

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
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Elizabeth A. Brown
Clerk of Supreme Court

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

APPELLANT'S APPENDIX
(Volume 22, Bates Nos. 5011-5250)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit V

HOLLEY, DRIGGS, WALCH,
FINE, WRAY, PUZEY & THOMPSON
400 S 4TH ST FL 3
LAS VEGAS, NV 89101-6201
702-791-0308

VALLEY BANK OF NEVADA
www.valleybanknv.com

4205

94-224/1224

2/27/2017

PAY TO THE ORDER OF Michael Mona

\$ 5.00

Five & No/100 Dollars
Michael Mona

DOLLARS

MEMO

⑈004205⑈ ⑆12260224300170010656⑈

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

Michael Mona

BA

2/27/2017

\$ 5.00

4205

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

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. 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 vs.

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.

27 WRIT OF EXECUTION

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

29 THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE, GREETINGS:

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

10594/01/1542836

Make Check Payable To:
Constable
65 Civic Way
Laughlin NV 89029-1503
702-298-2311
Put Case # & Name on Check

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

Judgment	\$17,777,562.18	NET BALANCE	\$26,732,578.25
Attorney's Fees	\$327,548.84	Fee this Writ	25.00
Costs	\$25,562.56	Garnishment Fee	5.00
JUDGMENT TOTAL	\$18,130,673.58	Levy Fee	32.00
Accrued Costs		Advertising	8
Accrued Interest	\$8,717,625.19	Storage	8
Less Satisfaction	\$115,720.52	Interest from	8
		Date of Issuance	8
NET BALANCE	\$26,732,578.25	SUB-TOTAL	26732659.25
		Commission	133715.78
		TOTAL LEVY	21866371.03

3 NOW THEREFORE, you are commanded to satisfy the judgment for the total amount
4 due out of the following described personal property and if sufficient personal property cannot be
5 found, then, out of the following described real property: "Earnings," which means
6 compensation paid or payable for personal services performed in the regular course of business,
7 including, without limitation, compensation designated as income, wages, tips, a salary, a
8 commission or a bonus, of Judgment Debtor Michael J. Mona, Jr., paid by CV Sciences, Inc,
9 formerly known as CannavEST Corp.

10 (See below for exemptions which may apply)

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

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

☒ Earnings

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

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

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

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on

20 by the for support of for the period from 20 through 20 in installments or \$

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

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

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

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

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

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

1 days with the results of your levy endorsed thereon.

2
3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

MIRIAM MEDINA



4 [Signature]
5 (SIGNATURE)

By:

Deputy Clerk

Date

6 F. THOMAS EDWARDS, ESQ.
7 Nevada Bar No. 9549
8 ANDREA M. GANDARA, ESQ.
9 Nevada Bar No. 12380
10 HOLLEY DRIGGS WALCH
11 FINE WRAY PUZEY & THOMPSON
12 400 South Fourth Street, Third Floor
13 Las Vegas, Nevada 89101
14 Telephone: 702/791-0308
15 Facsimile: 702/791-1912
16 Attorneys for Plaintiff Far West Industries

RETURN

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

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

21 SHERIFF/CONSTABLE

22 By:

23 Deputy

24 Date

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;

10894-01/1764894

- (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.

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

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 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. LXV

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. Monna, Jr., ("Defendant"
36 or "Judgment Debtor"), and that you must retain possession and control of all personal property,
37 money, credit, debts, effects and choses in action of said Defendant in order that the same may
38 be dealt with according to law. Where such property consists of wages, salaries, commissions or

10594-01/1842843

This writ must be answered,
signed and returned to:
Consulor, Laughlin Township
85 Civic Way
Laughlin NV 89029-1603

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 Michael J. Mona, Jr.,
7 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 February 15, 2017 is \$26,732,578.25 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.


1 **YOU ARE FURTHER REQUIRED** to serve a copy of your answers to the Writ of
2 Garnishment on counsel for Far West Industries whose address appears below.

3 Dated this 3rd day of March, 2017.

4 Issued at direction of: **SHERIFF/CONSTABLE**

5 **JORDAN ROSS, CONSTABLE**
6 By: **LAUGHLIN CONSTABLE'S OFFICE**
 Title **PERSONNEL # 1614** Date

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

9 
10 **F. THOMAS EDWARDS, ESQ. (NBN 9549)**
 E-mail: tedwards@nevadafirm.com
11 **ANDREA M. GANDARA, ESQ. (NBN 12580)**
 E-mail: agandara@nevadafirm.com
12 **400 South Fourth Street, Third Floor**
13 **Las Vegas, Nevada 89101**
 Telephone: 702/791-0308
 Facsimile: 702/791-1912

14 **Attorneys for Plaintiff Far West Industries**

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17-1052

1 STATE OF NEVADA }
2 COUNTY OF } 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 _____, 2016 by showing the original WRIT OF GARNISHMENT,
6 informing of the contents and delivering and leaving a copy, along with the statutory fee of
7 \$5.00, with _____ at _____, County of _____, State
8 of 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 Defendant 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: _____
17

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

25 Calculate the garnishable amount as follows:
26 (Check one of the following) The employee is paid:
27 [A] Weekly: ____ [B] Biweekly: ____ [C] Semimonthly: ____ [D] Monthly: ____
28 (1) Gross Earnings:\$ _____

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

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

13 ANSWER: _____
 14 _____

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

19 ANSWER: _____
 20 _____

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

25 ANSWER: _____
 26 _____

27 _____
 28 _____

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

ANSWER:

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

ANSWER:

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

Garnishee

1 STATE OF NEVADA)
2 COUNTY OF) ss:
3 I, _____, do solemnly swear (or affirm) that the answers to the
4 foregoing interrogatories subscribed by me are true.
5
6 _____
7 Garnishee
8 SUBSCRIBED AND SWORN to before me this
9 _____ day of _____, 20____
10
11 NOTARY PUBLIC
12
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10594-01/1842842

Exhibit W

HOLLEY, DRIGGS, WALCH,
FINE, WRAY, PUZEY & THOMPSON
400 S 4TH ST FL 3
LAS VEGAS, NV 89101-0201
702-791-0306

VALLEY BANK OF NEVADA
www.valleybanknv.com

4251

04-224/1224

3/9/2017

PAY TO THE ORDER OF CV Sciences
Five & No/100 Dollars
CV Sciences

\$ 5.00

DOLLARS

[Signature]

MEMO

⑈004251⑈ ⑈12240224⑈047001055⑈

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

CV Sciences

DLG

3/9/2017

\$ 5.00

4251

Invoice #	Account No.	Account Description	Matter ID	Amount
	1700-000-00	Client Costs - reimbursed client	10524-01	5.00

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 Far West Industries

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff.

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

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

25 Defendants.

26 WRIT OF EXECUTION

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

29 THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE, GREETINGS:

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

10594-01/1842836

Make Check Payable To:
Constable
66 Civic Way
Laughlin NV 89023-1503
702-298-2311
Put Case # & Name on Check

CLERK OF THE COURT

FEB 12 2017

RECEIVED

28

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

Judgment	\$17,777,362.18	NET BALANCE	\$26,732,378.25
Attorney's Fees	\$927,548.84	Fee this Writ	25.00
Costs	\$25,562.56	Garnishment Fee	5.00
JUDGMENT TOTAL	\$18,130,673.58	Levy Fee	23.00
Accrued Costs		Mileage	14.00
Accrued Interest	\$8,717,623.19	Storage	0
Less Satisfaction	\$115,720.52	Interest from	0
		Date of Issuance	0
NET BALANCE	\$26,732,378.25	SUB-TOTAL	26,732,685.25
		Commission	133715.78
		TOTAL LEVY	26,866,401.03

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

22 (See below for exemptions which may apply)

5033

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;

10594-01/1764834

- (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.
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 - (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.

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

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 OR 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 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: 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 Attorneys for Plaintiff Far West Industries

15 DISTRICT COURT

16 CLARK COUNTY, NEVADA

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

27 WRIT OF 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., ("Defendant"
36 or "Judgment Debtor"), and that you must retain possession and control of all personal property,
37 money, credit, debts, effects and choses in action of said Defendant in order that the same may
38 be dealt with according to law. Where such property consists of wages, salaries, commissions or

(0594-01/1842842

This WRIT must be answered,
signed and returned to:
Constable, Laughlin Township
85 Civic Way
Laughlin, NV 89029-1888

1 bonuses, the amount you shall retain be in accordance with 15 U.S.C. § 1673 and NRS §1.295.
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 Michael J. Mohr, Jr.,
7 paid by CV Sciences, Inc. formerly known as CanvaVEST 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 February 15, 2017 is \$26,732,578.25 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 ...
20 ...
21 ...
22 ...
23 ...
24 ...
25 ...
26 ...
27 ...
28 ...

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1 YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of
2 Garnishment on counsel for Far West Industries whose address appears below.

3 Dated this 12th day of March, 2017.

4 Issued at direction of: SHERIFF/CONSTABLE

5 JORDAN ROSS, CONSTABLE
6 By: LAUGHLIN CONSTABLE'S OFFICE
Title: PERSONNEL #1612 Date:

7 HOLLEY DRIGGS WALCH
8 FINE WRAY PUZEY & THOMPSON

9 
10 F. THOMAS EDWARDS, ESQ. (NBN 9549)
E-mail: tedwards@nevadafirm.com
11 ANDREA M. GANDARA, ESQ. (NBN 12580)
E-mail: agandara@nevadafirm.com
12 400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
13 Telephone: 702/791-0308
Facsimile: 702/791-1912

14 Attorneys for Plaintiff Far West Industries

17-1135

1 STATE OF NEVADA

2 COUNTY OF

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 _____, 2016 by showing the original WRIT OF GARNISHMENT,
6 informing of the contents and delivering and leaving a copy, along with the statutory fee of
7 \$5.00, with _____ at _____, County of _____, State
8 of Nevada.

9 By: _____

10 Title: _____

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

13 1. Are you in any manner indebted to Defendant 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: _____

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

25 Calculate the garnishable amount as follows:

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

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

28 (1) Gross Earnings: _____ \$ _____

1 (2) Deductions required by law (not including child support)....\$ _____
 2 (3) Disposable Earning [Subtract line 2 from line 1]\$ _____
 3 (4) Federal Minimum Wage.....\$ _____
 4 (5) Multiply line 4 by 50.....\$ _____
 5 (6) Complete the following direction in accordance with the letter selected above:
 6 [A] Multiply line 5 by 1.....\$ _____
 7 [B] Multiply line 5 by 2.....\$ _____
 8 [C] Multiply line 5 by 52 and then divide by 24.....\$ _____
 9 [D] Multiply line 5 by 52 and then divide by 12.....\$ _____
 10 (7) Subtract line 6 from line 3.....\$ _____
 11 This is the attachable earning. This amount must not exceed 25% of the disposable
 12 earnings from line 3.

13 ANSWER: _____
 14 _____

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

19 ANSWER: _____
 20 _____

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

25 ANSWER: _____
 26 _____
 27 _____
 28 _____

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

ANSWER;

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

ANSWER:

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

Garnishee

1 STATE OF NEVADA }
2 COUNTY OF }

ss:

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

5

6

Garnishee

7

8 SUBSCRIBED AND SWORN to before me this

9

_____ day of _____, 20____.

10

11

NOTARY PUBLIC

12

13

14

15

16

17

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25

26

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28

10594-01/1842842

- 7 -

Exhibit X



Laughlin Township Constable's Office
Jordan Ross, Constable

55 Civic Way
Laughlin NV 89029-1563
Administrative Office: 702-298-2311
Website: <http://www.laughlinconstable.org>

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
COUNTY OF CLARK)

FOR GENERAL USE - DO NOT USE FOR EVICTIONS

Case Information			
Plaintiff(s)	FAR WEST INDUSTRIES		
Defendant(s)	RIO VISTA NEVADA LLC; WORLD DEVELOPMENT INC; BRUCE MAIZE; MICHAEL MONA JR		
Case #	A-12-670352-F	Department #	XV

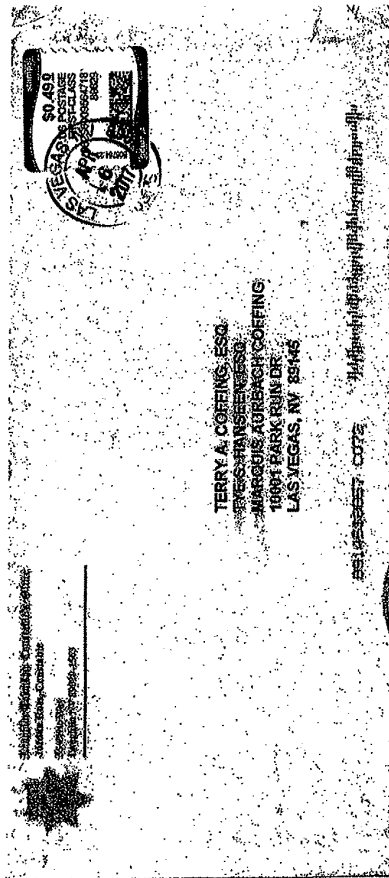
Declaration of Service			
The below named affiant, being a duly sworn law enforcement officer in the State of Nevada, deputized by the Laughlin Constable's Office, states: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, is not a party to or interested in the proceeding in which this affidavit is made. That affiant received a copy of the following document(s):			
Document(s)	WRIT OF EXECUTION; WRIT OF GARNISHMENT; NOTICE OF EXECUTION; \$5.00 GARNISHEE CHECK		
receiving said document(s) on the date and time below:			
Date Received	3/15/17	Time	9:00 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>
and served true and correct copy or copies of said document(s) at the date and time below:			
Date of Service	3/15/17	Time	10:55 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>
and that said document(s) were served in the following manner:			

- ☐ By serving the defendant [NAME] at [ADDRESS], their usual place of work.
☐ By serving the defendant [NAME] at [ADDRESS], their usual place of abode.
☐ By personally delivering and leaving a copy with [NAME], a person of suitable age and discretion living with the defendant [NAME] at the defendant's usual place of abode located at [ADDRESS].
☒ Through and by personally delivering and leaving a copy with Jaime Wimberly
agent for employer for defendant, Michael Mona Jr at the defendant's usual place of business located at 2688 S Rainbow Blvd Ste A, Las Vegas, NV 89146.
☐ Affiant was unable to serve defendant.

Comments: Suite B doors locked. Had sign on door to go to suite A for deliveries etc Suite A signed for it.

Declaration of Affiant			
I declare, on this date of service, under penalty of perjury under NRS 53.045 of the law of the State of Nevada that the foregoing is true and correct.			
Officer Name	Anthony Jeeves		
Officer Signature			
Rank	Civil Enforcement Officer	PIN	1642

Exhibit Y



 ORIGINAL

RECEIVED

APR 07 2017

MAC LAW

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. 12580
7 E-mail: agandara@nevadafirm.com
8 HOLLEY DRIGGS WALCH
9 FINE WRAY PUZEY & THOMPSON
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101
12 Telephone: 702/791-0308
13 Facsimile: 702/791-1912

14 Attorneys for Plaintiff Far West Industries

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

27 WRIT OF EXECUTION

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

THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE, GREETINGS:

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

10594-01/1842836

CLERK OF THE COURT

FEB 22 2017

RECEIVED

RECEIVED

WALTON Commissions and costs of executing this Writ.

JUDGMENT BALANCE	AMOUNTS TO BE COLLECTED BY LEVY
Judgment \$17,777,562.18	NET BALANCE \$26,732,578.25
Attorney's Fees \$327,548.84	Fee this Writ 25.00
Costs \$25,562.56	Garnishment Fee 5.00
JUDGMENT TOTAL \$18,130,673.58	Levy Fee 33.00
Accrued Costs	Mileage 14.00
Accrued Interest \$8,717,625.19	Storage 0
Less Satisfaction \$115,720.52	Interest from 0
	Date of Issuance 0
NET BALANCE \$26,732,578.25	SUB-TOTAL 26,732,655.25
	Commission 132,715.78
	TOTAL LEVY 26,865,371.03 Total

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

(See below for exemptions which may apply)


10594-01/1842836

- 2 -

1 days with the results of your levy endorsed thereon.

3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

4 
5 (SIGNATURE)

By: 
Deputy Clerk

MIRIAM MEJIA FEB 28 2017

Date

6 F. THOMAS EDWARDS, ESQ.

7 Nevada Bar No. 9549

8 ANDREA M. GANDARA, ESQ.

Nevada Bar No. 12580

HOLLEY DRIGGS WALCH

9 FINE WRAY PUZEY & THOMPSON

400 South Fourth Street, Third Floor

10 Las Vegas, Nevada 89101

Telephone: 702/791-0308

11 Facsimile: 702/791-1912

Attorneys for Plaintiff Far West Industries

RETURN

Not satisfied \$

Satisfied in sum of \$

Costs retained \$

Commission retained \$

Costs incurred \$

Commission incurred \$

Costs Received \$

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


16 SHERIFF/CONSTABLE

17 By:

18 REMITTED TO
19 JUDGMENT CREDITOR \$

20 Deputy

Date

 ORIGINAL

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;

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- (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.

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

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).



ORIGINAL

1 WRTG
2 F. THOMAS EDWARDS, ESQ.
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9 FINE WRAY PUZEY & THOMPSON
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101
12 Telephone: 702/791-0308
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

27 **WRIT OF 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., ("Defendant"
36 or "Judgment Debtor"), and that you must retain possession and control of all personal property,
37 money, credit, debts, effects and choses in action of said Defendant in order that the same may
38 be dealt with according to law. Where such property consists of wages, salaries, commissions or

10594-01/1842842

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 Michael J. Mona, Jr.,
7 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 February 15, 2017 is \$26,732,578.25 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.

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10594-01/1842842

- 2 -

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on counsel for Far West Industries whose address appears below.

Dated this _____ day of _____, 2017.

Issued at direction of: **SHERIFF/CONSTABLE**

By: JORDAN ROSS, CONSTABLE
 Title: LAUGHLIN CONSTABLE'S OFFICE
PERSONNEL # 1614 Date: _____

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON

F. THOMAS EDWARDS, ESQ. (NBN 9549)
E-mail: tedwards@nevadafirm.com
ANDREA M. GANDARA, ESQ. (NBN 12580)
E-mail: agandara@nevadafirm.com
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912

Attorneys for Plaintiff Far West Industries

1 STATE OF NEVADA }

ss:

2 COUNTY OF }

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 _____, State
8 of 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 Defendant 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:** _____

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.....\$ _____

10594-01/1842842

- 4 -

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

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

13 ANSWER: _____
14 _____

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

19 ANSWER: _____
20 _____

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

25 ANSWER: _____
26 _____
27 _____
28 _____

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

ANSWER:

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

ANSWER:

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

Garnishee

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STATE OF NEVADA

COUNTY OF

ss:

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

10394-01/1842842

- 7 -



Laughlin Township Constable's Office
Jordan Ross, Constable

55 Civic Way
Laughlin NV 89029-1563
Administrative Office: 702-298-2311
Website: <http://www.laughlinconstable.org>

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
COUNTY OF CLARK)

FOR GENERAL USE - DO NOT USE FOR EVICTIONS

Case Information			
Plaintiff(s)	FAR WEST INDUSTRIES		
Defendant(s)	RIO VISTA NEVADA LLC; WORLD DEVELOPMENT INC; BRUCE MAIZE; MICHAEL MONA JR		
Case #	A-12-670352-F	Department #	XV

Declaration of Service			
The below named affiant, being a duly sworn law enforcement officer in the State of Nevada, deputized by the Laughlin Constable's Office, states: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, is not a party to or interested in the proceeding in which this affidavit is made. That affiant received a copy of the following document(s):			
Document(s)	WRIT OF EXECUTION; WRIT OF GARNISHMENT; NOTICE OF EXECUTION; \$5.00 GARNISHEE CHECK		
receiving said document(s) on the date and time below:			
Date Received	4/1/17	Time	9:00 AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>
and served true and correct copy or copies of said document(s) at the date and time below:			
Date of Service	4/3/17	Time	2:10 AM <input type="checkbox"/> PM <input checked="" type="checkbox"/>
and that said document(s) were served in the following manner:			

- ☐ By serving the defendant [NAME] at [ADDRESS], their usual place of work.
- ☐ By serving the defendant [NAME] at [ADDRESS], their usual place of abode.
- ☐ By personally delivering and leaving a copy with [NAME], a person of suitable age and discretion living with the defendant [NAME] at the defendant's usual place of abode located at [ADDRESS].
- ☒ Through and by personally delivering and leaving a copy with Kathleen Kelleher, agent for employer for defendant, Michael Mona Jr at the defendant's usual place of business located at 2688 S Rainbow Blvd Ste B, Las Vegas, NV 89146.
- ☐ Affiant was unable to serve defendant.

Reason: _____

Declaration of Affiant			
I declare, on this date of service, under penalty of perjury under NRS 53.045 of the law of the State of Nevada that the foregoing is true and correct.			
Officer Name	Anthony Leves		
Officer Signature			
Rank	Civil Enforcement Officer	PIN	1642

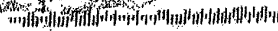
Exhibit Z

Laughlin County Constable's Office
Jordan Ross, Constable
55 Chris-Way
Laughlin NV 89029-1563



TERRY A COFFING ESQ
TYE S HANSEEN ESQ
MARQUIS AURBACH COFFING
10001 PARK RUN DR
LAS VEGAS, NV 89145

8914539857 0072



RECEIVED

MAY 11 2017

MAC LAW

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

14 Attorneys for Plaintiff Far West Industries

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

27 WRIT OF EXECUTION

28 ☒ Earnings ☐ Other Property
Earnings, Order of Support

THE STATE OF NEVADA TO THE SHERIFF/CONSTABLE, GREETINGS:

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

10594-01/1842836

CLERK OF THE COURT

FEB 22 2017

RECEIVED

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	\$26,732,578.25
4	Attorney's Fees	\$327,548.84	Fee this Writ	25.00
5	Costs	\$25,562.56	Garnishment Fee	5.00
6	JUDGMENT TOTAL	\$18,130,673.58	Levy Fee	33.00
7	Accrued Costs		Milense Advertising	14.00
8	Accrued Interest	\$8,717,625.19	Storage	6
9	Less Satisfaction	\$115,720.52	Interest from	6
10			Date of Issuance	X
11	NET BALANCE	\$26,732,578.25	SUB-TOTAL	26,732,655.25
12			Commission	133,715.78
13			TOTAL LEVY	26,866,371.03

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 CV Sciences, Inc.
20 formerly known as CannaVEST Corp.

21 (See below or exemptions which may apply)

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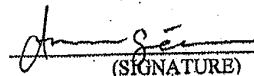
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1 days with the results of your levy endorsed thereon.

2
3 Submitted By:

STEVEN D. GRIERSON, CLERK OF COURT

4 
5 (SIGNATURE)

By: 
Deputy Clerk

MIRIAM MEJIA FEB 23 2017

Date

6 F. THOMAS EDWARDS, ESQ.
7 Nevada Bar No. 9549
8 ANDREA M. GANDARA, ESQ.
9 Nevada Bar No. 12580
10 HOLLEY DRIGGS WALCH
11 FINE WRAY PUZEY & THOMPSON
12 400 South Fourth Street, Third Floor
13 Las Vegas, Nevada 89101
14 Telephone: 702/791-0308
15 Facsimile: 702/791-1912
16 Attorneys for Plaintiff Far West Industries

RETURN

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

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

21 SHERIFF/CONSTABLE

22 By:

REMITTED TO
JUDGMENT CREDITOR \$

23 Deputy

24 Date

**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;

10594-01/1764834

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

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., ("Defendant")
36 or "Judgment Debtor"), and that you must retain possession and control of all personal property,
37 money, credit, debts, effects and choses in action of said Defendant in order that the same may
38 be dealt with according to law. Where such property consists of wages, salaries, commissions or

10594-01/1842842

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 Michael J. Mona, Jr.,
7 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 February 15, 2017 is \$26,732,578.25 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.

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1 STATE OF NEVADA }
2 COUNTY OF } 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 _____, State
8 of Nevada.

9 By: _____

10 Title: _____

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

13 1. Are you in any manner indebted to Defendant 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:** _____

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

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

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

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

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

- 1 (2) Deductions required by law (not including child support).....\$ _____
2 (3) Disposable Earning [Subtract line 2 from line 1]\$ _____
3 (4) Federal Minimum Wage.....\$ _____
4 (5) Multiply line 4 by 50.....\$ _____
5 (6) Complete the following direction in accordance with the letter selected above:
6 [A] Multiply line 5 by 1\$ _____
7 [B] Multiply line 5 by 2\$ _____
8 [C] Multiply line 5 by 52 and then divide by 24.....\$ _____
9 [D] Multiply line 5 by 52 and then divide by 12.....\$ _____
10 (7) Subtract line 6 from line 3.....\$ _____
11 This is the attachable earning. This amount must not exceed 25% of the disposable
12 earnings from line 3.

13 **ANSWER:** _____

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

19 **ANSWER:** _____

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

25 **ANSWER:** _____

ANSWER:

ANSWER:

Garnishee

1 STATE OF NEVADA }
2 COUNTY OF } ss:
3 I, _____, do solemnly swear (or affirm) that the answers to the
4 foregoing interrogatories subscribed by me are true.

5
6 _____
7 Garnishee

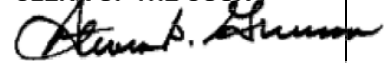
8 SUBSCRIBED AND SWORN to before me this

9 _____ day of _____, 20____.

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12 NOTARY PUBLIC
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- 7 -

10594-01/1842842

DISTRICT COURT
CLARK COUNTY, NEVADAFAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

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

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.

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CLAIM OF
EXEMPTION AND MOTION TO DISCHARGE GARNISHMENT****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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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Far West has served more garnishments attempting to withhold Mike Mona's wages—this time on March 7, 2017, March 15, 2017, April 3, and May 9. The March and April garnishments were deficient and withdrawn, and the last garnishment effective in withholding Mona's wages expired. Once the garnishment expired, Mona's spousal support obligation to his ex-wife took first position and became the sole withholding from Mona's wages. Under Federal and Nevada law, because the support obligation exceeds 25% of Mona's disposable earnings, once it took first position, Mona's wages became exempt from any further withholdings from creditor garnishments. Indeed, Nevada law is clear that garnishments in Nevada do not endure in perpetuity – they expire. Nevada legislative history expressly supports this conclusion. The Legislature flatly rejected the proposal to have garnishments endure forever when it enacted the current law allowing garnishments to last for only 120 days. As a result, Mona's earnings are exempt from Far West's execution attempts until he is no longer obliged to pay spousal support. Thus, the Court should affirm the Claim of Exemption and enter an Order that Far West's May 9 wage garnishment is void and all subsequent wage garnishments are void until the spousal support no longer occupies first position.

II. FACTS AND BACKGROUND.

The following facts are relevant:

- 1989—Nevada enacted the 120 day expiration period related to garnishments, which is found in NRS 31.296. *See* Legislative History related to 120 day expiration period attached as **Exhibit A** (Nevada Assembly Bill 247, Chapter 338, Page 699 (1989)). The original Bill proposed to have garnishments endure in perpetuity. *Id.* However, the Legislature rejected the proposal and enacted the 120 day expiration period. *Id.*
- July 23, 2015—Mike and Rhonda Mona divorced. *See Exhibit B.* Per the Decree, Mike is obligated to pay \$10,000 per month in support. *Id.* at 3:14.
- September 4, 2015—Far West attempted to intervene to challenge the divorce.
- September 28, 2015—Rhonda opposed Far West's attempt to intervene in the divorce and Mike joined in the Opposition. *See Exhibits C and D.*

- 1 • November 25, 2015—The court denied Far West’s attempt to intervene in the
2 divorce and awarded Mike and Rhonda the fees they incurred in opposing Far
3 West’s intervention attempt. *See Exhibit E.*
- 4 • April 29, 2016—Pursuant to NRS 31.296, Far West’s garnishment regarding
5 Mona’s wages expired. *See Exhibit F.*
- 6 • July 1, 2016—Far West served the invalid garnishment that was the subject of the
7 July 15, 2016 Claim of Exemption. *See Exhibits G and H.*
- 8 • July 15, 2016—Mona filed the July 15 Claim of Exemption. *See on file herein.*
- 9 • August 1, 2016—The Court heard argument on Mona’s Claim of Exemption and
10 Discharge Request. The Court denied the Claim of Exemption based on the
11 premise that Mona was required to sign the related declaration. In doing so, the
12 Court did not rule on the accompanying Motion to Discharge and held that all
13 other arguments were moot. *See August 9, 2016 Order on file herein.*
- 14 • October 29, 2016—Pursuant to NRS 31.296, Far West’s July 1, 2016 garnishment
15 regarding Mona’s wages expired. *See Exhibits G and H.*
- 16 • October 31, 2016—Far West served the invalid garnishment that was the subject
17 of the prior Claim of Exemption. *See Exhibit I.*
- 18 • November 10, 2016—Mona filed the prior Claim of Exemption and Points and
19 Authorities. *See November 10, 2016 Claim and Points and Authorities on file.*
- 20 • January 10, 2017—The Court entered its Order holding that Far West was not
21 allowed to execute on the October 31, 2016 Garnishment because service was
22 incomplete. *See January 10, 2017 Notice and related Order on file herein.*
- 23 • March 7, 2017—Far West improperly served the Writ of Garnishment that was
24 the subject of the prior Claims of Exemption by issuing the check to the debtor
25 instead of the garnishee. *See Exhibit V.*
- 26 • March 15, 2017—Far West improperly served an overlapping garnishment that
27 was also the subject of the prior Claim of Exemption Claim by serving the entity
28 next door to the garnishee. *See Exhibits W and X.*
- March 24, 2017—Mona filed a Claim of Exemption for the March 7 garnishment
and Points and Authorities. *See March 24, 2017 Claim of Exemption and Points
and Authorities on file herein.*
- March 30, 2017—Mona filed a Claim of Exemption for the March 7 and March
15 garnishments with the related points and authorities as further support for the
exemption claim. *See March 30, 2017 Claim of Exemption and Points and
Authorities on file herein.*
- April 3, 2017—Far West withdrew its March 7 and March 15 garnishments and
Mona agreed to withdraw his related Claims of Exemption. *See April 3, 2017
Notice on file herein.*
- April 3, 2017—Far West served an additional garnishment to attempt to correct
the prior service deficiencies. *See Exhibit Y.*

- April 20, 2017—Mona filed a Claim of Exemption for the April 3 garnishment with the related points and authorities as further support for the exemption claim. *See* April 20, 2017 Claim of Exemption and Points and Authorities on file herein.
- May 9, 2017—Far West served an additional garnishment to attempt correct further deficiencies. *See Exhibit Z.*
- May 15, 2017—Far West withdrew its April 3 garnishment and Mona agreed to withdraw his related Claim of Exemption. *See* May 15, 2017 Stipulation and related Order on file herein.
- May 23, 2017—Mona filed a Claim of Exemption for the May 9 garnishment with the related points and authorities as further support for the exemption claim. *See* May 23, 2017 Claim of Exemption and Points and Authorities on file herein.

The prior briefs and arguments on the priority disputes are applicable to the current dispute before the Court. Mona incorporates herein by reference as if fully set forth herein the prior oral and written arguments, hearing transcripts, and contents of: Mona's Opposition to Motion for Priority and Countermotion for Return Proceeds (3/4/16); Mona's Reply in Support of Countermotion for Return of Proceeds (3/23/16); Mona's Points and Authorities in Support of Claim of Exemption and Discharge (7/29/16); Mona's Claim of Exemption and related Memorandum of Points and Authorities (11/10/2016); Mona's Claim of Exemption and related Memorandum of Points and Authorities (3/24/17); Mona's Claim of Exemption and related Memorandum of Points and Authorities (3/30/17); Mona's Claim of Exemption and related Memorandum of Points and Authorities (4/20/17); and, the related transcripts, including those on file herein. To the extent applicable, *see* these documents on file herein.

III. LEGAL ARGUMENT—CLAIM OF EXEMPTION.

A. THE SUPPORT OBLIGATION HAS PRIORITY OVER FAR WEST'S GARNISHMENT.

Priority between the support obligation¹ and Far West's garnishment has been determined by operation of Nevada law. Pursuant to Nevada law, Far West's July 1 wage garnishment expired on October 29 and now sits behind an ongoing support order. Thus, there is nothing for the Court to decide and no discretion to exercise regarding priority because Nevada law has

¹ When determining garnishment restrictions, a support order is considered a "garnishment." *See* 15 U.S.C. § 1672(c) (stating: "The term 'garnishment' means any legal or equitable procedure through which the earnings of any individual are required to be withheld for payment of any debt.").

1 decided the issue. If the Court believes it retains discretion to determine priority under NRS
2 31.249, then Nevada law, the law of other jurisdictions, and the Family Court, which determined
3 priority, all provide clear and detailed guidance that the support obligation should take priority.

4
5 **i. Nevada Law Expressly Rejects Far West's Contention that it Has First
Priority in Perpetuity Until Satisfaction of its Judgment.**

6 NRS 31.296 allowed Far West's July 1, 2016 garnishment to continue for only 120 days.
7 Pursuant to NRS 31.296, the garnishment expired on October 29, 2016. Far West advocates for
8 a position contrary to NRS 31.296. Far West believes the expiration of its garnishment means
9 nothing more than having to serve a new garnishment to effectively have a garnishment that
10 continues forever until its judgment is satisfied. Further, Far West believes it remains in first
11 position irrespective of whether its writ expired and other creditors are waiting in line.

12 The Nevada Legislature flatly rejected Far West's position when it enacted the 120 day
13 expiration period in NRS 31.296. The original bill allowed for continual garnishment until the
14 applicable judgment was satisfied, just as Far West is proposing. Specifically, Assemblyman
15 Mathew Callister, the primary sponsor of the bill, proposed that writs:

16 [R]emain in effect until the judgment was satisfied in full in lieu of repeating the
17 procedure every pay period."

18 **Exhibit A** at p. 12. There was, however, immediate and significant opposition to Mr. Callister's
19 proposal. For example, Marc J. Fowler, representing the Washoe County Sheriff's Office
20 stated:

21 An on-going garnishment . . . would tie one debtor to one creditor indefinitely.
22 Other creditors would have to wait in line as long as six years [unless a judgment
23 was renewed], on the first debt served by the garnishment. Collection on multiple
judgments would be delayed indefinitely.

24 *Id.* at p. 13. When asked about priority of garnishments, Mr. Fowler indicated that the procedure
25 was first come first served. *Id.* The Sheriff's office provided written opposition as well stating:

26 This bill would also allow for a single plaintiff to tie up a defendant for his debt
27 alone, preventing any other plaintiff from obtaining a garnishment under
execution until satisfaction of the existing claim. *Id.* at p. 16 (Exhibit C to Bill).

28 In addition, the North Las Vegas Township submitted written opposition stating:

1 They [process server] would make one copy which is served to the employer and
2 stays in effect until the judgment is paid in full or judgment expires after six years
3 unless renewed. That is how this law would read if this law was passed. Lets
4 [sic] say that a garnishment is served by Sears . . . and down the road another
5 company or individual has a garnishment to serve on the same party, he has no
6 chance of collecting any part of it because the law states that only one collection
7 can be made on any one person . . . this is not right as it is now whoever serves
8 the garnishment first would be the recipient, except for the IRS and Child Support
9 Division, they take priority. I think AB 247 is a one sided bill and should be put
10 to rest. *Id.* at p. 17 (Exhibit D to Bill).

11 And:

12 As it is now, only one garnishment can be honored by an employer per pay
13 period. If this bill is passed changing a one-time garnishment to a continuing writ
14 and more than one person or company has a judgment against a defendant the
15 employer would honor the first garnishment they receive leaving the others out of
16 receiving any of their money until the first person's garnishment is paid in full. It
17 is understood that this bill would put a six month cap on the garnishment. Now,
18 how are the other creditor's going to know the six months are up . . . *Id.* at p. 46.

19 Further, Dan Ernst from the Constable of Sparks Township "pointed out several counties in
20 California had discovered continuing garnishment did not work, and had discontinued the
21 practice." *Id.* at p. 14. As a result, Charlotte Shaber, Nevada Business Factors, recommended a
22 90 day expiration period. *Id.* at p. 15. Mr. Callister responded with a 180 day expiration period.
23 *Id.* at p. 19. After back and forth about the merits of the bill, the current 120 day expiration
24 period was proposed, passed, and enacted. *Id.* at p. 53 and NRS 31.296. Also, the idea that a
25 creditor may remain in first position indefinitely was expressly rejected. **Exhibit A** and
26 NRS 31.296. Thus, as of October 29, 2016, the support order took first position as the sole
27 withholding and Far West cannot now cut back in line in first position.

28 Moreover, the Legislative History above refutes the argument that the date of the
judgment/date the obligation was incurred determines priority. Rather, priority is determined by
the date of the garnishments themselves until expiration. The various Townships touched on this
point in their comments and letters detailed in the Legislative History. **Exhibit A**; *see also e.g.,*
Voss Products, Inc. v. Carlton, 147 F. Supp. 2d 892, 896 (E.D. Tenn. 2001) (between
garnishments of the same type, the prior in time is to be satisfied first); 28 U.S.C. § 3205(8)
(writs issued under this section shall have priority over writs which are issued later in time).
Therefore, priority between the support obligation and garnishment has already been determined

1 by operation of Nevada law. And, neither equity nor policy serve to disregard the Legislature's
2 rejection of Far West's position – the case law in Section III.C. further supports this position.

3
4 **ii. *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246, 828 P.2d 405, 408 (1992) and Antecedent Debt.**

5 Far West will cite *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246, 828
6 P.2d 405, 408 (1992) in favor of its priority arguments. However, an actual reading of the *First*
7 *Interstate* case reveals that there is very little, if anything, in the *First Interstate* case that applies
8 to the priority issues in this case. In *First Interstate*, both First Interstate Bank of California and
9 Independence Bank asserted a claim to a \$322,000 Certificate of Deposit ("CD"). *First*
10 *Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246, 828 P.2d 405, 408 (1992). The
11 district court awarded the CD to Independence Bank on summary judgment and First Interstate
12 Bank of California appealed. *Id.* at 406. The Nevada Supreme Court affirmed the lower Court's
13 decision. Specifically, in 1988, a company called HCT borrowed \$350,000 from Independence
14 Bank. *Id.* Two of HCT's principals guaranteed the loan from Independence Bank. *Id.* Shortly
15 thereafter, HCT purchased the CD from First Interstate Bank of Nevada in the name of Sunrise
16 Development Company ("Sunrise") and Clark County Public Works. *Id.* In May of 1990, HCT
17 assigned its rights an interest in the CD to Independence, presumably to avoid any liability under
18 the guaranties for the \$350,000 loan from Independence. *See id.* Also in May of 1990, First
19 Interstate Bank of California obtained a judgment against HCT for \$314,059.65 in a California
20 superior court, which judgment HCT appealed. *Id.*

21 While the appeal was ongoing between HCT and First Interstate Bank of California, HCT
22 and Sunrise entered into arbitration proceedings to determine ownership of the CD. On July 24,
23 1990, the American Arbitration Association ("AAA") awarded HCT the funds from the CD. *Id.*
24 On August 21, 1990, the arbitrator's award was judicially confirmed.

25 In August of 1990, First Interstate Bank of California filed suit in Nevada district court to
26 enforce the California foreign judgment against HCT. *Id.* at 407. In conjunction with the
27 foreign judgment collection action, First Interstate Bank of California applied for a writ of
28 garnishment on the funds from the CD that the AAA had awarded to HCT in the arbitration

1 proceedings against Sunrise. *Id.* On August 20, 1990, the day before the arbitrator's award
2 giving the CD to HCT was judicially confirmed, First Interstate Bank of California served the
3 writ of garnishment for the CD on First Interstate Bank of Nevada, which held the CD. *Id.*

4 HCT moved to dismiss the First Interstate Bank of California foreign judgment collection
5 action seeking to enforce the California judgment alleging the California judgment was not final
6 because both HCT and First Interstate Bank of California appealed the judgment. *Id.* The
7 district court denied HCT's motion to dismiss. *Id.* To avoid getting involved in the
8 determination of ownership of the CD, First Interstate Bank of Nevada filed an interpleader
9 action requesting that the court determine/establish the ownership of the CD. *Id.* HCT filed a
10 motion for summary judgment in the interpleader case asserting that Independence Bank's
11 interest in the CD took priority because HCT assigned its interest in the CD to Independence
12 Bank before First Interstate Bank of California issued its writ of garnishment. *Id.* Independence
13 Bank, of course, joined in HCT's motion. *Id.*

14 The district court granted HCT's motion for summary judgment and directing the CD
15 funds to be delivered to Independence Bank. *Id.* First Interstate Bank of California appealed.
16 *Id.* On appeal, First Interstate Bank of California argued that its interest in the CD attached on
17 August 20, 1990 when it caused its writ of garnishment to be served on First Interstate Bank of
18 Nevada and that HCT/Independence Bank's interest attached when the award from the AAA was
19 judicially confirmed on August 21, 1990. *Id.* In order to determine ownership of the CD, the
20 Supreme Court stated:

21 [T]he threshold question in this case is: at what point in time did HCT acquire its
22 interest in the CD—when it was awarded the funds in arbitration, or when the
district court confirmed the arbitration award?

23 To determine priority, the Supreme Court indicated that the Legislature intended for
24 arbitration awards to be final and binding. *Id.* (citation omitted). Further, the Supreme Court
25 indicated that an arbitration award conclusively determines the rights of the parties unless it is
26 invalidated by a reviewing court. *Id.* And, if an arbitration award is upheld, the rights of the
27 parties are determined from the date of the award and not by the date of the judgment confirming
28 the award. *Id.* According to the Supreme Court, any other result would defeat the purpose of

1 arbitration to decide the issues between the parties without judicial intervention. *Id.* (citing
2 *Marion Mfg. Co. v. Long*, 588 F.2d 538, 541 (6th Cir.1978) (citations omitted).

3 In conclusion, the Supreme Court agreed with the Sixth Circuit affirming the district
4 court decision that HCT acquired its interest in the CD when it was awarded funds in arbitration.
5 *Id.* at 408. Thus, HCT assignment of its interest in the CD to Independence Bank on May 4,
6 1990 was vested when the AAA awarded HCT the funds in arbitration on July 24, 1990. *Id.* As
7 a result, HCT's and Independence Bank's interest in the CD was prior in time to First Interstate
8 Bank of California interest, which vested on August 20, 1990 when First Interstate Bank of
9 California served the writ of garnishment against the CD on First Interstate Bank of Nevada. *Id.*
10 The Supreme Court further indicated that priority between a garnishment and an assignment
11 depends on which interest is first in time, but that an assignment takes priority only to the extent
12 that the consideration given for the assignment represents an antecedent debt or present advance.
13 *Id.* (citations omitted).

14 As the Court can see, *First Interstate* is not the same as the present case. The threshold
15 issue in the *First Interstate* case was whether an interest is acquired at the time of an arbitration
16 award or when the award is judicially confirmed. *Id.* at 407. *First Interstate*, unlike this case,
17 has nothing to do with wage withholdings, garnishment restrictions, a 120-day expiration period,
18 competing garnishments, or priority of competing withholdings from wages. *Id.*, generally.

19 Not even the reference in *First Interstate* related to assignment versus garnishment is
20 applicable. The Divorce Decree in this case is not an assignment—it's a Divorce Decree. *See*
21 Divorce Decree at **Exhibit B**, generally. Further, the support order/obligation to Rhonda is not
22 an assignment. *Id.* at 3:12-16. Rather, the support order is just that—an obligation to pay
23 spousal support. *Id.* It cannot be legitimately stated that the spousal support itself is an
24 assignment. Unlike the CD in *First Interstate*, Rhonda has not assigned the spousal support to
25 any person or entity. *Id.* Rather, at most, the method of payment of the spousal support is via
26 wages assigned for that purpose. *Id.* This is a distinction that makes a difference.

27 Moreover, the garnishment versus assignment argument and reliance on *First Interstate*
28 to place the spousal support in second position conflicts with Federal law. Federal law holds that

1 spousal support, when captured in the scheme of garnishment restrictions, is a garnishment.
2 15 U.S.C. § 1672(c) (the “term ‘garnishment’ means any legal or equitable procedure through
3 which the earnings of any individual are required to be withheld for payment of any debt). This
4 authority, as well as the cases cited below and throughout the country, holds that spousal support,
5 when considering garnishment restrictions, is a “garnishment.”

6 As a result, even if the spousal support was an assignment, which itself is not, for the
7 purposes of this matter, it would be considered a competing garnishment. If this is not the case,
8 then the outcome would violate the Supremacy Clause as well as 15 U.S.C. § 1673 stating:

9 ***No court of the United States or any State, and no State (or officer or agency***
10 ***thereof), may make, execute, or enforce any order or process in violation of this***
section. 15 U.S.C. § 1673 (emphasis added).

11 Therefore, *First Interstate* has nothing to do with this case and the related circumstances.

12 Lastly, even if *First Interstate* was controlling, even if Federal law did not define spousal
13 support as a garnishment, and even if the spousal support here was an assignment, it still would
14 not matter for at least two reasons. First, following Plaintiff’s logic, it would forever have first
15 position for wage withholdings, which would conflict with the Nevada Legislative history and
16 related intentions regarding expiration of garnishments. Second, assignments that represent
17 antecedent debt take priority under *First Interstate* (see also *Board of Trustees v. Durable*
18 *Developers*, 102 Nev. 401, 724 P.2d 736, 746 (1986) (citations omitted)) and spousal support has
19 been defined as antecedent debt. *In re Futoran*, 76 F.3d 265, 267 (9th Cir. 1996) (although
20 unmatured, the husband’s future spousal support obligations were antecedent debt). This makes
21 sense considering the rationale for spousal support could be explained in this case as being value
22 for past services – here 30+ years of marriage. See e.g. *Fed. Deposit Ins. Co. v. Malin*, 802 F.2d
23 12, 18 (2d Cir. 1986) (a husband’s obligation to support his wife is an antecedent debt).
24 Therefore, *First Interstate* does not help Plaintiff’s case.

25
26 **iii. Multiple States Across the Country Hold that Spousal Support Orders**
Take Priority Over All Other Creditor Garnishments.

27 The law of other jurisdictions is persuasive as to spousal support having priority.
28 Nevada’s garnishment restrictions have not been amended since 1989 and, at that time, the main

1 issue was whether wage garnishments should continue until judgment satisfaction or expire after
2 a period of time. The Federal Government and other states have been more progressive and have
3 provided persuasive guidance for this Court in determining priority. For example:

4 ***Federal Debt Collection***

5 28 U.S.C. § 3205 requires that spousal support orders take priority:

6 Judicial orders and garnishments for the support of a person shall have priority
7 over a writ of garnishment issued under this section. As to any other writ of
8 garnishment or levy, a garnishment issued under this section shall have priority
9 over writs which are issued later in time. *See* 28 U.S.C. § 3205(8).

9 ***Arizona***

10 In Arizona, “conflicting wage garnishments and levies rank according to priority in time
11 of service.” Ariz. Rev. Stat. § 12-1598.14(A). However, under subsection B:

12 Garnishments, levies and wage assignments which are not for the support of a
13 person are inferior to wage assignments for the support of a person. Garnishments
14 which are not for the support of a person and levies are inferior to garnishments
15 for the support of a person. Ariz. Rev. Stat. § 12-1598.14(B).

15 ***California***

16 “The clerk of the court shall give priority to the application for, and issuance of, writs of
17 execution on orders or judgments for . . . spousal support. Cal. Civ. Proc. Code § 699.510.

18 ***Florida***

19 Florida collection law requires that spousal support take priority over a judgment
20 creditor’s wage garnishment. *Bickett v. Bickett*, 579 So. 2d 149, 150 (Fla. Dist. Ct. App. 1991)
21 (Court has “full authority to stay, modify, or condition the writ to assure (a) that alimony and
22 child support payments have priority, and (b) that the husband has funds remaining on which to
23 live.”) (citations omitted); *see also* § 61.1301, Fla.Stat. (1989); Fla.R.Civ.P. 1.550(b).

24 ***Illinois***

25 In Illinois, support orders get priority over other procedures for enforcing judgments. *In*
26 *re Salaway*, 126 B.R. 58, 60 (Bankr. C.D. Ill. 1991). “A lien obtained hereunder shall have
27 priority over any subsequent lien obtained hereunder, except that liens for the support of a spouse
28 or dependent children shall have priority over all other liens . . .” 735 Ill. Comp. Stat. 5/12-808.

Indiana

In *Miller v. Owens*, the appellate court stated:

A support withholding order takes priority over a garnishment order irrespective of their dates of entry or activation. If a person is subject to a support withholding order and a garnishment order, the garnishment order shall be honored only to the extent that disposable earnings withheld under the support withholding order do not exceed the maximum amount subject to garnishment as computed under subsection (2). 953 N.E.2d 1079, 1085 (Ind. Ct. App. 2011) (citing I.C. § 24-4.5-5-105).

New Jersey

Income withholding for alimony, maintenance, or child support “shall have priority over any other withholding and garnishments without regard to the dates that the other income withholding or garnishments were issued.” N.J.S. 2A:17-56.10(b).

New York

New York gives priority to those for support, regardless of the timing of those garnishments. *General Motors Acceptance Corp. v. Metropolitan Opera Ass’n*, 98 Misc.2d 307, 413 N.Y.S.2d 818 (App.Term, 1st Dep’t 1978); *Gertz v. Massapequa Public Schools*, N.Y.L.J., Nov. 17, 1980, at 17 (Sup.Ct.Nas.Co.1980).

Pennsylvania

“An order of attachment for support shall have priority over any other attachment, execution, garnishment or wage assignment.” *See* Statutes of PA, Title 42 § 8127(b).

Rhode Island

“Any order for wage withholding under this section [includes “any person to whom support is owed”] shall have priority over any attachment, execution, garnishment, or wage assignment unless otherwise ordered by the court.” *See* 15 R.I. Gen. Laws § 15-5-25(f).

Tennessee

Between garnishments of the same type, the prior in time is to be satisfied first. *Voss Products, Inc. v. Carlton*, 147 F. Supp. 2d 892, 896 (E.D. Tenn. 2001) (citing Tenn. Code Ann. § 26-2-214). As between creditor and support order garnishments, priority goes to those for support, regardless of the time. *Id.* (citing Tenn. Code Ann. § 36-5-501(i)(1)).

1 *Texas*

2 “An order or writ of withholding under this chapter [spousal maintenance] has priority
3 over any garnishment, attachment, execution, or other order affecting disposable earnings, except
4 for an order or writ of withholding for child support under Chapter 158.” Tex. Fam. Code §
5 8.105; see also 17 West’s Tex. Forms, Family Law § 6:261 (3d ed.) (“An order or writ of
6 withholding for spousal maintenance . . . has priority over any garnishment, attachment,
7 execution, or other order affecting disposable earnings, except for an order or writ of withholding
8 for child support under Tex. Fam. Code Ann. Ch. 158.”).

9 *Washington*

10 “A notice of payroll deduction for support shall have priority over any wage assignment,
11 garnishment, attachment, or other legal process.” RCW 26.23.060. Further, an “order for wage
12 assignment for spousal maintenance entered under this chapter shall have priority over any other
13 wage assignment or garnishment, except for a wage assignment, garnishment, or order to
14 withhold and deliver . . . for support of a dependent child, and except for another wage
15 assignment or garnishment for maintenance.” RCW 26.18.110.

16 *Wyoming*

17 Wyoming gives priority to support garnishments. *Union Pac. R.R.*, 57 P.3d at 1208-09.

18 *Summary of Spousal Support Priority from Federal Law and Other States*

19 Wisconsin, Colorado, Oklahoma, Maine, Idaho, and Nebraska, as well as others, also
20 give priority to spousal support orders. This is persuasive when exercising discretion to
21 determine priority. Further, like Nevada, when there are equal garnishments (i.e. creditor versus
22 creditor garnishments), the priority is determined by the timing of the writs (i.e. first come first
23 served until expiration, if applicable) and not the dates of the underlying judgments.

24 **B. TO DETERMINE THE APPROPRIATE WITHHOLDINGS, IT IS**
25 **IMPORTANT TO BEGIN WITH FEDERAL GARNISHMENT**
26 **RESTRICTIONS BECAUSE UNDER THE SUPREMACY CLAUSE**
26 **NEITHER NEVADA LAW NOR THE PROCEEDINGS IN THIS CASE MAY**
26 **BE BROADER THAN FEDERAL LAW.**

27 Once it is determined that spousal support has priority, applying the law to determine the
28 appropriate withholdings becomes clear. Federal law is important here because under Federal

1 collection law and the Supremacy Clause (Article VI, U.S. Constitution), the garnishment
2 restriction provisions of the Consumer Credit Protection Act (15 U.S.C. § 1671 et. seq.) pre-empt
3 state law insofar as state law permits recovery exceeding that of Federal garnishment restrictions.
4 *See* Article VI, U.S. Constitution and 15 U.S.C. § 1671 et. seq. Specifically, 15 U.S.C. § 1673,
5 which details Federal law garnishment restrictions, provides in part as follows:

6 (a) **MAXIMUM ALLOWABLE GARNISHMENT** Except as provided in
7 subsection (b) and in section 1675 of this title, the maximum part of the aggregate
8 disposable earnings of an individual for any workweek which is subjected to
9 garnishment may not exceed

10 (1) **25 per centum** of his disposable earnings for that week, or

11 (2) the amount by which his disposable earnings for that week exceed thirty
12 times the Federal minimum hourly wage prescribed by section 206(a)(1) of
13 title 29 in effect at the time the earnings are payable,

14 whichever is less. In the case of earnings for any pay period other than a
15 week, the Secretary of Labor shall by regulation prescribe a multiple of
16 the Federal minimum hourly wage equivalent in effect to that set forth in
17 paragraph (2).

18 (b) **EXCEPTIONS**

19 (1) The restrictions of subsection (a) do not apply in the case of

20 (A) **any order for the support of any person** issued by a court of
21 competent jurisdiction or in accordance with an administrative procedure,
22 which is established by State law, which affords substantial due process,
23 and which is subject to judicial review.

24 ...

25 (2) The maximum part of the aggregate disposable earnings of an individual
26 for any workweek which is subject to garnishment to enforce **any order for**
27 **the support of any person** shall not exceed—

28 (A) where such individual is supporting his spouse or dependent child
(other than a spouse or child with respect to whose support such order is
used), **50 per centum** of such individual's disposable earnings for that
week; and

(B) where such individual is not supporting such a spouse or dependent
child described in clause (A), **60 per centum** of such individual's
disposable earnings for that week;

...

(c) **EXECUTION OR ENFORCEMENT OF GARNISHMENT ORDER OR
PROCESS PROHIBITED**

1 *No court of the United States or any State, and no State (or officer or agency*
2 *thereof), may make, execute, or enforce any order or process in violation of this*
3 *section.* 15 U.S.C. § 1673 (emphasis added).

4 As a result, under Federal collection law, the maximum amount of disposable earnings that may
5 be withheld is 25% for a typical wage garnishment and 50% or 60% for a spousal support
6 obligation, depending on whether the debtor is supporting an additional spouse or child unrelated
7 to the support order. *Id.* Further, *no court or state may make or enforce any order or process*
8 *that violates these restrictions.* *Id.*

9 Based on the above, it is fairly clear how the statutory limitations apply when a single
10 garnishment is at issue, whether it be due to a creditor judgment or support obligation. The
11 application, however, is not as straightforward when a support obligation and garnishment are at
12 issue at the same time. Fortunately, the Department of Labor and case law have explained the
13 proper application, which is: If the support obligation exceeds 25% of the debtor's disposable
14 earnings and takes priority, the creditor garnishment is not allowed. This premise is discussed in
15 more detail immediately below.

16 **C. OTHER COURTS HAVE PROVIDED GUIDANCE FOR APPLYING THE**
17 **GARNISHMENT RESTRICTIONS IN CASES WHEN BOTH A SUPPORT**
18 **OBLIGATION AND CREDITOR GARNISHMENT ARE AT ISSUE AT THE**
19 **SAME TIME.**

20 When a support obligation and creditor garnishment are in play at the same time and the
21 support obligation takes priority, no withholding of wages is allowed for the creditor
22 garnishment if the support obligation exceeds 25% of the debtor's disposable earnings.
23 However, in the event that the support obligation equates to less than 25%, then the law allows
24 the creditor garnishment to attach the remaining amounts up to 25% (i.e. if a support obligation
25 equates to 20% of the disposable earnings, then the creditor is entitled to the remaining 5%).

26 Below, Mona sets forth four cases explaining in detail the law and this application
27 process. Although these cases are not Nevada cases, they are still applicable because they
28 discuss the related Federal garnishment restrictions, which Nevada state law may limit further
but may not broaden. Also, in large part, Nevada law mirrors the Federal law and there are no

1 Nevada cases discussing the application of garnishment restrictions in similar detail. In short,
2 *there cannot be a result against Mona in this case that exceeds what would be allowed under*
3 *Federal law* and, as a result, these Federal law cases are persuasive and applicable.

4 *Long Island Trust v. U.S. Postal Service*

5 In *Long Island Trust Co. v. U.S. Postal Serv.*, the Second Circuit Court of Appeals dealt
6 with an issue similar to that which is presently in front of this Court. 647 F.2d 336, 337-42 (2d
7 Cir. 1981). Specifically, the Long Island Trust recovered a judgment against Donald Cheshire
8 and served Cheshire's employer, the United States Postal Service ("USPS"), with an income
9 garnishment – just like Far West did here with Mona. *Id.* at 338-339. However, the USPS
10 refused to comply with the wage execution claiming that more than 25% of the debtor's
11 disposable income was being withheld for court ordered support payments and the Consumer
12 Credit Protection Act barred any further deductions. *Id.*

13 Long Island Trust responded to the USPS's refusal to withhold additional funds by
14 commencing an action against the USPS to recover the income withholdings. *Id.* The USPS
15 subsequently moved for summary judgment on the basis that 42% of Cheshire's earnings were
16 being garnished pursuant to a support order issued by the Nassau County Family Court. *Id.* The
17 USPS argued that the Consumer Credit Protection Act prohibited garnishment where earnings
18 were already being withheld to the extent of 25% or more. *Id.* Long Island Trust argued that the
19 law allowed for simultaneous withholdings for family support and judgment creditors, even
20 when the amount of the support withholding exceeded 25%. *Id.* The district court agreed with
21 USPS, adopted USPS's interpretation of the Consumer Credit Protection Act, and entered
22 judgment in its favor. *Id.* Long Island Trust appealed. *Id.*

23 On appeal, Long Island Trust argued that support obligations should be considered
24 entirely independently of creditor garnishments and that the Act should be construed as reserving
25 25% of the earnings for creditors, leaving 75% for satisfaction of family support orders. *Id.* The
26 appellate court disagreed with Long Island Trust stating: "We find no basis for this argument
27 either in the language of the statute or in its legislative history." *Id.* (emphasis added). The
28 appellate court concluded that 15 U.S.C. § 1673 placed a ceiling of 25% on the amount of

1 disposable earnings subject to creditor garnishment, with an exception being that the ceiling
2 could be raised to as high as 65% percent if the garnishment was to enforce a support order. *Id.*
3 In other words, no more than 25% may be withheld when garnishments are sought only by
4 creditors and as much as 65% may be withheld when garnishments are sought only to enforce
5 support orders. *Id.*

6 The appellate court then acknowledged that the Act was less clear as to the
7 interrelationship when both creditor and support garnishments are at issue. *Id.* To clarify the
8 proper application in such scenarios, the appellate court discussed the purpose of the Act
9 indicating that the principal purpose in passing the Consumer Credit Protection Act was not to
10 protect the rights of creditors, ***“but to limit the ills that flowed from the unrestricted***
11 ***garnishment of wages.”*** *Id.* (emphasis added). The appellate court explained that when it
12 enacted the Consumer Credit Protection Act, Congress was concerned with the increasing
13 number of personal bankruptcies, which it believed put an undue burden on interstate commerce,
14 and it observed that the number of bankruptcies was vastly higher in states that had harsh
15 garnishment laws. *Id.* Therefore, ***the Act was designed to sharply curtail creditors’ rights to***
16 ***garnish wages with a concern for the welfare of the debtor.*** *Id.* To this end, the Act restricted,
17 and in no way expanded, the rights of creditors. *Id.* Indeed, as the *Long Island Trust* court
18 noted, the express goal of the Act as a whole was to “restrict the availability of garnishment as a
19 creditors’ remedy.” *Id.* (citations omitted).

20 Further, the *Long Island Trust* court found “no merit in Long Island Trust’s argument that
21 25 percent of an employee’s disposable earnings are reserved for creditors and that up to
22 65 percent more may be garnished to enforce a support order.” *Id.* The court reasoned that
23 subsections (a) entitled “maximum allowable garnishment” and (b) setting forth “exceptions” do
24 not support Long Island Trust’s interpretation of the Act. *Id.* “And in view of Congress’s
25 overall purpose of restricting garnishments in order to decrease the number of personal
26 bankruptcies, it would be unjustifiable to infer that the general ceiling and its exceptions were
27 intended to be cumulated to allow garnishments of disposable income to the total extent of 90
28 percent.”

1 The *Long Island Trust* court reinforced its decision with the Secretary of Labor's
2 comments regarding the Act stating:

3 Compliance with the provisions of section (1673)(a) and (b) may offer problems
4 when there is more than one garnishment. In that event the priority is determined
5 by State law or other Federal laws as the CCPA contains no provisions controlling
6 the priorities of garnishments. However, in no event may the amount of any
7 individual's disposable earnings which may be garnished exceed the percentages
8 specified in section (1673). To illustrate:(iv) If 25% or more of an individual's
disposable earnings were withheld pursuant to a garnishment for support, and the
support garnishment has priority in accordance with State law, the Consumer
Credit Protection Act does not permit the withholding of any additional amounts
pursuant to an ordinary garnishment which is subject to the restrictions of section
(1673(a)). *Id.* (citing 29 C.F.R. § 870.11).

9 In conclusion, the *Long Island Trust* court indicated that it was "mindful of the argument
10 that the statute as thus construed may help debtors to evade payment of their just debts if they
11 collusively procure orders of support that exceed the general statutory maximum of 25 percent."
12 *Id.* The court intimated that this point, however, was considered and vigorously debated in
13 Congress prior to the passage of the Act. *Id.* (citing H.R.Rep.Reprint at 1978; remarks of
14 Representative Jones, 114 Cong.Rec. 1834-35 (1968)). Further, the court noted that the decision
15 did not leave the creditor powerless to collect on its judgment because there are a variety of
16 means available to creditors to enforce judgments. *Id.* Due to the support obligation, the Act
17 merely prohibited further garnishment of the employee's wages. *Id.*

18 **Union Pacific R.R. v. Trona Valley Fed. Credit Union**

19 The *Union Pacific Railroad* court also dealt with a case that involved both a support
20 obligation and a creditor garnishment. 2002 WY 165, ¶¶ 14-16, 57 P.3d 1203, 1208-09 (Wyo.
21 2002). In handling the case, the court indicated that under 15 U.S.C. § 1672(c) (a section of the
22 Act), the "term 'garnishment' means any legal or equitable procedure through which the earnings
23 of any individual are required to be withheld for payment of any debt." *Union Pac. R.R. v.*
24 *Trona Valley Fed. Credit Union*, 2002 WY 165, ¶¶ 14-16, 57 P.3d 1203, 1208-09 (Wyo. 2002)
25 (quoting 15 U.S.C. § 1672(c)); see also *Koethe*, 328 N.W.2d 293, 297 (Iowa 1982); *Marshall*,
26 444 F.Supp. 1110, 1116 (E.D. Mich. 1978); *Donovan v. Hamilton County Municipal Court*, 580
27 F.Supp. 554, 556 (S.D. Ohio 1984).

1 Moreover, according to the *Union Pacific Railroad* court, the statutes limit a garnishment
2 to 25% of a person's disposable earnings with an exception for support obligations, which may
3 take up to 65% of the disposable earnings. *Id.* And, if a garnishor or garnishee treated a support
4 withholding as an amount "required by law to be withheld" prior to calculating the 25% of a
5 person's "disposable earnings," the resulting amount withheld would be contrary to the clear and
6 unambiguous language of the Federal (which mirrors Nevada) and Wyoming (also mirrors
7 Nevada) statutes. *Id.* Such an approach would mean that up to 65% of the earnings could be
8 withheld for support and subtracted to determine "disposable earnings." *Id.* Then, 25% of those
9 "disposable earnings," on top of the 65% already withheld, could be garnished by creditors. *Id.*
10 (citing *Koethe*, 328 N.W.2d at 298; *Long Island Trust*, 647 F.2d at 339–40). And, this is not the
11 proper application because creditor garnishments may be imposed only to the extent support
12 garnishments that take priority do not exceed the general 25% limit for garnishments. *Id.*

13 The *Union Pacific Railroad* court was also "sympathetic to the concerns" the creditor in
14 the case expressed "that the statute, as construed, can limit or even prevent a judgment creditor
15 from recovering their money by allowing debtors to evade payment when their support orders
16 exceed the general statutory maximum of 25%." *Id.* However, the court indicated that the
17 purpose of the "statutes was to deter predatory credit practices while *preserving debtors'*
18 *employment and insuring a continuing means of support for themselves and their*
19 *dependents.*" *Id.* (emphasis added) (citing 15 U.S.C.A. § 1671 (1998); *Kahn v. Trustees of*
20 *Columbia University*, 109 A.D.2d 395, 492 N.Y.S.2d 33, 37 (N.Y.A.D. 1 Dept.1985)). And, "in
21 any event, these statutes merely prohibit the garnishment of a debtor's wages and do not inhibit a
22 judgment creditor from pursuing other means to collect on a judgment." *Id.* (citing Wyo. Stat.
23 Ann. § 1–15–201 through –212). Thus, creditor garnishments are appropriate only to the extent
24 support withholdings that take priority do not exceed the general 25% limit and, further,
25 "support garnishments are not to be treated as an exemption to be deducted from gross
26 earnings in calculating disposable earnings." *Id.*

1 *Com. Edison v. Denson*

2 In *Com. Edison v. Denson*, like the other cases discussed above, the court refuted the
3 argument that support obligations should be treated independently, or not considered, when
4 determining withholdings for creditor wage garnishments. Specifically, the court stated:

5 The contention that payroll deductions required under a support order should not
6 be included when computing the percentage reduction of a debtor's disposable
7 earnings is not a legally supportable interpretation and application of these
[federal and Illinois garnishment restrictions] statutes. *Com. Edison v. Denson*,
144 Ill. App. 3d 383, 384-89, 494 N.E.2d 1186, 1188-90 (1986).

8 The *Com. Edison v. Denson* court discussed Federal law and the Supremacy Clause (Article VI,
9 U.S. Constitution) indicating that the garnishment restrictions in the Consumer Credit Protection
10 Act pre-empt state law to the extent state law permits recovery in excess of 25% of an
11 individual's disposable earnings. *Id.* The court then reiterated the 25% general limitation for
12 creditor wage garnishments and 60% limitation exception when a support order is applicable.
13 *Id.*; see also 15 U.S.C. § 1673.

14 Despite these garnishment restrictions, plaintiffs in the *Com. Edison* case argued that
15 support obligations should be considered entirely independent of judgment creditor
16 garnishments, and that the court should construe the Consumer Credit Protection Act as
17 reserving employees' earnings for judgment creditors after the satisfaction of family support
18 orders. *Id.* However, as discussed above, the court rejected this argument stating:

19 We find no basis for this argument either in the language of the statutes or in their
20 legislative history. Our conclusion is reinforced by the manner in which 15
21 U.S.C. Sec. 1673 has been construed by the Secretary of Labor, who is charged
with enforcing the provisions of that Act (15 U.S.C., Sec. 1676). *Id.*

22 The court further elaborated indicating ***"in no event may the amount of any individual's***
23 ***disposable earnings which may be garnished exceed the percentages specified in section***
24 ***1673."*** *Id.* (emphasis added). The *Com. Edison* court cited an example:

25 To illustrate: If 25% or more of an individual's disposable earnings were withheld
26 pursuant to a garnishment for support, and the support garnishment has priority in
27 accordance with State law, the Consumer Credit Protection Act does not permit
the withholding of any additional amounts pursuant to an ordinary garnishment
which is subject to the restrictions of section (1673(a))." 29 C.F.R., Sec. 870.11.
28 Furthermore, we think this conclusion is consistent with the decisions of Federal
courts that have considered the issue. See *Long Island Trust Co. v. United States*

1 *Postal Service*, (2nd Cir.1981), 647 F.2d 336; *Donovan v. Hamilton County*
2 *Municipal Court*, (S.D.Ohio, 1984), 580 F.Supp. 554; *Marshall v. District Court*
3 *for Forty-First B Judicial District*, (E.D.Mich.1978), 444 F.Supp. 1110; *Hodgson*
4 *v. Hamilton Municipal Court*, (S.D.Ohio 1972), 349 F.Supp. 1125, 1140;
5 *Hodgson v. Cleveland Municipal Court*, (N.D.Ohio 1971), 326 F.Supp. 419).

6 In conclusion, the *Com. Edison* court, like other courts, acknowledged that it was
7 “mindful of the plaintiff’s argument that the statutes as thus construed may help debtors to evade
8 payment of their debts if they collusively procure orders of support that exceed the statutory
9 maximums.” *Id.* The court further indicated, however, that “this point was considered and
10 indeed vigorously debated in Congress prior to the passage of the Act.” *Id.* (citing H.R. Rep. No.
11 1040, 90th Cong. 2nd Sess. (1968); U.S. Code & Admin. News 1968, p. 1962; Remarks of
12 Representative Jones, 114 Cong. Rec. 1834-35 (1968); Remarks of Representative Sullivan, 114
13 Cong. Rec. 14388 (1968) quoted in *Long Island Trust Co.*, 647 F.2d at 442, fn. 8.² And, the
14 *Com. Edison* court ***was not willing to tamper “with the way in which Congress has chosen to***
15 ***balance the interests of the debtor, his family, and his creditors”*** pointing out that the result did
16 not leave plaintiffs powerless to collect on their judgments, but merely precluded garnishment of
17 wages in excess of the statutory maximums. *Id.* (emphasis added).

18 ***Voss Products, Inc. v. Carlton***

19 The *Voss Products* court faced a similar situation as the court above and reached the
20 same result in *Voss Products, Inc. v. Carlton*, 147 F. Supp. 2d 892, 896-98 (E.D. Tenn. 2001). In
21 this case, the court stated:

22 If support, withheld pursuant to a court order, were included in the definition of
23 ‘amounts required by law to be withheld,’ the result would be contrary to the
24 purposes of the Act. Up to 65 percent of the employee’s after-tax earnings could
25 be withheld for support, 15 U.S.C. § 1673(b), and since this amount would be
26 subtracted to determine ‘disposable earnings,’ an additional 25 percent of these
27 disposable earnings would be garnished by general creditors. This hypothetical
28 result is clearly an incorrect reading of the Act. It would be inconsistent with
Congress’s overall purpose of restricting garnishment to cumulate the sections of
15 U.S.C. § 1673 to allow garnishment of up to 90 percent of an employee’s after-

² “By far, the biggest controversy in the whole bill—even larger than the controversy over revolving credit—involved the subject of garnishment. In H.R. 11601 as originally introduced, we proposed the complete abolishment of this modern-day form of debtors’ prison. But we were willing to listen to the weight of the testimony that restriction of this practice would solve many of the worst abuses, while abolishment might go too far in protecting the career deadbeat.”

1 tax income. *Voss Products, Inc. v. Carlton*, 147 F. Supp. 2d 892, 896-98 (E.D.
2 Tenn. 2001) (citing *Long Island Trust Co.*, 647 F.2d at 341.

3 As a result, the *Voss Products* court also found that § 1673 places a 25% percent ceiling on the
4 amount of disposable earnings subject to garnishment, “with the exception that the ceiling may
5 be raised as high as 65 percent if the garnishment is to enforce family support orders.” *Id.*
6 Further, the court stated that it found “no merit in plaintiff’s argument that 25 percent of an
7 employee’s disposable earnings are reserved for creditors and that up to 65 percent more may be
8 garnished to enforce a support order.” *Id.* Further the court stated that certainly “the structure of
9 the section—with subsection (a) entitled ‘Maximum allowable garnishment’ and subsection (b)
10 setting forth ‘Exceptions’ for support garnishments—does not suggest such an interpretation.”
11 *Id.* Moreover, “in view of Congress’s overall purpose of restricting garnishments in order to
12 decrease the number of personal bankruptcies, *it would be unjustifiable to infer that the general*
13 *ceiling and its exceptions were intended to be cumulated to allow garnishments of disposable*
14 *income to the total extent of 90 percent.” Id.* (emphasis added). As other courts did, the *Voss*
15 *Products* court stated the Secretary of Labor’s comments, who is charged with enforcing the
16 provisions of the Act, supported this conclusion. *Id.* The court concluded that the subject
17 support order fully absorbed the maximum of disposable earnings subject to garnishment and
18 nothing could be withheld pursuant to the plaintiff’s garnishment application. *Id.*

19 *In re Borochoy*

20 In *In re Borochoy*, the court also addressed an issue similar to the one in this case. The
21 court stated:

22 The question presented is the maximum amount that can be taken from a debtor’s
23 paycheck to pay a family support obligation and a judgment on another type of
24 claim. This court entered a nondischargeable judgment against the debtor and
25 later issued a writ of garnishment to the debtor’s employer. The debtor is also
26 subject to an order assigning a portion of his wages to pay spousal or child
27 support (a “support order”). The judgment creditor contends that the employer
28 paid too little on the garnishment. The employer now contends that it paid too
much. 2008 WL 2559433, at *1 (Bankr. D. Haw. June 23, 2008).

27 In addressing this scenario, which is exactly similar to the present case, the court discussed the
28 Consumer Credit Protection Act stating:

1 Section 1673 is easy to apply when the debtor is subject to a support order or an
2 ordinary garnishment. The statute is less clear, however, in a case where the
debtor is subject both to a support order and an ordinary garnishment. *Id.* at *2-3.

3 According to the Court, there are two ways to reconcile the maximum percentage
4 withholdings identified in sections 1673(a) and (b). *Id.* The first way is to treat them as two
5 separate limitations (25% for ordinary creditors and 65% for support) that may be added
6 together. *Id.* However, this could leave the debtor with as little as ten percent of the earnings to
7 support the debtor and, if applicable, a new spouse and family. *Id.* The second way treats the
8 ordinary creditor and support percentages (25% and 65%) as overlapping; “if the amount payable
9 to the support creditor under section 1673(b) exceeds the percentage payable under section
10 1673(a), ***the ordinary creditor gets nothing.***” *Id.* (emphasis added). Further, according to the
11 court, “***the case law uniformly follows the second approach.***” *Id.* (citations omitted). The court
12 stated that this view is consistent with comments from the U.S. Department of Labor, 29 C.F.R.
13 § 870.11(b)(2), and with the policy of protecting consumers from excessive garnishments. *Id.* In
14 conclusion, the court ordered that any amounts paid under the support order to first be applied to
15 the 25% limit imposed by section 1673(a) and if the support payments exhaust the applicable
16 limit under section 1673(a), the ordinary creditor is not entitled to any payments on account of
17 the garnishment. *Id.* In conclusion, the court recognized that the holding did not prohibit state
18 law from further limiting the creditor’s rights. *Id.*

19 ***Donovan v. Hamilton Cty. Mun. Court***

20 In *Donovan v. Hamilton Cty. Mun. Court*, 580 F. Supp. 554, 557-58 (S.D. Ohio 1984),
21 the court concluded that “the language of § 1673(a) is self-executing, and that therefore ***the court***
22 ***order authorizing the withholding of an amount in excess of twenty-five percent of the***
23 ***debtor’s disposable income is a violation of this section.***” *Id.* The court indicated that if state
24 law, statutory or otherwise, permitted garnishment of a greater amount of an employee’s
25 disposable earnings than permitted under § 303(a) of Title III of the Consumer Credit Protection
26 Act (15 U.S.C. § 1673(a)), then it violated federal standards. *Id.* (citing *Hodgson v. Hamilton*
27 *Municipal Court*, 349 F.Supp. 1125, 1140 (S.D. Ohio 1972). The court indicated this conclusion
28 was consistent with decisions of other courts. *Id.* (citing *Long Island Trust Co. v. United States*

1 *Postal Service*, 647 F.2d 336 (2d Cir.1981); *Marshall v. District Court for Forty-First-B Judicial*
2 *District*, 444 F.Supp. 1110 (E.D.Mich.1978); *Hodgson v. Hamilton Municipal Court*, 349
3 F.Supp. 1125, 1140 (S.D.Ohio 1972); *Hodgson v. Cleveland Municipal Court*, 326 F.Supp. 419
4 (N.D. Ohio 1971). The court further indicated that in reaching this decision it was affording the
5 Department of Labor the deference it is entitled to as the interpreting agency of the Act. *Id.*
6 (citing *Griggs v. Duke Power Co.*, 401 U.S. 424, 434, 91 S.Ct. 849, 855 (1971); *Udall v.*
7 *Tallman*, 380 U.S. 1, 16, 85 S.Ct. 792, 801 (1965)). Based on the above, the court concluded
8 that because the Municipal Court's approach resulted in the garnishment of an amount in excess
9 of 25 percent of the disposable earnings, it violated federal standards. *Id.*

10 The court then considered whether it needed to go so far as to permanently enjoin the
11 Municipal Court and its clerk from doing anything that had the practical effect of subjecting an
12 amount of greater than 25 percent of the employee's disposable earnings to garnishment in any
13 given pay period. *Id.* Citing and referencing the judge's commentary in *Hodgson*, 349 F.Supp.
14 at 1137, the court indicated that §§ 1673(c) and 1676 may be *fairly read to constitute express*
15 *authorization from Congress to issue an injunction against a State court* and "that the
16 Consumer Credit Protection Act 'can be given its intended scope only by the stay of state court
17 proceedings if that is necessary.'" *Id.* (citing *Hodgson* at 1137). The *Donovan* court then stated
18 that it had no assurances that the parties were willing to comply with Federal law on garnishment
19 restrictions and, as a result, concluded that injunctive relief was necessary. *Id.* Accordingly, the
20 *Donovan court enjoined the lower court*, its clerk, and its employees from issuing garnishments:

21 that, alone or in conjunction with pre-existing garnishments, subject to
22 garnishment *an amount in excess of twenty-five percent of the debtor's*
23 *disposable earnings in any given pay period, notwithstanding the fact that the*
debtor may not have claimed the exemption provided for in § 1673(a). *Id.*
(emphasis added).

24 *Lough v. Robinson*

25 The *Lough* court confirmed once again that "garnishment" is defined as "any legal or
26 equitable procedure through which the earnings of any individual are required to be withheld for
27 payment of any debt." *Lough v. Robinson*, 111 Ohio App. 3d 149, 153, 675 N.E.2d 1272, 1274
28 (1996) (citing 15 U.S.C. § 1672(c)). A support order, as mentioned in U.S. Code, Section

1 1673(b), Title 15 is a debt and therefore falls within the meaning of garnishment in Section 15
2 U.S.C. 1672(c). *Id.* (citing *Marshall v. Dist. Court for the Forty—First Judicial Dist.*, 444
3 F.Supp. 1110, 1116 (E.D. Mich. 1978); *Marco v. Wilhelm*, 13 Ohio App.3d 171, 173, (1983);
4 *Long Island Trust Co.*, 647 F.2d at 341). To hold otherwise would frustrate the intention of
5 Congress in drafting the Consumer Credit Protection Act. *Id.* (citing *Long Island Trust Co.*,
6 *supra*). Moreover, if “support orders” were not included within the meaning of “garnishment,”
7 up to ninety percent of appellant’s income — sixty-five percent for a support order and twenty-
8 five percent for a garnishment — could be withheld. *Id.* This would likely lead appellant or one
9 in his position to the bankruptcy courthouse door, which would further frustrate the intention of
10 Congress to reduce bankruptcies caused by garnishment orders. *Id.*

11 Beyond the above, one of the main issues in *Lough v. Robinson* was whether disposable
12 earnings should have been withheld after the support withholding. 111 Ohio App. 3d 149, 155-
13 56, 675 N.E.2d 1272, 1276-77 (1996). The *Lough* court held:

14 twenty-five percent of appellant’s disposable earnings minus the amount of the
15 support order yields a negative number. Therefore, ***the entire amount that was***
16 ***withheld by the employer for the creditor garnishment was excess and should***
have been returned to appellant. *Id.*

17 The court further indicated that a garnishment for support will serve to bar a creditor
18 garnishment if the garnishment for support is for 25 percent or more of the disposable earnings.
19 *Id.* If the garnishment for support is for less than 25 percent, then the creditor has the right to
20 garnish what is left of the 25 percent of the disposable earnings after calculating the support
21 withholding. *Id.* (citations omitted). The court further elaborated that if support orders were not
22 considered garnishments for calculation purposes, the result would be garnishments of up to
23 25 percent along with support orders of up to sixty-five percent, which would equate to 90% of a
24 person’s disposable earnings and violative of the Consumer Credit Protection Act. *Id.*

25 The *Lough* court held the employee was subject to a support order that amounted to 38%
26 of his disposable earnings and, consequently, no creditor garnishments were allowable because
27 the support withholding exceeded 25 percent of the employee’s disposable earnings. *Id.* As a
28 result, ***any prior amounts withheld exceeding 25 percent were to be returned to the employee.***

1 *Id.* The court further observed that limitations on creditor garnishments do not leave a creditor
2 powerless to collect. *Id.* Rather, “the Consumer Credit Protection Act and analogous state laws
3 only restrict the garnishment of wages and do not purport to immunize the debtor’s other assets.”
4 *Id.* (citations omitted). The trial court’s decision was reversed. *Id.*

5 **Summary Regarding Application of Garnishment Restrictions**

6 The above cases are applicable to this case because they detail and discuss the correct
7 application of the Federal garnishment restrictions, which Nevada state law, not only mirrors, but
8 may not broaden. In other words, *under the Supremacy Clause and 15 U.S.C. § 1673(c), Mona*
9 *can end up no worse under Nevada law than he does under the Consumer Protection Act.*
10 And, under Federal law, when a support obligation and creditor garnishment are in play at the
11 same time, no withholding of wages is allowed for the creditor garnishment if the support
12 obligation takes priority and exceeds 25% of the debtor’s disposable earnings. Nevada state law
13 may limit these percentages more, but may not broaden or enforce any process in violation of
14 these percentages.

15 Below Mona discusses how Nevada law mirrors Federal law and how the law further
16 impacts the present case.

17 **D. NEVADA GARNISHMENT RESTRICTIONS MIRROR THE CONSUMER**
18 **CREDIT PROTECTION ACT AND, LIKEWISE, DISALLOW FAR WEST’S**
GARNISHMENT EFFORTS ON MONA’S WAGES.

19 Based on the Supremacy Clause and 15 U.S.C. § 1673(c), it would make sense for
20 Nevada to establish garnishment restrictions that at least mirror the Federal restrictions, which is
21 exactly what the Nevada Legislature has done. Nevada’s limitations are found in NRS 31.295.
22 Pursuant to NRS 31.295(2), the:

23 maximum amount of the aggregate disposable earnings of a person which are
24 subject to garnishment may not exceed: (a) Twenty-five percent of the person’s
disposable earnings for the relevant workweek . . . NRS 31.295(2).

25 Thus, exactly like 15 U.S.C. § 1673, Nevada limits withholdings from creditor garnishments to
26 25% of disposable earnings. *Compare* NRS 31.295(2) and 15 U.S.C. § 1673(a). Like 15 U.S.C.
27 § 1673, NRS 31.295 also contains support obligation exceptions to the 25% limitation. Pursuant
28 to subsections 3 and 4 of NRS 31.295, the 25% restriction does not apply in the case of any

1 “order of any court for the support of any person.” NRS 31.295(3)(a). In such a situation, the
2 maximum amount of disposable earnings subject to withholding to enforce any order for the
3 support of any person may not exceed 60%, which mirrors the Federal limitation in 15 U.S.C. §
4 1673(b)(2)(B). *Compare* NRS 31.295(4)(b) and 15 U.S.C. § 1673(b)(2)(B). As a result, the
5 Nevada and Federal limitations mirror one another. Thus, the results when determining
6 garnishment limitations under Nevada law should mirror Federal law limitations.

7
8 **E. IF FAR WEST RECEIVES THE WITHHOLDING IT IS SEEKING, THE
RESULT WILL VIOLATE FEDERAL AND NEVADA LAW.**

9 To show the violation of Nevada and Federal law that will result if Far West receives the
10 withholding it is seeking, Mona has provided the illustrations below. Specifically, Mona is
11 subject to a support order withholding of \$10,000 per month (\$4,615.39 bi-weekly) and his bi-
12 weekly earnings are \$12,692.31. Thus, as the Court knows from the law detailed above, to
13 handle this scenario:

- 14 • First, Mona’s disposable earnings must be determined (\$7,523.78).
- 15 • Second, there must be a calculation of the support withholding in relation
16 to the disposable earnings (currently 61% calculated as follows: \$4,615.39
[support withholding] / \$7,523.78 [disposable earnings] = .613).
- 17 • Third, the resulting percentage in step two above must be compared to the
18 limitations set forth in NRS 31.295 and 15 U.S.C. § 1673(b)(2)(B).
- 19 • Fourth, if on comparison, the resulting percentage in step two (61%)
20 exceeds 25%, then Far West is not entitled to any withholding and its
wage garnishment is invalid under Nevada and Federal law.

21 To further emphasize this conclusion, Mona has included an illustration below to
22 summarize and depict the correct and appropriate withholdings and calculations.

23 ***1. Proposed Withholdings Calculations Violating Federal and Nevada Law***

24	Biweekly salary	\$12,692.31	
25	Deductions	-\$4,443.53	(income tax, social security, and Medicare)
26	<u>Fed. Minimum wage</u>	-725.00	
27	Disposable earnings	\$7,523.78	
28	25% of disp. earnings	-\$1,880.95	(\$7,523.78 [disposable earnings] X .25 [25% earnings restriction] = \$1,880.95) (demanded amt. to Far West)

1 because 86% of Mona's disposable earnings will be withheld when the maximum withholding
2 when a support order is in play is 60%. NRS 31.295(4)(b) and 15 U.S.C. § 1673(b)(2)(B). And,
3 "*No court . . . may make, execute, or enforce any order or process in violation of this section*
4 [15 U.S.C. § 1673]." 15 U.S.C. § 1673(c). Thus, the Court here should affirm Mona's Claim of
5 Exemption.

6 **IV. LEGAL ARGUMENT-MOTION TO DISCHARGE.**

7 Although the Claim of Exemption is sufficient, Mona also addresses NRS 31.045 and
8 NRS 31.200 below. Specifically, pursuant to NRS 31.045(2), Mona is entitled to file a motion
9 requesting the discharge of the writ. And, part of the basis of the claim of exemption, in addition
10 to the arguments above, is that the writ is improper and should have never been issued; the wages
11 proposed to be withheld are exempt because they are in excess of statutory maximums; and, the
12 wages proposed to be withheld are excessive under Federal and Nevada. *See* NRS 31.200. The
13 substance of these arguments is detailed above and throughout the exhibits attached hereto and is
14 incorporated herein by reference. Nevertheless, out of an abundance of caution, Mona reiterates
15 and summarizes the points below.

16 **A. FAR WEST IMPROPERLY AND IMPROVIDENTLY HAD THE WRIT**
17 **ISSUED.**

18 Far West knows that its garnishment expired after 120 days. This is why it issued
19 another garnishment. Far West also knows that Mona has an ongoing support obligation to
20 Rhonda Mona that replaced Far West's garnishment in first position once the garnishment
21 expired on October 29, 2016. As a result, Far West improperly sought and obtained the current
22 garnishment because with the support obligation taking first position, the garnishment has no
23 impact without violating Nevada and Federal law. Indeed, Mona established and argued
24 repeatedly above that because the support order took priority and equated to more than 25% of
25 Mona's disposable earnings, which is the maximum amount that could be subject to a wage
26 garnishment under Federal and Nevada law, that Far West was not entitled to anything. *See*
27 NRS 31.295(2) and 15 U.S.C. § 1673(a). Thus, Mona's brief has addresses the impropriety of
28 Far West's garnishment and he again incorporates herein by reference said arguments.

1 **B. THE WAGES FAR WEST IS PROPOSING TO GARNISH ARE EXEMPT**
2 **FROM EXECUTION BECAUSE THEY EXCEED ALLOWED STATUTORY**
3 **MAXIMUMS.**

4 Federal and Nevada law set forth garnishment restrictions and exemptions of which
5 Mona will not receive the benefit if Far West gets what it demands. Mona addressed repeatedly
6 throughout this brief that his wages are exempt from execution because the support order now
7 has priority and exceeds 25% of his disposable earnings. After all, a significant portion of this
8 brief has been dedicated to establishing that Far West's proposal will result in 86% of Mona's
9 disposable earnings being withheld when 25% is the maximum for wage garnishments. In
10 summary, Nevada's limitations are found in NRS 31.295. Pursuant to NRS 31.295(2), the:

11 maximum amount of the aggregate disposable earnings of a person which are
12 subject to garnishment may not exceed: (a) Twenty-five percent of the person's
13 disposable earnings for the relevant workweek . . . NRS 31.295(2).

14 Thus, exactly like 15 U.S.C. § 1673, Nevada limits withholdings from creditor garnishments to
15 25% of disposable earnings. *Compare* NRS 31.295(2) and 15 U.S.C. § 1673(a). Like 15 U.S.C.
16 § 1673, NRS 31.295 also contains support obligation exceptions to the 25% limitation. Pursuant
17 to subsections 3 and 4 of NRS 31.295, the 25% restriction does not apply in the case of any
18 "order of any court for the support of any person." NRS 31.295(3)(a). In such a situation, the
19 maximum amount of disposable earnings subject to withholding to enforce any order for the
20 support of any person may not exceed 60%, which mirrors the Federal limitation in 15 U.S.C. §
21 1673(b)(2)(B). *Compare* NRS 31.295(4)(b) and 15 U.S.C. § 1673(b)(2)(B). Therefore, the
22 Nevada and Federal limitations mirror one another and so should the results when determining
23 garnishment limitations under Nevada and Federal law. As a result, the withholdings Far West
24 demands are exempt.

25 **C. THE LEVY RESULTING FROM FAR WEST'S PROPOSAL IS EXCESSIVE.**

26 One of Mona's primary arguments herein is that the garnishment will result in excessive
27 withholdings. To illustrate this point, Mona identified and explained the garnishment restrictions
28 and analyzed them in relation to the circumstances of this case. The result, based on Far West's

proposal, was an 86% withholding of Mona's disposable earnings. This is excessive and Mona incorporates herein the related arguments throughout the brief.

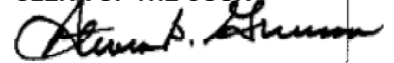
V. CONCLUSION.

Based on the foregoing, the Court should grant the Claim of Exemption.

Dated this 23rd day of May, 2017.

MARQUIS AURBACH COFFING

By /s/ Tye S. Hanseen
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1 **OBJ**

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Attorneys for Plaintiff Far West Industries

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 FAR WEST INDUSTRIES, a California
13 corporation,

14 Plaintiff,

15 v.

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

21 Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

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

25 Plaintiff Far West Industries ("Far West"), by and through its counsel, F. Thomas
26 Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm of Holley Driggs Walch Fine Wray
27 Puzey & Thompson, hereby files this Objection to Claim of Exemption ("Objection") filed by
28 Defendant Michael J. Mona, Jr. ("Mr. Mona") pursuant to Chapter 21 of the Nevada Revised
Statutes and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b). Plaintiff further
requests that this matter be heard on shortened time pursuant to EDCR 2.26, as NRS 21.112(6)
requires that this Objection be heard within seven (7) judicial days after filing with the related

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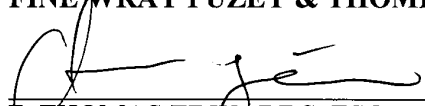
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notice of hearing.

This Objection is supported by the following Memorandum of Points and Authorities, Declaration of Andrea M. Gandara, Esq. in support of the 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), any exhibits incorporated herein, the papers and pleadings on file herein, including, but not limited to, (1) Plaintiff Far West Industries' Motion for Determination of Priority of Garnishment, filed on February 16, 2016, (2) 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 March 14, 2016, (3) Plaintiff Far West Industries' Objection to Claim of Exemption from Execution on an Order Shortening Time, filed on July 21, 2016, and (4) Reply in Support of Plaintiff Far West Industries' Objection to Claim of Exemption from Execution on an Order Shortening Time, filed on July 29, 2016, and any such oral argument as this Court may entertain.

Dated this 5th day of June, 2017.

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON


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

Attorneys for Plaintiff Far West Industries

ORDER SHORTENING TIME

This Court, having examined the 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) ("Objection") and the supporting Declaration of Andrea M. Gandara, Esq., and being fully advised in the matter, and good cause appearing,

IT IS HEREBY ORDERED that the hearing on the Objection shall be heard on the 14th day of June, 2017, at the hour of 9:00 a.m. in Department 15 of this Court.

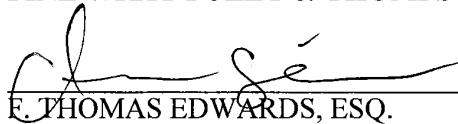
IT IS FURTHER ORDERED that the Objection with this Order Shortening Time shall be served no later than the 6th day of June, 2017.

Dated this 5th day of June, 2017.


DISTRICT COURT JUDGE

Respectfully Submitted By:

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


E. THOMAS EDWARDS, ESQ.

Nevada Bar No. 9549
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DECLARATION OF ANDREA M. GANDARA, ESQ. IN SUPPORT OF OBJECTION TO CLAIM OF EXEMPTION FROM EXECUTION ON AN ORDER SHORTENING TIME

I, ANDREA M. GANDARA, ESQ., declare as follows:

1. I am an attorney duly licensed to practice law in the state of Nevada and an associate of the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson. I am one of the attorneys for Plaintiff Far West Industries (“Far West”) in the above-captioned matter.

2. I am over eighteen (18) years of age and competent to testify to the matters set forth herein.

3. I make this Declaration based upon my personal knowledge except as to those matters indicated to be based upon information and belief and as to those matters I believe them to be true and correct.

4. I am submitting this Declaration in support of Plaintiff Far West Industries’ Objection to Claim of Exemption from Execution on an Order Shortening Time and Motion for Attorney Fees and Costs Pursuant to NRS 18.010(2)(b) (“Objection”).

5. On or about April 27, 2012, Far West obtained a fraud Judgment of \$18,130,673.58 against Mr. Mona and others. *See generally* Judgment, attached to Applica[t]ion for Foreign Judgment, filed in the above-captioned matter on October 18, 2012; *see also* Findings of Fact and Conclusions of Law¹, a true and correct copy of which is attached hereto as **Exhibit 1**.

6. In this case, Far West moved for a determination from the Court regarding the priority of its garnishments of Mr. Mona’s earnings from his employer, CannaVest Corp., now know as CV Sciences, Inc. (“CV”), ahead of alimony payments to Mr. Mona’s ex-wife Rhonda Mona (“Ms. Mona”). *See* Plaintiff Far West Industries’ Motion for Determination of Priority of Garnishment (“Priority Motion”), filed 2/16/2016. Mr. Mona filed an Opposition to Far West’s Motion for Determination of Priority of Garnishment and Countermotion to Discharge

¹ Far West requests that the Court take judicial notice of the Findings of Fact and Conclusion pursuant to NRS 47.130.

Garnishment and for Return of Proceeds (“Mona Priority Opposition”). See Mona Priority Opposition, filed March 4, 2016.

7. On June 21, 2016, the Court issued an 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 (“Priority Order”). See Priority Order, entered on 6/21/2016, attached hereto as **Exhibit 2**.

8. In its Priority Order, the Court ordered “that [Far West]’s garnishment takes priority over Ms. Mona’s alimony claim.” See Priority Order, 5:19-20 (emphasis added). The Court further ordered “that [Far West] is entitled to garnish 25% of [Mr. Mona]’s disposable earnings, calculated by subtracting federal taxes, Social Security, and Medicare from [Mr. Mona]’s biweekly earnings. Any amount in excess of 25% of [Mr. Mona]’s disposable earnings may be applied to satisfy Ms. Mona’s alimony claim.” See Priority Order, 5:21-6:2 (emphasis added).

9. In its analysis the Court stated, “Plaintiff’s April 27, 2012 judgment clearly pre-dates the July 23, 2015 Divorce Decree. Even if the date of Plaintiff’s first garnishment is used as the date for determining priority, Plaintiff’s interest would still be first in time, as Plaintiff’s first garnishment of Defendant’s wages occurred on December 13, 2013.” See Priority Order, at 3:16-20.

10. The Court further stated, “Ms. Mona’s alimony, paid ‘via a direct wage assignment’ through Defendant’s employer, takes priority only if it represents consideration for an antecedent debt or present advance. In this case, **Defendant’s obligation under the Decree of Divorce represents only a court order to pay monthly alimony to Ms. Mona, and was not ordered as consideration for an antecedent debt or present advance.** Thus, Plaintiff’s judgment still takes priority even under this analysis.” See Priority Order, at 4:2-7 (emphasis added).

11. On May 9, 2017, the Laughlin Township Constable’s Office served a Writ of Garnishment for Mr. Mona’s earnings on CV and mailed Notice of Execution to Mr. Mona’s

counsel. *See* Affidavits of Service, true and correct copies of which are attached hereto as **Exhibits 3 and 4.**

12. On or about May 23, 2017, Mr. Mona filed a Claim of Exemption from Execution (“Exemption Claim”) related to Far West’s Writ of Garnishment of his CV earnings. *See* Exemption Claim, filed 5/23/2017. Mr. Mona also filed a Memorandum of Points and Authorities in Support of Claim of Exemption and Motion to Discharge Garnishment (“Exemption Memorandum”) that essentially rehashes the same arguments overruled in this Court’s Priority Order, including the same case law and analysis regarding priority of garnishments and assignments. *See* Exemption Memorandum, filed 5/23/2017, at Pages 3-30.

13. Pursuant to NRS 21.112(6), “[u]nless the court continues the hearing for good cause, the hearing on an objection to a claim of exemption to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim and notice for hearing is filed.”

14. The seven-day deadline under NRS 21.112(6) requires a hearing regarding this Objection on or before June 13, 2017.

15. Therefore, Far West respectfully requests that this Court allow the Objection to be heard on shortened time pursuant to EDCR 2.26.

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

DATED this 5th day of June, 2017.


ANDREA M. GANDARA, ESQ.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Mr. Mona's relentless efforts to evade Far West's lawful execution on its multi-million dollar fraud judgment against him must be put to an end. In complete contravention to this Court's detailed order that set forth why Far West's garnishments have priority over Ms. Mona's alimony payments, Mr. Mona continues to revive his rejected arguments in the Exemption Claim. Effectively, Mr. Mona is arguing that because of his sham divorce through which he gave essentially all of his assets to his wife and granted her a \$10,000 alimony assignment, he is now judgment proof.

Mr. Mona's arguments for why Far West should be subordinated are not supported by Nevada's exemption scheme, Nevada case law regarding garnishments and assignments, or equity. As the Court previously determined, it is entirely consistent with federal and Nevada law for Far West to collect 25% of Mr. Mona's earnings before Ms. Mona receives payment for her alimony assignment. Therefore, this Objection should be sustained, Mr. Mona's claim of exemption should be denied, and the Constable's Office should be directed to remit CV's withholdings from Mr. Mona's earnings to Far West.

Far West is further seeking an order denying Mr. Mona's exemption with prejudice to prevent him from revisiting this same priority issue every time that Far West serves a Writ of Garnishment, which only serves to waste judicial resources. Finally, Far West is entitled to an award of attorney fees and costs under NRS 18.010 for having to defend against Mr. Mona's baseless Exemption Claim.

II. RELEVANT FACTS

On or about April 27, 2012, Far West obtained a fraud Judgment of \$18,130,673.58 against Mr. Mona and others. *See generally* Judgment, attached to Applica[t]ion for Foreign Judgment, filed in the above-captioned matter on October 18, 2012. That Judgment is now nearing \$27 million with accrued interest. *See* Writ of Execution, attached as **Exhibit Y** to Appendix of Exhibits Attached to Memorandum of Points and Authorities in Support of Claim of

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Exemption and Motion to Discharge Garnishment filed on April 20, 2017 (“Appendix”) (reflecting net balance of Judgment is \$26,732,578.25).

During the judgment collection proceedings in this case, Mr. Mona and his then-wife Ms. Mona testified that they had no plans to divorce at prior judgment debtor examinations held on June 26, 2015 and June 30, 2015, respectively. However, Ms. Mona conveniently filed for divorce on July 2, 2015, just two days after this Court issued an Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in Contempt (“Order to Show Cause”), filed on June 30, 2015, and obtained the Decree of Divorce in less than one month, on July 23, 2015. In the Decree of Divorce (“Divorce Decree”), it states that Ms. Mona will receive \$10,000.00 per month alimony that “shall be paid via direct wage assignment through Husband’s employer.” See Divorce Decree, filed July 23, 2015, Ex. B to Appendix, at 3:12-16 (emphasis added). This assignment of wages through the Divorce Decree was court ordered, as opposed to consideration for an antecedent debt or present advance.

In this case, Far West moved for a determination from the Court regarding the priority of its garnishments of Mr. Mona’s earnings from his employer, CannaVest Corp., now known as CV, ahead of alimony payments to Ms. Mona. See Priority Motion, filed 2/16/2016.

On June 21, 2016, the Court issued its Priority Order ruling “**that [Far West]’s garnishment takes priority over Ms. Mona’s alimony claim.**” See Priority Order, 5:19-20 (alteration and emphasis added). The Court further ordered “**that [Far West] is entitled to garnish 25% of [Mr. Mona]’s disposable earnings**, calculated by subtracting federal taxes, Social Security, and Medicare from [Mr. Mona]’s biweekly earnings. Any amount in excess of 25% of [Mr. Mona]’s disposable earnings may be applied to satisfy Ms. Mona’s alimony claim.” See Priority Order, 5:21-6:2 (emphasis added).

In its analysis the Court stated, “Plaintiff’s April 27, 2012 judgment clearly pre-dates the July 23, 2015 Divorce Decree. **Even if the date of Plaintiff’s first garnishment is used as the date for determining priority, Plaintiff’s interest would still be first in time**, as Plaintiff’s

1 first garnishment of Defendant's wages occurred on December 13, 2013." *See* Priority Order, at
2 3:16-20 (emphasis added).

3 The Court further stated, "Ms. Mona's alimony, paid 'via a direct wage assignment'
4 through Defendant's employer, takes priority only if it represents consideration for an antecedent
5 debt or present advance. In this case, **Defendant's obligation under the Decree of Divorce**
6 **represents only a court order to pay monthly alimony to Ms. Mona, and was not ordered as**
7 **consideration for an antecedent debt or present advance. Thus, Plaintiff's judgment still**
8 **takes priority even under this analysis."** *See* Priority Order, at 4:2-7 (emphasis added).

9 On May 9, 2017, the Laughlin Township Constable's Office served Far West's Writ of
10 Garnishment for Mr. Mona's earnings on CV and mailed Notice of Execution to Mr. Mona's
11 counsel. *See* Affidavits of Service, Exs. 3 and 4.

12 Despite the Court finding in its detailed analysis that Far West's garnishment has priority
13 position over Mr. Mona's alimony as to Mr. Mona's wages from CV, on May 23, 2017, Mr.
14 Mona filed a Claim of Exemption from Execution ("Exemption Claim") related to Far West's
15 Writ of Garnishment of his CV earnings. *See* Exemption Claim, filed 5/23/2017. Mr. Mona also
16 filed an Exemption Memorandum that essentially rehashes the same arguments overruled in this
17 Court's Priority Order, including the same case law and analysis regarding priority of
18 garnishments and assignments. *See* Exemption Memorandum, filed 5/23/2017, at Pages 3-30.

19 20 II. LEGAL ARGUMENT

21 A. Based on the Court's Priority Order, Mr. Mona's Claim of Exemption Must 22 Be Denied With Prejudice.

23 Mr. Mona is yet again revisiting failed arguments to prevent Far West from lawfully
24 executing on its Judgment when this Court has concluded Far West's garnishment has priority
25 over Ms. Mona's alimony for at least three reasons. First, Far West's April 27, 2012 Judgment
26 predated Ms. Mona's alimony assignment on July 23, 2015 by more than three years, making Far
27 West's interest first in time. *See* Priority Order, at 3:16-20. Second, Far West's garnishments
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beginning on December 13, 2013 predated the alimony assignment by more than 18 months, again making Far West’s interest first in time. *See* Priority Order, at 3:16-20. Third, the fact that Ms. Mona’s alimony assignment is not for an antecedent debt or present advance means that it is subordinate in priority to Far West’s garnishment, regardless of the timing. *See* Priority Order, at 4:2-7.

The Court should reject Mr. Mona’s attempt to seek reconsideration of the Priority Order untimely and improper pursuant to EDCR 2.24(b) because the deadline to file such a motion expired on July 8, 2016 and even considering the merits of Mr. Mona’s arguments they have been considered and summarily rejected by the Court. Moreover, under NRS 21.112(6), Mr. Mona as the judgment debtor failed to meet his burden to prove that he is entitled to the claimed exemption because the Court’s final Priority Order grants Far West priority to garnish 25% of Mr. Mona’s disposable earnings from CV calculated by subtracting only federal taxes, Social Security, and Medicare from his biweekly earnings in compliance with NRS 31.295(2) and 11 U.S.C. § 1673(a). *See* Priority Order, 5:21-6:1. Mr. Mona’s arguments are nothing but a waste of judicial resources which his Claim of Exemption should be denied with prejudice and Far West be granted its attorney fees and costs.

Mr. Mona re-argues that Far West’s judgment lost priority after the writ of garnishment expired on or about October 29, 2016. However, in the Priority Order, the Court expressly considered and rejected this argument as to expiration of writs of garnishment, finding that under any measure articulated in *First Interstate Bank of Cal. v. H.C.T.*, 108 Nev. 242, 828 P.2d 405 (1992):

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

1 The Court in *First Interstate* further provided that as between an
 2 assignment and a garnishment, an assignment “takes priority over a
 3 writ of garnishment only to the extent that the consideration given
 4 for the assignment represents an antecedent debt or present
 5 advance.” Under this test, Ms. Mona’s alimony, paid “via a direct
 6 wage assignment” through Defendant’s employer, takes priority
 7 only if it represents consideration for an antecedent debt or present
 8 advance. **In this case, Defendant’s obligation under the Decree
 of Divorce represents only a court order to pay monthly
 alimony to Ms. Mona, and was not ordered as consideration
 for an antecedent debt or present advance. Thus, Plaintiff’s
 judgment still takes priority even under this analysis.**

8 See Priority Order, at 3:13-4:7 (footnotes omitted and emphasis added).

9 Thus, Far West maintains priority over the Divorce Decree regardless of the expiration of
 10 the writ of garnishment.

11 Mr. Mona further re-argues that other states give priority to spousal support orders. In
 12 the Priority Order, the Court expressly considered these arguments and rejected them, finding
 13 that Nevada law does not give priority to spousal support orders:

14 Defendant identifies several states that grant garnishment priority
 15 to spousal support orders. However, applying such a priority to
 16 Ms. Mona’s alimony is not supported by Nevada law, which
 17 provides garnishment priority solely to child support orders. Thus,
 18 unlike the cases cited by Defendant, it is inappropriate to award
 19 priority to Ms. Mona’s alimony claim because such a priority is
 20 simply not supported by Nevada law. Since Ms. Mona’s alimony
 21 claim is not automatically entitled to priority under Nevada law,
 22 this Court has discretion to determine priority between Plaintiffs
 23 garnishment and Ms. Mona’s alimony claim pursuant to NRS
 24 31.249.

20 See Priority Order, at 3:4-11.

21 Mr. Mona re-argues that giving Far West priority violates federal law. In the Priority
 22 Order, the Court expressly considered Mr. Mona’s arguments and rejected them, finding that
 23 Nevada law is consistent with federal law.

24 Under federal law the maximum amount of wages that may be
 25 garnished in any workweek may not exceed either (1) 25% of an
 26 individual’s disposable earnings or (2) the amount by which the
 27 individual’s disposable earnings for that week exceed thirty times
 28 the Federal minimum hourly wage, whichever is less. In the event
 of a garnishment pursuant to an order for the support of a person,
 the maximum aggregate disposable earnings of an individual,

where such individual is not supporting a spouse or dependent child, may not exceed 60% of the individual's disposable earnings for that week. When an issue arises as to multiple garnishments, priority is determined by state law or other federal law.

Nevada law mirrors the provisions set forth in 15 U.S.C. § 1673, and states that the aggregate disposable earnings subject to garnishment may not exceed 25%, with a maximum of 60% where there is an order for the support of a person. As to priority of claims, **Nevada law gives the Court discretion in determining the priority and method of satisfying claims, except that any writ to satisfy a judgment for child support must be given first priority pursuant to NRS 31.249(5).**

See Priority Order, at 2:13-3:11 (emphasis added).

The Department of Labor's implementing regulations, later codified in the Code of Federal Regulations, further confirms that priority is a state law matter in absence of another applicable federal law and provides an example directly on point with Far West's request for priority in the Motion:

Compliance with the provisions of section 303(a) and (b) [15 U.S.C. § 1673(a) and (b)] may offer problems when there is more than one garnishment. In that event the priority is determined by State law or other Federal laws as **the CCPA contains no provisions controlling the priorities of garnishments.** However, in no event may the amount of any individual's disposable earnings which may be garnished exceed the percentages specified in section 303. To illustrate:

...

(iii) **If 25% of an individual's disposable earnings were withheld pursuant to an ordinary garnishment which is subject to the restrictions of section 303(a), and the garnishment has priority in accordance with State law, the Consumer Credit Protection Act permits the additional garnishment for the support of any person of only the difference between 25% and the applicable percentage (50-65%) in the above quoted section 303(b).**

29 C.F.R. § 870.11(b)(2) and (b)(2)(iii) (emphasis added).

This federal regulation clearly shows that an ordinary garnishment may have priority over an assignment for the support of former spouse, as allowed by state law. Stated alternatively, this federal regulation conclusively shows that federal law does **not** require priority for an

1 assignment for support of a former spouse. In fact, the proper calculation method for the *exact*
2 situation at hand in this case is succinctly provided for in the Code of Federal Regulations.
3 However, because Mr. Mona does not like the result dictated by the Code of Federal
4 Regulations, he refuses to acknowledge that it is completely permissible under federal law.

5 Mr. Mona's argument that the alimony assignment is considered a garnishment under
6 federal law is irrelevant. Here, the Divorce Decree expressly states that the alimony is to be paid
7 "via a direct wage assignment." See Divorce Decree, Ex. B to Appendix, at 3:16. The Court
8 should reject Mr. Mona's attempt to avoid the clear language in the Divorce Decree that
9 explicitly identifies the alimony award as an assignment. As the Court has already held, priority
10 is a state-specific issue, such that it is irrelevant whether federal law considers an alimony
11 assignment to be a garnishment.

12 Further, the case Mr. Mona cites as support that the alimony award is an antecedent debt,
13 *In re Futoran*, 76 F.3d 265 (9th Cir. 1996), has no bearing on this case because there the Ninth
14 Circuit was evaluating whether future spousal support obligations were antecedent debt for
15 purposes of a fraudulent transfer under 11 U.S.C. § 547(b)(2) of the Bankruptcy Code. In
16 *Futoran*, the debtor ex-husband entered into an agreement to pay his ex-wife \$290,000 in
17 exchange for cancelling his ongoing support obligations of \$6,000 per month and the trustee
18 sought to avoid the buy-out as a preferential transfer to the ex-wife under 11 U.S.C. § 547 of the
19 Bankruptcy Code. 76 F.3d at 266. Here, Mr. Mona and Ms. Mona have not entered in to a buy-
20 out arrangement in exchange for cancelling alimony payments, there is no bankruptcy pending,
21 and a trustee is not seeking to avoid a preference action under Section 547 of the Bankruptcy
22 Code.

23 The *Fed. Deposit Ins. Co. v. Malin* decision Mr. Mona cites is similarly inapposite here.
24 802 F.2d 12 (2d Cir. 1986). In the *Malin* case, the Second Circuit considered a case where the
25 FDIC sought to set aside an ex-husband's transfer of real property as a fraudulent conveyance
26 and concluded that under well settled New York state law that the ex-husband's obligation to
27 provide support to his wife is an antecedent debt for purposes of fair consideration. *Id.* at 18.

1 This case provides no analysis of garnishments, assignments, or priority between the two nor has
 2 Mr. Mona cited any controlling Nevada law that supports the proposition set forth in *Malin*. In
 3 sum, Mr. Mona failed to provide any legal basis to reverse the Court's prior ruling that the
 4 alimony assignment to Ms. Mona is not based upon an antecedent debt or present advance. *See*
 5 Priority Order, at 4:2-7.

6 Finally, Mr. Mona re-argues that Far West's writ of garnishment should be discharged
 7 based upon the same arguments identified above, which have expressly rejected by the Court or,
 8 as to the service arguments, are baseless. In the Priority Order, the Court expressly considered
 9 the Mona's arguments and rejected them, finding that:

10 In his countermotion, Defendant incorporates by reference the
 11 "facts, law, and analysis" included in his Opposition, but does not
 12 specifically address which, if any, of the three parameters of NRS
 13 31.200 he bases his motion. . . . Furthermore, there are no facts
 14 supporting Defendant's countermotion for discharge under NRS
 15 31.200."

16 *See* Priority Order, at 5:1-3; 5:13-15.

17 Based upon the foregoing, Mr. Mona's Claim of Exemption and Motion to Discharge
 18 Garnishment and Execution should be denied.

19 **B. Far West Should Be Awarded Attorney Fees and Costs Pursuant to NRS**
 20 **18.010(2)(b) as Mr. Mona Filed the Claim of Exemption Without a**
 21 **Reasonable Basis.'**

22 NRS 18.010 states:

23 NRS 18.010 Award of attorney's fees.

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

27 (b) Without regard to the recovery sought, **when the court**
 28 **finds that the claim, counterclaim, cross-claim or third-party**
complaint or defense of the opposing party was brought or
maintained without reasonable ground or to harass the
prevailing party. The court shall liberally construe the
provisions of this 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 limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

NRS 18.010(2)(b) (emphasis added).

In this case, there can be no genuine dispute that Mr. Mona's Exemption Claim lacks any merit and should have never been filed when this Court's Priority Order explicitly overruled the substance of the arguments raised in the Exemption Memorandum. The priority issue has been fully litigated and finally decided by the Court and therefore Mr. Mona had not reasonable basis to support filing the Exemption Claim. The Court should also take into account Mr. Mona's proven history of fraud, fraudulent transfers and egregious misconduct in this case that clearly shows he is not taking this proceeding seriously and instead will stop at nothing to prevent Far West from satisfying its judgment against him. *See* Findings of Fact and Conclusions of Law, Ex. 1 (detailing Mr. Mona's fraud); Order Regarding Order to Show Cause Why Accounts of Rhonda Mona Should Not Be Subject to Execution and Why the Court Should Not Find Monas in Contempt, entered 7/15/2015, and Order Regarding Motion for Protective Order on Order Shortening Time, entered on 6/17/2015. Thus, Far West should be awarded attorney fees and costs.

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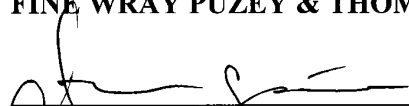
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III. CONCLUSION

In conclusion, Far West respectfully requests that this Court enter an order (1) sustaining this Objection, (2) denying Mr. Mona's Second Exemption Claim, (3) directing the Constable's Office to remit CV's withholdings from Mr. Mona's earnings to Far West; and (4) granting its attorney fees and costs.

Dated this 5th day of June, 2017.

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


E. THOMAS EDWARDS, ESQ.
Nevada Bar No. 9549
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Attorneys for Plaintiff Far West Industries

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the 5th day of June, 2017, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing **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)**, in the above matter, addressed as follows:

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 Dylan Ciciliano, Esq.
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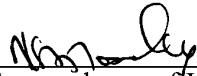
I served the above-named document by hand delivery to the parties listed below:

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

Garnishee

**LAUGHLIN TOWNSHIP CONSTABLE'S
 OFFICE**
 55 Civic Way
 Laughlin NV 89029

Constable



 An employee of Holley Driggs Walch
 Fine Wray Puzey & Thompson

EXHIBIT 1

EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
MAR 06 2012

RDA
MAR 07 2012

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

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

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

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

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

4 **A. Mona Acquires the Project**

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

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B. Mona Distributes Construction Loan Proceeds for Purposes Other than Construction

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

C. RVVA is Also Created at the Same Time

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

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

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

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

10 **D. Mona Solicits World Development's Participation**

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

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

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

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

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

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

19 **E. The Project**

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

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

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

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

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

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

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

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

10 **H. January of 2006**

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

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

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

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

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

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

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

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

I. Far West Expresses Interest in the Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 69. That proof of Guaranty was sent by Maize to Far West with a copy to Mona and
9 containing a note stating that a "copy of the loan extension with the Guarantee is
attached- Condition met" (referring to proof of Mona's personal Guaranty as a condition
precedent to escrow closing).

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

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

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

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

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

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

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

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

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

1 **K. May of 2006**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 98. The combined purchase price under the agreements was \$6,430,961.45. Escrow for
17 72 of the lots closed on June 9, 2006, and escrow for the remaining 4 lots closed on
18 August 31, 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 130. Those improvements were never constructed.

4 **N. Far West Suffers Damage**

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

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

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

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

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

14 136. With 10% pre-judgment interest through the first day of trial, the grand total is
15 \$16,886,132.16.

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

18 **O. Alter Ego**

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

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

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

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

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

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

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

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

7 **II. Conclusions of Law**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 27. California law governs any alter ego analysis.

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

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

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

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

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

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

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

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

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

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

7 **IV. JUDGMENT TO BE ISSUED**

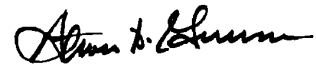
8 Judgment shall issue forthwith against Mona in his individual capacity and as Trustee of
9 the Mona Family Trust, RVN, and World Development in the amount of \$16,886,132.16 plus
10 daily additional damages of \$5,259.75 from September 23, 2011 until entry of Judgment, jointly
11 and severally; this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

15
16 Dated: March 5, 2012

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

EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

1 **ORDR**

2
3
4 **DISTRICT COURT**

5 **CLARK COUNTY, NEVADA**

6
7 FAR WEST INDUSTRIES, a California
8 corporation,

9 Plaintiff,

10 vs.

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

16 Defendants.

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

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

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

27 Plaintiff obtained a judgment of over \$18 million from a California state court against
28 Defendant on April 27, 2012.¹ Plaintiff domesticated the judgment in Nevada and has been

¹ See Judgment, attached as Exhibit 1 to Plaintiff's Motion.

1 garnishing Defendant's wages since December 2013 at approximately \$1,950 on a bi-weekly basis.²
2 In December 2015, Plaintiff obtained a new Writ of Execution for Defendant's earnings, which was
3 served on Defendant's employer on January 7, 2016.³ On January 28, 2016, Plaintiff received
4 Defendant's Interrogatories in response to the Writ of Garnishment indicating that Defendant's
5 weekly gross earnings totaled \$11,538.56, with deductions required by law totaling \$8,621.62.⁴ The
6 deductions required by law excluded from Defendant's gross earnings comprised of federal income
7 tax, Social Security, Medicare, and \$4,615.39 in alimony payments to Defendant's ex-wife, Rhonda
8 Mona ("Ms. Mona").⁵ Based on those deductions, payments to Plaintiff decreased to less than \$750.
9 Plaintiff subsequently filed its Motion for Determination of Priority of Garnishment requesting that
10 this Court establish priority between Plaintiff's garnishment and Ms. Mona's alimony claim.
11

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

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

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

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

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

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

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

⁶ 15 U.S.C. § 1673(a).

⁷ 15 U.S.C. § 1673(b)(2)(B).

⁸ 29 C.F.R. 870.11.

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

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

12 II. Priority of Garnishments

13 Nevada case law regarding priority of garnishments is limited. However, in *First Interstate*
14 *Bank of California v. H.C.T.*, the Nevada Supreme Court held that priority depends on "which
15 interest is first in time," and agreed with a Sixth Circuit case that "the rights of the parties are
16 determined from the date of the award."¹¹ In this case, Plaintiff's April 27, 2012 judgment clearly
17 pre-dates the July 23, 2015 Divorce Decree. Even if the date of Plaintiff's first garnishment is used
18 as the date for determining priority, Plaintiff's interest would still be first in time, as Plaintiff's first
19 garnishment of Defendant's wages occurred on December 13, 2013.¹²

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

24 ⁹ NRS 31.295.

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

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

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

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

7 8 **III. Expiration**

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

16 17 **IV. Defendant’s Motion to Discharge the Writ**

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

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

27 ¹³ *First Interstate Bank of California v. H.C.T.*, 108 Nev. 242, 246 (1992).

28 ¹⁴ See Decree of Divorce 3:12-16, attached as Exhibit 7 to Plaintiff’s Motion.

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

¹⁶ See Defendant’s Opposition and Countermotion at 28:1-11.

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

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

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

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

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

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

24
25 ¹⁷ See Defendant's Opposition 28:9-11.

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

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

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

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

5 DATED this 21st day of June, 2016.

6
7 
8 JOE HARDY
9 DISTRICT JUDGE
10 DEPARTMENT XV

11 **CERTIFICATE OF SERVICE**

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

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

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

EXHIBIT 3

EXHIBIT 3



Laughlin Township Constable's Office

Jordan Ross, Constable

55 Civic Way
Laughlin NV 89029-1563
Administrative Office: 702-298-2311
Website: <http://www.laughlinconstable.org>

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
§
COUNTY OF CLARK)

FOR GENERAL USE - DO NOT USE FOR EVICTIONS

Case Information			
Plaintiff(s)	FAR WEST INDUSTRIES		
Defendant(s)	RIO VISTA NEVADA LLC; WORLD DEVELOPMENT INC; BRUCE MAIZE; MICHAEL MONA JR		
Case #	A-12-670352-F	Department #	XV

Declaration of Service			
The below named affiant, being a duly sworn law enforcement officer in the State of Nevada, deputized by the Laughlin Constable's Office, states: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, is not a party to or interested in the proceeding in which this affidavit is made. That affiant received a copy of the following document(s):			
Document(s)	WRIT OF EXECUTION; WRIT OF GARNISHMENT; NOTICE OF EXECUTION; \$5.00 GARNISHEE CHECK		
receiving said document(s) on the date and time below:			
Date Received	5/6/17	Time	11:40 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
and served true and correct copy or copies of said document(s) at the date and time below:			
Date of Service	5/9/17	Time	1:15 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
and that said document(s) were served in the following manner:			

- ☐ By serving the defendant [NAME] at [ADDRESS], their usual place of work.
- ☐ By serving the defendant [NAME] at [ADDRESS], their usual place of abode.
- ☐ By personally delivering and leaving a copy with [NAME], a person of suitable age and discretion living with the defendant [NAME] at the defendant's usual place of abode located at [ADDRESS].
- ☒ Through and by personally delivering and leaving a copy with Kathleen Kelleher agent for employer for defendant, Michael Mona Jr at the defendant's usual place of business located at 2688 S Rainbow Blvd Ste B, Las Vegas, NV 89146.
- ☐ Affiant was unable to serve defendant.

Reason: _____

Declaration of Affiant			
I declare, on this date of service, under penalty of perjury under NRS 53.045 of the law of the State of Nevada that the foregoing is true and correct.			
Officer Name	Anthony Jeeves		
Officer Signature			
Rank	Civil Enforcement Officer	PIN	1642

EXHIBIT 4

EXHIBIT 4



Laughlin Township Constable's Office

Jordan Ross, Constable

55 Civic Way
Laughlin NV 89029-1563
Administrative Office: 702-298-2311
Website: <http://www.laughlinconstable.org>

AFFIDAVIT OF SERVICE

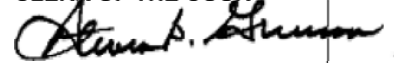
STATE OF NEVADA)
§
COUNTY OF CLARK)

FOR GENERAL USE – DO NOT USE FOR EVICTIONS

Case Information			
Plaintiff(s)	FAR WEST INDUSTRIES		
Defendant(s)	RIO VISTA NEVADA LLC; WORLD DEVELOPMENT INC; BRUCE MAIZE; MICHAEL MONA JR		
Case #	A-12-670352-F	Department #	XV
Declaration of Service			
Ritchie Upton, being a duly sworn law enforcement officer or constable's clerk in the State of Nevada, deputized by the Laughlin Constable's Office, states: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, is not a party to or interested in the proceeding in which this affidavit is made. That affiant received a copy of the following document(s):			
Document(s)	WRIT OF EXECUTION; WRIT OF GARNISHMENT; NOTICE OF EXECUTION		
receiving said document(s) on the date and time below:			
Date Received	5/6/17	Time	11:40 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
and served true and correct copy or copies of said document(s) at the date and time below:			
Date of Service	5/9/17	Time	1:15 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
and that said document(s) were served in the following manner:			
Declaration of Addresses			
Defendant's Usual Place of Work			
Defendant's Usual Place of Abode			
Defendant's Usual Mailing Address			
Defendant's Attorney of Record	MARQUIS, AURBACH, COFFING, 10001 PARK RUN DR, LAS VEGAS, NV 89145		
Recipient of Service By Substitution			
Name of person receiving service by substitution			

Location of Service ☐ work ☐ abode ☐ mailing address ☒ attorney of record ☐
☐ By personally delivering and leaving a copy with a person noted above of suitable age and discretion living or working with or for the defendant [NAME] at the location noted above.
☒ By sending the notice via First Class United States Mail at the address noted above on **May 9, 2017**.
☐ Affiant was unable to serve defendant.

Declaration of Affiant			
I declare, on this date of service, under penalty of perjury under NRS 53.045 of the law of the State of Nevada that the foregoing is true and correct.			
Officer/Clerk Name	Ritchie Upton		
Officer/Clerk Signature			
Rank/Title	Chief Clerk	PIN	2311



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

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

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

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

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

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

Dated this 19th day of July, 2017.

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON



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

CERTIFICATE OF SERVICE

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

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

Attorneys for Defendant Michael J. Mona, Jr.

An employee of Holley Driggs Walch
Fine Wray Puzey & Thompson



ORDER

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

Date of Hearing: June 14, 2017

Time of Hearing: 9:00 a.m.

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

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

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

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

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

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

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

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

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

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

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

6 Based on the foregoing, and good cause appearing,

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

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

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

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

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

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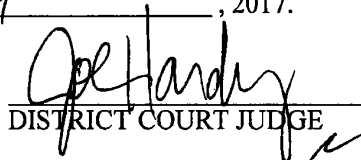
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1 **IT IS FURTHER ORDERED** that Far West's request for attorney fees and costs is
2 **DENIED WITHOUT PREJUDICE.**

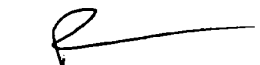
3 **IT IS SO ORDERED.**

4 Dated this 18th day of July, 2017.

5
6 
7 DISTRICT COURT JUDGE

8 Submitted by:

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

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

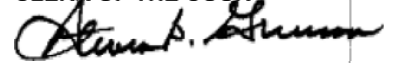
18 *Attorneys for Plaintiff Far West Industries*

Approved as to form by:

MARQUIS AURBACH COFFING

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

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



1 **EAJD**

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

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400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

Attorneys for Plaintiff Far West Industries

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 FAR WEST INDUSTRIES, a California
13 corporation,

14 Plaintiff,

15 v.

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

21 Defendants.

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

**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**

22 Plaintiff Far West Industries ("Plaintiff" or "Far West"), by and through counsel of
23 record, F. Thomas Edwards, Esq. and Andrea M. Gandara, Esq. of the law firm Holley Driggs
24 Walch Fine Wray Puzey & Thompson, files this Ex Parte Motion for Order Allowing a Judgment
25 Debtor Examination of Michael J. Mona, Jr., Individually, and as Trustee of the Mona Family
26 Trust Dated February 12, 2002 ("Motion").

27 ///

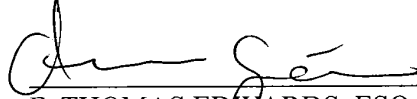
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1 This Motion is based upon the Points and Authorities attached hereto, and the pleadings
2 and papers on file herein.

3 Dated this 16th day of August, 2017.

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

6 

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

13 *Attorneys for Plaintiff Far West Industries*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **1. STATEMENT OF FACTS**

3 **JUDGMENT OF MORE THAN \$17 MILLION ENTERED AGAINST MICHAEL J. MONA, JR.**

4 1. On February 23, 2012, the Superior Court of the State of California, County of
5 Riverside, Riverside Court (the "California Court"), entered Findings of Fact and Conclusions of
6 Law in the case of *Far West Industries v. Rio Vista Nevada, LLC, et. al.*, Case No. RIC495966
7 (the "California Action").

8 2. Among other things, the California Court ruled that Defendant Michael J. Moná,
9 Jr. ("Mr. Moná"), among others, intentionally misrepresented material facts and concealed other
10 material facts from Plaintiff on behalf of Rio Vista Nevada, LLC ("Rio Vista"), with intent to
11 defraud Plaintiff and that Plaintiff justifiably relied on those misrepresentations and omissions,
12 which caused Plaintiff damages.

13 3. The California Court also found that Mr. Moná was the alter ego of the Moná
14 Family Trust, dated February 21, 2002 (the "Moná Family Trust"), such that he and the Moná
15 Family Trust are both liable for any and all damages awarded against Rio Vista.

16 4. On April 27, 2012, the California Court entered Judgment (the "Judgment") in the
17 amount of \$17,777,562.18, plus costs of \$25,562.56 and attorney's fees of \$327,548.84, in favor
18 of Plaintiff and against the following parties, jointly and severally: Mr. Moná, Mr. Moná as
19 Trustee of the Moná Family Trust, Rio Vista, and World Development, Inc.

20 5. On May 4, 2012, Plaintiff provided notice of entry of the Judgment.

21 6. There is no stay as to the Judgment.

22 7. Plaintiff has conducted two judgment debtor examinations of Mr. Moná in this
23 case on November 25, 2013 and June 30, 2015.

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8. Despite Plaintiff's collection efforts, Mr. Mona has failed to pay any significant amount towards the Judgment and has fraudulently transferred assets to hinder, defraud and delay Plaintiff's execution.

9. Plaintiff seeks to examine Mr. Mona, individually, and as Trustee of the Mona Family Trust, to satisfy the Judgment, as it has been over two years since the prior judgment debtor examination and Mr. Mona continues to evade judgment collection efforts.

2. LEGAL ANALYSIS

NRS 21.270 provides in pertinent part:

1. A judgment creditor, at any time after the judgment is entered, is entitled to an order from the judge of the court requiring the judgment debtor to appear and answer upon oath or affirmation concerning his property, before:

(a) The judge or a master appointed by him; or

(b) An attorney representing the judgment creditor,

at a time and place specified in the order. No judgment debtor may be required to appear outside the county in which he resides.

...

3. A judgment debtor who is regularly served with an order issued pursuant to this section, and who fails to appear at the time and place specified in the order, may be punished for contempt by the judge issuing the order.

NRS 21.270(1)(a), (b) and (3).

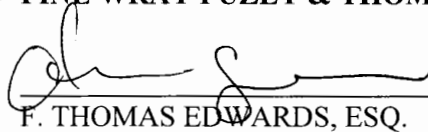
Plaintiff is informed and believes that Mr. Mona, individually, or as Trustee of the Mona Family Trust, is in possession of property or other non-exempt assets with which the Judgment may be satisfied. Therefore, Plaintiff is entitled to an Order requiring Mr. Mona, individually, and as Trustee of the Mona Family Trust, to appear to answer questions under oath concerning Mr. Mona and the Mona Family Trust's property and other assets.

Plaintiff seeks to conduct Mr. Mona's examination on September 26, 2017, at 10:00 a.m., with examination continuing from day to day until completed, at the offices of Plaintiff's counsel, Holley Driggs Walch Fine Wray Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101. Plaintiff also requests an Order requiring Mr. Mona, individually, or as Trustee of the Mona Family Trust, to produce the documents listed on

1 **Exhibit "1"** attached hereto at the offices of Plaintiff's counsel, Holley Driggs Walch Fine Wray
2 Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101 on or
3 before 5:00 p.m. on September 19, 2017.

4 DATED this 16th day of August, 2017.

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

7 

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

14 *Attorneys for Plaintiff Far West Industries*

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EXHIBIT "1"

DEFINITIONS

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

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

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

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

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

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

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

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

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

///

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

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

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

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

13 ITEMS TO BE PRODUCED

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

24 2. For the period beginning April 2012 through the present date, Documents relating
25 to closed financial accounts of Judgment Debtor that have not been previously produced,
26 including, but not limited to checking, savings or other financial accounts, securities brokerage
27 accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit
28 unions, or brokerage houses or cooperative.

1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2015 and
2 2016.

3 4. For the period beginning April 2012 through the present date, Documents relating
4 to tax deficiencies of Judgment Debtor that have not been previously produced.

5 5. For the period beginning April 2012 through the present date, Documents relating
6 to Form 1099-MISC of Judgment Debtor that have not been previously produced.

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

12 7. For the period beginning April 2012 through the present date, Documents relating
13 to any earnings and/or income of Judgment Debtor paid to third parties, including, but not
14 limited to, payments made for any mortgage or vehicle.

15 8. For the period beginning April 2012 through the present date, Documents relating
16 to proof of Judgment Debtor's employment that have not been previously produced, including,
17 but not limited to, any and all paystubs.

18 9. For the period beginning April 2012 through the present date, Documents relating
19 to contracts for employment and consulting agreements of Judgment Debtor that have not been
20 previously produced.

21 10. Documents relating to Your future contracts contemplated, directly or indirectly,
22 but not yet commenced from which You expect earnings and/or income, including, but not
23 limited to, compensation paid or payable for services performed by Judgment Debtor, wages,
24 tips, salaries, commissions, bonuses, sales or transfers of assets, and interest earned on financial
25 accounts.

26 11. For the period beginning April 2012 through the present date, Documents relating
27 to income, passive income, investment distributions, or other monetary disbursements or
28 distributions Judgment Debtor has received that have not been previously produced.

1 12. For the period beginning April 2012 through the present date, Documents relating
2 to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles that
3 have not been previously produced, including, but not limited to, Documents relating to
4 purchases, leases, sales, vehicle registration, and insurance.

5 13. Documents relating to the sale, transfer, or other disposition of the 2006 Mercedes
6 SL600 previously owned by the Judgment Debtor, including, but not limited to, any and all bills
7 of sale, receipt of payment, evidence of wire transfer of sale price, and bank statements reflecting
8 deposit of payment.

9 14. Documents relating to the auto lease paid by CV Sciences, Inc. on behalf
10 Judgment Debtor, including, but not limited to, any and all bills of sale, registration, and
11 Documents reflecting lease payments.

12 15. Documents relating to the life insurance premiums paid by on behalf of Judgment
13 Debtor, including, but not limited to, any and all policies and Documents reflecting payments.

14 16. For the period beginning April 2012 through the present date, Documents relating
15 to stock and interests in any and all corporations or other business entities, whether privately held
16 or publicly traded, held by Judgment Debtor that have not been previously produced, including,
17 but not limited to any and all certificates of stock in CannaVEST Corp. now known as CV
18 Sciences, Inc.

19 17. For the period beginning April 2012 through the present date, Documents relating
20 to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding
21 companies and limited liability companies held by Judgment Debtor that have not been
22 previously produced.

23 18. For the period beginning April 2012 through the present date, Documents relating
24 to Judgment Debtor's interests in Plus CBD, LLC.

25 19. For the period beginning December 2015 through the present date, Documents
26 relating to Judgment Debtor's interests in, involvement with, and/or management of Aegean
27 Limited L.L.C.
28

1 20. Documents relating to any and all real property in which Judgment Debtor holds
2 an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to,
3 mortgages, deeds, leases, assignments, subordination agreements, and finance statements, which
4 have not been previously produced.

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

11 22. For the period beginning April 2012 through the present date, Documents relating
12 to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution,
14 finance company, other private entity, public agency or governmental administration, which have
15 not been previously produced.

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

20 24. For the period beginning April 2012 through the present date, Documents relating
21 to any guaranty or assurance of performance made by Judgment Debtor for any contract,
22 agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third
23 party lender agreements, assignments, and subordination agreements of any kind, which have not
24 been previously produced.

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1 25. For the period beginning April 2012 through the present date, policies of
2 insurance issued in the name of Judgment Debtor and/or under which Judgment Debtor is a
3 beneficiary that have not been previously produced, including, but not limited to, policies for life
4 insurance, disability insurance, homeowners insurance, automobile insurance, health insurance,
5 flood insurance, umbrella policies, liability insurance, personal property protection, and
6 corporate director and/or officer insurance.

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

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

17 28. For the period beginning April 2012 through the present date, all audited and
18 unaudited financial statements prepared by or on behalf of Judgment Debtor that have not been
19 previously produced.

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

25 30. For the period beginning April 2012 through the present date, Documents relating
26 to attorney's fees and legal expenses charged to and/or paid by Judgment Debtor, directly or
27 indirectly, including, but not limited to, Documents reflecting the source of the funds used for
28 payment.

1 31. Produce a written list of and Documents reflecting personal property awarded to
2 Judgment Debtor in the divorce from Rhonda Mona, that specifically identifies the character,
3 nature, and or type of property, states the specific current location of the property, i.e., address,
4 and describing the gift, sale, lease, transfer, distribution, moving, or other disposition of the
5 property and who is in current possession of the property. Personal property includes, but is not
6 limited to, appliances, automobiles, boats, electronics, firearms, furniture, furnishings, gun
7 collections, handbags, interests in companies, jewelry, musical instruments, wardrobes, wine
8 collections, and works of art.

9 32. Produce a written list of and Documents reflecting personal property awarded to
10 Rhonda Mona in the divorce from Judgment Debtor, that specifically identifies the character,
11 nature, and or type of property, states the specific current location of the property, i.e., address,
12 and describing the gift, sale, lease, transfer, distribution, moving, or other disposition of the
13 property and who is in current possession of the property. Personal property includes, but is not
14 limited to, appliances, automobiles, boats, electronics, firearms, furniture, furnishings, gun
15 collections, handbags, interests in companies, jewelry, musical instruments, wardrobes, wine
16 collections, and works of art.

17 33. For the period beginning April 2012 through the present date, Documents relating
18 to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor that have
19 not been previously produced.

20 34. For the period beginning April 2012 through the present date, Documents relating
21 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Rhonda
22 Mona that have not been previously produced.

23 35. For the period beginning April 2012 through the present date, Documents relating
24 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Michael
25 Mona III.

26 36. For the period beginning April 2012 through the present date, Documents relating
27 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Nicolle
28 Mona.

1 37. For the period beginning April 2012 through the present date, Documents relating
2 to all residential real property lease payments that were billed to and/or owed by Judgment
3 Debtor, which have not been previously produced.

4 38. For the period beginning April 2012 through the present date, Documents relating
5 to all mortgage payments that were billed to and/or owed by Judgment Debtor that have not been
6 previously produced.

7 39. For the period beginning April 2012 through the present date, Documents relating
8 to all automobile loan or lease payments that were billed to and/or owed by Judgment Debtor
9 that have not been previously produced.

10 40. For the period beginning April 2012 through the present date, Documents relating
11 to all club memberships that were billed to and/or owed by Judgment Debtor that have not been
12 previously produced.

13 41. For the period beginning April 2012 through the present date, Documents relating
14 to all utility bills, including, but not limited to, cable, telephone, cellular phone, and internet that
15 have not been previously produced.

16 42. For the period beginning April 2012 through the present date, Documents relating
17 to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in
18 which Judgment Debtor currently holds an interest that have not been previously produced.

19 43. For the period beginning April 2012 through the present date, Documents relating
20 to all tangible or intangible property or other assets sold, assigned, transferred, or conveyed by
21 Judgment Debtor to any person or entity that have not been previously produced.

22 44. Documents relating to any and all trusts of which Judgment Debtor currently is, or
23 has been for the period beginning April 2012 through the present date, or will be in the future, a
24 beneficiary, future beneficiary, settlor, or trustee, which have not been previously produced.

25 45. Documents relating to any and all wills of which Judgment Debtor currently is, or
26 has been for the period beginning April 2012 through the present date, or will be a beneficiary,
27 which have not been previously produced.

28

1 46. Documents evidencing any and all other intangible personal, tangible, and/or real
2 property of Judgment Debtor not already identified in the items set forth above, which have not
3 been previously produced.

4 47. Documents relating to the current value of any and all property identified in the
5 items set forth above, including, but not limited to, appraisals and tax assessments, which have
6 not been previously produced.

7 48. A written inventory of any and all property identified in the items set forth above,
8 including, but not limited to, intangible, personal, tangible, and real property, with each specific
9 item of property listed with a description, location, and current fair market value, which have not
10 been previously produced.

11 49. Documents relating to the payment of any and every bill, expenses, charge or
12 other expenditure made by any party on behalf of Judgment Debtor, including, but not limited to,
13 documents relating to Mai Dun Limited, LLC's payment of legal expenses and/or attorney fees,
14 Roen Ventures, LLC's payment of Judgment Debtor's mortgage, and Monaco's payment of legal
15 expenses and/or attorney fees.

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MARQUIS AURBACH COFFING

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Attorneys for Michael J. Mona, Jr.

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

vs.

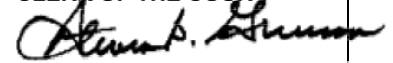
RIO VISTA NEVADA, LLC, a Nevada limited
liability company; WORLD DEVELOPMENT,
INC., a California corporation; BRUCE MAIZE,
and individual; MICHAEL J. MONA, JR., an
individual; DOES I through 100, inclusive,

Defendants.

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

NOTICE OF APPEAL

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



MAC:04725-003 3170020_1

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF APPEAL** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 18th day of August, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

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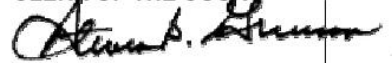
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/s/ Leah Dell

Leah Dell, an employee of
Marquis Aurbach Coffing

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

Exhibit 1



1 **NEOJ**
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12 Telephone: 702/791-0308
13 Facsimile: 702/791-1912
14 *Attorneys for Plaintiff Far West Industries*

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

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

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

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

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

Dated this 19th day of July, 2017.

HOLLEY DRIGGS WALCH
FINE WRAY PUZEY & THOMPSON



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

CERTIFICATE OF SERVICE

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

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Tye S. Hanseen, Esq.
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Attorneys for Defendant Michael J. Mona, Jr.

An employee of Holley Driggs Walch
Fine Wray Puzey & Thompson

Steven D. Grierson

ORDER

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Attorneys for Plaintiff Far West Industries

DISTRICT COURT

CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California
corporation,

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

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

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

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

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

6 Based on the foregoing, and good cause appearing,

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

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

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

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

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

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


3 **IT IS SO ORDERED.**

4 Dated this 18th day of July, 2017.

5
6 
7 DISTRICT COURT JUDGE

8 Submitted by:

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

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

18 *Attorneys for Plaintiff Far West Industries*


Approved as to form by:

MARQUIS AURBACH COFFING

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

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

Exhibit 2



CLERK OF THE COURT

1 **NEOJ**
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5 ANDREA M. GANDARA, ESQ.
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9 FINE WRAY PUZEY & THOMPSON
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101
12 Telephone: 702/791-0308
13 Facsimile: 702/791-1912

14 *Attorneys for Plaintiff Far West Industries*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FAR WEST INDUSTRIES, a California
18 corporation,

19 Plaintiff,

20 v.

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

26 Defendants.

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

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

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

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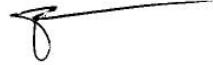
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1 matter was filed and entered by the Clerk of the above-entitled Court on the 21st day of June,
2 2016, a copy of which is attached hereto.

3 Dated this 21st day of June, 2016.

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

6 

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

CERTIFICATE OF SERVICE

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

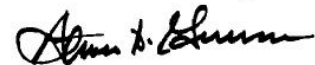
James E. Whitmire, Esq.
SANTORO WHITMIRE
 10100 West Charleston Boulevard, Suite 250
 Las Vegas, Nevada 89135
Attorneys for Defendants Rhonda Helene Mona, Michael Mona, III, and Lundene Enterprises, LLC

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Attorneys for Defendant Michael J. Mona, Jr.

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


 An employee of Holley Driggs Walch
 Fine Wray Puzey & Thompson



CLERK OF THE COURT

1 **ORDR**

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

7 FAR WEST INDUSTRIES, a California
8 corporation,

9 Plaintiff,

10 vs.

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

16 Defendants.

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

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

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

27 Plaintiff obtained a judgment of over \$18 million from a California state court against
28 Defendant on April 27, 2012.¹ Plaintiff domesticated the judgment in Nevada and has been

¹ See Judgment, attached as Exhibit 1 to Plaintiff's Motion.

1 garnishing Defendant's wages since December 2013 at approximately \$1,950 on a bi-weekly basis.²
2 In December 2015, Plaintiff obtained a new Writ of Execution for Defendant's earnings, which was
3 served on Defendant's employer on January 7, 2016.³ On January 28, 2016, Plaintiff received
4 Defendant's Interrogatories in response to the Writ of Garnishment indicating that Defendant's
5 weekly gross earnings totaled \$11,538.56, with deductions required by law totaling \$8,621.62.⁴ The
6 deductions required by law excluded from Defendant's gross earnings comprised of federal income
7 tax, Social Security, Medicare, and \$4,615.39 in alimony payments to Defendant's ex-wife, Rhonda
8 Mona ("Ms. Mona").⁵ Based on those deductions, payments to Plaintiff decreased to less than \$750.
9 Plaintiff subsequently filed its Motion for Determination of Priority of Garnishment requesting that
10 this Court establish priority between Plaintiff's garnishment and Ms. Mona's alimony claim.
11

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

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

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

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

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

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

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

⁶ 15 U.S.C. § 1673(a).

⁷ 15 U.S.C. § 1673(b)(2)(B).

⁸ 29 C.F.R. 870.11.

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

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

12 II. Priority of Garnishments

13 Nevada case law regarding priority of garnishments is limited. However, in *First Interstate*
14 *Bank of California v. H.C.T.*, the Nevada Supreme Court held that priority depends on "which
15 interest is first in time," and agreed with a Sixth Circuit case that "the rights of the parties are
16 determined from the date of the award."¹¹ In this case, Plaintiff's April 27, 2012 judgment clearly
17 pre-dates the July 23, 2015 Divorce Decree. Even if the date of Plaintiff's first garnishment is used
18 as the date for determining priority, Plaintiff's interest would still be first in time, as Plaintiff's first
19 garnishment of Defendant's wages occurred on December 13, 2013.¹²

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

24 ⁹ NRS 31.295.

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

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

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

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

8 **III. Expiration**

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

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

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

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

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

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

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

¹⁶ See Defendant’s Opposition and Countermotion at 28:1-11.

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

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

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

17 Based on the foregoing, and good cause appearing:

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

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

24
25 ¹⁷ See Defendant's Opposition 28:9-11.

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

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

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

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


5 DATED this 21st day of June, 2016.

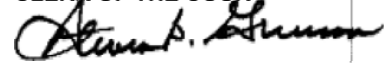
6
7 
8 JOE HARDY
9 DISTRICT JUDGE
10 DEPARTMENT XV

11 **CERTIFICATE OF SERVICE**

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

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

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



1 **OJDE**

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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

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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

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

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

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

It appearing to the Court that a Judgment (the "Judgment") was entered on April 27,
2012, in favor of Plaintiff Far West Industries ("Plaintiff" or "Far West") and against Defendant
Michael J. Mona, Jr., individually ("Mr. Mona"), and as Trustee of the Mona Family Trust Dated
February 12, 2012 (the "Mona Family Trust") for damages in the amount of \$17,777,562.18,
plus costs of \$25,562.56 and attorney's fees of \$327,548.84. Mr. Mona and the Mona Family
Trust have failed to satisfy the Judgment by paying in full the monetary damages set forth in the

10594-01/1862948

Aug 17 2017

1 Judgment; and whereas NRS 21.270 provides for an Examination of Judgment Debtor under
2 such circumstances;

3 **IT IS HEREBY ORDERED** that Mr. Mona, individually, and as Trustee of the Mona
4 Family Trust ("Judgment Debtor"), appear at the offices of Plaintiff's counsel, Holley Driggs
5 Walch Fine Wray Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada
6 89101, on **September 26, 2017, at 10:00 a.m.**, to be examined under oath concerning any
7 property which may be used to satisfy said Judgment (the "Judgment Debtor Examination") with
8 examination continuing from day to day until completed;

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

12 **IT IS FURTHER ORDERED** that the Judgment Debtor shall produce the documents
13 listed on **Exhibit "1"** attached hereto to the offices of Plaintiff's counsel, Holley Driggs Walch
14 Fine Wray Puzey & Thompson, 400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101,
15 on or before **5:00 p.m. on September 19, 2017.**

16 **IT IS FURTHER HEREBY ORDERED** that the date and time of the Judgment Debtor
17 Examination may be continued at Far West's discretion so as to accommodate any conflict of
18 schedule which may arise.

19 ///

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28

Dated this 18th day of August 2017.


DISTRICT COURT JUDGE

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

[illegible]

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

Attorneys for Plaintiff Far West Industries

EXHIBIT "1"

DEFINITIONS

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

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

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

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

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

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

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

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

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

///

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

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

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

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

13 ITEMS TO BE PRODUCED

14
15 1. For the period beginning April 2012 through the present date, financial documents
16 of Judgment Debtor that have not been previously produced, including, but not limited to, but not
17 limited to, statements for checking, savings or other financial accounts, securities brokerage
18 accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit
19 unions, or brokerage houses or cooperative, and records of income, profits from companies, cash
20 on hand, safe deposit boxes, deposits of money with any other institution or person, cash value of
21 insurance policies, federal and state income tax refunds due or expected, any debt payable to or
22 held by or for Judgment Debtor, checks, drafts, notes, bonds, interest bearing instruments,
23 accounts receivable, liquidated and unliquidated claims of any nature, or any and all other assets.

24 2. For the period beginning April 2012 through the present date, Documents relating
25 to closed financial accounts of Judgment Debtor that have not been previously produced,
26 including, but not limited to checking, savings or other financial accounts, securities brokerage
27 accounts, certificates of deposit, shares in banks, savings and loan, thrift, building loan, credit
28 unions, or brokerage houses or cooperative.

1 3. Tax returns and all related tax records of Judgment Debtor for tax years 2015 and
2 2016.

3 4. For the period beginning April 2012 through the present date, Documents relating
4 to tax deficiencies of Judgment Debtor that have not been previously produced.

5 5. For the period beginning April 2012 through the present date, Documents relating
6 to Form 1099-MISC of Judgment Debtor that have not been previously produced.

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

12 7. For the period beginning April 2012 through the present date, Documents relating
13 to any earnings and/or income of Judgment Debtor paid to third parties, including, but not
14 limited to, payments made for any mortgage or vehicle.

15 8. For the period beginning April 2012 through the present date, Documents relating
16 to proof of Judgment Debtor's employment that have not been previously produced, including,
17 but not limited to, any and all paystubs.

18 9. For the period beginning April 2012 through the present date, Documents relating
19 to contracts for employment and consulting agreements of Judgment Debtor that have not been
20 previously produced.

21 10. Documents relating to Your future contracts contemplated, directly or indirectly,
22 but not yet commenced from which You expect earnings and/or income, including, but not
23 limited to, compensation paid or payable for services performed by Judgment Debtor, wages,
24 tips, salaries, commissions, bonuses, sales or transfers of assets, and interest earned on financial
25 accounts.

26 11. For the period beginning April 2012 through the present date, Documents relating
27 to income, passive income, investment distributions, or other monetary disbursements or
28 distributions Judgment Debtor has received that have not been previously produced.

1 12. For the period beginning April 2012 through the present date, Documents relating
2 to Judgment Debtor's ownership or lease of automobiles, trucks, trailers, and other vehicles that
3 have not been previously produced, including, but not limited to, Documents relating to
4 purchases, leases, sales, vehicle registration, and insurance.

5 13. Documents relating to the sale, transfer, or other disposition of the 2006 Mercedes
6 SL600 previously owned by the Judgment Debtor, including, but not limited to, any and all bills
7 of sale, receipt of payment, evidence of wire transfer of sale price, and bank statements reflecting
8 deposit of payment.

9 14. Documents relating to the auto lease paid by CV Sciences, Inc. on behalf
10 Judgment Debtor, including, but not limited to, any and all bills of sale, registration, and
11 Documents reflecting lease payments.

12 15. Documents relating to the life insurance premiums paid by on behalf of Judgment
13 Debtor, including, but not limited to, any and all policies and Documents reflecting payments.

14 16. For the period beginning April 2012 through the present date, Documents relating
15 to stock and interests in any and all corporations or other business entities, whether privately held
16 or publicly traded, held by Judgment Debtor that have not been previously produced, including,
17 but not limited to any and all certificates of stock in CannaVEST Corp. now known as CV
18 Sciences, Inc.

19 17. For the period beginning April 2012 through the present date, Documents relating
20 to interests in any and all partnerships, sole proprietorships, joint ventures, corporations, holding
21 companies and limited liability companies held by Judgment Debtor that have not been
22 previously produced.

23 18. For the period beginning April 2012 through the present date, Documents relating
24 to Judgment Debtor's interests in Plus CBD, LLC.

25 19. For the period beginning December 2015 through the present date, Documents
26 relating to Judgment Debtor's interests in, involvement with, and/or management of Aegean
27 Limited L.L.C.

28

1 20. Documents relating to any and all real property in which Judgment Debtor holds
2 an interest or which Judgment Debtor owns, directly or indirectly, including, but not limited to,
3 mortgages, deeds, leases, assignments, subordination agreements, and finance statements, which
4 have not been previously produced.

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

11 22. For the period beginning April 2012 through the present date, Documents relating
12 to all commercial and consumer loans which Judgment Debtor applied for, or which Judgment
13 Debtor guaranteed, that were submitted to any individual, bank, lender, financial institution,
14 finance company, other private entity, public agency or governmental administration, which have
15 not been previously produced.

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

20 24. For the period beginning April 2012 through the present date, Documents relating
21 to any guaranty or assurance of performance made by Judgment Debtor for any contract,
22 agreements, commercial transactions, loans, financing arrangements, notes, mortgages, third
23 party lender agreements, assignments, and subordination agreements of any kind, which have not
24 been previously produced.

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1 25. For the period beginning April 2012 through the present date, policies of
2 insurance issued in the name of Judgment Debtor and/or under which Judgment Debtor is a
3 beneficiary that have not been previously produced, including, but not limited to, policies for life
4 insurance, disability insurance, homeowners insurance, automobile insurance, health insurance,
5 flood insurance, umbrella policies, liability insurance, personal property protection, and
6 corporate director and/or officer insurance.

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

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

17 28. For the period beginning April 2012 through the present date, all audited and
18 unaudited financial statements prepared by or on behalf of Judgment Debtor that have not been
19 previously produced.

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

25 30. For the period beginning April 2012 through the present date, Documents relating
26 to attorney's fees and legal expenses charged to and/or paid by Judgment Debtor, directly or
27 indirectly, including, but not limited to, Documents reflecting the source of the funds used for
28 payment.

1 31. Produce a written list of and Documents reflecting personal property awarded to
2 Judgment Debtor in the divorce from Rhonda Mona, that specifically identifies the character,
3 nature, and or type of property, states the specific current location of the property, i.e., address,
4 and describing the gift, sale, lease, transfer, distribution, moving, or other disposition of the
5 property and who is in current possession of the property. Personal property includes, but is not
6 limited to, appliances, automobiles, boats, electronics, firearms, furniture, furnishings, gun
7 collections, handbags, interests in companies, jewelry, musical instruments, wardrobes, wine
8 collections, and works of art.

9 32. Produce a written list of and Documents reflecting personal property awarded to
10 Rhonda Mona in the divorce from Judgment Debtor, that specifically identifies the character,
11 nature, and or type of property, states the specific current location of the property, i.e., address,
12 and describing the gift, sale, lease, transfer, distribution, moving, or other disposition of the
13 property and who is in current possession of the property. Personal property includes, but is not
14 limited to, appliances, automobiles, boats, electronics, firearms, furniture, furnishings, gun
15 collections, handbags, interests in companies, jewelry, musical instruments, wardrobes, wine
16 collections, and works of art.

17 33. For the period beginning April 2012 through the present date, Documents relating
18 to monies, gifts, bequests, dispositions, or transfers paid or given to Judgment Debtor that have
19 not been previously produced.

20 34. For the period beginning April 2012 through the present date, Documents relating
21 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Rhonda
22 Mona that have not been previously produced.

23 35. For the period beginning April 2012 through the present date, Documents relating
24 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Michael
25 Mona III.

26 36. For the period beginning April 2012 through the present date, Documents relating
27 to monies, gifts, bequests, dispositions, or transfers paid or given by Judgment Debtor to Nicolle
28 Mona.

1 37. For the period beginning April 2012 through the present date, Documents relating
2 to all residential real property lease payments that were billed to and/or owed by Judgment
3 Debtor, which have not been previously produced.

4 38. For the period beginning April 2012 through the present date, Documents relating
5 to all mortgage payments that were billed to and/or owed by Judgment Debtor that have not been
6 previously produced.

7 39. For the period beginning April 2012 through the present date, Documents relating
8 to all automobile loan or lease payments that were billed to and/or owed by Judgment Debtor
9 that have not been previously produced.

10 40. For the period beginning April 2012 through the present date, Documents relating
11 to all club memberships that were billed to and/or owed by Judgment Debtor that have not been
12 previously produced.

13 41. For the period beginning April 2012 through the present date, Documents relating
14 to all utility bills, including, but not limited to, cable, telephone, cellular phone, and internet that
15 have not been previously produced.

16 42. For the period beginning April 2012 through the present date, Documents relating
17 to retirement accounts, pension plans, SEP accounts, profit sharing plans and retirement plans in
18 which Judgment Debtor currently holds an interest that have not been previously produced.

19 43. For the period beginning April 2012 through the present date, Documents relating
20 to all tangible or intangible property or other assets sold, assigned, transferred, or conveyed by
21 Judgment Debtor to any person or entity that have not been previously produced.

22 44. Documents relating to any and all trusts of which Judgment Debtor currently is, or
23 has been for the period beginning April 2012 through the present date, or will be in the future, a
24 beneficiary, future beneficiary, settlor, or trustee, which have not been previously produced.

25 45. Documents relating to any and all wills of which Judgment Debtor currently is, or
26 has been for the period beginning April 2012 through the present date, or will be a beneficiary,
27 which have not been previously produced.

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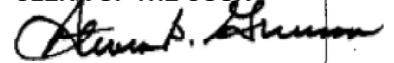
1 46. Documents evidencing any and all other intangible personal, tangible, and/or real
2 property of Judgment Debtor not already identified in the items set forth above, which have not
3 been previously produced.

4 47. Documents relating to the current value of any and all property identified in the
5 items set forth above, including, but not limited to, appraisals and tax assessments, which have
6 not been previously produced.

7 48. A written inventory of any and all property identified in the items set forth above,
8 including, but not limited to, intangible, personal, tangible, and real property, with each specific
9 item of property listed with a description, location, and current fair market value, which have not
10 been previously produced.

11 49. Documents relating to the payment of any and every bill, expenses, charge or
12 other expenditure made by any party on behalf of Judgment Debtor, including, but not limited to,
13 documents relating to Mai Dun Limited, LLC's payment of legal expenses and/or attorney fees,
14 Roen Ventures, LLC's payment of Judgment Debtor's mortgage, and Monaco's payment of legal
15 expenses and/or attorney fees.

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1 **RPLY**

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17 *Attorneys for Plaintiff Far West Industries*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 FAR WEST INDUSTRIES, a California
21 corporation,

22 Plaintiff,

23 v.

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

Defendants.

Case No.: A-12-670352-F

Dept. No.: XV

29 **FAR WEST INDUSTRIES' REPLY TO CV SCIENCES, INC.'S ANSWERS TO WRIT**
30 **OF GARNISHMENT INTERROGATORIES AND**
31 **EX PARTE REQUEST FOR ORDER TO SHOW CAUSE WHY CV SCIENCES, INC.**
32 **SHOULD NOT BE SUBJECTED TO GARNISHMENT PENALTIES**

33 Plaintiff Far West Industries ("Far West"), by and through its counsel, F. Thomas Edwards,
34 Esq., Andrea M. Gandara, Esq., and Mary Langsner, Esq., of the law firm of Holley Driggs Walch
35 Fine Wray Puzey & Thompson, hereby files this Reply to the Answers to Writ of Garnishment
36 Interrogatories ("Garnishment Answers") of Garnishee CV Sciences, Inc. ("CV Sciences"), a copy

of which are attached hereto as **Exhibit 1**, and requests issuance of an Order to Show Cause Why CV Sciences, Inc. Should Not Be Subjected to Garnishment Penalties.

This Reply is supported by the following Memorandum of Points and Authorities, Affidavit of Andrea M. Gandara, Esq. ("Gandara Affidavit") appended hereto, any exhibits thereto which are by this reference expressly incorporated herein, the papers and pleadings, and any such oral argument as this Court may entertain.

Dated this 20th day of November, 2017.

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

/s/ Andrea M. Gandara
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Notwithstanding that CV Sciences itself reports payment of a car lease and life insurance premiums on behalf of Defendant/Judgment Debtor Michael Mona, Jr. ("Mr. Mona") as compensation to the U.S. Securities and Exchange Commission ("SEC"),¹ CV Sciences appears to be omitting those payments from Mr. Mona's reported gross earnings in the Garnishment Answers. Such a position is not credible given that Mr. Mona himself identifies these payments

¹ See Page 20 n.4 of CV Sciences' Form 10-K for fiscal year ended December 31, 2016. The Form 10-K reports Michael Mona, Jr.'s 2016 Summary Compensation as including, "All Other Compensation" as \$47,560, comprised of "\$36,824 related to an auto lease and \$10,736 related to life insurance premiums paid by the Company on behalf of Michael Mona Jr[.]", among other amounts. A true and correct copy of an excerpt from CV Sciences' Form 10-K including this reporting is attached hereto as **Exhibit 2**.

1 *along with* payment of his vehicle insurance² as part of his compensation as President and CEO
2 of CV Sciences.³ Moreover, there is a discrepancy in CV Sciences' Answer to Interrogatory No.
3 2, which calls for the calculation of 25% of disposable income.⁴

4 To the first, CV Sciences is underreporting Mr. Mona's disposable earnings every month
5 by \$3,092.24, comprised of Mr. Mona's \$1,137.33 monthly car lease payment,⁵ his \$1,789.36
6 monthly life insurance premium,⁶ and approximately \$165.55 per month in vehicle insurance
7 premiums.⁷ This means Far West's garnishment is improperly being reduced by CV Sciences to
8 the tune of \$773.06 per month or \$4,638.36 over a 180-day garnishment period. *See* Senate Bill
9 230 (amending NRS 31.296 to extend garnishment period from 120 days to 180 days, effective
10 October 1, 2017). Under NRS 31.297, an employer that refuses to withhold earnings without legal
11 justification, or who knowingly misrepresents the earnings of a judgment debtor may be ordered
12 to appear and show cause why the employer should not be subjected to pay penalties in the amount
13 of the arrearages caused by the misrepresentation of the judgment debtor's earnings. Further the
14 Court may order the employer to pay punitive damages of up to \$1,000.00 for each pay period that

17 ² Payment of vehicle insurance is absent from CV Sciences' Summary Compensation reported for
18 Mr. Mona. *See generally* Ex. 2, Page 20.

19 ³ *See* Excerpts of October 25, 2017 Deposition Transcript of Mr. Mona's Judgment Debtor
20 Examination at tr. pp. 25:15 to 27:4 and 42:13 to 43:21 (discussing Mr. Mona's compensation as
including lease payments, vehicle insurance, and life insurance premiums). A true and correct copy
of the excerpt including testimony is attached hereto as **Exhibit 3**.

21 ⁴ *See* Garnishment Answers (Ex. 1), Answer to Interrogatory No. 2.

22 ⁵ *See* true and correct redacted excerpts of car lease related documents produced by Mr. Mona (in
23 response to Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually and as
Trustee of the Mona Family Trust Dated February 12, 2002, entered on August 18, 2017) are
attached hereto as **Exhibit 4**.

24 ⁶ *See* true and correct redacted excerpts of life insurance premium related documents produced by
25 Mr. Mona (in response to Order for Examination of Judgment Debtor Michael J. Mona, Jr.,
Individually and as Trustee of the Mona Family Trust Dated February 12, 2002, entered on August
18, 2017) are attached hereto as **Exhibit 5**.

26 ⁷ *See* true and correct redacted excerpts of car insurance related documents produced by Mr. Mona
27 (in response to Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually and
as Trustee of the Mona Family Trust Dated February 12, 2002, entered on August 18, 2017) are
28 attached hereto as **Exhibit 6**. The monthly amount is derived by dividing the six-month premium
of \$993.28 into six monthly payments and rounded up one cent to the next digit.

the employer refused to withhold earnings without legal justification or misrepresented the judgment debtor's earnings.

To the second, there is also a discrepancy in CV Sciences' Answer to Interrogatory No. 2 (the "Answer No. 2"), which calls for the calculation of 25% of disposable income. At Line 3, CV Sciences reports that Mr. Mona's disposable earnings are \$8,915.19. Pursuant to NRS 31.295(2)(a), Far West is entitled to garnish 25% of Mr. Mona's disposable earnings, or \$2,228.80 (rounding up from \$2,228.7975). However, in Answer No. 2, CV Sciences reports Mr. Mona's "attachable earning[s]" as \$8,190.19, and from there uses this as a basis to calculate the 25% garnishment limit as \$2,047.55. CV Sciences' calculation lowers the garnishable amount owed to Far West by \$181.25 per pay period, or \$2,356.25 over a 180-day garnishment period.

Accordingly, Far West respectfully requests that CV Sciences be ordered to (1) correctly report Mr. Mona's disposable earnings so that a proper garnishment amount can be determined, (2) appear and show cause why it should not be held liable for the arrearages caused by its refusal to withhold earnings and underreporting of Mr. Mona's earnings; and (3) pay punitive damages of up to \$1,000 per applicable pay period.

II. BACKGROUND

On October 10, 2017, Far West served CV Sciences with a Writ of Garnishment for Mr. Mona's earnings and mailed the same to Mr. Mona and CV Sciences' counsel via the Laughlin Township Constable's Office (the "Laughlin Constable"). *See* Affidavit of Service and Affidavit of Mailing, true and correct copies of which are attached hereto as **Exhibits 7 and 8**, respectively. CV Sciences was then charged with answering the Interrogatories contained within the Writ of Garnishment on or before October 30, 2017. *See* NRS 31.260(1)(e) (requiring garnishee to submit answer to the sheriff within 20 days of service of Writ).

Far West did not receive the Garnishment Answers until November 17, 2017 via email from the Laughlin Constable. *See* Gandara Affidavit, at ¶11. Upon review, the reported amount of gross earnings remains unchanged from CV Sciences' prior answers to Writ of Garnishment interrogatories, the amount of \$12,692.31. *See* Gandara Affidavit, at ¶12; *see also* Answers to Writ of Garnishment Interrogatories stamped "APR 06 2017", a true and correct copy of which is

1 attached hereto as **Exhibit 9**. This is an incomplete answer for two additional significant reasons:
 2 The issue of CV Sciences' payment of Mr. Mona's car lease and life insurance premiums has been
 3 previously raised by Far West counsel, and these payments along with vehicle insurance payments
 4 were subject of Mr. Mona's testimony⁸ at his October 24, 2017, judgment debtor exam. *See*
 5 Gandara Affidavit, at ¶13; *see also* Email Exchange Between Andrea M. Gandara and Tye S.
 6 Hanseen dated June 26, 2017 through August 26, 2017, a true and correct copy of which is attached
 7 hereto as **Exhibit 10**. Third, counsel for Far West has requested a breakdown of the Garnishment
 8 Answers regarding the amounts reported as Mr. Mona's gross earnings and deductions required
 9 by law, however, has not received a response to date. *See* Gandara Affidavit, at ¶14; *see also* Email
 10 Exchange Between Andrea M. Gandara and Tye S. Hanseen dated November 16, 2017 through
 11 November 20, 2017, a true and correct copy of which is attached hereto as **Exhibit 11**.

12 Given that Far West did not receive the Garnishment Answers until Friday November 17,
 13 2017 (even though same were due Monday October 30, 2017), and given that NRS 31.330⁹
 14 requires Far West to reply within twenty days of the Garnishment Answers being due, Far West
 15 was forced to file this Reply to preserve its rights to object to the information reported by CV
 16 Sciences regarding Mr. Mona's earnings and Far West's allowable garnishment. *See* Gandara
 17 Affidavit, at ¶15.

18 **III. LEGAL ANALYSIS**

19 For creditors, the Sheriff, and the Court to objectively assess whether and what amounts of
 20 a judgment debtor's disposable earnings are subject to garnishment, the garnishee employer must
 21 accurately report the judgment debtor's gross earnings and deductions required by law and further

22 _____
 23 ⁸ *See* Ex. 3.

24 ⁹ If the garnishee answers as required by the writ, the plaintiff may,
 25 within 20 days after the expiration of the time allowed for the filing
 26 of such answer, reply to the whole or any part thereof by an affidavit
 27 traversing the same; the plaintiff may also in the plaintiff's reply
 28 allege any matters which would charge the garnishee with liability
 according to the provisions of this chapter, and such affidavit may
 be upon information and belief. If the plaintiff fails to reply within
 the time aforesaid, the plaintiff shall be deemed to have accepted the
 answer of the garnishee as true, and judgment may be entered
 accordingly.

1 calculate disposable earnings. *See* NRS 31.290(1) (providing form for interrogatories to be
 2 submitted with writs of garnishment).

3 Pursuant to NRS 31.295(2)(a), Far West is entitled to receive 25% of Mr. Mona's
 4 disposable earnings.¹⁰ "Disposable earnings" are defined as the employee's earnings remaining
 5 after deductions of any amounts required to be withheld by law, which this Court previously
 6 determined includes "federal taxes, Social Security, and Medicare"¹¹. NRS 31.295(1)(a). The term
 7 earnings is broadly defined as follows:

8 [C]ompensation paid or payable for personal services performed by
 9 a judgment debtor in the regular course of business, including,
 10 without limitation, compensation designated as income, wages, tips,
 11 a salary, a commission or a bonus. The term includes compensation
 12 received by a judgment debtor that is in the possession of the
 judgment debtor, compensation held in accounts maintained in a
 bank or any other financial institution or, in the case of a receivable,
 compensation that is due the judgment debtor.

13 *See* NRS 31.295(1)(b).

14 Here, CV Sciences failed to report its payments of Mr. Mona's vehicle lease and life
 15 insurance premiums as part of his earnings and is refusing to withhold the appropriate 25% of Mr.
 16 Mona's disposable earnings, in contravention of NRS 31.295. Further, CV Sciences is paying car
 17 insurance for Mr. Mona without reporting it as part of his earnings or withholding the 25% that
 18 Far West is entitled to pursuant to the Writ of Garnishment.

19 Under NRS 31.297, an employer's refusal to withhold earnings without legal justification
 20 or knowingly misrepresent the judgment debtor's earnings is punishable as follows:

21 **1. If without legal justification an employer of the defendant**
 22 **refuses to withhold earnings of the defendant demanded in a writ**
 23 **of garnishment or knowingly misrepresents the earnings of the**
defendant, the court may order the employer to appear and

24 ¹⁰ *See also* Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of
 25 Garnishment and Defendant Michael J. Mona's Countermotion to Discharge and for Return of
 26 Proceeds, at Page 5, Lines 11-13, filed June 21, 2016 (stating "***Plaintiff is entitled to garnish 25%***
 of Defendant's disposable earnings" (calculated by subtracting federal taxes, Social Security, and
 Medicare from Defendant's biweekly salary) before any deductions may be made to satisfy Ms.
 Mona's alimony claim.") (emphasis added).

27 ¹¹ *See* Order Regarding Plaintiff Far West Industries' Motion for Determination of Priority of
 28 Garnishment and Defendant Michael J. Mona's Countermotion to Discharge and for Return of
 Proceeds, at Page 5, Line 12, filed June 21, 2016.

show cause why the employer 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 the employer's 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.

See NRS 31.297(1)–(2) (emphasis added).

CV Sciences cannot provide a legal justification for its refusal to withhold the appropriate amount of Mr. Mona's earnings: CV Sciences itself reports that these payments are part of Mr. Mona's compensation for the services he provides the company, which is further a fact Mr. Mona has attested to himself. *See Ex. 2 (CV Sciences Form 1-K) and Ex. 3 (Excerpt of Mr. Mona's Deposition Transcript).*

Moreover, CV Sciences cannot explain its misrepresentation of earnings as anything but knowing: Far West's counsel has raised the issue of the broad definition of earnings that are subject to garnishment under NRS 31.295(1)(b). *See Gandara Affidavit, at ¶ 13; see also Ex. 10 (Email Exchange).*

This situation is not unlike that before the Court when Far West sought turnover of 25% of mortgage payments that Roen Ventures, LLC was making on behalf of Mr. Mona pursuant to a Management Agreement. *See Order Regarding Plaintiff Far West Industries' Motion: (1) For Default Judgment Against Roen Ventures, LLC for Untimely Answers to Writ of Garnishment Interrogatories; and (2) To Compel Roen Ventures, LLC's Turnover of Payments Made to, on Behalf of, or for the Benefit of Michael Mona, Jr., filed April 28, 2016 ("IT IS FURTHER ORDERED that, pursuant to NRS 21.320, Roen shall turn over to Far West any and all payments made to, on behalf of, or for the benefit of Mr. Mona that are currently due and that may come due under the Management Agreement . . .") (emphasis added).*

1 Last, CV Sciences' calculation of the amount of money subject to Far West's garnishment
 2 is incorrect. CV Sciences' Answer No. 2, calling for the calculation of 25% of disposable income,
 3 is misreported. At Line 3 of Answer No. 2, CV Sciences reports that Mr. Mona's disposable
 4 earnings are \$8,915.19. The legal limit of Far West's garnishment of this amount is 25% or
 5 \$2,228.80 (rounding up from \$2,228.7975). However, in the Answer, CV Sciences instead reports
 6 Mr. Mona's "attachable earning[s]" (\$8,190.19) as the basis for calculating the 25% figure,
 7 arriving at \$2,047.55. CV Sciences' calculation lowers the garnishable amount owed to Far West
 8 by \$181.25 per pay period, or \$2,356.25 over a 180-day garnishment period. Calculating 25% of
 9 the attachable earnings does not comport with applicable state law (NRS 31.295(2)(a)), and there
 10 should be no difference between Mr. Mona's disposable earnings and attachable earnings because
 11 Mr. Mona does not fall under the minimum wage threshold that would allow his attachable
 12 earnings to be more protected than his disposable earnings. *See* NRS 31.295(2)(b)

13 **IV. CONCLUSION**

14 In conclusion, Far West respectfully requests that CV Sciences be ordered to (1) correctly
 15 report Mr. Mona's disposable earnings so that a proper garnishment amount can be determined,
 16 (2) appear and show cause why it should not be held liable for the arrearages caused by its refusal
 17 to withhold earnings and underreporting of Mr. Mona's earnings; and (3) pay punitive damages of
 18 up to \$1,000 per applicable pay period.

19 Dated this 20th day of November, 2017.

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

22 /s/ Andrea M. Gandara
 23 F. THOMAS EDWARDS, ESQ.
 24 Nevada Bar No. 9549
 25 ANDREA M. GANDARA, ESQ.
 26 Nevada Bar No. 12580
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 28 Nevada Bar No. 13707
 400 South Fourth Street, Third Floor
 Las Vegas, Nevada 89101

Attorneys for Plaintiff Far West Industries

**AFFIDAVIT OF ANDREA M. GANDARA, ESQ. IN SUPPORT OF
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**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, ANDREA M. GANDARA, ESQ., declare as follows:

1. I am an attorney licensed to practice law in the state of Nevada. I am an associate of the law firm of Holley Driggs Walch Fine Wray Puzey & Thompson and counsel for Plaintiff Far West Industries (“Plaintiff” or “Far West”).

2. I have personal knowledge of the facts set forth in this Affidavit except as to those matters based upon information and belief, and as to those matters, I believe them to be true and correct.

3. A true and correct copy of the Answers to Writ of Garnishment Interrogatories (“Garnishment Answers”) of Garnishee CV Sciences, Inc. (“CV Sciences”) that our office received from the Laughlin Township Constable’s Office (the “Laughlin Constable”) via email is attached hereto as **Exhibit 1**.

4. A true and correct copy of CV Sciences’ Form 10-K for fiscal year ended December 31, 2016, is attached hereto as **Exhibit 2**.

5. A true and correct copy of excerpts of the October 25, 2017 Deposition Transcript of Michal Mona Jr.’s Judgment Debtor Examination is attached hereto as **Exhibit 3**.

6. True and correct redacted excerpts of car lease related documents produced by Mr. Mona in response to Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually and as Trustee of the Mona Family Trust Dated February 12, 2002, entered on August 18, 2017 are attached hereto as **Exhibit 4**.

7. True and correct redacted excerpts of life insurance premium related documents produced by Mr. Mona in response to Order for Examination of Judgment Debtor Michael J. Mona, Jr., Individually and as Trustee of the Mona Family Trust Dated February 12, 2002, entered on August 18, 2017 are attached hereto as **Exhibit 5**.

1 8. True and correct redacted excerpts of car insurance related documents produced by
2 Mr. Mona in response to Order for Examination of Judgment Debtor Michael J. Mona, Jr.,
3 Individually and as Trustee of the Mona Family Trust Dated February 12, 2002, entered on August
4 18, 2017 are attached hereto as **Exhibit 6**.

5 9. A true and correct copy of the Affidavit of Service from the Laughlin Constable's
6 service of Far West's Writ of Garnishment on CV Sciences is attached hereto as **Exhibit 7**.

7 10. A true and correct copy of the Affidavit of Mailing from the Laughlin Constable's
8 service of Far West's Writ of Garnishment on CV Sciences is attached hereto as **Exhibit 8**.

9 11. My office did not receive CV Sciences' Garnishment Answers until November 17,
10 2017 via email from the Laughlin Constable.

11 12. Upon review, the reported amount of gross earnings remains unchanged from CV
12 Sciences' prior answers to Writ of Garnishment interrogatories, the amount of \$12,692.31. *See*
13 Answers to Writ of Garnishment Interrogatories stamped "APR 06 2017", a true and correct copy
14 of which is attached hereto as **Exhibit 9**.

15 13. This is true despite me raising the issue of CV Sciences' payment of Mr. Mona's
16 car lease and life insurance premiums with Mr. Mona's and CV Sciences' counsel. *See* Email
17 Exchange Between Andrea M. Gandara and Tye S. Hanseen dated June 26, 2017 through August
18 26, 2017, a true and correct copy of which is attached hereto as **Exhibit 10**.

19 14. I emailed CV Sciences' counsel requesting a breakdown regarding the amounts
20 reported as Mr. Mona's gross earnings and deductions required by law in the Garnishment
21 Answers at issue in this Reply, however, I have not received a response to date. *See* Email
22 Exchange Between Andrea M. Gandara and Tye S. Hanseen dated November 16, 2017-November
23 20, 2017, a true and correct copy of which is attached hereto as **Exhibit 11**.


24 15. Given that Far West did not receive the Garnishment Answers until Friday
25 November 17, 2017 (even though same were due Monday October 30, 2017), and given that NRS
26 31.330¹² requires Far West to reply within twenty days of the Garnishment Answers being due,
27

28 ¹² If the garnishee answers as required by the writ, the plaintiff may,
 within 20 days after the expiration of the time allowed for the filing

1 Far West was forced to file this Reply to preserve its rights to object to the information reported
2 by CV Sciences regarding Mr. Mona's earnings and Far West's allowable garnishment.

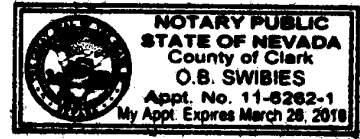
3 I declare under penalty of perjury that the foregoing is true and correct.

4 DATED this 20th day of November, 2017.

5
6 
7 ANDREA M. GANDARA, ESQ.

8
9 SUBSCRIBED and SWORN to before me
10 this 20th day of November, 2017 by Andrea M. Gandara, Esq.

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12 NOTARY PUBLIC



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25 of such answer, reply to the whole or any part thereof by an affidavit
26 traversing the same; the plaintiff may also in the plaintiff's reply
27 allege any matters which would charge the garnishee with liability
28 according to the provisions of this chapter, and such affidavit may
be upon information and belief. If the plaintiff fails to reply within
the time aforesaid, the plaintiff shall be deemed to have accepted the
answer of the garnishee as true, and judgment may be entered
accordingly.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Holley Driggs Walch Fine Wray Puzey & Thompson, and that on the 20th day of November, 2017, I served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve, a true copy of the foregoing **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**, to the addressees below. **Pursuant to EDCR 8.05(i), the date and time of the electronic service is in place of the date and place of deposit in the mail.**

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

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

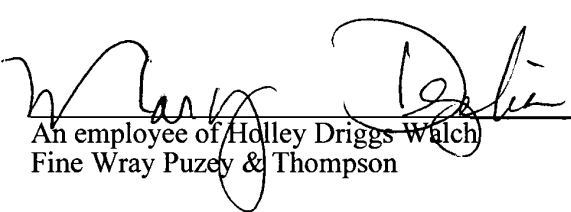

An employee of Holley Driggs Walch
Fine Wray Puzey & Thompson

EXHIBIT 1

EXHIBIT 1

17-5121

NOV 01 2017

1 STATE OF NEVADA)
2 COUNTY OF) ss:

3 The undersigned, being duly sworn, states that I received the within WRIT OF
4 GARNISHMENT on the ____ day of _____, 201____, and personally served the same on
5 the ____ day of _____, 201____ 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 _____, State
8 of 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 Defendant 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.....\$ 12,692.31

1 (2) Deductions required by law (not including child support).....\$ 3,777.12
2 (3) Disposable Earning [Subtract line 2 from line 1]\$ 8,915.19
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.....\$ 8,190.19

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

13 ANSWER: 25% of \$8190.19 = \$2,047.55. There is a
14 biweekly Spousal Support of \$4615.39.

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
20 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
26

27
28

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

ANSWER:

No

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

ANSWER:

ANSWER: Terry A. Coffing, Esq., 10001 Park Run Drive,
Las Vegas, NV 89145

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

Kathleen Kelleher
Kathleen Kelleher

1 STATE OF NEVADA)
2 COUNTY OF Clark)

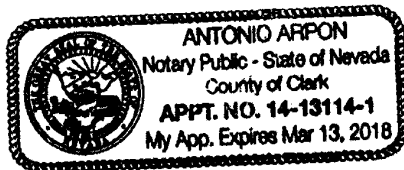
SS:

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

5
6 Kathleen Kelleher
Garnishee

7
8 SUBSCRIBED AND SWORN to before me this
9 30th day of October, 2017.

10 Antonio Arpon
11 NOTARY PUBLIC



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STATE OF NEVADA }
COUNTY OF Clark }

SS:

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

Kathleen Kelleher
Garnishee

SUBSCRIBED AND SWORN to before me this
30th day of October , 2017.

Antonio Arpon
NOTARY PUBLIC

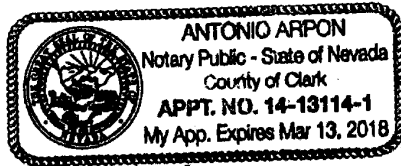


EXHIBIT 2

EXHIBIT 2

10-K 1 cvsciences_10k-123116.htm FORM 10-K

[Table of Contents](#)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

- ☒ **Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the fiscal year ended December 31, 2016
- ☐ **Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the transition period from _____ to _____

Commission File Number: 000-54677

CV Sciences, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

80-0944870

(I.R.S. Employer Identification No.)

2688 South Rainbow Boulevard, Suite B, Las Vegas, NV 89146

(Address number of principal executive offices) (Zip Code)

Registrants telephone number, including area code 866-290-2157

Securities registered under Section 12(b) of the Exchange Act: **None**

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, \$0.0001 par value per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Non-accelerated filer ☐

Accelerated filer ☐

Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Conflicts of Interest

Our directors and officers are not obligated to commit their full time and attention to our business and, accordingly, they may encounter a conflict of interest in allocating their time between our operations and those of other businesses. In the course of their other business activities, they may become aware of investment and business opportunities which may be appropriate for presentation to us as well as other entities to which they owe a fiduciary duty. As a result, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. They may be currently and also in the future may become affiliated with entities that are engaged in business activities similar to those we intend to conduct.

In general, officers and directors of a corporation are required to present business opportunities to the corporation if:

- the corporation could financially undertake the opportunity;
- the opportunity is within the corporation's line of business; and
- it would be unfair to the corporation and its stockholders not to bring the opportunity to the attention of the corporation.

We have adopted a code of ethics that obligates our directors, officers and employees to disclose potential conflicts of interest and prohibits those persons from engaging in such transactions without our consent.

ITEM 11. EXECUTIVE COMPENSATION

The following table summarizes all compensation recorded by us in each of the last two completed fiscal years for our Chief Executive Officer and the two next most highly compensated officers. The value attributable to any option awards is computed in accordance with Financial Standards Accounting Board ASC Topic 718 *Share-Based-Payment* ("ASC 718").

Summary Compensation

Name and Principal Position	Fiscal Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)(1)	Option Awards (\$)(2)	Non-Equity Incentive Plan Compensation (\$)(3)	Nonqualified Deferred Compensation (\$)	All Other Compensation (\$)(4)	Total (\$)
Michael Mona Jr. <i>Chairman, CEO</i>	2016	\$314,808	\$20,000	\$ -	\$ -	\$ 485,442	\$ -	\$ 47,560	\$ 867,810
	2015	\$300,000	\$15,000	\$ -	\$ 790,740	\$ -	\$ -	\$ -	\$ 1,105,740
Michael Mona III <i>Chief Operating Officer</i>	2016	\$202,212	\$20,000	\$ -	\$ -	\$ 314,710	\$ -	\$ 37,915	\$ 574,837
	2015	\$180,000	\$15,000	\$590,000	\$183,959	\$ -	\$ -	\$ -	\$ 968,959
Joseph Dowling <i>Chief Financial Officer and Secretary</i>	2016	\$262,340	\$20,000	\$ -	\$ -	\$ 98,745	\$ -	\$ 10,500	\$ 391,585
	2015	\$215,384	\$15,000	\$ -	\$ 240,339	\$ -	\$ -	\$ -	\$ 470,723

- (1) These amounts reflect the grant date fair value of stock awards as determined by the market price of the Common Stock on the date of grant.
- (2) These amounts reflect the grant date fair value of stock options as determined under ASC Topic 718 and using the Black-Scholes model. The underlying valuation assumptions for stock option awards are further disclosed in Note 11 to our consolidated financial statements filed with our Annual Reports on Form 10-K for the year ended December 31, 2016.
- (3) These amounts reflect the grant date fair value of stand-alone stock options which were not granted under the Amended 2013 Plan (as defined below) as determined under ASC Topic 718 and using the Black-Scholes model. The underlying valuation assumptions for stock option awards are further disclosed in Notes 11 and 15 to our consolidated financial statements filed with this Annual Report on Form 10-K for the year ended December 31, 2016.
- (4) These amounts reflect \$36,824 related to an auto lease and \$10,736 related to life insurance premiums paid by the Company on behalf of Michael Mona Jr, \$37,915 related to an auto lease paid by the Company on behalf of Michael Mona III and \$10,500 related to an auto allowance provided to Joseph Dowling during the year ended December 31, 2016.

PART IV**ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**

Please see the Exhibit Index which follows the signature page to this annual report on Form 10-K and which is incorporated by reference herein.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized,

CV Sciences, Inc.
(Registrant)

By /s/ Michael Mona, Jr.
Michael Mona, Jr.
President and Chief Executive Officer
Dated March 31, 2017

By /s/ Joseph D. Dowling
Joseph D. Dowling
Chief Financial Officer
Dated March 31, 2017

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael Mona, Jr.</u> Michael Mona, Jr.	President, Chief Executive Officer and Director	March 31, 2017
<u>/s/ Michael Mona, III</u> Michael Mona, III	Chief Operating Officer and Director	March 31, 2017
<u>/s/ Larry Raskin</u> Larry Raskin	Director	March 31, 2017
<u>/s/ James McNulty</u> James McNulty	Director	March 31, 2017
<u>/s/ Gary Sligar</u> Gary Sligar	Director	March 31, 2017

EXHIBIT 3

EXHIBIT 3

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DISTRICT COURT
CLARK COUNTY, NEVADA

FAR WEST INDUSTRIES, a California)
corporation,)
)
Plaintiff,)
)
vs.) No. A-12-670352-F
)
RIO VISTA NEVADA, LLC, a Nevada)
limited liability company; WORLD)
DEVELOPMENT, INC., a California)
corporation; BRUCE MAIZE, an)
individual; MICHAEL J. MONA, JR.,)
an individual; DOES 1 through)
100, inclusive,)
)
Defendants.)

JUDGMENT DEBTOR EXAMINATION OF MICHAEL J. MONA, JR.
Las Vegas, Nevada
Wednesday, October 25, 2017

Reported by:
BARBARA R. JUSTL
CCR No. 878
Job No. 2727077
PAGES 1 - 206

1 THE WITNESS: I invoke my Fifth Amendment.
2 BY MR. EDWARDS:
3 Q Tell me about all of your transactions with
4 Mr. Sifen.
5 MR. COFFING: Same objection; same instruction.
6 THE WITNESS: I invoke my Fifth Amendment.
7 MR. EDWARDS: And the basis for the Fifth
8 Amendment objection is the potential civil incarceration?
9 MR. COFFING: Correct.
10 MR. EDWARDS: Okay.
11 MR. COFFING: Well, incarceration. It's not civil
12 at that point in time. I'm sure we'll debate that at
13 some point in time.
14 BY MR. EDWARDS:
15 Q Let's talk about your compensation in CannaVEST --
16 I'm sorry, CV Sciences, right?
17 A Right.
18 Q You got a nice pay raise recently to \$330,000 a
19 year; is that right?
20 A Correct.
21 Q In addition, you also have CV Sciences pay for
22 your life insurance, correct?
23 A Correct.
24 Q And that life insurance policy has been in
25 existence, best I recollect, roughly back to 2004. Does

Page 25

1 that sound right to you?

2 A If not prior to that. That's probably close.

3 Q And it was only recently that CV Sciences began

4 paying for that life insurance policy, correct?

5 A I don't know exactly when they started paying for

6 it. It could be prior. I don't know.

7 Q Okay.

8 A My CFO handles that. I have no idea.

9 Q Before CV Sciences was paying for your life

10 insurance, who paid for your life insurance?

11 A Either myself or Mona Co.

12 Q As part of your compensation, you also receive an

13 auto lease, correct?

14 A The auto lease is in my CFO's name because my

15 credit -- I couldn't even get a lease in my name because

16 of my credit. However, it is my automobile to drive, so

17 the answer is yes. But it's not in my name.

18 Q But it is part of your compensation package,

19 correct?

20 A Yes, it is.

21 Q You hold a number of stock options for

22 CV Sciences, correct?

23 A Yes, I do.

24 Q Have you ever executed any of those stock options?

25 A None.

1 Q Do you own any shares of CV Sciences?
2 A Only options.
3 Q So no shares?
4 A Correct.
5 Q Does any entity that you control own any shares in
6 CV Sciences?
7 A Which entity do I control?
8 Q You tell me.
9 A There is no entity I control. I thought you said
10 this entity.
11 Q No, I was asking --
12 A Can you speak up a little? My hearing is not the
13 best.
14 Q Sure. Does any entity that you control own shares
15 in CV Sciences?
16 A No.
17 Q In the divorce decree, Rhonda was awarded stock
18 options in CV Sciences, correct?
19 A Yes.
20 Q Is CV Sciences going to honor that award of the
21 stock options to Rhonda?
22 A Yes.
23 Q You recently amended your employment agreement
24 with CV Sciences, correct?
25 A Correct.

Page 27

1 know, but I would have to say Rhonda Mona.

2 Q Before Rhonda, was there another beneficiary?

3 A I don't believe so.

4 Q And you said you were advised to change the

5 beneficiary to the LLC. Who advised you of that?

6 MR. COFFING: If an attorney advised you of

7 that --

8 THE WITNESS: An attorney.

9 MR. COFFING: -- then calls for attorney/client

10 privilege.

11 Instruct you not to answer.

12 BY MR. EDWARDS:

13 Q CV Sciences also maintains the insurance for the

14 vehicle you drive?

15 A Correct.

16 Q That's part of your compensation as well?

17 A Correct.

18 Q And that's compensation for the professional

19 service you provide to CV Sciences?

20 A For being the president and CEO, correct.

21 Founder, president and CEO, yes.

22 Q CV Sciences also maintains the DMV registration

23 for the vehicle --

24 A Correct.

25 Q -- it allows you to use?

1 A Correct.

2 Q And the vehicle we're talking about is a -- is

3 that a 2016 Range Rover?

4 A Correct.

5 Q Worth about 130,000?

6 A I don't know the value of it.

7 Q I guess when it was purchased.

8 A I wasn't involved in the purchase. I don't know

9 the purchase price. That was my CFO.

10 Q You signed the form 10K on behalf of CV Sciences,

11 right?

12 A Correct.

13 Q And you do so under penalty of perjury that

14 everything in there is correct, right?

15 A Correct.

16 Q So to the extent that the 10K identifies your

17 compensation for 2016, I can simply rely on what's stated

18 in the 10K, correct?

19 A Well, I'm obviously relying on my CFO who prepares

20 them, but yes, I do sign it, and correct. But I have

21 no -- I do not prepare it, obviously.

22 Q Let's talk about your Red Arrow property. The

23 property was awarded to you in the divorce, correct?

24 A Correct.

25 Q And you've got a loan from Bank of America against

1 I, the undersigned, a Certified Court Reporter of
2 the State of Nevada, do hereby certify:

3 That the foregoing proceedings were taken before
4 me at the time and place herein set forth; that any
5 witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; that the
9 foregoing transcript is a true record of the testimony
10 given.

11 Further, that before completion of the
12 proceedings, review of the transcript [] was [XX] was
13 not requested.

14 I further certify I am neither financially
15 interested in the action nor a relative or employee of
16 any attorney or party to this action.

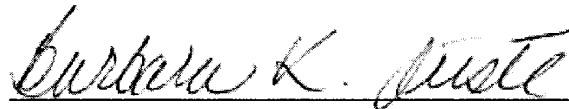
17 IN WITNESS WHEREOF, I have this date
18 subscribed my name.

19 Dated: November 10, 2017.

20

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22



23

BARBARA R. JUSTL, RPR

24

CCR No. 878

25

Page 206

EXHIBIT 4

EXHIBIT 4

Land Rover San Diego
9455 Clayton Drive
San Diego, CA 92126

Customer: Cy Sciences Inc
Prepared By: Tina Long
Vehicle: 2018 Land Rover Range
VIN: SALGS2EF0GA287953
Sell Price: \$111,497.00
Lien Holder: JPMORGAN CHASE BANK, N.A.

Term: 24
MF: 0.00486
Cash down: \$30,000.00
Amount Financed: \$88,960.33

Optional Products and Services Disclosure

CUSTOMER ACCEPTS COVERAGE	CUSTOMER DECLINES COVERAGE
confirms that the following products were presented as below and accepted.	confirms that the following products were presented as below and declined.
	\$148.23/mo. Term Care Select Coverage: 36/36
	\$39.95/mo. Lo Jack Level: BASIC LO JACK
	\$120.35/mo. Luxcare Plus Level: 3 yr
	\$113.06/mo. 3 for 1 Tire and Wheel Level: 36 month
Total, ACCEPTED products: \$0.00	Total, DECLINED products: \$8,390.00

Installment Payment EXCLUDING listed items: \$1,137.33 Installment Payment INCLUDING listed items: \$1,137.33
--

Both installment payments quoted in the lines above include other amounts to be financed in the Conditional Sales Contract such as the price of the vehicle, accessories, government fees, taxes, and the items listed below. By signing below I consent to these sums and the accepted charges above being included in the Conditional Sales Contract and acknowledge receipt of this disclosure before signing the Conditional Sales Contract.

Document Processing Charge (not a government fee) \$ _____
Emissions Testing Charge \$ _____
Electronic Vehicle Registration or Transfer Charge \$ _____
Prior Credit or Lease Balance Remaining on Trade-In \$ _____

Customer Signature: Joseph Dantin
CoBuyer Signature: Joseph Dantin

Date: 6/28/16
Date: 6/28/16

Payment and financing terms, such as the amount of the installment payment, term, APR, and cash down, are estimates and are subject to final lender approval. You are not required to purchase any of the above products and services; financing terms and approval are not conditioned on the purchase of any of these products and services. This document is not a purchase contract, purchase order, or binding commitment. See the Conditional Sale Contract for actual terms, conditions and important disclosures. The products and services may be purchased separately and the descriptions of optional products and services listed above are for reference only; see the product documentation (available from dealer before purchase) for exact coverage, terms, exclusions and limitations.

LEASE AGREEMENT

[illegible]

EXHIBIT 5

EXHIBIT 5

CV SCIENCES INC
OPERATING ACCOUNT
2688 S RAINBOW BLVD STE B
LAS VEGAS, NV 89146

Page Number
Account Number:
Date

1
3 of 13
09/30/16

Enclosures

98

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
09/01/2016	5,000.00	EFT/ACH Debit FSBONBP:KBO96Y13:H N JONES III
09/01/2016	5,500.00	EFT/ACH Debit FSBONBP:PBQ96Y13:NOVANUTRA, LLC
09/02/2016	178.56	Ach withdrawal ADP PAYROLL FEES ADP - FEES
09/06/2016	15,000.00	EFT/ACH Debit FSBONBP:KBT9GYAF:CHAPMAN PHARMACEUTICAL CONSU
09/07/2016	100,000.00	Ach withdrawal AMEX EPayment ACH PMT
09/08/2016	1,789.38	Ach withdrawal WEST COAST LIFE INS. PREM.
09/08/2016	77,231.63	Ach withdrawal ADP EEPAY/GARNWC EEPAY/GARN
09/08/2016	50,000.00	International wire out INT'L OUTGOING WIRE-HEMPCONSULTING
09/09/2016	313.63	Ach withdrawal COX COMM LAS BANKDRAFT
09/09/2016	35,151.41	Ach withdrawal ADP Tax/401k TAX/401K
09/12/2016	8,758.45	Wire Transfer Out OUTGOING WIRE-BROADRIDGE ICS
09/15/2016	6,449.77	Ach withdrawal ADP Tax/401k TAX/401K
09/15/2016	13,885.17	Ach withdrawal ADP EEPAY/GARNWC EEPAY/GARN
09/16/2016	2,000.00	EFT/ACH Debit FSBONBP:CBC9DYS7:DAVID CASPER
09/16/2016	169.72	Ach withdrawal ADP PAYROLL FEES ADP - FEES
09/16/2016	158,202.39	Ach withdrawal AMEX EPAYMENT ACH PMT
09/16/2016	2,132.08	International wire out INT'L OUTGOING WIRE-LEXENCE
09/19/2016	292.28	Ach withdrawal ADP Tax/401k TAX/401K
09/19/2016	1,649.94	Ach withdrawal ADP EEPAY/GARNWC EEPAY/GARN
09/22/2016	36,099.09	Ach withdrawal ADP Tax/401k TAX/401K
09/22/2016	80,061.78	Ach withdrawal ADP EEPAY/GARNWC EEPAY/GARN
09/23/2016	1,319.16	Ach withdrawal

MONA 3RD JDE 00250

5246

CV SCIENCES INC
 OPERATING ACCOUNT
 2688 S RAINBOW BLVD STE B
 LAS VEGAS, NV 89146

Page Number
 Account Number:
 Date

1
 4 of 14
 08/31/16

Enclosures

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OTHER DEBITS		
DATE	AMOUNT	DESCRIPTION
08/15/2016	1,789.38	Ach withdrawal WEST COAST LIFE INS. PREM.
08/16/2016	2,000.00	EFT/ACH Debit FSBONBP:7BT9NK3Q DAVID CASPER
08/16/2016	259,516.51	Ach withdrawal AMEX EPAYMENT ACH PMT
08/18/2016	156.56	Ach withdrawal PITNEY BOWES PITNEY3
08/19/2016	1,492.56	Miscellaneous Debit Chargeback by THE VITAMIN FOX
08/19/2016	208.02	Ach withdrawal ADP PAYROLL FEES ADP - FEES
08/25/2016	40,500.00	Wire Transfer Out OUTGOING WIRE-COSCO INTERNATIONAL
08/25/2016	549.25	Ach withdrawal SD GAS ELEC PAID SDGE
08/25/2016	37,426.90	Ach withdrawal ADP Tax/401k TAX/401K
08/25/2016	77,009.67	Ach withdrawal ADP EEPAY/GARNWC EEPAY/GARN
08/30/2016	50,000.00	Ach withdrawal AMEX EPAYMENT ACH PMT



DAILY BALANCE INFORMATION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/31/2016	905,098.03	08/10/2016	691,609.37	08/22/2016	684,348.41
08/01/2016	838,029.14	08/11/2016	581,331.59	08/23/2016	669,966.99
08/02/2016	800,223.25	08/12/2016	538,915.38	08/24/2016	612,891.41
08/03/2016	778,010.28	08/15/2016	532,313.68	08/25/2016	451,651.85
08/04/2016	771,968.30	08/16/2016	256,205.17	08/26/2016	456,864.32
08/05/2016	821,896.80	08/17/2016	696,760.47	08/29/2016	440,466.10
08/08/2016	804,396.80	08/18/2016	695,537.68	08/30/2016	741,560.11
08/09/2016	793,157.01	08/19/2016	695,304.66	08/31/2016	703,251.76

MONA 3RD JDE 00249

5247

Thank you for banking with First Security Bank of Nevada. If you need assistance, contact customer service.

Account Detail

CV SCIENCES

Available balance: \$358,848.01 • Current Balance: \$408,848.01

Pending Transactions

No Records Available

Posted Transactions


Date	Description	Withdrawal / Advance	Deposit / Payment
9/7/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
8/9/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
7/7/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
6/7/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
5/9/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
4/7/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
3/8/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
2/8/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
1/9/2017	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
12/7/2016	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
11/9/2016	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	
10/7/2016	ACH WITHDRAWAL WEST COAST LIFE INS. PREM.	1,789.38	

Note: Available balance includes memo posted activity.


Account Number:
Capture Date: July 18, 2016
Item Number: 5250218566903
Posted Date: July 18, 2016
Posted Item Number: 801
Amount: 1,789.38
Record Type: Debit

CV SCIENCES INC
2688 S RAINBOW BLVD STE B
LAS VEGAS NV 89146

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CV SCIENCES INC
2688 S. RAINBOW BLVD., SUITE B
LAS VEGAS, NV 89146



FIRST SECURITY BANK
OF NEVADA

4083
94-231/1274

DATE July 13, 2016

PAY TO THE ORDER OF MonaCo Development, LLC

\$ *** 1,789.38*

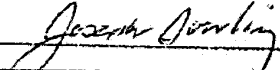
One thousand seven hundred eighty-nine dollars and 38/100

DOLLARS

MonaCo Development, LLC
2688 S S. Rainbow Blvd, Suite B
La Vegas NV 89146

MEMO

FOR DEPOSIT ONLY



THE BACK OF THIS DOCUMENT CONTAINED CHECK SECURITY WATERMARKS AND COLORED REACTIVE INK

⑈004083⑈ ⑆12240231⑆ 3020769⑆⑈

[illegible]

5249

Date	Ck#	West Coast Life Insurance
7/18/2016	4083	1,789.38
8/15/2016	ACH	1,789.38
9/8/2016	ACH	1,789.38
10/7/2016	ACH	1,789.38
11/9/2016	ACH	1,789.38
12/7/2016	ACH	1,789.38
1/9/2017	ACH	1,789.38
2/8/2017	ACH	1,789.38
3/8/2017	ACH	1,789.38
4/7/2017	ACH	1,789.38
5/9/2017	ACH	1,789.38
6/7/2017	ACH	1,789.38
7/7/2017	ACH	1,789.38
8/9/2017	ACH	1,789.38
9/7/2017	ACH	1,789.38
Total	\$	<u>26,840.70</u>