be there is going to be an equivalent reduction in obligation for work to be performed...the police department would have better use for those officers...."

Testimony of John Sande, Nevada Bankers Association.

Mr. Sande indicated the association would support "...anything which would expedite the garnishment process, and provide less cost to the defendant."

Testimony of Charlotte W. Shaber, National Business Factors, Inc. Collection Service.

Ms. Shaber stated she felt the concept of the legislation was a good one, but there were some concerns. She said Mr. Callister's statement regarding accounting procedures was

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true. She said there was nothing precluding the ability of the garnishee to send the answer to the writ directly to the court, indicating the sums collected were forwarded to the plaintiff, without going through the sheriff. Ms. Shaber said the other area of concern was the 180-day provision set forth in the bill. She stated other states had ruled 90 days was much more equitable. Ms. Shaber added: "If you have not caught their attention in 90 days, they are going to be one of the people that will have to be garnished every time. We are also concerned with bankruptcies. If we keep [the debtors] so tight for so long, they are going to seek other alternatives...."

Ms. Shaber referred to the requirement for interrogatories as a part of the garnishment process, and stated: "These interrogatories are an extra piece of paper that is needed for nothing. It just costs the employer more time and annoyance." She reiterated her opposition to §10 of the bill. Senator Neal asked Ms. Shaber what would happen in a situation where an employer is holding a garnishment, and the defendant makes an arrangement to pay the debt directly to the plaintiff. Ms. Shaber replied a "Release of Garnishment" is filed and served upon the employer.

Senator Wagner asked Mr. Callister how he felt about a 180-day time frame as opposed to a 90-day period of time. Mr. Callister said the bill as originally drafted, had no cap at all. He reiterated earlier testimony that in 80 percent to 90 percent of the time, a debtor, after having wages attached once or twice, will take care of the debt. He added: "It is less expensive for the creditor up front, and the debtor ultimately, to have that kind of arrangement." He said it was important to remember that the law would not expand or reduce a person's exemption. Mr. Callister indicated they wished to create a maximum period of time for those few number of cases in which a continuing garnishment procedure is necessary. He concluded: "If you were to make [the provision] 90 days, then we are not making quite as much of a change as we could."

Mr. Callister referred to §8 of the bill, regarding the discharge of an employee because of a garnishment action. He said the language had been "lifted" from language which was already in the uniform child support-collection statutes. He continued: "At the request of some assemblymen, and over my preferences, it was substantially reduced. I find myself in the odd position of not now representing the best interests of who someone might suspect I was...instead I am trying to say, let's not take some poor guy's job away just because he has not been able to pay his bills. There was a much stiffer sanction initially...I had suggested there ought to be a civil

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penalty for an employer who terminates someone exclusively because he had the bad luck to not be able to pay some bills, and now has a judgment rendered against him. At the request of some of my colleagues, I downgraded that to the language [now in the bill], which is a generic expression of legislative intent. I think we need to have something in the law. You cannot fire somebody just because he was not able to pay his bills."

Mr. Callister then referenced §9.5 of A.B. 247, regarding priority of claims. He said the problem is not a new one, but "...one that exists under the present system. For example, in the area of commercial litigation...when a business fails to pay one bill, it probably has not paid a lot of bills, and there will probably be multiple lawsuits against that defendant...it is kind of a race to see who can get his judgment first, and attempt to collect on that judgment first. Not infrequently, you will find writs...will be served on the same day. A judge has to make a determination of who gets the first crack...under the present law, there is no statute that deals with that." He added he believed the judge should be the arbiter in a multiple-creditor scenario. Mr. Callister said the language of §9.5, states: "...if the named garnishee is the subject of more than one writ of garnishment...the court shall determine the priority...unless the garnishment is for child support...it shall be given first priority."

Mr. Sourwine referred to earlier testimony by Ms. Shaber, that the interrogatory provision in the bill should be removed, and said, "I submit that is not appropriate. The writ of garnishment is used in other situations besides the employment context...you can serve a writ...upon anyone that you think either is holding property that belongs to the judgment debtor, or owes something...you may not be sure. These interrogatories are the way you find out, because the person served is obliged to answer and state whether they are indebted...to the judgment debtor. We don't think it is a useless piece of paper." Senator Malone asked if the interrogatories could be condensed. Mr. Sourwine indicated some of the questions might be combined, but pointed out that the proposed amendment added a question to the interrogatories. Mr. Callister stated he joined with Mr. Sourwine in his opinion. He said he was certain it was a burden to an employer to have to respond to the interrogatories, but the alternative might be a multi-page set of interrogatories written by an attorney, or possibly a subpoena to appear in a courtroom. He concluded: "I think this remedy is the least expensive and most effective remedy we have...."

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Testimony of Fidel Salcedo, Justice of the Peace, Reno Township.

The Judge stated he was not "for or against" the bill, but wished to set forth the following concerns: "\$6.2, regarding a \$3 fee per pay period that the garnishee is entitled to...how do they collect it or whom do they collect it from? There is the potential for a hearing...the concerns I have are the potential hearings, additional to the court; \$7.2...again there are additional hearings created for the judiciary...because we have situations where employers do not respond, and the plaintiffs bring actions back to the court; \$9...it is great to 'let the judge make the decision,' but we have a lot of decisions to make, and this creates another scenario where there are additional hearings before the court; \$11.4...there is a potential for many, many hearings to come out of this one, because we are talking about sending money directly to plaintiffs. I think I can state with conservatism that plaintiffs...in some cases, are not the most reliable people either...." Judge Salcedo reiterated all of his concerns dealt with the additional hearings which he believed would be created by passage of A.B. 247.

Testimony of Rod Barbash, President, Nevada Collectors' Association.

Mr. Barbash indicated his organization was an association comprised of bill collectors in the state. He said they were in agreement with the concept of the bill, but were against the way it was written. He said in his office alone, they send out over 300 executions each month. Mr. Barbash disagreed with Mr. Callister's testimony, and said when a paycheck is attached, "...very few...come back and make an arrangement to pay." He continued: "If we garnish someone's paycheck, and it is on there for 180 days, I would be a fool to release the paycheck if they did come back and want to make arrangements. If I did release it, my competitor or someone else with a judgment might come in...I would have to go back to the end of the line." He indicated the association believed a 90-day continuing garnishment would be a better solution.

Mr. Barbash testified his company pays over \$5,000 each month to the sheriff's department and to the constables for delivering papers, and added: "When the bill says it has no effect on local government, I don't agree with that. There is definitely a monetary effect....." He said in Washoe County and other parts of northern Nevada, "...the constable or sheriff serves the papers...the employers return the money to their offices...they file an affidavit with the court that

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shows how much was paid, so the court at all times knows what is going on." He concluded he believed it would "create a complete chaotic state in the court, if they didn't know what was going on."

Testimony of Ernest Nielsen, Washoe Legal Services.

Mr. Nielsen stated Washoe Legal Services was a nonprofit law firm which represents low income individuals. He supplied the committee with a prepared statement, which is attached hereto as Exhibit C. He stated: "My testimony suggests a potential remedy for what I see as a major dilemma...that is to amend A.B. 247 by adding some changes to the current garnishment wage exemption laws. The changes I am proposing affect the garnishment exemption in two ways: (1) it eliminates the regressive nature of the exemption; and (2) it raises the floor (30 times the minimum wage)." He continued to discuss his proposal set forth in Exhibit C. He indicated he was providing it to the committee, "...because I think it is a workable way of addressing one of the negative side effects of continuing garnishment...."

Testimony of Constable Louis A. Tabat, North Las Vegas Township.

Constable Tabat provided the committee with a letter, set forth herein as Exhibit D. He said he disagreed with Mr. Callister's testimony that the constable's office "...did not keep an accurate accounting of the monies coming in...we have to, by law. There is no way you can keep an accurate account, when the checks are being forwarded to the plaintiff." He reiterated the first and foremost problem with A.B. 247, would be the revenues lost to the counties. He pointed out the constables are not salaried employees, but rather receive commissions from their services.

Senator Wagner asked Mr. Tabat if testimony such as his had been offered to the Assembly Committee on Judiciary. He indicated he had forwarded copies of his letter to the committees, and other constables had testified.

Testimony of Constable John J. Hart, Reno Township.

Constable Hart handed the committee a short statement, attached hereto as Exhibit E. He added: "We beat this bill 2 years ago in the committee, and we thought we were through with it." He said he had contacted all the constables in Washoe County, and they were all against A.B. 247. Constable Hart said he did not believe the bill was fair to the low income workers, because "...it will hit every paycheck they

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get." He also said the constables are responsible for transferring the funds collected to the plaintiff, "...and I can't see any better way."

Testimony of Constable Daniel R. Ernst, Sparks Township.

Constable Ernst presented to the committee a letter, dated April 21, 1989, which is attached as Exhibit F. He then showed the committee a copy of the interrogatories referred to in earlier testimony (Exhibit G), and said he believed they were "very simple." He reiterated the constable's office is in "total control...and knows what is going on." He added they know the entire procedure for doing garnishment actions. The constable also mentioned testimony regarding a state law dealing with the firing of an employee because his wages have been garnished. Constable Ernst said there was no state law, but rather a federal law governing this issue. He concluded by asking the committee to please read the letter he had provided to them (Exhibit F).

Testimony of Lieutenant (Lt.) Randy Oakes, Clark County Sheriff's Office.

He said the Clark County Sheriff's Office, Civil Bureau, estimates a fiscal impact, if A.B. 247 is passed, in excess of \$100,000. Lt. Oakes stated he believed their other concerns had been addressed in earlier testimony. In response to a question from Senator Malone, Lt. Oakes said there were deputy sheriffs assigned to the civil bureau, who were hired specifically to handle the service of garnishment actions. Senator Malone pointed out "...they were not taking anybody off the street to do this process," and Lt. Oakes agreed.

Testimony of Sergeant (Sgt.) Marc J. Fowler, Washoe County Sheriff's Office, Civil Section.

Sgt. Fowler indicated most of the department's concerns had been brought up "...by everyone who has spoken in opposition." He also referred to the matter of interrogatories, and said he believed they were a necessity, but could be written more simply. Sgt. Fowler said they have a lot of questions arise from employers who do not understand the legal terminology. He also stated his office accounts for the money they receive. Sgt. Fowler also indicated they felt their concern was being a "mediator" between the parties involved, so there would be an accurate accounting.

Mr. Callister asked to respond briefly to some of the points set forth by opponents. He stated: "Other than the opposition from Clark and Washoe County, which I did not have

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on the other side, I pretty much anticipated most of the comments...I think it is important to not be fooled...to understand how the system operates. A number of questions have been raised about accountability. I would ask anyone here to show me a copy of a declining balance ledger card that is maintained." One of the constables present indicated he would provide that to Mr. Callister. Mr. Callister reiterated he was not aware that was routinely done. He continued to say language needs to be adopted to deal with the "priority problem," and stated: "I think you have heard adequate testimony here today that there is no statutory law dealing with the priority problem...I think that shows the need. The 'first come, first served' rule strikes me as rather unjust. I think there needs to be some statutory language to address that." Mr. Callister indicated the 180-day period set forth in the bill might be reduced to 90 days. He said there might be some sense in "...reducing the gaps of time that would exist in the paper trail...but I think if you go much below 100 days, you run into a problem of making the statute, as proposed, meaningless."

Mr. Callister concluded: "Finally, I think we have to address what is the obvious confrontation here today. There has been some intimation that this is special interest legislation, because attorneys have to pay this cost. I would suggest to you exactly the reverse. This is a cost...that statutorily is passed on to the one who can least afford it...the judgment debtor, who could not pay his bills...." He stated: "As policy makers, we need to look to who the real special interest is...those who reap a financial benefit on the backs of the poor." With respect to earlier testimony of Mr. Nielsen regarding the exemption issue, Mr. Callister responded: "This bill does not deal with exemptions. It doesn't try to reduce the amount of anyone's exemption. This legislation focuses on the procedure for garnishment...it doesn't change the amount of the garnishment. My suggestion is, if there is a problem, in Washoe County or elsewhere, that ought to be dealt with in a separate bill that addresses the exemptions per se. I don't want to get what I perceive to be a fairly clean bill targeted to accomplish one goal, confused with a separate side issue...."

There was no further testimony, and the hearing was closed on A.B. 247.

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TESTIMONY  
BEFORE SENATE JUDICIARY COMMITTEE  
CONCERNING AB 247 - CONTINUING GARNISHMENT  
APRIL 27, 1989

Prepared by Ernest K. Nielsen  
Washoe Legal Services  
650 Tahoe Street  
Reno, Nevada 89509  
702/329-2727

Generally I support AB 247. The continuing garnishment avoids the \$5 garnishment fee (in Justice Court only) plus cost of service (\$10-\$15) associated with each garnishment which simply gets passed on to the debtor.

However, it was not until this bill passed out of the Assembly that I was educated about a serious side effect of a continuing garnishment.

Currently because of the non continuous nature of garnishment (at least in Washoe County) a weekly wage earner may be subject to a garnishment only once in every three weeks. My office staff has looked into why this is. It does not appear to be the required result. However, at least the Reno Justice Court refuses to process a subsequent garnishment until the preceding one is complete. Regardless of whether that is an appropriate process, the unfortunate result in Washoe County will be that the weekly wage earner will now have their check garnished every week. Even though continuous garnishment does not erode legal protections, it does change the status quo such that up to three times the amount formerly garnished will now be garnished.

We propose an amendment to AB 247 (e.g. N.R.S. 31.295 and N.R.S. 21.090). We prefer the proposal described in I.

I

This first approach makes the new exemption floor 150% of the minimum wage times 30 (150.75). Only 25% of the dollars above that 150% floor could be taken.

N.R.S. 31.295 - Maximum amount of earnings subject to garnishment.

1. As used in this section, the term "disposable earnings" means that part of the earnings of any person remaining after the deduction from those earnings of any amounts required by law to be withheld.
2. The maximum amount of the aggregate disposable earnings of a person which are subject to garnishment may not exceed [(a)] 25% of his disposable earnings in excess of 150% of 30 times

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EXHIBIT "C"

the federal minimum hourly wage prescribed by Section 6(a)(1) of the Federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable for the relevant pay period; [; or (b) the amount by which his disposable earnings for each week of that period exceed 150% of 30 times the federal minimum hourly wage prescribed by Section 6(a)(1) of the federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable, whichever is less.]

**N.R.S. 21.090, Property Exempt from Execution,**

"g" One hundred and fifty percent (150%) of 30 times the minimum hourly wage prescribed by Section 6(a)(1) of the federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable plus 75% of the disposable earnings of a judgment debtor during this period which exceed 150% of 30 times minimum hourly wage described above. [For any pay period, 75% of the disposable earnings of a judgment debtor during this period, or for each week of the period 150% of 30 times the minimum hourly wage prescribed by Section 6(a)(1) of the Federal Fair Labor Standards Act of 1938 and in effect at the time the earnings are payable whichever is greater.] The exemption provided in this paragraph does not apply in the case of any order of a court of competent jurisdiction for the support of any person, any order of a court of bankruptcy or of any debt due for any state or federal tax. As used in this paragraph, "disposable earnings" means that part of the earnings of a judgment debtor remaining after the deduction from those earnings of any amounts required by law, to be withheld...

**II**

This second approach makes the exemption floor simply the minimum wage times 30 (100.50%). Only 25% of the dollars above that floor could be taken.

**N.R.S. 31.295 - Maximum amount of earnings subject to garnishment.**

1. As used in this section, the term "disposable earnings" means that part of the earnings of any person remaining after the deduction from those earnings of any amounts required by law to be withheld.
2. The maximum amount of the aggregate disposable earnings of a person which are subject to garnishment may not exceed [(a)] 25% of his disposable earnings in excess of 30 times the federal minimum hourly wage prescribed by Section 6(a)(1) of the Federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable for the relevant pay period; [; or (b) the amount by which his disposable earnings for each week of that period exceed 30 times the

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federal minimum hourly wage prescribed by Section 6(a)(1) of the federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable, whichever is less.]

N.R.S. 21.090, Property Exempt from Execution,

"g" Thirty (30) times the minimum hourly wage prescribed by Section 6(a)(1) of the federal Fair Labor Standards Act of 1938 in effect at the time the earnings are payable plus 75% of the disposable earnings of a judgment debtor during this period which exceed the 30 times minimum hourly wage described above. [For any pay period, 75% of the disposable earnings of a judgment debtor during this period, or for each week of the period 30 times the minimum hourly wage prescribed by Section 6(a)(1) of the Federal Fair Labor Standards Act of 1938 and in effect at the time the earnings are payable whichever is greater.] The exemption provided in this paragraph does not apply in the case of any order of a court of competent jurisdiction for the support of any person, any order of a court of bankruptcy or of any debt due for any state or federal tax. As used in this paragraph, "disposable earnings" means that part of the earnings of a judgment debtor remaining after the deduction from those earnings of any amounts required by law, to be withheld...

### III

#### Justifications for the Proposals in I and II

##### A. Justification for II:

1. Regressive nature of current exemption e.g. marginal dollars over \$100.50 per week up to \$134 are fully garnished and then it levels off at 25% of each dollar greater than \$134.
2. Continuous garnishment has the effect of garnishing weekly wage earner weekly rather than once every three weeks or so according to information gathered in Washoe County.

##### B. Additional Justification for Proposal I:

3. The federal floor has not changed for years. The cost of living, however, has increased (at least 130%). Therefore, it is appropriate to increase the floor to make normal costs of living affordable.
4. Nevada's costs including housing costs, are very high relative to persons at or near poverty level. For example, the gross wage of a family with a single full time wage earner at minimum wage is slightly less than \$7,000.00. The gross wage of a family with a single

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Full time wage earner at 150% of minimum wage is near \$10,500.00. For a three person household that is just slightly above 100% of the poverty level. The poverty level for a family of three is \$10,060.00.

Given the discussion concerning the minimum wage taking place at both the state and federal level, we could, regarding Option I, substitute "\$150 or 30 times the minimum hourly wage, whichever is greater," for "150% of 30 times minimum wage."

Also, we think that since the cost of living rises more quickly for poor people than it does for the average consumer, that the figure 150% of minimum wage rather than 130% of minimum wage (which would be dictated by the increase in the consumer price index since 1981) is appropriate. 1981 was the last year the federal minimum wage was adjusted.

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LOUIS A. TABAT  
CONSTABLE

CONSTABLE'S OFFICE  
NORTH LAS VEGAS TOWNSHIP  
1916 North Bruce Street  
North Las Vegas, Nevada 89030

TELEPHONE  
(702) 455-7800

April 14, 1989

Senator Thomas J. Hickey  
Capitol Complex  
Legislative Building  
C/O Mail Room  
Carson City, Nevada 89710

SHOULD THIS BILL PASS, CLARK  
COUNTY STANDS TO LOSE AROUND  
155,000 DOLLARS PER YEAR IF  
NOT MORE IN REVENUES PLUS  
COMMISSION FEES, FOR CONSTABLE  
AND HIS DEPUTIES. THIS BILL  
WAS SUBMITTED BY ASSEMBLYMAN,  
CALLISTER, WHO IS A ATTORNEY  
REPRESENTING COLLECTION AGENCIES.

RE: CHAPTER 31 NRS, AB 247,  
SECTION 2

I feel that AB247 is a one sided bill and not enough  
thought has been given to the impact it would have on the  
Justice Courts, District Courts, Constable Office's,  
Sheriff's Civil Bureau, or the State in general.

If the private process servers were allowed to serve wage  
garnishments you can be sure that this bill would never  
have been put before you.

A wage garnishment is a court order which only a  
Constable or Sheriff can serve. A service fee and  
mileage fee is charged for each execution served which  
generates revenue for the constables office, sheriffs  
office and county. If only one wage garnishment is  
served on each case it would drastically cut revenues and  
among other things cause a personnel lay off.

This bill also says that employers would send checks  
directly to the plaintiffs rather than going through the  
Constable or Sheriff's office. This would raise many  
questions such as: who is to keep the records of the  
accounts? The plaintiff, the defendant, the employer?  
Who provides the information to the court? Will the  
information be kept up to date, will it be correct? What  
happens when a garnishment is paid off? Is the employer,  
or the plaintiff responsible to notify the court? What  
is to take place if they don't? What if their records  
are inaccurate?

What happens when a defendant goes to buy a house or try  
to establish credit and the credit reports (such as TRW)  
show judgments against him which he thought had been  
satisfied but the responsible party (whoever that might  
be) has neglected to contact or file the proper paperwork

1491

EXHIBIT "D"

April 14, 1989

with the court?

As it is now, only one garnishment can be honored by an employer per pay period. If this bill is passed changing a one time garnishment to a continuing writ and more than one person or company has a judgment against a defendant the employer would honor the first garnishment they receive leaving the others out of receiving any of their money until the first persons garnishment is paid in full. It is understood that this bill would put a six month cap on the garnishment. Now, how are the other creditors going to know the six months are up (think of the record keeping) and what is to keep the present creditor from turning around and immediately refiling on the defendant again leaving the others out in the cold and who is to decide which creditor is next in line to file their garnishment?

Another consideration for rejection of the bill AB247 may be compassion to the defendant himself. If Writs of Execution were to stay the way they are it gives the defendant a breathing period so to speak to keep up with their rent, util. etc. before being executed upon again. If the Legislature decides to pass AB247 it can and will cause some real hardships upon the defendant. It is rough for a person who is down and out to keep up his rent, utilities and every day living expenses when every check he receives has a big cut out of it due to a wage garnishment. The fact is that they are being attached because they do not have enough money to pay bills in the first place.

Officer Lou Lust of Phoenix, Arizona stated that their Legislature adopted a one time Writ of Garnishment procedure about 1 year ago and it has caused nothing but utter chaos for everyone concerned. Some of the problems they are confronted with are:

- #1 Approximately \$180,000.00 loss in revenues for the county.
- #2 Small businesses as well as large aren't able to comprehend the law so are being penalized as they now have the responsibility of being the collection agency.
- #3 Locks out all other creditors completely until garnishment is paid in full and in some instances that can take years.

1492



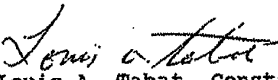
April 14, 1989

#4 It has come to the point where even attorneys  
do not want to be bothered with wage  
garnishments.

Officer Lou Lust is happy to talk to anyone who wishes  
to know how the 1 time garnishment has affected Arizona.  
You can reach him at (602) 967-1569 or (602) 261-5958.

The passage of this bill should be stopped. The  
repercussions would be astronomical.

Sincerely,

  
Louis A. Tabat, Constable  
North Las Vegas Township

1493



JOHN J. HART  
Constable of Reno Township

Washoe County Courthouse  
P.O. BOX 11150  
RENO, NEVADA 89520

785-1221

April 24, 1989

TO: Sue Wagner, Chairwoman Senate Judiciary Committee  
Hal Smith, Vice Chairman  
Mike Malone, Member  
Charles Joerg, Member  
Joe Neal, Member  
Nick Horn, Member  
Dina Titus, Member

The Constables of Washoe County are opposed to the passage of Assembly Bill #247 which allows for continuing garnishment until the amount demanded in the Writ is satisfied.

It is our contention that the present system of serving garnishments is fair to both the plaintiff and the defendant and should not be changed.

FROM: John J. Hart, Constable Reno Township  
Dan Ernst, Constable Sparks Township  
George Powning, Constable Verdi Township  
Russ McKlem, Constable Incline Village Township  
Dave Carter, Constable Gerlach Township  
C.E. Polfus, Constable Wadsworth Township

1494  
EXHIBIT "E"

April 21, 1989

Senate Legislative Committee  
Capitol Complex  
Legislative Building  
Carson City, Nv 89710

Re: AB247

Dear Senators,

AB247 provides for continuing wage attachments against debtors who have been sued in court due to non-payment of outstanding debts.

On the average 50%-70% of most cases filed by creditors are for medical expenses. Most of the defendants have little or no medical insurance and the expenses incurred are usually for minor children.

Nevada's garnishment laws at the present time, call for a one time wage attachment. These debtors are paying 25% of one paycheck, leaving the balance of their checks to pay rent, utilities, food and child care. If AB247 were to be enacted, the debtor would lose 25% of his or her monthly income.

Currently, it is not uncommon for a debtor to contact the garnishing Plaintiff, make arrangements for regular monthly payments and receive a release of attachment. Under the proposed AB247, the Plaintiffs would not be willing to make arrangements for releases and payment plans as they would stand a chance of losing their place in line should another Plaintiff have a judgment against the same debtor. In many cases, there is more than one Plaintiff competing for the same defendant's paycheck. Why would a Plaintiff want to risk losing his ability to collect from the defendant, for up to 6 months, by taking a defendant's word that he will keep up the payment arrangement. The defendant would be pushed into a corner in which he could not escape.

Losing 25% of one's take home pay will not only make it impossible to meet any other medical bills incurred, it would also make it impossible for many of them to pay their everyday living expenses, thus pushing them further and further into debt. Many will be unable to fend off landlords demanding payment of rent, and will be faced with eviction from their homes, therefore, causing the overloading of the court calendar. This is done in a desperate attempt to retain their shelter as long as possible. They will be forced to either quit their jobs, file bankruptcy, skip town or go on welfare. Now who pays? "The taxpayer."

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EXHIBIT "F"

Most of the people who are being garnished are in debt because they simply do not have the funds to pay. Granted, there are a few that are in debt due to their own excessive spending on non-necessities and unpaid credit cards etc., but they are the minority. The people that will be hit the hardest will be the ones that are already at the end of their financial ropes. If the average defendant had a normal take home pay of \$800.00 per month and then had a continuing garnishment hit their check, they would be losing \$200.00 each month. Who can live on the remaining \$600.00? Why should they continue to work if they have children to support? They could not begin to pay for child care. It would be much easier to go on welfare and have their living expenses paid. At least, they would not have to worry about having a roof over their heads and food on the table.

Another group of individuals should also be taken into account. There is a small percentage, 15%-20%, who are not only being garnished due to civil judgments, but, they are also paying fines for court citations and other criminal matters. What happens when one of these individuals finds his paycheck being continually garnished and has to choose between a court fine and eating or paying rent? If the court fine doesn't get paid, and the individual is jailed on a bench warrant, unable to post bail, once again, who pays? The Courts will be unable to collect their fines, the plaintiffs will not get paid and the taxpayer will now pay the living expenses of these people.

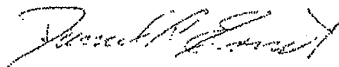
It is impossible to see who will benefit from passage of this bill. It may save the debtors the costs of having a plaintiff refile for each attachment. However, if the defendant is unable to meet other obligations due to a continually short paycheck, he will have more law suits filed against him and will incur more legal expenses as a result.

The plaintiff will be at risk of losing assets to attach should the debtor be pushed into quitting his job to escape the continuing hardship or resort to bankruptcy. Government revenues will go down due to the extreme decrease in the issuance of attachments. The Sheriffs and Constables will lose work due to the decrease of writs to be served.

Finally, who is to keep the court informed of the status of an attachment since the money will be going directly to the Plaintiff. Are they to report to the court each and every time they receive a payment from an employer? The Courts already have problems with Plaintiffs failing to file a satisfaction of judgment. Occasionally, an employer will take out the normal 25% from the employee's paycheck, not noticing that the balance due is less than the 25% mandated. Who is going to make sure the plaintiff refunds the excess to the defendant?

There are too many problems with AB247 as it stands. Passage of this bill would result in utter chaos for all parties involved. Please consider the above, when deciding whether or not to sign this bill into law.

Respectfully yours,



Daniel P. Ernst  
Constable, Sparks Township

1496

MINUTES OF THE  
SENATE COMMITTEE ON JUDICIARY

Sixty-fifth Session

May 24, 1989

The Senate Committee on Judiciary was called to order by Chairman Sue Wagner, at 8:00 a.m., on Wednesday, May 24, 1989, in Room 213 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda. Exhibit B is the Attendance Roster.

COMMITTEE MEMBERS PRESENT:

Senator Sue Wagner, Chairman  
Senator R. Hal Smith, Vice Chairman  
Senator Joe Neal  
Senator Nicholas J. Horn  
Senator Mike Malone  
Senator Charles W. Joerg  
Senator Dina Titus

STAFF MEMBERS PRESENT:

Jennifer Stern, Legal Counsel  
Marilyn Hofmann, Committee Secretary

ASSEMBLY BILL 507 - Expands circumstances under which estate for years may be encumbered by deed of trust.

Testimony of Julien "Jay" Sourwine, State Bar of Nevada (State Bar).

Mr. Sourwine stated A.B. 507 had been requested by the Business Law Committee of the State Bar, and was approved by the Board of Governors of that organization. He said it addresses a "somewhat obscure statute" that restricts the ability to take a lease as security. Mr. Sourwine indicated the language of the statute presently requires that a lease, or any document creating an estate for years, must specifically allow it to be taken as security, a subject which is not normally addressed. He said lessees usually feel they have a right to encumber their leasehold interests, unless they have specifically bargained on that subject with their landlord. Mr. Sourwine stated many large financing transactions, will frequently involve lease financing.

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ASSEMBLY BILL 247 - Provides for continuing garnishment  
under certain circumstances.

Senator Wagner asked Assemblyman Callister to discuss the amendments which the committee had received pertaining to the bill. Mr. Callister apologized for not providing the amendments at an earlier time. He reminded the committee of his earlier testimony: "The notion of continuing garnishment would be as follows: the garnishment would be served upon the judgment debtor by the existing court officers, whether that is a constable or a sheriff...that garnishment would then remain in effect in perpetuity until it was paid off...under the original proposal, each time the pay period came up, the funds could be sent directly to the counsel, as opposed to siphoning back through the court. After careful consideration, and meeting with representatives of both Washoe County and Clark County, I have agreed to make the following proposed amendments:

1. The garnishment would still be served by the appropriate court officer...the constable or sheriff...however, it would have a cap of 4 months...120 days...;

2. The funds would always come back via the court...;

That substantially reduces the financial impact of the bill...."

Mr. Callister indicated he had spoken with representatives of the Washoe County Sheriff's Civil Division, and "...they think that is an acceptable proposal." He said the Las Vegas Sheriff's Civil Division, "...can also live with it. No one is anxious to reduce their total work load in fear it will have an impact on their jobs...I can understand that in relationship to the constables...I cannot help but admit this is going to reduce the number of services [of process]...all I can do is urge the members of this committee to remember that the cost of those multiple services is, in each instance, passed along to the judgment debtor...the person who couldn't pay his bills to begin with...."

Senator Neal referred to certain amendments requested by Washoe County Legal Services. Mr. Callister said that organization had filed a class action suit in the United States District Court, naming the county clerk of each of the various counties in the state, seeking to have the entire garnishment process determined to be unconstitutional for lack of adequacy of notice. Mr. Callister indicated he had spoken

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to the representatives of Washoe County Legal Services. He said: "There is a possibility I may have to come back to this committee, presuming that A.B. 247 meets with your favor, with some nominal amendments that do not deal with that issue at all...but that I would want to tack on because I want to clarify the garnishment procedure in total...but at this point in time that is on the sidelines...it will be dealt with in a judicial setting."

Senator Wagner asked Mr. Callister if she should hold A.B. 247, so it could be used as a "vehicle" for the amendments he was discussing. Mr. Callister answered: "If there is an appetite to move the bill with these amendments, I think we ought to...as you are aware, the state bar has also introduced its own version of a continuing garnishment [legislation]...I would not have introduced mine, if I had known they were going to do the same. I think it is in the best interest of this bill to move it out...."

Senator Neal asked Mr. Callister if he had talked to the representatives of Washoe County Legal Services, "...to see what it would take to clear this up?" Mr. Callister stated their concern was not the issue of the "continuing garnishment." He said he believed they agreed continuing garnishment was less expensive for the type of clientele they represent. He continued: "Their concern is...in Washoe County, for whatever reason, at least in the Justice Court in Washoe County, there has been a limitation imposed by one or more of their justices of the peace on the number of times you can garnish a paycheck within a monthly period. That is not a function of what is in our statute...it is just some, in my estimation, an aberration, and I don't think it deals with the same issues at all...but, they don't like the idea of the possibility that a continuing garnishment may have the net effect of allowing more garnishments per month...but because they have some judges who deal with it differently." Mr. Callister pointed out he has not asked for any changes to the existing exemption laws. He reiterated: "There is nothing in this bill that will have any impact on the state and federal exemptions...this bill does not impose any change whatsoever on the amount of a judgment debtor's salary that is available for execution or collection...."

There was no further discussion regarding the proposed amendments to A.B. 247.

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MINUTES OF THE  
SENATE COMMITTEE ON JUDICIARY

Sixty-fifth Session  
May 31, 1989

The Senate Committee on Judiciary was called to order by Chairman Sue Wagner, at 8:10 a.m., on Wednesday, May 31, 1989, in Room 213 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda. Exhibit B is the Attendance Roster.

COMMITTEE MEMBERS PRESENT:

Senator Sue Wagner, Chairman  
Senator R. Hal Smith, Vice Chairman  
Senator Joe Neal  
Senator Nicholas J. Horn  
Senator Mike Malone  
Senator Charles W. Joerg  
Senator Dina Titus

STAFF MEMBERS PRESENT:

Jennifer Stern, Legal Counsel  
Judi Bishop, Committee Secretary

BILL DRAFT REQUEST 14-2110 - Extends period in which to prosecute sexual abuse of child.

SENATOR HORN MOVED FOR COMMITTEE INTRODUCTION OF BDR 14-2110.

SENATOR SMITH SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY. (SENATOR NEAL WAS ABSENT FOR THE VOTE.)

\* \* \* \* \*

SENATE BILL 480 - Prohibits abuse, neglect or exploitation of mentally retarded persons.

Testimony of Brian Lahren, Administrator for the Division of Mental Hygiene and Mental Retardation (MHMR), and Manual Wedge, Administrator of the Washoe Association for Retarded Citizens.

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Senate Committee on Judiciary  
May 31, 1989  
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SENATOR JOERG SECONDED THE MOTION.

Discussion ensued as to the proper way to delete the language on lines 22 through 27. Ms. Stern suggested new language, reciting:

You could state 'this interference with state laws has been caused by the federal courts, whose process of review is extended and repetitive,' because I think you took offense to the term dilatory, 'as illustrated by the case Neuschafer vs. Whitley.'

SENATOR SMITH WITHDREW HIS MOTION TO AMEND AND DO PASS A.J.R. 32.

SENATOR JOERG WITHDREW HIS SECOND.

\* \* \* \* \*

SENATOR SMITH MOVED TO AMEND AND DO PASS A.J.R. 32, AMENDING LANGUAGE ON LINES 22 THROUGH 27 AS PER RECOMMENDED BY LEGAL COUNSEL.

SENATOR JOERG SECONDED THE MOTION.

Senator Titus registered her objection to this bill, pointing out there have been several bills already enacted which allows speedier state processing. She added this is inappropriate as habeas corpus is one of the few rights which is actually in the body of the constitution, not added by amendment. Senator Titus advised she could not support this bill.

THE MOTION CARRIED. (SENATORS HORN AND NEAL WERE ABSENT FOR THE VOTE. SENATOR TITUS VOTED NO.)

\* \* \* \* \*

ASSEMBLY BILL 247 - Provides for continuing garnishment under certain circumstances.

The Chairman requested Ms. Stern to explain the proposed amendments, which had previously been distributed to the committee. Ms. Stern directed her comments on the amendments to the first reprint, line 16 of page 1, deleting 180 days and reducing that figure to 120 days, so that the writ of garnishment would continue for 120 days rather than 180 days. Also, on page 4, she said the entire section 11 would be deleted and replaced with a new section 11 which would require that,

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PAPA

Senate Committee on Judiciary  
May 31, 1989  
Page 20

within 5 days after receipt of actual notice of the levy, it be served on the sheriff and judgment creditor.

SENATOR JOERG MOVED TO AMEND AND DO PASS A.B. 247, PER AMENDMENTS REFERRED TO ABOVE BY MS. STERN.

SENATOR SMITH SECONDED THE MOTION.

THE MOTION CARRIED. (SENATORS HORN AND NEAL WERE ABSENT FOR THE VOTE. SENATOR MALONE VOTED NO.)

Senator Joerg stated, "Let the record show one more time we helped the little guy." The Chairman also requested the record show the committee has helped the working person.

\* \* \* \* \*

ASSEMBLY BILL 296 - Adopts Uniform Premarital Agreement Act.

SENATOR TITUS MOVED TO DO PASS A.B. 296.

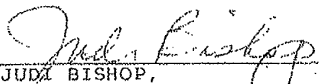
SENATOR JOERG SECONDED THE MOTION.

THE MOTION CARRIED. (SENATORS HORN AND NEAL WERE ABSENT FOR THE VOTE.)

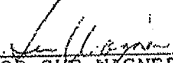
\* \* \* \* \*

There being no further business to come before the committee, the hearing was adjourned at 10:20 a.m.

RESPECTFULLY SUBMITTED:

  
JUDI BISHOP,  
Committee Secretary

APPROVED:

  
SENATOR SUE WAGNER, Chairman

DATED: 6/10/89

MINUTES OF THE  
SENATE COMMITTEE ON JUDICIARY

Sixty-fifth Session

June 2, 1989

The Senate Committee on Judiciary was called to order by Chairman Sue Wagner, at 8:00 a.m., on Friday, June 2, 1989, in Room 213 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda. Exhibit B is the Attendance Roster.

COMMITTEE MEMBERS PRESENT:

Senator Sue Wagner, Chairman  
Senator R. Hal Smith, Vice Chairman  
Senator Nicholas J. Horn  
Senator Mike Malone  
Senator Charles W. Joerg  
Senator Dina Titus

COMMITTEE MEMBERS ABSENT:

Senator Joe Neal (Excused)

STAFF MEMBERS PRESENT:

Jennifer Stern, Legal Counsel  
Marilyn Hofmann, Committee Secretary

ASSEMBLY BILL 552 - Requires order for support of child to include order for withholding or assignment of wages and commissions of responsible parent.

Testimony of Nancy Angres, Deputy Attorney General, Welfare Division, State of Nevada; and K. Zunino, Chief, Child Support Enforcement Program, Welfare Division, State of Nevada (Welfare Division).

Ms. Angres stated A.B. 552 was designed to meet federal requirements which were newly enacted in October 1988, as part of the Family Support Act. She said those requirements stress the collection of child support, to assist families who are on welfare, become independent. Ms. Angres provided the committee with a document containing an explanation of the Family Support Act of 1988 (Exhibit C). She said two issues are being addressed in A.B. 552, "Immediate Income Withholding," which must be in effect by November 9, 1990, and

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ASSEMBLY BILL 247 - Provides for continuing garnishment  
under certain circumstances.

The Chairman discussed an amendment to the bill, which addresses the concerns regarding the collection of funds, which will be processed through the sheriffs' offices. Senator Wagner also indicated the continuing lien on wages would be set at 90 days. The committee approved the amendment.

ASSEMBLY BILL 389 - Requires payment of restitution to victim  
of crime as condition of parole.

SENATOR TITUS MOVED DO PASS A.B. 389.

SENATOR HORN SECONDED THE MOTION.

THE MOTION CARRIED. (SENATOR NEAL WAS ABSENT  
FOR THE VOTE.)

\* \* \* \* \*

ASSEMBLY BILL 458 - Revises provisions governing approval for  
adoption or relinquishment of child for  
adoption.

Jennifer Stern reviewed the provisions of the bill, and indicated it would require the consent of a legal custodian, if any, to a specific adoption. Senator Titus indicated she believed the intent was to keep foster parents from circumventing the adoption procedure.

SENATOR HORN MOVED DO PASS A.B. 458.

SENATOR JOERG SECONDED THE MOTION.

The committee resumed a discussion of the bill. Senator Malone stated if a foster parent had taken care of a child for a long period of time, "...there is no reason why a grandparent, or anyone else, should be able to step in and adopt the child. Senator Wagner indicated she was not certain that was the intent of the legislation. She suggested the committee summon the sponsor of the bill, Assemblyman Jane Wisdom, for the purpose of additional testimony.

Testimony of Assemblyman Jane Wisdom and Thom Riley, Chief of  
Social Services, Nevada State Welfare Division.

Mr. Riley reviewed A.B. 458: "What the bill does...before you can file a petition to adopt a child, you need to have the

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MINUTES OF THE  
ASSEMBLY COMMITTEE ON JUDICIARY

Sixty-fifth Session  
June 7, 1989

The Assembly Committee on Judiciary was called to order by Vice Chairman, Gene Porter at 8:10 a.m. on Wednesday, June 7, 1989, in Room 240 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda, Exhibit B is the Attendance Roster.

MEMBERS PRESENT:

Robert M. Sader, Chairman  
Gene T. Porter, Vice Chairman  
John C. Carpenter  
Vonne Chowning  
Renee L. Diamond  
Robert E. Gaston  
James Gibbons  
Bill Kissam  
Mike McGinness  
John Regan  
Gaylyn J. Spriggs  
Vincent L. Triggs  
Wendell P. Williams  
Jane A. Wisdom

STAFF MEMBERS PRESENT:

None

OTHERS PRESENT:

Capt. Enrico Togneri, Washoe County Sheriff's Office  
Dan Reiser, Deputy Attorney General, Gaming Division  
Lawrence Semenza, Nevada Trial Lawyers' Association

Minutes of the Nevada State Legislature  
Assembly Committee on Judiciary  
Date: June 7, 1989  
Page: 5

THE MOTION CARRIED UNANIMOUSLY.

ASSEMBLY BILL NO. 247 - Allows for continuing garnishment until amount demanded in writ is satisfied.

Discussing the Senate Amendment No. 1094 to A.B. 247, Deputy Legislative Counsel, Jennifer Stern reminded the committee the bill, as well as the amendment, had been requested by Assemblyman Callister. As a result of negotiations between the sheriffs and Mr. Callister the bill had been amended in that rather than having a continuing garnishment for a period of 180 days, this had been changed to 120 days. A new section 11 had also been added, which required these returns to go through the Sheriff's office. The Sheriff would then be able to charge a fee thus ameliorating the financial impact on their office.

Chairman Sader reported there were certain constables who were opposed to the total bill, and also evidence that Ernie Nielsen, Washoe Legal Services, objected to the bill even though there had been compromises made. Mr. Nielsen's objections were that the bill would serve to "make poor people poorer."

ASSEMBLYMAN PORTER MOVED TO CONCUR WITH SENATE AMENDMENT NO. 1094 TO ASSEMBLY BILL NO. 247.

ASSEMBLYMAN CARPENTER SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

ASSEMBLY BILL NO. 828 - Extends provisions concerning unlawful detainer to recreational vehicle parks.

Amendment No. 1085 (Exhibit G) was introduced and Ms. Stern told the committee the focus of the bill was to account for recreational vehicles that might be in a mobile home park. The original bill spoke to recreational vehicles in recreational vehicle parks, although there were some mobile home parks that had designated lots to be recreational vehicle lots. The amendment would amend the statutes to include that. Ms. Stern then made a section by section explanation of the amendment.

Assembly Bill No. 247—Committee on Judiciary

## CHAPTER 338

AN ACT relating to garnishment; allowing continuing garnishment of earnings for certain period; prohibiting an employer from discharging or disciplining an employee under certain circumstances; revising the procedure for the collection of garnished wages; and providing other matters properly relating thereto.

[Approved June 15, 1989]

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 28 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this act.

Sec. 2. "Defendant" includes a party against whom a counterclaim, crossclaim or third party complaint is filed.

Sec. 3. "Plaintiff" includes a party who files a counterclaim, crossclaim or third party complaint.

Sec. 4. NRS 28.010 is hereby amended to read as follows:

28.010 As used in this Title, unless the context otherwise requires, the words and terms defined in NRS 28.020 to 28.130, inclusive, and sections 2 and 3 of this act, have the meanings ascribed to them in those sections.

Sec. 5. Chapter 31 of NRS is hereby amended by adding thereto the provisions set forth as sections 6, 7 and 8 of this act.

Sec. 6. 1. Except as otherwise provided in subsection 3, if the garnishee indicates in his answer to garnishee interrogatories that he is the employer of the defendant, the writ of garnishment served on the garnishee shall be deemed to continue for 120 days or until the amount demanded in the writ is satisfied, whichever occurs earlier.

2. In addition to the fee set forth in NRS 31.270, a garnishee is entitled to a fee from the plaintiff of \$3 per pay period, not to exceed \$12 per month, for each withholding made of the defendant's earnings. This subsection does not apply to the first pay period in which the defendant's earnings are garnished.

3. If the defendant's employment by the garnishee is terminated before the writ of garnishment is satisfied, the garnishee:

(a) Is liable only for the amount of earned but unpaid, disposable earnings that are subject to garnishment.

(b) Shall provide the plaintiff or the plaintiff's attorney with the last known address of the defendant and the name of any new employer of the defendant, if known by the garnishee.

Sec. 7. 1. If without legal justification an employer of the defendant refuses to withhold earnings of the defendant demanded in a writ of garnishment or knowingly misrepresents the earnings of the defendant, the court may order the employer to appear and show cause why he should not be subject to the penalties prescribed in subsection 2.

2. If after a hearing upon the order to show cause, the court determines that an employer, without legal justification, refused to withhold the earnings of a defendant demanded in a writ of garnishment or knowingly misrepresented the earnings of the defendant, the court shall order the employer to pay the plaintiff, if the plaintiff has received a judgment against the defendant,

*the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the defendant's earnings. In addition, the court may order the employer to pay the plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold the defendant's earnings or has misrepresented the earnings.*

**Sec. 8.** *It is unlawful for an employer to discharge or discipline an employee exclusively because the employer is required to withhold the employee's earnings pursuant to a writ of garnishment.*

**Sec. 9. NRS 31.249** is hereby amended to read as follows:

**31.249** 1. No writ of garnishment in aid of attachment may issue except on order of the court. The court may order the writ of garnishment to be issued:

- (a) In the order directing the clerk to issue a writ of attachment; or
- (b) If the writ of attachment has previously issued without notice to the defendant and the defendant has not appeared in the action, by a separate order without notice to the defendant.

2. The plaintiff's application to the court for an order directing the issuance of a writ of garnishment must be by affidavit made by or on behalf of the plaintiff to the effect that the affiant is informed and believes that the named garnishee [is] :

- (a) *Is the employer of the defendant; or*
  - (b) *Is indebted to or has property in his possession or under his control belonging to the defendant,*
- and that [the indebtedness or property is,] to the best of the knowledge and belief of the affiant, *the defendant's future wages, the garnishee's indebtedness or the property possessed is not by law exempt from execution. If the named garnishee is the State of Nevada, the writ of garnishment must be served upon the state controller.*

3. The affidavit by or on behalf of the plaintiff may be contained in the application for the order directing the writ of attachment to issue or may be filed and submitted to the court separately thereafter.

4. Except as *otherwise* provided in this section, the grounds and procedure for a writ of garnishment are identical to those for a writ of attachment.

5. *If the named garnishee is the subject of more than one writ of garnishment regarding the defendant, the court shall determine the priority and method of satisfying the claims, except that any writ of garnishment to satisfy a judgment for the collection of child support must be given first priority.*

**Sec. 10. NRS 31.290** is hereby amended to read as follows:

**31.290** 1. The interrogatories to the garnishee may be in substance as follows:

#### INTERROGATORIES

Are you in any manner indebted to the defendants, .....  
 .....  
 or either of them, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars.



Answer:.....

Are you an employer of one or all of the defendants? If so, state the length of your pay period and the amount each defendant presently earns during a pay period.

Answer:.....

Did you have in your possession, in your charge or under your control, on the date the writ of garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or choses in action of the defendants, or either of them, or in which .....he..... interested? If so, state its value, and state fully all particulars.

Answer:.....

Do you know of any debts owing to the defendants, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to .....h..... or in which .....he..... interested, and now in the possession or under the control of others? If so, state particulars.

Answer:.....

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

Answer:.....

Garnishee

I (insert the name of the garnishee), do solemnly swear (or affirm) that the answers to the foregoing interrogatories by me subscribed are true.

(Signature of garnishee)

SUBSCRIBED and SWORN to before me this ..... day of ..... 19....

2. The garnishee shall answer the interrogatories in writing upon oath or affirmation and file his answers or cause them to be filed in the proper court within the time required by the writ. If he fails to do so, he shall be deemed in default.

Sec. 11. NRS 21.112 is hereby amended to read as follows:

21.112 1. In order to claim exemption of any property levied on, the judgment debtor shall, within 5 days after receipt of actual notice of the levy, serve on the sheriff and judgment creditor and file with the clerk of the court issuing the writ of execution an affidavit setting out his claim of exemption.

2. When such affidavit is served, the sheriff shall release the property if the judgment creditor, within 5 days after written demand by the sheriff fails to give the sheriff an undertaking executed by two good and sufficient sureties which:

(a) Is in a sum equal to double the value of the property levied on; and

(b) Indemnifies the judgment debtor against loss, liability, damages, costs and counsel fees by reason of the taking, withholding or sale of such property by the sheriff.

3. At the time of giving the sheriff the undertaking provided for in subsection 2, the judgment creditor shall give notice of the undertaking to the judgment debtor.

4. The sheriff shall not be liable to the judgment debtor for damages by reason of the taking, withholding or sale of any property, where:

(a) No affidavit claiming exemption is served on him; or

(b) An affidavit claiming exemption is served on him, but the sheriff fails to release the property in accordance with this section.

Assembly Bill No. 418—Assemblymen Evans, Jeffrey, Dini, Névin, Spinello, Sedway, Price, Marvel, Humke, DuBois, Swain, Kerns, Arberry, Myrna Williams, Diamond, Bergevin and Lambert

#### CHAPTER 339

AN ACT relating to registration of vehicles; requiring certain residents of other states who are employed in Nevada to register their vehicles with the department of motor vehicles and public safety; providing a fee for registration; and providing other matters properly relating thereto.

[Approved June 15, 1989]

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section. 1.** Chapter 482 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this act.

**Sec. 2.** *A border state employee who:*

1. *Commutes to a place of employment in Nevada that is less than 35 air miles from the state border;*
2. *Has not otherwise registered his vehicle in this state; and*
3. *Is not otherwise required to register his vehicle in this state,*

*shall, pursuant to section 3 of this act, annually register the vehicle.*

**Sec. 3. 1.** *A border state employee who is required by section 2 of this act to register his vehicle shall submit to the department:*

(a) *A completed application on a form furnished by the department that contains the vehicle identification number of the vehicle to be registered, the license plate number issued for the vehicle by the border state and the name and address of the owner of the vehicle;*

(b) *An affidavit stating that he is a border state employee as defined in NRS 482.012 and is employed in Nevada at a place of employment located less than 35 air miles from the state border; and*

(c) *The fee for registration specified in subsection 7 of NRS 482.480.*

2. *The department shall issue an identification card and registration sticker to a border state employee who complies with the provisions of subsection 1. The registration sticker must be placed on the rear of the registered*

## Exhibit B

*Allen L. Kynaston*  
CLERK OF THE COURT

1 DECD  
2 Edward Kainen, Esq.  
3 Nevada Bar No. 5029  
4 Andrew L. Kynaston, Esq.  
5 Nevada Bar No. 8147  
6 KAINEN LAW GROUP, PLLC  
7 3303 Novat Street, Suite 200  
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11 Service@KainenLawGroup.com  
12 Attorneys for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

10 RHONDA HELENE MONA,

11 Plaintiff,

12 vs.

13 MICHAEL JOSEPH MONA,

14 Defendant.

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

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

DECREE OF DIVORCE

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

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

28 of the State of Nevada. The parties are entitled to an absolute Decree of Divorce on the grounds of  
Non-Trial Dispositions:  
☐ Other 28 of the State of Nevada. The parties are entitled to an absolute Decree of Divorce on the grounds of  
☐ Dismissed - Grant of Probation ☐ Without Judicial Conf/Hg  
☐ Involuntary Dismissal ☐ With Judicial Conf/Hg  
☐ Default Judgment ☐ By ADR  
☐ Transferred  
Trial Dispositions:  
☐ Disposed After Trial Set ☐ Judgment Reached by Trial

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

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

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

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

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

26 ...

27 ...

28 ...

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

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

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

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

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

27 ...  
28 ...

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

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

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

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

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

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

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

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

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

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

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



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

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

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

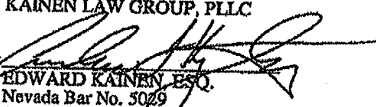
10 DATED and DONE this 23<sup>rd</sup> day of July, 2015.

11  
12  
13   
DISTRICT JUDGE

LINDA MARQUIS


14 Submitted by:

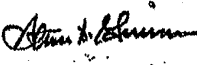
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15  
16 By:   
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20 Approved as to Form and Content:

21 MARQUIS AURBACH COFFING

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Attorneys for Defendant

24  
25  
26  
27  
28  
  
JUL 23 2015

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE DOCUMENT ON FILE

## Exhibit C

RECEIVED  
SEP 28 2015  
MAC LAW

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11 Service@KainenLawGroup.com  
12 Attorneys for Plaintiff

13  
14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 RHONDA HELENE MONA,  
17 Plaintiff,  
18  
19 vs.  
20 MICHAEL JOSEPH MONA,  
21 Defendant.

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

Date of Hearing: 10/8/ 2015  
Time of Hearing: 9:00 a.m.

ORAL ARGUMENT REQUESTED: YES

22  
23 PLAINTIFF'S OPPOSITION TO FAR WEST'S MOTION TO INTERVENE  
24 FOR A FINDING AND ORDER THAT THE POST-MARITAL AGREEMENT IS VOID  
25 BASED ON THE PRINCIPLES OF RES JUDICATA AND ISSUE PRECLUSION, AND  
26 THAT THE PLAINTIFF AND DEFENDANT ARE JOINTLY LIABLE FOR THE  
27 JUDGMENT HELD BY INTERVENOR  
28 AND  
29 PLAINTIFF'S COUNTERMOTION FOR FAR WEST TO PAY PLAINTIFF'S  
30 ATTORNEY'S FEES AND COSTS INCURRED PURSUANT TO NRS 12.130(1)(d)

31 COMES NOW, Plaintiff, RHONDA HELENE MONA, by and through her attorneys,  
32 EDWARD KAINEN, ESQ., and ANDREW L. KYNASTON, ESQ., of the law firm of KAINEN LAW  
33 GROUP, PLLC, and submits her Opposition to Far West's Motion to Intervene, For a Finding and Order  
34 that the Post-Marital Agreement is Void Based on the Principles of Res Judicata and Issue Preclusion,  
35 And that the Plaintiff and Defendant are Jointly Liable for the Judgment Held by Intervenor, and her  
36 Counter-motion for Far West to Pay Plaintiff's Attorney's Fees and Costs Incurred Pursuant to NRS  
37 12.130(1)(d), as a result of Far West's unwarranted efforts to intervene in this matter.


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1 This Opposition is made and based upon the pleadings on file herein, the Points and  
2 Authorities, and the Affidavit of Counsel submitted herewith.

3 DATED this 24<sup>th</sup> day of September, 2015.

4 KAINEN LAW GROUP, PLLC

5 By:   
6 EDWARD KAINEN, ESQ.  
7 Nevada Bar No. 5029  
8 ANDREW L. KYNASTON, ESQ.  
9 Nevada Bar No. 8147  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorneys for Plaintiff

10 I.

11 **POINTS AND AUTHORITIES**

12 NRCP Rule 24 provides:

13 (a) **Intervention of Right.** Upon timely application anyone shall be  
14 permitted to intervene in an action: (1) when a statute confers an  
15 unconditional right to intervene; or (2) when the applicant claims an  
16 interest relating to the property or transaction which is the subject of the  
17 action and the applicant is so situated that the disposition of the action  
18 may as a practical matter impair or impede the applicant's ability to  
19 protect that interest, unless the applicant's interest is adequately  
20 represented by existing parties.

21 (b) **Permissive Intervention.** Upon timely application anyone may be  
22 permitted to intervene in an action: (1) when a statute confers a  
23 conditional right to intervene; or (2) when an applicant's claim or defense  
24 and the main action have a question of law or fact in common. In  
25 exercising its discretion the court shall consider whether the intervention  
26 will unduly delay or prejudice the adjudication of the rights of the  
27 original parties.

28 (c) **Procedure.** A person desiring to intervene shall serve a motion to  
intervene upon the parties as provided in Rule 5. The motion shall state  
the grounds therefor and shall be accompanied by a pleading setting forth  
the claim or defense for which intervention is sought. The same  
procedure shall be followed when a statute gives a right to intervene.

24 NRS 12.130 provides:

25 1. Except as otherwise provided in subsection 2:

26 (a) Before the trial, any person may intervene in an action or proceeding,  
27 who has an interest in the matter in litigation, in the success or either of  
28 the parties, or an interest against both.

(b) An intervention takes place when a third person is permitted to  
become a party to an action or proceeding between other persons, either  
by joining the plaintiff in claiming what is sought by the complaint, or by

uniting with the defendant in resisting the claims of the plaintiff, or by demanding anything adversely to both the plaintiff and the defendant.

(c) Intervention is made as provided by the Nevada Rules of Civil Procedure.

(d) The court shall determine upon the intervention at the same time that the action is decided. If the claim of the party intervening is not sustained, the party intervening shall pay all costs incurred by the intervention.

2. The provisions of this section do not apply to intervention in an action or proceeding by the Legislature pursuant to NRS 218F.720.

## II.

### STATEMENT OF FACTS

Plaintiff, RHONDA HELENE MONA (hereinafter "Rhonda"), and Defendant, MICHAEL JOSEPH MONA (hereinafter "Michael") were divorced more than two months ago by Decree of Divorce entered July 23, 2015, following a hearing before this Court held that same day. Notice of Entry of the Decree of Divorce was filed as required by Court Rule and this divorce matter was shortly thereafter closed. The parties believed that this unpleasant chapter in their life was behind them and they could now move forward with their respective lives.

Nearly a month and a half after the Notice of Entry of the Decree of Divorce, one of the Michael's creditors, Far West, has now filed it's pending Motion seeking to intervene in an already completed and closed divorce case. Far West's Motion is improper, untimely, and unnecessary.<sup>1</sup> It is merely a continuation of their aggressive (almost harassing) methods of trying to collect a debt. Far West's Motion should be summarily denied. Just like any other creditor, they have no business intervening in a divorce case, especially one that is already done, over, and judicially closed. The fact of the parties' divorce has no bearing on Far West's rights to seek through any legal and lawful means to collect on whatever judgment they may hold. Furthermore, Rhonda was not a named party in any prior lawsuit filed by Far West against Michael and she is not a named debtor on Far West's judgment

<sup>1</sup> Not only is the motion untimely under Court rules relating to intervention, but arguably under court rules regarding motions for reconsideration, to set aside, and or to file a notice of appeal, which must be done with 30 days of the Notice of Entry of the Decree. Certainly, if the actual parties to the case are beyond the time that they could file any such post judgment motion or appeal, then a non-party should likewise be prohibited from now filing a motion in a closed matter, finalized more than a month and a half before their motion to intervene was filed.

1 against Michael. The parties' Decree of Divorce, like any Decree simply allocates the property and  
2 debts of the parties between them, and requires Michael to indemnify Rhonda from his debts. Far West  
3 has been aggressively trying to drag Rhonda into their collection efforts of their judgment against  
4 Michael, clearly seeing her as an additional source for possible collection. Rhonda should be left out  
5 of the dispute between Far West and Michael and be allowed to move on with her life. Attempting to  
6 intervene in the parties already concluded divorce should not be permitted by this Court.

7 III.

8 ARGUMENT

9 Intervention in a case is governed by NRCP Rule 24 and NRS 12.130. Intervention of  
10 Right under the Rule is allowed only "upon timely application," which is a prerequisite before further  
11 consideration of whether there is even an actual basis for intervention under the Rule. Considering the  
12 fact that the Divorce Decree was filed and entered more than a month and a half prior to Far West's  
13 Motion being filed, and after the case was already judicially closed, Far West's Motion is not timely.  
14 Furthermore, Far West was fully aware that a divorce action had been filed and was already pending  
15 between the Michael and Rhonda by at least July 9, 2015, if not earlier, because it was openly discussed  
16 at a hearing held that day in Dept. 15 before Judge Joe Hardy of the District Court (hereinafter "District  
17 Court Judge")<sup>2</sup> in the ongoing civil case between Michael and Far West. Therefore, for Far West to  
18 wait nearly two months to file their Motion to intervene in this divorce case, it is clearly not "timely  
19 application" so their Motion must fail for being untimely.

20 Next, pursuant to NRCP Rule 24(a), if the timeliness prerequisite is met, a third party  
21 can intervene "when a statute confers an unconditional right to intervene." Far West tries to argue that  
22 NRS 12.130 allows them to intervene in this divorce case, again ignoring the untimeliness of their  
23 attempted intervention. NRS 12.130(1)(a) makes it clear that a party may seek to intervene "before the  
24 trial". Again, Far West did not file their motion until a month and a half after the final hearing in this  
25 case, the Decree of Divorce was entered, and the case was closed by the Court. Again, even under the  
26

27 <sup>2</sup> Rhonda and her counsel acknowledge that this Court is also a District Court. In the context of this  
28 Opposition and Counter-motion, this nomenclature is being used to distinguish the regular civil  
District Court Judge (Joe Hardy) from the Family District Court Judge (Linda Marquis).

1 very statute Far West tries to rely upon, their motion is not timely and must be denied.

2 If the Court were to entirely disregard the clear fact that Far West's Motion is untimely,  
3 NRCP Rule 24(a) further provides that intervention by a third party is only permitted "when the  
4 applicant claims an interest relating to the property or transaction which is the subject of the action and  
5 the applicant is so situated that the disposition of the action may as a practical matter impair or impede  
6 the applicant's ability to protect that interest." Far West's judgment is certainly not the "subject of the  
7 action" in this divorce case. Rather the subject of the action is the parties' divorce itself and all things  
8 incident thereto, including allocation of assets and debts of the parties. In this case, Far West has not  
9 demonstrated that Rhonda's and Michael's divorce action will in anyway impair or impede their ability  
10 to protect their interests as a creditor of Michael. Indeed, if the Court were to accept their logic and  
11 argument in their Motion, one might argue that any creditor should be allowed to intervene in every  
12 divorce case, whether it be a mortgage company, an automobile loan holder, a credit card company, or  
13 any other creditor. Such a conclusion would yield an absurd result, where suddenly every creditor of  
14 every party to a divorce will be required to seek to intervene in every divorce case in order to get paid  
15 from community assets prior to the division of such assets. The reality is that a divorce decree which  
16 allocates assets and responsibility for debts does nothing to bind any of the creditors or otherwise  
17 impede a creditors right to lawfully collect a debt where such a right exists. Rather, it simply assigns  
18 responsibility as and between the parties themselves. In other words, if a decree of divorce says the wife  
19 is responsible for the husband's American Express bill, American Express is still able to pursue  
20 collection against anyone from whom they have right to collect. Such a provision in a Decree does not  
21 limit the collection rights of any third party.

22 Notably omitted from Far West's legal analysis regarding intervention is any reference  
23 to or citation to the recently published opinion from the Court of Appeals of the State of Nevada,  
24 Anderson v. Sanchez, 131 Nev., Advance Op. 51 (decided July 23, 2015) – ironically decided the very  
25 same day that the parties' Decree of Divorce was filed in this case.<sup>3</sup> Anderson involved a divorce case

26  
27 <sup>3</sup> In fact, Far West's attorney in this matter, Daniel Marks, Esq., was one of the attorneys for the  
28 Respondent in this case, so he should certainly be aware of this newly published opinion and the  
potential application to the legal arguments being presented in this matter.

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1 where the husband and wife had reached a final settlement agreement during mediation which was  
2 memorialized in a Memorandum of Understanding. Prior to entry of the final decree of divorce, the  
3 husband attempted to rescind his signature from the memorialized agreement, claiming that his sister  
4 had an ownership interest in one of the houses, and she should therefore have been joined or allowed  
5 to intervene in the action due to her claimed ownership interest in the asset. The district court proceeded  
6 to enter the Decree over husband's objections and an appeal ensued.

7 On appeal the Nevada Court of Appeals reversed and remanded the matter holding:

8 the district court should have conducted an evidentiary hearing to decide the joinder  
9 issues before the court adjudicated the parties' property pursuant to the settlement  
10 agreement. We therefore vacate the district court's divorce decree only as it affects the  
11 disposition of the property at issue and remand this matter to the district court with  
12 instructions to conduct an evidentiary hearing to determine whether the sister should  
13 have been joined under NRCP 19(a). (Anderson, 131 Nev. Adv. Op. at Page 2)

14 The holding from the Court of Appeals primarily addresses the issue of whether the sister should have  
15 been joined to the action adding that "[i]f the district court determines that [the sister] is a necessary  
16 party, the court must then determine the relative rights of [husband, wife and the sister] in the []  
17 property, and must revisit the portions of the [agreement] concerning that property as appropriate."  
18 Anderson, 131 Nev. Adv. Op. at Page 20. The crux of the issue was whether the sister had an ownership  
19 interest in the property, which is why an evidentiary hearing was required.

20 In conducting it's analysis, the Appellate Court provided helpful guidance for analyzing  
21 when a third party should be allowed to intervene in a divorce case. The primary fact that appeared to  
22 clearly distinguish Anderson from the facts of the case at bar was that the husband's sister claimed to  
23 have an *actual ownership interest* in one of the marital assets (a residence), whereas in this case Far  
24 West is simply a creditor seeking to collect a judgment against any/all community assets. Far West has  
25 no ownership interest in any of the parties' assets. Intervention may be proper when a third party  
26 "claims an interest in property involved in litigation." Anderson, 131 Nev. Adv. Op. at Page 12 (citing  
27 Wharff v. Wharff, 56 N.W.2d 1, 3-4 (Iowa, 1952). "The court recognized that allowing intervention  
28 would help avoid a multiplicity of suits and the possibility that the division of property in a divorce  
might be rendered inequitable if property divided in the divorce is later awarded to a third person in a  
separate action." Anderson, 131 Nev. Adv. Op. at Page 12 (citing Wharff v. Wharff, 56 N.W.2d 1, 4



1 (Iowa 1952).

2 In this case, Far West is not, and indeed cannot, assert an ownership interest in any of  
3 the former marital assets, which might arguably justify their intervention in this case. Rather they are  
4 a judgment holder, a debt collector, whose right to continue to try to collect a debt has no bearing on,  
5 and is not impacted by, the divorce of Rhonda and Michael. Indeed, if one of the purposes of allowing  
6 an intervention is to "avoid a multiplicity of suits," the fact that Far West is already engaged in litigation  
7 with Michael regarding the collection of their judgment is assurance that their rights as a creditor are  
8 being addressed, without the necessity of them also intervening in a divorce case that is done and over.

9 The Court in Anderson further noted that "the majority view" among jurisdictions is that  
10 "a third person may be joined as a party to a divorce action based on a claimed interest in real or  
11 personal property that is to be divided among the divorcing parties." Anderson, 131 Nev. Adv. Op. at  
12 Page 12 (citing Copeland v. Copeland, 616 S.W.2d 773, 775 (Ark. Ct. App. 1981). Several other cases  
13 cited by the Nevada Court of Appeals in its opinion further establish that Far West's intervention in the  
14 parties' divorce is unwarranted and unnecessary. For example, the Court cites Aniballi v. Aniballi, 842  
15 P.2d 342, 343 (Mont. 1992), which noted that "a decree of dissolution resolves rights to the marital  
16 property as between the parties seeking dissolution of the marriage, but will not determine title *in rem*."  
17 Parties in a divorce are therefore able to divide their interest in the property, leaving any interest of third  
18 parties undisturbed. Anderson, 131 Nev. Adv. Op. at Page 15 ((citing Aniballi, 842 P.2d at 343; see also  
19 Walters v. Walters, 113 S.W.3d 214, 219 (Mo. Ct. App. 2003) (recognizing that the trial court did not  
20 need to determine the relative interests of a couple and the husband's mother in the property being  
21 divided in a divorce proceeding, but could properly divide only the couple's interest by awarding "[a]ny  
22 interest the parties may have in the property.))

23 Again, Far West is merely a creditor who holds a judgment. They are no different from  
24 any other creditor. For example, if a community residence is awarded to one party in a divorce subject  
25 to a mortgage on the property in both parties' names; the mortgage company's right to pursue both  
26 parties in the event of a delinquency on the mortgage is not impaired by the fact that the Decree stating  
27 that one party is solely responsible for debt. Certainly, the party who was to be indemnified on the debt  
28 has a cause of action or recourse against the former spouse to recover any losses they may experience

1 should the debt holder execute its rights against that party. Accordingly, denying Far West's Motion  
2 to Intervene in no way impairs or impedes their ability to try to collect on their judgment through any  
3 legal and lawful means. The Decree is a binding order as and between the parties only.

4 Far West next tries to argue that they should be permitted to intervene pursuant to NRCP  
5 Rule 24(b) (Permissive Intervention). Again, this rule also has a prerequisite of timeliness and Far  
6 West's Motion is not timely, as already discussed at length above. Furthermore, their argument that  
7 there is a "claim or defense and the main action have a question of law or fact in common" is a stretch  
8 at best and sanctionable under NRCP Rule 11 at worst. Far West tries to argue that the "question of law  
9 in common" is the validity of the Post-Marital Settlement Agreement and the disposition of the parties'  
10 assets. Far West argues that because the District Court Judge in the civil case between Michael and Far  
11 West made a finding that the parties post-marital agreement was a fraudulent transfer, that this Court  
12 is prohibited from considering the same in allocating the parties' assets in the divorce. In making such  
13 arguments, Far West fails to fully disclose the facts and circumstances surrounding this issue. The  
14 District Court Judge rendered an opinion regarding the parties' Post-Marital Agreement and related  
15 matters at issue in the civil case between Michael and Far West without taking any evidence  
16 notwithstanding multiple factual and legal arguments and objections set forth in that case. Rhonda is  
17 aware that Michael's attorneys in the civil case took a Writ on the District Court Judge's ruling which  
18 Writ was granted. The matter has been stayed by the Nevada Supreme Court pending further review  
19 on appeal. A copy of the Order Granting Temporary Stay filed July 20, 2015, is attached as Exhibit "1."

20 Prior to this Court even considering Far West's arguments related to specific facts and  
21 circumstances of the case, the Court must first decide if Far West can get over the threshold by  
22 qualifying to intervene in the parties closed and finalized divorce. Rhonda maintains that Far West  
23 cannot get over the threshold for all the reasons stated herein. Therefore, without delving too deeply  
24 into Far West's arguments about res judicata and issue preclusion, the very case law cited by Far West  
25 in their motion is contrary to Far West's claims about the application of res judicata. "For res judicata  
26 to apply, three pertinent elements must be present: (1) the issue decided in the prior litigation must be  
27 identical to the issue presented in the current action; (2) the initial ruling must have been on the merits  
28 and have become final; and (3) the party against whom the judgment is asserted must have been a party

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1 or in privity with the party in the prior litigation.” University of Nevada v. Tarkanian, 110 Nev. 581,  
2 598, 879 P.2d 1180, 1191 (1994)(citing Horvath v. Gladstone, 97 Nev. 594, 597, 637 P.2d 531, 5333  
3 (1981) (emphasis added)). In this case, none of the cited “pertinent elements” are applicable  
4 notwithstanding Far West’s arguments to the contrary. 1) The issue decided in the prior litigation  
5 between Michael and Far West is certainly not *identical* to the issue in the divorce case, which is simply  
6 an allocation of responsibility for the debt in question. 2) The ruling by the District Court is not final,  
7 as a Writ was granted and an appeal is pending. 3) Rhonda was certainly not a party to the litigation  
8 between Michael and Far West.

9 Far West in its motion is also attempting to mislead the Court by suggesting that the  
10 parties’ Divorce itself is fraudulent and was done without this Court being aware of the ongoing civil  
11 litigation between Michael and Far West. These claims are entirely false. The parties’ divorce is real  
12 and the reasons thereof are none of Far West’s business. The language of the Decree of Divorce and  
13 testimony placed on the record at the time of the final hearing in the divorce case clearly show that this  
14 Court was made fully aware of the civil fraud judgment against Michael and the civil proceedings  
15 brought by Far West. Indeed, the civil case and the fraud judgment against Michael are mentioned at  
16 least four times in the parties’ Decree of Divorce and were disclosed, discussed and referenced on the  
17 record at the final hearing. Additionally, the Decree expressly includes language acknowledging that  
18 the there is still a pending disputed third party claim in Case No. A-12-67035. As such, any argument  
19 by Far West suggesting that this Court was not made aware of the related civil action, or that the parties  
20 failed to disclose the same to the family court, is simply false. Further, such a blatantly false statement  
21 of facts is sanctionable under NRCP Rule 11.

22 ...  
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IV.

**CONCLUSION**

Based on the foregoing, Rhonda respectfully requests that the Court summarily deny Far West's Motion to Intervene and that Far West be ordered to reimburse Rhonda for her attorney's fees and costs incurred in being required to respond to Far West's unwarranted motion, as permitted by NRS 12.130(d).

Respectfully submitted,

KAINEN LAW GROUP, PLLC

By: 

EDWARD KAINEN, ESQ.

Nevada Bar No. 5029

ANDREW L. KYNASTON, ESQ.

Nevada Bar No. 8147

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Plaintiff

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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
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**AFFIDAVIT OF COUNSEL IN SUPPORT MOTION**

STATE OF NEVADA )  
                          : ss.  
COUNTY OF CLARK )

ANDREW L. KYNASTON, being first duly sworn, deposes and says:

That I am an attorney duly licensed to practice law in the State of Nevada. That I represent, Rhonda Helene Mona, who is the Plaintiff in the above action.

I am requesting, on behalf of my client, that Far West's Motion to Intervene be denied for the reasons set forth in the above Opposition. Also, that fees and costs be imposed as provided under NRS 12.130(d).

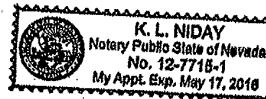
FURTHER, Affiant sayeth naught.

  
ANDREW L. KYNASTON

SUBSCRIBED AND SWORN to before me

this 24<sup>th</sup> day of September, 2015.

  
NOTARY PUBLIC, in and for said  
County and State



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Las Vegas, Nevada 89129  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of September, 2015, I caused to be served the 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 Attorney's Fees and Costs Incurred Pursuant to Nrs 12.130(1)(d) to all interested parties as follows:

X BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

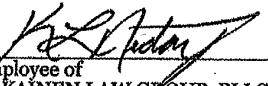
Terry Coffing, Esq.  
10001 Park Run Drive  
Las Vegas, Nevada 89145

Daniel Marks, Esq.  
610 S. Ninth Street  
Las Vegas, Nevada 89101

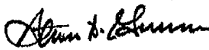
BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

  
An Employee of  
KAINEN LAW GROUP, PLLC

## Exhibit D

  
CLERK OF THE COURT

1 Marquis Aurbach Coffing  
2 Terry A. Coffing, Esq.  
3 Nevada Bar No. 4949  
4 Tye S. Hanseen, Esq.  
5 Nevada Bar No. 10365  
6 10001 Park Run Drive  
7 Las Vegas, Nevada 89145  
8 Telephone: (702) 382-0711  
9 Facsimile: (702) 382-5816  
10 tcoffing@maclaw.com  
11 thanseen@maclaw.com  
12 Attorneys for Defendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

13 RHONDA HELENE MONA,

14 Plaintiff,

15 vs.

16 MICHAEL JOSEPH MONA,

17 Defendant.

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

Date of Hearing: October 8, 2015  
Time of Hearing: 9:00 a.m.

ORAL ARGUMENT REQUESTED: YES

18 **DEFENDANT MICHAEL MONA'S JOINDER TO PLAINTIFF'S OPPOSITION TO**  
19 **FAR WEST'S MOTION TO INTERVENE, FOR A FINDING AND ORDER THAT THE**  
20 **POST-MARITAL AGREEMENT IS VOID BASED ON THE PRINCIPLES OF RES**  
21 **JUDICATA AND ISSUE PRECLUSION, AND THAT THE PLAINTIFF AND**  
22 **DEFENDANT ARE JOINTLY LIABLE FOR THE JUDGMENT HELD BY**  
23 **INTERVENOR**  
24 **AND**  
25 **PLAINTIFF'S COUNTERMOTION FOR FAR WEST TO PAY PLAINTIFF'S**  
26 **ATTORNEY FEES AND COSTS INCURRED PURSUANT TO NRS 12.130(1)(d)**

27 Defendant Michael J. Mona ("Defendant"), through the law firm of Marquis Aurbach  
28 Coffing, hereby joins Plaintiff Rhonda Mona's ("Plaintiff") 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 Attorney Fees and Costs Incurred Pursuant to NRS 12.130(1)(d). This Joinder hereby

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816



MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX (702) 382-3816

1 adopts the same facts, law, and analysis in the Opposition and Countermotion as if fully set forth  
2 herein, to the extent they apply to the Defendant, and is based on the same arguments and all  
3 papers and pleadings on file with this Court.

4 Dated this 29th day of September, 2015.

5  
6 MARQUIS AURBACH COFFING

7  
8 By /s/ Tye S. Hanseen

9 Terry A. Coffing, Esq.  
10 Nevada Bar No. 4949  
11 Tye S. Hanseen, Esq.  
12 Nevada Bar No. 10365  
13 10001 Park Run Drive  
14 Las Vegas, Nevada 89145  
15 Attorneys for Defendant  
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MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **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 ATTORNEY FEES AND COSTS INCURRED PURSUANT TO NRS 12.130(1)(D)** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 29th day of September, 2015. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

**Kainen Law Group**

**Contact**  
Andrew Kynaston, Esq.  
Carol Navarro  
Edward Kainen, Esq.  
Kolin Niday  
Service

**Email**  
[andrew@kainenlawgroup.com](mailto:andrew@kainenlawgroup.com)  
[carol@kainenlawgroup.com](mailto:carol@kainenlawgroup.com)  
[ed@kainenlawgroup.com](mailto:ed@kainenlawgroup.com)  
[kolin@kainenlawgroup.com](mailto:kolin@kainenlawgroup.com)  
[service@kainenlawgroup.com](mailto:service@kainenlawgroup.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

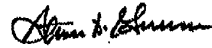
F. Thomas Edwards, Esq.  
Andrea M. Gandara, Esq.  
Holley Driggs Walch, et al.  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
*Attorneys for Intervenor Far West Industries*

/s/ Rosie Wesp  
an employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

## Exhibit E

Electronically Filed  
11/25/2015 09:40:13 AM

  
CLERK OF THE COURT

1 **ORDER**  
2 EDWARD L. KAINEN, ESQ.  
3 Nevada Bar No. 5029  
4 ANDREW L. KYNASTON, ESQ.  
5 Nevada Bar No. 8147  
6 KAINEN LAW GROUP, PLLC  
7 3303 Novat Street, Suite 200  
8 Las Vegas, Nevada 89129  
9 Telephone: (702) 823-4900  
10 Facsimile: (702) 823-4488  
11 Service@KainenLawGroup.com  
12 Attorneys for Plaintiff

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DISTRICT COURT  
CLARK COUNTY, NEVADA

11 RHONDA HELENE MONA,  
12 Plaintiff,  
13 vs.  
14 MICHAEL JOSEPH MONA,  
15 Defendant.

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

Date of Hearing: October 8, 2015  
Time of Hearing: 9:00 a.m.

17 **ORDER**

18 THIS MATTER having come on before the above-entitled Court on the 8th day of  
19 October, 2015, on "Far West's Motion to Intervene, For a Finding and Order that the Post-Marital  
20 Agreement is Void Based on the Principles of Res Judicata and Issue Preclusion, and that the Plaintiff  
21 and Defendant are Jointly Liable for the Judgment Held by Intervenor, Plaintiff's Opposition thereto  
22 and Countermotion for Far West to Pay Plaintiff's Attorney's Fees and Costs Incurred Pursuant to NRS  
23 12.130(1)(d), and Defendant's Joinder thereto"; Intervenor, Far West Industries ("Far West"), not  
24 present but represented by and through their attorneys, DANIEL MARKS, ESQ., of THE LAW  
25 OFFICE OF DANIEL MARKS, ESQ., and THOMAS EDWARDS, ESQ., of the law firm of HOLLEY  
26 DRIGGS WALCH FINE WRAY PUZEY & THOMPSON, Plaintiff, RHONDA HELENE MONA  
27 ("Rhonda"), not present but appearing by and through her attorneys, EDWARD L. KAINEN, ESQ., and  
28 ANDREW L. KYNASTON, ESQ., of the KAINEN LAW GROUP, PLLC, and Defendant, MICHAEL

**RECEIVED**

NOV 13 2015

DEPT 6

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, NV 89129  
702.823.4900 - Fax 702.823.4488  
www.KainenLawGroup.com

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4980 • Fax 702.823.4488  
www.KainenLawGroup.com

1 JOSEPH MONA ("Michael"), not present and appearing by and through his attorney, TYE HANSEEN,  
2 ESQ., of the law firm of MARQUIS AURBACH COFFING; the Court having reviewed the pleadings  
3 and papers on file herein, and good cause appearing therefor, makes the following Findings and Orders:

4 THE COURT HEREBY FINDS that this case was already closed at the time Far West  
5 filed their Motion to Intervene.

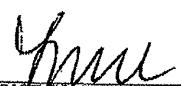
6 Therefor, good cause appearing,

7 IT IS HEREBY ORDERED that Far West's Motion to Intervene is denied, due to the  
8 motion not being timely.

9 IT IS FURTHER ORDERED that based on the denial of Far West's Motion, Plaintiff and  
10 Defendant's request for attorney's fees should be granted. Plaintiff's and Defendant's counsel will  
11 provide the Court with Memorandum of Fees and Costs pursuant to the Brunzel factors outlining the  
12 amounts expended to oppose Far West's Motion, and Far West shall have 14 days to respond to the  
13 Memorandum of Fees and Costs filed by Plaintiff and Defendant.

14 IT IS FURTHER ORDERED that Far West may obtain video of the hearing conducted  
15 October 8, 2015.

16 DATED this 24<sup>th</sup> day of November, 2015.

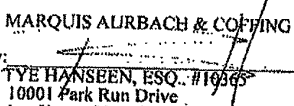
17   
18 DISTRICT COURT JUDGE MC

19 Submitted by:

20 KAINEN LAW GROUP, PLLC

21 By:   
22 EDWARD KAINEN, ESQ., #5029  
23 ANDREW L. KYNAKTON, ESQ., #8147  
24 3303 Novat Street, Suite 200  
25 Las Vegas, Nevada 89129  
26 Attorneys for Plaintiff

27 MARQUIS AURBACH & COFFING

28 By:   
29 TYE HANSEEN, ESQ., #10365  
30 10001 Park Run Drive  
31 Las Vegas, Nevada 89145  
32 Attorney for Defendant

## Exhibit F

1 **WRITG**  
2 **F. THOMAS EDWARDS, ESQ.**  
3 Nevada Bar No. 9349  
4 E-mail: tedwards@nevadafirm.com  
5 **ANDREA M. GANDRA, ESQ.**  
6 Nevada Bar No. 12580  
7 E-mail: agandra@nevadafirm.com  
8 **HOLLEY DRIGGS WALCH**  
9 **FINE WRAY PUZEY & THOMPSON**  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912  
14  
15 *Attorneys for Plaintiff Far West Industries*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

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

20 **Plaintiff,**

21 **v.**

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

27 **Defendants.**

Case No. 12-670252-1  
Dept. No. XV

28 **WRIT OF GARNISHMENT RETURNING THE ENCLOSED**  
29 **CHECK FOR THE FOLLOWING REASON:**

30 **THE STATE OF NEVADA TO:**

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

☒ 120 DAYS EXPIRED 4/29/16  
☐ BALANCE DUE  
☐ JUDGMENT PAID IN FULL  
☐ OTHER

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

10594-01/1582452

## Exhibit G



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

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

This WRIT must be answered,  
signed and returned to:  
**The Office of the  
Ex-Officio Constable**  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155

27 **WRIT OF GARNISHMENT**

28 **THE STATE OF NEVADA TO:**

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

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

10594-01/1711604.doc

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

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

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

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- 2 -

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Issued at direction of: **SHERIFF/CONSTABLE ~ CLARK COUNTY**

**Bv:**

**Title**

Date \_\_\_\_\_

HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON

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

E-mail: [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com)

ANDREA M. GANDARA, ESQ., NV Bar No. 12580  
E-mail: agandara@agandara.com

E-mail: [agandara@nevadafirm.com](mailto:agandara@nevadafirm.com)  
400 South Fourth Street, Third Floor

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

Telephone: 702/791-0308

*Attorneys for Plaintiff*

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

3 The undersigned, being duly sworn, states that I received the within WRIT OF  
4 GARNISHMENT on the \_\_\_\_ day of \_\_\_\_\_, 2016, and personally served the same on  
5 the \_\_\_\_ day of \_\_\_\_\_, 2015 by showing the original WRIT OF GARNISHMENT,  
6 informing of the contents and delivering and leaving a copy, along with the statutory fee of  
7 \$5.00, with \_\_\_\_\_ at \_\_\_\_\_, County of Clark, State of  
8 Nevada.

9  
10 By: \_\_\_\_\_

11 Title: \_\_\_\_\_

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

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

16 ANSWER: NO

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

25 Calculate the garnishable amount as follows:

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

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

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

1 (2) Deductions required by law (not including child support).....\$ 3272.09  
 2 (3) Disposable Earning [Subtract line 2 from line 1] .....\$ 8266.37  
 3 (4) Federal Minimum Wage.....\$ 7.25  
 4 (5) Multiply line 4 by 50.....\$ 362.50  
 5 (6) Complete the following direction in accordance with the letter selected above:  
 6 [A] Multiply line 5 by 1 .....\$ N/A  
 7 [B] Multiply line 5 by 2 .....\$ 725.00  
 8 [C] Multiply line 5 by 52 and then divide by 24.....\$ N/A  
 9 [D] Multiply line 5 by 52 and then divide by 12.....\$ N/A  
 10 (7) Subtract line 6 from line 3.....\$ 7541.37

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

13 ANSWER: 25% of \$7541.37 = \$1885.34. There is biweekly  
 14 Spousal Support of \$415.39. Also, see the attached Claim of Exemption.

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

19 ANSWER: other than the earnings detailed above, NO.

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

25 ANSWER: NO

ANSWER: NO

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

Kathleen Kellner  
Garnishee

1 STATE OF NEVADA }  
2 COUNTY OF CLARK } SS:  
3 I, Kathleen Kelleher, do solemnly swear (or affirm) that the answers to the  
4 foregoing interrogatories subscribed by me are true.  
5  
6  
7  
8 SUBSCRIBED AND SWORN to before me this  
9 19<sup>th</sup> day of July, 2016  
10 Barbara Tsatsa  
11 NOTARY PUBLIC  
12  
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Kathleen Kelleher  
Garnishee



## Exhibit H



The Office of the  
**EX-OFFICIO CONSTABLE**

July 5, 2016

MICHAEL J MONA JR  
10001 PARK RUN DR  
LAS VEGAS, NV 89145

RECEIVED  
JUL 12 2016  
MAC LAW

**RE: Court Case Number A-12-670352**

In accordance with NRS 21.075, we are sending you a copy of the *Notice of Execution after Judgment* and the *Writ of Execution* on your case. If this office can be of any further service, please do not hesitate to call.

Sincerely,

Office of the Ex-Officio Constable

2 enclosures

302 E Carson Ave 5<sup>th</sup> Floor / Box 552110  
Las Vegas, NV 89101  
Ofc: 702) 455-4099 / Fax: 702) 385-2436

**EIGHTH JUDICIAL DISTRICT COURT**  
**Clark County, Nevada**  
**NOTICE OF EXECUTION**

**YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING GARNISHED.**

A court has determined that you owe money to **FAR WEST INDUSTRIES**, the judgment creditor. The judgment creditor has begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, not to exceed \$550,000, unless:
  - (a) The judgment is for a medical bill, in which case all the primary dwelling, including a mobile or manufactured home, may be exempt.
  - (b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.
10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than \$15,000.
12. Seventy-five percent of the take-home pay for any workweek, unless the weekly take-home pay is less than 50 times the federal minimum hourly wage, in which case the entire amount may be exempt.
13. Money not to exceed \$500,000 in present value, held in:
  - (a) An individual retirement arrangement which conforms with the applicable limitations and requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A;

- (b) A written simplified employee pension plan which conforms with the applicable limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. § 408;
  - (c) A cash or deferred arrangement that is a qualified plan pursuant to the Internal Revenue Code;
  - (d) A trust forming part of a stock bonus, pension or profit-sharing plan that is a qualified plan pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and
  - (e) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.
14. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.
  15. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.
  16. Regardless of whether a trust contains a spendthrift provision:
    - (a) A present or future interest in the income or principal of a trust, if the interest has not been distributed from the trust;
    - (b) A remainder interest in the trust whereby a beneficiary of the trust will receive property from the trust outright at some time in the future under certain circumstances;
    - (c) A discretionary power held by a trustee to determine whether to make a distribution from the trust, if the interest has not been distributed from the trust;
    - (d) The power to direct dispositions of property in the trust, other than such a power held by a trustee to distribute property to a beneficiary of the trust;
    - (e) Certain powers held by a trust protector or certain other persons;
    - (f) Any power held by the person who created the trust; and
    - (g) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.
  17. If a trust contains a spendthrift provision:
    - (a) A mandatory interest in the trust in which the trustee does not have discretion concerning whether to make the distribution from the trust, if the interest has not been distributed from the trust;
    - (b) A support interest in the trust in which the standard for distribution may be interpreted by the trustee or a court, if the interest has not been distributed from the trust; and
    - (c) Any other property of the trust that has not been distributed from the trust. Once the property is distributed from the trust, the property is subject to execution.
  18. A vehicle for use by you or your dependent which is specially equipped or modified to provide mobility for a person with a permanent disability.

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- 
19. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.
  20. Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.
  21. Payments received as compensation for wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.
  22. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.
  23. Payments received as restitution for a criminal act.
  24. Personal property, not to exceed \$1,000 in total value, if the property is not otherwise exempt from execution.
  25. A tax refund received from the earned income credit provided by federal law or a similar state law.
  26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure on a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through Nevada Legal Services. If you do not wish to consult an attorney or receive legal services from an organization that provides assistance to persons who qualify, you may obtain the form to be used to claim an exemption from the Clerk of the Court.

#### PROCEDURE FOR CLAIMING EXEMPT PROPERTY

If you believe that the money or property taken from you is exempt, you must complete and file with the Clerk of the Court an executed claim of exemption. A copy of the claim of exemption must be served upon the Las Vegas Township Constable, the garnishee, and the judgment creditor within 10 days after the notice of execution or garnishment is served on you by mail pursuant to NRS 21.076 which identifies the specific property that is being levied on. The property must be released by the garnishee or the Las Vegas Township Constable within 9 judicial days after you serve the claim of exemption upon the Las Vegas Township Constable, garnishee, and judgment creditor, unless the Las Vegas Township Constable or garnishee receives a copy of an objection to the claim of exemption and a notice for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt. The objection to the claim of exemption and notice for the hearing to determine the issue of exemption must be filed within 8 judicial days after the claim of exemption is served on the judgment creditor by mail or in person and served on the judgment debtor, the Las Vegas Township Constable, and any garnishee not less than 5 judicial days

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before the date set for the hearing. The hearing to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim of exemption and notice for the hearing is filed. You may be able to have your property released more quickly if you mail to the judgment creditor or the attorney of the judgment creditor written proof that the property is exempt. Such proof may include, without limitation, a letter from the government, an annual statement from a pension fund, receipts for payment, copies of checks, records from financial institutions, or any other document which demonstrates that the money in your account is exempt.

IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION WITHIN THE TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD AND THE MONEY GIVEN TO THE JUDGMENT CREDITOR, EVEN IF THE PROPERTY OR MONEY IS EXEMPT.  
NRS 21.075 (2011).

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

14 *Attorneys for Plaintiff*

15  
16 DISTRICT COURT  
17 CLARK COUNTY, NEVADA

18 FAR WEST INDUSTRIES, a California  
19 corporation,

20 Plaintiff,

21 v.

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

27 Defendants.

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

28 WRIT OF EXECUTION

☒ Earnings ☐ Other Property  
☐ Earnings. Order of Support

29 THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE - CLARK COUNTY,  
30 GREETINGS:

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

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1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE AMOUNTS TO BE COLLECTED BY LEVY

3 Judgment	\$17,777.562.18	NET BALANCE	\$25,611.068.27
4 Attorney's Fees	\$327,548.84	Fee this Writ	
5 Costs	\$25,562.56	Garnishment Fee	5
6 JUDGMENT TOTAL	\$18,130.673.58	Levy Fee	30
7 Accrued Costs		Mileage	12
8 Accrued Interest	\$7,540.373.24	Storage	
9 Less Satisfaction	\$59,978.55	Interest from	
10		Date of Issuance	
11 NET BALANCE	\$25,611.068.27	SUB-TOTAL	25,611,115.27
12		Commission	128,108.08
13		TOTAL LEVY	25,739,223.35

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

21 (See below or exemptions which may apply)

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☒ Earnings

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

☐ Earnings (Judgment or Order of Support)

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

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

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

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

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

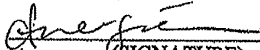
You are required to return this Writ from date of issuance not less than 10 days or more than 60



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days with the results of your levy endorsed thereon.

Submitted By:

  
(SIGNATURE)

STEVEN D. GRIERSON, CLERK OF COURT

By: PATRICIA AZUCENA DISTRICT CLERK  
Deputy Clerk Date 24 2016



F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
ANDREA M. GANDARA  
Nevada Bar No. 12580  
HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912  
*Attorneys for Plaintiff*

RETURN

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

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

SHERIFF/CONSTABLE - CLARK COUNTY

By:

REMITTED TO JUDGMENT CREDITOR \$

Deputy

Date

## Exhibit I

1 **WRITE**  
2 **F. THOMAS EDWARDS, ESQ.**  
3 Nevada Bar No. 9549  
4 E-mail: tedwards@nevadafirm.com  
5 **ANDREA M. GANDARA, ESQ.**  
6 Nevada Bar No. 12380  
7 E-mail: agandara@nevadafirm.com  
8 **HOLLEY DRIGGS WALCH**  
9 **FINE WRAY PUZEY & THOMPSON**  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

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

19 **Plaintiff,**

20 **v.**

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

26 **Defendants.**

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

27 **WRIT OF EXECUTION**

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

29 **THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE - CLARK COUNTY,**  
30 **GREETINGS:**

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

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1 days with the results of your levy endorsed thereon.

2  
3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

OCT 19 2016

4 *Michelle McCarthy*  
(SIGNATURE)

MICHELLE MCCARTHY

By: Deputy Clerk



6 F. THOMAS EDWARDS, ESQ.  
Nevada Bar No. 9549  
7 ANDREA M. GANDARA  
Nevada Bar No. 12580  
8 HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON  
9 400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
10 Telephone: 702/791-0308  
Facsimile: 702/791-1912  
11 Attorneys for Plaintiff

RETURN

Not satisfied	\$
Satisfied in sum of	\$
Costs retained	\$
Commission retained	\$
Costs incurred	\$
Commission incurred	\$
Costs Received	\$
REMITTED TO JUDGMENT CREDITOR	\$

12  
13 I hereby certify that I have this date  
14 returned the foregoing Writ of Execution  
with the results of the levy endorsed  
15 thereon.

16 SHERIFF/CONSTABLE - CLARK  
COUNTY

17 By:

20 Deputy

Date

22 Make Check Payable To:  
23 The Office of the  
24 Ex-Officio Constable  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155  
702-455-4099  
26 Put Case # & Name on Check

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

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California  
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

**This WRIT must be answered,  
signed and returned to:  
The Office of the  
Ex-Officio Constable  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155**

27 **WRIT OF GARNISHMENT**

28 **THE STATE OF NEVADA TO:**

29 MICHAEL MONA, RESIDENT AGENT AND PRESIDENT  
30 CV SCIENCES, INC. FORMERLY KNOWN AS CANNAVEST CORPORATION  
31 2688 SOUTH RAINBOW BOULEVARD  
32 SUITE B  
33 LAS VEGAS, NV 89146

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

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

8 **YOU ARE REQUIRED** within 20 days from the date of service of this Writ of  
9 Garnishment to answer the interrogatories set forth herein and to return your answers to the  
10 office of the Sheriff or Constable which issues the Writ of Garnishment. In case of your failure  
11 to answer the interrogatories within 20 days, a Judgment by Default in the amount due the  
12 Plaintiff, which amount as of October 14, 2016 is \$26,120,402.76 and which amount Plaintiff  
13 demands, may be entered against you.

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

19 ...  
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**YOU ARE FURTHER REQUIRED** to serve a copy of your answers to the Writ of Garnishment on Plaintiff's attorneys whose address appears below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Issued at direction of: **SHERIFF/CONSTABLE - CLARK COUNTY**

By: \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

HOLLEY DRIGGS WALCH  
FINE WRAY PUZEY & THOMPSON

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

**Attorneys for Plaintiff**



1 STATE OF NEVADA }  
2 COUNTY OF CLARK }

3 The undersigned, being duly sworn, states that I received the within WRIT OF  
4 GARNISHMENT on the \_\_\_\_ day of \_\_\_\_\_, 2016, and personally served the same on  
5 the \_\_\_\_ day of \_\_\_\_\_, 2015 by showing the original WRIT OF GARNISHMENT,  
6 informing of the contents and delivering and leaving a copy, along with the statutory fee of  
7 \$5.00, with \_\_\_\_\_ at \_\_\_\_\_, County of Clark, State of  
8 Nevada.

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

Title: \_\_\_\_\_

12 INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:

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

16. **ANSWER:** \_\_\_\_\_

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

25 Calculate the garnishable amount as follows:

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

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

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

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

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

13 ANSWER: \_\_\_\_\_

14  
15 3. Did you have in your possession, in your charge or under your control, on the date  
16 the WRIT OF GARNISHMENT was served upon you any money, property, effects, good,  
17 chattels, rights, credits or choses in the action of the Defendant, or in which Defendant is  
18 interested? If so, state its value and state fully all particulars:

19 ANSWER: \_\_\_\_\_

20  
21 4. Do you know of any debts owing to the Defendant, whether due or not due, or any  
22 money, property, effects, goods, chattels, rights, credits or choses in action, belonging to the  
23 Defendant, or in which Defendant is interested, and now in possession or under the control of  
24 others? If so, state particulars.

25 ANSWER: \_\_\_\_\_

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STATE OF NEVADA        )  
                              ) ss;  
COUNTY OF CLARK        )

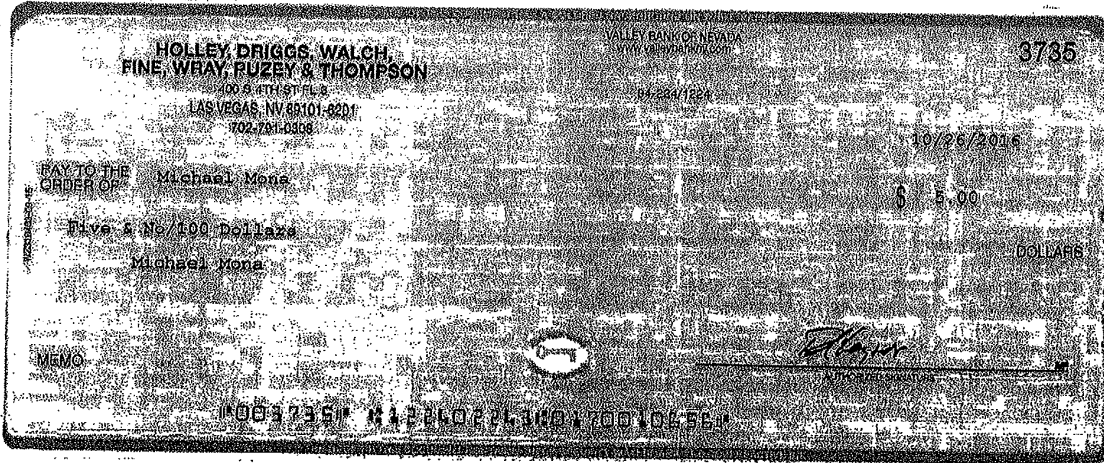
I, \_\_\_\_\_, do solemnly swear (or affirm) that the answers to the  
foregoing interrogatories subscribed by me are true.

\_\_\_\_\_  
Garnishee

SUBSCRIBED AND SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



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

Michael Monn

DL0

10/26/2016

\$ 5.00

3735

Invoice #	Account No.	Account Description	Matter ID	Amount
	1700-000-00	Client Costs - reimbursed client	10594-01	5.00

## Exhibit J

1 **AFFT**  
2 Name (Attorneys Include Bar No. & Firm) \_\_\_\_\_  
3 Address \_\_\_\_\_  
4 City/State/Zip \_\_\_\_\_  
5 Telephone \_\_\_\_\_  
6 In Proper Person OR Attorney for \_\_\_\_\_

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 Plaintiff(s) \_\_\_\_\_  
10 Plaintiff(s), \_\_\_\_\_  
11 -vs- \_\_\_\_\_  
12 Defendant(s) \_\_\_\_\_  
13 Defendant(s). \_\_\_\_\_

CASE NO. Case No. \_\_\_\_\_  
DEPT. NO. Dept. No. \_\_\_\_\_

14  
15 **AFFIDAVIT CLAIMING EXEMPT PROPERTY**

16 STATE OF STATE )  
17 ) ss:  
18 COUNTY OF COUNTY )

19 I, Affiant's Name, believe the property or money taken  
20 from me is exempt from execution. I claim the following exemption:

21 Exemption \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 I declare under penalty of perjury under the law of the State of Nevada that the  
25 foregoing is true and correct.

26 EXECUTED this Day day of Month, 20Yr. .  
27  
28

\_\_\_\_\_  
Affiant

Aft\_Claim\_Exm\_Property.doc/3/15/2005

1 **DOC**  
2 \_\_\_\_\_  
3 (Name)  
4 \_\_\_\_\_  
5 (Address)  
6 \_\_\_\_\_  
7 (City, State, Zip Code)  
8 \_\_\_\_\_  
9 (Telephone Number)  
10 \_\_\_\_\_  
11 (E-mail Address)  
12 ☐ Defendant/ ☐ Other, In Proper Person  
13  
14 **EIGHTH JUDICIAL DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**  
16  
17 Plaintiff(s), Case No.: \_\_\_\_\_  
18 vs. Dept. No.: \_\_\_\_\_  
19 Defendant(s). **CLAIM OF EXEMPTION FROM EXECUTION**  
20  
21 I, (insert your name) \_\_\_\_\_, submit this Claim of  
22 Exemption from Execution pursuant to NRS 21.112 and state as follows:  
23 (Check only one of the following boxes.)  
24 ☐ I am a Defendant or other named party in this case and have had my wages withheld or have  
25 received a Notice of Execution regarding the attachment or garnishment of my wages,  
26 money, benefits, or property.  
27 ☐ I am not a Defendant or other named party in this case, but my wages, money, benefits, or  
28 property are the subject of an attachment or garnishment relating to a Defendant or other  
named party in this case. (NRS 21.112(10).)  
My wages, money, benefits, or property are exempt by law from execution as indicated below.  
Pursuant to NRS 21.112(4), if the Plaintiff/Judgment Creditor does not file an objection and notice of  
hearing in response to this Claim of Exemption within eight judicial days after my Claim of Exemption  
from Execution has been served, any person who has control or possession over my wages, money,

Page 1 of 6 (JC WEB Rev. 01-06-2012)

benefits, or property (such as my employer or bank, for example) must release them to me within nine judicial days after this Claim of Exemption from Execution has been served.

(Check all of the following boxes that apply to your wages, money, benefits, or property.)

- ☐ Money or payments received pursuant to the federal Social Security Act, including retirement, disability, survivors' benefits, and SSL. (NRS 21.090(1)(y) and 42 U.S.C. § 407(a).)
- ☐ Money or payments for assistance received through the Nevada Department of Health and Human Services, Division of Welfare and Supportive Services, pursuant to NRS 422.291. (NRS 21.090(1)(kk) and 422A.325.)
- ☐ Money or payments received as unemployment compensation benefits pursuant to NRS 612.710. (NRS 21.090(1)(hh).)
- ☐ Money or compensation payable or paid under NRS 616A to 616D (worker's compensation/ industrial insurance), as provided in NRS 616C.205. (NRS 21.090(1)(gg).)
- ☐ Money or payments received as veteran's benefits. (38 U.S.C. § 5301.)
- ☐ Money or payments received as retirement benefits under the federal Civil Service Retirement System (CSRS) or Federal Employees Retirement System (FERS). (5 U.S.C. § 8346.)
- ☐ Seventy-five percent (75%) of my disposable earnings. "Disposable earnings" are the earnings remaining "after the deduction . . . of any amounts required by law to be withheld." (NRS 21.090(1)(g)(1).) The "amounts required by law to be withheld" are federal income tax, Medicare, and Social Security taxes.
- ☐ Check here if your disposable weekly earnings do not exceed \$362.50 or 50 times the federal minimum wage ( $50 \times \$7.25 = \$362.50$ ), in which case ALL of your disposable earnings are exempt. (NRS 21.090(1)(g).)
- ☐ Check here if your disposable weekly earnings are between \$362.50 and \$483.33, in which case your exempt income is always \$362.50. Your non-exempt income is your weekly disposable earnings minus \$362.50, which equals (insert amount here): \$ \_\_\_\_\_ per week. (NRS 31.295.)
- ☐ Money or benefits received pursuant to a court order for the support, education, and maintenance of a child, or for the support of a former spouse, including arrearages. (NRS 21.090(1)(s)-(t).)



- 1 ☐ Money received as a result of the federal Earned Income Tax Credit or similar credit provided  
2 under Nevada law. (NRS 21.090(1)(aa).)
- 3 ☐ \$1,000 or less of my money or personal property, identified as *(describe the specific money or property you*  
4 *wish to make exempt)* \_\_\_\_\_  
5 which is not otherwise exempt under NRS 21.090. (NRS 21.090(1)(z).)
- 6 ☐ Money, up to \$500,000, held in a retirement plan in accordance with Internal Revenue Code,  
7 including, but not limited to, an IRA, 401k, 403b, or other qualified stock bonus, pension, or  
8 profit-sharing plan. (NRS 21.090(1)(r).)
- 9 ☐ All money, benefits, privileges, or immunities derived from a life insurance policy. (NRS  
10 21.090(1)(k).)
- 11 ☐ Money, benefits, or refunds payable or paid from Nevada's Public Employees' Retirement System  
12 pursuant to NRS 286.670. (NRS 21.090(1)(ii).)
- 13 ☐ A homestead recorded pursuant to NRS 115.010 on a dwelling (house, condominium, townhome,  
14 and land) or a mobile home where my equity does not exceed \$550,000. (NRS 21.090(1)(l).)
- 15 ☐ My dwelling, occupied by me and my family, where the amount of my equity does not exceed  
16 \$550,000, and I do not own the land upon which the dwelling is situated. (NRS 21.090(1)(m).)
- 17 ☐ Check here if the judgment being collected arises from a medical bill. If it does, your  
18 primary dwelling and the land upon which it is situated (if owned by you), including a mobile  
19 or manufactured home, are exempt from execution regardless of your equity. (NRS 21.095.)
- 20 ☐ My vehicle, where the amount of equity does not exceed \$15,000, or I will pay the judgment  
21 creditor any amount over \$15,000 in equity. (NRS 21.090(1)(f).)
- 22 ☐ Check here if your vehicle is specially equipped or modified to provide mobility for you or  
23 your dependent and either you or your dependent has a permanent disability. Your vehicle is  
24 exempt regardless of the equity. (NRS 21.090(1)(p).)
- 25 ☐ A prosthesis or any equipment prescribed by a physician or dentist for me or my dependent.  
26 (NRS 21.090(1)(q).)
- 27 ☐ My private library, works of art, musical instruments, jewelry, or keepsakes belonging to me or  
28 my dependent, chosen by me and not to exceed \$5,000 in value. (NRS 21.090(1)(a).)

- 1 ☐ My necessary household goods, furnishings, electronics, clothes, personal effects, or yard  
2 equipment, belonging to me or my dependent, chosen by me and not to exceed \$12,000 in value.  
3 (NRS 21.090(1)(b).)
- 4 ☐ Money or payments received from a private disability insurance plan. (NRS 21.090(1)(ee).)
- 5 ☐ Money in a trust fund for funeral or burial services pursuant to NRS 689.700. (NRS 21.090(1)(ff).)
- 6 ☐ My professional library, equipment, supplies, and the tools, inventory, instruments, and materials  
7 used to carry on my trade or business for the support of me and my family not to exceed \$10,000  
8 in value. (NRS 21.090(1)(d).)
- 9 ☐ Money that I reasonably deposited with my landlord to rent or lease a dwelling that is used as my  
10 primary residence, unless the landlord is enforcing the terms of the rental agreement or lease.  
11 (NRS 21.090(1)(n).)
- 12 ☐ Money or payments, up to \$16,150, received as compensation for personal injury, not including  
13 compensation for pain and suffering or actual pecuniary loss, by me or by a person upon whom I  
14 am dependent. (NRS 21.090(1)(u).)
- 15 ☐ Money or payments received as compensation for loss of my future earnings or for the wrongful  
16 death or loss of future earnings of a person upon whom I was dependent, to the extent reasonably  
17 necessary for the support of me and my dependents. (NRS 21.090(1)(v)-(w).)
- 18 ☐ Money or payments received as restitution for a criminal act. (NRS 21.090(1)(x).)
- 19 ☐ Money paid or rights existing for vocational rehabilitation pursuant to NRS 615.270. (NRS  
20 21.090(1)(jj).)
- 21 ☐ Child welfare assistance provided pursuant to NRS 432.036. (NRS 21.090(1)(ll).)
- 22 ☐ Other: \_\_\_\_\_  
23 \_\_\_\_\_

24 **AUTOMATIC BANK ACCOUNT EXEMPTIONS**

25 *(Some direct-deposit funds are automatically protected and should not be taken from your bank account. If automatically*  
26 *protected money was taken from your bank account, check the appropriate box below and attach proof of direct-deposit benefits.)*

- 27 ☐ All exempt federal benefits that were electronically deposited into my account during the prior  
28 two months are protected, and I am, therefore, entitled to full and customary access to that

1 protected amount. (31 C.F.R. part 212.6(a).) Money in my personal bank account that exceeds  
2 that amount may be subject to the exemptions stated above.

3 ☐ Exempt state or federal benefits were electronically deposited into my personal bank account  
4 during the 45-day period preceding Plaintiff's service of the writ of execution or garnishment  
5 relating to my personal bank account, and under Nevada law, I am entitled to full and customary  
6 access to \$2,000 or the entire amount in the account, whichever is less, regardless of any other  
7 deposits of money into the account. Money in my personal bank account that exceeds that  
8 amount may be subject to the exemptions stated above. (A.B. 223, 2011 Leg., 76th Sess. (Nev.  
9 2011).)

10 ☐ A writ of execution or garnishment was levied on my personal bank account, and under Nevada  
11 law, I am entitled to full and customary access to \$400 or the entire amount in my account,  
12 whichever is less, unless the writ is for the recovery of money owed for the support of any person.  
13 Money in my personal bank account that exceeds \$400 may be subject to the exemptions stated  
14 above. (A.B. 223, 2011 Leg., 76th Sess. (Nev. 2011).)

15 Pursuant to NRS 21.112(4), if you are a Garnishee or other person who has control or possession  
16 over my exempt ☐ wages, ☐ bank accounts, ☐ benefits, ☐ other accounts/funds, or ☐ personal or real  
17 property, as stated above, you must release that money or property to me within nine judicial days after  
18 my Claim of Exemption from Execution was served on you, unless the Plaintiff/Judgment Creditor files  
19 an objection and notice of hearing within eight judicial days after service of my Claim of Exemption from  
20 Execution, which the Plaintiff/Judgment Creditor will serve on you by mail or in person.

21 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

22 I declare under penalty of perjury under the laws of the  
23 State of Nevada that the foregoing is true and correct.

24 \_\_\_\_\_ (signature)  
25 \_\_\_\_\_ (print name)  
26 ☐ Defendant/ ☐ Other, In Proper Person  
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**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I placed  
a true and correct copy of the foregoing **CLAIM OF EXEMPTION FROM EXECUTION** in the  
United States Mail, with first-class postage prepaid, addressed to the following *(insert the name and address of the*  
*following parties/entities):*

Attorney for Plaintiff/Judgment Creditor: \_\_\_\_\_  
(or Plaintiff/Judgment Creditor directly if unrepresented) \_\_\_\_\_

☐ Sheriff or ☐ Constable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Garnishee:    ☐ Employer  
                  ☐ Bank  
                  ☐ Other  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)  
☐ Defendant/ ☐ Other, In Proper Person

**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 10 2018 08:07 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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

**APPELLANT'S APPENDIX**  
**(Volume 18, Bates Nos. 4044-4282)**

**Marquis Aurbach Coffing**

Terry A. Coffing, Esq.

Nevada Bar No. 4949

Tye S. Hanseen, Esq.

Nevada Bar No. 10365

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10001 Park Run Drive

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thanseen@maclaw.com

tstewart@maclaw.com

Attorneys for Appellant

## INDEX TO APPELLANT'S APPENDIX

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

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

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



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

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

	<b>Exhibits to Motion to Compel Application of Particular Assets Toward Satisfaction of Judgment</b>	
Exhibit	Document Description	
1	Judgment Debtor Examination of Michael J. Mona, Jr.	Volume 2 Bates Nos. 361–370
2	Deposition of Rhonda Mona	Volume 2 Bates Nos. 371–376
Plaintiff's Memorandum of Fees and Costs Associated with Order to Show Cause Why Accounts of Rhonda Mona should Not be Subject to Execution and Why the Court Should Not Find Monas in Contempt (filed 07/20/15)		Volume 2 Bates Nos. 377–380
Motion on an Order Shortening Time for Bond Pending Appeal (filed 09/09/15)		Volume 2 Bates Nos. 381–391
	<b>Exhibits to Motion on an Order Shortening Time for Bond Pending Appeal</b>	
Exhibit	Document Description	
1	Order (filed 08-31-15)	Volume 2 Bates Nos. 392–395
2	Judgment (filed 04/27/12 in the Superior Court of California Riverside)	Volume 2 Bates Nos. 396–414
3	Deed of Trust	Volume 2 Bates Nos. 415–422
4	Deed of Trust with Assignment of Rents	Volume 2 Bates Nos. 423–430
Opposition to Motion on an Order Shortening Time for Bond Pending Appeal (filed 09/16/15)		Volume 2 Bates Nos. 431–439
	<b>Exhibits to Opposition to Motion on an Order Shortening Time for Bond Pending Appeal</b>	
Exhibit	Document Description	
A	Order (filed 08/31/15)	Volume 2 Bates Nos. 440–443
B	Transcript of Proceedings of July 9, 2015 Hearing (filed 07/14/15)	Volume 2 Bates Nos. 444–447
C	Third Amended Complaint (filed 07/15/14)	Volume 2 Bates Nos. 448–459

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

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

	<b>Exhibits to Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment and Interrogatories; and (2) to Compel Roen Ventures, LLC's Turnover of Payment Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr. (cont.)</b>	
6	Writ of Garnishment	Volume 3 Bates Nos. 657–676
Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 02/19/16)		Volume 3 Bates Nos. 677–679
Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment (filed 02/19/16)		
	<b>Exhibits to Appendix of Exhibits to Plaintiff Far West Industries' Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
1	Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in Contempt (filed 07/15/15) (cont. in Vol. 4)	Volume 3 Bates Nos. 680–691
2	Plaintiff's Memorandum of Fees and Costs Associated With Order to Show Cause Why Accounts of Rhonda Mona Should Not be Subject to Execution and Why the Court Should Not Find Monas in Contempt (filed 07/20/15)	Volume 3 Bates Nos. 692–696
3	Transcript of Show Cause Hearing: Why Accounts Of Rhonda Mona Should Not Be Subject To Execution And Why The Court Should Not Find Monas In Contempt (filed 07/14/15)	Volume 4 Bates Nos. 697–807
4	Petition for Writ of Mandamus or Prohibition (filed 07/17/15)	Volume 4 Bates Nos. 808–849
5	Order Granting Temporary Stay (filed 07/20/15)	Volume 4 Bates Nos. 850–852
6	Order (filed 10/16/15)	Volume 4 Bates Nos. 853–856

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

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



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

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

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

Plaintiff Far West Industries' Supplemental Brief Regarding Motion to Reduce Sanctions Order to Judgment (filed 04/22/16)		Volume 14 Bates Nos. 3287–3298
	<b>Exhibits to Plaintiff Far West Industries' Supplemental Brief Regarding Motion to Reduce Sanctions Order to Judgment</b>	
Exhibit	Document Description	
12	Writ of Garnishment-Bank of George	Volume 14 Bates Nos. 3299–3305
13	Writ of Garnishment-Bank of Nevada	Volume 14 Bates Nos. 3306–3313
14	Mona's Redacted Bank Records	Volume 14 Bates Nos. 3314–3327
Supplemental Brief Regarding Judicial Estoppel and Reducing the Sanction Order to Judgment (filed 04/23/16)		Volume 15 Bates Nos. 3328–3346
Order Regarding Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) to compel Roen Ventures, LLC's Turnover of Payments Made to, on Behalf of, or for the Benefit of Michael J. Mona, Jr. (filed 04/28/16)		Volume 15 Bates Nos. 3347–3350
Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)		Volume 15 Bates Nos. 3351–3356
Notice of Entry of Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment and Defendant Michael J. Mona's Countermotion to Discharge Garnishment and for Return of Proceeds (filed 06/21/16)		Volume 15 Bates Nos. 3357–3365
Notice of Entry of Order Shortening Time and Notice of Hearing (filed 07/07/16)		Volume 15 Bates Nos. 3366–3372
Joint Case Appeal Statement (filed 07/14/16)		Volume 15 Bates Nos. 3373–3378

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

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

Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment (filed 11/10/16)		Volume 16 Bates Nos. 3660–3662
	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion for Discharge of Garnishment</b>	
Exhibit	Document Description	
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	Volume 16 Bates Nos. 3663–3711
B	Decree of Divorce dated July 23, 2015	Volume 16 Bates Nos. 3712–3718
C	Rhonda’s Opposition to Motion to Intervene dated September 28, 2015	Volume 16 Bates Nos. 3719–3731
D	Mona’s September 29, 2015 Joinder to Rhonda’s Opposition	Volume 16 Bates Nos. 3732–3735
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	Volume 16 Bates Nos. 3736–3738
F	Writ of Garnishment expiring April 29, 2016	Volume 16 Bates Nos. 3739–3740
G	Writ of Garnishment served July 1, 2016	Volume 16 Bates Nos. 3741–3748
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	Volume 16 Bates Nos. 3749–3758
I	Writ of Execution and Writ of Garnishment served October 31, 2016	Volume 16 Bates Nos. 3759–3769
J	Claim of Exemption forms from Clark County and the Self-Help Center	Volume 16 Bates Nos. 3770–3777
K	NRS 21.075	Volume 16 Bates Nos. 3778–3780
L	NRS 20.076	Volume 16 Bates Nos. 3781–3782
M	NRS 21.090	Volume 16 Bates Nos. 3783–3785
N	NRS 21.112	Volume 16 Bates Nos. 3786–3787
O	NRS 31.200	Volume 16 Bates Nos. 3788–3789
P	NRS 31.249	Volume 16 Bates Nos. 3790–3791

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



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

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

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

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

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

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

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

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

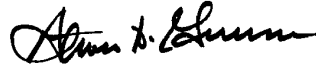


	<b>Exhibits to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (cont.)</b>	
D	Mona's September 29, 2015 Joinder to Rhonda's Opposition	Volume 21 Bates Nos. 4941–4944
E	November 25, 2015 Order Denying Intervention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

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

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

	<b>Exhibits to Far West Industries' Reply to CV Sciences Inc.'s Answers to Writ of Garnishment Interrogatories and Ex parte Request for Order to Show Cause Why CV Sciences Inc. Should Not be Subjected to Garnishment Penalties</b>	
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



CLERK OF THE COURT

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*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**NOTICE OF ENTRY OF ORDER  
CONTINUING HEARING ON  
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)**

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1           YOU, and each of you, will please take notice that an Order Continuing Hearing On  
2 Plaintiff Far West Industries' Objection To Claim Of Exemption From Execution On An Order  
3 Shortening Time And Motion For Attorney Fees And Costs Pursuant To NRS 18.010(2)(b) in  
4 the above entitled matter was filed and entered by the Clerk of the above-entitled Court on the 6<sup>th</sup>  
5 day of December, 2016, a copy of which is attached hereto..

6           Dated this 7<sup>th</sup> day of December, 2016.

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

9  
10           

11           F. THOMAS EDWARDS, ESQ.

12           Nevada Bar No. 9549

13           ANDREA M. GANDARA, ESQ.

14           Nevada Bar No. 12580

15           400 South Fourth Street, Third Floor

16           Las Vegas, Nevada 89101

17           *Attorneys for Plaintiff Far West Industries*  
18  
19  
20  
21  
22  
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**CERTIFICATE OF SERVICE**

1. I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the 7<sup>th</sup> day of December, 2016, pursuant to NRCP 5(b), I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER CONTINUING HEARING ON 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)**, to the parties below by mail and email as indicated below:

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

*Attorneys for Roen Ventures, LLC*

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

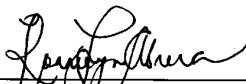
*Attorneys for Defendant Michael J. Mona, Jr.  
Attorneys for Garnishee CV Sciences, Inc.*

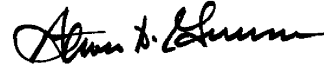
James Whitmire, Esq.  
**SANTORO WHITMIRE**  
10100 W. Charleston Blvd., Suite 250  
Las Vegas, Nevada 89135  
*Attorneys for Defendants Rhonda Helene  
Mona, Michael Mona, III, and Lundene  
Enterprises, LLC*

2. I served the above-named document by hand delivery to the parties listed below:

**CV SCIENCES, INC.**  
2688 South Rainbow Boulevard  
Suite B  
Las Vegas, Nevada 89146  
*Garnishee*

**OFFICE OF THE EX-OFFICIO CONSTABLE**  
Clark Place Building  
301 E. Clark Avenue, Suite 100  
Las Vegas, NV 89101  
*Constable*

  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson



CLERK OF THE COURT

**ORDER**

F. THOMAS EDWARDS, ESQ.  
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*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

**Hearing Date: December 5, 2016**  
**Hearing Time: 9:00 a.m.**

**ORDER CONTINUING HEARING ON PLAINTIFF FAR WEST INDUSTRIES'**  
**OBJECTION TO CLAIM OF EXEMPTION FROM EXECUTION ON AN ORDER**  
**SHORTENING TIME AND MOTION FOR ATTORNEY FEES AND COSTS**  
**PURSUANT TO NRS 18.010(2)(B)**

The matter of Plaintiff Far West Industries' ("Plaintiff" or "Far West") Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (the "Objection") was initially scheduled to be heard on December 5, 2016, at 9:00 a.m. The parties have been notified that the hearing on the Objection shall be continued, due to illness of the presiding judge, the Honorable Joe Hardy, and the extensive history of the case.

Based on the foregoing:

10594-01/1798616

DEC 05 2016



**IT IS HEREBY ORDERED** that, in accordance with NRS 21.112(6), good cause exists to continue the hearing on the Objection to December 15, 2016, at 9:00 a.m. or at such time thereafter at the convenience of the Court.

Dated this 6<sup>th</sup> day of December, 2016.

DISTRICT COURT JUDGE

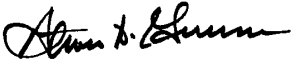
Submitted by:

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

F. THOMAS EDWARDS, ESQ.  
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ANDREA M. GANDARA, ESQ.  
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Las Vegas, NV 89101

*Attorneys for Plaintiff Far West Industries*

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



CLERK OF THE COURT

**Marquis Aurbach Coffing**

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thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

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

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

Hearing Date: December 15, 2016

Hearing Time: 9:00 a.m.

**OPPOSITION TO PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS  
PURSUANT TO NRS 18.010(2)(b)**

Defendant Michael J. Mona, Jr. ("Mona"), through the law firm of Marquis Aurbach Coffing, hereby submits his Opposition to Plaintiff's Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b). This Memorandum is made and based on the following Points

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

3 Dated this 8th day of December, 2016.

4 MARQUIS AURBACH COFFING

5  
6 By /s/ Tye S. Hanseen  
7 Terry A. Coffing, Esq.  
8 Nevada Bar No. 4949  
9 Tye S. Hanseen, Esq.  
10 Nevada Bar No. 10365  
11 10001 Park Run Drive  
12 Las Vegas, Nevada 89145  
13 Attorneys for Defendant  
14 Michael J. Mona, Jr.

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. INTRODUCTION AND FACTUAL BACKGROUND<sup>1</sup>**

17 There is reasonable ground for Mona's Claim of Exemption and Motion for Discharge.  
18 Specifically, there are legal issues regarding the viability and expiration of Far West's wage  
19 garnishment pending before this Court that have not been decided and, pursuant to Nevada law,  
20 unless decided in Mona's favor, at least one of the legal issues will arise anew every 120 days  
21 when Far West's wage garnishment expires and Far West issues and serves a new wage  
22 garnishment.

23 This is the third time the Parties have brought a priority issue related to the expiration of  
24 Far West's repeated wage garnishments and the spousal support before the Court. Each time a  
25 different wage garnishment has been at issue. The first time the Court held that the equities

26 <sup>1</sup> The Court is well aware of the history of this case. Thus, Mona is not going to regurgitate the entire  
27 breadth of procedural and factual history. Instead, Mona has provided a summary surrounding the issues  
28 before the Court and incorporates herein by reference as if fully set forth herein the facts, law, analyses,  
exhibits, transcripts, and related briefings from the July 15, 2016 Claim of Exemption; the March 4, 2016  
Opposition to Far West's Motion for Determination of Priority and Countermotion for Discharge and for  
Return Proceeds; the March 23, 2016 Reply in Support of Countermotion to Discharge and for Return of  
Proceeds; and the July 29, 2016 Memorandum of Points and Authorities in Support of Claim of  
Exemption and Discharge. See the filed documents on file herein.

1 favored allowing the June 9, 2015 garnishment<sup>2</sup> to continue through the beginning of 2016 with  
2 the December 2015<sup>3</sup> garnishment because of the Supreme Court stay. The second time the Court  
3 ruled that Mona himself had to sign the Claim of Exemption regarding Far West's July 1, 2016<sup>4</sup>  
4 garnishment and denied all other arguments as moot and without prejudice. The third time – this  
5 time – the July 1, 2016 garnishment expired on October 29, 2016 and Far West has now issued  
6 and served a new garnishment, which has given rise to the current exemption, discharge, and  
7 viability arguments.

8 Therefore, there is reasonable ground for Mona's Claim of Exemption and Motion for  
9 Discharge because there are legal issues before the Court that have not been addressed or  
10 decided. As a result, Mona requests that the Court deny Far West's Motion for Attorney Fees  
11 and Costs.

## 12 **II. LEGAL STANDARD AND ARGUMENT**

13 Far West is seeking attorney fees and costs under NRS 18.010(2)(b). NRS 18.010(2)(b)  
14 states in relevant part:

### 15 **NRS 18.010 Award of attorney's fees**

16 ...

17 2. In addition to the cases where an allowance is authorized by specific  
18 statute, the court may make an allowance of attorney's fees to a prevailing party:

19 ...

20 (b) Without regard to the recovery sought, when the court finds  
21 that the claim, counterclaim, cross-claim or third-party complaint or defense of  
22 the opposing party was brought or maintained without reasonable ground or to  
23 harass the prevailing party. The court shall liberally construe the provisions of this  
24 paragraph in favor of awarding attorney's fees in all appropriate situations. It is  
the intent of the Legislature that the court award attorney's fees pursuant to this  
paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil  
Procedure in all appropriate situations to punish for and deter frivolous or  
vexatious claims and defenses because such claims and defenses overburden

25 <sup>2</sup> Pursuant to NRS 31.296, the June 9, 2015 Writ of Garnishment expired on October 7, 2015. Far West  
did not serve another garnishment until December 2015 or January 2016.

26 <sup>3</sup> Pursuant to NRS 31.296, the December 2015 Writ of Garnishment expired on April 29, 2016. Far West  
27 did not serve another garnishment until July 1, 2016.

28 <sup>4</sup> Pursuant to NRS 31.296, the July 1, 2016 Writ of Garnishment expired on October 29, 2016.

1 limited judicial resources, hinder the timely resolution of meritorious claims and  
2 increase the costs of engaging in business and providing professional services to  
the public.

3 . . .

4 NRS 18.010. Courts may not award attorney fees under NRS 18.010(2)(b) when reasonably  
5 supportable arguments are raised. *See also Baldonado v. Wynn Las Vegas, LLC*, 124 Nev. 951,  
6 968, 194 P.3d 96, 107 (2008). This is because the purpose of NRS 18.010(2)(b) is to award  
7 attorney fees when the allegations are not supported by any credible evidence. *Allianz Ins. Co. v.*  
8 *Gagnon*, 109 Nev. 990, 996, 860 P.2d 720, 724 (1993); *see also Foster v. Dingwall*, 126 Nev.  
9 56, 72, 227 P.3d 1042, 1052-53 (2010) (holding “NRS 18.010(2)(b) permits a district court to  
10 award attorney fees when a party’s claims or defenses are brought without a reasonable ground  
11 or to harass the prevailing party.”)

12 Here, attorney fees are not appropriate.<sup>5</sup> Mona is not bringing any claims or defenses  
13 without reasonable ground or to harass Far West. Rather, Mona is seeking a decision on certain  
14 exemptions regarding the viability and expiration of Far West’s wage garnishment. The fact that  
15 the garnishment expires every 120 days; the fact that the Court found that the equities favored  
16 continuation of the June 2015 garnishment only; the fact that the Court denied without prejudice  
17 the prior exemption request; and the fact that new arguments are raised, all refute Far West’s  
18 request for attorney fees. Thus, the arguments Mona has raised are reasonably supported and he  
19 incorporates them herein by reference from the Claim of Exemption and related points and  
20 authorities as if fully set forth herein to refute Far West’s request.

21 **III. CONCLUSION**

22 The Court should deny Far West’s request because there is reasonable ground for Mona’s  
23 Claim of Exemption and Motion for Discharge. Specifically, there are legal issues regarding the

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28 <sup>5</sup> The express language of NRS 18.010(2)(b) does not allow costs.

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 viability and expiration of Far West's wage garnishment pending before this Court that have not  
2 been decided or addressed.

3 Dated this 8th day of December, 2016.

4  
5 MARQUIS AURBACH COFFING

6  
7 By /s/ Tye S. Hanseen  
8 Terry A. Coffing, Esq.  
9 Nevada Bar No. 4949  
10 Tye S. Hanseen, Esq.  
11 Nevada Bar No. 10365  
12 10001 Park Run Drive  
13 Las Vegas, Nevada 89145  
14 Attorneys for Defendant  
15 Michael J. Mona, Jr.  
16 Michael J. Mona, Jr.

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing OPPOSITION TO PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS PURSUANT TO NRS 18.010(2)(b) was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 8th day of December, 2016. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>6</sup>

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

Andrea M. Gandara  
Norma  
Tilla Nealon  
Tom Edwards

**Email**

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

**Santoro Whitmire****Contact**

Asmcen Olila-Stoilov  
James E. Whitmire, Esq.  
Joan White

**Email**

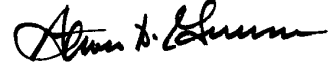
[astoilov@santoronevada.com](mailto:astoilov@santoronevada.com)  
[jwhitmire@santoronevada.com](mailto:jwhitmire@santoronevada.com)  
[jwhite@santoronevada.com](mailto:jwhite@santoronevada.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Cally Hatfield  
an employee of Marquis Aurbach Coffing

<sup>6</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



CLERK OF THE COURT

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
tcoffing@maclaw.com  
thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

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

Hearing Date: December 15, 2016  
Hearing Time: 9:00 a.m.

**DECLARATION OF ROSANNA WESP**

ROSANNA WESP, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am an employee of Marquis Aurbach Coffing. One of my responsibilities at Marquis Aurbach Coffing is to handle the intake of mail, filings, and other documents received related to this case. In other words, the documents that Marquis Aurbach Coffing receives regarding this case come to my attention and desk for intake and processing.

3. The court documents that Marquis Aurbach Coffing receives are typically scanned and electronically saved and hard copies are also kept in related files.



**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

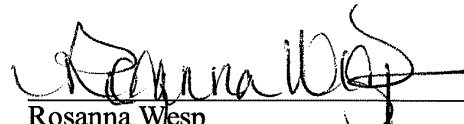
1           4.     I did not receive a Notice of Execution, Writ of Execution, or related  
2 correspondence from the Constable related to the October 31, 2016 Far West garnishment like I  
3 have in the past for other garnishments. I understand that said correspondence would have been  
4 dated on or about November 1, 2016.

5           5.     Also, I have searched Marquis Aurbach Coffing's electronic and hard file systems  
6 on at least three occasions to confirm whether this office received the typical correspondence,  
7 Notice of Execution, or Writ of Execution from the Constable dated on or around November 1,  
8 2016.

9           6.     Each time I conducted the search, I did not discover any correspondence, Notice,  
10 or Writ of Execution from the Constable dated on or about November 1, 2016. And, to my  
11 knowledge, Marquis Aurbach Coffing has no record of ever receiving said document(s).

12           7.     Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of  
13 the State of Nevada that the foregoing is true and correct.

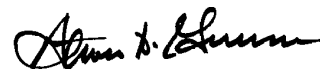
14           Dated this 5<sup>th</sup> day of December, 2016.

15   
16 Rosanna Wesp  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Marquis Aurbach Coffing**

Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
tcoffing@maclaw.com  
thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

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CLERK OF THE COURT

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

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendant.

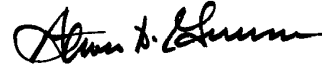
Case No.: A-12-670352-F  
Dept. No.: XV

**ORDER REGARDING MONA'S CLAIM OF EXEMPTION, MOTION TO  
DISCHARGE, MEMORANDUM OF POINTS AND AUTHORITIES, AND FAR WEST'S  
OBJECTION TO CLAIM OF EXEMPTION REGARDING OCTOBER 2016  
GARNISHMENT**

This matter came before the Court on December 15, 2016. Present at the hearing were Tye S. Hanseen, Esq. of the law firm of Marquis Aurbach Coffing, counsel for Defendant Michael J. Mona, Jr. ("Mona"), and F. Thomas Edwards, Esq. of the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson, counsel for Plaintiff Far West Industries. The Court, having considered the filings, pleadings, applicable case law, rules, statutes, and the argument of the parties, finds and orders as follows:

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-

4058



CLERK OF THE COURT

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
tcoffing@maclaw.com  
thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER**

Please take notice that an Order Regarding Mona's Claim of Exemption, Motion to  
Discharge, Memorandum of Points and Authorities, and Far West's Objection to Claim of  
Exemption Regarding October 2016 Garnishment was entered in the above-captioned matter on

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**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 the 9th day of January, 2017, a copy of which is attached hereto.

2 Dated this 10th day of January, 2017.

3  
4 MARQUIS AURBACH COFFING

5  
6 By /s/ Tye S. Hanseen  
7 Terry A. Coffing, Esq.  
8 Nevada Bar No. 4949  
9 Tye S. Hanseen, Esq.  
10 Nevada Bar No. 10365  
11 10001 Park Run Drive  
12 Las Vegas, Nevada 89145  
13 Attorneys for Defendant  
14 Michael J. Mona, Jr.  
15  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 10th day of January, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

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

Andrea M. Gandara  
Norma  
Tilla Nealon  
Tom Edwards

**Email**

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

**Santoro Whitmire****Contact**

Asmeen Olila-Stoilov  
James E. Whitmire, Esq.  
Joan White

**Email**

[astoilov@santoronevada.com](mailto:astoilov@santoronevada.com)  
[jwhitmire@santoronevada.com](mailto:jwhitmire@santoronevada.com)  
[jwhite@santoronevada.com](mailto:jwhite@santoronevada.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

Office of the Ex-Officio Constable  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155  
*Constable*

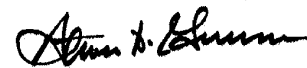
CV Sciences  
2688 South Rainbow Blvd., Suite B  
Las Vegas, Nevada 89146  
*Garnishee*

/s/ Rosie Wesp  
an employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
tcoffing@maclaw.com  
thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

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CLERK OF THE COURT

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

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendant.

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

**ORDER REGARDING MONA'S CLAIM OF EXEMPTION, MOTION TO  
DISCHARGE, MEMORANDUM OF POINTS AND AUTHORITIES, AND FAR WEST'S  
OBJECTION TO CLAIM OF EXEMPTION REGARDING OCTOBER 2016  
GARNISHMENT**

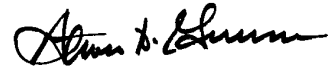
This matter came before the Court on December 15, 2016. Present at the hearing were Tye S. Hanseen, Esq. of the law firm of Marquis Aurbach Coffing, counsel for Defendant Michael J. Mona, Jr. ("Mona"), and F. Thomas Edwards, Esq. of the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson, counsel for Plaintiff Far West Industries. The Court, having considered the filings, pleadings, applicable case law, rules, statutes, and the argument of the parties, finds and orders as follows:

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

DISTRICT COURT JUDGE

F. Thomas Edwards, Esq.  
Nevada Bar No. 9549  
Andrea M. Gandara, Esq.  
Nevada Bar No. 12580  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Attorney for Plaintiff  
Far West Industries





CLERK OF THE COURT

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

*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

**APPLICATION FOR ISSUANCE OF  
COMMISSION TO TAKE DEPOSITION  
OUT OF THE STATE FOR  
MICHAEL D. SIFEN**

Plaintiff, FAR WEST INDUSTRIES ("Far West"), by and through its undersigned  
counsel of record and pursuant to NRCP 28(a), makes this Application for issuance of a  
Commission to take the deposition of **MICHAEL D. SIFEN** outside the State of Nevada at  
**Adams Harris Reporting, Inc., 1021 Sandoval Drive, Virginia Beach, VA 23454 on the 17<sup>th</sup>**  
**day of March, 2017, at 10:00 a.m. (Eastern Standard Time)** based upon the following:

Far West will provide for the attendance of a court reporter at the time and place of the  
deposition who is authorized to administer oaths under the laws of the State of Nevada. The  
deponent, Michael D. Sifen, is believed to reside at 500 Central Drive, Suite 106, Virginia  
Beach, Virginia 23454-5236. A copy of the Subpoena to Michael D. Sifen is attached hereto as

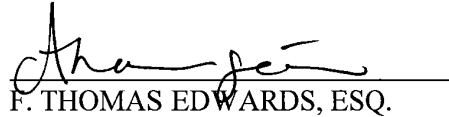
1 **Exhibit "1,"** and is incorporated by this reference as if fully set forth herein.

2 Pursuant to NRCP 28(a), upon application and notice on terms that are just and  
3 appropriate, which is the case here, the Clerk of this Court is authorized to issue a Commission  
4 for the taking of the deposition of witnesses outside the State of Nevada.

5 **WHEREFORE,** Far West prays that the Clerk of this Court issue a Commission to take  
6 the deposition of **MICHAEL D. SIFEN at Adams Harris Reporting, Inc., 1021 Sandoval**  
7 **Drive, Virginia Beach, VA 23454, on the 17<sup>th</sup> day of March, 2017, at 10:00 a.m. (Eastern**  
8 **Standard Time).**

9 Dated this 24<sup>th</sup> day of January, 2017.

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

12   
13 F. THOMAS EDWARDS, ESQ.

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

19 *Attorneys for Plaintiff Far West Industries*  
20  
21  
22  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 24<sup>th</sup> day of January, 2017, pursuant to EDCR 8.05 and NRCP 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and correct copy of the foregoing **APPLICATION FOR ISSUANCE OF COMMISSION TO TAKE DEPOSITION OUT OF THE STATE FOR MICHAEL D. SIFEN** to the parties below. Pursuant to EDCR 8.05(i) the date and time of the electronic service is in place of the date and place of deposit in the mail.

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

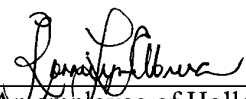
Dylan T. Ciciliano, Esq.  
Erika Pike Turner, Esq.  
GARMAN TURNER GORDON  
650 White Drive, Suite 100  
Las Vegas, NV 89119  
E-mail: [dciciliano@gtg.legal](mailto:dciciliano@gtg.legal)  
E-mail: [eturner@gtg.legal](mailto:eturner@gtg.legal)

Aurora M. Maskall, Esq.  
David S. Lee, Esq.  
LEE, HERNANDEZ, LANDRUM &  
GARAFALO  
7575 Vegas Drive, #150  
Las Vegas, NV 89128  
E-mail: [amaskall@lee-lawfirm.com](mailto:amaskall@lee-lawfirm.com)  
E-mail: [dlee@lee-lawfirm.com](mailto:dlee@lee-lawfirm.com)  
E-mail: [lee-lawfirm@live.com](mailto:lee-lawfirm@live.com)

William R. Urga, Esq.  
JOLLEY URGAL WIRTH WOODBURY &  
LITTLE  
330 South Rampart Boulevard  
Tivoli Village, Suite 380  
Las Vegas, NV 89145  
E-mail: [wru@juww.com](mailto:wru@juww.com)

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

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

  
An employee of Holley Driggs Walch  
Fine Wray Puzey & Thompson

---

# **EXHIBIT “1”**

# **EXHIBIT “1”**

1 **CC03**

F. THOMAS EDWARDS, ESQ.

2 Nevada Bar No. 9549

E-mail: tedwards@nevadafirm.com

3 ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

4 E-mail: agandara@nevadafirm.com

HOLLEY DRIGGS WALCH

5 FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

6 Las Vegas, Nevada 89101

Telephone: 702/791-0308

7 Facsimile: 702/791-1912

8 *Attorneys for Plaintiff Far West Industries*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 FAR WEST INDUSTRIES, a California  
12 corporation,

13 **Plaintiff,**

14 **v.**

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

18 **Defendants.**

Case No.: A-12-670352-F

Dept. No.: XV

**SUBPOENA – CIVIL**

☒ **REGULAR**

☒ **DUCES TECUM**

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

20 Michael D. Sifen  
21 500 Central Drive, Suite 106  
22 Virginia Beach, Virginia 23454-5236

23 **YOU ARE HEREBY COMMANDED** that you shall attend and give testimony at a  
24 deposition at 10:00 a.m. on the 17<sup>th</sup> day of March, 2017, at Adams Harris Reporting, Inc., 1021  
25 Sandoval Drive, Virginia Beach, VA 23454. You are further commanded that you shall produce  
26 and permit inspection and copying of designated books, documents, and tangible things that are  
27 designated on **Exhibit "A"** along with an executed Affidavit of Custodian of Records, attached  
28 hereto as **Exhibit "B"** on March 3, 2017 at the law offices of Holley Driggs Walch Fine Wray

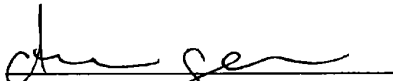
1   Puzey & Thompson, Attn: F. Thomas Edwards, Esq., 400 South Fourth Street, Third Floor, Las  
2   Vegas, Nevada 89101. Your testimony shall be reported stenographically. Subdivisions (c) and  
3   (d) of Rule 45 of the Nevada Rules of Civil Procedure, which set forth your protections and  
4   duties as a person or entity subject to a subpoena, are attached hereto as **Exhibit "C"**.

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

7         Dated this 19<sup>th</sup> day of January, 2017.

8                                 Issued at the request of:

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

11                                

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

18                                *Attorneys for Plaintiff Far West Industries*

1 EXHIBIT A

2 DEFINITIONS

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

4 A. "Document" is defined to be synonymous in meaning and equal in scope to the  
5 usage of this term in Nevada Rules of Civil Procedure 34(a), and shall mean any and all  
6 information in tangible or other form, whether printed, typed, recorded, computerized, filmed,  
7 reproduced by any process, or written or produced by hand, and whether an original, draft,  
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.

8 B. Document as used in this Subpoena shall also include, but not be limited to,  
9 electronic files, other data generated by and/or stored on or through any of Your computer  
10 systems and storage media (e.g., internal or external hard drives, CD-ROM's, floppy disks,  
11 backup tapes, thumb drives, internet-based posting boards, or any other data storage media or  
12 mechanisms), or any other electronic data. This includes, but is not limited to: email and other  
13 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.

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

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

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

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

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

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

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

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

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

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

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#### 14 ITEMS TO BE PRODUCED

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

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

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

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

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

FURTHER YOUR AFFIANT SAYETH NAUGHT.

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

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

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

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

EXHIBIT C

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

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

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

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

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

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

(i) fails to allow reasonable time for compliance;

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

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

(iv) subjects a person to undue burden.

(B) If a subpoena

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

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


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

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

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

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

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



CLERK OF THE COURT

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

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

Hearing Date: February 21, 2017  
Hearing Time: 9:00 a.m.

**MICHAEL J. MONA'S OPPOSITION TO APPLICATION FOR ISSUANCE OF ORDER  
FOR ARREST OF DEFENDANT MICHAEL J. MONA, JR.**

Defendant Michael J. Mona, Jr. ("Mona"), through the law firm of Marquis Aurbach  
Coffing, hereby submits his Opposition to Plaintiff's Application for Issuance of Order for Arrest  
of Defendant Michael J. Mona, Jr. This Memorandum is made and based on the following

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

3 Dated this 6th day of February, 2017.

4 MARQUIS AURBACH COFFING

5  
6 By 

7 Terry A. Coffing, Esq.  
8 Nevada Bar No. 4949  
9 Tye S. Hanseen, Esq.  
10 Nevada Bar No. 10365  
11 10001 Park Run Drive  
12 Las Vegas, Nevada 89145  
13 Attorneys for Defendant  
14 Michael J. Mona, Jr.

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. INTRODUCTION AND FACTUAL BACKGROUND**

17 Continuing its legacy of inexplicable conduct in this case, Far West now expects this  
18 Court to modify its July 15, 2015 order to add a contempt sanction sending Mike Mona to  
19 debtor's prison unless and until he pays Far West \$3,406,601.10.<sup>1</sup> The \$3.4 million Far West is  
20 seeking arises from a \$6,813,202.20 stock sale that occurred during the Monas' marriage.  
21 Subject to the exceptions in NRS 123.220, property the Monas acquired post-marriage was  
22 community property. After the stock sale, however, the Monas, consistent with NRS 123.220  
23 and NRS 123.080, entered into a Post-Marital Property Settlement Agreement equally dividing  
24 the \$6,813,202.20, each of them receiving their respective \$3,406,601.10 shares as separate  
25 property. The Post-Marital Property Settlement Agreement arose through consultation and  
26 recommendation with a well respected Las Vegas family law attorney.

27 <sup>1</sup> Far West's Application is not clear as to whether it expects Mike to be arrested and put in jail until and  
28 unless he pays \$3.4 million (amount at issue through the fraudulent transfer); \$17 million (the  
approximate amount of the original judgment); or \$25 million (the amount of the judgment after accruing  
interest for more than four years). Counsel for the parties, however, discussed the issue via a telephone  
conference and, based on the discussion, it is Mona's understanding that Far West is seeking the \$3.4  
million and Mona's arguments are couched as such. Mona reserves the right to further opposition if Far  
West changes course.

1 A number of months after the Monas entered into the Post-Marital Property Settlement  
2 Agreement, Far West sought NRCPC 37 sanctions against the Monas for alleged inappropriate  
3 post-judgment discovery conduct. As the Monas were entitled to do, they preempted this Court  
4 from making any contempt determination. Thus, the Court made no finding of contempt against  
5 the Monas, but, on July 15, 2015, did enter NRCPC 37 sanctions. And, although NRS 123.220  
6 and NRS 123.080 authorized the Monas' division of the \$6,813,202.20 through the Post-Marital  
7 Property Settlement Agreement, one of the Court's sanctions was to designate the division of the  
8 community property through the Agreement as a fraudulent transfer. The Court made this  
9 holding despite Far West's improper handling of the procedure and related legal arguments and  
10 its own Order expressly indicating that property acquired post-marriage was community property  
11 subject to the exceptions in NRS 123.220—exceptions to which the Monas availed themselves  
12 and complied with through the Post-Marital Property Settlement Agreement.

13 After the Court entered its July 15, 2015 sanction order, the Monas challenged it with the  
14 Nevada Supreme Court. After briefings and *en banc* oral argument, the Nevada Supreme Court  
15 unanimously vacated the July 15, 2015 Order as to Rhonda Mona. Thus, per the Nevada  
16 Supreme Court and this Court's subsequent related order, the findings and conclusions in the  
17 July 15, 2015 sanction order have been vacated and are non-existent as to Rhonda Mona. And,  
18 as a result, there is no longer an existing fraudulent transfer finding under NRS 112.180 because  
19 the Nevada Supreme Court eviscerated the process, findings, and conclusion on which this Court  
20 based its ruling.<sup>2</sup> Nevertheless, based on the now non-existing fraudulent transfer finding, Far  
21 West improperly expects this Court to send Mike Mona to debtor's prison in what amounts to  
22 either a contempt or NRCPC 37 sanction until he pays Far West the \$3.4 million that the Post-  
23 Marital Property Settlement Agreement apportioned to himself.

24  
25 <sup>2</sup> The Supreme Court vacated the sanctions order as to Rhonda and directed this Court to conduct further  
26 proceedings consistent with the opinion. A byproduct of vacating the sanctions order against Rhonda  
27 included vacating the related findings and conclusions against her, which the Court relied on to make the  
28 fraudulent transfer finding against Mike. Thus, although the Supreme Court did not vacate the order as to  
Mike, a byproduct of the Supreme Court's decision is the vacation of the fraudulent transfer finding  
against Mike as well. The Court cannot vacate the fraudulent transfer finding against Rhonda and the  
related basis without the same, by virtue of consequence, happening to Mike. Far West wants the Court  
to look at the sanction order in a vacuum, which is not appropriate.



1 Far West's request is meritless for a number of reasons, including the following:

- 2 • There is no liability for fraud against Mona on which Far West may base its  
3 request. The Nevada Supreme Court vacated the Court's sanction order as to  
4 Rhonda, which fundamentally vacated the fraudulent transfer result in its entirety.
- 5 • An order for arrest is an extraordinary measure and could only possibly be  
6 appropriate as a coercive action to facilitate Mike to return the \$3.4 million.  
7 Mike, however, does not possess, have access to, and/or control the \$3.4 million.  
8 After two judgment debtor examinations and significant collection related  
9 discovery, Far West knows this better than anyone.
- 10 • This Court does not have jurisdiction to preside over this contempt proceeding  
11 and the allowable sanctions under NRCp 37 do not include arrest.
- 12 • It is not proper for this Court to issue an order for arrest on an issue Nevada law  
13 authorized, that the Nevada Supreme Court found against Far West, and that Far  
14 West is litigating the issue in a different case.
- 15 • Policy does not favor the Court entering an order to which Mike cannot comply  
16 with or satisfy.

## 12 II. LEGAL ARGUMENT

13 The Court should deny Far West's request based on the arguments identified above,  
14 which are addressed in further detail below.

### 15 A. **THERE IS NO LIABILITY FOR FRAUD AGAINST MONA ON WHICH 16 FAR WEST MAY BASE ITS REQUEST.**

17 Far West is requesting that this Court issue an order for Mike's arrest based on the  
18 fraudulent transfer finding in the Court's July 15, 2014 order. Far West, however, fails to  
19 recognize that the Nevada Supreme Court vacated the findings against Rhonda, which included  
20 the fraudulent transfer finding. And, there is no basis for a fraudulent transfer finding against  
21 only a transferor without a transferee and the related basis, which has been vacated. In other  
22 words, there cannot be a fraudulent transfer result against Mike only. The Court's fraudulent  
23 transfer finding was based on improperly obtained facts involving Rhonda, which have now been  
24 vacated. Thus, there is no liability for fraud in this case on which Far West may base its request.  
25 Without a fraud finding there cannot be an order for arrest. And, a further finding of fraud  
26 against Mike would arguably violate due process and Mike's Seventh Amendment right to a jury  
27 trial. *See e.g., Foucha v. Louisiana*, 504 U.S. 71, 80, 112 S.Ct. 1780, 118 L.Ed.2d 437 (1992)  
28 (The freedom from bodily restraint lies at the core of the liberty protected by the Due Process

1 Clause.); *Addington v. Texas*, 441 U.S. 418, 425, 99 S.Ct. 1804, 60 L.Ed.2d 323 (1979) (The  
2 threatened loss of the freedom from bodily restraint through legal proceedings demands due  
3 process protection.). Also, the prior finding was by preponderance of the evidence and civil  
4 contempt requires clear and convincing proof. Moreover, even if there was a fraudulent transfer  
5 finding against Mike only at this point, arrest is not an available remedy. NRS 112.210 and 220  
6 detail the available remedies as follows:

7 **112.210 Rights of creditor in action for relief against transfer or obligation.**

8 1. In an action for relief against a transfer or obligation under this chapter, a  
9 creditor, subject to the limitations in NRS 112.220, may obtain:

10 (a) Avoidance of the transfer or obligation to the extent necessary to  
satisfy the creditor's claim;

11 (b) An attachment or garnishment against the asset transferred or other  
12 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and

13 (c) Subject to applicable principles of equity and in accordance with  
applicable rules of civil procedure:

14 (1) An injunction against further disposition by the debtor or a  
transferee, or both, of the asset transferred or of other property;

15 (2) Appointment of a receiver to take charge of the asset  
16 transferred or of other property of the transferee; or

17 (3) Any other relief the circumstances may require.

18 2. If a creditor has obtained a judgment on a claim against the debtor, the  
19 creditor, if the court so orders, may levy execution on the asset transferred or its  
proceeds.

20 **NRS 112.220 Avoidance of transfer or obligation: Protection of good faith**  
21 **transferee or obligee; recovery of judgment for value of asset transferred;**  
22 **certain transfers not voidable.**

23 ...

24 2. Except as otherwise provided in this section, to the extent a transfer is  
voidable in an action by a creditor under paragraph (a) of subsection 1 of NRS  
25 112.210, the creditor may recover judgment for the value of the asset transferred,  
as adjusted under subsection 3 of this section, or the amount necessary to satisfy  
the creditor's claim, whichever is less. The judgment may be entered against:

26 (a) The first transferee of the asset or the person for whose benefit the  
transfer was made; or

27 (b) Any subsequent transferee other than a transferee who took in good  
28 faith for value or from any subsequent transferee.

1 As the Court can see, nowhere does arrest appear as an available remedy under NRS Chapter  
2 112.

3 Thus, because there is no longer a fraudulent transfer finding, because the measure of  
4 proof for civil contempt is clear and convincing evidence, and because arrest is not an available  
5 remedy for a fraudulent transfer, the Court should deny Far West's request. Moreover, although  
6 the 2012 California judgment contains a fraud finding, there is no basis for this Court to send an  
7 individual to debtor's prison based on a civil judgment from another state.

8 **B. AN ORDER FOR MIKE'S ARREST IS NOT APPROPRIATE BECAUSE**  
9 **SUCH A REMEDY IS ONLY AVAILABLE AS A COERCIVE METHOD**  
10 **TO FACILITATE THE RETURN OF FUNDS.**

11 If there was an appropriate fraud finding, which there is not, an order for arrest could  
12 only be possible as a preventative or coercive action to facilitate Mike to return the \$3.4 million.  
13 This is true because any related imprisonment must be "a coercive means given . . . to enforce  
14 the collection of the judgment . . ." *Ex Parte Berman*, 18 Nev. 331 (1884). In this regard, the  
15 Nevada Supreme Court stated:

16 [I]t must be recognized that the remedy of arrest as a preventive measure is an  
17 extreme one. The legislative authorization of such a remedy based upon  
18 probability is an extraordinary grant of power to the courts and carries with it  
19 extraordinary judicial responsibilities. The extensive discretion so granted  
20 assumes the highest of judicial wisdom and, accordingly, demands the highest  
21 degree of consideration in its exercise.

22 *Summers v. Dist. Court Second Dist., Washoe Cty.*, 68 Nev. 99, 108, 227 P.2d 201, 205 (1951).  
23 Thus, at best for Far West, an order for arrest could only be proper if Mike currently possessed,  
24 had access to, and/or controlled the \$3.4 million. Otherwise, an order for arrest would be  
25 punitive and would equate to a criminal punishment. *Rodriguez v. Eighth Judicial Dist. Court*,  
26 120 Nev. 798, 804, 102 P.3d 41, 45 (2004) (explaining whether a contempt proceeding is  
27 classified as criminal or civil in nature depends on whether it is directed to punish for past  
28 behavior or, instead, coerce compliance). Civil sanctions are remedial in nature by coercing or  
compelling compliance, as opposed to punishing someone for past bad acts. *Id.*; see also *Turner*  
*v. Rogers*, 564 U.S. 431, 445, 131 S. Ct. 2507, 2518 (2011) (The ability to pay or comply marks  
a dividing line between civil and criminal contempt.) (citation omitted). Thus, the nature of the

1 remedy of arrest is clear that it is appropriate only when the evidence satisfactorily establishes  
2 the existence of the property and also possession, control, or access by the defendant.

3 Here, an order for arrest would be a criminal punishment based on Mike's past alleged  
4 acts because the \$3.4 million is gone. It's not under a mattress, in a bank account, or buried for  
5 future use. The Monas entered into the Agreement in 2013. Since then, the funds related to the  
6 Agreement have long since been garnished and used for bills, legal fees, personal expenses, etc.  
7 And, Mike cannot possibly go back in time and recoup the funds. He cannot turn over funds he  
8 does not have. After multiple law suits, about four years of collection activity, three judgment  
9 debtor examinations, significant collection related discovery, and the disclosure of approximately  
10 35,000 pages of documents, Far West knows better than anyone that Mike does not possess, have  
11 access to, and/or control the \$3.4 million, and there is no clear and convincing evidence to  
12 indicate otherwise. *Turner*, 564 U.S. at 442, 131 S. Ct. at 2516 (2011) ("[C]ourt may not impose  
13 punishment 'in a civil contempt proceeding when it is clearly established that the alleged  
14 contemnor is unable to comply with the terms of the order.'") (quoting *Hicks v. Feiock*, 485 U.S.  
15 624, 638, n. 9, 108 S.Ct. 1423, 99 L.Ed.2d 721); *United States v. Century Clinic, Inc.*, 75 F.  
16 Supp. 2d 1127, 1134 (D. Nev. 1998) (civil contempt proceeding requires proof of clear and  
17 convincing evidence); NRS 31.770, 31.780, and 31.790 (order discharging debtor from arrest  
18 when not able to pay judgment). Thus, because there is no ability to comply, and further  
19 proceedings under the proper measure of proof were needed to demonstrate otherwise, any order  
20 for arrest would be an improper criminal punishment.

21 Moreover, not only does Mike not have the \$3.4 million from the Post-Marital Property  
22 Settlement Agreement, but he does not have \$25 million dollars to satisfy the judgment. He's  
23 never possessed funds sufficient to satisfy the judgment. As a result, if the Court issued an order  
24 for Mike's arrest, doing so would not be a remedial, preventative, or coercive action to facilitate  
25 the return of the \$3.4 million because Mike cannot possibly comply with such a condition. Thus,  
26 such an order would truly amount to sending Mike to debtor's prison—it would be a criminal  
27 punishment for past behavior—an old discredited practice of imprisonment for debts—debts  
28 which people are unable to pay. As a result, the Court should deny Far West's request.

1           **C.    FAR WEST'S REQUEST FOR AN ORDER FOR MIKE'S ARREST IS A**  
2           **CONTEMPT SANCTION OVER WHICH THIS COURT DOES NOT**  
3           **HAVE JURISDICTION AND ARREST IS NOT AN APPROPRIATE NRCP**  
4           **37 SANCTION.**

5           Pursuant to NRS 22.030(3), this Court does not have jurisdiction to preside over a  
6           contempt proceeding based on conduct that did not occur in its presence. Here, the basis of Far  
7           West's request, the Monas' division of community property through the Post-Marital Property  
8           Settlement Agreement, did not occur in the Court's presence. Thus, Far West's request is not  
9           within this Court's jurisdiction to consider. Further, if Far West attempts to couch the request for  
10          Mike's arrest as another NRCP 37 sanction, NRCP 37 does not provide for such a sanction.  
11          Thus, the Court should deny Far West's request.

12           **D.    NEVADA LAW AUTHORIZES THE MONAS' DIVISION OF**  
13           **COMMUNITY PROPERTY, THE NEVADA SUPREME COURT FOUND**  
14           **AGAINST FAR WEST, AND FAR WEST IS LITIGATING THE ISSUE IN**  
15           **A DIFFERENT CASE.**

16           In Nevada, "all property, other than that stated in NRS 123.130, acquired after marriage .  
17           . . is community property unless" divided by "[a]n agreement in writing between the spouses."  
18           NRS 123.220. Further, pursuant to NRS 123.080, a husband and wife may not alter their legal  
19           relations, except as to property. NRS 123.080.

20           Here, Far West's request for an order for Mike's arrest is based on the Monas' division of  
21           community property, which was consistent with the above statutes. Indeed, the Monas consulted  
22           with a well respected Las Vegas family law attorney and entered into the Post-Marital Property  
23           Settlement Agreement, as Nevada law allowed them to do. And, the Family Division of this  
24           Court ratified, approved, and confirmed the Post-Marital Property Settlement Agreement in the  
25           Divorce Decree indicating:

26           The Court further finds that the parties entered into a Post-Marital Property  
27           Settlement Agreement (hereinafter "Agreement") on or about the 13th day of  
28           September, 2013, which this Court determines has met the requirements of NRS  
            123.070, 123.080, and 123.130(1), which statutory provisions permit married  
            parties to enter into written contracts with regard to their property during the  
            marriage, including a right to transmute by such agreements community property  
            to separate property, and separate property to community property. See,  
            Verheyden v. Verheyden, 104 Nev. 342, 757 P.2d 1328 (1988). Further, that in  
            entering into the Agreement the parties provided full and fair disclosure, each had

1 the opportunity to consult with counsel (and indeed engaged counsel to assist  
2 them), and the Agreement includes no provisions which would otherwise render  
3 the Agreement void or unconscionable. See, Cord v. Neuhoff, 94 Nev. 21, 573  
4 P.2d 1170 (1978), and Dimick v. Dimick, 112 Nev. 402, 915 P.2d 254 (1996).  
5 That upon equal division of community property Wife preserved the majority of  
6 her separate property designated to her under the Agreement, while Husband's  
7 portion has been dissipated by his spending and/or by his separate creditors or  
8 separate debts. This Court finds that such post marital agreements are permissible  
9 by law.

10 ///

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

17 See Divorce Decree attached as **Exhibit A** at 2:4-17 and 3:22-26. Thus, Far West is requesting  
18 that this Court send Mike to debtor's prison for something Nevada law and the Family Division  
19 of this Court confirmed, ratified, and approved as entirely appropriate and valid.

20 The Family Division's finding and conclusion regarding the Post-Marital Property  
21 Settlement Agreement was entered subject only to the disputed claims as to Rhonda in this case,  
22 which the Supreme Court decided and ended once and for all. Further, Far West had the  
23 opportunity to make its arguments in the divorce proceeding, but failed to timely do so and was  
24 sanctioned for its actions. Also, Far West could have challenged the Supreme Court's decision  
25 vacating this Court's decision as to Rhonda, but it failed to do so. Thus, consistent with the  
26 Divorce Decree and the Nevada Supreme Court's opinion, the Post-Marital Property Settlement  
27 Agreement is now binding and valid.

28 Moreover, notwithstanding all of the above, Far West is proceeding against Mike and  
Rhonda before Judge Bare in case No. A-15-724490-C on the same issue regarding the  
Post-Marital Property Settlement Agreement. And, NRS 31.490 states:

**NRS 31.490 Order for arrest.** An order for the arrest of the defendant shall be  
obtained from a judge of the court in which the action is brought.

1 In other words, if Far West wants an order for Mike's arrest, it needs to seek it from Judge Bare  
2 after there is a verdict/judgment on its second cause of action in the Judge Bare case. Indeed, Far  
3 West's second cause of action in said case reads in part:

4 **SECOND CAUSE OF ACTION**  
5 **Fraudulent Transfer of \$3,406,610.10**  
6 **All Defendants**

7 ///

8 82. Upon information and belief, Mr. Mona transferred  
9 \$3,406,6610.10 to Mrs. Mona.

10 83. Upon information and belief, Mr. Mona made the transfer with the  
11 actual intent to hinder, delay or defraud Far West.

12 84. Mrs. Mona is an insider to Mr. Mona.

13 85. Upon information Mr. Mona retained possession or control of the  
14 property transferred after the transfer.

15 86. Upon information and belief, Mr. Mona concealed the transfer.

16 87. Before the transfer was made, Mr. Mona had been sued or  
17 threatened with suit.

18 88. Upon information and belief, the transfer was of substantially all  
19 Mr. Mona's assets.

20 89. Upon information and belief, Mr. Mona removed or concealed  
21 assets.

22 90. Upon information and belief, the value of the consideration  
23 received by Mr. Mona was not reasonably equivalent to the value of the assets  
24 transferred.

25 91. Upon information and belief, Mr. Mona was insolvent or became  
26 insolvent shortly after the transfer was made.

27 92. The transfer occurred shortly after a substantial debt was incurred.

28 93. Upon information and belief, Mr. Mona made the transfer without  
receiving a reasonably equivalent value in exchange for the transfer or obligation.

94. Upon information and belief, at the time of the transfer, Mr. Mona  
was engaged or was about to engage in a business or a transaction for which his  
remaining assets were unreasonably small in relation to the business or  
transaction.

95. Upon information and belief, at the time of the transfer, Mr. Mona  
intended to incur, or believed or reasonably should have believed that he would  
incur, debts beyond his ability to pay as they became due.

1           96.     Upon information and belief, Mr. Mona made the transfer without  
2     receiving reasonably equivalent value in exchange for the transfer and Mr. Mona  
3     was insolvent at the time )f the transfer or became insolvent as a result of the  
4     transfer.

5     *See* Far West's First Amended Complaint in Case No. A-15-724490-C at 10:24-11:24. And, it is  
6     not proper for Far West to be seeking an order for Mike's arrest on a claim that is pending before  
7     a different judge and has yet to be decided. Further, a full reading of the statutory scheme under  
8     which Far West brings the request shows that the Legislature contemplated a completely separate  
9     action from the one in which the judgment arose. *See* NRS 31.470 et. seq. The Judge Bare  
10    action may satisfy the separate action requirement, but the domestication of the judgment before  
11    this Court would not.

12           In summary, Far West is requesting that this Court issue an order for Mike's arrest based  
13    on: (1) a Post-Marital Property Settlement Agreement that Nevada law authorized; (2) an issue  
14    on which the Nevada Supreme Court found against Far West; (3) an issue this Court's Family  
15    Division confirmed, ratified, and approved and sanctioned Far West for its conduct; and (4) on  
16    an issue that Far West is currently litigating in a completely different case. Thus, although Far  
17    West believes it may get a favorable result in this Court for some reason, this Court should not  
18    condone Far West's attempt to short circuit Nevada law, the Nevada Supreme Court, the Family  
19    Division, or the concurrent fraudulent transfer action before Judge Bare by entering an order for  
20    Mike's arrest based on the same issue.

21           Such a result is not what the Nevada Supreme Court had in mind when it indicated the  
22    remedy of preventative arrest "is an extraordinary grant of power . . . that carries extraordinary  
23    judicial responsibilities . . . and assumes the highest of judicial wisdom and, accordingly,  
24    demands the highest degree of consideration in its exercise." *Summers*, 68 Nev. at 108, 227 P.2d  
25    at 205. As a result, the Court should deny Far West's request.

26           **E.     POLICY DOES NOT FAVOR THE COURT GRANTING FAR WEST'S  
27                   REQUEST FOR AN ORDER FOR MIKE'S ARREST THAT HE CANNOT  
28                   COMPLY WITH.**

29           Far West knows that if Mike is in jail he will lose his employment, will not be able to  
30    earn an income, will not be able to further any business circumstances, and will not be able to



1 pay spousal support. Further, Far West knows that Mike's lack of employment and ability to  
2 conduct business will harm its chances of ever collecting on its judgment. Far West, however,  
3 does not care because it would prefer to punish Mike and see him, his family, and any of his  
4 business dealings suffer than collect on its judgment. And, policy does not support stripping a  
5 person's means to earn an income and ability to pay spousal support—effectively transferring the  
6 burden of support to others or society—in favor of a coercive sanction to which one cannot  
7 comply.

8 In addition to the policy above, pursuant to NRS 31.510, if the Court grants Far West's  
9 request, Far West must post a bond to cover all costs and charges that may be awarded to Mike,  
10 including all damages Mike may sustain by reason of the arrest. This amount will depend on the  
11 length of time of incarceration, but, if it is indefinite, because Mike will not able to comply with  
12 the Court's order, the bond must, at a minimum, exceed seven figures.

13 **III. CONCLUSION**

14 Based on the foregoing, the Court should deny Far West's request.

15 Dated this 6th day of February, 2017.

16 MARQUIS AURBACH COFFING

17  
18  
19 By

Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Defendant  
Michael J. Mona, Jr.

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **MICHAEL J. MONA'S OPPOSITION TO APPLICATION FOR ISSUANCE OF ORDER FOR ARREST OF DEFENDANT MICHAEL J. MONA, JR.** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 6th day of February, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>3</sup>

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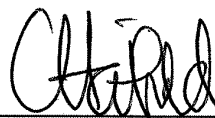
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I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

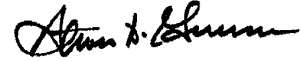


an employee of Marquis Aurbach Coffing

<sup>3</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

**EXHIBIT “A”**

**EXHIBIT “A”**



CLERK OF THE COURT

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13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA

15 RHONDA HELENE MONA,

16 Plaintiff,

17 vs.

18 MICHAEL JOSEPH MONA,

19 Defendant.

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

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

20 DECREE OF DIVORCE

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

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

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

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

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

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

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

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

26 ...

27 ...

28 ...

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

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

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

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

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

27 ...

28 ...

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

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

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

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

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

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

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

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

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

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

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



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

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

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

10 DATED and DONE this 23<sup>rd</sup> day of July, 2015.

11  
12   
13 DISTRICT JUDGE

LINDA MARQUIS

14 Submitted by:

KAINEN LAW GROUP, PLLC

15  
16 By: 

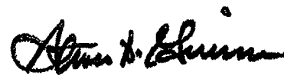
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Attorneys for Plaintiff

20  
21 Approved as to Form and Content:

MARQUIS AUBACH COFFING

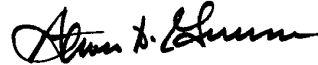
22  
23 By: 

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JUL 23 2015

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DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE DOCUMENT ON FILE



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**RPLY**

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*Attorneys for Plaintiff Far West Industries*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

v.

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

Defendants.

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

**Date of Hearing: February 21, 2017**  
**Time of Hearing: 9:00 a.m.**

**REPLY TO OPPOSITION TO APPLICATION FOR ISSUANCE OF  
ORDER FOR ARREST OF DEFENDANT MICHAEL J. MONA, JR.**

Plaintiff Far West Industries ("Far West"), by and through its counsel, F. Thomas  
Edwards, Esq. and Andrea M. Gandara, of the law firm of Holley Driggs Walch Fine Wray  
Puzey & Thompson, hereby files this Reply to Michael J. Mona's Opposition to Application for  
Issuance of Order for Arrest of Defendant Michael J. Mona, Jr.

///

///

///

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

As this Court has witnessed firsthand, Michael J. Mona, Jr. (“Mr. Mona”) has repeatedly shirked his obligations as a judgment debtor and trivialized the consequences of his misconduct throughout this proceeding. True to form, in his Opposition, Mr. Mona admits that the Court designated his Post-Marital Settlement Agreement a fraudulent transfer but boldly argues that there is essentially nothing the Court can do to enforce consequences for his violation of its prior Orders and his deceit in connection with the transfer. The Court should not allow Mr. Mona to escape responsibility for Far West’s fraud Judgment against him and his evasion of Far West’s lawful execution upon that Judgment.

**II. ARGUMENT**

**A. Mr. Mona Should Be Arrested Based on His Intentional Fraud Against Far West.**

Fraud constitutes one of the grounds for arrest in a civil action under NRS 31.480, *see* NRS 31.480(4), and here there can be no doubt that Mr. Mona is guilty of a fraud in contracting the debt he owes Far West. Crucially, nowhere in his Opposition does Mr. Mona refute that he was found liable for defrauding Far West, perhaps recognizing the futility of such an argument given the detailed Findings of Fact and Conclusions of Law underlying Far West’s Judgment against him. *See* Judgment, Ex. 1-A to the Application for Issuance of Order for Arrest of Defendant Michael J. Mona, Jr. (the “Application for Arrest”) and Findings of Fact and Conclusions of Law, Ex. 1-B to the Application for Arrest. As the California court stated, Mr. Mona “intentionally misrepresented material facts and concealed other material facts from Far West . . . with the intent to defraud Far West.” *See* Findings of Fact and Conclusions of Law, Ex. 1-B, at ¶¶ 5, 9. Far West justifiably relied on Mr. Mona’s affirmative misrepresentations and omissions and sustained damages in excess of \$16.5 million. *See* Findings of Fact and Conclusions of Law, Ex. 1-B, at ¶ 9-10.

Without citing to any authority, Mr. Mona makes a one sentence argument that the Judgment cannot form the basis for imprisonment under NRS 31.480 because the Judgment was

originally entered in California. Nevada statutes make it clear that once a foreign judgment is domesticated, it is treated and enforced in the same manner as a judgment entered in Nevada.

**NRS 17.350 Filing and status of foreign judgments.** An exemplified copy of any foreign judgment may be filed with the clerk of any district court of this state. The clerk shall treat the foreign judgment in the same manner as a judgment of the district court of this state. A judgment so filed has the same effect and is subject to the same procedures, defenses and proceedings for reopening, vacating or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner.

NRS 17.350 (emphasis added).<sup>1</sup> Since the Judgment was domesticated pursuant to NRS 17.350, it is treated and enforced in the same manner as a judgment that was originally entered in Nevada. Accordingly, the Judgment may form the basis for arrest under NRS 31.480, and Mr. Mona has not cited to any authority to suggest otherwise.

In sum, Far West has demonstrated sufficient cause under NRS 31.480(4) to arrest Mr. Mona for his undeniable intentional fraud.

B. In Its Sanctions Order, This Court Conclusively Ruled that Mr. Mona Fraudulently Transferred \$3.4 Million to Hinder, Delay and Defraud Far West and The Nevada Supreme Court Explicitly Ruled That He Is Not Entitled to Any Relief From That Order and the Decree of Divorce Has No Effect on the Sanctions Order.

In the Opposition, Mr. Mona attempts to hide behind the Nevada Supreme Court's Opinion, Ex. 1-F to Application for Arrest, regarding the Sanctions Order.<sup>2</sup> However, that Opinion provides him no sanctuary for his fraudulent transfer of millions of dollars, which he concealed in violation of two prior Orders of this Court and lied about under oath to prevent Far West from lawfully executing upon its Judgment. The Nevada Supreme Court specifically stated in its Opinion that this Court's Sanction Order remains intact as to Mr. Mona:

<sup>1</sup> See also, *Rosenstein v. Steele*, 103 Nev. 571, 573, 747 P.2d 230, 231-32 (1987) ("The full faith and credit clause of the United States Constitution requires that a final judgment entered in a sister state must be respected by the courts of this state absent a showing of fraud, lack of due process or lack of jurisdiction in the rendering state.") (citing U.S. Const., art. IV, § 1; *Morris v. Jones*, 329 U.S. 545, 551, 67 S.Ct. 451, 455, 91 L.Ed. 488 (1947); *Phares v. Nutter*, 125 Ariz. 291, 609 P.2d 561 (1980); *Miller v. Eloie Farms, Inc.*, 128 ARIZ. 269, 625 p.2D 332 (app.1980); *Data Management Systems, Inc. v. EDP Corp.*, 709 P.2d 377 (Utah 1985)).

<sup>2</sup> See 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 ("Sanctions Order"), entered on July 15, 2016.

After the California judgment was domesticated, the district court ordered Michael to appear for a judgment debtor examination and produce documents pursuant to NRS 21.270. **Michael failed to disclose and produce the post-marital agreement in violation of the court order.** Far West subsequently requested to examine Rhonda, as a trustee of the Mona Family Trust, pursuant to NRS 21.270. In response, the district court ordered another round of judgment debtor examinations-one for Michael and one for Rhonda as a trustee of the Mona Family Trust. The district court also ordered the Monas to produce an exhaustive list of documents, which included some of Rhonda's personal financial documents. Rhonda did not produce documents in compliance with the court order. **Michael failed to produce documents relating to three bank accounts that may have held community property because the accounts were in Rhonda's name.**

...

After reviewing the petition, we conclude that **Michael is not entitled to relief from the post-judgment sanctions order.** The district court properly ordered Michael as a party to appear for a judgment debtor examination and produce the identified documents pursuant to NRS 21.270, NRCP 34, and NRCP 69. As Michael was a named defendant, the district court had personal jurisdiction over Michael and could sanction him under NRCP 37 for his failure to comply with the discovery order. **Having reviewed the sanctions order, we conclude that it was not arbitrary or capricious as applied to Michael. Accordingly, we deny the petition for mandamus or prohibition relief as to Michael.**

See Opinion, Ex. 1-F to Application for Arrest, at Pages 3-4, and 7 (emphasis added).

Thus, contrary to Mr. Mona's contentions, the Nevada Supreme Court's Opinion sustained this Court's findings and conclusions about him in the Sanctions Order. These findings and conclusions include the following excerpts:

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

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

....

**Mr. Mona's deceit and omission cannot be excused by a lack of**

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memory because the purported transfer through the Post-Marital Settlement Agreement occurred only shortly before his examination. Likewise, **Mr. Mona's deceit and omission cannot be blamed on his attorney**, as Mr. Mona was in control of his testimony at the judgment debtor examination in 2013. At his more recent judgment debtor examination, **Mr. Mona admitted that he should have produced the Post-Marital Settlement Agreement in 2013 and that he should have disclosed it** during the November 25, 2013 examination and, on this point, **the Court agrees** with Mr. Mona.

...

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

...

**The Court therefore concludes that the Post-Marital Settlement Agreement is a fraudulent transfer intended to hinder, delay and defraud Plaintiff in its efforts to execute upon the Judgment** and the \$6,813,202.20 remains community property that is subject to execution by Far West in satisfaction of its Judgment. . . . **The Court finds the sanctions imposed herein to be appropriate in light of the very serious misconduct at issue**, specifically the failure to disclose documents as ordered, which resulted in the dissipation of millions of dollars in assets, of which only a relatively small amount remains . . . . **The Court has also previously found that Mr. Mona is not taking this proceeding seriously.** See Order entered 06/17/2015.

See Sanctions Order, at 4:1-6; 4:23-5:1; 6:14-19; 7:13-17; 9:16-27.

Mr. Mona's very serious misconduct should subject him to arrest just as the defendant in *In re Bergman* was arrested for fraudulently transferring money to his father after a judgment was entered against him. 18 Nev. 331, 4 P. 209, 210 (1884). Here, it is the Court's conclusive and final order that Mr. Mona disposed of his property with the intent to defraud Far West, which properly subjects him to arrest like the defendant in *Bergman* who removed property from Nevada with the intent to defraud his creditors and specifically the judgment creditor who sought arrest. See also *Ex parte Bergman*, 18 Nev. 331, 4 P. 209, 217 (1884) ("The imprisonment of

petitioner is for the fraud practiced in attempting to evade the payment of any judgment that [the creditor] might obtain against him . . .”).<sup>3</sup>

Mr. Mona’s reliance on the Decree of Divorce<sup>4</sup> is misguided for many reasons, including, the fact that it explicitly carves out Far West’s challenge of the Post-Marital Property Settlement Agreement in these proceedings from its application. See Decree of Divorce, attached as **Exhibit A**, at 3:22-26 (“IT IS FURTHER, ORDERED, ADJUDGE [sic] AND DECREED, based upon the findings set forth herein-above, that the parties’ Post-Marital Property Settlement Agreement is valid and enforceable. Said Agreement is adopted by the Court and incorporated into this Decree and the assets set forth therein are confirmed to each party as his/her sole and separate property, **subject only to the resolution of disputed third party claims in Case No. A-12-670352.**”).

C. No Separate Action Is Necessary For Mr. Mona to Be Arrested.

Mr. Mona cites no authority for his argument that Far West must bring a completely separate action from this proceeding as a prerequisite for his arrest. In fact, when read together NRS 31.480 and 31.520 contemplate an Order for arrest being served concurrently with the summons in an action for fraud or fraudulent transfer. NRS 31.520 states, “Order and arrest; return of order. The order may be made to accompany the summons . . .” NRS 31.480(4) and (5) provide that:

The defendant may be arrested . . . When the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought . . . [or] When the defendant has removed or disposed of the defendant’s property, or is about to do so, with intent to defraud the defendant’s creditors.

<sup>3</sup> The facts here are the extreme type warranting arrest of Mr. Mona, see *Summers v. Dist. Court Second Dist., Washoe Cty.*, 68 Nev. 99, 108, 227 P.2d 201, 205 (1951). However, unlike the situation in *Summers*, where the arrest was preventative to keep the judgment debtor from fleeing the jurisdiction to evade a domestic support obligation in this case, the Court would be exercising its jurisdiction in response to Mr. Mona’s undeniable fraud and fraudulent transfer.

<sup>4</sup> Far West reserves all rights with respect to the validity and effect of the Decree of Divorce.

1 It follows then that an arrest can be had within the same proceeding in which the plaintiff  
2 is seeking a final judgment for fraud or fraudulent transfer even if the case is at the initial  
3 pleading and service phase.

4 In this case an order for Mr. Mona's arrest from this Court is appropriate due to the  
5 domesticated fraud Judgment that it is presiding over and the Court's own Sanctions Order  
6 containing findings and conclusions that establish Mr. Mona's fraudulent transfer through the  
7 Post-Marital Settlement Agreement. No separate action is necessary for Mr. Mona to be  
8 arrested.

9 As to Far West's action before Judge Bare that involves the Post-Marital Settlement  
10 Agreement, Mr. Mona is named in the case as a necessary party due to his status as transferor.  
11 However, additional relief is being sought against Mr. Mona's former wife, the Monas' son, and  
12 the son's company for many other fraudulent transfers. It cannot plausibly be said that the action  
13 should serve as an impediment to Mr. Mona's arrest in the instant proceeding. See NRS 31.490  
14 (providing that an order for arrest is to be obtained from *a* judge of the court in which the action  
15 is brought, not *the* judge before whom the action is brought).

16  
17 D. Arrest In Civil Cases Pursuant to NRS 31.470 Is an Independent Civil Remedy For  
18 Defendants Like Mr. Mona Who Are Guilty of Fraud and Fraudulent Transfers That  
19 Is Distinct From Contempt, Rule 37 Sanctions and Criminal Penalties.

20 Mr. Mona's conflation of contempt and Rule 37 sanctions with the distinct remedy of  
21 arrest provided for under NRS 31.470 is an obvious effort to avoid responsibility for his fraud  
22 and fraudulent transfer. This attempt should be disregarded because Far West has not requested  
23 relief for contempt or Rule 37 sanctions against Mr. Mona in its Application for Arrest and the  
24 detailed statutory scheme for arrest in civil cases under NRS 31.470-NRS 31.730 contains no  
25 reference contempt or sanctions. Similarly, Mr. Mona's argument that arrest in this civil case  
26 somehow amounts to criminal punishment has no support. The fact that NRS 31.470 specifically  
27 refers to arrest in civil cases as opposed to criminal actions belies his proposition that he is facing  
28 a criminal penalty for his fraud and fraudulent transfer.

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1           E. Mr. Mona's Feigned Inability to Pay for His Fraud and Fraudulent Transfer Does Not  
2           Absolve Him from Arrest in These Very Deserving Circumstances.

3           Mr. Mona's disingenuous argument that he should be protected from arrest because he  
4           has no ability to pay \$3.4 million towards Far West's Judgment should be disregarded.

5           First, the statutes and Nevada case law addressing arrest in civil cases lack any  
6           requirement that the defendant have the ability to pay to remedy his fraud or fraudulent transfer  
7           before being arrested. *See generally* NRS 31.470-NRS 31.730 and *In re Bergman*, 18 Nev. 331,  
8           4 P. 209, 210 (1884) (no reference to defendant's ability to pay)<sup>5</sup>; *In re Boyd*, 36 Nev. 162, 134  
9           P. 455 (1913) (no reference to defendant's ability to pay).

10          Second, Mr. Mona should not be shielded from arrest when his alleged inability to pay is  
11          the result of his own egregious misconduct in dissipating assets to avoid Far West's lawful  
12          execution of judgment. In addition, as recently as January 2017, Mr. Mona has evaded service of  
13          a Far West's Writ of Garnishment of his wages from CV Sciences, Inc. by being conveniently  
14          unavailable at the only Nevada address, despite being the President and Resident Agent. *See*  
15          Entity Details for CV Sciences, Inc., attached as **Exhibit B** (identifying Mr. Mona as President  
16          and Resident Agent located at 2688 S. Rainbow Blvd., Suite B, Las Vegas, Nevada 89146).  
17          Accordingly, Mr. Mona's contention that his arrest will cause loss of his income available to pay  
18          Far West's Judgment is an empty ploy with no logical relevance to the Application for Arrest.

19          Third, Mr. Mona earns an annual salary of \$330,000 with a targeted annual bonus of 60%  
20          of his base salary or a potential additional \$198,000 in income for a total of \$528,000. *See*  
21          Executive Employment Agreement, Exhibit 1 to Quarterly Report filed by CV Sciences with  
22          U.S. Securities and Exchange Commission, attached hereto as **Exhibit C**, at Sections 2.1 and  
23          2.2(b) ([https://www.sec.gov/Archives/edgar/data/1510964/000168316816000441/cv\\_10q-](https://www.sec.gov/Archives/edgar/data/1510964/000168316816000441/cv_10q-ex1001.htm)  
24          [ex1001.htm](https://www.sec.gov/Archives/edgar/data/1510964/000168316816000441/cv_10q-ex1001.htm)). Further, Mr. Mona has testified that his friends allow him to live rent free in a

25          <sup>5</sup> Mr. Mona's citation to *Bergman*, *see* Opposition to Application for Arrest, at 6:12-13, is  
26          misplaced because there the Nevada Supreme Court concluded that it would be proper to arrest a  
27          judgment debtor for costs incurred as a result of enforcement of a judgment, in addition to the  
28          principal amount of the outstanding debt. *Ex parte Bergman*, 18 Nev. 331, 4 P. 209, 217 (1884)  
        ("It must therefore necessarily follow that the imprisonment is authorized for the costs which are  
        incurred in using this coercive means to enforce the collection of the judgment, as well as for the  
        amount of the principal debt or demand."). This conclusion in no way supports Mr. Mona's  
        proposition that his purported inability to pay the Judgment should allow him to evade arrest.

multi-million dollar condo in San Diego and that he paid no first mortgage for his house in Las Vegas due to payment by Roen Ventures, LLC under a management agreement, that required him to do little to no work. *See* Excerpt of Transcript of Judgment Debtor Examination of Michael Mona Jr., 06/30/2015, attached hereto as **Exhibit D**, 34:14-35:16; 98:10-104:23, Residential Lease Agreement, Exhibit 12 of Judgment Debtor Examination, attached hereto as **Exhibit E** and Management Agreement, dated November 23, 2013, attached hereto as **Exhibit F**. In light of the financial opportunities afforded to Mr. Mona, he lacks any credibility when he says he cannot come up with funds to pay towards Far West's Judgment.

F. Mr. Mona's Constitutional Challenges Should Be Overruled.

Mr. Mona's constitutional defenses have no merit because fraud is an express exception to the restriction against imprisonment for debt in Nevada:

Sec: 14. Exemption of property from execution; imprisonment for debt. The privilege of the debtor to enjoy the necessary comforts of life shall be recognized by wholesome laws, exempting a reasonable amount of property from seizure or sale for payment of any debts or liabilities hereafter contracted; **And there shall be no imprisonment for debt, except in cases of fraud,** libel, or slander, and no person shall be imprisoned [imprisoned] for a Militia fine in time of Peace.

NEV. CONST. art. 1, § 14 (alteration in original and emphasis added); *see also Zahavi v. State*, 343 P.3d 595 (2015) (rejecting constitutional challenge of NRS 205.130(1)(e), which allows for arrest of defendant convicted of bad check writing with an intent to defraud, and citing *Bergman* for proposition that imprisonment permissible in cases of crimes or torts, i.e., fraud).

Any due process argument Mr. Mona raises is similarly weak. Far West's fraud Judgment against Mr. Mona was the result of three years of pre-trial litigation followed by a multi-day trial during which Mr. Mona was represented by counsel. Mr. Mona did not file an appeal in the Judgment. Additionally, Mr. Mona appeared and was heard through counsel at the hearing before the Court issued the Sanctions Order, which Mr. Mona then appealed and lost. Any further challenge Mr. Mona could have as to those rulings, i.e., a jury trial, certainly have been waived by this point.

1           G. Far West Should Only Be Required to Post the Minimum Statutory Bond In Light of  
 2           His Fraud and Fraudulent Transfer.


3           There is no basis for Far West to post a bond above the minimal \$500 statutory amount  
 4 when Mr. Mona's arrest is substantially justified under two separate grounds under NRS  
 5 31.480(4) and (5). The undisputed final Findings of Fact and Conclusions of Law from the  
 6 California action against him, this Court's own Sanctions Order, and the Nevada Supreme  
 7 Court's Opinion all support arrest of Mr. Mona as a remedy for his fraud and fraudulent transfer.  
 8 In addition, Nevada case law has held that where an Order is granted upon sufficient proof to  
 9 warrant arrest upon application, it "should not be vacated, but upon convincing proof that it  
 10 should be." *In re Boyd*, 36 Nev. 162, 134 P. 455, 458 (1913). Therefore, Far West should not  
 11 have to bear a bond of more than \$500 because an Order for Mr. Mona's arrest is proper under  
 12 NRS 31.480 and should not be vacated.

13           **III. CONCLUSION**

14           In conclusion, Far West respectfully requests that this Court issue an Order for arrest of  
 15 Mr. Mona based upon his fraud and fraudulent transfer until he pays \$3,406,601.10 towards the  
 16 Judgment.

17           Dated this 14<sup>th</sup> day of February, 2017.

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

20             
 21           F. THOMAS EDWARDS, ESQ.  
 22           Nevada Bar No. 9549  
 23           ANDREA M. GANDARA, ESQ.  
 24           Nevada Bar No. 12580  
 25           400 South Fourth Street, Third Floor  
 26           Las Vegas, Nevada 89101


27           *Attorneys for Plaintiff Far West Industries*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 14<sup>th</sup> day of February, 2017, pursuant to EDCR 8.05 and NRCP 5(b), I caused to be served electronically using the Court's E-File & Serve System, a true and correct copy of the foregoing **REPLY TO OPPOSITION TO APPLICATION FOR ISSUANCE OF ORDER FOR ARREST OF DEFENDANT MICHAEL J. MONA, JR.** to the parties below:

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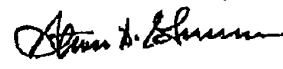
  
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Fine Wray Puzey & Thompson

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# EXHIBIT A

# EXHIBIT A

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CLERK OF THE COURT

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

15 **RHONDA HELENE MONA,**

16 Plaintiff,

17 vs.

18 **MICHAEL JOSEPH MONA,**

19 Defendant.

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

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

20 **DECREE OF DIVORCE**

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

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

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

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

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

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

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

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

26 ...

27 ...

28 ...

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

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

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

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

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

27 ...

28 ...



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

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

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

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

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

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

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

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

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

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

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

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

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

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

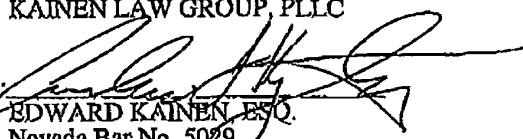
10 DATED and DONE this 3<sup>rd</sup> day of July, 2015.

11  
12   
13 DISTRICT JUDGE

LINDA MARQUIS

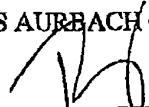
14 Submitted by:

KAINEN LAW GROUP, PLLC

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

24 Approved as to Form and Content:

MARQUIS AURBACH COFFING

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

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# EXHIBIT B

# EXHIBIT B

# CV SCIENCES, INC.

Business Entity Information			
Status:	Active	File Date:	8/16/2013
Type:	Foreign Corporation	Entity Number:	E0403452013-9
Qualifying State:	DE	List of Officers Due:	8/31/2017
Managed By:		Expiration Date:	
NV Business ID:	NV20131493432	Business License Exp:	8/31/2017

Additional Information	
Central Index Key:	0801353685

Registered Agent Information			
Name:	CANNAVEST CORP. c/o PRESIDENT	Address 1:	2688 S. RAINBOW BLVD SUITE B
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89146
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 20,000.00
Par Share Count:	200,000,000.00	Par Share Value:	\$ 0.0001

Officers

☒ Include Inactive Officers

Secretary - JOSEPH D DOWLING					
Address 1:		2688 S RAINBOW BLVD	Address 2:		
City:		LAS VEGAS	State:		NV
Zip Code:		89146	Country:		USA
Status:		Active	Email:		
Treasurer - JOSEPH D DOWLING					
Address 1:		2688 S RAINBOW BLVD	Address 2:		
City:		LAS VEGAS	State:		NV
Zip Code:		89146	Country:		USA
Status:		Active	Email:		
Secretary - JOSEPH D DOWLING					
Address 1:		2688 S RAINBOW BLVD	Address 2:		

City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Historical	Email:	
<b>Treasurer - JOSEPH D DOWLING</b>			
Address 1:	2688 S RAINBOW BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Historical	Email:	
<b>Director - BART MACKAY</b>			
Address 1:	2688 S RAINBOW BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Historical	Email:	
<b>President - MICHAEL MONA</b>			
Address 1:	2688 S RAINBOW BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Historical	Email:	
<b>Director - MICHAEL MONA</b>			
Address 1:	2688 S RAINBOW BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Historical	Email:	
<b>President - MICHAEL MONA JR</b>			
Address 1:	2688 S RAINBOW BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	USA
Status:	Active	Email:	

<b>Actions\Amendments</b>			
Action Type:	Foreign Qualification		
Document Number:	20130540352-85	# of Pages:	2
File Date:	8/16/2013	Effective Date:	
Initial Stock Value: Par Value Shares: 200,000,000 Value: \$ 0.0001 No Par Value Shares: 0 -----			
----- Total Authorized Capital: \$ 20,000.00			
Action Type:	Miscellaneous		
Document Number:	20130540354-07	# of Pages:	1
File Date:	8/16/2013	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20130549121-78	# of Pages:	2

<b>File Date:</b>	8/21/2013	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Amended List		
<b>Document Number:</b>	20140266986-44	<b># of Pages:</b>	2
<b>File Date:</b>	4/10/2014	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20140504613-06	<b># of Pages:</b>	2
<b>File Date:</b>	7/14/2014	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Amended List		
<b>Document Number:</b>	20150074396-57	<b># of Pages:</b>	2
<b>File Date:</b>	2/19/2015	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20150350090-25	<b># of Pages:</b>	2
<b>File Date:</b>	8/3/2015	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Annual List		
<b>Document Number:</b>	20160351749-28	<b># of Pages:</b>	1
<b>File Date:</b>	8/8/2016	<b>Effective Date:</b>	
(No notes for this action)			
<b>Action Type:</b>	Amendment		
<b>Document Number:</b>	20160351748-17	<b># of Pages:</b>	3
<b>File Date:</b>	8/8/2016	<b>Effective Date:</b>	
(No notes for this action)			

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# EXHIBIT C

# EXHIBIT C



EX-10.1 2 cv\_10q-ex1001.htm EXECUTIVE EMPLOYMENT AGREEMENT - MONA JR.  
Exhibit 10.1

## EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of July 6, 2016 (the "Effective Date"), by and between CV SCIENCES INC., a Delaware corporation (the "Company"), and MICHAEL J. MONA, JR. ("Executive").

### Recitals

A. The Company operates two distinct business segments: a specialty pharmaceutical division focused on developing and commercializing novel therapeutics utilizing synthetic Cannabidiol ("CBD"); and, a consumer product division in manufacturing, marketing and selling plant-based CBD product to a range of market sectors.

B. Executive is the Founder, President and Chief Executive Officer of the Company, and Executive and the Company desire to set forth the terms and conditions of the Executive's employment by the Company.

### Agreement

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements of the parties hereunder, and for other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. Employment and Duties.

1.1 Position. The Company hereby employs Executive, and Executive hereby accepts employment with the Company, as President and Chief Executive Officer of the Company.

1.2 Duties. Executive agrees to devote his best efforts, and shall have primary responsibility within the Company, to act as the senior executive of the Company and have responsibility for the effective operation of the Company, the overall leadership and strategic directions of the Company, and to perform such other duties assigned to him by the Board of Directors of the Company (the "Board of Directors"). Executive shall perform his duties in a trustworthy, businesslike and loyal manner.

1.3 Reporting. Executive shall report to the Board of Directors.

1.4 Place of Employment. Executive shall perform his services hereunder at the Company's Las Vegas, NV and San Diego, CA offices. Executive's primary office shall be in Las Vegas, NV, however, Executive shall spend a portion of his time in the Company's primary office for operations and for certain executive functions of the Company located in San Diego, CA.

1.5 Change of Duties. The duties of Executive may be modified from time to time by the mutual consent of the Company and Executive without resulting in a rescission of this Agreement. The mutual written consent of the Company and Executive shall constitute execution of that modification. Notwithstanding any such change, the employment of Executive shall be construed as continuing under this Agreement as so modified.

1.6 Devotion of Time to Company's Business. During the Term of this Agreement (as such term is defined in Section 1.7 hereof), Executive agrees (i) to devote substantially all of his productive time, ability and attention to the business of the Company during normal working hours, (ii) not to engage in any other business duties or business pursuits whatsoever which conflict with his duties to the Company, (iii) whether directly or indirectly, not to render any services of a commercial or professional nature to any individual, trust, partnership, company, corporation, business, organization, group or other entity (each, a "Person") which conflict with his duties to the Company, whether for compensation or otherwise, without the prior written consent of the Board of Directors, and (iv) whether directly or indirectly, not to acquire, hold or retain more than a one percent (1%) interest in any business competing with or similar in nature to the business of the Company or any of its Affiliates (as such term is defined below); provided, however, the expenditure of reasonable amounts of time for other matters and charitable, educational and professional activities or, subject to the foregoing, the making of passive personal investments shall

not be deemed a breach of this Agreement or require the prior written consent of the Company if those activities do not materially interfere with the services required of Executive under this Agreement. For purposes of this Agreement, "Affiliates" shall mean any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Company.

1.7 Term. Unless sooner terminated as provided in Section 4 hereof, the term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2018 (the "Term"). The Company and Executive shall consult on extension of the Term as soon as reasonably practicable in the month of September 2018 but neither the Company nor Executive shall be under any obligation to extend the Term. The Term, together with any extensions or renewal terms shall be referred to in this Agreement as the "Term of this Agreement."

1.8 Observance of Company Rules, Regulations and Policies. Executive shall duly, punctually and faithfully perform and observe any and all rules, regulations and policies which the Company may now or hereafter reasonably establish governing the conduct of its business or its employees to the extent such rules, regulations and policies are not in conflict with this Agreement. Executive shall promptly provide written notice to the Board of Directors of any such apparent conflict of which Executive becomes aware.

1.9 Intellectual Property. Executive hereby assigns and agrees to assign in the future to the Company all Executive's right, title and interest in and to any and all such work products and designs (whether or not patentable or registerable under copyright or similar statutes) made or conceived or reduced to practice or learned by Executive, either individually or jointly with others, during Executive's employment with the Company ("Intellectual Property").

## 2. Compensation.

2.1 Base Salary. During the Term of this Agreement, the Company shall pay to Executive or his nominee an annual base salary in such amounts as the Compensation Committee of the Board of Directors (the "Compensation Committee") shall recommend to the full Board of Directors for approval (the "Base Salary") and the Base Salary for 2016 shall initially be set at \$330,000, commencing on the date Executive, as the Chief Executive Officer, reasonably determines such increase from Executive's current salary of \$300,000 is prudent, payable in accordance with the Company's standard payroll procedures in effect at the time of payment. The Company shall withhold from any payroll or other amounts payable to Executive pursuant to this Agreement all federal, state, city or other taxes and contributions as are required pursuant to any law or governmental regulation or ruling now applicable or that may be enacted and become applicable in the future.

2.2 Performance Bonuses. In addition to the Base Salary, the Company may pay to Executive, or his nominee, annual bonuses based on the Company's performance and/or Executive's performance ("Annual Bonus") as follows:

(a) Bonus based on Achievement of Annual Performance Goals. Based upon performance of the Company as reflected by satisfaction of the performance goals listed in Exhibit A, attached hereto, the Company may pay Executive, or his nominee, a bonus in addition to Base Salary in such amount as may be determined by the Board of Directors.

(b) Establishment of Annual Bonus Performance Goals. The Company may propose new performance goals for purposes of determining additional annual bonuses payable to Executive, or his nominee, in consultation with Executive.

The targeted amount of the Annual Bonus shall be 60% of Executive's then effective Base Salary; provided, however, that the payment and amount of any Annual Bonus shall be in the sole discretion of the Board of Directors.

## 2.3 Stock Options.

(a) The Company and Executive acknowledge that on July 6, 2016, the Board approved upon recommendation by the Compensation Committee the issuance of stock options to Executive to purchase 6,000,000 shares of the Common Stock of the Company (the "Stock Options"). The Stock Options shall be issued to Executive under applicable exemptions from securities law registration, and shall not be issued under the Company's Amended and Restated 2013 Equity Incentive Plan ("Plan"). Executive has had the opportunity to consult with his financial and tax advisors regarding the Stock Options and, particularly, the tax and other financial effect and results of Executive receiving stock options outside of the Plan.



(b) The Stock Options shall vest and become exercisable solely upon achievement of the organizational performance goals set forth in Exhibit B attached hereto, or as more particularly set forth in Section 4.7 hereof.

(c) In the event of a sale of the Company or other change of control transaction (as customarily defined and set forth in Executive's Stock Option Grant to be delivered concurrently herewith), or upon a Disposition Event, as defined under the Agreement and Plan of Reorganization dated December 30, 2015 by and among CannaVest Corp., CannaVest Merger Sub, Inc., CannaVest Acquisition LLC, CanX, Inc. and The Starwood Trust, the Stock Options shall immediately vest and become exercisable.

2.4 Incentive Plans. In addition to all other benefits and compensation provided by this Agreement, Executive shall be eligible to participate in such of the Company's equity, compensation and incentive plans as are generally available to any of the management executives of the Company, including without limitation any executive and performance bonus or incentive plans.

2.5 Vacation. Executive shall be entitled to such annual vacation time with full pay as the Company may provide in its standard policies and practices for any other management executives; *provided, however*, that in any event Executive shall be entitled to a minimum of twenty (20) days annual paid vacation time exclusive of holidays.

2.6 Directors and Officers Liability Insurance. Executive shall be entitled to participation in, and have the benefit of directors' and officers' liability insurance providing coverage consistent with standards in the life science industry.

2.7 Term Life Insurance. The Company shall pay directly to the insurance carrier the cost of premiums due on a term life insurance in the amount of \$5,000,000, with such beneficiary or beneficiaries thereunder as may be designated from time to time by Executive. The Company shall reimburse Executive all amounts to maintain such policy in full force and effect during the Term of this Agreement.

2.8 Disability Insurance. The Company shall procure and maintain a disability insurance policy and the Company shall pay the premiums due on such policy and maintain such policy in full force and effect during the Term of this Agreement.

2.9 Outside Counsel for Executive. In order for Executive to have the benefit of counsel to advise and counsel Executive with respect to this Agreement, the Company shall pay the reasonable attorneys' fees and expenses incurred by Executive in connection with such advice and counsel and the drafting and execution of this Agreement.

2.10 Other Benefits. Executive shall participate in and have the benefits of all present and future vacation, holiday, paid leave, unpaid leave, life, accident, disability, dental, vision and health insurance plans, pension, profit-sharing and savings plans and all other plans and benefits which the Company now or in the future from time to time makes available to any of its management executives.

2.11 Withholding. The parties shall comply with all applicable legal withholding requirements in connection with all regular monthly and/or bi-monthly compensation payable to Executive hereunder.

3. Expense Reimbursement. The Company shall reimburse Executive for all business travel and other out-of-pocket expenses reasonably incurred by Executive in the course of performing his duties under this Agreement. All reimbursable expenses shall be appropriately documented and shall be in reasonable detail and in a format and manner consistent with the Company's expense reporting policy, as well as applicable federal and state tax record keeping requirements.

4. Termination and Rights on Termination. This Agreement shall terminate upon the occurrence of any of the following events:

4.1 Death. Upon the death of Executive, the Company shall, within thirty (30) days of receiving notice of such death, pay Executive's estate or its nominee all salary and other compensation hereunder, then due and payable and all accrued vacation pay and bonuses, if any, in each case payable or accrued through the date of death. In addition, the Company shall pay Executive's estate, or its nominee, at the time or times otherwise payable under the terms of this Agreement, all salary and accrued benefits that would have been payable hereunder by the Company to Executive during the one-year period immediately following Executive's death. Any payment due under this Section 4.1 may be funded by one or more policies of life insurance to be purchased by the Company and which provide for a benefit in the amount payable to Executive as beneficiary under such policy or policies equal to that due Executive under this Section. In the event the Company purchases such policy or policies and thereafter maintains such policy or policies in continuous and full force and effect during the term hereof, then Executive agrees to look solely to such policy or policies for payment of any amount due hereunder; provided, however, that in the event the Company does not purchase such policy or policies and thereafter maintain such policy or policies in continuous and full force and effect during term hereof, then the Company shall be directly and fully obligated to Executive for such payment.

4.2 Disability. Upon the mental or physical Disability (as such term is defined below) of Executive, the Company shall, within thirty (30) days following the determination of Disability, pay Executive or his nominee all salary then due and payable and all accrued vacation pay and bonuses, if any, in each case payable or accrued through the date of determination. In addition, the Company shall pay all salary and accrued benefits that would have been payable hereunder by the Company to Executive (or his nominee) during the one-year period immediately following Executive's disability. For purposes of this Agreement, "Disability" shall mean a physical or mental condition, verified by a physician designated by the Company, which prevents Executive from carrying out one or more of the material aspects of his assigned duties for at least ninety (90) consecutive days, or for a total of ninety (90) days in any six (6) month period. Any payment due under this Section 4.2 may be funded by one or more policies of disability insurance to be purchased by the Company and which provide for a benefit in the amount payable to Executive as beneficiary under such policy or policies equal to that due Executive under this Section. In the event the Company purchases such policy or policies and thereafter maintains such policy or policies in continuous and full force and effect during the term hereof, then Executive agrees to look solely to such policy or policies for payment of any amount due hereunder; provided, however, that in the event the Company does not purchase such policy or policies and thereafter maintain such policy or policies in continuous and full force and effect during term hereof, then the Company shall be directly and fully obligated to Executive for such payment.

4.3 Termination by the Company for Cause. Upon delivery by the Board to Executive of a written notice terminating this Agreement for Cause (as such term is defined below), which notice shall be supported by a reasonably detailed statement of the relevant facts and reasons for termination, the Company shall, within thirty (30) days following such termination, pay Executive or his nominee all salary then due and payable through the date of termination. Executive shall not be entitled to any severance compensation or any accrued vacation pay or bonuses. For purposes of this Agreement, "Cause" shall mean:

(a) Executive shall have committed an act of fraud, embezzlement or theft with respect to the property or business of the Company, in any such event in such a manner as to cause material loss, damage or injury to the Company;

(b) Executive shall have materially breached this Agreement as determined by the Board and such breach shall have continued for a period of twenty (20) days after receipt of written notice from the Board specifying such breach;

(c) Executive shall have been grossly negligent in the performance of his duties hereunder, intentionally not performed or mis-performed any of such duties, or refused to abide by or comply with the reasonable and lawful directives of the Board of Directors, in each case as reasonably determined by the Board, which action shall have continued for a period of twenty (20) days after receipt of written notice from the Board demanding such action cease or be cured; or



(d) Executive shall have been found guilty of, or has plead *nolo contendere* to, the commission of a felony offense or other crime involving moral turpitude.

4.4 Termination by the Company Without Cause. In the event the Board delivers to Executive a written notice terminating Executive's employment under this Agreement for any reason without Cause, the Company shall continue to pay Executive or his nominee all salary, benefits, bonuses and other compensation that would be due hereunder through the end of the Term of this Agreement had the Company not terminated Executive's employment, but in any event not less than one-year after the date of such termination, with such amounts payable in accordance with the Company's standard payroll.

4.5 Voluntary Termination by Executive. Thirty (30) days after delivery by Executive to the Company of a written notice terminating this Agreement for any reason without Good Reason, within thirty (30) days following the effective date of termination, the Company shall pay Executive or his nominee all salary then due and payable through the date of termination. Executive shall not be entitled to any severance compensation or any accrued vacation pay or bonuses.

4.6 Termination by Executive for Good Reason. Thirty (30) days after delivery by Executive to the Company of a written notice terminating this Agreement for Good Reason (as such term is defined below), the Company shall pay Executive or his nominee such amounts in such manner as provided for in Section 4.4 hereof. For purposes of this Agreement, "Good Reason" shall mean:

(a) The assignment of Executive to any duties inconsistent with, or any adverse change in, Executive's positions, duties, responsibilities, functions or status with the Company, or the removal of Executive from, or failure to reelect Executive to, any of such positions; *provided, however*, that a change in Executive's positions, duties, responsibilities, functions or status that Executive shall agree to in writing shall not be an event of Good Reason or give rise to termination under this Section 4.6;

(b) A reduction by the Company of Executive's Base Salary without his written consent;

(c) The failure by the Company to continue in effect for Executive any material benefit provided herein or otherwise available to any of the management executives of the Company, including without limitation, any retirement, pension or incentive plans, life, accident, disability or health insurance plans, equity or cash bonus plans or savings and profit sharing plans, or any action by the Company which would adversely affect Executive's participation in or reduce Executive's benefits under any of such plans or deprive Executive of any fringe benefit enjoyed by Executive; or

(d) Any other material breach by the Company of this Agreement which is not cured within twenty (20) days of delivery of written notice thereof by Executive to the Company.

4.7 Effect of Termination; Executive's Stock Options.

(a) All rights and obligations of the Company and Executive under this Agreement shall cease as of the effective date of termination, except that the obligations of the Company under this Section 4 and Executive's obligations under Sections 5 and 6 hereof shall survive such termination in accordance with their respective terms.



(b) In addition, notwithstanding anything to the contrary contained herein or in any agreement with respect thereto, (i) upon termination of Executive's employment pursuant to Sections 4.3 or 4.5 (termination with Cause or voluntary termination without Good Reason) all Stock Options, other equity options, restricted equity grants and similar rights held by Executive with respect to securities of the Company, shall stock opt to the extent not then fully vested, immediately terminate and revert to the Company, (ii) upon termination of Executive's employment pursuant to Section 4.4 or Section 4.6 (termination without Cause or voluntary termination with Good Reason), all Stock Options, other equity options, restricted equity grants and similar rights held by Executive with respect to securities of the Company shall, remain in full force and effect and shall not be affected by such termination, and shall continue to vest based upon the organizational performance goals set forth in Exhibit B, and (iii) upon termination of Executive's employment pursuant to Section 4.1 or Section 4.2 (Executive's death or Disability), all Stock Options, other equity options, restricted equity grants and similar rights held by Executive with respect to securities of the Company shall, to the extent not then fully vested, immediately become fully vested.

4.8 No Termination by Merger; Transfer of Assets or Dissolution. This Agreement shall not be terminated by any dissolution of the Company resulting from either merger or consolidation in which the Company is not the consolidated or surviving corporation or other entity or transfer of all or substantially all of the assets of the Company. In such event, the rights, benefits and obligations herein shall automatically be deemed to be assigned to the surviving or resulting corporation or other entity or to the transferee of the assets, as the case may be, with the consent of Executive.

4.9 Non-Disparagement. During the Term and at all times thereafter, Executive agrees not to make or solicit or encourage others to make or solicit directly or indirectly any disparaging, derogatory or negative statement or communication, oral or written, about the Company or its business practices, programs, products, services, operations, policies, activities, current or former officers, directors, managerial personnel, or other employees, or its customers to any other person or entity; *provided, however*, that such restriction shall not prohibit truthful testimony compelled by valid legal process or to the extent made in connection with filing or asserting any claims relating to employment. The Company agrees not to make any disparaging, derogatory or negative statement or communication, oral or written, about Executive; *provided, however*, that such restriction shall not prohibit truthful testimony compelled by valid legal process. Notwithstanding anything herein to the contrary, nothing in this Section 4.11 shall prevent any party to this Agreement from exercising its or his authority or enforcing its or his rights or remedies hereunder or that such party may otherwise be entitled to enforce or assert under another agreement or applicable law, or limit such rights or remedies in any way.

## 5. Restriction on Competition.

5.1 Covenant Not to Compete. During the Term of this Agreement and for a period of twelve (12) months from the termination of this Agreement, Executive shall not, without the prior written consent of the Company, either directly or indirectly, for himself or on behalf of or in conjunction with any other Person if such activities would necessarily involve the disclosure or use of any of the Company's trade secrets, confidential or other proprietary information (i) own, manage, operate, control, be employed by, participate in, render services to, or be associated in any manner with the ownership, management, operation or control of, any business similar to the type of business conducted by the Company or any of its Affiliates within any of the geographic territories in which the Company or any of its Affiliates conducts business, (ii) solicit business of the same or similar type being carried on by the Company or any of its Affiliates from any Person known by Executive to be a customer of the Company or any of its Affiliates, whether or not Executive had personal contact with such Person during and by reason of Executive's employment with the Company, or (iii) endeavor or attempt in any way to interfere with or induce a breach of any contractual relationship that the Company or any of its Affiliates may have with any employee, customer, contractor, supplier, representative or distributor.

5.2 No Breach for Activities Deemed Not Competitive. It is further agreed that, in the event that Executive shall cease to be employed by the Company and enter into a business or pursue other activities that, at such time, are not in competition with the Company or any of its Affiliates, Executive shall not be chargeable with a violation of this Section 5 if the Company subsequently enters the same (or a similar) competitive business or activity. In addition, if Executive has no actual knowledge that his actions violate the terms of this Section 5, Executive shall not be deemed to have breached the restrictive covenants contained herein if, promptly after being notified by the Company of such breach, Executive ceases the prohibited actions.

5.3 Severability. The covenants in this Section 5 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. If any provision of this Section 5 relating to the time period or geographic area of the restrictive covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period or geographic area, as applicable, that such court deems reasonable and enforceable, such time period or geographic area shall be deemed to be, and thereafter shall become, the maximum time period or largest geographic area that such court deems reasonable and enforceable and this Agreement shall automatically be considered to have been amended and revised to reflect such determination.

5.4 Fair and Reasonable. Executive has carefully read and considered the provisions of this Section 5 and, having done so, agrees that the restrictive covenants in this Section 5 impose a fair and reasonable restraint on Executive and are reasonably required to protect the interests of the Company, its Affiliates and their respective officers, directors, employees and stockholders. It is further agreed that the Company and Executive intend that such covenants be construed and enforced in accordance with the changing activities, business and locations of the Company throughout the term of these covenants.

## 6. Confidential Information.

6.1 Confidential Information. Executive hereby agrees to hold in strict confidence and not to disclose to any third party, other than employees and agents of the Company or persons retained by the Company to represent its interests, any of the valuable, confidential and proprietary business, financial, technical, economic, sales and/or other types of proprietary business information relating to the Company or any of its Affiliates (including all trade secrets) in whatever form, whether oral, written, or electronic (collectively, the "Confidential Information"), to which Executive has, or is given (or has had or been given), access during the course of his employment with the Company. It is agreed that the Confidential Information is confidential and proprietary to the Company because such Confidential Information encompasses technical know-how, trade secrets, or technical, financial, organizational, sales or other valuable aspects of the business and trade of the Company or its Affiliates, including without limitation, technologies, products, processes, plans, clients, personnel, operations and business activities. This restriction shall not apply to any Confidential Information that (a) becomes known generally to the public through no fault of the Executive, (b) is required by applicable law, legal process, or any order or mandate of a court or other governmental authority to be disclosed, or (c) is reasonably believed by Executive, based upon the advice of legal counsel, to be required to be disclosed in defense of a lawsuit or other legal or administrative action brought against Executive; *provided, however*, that in the case of clause (b) or (c), Executive shall give the Company reasonable advance written notice of the Confidential Information intended to be disclosed and the reasons and circumstances surrounding such disclosure, in order to permit the Company to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information.

6.2 Return of Company Property. In the event of termination of Executive's employment with the Company for whatever reason or no reason, (a) Executive agrees not to copy, make known, disclose or use, any of the Confidential Information without the Company's prior written consent, and (b) Executive or Executive's personal representative shall return to the Company (i) all Confidential Information, (ii) all other records, designs, patents, business plans, financial statements, manuals, memoranda, lists, correspondence, reports, records, charts, advertising materials and other data or property delivered to or compiled by Executive by or on behalf of the Company or its respective representatives, vendors or customers that pertain to the business of the Company or any of its Affiliates, whether in paper, electronic or other form, and (iii) all keys, credit cards, vehicles and other property of the Company. Executive shall not retain or cause to be retained any copies of the foregoing. Executive hereby agrees that all of the foregoing shall be and remain the property of the Company and the applicable Affiliates and be subject at all times to their discretion and control.



7. Corporate Opportunities.

7.1 Duty to Notify. During the Term of this Agreement, in the event that Executive shall become aware of any business opportunity related to the business of the Company, Executive shall promptly notify the Board of Directors of such opportunity. Executive shall not appropriate for himself or for any other Person other than the Company (or any Affiliate) any such opportunity unless, as to any particular opportunity, the Board of Directors fails to take appropriate action within thirty (30) days. Executive's duty to notify the Board of Directors and to refrain from appropriating all such opportunities for thirty (30) days shall neither be limited by, nor shall such duty limit, the application of the general laws relating to the fiduciary duties of an agent or employee.

7.2 Failure to Notify. In the event that Executive fails to notify the Board of Directors or so appropriates any such opportunity without the express written consent of the Board of Directors, Executive shall be deemed to have violated the provisions of this Section notwithstanding the following:

- (a) The capacity in which Executive shall have acquired such opportunity; or
- (b) The probable success in the hands of the Company of such opportunity.

8. No Prior Agreements. Executive hereby represents and warrants to the Company that the execution of this Agreement by Executive, his employment by the Company, and the performance of his duties hereunder will not violate or be a breach of any agreement with a former employer or any other Person. Further, Executive agrees to indemnify and hold harmless the Company and its officers, directors and representatives for any claim, including, but not limited to, reasonable attorneys' fees and expenses of investigation, of any such third party that such third party may now have or may hereafter come to have against the Company or such other persons, based upon or arising out of any non-competition agreement, invention, secrecy or other agreement between Executive and such third party that was in existence as of the effective date of this Agreement. To the extent that Executive had any oral or written employment agreement or understanding with the Company, this Agreement shall automatically supersede such agreement or understanding, and upon execution of this Agreement by Executive and the Company, such prior agreement or understanding automatically shall be deemed to have been terminated and shall be null and void.

9. Representation. Executive acknowledges that he (a) has reviewed this Agreement in its entirety, (b) has had an opportunity to obtain the advice of separate legal counsel prior to executing this Agreement, and (c) fully understands all provisions of this Agreement.

10. Assignment: Binding Effect. Executive understands that he has been selected for employment by the Company on the basis of his personal qualifications, experience and skills. Executive agrees, therefore, that he cannot assign or delegate all or any portion of his performance under this Agreement. This Agreement may not be assigned or transferred by the Company without the prior written consent of Executive. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, if Executive accepts employment with an Affiliate, unless Executive and his new employer agree otherwise in writing, this Agreement shall automatically be deemed to have been assigned to such new employer (which shall thereafter be an additional or substitute beneficiary of the covenants contained herein, as appropriate), with the consent of Executive, such assignment shall be considered a condition of employment by such new employer, and references to the "Company" in this Agreement shall be deemed to refer to such new employer.

11. Complete Agreement; Waiver: Amendment. Executive has no oral representations, understandings or agreements with the Company or any of its officers, directors or representatives covering the same subject matter as this Agreement. This Agreement is the final, complete and exclusive statement and expression of the agreement between the Company and Executive with respect to the subject matter hereof and thereof, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company and Executive, and no term of this Agreement may be waived except by writing signed by the party waiving the benefit of such term.



12. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be given or made by personally delivering the same to or sending the same by prepaid certified or registered mail, return receipt requested, or by reputable overnight courier, or by facsimile machine to the party to which it is directed at the address set out on the signature page to this Agreement, with copies to counsel as indicated, or at such other address as such party shall have specified by written notice to the other party as provided in this Section, and shall be deemed to be given if delivered personally at the time of delivery, or if sent by certified or registered mail as herein provided three (3) days after the same shall have been posted, or if sent by reputable overnight courier upon receipt, or if sent by facsimile machine as soon as the sender receives written or telephonic confirmation that the facsimile was received by the recipient and such facsimile is followed the same day by mailing by prepaid first class mail.

13. Severability: Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid and inoperative. This severability provision shall be in addition to, and not in place of, the provisions of Section 5.3 above. The Sections headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

14. Equitable Remedy. Because of the difficulty of measuring economic losses to the Company as a result of a breach of the restrictive covenants set forth in Sections 5 and 6 hereof, and because of the immediate and irreparable damage that would be caused to the Company for which monetary damages would not be a sufficient remedy, it is hereby agreed that in addition to all other remedies that may be available to the Company or Executive at law or in equity, the Company or Executive shall be entitled to specific performance and any injunctive or other equitable relief as a remedy for any breach or threatened breach of the aforementioned restrictive covenants.

15. Arbitration. Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration conducted in accordance with the rules of the American Arbitration Association then in effect. The arbitrators shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive damages to any injured party. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. Notwithstanding the foregoing, the Company shall be entitled to seek injunctive or other equitable relief, as contemplated by Section 14 hereof, from any court of competent jurisdiction, without the need to resort to arbitration. Should judicial proceedings be commenced to enforce or carry out this provision or any arbitration award, the prevailing party in such proceedings shall be entitled to reasonable attorneys' fees and costs in addition to other relief.

16. Governing Law. This Agreement shall in all respects be construed according to the laws of the State of California, without regard to its conflict of laws principles.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties to this Agreement, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

18. Signatures. The parties shall be entitled to rely upon and enforce a facsimile of any authorized signatures as if it were the original.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**COMPANY:**

CV SCIENCES, INC.

By: /s/ James McNulty

Name (print): James McNulty

Its: Director and Chairman of the Compensation Committee of the Board of Directors

Address for Notices:

2688 South Rainbow Boulevard, Suite B  
Las Vegas, NV 89146

**EXECUTIVE:**

MICHAEL J. MONA, JR.

(sign): /s/ Michael Mona, Jr.

Address for Notices:

Michael J. Mona, Jr.  
2688 South Rainbow Boulevard, Suite B  
Las Vegas, NV 89146

With a copy (not constituting notice) to:

Terry A. Coffing  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145

**Exhibit A**

**2016 Performance Goals**

**Consumer Products Division**

- Achieve 90% of revenue target
- Launch four new products in Consumer Products division
- Achieve distribution in 850 Natural Product stores

**Drug Development Division**

- Preclinical plan developed and completed
- Pre IND meeting completed
- IND ready for submission

**Corporate Goals**

- Begin “up list” process with NYSE-MKT or Nasdaq
- Complete new financing (\$5-\$10M range) - repay existing \$3M debt and provide working capital
- Address Item 9 Controls from 2015 10-K, including implementation of the 2013 version of the 1992 COSO Framework



**Exhibit B**

**Performance Criteria and Percentage Allocation for Option Vesting**

- 1,500,000 options the first time the Company completes development of a U.S. Food & Drug Administration (“FDA”) current good manufacturing practice grade batch of successfully synthetically formulated CBD for use in drug development activities;
- 1,500,000 options the first time the Company files an investigational new drug application with the FDA in connection with a development program utilizing CBD as the active pharmaceutical ingredient (a “CBD Drug Product”);
- 1,500,000 options the first time the Company commences a Phase I clinical trial as authorized by the FDA for a CBD Drug Product; and
- 1,500,000 options the first time the Company commences a Phase II clinical trial as authorized by the FDA for a CBD Drug Product.

Subject to acceleration of vesting as provided in Section 2.3(c) and Section 4.7(b).

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# EXHIBIT D

# EXHIBIT D

1 DISTRICT COURT  
2 CLARK COUNTY, NEVADA  
3  
4 FAR WEST INDUSTRIES, a )  
California corporation, )  
5 Plaintiff, ) CASE NO: A-12-670352-F  
6 vs. ) DEPT NO: XV  
7 RIO VISTA NEVADA, LLC, a )  
Nevada limited liability )  
8 company; WORLD DEVELOPMENT, )  
INC., a California )  
9 corporation; BRUCE MAIZE, )  
an individual, MICHAEL J. )  
10 MONA, JR., an individual; )  
DOES I through 100, )  
11 inclusive, )  
12 Defendants. )  
13  
14  
15 JUDGMENT DEBTOR EXAMINATION OF MICHAEL J. MONA, JR.  
16 LAS VEGAS, NEVADA  
17 TUESDAY, JUNE 30, 2015  
18  
19  
20  
21  
22  
23  
24 REPORTED BY: BRITTANY J. CASTREJON, CCR NO. 926  
25 JOB NO.: 252981

1 the \$700,000 debt?

2 A. No.

3 Q. Has he foreclosed on any assets to satisfy that  
4 \$700,000 debt?

5 A. He foreclosed on my Laguna Beach house.

6 Q. Did that satisfy this debt?

7 A. No.

8 Q. There's still 700,000 remaining?

9 A. Correct.

10 Q. Are you making any payments to Mr. Shustick?

11 A. No.

12 Q. Are you making any payments to Mr. Siefen?

13 A. No.

14 Q. Are you making any payments to Bank of America?

15 A. Yes.

16 Q. How do you make payments to Bank of America?

17 A. Roen Ventures.

18 Q. Roen Ventures pays your personal mortgage?

19 A. Correct.

20 Q. Why?

21 A. I have a contract with Mr. Mackay, a three-year  
22 employment contract which I negotiated. That includes  
23 payment of my house for three years.

24 Q. And when is that contract up?

25 A. I would be guessing. I believe I produced a copy

1 of it, so I don't want to guess. I'm sure you're going  
2 to show it to me.

3 Q. Do you know when you signed that contract? What  
4 year?

5 A. When we -- to the best of my knowledge, when we  
6 closed our deal, which was a year ago, November of last  
7 year, I believe. Again, I don't want to guess dates.  
8 Especially with all these documents in front of me. I  
9 don't want to guess a date and you show me a document  
10 that's not accurate.

11 Q. What is your role with Roen Ventures?

12 A. Consultant.

13 Q. You run the day-to-day operations of Roen?

14 A. There's very little to do.

15 Q. Is the answer yes?

16 A. Yes.

17 Q. I'd like you to turn to page 3 of Exhibit 8. And  
18 under the response to number nine, do you see the  
19 sentence that says the trust does not own or lease any  
20 automobiles, trucks, trailers, and/or other vehicles?

21 Do you see that?

22 A. Correct.

23 Q. Is that an accurate statement?

24 A. Correct.

25 Q. Now I'm going to broaden out the question.

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

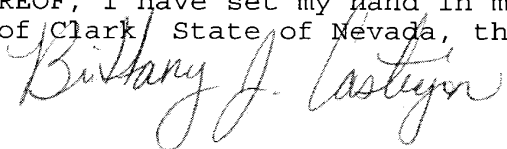
4 CERTIFICATE OF REPORTER

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

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

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

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

  
Brittany J. Castrejon, CCR NO. 926

---

# EXHIBIT E

# EXHIBIT E

## RESIDENTIAL LEASE/RENTAL AGREEMENT

### PARTIES:

LANDLORD: Bamburgh Holdings LLC, a Nevada limited liability company

TENANT(S): Michael Mona and Rhonda Mona

PROPERTY ADDRESS: 877 Island Blvd., #1101, San Diego, California 92101

1. **TERM:** The premises are leased for a period of thirty-six (36) months until September 30, 2017 (the "Initial Term"), and said term shall be automatically renewed for additional terms of thirty-six (36) months each unless written notice of termination is delivered by a party hereto to the other party no later than thirty (30) days prior to the expiration of the then effective term.

2. **PAYMENT:** As consideration and payment for the lease herein, commencing October 1, 2014 and for the term of the Lease, TENANT agrees to pay the following: (a) all real estate taxes, assessments and other amounts due and payable on the Leased Premises; (b) all condominium or homeowner association fees and assessments; (c) all utilities and/or similar services supplied to the premises; and (d) all property and other types of insurance payable on the Leased Premises as described hereafter.

3. **SECURITY DEPOSITS:** TENANT shall deposit with LANDLORD the sum of \$0 as a security deposit to secure TENANT'S faithful performance of the terms of this lease. After TENANT has vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to the laws of the State of California. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

4. **OCCUPANTS:** The premises shall not be occupied by any person other than those designated above as TENANT with the exception of their children, if any. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

5. **SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

6. **PARKING:** TENANT shall abide by ordinances of the San Diego County, California, if any, and the condominium association related to parking in the condominium facility parking garage and shall pay all costs associated therewith. TENANT may not assign, sublet, or allow any other person to use the parking at the premises. TENANT may not repair or paint in this space or at any other common area on the premises. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

7. **CONDITION OF PREMISES:** TENANT has inspected the premises and noted in writing any damage, maintenance or cleaning work that must be completed by LANDLORD. LANDLORD will forthwith take such actions as are reasonably necessary to correct the damage, maintenance or cleaning work noted

by TENANT. TENANT promises to keep the premises in a neat and sanitary condition and shall be solely responsible to pay for any sums necessary to repair any item, fixture or appurtenance that needs service for any reason.

8. ALTERATIONS: TENANT shall be entitled to make reasonable alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other but shall be solely responsible for the costs thereof. In this regard, TENANT shall ensure that no lien or other charge is levied against the premises as a result of any such alterations or improvements. TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

9. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents.

10. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter as provided in the laws of the State of Nevada. If the work performed requires that TENANT temporarily vacate the premises, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests)

11. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as provided by the laws of the State of Nevada.

12. INSURANCE: TENANT shall maintain a property insurance as well as personal property insurance policy to cover any losses sustained to the premises or TENANT'S personal property or vehicle. It is acknowledged that TENANT'S insurance policy shall indemnify LANDLORD for any losses sustained to the premises and shall name the LANDLORD as an additional insured beneficiary thereof. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses.

13. TERMINATION OF LEASE/RENTAL AGREEMENT: At the expiration of the term set forth above in paragraph 2, this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice.

17



14. **WAIVER:** LANDLORD'S failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

15. **VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.

16. **ATTORNEY FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

17. **NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to LANDLORD shall be served by mailing first class mail or by personal delivery to such address as LANDLORD may designate in writing to TENANT.

18. **PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, all personal property left on the premises shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

19. **ENTIRE AGREEMENT:** The foregoing Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

EXECUTED on the date set forth hereafter.

Bamburgh Holdings LLC

Nicolas Filardo, Manager

Date: 10/15/2014

TENANTS:

Michael Mona

Rhonda Mona

Date: 10/15/14

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# EXHIBIT F

# EXHIBIT F

## MANAGEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

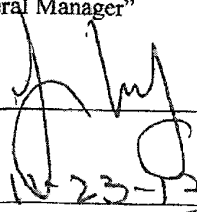
8. Confidentiality. Roen and General Manager each agree to keep confidential and not to disclose, directly or indirectly, any information, strategies, customer lists, contacts or financial data provided to the other party, or to which Roen or General Manager may become aware relative to the other party,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

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

"General Manager"

By

Date

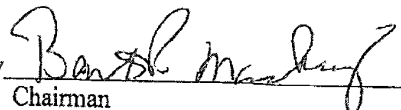
  
11-23-13

"Roen"

By

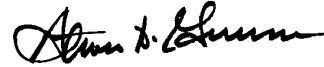
Its Chairman

Date

  
11/23/13

Initials:





CLERK OF THE COURT

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 **Marquis Aurbach Coffing**  
2 Terry A. Coffing, Esq.  
3 Nevada Bar No. 4949  
4 Tye S. Hanseen, Esq.  
5 Nevada Bar No. 10365  
6 10001 Park Run Drive  
7 Las Vegas, Nevada 89145  
8 Telephone: (702) 382-0711  
9 Facsimile: (702) 382-5816  
10 tcoffing@maclaw.com  
11 thanseen@maclaw.com  
12 Attorneys for Michael J. Mona, Jr.

DISTRICT COURT

CLARK COUNTY, NEVADA

13 FAR WEST INDUSTRIES, a California  
14 corporation,

15 Plaintiff,

16 vs.

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

22 Defendant.

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

**CLAIM OF EXEMPTION FROM  
EXECUTION**

23 I, Michael J. Mona, submit this Claim of Exemption from Execution pursuant to NRS  
24 21.112 and state as follows:

25 *(Check only one of the following boxes.)*

26 ☒ I am a Defendant or other named party in this case and have had my wages withheld  
27 or have received a Notice of Execution regarding the attachment or garnishment of my wages,  
28 money, benefits, or property.

29 ☐ I am not a Defendant or other named party in this case, but my wages, money,  
30 benefits, or property are the subject of an attachment or garnishment relating to a Defendant or  
31 other named party in this case. (NRS 21.112(10).)

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1 My wages, money, benefits, or property are exempt by law from execution as indicated  
2 below. Pursuant to NRS 21.112(4), if the Plaintiff/Judgment Creditor does not file an objection  
3 and notice of hearing in response to this Claim of Exemption within eight judicial days after my  
4 Claim of Exemption from Execution has been served, any person who has control or possession  
5 over my wages, money, benefits, or property (such as my employer or bank, for example) must  
6 release them to me within nine judicial days after this Claim of Exemption from Execution has  
7 been served.

8 *(Check all of the following boxes that apply to your wages, money, benefits, or property.)*

9 ☐ Money or payments received pursuant to the federal Social Security Act, including  
10 retirement, disability, survivors' benefits, and SSI. (NRS 21.090(1)(y) and 42 U.S.C. § 407(a).)

11 ☐ Money or payments for assistance received through the Nevada Department of Health  
12 and Human Services, Division of Welfare and Supportive Services, pursuant to NRS 422.291.  
13 (NRS 21.090(1)(kk) and 422A.325.)

14 ☐ Money or payments received as unemployment compensation benefits pursuant to  
15 NRS 612.710. (NRS 21.090(1)(hh).)

16 ☐ Money or compensation payable or paid under NRS 616A to 616D (worker's  
17 compensation/ industrial insurance), as provided in NRS 616C.205. (NRS 21.090(1)(gg).)

18 ☐ Money or payments received as veteran's benefits. (38 U.S.C. § 5301.)

19 ☐ Money or payments received as retirement benefits under the federal Civil Service  
20 Retirement System (CSRS) or Federal Employees Retirement System (FERS). (5 U.S.C. §  
21 8346.)

22 ☒ Seventy-five percent (75%) of my disposable earnings. "Disposable earnings" are the  
23 earnings remaining "after the deduction. . . of any amounts required by law to be withheld."  
24 (NRS 21.090(1)(g)(1).) The "amounts required by law to be withheld" are federal income tax,  
25 Medicare, and Social Security taxes.

26 ☐ Check here if your disposable weekly earnings do not exceed \$362.50 or 50 times  
27 the federal minimum wage (50 x \$7.25 = \$362.50), in which case ALL of your disposable  
28 earnings are exempt. (NRS 21.090(1)(g).)



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1 ☐ Check here if your disposable weekly earnings are between \$362.50 and \$483.33, in  
2 which case your exempt income is always \$362.50. Your non-exempt income is your weekly  
3 disposable earnings minus \$362.50, which equals (insert amount here): \$\_\_\_\_\_ per  
4 week. (NRS 31.295.)

5 ☒ Money or benefits received pursuant to a court order for the support, education, and  
6 maintenance of a child, or for the support of a former spouse, including arrearages. (NRS  
7 21.090(1)(s)-(t).)

8 ☐ Money received as a result of the federal Earned Income Tax Credit or similar credit  
9 provided under Nevada law. (NRS 21.090(1)(aa).)

10 ☐ \$1,000 or less of my money or personal property, identified as *(describe the specific*  
11 *money or property you wish to make exempt)* \_\_\_\_\_, which  
12 is not otherwise exempt under NRS 21.090. (NRS 21.090(1)(z).)

13 ☐ Money, up to \$500,000, held in a retirement plan in accordance with Internal Revenue  
14 Code, including, but not limited to, an IRA, 401k, 403b, or other qualified stock bonus, pension,  
15 or profit-sharing plan. (NRS 21.090(1)(r).)

16 ☐ All money, benefits, privileges, or immunities derived from a life insurance policy.  
17 (NRS 21.090(1)(k).)

18 ☐ Money, benefits, or refunds payable or paid from Nevada's Public Employees'  
19 Retirement System pursuant to NRS 286.670. (NRS 21.090(1)(ii).)

20 ☐ A homestead recorded pursuant to NRS 115.010 on a dwelling (house, condominium,  
21 townhome, and land) or a mobile home where my equity does not exceed \$550,000. (NRS  
22 21.090(1)(l).)

23 ☐ My dwelling, occupied by me and my family, where the amount of my equity does  
24 not exceed \$550,000, and I do not own the land upon which the dwelling is situated. (NRS  
25 21.090(1)(m).)

26 ☐ Check here if the judgment being collected arises from a medical bill. If it does, your  
27 primary dwelling and the land upon which it is situated (if owned by you), including a mobile or  
28 manufactured home, are exempt from execution regardless of your equity. (NRS 21.095.)

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1 ☐ My vehicle, where the amount of equity does not exceed \$15,000, or I will pay the  
2 judgment creditor any amount over \$15,000 in equity. (NRS 21.090(1)(f).)

3 ☐ Check here if your vehicle is specially equipped or modified to provide mobility for  
4 you or your dependent and either you or your dependent has a permanent disability. Your vehicle  
5 is exempt regardless of the equity. (NRS 21.090(1)(p).)

6 ☐ A prosthesis or any equipment prescribed by a physician or dentist for me or my  
7 dependent. (NRS 21.090(1)(q).)

8 My private library, works of art, musical instruments, jewelry, or keepsakes belonging to me or  
9 my dependent, chosen by me and not to exceed \$5,000 in value. (NRS 21.090(1)(a).)

10 ☐ My necessary household goods, furnishings, electronics, clothes, personal effects, or  
11 yard equipment, belonging to me or my dependent, chosen by me and not to exceed \$12,000 in  
12 value. (NRS 21.090(1)(b).)

13 ☐ Money or payments received from a private disability insurance plan. (NRS  
14 21.090(1)(ee).)

15 ☐ Money in a trust fund for funeral or burial services pursuant to NRS 689.700. (NRS  
16 21.090(1)(ff).)

17 ☐ My professional library, equipment, supplies, and the tools, inventory, instruments,  
18 and materials used to carry on my trade or business for the support of me and my family not to  
19 exceed \$10,000 in value. (NRS 21.090(1)(d).)

20 ☐ Money that I reasonably deposited with my landlord to rent or lease a dwelling that is  
21 used as my primary residence, unless the landlord is enforcing the terms of the rental agreement  
22 or lease. (NRS 21.090(1)(n).)

23 ☐ Money or payments, up to \$16,150, received as compensation for personal injury, not  
24 including compensation for pain and suffering or actual pecuniary loss, by me or by a person  
25 upon whom I am dependent. (NRS 21.090(1)(u).)

26 ☐ Money or payments received as compensation for loss of my future earnings or for the  
27 wrongful death or loss of future earnings of a person upon whom I was dependent, to the extent  
28 reasonably necessary for the support of me and my dependents. (NRS 21.090(1)(v)-(w).)

☐ Money or payments received as restitution for a criminal act. (NRS 21.090(1)(x).)

☐ Money paid or rights existing for vocational rehabilitation pursuant to NRS 615.270.  
(NRS 21.090(1)(jj).)

☐ Child welfare assistance provided pursuant to NRS 432.036. (NRS 21.090(1)(ll).)

☒ Other: Wages garnished in excess of Federal and Nevada statutory maximums;  
violation of related garnishment restrictions; priority of subject withholdings; expiration of  
garnishment period; the writ was improperly or improvidently sought and/or issued; the property  
levied is exempt from execution or necessary and required for the support and maintenance of a  
former spouse, the defendant, and famil members; the levy is excessive; money/benefits paid  
pursuant to the order of a court of competent jurisdiction for the support and maintenance of a  
former spouse; improper service; ineffective/incomplete service; NRS 21.075, 21.076, 21.090(g),  
31.045, 31.200, 31.249, 31.260(3), NRS 31.270(2); 31.295, and 31.296 and related legislative  
history; 15 U.S.C. § 1671 et. seq., 15 U.S.C. § 1672, 15 U.S.C. § 1673, and 28 U.S.C. § 3205(8).  
In addition, I incorporate by reference as if fully set forth herein, the basis, rationale, and related  
arguments, statutes, and law from the attached points and authorities in support of this claim of  
exemption.

#### **AUTOMATIC BANK ACCOUNT EXEMPTIONS**

*(Some direct-deposit funds are automatically protected and should not be taken from your bank account. If automatically protected money was taken from your bank account, check the appropriate box below and attach proof of direct-deposit benefits.)*

☐ All exempt federal benefits that were electronically deposited into my account during the prior two months are protected, and I am, therefore, entitled to full and customary access to that protected amount. (31 C.F.R. part 212.6(a).) Money in my personal bank account that exceeds that amount may be subject to the exemptions stated above.

☐ Exempt state or federal benefits were electronically deposited into my personal bank account during the 45-day period preceding Plaintiff's service of the writ of execution or garnishment relating to my personal bank account, and under Nevada law, I am entitled to full and customary access to \$2,000 or the entire amount in the account, whichever is less, regardless

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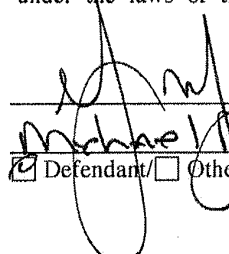
1 of any other deposits of money into the account. Money in my personal bank account that  
2 exceeds that amount may be subject to the exemptions stated above. (A.B. 223, 2011 Leg., 76th  
3 Sess. (Nev. 2011).)

4 ☐ A writ of execution or garnishment was levied on my personal bank account, and  
5 under Nevada law, I am entitled to full and customary access to \$400 or the entire amount in my  
6 account, whichever is less, unless the writ is for the recovery of money owed for the support of  
7 any person. Money in my personal bank account that exceeds \$400 may be subject to the  
8 exemptions stated above. (A.B. 223, 2011 Leg., 76th Sess. (Nev. 2011).)

9 Pursuant to NRS 21.112(4), if you are a Garnishee or other person who has control or  
10 possession over my exempt ☒ wages, ☒ bank accounts, ☒ benefits, ☒ other accounts/funds,  
11 or ☒ personal or real property, as stated above, you must release that money or property to me  
12 within nine judicial days after my Claim of Exemption from Execution was served on you,  
13 unless the Plaintiff/Judgment Creditor files an objection and notice of hearing within eight  
14 judicial days after service of my Claim of Exemption from Execution, which the  
15 Plaintiff/Judgment Creditor will serve on you by mail or in person.

16 DATED this 16<sup>th</sup> day of March, 20    .

17 I declare under penalty of perjury under the laws of the State of Nevada that the  
18 foregoing is true and correct.

19  (signature)  
20 Michael J. Hovak (print name)  
21 ☒ Defendant/ ☐ Other, in Proper Person

**CERTIFICATE OF SERVICE/MAILING**

I HEREBY CERTIFY that on the 27th day of March, 2017, I placed a true and correct copy of the foregoing Claim of Exemption in the U.S. Mail, with first-class postage prepaid, addressed to the following *(insert the name and address of the following parties/entities)*:

☐ Sheriff or ☒ Constable: Office of the Ex-Officio Constable  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155

Garnishee: ☒ Employer CV Sciences  
2688 South Rainbow Blvd., Suite B  
Las Vegas, Nevada 89146

☐ Bank

☐ Other

I certify that the Claim of Exemption was submitted electronically for filing and service with the Eighth Judicial District Court on the 27th day of March, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:

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

Andrea M. Gandara  
Norma  
Tilla Nealon  
Tom Edwards

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

**Santoro Whitmire****Contact**

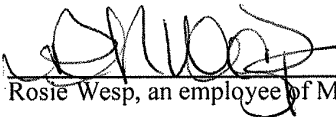
Asmeen Olila-Stoilov  
James E. Whitmire, Esq.  
Joan White

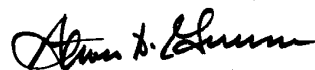
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[jwhite@santoronevada.com](mailto:jwhite@santoronevada.com)

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

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

  
\_\_\_\_\_  
Rosie Wesp, an employee of Marquis Aurbach Coffing



CLERK OF THE COURT

**Marquis Aurbach Coffing**  
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thanseen@maclaw.com  
Attorneys for Michael J. Mona, Jr.

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FAR WEST INDUSTRIES, a California  
corporation,

Plaintiff,

vs.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

**APPENDIX OF EXHIBITS ATTACHED TO MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF CLAIM OF EXEMPTION AND MOTION TO  
DISCHARGE GARNISHMENT**

Exhibit No.	Description	Bates Number
A	Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)	2-49
B	Decree of Divorce dated July 23, 2015	51-56
C	Rhonda's Opposition to Motion to Intervene dated September 28, 2015	58-69
D	Mona's September 29, 2015 Joinder to Rhonda's Opposition	71-73
E	November 25, 2015 Order Denying Intervention and awarding fees and costs	75-76
F	Writ of Garnishment expiring April 29, 2016	78
G	Writ of Garnishment served July 1, 2016	80-86
H	July 5, 2016 correspondence from Constable with Notice and Writ of Execution	88-96

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

Exhibit No.	Description	Bates Number
I	Writ of Execution and Writ of Garnishment served October 31, 2016	98-107
J	Claim of Exemption forms from Clark County and the Self-Help Center	109-115
K	NRS 21.075	117-118
L	NRS 20.076	120
M	NRS 21.090	122-123
N	NRS 21.112	125
O	NRS 31.200	127
P	NRS 31.249	129
Q	NRS 31.260	131
R	NRS 31.270	133
S	NRS 31.295	135
T	NRS 31.296	137
U	EDCR 2.20	139
V	Check to Mike Mona, Writ of Execution, and Writ of Garnishment	140-156

Dated this 27th day of March, 2017.

MARQUIS AURBACH COFFING

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

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **APPENDIX OF EXHIBITS ATTACHED TO MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CLAIM OF EXEMPTION AND MOTION TO DISCHARGE GARNISHMENT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 27th day of March, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

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

Andrea M. Gandara  
Norma  
Tilla Nealon  
Tom Edwards

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[jwhite@santoronevada.com](mailto:jwhite@santoronevada.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

Office of the Ex-Officio Constable  
302 E. Carson Avenue, 5th Floor  
Las Vegas, NV 89155

CV Sciences  
2688 South Rainbow Blvd., Suite B  
Las Vegas, Nevada 89146

/s/ Rosie Wesp  
an employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



## Exhibit A

N E L I S

DETAIL LISTING  
FROM FIRST TO LAST STEP

TODAY'S DATE: Mar. 21, 19 5  
TIME : 1:17 pm  
LEG. DAY: 89 Regular  
PAGE : 1 OF 1

1989

AB 247 By Judiciary GARNISHMENT

Provides for continuing garnishment under certain circumstances. (BDR 3-388)

Fiscal Note: Effect on Local Government: No. Effect on the State or on Industrial Insurance: No.

- 02/22 27 Read first time. Referred to Committee on Judiciary. To printer.
- 02/23 28 From printer. To committee.
- 02/23 28 Dates discussed in committee: 2/28, 3/28, 4/11 (A&DP) 6/7
- 04/11 59 From committee: Amend, and do pass as amended.
- 04/11 59 (Amendment number 181.)
- ✓ 04/12 60 Read second time. Amended. To printer.
- 04/13 61 From printer. To engrossment.
- 04/13 61 Engrossed. First reprint. ✓
- ✓ 04/14 62 Read third time. Passed, as amended. Title approved, as amended. (27 Yeas, 14 Nays, 1 Absent, 0 Excused, 0 Not Voting.) To Senate.
- 04/17 63 In Senate.
- 04/17 63 Read first time. Referred to Committee on Judiciary. To committee.
- 04/17 63 Dates discussed in Committee: 4/27, ~~5/26~~, 5/24, 5/31, 6/2 (A&DP)
- 06/02 97 From committee: Amend, and do pass as amended.
- 06/02 97 (Amendment number 1094.)
- ✓ 06/03 98 Read second time. Amended. To printer.
- 06/05 99 From printer. To re-engrossment.
- 06/05 99 Re-engrossed. Second reprint. ✓
- 06/05 99 Placed on General File.
- ✓ 06/05 99 Read third time. Passed, as amended. Title approved. (20 Yeas, 1 Nays, 0 Absent, 0 Excused, 0 Not Voting.) To Assembly.
- 06/06 100 In Assembly.
- 06/07 101 Senate amendment concurred in. To enrollment.
- 06/09 103 Enrolled and delivered to Governor.
- 06/15 108 Approved by the Governor.
- 06/16 109 Chapter 338.  
Effective October 1, 1989.  
6/2-After passage discussion, Senate Judiciary.  
6/7-After passage discussion, Assembly Judiciary Committee.
- (\* = instrument from prior session)

Minutes of the Nevada State Legislature  
Assembly Committee on Judiciary  
Date: February 28, 1989  
Page: 3

1. Later investigation and testimony could come from any number of sources. It would then become confusing to determine who contributed the information on which the citation was issued, and whom to subpoena in either a criminal or case later arising. As the law presently operated, the citation had to be issued by personal knowledge of the officer; and
2. NRS 44.801 presently had no limiting language as to when the citation might be issued.

Also opposing the bill, as written, was Malina Jones, representing the Nevada Division of the California State Automobile Association. She agreed with comments made by Mr. Kilburn, as well as the objection made by Mr. Carpenter and Mr. Gaston. Ms. Jones opined that from the motorists' standpoint, the proposed bill could encourage delays in auto accident investigations; and these delays would work to the detriment of the motorist.

No further testimony was offered on A.B. 242 and the hearing was opened on A.B. 247.

ASSEMBLY BILL NO. 247 - Allows for continuing garnishment until amount demanded in writ is satisfied.

As prime sponsor of A.B. 247, Assemblyman Matthew Callister was asked to clarify for the committee the intent of the bill and difference between "attachment" and "garnishment." Mr. Callister stated the present system was cumbersome for all parties, particularly for wage garnishments that would have to be repeated; and streamlining the process would ameliorate the cost, for both judgment debtor and judgment creditor.

Julien Sourwine and James O'Reilly, representing the State Bar of Nevada, agreed with Mr. Callister's testimony. Mr. O'Reilly said, "It [present statute] makes the effective use of a Nevada judgment very limited in terms of collecting money from those who truly owe money and have been adjudicated responsible to the plaintiff. The idea is very simple. Those who have had their day in court should pay what has been determined by our courts, and the bureaucratic process should not be an impediment to collecting the money."

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