

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1 **NOAS**  
2 MARK G. SIMONS, ESQ.  
3 Nevada Bar No. 5132  
4 MSimons@SHJNevada.com  
5 SIMONS HALL JOHNSTON PC  
6 6490 S. McCarran Blvd., Ste. F-46  
7 Reno, Nevada 89509  
8 Telephone: (775) 785-0088  
9 Facsimile: (775) 785-0087  
10  
11 *Attorneys for Nanyah Vegas, LLC*

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

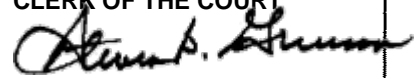
Plaintiff,

v.

TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Electronically Filed  
10/24/2019 4:56 PM  
Steven D. Grierson  
CLERK OF THE COURT



Electronically Filed  
Nov 01 2019 11:32 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**CASE NO.: A-13-686303-C**  
**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**NOTICE OF APPEAL**

1 NOTICE IS HEREBY GIVEN, that Nanyah Vegas, LLC, by and through his  
2 attorney Mark G. Simons of SIMONS HALL JOHNSTON PC, hereby appeals to the  
3 Nevada Supreme Court for the following:

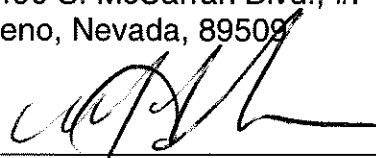
- 4 1. 10/4/19 Decision (**Exhibit 1**);
  - 5 2. 5/29/19 Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief  
6 (**Exhibit 2**);
  - 7 3. 5/29/19 Order Regarding Plaintiff's Emergency Motion to Address  
8 Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to  
9 Continue Trial for Purposes of NRS 163.120 (**Exhibit 3**);
  - 10 4. 5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury  
11 Instructions (**Exhibit 4**);
  - 12 5. 5/1/19 Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on  
13 Motion in Limine #5 re: Parol Evidence Rule (**Exhibit 5**);
  - 14 6. 4/30/19 Order (Dismissal of Rogich Trust) (**Exhibit 6**);
  - 15 7. 4/17/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date  
16 of Discovery (**Exhibit 7**);
  - 17 8. 4/10/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol  
18 Evidence Rule (**Exhibit 8**);
  - 19 9. 10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually and as  
20 Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary  
21 Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment  
22 (**Exhibit 9**);
  - 23 10. 8/10/18 Order Denying Nanyah Vegas, LLC's Motion for Reconsideration (of  
24 5/22/18 Order) (**Exhibit 10**);
- 25  
26  
27  
28

11. 5/22/18 Order Partially Granting Summary Judgment (**Exhibit 11**);
12. 5/22/18 Order Denying Countermotion for Summary Judgment and Denying NRCP 56(F) Relief (**Exhibit 12**).
13. All judgments and orders in this case; and
14. All rulings and interlocutory orders made appealable by any of the foregoing.

**AFFIRMATION:** This document does not contain the social security number of any person.

DATED this 24<sup>th</sup> day of October, 2019.

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., #F-46  
Reno, Nevada, 89509



MARK G. SIMONS  
*Attorney for Nanyah Vegas, LLC*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of  
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of  
the **NOTICE OF APPEAL** on all parties to this action via the Odyssey E-Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
Brandon McDonald	<a href="mailto:brandon@mcdonaldlayers.com">brandon@mcdonaldlayers.com</a>
Bryan A. Lindsey	<a href="mailto:bryan@nvfirm.com">bryan@nvfirm.com</a>
Charles Barnabi	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
Christy Cahall	<a href="mailto:christy@nvfirm.com">christy@nvfirm.com</a>
Lettie Herrera	<a href="mailto:lettie.herrera@andrewleavittlaw.com">lettie.herrera@andrewleavittlaw.com</a>
Rob Hernquist	<a href="mailto:rhernquist@lionelsawyer.com">rhernquist@lionelsawyer.com</a>
Samuel A. Schwartz	<a href="mailto:sam@nvfirm.com">sam@nvfirm.com</a>
Samuel Lionel	<a href="mailto:slionel@fclaw.com">slionel@fclaw.com</a>
CJ Barnabi	<a href="mailto:cj@cohenjohnson.com">cj@cohenjohnson.com</a>
H S Johnson	<a href="mailto:calendar@cohenjohnson.com">calendar@cohenjohnson.com</a>
Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 24 day of October, 2019.

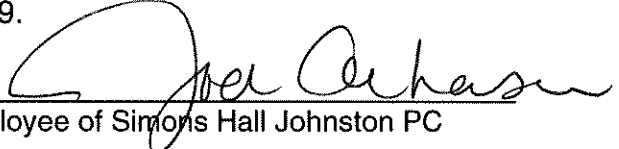
  
Employee of Simons Hall Johnston PC

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	10/4/19 Decision	9
2	5/29/19 Order	3
3	5/29/19 Order	3
4	5/1/19 Order	4
5	5/1/19 Order	4
6	4/30/19 Order	4
7	4/17/19 Order	4
8	4/10/19 Order	3
9	10/5/18 Order	10
10	8/10/18 Order	2
11	5/22/18 Order	4
12	5/22/18 Order	3

**EXHIBIT 1**

**EXHIBIT 1**



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

DECISION

Pending before the Court are (1) Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e); (2) Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and (3) Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e). The matter came on for hearing on Motions Calendar on September 5, 2019 and following arguments of counsel, as well as the pleadings and papers on file herein, the Court took the matter under advisement. This decision follows.

**I. Eldorado Hills LLC's Motion for Dismissal Under Rule 41(e)**

On July 22, 2019, Defendant Eldorado Hills, LLC ("Eldorado") filed its Motion for Dismissal Under N.R.C.P 41(e)(4)(B). Eldorado argues that dismissal is warranted because three years have elapsed since the remittitur was filed with the Court and that Nanyah Vegas, LLC ("Nanyah") failed to prosecute its case within the applicable limitations. This Court agrees.

///

RECEIVED

OCT - 4 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

### Applicable Standard

N.R.C.P. 41(e)(4)(B), in pertinent part, provides that “[i]f a party appeals a judgment and the judgment is reversed on appeal and remanded for a new trial, the court must dismiss the action for want of prosecution if a plaintiff fails to bring the action to trial within 3 years after the remittitur was filed in the trial court (emphasis added).” In order to avoid dismissal, the parties may stipulate, in writing, to extend the time in which to prosecute the action. *See*, N.R.C.P. 41(e)(5).

### Discussion

The Complaint in the instant action was filed on July 31, 2013. On July 25, 2014, Eldorado filed a Motion for Partial Summary Judgment seeking to dismiss the unjust enrichment claim, which this Court granted. Nanyah appealed this Court’s dismissal to the Nevada Supreme Court. The Nevada Supreme Court issued an Order of Reversal and Remand, finding that there was a question of fact with respect to Nanyah’s unjust enrichment claim. On April 29, 2016, the Nevada Supreme Court’s remittitur was filed with this Court, thus, triggering the limitations imposed under N.R.C.P. 41(e)(4)(B). Given this remittitur, Nanyah must have brought the action to trial by April 29, 2019, or otherwise stipulated to extend for purposes of N.R.C.P. 41(e).

**The instant case was not brought to trial within the time limits of Rule 41(e); moreover, the parties did not agree to stipulate the proceedings for purposes of N.R.C.P 41(e).**

The Nevada Supreme Court has held that the swearing of a witness who gives testimony is sufficient to commence trial and thus toll the limitations period specified in N.R.C.P. 41(e). *See Lipitt v. State*, 103 Nev. 412, 413 (1987). Alternatively, examining a juror satisfies the limitations in N.R.C.P. 41(e) and avoids dismissal. *See Smith v. Timm*, 96 Nev. 197, 200 (1980).



1 In *Prostack v. Lowden*, the Nevada Supreme Court interpreted N.R.C.P. 41(e) in the  
2 context of the 5-year rule embedded therein and held that “an oral stipulation, entered into in  
3 open court, approved by the judge, and spread upon the minutes, is the equivalent of a written  
4 stipulation for the purposes of this rule.” 96 Nev. 230, 231 (1980). However, the *Prostack* Court  
5 also held that a stipulation that is silent as to the 5-year rule is not sufficient to satisfy N.R.C.P.  
6 41(e)’s written-stipulation requirement. *Id.* at 231. The *Prostack* Court further held that “words  
7 and conduct, short of a written stipulation, cannot estop a defendant from asserting the  
8 mandatory dismissal rule.” *Id.* (quoting *Thran v. District Court*, 79 Nev. 176, 181 (1963)).

9  
10 Here, in order to avoid mandatory dismissal, Nanyah must have either (1) called a  
11 witness; (2) examined a juror; or (3) stipulated to extend trial expressly for purposes of  
12 N.R.C.P. 41(e). None of the three scenarios occurred because the jury trial was halted before  
13 *voir dire* even began. First, not a single witness was called nor has a single juror been examined.  
14 As such, this Court finds that trial has not begun for purposes of surviving a N.R.C.P. 41(e)  
15 dismissal. Second, the April 22, 2019 oral stipulation that was made on the Court’s record was  
16 silent as to N.R.C.P. 41(e)(4)(B)’s 3-year rule. Moreover, the Stipulation and Order Suspending  
17 Jury Trial filed on May 16, 2019 with this Court was also silent as to N.R.C.P. 41(e)(4)(B)’s 3-  
18 year rule. Rather, the jury trial was suspended to allow Nanyah to file an emergency writ with  
19 the Supreme Court with respect to this Court’s Order dated April 30, 2019.<sup>1</sup> Therefore,  
20 under *Prostack*, this Court finds that the stipulations that were made were not sufficient to  
21 satisfy the rule’s express written-stipulation requirement.

22 Accordingly, mandatory dismissal is warranted under N.R.C.P. 41(e)(4)(B).  
23  
24  
25  
26  
27  
28

1 In its Order, the Court dismissed the Rogich Trust defendants with prejudice.

1                   **II.     Eldorado Hills, LLC's Motion for Summary Judgment**

2                   In addition to its Motion to Dismiss discussed *supra*, Eldorado filed a Motion for  
3 Summary Judgment on May 22, 2019.<sup>2</sup> Eldorado argues that Nanyah's only remaining claim  
4 against it for unjust enrichment should be dismissed because Nanyah once had an adequate  
5 remedy at law against the Rogich Trust. This Court disagrees.  
6

7                                   **Applicable Standard**

8                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
9 that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
10 a matter of law. *See*, N.R.C.P. 56 et seq. When deciding a summary judgment motion, this  
11 Court views the evidence in a light most favorable to the nonmoving party. *Id.*  
12

13                                   **Discussion**

14                   "Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the  
15 defendant appreciates such benefit, and there is acceptance and retention by the defendant of  
16 such benefit under circumstances such that it would be inequitable for him to retain the benefit  
17 without payment of the value thereof." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev.  
18 371, 381 (2012). "An action based on a theory of unjust enrichment is not available when there  
19 is an express, written contract, because no agreement can be implied when there is an express  
20 agreement." *Leasepartners Corp. v. Robert L. Brooks Trust Dated November 12, 1975*, 113  
21 Nev. 747, 755 (1997).  
22

23                   Here, it is undisputed that Nanyah wired Eldorado \$1,500,000 as memorialized in the  
24 October 30, 2008 Membership Interest Purchase Agreement (the "MIPA"). In this MIPA, the  
25 Rogich Trust agreed to solely assume the obligation to pay Nanyah's debt. However, this Court  
26

27  
28                   <sup>2</sup> In light of this Court's ruling on Eldorado's Motion for Dismissal Pursuant to N.R.C.P. 41(e), Eldorado's Motion  
for Summary Judgment is moot. Nevertheless, this Court will analyze the motion on the merits.

1 dismissed the Rogich Trust because Nanyah's written demand for a list of beneficiaries was  
2 untimely under N.R.S. 163.120 as such notification would not permit interested beneficiaries of  
3 the trust an opportunity to intervene in this action pursuant to N.R.S. 12.130(1). Given this  
4 dismissal, Nanyah does not currently have an adequate remedy at law in which to pursue. Thus,  
5 in light of this Court's decision, unjust enrichment is appropriate as an alternative equitable  
6 basis.  
7

8         The Court disagrees with Eldorado's argument that Nanyah once *had* an adequate  
9 remedy at law, which bars it from pursuing a claim against it for unjust enrichment. The case  
10 law in Nevada is consistent in holding that recovery based on unjust enrichment is unavailable  
11 if the party *has* an adequate remedy at law. Thus, the test is not past tense—as Eldorado  
12 suggests—but rather present perfect tense.  
13

14         Viewing facts in light most favorable to Nanyah, questions of fact exist as to whether the  
15 *Certified Fire Prot. Inc.* test is met. First, Nanyah has established, for purposes of surviving  
16 summary judgment, that Eldorado received a benefit from the \$1,500,000 investment in made in  
17 Eldorado. Second, Nanyah has shown that Eldorado accepted the funds and that it had a  
18 reasonable expectation of payment. And, Nanyah has demonstrated that it would be inequitable  
19 for Eldorado to retain Nanyah's investment without payment.  
20

21         For these reasons, summary judgment on Nanyah's unjust enrichment claim is  
22 premature.  
23

24 ///

25 ///

26 ///

27 ///

28 ///

1                   **III. Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary**  
2                   **Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to**  
3                   **NRCP 50(e)**

4                   On May 10, 2019, Defendants Sigmund Rogich and Imitations, LLC filed their Motion  
5 for Summary Judgment, or alternatively, for judgment as a matter of law pursuant to N.R.C.P.  
6 50(a) with the Court seeking dismissal of (1) the breach of contract claim against Mr. Rogich,  
7 individually; (2) the breach of implied covenant of good faith and fair dealing claim against Mr.  
8 Rogich, individually; and (3) the conspiracy claim against Mr. Rogich, individually, and  
9 Imitations, LLC. This Court agrees with Defendants Sigmund Rogich and Imitations, LLC that  
10 summary judgment is warranted.  
11

12                                   **Applicable Standard**

13                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
14 that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
15 a matter of law. *See*, N.R.C.P. 56.  
16

17                                   **Discussion**

18                   **A. Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair**  
19                   **Dealing**

20                   The elements necessary for breach of contract are as follows: (1) formation of a valid  
21 contract; (2) performance or excuse of performance by the plaintiff; (3) material breach by the  
22 defendant; and (4) damages. *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 134 (1987). In  
23 Nevada, an implied covenant of good faith and fair dealing exists in every contract. *A.C. Shaw*  
24 *Const., Inc. v. Washoe County*, 105 Nev. 913, 915 (1989). When a party seeks only contractual  
25 damages, that party must show that the breaching party acted in bad faith. *Nelson v. Heer*, 123  
26 Nev. 217, 226 (2007) ("It is well established that all contracts impose upon the parties an  
27  
28

1 implied covenant of good faith and fair dealing, which prohibits arbitrary or unfair acts by one  
2 party that work to the disadvantage of the other.”

3  
4 Here, no contractual relationship between Mr. Rogich—**individually**—and Nanyah  
5 exists. While Mr. Rogich was the Trustee of the Rogich Trust, “a trustee is **not personally**  
6 **liable** on a contract properly entered into in the capacity of representative in the course of  
7 administration of the trust unless the trustee fails to reveal the representative capacity or identify  
8 the trust in the contract.” *See*, NRS 163.120. One of the fundamental elements of a breach of  
9 contract claim is for a valid contract—oral or otherwise—to exist.

10  
11 In its opposition, Nanyah argues that there are questions of fact related to whether Mr.  
12 Rogich is personally liable under the alter ego doctrine. “A party who wishes to assert an alter  
13 ego claim must do so in an **independent action** against the alleged alter ego with the requisite  
14 notice, service of process, and other attributes of due process (emphasis added).” *Callie v.*  
15 *Bowling*, 123 Nev. 181, 185 (2007). Nanyah has not alleged alter ego as a separate independent  
16 action against Mr. Rogich. Thus, its assertion that there are questions as fact under the alter ego  
17 doctrine is without merit.<sup>3</sup>

18  
19 Similarly, Nanyah argues that there are questions of fact as to the existence of a “special  
20 relationship” between Nanyah and Mr. Rogich, individually. This Court disagrees. First, the  
21 special relationship requirement is for tortious conduct, which are only available “in rare and  
22 exceptional cases when there is a special relationship between the victim and tortfeasor,” or  
23 where one party holds “‘vastly superior bargaining power’ ” over another. *See K Mart Corp. v.*  
24 *Ponsock*, 103 Nev. 39, 49 (1987). The relationships between the parties here are memorialized  
25 in contractual agreements. Specifically, this dispute arises out of an investment by Nanyah in  
26

27  
28 <sup>3</sup> Further, this Court cannot grant Nanyah leave to amend if it so seeks it at this juncture because the applicable  
statute of limitations bars alter ego claims.

1 Eldorado Hills. Eldorado Hills owned 161 acres of real property in Boulder City that was  
2 intended to be developed into commercial mixed-use facilities. Nanyah invested in Eldorado  
3 \$1,500,000. Agreements in October, 2008 affirm that the Rogich Trust solely owed Nanyah its  
4 \$1,500,000 investment. The Court does not find that any party had “superior bargaining  
5 powers” over another. Thus, the relationship is not a special relationship that gives rise to  
6 recovery of tort damages; rather, it is a contractual relationship. *See Nelson v. Heer*, 123 Nev.  
7 217, 226 (2007).  
8

9 Accordingly, because there is no contract between Nanyah and Mr. Rogich individually,  
10 the Court finds that summary judgment is appropriate on Nanyah’s causes of actions for breach  
11 of contract and breach of the implied covenant of good faith and fair dealing against Mr.  
12 Rogich.  
13

#### 14 **B. Civil Conspiracy**

15 An actionable civil conspiracy “consists of a combination of two or more persons who,  
16 by some concerted action, **intend to accomplish an unlawful objective** for the purpose of  
17 harming another, and damage results from the act or acts.” *Consol. Generator-Nevada, Inc. v.*  
18 *Cummins Engine Co.*, 114 Nev. 1304, 1311 (1998).  
19

20 Here, Nanyah’s conspiracy claims are primarily premised on agreements in which the  
21 Rogich Trust agreed to indemnify Nanyah. Imitations, LLC was not a party to any of these  
22 agreements. Nevertheless, the Court does not find that there was intent to pursue an unlawful  
23 objective based on (1) Mr. Rogich’s declaration; and (2) the agreements at issue. While Nanyah  
24 cites to Mr. Rogich’s deposition as evidence of his unlawful intent, the testimony does not  
25 expressly state that he intended to accomplish an *unlawful* object for the purpose of harming  
26 Nanyah. Similarly, there is no evidence in the record that Defendant Imitations, LLC neither  
27 intended to accomplish an unlawful objective nor was Defendant Imitations, LLC even a party  
28

1 to the agreements at issue. Finally, there are not facts in dispute of an illegal agreement amongst  
2 the parties. Without the necessary intent requirement under *Consol. Generator-Nevada, Inc.*,  
3 Nanyah's conspiracy claims cannot succeed.  
4

5 As such, summary judgment is appropriate on the civil conspiracy cause of action.

6 **ORDER**

7 Accordingly, **COURT ORDERS** for good cause appearing and after review that the  
8 Motion Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule  
9 41(e) is hereby **GRANTED**.

10 **COURT FURTHER ORDERS** for good cause appearing and after review that  
11 Defendant Eldorado Hills, LLC's Motion for Summary Judgment on the unjust enrichment  
12 claim is hereby **DENIED**.  
13

14 **COURT FURTHER ORDERS** for good cause appearing and after review that  
15 Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or  
16 Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e) is hereby **GRANTED**.  
17

18 DATED this 30 day of September, 2019.  
19

20 Nancy L Allf  
21 NANCY ALLF  
22 DISTRICT COURT JUDGE  
23  
24  
25  
26  
27  
28

**EXHIBIT 2**

**EXHIBIT 2**





1 **ORDR (CIV)**  
2 MARK G. SIMONS, ESQ.  
3 Nevada Bar No. 5132  
4 [MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)  
5 SIMONS HALL JOHNSTON PC  
6 6490 S. McCarran Blvd., Ste. F-46  
7 Reno, Nevada 89509  
8 Telephone: (775) 785-0088  
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

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

13 CARLOS A. HUERTA, an individual; CARLOS A.  
14 HUERTA as Trustee of THE ALEXANDER  
15 CHRISTOPHER TRUST, a Trust established in  
16 Nevada as assignee of interests of GO GLOBAL,  
17 INC., a Nevada corporation; NANYAH VEGAS,  
18 LLC, A Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as Trustee  
22 of The Rogich Family Irrevocable Trust;  
23 ELDORADO HILLS, LLC, a Nevada limited liability  
24 company; DOES I-X; and/or ROE  
25 CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited liability  
28 company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company;  
PETER ELIADAS, individually and as Trustee of  
the The Eliades Survivor Trust of 10/30/08;  
SIGMUND ROGICH, individually and as Trustee  
of The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**  
**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**ORDER DENYING NANYAH**  
**VEGAS, LLC'S MOTION FOR**  
**NRCP 15 RELIEF**

1 Nanyah Vegas, LLC's ("Nanyah") Motion for NRCP 15 Relief (the "Motion to  
2 Amend") came before the Court on April 22, 2019.

3 **APPEARANCES**

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Dennis Kennedy, Esq. and  
6 Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- 7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family  
8 Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the  
9 "Rogich Defendants"): Samuel Lionel, Esq., Thomas Fell, Esq., and  
10 Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 11 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

12 **ORDER**

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
14 pleadings on file, and having considered the same, and for the reasons stated upon the  
15 record, DENIES the Motion to Amend for the following reason.

- 16 ➤ Nanyah moved the Court to amend its pleading to assert an implied-in-fact contract  
17 against Eldorado Hills. In Case No. A-13-686303-C, Nanyah pled an implied-in-  
18 fact contract claim against Eldorado Hills in its original Complaint. However, on  
19 October 21, 2013, Nanyah filed a First Amended Complaint and voluntarily omitted  
20 its implied-in-fact contract claim against Eldorado Hills. Thus, the Court finds that  
21 Nanyah voluntarily abandoned its implied-in-fact contract claim against Eldorado  
22 Hills.
- 23 ➤ The Court also finds that the Motion to Amend is untimely.

24 ///

25 ///

26 ///

27 ///

28 ///

1 > Finally, the Court finds that it would be unfair and prejudicial to require Eldorado  
2 Hills to be prepared to defend against an implied-in-fact contract claim that was  
3 abandoned in 2013 and was not reasserted until immediately before trial.  
4

5 DATED this 20 day of May, 2019.  
6

7 Nancy L. Alf

DISTRICT COURT JUDGE

8 Submitted by:

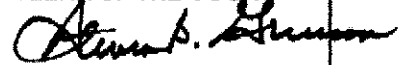
9 **SIMONS HALL JOHNSTON PC**

10  
11 By: 

12 Mark Simons, Esq.  
13 6490 South McCarran Blvd., #F-46  
14 Reno, NV 89509  
15 Attorneys for Plaintiff Nanyah Vegas, LLC  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT 3**

**EXHIBIT 3**



1 **ORDER**

2 MARK G. SIMONS, ESQ.  
3 Nevada Bar No. 5132  
4 MSimons@SHJNevada.com  
5 SIMONS HALL JOHNSTON PC  
6 6490 S. McCarran Blvd., Ste. F-46  
7 Reno, Nevada 89509  
8 Telephone: (775) 785-0088  
9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CARLOS A. HUERTA, an individual; CARLOS A.  
14 HUERTA as Trustee of THE ALEXANDER  
15 CHRISTOPHER TRUST, a Trust established in  
16 Nevada as assignee of interests of GO GLOBAL,  
17 INC., a Nevada corporation; NANYAH VEGAS,  
18 LLC, A Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as Trustee  
22 of The Rogich Family Irrevocable Trust;  
23 ELDORADO HILLS, LLC, a Nevada limited liability  
24 company; DOES I-X; and/or ROE  
25 CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited liability  
28 company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company;  
PETER ELIADAS, individually and as Trustee of  
the The Eliades Survivor Trust of 10/30/08;  
SIGMUND ROGICH, individually and as Trustee  
of The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**  
**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**ORDER REGARDING  
PLAINTIFF'S EMERGENCY  
MOTION TO ADDRESS  
DEFENDANT THE ROGICH  
FAMILY IRREVOCABLE  
TRUST'S NRS 163.120  
NOTICE AND/OR MOTION TO  
CONTINUE TRIAL FOR  
PURPOSES OF NRS 163.120**

1 Plaintiff, Nanyah Vegas, LLC ("Plaintiff"), having filed its Emergency Motion to  
2 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or  
3 Motion to Continue Trial for Purposes of NRS 163.120 ("Motion") filed on April 16, 2019;  
4 Defendants, Sigmund Rogich, individually and as Trustee of the Rogich Family  
5 Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"), having filed their Opposition  
6 on April 18, 2019; the Motion having been heard telephonically on shortened time on April  
7 18, 2019 at 4:00 p.m. ("Hearing"), with appearances by the following counsel, Mark  
8 Simons of Simons Hall Johnston, P.C. (representing the Plaintiff) Samuel S. Lionel,  
9 Thomas H. Fell, Brenoch Wirthlin of Fennemore Craig, P.C. (representing the Rogich  
10 Defendants), and Dennis Kennedy and Joseph A. Liebman of Bailey Kennedy  
11 (representing Eldorado Hills, LLC); the Court having heard arguments of counsel, good  
12 cause appearing, hereby finds as follows:

- 13 1. On April 15, 2019, the Rogich Defendants filed a Request for Judicial Notice,  
14 wherein it was requested that this Court take judicial notice of NRS 163.120; and  
15 2. Pursuant to NRS 47.140(3), this Court is authorized to take judicial notice of  
16 NRS 163.120;

17 Based upon the above findings, and good cause appearing,

18 IT IS HEREBY ORDERED that Plaintiff's Motion is hereby DENIED IN PART as to  
19 the Motion to Continue Trial, and Plaintiff's motion to continue the trial in this matter is  
20 hereby DENIED;

21 IT IS HEREBY FURTHER ORDERED that, after having an opportunity to be heard  
22 by all parties, this Court takes Judicial Notice of NRS 163.120 as requested by the Rogich  
23 Defendants;

24 IT IS HEREBY FURTHER ORDERED that, by 11:59 p.m. on April 21, 2019, the  
25 parties are to file and serve supplemental briefs addressing the Court's discretion under  
26 NRS 163.120 as instructed by the Court at the Hearing; and  
27  
28

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1 IT IS HEREBY FURTHER ORDERED that, upon the commencement of trial in this  
2 matter on April 22, 2019 at 10:00 a.m., the Court will hear arguments related to the  
3 supplemental briefs regarding NRS 163.120.

4 DATED this 20 day of May, 2019.

5  
6 NANCY L ADE  
DISTRICT COURT JUDGE

7 Submitted by:

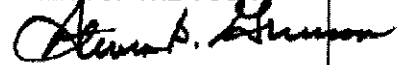
8 **SIMONS HALL JOHNSTON PC**

9  
10 By: \_\_\_\_\_  
11 Mark Simons, Esq.  
12 6490 South McCarran Blvd., #F-46  
13 Reno, NV 89509  
14 Attorneys for Plaintiff Nanyah Vegas, LLC  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT 4**

**EXHIBIT 4**





1 **ORDR**

2 Samuel S. Lionel, Esq. (Bar No. 1766)  
3 Brenoch Wirthlin, Esq. (Bar No. 10282)

4 **FENNEMORE CRAIG, P.C.**

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

7 Tel.: (702) 692-8000; Fax: (702) 692-8099

8 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

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

13 CARLOS A. HUERTA, an individual;  
14 CARLOS A. HUERTA as Trustee of THE  
15 ALEXANDER CHRISTOPHER TRUST, a  
16 Trust established in Nevada as assignee of  
17 interests of GO GLOBAL, INC., a Nevada  
18 corporation; NANYAH VEGAS, LLC, A  
19 Nevada limited liability company,

20 Plaintiffs,

21 v.

22 SIG ROGICH aka SIGMUND ROGICH as  
23 Trustee of The Rogich Family Irrevocable  
24 Trust; ELDORADO HILLS, LLC, a Nevada  
25 limited liability company; DOES I-X; and/or  
26 ROE CORPORATIONS I-X, inclusive,

27 Defendants.

28 NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**ORDER DENYING PLAINTIFF NANYAH**  
**VEGAS, LLC'S MOTION TO SETTLE**  
**JURY INSTRUCTIONS**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY**  
2                   **INSTRUCTIONS**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the  
4                   Court's October 5, 2018 Order Granting Summary Judgment ("Motion to Settle Jury  
5                   Instructions") came before the Court on April 8, 2019.

6                   **APPEARANCES**

7                   The Parties appeared as follows:

- 8                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9                   LLP.
- 10                  ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 13                  ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14                  PC.

15                  **ORDER**

16                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17                  pleadings on file, and having considered the same, and for the reasons stated upon the record,

18                  ///

19                  ///

20                  ///

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury  
3 instructions.

4 DATED this 23 day of April, 2019.

5  
6 Nancy L. Altk  
DISTRICT COURT JUDGE

7  
8 Respectfully submitted by:  
FENNEMORE CRAIG, P.C.

9 [Signature]  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
12 Attorneys for Sigmund Rogich, Individually and as Trustee of  
13 The Rogich Family Irrevocable Trust and Imitations, LLC

14 Approved As to Form and Content:

15 BAILEY KENNEDY

16  
17 By: [Signature]  
18 Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
19 Las Vegas, NV 89148  
20 Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
21 Teld, LLC and Eldorado Hills, LLC

22 Approved As to Form and Content:

23 SIMONS HALL JOHNSTON PC

24 BY: [Signature]  
25 Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
26 Reno, Nevada 89509  
msimons@shinevada.com  
27 Attorney for Plaintiff Nanyah Vegas, LLC  
28

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury  
3 instructions.

4 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
DISTRICT COURT JUDGE

Respectfully submitted by:  
FENNEMORE CRAIG, P.C.

Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

Approved As to Form and Content:

BAILEY KENNEDY

By:

Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

Approved As to Form and Content:

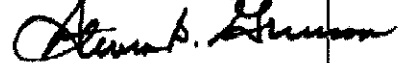
SIMONS HALL JOHNSTON PC

BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 5**

**EXHIBIT 5**



1 **ORDR**

2 Samuel S. Lionel, Esq. (Bar No. 1766)  
3 Brenoch Wirthlin, Esq. (Bar No. 10282)

4 **FENNEMORE CRAIG, P.C.**

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

7 Tel.: (702) 692-8000; Fax: (702) 692-8099

8 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION TO RECONSIDER  
ORDER ON MOTION IN LIMINE #5 RE:  
PAROL EVIDENCE RULE**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON**  
2 **MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order On Nanya's Motion in  
4 Limine #5: Parol Evidence Rule on Order Shortening Time ("Motion to Reconsider Order on  
5 Motion in Limine #5 Re: Parol Evidence Rule") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

- 8 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9 LLP.  
10 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12 Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.  
13 ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14 PC.

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17 pleadings on file, having considered the same, and good cause appearing, the Court hereby

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

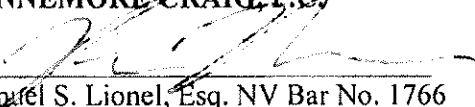
28

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence  
2 Rule.

3 DATED this 23 day of April, 2019.

4 Nancy J. Allf  
5 DISTRICT COURT JUDGE  
6 

7 Respectfully submitted by:  
8 FENNEMORE CRAIG, P.C.

9   
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101

14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By: 

19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148

23 *Attorneys for Defendants Pete Eliades, individually, and as*  
24 *Trustee of The Eliades Survivor Trust of 10/30/08*  
25 *Teld, LLC and Eldorado Hills, LLC*

26 Approved As to Form and Content:

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shinevada.com](mailto:msimons@shinevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*



1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence  
2 Rule.

3 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

4  
5 \_\_\_\_\_  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**  
8 **FENNEMORE CRAIG, P.C.**

9 Samuel S. Lionel, Esq. NV Bar No. 1766  
10 Brenoch Wirthlin, Esq. NV Bar No. 10282  
11 300 S. Fourth Street, Suite 1400  
12 Las Vegas, NV 89101  
13 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
14 *The Rogich Family Irrevocable Trust and Imitations, LLC*

15 **Approved As to Form and Content:**

16 BAILEY KENNEDY

17 By:

18 Joseph Liebman, Esq., Nevada Bar No. 10125  
19 Dennis Kennedy, Esq., Nevada Bar No. 1462  
20 8984 Spanish Ridge Avenue  
21 Las Vegas, NV 89148  
22 *Attorneys for Defendants Pete Eliades, individually, and as*  
23 *Trustee of The Eliades Survivor Trust of 10/30/08*  
24 *Teld, LLC and Eldorado Hills, LLC*

25 **Approved As to Form and ~~Content~~**

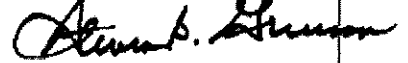
26 SIMONS HALL JOHNSTON PC

27 BY:

28   
29 Mark Simons, Esq., Nevada Bar No. 5132  
30 6490 South McCarran Blvd., #20  
31 Reno, Nevada 89509  
32 [msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
33 *Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 6**

**EXHIBIT 6**



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**ORDER**

**COURT FINDS** after review that the Complaint in Case No. A686303 was filed on July 31, 2013, wherein Nanyah Vegas, LLC, as a plaintiff therein, alleged causes of action against Defendants Sig Rogich aka Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Eldorado Hills, LLC.

**COURT FURTHER FINDS** after review that the Complaint in Case No. A746239 was filed on November 4, 2016, wherein Nanyah Vegas, LLC, as the plaintiff therein, alleged causes of action against Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, Peter Eliadas, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC and Imitations, LLC.

**COURT FURTHER FINDS** after review that on March 31, 2017, the Stipulation for Consolidation was filed with the Court consolidating Case No. A686303 and Case No. A746239.

///

///

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1           **COURT FURTHER FINDS** after review that on April 15, 2019, the Request for  
2 Judicial Notice was filed with the Court requesting, pursuant to NRS 47.140(3), that the Court  
3 take judicial notice of NRS 163.120, which provides the following:  
4

5           **NRS 163.120 Claims based on certain contracts or obligations:**  
6 **Assertion against trust; entry of judgment; notice; intervention; personal**  
7 **liability of trustee; significance of use of certain terms.**

8           1. A claim based on a contract entered into by a trustee in the capacity of  
9 representative, or on an obligation arising from ownership or control of trust  
10 property, may be asserted against the trust by proceeding against the trustee in the  
11 capacity of representative, whether or not the trustee is personally liable on the  
12 claim.

13           2. A judgment may not be entered in favor of the plaintiff in the action  
14 unless the plaintiff proves that within 30 days after filing the action, or within 30  
15 days after the filing of a report of an early case conference if one is required,  
16 whichever is longer, or within such other time as the court may fix, and more than  
17 30 days before obtaining the judgment, the plaintiff notified each of the  
18 beneficiaries known to the trustee who then had a present interest, or in the case  
19 of a charitable trust, the Attorney General and any corporation which is a  
20 beneficiary or agency in the performance of the charitable trust, of the existence  
21 and nature of the action. The notice must be given by mailing copies to the  
22 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a  
23 list of the beneficiaries to be notified, and their addresses, within 10 days after  
24 written demand therefor, and notification of the persons on the list constitutes  
25 compliance with the duty placed on the plaintiff by this section. Any beneficiary,  
26 or in the case of charitable trusts the Attorney General and any corporation which  
27 is a beneficiary or agency in the performance of the charitable trust, may  
28 intervene in the action and contest the right of the plaintiff to recover.

          3. Except as otherwise provided in this chapter or in the contract, a  
trustee is not personally liable on a contract properly entered into in the capacity  
of representative in the course of administration of the trust unless the trustee fails  
to reveal the representative capacity or identify the trust in the contract. The  
addition of the word "trustee" or the words "as trustee" after the signature of a  
trustee to a contract are prima facie evidence of an intent to exclude the trustee  
from personal liability.

23           **COURT FURTHER FINDS** after review that on April 16, 2019, Nanyah Vegas,  
24 LLC's Emergency Motion to Address Defendant the Rogich Family Irrevocable Trust's NRS  
25 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120 was filed with  
26 the Court.

27           ///  
28

1           **COURT FURTHER FINDS** after review that a telephonic hearing was convened on  
2 April 18, 2019 wherein the Court took judicial notice of NRS 163.120.

3           **COURT FURTHER FINDS** after review that at the commencement of trial on April  
4 22, 2019, Defendant Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust  
5 (“Defendant Rogich Trust”) orally moved the Court to dismiss this action as to Defendant  
6 Rogich Trust for failure to comply with NRS 163.120 (“Motion to Dismiss”).

7           **COURT FURTHER FINDS** after review that NRS 163.120 contemplates notice  
8 required thereunder being provided in the early stages of an action in order to permit the  
9 beneficiaries of a trust the opportunity to intervene in such action and meaningfully participate  
10 therein.

11           **COURT FURTHER FINDS** after review that NRS 12.130 provides that an interested  
12 person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home*  
13 *Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d  
14 1120, 1130 (2006).

15           **COURT FURTHER FINDS** after review that, because the trial in this action  
16 commenced on April 22, 2019, Plaintiff Nanyah’s written demand for a list of beneficiaries  
17 submitted to the Defendant Rogich Trust on April 15, 2019 was untimely under NRS 163.120  
18 as such notification would not permit interested beneficiaries of the trust an opportunity to  
19 intervene in this action pursuant to NRS 12.130(1).

20           ///

21           ///

22           ///

23           ///

24           ///

**THEREFORE, COURT ORDERS** for good cause appearing and after review that the Motion to Dismiss is hereby GRANTED and Defendant Rogich Trust is hereby DISMISSED with prejudice.

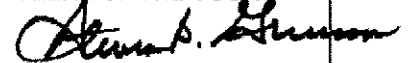
**COURT FURTHER ORDERS** for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf  
NANCY ALLF  
DISTRICT COURT JUDGE

**EXHIBIT 7**

**EXHIBIT 7**



1 **ORDR**

2 Samuel S. Lionel, Esq. (Bar No. 1766)  
3 Brenoch Wirthlin, Esq. (Bar No. 10282)

4 **FENNEMORE CRAIG, P.C.**

5 300 S. Fourth Street, Suite 1400  
6 Las Vegas, Nevada 89101  
7 Tel.: (702) 692-8000; Fax: (702) 692-8099  
8 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

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

13 CARLOS A. HUERTA, an individual;  
14 CARLOS A. HUERTA as Trustee of THE  
15 ALEXANDER CHRISTOPHER TRUST, a  
16 Trust established in Nevada as assignee of  
17 interests of GO GLOBAL, INC., a Nevada  
18 corporation; NANYAH VEGAS, LLC, A  
19 Nevada limited liability company,

20 Plaintiffs,

21 v.

22 SIG ROGICH aka SIGMUND ROGICH as  
23 Trustee of The Rogich Family Irrevocable  
24 Trust; ELDORADO HILLS, LLC, a Nevada  
25 limited liability company; DOES I-X; and/or  
26 ROE CORPORATIONS I-X, inclusive,

27 Defendants.

28 NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**ORDER DENYING NANYAH VEGAS,**  
**LLC'S MOTION IN LIMINE #6 RE:**  
**DATE OF DISCOVERY**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**



1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #6**  
2                   **RE: DATE OF DISCOVERY**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 6 Re: Date of Discovery (the "Date  
4 of Discovery MIL") came before the Court on March 20, 2019.

5                   **APPEARANCES**

6                   The Parties appeared as follows:

- 7                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey ♦ Kennedy,  
8                   LLP.
- 9                   ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
10                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
11                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 12                  ➤ For Plaintiff Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

13                  **ORDER**

14                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
15                  pleadings on file, and having considered the same, and for the reasons stated upon the record,  
16                  DENIES the Date of Discovery MIL for the following reasons:

- 17                  1. The Rogich Defendants have denied paragraph 83 of the plaintiff's complaint in their  
18                  answer. They should be permitted to present evidence in support of their defense.
- 19                  2. Also with regard to the date of discovery, that is a factual determination for the jury. The  
20                  defendants have claimed that plaintiff should have known about its alleged claims in in  
21                  2007 or 2008 and the Court will not preclude them from raising that defense. Questions

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28

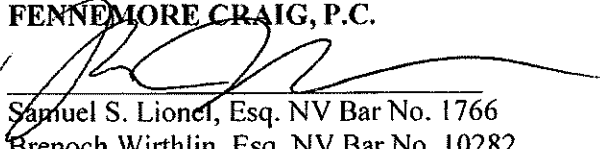
1 of fact exist with regard to the statute of limitations defense.

2 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

3  
4  
5  
6 DISTRICT COURT JUDGE

7 Respectfully submitted by:

8 FENNEMORE CRAIG, P.C.

9   
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
14 Attorneys for Sigmund Rogich, Individually and as Trustee of  
15 The Rogich Family Irrevocable Trust and Imitations, LLC

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By:

19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 Attorneys for Defendants Pete Eliades, individually, and as  
24 Trustee of The Eliades Survivor Trust of 10/30/08  
25 Teld, LLC and Eldorado Hills, LLC

26 Approved As to Form and Content:

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
Attorney for Plaintiff Nanyah Vegas, LLC

1 of fact exist with regard to the statute of limitations defense.

2 DATED this 12 day of April, 2019.

3  
4  
5 Nancy Alf  
6 DISTRICT COURT JUDGE

7 Respectfully submitted by:

8 FENNEMORE CRAIG, P.C.

9  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By:

19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 *Attorneys for Defendants Pete Eliades, individually, and as*  
24 *Trustee of The Eliades Survivor Trust of 10/30/08*  
25 *Teld, LLC and Eldorado Hills, LLC*

26 Approved As to Form and Content:

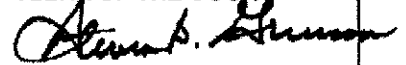
27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shinevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 8**

**EXHIBIT 8**



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

*Attorneys for Defendant* ELDORADO HILLS,  
LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION IN LIMINE # 5:  
PAROL EVIDENCE RULE**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Parol Evidence MIL") came before the Court on March 20, 2019.

### APPEARANCES

The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey ♦ Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

### ORDER

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, DENIES the Parol Evidence MIL for the following reasons:

- The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120 Nev. 82, 91, 86 P.3d 1032, 1037 (2004). Because Eldorado Hills is not a party to any of the written contracts at issue in the case (including, but not limited to, the October 30, 2008 Amended and Restated Operating Agreement), and because Nanyah only has pled an unjust enrichment claim against Eldorado Hills, the parol evidence rule does not apply to Eldorado Hills.<sup>1</sup>

///

///

///

///

///

---

<sup>1</sup> The written contracts at issue in the case are enumerated in this Court's October 5, 2018 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment.

➤ With respect to the Rogich Defendants, it has not yet been determined whether Nanyah is a third party beneficiary to any of the written contracts at issue in the case. *See Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005).

DATED this 8 day of April, 2019.

Nancy L. Ailes  
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By: [Signature]  
Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Defendant ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS LAW

By: [Signature]  
Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950  
*ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC*

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By: [Signature] 10282 for  
Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC*

**EXHIBIT 9**

**EXHIBIT 9**





**ORDR (CIV)**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #C-20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER: (1) GRANTING DEFENDANTS  
PETER ELIADES, INDIVIDUALLY  
AND AS TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF 10/30/08, AND  
TELD, LLC'S MOTION FOR  
SUMMARY JUDGMENT; AND (2)  
DENYING NANYAH VEGAS, LLC'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,  
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades  
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")

Counter-motion for Summary Judgment (the "Counter-motion for Summary Judgment"). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

### **UNDISPUTED MATERIAL FACTS**

#### **The Relevant History of Eldorado**

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

**The Relevant Agreements**

5. The relevant agreements at issue in this case state as follows:

**a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:**

i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta's] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] retained by [the Rogich Trust]."

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

2                   **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**  
3                   **the Rogich Trust, Teld, Go Global and Huerta:**

- 4                   i. The October 30, 2008, Membership Interest Purchase Agreement identifies  
5                   Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and  
6                   unequivocally states the following: Seller [Rogich and the Rogich Trust]  
7                   confirms that certain amounts have been advanced to or on behalf of the  
8                   Company [Eldorado] by certain third-parties [including Nanyah], as  
9                   referenced in Section 8 of the Agreement. Exhibit D also memorializes  
10                  Nanyah's \$1,500,000 investment into Eldorado.
- 11                  ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich  
12                  Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and  
13                  all the claims of . . . Nanyah . . . each of whom invested or otherwise  
14                  advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the  
15                  Rogich Trust] that such amounts be confirmed or converted to debt . . . .
- 16                  iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to  
17                  Nanyah contained in the October 30, 2008, Purchase Agreement when he  
18                  entered into the October 30, 2008 Membership Interest Purchase Agreement  
19                  and that he understood that Teld's acquisition of the Rogich Trust's  
20                  membership interests in Eldorado was subject to the terms and conditions of  
21                  the October 30, 2008, Purchase Agreement.
- 22                  iv. Eliades acknowledges that it was always the responsibility of Rogich and the  
23                  Rogich Trust to repay Nanyah for its investment in Eldorado.
- 24                  v. "[The Rogich Trust] is the owner, beneficially and of record, of the  
25                  Membership Interest, free and clear of all liens, encumbrances, security  
26                  agreements, equities, options, claims, charges, and restrictions, and [Teld] will  
27                  receive at Closing good and absolute title thereto free of any liens, charges or  
28                  encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”

vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”

viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”

ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

**c. October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:**

i. “The Rogich Trust will retain a one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).”

ii. “The Rogich trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3<sup>rd</sup>) participation in profits and losses by each of the Flangas Trust and Teld.”

iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase Agreement were incorporated by reference into the October 30, 2008 Amended and Restated Operating Agreement. Recital A.

d. **January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust:**

- i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
- ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.
- iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company...as of the date hereof...(Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado)."
- iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."
- vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
- viii. Nanyah was not a party to this agreement.

6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

### CONCLUSIONS OF LAW

- 2 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed  
3 to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in  
4 the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to  
5 assume those obligations from the Rogich Trust.
- 6 8. Nanyah's contract theory rests upon a successors and assigns provision contained in the  
7 October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich  
8 Trust.
- 9 9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement  
10 will be binding on the Eliades Defendants, absent any specific agreement to be liable for the  
11 Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades  
12 Defendants to pay the Nanyah debt.
- 13 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the  
14 case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as  
15 a general rule, sufficient to impose personal liability upon the assignee, unless by specific  
16 agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*  
17 *Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).<sup>1</sup>
- 18 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a  
19 well-established rule that a party to a contract cannot relieve himself of his obligations by  
20 assigning the contract. Neither does it have the effect of creating a new liability on the part  
21 of the assignee, to the other party to the contract assigned, because the assignment does not  
22 bring them together, and consequently there cannot be a meeting of the minds essential to the  
23 formation of a contract.'"" *Id.* at 933 (citation omitted).
- 24 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement  
25 with the successors and assigns provision relied on by Nanyah, and even if they were, the  
26

27 <sup>1</sup> Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);  
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-  
20 (Ill. Ct. App. 1986).

- explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.
14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).
15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).
17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.
19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants



obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

### **ORDER**

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

///

///

///

///

///

For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for

Summary Judgment is DENIED.

DATED this 1 day of Oct, 2018.

Nancy L. Ali  
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: [Signature]

Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950  
*Attorneys for Plaintiff Nanyah Vegas, LLC*

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By: [Signature]

Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Defendants PETE ELIADES,  
THE ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

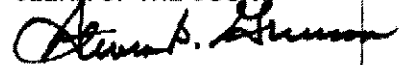
FENNMORE CRAIG, P.C.

By: [Signature]

Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC*

**EXHIBIT 10**

**EXHIBIT 10**



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

*Attorneys for Defendants* PETE ELIADES, THE  
ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION FOR  
RECONSIDERATION**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

**ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION**

THIS MATTER came before the Court, in chambers, on July 10, 2018 on Nanyah Vegas, LLC's Motion for Reconsideration (the "Motion"). The Court, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

The Court may only reconsider a previous decision if the moving party introduces substantially different evidence or the decision is clearly erroneous. This Court previously entered summary judgment dismissing Nanyah's fifth claim for relief (fraudulent transfer) and seventh claim for relief (constructive trust). The internal accounting ledger submitted by Nanyah with its Motion does not support a ruling contrary to the Court's previous decision. It is ORDERED that the Motion is denied.

DATED this 8 day of Aug, 2018.

Nancy ZAH  
DISTRICT COURT JUDGE

Submitted by:

AT

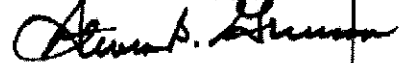
BAILEY ♦ KENNEDY

By

[Signature]  
Dennis L. Kennedy, Esq.  
Joseph A. Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Judgment Creditor Peter Eliades*

# EXHIBIT 11

# EXHIBIT 11



**ORDER**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER PARTIALLY GRANTING  
SUMMARY JUDGMENT**

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as  
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),  
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,  
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be  
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich  
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and  
7 the Court having hearing argument and good cause appearing, does hereby set forth the  
8 undisputed material facts and the Court's legal determinations.

9 **RELEVANT FACTS**

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants  
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to  
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September  
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
18 Trust were filed more than four years after they accrued.

19 **LEGAL DETERMINATION**

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not  
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~  
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ *At for NLA*

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary  
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been



1 withdrawn by Plaintiff and should be dismissed.

2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of  
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,  
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6  
7 Nancy L. AEF  
8 DISTRICT COURT JUDGE  
9 AE

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: [Signature]

12 Mark/Simons, Esq., Nevada Bar No. 5132  
13 6490 South McCarran Blvd., #20  
14 Reno, Nevada 89509  
mark@mgsimonslaw.com  
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This \_\_\_\_ day of \_\_\_\_, 2018

17 FENNEMORE CRAIG, P.C.

18  
19 Samuel S. Lionel, Esq. NV Bar No. 1766  
20 Brenoch Wirthlin, Esq. NV Bar No. 10282  
21 300 S. Fourth Street, Suite 1400  
22 Las Vegas, NV 89101  
23 Tel: 702-692-8000  
24 Fax: 702-692-8099  
25 Attorneys for Sigmund Rogich, Individually and as Trustee of  
26 The Rogich Family Irrevocable Trust and Imitations, LLC  
27  
28

///  
///

1 BAILEY KENNEDY

2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125

5 Dennis Kennedy, Esq., Nevada Bar No. 1462

6 8984 Spanish Ridge Avenue

7 Las Vegas, NV 89148

8 DKennedy@BaileyKennedy.com

9 JLiebman@BaileyKennedy.com

10 Attorneys for Defendants Pete Eliades, individually, and as

11 Trustee of The Eliades Survivor Trust of 10/30/08

12 Teld, LLC and Eldorado Hills, LLC

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

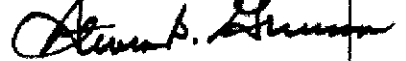
28

WINNEMORE CRAFT

LAS VEGAS

**EXHIBIT 12**

**EXHIBIT 12**



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132  
3 SIMONS LAW, PC  
4 6490 S. McCarran Blvd., #20  
5 Reno, Nevada, 89509  
6 Telephone: (775) 785-0088  
7 Facsimile: (775) 785-0087  
8 Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

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

12 CARLOS A. HUERTA, an individual;  
13 CARLOS A. HUERTA as Trustee of THE  
14 ALEXANDER CHRISTOPHER TRUST, a  
15 Trust established in Nevada as assignee of  
16 interests of GO GLOBAL, INC., a Nevada  
17 corporation; NANYAH VEGAS, LLC, A  
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as  
22 Trustee of The Rogich Family Irrevocable  
23 Trust; ELDORADO HILLS, LLC, a Nevada  
24 limited liability company; DOES I-X; and/or  
25 ROE CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited  
28 liability company,

Plaintiff,

v.

TEL D, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**ORDER DENYING COUNTERMOTION  
FOR SUMMARY JUDGMENT AND  
DENYING NRCP 56(F) RELIEF**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by  
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,  
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of  
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey  
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good  
6 cause appearing, does hereby find as follows:

- 7 1. Nanyah's Countermotion for Summary Judgment is denied.  
8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

10  
11 Nancy L. Alf  
12 DISTRICT COURT JUDGE  
13 *AE*

12 Respectfully submitted by:

13 SIMONS LAW, PC

14 BY: *[Signature]*

15 Mark Simons, Esq., Nevada Bar No. 5132  
16 6490 South McCarran Blvd., #20  
17 Reno, Nevada 89509  
18 mark@mgsimonslaw.com  
19 Attorney for Plaintiff Nanyah Vegas, LLC

18 Approved:

19 This \_\_\_\_ day of \_\_\_\_, 2018

20 FENNEMORE CRAIG, P.C.

21  
22 Samuel S. Lionel, Esq. NV Bar No. 1766  
23 Brenoch Wirthlin, Esq. NV Bar No. 10282  
24 300 S. Fourth Street, Suite 1400  
25 Las Vegas, NV 89101  
26 Tel: 702-692-8000  
27 Fax: 702-692-8099

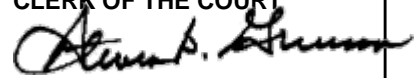
28 Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC

///  
///

1 BAILEY KENNEDY  
2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125  
5 Dennis Kennedy, Esq., Nevada Bar No. 1462  
6 8984 Spanish Ridge Avenue  
7 Las Vegas, NV 89148  
8 DKennedy@BaileyKennedy.com  
9 JLiebman@BaileyKennedy.com  
10 *Attorneys for Defendants Pete Eliades, individually, and as*  
11 *Trustee of The Eliades Survivor Trust of 10/30/08*  
12 *Teld, LLC and Eldorado Hills, LLC*  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 **ASTA**  
2 MARK G. SIMONS, ESQ.  
3 Nevada Bar No. 5132  
4 MSimons@SHJNevada.com  
5 SIMONS HALL JOHNSTON PC  
6 6490 S. McCarran Blvd., Ste. F-46  
7 Reno, Nevada 89509  
8 Telephone: (775) 785-0088  
9 Facsimile: (775) 785-0087  
10  
11 *Attorneys for Nanyah Vegas, LLC*

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**  
**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**CASE APPEAL STATEMENT**

1 Pursuant to NRAP 3(f), Nanyah Vegas, LLC ("Nanyah") submits the following Case  
2 Appeal Statement:

3 **1. The district court case number and caption showing the names of all**  
4 **of the proceedings below are both set forth above in the caption to this Case**  
5 **Appeal Statement.**

6  
7 **2. Judge issuing decision, judgment or order appealed from:** The  
8 following Orders were all entered by Nancy L. Allf:

- 9 a. 10/4/19 Decision;
- 10 b. 5/29/19 Order Denying Nanyah Vegas, LLC's Motion for NRCP 15  
11 Relief;
- 12 c. 5/29/19 Order Regarding Plaintiff's Emergency Motion to Address  
13 Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to  
14 Continue Trial for Purposes of NRS 163.120;
- 15 d. 5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle  
16 Jury Instructions;
- 17 e. 5/1/19 Order Denying Nanyah Vegas, LLC's Motion to Reconsider  
18 Order on Motion in Limine #5 re: Parol Evidence Rule;
- 19 f. 4/30/19 Order (Dismissing the Rogich Trust);
- 20 g. 4/17/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re:  
21 Date of Discovery;
- 22 h. 4/10/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #5:  
23 Parol Evidence Rule;
- 24 i. 10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually  
25 and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for  
26  
27  
28



Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment;

j. 8/10/18 Order Denying Nanyah Vegas, LLC's Motion for Reconsideration (of 5/22/18 Order Partially Granting Summary Judgment);

k. 5/22/18 Order Partially Granting Summary Judgment; and

l. 5/22/18 Order Denying Countermotion for Summary Judgment and Denying NRCP 56(F) Relief.

**3. Appellant and Appellant's counsel:**

- NANYAH VEGAS, LLC

c/o Mark G. Simons, Esq. (SBN 5132)  
SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, Nevada 89509  
Telephone: (775) 785-0088

**4. Respondents and Respondents' counsel:**

- SIGMUND ROGICH, individually and as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST, LLC
- IMITATIONS, LLC

c/o Brenoch Wirthlin  
Thomas Fell  
Samuel S. Lionel  
Fennemore Craig, P.C.  
300 S. Fourth Street, Ste. 1400  
Las Vegas, NV 89101

- ELDORADO HILLS, LLC
- TELD, LLC, a Nevada limited liability company
- PETER ELIADES, individually and as Trustee of the THE ELIADES SURVIVOR TRUST OF 10/30/08

c/o Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

1           **5. Whether any identified attorney is not licensed to practice law in**  
2 **Nevada: No.**

3           **6. Whether Appellant was represented by appointed counsel in district**  
4 **court or on appeal:** No. Appellant has been and will continue to be represented by  
5 retained counsel.  
6

7           **7. Whether Appellant was granted leave to proceed *in forma pauperis*:**  
8 **No.**

9           **8. Date that proceedings commenced in district court:**

- 10           a. Case No.: A-13-686303-C was commenced on July 31, 2013 (the  
11 "First Action").  
12           b. Case No.: A-16-746239-C was commenced on November 4, 2016  
13 (the "Second Action").  
14

15 These actions were consolidated pursuant to Stipulation and Order dated April 5, 2017.

16           **9. A brief description of the nature of the action and result in the district**  
17 **court, including the type of judgment or order being appealed and the relief granted**  
18 **by the district court:**

19           This action stems from Nanyah's investment of \$1.5 million into Eldorado Hills,  
20 LLC ("Eldorado"). In the First Action, the District Court, Judge Nancy Allf, granted  
21 summary judgment in Eldorado's favor on Nanyah's claim against Eldorado for unjust  
22 enrichment.  
23

24           Nanyah appealed the District Court's order granting summary judgment in  
25 Nanyah's favor. On February 12, 2016, the Nevada Supreme Court agreed with Nanyah  
26 and reversed the District Court's prior grant of summary judgment and entered its Order  
27 of Reversal and Remand ("Decision"). See **Exhibit 1**, Decision. The Nevada Supreme  
28

1 Court held that the statute of limitations on Nanyah's claim did not begin to run at the time  
2 of Nanyah's date of investment and instead held as follows:

3 As Eldorado Hills failed to demonstrate that no genuine issues of  
4 material fact remain regarding whether the limitations period on appellant's unjust  
5 enrichment claim commenced **when Eldorado Hills received the \$1.5 million or**  
6 **at a later date when Eldorado Hills allegedly failed** to issue a membership  
7 interest to appellant or **to repay the money as a loan**, the district court erred in  
8 granting summary judgment based on the expiration of the statute of limitations.

9 ORDER the judgment of the district court REVERSED AND  
10 REMAND this matter to the district court **for proceedings consistent with this**  
11 **order.**

12 Exh. 1 (emphasis added).

13 After remand, Nanya initiated the Second Action asserting various claims against  
14 other parties to the contracts and Eldorado's Operating agreement whereby the additional  
15 defendants, including the Rogich Family Irrevocable Trust ("Rogich Trust") acting as the  
16 surety of Eldorado's debt obligation, acknowledged and agreed to the repayment  
17 obligation owed to Nanyah. The additional defendants identified in the Second Action  
18 are: Sigmund Rogich, individually ("Rogich") and as trustee of the Rogich Trust;  
19 Imitations, LLC ("Imitations"), Peter Eliades individually ("Peter Eliades") and as Trustee  
20 of the Eliades Survivor Trust of 10/30/08 (the "Eliades Trust") and Teld, LLC ("Teld").

21 On October 5, 2018, the District Court entered its Order making numerous findings  
22 of "undisputed fact" and rendering binding legal rulings "as a matter of law" in the District  
23 Court's interpretation of the various contracts and agreements whereby Eldorado  
24 acknowledged Nanyah's \$1.5 million investment, the "obligation" to repay Nanyah this  
25 investment, and the Rogich Trust's agreement to act as Eldorado's surety to be jointly  
26 and severally liable for the repayment of Nanyah's investment. Nanyah was entitled to  
27 receive the repayment of its investment and/or a corresponding membership interest in  
28 Eldorado.

1 The District Court's October 5, 2018, Order dismissed the claims against Peter  
2 Eliades, the Eliades Trust and Teld under the theory that these defendants did not  
3 specifically agree to act as Eldorado's surety and repay Nanyah its \$1.5 million.  
4 Unfortunately, the District Court failed to address and acknowledge that these defendants  
5 specifically agreed that their membership interests in Eldorado were subject to Nanyah's  
6 right to receive a membership interest. The District Court ignored this pivotal and  
7 controlling issue.

8  
9 Thereafter, the District Court entered a series of orders all favoring Eldorado and  
10 the Rogich Trust. The District Court dismissed the claims against the Rogich Trust based  
11 upon the District Court's own self-generated factual inconsistencies and misapplication of  
12 the law. Then, the District Court dismissed the claims against Eldorado contending that  
13 the trial had not "commenced"—even though the District Court previously found, and the  
14 parties stipulated on the record, that the trial had "commenced".

15  
16 In addition, during the course of the litigation, the District Court rendered a series  
17 of erroneous decisions, ignored the law, ignored the District Court's previous "undisputed  
18 facts" and "conclusions of law", ignored the clear terms of the various agreements, and  
19 ignored the Nevada Supreme Court's prior decision defining that Eldorado had an  
20 obligation to repay Nanyah its \$1.5 million investment and/or grant Nanyah a membership  
21 interest in Eldorado. The District Court clearly had an agenda and that agenda was to  
22 deprive Nanyah of the right to allow the jury to resolve the merits of Nanyah's claims.

23  
24 **10. Whether the case has previously been the subject of an appeal or**  
25 **original proceeding:** Yes.

26 As mentioned above, on February 12, 2016, the Nevada Supreme Court  
27 previously reversed the District Court on her incorrect application of law relating to the  
28

1 statute of limitations seeking to bar Nanyah's claim of unjust enrichment against  
2 Eldorado. See Exhibit 1.

3 In addition, after the District Court dismissed the claims against the Rogich Trust,  
4 Nanyah filed a Petition for Writ of Mandamus, or in the Alternative, Prohibition (the "Writ")  
5 Supreme Court Case 79072. The District Court accepted Nanyah's Writ and on July 25,  
6 2019, issued its Order Directing Answer. After various extensions to answer were  
7 obtained, the District Court entered its October 4, 2019 Decision dismissing all remaining  
8 claims against the parties. As a result, Rogich and the Rogich Trust filed an Emergency  
9 Motion to Dismiss the Writ given that an appeal was available due to the District Court's  
10 ruling concluding all claims. On October 23, 2019, this Court entered its Order dismissing  
11 the Writ since this appeal was available.  
12

13  
14 **11. Whether the appeal involves child custody or visitation:** No.

15 **12. Whether the appeal involves the possibility of settlement:** The parties  
16 have previously sought to settle this case without success.

17 **AFFIRMATION:** This document does not contain the social security number of any  
18 person.

19 DATED this 29<sup>th</sup> day of October, 2019.

20  
21 SIMONS HALL JOHNSTON PC  
22 6490 S. McCarran Blvd., #F-46  
23 Reno, Nevada, 89509

24   
25 MARK G. SIMONS  
26 Attorney for Nanyah Vegas, LLC  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of  
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of  
the **CASE APPEAL STATEMENT** on all parties to this action via the Odyssey E-Filing  
System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
Brandon McDonald	<a href="mailto:brandon@mcdonaldlayers.com">brandon@mcdonaldlayers.com</a>
Bryan A. Lindsey	<a href="mailto:bryan@nvfirm.com">bryan@nvfirm.com</a>
Charles Barnabi	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
Christy Cahall	<a href="mailto:christy@nvfirm.com">christy@nvfirm.com</a>
Lettie Herrera	<a href="mailto:lettie.herrera@andrewleavittlaw.com">lettie.herrera@andrewleavittlaw.com</a>
Rob Hernquist	<a href="mailto:rhernquist@lionelsawyer.com">rhernquist@lionelsawyer.com</a>
Samuel A. Schwartz	<a href="mailto:sam@nvfirm.com">sam@nvfirm.com</a>
Samuel Lionel	<a href="mailto:slionel@fclaw.com">slionel@fclaw.com</a>
CJ Barnabi	<a href="mailto:cj@cohenjohnson.com">cj@cohenjohnson.com</a>
H S Johnson	<a href="mailto:calendar@cohenjohnson.com">calendar@cohenjohnson.com</a>
Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 24 day of October, 2019.

  
Employee of Simons Hall Johnston PC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	February 12, 2016 Decision	3

**EXHIBIT 1**

**EXHIBIT 1**



IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA  
LIMITED LIABILITY COMPANY,  
Appellant,  
vs.  
SIG ROGICH A/K/A SIGMUND  
ROGICH AS TRUSTEE OF THE  
ROGICH FAMILY IRREVOCABLE  
TRUST; AND ELDORADO HILLS, LLC,  
A NEVADA LIMITED LIABILITY  
COMPANY,  
Respondents.

No. 66823

**FILED**

FEB 12 2016

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
CHIEF DEPUTY CLERK

*ORDER OF REVERSAL AND REMAND*

This is an appeal from a district court final judgment in a contract action. Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.

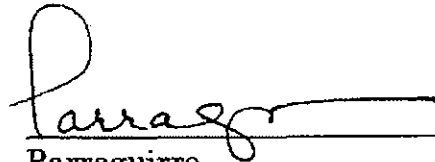
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin to run until appellant became aware that it would not be repaid and that it owned no interest in Eldorado Hills. Having considered the parties' arguments and appendices, we conclude that the district court erred in granting summary judgment on statute-of-limitations grounds. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (holding that this court reviews summary judgments de novo and that summary judgment is only appropriate if the pleadings and

other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (1983) (placing the burden of demonstrating the absence of a genuine issue of material fact as to when a party discovered or should have discovered the facts underlying a claim on the party seeking summary judgment on statute-of-limitations grounds), *disapproved on other grounds by Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).


Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof"). As Eldorado Hills failed to demonstrate that no genuine issues of material fact remain regarding whether the limitations period on appellant's unjust enrichment claim commenced when Eldorado Hills received the \$1.5 million or at a later date when Eldorado Hills allegedly failed to issue a membership interest to appellant or to repay the money as a loan, the district court erred in granting summary judgment based on the expiration of the statute of limitation. *Oak Grove Inv'rs*, 99 Nev. at 623, 668 P.2d at 1079; *see* NRS 11.190(2)(c) (setting a four year

statute of limitation for "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing"). Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

 C.J.  
Parraguirre

 J.  
Douglas

 J.  
Cherry

cc: Hon. Nancy L. Alf, District Judge  
Ara H. Shirinian, Settlement Judge  
McDonald Law Offices, PLLC  
Fennemore Craig Jones Vargas/Las Vegas  
Eighth District Court Clerk

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-13-686303-C****Carlos Huerta, Plaintiff(s)****vs.****Eldorado Hills LLC, Defendant(s)**§  
§  
§  
§  
§  
§  
§  
§

Location: **Department 27**  
 Judicial Officer: **Allf, Nancy**  
 Filed on: **07/31/2013**  
 Cross-Reference Case Number: **A686303**  
 Supreme Court No.: **66823**  
**67595**  
**70492**

**CASE INFORMATION****Related Cases**

A-16-746239-C (Consolidated)

Case Type: **Breach of Contract**Subtype: **Other Contracts/Acc/Judgment****Statistical Closures**

03/22/2017 Summary Judgment

02/23/2015 Summary Judgment







Case Status: **03/27/2017 Reopened****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-13-686303-C  
 Court Department 27  
 Date Assigned 07/31/2013  
 Judicial Officer Allf, Nancy

**PARTY INFORMATION**

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>Alexander Christopher Trust</b> Removed: 10/04/2019 Dismissed	<b>Barnabi, Charles E.</b> <i>Retained</i> 702-475-8903(W)
	<b>Huerta, Carlos A</b>	<b>Barnabi, Charles E.</b> <i>Retained</i> 702-475-8903(W)
	<b>Nanyah Vegas LLC</b>	<b>Simons, Mark G</b> <i>Retained</i> 775-785-0088(W)
	<b>Ray, Robert</b> Removed: 10/21/2013 Inactive	
<b>Defendant</b>	<b>Eldorado Hills LLC</b>	<b>Kennedy, Dennis L.</b> <i>Retained</i> 7025628820(W)
	<b>Rogich, Sig</b> Removed: 11/05/2014 Dismissed	<b>Lionel, Samuel S.</b> <i>Retained</i> 7023838888(W)
<b>Consolidated Case Party</b>	<b>Eliades Survivor Trust of 10-30-03</b>	
	<b>Eliades, Peter</b>	
	<b>Peter Eliades</b> Removed: 04/26/2017 Data Entry Error	<b>Kennedy, Dennis L.</b> <i>Retained</i> 7025628820(W)
	<b>Sigmund Rogich</b>	<b>Lionel, Samuel S.</b>















**CASE SUMMARY****CASE NO. A-13-686303-C***Retained*  
7023838888(W)**TELD, LLC****Counter Claimant Eldorado Hills LLC****Kennedy, Dennis L.**  
*Retained*  
7025628820(W)**Counter Defendant Alexander Christopher Trust****Barnabi, Charles E.**  
*Retained*  
702-475-8903(W)**Go Global Inc****McDonald, Brandon B**  
*Retained*  
702-385-7411(W)**Huerta, Carlos A****Other Plaintiff Go Global Inc****McDonald, Brandon B**  
*Retained*  
702-385-7411(W)**Trustee Eliades, Peter**  
Removed: 10/05/2018  
Dismissed**Huerta, Carlos A****Barnabi, Charles E.**  
*Retained*  
702-475-8903(W)**Rogich, Sig****Lionel, Samuel S.**  
*Retained*  
7023838888(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<b><u>EVENTS</u></b>	
07/31/2013	 Complaint Filed By: Trustee Huerta, Carlos A <i>Complaint</i>	
07/31/2013	Case Opened	
08/01/2013	 Initial Appearance Fee Disclosure Filed By: Trustee Huerta, Carlos A <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>	
08/30/2013	 Proof of Service Filed by: Trustee Huerta, Carlos A <i>Proof of Service - Eldorado Hills LLC</i>	
09/12/2013	 Initial Appearance Fee Disclosure Filed By: Trustee Rogich, Sig <i>Initial Appearance Fee Disclosure</i>	
09/12/2013	 Motion to Dismiss Filed By: Counter Claimant Eldorado Hills LLC <i>(Vacated 10/30/2013) Defendant Eldorado Hills, LLC's Motion to Dismiss</i>	
09/18/2013	 Proof of Service	

**CASE SUMMARY**

**CASE NO. A-13-686303-C**

Filed by: Trustee Huerta, Carlos A  
*Proof of Service - Sig Rogich aka Sigmund Rogich*

10/11/2013	 Stipulation and Order Filed by: Trustee Huerta, Carlos A <i>Stipulation and Order to Continue Hearing on Motion Hearings</i>
10/21/2013	 Amended Complaint Filed By: Trustee Huerta, Carlos A <i>First Amended Complaint</i>
10/30/2013	 Notice Filed By: Trustee Rogich, Sig <i>Defendant Eldorado Hills, LLC's Notice Vacating Its Motion to Dismiss</i>
10/30/2013	 Notice Filed By: Trustee Rogich, Sig <i>Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss</i>
11/08/2013	 Answer and Counterclaim Filed By: Trustee Rogich, Sig <i>Answer to First Amended Complaint and Counterclaim</i>
01/09/2014	 Joint Case Conference Report Filed By: Trustee Huerta, Carlos A <i>Joint Case Conference Report</i>
02/12/2014	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
02/14/2014	 Arbitration File <i>Arbitration File</i>
02/20/2014	 Answer to Counterclaim Filed By: Trustee Huerta, Carlos A <i>Answer to Counterclaim</i>
02/20/2014	 Scheduling Order <i>Scheduling Order</i>
03/12/2014	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial, Pre-Trial/Calendar Call</i>
04/30/2014	 Motion for Leave to File Party: Trustee Rogich, Sig <i>Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time</i>
07/25/2014	 Notice of Hearing Filed By: Counter Claimant Eldorado Hills LLC <i>Notice of Hearing</i>
07/25/2014	 Motion for Partial Summary Judgment Filed By: Counter Claimant Eldorado Hills LLC

# CASE SUMMARY

CASE NO. A-13-686303-C

## *Motion for Partial Summary Judgment*

08/11/2014



Motion for Partial Summary Judgment

Filed By: Trustee Rogich, Sig

*Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment*

08/13/2014



Opposition and Countermotion

Filed By: Trustee Huerta, Carlos A

*Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment*

08/14/2014



Initial Appearance Fee Disclosure

Filed By: Trustee Huerta, Carlos A

*Initial Appearance and Fee Disclosure*

08/25/2014



Countermotion For Partial Summary Judgment

Filed by: Trustee Huerta, Carlos A

*Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment*

09/02/2014



Reply to Opposition

Filed by: Trustee Rogich, Sig

*Reply to Opposition to Motion for Partial Summary Judgment*

09/08/2014



Reply to Opposition

Filed by: Trustee Huerta, Carlos A

*Plaintiffs' Reply to Defendants' Opposition to Counter-Motion for Partial Summary Judgment*

09/09/2014



Certificate of Service

Filed by: Trustee Huerta, Carlos A

*Certificate of Service*

09/10/2014



Errata

Filed By: Counter Claimant Eldorado Hills LLC

*Errata*

09/12/2014



Motion to Compel

Filed By: Counter Claimant Eldorado Hills LLC

*Defendants' Motion to Compel Discovery Responses on Order Shortening Time*

09/16/2014



Amended Answer

Filed By: Trustee Rogich, Sig

*Amended Answer to First Amended Complaint; and Counterclaim Jury Demand*

09/18/2014



Reply to Opposition

Filed by: Trustee Rogich, Sig

*Reply to Opposition to Motion for Partial Summary Judgment*

09/19/2014



Opposition to Motion to Compel

Filed By: Trustee Huerta, Carlos A

*Plaintiffs' Opposition to Motion to Compel Discovery Responses on an Order Shortening Time*







09/19/2014



Notice of Withdrawal of Motion

**CASE SUMMARY**



**CASE NO. A-13-686303-C**

	Filed By: Trustee Huerta, Carlos A <i>Notice of Withdrawal of Plaintiffs' Counter-Motion for Partial Summary Judgment</i>
09/22/2014	 Motion to Continue Filed By: Trustee Huerta, Carlos A <i>Motion to Continue Trial and Discovery on an Order Shortening Time</i>
09/22/2014	 Certificate of Service <i>Certificate of Service</i>
09/25/2014	 Amended Certificate of Service Party: Trustee Huerta, Carlos A <i>Amended Certificate of Service</i>
09/25/2014	 Opposition to Motion Filed By: Trustee Rogich, Sig <i>Defendants Opposition to Motion to Continue Trial and Discovery</i>
09/30/2014	 Motion to Continue Trial Filed By: Trustee Huerta, Carlos A <i>Motion to Continue Trial on an Order Shortening Time (First Request)</i>
09/30/2014	 Certificate of Service Filed by: Trustee Huerta, Carlos A <i>Certificate of Service</i>
10/01/2014	 Notice of Entry of Order Filed By: Trustee Rogich, Sig <i>Notice of Entry of Order</i>
10/01/2014	 Order Granting Filed By: Counter Claimant Eldorado Hills LLC <i>Order Granting Partial Summary Judgment</i>
10/02/2014	 Opposition to Motion Filed By: Trustee Rogich, Sig <i>Opposition to Motion to Continue Trial</i>
10/06/2014	 Reply to Opposition Filed by: Trustee Huerta, Carlos A <i>Reply to Defendants' Opposition to Motion to Continue Trial on Order Shortening Time</i>
10/30/2014	 Notice of Appeal Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Appeal</i>
10/30/2014	 Case Appeal Statement Filed By: Plaintiff Nanyah Vegas LLC <i>Case Appeal Statement</i>
11/05/2014	 Order Granting Summary Judgment Filed By: Trustee Rogich, Sig <i>Order Granting Partial Summary Judgment</i>



# CASE SUMMARY

CASE NO. A-13-686303-C

11/06/2014	 Notice of Entry of Order Filed By: Trustee Huerta, Carlos A <i>Notice of Entry of Order Granting Partial Summary Judgment</i>
11/07/2014	 Memorandum of Costs and Disbursements Filed By: Trustee Rogich, Sig <i>Memorandum of Costs and Disbursements</i>
11/19/2014	 Motion for Attorney Fees Filed By: Trustee Rogich, Sig <i>Motion for Award of Attorneys' Fees</i>
12/05/2014	 Opposition to Motion Filed By: Trustee Huerta, Carlos A <i>Plaintiffs' Opposition to Defendant's Motion for Award of Attorneys' Fees</i>
12/11/2014	 Stipulation and Order Filed by: Trustee Huerta, Carlos A <i>Stipulation and Order to Continue Hearing on Motion Hearing</i>
12/15/2014	 Notice of Entry of Order Filed By: Trustee Huerta, Carlos A <i>Notice of Entry of Order</i>
12/30/2014	 Reply in Support Filed By: Trustee Rogich, Sig <i>Defendant's Reply In Support of Motion for Award of Attorneys' Fees</i>
01/16/2015	 Recorders Transcript of Hearing <i>Recorder's Partial Transcript of Proceedings: Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment Plaintiffs' Motion to Continue Trial on Order Shortening Time - Ruling - October 8, 2014</i>
01/28/2015	 Notice Filed By: Trustee Huerta, Carlos A <i>Notice of Transcript Request</i>
02/10/2015	 Order Granting Motion Filed By: Trustee Rogich, Sig <i>Order Granting Motion For Award of Attorneys Fees</i>
02/11/2015	 Notice of Entry of Order Filed By: Trustee Rogich, Sig <i>Notice of Entry of Order Granting Award of Attorneys Fees</i>
02/23/2015	 Judgment Filed By: Trustee Rogich, Sig <b>FINAL JUDGMENT</b>
02/24/2015	 Notice of Entry of Judgment Filed By: Trustee Rogich, Sig <i>Notice of Entry of Final Judgment</i>














# CASE SUMMARY

CASE NO. A-13-686303-C

03/13/2015	 <p>Recorders Transcript of Hearing  <i>Recorder's Partial Transcript of Proceedings: Notice of Hearing Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment - September 11, 2014</i></p>
03/13/2015	 <p>Case Appeal Statement            Filed By: Trustee Huerta, Carlos A  <i>Case Appeal Statement</i></p>
03/13/2015	 <p>Notice of Appeal            Filed By: Trustee Huerta, Carlos A  <i>Notice of Appeal</i></p>
03/17/2015	 <p>Recorders Transcript of Hearing  <i>Recorder's Transcript of Proceedings: Notice of Hearing Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment - September 11, 2014</i></p>
04/25/2015	 <p>Request            Filed by: Trustee Huerta, Carlos A  <i>Notice of Transcript Request</i></p>
06/15/2015	 <p>Recorders Transcript of Hearing  <i>Recorder's Transcript of Proceedings: Partial Transcript - Excludes Ruling Defendant, Sig Rogich Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment; Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment; Plaintiffs' Motion to Continue Trial on Order Shortening Time - October 8, 2014</i></p>
11/20/2015	 <p>Recorders Transcript of Hearing  <i>Recorder's Transcript of Proceedings: Defendant's Motion for Attorneys Fees and Costs - January 15, 2015</i></p>
02/22/2016	 <p>Motion to Reconsider            Filed By: Trustee Huerta, Carlos A  <i>Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i></p>
02/22/2016	 <p>Order  <i>Order Setting Status Check</i></p>
03/07/2016	 <p>Opposition            Filed By: Trustee Rogich, Sig  <i>Opposition to Plaintiffs' Motion for Reconsideration for Relief from Order Granting Motion for Partial Summary Judgment</i></p>
03/14/2016	 <p>Supplement to Opposition            Filed By: Trustee Rogich, Sig  <i>Supplement to Opposition to Plaintiffs' Motion for Reconsideration for Relief from Order Granting Motion for Partial Summary Judgment</i></p>
03/22/2016	 <p>Reply to Opposition            Filed by: Trustee Huerta, Carlos A  <i>Plaintiffs' (A) Reply to Defendants' Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment; and (B) Request for Oral Argument</i></p>

# CASE SUMMARY

CASE NO. A-13-686303-C

03/22/2016	 Application Filed By: Trustee Huerta, Carlos A <i>Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i>
04/04/2016	 Substitution of Attorney Filed by: Trustee Huerta, Carlos A <i>Substitution of Attorneys</i>
04/04/2016	 Supplement Filed by: Trustee Huerta, Carlos A <i>Plaintiffs' Supplement to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i>
04/28/2016	 Order Denying Motion Filed By: Counter Defendant Alexander Christopher Trust <i>Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i>
04/29/2016	 Notice of Entry of Order Filed By: Counter Claimant Eldorado Hills LLC <i>Notice of Entry of Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i>
04/29/2016	 NV Supreme Court Clerks Certificate/Judgment -Remanded <i>Nevada Supreme Court Clerk's Certificate Judgment - Reversed and Remand; Rehearing Denied</i>
05/16/2016	 Substitution of Attorney Filed by: Plaintiff Nanyah Vegas LLC <i>Substitution of Counsel</i>
05/25/2016	 Notice of Appeal Filed By: Trustee Huerta, Carlos A <i>Notice of Appeal</i>
05/25/2016	 Case Appeal Statement Filed By: Trustee Huerta, Carlos A <i>Case Appeal Statement</i>
05/27/2016	 Notice of Posting Bond Filed By: Trustee Huerta, Carlos A <i>Plaintiffs' Notice of Posting Bond</i>
07/21/2016	 NV Supreme Court Clerks Certificate/Judgment - Affirmed <i>Nevada Supreme Court Clerk's Certificate Judgment - Affirmed</i>
07/28/2016	 Declaration Filed By: Trustee Rogich, Sig <i>Declaration of Samuel S. Lionel in Support of Motion for Award of Attorneys' Fees</i>
07/28/2016	 Motion for Attorney Fees Filed By: Trustee Rogich, Sig

# CASE SUMMARY

CASE NO. A-13-686303-C

(Withdrawn 8/30/16) Motion for Award of Attorneys' Fees

07/29/2016



Amended Certificate of Service

Party: Trustee Rogich, Sig

*Amended Certificate of Service*

08/12/2016



Opposition to Motion

Filed By: Trustee Huerta, Carlos A

*Plaintiffs' Opposition to Motion for Award of Attorneys' Fees*

08/24/2016



Reply in Support

Filed By: Counter Claimant Eldorado Hills LLC

*Reply in Support of Motion for Award of Attorneys' Fees*

08/30/2016



Stipulation and Order

Filed by: Trustee Rogich, Sig

*Stipulation and Order to Withdraw Motion for Award of Attorneys' Fees Without Prejudice*

10/19/2016



Notice

Filed By: Trustee Huerta, Carlos A

*Plaintiffs' Notice of Transcript Request*

11/14/2016



Recorders Transcript of Hearing

*Transcript Re: Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment - April 20, 2016*

02/22/2017



Affidavit

Filed By: Trustee Rogich, Sig

*Affidavit of Judgment*

03/22/2017



Order to Statistically Close Case

*Civil Order to Statistically Close Case*

03/31/2017



Stipulation and Order

Filed by: Plaintiff Nanyah Vegas LLC

*Stipulation for Consolidation*

04/05/2017



Notice of Consolidation

Filed By: Plaintiff Nanyah Vegas LLC

*Notice of Consolidation*

04/24/2017



Answer

Filed By: Consolidated Case Party TELD, LLC

*Defendants' Answer to Complaint*

05/25/2017



Joint Case Conference Report

Filed By: Plaintiff Nanyah Vegas LLC

*Joint Case Conference Report*

06/14/2017



Motion to Quash

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories*

# CASE SUMMARY

CASE NO. A-13-686303-C

06/20/2017	 Motion to Quash Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories</i>
06/26/2017	 Opposition and Countermotion Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>ntermotion for 2 Days to Complete Mr.Harlap's Deposition and Leave to Serve 25 Additional Interrogatories</i>
07/26/2017	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call <i>Order Setting Civil Jury Trial, Pre-Trial/Calendar Call</i>
07/31/2017	 NV Supreme Court Clerks Certificate/Judgment - Affirmed <i>Nevada Supreme Court Clerk's Certificate Judgment - Affirmed</i>
08/18/2017	 Affidavit Filed By: Consolidated Case Party Sigmund Rogich <i>Corrected Affidavit of Judgment</i>
08/31/2017	 Notice of Firm Name Change Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Firm Name Change</i>
09/12/2017	 Notice of Deposition Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS</i>
09/21/2017	 Stipulation Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation re: Re-Open Deadlines</i>
10/17/2017	 Objection Filed By: Plaintiff Nanyah Vegas LLC <i>Objection to Notice of Taking Deposition and Request for Production of Documents</i>
10/24/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Nanyah Vegas LLC <i>Discovery Commissioner's Report and Recommendation</i>
10/25/2017	 Notice Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Issuance of Subpoenas Duces Tecum</i>
11/13/2017	 Motion to Compel Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>Defendants' Motion to Compel</i>
11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Nevada Title Company</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Kenneth Woloson, Esq.</i>
11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Holley, Driggs, Walch, Fine, Wray, Puzey &amp; Thompson</i>
11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Bradshaw, Smith &amp; Co, LLP</i>
11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Gerety &amp; Associates</i>
11/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Bank of Nevada</i>
11/21/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Mutual of Omaha Bank</i>
11/29/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to City National Bank</i>
11/30/2017	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>
12/04/2017	 Opposition Filed By: Plaintiff Nanyah Vegas LLC <i>Opposition to Motion to Compel</i>
12/08/2017	 Reply in Support Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>Defendants' Reply in Support of Motion to Compel</i>
12/12/2017	 Notice Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Issuance of Subpoena Duces Tecum</i>
12/12/2017	 Subpoena Duces Tecum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Subpoena Duces Tecum to Blakely Island Holdings, LLC</i>
12/13/2017	 Notice Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Issuance of Subpoenas Duces Tecum</i>











# CASE SUMMARY

CASE NO. A-13-686303-C

12/15/2017	 Motion for Leave to File Party: Consolidated Case Party TELD, LLC; Consolidated Case Party Sigmund Rogich <i>Motion for Leave to Amend Answer to Complaint</i>
12/15/2017	 Certificate of Service <i>Certificate of Service</i>
12/18/2017	 Stipulation and Order to Extend Discovery Deadlines Filed By: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order to Extend Discovery Deadlines</i>
12/18/2017	 Acceptance of Service Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>Acceptance of Service Regarding Subpoena Duces Tecum to Carlos Huerta</i>
12/18/2017	 Non Opposition Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Non-Opposition to Motion for Leave to Amend Answer to Complaint</i>
12/22/2017	 Motion to Strike Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel</i>
01/02/2018	 Stipulation and Order Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order to Vacate Hearing on Defendants' Motion for leave to Amend Answer</i>
01/04/2018	 Order Shortening Time Filed By: Plaintiff Nanyah Vegas LLC <i>Order Shortening Time to Motion to Strike Defendants' Motion to Compel</i>
01/05/2018	 Motion to Compel Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories</i>
01/05/2018	 Opposition Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>Opposition to Nanyah Vegas, LLC's Motion to Strke Defendants' Motion to Compel</i>
01/09/2018	 Motion to Strike Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply in Support of Motion to Strike Defendants' Motion to Compel</i>
01/23/2018	 Amended Answer Filed By: Consolidated Case Party Sigmund Rogich <i>(A746239) Defendants' First Amended Answer to Complaint</i>
01/23/2018	 Certificate of Service Filed by: Consolidated Case Party Sigmund Rogich <i>Certificate of Service</i>

# CASE SUMMARY











CASE NO. A-13-686303-C

01/23/2018	 Opposition to Motion to Compel Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich <i>Opposition to Motion to Compel and Countermotion for an Order that the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed</i>
01/24/2018	 Substitution of Attorney Filed by: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades (A746239) <i>Substitution of Attorneys</i>
01/26/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply in Support of Motion to Compel</i>
01/26/2018	 Opposition to Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Opposition to Countermotion for an Order That the Answers to Requests for Admission Should be Considered as Having Been Timely Filed</i>
01/29/2018	 Order Granting Motion Filed By: Consolidated Case Party Sigmund Rogich <i>Order Granting Motion for Leave to Amend Answer to Complaint</i>
01/31/2018	 Substitution of Attorney <i>Substitution of Attorneys</i>
02/21/2018	 Substitution of Attorney Filed by: Plaintiff Nanyah Vegas LLC <i>Substitution of Counsel</i>
02/23/2018	 Motion for Summary Judgment Filed By: Consolidated Case Party Sigmund Rogich <i>Motion for Summary Judgment</i>
02/27/2018	 Reply in Support Filed By: Consolidated Case Party Sigmund Rogich <b>REPLY IN SUPPORT OF COUNTERMOTION FOR AN ORDER THAT THE ANSWERS TO REQUESTS FOR ADMISSIONS SHOULD BE CONSIDERED AS HAVING BEEN TIMELY FIELD</b>
02/28/2018	 Supplement to Opposition Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and TELD, LLC's Supplemental Opposition to Nanyah Vegas, LLC's Motion to Compel</i>
03/05/2018	 Joinder to Motion For Summary Judgment Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment</i>
03/08/2018	 Joinder to Motion For Summary Judgment



# CASE SUMMARY

CASE NO. A-13-686303-C


	<p>Filed By: Consolidated Case Party Sigmund Rogich  <i>Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC's Joinder to Defendants Peter Eliades Individually and as Trustee of the Eliades Trust of 10/30/08 Eldorado Hills LLC and Teld's Joinder to Motion for Summary Judgment</i></p>
03/14/2018	<p> Discovery Commissioners Report and Recommendations            Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades; Consolidated Case Party Sigmund Rogich  <i>Discovery Commissioners Report and Recommendation</i></p>
03/19/2018	<p> Opposition and Countermotion            Filed By: Plaintiff Nanyah Vegas LLC  <i>Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief</i></p>
03/20/2018	<p> Initial Appearance Fee Disclosure            Filed By: Plaintiff Nanyah Vegas LLC  <i>Fee Disclosure</i></p>
03/21/2018	<p> Notice of Entry            Filed By: Consolidated Case Party Sigmund Rogich  <i>NOTICE OF ENTRY</i></p>
04/11/2018	<p> Reply in Support            Filed By: Consolidated Case Party Sigmund Rogich  <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for NRCP 56(f) Relief</i></p>
04/11/2018	<p> Reply in Support            Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief</i></p>
04/16/2018	<p> Reply to Opposition            Filed by: Plaintiff Nanyah Vegas LLC  <i>Reply to Opposition to Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief</i></p>
04/17/2018	<p> Joinder            Filed By: Consolidated Case Party Sigmund Rogich  <i>Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld's Reply in Support of Their Joinder to Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and NRCP 56(f) Relief</i></p>
04/17/2018	<p> Notice of Taking Deposition            Filed By: Plaintiff Nanyah Vegas LLC  <i>Notice of Taking Deposition of Sigmund Rogich</i></p>
04/17/2018	<p> Notice of Taking Deposition</p>

**CASE SUMMARY**

**CASE NO. A-13-686303-C**

Filed By: Plaintiff Nanyah Vegas LLC  
*Notice of Taking Deposition of Peter Eliades*

04/17/2018

 Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Notice of Taking Depositions*


04/19/2018

 Recorders Transcript of Hearing  
*Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Heard on April 18, 2018*


04/23/2018

 Recorders Transcript of Hearing  
*Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018*


04/27/2018

 Amended Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Amended Notice of Taking Deposition of Sigmund Rogich*


04/27/2018

 Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Notice of Taking Deposition of Kenneth Woloson, Esq.*


04/27/2018

 Amended Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Amended Notice of Taking Deposition of Melissa Olivas*

05/01/2018

 Discovery Commissioners Report and Recommendations  
Filed By: Consolidated Case Party Sigmund Rogich  
*Discovery Commissioners Report and Recommendations*


05/02/2018

 Notice of Entry  
Filed By: Consolidated Case Party Sigmund Rogich  
*Notice of Entry*


05/03/2018

 Motion to Continue Trial  
Filed By: Plaintiff Nanyah Vegas LLC  
*Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time*


05/09/2018

 Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Amended Notice of Taking Depositions*

05/10/2018

 Opposition to Motion  
Filed By: Consolidated Case Party Sigmund Rogich  
*Defendants Sigmund Rogich, Individually and As Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on OST*

05/10/2018

 Notice of Taking Deposition  
Filed By: Plaintiff Nanyah Vegas LLC  
*Amended Notice of Taking Deposition of Kenneth Woloson, Esq.*

05/10/2018









# CASE SUMMARY

CASE NO. A-13-686303-C

	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member</i>
05/10/2018	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC</i>
05/10/2018	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint</i>
05/10/2018	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials</i>
05/11/2018	 Notice of Non Opposition Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time</i>
05/11/2018	 Motion in Limine Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial</i>
05/15/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply in Support of Motion to Continue Trial and to Set Firm Trial Date</i>
05/21/2018	 Joinder to Motion in Limine Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial</i>
05/22/2018	 Order Denying Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Order Denying Countermotion for Summary Judgment and Denying NRCP 56(f) Relief</i>
05/22/2018	 Order Filed By: Plaintiff Nanyah Vegas LLC <i>(A686303) Order Partially Granting Summary Judgment</i>
05/22/2018	 Notice of Entry of Order Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Entry of Orders</i>
06/01/2018	 Motion for Summary Judgment Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD,

# CASE SUMMARY

CASE NO. A-13-686303-C

	LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendant Eldorado Hills, LLC's Motion for Summary Judgment</i>
06/01/2018	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Appendix of Exhibits to Defendant Eldorado Hills, LLC's Motion for Summary Judgment Volume 1 of 2</i>
06/01/2018	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Appendix of Exhibits to Defendant Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2</i>
06/01/2018	 Motion for Summary Judgment Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment</i>
06/01/2018	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2</i>
06/01/2018	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades <i>Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2</i>
06/04/2018	 Order Denying Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Order Denying Motion to Continue Trial Date and Granting Firm Trial Date Setting</i>
06/04/2018	 Motion to Reconsider Filed By: Plaintiff Nanyah Vegas LLC <i>Motion to Reconsider Order Partially Granting Summary Judgment</i>
06/05/2018	 Motion Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, Llc's Motion For Reconsideration</i>
06/06/2018	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call Filed By: Trustee Huerta, Carlos A <i>Order Setting Civil Jury Trial,Pre-Trial/Calendar Call</i>
06/12/2018	 Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Amended Notice of Taking Deposition of Dolores Eliades</i>
06/14/2018	 Opposition Filed By: Consolidated Case Party Sigmund Rogich

# CASE SUMMARY

CASE NO. A-13-686303-C

*Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment*

06/14/2018



Joinder To Motion

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration*

06/19/2018



Motion for Leave to File

Party: Plaintiff Nanyah Vegas LLC  
*Motion for Leave to File Nanyah Vegas, LLC's Opposition to Eliades Defendants' Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages*

06/19/2018



Opposition and Countermotion

Filed By: Plaintiff Nanyah Vegas LLC  
*Opposition to Eliades Defendants' Motion for Summary Judgment and Countermotion for Summary Judgment*

06/19/2018



Opposition and Countermotion

Filed By: Plaintiff Nanyah Vegas LLC  
*Opposition to Eldorado Hill's Motion for Summary Judgment and Countermotion for Summary Judgment*

06/21/2018



Opposition to Motion

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment*

06/25/2018



Initial Appearance Fee Disclosure

Filed By: Plaintiff Nanyah Vegas LLC  
*Fee Disclosure*

06/25/2018



Initial Appearance Fee Disclosure

Filed By: Plaintiff Nanyah Vegas LLC  
*Fee Disclosure*

06/25/2018



Reply to Opposition

Filed by: Plaintiff Nanyah Vegas LLC  
*Reply in Support of Motion to Reconsider Order Partially Granting Summary Judgment*

06/25/2018



Opposition to Motion

Filed By: Plaintiff Nanyah Vegas LLC  
*Nanyah Vegas, LLC's Opposition to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitation, LLC's Motion for Reconsideration and Joinder*

07/02/2018



Reply in Support

Filed By: Consolidated Case Party Sigmund Rogich  
*Reply in Support of Defendants' Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LL"C Motion for Reconsideration*

# CASE SUMMARY

CASE NO. A-13-686303-C

07/13/2018



## Motion to Strike

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Countermotions for Summary Judgment*

07/16/2018



## Receipt of Copy

Filed by: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Receipt of Copy of Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Countermotions for Summary Judgment*

07/16/2018



## Receipt of Copy

Filed by: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Receipt of Copy of Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Countermotions for Summary Judgment*

07/16/2018



## Motion

Filed By: Consolidated Case Party Sigmund Rogich  
*Defendants' Motion for Expedited Hearing on Pending Motions in Limine on Order Shortening Time*

07/19/2018



## Reply in Support

Filed By: Counter Claimant Eldorado Hills LLC  
*Defendant Eldorado Hills, LLC's Reply in Support of Its Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment*

07/19/2018



## Reply in Support

Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment*

07/23/2018



## Opposition to Motion

Filed By: Plaintiff Nanyah Vegas LLC  
*Nanyah Vegas, LLC's Opposition to Motion to Strike Untimely Countermotions for Summary Judgment*

07/24/2018



## Order

Filed By: Consolidated Case Party Sigmund Rogich  
*Order Denying Motion to Reconsider*

07/24/2018



## Errata

*Errata to Nanyah Vegas, LLC's Opposition to Motion to Strike Untimely Countermotions for Summary Judgment*

07/24/2018



## Reply in Support

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades  
*Reply in Support of Defendants Peter Eliades, Individually and as Trustee of The Eliades*

# CASE SUMMARY

CASE NO. A-13-686303-C

*Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Countermotions for Summary Judgment*

07/24/2018



Opposition to Motion

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Limited Opposition to Defendants' Motion for Expedited Hearing on Pending Motions in Limine on Order Shortening Time*

07/25/2018



Reply in Support

Filed By: Consolidated Case Party Sigmund Rogich

*Reply in Support of Defendants' Motion for Expedited Hearing on Pending Motions in Limine*

07/26/2018



Notice of Entry of Order

Filed By: Consolidated Case Party Sigmund Rogich

*Notice of Entry of Order Denying Motion for Reconsideration*

08/02/2018



Recorders Transcript of Hearing

*Transcript of Proceedings, Motions, Heard on July 26, 2018*

08/10/2018



Order

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades

*Order Denying Nanyah Vegas, LLC's Motion for Reconsideration*

08/13/2018



Notice of Entry of Order

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Peter Eliades

*Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion for Reconsideration*

08/13/2018



Order Granting Motion

Filed By: Plaintiff Nanyah Vegas LLC

*Order*

08/17/2018



Motion

Filed By: Consolidated Case Party Sigmund Rogich

*Motion for Rehearing*

09/04/2018



Opposition to Motion

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs*

09/05/2018



Errata

Filed By: Plaintiff Nanyah Vegas LLC

*Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs*

09/07/2018



Motion in Limine

Filed By: Counter Claimant Eldorado Hills LLC

*Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager*

09/07/2018











Motion in Limine



# CASE SUMMARY











CASE NO. A-13-686303-C

	<p>Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language</i></p>
09/07/2018	<p> Motion in Limine            Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC</i></p>
09/19/2018	<p> Opposition to Motion            Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 3: Defendants Bound by their Answers to Complaint</i></p>
09/19/2018	<p> Opposition to Motion            Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 4: Yoav Harlap's Personal Financials</i></p>
09/19/2018	<p> Opposition to Motion            Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 1: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member</i></p>
09/19/2018	<p> Opposition to Motion            Filed By: Counter Claimant Eldorado Hills LLC  <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 2: NRS 47.240(2) Mandates Finding that Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC</i></p>
09/20/2018	<p> Reply in Support            Filed By: Consolidated Case Party Sigmund Rogich  <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Their Motion for Rehearing</i></p>
09/24/2018	<p> Opposition to Motion in Limine            Filed By: Plaintiff Nanyah Vegas LLC  <i>Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Evidence or Argument Regarding an Alleged Implied-in-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC</i></p>
09/24/2018	<p> Opposition to Motion in Limine            Filed By: Plaintiff Nanyah Vegas LLC  <i>Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Argument that Eldorado Hills, LLC is bound by any testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills Manager</i></p>
09/24/2018	<p> Opposition to Motion in Limine            Filed By: Plaintiff Nanyah Vegas LLC  <i>Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Argument that Eldorado Hills, LLC is Bound by any Contractual Recitals, Statements, or Language</i></p>
09/26/2018	<p> Notice of Association of Counsel            Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party Sigmund Rogich  <i>Notice of Association of Counsel</i></p>



# CASE SUMMARY

CASE NO. A-13-686303-C

09/27/2018	 Amended Notice Filed By: Consolidated Case Party Sigmund Rogich <i>Amended Notice of Association of Counsel</i>
09/28/2018	 Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #2 Re: NRS 47.240(2) Mandates Finding that Nanyah Vegas Invested \$1.5 Million into Eldorado Hills, LLC</i>
09/28/2018	 Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah's Motion in Limine #3 re Defendants Bound by their Answers to Complaint</i>
09/28/2018	 Non Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations Notice of Non-Opposition to Nanyah's Motion in Limine #4 Re Yoav Harlap's Personal Financials</i>
09/28/2018	 Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #1 Re: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member</i>
10/02/2018	 Recorders Transcript of Hearing <i>Transcript of Proceedings, Motion for Rehearing; Nanyah Vegas LLC's Opposition to Motion for Rehearing and Counter Motion for Award of Fees and Costs, Heard on September 27, 2018</i>
10/03/2018	 Reply in Support Filed By: Counter Claimant Eldorado Hills LLC <i>Reply in Support of Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language</i>
10/03/2018	 Reply in Support Filed By: Counter Claimant Eldorado Hills LLC <i>Reply in Support of Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager</i>
10/03/2018	 Reply in Support Filed By: Counter Claimant Eldorado Hills LLC <i>Reply in Support of Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC</i>
10/03/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

10/03/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #2 re: NRS 47.240(2) Mandates Finding that Nanyah Vegas, LLC Invested \$1.5 Million into Eldorado Hills, LLC</i>
10/03/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint</i>
10/03/2018	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #4 re: Yoav Harlap's Personal Financials</i>
10/05/2018	 Order Filed By: Plaintiff Nanyah Vegas LLC <i>(A686303, A746239) Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment</i>
10/08/2018	 Notice of Entry of Order Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Entry of Order</i>
10/11/2018	 Memorandum of Costs and Disbursements Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03 <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements</i>
10/12/2018	 Pre-Trial Disclosure Party: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Pretrial Disclosures</i>
10/15/2018	 Motion to Retax Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike</i>
10/16/2018	 Recorders Transcript of Hearing <i>Transcript of Proceedings, All Pending Motions in Limine, Heard on October 10, 2018</i>
10/25/2018	 Motion for Attorney Fees and Costs Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter <i>Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs</i>
10/25/2018	 Appendix Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter <i>Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs</i>
10/29/2018	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
10/29/2018	 Notice

# CASE SUMMARY

CASE NO. A-13-686303-C

Filed By: Counter Claimant Eldorado Hills LLC  
*Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory*

10/31/2018



Supplement

Filed by: Plaintiff Nanyah Vegas LLC  
*Nanyah Vegas, LLC's Supplemental Pretrial Disclosures*

10/31/2018



Objection

Filed By: Plaintiff Nanyah Vegas LLC  
*Nanyah Vegas, LLC's Objections to Defendants' Pretrial Disclosures*

11/02/2018



Opposition to Motion

Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03  
*Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike*

11/06/2018



Stipulation and Order

Filed by: Counter Claimant Eldorado Hills LLC  
*Stipulation and Order to Extend Pre-Trial Memorandum Deadline*

11/06/2018



Order

Filed By: Counter Claimant Eldorado Hills LLC  
*Order Regarding Motions in Limine*

11/06/2018



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant Eldorado Hills LLC  
*Notice of Entry of Stipulation and Order to Extend Pre-Trial Memorandum Deadline*

11/06/2018



Notice of Entry of Order

Filed By: Counter Claimant Eldorado Hills LLC  
*Notice of Entry of Order Regarding Motions in Limine*

11/16/2018



Stipulation and Order

Filed by: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03  
*Stipulation and Order to Continue the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendant Peter Eliades and Teld, LLC's Motion for ATtorneys' Fees and Costs Until After the Trial Date*

11/20/2018



Notice of Entry of Stipulation and Order

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03  
*Notice of Entry of Stipulation and Order to Continue the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendants Peter Eliades and Teld, LLC's Motion for Attonreys' Fees and Costs Until After the Trial Date*

12/07/2018



Order Setting Civil Jury Trial and Calendar Call

*Order Re-Setting Civil Jury Trial and Calendar Call*

12/19/2018



Order Setting Civil Jury Trial and Calendar Call

*Order Re-Setting Civil Jury Trial and Calendar Call*

# CASE SUMMARY

CASE NO. A-13-686303-C

12/20/2018



## Stipulation and Order

Filed by: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03

*Stipulation and Order to Set the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendant Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs*

12/21/2018



## Notice of Entry of Stipulation and Order

Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03

*Notice of Entry of Stipulation and Order to Set the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs*

01/25/2019



## Motion for Summary Judgment

Filed By: Counter Claimant Eldorado Hills LLC

*Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment*

01/29/2019



## Satisfaction of Judgment

Filed by: Trustee Huerta, Carlos A; Counter Defendant Alexander Christopher Trust

*Satisfaction of Judgment*

01/30/2019



## Motion for Summary Judgment

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment*

01/30/2019



## Initial Appearance Fee Disclosure

Filed By: Plaintiff Nanyah Vegas LLC

*Fee Disclosure*

02/06/2019



## Motion for Relief

Filed By: Consolidated Case Party Sigmund Rogich

*Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)*

02/07/2019



## Order Shortening Time

Filed By: Consolidated Case Party Sigmund Rogich

*Order Shortening Time*

02/08/2019



## Ex Parte Motion

Filed By: Consolidated Case Party Sigmund Rogich

*Ex Parte Motion for an Order Shortening Time on Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)*

02/08/2019



## Notice of Entry of Order

Filed By: Consolidated Case Party Sigmund Rogich

*Notice of Entry of Order*

02/12/2019















## Receipt of Copy

Filed by: Consolidated Case Party Sigmund Rogich

*Receipt of Copy*

# CASE SUMMARY

CASE NO. A-13-686303-C

02/15/2019	 Opposition to Motion For Summary Judgment Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment</i>
02/15/2019	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Countermotion for NRCP 15 Relief</i>
02/15/2019	 Opposition to Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas LLC's Opposition to Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)</i>
02/15/2019	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas LLC's Motion in Limine #5 re: Parol Evidence Rule</i>
02/15/2019	 Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas LLC's Motion in Limine #6 re: Date of Discovery</i>
02/18/2019	 Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust, Sigmund Rogich, Individually and Imitations, LLC's Omnibus Opposition to (1) Nanyah Vegas LLC's Motion for Summary Judgment and (2) Limited Opposition to Eldorado Hills, LLC's Motion for Summary Judgment</i>
02/19/2019	 Certificate of Service Filed by: Consolidated Case Party Sigmund Rogich <i>Certificate of Service</i>
02/19/2019	 Reply in Support Filed By: Trustee Rogich, Sig <i>Reply in Support of Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60 (b)</i>
02/25/2019	 Notice of Change of Firm Name Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Firm Name Change</i>
02/25/2019	 Motion in Limine Filed By: Trustee Rogich, Sig; Consolidated Case Party Sigmund Rogich <i>Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial</i>
02/25/2019	 Motion in Limine Filed By: Trustee Rogich, Sig; Consolidated Case Party Sigmund Rogich <i>Defendants' Motion in Limine to Preclude Plaintiff and Carlos Huerta from Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance</i>
02/26/2019	 Motion

# CASE SUMMARY

CASE NO. A-13-686303-C

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment*

02/27/2019



Motion to Compel

Filed By: Trustee Rogich, Sig

*Motion to Compel Production of Plaintiff's Tax Returns and For Attorneys' Fees on Order Shortening Time*

03/08/2019



Opposition

Filed By: Consolidated Case Party Sigmund Rogich

*Opposition to Nanyah Vegas, LLC's Motion in Limine #6 RE: Date of Discovery*

03/08/2019



Opposition

Filed By: Consolidated Case Party Sigmund Rogich

*OPPOSITION TO NANAY VEGAS, LLC'S MOTION IN LIMINE #5 RE; PAROL EVIDENCE RULE*

03/08/2019



Opposition to Motion in Limine

Filed By: Counter Claimant Eldorado Hills LLC

*Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 5 Re: Parol Evidence Rule*

03/08/2019



Opposition to Motion in Limine

Filed By: Counter Claimant Eldorado Hills LLC

*Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 6 Re: Date of Discovery*

03/14/2019



Clerk's Notice of Hearing

*Notice of Hearing*

03/14/2019



Reply

Filed by: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule*

03/14/2019



Reply

Filed by: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery*

03/14/2019



Opposition to Motion to Compel

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion to Compel*

03/15/2019



Clerk's Notice of Hearing

*Notice of Hearing*

03/18/2019



Reply in Support

Filed By: Consolidated Case Party Sigmund Rogich

*Reply in Support of Motion to Compel Production of Plaintiff's Tax Returns*

03/20/2019



Opposition to Motion in Limine

Filed By: Plaintiff Nanyah Vegas LLC

*Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta*

03/20/2019

# CASE SUMMARY

CASE NO. A-13-686303-C

	 Opposition to Motion in Limine Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's General Ledger and Related Testimony at Trial</i>
03/20/2019	 Opposition to Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Summary Judgment</i>
03/20/2019	 Opposition Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018 Order Granting Summary Judgment</i>
03/20/2019	 Opposition to Motion Filed By: Trustee Rogich, Sig <i>Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions</i>
03/21/2019	 Errata Filed By: Trustee Rogich, Sig <i>Errata to Rogich Defednatns' Opposition to Plaintiff's Motion to Settle Jury Instructions</i>
03/21/2019	 Recorders Transcript of Hearing <i>Transcript of Proceedings, Motions, Heard on March 20, 2019</i>
03/22/2019	 Order <i>Order Striking Filings</i>
03/22/2019	 Pre-Trial Disclosure <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's 2nd Supplemental Pre-Trial Disclosures</i>
03/25/2019	 Motion to Reconsider Filed By: Plaintiff Nanyah Vegas LLC <i>Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time</i>
03/26/2019	 Order Denying Motion Filed By: Trustee Rogich, Sig <i>Order Denying The Rogich Defendants' NRCP 60(b) Motion</i>
03/26/2019	 Notice of Entry of Order Filed By: Trustee Rogich, Sig <i>Notice of Entry of Order</i>
03/27/2019	 Reply Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas LLC's Reply in Support of Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment</i>
03/28/2019	 Reply in Support Filed By: Trustee Rogich, Sig <i>Reply in Support of Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial</i>



# CASE SUMMARY













CASE NO. A-13-686303-C

03/28/2019	 Reply Filed by: Consolidated Case Party Sigmund Rogich <i>Rogich Defendants' Reply in Support of Motion in Limine Regarding Consulting Fee Admission</i>
04/04/2019	 Opposition to Motion Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine # 5: Parol Evidence Rule</i>
04/05/2019	 Opposition Filed By: Consolidated Case Party Sigmund Rogich <i>Opposition to Plaintiff's Motion to Reconsider Order on Motion in Limine #5 Re Parol Evidence Rule on OST</i>
04/05/2019	 Reply to Opposition Filed by: Plaintiff Nanyah Vegas LLC <i>Reply in Support of Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time</i>
04/05/2019	 Objection Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Objections to Defendants' Pretrial Disclosures</i>
04/05/2019	 Pre-Trial Disclosure Party: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's 2nd Supplemental Pretrial Disclosures</i>
04/05/2019	 Objection Filed By: Trustee Rogich, Sig <i>Objections to Nanyah Vegas, LLC's Pre-Trial Disclosures</i>
04/05/2019	 Objection Filed By: Trustee Rogich, Sig <i>Objections to Eldorado Hills, LLC's Pre-Trial Disclosures</i>
04/09/2019	 Order Filed By: Consolidated Case Party Sigmund Rogich <i>Order Granting in Part and Denying in Part Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees</i>
04/09/2019	 Notice of Entry of Order Filed By: Trustee Rogich, Sig <i>Notice of Entry of Order</i>
04/09/2019	 Notice Filed By: Counter Claimant Eldorado Hills LLC <i>Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory</i>
04/09/2019	 Pre-Trial Disclosure Party: Consolidated Case Party Sigmund Rogich <i>Defendants 3rd Supplemental Pre-Trial Disclosure Statement</i>



# CASE SUMMARY

CASE NO. A-13-686303-C

04/09/2019	 Joinder Filed By: Consolidated Case Party Sigmund Rogich <i>Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice on Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory</i>
04/09/2019	 Opposition Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Countermotion for NRCP 15 Relief</i>
04/10/2019	 Order Denying Filed By: Consolidated Case Party Sigmund Rogich <i>Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule</i>
04/10/2019	 Joinder Filed By: Consolidated Case Party Sigmund Rogich <i>Sigmund Rogich, Individually and As Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC s Joinder to Eldorado Hills, Llc's Objections To Nanyah Vegas, LLC's 2nd Supplemental Pre-Trial Disclosures</i>
04/10/2019	 Notice of Entry of Order Filed By: Counter Claimant Eldorado Hills LLC <i>Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion in Limine # 5: Parol Evidence Rule</i>
04/10/2019	 Pre-Trial Disclosure Party: Trustee Rogich, Sig; Consolidated Case Party Sigmund Rogich <i>Defendants Fourth Supplemental Pre-Trial Disclosure Statement</i>
04/12/2019	 Pre-Trial Disclosure Party: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's 3rd Supplemental Pretrial Disclosures</i>
04/15/2019	 Request for Judicial Notice Filed By: Consolidated Case Party Sigmund Rogich <i>Request for Judicial Notice</i>
04/15/2019	 Objection Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 3rd Supplemental Pre-Trial Disclosures</i>
04/15/2019	 Objection Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Objections to Defendants Sigmund Rogich, Individually and as Trustee of The Rogich Family Irrevocable Trust, and Imitaitons, LLC's Third and Fourth Supplemental Pre-Trial Disclosure Statement Pursuant to NRCP 16.1(a)(3)</i>
04/16/2019	 Notice of Compliance Party: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Notice of Compliance With 4-9-19 Order</i>
04/16/2019	 Objection Filed By: Plaintiff Nanyah Vegas LLC

# CASE SUMMARY

CASE NO. A-13-686303-C

*Nanyah Vegas, LLC's Supplement to Objections to Defendants' Pretrial Disclosures*

04/16/2019	 Pre-trial Memorandum Filed by: Consolidated Case Party Sigmund Rogich <i>Pre-Trial Memorandum</i>
04/16/2019	 Ex Parte Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120</i>
04/16/2019	 Pre-trial Memorandum Filed by: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Pretrial Memorandum</i>
04/16/2019	 Pre-trial Memorandum Filed by: Counter Claimant Eldorado Hills LLC <i>Eldorado Hills, LLC's Pre-Trial Memorandum</i>
04/16/2019	 Errata Filed By: Consolidated Case Party Sigmund Rogich <i>Rogich Defendants' Errata to Pretrial Memorandum</i>
04/17/2019	 Certificate of Service Filed by: Consolidated Case Party Sigmund Rogich <i>Certificate of Service</i>
04/17/2019	 Order Denying Motion Filed By: Trustee Rogich, Sig <i>Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery</i>
04/17/2019	 Notice of Entry of Order Filed By: Consolidated Case Party Sigmund Rogich <i>Notice of Entry of Order</i>
04/17/2019	 Request for Judicial Notice Filed By: Plaintiff Nanyah Vegas LLC <i>Request for Judicial Notice and Application of the Law of the Case Doctrine</i>
04/17/2019	 Trial Subpoena Filed by: Plaintiff Nanyah Vegas LLC <i>Trial Subpoena - Civil (Carlos Huerta)</i>
04/17/2019	 Trial Subpoena Filed by: Plaintiff Nanyah Vegas LLC <i>Trial Subpoena - Civil (Dolores Eliades)</i>
04/17/2019	 Trial Subpoena Filed by: Plaintiff Nanyah Vegas LLC <i>Trial Subpoena - Civil (Craig Dunlap)</i>
04/17/2019	 Trial Subpoena Filed by: Plaintiff Nanyah Vegas LLC

# CASE SUMMARY

CASE NO. A-13-686303-C

*Trial Subpoena - Civil (Peter Eliades)*

04/18/2019	 Opposition to Motion Filed By: Consolidated Case Party Sigmund Rogich <i>Opposition to Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120</i>
04/19/2019	 Objection <i>Objection to Nanyah's Request for Judicial Notice and Application of Law of the Case Doctrine</i>
04/19/2019	 Response Filed by: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Response to Nanyah Vegas, LLC's Request for Judicial Notice and Application of Law of the Case Doctrine</i>
04/21/2019	 Supplemental Brief Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Supplement to its Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for the Purposes of NRS 163.120</i>
04/21/2019	 Memorandum of Points and Authorities Filed By: Trustee Rogich, Sig; Consolidated Case Party Sigmund Rogich <i>The Rogich Defendants Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice Requirements to Trust Beneficiaries Provided under NRS Chapter 163</i>
04/23/2019	 Recorders Transcript of Hearing <i>Transcript of Proceedings, Jury Trial, Heard on April 22, 2019</i>
04/30/2019	 Order <i>(A746239) Order</i>
04/30/2019	 Notice of Entry of Order <i>Notice of Entry of Order</i>
05/01/2019	 Order Denying Filed By: Consolidated Case Party Sigmund Rogich <i>Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions</i>
05/01/2019	 Order Denying Filed By: Consolidated Case Party Sigmund Rogich <i>Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule</i>
05/01/2019	 Recorders Transcript of Hearing <i>Transcript of Proceedings, Telephonic Conference, Heard on April 18, 2019</i>
05/01/2019	 Notice of Entry of Order Filed By: Consolidated Case Party Sigmund Rogich <i>Notice of Entry of Order</i>
05/01/2019	 Notice of Entry of Order

**CASE SUMMARY**

**CASE NO. A-13-686303-C**

Filed By: Consolidated Case Party Sigmund Rogich  
*Notice of Entry of Order*

05/06/2019



Order

Filed By: Plaintiff Nanyah Vegas LLC  
*Order Denying the Rogich Defendants' Motions in Limine*

05/06/2019



Memorandum of Costs and Disbursements

Filed By: Trustee Rogich, Sig  
*Defendant the Rogich Family Irrevocable Trust's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110*

05/07/2019



Notice of Entry of Order

Filed By: Plaintiff Nanyah Vegas LLC  
*Notice of Entry of Order Denying The Rogich Defendants' Motions in Limine*

05/10/2019



Motion for Summary Judgment

Filed By: Consolidated Case Party Sigmund Rogich  
*Motion for Summary Judgment or Alternatively for Judgment as Matter of Law Pursuant to NRCP 50(a)*

05/13/2019



Clerk's Notice of Hearing

*Notice of Hearing*

05/16/2019



Stipulation and Order

Filed by: Consolidated Case Party Sigmund Rogich  
*STIPULATION AND ORDER SUSPENDING JURY TRIAL*

05/16/2019



Notice of Entry

Filed By: Trustee Rogich, Sig  
*NOTICE OF ENTRY OF STIPULATION AND ORDER SUSPENDING JURY TRIAL*

05/21/2019



Motion for Attorney Fees and Costs

Filed By: Consolidated Case Party Sigmund Rogich  
*Defendant The Rogich Family Irrevocable Trust's Motion for Attorneys' Fees and Costs*

05/22/2019



Clerk's Notice of Hearing

*Notice of Hearing*

05/22/2019



Certificate of Service

Filed by: Trustee Rogich, Sig  
*Certificate of Service*

05/22/2019



Motion for Summary Judgment

Filed By: Counter Claimant Eldorado Hills LLC  
*Defendant Eldorado Hills, LLC's Motion for Summary Judgment*

05/23/2019



Clerk's Notice of Hearing

*Notice of Hearing*

05/24/2019















Opposition to Motion For Summary Judgment

Filed By: Plaintiff Nanyah Vegas LLC  
*Opposition to Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)*

# CASE SUMMARY

CASE NO. A-13-686303-C

05/29/2019	 Order Filed By: Plaintiff Nanyah Vegas LLC <i>Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief</i>
05/29/2019	 Order Filed By: Plaintiff Nanyah Vegas LLC <i>Order Regarding Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120</i>
06/13/2019	 Stipulation and Order Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order Regarding Rogich Family Irrevocable Trust's Memorandum of Costs and Motion for Attorneys' Fees</i>
06/13/2019	 Stipulation and Order Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order Regarding Motions for Summary Judgment</i>
06/13/2019	 Stipulation and Order Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order Regarding The Eliades Defendants' Memorandum of Costs and Motion for Attorneys' Fees</i>
06/24/2019	 Notice of Entry of Order Filed By: Consolidated Case Party Sigmund Rogich <i>Notice of Entry of Order</i>
06/24/2019	 Notice of Entry of Order Filed By: Trustee Rogich, Sig <i>Notice of Entry of Order</i>
07/11/2019	 Opposition to Motion Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Summary Judgment</i>
07/22/2019	 Motion to Dismiss Filed By: Counter Claimant Eldorado Hills LLC <i>Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)</i>
07/22/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
07/24/2019	 Reply in Support Filed By: Consolidated Case Party Sigmund Rogich <i>Reply in Support of Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)</i>
07/30/2019	 Stipulation and Order Filed by: Counter Claimant Eldorado Hills LLC <i>Stipulation and Order to Reset the Hearings on: (1) Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and (2) Defendant Eldorado Hills, LLC's Motion for Dismissal Under Rule 41(e)</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

07/30/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Eldorado Hills LLC <i>Notice of Entry of Stipulation and Order to Reset the Hearings on: (1) Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and (2) Defendant Eldorado Hills, LLC's Motion for Dismissal Under Rule 41(e)</i>
08/06/2019	 Opposition to Motion to Dismiss Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)</i>
08/29/2019	 Reply in Support Filed By: Counter Claimant Eldorado Hills LLC <i>Reply in Support of Defendant Eldorado Hills, LLC's Motion for Summary Judgment</i>
08/29/2019	 Reply in Support Filed By: Counter Claimant Eldorado Hills LLC <i>Reply in Support of Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)</i>
09/09/2019	 Recorders Transcript of Hearing <i>Recorder's Transcript of Proceedings Re: Motions, Heard on September 5, 2019</i>
10/04/2019	 Notice of Entry of Decision and Order <i>Notice of Entry of Decision and Order</i>
10/04/2019	 Decision and Order <i>(A686303,A746239) Decision</i>
10/07/2019	 Memorandum of Costs and Disbursements Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Amended Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110</i>
10/07/2019	 Memorandum of Costs and Disbursements Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03 <i>Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements</i>
10/07/2019	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03 <i>Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements - Volume 1 of 2</i>
10/07/2019	 Appendix Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03 <i>Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements - Volume 2 of 2</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

10/08/2019	 Errata Filed By: Consolidated Case Party Sigmund Rogich <i>Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Errata to Amended Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110</i>
10/14/2019	 Stipulation and Order Filed by: Plaintiff Nanyah Vegas LLC <i>Stipulation and Order to Extend Deadline to File Motions to Retax Costs</i>
10/16/2019	 Motion to Retax Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements</i>
10/16/2019	 Motion to Retax Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of The Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110</i>
10/17/2019	 Motion for Attorney Fees Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter <i>Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees</i>
10/17/2019	 Appendix Filed By: Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter <i>Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees</i>
10/17/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/22/2019	 Motion for Attorney Fees and Costs Filed By: Consolidated Case Party Sigmund Rogich <i>Rogich Defendants' Renewed Motion for Attorneys' Fees and Costs</i>
10/23/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/24/2019	 Notice of Appeal Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Appeal</i>
10/24/2019	 Case Appeal Statement Filed By: Plaintiff Nanyah Vegas LLC <i>Case Appeal Statement</i>
10/28/2019	 Opposition to Motion Filed By: Counter Claimant Eldorado Hills LLC; Consolidated Case Party TELD, LLC; Consolidated Case Party Eliades, Peter; Consolidated Case Party Eliades Survivor Trust of 10-30-03 <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's: (1) Opposition to Nanyah Vegas, LLC's</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

*Motion to Retax Costs; and (2) Countermotion to Award Costs*

## **DISPOSITIONS**

10/01/2014	<b>Partial Summary Judgment</b> (Judicial Officer: Allf, Nancy) Debtors: Nanyah Vegas LLC (Plaintiff) Creditors: Eldorado Hills LLC (Defendant) Judgment: 10/01/2014, Docketed: 10/08/2014
11/05/2014	<b>Partial Summary Judgment</b> (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 11/05/2014, Docketed: 11/12/2014 Comment: Certain Claims
11/05/2014	<b>Order of Dismissal</b> (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Sig Rogich (Defendant), Eldorado Hills LLC (Defendant) Judgment: 11/05/2014, Docketed: 11/20/2014
02/10/2015	<b>Order</b> (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 02/10/2015, Docketed: 02/18/2015 Total Judgment: 237,954.50
02/23/2015	<b>Judgment</b> (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 02/23/2015, Docketed: 03/11/2015 Total Judgment: 242,971.27 Satisfaction:
04/29/2016	<b>Clerk's Certificate</b> (Judicial Officer: Allf, Nancy) Debtors: Eldorado Hills LLC (Defendant) Creditors: Nanyah Vegas LLC (Plaintiff) Judgment: 04/29/2016, Docketed: 05/06/2016 Comment: Supreme Court No 66823 - "APPEAL REVERSED and REMAND"
07/21/2016	<b>Clerk's Certificate</b> (Judicial Officer: Allf, Nancy) Debtors: Go Global Inc (Other Plaintiff), Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 07/21/2016, Docketed: 07/28/2016 Comment: Supreme Court No 67595 - "APPEAL AFFIRMED"
07/31/2017	<b>Clerk's Certificate</b> (Judicial Officer: Allf, Nancy) Debtors: Go Global Inc (Other Plaintiff), Carlos A Huerta (Plaintiff) Creditors: Sig Rogich (Defendant), Eldorado Hills LLC (Defendant) Judgment: 07/31/2017, Docketed: 08/07/2017 Comment: Supreme Court No. 70492 APPEAL AFFIRMED
10/05/2018	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Allf, Nancy) Debtors: Nanyah Vegas LLC (Plaintiff) Creditors: TELD, LLC (Consolidated Case Party), Peter Eliades (Consolidated Case Party) Judgment: 10/05/2018, Docketed: 10/08/2018 Comment: Consoliated Case Parties Dismissed
10/04/2019	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Eldorado Hills LLC (Defendant)



# CASE SUMMARY

CASE NO. A-13-686303-C

Judgment: 10/04/2019, Docketed: 10/04/2019

## HEARINGS

- |            |   |
|------------|---|
| 10/31/2013 | <b>CANCELED Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Allf, Nancy)<br><i>Vacated - On In Error</i><br><i>Defendant Eldorado Hills, LLC's Motion to Dismiss</i>   |
| 10/31/2013 | <b>CANCELED Motion to Dismiss</b> (9:00 AM) (Judicial Officer: Allf, Nancy)<br><i>Vacated</i><br><i>parties stipulated to this continuance</i>  |
| 05/14/2014 |  <b>Motion for Leave</b> (9:30 AM) (Judicial Officer: Allf, Nancy)<br><i>Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time</i><br>Granted;<br>Journal Entry Details:<br><i>Mr. Anderson advised he has exchanged emails with opposing counsel he is not opposed to the motion. There being good grounds and no opposition, COURT ORDERED, Defendants' Motion for Leave to File an Amended Answer on an Order Shortening time GRANTED. Order provided to the Court.;</i>   |
| 09/11/2014 | <b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy)<br>Events: 07/25/2014 Notice of Hearing<br><i>Defendant Eldorado Hills LLC's Motion for Partial Summary Judgment</i><br>Granted;  |
| 09/11/2014 | <b>Opposition and Countermotion</b> (10:30 AM) (Judicial Officer: Allf, Nancy)<br><i>Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment</i><br>Denied Without Prejudice;   |
| 09/11/2014 |  <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Allf, Nancy)<br>Matter Heard;<br>Journal Entry Details:<br><i>DEFENDANT ELDORADO HILLS LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT Arguments by counsel regarding motion for partial summary judgment and counter-motion for partial summary judgment. Court noted it rarely considers counter-motions. Court stated its findings and ORDERED, Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment DENIED WITHOUT PREJUDICE as Court declined to hear the counter-motion; Defendant Eldorado Hills LLC's Motion for Partial Summary Judgment GRANTED. Mr. Lionel to prepare the order and submit it to opposing counsel for approval as to form and content. ;</i> |
| 09/26/2014 | <b>Motion to Compel</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)<br><i>Defts' Motion to Compel Discovery Responses on OST</i><br>Off Calendar;   |
| 09/26/2014 | <b>Motion to Continue Trial</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)<br><i>Pltfs' Motion to Continue Trial and Discovery on an OST</i><br>Denied Without Prejudice;  |
| 09/26/2014 |  <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)<br><i>Defts' Motion to Compel Discovery Responses on OST ..... Pltfs' Motion to Continue Trial and Discovery on an OST</i><br>Matter Heard;<br>Journal Entry Details:<br><i>Pltfs' Motion to Continue Trial and Discovery on an OST ..... Defts' Motion to Compel Discovery Responses on OST Mr. Lionel stated Summary Judgment was Granted September 11, 2014 on the issue in Motion to Compel. COMMISSIONER RECOMMENDED, Defts'</i>  |

# CASE SUMMARY

CASE NO. A-13-686303-C

*Motion to Compel Discovery Responses is OFF CALENDAR. Argument by Mr. McDonald; for walking away from his interest in the Company, Deft received approximately \$680,000 and a Company transferred to him with a valuable piece of property. Mr. McDonald requested to conduct discovery and depositions. Argument by Mr. Lionel. Mr. McDonald has not reviewed documents recently provided (one month after discovery closed). Commissioner advised counsel anyone who engages in discovery outside the deadline does so at their own peril. Colloquy re: the Mosley factors. COMMISSIONER RECOMMENDED, Pltfs' Motion to Continue Trial and Discovery is DENIED WITHOUT PREJUDICE; 11/3/14 Trial date STANDS; if the Trial does not move forward, Commissioner will look at the issue again. Mr. Lionel to prepare the Report and Recommendations, and Mr. McDonald to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Lionel to appear at status check hearing to report on the Report and Recommendations. 10/24/14 11:00 a.m. Status Check: Compliance ;*

10/08/2014

**Motion for Partial Summary Judgment** (10:30 AM) (Judicial Officer: Allf, Nancy)

Events: 08/11/2014 Motion for Partial Summary Judgment

*Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment*

Granted;

10/08/2014

**Opposition and Countermotion** (10:30 AM) (Judicial Officer: Allf, Nancy)

*Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment*

Matter Heard;

10/08/2014

**Motion to Continue Trial** (10:30 AM) (Judicial Officer: Allf, Nancy)

*Plaintiffs' Motion to Continue Trial on an Order Shortening Time*

No Ruling;

10/08/2014



**All Pending Motions** (10:30 AM) (Judicial Officer: Allf, Nancy)

Matter Heard;

Journal Entry Details:

*DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST'S MOTIONFOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S OPPOSITION TO DEFENDANTS MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARYJUDGMENT...PLAINTIFF'S MOTIONTO CONTINUE TRIAL ON AN ORDER SHORTENING TIME Mr. noted Mr. McDonald was bankruptcy approved and had been retained in this matter. Court so noted. Mr. Lionel argued in support of his motion stating Defendant had made misrepresentations before the bankruptcy court that they had no claim and now they are before this Court saying there is a claim, and that calls for judicial estoppel. Mr. Lionel argued regarding what judicial estoppel is intended for. Mr. Lionel further argued case law and cited several cases in open court. Lastly, Mr. Lionel argued regarding the requirement of a debtor to file a schedule of assets under oath, and stated the filed document omitted any claim against Rogich Trust. Upon Court s inquiry, Mr. Lionel argued Sig Rogich is not a party; the trust is a different entity and stated there was an original plan and three amendments but no claim or potential claim against Rogich Trust. The affidavit filed by Mr. Huerta was not true and accurate. Colloquy regarding the assignment of this claim and whether the Rogich Trust is bound by anything in the plan. Mr. Schwartz argued the claim against Mr. Rogich is disclosed as an asset; and there are amendments to those schedules that came out throughout the course of the case; however, there is there is nothing that takes Mr. Rogich out. Court inquired regarding disclosure statements and that no claim was made that Defendant would try and collect receivables, and the creditors were not on notice of that. Mr. Schwartz argued that is not what is required from a disclosure statement, you don t have to disclose to the Courts about a receivable that may have to be litigated to collect. Mr. Schwartz further argued regarding the difference between the case referenced by Mr. Lionel and the facts in this case. Lastly, Mr. Schwartz stated there is an asset that is clearly disclosed in the schedules and no one has stated they weren t aware of the bankruptcy or didn t know they were listed as an asset. Upon Court s inquiry regarding what it believed to be bankruptcy law with respect to the necessity of a disclosure statement, Mr. Schwartz stated there was a creditors plan drafted in which Mr. Huerta was a creditor and the law says you have a right to pursue it as a cause of action. Court stated there is no reference to this lawsuit, no mention of this receivable. Mr. Schwartz responded there was a reference to some collection activities that had to occur and there was a proposed plan that was 100% to the creditors based on the collection of those assets and they were aware Mr. Huerta had to collect on assets to pay his creditors.*

# CASE SUMMARY

CASE NO. A-13-686303-C

*Further, there was no concealment, there is no fraud, and Mr. Rogich can't say he was not on notice. Defense admitted they were aware of the bankruptcy and admitted they received land. Court inquired as to why Go Global assigned the right to collect to someone else and noted it was not disclosed in any the bankruptcy court filings. Following further arguments by Mr. Lionel, COURT ORDERED, motion GRANTED. Mr. Lionel to prepare the order. ;*

10/24/2014



**Status Check: Compliance** (11:00 AM) (Judicial Officer: Bulla, Bonnie)

Off Calendar;

Journal Entry Details:

*COMMISSIONER RECOMMENDED, Defense counsel is relieved from preparing the Report and Recommendation based on settlement of case (letter dated Oct. 15, 2014); matter is OFF CALENDAR. CLERK'S NOTE: A copy of this minute order was placed in the attorney folder (s) of: Mr. Lionel - Lionel, S, C ;*

10/30/2014

**CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Allf, Nancy)

*Vacated*

11/03/2014

**CANCELED Bench Trial** (10:30 AM) (Judicial Officer: Allf, Nancy)

*Vacated*

01/15/2015



**Motion for Attorney Fees and Costs** (9:30 AM) (Judicial Officer: Allf, Nancy)

Defendant's Motion for Award of Attorney's Fees and Costs

Granted;

Journal Entry Details:

*Arguments by counsel regarding the merits of the motion and opposition. Court stated its findings and ORDERED, Motion for Attorney Fees and Costs GRANTED in the amount of \$237,954.50. Ms. Shaine to prepare the order and submit it to opposing counsel for approval. Upon inquiry, Court stated the judgment would be jointly and severally against all of the named Plaintiffs.;*

03/22/2016



**Minute Order** (3:00 AM) (Judicial Officer: Allf, Nancy)

*Minute Order: Status Check: Status of Case set 3/24/2016 VACATED*

*Minute Order - No Hearing Held; Minute Order: Status Check: Status of Case set 3/24/2016 VACATED*

Journal Entry Details:

*COURT FINDS after review that on February 22, 2016 set a Status Check for March 24, 2016 at 9:30 a.m. to ascertain the status of the case following the Nevada Supreme Court's Order of Reversal and Remand. COURT FURTHER FINDS after review that on February 22, 2016 Plaintiffs filed a Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Motion ). COURT ORDERS for good cause appearing and after review that the STATUS CHECK set on MOTIONS CALENDAR on March 24, 2016 at 9:30 a.m. is VACATED; as the Motion has been filed, the Status Check is unnecessary. CLERK'S NOTE: A copy of this minute order was faxed to: Brandon B. McDonald, Esq. (702-385-2741) and Samuel S. Lionel, Esq. (702-692-8099). ;*

03/23/2016



**Minute Order** (3:00 AM) (Judicial Officer: Allf, Nancy)

*Minute Order: Matters set on 3/29/2016 chambers calendar and 5/10/2016 chambers calendar.*

*Minute Order - No Hearing Held; Minute Order: Matters set on 3/29/2016 chambers calendar and 5/10/2016 chambers calendar.*



Journal Entry Details:

*COURT FINDS after review that on February 22, 2016 Plaintiffs filed a Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Motion ) and the matter was set for Chambers Calendar on March 29, 2016. COURT FURTHER FINDS after review that on March 22, 2016 Plaintiffs filed an Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Application ) and the matter was set for Chambers Calendar on May 10, 2016. COURT FURTHER FINDS after review that oral argument is appropriate, so the Court will set Oral Argument on Plaintiffs Motion. COURT FURTHER FINDS after review that the Motion is fully briefed. COURT ORDERS for good cause appearing and after review Plaintiffs Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment set for CHAMBERS CALENDAR on March 29, 2016 in CONTINUED to*

# CASE SUMMARY

CASE NO. A-13-686303-C

*MOTIONS CALENDAR on April 20, 2016 at 10:30 a.m. for Oral Argument. COURT FURTHER ORDERS for good cause appearing and after review the Hearing on CHAMBERS CALENDAR set for May 10, 2016 is VACATED. CLERK'S NOTE: A copy of this minute order was faxed to: Brandon B. McDonald, Esq. (702-385-2741) and Samuel S. Lionel, Esq. (702-692-8099). ;*


03/24/2016	<b>CANCELED Status Check: Status of Case</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Status Check: Status of Case</i>
04/20/2016	 <b>Motion For Reconsideration</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i> <i>Denied;</i> <i>Journal Entry Details:</i> <i>Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment DENIED. Mr. Lionel to prepare the order and submit it to opposing counsel for approval ;</i>
05/10/2016	<b>CANCELED Motion</b> (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment</i>
08/31/2016	<b>CANCELED Motion for Attorney Fees</b> (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order</i> <i>Motion for Award of Attorneys' Fees</i>
07/19/2017	<b>CANCELED Motion for Protective Order</b> (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories</i>
07/21/2017	<b>Motion for Protective Order</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories</i> <i>Granted in Part;</i>
07/21/2017	<b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendants Opposition to Plaintiff's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories and Countermotion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories</i> <i>Granted in Part;</i>
07/21/2017	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Matter Heard;</i> <i>Journal Entry Details:</i> <i>Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories ..... Defendant's Opposition / Countermotion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories</i> <i>Commissioner discussed procedural problem in the case; a Scheduling Order was issued years ago, but the only way to re-open deadlines is by 2.35 Stipulation; written discovery is closed. An updated Case Conference Report does not extend deadlines. Mr. Simons stated counsel Stipulated to continue discovery in the consolidated case, but counsel did not recognize the Scheduling Order in the lead case controls. Counsel will file a 2.35 Stipulation. Commissioner will give deadlines today to move the case forward, but technically, all discovery in the last few months should not have been done. Mr. Simons Stipulated to extend deadlines; counsel stated dates offered on an emergency basis are no longer available, and Mr. Simons has a schedule conflict with an upcoming Trial. Colloquy re: calculating the Five Year Rule (7-31-2018); Remand Three Year Rule discussed (7-21-2019). Commissioner must ensure counsel are conducting the case within discovery deadlines. Counsel need to discuss the Five Year Rule,</i>

# CASE SUMMARY

CASE NO. A-13-686303-C

and counsel could submit a Stipulation signed by the Judge. Colloquy re: service of Opposition/Counter-motion. Mr. Simons requested a continuance for counsel to discuss deadlines. COMMISSIONER RECOMMENDED, within two weeks, Mr. Simons must provide dates for deposition. Commissioner will not grant a two day, 14 hour deposition without more information; take deposition for one day, 7 hours and try to reach an agreement on the record. Colloquy re: 25 additional Interrogatories for each side. Opposition by Mr. Simons. Commissioner requested Mr. Simons check his office email service. COMMISSIONER RECOMMENDED, Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories is GRANTED IN PART; Protective Order is GRANTED; deposition of Mr. Harlap must be completed before by 9-29-17. Mr. Simons has 10-9-17 through 10-13-17 open for deposition. Mr. Lionel would like to get the deposition taken. COMMISSIONER RECOMMENDED, Counter-motion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories is GRANTED IN PART; complete deposition in two days, 14 hours on or before 10-13-17 (efficient use of time); Interrogatories are limited to 40 at this time, therefore, Leave to Serve 25 Additional Interrogatories is DENIED; Extend Time to Respond to Interrogatories is DENIED WITHOUT PREJUDICE. COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 3-15-18; adding parties, amended pleadings, and initial expert disclosures due 12-15-17; rebuttal expert disclosures due 1-17-18; file dispositive motions by 4-16-18; Trial ready 5-29-18. Commissioner gave deadlines counsel agreed to in the JCCR; as of today discovery is open. Commissioner is available by conference call or file a Motion. Mr. Simons to prepare the Report and Recommendations, and Mr. Lionel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;

09/21/2017 **Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)  
DCRR 7-21-17  
Matter Continued;  
complied

12/15/2017  **Motion to Compel** (9:30 AM) (Judicial Officer: Bulla, Bonnie)  
**12/15/2017, 01/23/2018, 03/07/2018**  
COURT CALL - Defendants' Motion to Compel  
Continued;  
wrong date  
correct entry deleted in error  
Matter Continued;  
Off Calendar;  
Continued;  
wrong date  
correct entry deleted in error  
Matter Continued;  
Off Calendar;  
Continued;  
wrong date  
correct entry deleted in error  
Matter Continued;  
Off Calendar;  
Journal Entry Details:  
COMMISSIONER stated it received a faxed copy of the deposition transcript of Yoav Harlap; noted review of the Motion and stated that the responses are not appropriate. Arguments by counsel. COMMISSIONER directed counsel to have a meet and confer to discuss the supplemental interrogatories and provide the Commissioner with a complete full set of the initial and supplemental answers to those interrogatories, which will be Pltf's responsibility to do so. COMMISSIONER RECOMMENDED Motion CONTINUED for IN CHAMBERS CONFERENCE to Thursday, January 11, 2018 at 10:00 a.m. to review the answers to the interrogatories to ascertain whether each answer is sufficient. Counsel to work together to develop a list of discovery that was not properly answered to provide to the Commissioner. COMMISSIONER directed Mr. Lionel to bring a Court Reporter to have a record of the in chamber proceedings. CONTINUED TO: 01/11/2018 10:00 AM (IN CHAMBERS CONFERENCE);

01/17/2018 **CANCELED Motion for Leave** (9:00 AM) (Judicial Officer: Allf, Nancy)



# CASE SUMMARY



CASE NO. A-13-686303-C

	<p><i>Vacated - per Stipulation and Order</i></p> <p><i>Motion for Leave to Amend Answer to Complaint</i></p>
01/23/2018	<p><b>Motion to Strike</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel</i></p> <p>Denied;</p>
01/23/2018	<p> <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel ..... Defendants' Motion to Compel Colloquy re: Rule 26(d). Commissioner advised Pltf's counsel it was not proper to file the Motion. COMMISSIONER RECOMMENDED, Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel is DENIED as Commissioner already ruled in part on the validity of the Motion when counsel appeared last time. Commissioner gave time for counsel to have a 2.34 meet and confer, resolve what they could, and bring a list of outstanding discovery chambers conference. Argument by Ms. Shanks. Commissioner needs a list of outstanding discovery, and a record with Javs is needed in this case. Mr. Lionel stated 95 percent of Defts' discovery has been done. COMMISSIONER RECOMMENDED, a 2.34 conference is REQUIRED unless counsel already conducted one; file a supplemental brief by 2-5-18; Defendants' Motion to Compel is CONTINUED; Nanyah Vegas, LLC's Motion to Compel on 2-7-18 is CONTINUED to 1:00 p.m. Mr. Lionel to prepare the Report and Recommendations, and Ms. Shanks to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 2-7-18 1:00 a.m. Defendants' Motion to Compel 2-7-18 1:00 a.m. Nanyah Vegas, LLC's Motion to Compel Defts Responses to Request for Production and Interrogatories ;</i></p>
03/07/2018	<p><b>Motion to Compel</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>COURT CALL - Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories</i></p> <p>see fax dated 1/31/18</p> <p>Withdrawn;</p>
03/07/2018	<p><b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>COURT CALL - Opposition to Motion to Compel and Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed</i></p> <p>Granted;</p>
03/07/2018	<p> <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>COURT CALL - Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories Opposition to Motion to Compel and Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed Defendants' Motion to Compel Mr. Lionel stated counsel met and conferred on 3-6-18, and Plaintiff agreed to provide meaningful answers to Interrogatories within 30 days. Mr. Simons stated extensive responses were received, and Plaintiff agreed to Withdraw the Motion to Compel. Upon agreement by counsel, COMMISSIONER RECOMMENDED, supplements due and exchanged by 4-9-18; Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories is WITHDRAWN by Mr. Simons. Colloquy re: modifying discovery deadlines. 6-25-18 Trial date. Motion for Summary Judgment on Statute of Limitations set 4-18-18. COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 6-1-18; adding parties and amended pleadings are CLOSED; initial expert disclosures DUE 4-2-18; rebuttal expert disclosures DUE 4-30-18; file dispositive motions by 6-1-18 on OST. COMMISSIONER RECOMMENDED, Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed is GRANTED; Commissioner ALLOWED Admissions served five days late DEEMED TIMELY; both sets of Admissions are DEEMED TIMELY (Rogich and Eliades); Defendants Motion to Compel is OFF CALENDAR based on additional 30 days as agreed to by counsel. Mr. Lionel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;</i></p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-13-686303-C**

03/22/2018	<b>CANCELED Status Check: Compliance</b> (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
04/18/2018	<b>Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Allf, Nancy) Granted in Part;
04/18/2018	<b>Joinder</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment</i> Matter Heard;
04/18/2018	<b>Joinder</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC's Joinder to Defendants Peter Eliades Individually and as Trustee of the Eliades Trust of 10/30/08 Eldorado Hills LLC and Teld's Joinder to Motion for Summary Judgment</i> Matter Heard;
04/18/2018	<b>Opposition and Countermotion</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief</i> Denied;
04/18/2018	 <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <i>MOTION FOR SUMMARY JUDGMENT...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S JOINDER TO MOTION FOR SUMMARY JUDGMENT...SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS LLC'S JOINDER TO DEFENDANTS PETER ELIADES INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES TRUST OF 10/30/08 ELDORADO HILLS LLC AND TELD'S JOINDER TO MOTION FOR SUMMARY JUDGMENT...OPPOSITION TO MOTION FOR SUMMARY JUDGMENT; COUNTERMOTION FOR SUMMARY JUDGMENT; AND COUNTERMOTION FOR NRCP 56(F) RELIEF</i> Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and <b>ORDERED</b> , Defendant's Motion for Summary Judgment <b>GRANTED IN PART</b> as to fraudulent conveyance and constructive trust; <b>DENIED IN PART</b> in all other respects. <b>COURT FURTHER ORDERED</b> , Plaintiff's Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56 (f) Relief <b>DENIED</b> . Mr. Lionel to prepare the order. Colloquy regarding the Court's trial calendar. Court directed parties to see if they can agree to the length of the trial, whether or not it will be a jury trial, and provide their availability for trial through the end of the year and Court will set a firm trial setting.;
04/26/2018	<b>CANCELED Status Check: Compliance</b> (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
05/17/2018	 <b>Motion to Continue Trial</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Nanyah Vegas LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time</i> Denied; Journal Entry Details: <i>Nanyah Vegas LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time</i> <b>DENIED</b> , however Court will set trial date certain, counsel to provide their availability to Court by May 25, 2018, Motions in limine set in June <b>VACATED</b> and to be <b>RESET</b> about two weeks before trial, based on availability. Colloquy regarding competing orders from last hearing. Court directed parties to send competing orders and it would sign one if it can, it not then Court will convene a telephonic so they can discuss the terms in dispute. ;
06/25/2018	<b>CANCELED Jury Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy)

# CASE SUMMARY

CASE NO. A-13-686303-C

*Vacated*

07/10/2018

**Motion to Reconsider** (3:00 AM) (Judicial Officer: Allf, Nancy)

Events: 06/04/2018 Motion to Reconsider

*Motion to Reconsider Order Partially Granting Summary Judgment*

Denied;

07/10/2018

**Motion For Reconsideration** (3:00 AM) (Judicial Officer: Allf, Nancy)

Events: 06/05/2018 Motion

*Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, LLC's Motion For Reconsideration*

Denied;

07/10/2018



**All Pending Motions** (3:00 AM) (Judicial Officer: Allf, Nancy)

Minute Order - No Hearing Held;

Journal Entry Details:

*MOTION TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S MOTION FOR RECONSIDERATION COURT FINDS after review on June 4, 2018 Nanyah Vegas, LLC ( Nanyah ) filed a Motion to Reconsider Order Partially Granting Summary Judgment ( Nanyah Motion to Reconsider ). On June 14, 2018, Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Trust, and Imitations, LLC ( Rogich Defendants ) filed an Opposition, to which Defendants Peter Eliades, the Eliades Survivor Trust of 10/30/08, Teld LLC, and Eldorado Hills, LLC ( Eliades Defendants ) joined on June 21, 2018. Nanyah filed a Reply on June 25, 2018. The matter being fully briefed, and based on the papers and pleadings on file, the matter is deemed submitted. COURT FURTHER FINDS after review on June 5, 2018 the Rogich Defendants filed Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC s Motion for Reconsideration ( Rogich Motion for Reconsideration ), to which the Eliades Defendants joined on June 14, 2018. Nanyah filed an Opposition on June 25, 2018, and the Rogich Defendants filed a Reply on July 2, 2018. The matter being fully briefed, and based on the papers and pleadings on file, the matter is deemed submitted. COURT FURTHER FINDS after review The Court may only reconsider a previous decision if the moving party introduces substantially different evidence . . . or the decision is clearly erroneous. Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd., 113 Nev. 737, 741 (1997). Further, [o]nly in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted. Moore v. City of Las Vegas, 92 Nev. 402, 405 (1976). COURT FURTHER FINDS after review in relation to the Nanyah Motion to Reconsider, the internal accounting ledger submitted does not support a ruling contrary to the Court s previous decision. COURT FURTHER FINDS after review in relation to the Rogich Motion for Reconsideration, the Court already considered the evidence submitted, including the exhibits and deposition testimony of Mr. Harlap, and thus it does not support a ruling contrary to the Court s previous decision. THEREFORE, COURT ORDERS for good cause appearing and after review, both the Nanyah Motion to Reconsider, and the Rogich Motion for Reconsideration are hereby DENIED. Movants to submit the orders in compliance with EDCR 7.21. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 7/16/2018 ;*

07/20/2018



**Minute Order** (3:00 AM) (Judicial Officer: Allf, Nancy)

*Minute Order: Motion for Leave to File Nanyah Vegas LLC's Opposition to Eliades Defendant's Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages set 7/25/2018 GRANTED and VACATED*

Minute Order - No Hearing Held; Minute Order: Motion for Leave to File Nanyah Vegas LLC's Opposition to Eliades Defendant's Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages set 7/25/2018 GRANTED and VACATED

Journal Entry Details:

*COURT FINDS after review on June 19, 2018 Plaintiff Nanyah Vegas, LLC filed a Motion for Leave to File Nanyah Vegas, LLC s Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages ( Motion ), and hearing was set for July 25, 2018 at 9:00 a.m. on Motions Calendar. COURT FURTHER FINDS after review the Certificate of Service indicates the Motion was electronically served on all parties on June 19, 2018. COURT FURTHER FINDS after review*



# CASE SUMMARY

CASE NO. A-13-686303-C

	<p><i>no oppositions to the Motion have been filed. COURT FURTHER FINDS after review EDCR 2.20(e) provides in relevant part: Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same. COURT FURTHER FINDS after review the Court regularly grants similar motions so long as the page extension is reasonable. COURT FURTHER FINDS after review the proposed pleading is 39 pages, which the Court finds reasonable for the type of motion and case. COURT ORDERS for good cause appearing and after review pursuant to EDCR 2.20(e) and the merits of the Motion, Plaintiff Nanyah Vegas, LLC s Motion for Leave to File Nanyah Vegas, LLC s Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages is GRANTED. Hearing set for July 25, 2018 at 9:00 a.m. on Motions Calendar is VACATED. Movant to submit the order in compliance with EDCR 7.21. ;</i></p>
07/25/2018	<p><b>CANCELED Motion for Leave</b> (9:00 AM) (Judicial Officer: Allf, Nancy)  <i>Vacated</i>  <i>Motion for Leave to File Nanyah Vegas LLC's Opposition to Eliades Defendant's Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages</i></p>
07/26/2018	<p><b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 06/01/2018 Motion for Summary Judgment  <i>Defendant Eldorado Hills, LLC's Motion for Summary Judgment</i>  Denied;</p>
07/26/2018	<p><b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 06/01/2018 Motion for Summary Judgment  <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment</i>  Granted;</p>
07/26/2018	<p><b>Opposition and Countermotion</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 06/19/2018 Opposition and Countermotion  <i>Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment</i>  Denied;</p>
07/26/2018	<p><b>Opposition and Countermotion</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 06/19/2018 Opposition and Countermotion  <i>Opposition to Eldorado Hills Motion for Summary Judgment and Countermotion for Summary Judgment.</i>  Denied;</p>
07/26/2018	<p><b>Motion to Strike</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 07/13/2018 Motion to Strike  <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Countermotions for Summary Judgment</i>  Denied;</p>
07/26/2018	<p><b>Motion</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Events: 07/16/2018 Motion  <i>Defendant's Motion for Expedited Hearing on Pending Motion In Limine on order Shortening Time</i>  Granted;</p>
07/26/2018	<p> <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  Matter Heard;  Journal Entry Details:    <i>DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR SUMMARY JUDGMENT...OPPOSITION TO ELIADES DEFENDANTS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY</i></p>

**CASE SUMMARY****CASE NO. A-13-686303-C**

*JUDGMENT...OPPOSITION TO ELDORADO HILLS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT...DEFENDANT'S MOTION FOR EXPEDITED HEARING ON PENDING MOTION IN LIMINE ON ORDER SHORTENING TIME...MOTION TO STRIKE COUNTERMOTION* Arguments by Mr. Liebman and Mr. Simon regarding the merits of and opposition to the Motion for Summary Judgment and the Countermotion for Summary Judgment. Court stated its findings and **ORDERED**, Defendant Eldorado Hills, LLC's Motion for Summary Judgment **DENIED**; Opposition to Eldorado Hills Motion for Summary Judgment and Countermotion for Summary Judgment **DENIED**. Arguments by Mr. Liebman and Mr. Simons regarding the merits of and opposition to the Motion for Summary Judgment and the Countermotion for Summary Judgment. **COURT ORDERED**, Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment **UNDER ADVISEMENT**; Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment **UNDER ADVISEMENT**; matter **SET** on chambers calendar for decision. Arguments by Mr. Lionel regarding expediting the hearing. **COURT ORDERED**, Defendant's Motion for Expedited Hearing on Pending Motion In Limine on order Shortening Time **GRANTED**, parties to provide availability for dates in October for a two hour hearing; Motion to Strike Countermotion **DENIED**. Court stated they will confer to set deadlines on the motions in limine. Court directed counsel to confer with Court's Judicial Executive Assistant. 8/7/2018 (CHAMBERS) **DECISION: DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO ELIADES DEFENDANTS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT ;**

08/07/2018

**Decision** (3:00 AM) (Judicial Officer: Allf, Nancy)

*DECISION: Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment and Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment* Decision Made;

Journal Entry Details:

*COURT FINDS* after review on July 26, 2018 the Court heard argument on Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment ( Motion ), as well as on Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment ( Countermotion ) and the Court took both matters under advisement. The Court set a Status Check on August 7, 2018 on Chambers Calendar to issue a decision or otherwise inform the parties of when they could expect one. **COURT FURTHER FINDS** after review based on the pleadings and papers on file, as well as arguments of counsel, the matter is deemed submitted, and **COURT ORDERS** the Motion is **GRANTED** and the Countermotion is **DENIED**. **COURT FURTHER FINDS** after review The fact that a contract or agreement contains a provision, as in the case at bar, binding the successors, heirs, and assigns of the parties hereto, is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. *S. Pac. Co. v. Butterfield*, 39 Nev. 177 (1916). **COURT FURTHER FINDS** after review An assignment cannot shift the assignor's liability to the assignee, because it is a well established rule that a party to a contract cannot relieve himself of his obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract. *S. Pac. Co. v. Butterfield*, 39 Nev. 177 (1916). **COURT FURTHER FINDS** after review on October 30, 2008 The Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado Hills via a Purchase Agreement. Section 4 of the Purchase Agreement reads in part: Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation. . . . The Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000.00 investment. **COURT FURTHER FINDS** after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08 specifically agreed to assume those obligations from The Rogich Family Irrevocable Trust. The language indicating the Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties hereto, absent any specific agreement, is not itself sufficient to impose liability on Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08. And deposition testimony to the contrary does not impose a duty that the law or contractual relations do not otherwise impose. Accordingly, these Defendants are entitled to summary judgment on the contract-related claims and remedies, as well as for Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing. **COURT**

# CASE SUMMARY

CASE NO. A-13-686303-C

*FURTHER FINDS* after review [C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort. *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15 (2015). *COURT FURTHER FINDS* after review Agents and employees of a corporation cannot conspire with their corporate principal or employer where they act in their official capacities on behalf of the corporation and not as individuals for their individual advantage. *Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 303 (1983). *COURT FURTHER FINDS* after review the intracorporate conspiracy doctrine does not apply to this case because the claim does not involve the Defendants conspiring with Eldorado Hills. *COURT FURTHER FINDS* after review Plaintiff's theory of Conspiracy is that it arises relating to the transactions whereby these defendants obtained membership interests in Eldorado subject to repayment obligations owed to Nanyah and these defendants pursuing their own individual advantages seeking to interfere with the return of Nanyah's investment in Eldorado. See *Opposition* p. 29. *COURT FURTHER FINDS* after review as discussed above, because there is no evidence these Defendants assumed the liability to repay Nanyah Vegas, LLC's investment, there is no unlawful objective necessary to support a claim for Conspiracy. Accordingly, these Defendants are entitled to summary judgment on Conspiracy. **THEREFORE COURT ORDERS** for good cause appearing and after review for the reasons discussed above Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment is **GRANTED**, and Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment is **DENIED**. Movant to prepare and submit detailed findings of fact and conclusions of law. **CLERK'S NOTE:** This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 8/8/2018;

09/27/2018 **Motion** (10:00 AM) (Judicial Officer: Allf, Nancy)

Events: 08/17/2018 Motion

*Motion for Rehearing*

## MINUTES



Motion

Filed By: Consolidated Case Party Sigmund Rogich

*Motion for Rehearing*

Under Advisement;

Decision Made;


Under Advisement;

Decision Made;

09/27/2018 **Opposition and Countermotion** (10:00 AM) (Judicial Officer: Allf, Nancy)

*Nanyah Vegas LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs*

Decision Made;

09/27/2018  **All Pending Motions** (10:00 AM) (Judicial Officer: Allf, Nancy)

## MINUTES

Matter Heard;

Journal Entry Details:

*MOTION FOR REHEARING...NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS* Arguments by Mr. Lionel and Mr. Simons regarding the merits of and opposition to the motion and countermotion. *COURT ORDERED*, Motion for Rehearing and Nanyah Vegas LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs **TAKEN UNDER ADVISEMENT** and set on chambers calendar for decision. Court stated it was its intent to deny the motion however, Court will take another look at the timeline. Further arguments by Mr. Lionel. Court stated it will review the matter and if it grants the motion to rehear then it will give parties a chance to argue. 10/9/2018 (CHAMBERS) **DECISION: MOTION FOR REHEARING; NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS;**

## SCHEDULED HEARINGS



**Decision** (10/05/2018 at 3:00 AM) (Judicial Officer: Allf, Nancy)

*DECISION: MOTION FOR REHEARING; NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND*

**CASE SUMMARY****CASE NO. A-13-686303-C****COSTS**

10/05/2018

**Decision** (3:00 AM) (Judicial Officer: Allf, Nancy)

**DECISION: MOTION FOR REHEARING; NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS**  
Minute Order - No Hearing Held;

Journal Entry Details:

*COURT FINDS* after review that on June 5, 2018 the Rogich Defendants filed Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration seeking reconsideration of the Court's May 22, 2018 Order Partially Granting Summary Judgment. *COURT FURTHER FINDS* after review that the Notice of Entry of the Court's Order Denying Motion for Reconsideration was filed on July 26, 2018. *COURT FURTHER FINDS* after review that on August 17, 2018 the Rogich Defendants filed the Motion for Rehearing seeking reconsideration of the Court's May 22, 2018 Order Partially Granting Summary Judgment and July 24, 2018 Order Denying Motion for Reconsideration. *COURT FURTHER FINDS* after review that on September 4, 2018, Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs ( Countermotion ) was filed with the Court seeking attorney's fees and costs pursuant to NRS 7.085. *COURT FURTHER FINDS* after review that the Court heard oral arguments on the Motion for Rehearing on September 27, 2018. The Court took the matter under submission and set a Status Check for October 9, 2018 on Chambers Calendar for the Court to release a Decision on the Motion for Rehearing. *COURT FURTHER FINDS* after review [t]he Court may only reconsider a previous decision if the moving party introduces substantially different evidence . . . or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741 (1997). Further, [o]nly in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted. *Moore v. City of Las Vegas*, 92 Nev. 402, 405 (1976). *COURT FURTHER FINDS* after review that the Court already considered the evidence submitted with the Motion for Rehearing, including the exhibits and deposition testimony of Mr. Harlap, and thus it does not support a ruling contrary to the Court's previous decision. *COURT FURTHER FINDS* after review that EDCR 5.512(a) states in pertinent part that a party seeking reconsideration and/or rehearing of a ruling (other than an order that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59, or 60), must file a motion for such relief within 14 calendar days after service of notice of entry of the order unless the time is shortened or enlarged by order. *COURT FURTHER FINDS* after review that EDCR 2.24(b) states in pertinent part that a party seeking reconsideration of a ruling of the court, other than any order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60, must file a motion for such relief within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order. *COURT FURTHER FINDS* after review that pursuant to both EDCR 2.24 and EDCR 5.512, the Motion for Rehearing is also untimely. **THEREFORE, COURT ORDERS** for good cause appearing and after review, that because it has failed to introduce substantially different evidence or establish that the Court's previous decision is clearly erroneous, and because the Motion for Rehearing is untimely pursuant to EDCR 2.24 and EDCR 5.512, the Rogich Defendants Motion for Rehearing is hereby **DENIED**. *COURT FURTHER ORDERS* for good cause appearing and after review that Plaintiff's Countermotion seeking an award of fees and costs pursuant to NRS 7.085 is hereby **DENIED**. **CLERK'S NOTE:** This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm;

10/10/2018

**Motion in Limine** (10:30 AM) (Judicial Officer: Allf, Nancy)

Events: 05/10/2018 Motion in Limine

*Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member*

Denied;

10/10/2018

**Motion in Limine** (10:30 AM) (Judicial Officer: Allf, Nancy)

Events: 05/10/2018 Motion in Limine

*Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC*

Denied;


10/10/2018

**Motion in Limine** (10:30 AM) (Judicial Officer: Allf, Nancy)

Events: 05/10/2018 Motion in Limine



**CASE SUMMARY****CASE NO. A-13-686303-C**

	<i>Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint</i> Granted;
10/10/2018	<b>Motion in Limine</b> (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/10/2018 Motion in Limine <i>Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials</i> Granted in Part;
10/10/2018	<b>Joinder</b> (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/21/2018 Joinder to Motion in Limine <i>Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial</i> Matter Heard;
10/10/2018	<b>Motion in Limine</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager</i> Granted;
10/10/2018	<b>Motion in Limine</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language</i> Granted;
10/10/2018	<b>Motion in Limine</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC</i> Deferred Ruling;
10/10/2018	 <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <i>NANYAH VEGAS, LLC'S MOTION IN LIMINE #1 RE: ELDORADO HILLS, LLC BOUND BY ADMISSIONS AND STATEMENTS OF ITS MANAGING MEMBER...NANYAH VEGAS, LLC'S MOTION IN LIMINE #2 RE: NRS 47.240(2) MANDATES FINDING THAT NANYAH VEGAS, LLC INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC...NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE: DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT...NANYAH VEGAS, LLC'S MOTION IN LIMINE #4 YOAV HARLAP'S PERSONAL FINANCIALS...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S JOINDER TO MOTION IN LIMINE TO LIMIT TRIAL TESTIMONY OF YOAV HARLAP AT TRIAL...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE TO PRECLUDE ANY ARGUMENT THAT ELDORADO HILLS, LLC IS BOUND BY ANY TESTIMONY OR STATEMENTS BY CARLOS HUERTA FOLLOWING HIS RESIGNATION AS AN ELDORADO HILLS, LLC MANAGER...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE TO PRECLUDE ANY ARGUMENT THAT ELDORADO HILLS, LLC IS BOUND BY ANY CONTRACTUAL RECITALS, STATEMENTS, OR LANGUAGE...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE TO PRECLUDE ANY EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC</i> Following arguments by counsel, Court stated findings and ruled as follows. As to Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member, COURT ORDERED, motion DENIED. As to Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC, COURT ORDERED, motion DENIED. As to Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint COURT ORDERED, motion GRANTED, however, to the extent that the parties obtained additional information after the answer was filed they will not be precluded from bring that forward at the time of trial. As to Nanyah Vegas, LLC's Motion in Limine #4 Yoav

# CASE SUMMARY

CASE NO. A-13-686303-C

*Harlap's Personal Financials, COURT ORDERED, motion GRANTED with regard to personal finances, there may be latitude at the time of trial based on foundation and if the door is opened. As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC, COURT ORDERED, motion DEFERRED UNTIL TIME OF TRIAL to see how the evidence comes in. As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language, COURT ORDERED, motion GRANTED, relief is that the presumption of the binding effect of the recitals is at issue As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager COURT ORDERED, motion GRANTED, scope of testimony will be relevant at the time of trial and subject to resolution by objection.;*

11/01/2018



**Calendar Call (11:00 AM)** (Judicial Officer: Allf, Nancy)

Matter Heard;

Journal Entry Details:

*Mr. Sawyer requested to continue matter and advised his sister passed away Friday night in Florida. Further, funeral was yesterday, counsel returned last night and stated the past couple of weeks have been difficult for counsel. Court stated matter can be continued if everyone consents today. Mr. Kennedy stated he has no objection to request. Mr. Simons stated he does not have authorization to consent to continuance and noted the Rule 41(e) issue. Mr. Wirthlin stated counsel is talking a 60 day continuance and no objection to firm setting. Mr. Simons stated that he has not had time to communicate with his client, can reach out to him but instructions that he has today is to move forward with trial. Further, counsel advised he will reach out to client and to get response back. Colloquy regarding telephonic conference. Court stated counsel to let parties know if there is consent if not telephonic conference will go forward. Counsel to have availability for alternate trial dates when telephonic conference is held. COURT ORDERED, matter SET for telephonic conference. Further, the Court does not have the 2.47 or bench briefs the Court requested. Mr. Simons stated parties have communicated with regards to seeing if there can be some middle ground and does not seem to have any traction. Further, parties have exchanged exhibits. Parties have agreed to file pre-trial memorandums on Monday. Matter is moving along and all parties are ready except for this little event that has occurred. 11/518 2:30 PM TELEPHONIC CONFERENCE;*

11/01/2018

**CANCELED Motion in Limine (11:00 AM)** (Judicial Officer: Allf, Nancy)

*Vacated - per Attorney or Pro Per*

*Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial*

11/05/2018



**Telephonic Conference (2:30 PM)** (Judicial Officer: Allf, Nancy)

Matter Heard;

Journal Entry Details:

*All counsel present telephonically. Colloquy regarding oral motion at last hearing to continue trial. Mr. Simons stated his client did not consent to the continuance however, he did obtain the availability of his client. COURT ORDERED, continuance GRANTED. Colloquy regarding availability. Court directed counsel to confer and let Court's Judicial Executive Assistant know by the close of business November 7, 2018.;*

11/13/2018

**CANCELED Jury Trial - FIRM (10:00 AM)** (Judicial Officer: Allf, Nancy)

*Vacated*

11/15/2018

**CANCELED Motion to Retax (9:30 AM)** (Judicial Officer: Allf, Nancy)

*Vacated - per Order*

*Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike*

12/05/2018

**CANCELED Motion for Attorney Fees and Costs (9:00 AM)** (Judicial Officer: Allf, Nancy)

*Vacated - per Order*

*Defendants Peter Eliades and Teld LLC's Motion for Attorney's Fees and Costs*

02/21/2019

**Motion for Relief (10:00 AM)** (Judicial Officer: Allf, Nancy)

*Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)*

*Denied;*


# CASE SUMMARY

CASE NO. A-13-686303-C

02/21/2019	<p><b>Opposition</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)</i>  Matter Heard;</p>
02/21/2019	<p> <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  Matter Heard;  Journal Entry Details:  <i>MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60 (B)..NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B) Arguments by Mr. Wirthlin and Mr. Simons regarding the merits of and opposition to the motion. COURT ORDERED, Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b) and Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) TAKEN UNDER ADVISEMENT for Court to revisit the pleadings and enter a decision. COURT FURTHER ORDERED, matter SET on chambers calendar. Colloquy regarding if decision affects the future upcoming hearings. Court directed counsel provide availability to Court's Judicial Executive for a special setting. Mr. Wirthlin stated the deadline to file Motions in Limine is February 25, 2019. COURT ORDERED, matters on March 6, 2019 VACATED pending special setting. 3/5/2019 (CHAMBERS)DECISION: MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B)..NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B);</i></p>
03/05/2019	<p><b>CANCELED Decision</b> (3:00 AM) (Judicial Officer: Allf, Nancy)  <i>Vacated - Duplicate Entry</i></p>
03/05/2019	<p> <b>Decision</b> (3:00 AM) (Judicial Officer: Allf, Nancy)  <i>Decision Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b) and Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)</i>  Minute Order - No Hearing Held;  Journal Entry Details:  <i>COURT FINDS after review that on February 6, 2019 the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) ( Motion for Relief ) was filed with the Court seeking relief from the October 5, 2018 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC s Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC s Countermotion for Summary Judgment ( Order ). The Matter was set for hearing on February 21, 2019 at 10:00 a.m. on Motions Calendar. COURT FURTHER FINDS after review that the Court heard oral arguments on the Motion for Relief on February 21, 2019. The Court took the matter under submission and set a Status Check for March 5, 2019 on Chambers Calendar for the Court to issue a minute order with its decision. COURT FURTHER FINDS after review that a motion made under NRCP 60 (b) shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served. COURT FURTHER FINDS after review that the Motion for Relief was timely made under NRCP 60(b). COURT FURTHER FINDS after review that NRCP 60(b), in pertinent part, permits the Court, [o]n motion and upon such terms as are just, to relieve a party from a final judgment, order or proceeding for the following reasons: (1) mistake, inadvertence, surprise or excusable neglect . COURT FURTHER FINDS after review that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Courts Order or the Court s August 8, 2018 Minute Order. THEREFORE, COURT ORDERS for good cause appearing and after review that the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) is hereby DENIED and the Status Check set for March 5, 2019 on Chambers Calendar is hereby VACATED. Plaintiff to prepare the Order in compliance with EDCR 7.21. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File &amp; Serve. /nm 3/5/2019;</i></p>
03/06/2019	<p><b>CANCELED Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Vacated</i>  <i>Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment</i></p>
03/06/2019	<p><b>CANCELED Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Allf, Nancy)</p>

# CASE SUMMARY


CASE NO. A-13-686303-C

	<p><i>Vacated</i>  <i>Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment</i></p>
03/06/2019	<p><b>CANCELED Opposition and Countermotion</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Vacated</i>  <i>Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Countermotion for NRCP 15 Relief</i></p>
03/20/2019	<p><b>Motion in Limine</b> (9:00 AM) (Judicial Officer: Allf, Nancy)  <i>Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule</i>  Denied;</p>
03/20/2019	<p><b>Motion in Limine</b> (9:00 AM) (Judicial Officer: Allf, Nancy)  <i>Nanyah Vegas LLC's Motion in Limine #6 Re: Date of Discovery</i>  Denied;</p>
03/20/2019	<p><b>Motion to Compel</b> (9:00 AM) (Judicial Officer: Allf, Nancy)  <i>Motion for Compel Production of Plaintiffs' Tax Return and for Attorney's Fees and Order Shortening Time</i>  Granted in Part;</p>
03/20/2019	<p> <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Allf, Nancy)  Matter Heard;  Journal Entry Details:  NANYAH VEGAS LLC'S MOTION IN LIMINE #5 RE: PAROLE EVIDENCE RULE...NANYAH VEGAS LLC'S MOTION IN LIMINE #6 RE: DATE OF DISCOVERY...MOTION FOR COMPEL PRODUCTION OF pLAINTIFFS' TAX RETURN AND FOR ATTORNEY'S FEES AND ORDER SHORTENING TIME Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #5. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule DENIED. Mr. Liebman to prepare the order and submit it to opposing counsel for approval. Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #6. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #6 Re :Date of Discovery DENIED. Arguments by Mr. Wirthlin and Mr. Simons regarding the Motion to Compel. COURT ORDERED, Motion for Compel Production of Plaintiffs' Tax Return and for Attorney's Fees and Order Shortening Time GRANTED IN PART as to Motion to Compel, DENIED IN PART as to Motion for Attorney's Fees; the part of the tax return showing treatment will be discoverable and the schedule L and front page of the tax return should be provided within ten days of entry of the order, if parties can agree to a protective order then it can be produced pursuant to a protective order, and if parties can not come to terms on a protective order then they may request a telephonic for the Court to resolve the matter with letters sent to Court so it can prepare for the telephonic. Court stated it is entering an order today striking the motions for summary judgment as they are past the dispositive deadline. Copy of order provided to counsel.;</p>
04/04/2019	<p><b>CANCELED Motion for Summary Judgment</b> (9:30 AM) (Judicial Officer: Allf, Nancy)  <i>Vacated</i>  <i>Motion for Leave to File Motion for Summary Judgment and Motion for Summary Judgment</i></p>
04/04/2019	<p><b>CANCELED Motion to Reconsider</b> (9:30 AM) (Judicial Officer: Bell, Linda Marie)  <i>Vacated - Duplicate Entry</i>  <i>Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time</i></p>
04/08/2019	<p><b>Motion to Reconsider</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time</i>  Denied;</p>
04/08/2019	<p><b>Motion in Limine</b> (10:00 AM) (Judicial Officer: Allf, Nancy)</p>



# CASE SUMMARY

CASE NO. A-13-686303-C

	<p><i>Defendants Motion in Limine to Preclude the Altered Eldorado Hills General Ledger and Related Testimony at Trial</i>  Denied Without Prejudice;</p>
04/08/2019	<p><b>Motion in Limine</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Defendants Motion in Limine to Preclude Plaintiff and Carlos Huerta from Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills LLC as Go Goba Inc's Consulting Fee Income o Attempt to Refinance</i>  Denied Without Prejudice;</p>
04/08/2019	<p><b>Motion</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment</i>  Denied;</p>
04/08/2019	<p><b>CANCELED Motion</b> (10:00 AM) (Judicial Officer: Bell, Linda Marie)  <i>Vacated</i>  <i>Defendant Eldorado Hills, LLC's Motion to Extend the Disposition Motion Deadline and Motion for Summary Judgment</i></p>
04/08/2019	<p><b>CANCELED Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Bell, Linda Marie)  <i>Vacated</i>  <i>Nanyah Vegas LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment</i></p>
04/08/2019	<p><b>CANCELED Motion to Reconsider</b> (10:00 AM) (Judicial Officer: Bell, Linda Marie)  <i>Vacated - Duplicate Entry</i>  <i>Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time</i></p>
04/08/2019	<p> <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  Matter Heard;  Journal Entry Details:  NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY INSTRUCTIONS BASED UPON THE COURT'S October 5, 2018, ORDER GRANTING SUMMARY JUDGMENT...DEFENDANTS MOTION IN LIMINE TO PRECLUDE PLAINTIFF AND CARLOS HUERTA FROM PRESENTING AT TRIAL ANY CONTRARY EVIDENCE AS TO MR. HUERTA'S TAKING OF \$1.42 MILLION FROM ELDORADO HILLS LLC AS GO GOBAL INC'S CONSULTING FEE INCOME O ATTEMPT TO REFINANCE...DEFENDANTS MOTION IN LIMINE TO PRECLUDE THE ALTERED ELDORADO HILLS GENERAL LEDGER AND RELATED TESTIMONY AT TRIAL...MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE ON ORDER SHORTENING TIME Arguments by Mr. Wirthlin and Mr. Simons. Mr. Liebman objected to the statements in the opposition claiming he authenticated the ledger. Further argument by Mr. Simons. COURT ORDERED, Defendants Motion in Limine to Preclude the Altered Eldorado Hills General Ledger and Related Testimony at Trial DENIED WITHOUT PREJUDICE and DEFERRED for determination at the time of trial as the authenticity is in dispute. Arguments by Mr. Wirthlin and Mr. Simons. COURT ORDERED, Defendants Motion in Limine to Preclude Plaintiff and Carlos Huerta from Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills LLC as Go Goba Inc's Consulting Fee Income o Attempt to Refinance DENIED WITHOUT PREJUDICE. Arguments by Mr. Simons, Mr. Wirthlin, and Mr. Liebman. COURT ORDERED, Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment DENIED as Court needs to hear the evidence, however Court's intention is that the jury instructions should be consistent with the October 5, 2018 order with regard to the conclusions of law. Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin. Court stated its findings and ORDERED, Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time DENIED. Mr. Wirthlin to prepare the order. Colloquy regarding whether a calendar call is set or needed. Court stated there is not a pretrial conference set at this time. Mr. Simons stated the Court's order striking the motions did not address the NRCP 15 motion to amend the pleadings to conform to the evidence established to the order. Mr. Liebman stated Mr. Simons motion was filed as a counter-motion and if Mr. Simons wants to re-file the motion then they will file an opposition, or the matter can be addressed at trial. Mr. Wirthlin agreed with statements by Mr. Liebman. Mr. Simons stated the matter was already filed and did not</p>

**CASE SUMMARY****CASE NO. A-13-686303-C**

*need to be filed again. Court stated if Mr. Simons wants to have the motion heard before trial then he will need to file an ex-parte order shortening time and make sure it is served on all the parties. Mr. Liebman inquired if a briefing schedule would be sent. Court directed parties to address at the matter on how they want to proceed at the last pre-trial conference. Colloquy regarding jury selection process. Mr. Wirthlin stated the order regarding the tax return being provided has been submitted to the Court. Court stated it will review it and sign it today.;*

04/18/2019

**Telephonic Conference (4:00 PM)** (Judicial Officer: Allf, Nancy)

Matter Heard;

Journal Entry Details:

*All counsel present telephonically. Colloquy regarding Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120. Upon inquiry of Court if Mr. Simons is certain that Mr. Rogich is the only beneficiary, Mr. Simons stated it is unclear if Mr. Rogich is the sole beneficiary due to statements in the opposition. Upon inquiry of if there has been implied notification to the beneficiaries, Mr. Simons stated he believed Mr. Rogich was the only beneficiary however, counsel for Rogich Trust would not disclose who the beneficiaries were, and any beneficiary should have been fully cognizant of the action and notice. Mr. Wirthlin stated they will provide the information pursuant to the statute. Mr. Wirthlin also requested that the trial not be continued on that issue and they will provide briefing on it. Colloquy regarding NRS 163.120 and Court's discretion. COURT ORDERED, Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120, DENIED IN PART as to the motion to continue trial, Court will take judicial notice of NRS 163.120, and on April 22, 2019 counsel can argue the legal aspect with regard to the scope of Court's discretion. Court stated any briefs need to be filed by midnight on April 21, 2019. Colloquy regarding hearing the counter-motion made by Mr. Simons at the last hearing before the trial. Court noted there was never on order shortening time presented to the Court and if both parties consent to argue the motion then they can do it in writing. Court further stated it would sign an order shortening time tomorrow if one is presented. Colloquy regarding request of judicial notice of supreme court order. Mr. Liebman and Mr. Wirthlin stated they would file oppositions to the request to take judicial notice of the supreme court order. Court directed counsel to provide an agenda of the things that will be argued and the order they will argued in before the start of trial on Monday. Colloquy regarding jury selection procedure and jury schedule.;*

04/22/2019

**Jury Trial - FIRM (10:00 AM)** (Judicial Officer: Allf, Nancy)

Off Calendar;

04/22/2019

**Motion (10:00 AM)** (Judicial Officer: Allf, Nancy)*Emergency Motion to Continue Trial*

Matter Heard;

04/22/2019

**Motion (10:00 AM)** (Judicial Officer: Allf, Nancy)*Plaintiff's Rule under NRCp 15 to Amend Complaint*

Denied;

04/22/2019

**All Pending Motions (10:00 AM)** (Judicial Officer: Allf, Nancy)


Matter Heard;

Journal Entry Details:

*JURY TRIAL...NANYAH VEGAS LLC'S EMERGENCY MOTION TO ADDRESS DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S NRS 163.120 NOTICE AND/OR MOTION TO CONTINUE TRIAL FOR PURPOSES OF NRS 163.120...PLAINTIFF'S RULE TO AMEND COMPLAINT UNDER NRCp 15 Court stated it received the order shortening time with regard to the NCRP 15 and Court is granting it so it can be argued. Arguments by Mr. Simons and Mr. Liebman in support of and opposition to Plaintiff's NCRP 15 and amending the complaint. COURT ORDERED, Plaintiff's Rule Under NRCp 15 to Amend Complaint DENIED as being untimely and the claims being abandoned. Further arguments by Mr. Simons. Arguments by Mr. Simons and Mr. Wirthlin in support of and opposition to the Emergency Motion to Continue Trial for Purposes of NRS 163.120. Court stated its findings and ORDERED, as to Emergency Motion to Continue Trial for Purposes of NRS 163.120, Trust DISMISSED. Mr. Simmons stated he would like to file an emergency motion writ the Supreme Court to take this up on a writ. Matter trailed for counsel to confer. RECALLED. Same parties present. Mr. Wirthlin stated counsel have conferred and are in agreement to suspend the trial with a few*

**CASE SUMMARY****CASE NO. A-13-686303-C**

*qualifications if the Court approves them. Colloquy regarding conditions and agreement to conditions. Upon inquiry of Court, all counsel stipulated to the suspension of the trial. Court noted there has not been a witness on the stand and it may or may not affect the five year rule. Mr. Simons stated it has been satisfied since they have commenced the trial. Matter concluded.;*

06/13/2019	<b>CANCELED Motion to Retax</b> (9:30 AM) (Judicial Officer: Cherry, Michael A.) <i>Vacated - per Stipulation and Order</i> <i>Motion to Retax and Alternatively Motion to Strike</i>
06/13/2019	<b>CANCELED Motion for Attorney Fees and Costs</b> (9:30 AM) (Judicial Officer: Cherry, Michael A.) <i>Vacated - per Stipulation and Order</i>
06/26/2019	<b>CANCELED Motion for Attorney Fees and Costs</b> (9:00 AM) (Judicial Officer: Cherry, Michael A.) <i>Vacated - per Stipulation and Order</i> <i>Defendant the Rogich Family Irrevocable Trust's Motion for Attorneys' Fees and Costs</i>
09/05/2019	<b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/10/2019 Motion for Summary Judgment <i>Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCp 50(a)</i> Granted;
09/05/2019	<b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion for Summary Judgment</i> Denied;
09/05/2019	<b>Motion to Dismiss</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)</i> Granted;
09/05/2019	 <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Allf, Nancy)  <b>MINUTES</b> Matter Heard; Journal Entry Details: <i>MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO NRCp 50(A)...DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT...DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR DISMISSAL WITH PREJUDICE UNDER RULE 41(E) Arguments by Mr. Liebman and Mr. Simons regarding the merits of and opposition to the motion. COURT ORDERED, Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCp 50(a); Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e) TAKEN UNDER ADVISEMENT. Court stated it is going to write a decision, and would like to go back to the deposition and the documents to take a second look. Court stated a decision could be expected on or about September 27, 2019. 9/24/2019 (CHAMBERS) STATUS CHECK: DECISION;</i>  <b>SCHEDULED HEARINGS</b> <b>CANCELED Status Check</b> (09/24/2019 at 3:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Status Check: Decision</i>
09/24/2019	<b>CANCELED Status Check</b> (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Status Check: Decision</i>
11/21/2019	<b>Motion for Attorney Fees</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendants Peter Eliades and Teld LLC's Motion for Attorney Fees</i>

**CASE SUMMARY****CASE NO. A-13-686303-C**

12/05/2019

**Motion for Attorney Fees and Costs (9:30 AM)** (Judicial Officer: Allf, Nancy)  
*Rogich Defendants' Renewed Motion for Attorneys' Fees and Costs*

DATE

FINANCIAL INFORMATION

**Plaintiff** Ray, Robert

Total Charges 30.00

Total Payments and Credits 30.00

**Balance Due as of 10/29/2019 0.00****Consolidated Case Party** Eliades, Peter

Total Charges 400.00

Total Payments and Credits 400.00

**Balance Due as of 10/29/2019 0.00****Consolidated Case Party** Sigmund Rogich

Total Charges 600.00

Total Payments and Credits 600.00

**Balance Due as of 10/29/2019 0.00****Consolidated Case Party** TELD, LLC

Total Charges 3.50

Total Payments and Credits 3.50

**Balance Due as of 10/29/2019 0.00****Counter Claimant** Eldorado Hills LLC

Total Charges 1,230.00

Total Payments and Credits 1,230.00

**Balance Due as of 10/29/2019 0.00****Counter Defendant** Alexander Christopher Trust

Total Charges 33.50

Total Payments and Credits 33.50

**Balance Due as of 10/29/2019 0.00****Plaintiff** Nanyah Vegas LLC

Total Charges 1,078.00

Total Payments and Credits 1,078.00

**Balance Due as of 10/29/2019 0.00****Trustee** Huerta, Carlos A

Total Charges 718.00

Total Payments and Credits 718.00

**Balance Due as of 10/29/2019 0.00****Trustee** Rogich, Sig

Total Charges 476.00

Total Payments and Credits 476.00

**Balance Due as of 10/29/2019 0.00****Trustee** Huerta, Carlos A

Appeal Bond Balance as of 10/29/2019 1,000.00

**Trustee** Huerta, Carlos A

Appeal Bond Balance as of 10/29/2019 0.00

**Trustee** Huerta, Carlos A

Appeal Bond Balance as of 10/29/2019 500.00

## CIVIL COVER SHEET A - 13 - 686303 - C

Clark County, Nevada

XXVII

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

**I. Party Information**

Plaintiff(s) (name/address/phone): Carlos Huerta, Robert Ray and Nanyah Vegas, LLC c/o Brandon B. McDonald, Esq.

Defendant(s) (name/address/phone): Sig Rogich and Eldorado Hills

Attorney (name/address/phone):

Brandon B. McDonald, Esq., 2505 Anthem Village Dr., Ste. E-474, Henderson, NV 89052, (702) 385-7411

Attorney (name/address/phone):

unknown

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

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

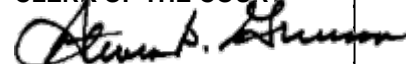
**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88   | <input type="checkbox"/> Investments (NRS 104 Art. 8)        | <input type="checkbox"/> Enhanced Case Mgmt/Business  |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90)  | <input type="checkbox"/> Trademarks (NRS 600A)               |   |

7/30/13

Date

Signature of initiating party or representative



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

DECISION

Pending before the Court are (1) Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e); (2) Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and (3) Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e). The matter came on for hearing on Motions Calendar on September 5, 2019 and following arguments of counsel, as well as the pleadings and papers on file herein, the Court took the matter under advisement. This decision follows.

**I. Eldorado Hills LLC's Motion for Dismissal Under Rule 41(e)**

On July 22, 2019, Defendant Eldorado Hills, LLC ("Eldorado") filed its Motion for Dismissal Under N.R.C.P. 41(e)(4)(B). Eldorado argues that dismissal is warranted because three years have elapsed since the remittitur was filed with the Court and that Nanyah Vegas, LLC ("Nanyah") failed to prosecute its case within the applicable limitations. This Court agrees.

///

RECEIVED

OCT - 4 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

### Applicable Standard

N.R.C.P. 41(e)(4)(B), in pertinent part, provides that “[i]f a party appeals a judgment and the judgment is reversed on appeal and remanded for a new trial, the court **must dismiss** the action for want of prosecution if a plaintiff fails to bring the action to trial within 3 years after the remittitur was filed in the trial court (emphasis added).” In order to avoid dismissal, the parties may stipulate, in writing, to extend the time in which to prosecute the action. *See*, N.R.C.P. 41(e)(5).

### Discussion

The Complaint in the instant action was filed on July 31, 2013. On July 25, 2014, Eldorado filed a Motion for Partial Summary Judgment seeking to dismiss the unjust enrichment claim, which this Court granted. Nanyah appealed this Court’s dismissal to the Nevada Supreme Court. The Nevada Supreme Court issued an Order of Reversal and Remand, finding that there was a question of fact with respect to Nanyah’s unjust enrichment claim. On April 29, 2016, the Nevada Supreme Court’s remittitur was filed with this Court, thus, triggering the limitations imposed under N.R.C.P. 41(e)(4)(B). Given this remittitur, Nanyah must have brought the action to trial by April 29, 2019, or otherwise stipulated to extend for purposes of N.R.C.P. 41(e).

**The instant case was not brought to trial within the time limits of Rule 41(e); moreover, the parties did not agree to stipulate the proceedings for purposes of N.R.C.P 41(e).**

The Nevada Supreme Court has held that the swearing of a witness who gives testimony is sufficient to commence trial and thus toll the limitations period specified in N.R.C.P. 41(e). *See Lipitt v. State*, 103 Nev. 412, 413 (1987). Alternatively, examining a juror satisfies the limitations in N.R.C.P. 41(e) and avoids dismissal. *See Smith v. Timm*, 96 Nev. 197, 200 (1980).

1 In *Prostack v. Lowden*, the Nevada Supreme Court interpreted N.R.C.P. 41(e) in the  
2 context of the 5-year rule embedded therein and held that “an oral stipulation, entered into in  
3 open court, approved by the judge, and spread upon the minutes, is the equivalent of a written  
4 stipulation for the purposes of this rule.” 96 Nev. 230, 231 (1980). However, the *Prostack* Court  
5 also held that a stipulation that is silent as to the 5-year rule is not sufficient to satisfy N.R.C.P.  
6 41(e)’s written-stipulation requirement. *Id.* at 231. The *Prostack* Court further held that “words  
7 and conduct, short of a written stipulation, cannot estop a defendant from asserting the  
8 mandatory dismissal rule.” *Id.* (quoting *Thran v. District Court*, 79 Nev. 176, 181 (1963)).  
9

10 Here, in order to avoid mandatory dismissal, Nanyah must have either (1) called a  
11 witness; (2) examined a juror; or (3) stipulated to extend trial expressly for purposes of  
12 N.R.C.P. 41(e). None of the three scenarios occurred because the jury trial was halted before  
13 *voir dire* even began. First, not a single witness was called nor has a single juror been examined.  
14 As such, this Court finds that trial has not begun for purposes of surviving a N.R.C.P. 41(e)  
15 dismissal. Second, the April 22, 2019 oral stipulation that was made on the Court’s record was  
16 silent as to N.R.C.P. 41(e)(4)(B)’s 3-year rule. Moreover, the Stipulation and Order Suspending  
17 Jury Trial filed on May 16, 2019 with this Court was also silent as to N.R.C.P. 41(e)(4)(B)’s 3-  
18 year rule. Rather, the jury trial was suspended to allow Nanyah to file an emergency writ with  
19 the Supreme Court with respect to this Court’s Order dated April 30, 2019.<sup>1</sup> Therefore,  
20 under *Prostack*, this Court finds that the stipulations that were made were not sufficient to  
21 satisfy the rule’s express written-stipulation requirement.  
22

23 Accordingly, mandatory dismissal is warranted under N.R.C.P. 41(e)(4)(B).  
24

25 ///

26 ///

27  
28  

---

1 In its Order, the Court dismissed the Rogich Trust defendants with prejudice.



1                   **II.     Eldorado Hills, LLC's Motion for Summary Judgment**

2                   In addition to its Motion to Dismiss discussed *supra*, Eldorado filed a Motion for  
3                   Summary Judgment on May 22, 2019.<sup>2</sup> Eldorado argues that Nanyah's only remaining claim  
4                   against it for unjust enrichment should be dismissed because Nanyah once had an adequate  
5                   remedy at law against the Rogich Trust. This Court disagrees.  
6

7                                   **Applicable Standard**

8                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
9                   that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
10                  a matter of law. *See*, N.R.C.P. 56 et seq. When deciding a summary judgment motion, this  
11                  Court views the evidence in a light most favorable to the nonmoving party. *Id.*  
12

13                                  **Discussion**

14                  "Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the  
15                  defendant appreciates such benefit, and there is acceptance and retention by the defendant of  
16                  such benefit under circumstances such that it would be inequitable for him to retain the benefit  
17                  without payment of the value thereof." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev.  
18                  371, 381 (2012). "An action based on a theory of unjust enrichment is not available when there  
19                  is an express, written contract, because no agreement can be implied when there is an express  
20                  agreement." *Leasepartners Corp. v. Robert L. Brooks Trust Dated November 12, 1975*, 113  
21                  Nev. 747, 755 (1997).  
22

23                  Here, it is undisputed that Nanyah wired Eldorado \$1,500,000 as memorialized in the  
24                  October 30, 2008 Membership Interest Purchase Agreement (the "MIPA"). In this MIPA, the  
25                  Rogich Trust agreed to solely assume the obligation to pay Nanyah's debt. However, this Court  
26

27  
28                  

---

<sup>2</sup> In light of this Court's ruling on Eldorado's Motion for Dismissal Pursuant to N.R.C.P. 41(e), Eldorado's Motion  
for Summary Judgment is moot. Nevertheless, this Court will analyze the motion on the merits.

1 dismissed the Rogich Trust because Nanyah's written demand for a list of beneficiaries was  
2 untimely under N.R.S. 163.120 as such notification would not permit interested beneficiaries of  
3 the trust an opportunity to intervene in this action pursuant to N.R.S. 12.130(1). Given this  
4 dismissal, Nanyah does not currently have an adequate remedy at law in which to pursue. Thus,  
5 in light of this Court's decision, unjust enrichment is appropriate as an alternative equitable  
6 basis.

8         The Court disagrees with Eldorado's argument that Nanyah once *had* an adequate  
9 remedy at law, which bars it from pursuing a claim against it for unjust enrichment. The case  
10 law in Nevada is consistent in holding that recovery based on unjust enrichment is unavailable  
11 if the party *has* an adequate remedy at law. Thus, the test is not past tense—as Eldorado  
12 suggests—but rather present perfect tense.

14         Viewing facts in light most favorable to Nanyah, questions of fact exist as to whether the  
15 *Certified Fire Prot. Inc.* test is met. First, Nanyah has established, for purposes of surviving  
16 summary judgment, that Eldorado received a benefit from the \$1,500,000 investment in made in  
17 Eldorado. Second, Nanyah has shown that Eldorado accepted the funds and that it had a  
18 reasonable expectation of payment. And, Nanyah has demonstrated that it would be inequitable  
19 for Eldorado to retain Nanyah's investment without payment.

21         For these reasons, summary judgment on Nanyah's unjust enrichment claim is  
22 premature.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1                   **III.    Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary**  
2                   **Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to**  
3                   **NRCP 50(e)**

4                   On May 10, 2019, Defendants Sigmund Rogich and Imitations, LLC filed their Motion  
5                   for Summary Judgment, or alternatively, for judgment as a matter of law pursuant to N.R.C.P.  
6                   50(a) with the Court seeking dismissal of (1) the breach of contract claim against Mr. Rogich,  
7                   individually; (2) the breach of implied covenant of good faith and fair dealing claim against Mr.  
8                   Rogich, individually; and (3) the conspiracy claim against Mr. Rogich, individually, and  
9                   Imitations, LLC. This Court agrees with Defendants Sigmund Rogich and Imitations, LLC that  
10                  summary judgment is warranted.

12   **Applicable Standard**

13                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
14                   that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
15                   a matter of law. *See*, N.R.C.P. 56.

17   **Discussion**

18                   **A. Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair**  
19                   **Dealing**

20                   The elements necessary for breach of contract are as follows: (1) formation of a valid  
21                   contract; (2) performance or excuse of performance by the plaintiff; (3) material breach by the  
22                   defendant; and (4) damages. *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 134 (1987). In  
23                   Nevada, an implied covenant of good faith and fair dealing exists in every contract. *A.C. Shaw*  
24                   *Const., Inc. v. Washoe County*, 105 Nev. 913, 915 (1989). When a party seeks only contractual  
25                   damages, that party must show that the breaching party acted in bad faith. *Nelson v. Heer*, 123  
26                   Nev. 217, 226 (2007) ("It is well established that all contracts impose upon the parties an  
27

1 implied covenant of good faith and fair dealing, which prohibits arbitrary or unfair acts by one  
2 party that work to the disadvantage of the other.”

3  
4 Here, no contractual relationship between Mr. Rogich—**individually**—and Nanyah  
5 exists. While Mr. Rogich was the Trustee of the Rogich Trust, “a trustee is **not personally**  
6 **liable** on a contract properly entered into in the capacity of representative in the course of  
7 administration of the trust unless the trustee fails to reveal the representative capacity or identify  
8 the trust in the contract.” *See*, NRS 163.120. One of the fundamental elements of a breach of  
9 contract claim is for a valid contract—oral or otherwise—to exist.

10  
11 In its opposition, Nanyah argues that there are questions of fact related to whether Mr.  
12 Rogich is personally liable under the alter ego doctrine. “A party who wishes to assert an alter  
13 ego claim must do so in an **independent action** against the alleged alter ego with the requisite  
14 notice, service of process, and other attributes of due process (emphasis added).” *Callie v.*  
15 *Bowling*, 123 Nev. 181, 185 (2007). Nanyah has not alleged alter ego as a separate independent  
16 action against Mr. Rogich. Thus, its assertion that there are questions as fact under the alter ego  
17 doctrine is without merit.<sup>3</sup>

18  
19 Similarly, Nanyah argues that there are questions of fact as to the existence of a “special  
20 relationship” between Nanyah and Mr. Rogich, individually. This Court disagrees. First, the  
21 special relationship requirement is for tortious conduct, which are only available “in rare and  
22 exceptional cases when there is a special relationship between the victim and tortfeasor,” or  
23 where one party holds “‘vastly superior bargaining power’ ” over another. *See K Mart Corp. v.*  
24 *Ponsock*, 103 Nev. 39, 49 (1987). The relationships between the parties here are memorialized  
25 in contractual agreements. Specifically, this dispute arises out of an investment by Nanyah in  
26

27  
28 <sup>3</sup> Further, this Court cannot grant Nanyah leave to amend if it so seeks it at this juncture because the applicable  
statute of limitations bars alter ego claims.

1 Eldorado Hills. Eldorado Hills owned 161 acres of real property in Boulder City that was  
2 intended to be developed into commercial mixed-use facilities. Nanyah invested in Eldorado  
3 \$1,500,000. Agreements in October, 2008 affirm that the Rogich Trust solely owed Nanyah its  
4 \$1,500,000 investment. The Court does not find that any party had “superior bargaining  
5 powers” over another. Thus, the relationship is not a special relationship that gives rise to  
6 recovery of tort damages; rather, it is a contractual relationship. *See Nelson v. Heer*, 123 Nev.  
7 217, 226 (2007).  
8

9 Accordingly, because there is no contract between Nanyah and Mr. Rogich individually,  
10 the Court finds that summary judgment is appropriate on Nanyah’s causes of actions for breach  
11 of contract and breach of the implied covenant of good faith and fair dealing against Mr.  
12 Rogich.  
13

#### 14 **B. Civil Conspiracy**

15 An actionable civil conspiracy “consists of a combination of two or more persons who,  
16 by some concerted action, **intend to accomplish an unlawful objective** for the purpose of  
17 harming another, and damage results from the act or acts.” *Consol. Generator-Nevada, Inc. v.*  
18 *Cummins Engine Co.*, 114 Nev. 1304, 1311 (1998).  
19

20 Here, Nanyah’s conspiracy claims are primarily premised on agreements in which the  
21 Rogich Trust agreed to indemnify Nanyah. Imitations, LLC was not a party to any of these  
22 agreements. Nevertheless, the Court does not find that there was intent to pursue an unlawful  
23 objective based on (1) Mr. Rogich’s declaration; and (2) the agreements at issue. While Nanyah  
24 cites to Mr. Rogich’s deposition as evidence of his unlawful intent, the testimony does not  
25 expressly state that he intended to accomplish an *unlawful* object for the purpose of harming  
26 Nanyah. Similarly, there is no evidence in the record that Defendant Imitations, LLC neither  
27 intended to accomplish an unlawful objective nor was Defendant Imitations, LLC even a party  
28

1 to the agreements at issue. Finally, there are not facts in dispute of an illegal agreement amongst  
2 the parties. Without the necessary intent requirement under *Consol. Generator-Nevada, Inc.*,  
3 Nanyah's conspiracy claims cannot succeed.  
4

5 As such, summary judgment is appropriate on the civil conspiracy cause of action.

6 **ORDER**

7 Accordingly, **COURT ORDERS** for good cause appearing and after review that the  
8 Motion Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule  
9 41(e) is hereby **GRANTED**.

10 **COURT FURTHER ORDERS** for good cause appearing and after review that  
11 Defendant Eldorado Hills, LLC's Motion for Summary Judgment on the unjust enrichment  
12 claim is hereby **DENIED**.  
13

14 **COURT FURTHER ORDERS** for good cause appearing and after review that  
15 Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or  
16 Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e) is hereby **GRANTED**.  
17

18 DATED this 30 day of September, 2019.  
19

20 Nancy L Allf  
21 NANCY ALLF  
22 DISTRICT COURT JUDGE  
23  
24  
25  
26  
27  
28

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**NOTICE OF ENTRY OF DECISION AND ORDER**

PLEASE TAKE NOTICE that a Decision and Order was entered in this action on or about October 1, 2019, a true and correct copy of which is attached hereto.

DATED October 1, 2019

*Nancy L Allf*

NANCY L. ALLF  
DISTRICT COURT JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of the foregoing was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.

*Karen Lawrence*

Karen Lawrence  
Judicial Executive Assistant

RECEIVED

OCT - 4 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \* \*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**DECISION**

Pending before the Court are (1) Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e); (2) Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and (3) Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e). The matter came on for hearing on Motions Calendar on September 5, 2019 and following arguments of counsel, as well as the pleadings and papers on file herein, the Court took the matter under advisement. This decision follows.

**I. Eldorado Hills LLC's Motion for Dismissal Under Rule 41(e)**

On July 22, 2019, Defendant Eldorado Hills, LLC ("Eldorado") filed its Motion for Dismissal Under N.R.C.P 41(e)(4)(B). Eldorado argues that dismissal is warranted because three years have elapsed since the remittitur was filed with the Court and that Nanyah Vegas, LLC ("Nanyah") failed to prosecute its case within the applicable limitations. This Court agrees.

///

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

### Applicable Standard

N.R.C.P. 41(e)(4)(B), in pertinent part, provides that “[i]f a party appeals a judgment and the judgment is reversed on appeal and remanded for a new trial, the court must dismiss the action for want of prosecution if a plaintiff fails to bring the action to trial within 3 years after the remittitur was filed in the trial court (emphasis added).” In order to avoid dismissal, the parties may stipulate, in writing, to extend the time in which to prosecute the action. *See*, N.R.C.P. 41(e)(5).

### Discussion

The Complaint in the instant action was filed on July 31, 2013. On July 25, 2014, Eldorado filed a Motion for Partial Summary Judgment seeking to dismiss the unjust enrichment claim, which this Court granted. Nanyah appealed this Court’s dismissal to the Nevada Supreme Court. The Nevada Supreme Court issued an Order of Reversal and Remand, finding that there was a question of fact with respect to Nanyah’s unjust enrichment claim. On April 29, 2016, the Nevada Supreme Court’s remittitur was filed with this Court, thus, triggering the limitations imposed under N.R.C.P. 41(e)(4)(B). Given this remittitur, Nanyah must have brought the action to trial by April 29, 2019, or otherwise stipulated to extend for purposes of N.R.C.P. 41(e).

**The instant case was not brought to trial within the time limits of Rule 41(e); moreover, the parties did not agree to stipulate the proceedings for purposes of N.R.C.P 41(e).**

The Nevada Supreme Court has held that the swearing of a witness who gives testimony is sufficient to commence trial and thus toll the limitations period specified in N.R.C.P. 41(e). *See Lipitt v. State*, 103 Nev. 412, 413 (1987). Alternatively, examining a juror satisfies the limitations in N.R.C.P. 41(e) and avoids dismissal. *See Smith v. Timm*, 96 Nev. 197, 200 (1980).

1 In *Prostack v. Lowden*, the Nevada Supreme Court interpreted N.R.C.P. 41(e) in the  
2 context of the 5-year rule embedded therein and held that "an oral stipulation, entered into in  
3 open court, approved by the judge, and spread upon the minutes, is the equivalent of a written  
4 stipulation for the purposes of this rule." 96 Nev. 230, 231 (1980). However, the *Prostack* Court  
5 also held that a stipulation that is silent as to the 5-year rule is not sufficient to satisfy N.R.C.P.  
6 41(e)'s written-stipulation requirement. *Id.* at 231. The *Prostack* Court further held that "words  
7 and conduct, short of a written stipulation, cannot estop a defendant from asserting the  
8 mandatory dismissal rule." *Id.* (quoting *Thran v. District Court*, 79 Nev. 176, 181 (1963)).

10 Here, in order to avoid mandatory dismissal, Nanyah must have either (1) called a  
11 witness; (2) examined a juror; or (3) stipulated to extend trial expressly for purposes of  
12 N.R.C.P. 41(e). None of the three scenarios occurred because the jury trial was halted before  
13 *voir dire* even began. First, not a single witness was called nor has a single juror been examined.  
14 As such, this Court finds that trial has not begun for purposes of surviving a N.R.C.P. 41(e)  
15 dismissal. Second, the April 22, 2019 oral stipulation that was made on the Court's record was  
16 silent as to N.R.C.P. 41(e)(4)(B)'s 3-year rule. Moreover, the Stipulation and Order Suspending  
17 Jury Trial filed on May 16, 2019 with this Court was also silent as to N.R.C.P. 41(e)(4)(B)'s 3-  
18 year rule. Rather, the jury trial was suspended to allow Nanyah to file an emergency writ with  
19 the Supreme Court with respect to this Court's Order dated April 30, 2019.<sup>1</sup> Therefore,  
20 under *Prostack*, this Court finds that the stipulations that were made were not sufficient to  
21 satisfy the rule's express written-stipulation requirement.

22 Accordingly, mandatory dismissal is warranted under N.R.C.P. 41(e)(4)(B).

23 ///

24 ///

25  
26  
27  
28 <sup>1</sup> In its Order, the Court dismissed the Rogich Trust defendants with prejudice.

1                   **II.     Eldorado Hills, LLC's Motion for Summary Judgment**

2                   In addition to its Motion to Dismiss discussed *supra*, Eldorado filed a Motion for  
3                   Summary Judgment on May 22, 2019.<sup>2</sup> Eldorado argues that Nanyah's only remaining claim  
4                   against it for unjust enrichment should be dismissed because Nanyah once had an adequate  
5                   remedy at law against the Rogich Trust. This Court disagrees.  
6

7                                   **Applicable Standard**

8                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
9                   that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
10                  a matter of law. *See*, N.R.C.P. 56 et seq. When deciding a summary judgment motion, this  
11                  Court views the evidence in a light most favorable to the nonmoving party. *Id.*  
12

13                                  **Discussion**

14                  "Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the  
15                  defendant appreciates such benefit, and there is acceptance and retention by the defendant of  
16                  such benefit under circumstances such that it would be inequitable for him to retain the benefit  
17                  without payment of the value thereof." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev.  
18                  371, 381 (2012). "An action based on a theory of unjust enrichment is not available when there  
19                  is an express, written contract, because no agreement can be implied when there is an express  
20                  agreement." *Leasepartners Corp. v. Robert L. Brooks Trust Dated November 12, 1975*, 113  
21                  Nev. 747, 755 (1997).  
22

23                  Here, it is undisputed that Nanyah wired Eldorado \$1,500,000 as memorialized in the  
24                  October 30, 2008 Membership Interest Purchase Agreement (the "MIPA"). In this MIPA, the  
25                  Rogich Trust agreed to solely assume the obligation to pay Nanyah's debt. However, this Court  
26

27  
28                  

---

<sup>2</sup> In light of this Court's ruling on Eldorado's Motion for Dismissal Pursuant to N.R.C.P. 41(e), Eldorado's Motion  
for Summary Judgment is moot. Nevertheless, this Court will analyze the motion on the merits.

1 dismissed the Rogich Trust because Nanyah's written demand for a list of beneficiaries was  
2 untimely under N.R.S. 163.120 as such notification would not permit interested beneficiaries of  
3 the trust an opportunity to intervene in this action pursuant to N.R.S. 12.130(1). Given this  
4 dismissal, Nanyah does not currently have an adequate remedy at law in which to pursue. Thus,  
5 in light of this Court's decision, unjust enrichment is appropriate as an alternative equitable  
6 basis.  
7

8         The Court disagrees with Eldorado's argument that Nanyah once *had* an adequate  
9 remedy at law, which bars it from pursuing a claim against it for unjust enrichment. The case  
10 law in Nevada is consistent in holding that recovery based on unjust enrichment is unavailable  
11 if the party *has* an adequate remedy at law. Thus, the test is not past tense—as Eldorado  
12 suggests—but rather present perfect tense.  
13

14         Viewing facts in light most favorable to Nanyah, questions of fact exist as to whether the  
15 *Certified Fire Prot. Inc.* test is met. First, Nanyah has established, for purposes of surviving  
16 summary judgment, that Eldorado received a benefit from the \$1,500,000 investment in made in  
17 Eldorado. Second, Nanyah has shown that Eldorado accepted the funds and that it had a  
18 reasonable expectation of payment. And, Nanyah has demonstrated that it would be inequitable  
19 for Eldorado to retain Nanyah's investment without payment.  
20

21         For these reasons, summary judgment on Nanyah's unjust enrichment claim is  
22 premature.  
23

24 ///

25 ///

26 ///

27 ///

28 ///

1                   **III.    Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary**  
2                   **Judgment, or Alternatively for Judgment as a Matter of Law Pursuant to**  
3                   **NRCP 50(e)**

4                   On May 10, 2019, Defendants Sigmund Rogich and Imitations, LLC filed their Motion  
5 for Summary Judgment, or alternatively, for judgment as a matter of law pursuant to N.R.C.P.  
6 50(a) with the Court seeking dismissal of (1) the breach of contract claim against Mr. Rogich,  
7 individually; (2) the breach of implied covenant of good faith and fair dealing claim against Mr.  
8 Rogich, individually; and (3) the conspiracy claim against Mr. Rogich, individually, and  
9 Imitations, LLC. This Court agrees with Defendants Sigmund Rogich and Imitations, LLC that  
10 summary judgment is warranted.

11  
12                                   **Applicable Standard**

13                   Summary judgment is proper if the pleadings and all other evidence on file demonstrate  
14 that no genuine issue of material fact exists and that the moving party is entitled to judgment as  
15 a matter of law. *See*, N.R.C.P. 56.

16  
17                                   **Discussion**

18                   **A. Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair**  
19                   **Dealing**

20                   The elements necessary for breach of contract are as follows: (1) formation of a valid  
21 contract; (2) performance or excuse of performance by the plaintiff; (3) material breach by the  
22 defendant; and (4) damages. *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 134 (1987). In  
23 Nevada, an implied covenant of good faith and fair dealing exists in every contract. *A.C. Shaw*  
24 *Const., Inc. v. Washoe County*, 105 Nev. 913, 915 (1989). When a party seeks only contractual  
25 damages, that party must show that the breaching party acted in bad faith. *Nelson v. Heer*, 123  
26 Nev. 217, 226 (2007) ("It is well established that all contracts impose upon the parties an  
27

1 implied covenant of good faith and fair dealing, which prohibits arbitrary or unfair acts by one  
2 party that work to the disadvantage of the other.”

3  
4 Here, no contractual relationship between Mr. Rogich—**individually**—and Nanyah  
5 exists. While Mr. Rogich was the Trustee of the Rogich Trust, “a trustee is **not personally**  
6 **liable** on a contract properly entered into in the capacity of representative in the course of  
7 administration of the trust unless the trustee fails to reveal the representative capacity or identify  
8 the trust in the contract.” *See*, NRS 163.120. One of the fundamental elements of a breach of  
9 contract claim is for a valid contract—oral or otherwise—to exist.

10  
11 In its opposition, Nanyah argues that there are questions of fact related to whether Mr.  
12 Rogich is personally liable under the alter ego doctrine. “A party who wishes to assert an alter  
13 ego claim must do so in an **independent action** against the alleged alter ego with the requisite  
14 notice, service of process, and other attributes of due process (emphasis added).” *Callie v.*  
15 *Bowling*, 123 Nev. 181, 185 (2007). Nanyah has not alleged alter ego as a separate independent  
16 action against Mr. Rogich. Thus, its assertion that there are questions as fact under the alter ego  
17 doctrine is without merit.<sup>3</sup>

18  
19 Similarly, Nanyah argues that there are questions of fact as to the existence of a “special  
20 relationship” between Nanyah and Mr. Rogich, individually. This Court disagrees. First, the  
21 special relationship requirement is for tortious conduct, which are only available “in rare and  
22 exceptional cases when there is a special relationship between the victim and tortfeasor,” or  
23 where one party holds “‘vastly superior bargaining power’ ” over another. *See K Mart Corp. v.*  
24 *Ponsock*, 103 Nev. 39, 49 (1987). The relationships between the parties here are memorialized  
25 in contractual agreements. Specifically, this dispute arises out of an investment by Nanyah in  
26

27  
28 <sup>3</sup> Further, this Court cannot grant Nanyah leave to amend if it so seeks it at this juncture because the applicable  
statute of limitations bars alter ego claims.

1 Eldorado Hills. Eldorado Hills owned 161 acres of real property in Boulder City that was  
2 intended to be developed into commercial mixed-use facilities. Nanyah invested in Eldorado  
3 \$1,500,000. Agreements in October, 2008 affirm that the Rogich Trust solely owed Nanyah its  
4 \$1,500,000 investment. The Court does not find that any party had "superior bargaining  
5 powers" over another. Thus, the relationship is not a special relationship that gives rise to  
6 recovery of tort damages; rather, it is a contractual relationship. *See Nelson v. Heer*, 123 Nev.  
7 217, 226 (2007).  
8

9 Accordingly, because there is no contract between Nanyah and Mr. Rogich individually,  
10 the Court finds that summary judgment is appropriate on Nanyah's causes of actions for breach  
11 of contract and breach of the implied covenant of good faith and fair dealing against Mr.  
12 Rogich.  
13

#### 14 **B. Civil Conspiracy**

15 An actionable civil conspiracy "consists of a combination of two or more persons who,  
16 by some concerted action, **intend to accomplish an unlawful objective** for the purpose of  
17 harming another, and damage results from the act or acts." *Consol. Generator-Nevada, Inc. v.*  
18 *Cummins Engine Co.*, 114 Nev. 1304, 1311 (1998).  
19

20 Here, Nanyah's conspiracy claims are primarily premised on agreements in which the  
21 Rogich Trust agreed to indemnify Nanyah. Imitations, LLC was not a party to any of these  
22 agreements. Nevertheless, the Court does not find that there was intent to pursue an unlawful  
23 objective based on (1) Mr. Rogich's declaration; and (2) the agreements at issue. While Nanyah  
24 cites to Mr. Rogich's deposition as evidence of his unlawful intent, the testimony does not  
25 expressly state that he intended to accomplish an *unlawful* object for the purpose of harming  
26 Nanyah. Similarly, there is no evidence in the record that Defendant Imitations, LLC neither  
27 intended to accomplish an unlawful objective nor was Defendant Imitations, LLC even a party  
28

1 to the agreements at issue. Finally, there are not facts in dispute of an illegal agreement amongst  
2 the parties. Without the necessary intent requirement under *Consol. Generator-Nevada, Inc.*,  
3 Nanyah's conspiracy claims cannot succeed.  
4

5 As such, summary judgment is appropriate on the civil conspiracy cause of action.

6 **ORDER**

7 Accordingly, **COURT ORDERS** for good cause appearing and after review that the  
8 Motion Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule  
9 41(e) is hereby **GRANTED**.

10 **COURT FURTHER ORDERS** for good cause appearing and after review that  
11 Defendant Eldorado Hills, LLC's Motion for Summary Judgment on the unjust enrichment  
12 claim is hereby **DENIED**.  
13

14 **COURT FURTHER ORDERS** for good cause appearing and after review that  
15 Defendants Sigmund Rogich and Imitations, LLC's Motion for Summary Judgment, or  
16 Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(e) is hereby **GRANTED**.  
17

18 DATED this 30 day of September, 2019.  
19

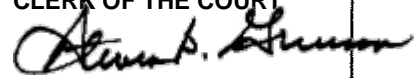
20 Nancy L Allf  
21 NANCY ALLF  
22 DISTRICT COURT JUDGE  
23  
24  
25  
26  
27  
28

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII





**ORDR (CIV)**

MARK G. SIMONS, ESQ.

Nevada Bar No. 5132

[MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)

SIMONS HALL JOHNSTON PC

6490 S. McCarran Blvd., Ste. F-46

Reno, Nevada 89509

Telephone: (775) 785-0088

Facsimile: (775) 785-0087

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

**ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR NRCP 15 RELIEF**

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1 Nanyah Vegas, LLC's ("Nanyah") Motion for NRCP 15 Relief (the "Motion to  
2 Amend") came before the Court on April 22, 2019.

### 3 APPEARANCES

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Dennis Kennedy, Esq. and  
6 Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- 7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family  
8 Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the  
9 "Rogich Defendants"): Samuel Lionel, Esq., Thomas Fell, Esq., and  
10 Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 11 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

### 12 ORDER

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
14 pleadings on file, and having considered the same, and for the reasons stated upon the  
15 record, DENIES the Motion to Amend for the following reason.

- 16 ➤ Nanyah moved the Court to amend its pleading to assert an implied-in-fact contract  
17 against Eldorado Hills. In Case No. A-13-686303-C, Nanyah pled an implied-in-  
18 fact contract claim against Eldorado Hills in its original Complaint. However, on  
19 October 21, 2013, Nanyah filed a First Amended Complaint and voluntarily omitted  
20 its implied-in-fact contract claim against Eldorado Hills. Thus, the Court finds that  
21 Nanyah voluntarily abandoned its implied-in-fact contract claim against Eldorado  
22 Hills.
- 23 ➤ The Court also finds that the Motion to Amend is untimely.

24 ///

25 ///

26 ///

27 ///

28 ///


1 > Finally, the Court finds that it would be unfair and prejudicial to require Eldorado  
2 Hills to be prepared to defend against an implied-in-fact contract claim that was  
3 abandoned in 2013 and was not reasserted until immediately before trial.  
4

5 DATED this 20 day of May, 2019.  
6

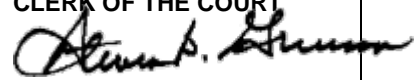
7 Nancy J. Alf  
8 DISTRICT COURT JUDGE

9 Submitted by:

10 **SIMONS HALL JOHNSTON PC**

11 By:   
12 Mark Simons, Esq.  
13 6490 South McCarran Blvd., #F-46  
14 Reno, NV 89509  
15 Attorneys for Plaintiff Nanyah Vegas, LLC  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
[bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as  
Trustee of the Rogich Family Irrevocable Trust and  
Imitations, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_ /

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_ /

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 29<sup>th</sup> day of May, 2019, an **ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR NRCP 15 RELIEF** was entered in the above case. A copy is attached hereto.

DATED June 24, 2019.

**FENNEMORE CRAIG, P.C.**

/s/ Brenoch Wirthlin, Esq.

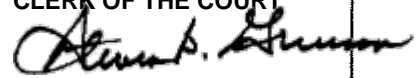
By Brenoch Wirthlin, Esq. (Bar No. 10282)  
1400 Bank of America Plaza  
300 South Fourth St. 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
*Attorneys for Plaintiffs*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Mark Simons, Esq.  
**SIMONS HALL JOHNSTON PC**  
 6490 South McCarran Blvd., #F-46  
 Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah Vegas, LLC*

Dennis Kennedy  
Joseph Liebman  
**BAILEY ❖ KENNEDY**  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades,  
Teld, LLC and Eldorado Hills, LLC*  
Michael Cristalli  
Janiece S. Marshall  
**GENTILE CRISTALLI MILLER  
ARMENTI SAVARESE**  
410 S. Rampart Blvd., Suite 420  
Las Vegas, NV 89145

/s/ Morganne Westover  
An employee of **Fennemore Craig, P.C.**



**ORDR (CIV)**

MARK G. SIMONS, ESQ.

Nevada Bar No. 5132

[MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)

SIMONS HALL JOHNSTON PC

6490 S. McCarran Blvd., Ste. F-46

Reno, Nevada 89509

Telephone: (775) 785-0088

Facsimile: (775) 785-0087

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**  
**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR NRCP 15 RELIEF**

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1 Nanyah Vegas, LLC's ("Nanyah") Motion for NRCP 15 Relief (the "Motion to  
2 Amend") came before the Court on April 22, 2019.

### 3 APPEARANCES

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Dennis Kennedy, Esq. and  
6 Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- 7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family  
8 Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the  
9 "Rogich Defendants"): Samuel Lionel, Esq., Thomas Fell, Esq., and  
10 Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 11 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

### 12 ORDER

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
14 pleadings on file, and having considered the same, and for the reasons stated upon the  
15 record, DENIES the Motion to Amend for the following reason.

- 16 ➤ Nanyah moved the Court to amend its pleading to assert an implied-in-fact contract  
17 against Eldorado Hills. In Case No. A-13-686303-C, Nanyah pled an implied-in-  
18 fact contract claim against Eldorado Hills in its original Complaint. However, on  
19 October 21, 2013, Nanyah filed a First Amended Complaint and voluntarily omitted  
20 its implied-in-fact contract claim against Eldorado Hills. Thus, the Court finds that  
21 Nanyah voluntarily abandoned its implied-in-fact contract claim against Eldorado  
22 Hills.
- 23 ➤ The Court also finds that the Motion to Amend is untimely.

24 ///

25 ///

26 ///

27 ///

28 ///




1 > Finally, the Court finds that it would be unfair and prejudicial to require Eldorado  
2 Hills to be prepared to defend against an implied-in-fact contract claim that was  
3 abandoned in 2013 and was not reasserted until immediately before trial.  
4

5 DATED this 20 day of May, 2019.  
6

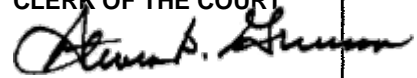
7 Nancy J. Alf  
8 DISTRICT COURT JUDGE

9 Submitted by:

10 **SIMONS HALL JOHNSTON PC**

11 By:   
12 Mark Simons, Esq.  
13 6490 South McCarran Blvd., #F-46  
14 Reno, NV 89509  
15 Attorneys for Plaintiff Nanyah Vegas, LLC  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088



**ORDR**

MARK G. SIMONS, ESQ.  
Nevada Bar No. 5132  
[MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)  
SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, Nevada 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; CARLOS A.  
HUERTA as Trustee of THE ALEXANDER  
CHRISTOPHER TRUST, a Trust established in  
Nevada as assignee of interests of GO GLOBAL,  
INC., a Nevada corporation; NANYAH VEGAS,  
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee  
of The Rogich Family Irrevocable Trust;  
ELDORADO HILLS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability  
company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company;  
PETER ELIADAS, individually and as Trustee of  
the The Eliades Survivor Trust of 10/30/08;  
SIGMUND ROGICH, individually and as Trustee  
of The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C  
DEPT. NO.: XXVII**

**CONSOLIDATED WITH:  
CASE NO.: A-16-746239-C**

**ORDER REGARDING  
PLAINTIFF'S EMERGENCY  
MOTION TO ADDRESS  
DEFENDANT THE ROGICH  
FAMILY IRREVOCABLE  
TRUST'S NRS 163.120  
NOTICE AND/OR MOTION TO  
CONTINUE TRIAL FOR  
PURPOSES OF NRS 163.120**

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

1 Plaintiff, Nanyah Vegas, LLC ("Plaintiff"), having filed its Emergency Motion to  
2 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or  
3 Motion to Continue Trial for Purposes of NRS 163.120 ("Motion") filed on April 16, 2019;  
4 Defendants, Sigmund Rogich, individually and as Trustee of the Rogich Family  
5 Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"), having filed their Opposition  
6 on April 18, 2019; the Motion having been heard telephonically on shortened time on April  
7 18, 2019 at 4:00 p.m. ("Hearing"), with appearances by the following counsel, Mark  
8 Simons of Simons Hall Johnston, P.C. (representing the Plaintiff) Samuel S. Lionel,  
9 Thomas H. Fell, Brenoch Wirthlin of Fennemore Craig, P.C. (representing the Rogich  
10 Defendants), and Dennis Kennedy and Joseph A. Liebman of Bailey Kennedy  
11 (representing Eldorado Hills, LLC); the Court having heard arguments of counsel, good  
12 cause appearing, hereby finds as follows:

13 1. On April 15, 2019, the Rogich Defendants filed a Request for Judicial Notice,  
14 wherein it was requested that this Court take judicial notice of NRS 163.120; and

15 2. Pursuant to NRS 47.140(3), this Court is authorized to take judicial notice of  
16 NRS 163.120;

17 Based upon the above findings, and good cause appearing,

18 IT IS HEREBY ORDERED that Plaintiff's Motion is hereby DENIED IN PART as to  
19 the Motion to Continue Trial, and Plaintiff's motion to continue the trial in this matter is  
20 hereby DENIED;

21 IT IS HEREBY FURTHER ORDERED that, after having an opportunity to be heard  
22 by all parties, this Court takes Judicial Notice of NRS 163.120 as requested by the Rogich  
23 Defendants;

24 IT IS HEREBY FURTHER ORDERED that, by 11:59 p.m. on April 21, 2019, the  
25 parties are to file and serve supplemental briefs addressing the Court's discretion under  
26 NRS 163.120 as instructed by the Court at the Hearing; and  
27  
28

1 IT IS HEREBY FURTHER ORDERED that, upon the commencement of trial in this  
2 matter on April 22, 2019 at 10:00 a.m., the Court will hear arguments related to the  
3 supplemental briefs regarding NRS 163.120.

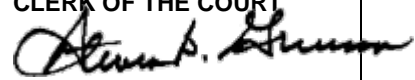
4 DATED this 20 day of May, 2019.

5  
6 Nancy L AOE  
DISTRICT COURT JUDGE

7 Submitted by:

8 **SIMONS HALL JOHNSTON PC**

9  
10 By: \_\_\_\_\_  
11 Mark Simons, Esq.  
12 6490 South McCarran Blvd., #F-46  
13 Reno, NV 89509  
14 *Attorneys for Plaintiff Nanyah Vegas, LLC*  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
[bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as  
Trustee of the Rogich Family Irrevocable Trust and  
Imitations, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_ /

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_ /

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 29<sup>th</sup> day of May, 2019, an **ORDER DENYING PLAINTIFF'S EMERGENCY MOTION TO ADDRESS DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S NRS 163.120 NOTICE AND/OR MOTION TO CONTINUE TRIAL FOR PURPOSES OF NRS 163.120** was entered in the above case. A copy is attached hereto.

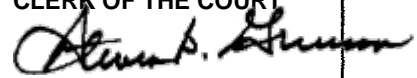
DATED June 24, 2019.

**FENNEMORE CRAIG, P.C.**

/s/ Brenoch Wirthlin, Esq.

By Brenoch Wirthlin, Esq. (Bar No. 10282)  
1400 Bank of America Plaza  
300 South Fourth St. 14<sup>th</sup> Floor  
Las Vegas, NV 89101  
*Attorneys for Plaintiffs*





**ORDR**

MARK G. SIMONS, ESQ.  
Nevada Bar No. 5132  
[MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)  
SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, Nevada 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; CARLOS A.  
HUERTA as Trustee of THE ALEXANDER  
CHRISTOPHER TRUST, a Trust established in  
Nevada as assignee of interests of GO GLOBAL,  
INC., a Nevada corporation; NANYAH VEGAS,  
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as Trustee  
of The Rogich Family Irrevocable Trust;  
ELDORADO HILLS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability  
company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability company;  
PETER ELIADAS, individually and as Trustee of  
the The Eliades Survivor Trust of 10/30/08;  
SIGMUND ROGICH, individually and as Trustee  
of The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited liability  
company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C  
DEPT. NO.: XXVII**

**CONSOLIDATED WITH:  
CASE NO.: A-16-746239-C**

**ORDER REGARDING  
PLAINTIFF'S EMERGENCY  
MOTION TO ADDRESS  
DEFENDANT THE ROGICH  
FAMILY IRREVOCABLE  
TRUST'S NRS 163.120  
NOTICE AND/OR MOTION TO  
CONTINUE TRIAL FOR  
PURPOSES OF NRS 163.120**

**SIMONS HALL JOHNSTON PC**  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088



1 Plaintiff, Nanyah Vegas, LLC ("Plaintiff"), having filed its Emergency Motion to  
2 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or  
3 Motion to Continue Trial for Purposes of NRS 163.120 ("Motion") filed on April 16, 2019;  
4 Defendants, Sigmund Rogich, individually and as Trustee of the Rogich Family  
5 Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"), having filed their Opposition  
6 on April 18, 2019; the Motion having been heard telephonically on shortened time on April  
7 18, 2019 at 4:00 p.m. ("Hearing"), with appearances by the following counsel, Mark  
8 Simons of Simons Hall Johnston, P.C. (representing the Plaintiff) Samuel S. Lionel,  
9 Thomas H. Fell, Brenoch Wirthlin of Fennemore Craig, P.C. (representing the Rogich  
10 Defendants), and Dennis Kennedy and Joseph A. Liebman of Bailey Kennedy  
11 (representing Eldorado Hills, LLC); the Court having heard arguments of counsel, good  
12 cause appearing, hereby finds as follows:

13 1. On April 15, 2019, the Rogich Defendants filed a Request for Judicial Notice,  
14 wherein it was requested that this Court take judicial notice of NRS 163.120; and

15 2. Pursuant to NRS 47.140(3), this Court is authorized to take judicial notice of  
16 NRS 163.120;

17 Based upon the above findings, and good cause appearing,

18 IT IS HEREBY ORDERED that Plaintiff's Motion is hereby DENIED IN PART as to  
19 the Motion to Continue Trial, and Plaintiff's motion to continue the trial in this matter is  
20 hereby DENIED;

21 IT IS HEREBY FURTHER ORDERED that, after having an opportunity to be heard  
22 by all parties, this Court takes Judicial Notice of NRS 163.120 as requested by the Rogich  
23 Defendants;

24 IT IS HEREBY FURTHER ORDERED that, by 11:59 p.m. on April 21, 2019, the  
25 parties are to file and serve supplemental briefs addressing the Court's discretion under  
26 NRS 163.120 as instructed by the Court at the Hearing; and  
27  
28

1 IT IS HEREBY FURTHER ORDERED that, upon the commencement of trial in this  
2 matter on April 22, 2019 at 10:00 a.m., the Court will hear arguments related to the  
3 supplemental briefs regarding NRS 163.120.

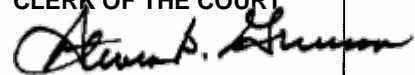
4 DATED this 20 day of May, 2019.

5  
6 Nancy L AOE  
DISTRICT COURT JUDGE

7 Submitted by:

8 **SIMONS HALL JOHNSTON PC**

9  
10 By: \_\_\_\_\_  
11 Mark Simons, Esq.  
12 6490 South McCarran Blvd., #F-46  
13 Reno, NV 89509  
14 *Attorneys for Plaintiff Nanyah Vegas, LLC*  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**ORDR**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING PLAINTIFF NANYAH  
VEGAS, LLC'S MOTION TO SETTLE  
JURY INSTRUCTIONS**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY**  
2                   **INSTRUCTIONS**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the  
4 Court's October 5, 2018 Order Granting Summary Judgment ("Motion to Settle Jury  
5 Instructions") came before the Court on April 8, 2019.

6                   **APPEARANCES**

7                   The Parties appeared as follows:

- 8                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9                   LLP.
- 10                  ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 13                  ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14                  PC.

15                  **ORDER**

16                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17 pleadings on file, and having considered the same, and for the reasons stated upon the record,

18                  ///

19                  ///

20                  ///

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28


hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

1. The Court must hear evidence before making a determination on the settlement of jury instructions.

DATED this 23 day of April, 2019.

Nancy L. Aik  
DISTRICT COURT JUDGE


Respectfully submitted by:  
FENNEMORE CRAIG, P.C.

  
Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

Approved As to Form and Content:

BAILEY KENNEDY

By:

  
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

Approved As to Form and Content:

SIMONS HALL JOHNSTON PC

BY:

  
Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shjnevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury  
3 instructions.

4 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

6 \_\_\_\_\_  
DISTRICT COURT JUDGE

7  
8 **Respectfully submitted by:**  
**FENNEMORE CRAIG, P.C.**

9  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

14 **Approved As to Form and Content:**

15 BAILEY KENNEDY

16  
17 By:

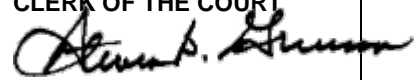
18 Joseph Liebman, Esq., Nevada Bar No. 10125  
19 Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

22 **Approved As to Form and Content:** 

23 SIMONS HALL JOHNSTON PC

24 BY: 

25 Mark Simons, Esq., Nevada Bar No. 5132  
26 6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
[bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as  
Trustee of the Rogich Family Irrevocable Trust and  
Imitations, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**  
CARLOS A. HUERTA as Trustee of THE **DEPT. NO.: XXVII**  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

---

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

Plaintiff,

v.

**CASE NO.: A-16-746239-C**

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually  
and as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X,  
inclusive,

Defendants.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1st day of May, 2019, an **ORDER DENYING PLAINTIFF'S MOTION TO SETTLE JURY INSTRUCTIONS** was entered in the above case. A copy is attached hereto.

DATED May 1, 2019.

**FENNEMORE CRAIG, P.C.**

*/s/ Brenoch Wirthlin, Esq.*

By \_\_\_\_\_  
 Brenoch Wirthlin, Esq. (Bar No. 10282)  
 1400 Bank of America Plaza  
 300 South Fourth St. 14<sup>th</sup> Floor  
 Las Vegas, NV 89101  
*Attorneys for Plaintiffs*



## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly addressed to the following:

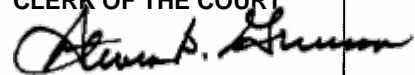
Mark Simons, Esq.  
**SIMONS HALL JOHNSTON PC**  
 6490 South McCarran Blvd., #F-46  
 Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah Vegas, LLC*

Charles E. (“CJ”) Barnabi, Jr.  
**COHEN JOHNSON PARKER EDWARDS**  
 375 E. Warm Springs Road, Suite 104  
 Las Vegas, NV 89119  
*Attorney for Plaintiffs Carlos Huerta  
 and Go Global*

Dennis Kennedy  
Joseph Liebman  
**BAILEY ❖ KENNEDY**  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades,  
Teld, LLC and Eldorado Hills, LLC*  
Michael Cristalli  
Janiece S. Marshall  
**GENTILE CRISTALLI MILLER  
ARMENTI SAVARESE**  
410 S. Rampart Blvd., Suite 420  
Las Vegas, NV 89145

DATED: May 1, 2019

/s/ Morganne Westover  
An employee of **Fennemore Craig, P.C.**



**ORDR**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING PLAINTIFF NANYAH  
VEGAS, LLC'S MOTION TO SETTLE  
JURY INSTRUCTIONS**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY**  
2                   **INSTRUCTIONS**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the  
4 Court's October 5, 2018 Order Granting Summary Judgment ("Motion to Settle Jury  
5 Instructions") came before the Court on April 8, 2019.

6                   **APPEARANCES**

7                   The Parties appeared as follows:

- 8                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9                   LLP.
- 10                  ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 13                  ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14                  PC.

15                  **ORDER**

16                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17 pleadings on file, and having considered the same, and for the reasons stated upon the record,

18                  ///

19                  ///

20                  ///

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28


hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

1. The Court must hear evidence before making a determination on the settlement of jury instructions.

DATED this 23 day of April, 2019.

Nancy L. Aik  
DISTRICT COURT JUDGE


Respectfully submitted by:  
FENNEMORE CRAIG, P.C.

  
Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

Approved As to Form and Content:

BAILEY KENNEDY

By:

  
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

Approved As to Form and Content:

SIMONS HALL JOHNSTON PC

BY:

  
Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shjnevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury  
3 instructions.

4 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

5  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**  
8 **FENNEMORE CRAIG, P.C.**

9  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

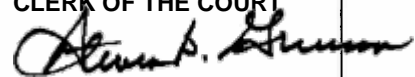
19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 *Attorneys for Defendants Pete Eliades, individually, and as*  
24 *Trustee of The Eliades Survivor Trust of 10/30/08*  
25 *Teld, LLC and Eldorado Hills, LLC*

26 **Approved As to Form and Content:**

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shjnevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*



**ORDR**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101

Tel.: (702) 692-8000; Fax: (702) 692-8099

Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION TO RECONSIDER  
ORDER ON MOTION IN LIMINE #5 RE:  
PAROL EVIDENCE RULE**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON**  
2 **MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order On Nanya's Motion in  
4 Limine #5: Parol Evidence Rule on Order Shortening Time ("Motion to Reconsider Order on  
5 Motion in Limine #5 Re: Parol Evidence Rule") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

- 8 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9 LLP.
- 10 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12 Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 13 ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14 PC.

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17 pleadings on file, having considered the same, and good cause appearing, the Court hereby

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

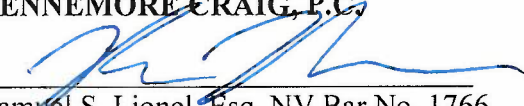
DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence Rule.

DATED this 23 day of April, 2019.

Nancy J. Allf  
DISTRICT COURT JUDGE



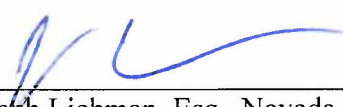
Respectfully submitted by:  
**FENNEMORE CRAIG, P.C.**

  
Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

**Approved As to Form and Content:**

BAILEY KENNEDY

By:

  
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

**Approved As to Form and Content:**

SIMONS HALL JOHNSTON PC

BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*



1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence  
2 Rule.

3 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

4  
5 \_\_\_\_\_  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**  
8 **FENNEMORE CRAIG, P.C.**

9 \_\_\_\_\_  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101

14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

19 \_\_\_\_\_  
20 Joseph Liebman, Esq., Nevada Bar No. 10125  
21 Dennis Kennedy, Esq., Nevada Bar No. 1462  
22 8984 Spanish Ridge Avenue  
23 Las Vegas, NV 89148

24 *Attorneys for Defendants Pete Eliades, individually, and as*  
25 *Trustee of The Eliades Survivor Trust of 10/30/08*  
26 *Teld, LLC and Eldorado Hills, LLC*

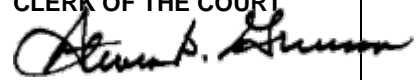
27 ~~**Approved As to Form and Content.**~~

28 SIMONS HALL JOHNSTON PC

BY: 

\_\_\_\_\_

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
[bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as  
Trustee of the Rogich Family Irrevocable Trust and  
Imitations, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**  
CARLOS A. HUERTA as Trustee of THE **DEPT. NO.: XXVII**  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

---

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

Plaintiff,

v.

**CASE NO.: A-16-746239-C**

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually  
and as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X,  
inclusive,

Defendants.

///



1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,  
4 and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing  
5 system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly  
6 addressed to the following:

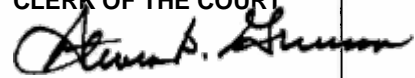
7  
8 Mark Simons, Esq.  
9 **SIMONS HALL JOHNSTON PC**  
6490 South McCarran Blvd., #F-46  
10 Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah Vegas, LLC*

11 Charles E. ("CJ") Barnabi, Jr.  
12 **COHEN JOHNSON PARKER EDWARDS**  
375 E. Warm Springs Road, Suite 104  
13 Las Vegas, NV 89119  
*Attorney for Plaintiffs Carlos Huerta*  
14 *and Go Global*

15 Dennis Kennedy  
16 Joseph Liebman  
**BAILEY ♦ KENNEDY**  
17 8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
18 *Attorneys for Defendants Pete Eliades,*  
*Teld, LLC and Eldorado Hills, LLC*  
19 Michael Cristalli  
20 Janiece S. Marshall  
**GENTILE CRISTALLI MILLER**  
21 **ARMENTI SAVARESE**  
410 S. Rampart Blvd., Suite 420  
22 Las Vegas, NV 89145

23  
24 DATED: May 1, 2019

25  
26 /s/ Morganne Westover  
An employee of **Fennemore Craig, P.C.**



**ORDR**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400

Las Vegas, Nevada 89101

Tel.: (702) 692-8000; Fax: (702) 692-8099

Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION TO RECONSIDER  
ORDER ON MOTION IN LIMINE #5 RE:  
PAROL EVIDENCE RULE**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON**  
2 **MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order On Nanya's Motion in  
4 Limine #5: Parol Evidence Rule on Order Shortening Time ("Motion to Reconsider Order on  
5 Motion in Limine #5 Re: Parol Evidence Rule") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

- 8 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey Kennedy,  
9 LLP.  
10 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
11 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
12 Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.  
13 ➤ For Plaintiff Nanyah Vegas, LLC ("Nanyah"): Mark G. Simons, Esq. of Simons Law,  
14 PC.

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and  
17 pleadings on file, having considered the same, and good cause appearing, the Court hereby

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28


DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence Rule.

DATED this 23 day of April, 2019.

Nancy J. Allf  
DISTRICT COURT JUDGE



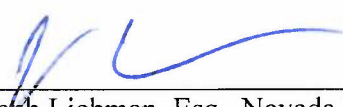
Respectfully submitted by:  
**FENNEMORE CRAIG, P.C.**

  
Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

**Approved As to Form and Content:**

BAILEY KENNEDY

By:

  
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

**Approved As to Form and Content:**

SIMONS HALL JOHNSTON PC

BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence  
2 Rule.

3 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

4  
5 \_\_\_\_\_  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**  
8 **FENNEMORE CRAIG, P.C.**

9 \_\_\_\_\_  
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101

14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

19 \_\_\_\_\_  
20 Joseph Liebman, Esq., Nevada Bar No. 10125  
21 Dennis Kennedy, Esq., Nevada Bar No. 1462  
22 8984 Spanish Ridge Avenue  
23 Las Vegas, NV 89148

24 *Attorneys for Defendants Pete Eliades, individually, and as*  
25 *Trustee of The Eliades Survivor Trust of 10/30/08*  
26 *Teld, LLC and Eldorado Hills, LLC*

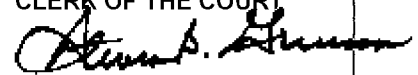
27 ~~**Approved As to Form and Content.**~~

28 SIMONS HALL JOHNSTON PC

BY: 

\_\_\_\_\_  
Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*





**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \* \*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**ORDER**

**COURT FINDS** after review that the Complaint in Case No. A686303 was filed on July 31, 2013, wherein Nanyah Vegas, LLC, as a plaintiff therein, alleged causes of action against Defendants Sig Rogich aka Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Eldorado Hills, LLC.

**COURT FURTHER FINDS** after review that the Complaint in Case No. A746239 was filed on November 4, 2016, wherein Nanyah Vegas, LLC, as the plaintiff therein, alleged causes of action against Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, Peter Eliadas, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC and Imitations, LLC.

**COURT FURTHER FINDS** after review that on March 31, 2017, the Stipulation for Consolidation was filed with the Court consolidating Case No. A686303 and Case No. A746239.

///

///

1                   **COURT FURTHER FINDS** after review that on April 15, 2019, the Request for  
2 Judicial Notice was filed with the Court requesting, pursuant to NRS 47.140(3), that the Court  
3 take judicial notice of NRS 163.120, which provides the following:  
4

5                   **NRS 163.120 Claims based on certain contracts or obligations:**  
6                   **Assertion against trust; entry of judgment; notice; intervention; personal**  
7                   **liability of trustee; significance of use of certain terms.**

8                   1. A claim based on a contract entered into by a trustee in the capacity of  
9 representative, or on an obligation arising from ownership or control of trust  
10 property, may be asserted against the trust by proceeding against the trustee in the  
11 capacity of representative, whether or not the trustee is personally liable on the  
12 claim.

13                   2. A judgment may not be entered in favor of the plaintiff in the action  
14 unless the plaintiff proves that within 30 days after filing the action, or within 30  
15 days after the filing of a report of an early case conference if one is required,  
16 whichever is longer, or within such other time as the court may fix, and more than  
17 30 days before obtaining the judgment, the plaintiff notified each of the  
18 beneficiaries known to the trustee who then had a present interest, or in the case  
19 of a charitable trust, the Attorney General and any corporation which is a  
20 beneficiary or agency in the performance of the charitable trust, of the existence  
21 and nature of the action. The notice must be given by mailing copies to the  
22 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a  
23 list of the beneficiaries to be notified, and their addresses, within 10 days after  
24 written demand therefor, and notification of the persons on the list constitutes  
25 compliance with the duty placed on the plaintiff by this section. Any beneficiary,  
26 or in the case of charitable trusts the Attorney General and any corporation which  
27 is a beneficiary or agency in the performance of the charitable trust, may  
28 intervene in the action and contest the right of the plaintiff to recover.

3                   3. Except as otherwise provided in this chapter or in the contract, a  
4 trustee is not personally liable on a contract properly entered into in the capacity  
5 of representative in the course of administration of the trust unless the trustee fails  
6 to reveal the representative capacity or identify the trust in the contract. The  
7 addition of the word "trustee" or the words "as trustee" after the signature of a  
8 trustee to a contract are prima facie evidence of an intent to exclude the trustee  
9 from personal liability.

10                   **COURT FURTHER FINDS** after review that on April 16, 2019, Nanyah Vegas,  
11 LLC's Emergency Motion to Address Defendant the Rogich Family Irrevocable Trust's NRS  
12 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120 was filed with  
13 the Court.

14                   ///

1           **COURT FURTHER FINDS** after review that a telephonic hearing was convened on  
2 April 18, 2019 wherein the Court took judicial notice of NRS 163.120.

3           **COURT FURTHER FINDS** after review that at the commencement of trial on April  
4 22, 2019, Defendant Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust  
5 (“Defendant Rogich Trust”) orally moved the Court to dismiss this action as to Defendant  
6 Rogich Trust for failure to comply with NRS 163.120 (“Motion to Dismiss”).

7           **COURT FURTHER FINDS** after review that NRS 163.120 contemplates notice  
8 required thereunder being provided in the early stages of an action in order to permit the  
9 beneficiaries of a trust the opportunity to intervene in such action and meaningfully participate  
10 therein.

11           **COURT FURTHER FINDS** after review that NRS 12.130 provides that an interested  
12 person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home*  
13 *Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d  
14 1120, 1130 (2006).

15           **COURT FURTHER FINDS** after review that, because the trial in this action  
16 commenced on April 22, 2019, Plaintiff Nanyah’s written demand for a list of beneficiaries  
17 submitted to the Defendant Rogich Trust on April 15, 2019 was untimely under NRS 163.120  
18 as such notification would not permit interested beneficiaries of the trust an opportunity to  
19 intervene in this action pursuant to NRS 12.130(1).

20           ///

21           ///

22           ///

23           ///

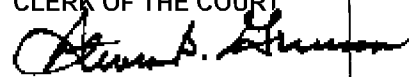
24           ///

**THEREFORE, COURT ORDERS** for good cause appearing and after review that the Motion to Dismiss is hereby GRANTED and Defendant Rogich Trust is hereby DISMISSED with prejudice.

**COURT FURTHER ORDERS** for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf  
NANCY ALLF  
DISTRICT COURT JUDGE



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that an Order was entered in this action on or about April 30, 2019, a true and correct copy of which is attached hereto.

DATED this 30th day of April, 2019.



NANCY ALLF  
DISTRICT COURT JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of the foregoing Notice of Entry of Order was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.



Karen Lawrence  
Judicial Executive Assistant

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \* \*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

CONSOLIDATED WITH:  
CASE NO.: A-16-746239

And all related matters.

**ORDER**

**COURT FINDS** after review that the Complaint in Case No. A686303 was filed on July 31, 2013, wherein Nanyah Vegas, LLC, as a plaintiff therein, alleged causes of action against Defendants Sig Rogich aka Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Eldorado Hills, LLC.

**COURT FURTHER FINDS** after review that the Complaint in Case No. A746239 was filed on November 4, 2016, wherein Nanyah Vegas, LLC, as the plaintiff therein, alleged causes of action against Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, Peter Eliadas, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC and Imitations, LLC.

**COURT FURTHER FINDS** after review that on March 31, 2017, the Stipulation for Consolidation was filed with the Court consolidating Case No. A686303 and Case No. A746239.

///

///

1                   **COURT FURTHER FINDS** after review that on April 15, 2019, the Request for  
2 Judicial Notice was filed with the Court requesting, pursuant to NRS 47.140(3), that the Court  
3 take judicial notice of NRS 163.120, which provides the following:  
4

5                   **NRS 163.120 Claims based on certain contracts or obligations:**  
6                   **Assertion against trust; entry of judgment; notice; intervention; personal**  
7                   **liability of trustee; significance of use of certain terms.**

8                   1. A claim based on a contract entered into by a trustee in the capacity of  
9 representative, or on an obligation arising from ownership or control of trust  
10 property, may be asserted against the trust by proceeding against the trustee in the  
11 capacity of representative, whether or not the trustee is personally liable on the  
12 claim.

13                   2. A judgment may not be entered in favor of the plaintiff in the action  
14 unless the plaintiff proves that within 30 days after filing the action, or within 30  
15 days after the filing of a report of an early case conference if one is required,  
16 whichever is longer, or within such other time as the court may fix, and more than  
17 30 days before obtaining the judgment, the plaintiff notified each of the  
18 beneficiaries known to the trustee who then had a present interest, or in the case  
19 of a charitable trust, the Attorney General and any corporation which is a  
20 beneficiary or agency in the performance of the charitable trust, of the existence  
21 and nature of the action. The notice must be given by mailing copies to the  
22 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a  
23 list of the beneficiaries to be notified, and their addresses, within 10 days after  
24 written demand therefor, and notification of the persons on the list constitutes  
25 compliance with the duty placed on the plaintiff by this section. Any beneficiary,  
26 or in the case of charitable trusts the Attorney General and any corporation which  
27 is a beneficiary or agency in the performance of the charitable trust, may  
28 intervene in the action and contest the right of the plaintiff to recover.

3                   3. Except as otherwise provided in this chapter or in the contract, a  
4 trustee is not personally liable on a contract properly entered into in the capacity  
5 of representative in the course of administration of the trust unless the trustee fails  
6 to reveal the representative capacity or identify the trust in the contract. The  
7 addition of the word "trustee" or the words "as trustee" after the signature of a  
8 trustee to a contract are prima facie evidence of an intent to exclude the trustee  
9 from personal liability.

10                   **COURT FURTHER FINDS** after review that on April 16, 2019, Nanyah Vegas,  
11 LLC's Emergency Motion to Address Defendant the Rogich Family Irrevocable Trust's NRS  
12 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120 was filed with  
13 the Court.

14                   ///

1           **COURT FURTHER FINDS** after review that a telephonic hearing was convened on  
2 April 18, 2019 wherein the Court took judicial notice of NRS 163.120.

3           **COURT FURTHER FINDS** after review that at the commencement of trial on April  
4 22, 2019, Defendant Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust  
5 (“Defendant Rogich Trust”) orally moved the Court to dismiss this action as to Defendant  
6 Rogich Trust for failure to comply with NRS 163.120 (“Motion to Dismiss”).

7           **COURT FURTHER FINDS** after review that NRS 163.120 contemplates notice  
8 required thereunder being provided in the early stages of an action in order to permit the  
9 beneficiaries of a trust the opportunity to intervene in such action and meaningfully participate  
10 therein.

11           **COURT FURTHER FINDS** after review that NRS 12.130 provides that an interested  
12 person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home*  
13 *Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d  
14 1120, 1130 (2006).

15           **COURT FURTHER FINDS** after review that, because the trial in this action  
16 commenced on April 22, 2019, Plaintiff Nanyah’s written demand for a list of beneficiaries  
17 submitted to the Defendant Rogich Trust on April 15, 2019 was untimely under NRS 163.120  
18 as such notification would not permit interested beneficiaries of the trust an opportunity to  
19 intervene in this action pursuant to NRS 12.130(1).

20           ///

21           ///

22           ///

23           ///

24           ///

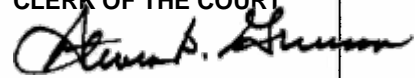


**THEREFORE, COURT ORDERS** for good cause appearing and after review that the Motion to Dismiss is hereby **GRANTED** and Defendant Rogich Trust is hereby **DISMISSED** with prejudice.

**COURT FURTHER ORDERS** for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf  
NANCY ALLF  
DISTRICT COURT JUDGE



**ORDER**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION IN LIMINE #6 RE:  
DATE OF DISCOVERY**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #6**  
2                   **RE: DATE OF DISCOVERY**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 6 Re: Date of Discovery (the "Date  
4 of Discovery MIL") came before the Court on March 20, 2019.

5                   **APPEARANCES**

6                   The Parties appeared as follows:

- 7                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey❖Kennedy,  
8                   LLP.
- 9                   ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
10                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
11                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 12                  ➤ For Plaintiff Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

13                  **ORDER**

14                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
15                  pleadings on file, and having considered the same, and for the reasons stated upon the record,  
16                  DENIES the Date of Discovery MIL for the following reasons:

- 17                  1. The Rogich Defendants have denied paragraph 83 of the plaintiff's complaint in their  
18                  answer. They should be permitted to present evidence in support of their defense.
- 19                  2. Also with regard to the date of discovery, that is a factual determination for the jury. The  
20                  defendants have claimed that plaintiff should have known about its alleged claims in in  
21                  2007 or 2008 and the Court will not preclude them from raising that defense. Questions

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28                  ///

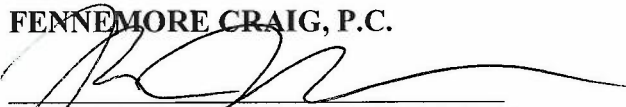
1 of fact exist with regard to the statute of limitations defense.

2 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

3  
4  
5  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**

8 **FENNEMORE CRAIG, P.C.**

9   
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 *Attorneys for Defendants Pete Eliades, individually, and as*  
24 *Trustee of The Eliades Survivor Trust of 10/30/08*  
25 *Teld, LLC and Eldorado Hills, LLC*

26 **Approved As to Form and Content:**

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

of fact exist with regard to the statute of limitations defense.

DATED this 12 day of April, 2019.

Nancy Alf  
DISTRICT COURT JUDGE

Respectfully submitted by:

FENNEMORE CRAIG, P.C.

Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

Approved As to Form and Content:

BAILEY KENNEDY

By:

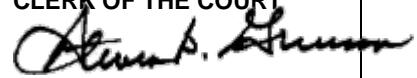
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

Approved As to Form and Content:

SIMONS HALL JOHNSTON PC

BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shjnevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*



Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000  
Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
*Attorneys for Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

///

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**NOTICE OF ENTRY OF ORDER**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

1 Please take notice that the above-entitled Court Entered the attached ORDER DENYING  
2 NANYAH'S MOTION IN LIMINE #6 re DATE OF DISCOVERY on the 17<sup>th</sup> day of April,  
3 2019. A copy is attached hereto.

4 DATED: April 17, 2019.

5 **FENNEMORE CRAIG, P.C.**

6  
7 By: /s/ Brenoch R. Wirthlin

8 Samuel S. Lionel, Esq. (Bar No. 1766)

9 Brenoch Wirthlin, Esq. (Bar No. 10282)

10 **FENNEMORE CRAIG, P.C.**

11 300 S. Fourth Street, Suite 1400

12 Las Vegas, Nevada 89101

13 *Attorneys for Defendants*  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2 **CERTIFICATE OF SERVICE**

3 I certify that I am an employee of Fennemore Craig, P.C., and that on this date, the  
4 foregoing **NOTICE OF ENTRY OF ORDER** was served upon the following person(s) by  
5 electronic transmission through the Court's e-filing/e-serving system, addressed as follows:

6 Mark Simons, Esq. *Via E-service*  
7 6490 South McCarran Blvd., #20  
8 Reno, Nevada 89509  
9 *Attorney for Plaintiff Nanyah Vegas, LLC*

10 Charles E. ("CJ") Barnabi, Jr. *Via E-service*  
11 **COHEN JOHNSON PARKER EDWARDS**  
12 375 E. Warm Springs Road, Suite 104  
13 Las Vegas, NV 89119  
14 *Attorney for Plaintiffs Carlos Huerta*  
15 *and Go Global*

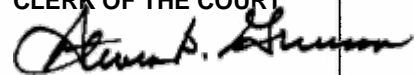
16 Dennis Kennedy *Via E-service*  
17 Joseph Liebman  
18 **BAILEY ♦ KENNEDY**  
19 8984 Spanish Ridge Avenue  
20 Las Vegas, NV 89148  
21 *Attorneys for Defendants Pete Eliades,*  
22 *Teld, LLC and Eldorado Hills, LLC*

23 Michael Cristalli *Via E-service*  
24 Janiece S. Marshall  
25 **GENTILE CRISTALLI MILLER ARMENTI**  
26 **SAVARESE**  
27 410 S. Rampart Blvd., Suite 420  
28 Las Vegas, NV 89145

DATED: April 17, 2019

/s/ Morganne Westover  
An employee of Fennemore Craig, P.C.





**ORDER**

Samuel S. Lionel, Esq. (Bar No. 1766)  
Brenoch Wirthlin, Esq. (Bar No. 10282)

**FENNEMORE CRAIG, P.C.**

300 S. Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)

*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION IN LIMINE #6 RE:  
DATE OF DISCOVERY**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1                   **ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #6**  
2                   **RE: DATE OF DISCOVERY**

3                   Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 6 Re: Date of Discovery (the "Date  
4 of Discovery MIL") came before the Court on March 20, 2019.

5                   **APPEARANCES**

6                   The Parties appeared as follows:

- 7                   ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey❖Kennedy,  
8                   LLP.
- 9                   ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
10                  Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
11                  Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- 12                  ➤ For Plaintiff Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

13                  **ORDER**

14                  The Court, having heard oral argument, having reviewed the papers, exhibits, and  
15                  pleadings on file, and having considered the same, and for the reasons stated upon the record,  
16                  DENIES the Date of Discovery MIL for the following reasons:

- 17                  1. The Rogich Defendants have denied paragraph 83 of the plaintiff's complaint in their  
18                  answer. They should be permitted to present evidence in support of their defense.
- 19                  2. Also with regard to the date of discovery, that is a factual determination for the jury. The  
20                  defendants have claimed that plaintiff should have known about its alleged claims in in  
21                  2007 or 2008 and the Court will not preclude them from raising that defense. Questions

21                  ///

22                  ///

23                  ///

24                  ///

25                  ///

26                  ///

27                  ///

28                  ///

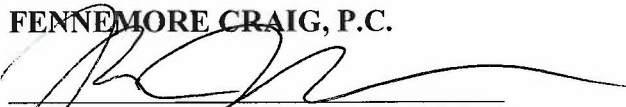
1 of fact exist with regard to the statute of limitations defense.

2 DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

3  
4  
5  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**

8 **FENNEMORE CRAIG, P.C.**

9   
10 Samuel S. Lionel, Esq. NV Bar No. 1766  
11 Brenoch Wirthlin, Esq. NV Bar No. 10282  
12 300 S. Fourth Street, Suite 1400  
13 Las Vegas, NV 89101  
14 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

19 Joseph Liebman, Esq., Nevada Bar No. 10125  
20 Dennis Kennedy, Esq., Nevada Bar No. 1462  
21 8984 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 *Attorneys for Defendants Pete Eliades, individually, and as*  
24 *Trustee of The Eliades Survivor Trust of 10/30/08*  
25 *Teld, LLC and Eldorado Hills, LLC*

26 **Approved As to Form and Content:**

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

of fact exist with regard to the statute of limitations defense.

DATED this 12 day of April, 2019.

Nancy Alf  
DISTRICT COURT JUDGE

Respectfully submitted by:

FENNEMORE CRAIG, P.C.

Samuel S. Lionel, Esq. NV Bar No. 1766  
Brenoch Wirthlin, Esq. NV Bar No. 10282  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC*

Approved As to Form and Content:

BAILEY KENNEDY

By:

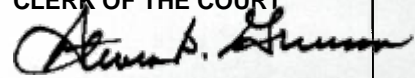
Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

Approved As to Form and Content:

SIMONS HALL JOHNSTON PC

BY:

Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
msimons@shjnevada.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

*Attorneys for Defendant* ELDORADO HILLS,  
LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION IN LIMINE # 5:  
PAROL EVIDENCE RULE**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Parol  
2 Evidence MIL") came before the Court on March 20, 2019.

3 **APPEARANCES**

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey ♦ Kennedy,  
6 LLP.  
7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
8 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
9 Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.  
10 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

11 **ORDER**

12 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings  
13 on file, and having considered the same, and for the reasons stated upon the record, DENIES the  
14 Parol Evidence MIL for the following reasons:

- 15 ➤ The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120  
16 Nev. 82, 91, 86 P.3d 1032, 1037 (2004). Because Eldorado Hills is not a party to any of the  
17 written contracts at issue in the case (including, but not limited to, the October 30, 2008  
18 Amended and Restated Operating Agreement), and because Nanyah only has pled an unjust  
19 enrichment claim against Eldorado Hills, the parol evidence rule does not apply to Eldorado  
20 Hills.<sup>1</sup>

21 ///

22 ///

23 ///

24 ///

25 ///

26 <sup>1</sup> The written contracts at issue in the case are enumerated in this Court's October 5, 2018 Order: (1) Granting  
27 Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion  
28 for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Counter-motion for Summary Judgment.



➤ With respect to the Rogich Defendants, it has not yet been determined whether Nanyah is a third party beneficiary to any of the written contracts at issue in the case. *See Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005).

DATED this 8 day of April, 2019.

Nancy L. Allen  
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By:

Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

SIMONS LAW

By:

Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950

ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101

Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC



**NEOJ (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
Facsimile: 702.562.8821  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com

*Attorneys for Defendant*  
ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**NOTICE OF ENTRY OF ORDER**  
**DENYING NANYAH VEGAS, LLC'S**  
**MOTION IN LIMINE # 5: PAROL**  
**EVIDENCE RULE**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C



1 PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion in Limine #  
2 5: Parol Evidence Rule was entered in the above-captioned action on April 10, 2019, a true and  
3 correct copy of which is attached hereto.

4 DATED this 10<sup>th</sup> day of April, 2019.

5 BAILEY ♦ KENNEDY

6  
7 By: /s/ Joseph A. Liebman

8 DENNIS L. KENNEDY

9 JOSEPH A. LIEBMAN

10 *Attorneys for Defendant*

11 ELDORADO HILLS, LLC  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 10<sup>th</sup> day of April, 2019, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5: PAROL EVIDENCE RULE** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
**SIMONS HALL JOHNSTON PC**  
6490 S. McCarran Blvd., Suite F-46  
Reno, NV 89509

Email: msimons@shjnevada.com  
*Attorneys for Plaintiff*  
NANYAH VEGAS, LLC

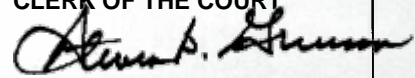
SAMUEL S. LIONEL, ESQ.  
BRENOCH WIRTHLIN, ESQ.  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101

Email: slionel@fclaw.com  
bwirthlin@fclaw.com  
*Attorneys for Defendant*  
SIG ROGICH aka SIGMUND  
ROGICH, Individually and as  
Trustee of THE ROGICH FAMILY  
IRREVOCABLE TRUST, and  
IMITATIONS, LLC

MICHAEL V. CRISTALLI  
JANIECE S. MARSHALL  
**GENTILE CRISTALLI MILLER**  
**ARMENI SAVARESE**  
410 South Rampart Blvd., Suite 420  
Las Vegas, NV 89145

Email: mcristalli@gcmaslaw.com  
jmarshall@gcmaslaw.com  
*Attorneys for Defendants*  
SIG ROGICH aka SIGMUND  
ROGICH as Trustee of THE  
ROGICH FAMILY  
IRREVOCABLE TRUST

/s/ Sharon L. Murnane  
Employee of BAILEY ♦ KENNEDY



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

*Attorneys for Defendant* ELDORADO HILLS,  
LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION IN LIMINE # 5:  
PAROL EVIDENCE RULE**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

BAILEY ♦ KENNEDY  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

1 Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Parol  
2 Evidence MIL") came before the Court on March 20, 2019.

3 **APPEARANCES**

4 The Parties appeared as follows:

- 5 ➤ For Eldorado Hills, LLC ("Eldorado Hills"): Joseph Liebman, Esq. of Bailey ♦ Kennedy,  
6 LLP.  
7 ➤ For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable  
8 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):  
9 Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.  
10 ➤ For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

11 **ORDER**

12 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings  
13 on file, and having considered the same, and for the reasons stated upon the record, DENIES the  
14 Parol Evidence MIL for the following reasons:

- 15 ➤ The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120  
16 Nev. 82, 91, 86 P.3d 1032, 1037 (2004). Because Eldorado Hills is not a party to any of the  
17 written contracts at issue in the case (including, but not limited to, the October 30, 2008  
18 Amended and Restated Operating Agreement), and because Nanyah only has pled an unjust  
19 enrichment claim against Eldorado Hills, the parol evidence rule does not apply to Eldorado  
20 Hills.<sup>1</sup>

21 ///

22 ///

23 ///

24 ///

25 ///

26 <sup>1</sup> The written contracts at issue in the case are enumerated in this Court's October 5, 2018 Order: (1) Granting  
27 Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion  
28 for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Counter-motion for Summary Judgment.

➤ With respect to the Rogich Defendants, it has not yet been determined whether Nanyah is a third party beneficiary to any of the written contracts at issue in the case. *See Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005).

DATED this 8 day of April, 2019.

Nancy L. Allen  
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By:

Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302

Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

SIMONS LAW

By:

Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950

ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

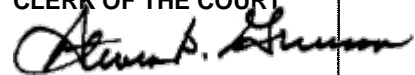
Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101

Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC



**ORDR (CIV)**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #C-20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER: (1) GRANTING DEFENDANTS  
PETER ELIADES, INDIVIDUALLY  
AND AS TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF 10/30/08, AND  
TELD, LLC'S MOTION FOR  
SUMMARY JUDGMENT; AND (2)  
DENYING NANYAH VEGAS, LLC'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,  
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades  
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the “Motion for Summary Judgment”), and Nanyah Vegas, LLC’s (“Nanyah”)

Countermotion for Summary Judgment (the “Countermotion for Summary Judgment”). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC (“Eldorado”): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually (“Rogich”) and as Trustee of the Rogich Family Irrevocable Trust (the “Rogich Trust”), and Imitations, LLC (collectively, the “Rogich Defendants”): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

### **UNDISPUTED MATERIAL FACTS**

#### **The Relevant History of Eldorado**

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado’s bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

**The Relevant Agreements**

5. The relevant agreements at issue in this case state as follows:

**a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:**

i. “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit ‘A’ and incorporated by this reference (‘Potential Claimants’). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta’s] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] retained by [the Rogich Trust].”

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer’s [The Rogich Trust’s] obligation. . . .” The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.



**b. October 30, 2008 Membership Interest Purchase Agreement between Rogich, the Rogich Trust, Teld, Go Global and Huerta:**

- i. The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and unequivocally states the following: Seller [Rogich and the Rogich Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's \$1,500,000 investment into Eldorado.
- ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and all the claims of . . . Nanyah . . . each of whom invested or otherwise advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the Rogich Trust] that such amounts be confirmed or converted to debt . . .
- iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008 Membership Interest Purchase Agreement and that he understood that Teld's acquisition of the Rogich Trust's membership interests in Eldorado was subject to the terms and conditions of the October 30, 2008, Purchase Agreement.
- iv. Eliades acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.
- v. "[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and [Teld] will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”

vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”

viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”

ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

**c. October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:**

i. “The Rogich Trust will retain a one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).”

ii. “The Rogich trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3<sup>rd</sup>) participation in profits and losses by each of the Flangas Trust and Teld.”

iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase Agreement were incorporated by reference into the October 30, 2008 Amended and Restated Operating Agreement. Recital A.

d. **January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust:**

- i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
- ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.
- iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company...as of the date hereof...(Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado)."
- iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."
- vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
- viii. Nanyah was not a party to this agreement.

6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

## CONCLUSIONS OF LAW

7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to assume those obligations from the Rogich Trust.
8. Nanyah's contract theory rests upon a successors and assigns provision contained in the October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich Trust.
9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement will be binding on the Eliades Defendants, absent any specific agreement to be liable for the Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades Defendants to pay the Nanyah debt.
10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).<sup>1</sup>
11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a well-established rule that a party to a contract cannot relieve himself of his obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract.'"" *Id.* at 933 (citation omitted).
12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement with the successors and assigns provision relied on by Nanyah, and even if they were, the

---

<sup>1</sup> Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013); *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-20 (Ill. Ct. App. 1986).

- explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.
14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).
15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).
17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.
19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

### **ORDER**

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

///

///

///

///

///

For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for  
Summary Judgment is DENIED.

DATED this 1 day of Oct., 2018.

Nancy L. Alf  
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: [Signature]  
Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950  
*Attorneys for Plaintiff Nanyah Vegas, LLC*

Approved as to Form and Content:

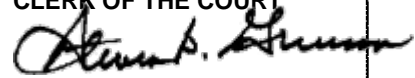
BAILEY ♦ KENNEDY

By [Signature]  
Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Defendants PETE ELIADES,  
THE ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: [Signature]  
Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC*



**NEOJ**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #C-20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee  
of interests of GO GLOBAL, INC., a  
Nevada corporation; NANYAH VEGAS,  
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually  
and as Trustee of the The Eliades  
Survivor Trust of 10/30/08; SIGMUND  
ROGICH, individually and as Trustee of  
The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited  
liability company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

**NOTICE OF ENTRY OF ORDER**



1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

2  
3  
4  
5  
6  
7  
8

90

1  
2

3  
4

7

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of  
3 SIMONS LAW, PC and that on this date I caused to be served a true copy of the  
4 **NOTICE OF ENTRY OF ORDER** on all parties to this action via the Odyssey E-  
5 Filing System:  
6

7		
8	Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
9	Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
10	Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
11	Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
12	Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
13	Brandon McDonald	<a href="mailto:brandon@mcdonaldlayers.com">brandon@mcdonaldlayers.com</a>
14	Bryan A. Lindsey	<a href="mailto:bryan@nvfirm.com">bryan@nvfirm.com</a>
15	Charles Barnabi	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
16	Christy Cahall	<a href="mailto:christy@nvfirm.com">christy@nvfirm.com</a>
17	Lettie Herrera	<a href="mailto:lettie.herrera@andrewleavittlaw.com">lettie.herrera@andrewleavittlaw.com</a>
18	Rob Hernquist	<a href="mailto:rhernquist@lionelsawyer.com">rhernquist@lionelsawyer.com</a>
19	Samuel A. Schwartz	<a href="mailto:sam@nvfirm.com">sam@nvfirm.com</a>
20	Samuel Lionel	<a href="mailto:slionel@fclaw.com">slionel@fclaw.com</a>
21	CJ Barnabi	<a href="mailto:cj@cohenjohnson.com">cj@cohenjohnson.com</a>
22	H S Johnson	<a href="mailto:calendar@cohenjohnson.com">calendar@cohenjohnson.com</a>
23	Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

24 DATED this 8<sup>th</sup> day of October, 2018.

25   
26 Employee of SIMONS LAW, PC  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT LIST**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Order	10

**EXHIBIT 1**

**EXHIBIT 1**



**ORDR (CIV)**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #C-20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER: (1) GRANTING DEFENDANTS  
PETER ELIADES, INDIVIDUALLY  
AND AS TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF 10/30/08, AND  
TELD, LLC'S MOTION FOR  
SUMMARY JUDGMENT; AND (2)  
DENYING NANYAH VEGAS, LLC'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,  
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades  
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")

Counter-motion for Summary Judgment (the "Counter-motion for Summary Judgment"). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

### **UNDISPUTED MATERIAL FACTS**

#### **The Relevant History of Eldorado**

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

**The Relevant Agreements**

5. The relevant agreements at issue in this case state as follows:

**a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:**

i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta's] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] retained by [the Rogich Trust]."

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

2                   **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**  
3                   **the Rogich Trust, Teld, Go Global and Huerta:**

- 4                   i. The October 30, 2008, Membership Interest Purchase Agreement identifies  
5                   Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and  
6                   unequivocally states the following: Seller [Rogich and the Rogich Trust]  
7                   confirms that certain amounts have been advanced to or on behalf of the  
8                   Company [Eldorado] by certain third-parties [including Nanyah], as  
9                   referenced in Section 8 of the Agreement. Exhibit D also memorializes  
10                  Nanyah's \$1,500,000 investment into Eldorado.
- 11                  ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich  
12                  Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and  
13                  all the claims of . . . Nanyah . . . each of whom invested or otherwise  
14                  advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the  
15                  Rogich Trust] that such amounts be confirmed or converted to debt . . .
- 16                  iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to  
17                  Nanyah contained in the October 30, 2008, Purchase Agreement when he  
18                  entered into the October 30, 2008 Membership Interest Purchase Agreement  
19                  and that he understood that Teld's acquisition of the Rogich Trust's  
20                  membership interests in Eldorado was subject to the terms and conditions of  
21                  the October 30, 2008, Purchase Agreement.
- 22                  iv. Eliades acknowledges that it was always the responsibility of Rogich and the  
23                  Rogich Trust to repay Nanyah for its investment in Eldorado.
- 24                  v. "[The Rogich Trust] is the owner, beneficially and of record, of the  
25                  Membership Interest, free and clear of all liens, encumbrances, security  
26                  agreements, equities, options, claims, charges, and restrictions, and [Teld] will  
27                  receive at Closing good and absolute title thereto free of any liens, charges or  
28                  encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from



any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”

vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”

viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”

ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

**c. October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:**

- i. “The Rogich Trust will retain a one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).”
- ii. “The Rogich trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3<sup>rd</sup>) participation in profits and losses by each of the Flangas Trust and Teld.”

iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase Agreement were incorporated by reference into the October 30, 2008 Amended and Restated Operating Agreement. Recital A.

d. **January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust:**

- i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
- ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.
- iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company...as of the date hereof...(Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado)."
- iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."
- vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
- viii. Nanyah was not a party to this agreement.

6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

## CONCLUSIONS OF LAW

- 2       7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed  
3       to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in  
4       the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to  
5       assume those obligations from the Rogich Trust.
- 6       8. Nanyah's contract theory rests upon a successors and assigns provision contained in the  
7       October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich  
8       Trust.
- 9       9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement  
10      will be binding on the Eliades Defendants, absent any specific agreement to be liable for the  
11      Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades  
12      Defendants to pay the Nanyah debt.
- 13     10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the  
14      case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as  
15      a general rule, sufficient to impose personal liability upon the assignee, unless by specific  
16      agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*  
17      *Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).<sup>1</sup>
- 18     11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a  
19      well-established rule that a party to a contract cannot relieve himself of his obligations by  
20      assigning the contract. Neither does it have the effect of creating a new liability on the part  
21      of the assignee, to the other party to the contract assigned, because the assignment does not  
22      bring them together, and consequently there cannot be a meeting of the minds essential to the  
23      formation of a contract.'" *Id.* at 933 (citation omitted).
- 24     12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement  
25      with the successors and assigns provision relied on by Nanyah, and even if they were, the  
26

---

27     <sup>1</sup> Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);  
28     *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-  
20 (Ill. Ct. App. 1986).

explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.

13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.

14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).

15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).

17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.

18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.

19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).

20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

### **ORDER**

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

///

///

///

///

///

For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for

Summary Judgment is DENIED.

DATED this 1 day of Oct., 2018.

Nancy L. Allie  
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By:

Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950  
*Attorneys for Plaintiff Nanyah Vegas, LLC*

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By:

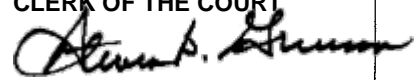
Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Defendants PETE ELIADES,  
THE ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101  
*Attorneys for Defendants Sig Rogich,  
Individually and as Trustee of the Rogich  
Family Irrevocable Trust, and Imitations,  
LLC*



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462  
JOSEPH A. LIEBMAN  
Nevada Bar No. 10125  
**BAILEY ♦ KENNEDY**  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
Facsimile: 702.562.8821  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com

*Attorneys for Defendants* PETE ELIADES, THE  
ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION FOR  
RECONSIDERATION**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

**ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION**

THIS MATTER came before the Court, in chambers, on July 10, 2018 on Nanyah Vegas, LLC's Motion for Reconsideration (the "Motion"). The Court, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

The Court may only reconsider a previous decision if the moving party introduces substantially different evidence or the decision is clearly erroneous. This Court previously entered summary judgment dismissing Nanyah's fifth claim for relief (fraudulent transfer) and seventh claim for relief (constructive trust). The internal accounting ledger submitted by Nanyah with its Motion does not support a ruling contrary to the Court's previous decision. It is ORDERED that the Motion is denied.

DATED this 8 day of Aug, 2018.

Nancy ZAH  
DISTRICT COURT JUDGE

AT

Submitted by:

BAILEY ♦ KENNEDY

By

[Signature]  
Dennis L. Kennedy, Esq.  
Joseph A. Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Judgment Creditor Peter Eliades*





**NEOJ (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
Facsimile: 702.562.8821  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com

*Attorneys for Defendants* PETE ELIADES, THE  
ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**NOTICE OF ENTRY OF ORDER  
DENYING NANYAH VEGAS, LLC'S  
MOTION FOR RECONSIDERATION**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

1                    **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S**  
2                    **MOTION FOR RECONSIDERATION**

3                    PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion for  
4                    Reconsideration was entered in the above-captioned action on August 10, 2018, a true and correct  
5                    copy of which is attached hereto.

6                    DATED this 13<sup>th</sup> day of August, 2018.

7                    BAILEY ♦ KENNEDY

8  
9                    By: /s/ Joseph A. Liebman

10                    DENNIS L. KENNEDY

11                    JOSEPH A. LIEBMAN

12                    *Attorneys for Defendants*

13                    PETE ELIADES, THE ELIADES

14                    SURVIVOR TRUST OF 10/30/08, TELD,

15                    LLC and ELDORADO HILLS, LLC

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY❖KENNEDY and that on the 13<sup>th</sup> day of August, 2018, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
**SIMONS LAW, PC**  
6490 So. McCarran Blvd., #20  
Reno, NV 89509

Email: mark@mgsimonslaw.com

*Attorneys for Plaintiff*  
NANYAH VEGAS, LLC

SAMUEL S. LIONEL, ESQ.  
**FENNEMORE CRAIG, P.C.**  
300 S. Fourth Street, Suite 1400  
Las Vegas, NV 89101

Email: slionel@fclaw.com

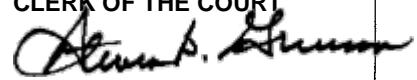
*Attorneys for Defendant*  
SIG ROGICH aka SIGMUND  
ROGICH, Individually and as  
Trustee of THE ROGICH FAMILY  
IRREVOCABLE TRUST, and  
IMITATIONS, LLC

CHARLES E. ("CJ") BARNABI JR.  
**COHEN JOHNSON PARKER  
EDWARDS**  
375 E. Warm Springs Road, Suite 104  
Las Vegas, NV 89119

Email: cj@cohenjohnson.com

*Attorneys for Plaintiffs*  
CARLOS A. HUERTA,  
individually and as Trustee of THE  
ALEXANDER CHRISTOPHER  
TRUST, and GO GLOBAL, INC.

/s/ Sharon L. Murnane  
Employee of BAILEY❖KENNEDY



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
Facsimile: 702.562.8821  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com

*Attorneys for Defendants* PETE ELIADES, THE  
ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
Corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C  
Dept. No. XXVII

**ORDER DENYING NANYAH VEGAS,  
LLC'S MOTION FOR  
RECONSIDERATION**

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

**ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION**

THIS MATTER came before the Court, in chambers, on July 10, 2018 on Nanyah Vegas, LLC's Motion for Reconsideration (the "Motion"). The Court, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

The Court may only reconsider a previous decision if the moving party introduces substantially different evidence or the decision is clearly erroneous. This Court previously entered summary judgment dismissing Nanyah's fifth claim for relief (fraudulent transfer) and seventh claim for relief (constructive trust). The internal accounting ledger submitted by Nanyah with its Motion does not support a ruling contrary to the Court's previous decision. It is ORDERED that the Motion is denied.

DATED this 8 day of Aug, 2018.

Nancy ZAH  
DISTRICT COURT JUDGE

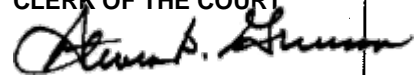
AT

Submitted by:

BAILEY ♦ KENNEDY

By

[Signature]  
Dennis L. Kennedy, Esq.  
Joseph A. Liebman, Esq.  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Judgment Creditor Peter Eliades*



**ORDR**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER PARTIALLY GRANTING  
SUMMARY JUDGMENT**

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as  
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),  
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,  
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be  
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich  
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and  
7 the Court having hearing argument and good cause appearing, does hereby set forth the  
8 undisputed material facts and the Court's legal determinations.

9 **RELEVANT FACTS**

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants  
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to  
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September  
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
18 Trust were filed more than four years after they accrued.

19 **LEGAL DETERMINATION**

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not  
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~  
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ AK FOR  
NLA

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary  
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.


2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of  
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,  
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6  
7 Nancy L. AEF  
8 DISTRICT COURT JUDGE  
9 AE

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: 

12 Mark Simons, Esq., Nevada Bar No. 5132  
13 6490 South McCarran Blvd., #20  
14 Reno, Nevada 89509  
mark@mgsimonslaw.com  
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This \_\_\_\_ day of \_\_\_\_, 2018

17 FENNEMORE CRAIG, P.C.

18 Samuel S. Lionel, Esq. NV Bar No. 1766  
19 Brenoch Wirthlin, Esq. NV Bar No. 10282  
20 300 S. Fourth Street, Suite 1400  
21 Las Vegas, NV 89101  
22 Tel: 702-692-8000  
23 Fax: 702-692-8099  
24 Attorneys for Sigmund Rogich, Individually and as Trustee of  
25 The Rogich Family Irrevocable Trust and Imitations, LLC  
26  
27  
28

///  
///



1 BAILEY KENNEDY

2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125

5 Dennis Kennedy, Esq., Nevada Bar No. 1462

6 8984 Spanish Ridge Avenue

7 Las Vegas, NV 89148

8 DKennedy@BaileyKennedy.com

9 JLiebman@BaileyKennedy.com

10 *Attorneys for Defendants Pete Eliades, individually, and as*

11 *Trustee of The Eliades Survivor Trust of 10/30/08*

12 *Teld, LLC and Eldorado Hills, LLC*

13

14

15

16

17

18

19

20

21

22

23

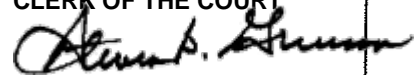
24

25

26

27

28



**ORDR**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING COUNTERMOTION  
FOR SUMMARY JUDGMENT AND  
DENYING NRCP 56(F) RELIEF**

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by  
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,  
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of  
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey  
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good  
6 cause appearing, does hereby find as follows:

- 7 1. Nanyah's Countermotion for Summary Judgment is denied.  
8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

10  
11 Nancy L. Alf  
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: Mark G. Simons

16 Mark Simons, Esq., Nevada Bar No. 5132  
17 6490 South McCarran Blvd., #20  
18 Reno, Nevada 89509  
19 mark@mgsimonslaw.com  
20 Attorney for Plaintiff Nanyah Vegas, LLC

21 Approved:

22 This \_\_\_\_ day of \_\_\_\_, 2018

23 FENNEMORE CRAIG, P.C.

24 Samuel S. Lionel, Esq. NV Bar No. 1766  
25 Brenoch Wirthlin, Esq. NV Bar No. 10282  
26 300 S. Fourth Street, Suite 1400  
27 Las Vegas, NV 89101  
28 Tel: 702-692-8000  
Fax: 702-692-8099

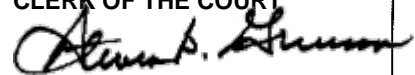
Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC

///  
///

1 BAILEY KENNEDY  
2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125  
5 Dennis Kennedy, Esq., Nevada Bar No. 1462  
6 8984 Spanish Ridge Avenue  
7 Las Vegas, NV 89148  
8 DKennedy@BaileyKennedy.com  
9 JLiebman@BaileyKennedy.com  
10 *Attorneys for Defendants Pete Eliades, individually, and as*  
11 *Trustee of The Eliades Survivor Trust of 10/30/08*  
12 *Teld, LLC and Eldorado Hills, LLC*  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**NEOJ**

Mark G. Simons, Esq., NSB No. 5132  
SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509  
Telephone: (775) 785-0088  
Facsimile: (775) 785-0087  
Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee  
of interests of GO GLOBAL, INC., a  
Nevada corporation; NANYAH VEGAS,  
LLC, A Nevada limited liability company,

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES I-X; and/or  
ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_  
NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADAS, individually  
and as Trustee of the The Eliades  
Survivor Trust of 10/30/08; SIGMUND  
ROGICH, individually and as Trustee of  
The Rogich Family Irrevocable Trust;  
IMITATIONS, LLC, a Nevada limited  
liability company; DOES I-X; and/or ROE  
CORPORATIONS I-X, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

**NOTICE OF ENTRY OF ORDERS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**NOTICE OF ENTRY OF ORDERS**

PLEASE TAKE NOTICE THAT on May 17, 2018, an Order Denying  
Counter-motion for Summary Judgment and Denying NRCP 56(f) Relief was entered by  
the Honorable Nancy L. Alf and filed with this Court on May 22, 2018 in this matter. A  
true and correct copy of the Order is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE THAT on May 17, 2018, an Order Partially  
Granting Summary Judgment was entered by the Honorable Nancy L. Alf and filed with  
this Court on May 22, 2018 in this matter. A true and correct copy of the Order is  
attached hereto as **Exhibit 2**.

**AFFIRMATION**: This document does not contain the social security number of  
any person.

DATED this 22<sup>nd</sup> day of May, 2018.

SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509



MARK G. SIMONS  
*Attorney for Nanyah Vegas, LLC*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

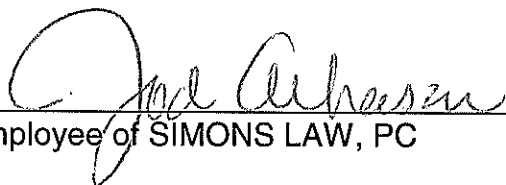
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of  
SIMONS LAW, PC and that on this date I caused to be served a true copy of the  
**NOTICE OF ENTRY OF ORDERS** on all parties to this action via the Odyssey E-

Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
Brandon McDonald	<a href="mailto:brandon@mcdonaldlayers.com">brandon@mcdonaldlayers.com</a>
Bryan A. Lindsey	<a href="mailto:bryan@nvfirm.com">bryan@nvfirm.com</a>
Charles Barnabi	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
Christy Cahall	<a href="mailto:christy@nvfirm.com">christy@nvfirm.com</a>
Lettie Herrera	<a href="mailto:lettie.herrera@andrewleavittlaw.com">lettie.herrera@andrewleavittlaw.com</a>
Rob Hernquist	<a href="mailto:rhernquist@lionelsawyer.com">rhernquist@lionelsawyer.com</a>
Samuel A. Schwartz	<a href="mailto:sam@nvfirm.com">sam@nvfirm.com</a>
Samuel Lionel	<a href="mailto:slionel@fclaw.com">slionel@fclaw.com</a>
CJ Barnabi	<a href="mailto:cj@cohenjohnson.com">cj@cohenjohnson.com</a>
H S Johnson	<a href="mailto:calendar@cohenjohnson.com">calendar@cohenjohnson.com</a>
Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 22 day of May, 2018.

  
Employee of SIMONS LAW, PC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

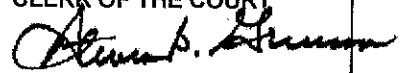
**EXHIBIT LIST**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Order Denying Countermotion	3
2	Order Partially Granting Summary Judgment	4



# EXHIBIT 1

# EXHIBIT 1



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132  
3 SIMONS LAW, PC  
4 6490 S. McCarran Blvd., #20  
5 Reno, Nevada, 89509  
6 Telephone: (775) 785-0088  
7 Facsimile: (775) 785-0087  
8 Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

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

12 **CARLOS A. HUERTA**, an individual;  
13 **CARLOS A. HUERTA** as Trustee of **THE**  
14 **ALEXANDER CHRISTOPHER TRUST**, a  
15 Trust established in Nevada as assignee of  
16 interests of **GO GLOBAL, INC.**, a Nevada  
17 corporation; **NANYAH VEGAS, LLC**, A  
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 **SIG ROGICH** aka **SIGMUND ROGICH** as  
22 Trustee of The Rogich Family Irrevocable  
23 Trust; **ELDORADO HILLS, LLC**, a Nevada  
24 limited liability company; **DOES I-X**; and/or  
25 **ROE CORPORATIONS I-X**, inclusive,

26 Defendants.

27 **NANYAH VEGAS, LLC**, a Nevada limited  
28 liability company,

Plaintiff,

v.

**TELD, LLC**, a Nevada limited liability  
company; **PETER ELIADES**, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; **SIGMUND ROGICH**, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; **IMITATIONS, LLC**, a  
Nevada limited liability company; **DOES I-X**;  
and/or **ROE CORPORATIONS I-X**, inclusive,

Defendants.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**ORDER DENYING COUNTERMOTION  
FOR SUMMARY JUDGMENT AND  
DENYING NRCP 56(F) RELIEF**

**CONSOLIDATED WITH:**

**CASE NO.: A-16-746239-C**

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by  
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,  
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of  
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey  
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good  
6 cause appearing, does hereby find as follows:

7 1. Nanyah's Countermotion for Summary Judgment is denied.

8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

10  
11 Nancy L. Alf  
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: Mark Simons

16 Mark Simons, Esq., Nevada Bar No. 5132  
17 6490 South McCarran Blvd., #20  
18 Reno, Nevada 89509  
19 mark@mgsimonslaw.com  
20 Attorney for Plaintiff Nanyah Vegas, LLC

21 Approved:

22 This \_\_\_\_ day of \_\_\_\_, 2018

23 FENNEMORE CRAIG, P.C.

24 Samuel S. Lionel, Esq. NV Bar No. 1766  
25 Brenoch Wirthlin, Esq. NV Bar No. 10282  
26 300 S. Fourth Street, Suite 1400  
27 Las Vegas, NV 89101  
28 Tel: 702-692-8000  
Fax: 702-692-8099

Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC

///  
///

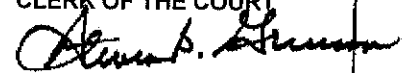
1  
2 BAILEY KENNEDY

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125  
5 Dennis Kennedy, Esq., Nevada Bar No. 1462  
6 8984 Spanish Ridge Avenue  
7 Las Vegas, NV 89148  
8 DKennedy@BaileyKennedy.com  
9 JLiebman@BaileyKennedy.com  
10 Attorneys for Defendants Pete Eliades, individually, and as  
11 Trustee of The Eliades Survivor Trust of 10/30/08  
12 Teld, LLC and Eldorado Hills, LLC  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT 2**

**EXHIBIT 2**



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132  
3 SIMONS LAW, PC  
4 6490 S. McCarran Blvd., #20  
5 Reno, Nevada, 89509  
6 Telephone: (775) 785-0088  
7 Facsimile: (775) 785-0087  
8 Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 CARLOS A. HUERTA, an individual;  
13 CARLOS A. HUERTA as Trustee of THE  
14 ALEXANDER CHRISTOPHER TRUST, a  
15 Trust established in Nevada as assignee of  
16 interests of GO GLOBAL, INC., a Nevada  
17 corporation; NANYAH VEGAS, LLC, A  
18 Nevada limited liability company,

19 Plaintiffs,

20 v.

21 SIG ROGICH aka SIGMUND ROGICH as  
22 Trustee of The Rogich Family Irrevocable  
23 Trust; ELDORADO HILLS, LLC, a Nevada  
24 limited liability company; DOES I-X; and/or  
25 ROE CORPORATIONS I-X, inclusive,

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited  
28 liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of the Eliades Survivor Trust of  
10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

ORDER PARTIALLY GRANTING  
SUMMARY JUDGMENT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as  
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),  
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,  
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be  
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich  
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and  
7 the Court having hearing argument and good cause appearing, does hereby set forth the  
8 undisputed material facts and the Court's legal determinations.

### 9 RELEVANT FACTS

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants  
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to  
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September  
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
18 Trust were filed more than four years after they accrued.

### 19 LEGAL DETERMINATION

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not  
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~  
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ AV FOR NLA

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary  
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.


2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of  
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,  
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6  
7 Nancy L. AEF  
8 DISTRICT COURT JUDGE  
9 AEF

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: 

12 Mark Simons, Esq., Nevada Bar No. 5132  
13 6490 South McCarran Blvd., #20  
14 Reno, Nevada 89509  
mark@mgsimonslaw.com  
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This \_\_\_\_\_ day of \_\_\_\_\_, 2018

17 FENNEMORE CRAIG, P.C.

18 Samuel S. Lionel, Esq. NV Bar No. 1766  
19 Brenoch Wirthlin, Esq. NV Bar No. 10282  
20 300 S. Fourth Street, Suite 1400  
21 Las Vegas, NV 89101  
22 Tel: 702-692-8000  
23 Fax: 702-692-8099

24 Attorneys for Sigmund Rogich, Individually and as Trustee of  
25 The Rogich Family Irrevocable Trust and Imitations, LLC

26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BAILEY KENNEDY

By:

Joseph Liebman, Esq., Nevada Bar No. 10125  
Dennis Kennedy, Esq., Nevada Bar No. 1462  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

PHINEMORI CRAIG

LAS VEGAS

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**May 14, 2014**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**May 14, 2014      9:30 AM      Motion for Leave**

**HEARD BY:** Alf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:** Anderson, Steven C      Attorney

**JOURNAL ENTRIES**

- Mr. Anderson advised he has exchanged emails with opposing counsel he is not opposed to the motion. There being good grounds and no opposition, COURT ORDERED, Defendants' Motion for Leave to File an Amended Answer on an Order Shortening time GRANTED. Order provided to the Court.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**September 11, 2014**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**September 11, 2014    10:30 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:**      Lionel, Samuel S.      Attorney  
                 McDonald, Brandon B      Attorney

**JOURNAL ENTRIES**

- DEFENDANT ELDORADO HILLS LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT

Arguments by counsel regarding motion for partial summary judgment and counter-motion for partial summary judgment. Court noted it rarely considers counter-motions. Court stated its findings and ORDERED, Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment DENIED WITHOUT PREJUDICE as Court declined to hear the counter-motion; Defendant Eldorado Hills LLC's Motion for Partial Summary Judgment GRANTED. Mr. Lionel to prepare the order and submit it to opposing counsel for approval as to form and content.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**September 26, 2014**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**September 26, 2014    9:00 AM**

**All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Patti Slattery

**REPORTER:**

**PARTIES**

**PRESENT:**      Lionel, Samuel S.      Attorney  
                 McDonald, Brandon B      Attorney

**JOURNAL ENTRIES**

- Pltfs' Motion to Continue Trial and Discovery on an OST ..... Defts' Motion to Compel Discovery Responses on OST

Mr. Lionel stated Summary Judgment was Granted September 11, 2014 on the issue in Motion to Compel. COMMISSIONER RECOMMENDED, Defts' Motion to Compel Discovery Responses is OFF CALENDAR. Argument by Mr. McDonald; for walking away from his interest in the Company, Deft received approximately \$680,000 and a Company transferred to him with a valuable piece of property. Mr. McDonald requested to conduct discovery and depositions. Argument by Mr. Lionel.

Mr. McDonald has not reviewed documents recently provided (one month after discovery closed). Commissioner advised counsel anyone who engages in discovery outside the deadline does so at their own peril. Colloquy re: the Mosley factors.

COMMISSIONER RECOMMENDED, Pltfs' Motion to Continue Trial and Discovery is DENIED WITHOUT PREJUDICE; 11/3/14 Trial date STANDS; if the Trial does not move forward, Commissioner will look at the issue again.

Mr. Lionel to prepare the Report and Recommendations, and Mr. McDonald to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Lionel to appear at status check hearing to report on the Report and Recommendations.

10/24/14 11:00 a.m. Status Check: Compliance

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 08, 2014**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**October 08, 2014      10:30 AM      All Pending Motions**

**HEARD BY:** Alf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Shelly Landwehr

**RECORDER:** Sandra Pruchnic

**REPORTER:**

**PARTIES**

**PRESENT:**      Huerta, Carlos      Plaintiff  
Lionel, Samuel S.      Attorney  
McDonald, Brandon B      Attorney  
Schwartz, Samuel A.      Attorney

**JOURNAL ENTRIES**

- DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TREUST'S MOTIONFOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S OPPOSITION TO DEFENDANTS MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARYJUDGMENT...PLAINTIFF'S MOTIONTO CONTINUE TRIAL ON AN ORDER SHORTENING TIME

Mr. noted Mr. McDonald was bankruptcy approved and had been retained in this matter. Court so noted.

Mr. Lionel argued in support of his motion stating Defendant had made misrepresentations before the bankruptcy court that they had no claim and now they are before this Court saying there is a claim, and that calls for judicial estoppel. Mr. Lionel argued regarding what judicial estoppel is intended for. Mr. Lionel further argued case law and cited several cases in open court. Lastly, Mr. Lionel argued regarding the requirement of a debtor to file a schedule of assets under oath, and stated the filed document omitted any claim against Rogich Trust.

Upon Court's inquiry, Mr. Lionel argued Sig Rogich is not a party; the trust is a different entity and stated there was an original plan and three amendments but no claim or potential claim against Rogich Trust. The affidavit filed by Mr. Huerta was not true and accurate. Colloquy regarding the assignment of this claim and whether the Rogich Trust is bound by anything in the plan.

Mr. Schwartz argued the claim against Mr. Rogich is disclosed as an asset; and there are amendments to those schedules that came out throughout the course of the case; however, there is nothing that takes Mr. Rogich out. Court inquired regarding disclosure statements and that no claim was made that Defendant would try and collect receivables, and the creditors were not on notice of that. Mr. Schwartz argued that is not what is required from a disclosure statement, you don't have to disclose to the Courts about a receivable that may have to be litigated to collect. Mr. Schwartz further argued regarding the difference between the case referenced by Mr. Lionel and the facts in this case. Lastly, Mr. Schwartz stated there is an asset that is clearly disclosed in the schedules and no one has stated they weren't aware of the bankruptcy or didn't know they were listed as an asset.

Upon Court's inquiry regarding what it believed to be bankruptcy law with respect to the necessity of a disclosure statement, Mr. Schwartz stated there was a creditors plan drafted in which Mr. Huerta was a creditor and the law says you have a right to pursue it as a cause of action. Court stated there is no reference to this lawsuit, no mention of this receivable.

Mr. Schwartz responded there was a reference to some collection activities that had to occur and there was a proposed plan that was 100% to the creditors based on the collection of those assets and they were aware Mr. Huerta had to collect on assets to pay his creditors. Further, there was no concealment, there is no fraud, and Mr. Rogich can't say he was not on notice. Defense admitted they were aware of the bankruptcy and admitted they received land. Court inquired as to why Go Global assigned the right to collect to someone else and noted it was not disclosed in any the bankruptcy court filings.

Following further arguments by Mr. Lionel, COURT ORDERED, motion GRANTED. Mr. Lionel to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 24, 2014**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**October 24, 2014      11:00 AM      Status Check: Compliance**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Richard Kangas

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- COMMISSIONER RECOMMENDED, Defense counsel is relieved from preparing the Report and Recommendation based on settlement of case (letter dated Oct. 15, 2014); matter is OFF CALENDAR.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of:

Mr. Lionel - Lionel, S, C



January 15, 2015

May 14, 2014

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****March 22, 2016**

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
    vs.  
    Eldorado Hills LLC, Defendant(s)

<b>March 22, 2016</b>	<b>3:00 AM</b>	<b>Minute Order</b>	<b>Minute Order: Status Check: Status of Case set 3/24/2016 VACATED</b>
-----------------------	----------------	---------------------	---

**HEARD BY:** Allf, Nancy**COURTROOM:** No Location**COURT CLERK:** Nicole McDevitt**RECORDER:****REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review that on February 22, 2016 set a Status Check for March 24, 2016 at 9:30 a.m. to ascertain the status of the case following the Nevada Supreme Court s Order of Reversal and Remand.

COURT FURTHER FINDS after review that on February 22, 2016 Plaintiffs filed a Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Motion ).

COURT ORDERS for good cause appearing and after review that the STATUS CHECK set on MOTIONS CALENDAR on March 24, 2016 at 9:30 a.m. is VACATED; as the Motion has been filed, the Status Check is unnecessary.

CLERK'S NOTE: A copy of this minute order was faxed to: Brandon B. McDonald, Esq. (702-385-2741) and Samuel S. Lionel, Esq. (702-692-8099).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 23, 2016**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

<b>March 23, 2016</b>	<b>3:00 AM</b>	<b>Minute Order</b>	<b>Minute Order: Matters set on 3/29/2016 chambers calendar and 5/10/2016 chambers calendar.</b>
-----------------------	----------------	---------------------	--

**HEARD BY:** Alf, Nancy

**COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review that on February 22, 2016 Plaintiffs filed a Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Motion ) and the matter was set for Chambers Calendar on March 29, 2016.

COURT FURTHER FINDS after review that on March 22, 2016 Plaintiffs filed an Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment ( Application ) and the matter was set for Chambers Calendar on May 10, 2016.

COURT FURTHER FINDS after review that oral argument is appropriate, so the Court will set Oral Argument on Plaintiffs Motion. COURT FURTHER FINDS after review that the Motion is fully briefed.

COURT ORDERS for good cause appearing and after review Plaintiffs Motion for Reconsideration or

Relief from Order Granting Motion for Partial Summary Judgment set for CHAMBERS CALENDAR on March 29, 2016 in CONTINUED to MOTIONS CALENDAR on April 20, 2016 at 10:30 a.m. for Oral Argument. COURT FURTHER ORDERS for good cause appearing and after review the Hearing on CHAMBERS CALENDAR set for May 10, 2016 is VACATED.

CLERK'S NOTE: A copy of this minute order was faxed to: Brandon B. McDonald, Esq. (702-385-2741) and Samuel S. Lionel, Esq. (702-692-8099).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**April 20, 2016**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**April 20, 2016      10:30 AM      Motion For  
Reconsideration**

**HEARD BY:** Allf, Nancy

**COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment DENIED. Mr. Lionel to prepare the order and submit it to opposing counsel for approval

**July 21, 2017**

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

May 14, 2014

to discuss deadlines.

COMMISSIONER RECOMMENDED, within two weeks, Mr. Simons must provide dates for deposition. Commissioner will not grant a two day, 14 hour deposition without more information; take deposition for one day, 7 hours and try to reach an agreement on the record. Colloquy re: 25 additional Interrogatories for each side. Opposition by Mr. Simons. Commissioner requested Mr. Simons check his office email service. COMMISSIONER RECOMMENDED, Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories is GRANTED IN PART; Protective Order is GRANTED; deposition of Mr. Harlap must be completed before by 9-29-17. Mr. Simons has 10-9-17 through 10-13-17 open for deposition. Mr. Lionel would like to get the deposition taken. COMMISSIONER RECOMMENDED, Countermotion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories is GRANTED IN PART; complete deposition in two days, 14 hours on or before 10-13-17 (efficient use of time); Interrogatories are limited to 40 at this time, therefore, Leave to Serve 25 Additional Interrogatories is DENIED; Extend Time to Respond to Interrogatories is DENIED WITHOUT PREJUDICE.

COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 3-15-18; adding parties, amended pleadings, and initial expert disclosures due 12-15-17; rebuttal expert disclosures due 1-17-18; file dispositive motions by 4-16-18; Trial ready 5-29-18. Commissioner gave deadlines counsel agreed to in the JCCR; as of today discovery is open. Commissioner is available by conference call or file a Motion. Mr. Simons to prepare the Report and Recommendations, and Mr. Lionel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**December 15, 2017**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**December 15, 2017      9:30 AM      Motion to Compel**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Marwanda Knight

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- COMMISSIONER stated it received a faxed copy of the deposition transcript of Yoav Harlap; noted review of the Motion and stated that the responses are not appropriate. Arguments by counsel. COMMISSIONER directed counsel to have a meet and confer to discuss the supplemental interrogatories and provide the Commissioner with a complete full set of the initial and supplemental answers to those interrogatories, which will be Pltf's responsibility to do so.

COMMISSIONER RECOMMENDED Motion CONTINUED for IN CHAMBERS CONFERENCE to Thursday, January 11, 2018 at 10:00 a.m. to review the answers to the interrogatories to ascertain whether each answer is sufficient. Counsel to work together to develop a list of discovery that was not properly answered to provide to the Commissioner.

COMMISSIONER directed Mr. Lionel to bring a Court Reporter to have a record of the in chamber proceedings.

CONTINUED TO: 01/11/2018 10:00 AM (IN CHAMBERS CONFERENCE)



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**January 23, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**January 23, 2018      10:30 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Lionel, Samuel S.      Attorney  
                         Shanks, Therese M.      Attorney

**JOURNAL ENTRIES**

- Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel ..... Defendants' Motion to Compel

Colloquy re: Rule 26(d). Commissioner advised Pltf's counsel it was not proper to file the Motion. COMMISSIONER RECOMMENDED, Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel is DENIED as Commissioner already ruled in part on the validity of the Motion when counsel appeared last time. Commissioner gave time for counsel to have a 2.34 meet and confer, resolve what they could, and bring a list of outstanding discovery chambers conference. Argument by Ms. Shanks. Commissioner needs a list of outstanding discovery, and a record with Javs is needed in this case.

Mr. Lionel stated 95 percent of Defts' discovery has been done. COMMISSIONER RECOMMENDED, a 2.34 conference is REQUIRED unless counsel already conducted one; file a supplemental brief by 2-5-18; Defendants' Motion to Compel is CONTINUED; Nanyah Vegas, LLC's Motion to Compel on 2-7-18 is CONTINUED to 1:00 p.m. Mr. Lionel to prepare the Report and Recommendations, and Ms.

Shanks to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

2-7-18 1:00 a.m. Defendants' Motion to Compel

2-7-18 1:00 a.m.

Nanyah Vegas, LLC's Motion to Compel Defts Responses to Request for Production and Interrogatories

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 07, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**March 07, 2018      9:00 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie      **COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- COURT CALL - Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories

Opposition to Motion to Compel and Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed

Defendants' Motion to Compel

Mr. Lionel stated counsel met and conferred on 3-6-18, and Plaintiff agreed to provide meaningful answers to Interrogatories within 30 days. Mr. Simons stated extensive responses were received, and Plaintiff agreed to Withdraw the Motion to Compel. Upon agreement by counsel, COMMISSIONER RECOMMENDED, supplements due and exchanged by 4-9-18; Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories is WITHDRAWN by Mr. Simons. Colloquy re: modifying discovery deadlines. 6-25-18 Trial date. Motion for Summary Judgment on Statute of Limitations set 4-18-18.

COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 6-1-18; adding parties and amended pleadings are CLOSED; initial expert disclosures DUE 4-2-18; rebuttal expert disclosures DUE 4-30-18; file dispositive motions by 6-1-18 on OST. COMMISSIONER RECOMMENDED, Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed is GRANTED; Commissioner ALLOWED Admissions served five days late DEEMED TIMELY; both sets of Admissions are DEEMED TIMELY (Rogich and Eliades); Defendants Motion to Compel is OFF CALENDAR based on additional 30 days as agreed to by counsel. Mr. Lionel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**April 18, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**April 18, 2018      10:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- MOTION FOR SUMMARY JUDGMENT...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S JOINDER TO MOTION FOR SUMMARY JUDGMENT...SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS LLC'S JOINDER TO DEFENDANTS PETER ELIADES INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES TRUST OF 10/30/08 ELDORADO HILLS LLC AND TELD'S JOINDER TO MOTION FOR SUMMARY JUDGMENT...OPPOSITION TO MOTION FOR SUMMARY JUDGMENT; COUNTERMOTION FOR SUMMARY JUDGMENT; AND COUNTERMOTION FOR NRCP 56(F) RELIEF

Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, Defendant's Motion for Summary Judgment GRANTED IN PART as to fraudulent conveyance and constructive trust; DENIED IN PART in all other respects. COURT FURTHER ORDERED, Plaintiff's Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief DENIED. Mr. Lionel to prepare the order. Colloquy regarding the Court's trial calendar. Court directed parties to see if they can agree to

the length of the trial, whether or not it will be a jury trial, and provide their availability for trial through the end of the year and Court will set a firm trial setting.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**May 17, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**May 17, 2018      9:30 AM      Motion to Continue Trial**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- Nanyah Vegas LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time DENIED, however Court will set trial date certain, counsel to provide their availability to Court by May 25, 2018, Motions in limine set in June VACATED and to be RESET about two weeks before trial, based on availability. Colloquy regarding competing orders from last hearing. Court directed parties to send competing orders and it would sign one if it can, it not then Court will convene a telephonic so they can discuss the terms in dispute.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 10, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**July 10, 2018**

**3:00 AM**

**All Pending Motions**

**HEARD BY:** Alf, Nancy

**COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- MOTION TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT  
DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH  
FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S MOTION FOR RECONSIDERATION

COURT FINDS after review on June 4, 2018 Nanyah Vegas, LLC ( Nanyah ) filed a Motion to Reconsider Order Partially Granting Summary Judgment ( Nanyah Motion to Reconsider ). On June 14, 2018, Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Trust, and Imitations, LLC ( Rogich Defendants ) filed an Opposition, to which Defendants Peter Eliades, the Eliades Survivor Trust of 10/30/08, Teld LLC, and Eldorado Hills, LLC ( Eliades Defendants ) joined on June 21, 2018. Nanyah filed a Reply on June 25, 2018. The matter being fully briefed, and based on the papers and pleadings on file, the matter is deemed submitted.

COURT FURTHER FINDS after review on June 5, 2018 the Rogich Defendants filed Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC s Motion for Reconsideration ( Rogich Motion for Reconsideration ), to which the Eliades Defendants joined on June 14, 2018. Nanyah filed an Opposition on June 25, 2018, and the Rogich Defendants filed a Reply on July 2, 2018. The matter being fully briefed, and based on the papers and pleadings on file, the matter is deemed submitted.



COURT FURTHER FINDS after review The Court may only reconsider a previous decision if the moving party introduces substantially different evidence . . . or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741 (1997). Further, [o]nly in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted. *Moore v. City of Las Vegas*, 92 Nev. 402, 405 (1976).

COURT FURTHER FINDS after review in relation to the Nanyah Motion to Reconsider, the internal accounting ledger submitted does not support a ruling contrary to the Court s previous decision.

COURT FURTHER FINDS after review in relation to the Rogich Motion for Reconsideration, the Court already considered the evidence submitted, including the exhibits and deposition testimony of Mr. Harlap, and thus it does not support a ruling contrary to the Court s previous decision.

THEREFORE, COURT ORDERS for good cause appearing and after review, both the Nanyah Motion to Reconsider, and the Rogich Motion for Reconsideration are hereby DENIED. Movants to submit the orders in compliance with EDCR 7.21.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 7/16/2018

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 20, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**July 20, 2018**

**3:00 AM**

**Minute Order**

**Minute Order:  
Motion for Leave to  
File Nanyah Vegas  
LLC's Opposition to  
Eliades Defendant's  
Motion for Summary  
Judgment and  
Countermotion for  
Summary Judgment  
in Excess of Thirty  
(30) Pages set  
7/25/2018 GRANTED  
and VACATED**

**HEARD BY:** Allf, Nancy

**COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review on June 19, 2018 Plaintiff Nanyah Vegas, LLC filed a Motion for Leave to File Nanyah Vegas, LLC s Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages ( Motion ), and hearing was set for July 25, 2018 at 9:00 a.m. on Motions Calendar.

COURT FURTHER FINDS after review the Certificate of Service indicates the Motion was electronically served on all parties on June 19, 2018.

PRINT DATE: 10/29/2019

Page 25 of 53

Minutes Date:

May 14, 2014

COURT FURTHER FINDS after review no oppositions to the Motion have been filed.

COURT FURTHER FINDS after review EDCR 2.20(e) provides in relevant part: Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.

COURT FURTHER FINDS after review the Court regularly grants similar motions so long as the page extension is reasonable. COURT FURTHER FINDS after review the proposed pleading is 39 pages, which the Court finds reasonable for the type of motion and case.

COURT ORDERS for good cause appearing and after review pursuant to EDCR 2.20(e) and the merits of the Motion, Plaintiff Nanyah Vegas, LLC s Motion for Leave to File Nanyah Vegas, LLC s Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages is GRANTED. Hearing set for July 25, 2018 at 9:00 a.m. on Motions Calendar is VACATED. Movant to submit the order in compliance with EDCR 7.21.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**July 26, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**July 26, 2018      10:30 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR SUMMARY JUDGMENT...OPPOSITION TO ELIADES DEFENDANTS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT...OPPOSITION TO ELDORADO HILLS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT...DEFENDANT'S MOTION FOR EXPEDITED HEARING ON PENDING MOTION IN LIMINE ON ORDER SHORTENING TIME...MOTION TO STRIKE COUNTERMOTION

Arguments by Mr. Liebman and Mr. Simon regarding the merits of and opposition to the Motion for Summary Judgment and the Countermotion for Summary Judgment. Court stated its findings and ORDERED, Defendant Eldorado Hills, LLC's Motion for Summary Judgment DENIED; Opposition to Eldorado Hills Motion for Summary Judgment and Countermotion for Summary Judgment DENIED.

Arguments by Mr. Liebman and Mr. Simons regarding the merits of and opposition to the Motion for Summary Judgment and the Countermotion for Summary Judgment. COURT ORDERED,

Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment UNDER ADVISEMENT; Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment UNDER ADVISEMENT; matter SET on chambers calendar for decision.

Arguments by Mr. Lionel regarding expediting the hearing. COURT ORDERED, Defendant's Motion for Expedited Hearing on Pending Motion In Limine on order Shortening Time GRANTED, parties to provide availability for dates in October for a two hour hearing; Motion to Strike Countermotion DENIED. Court stated they will confer to set deadlines on the motions in limine. Court directed counsel to confer with Court's Judicial Executive Assistant.

8/7/2018 (CHAMBERS) DECISION: DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO ELIADES DEFENDANTS MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**August 07, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**August 07, 2018      3:00 AM      Decision**

**HEARD BY:** Allf, Nancy      **COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review on July 26, 2018 the Court heard argument on Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC s Motion for Summary Judgment ( Motion ), as well as on Plaintiff Nanyah Vegas, LLC s Countermotion for Summary Judgment ( Countermotion ) and the Court took both matters under advisement. The Court set a Status Check on August 7, 2018 on Chambers Calendar to issue a decision or otherwise inform the parties of when they could expect one.

COURT FURTHER FINDS after review based on the pleadings and papers on file, as well as arguments of counsel, the matter is deemed submitted, and COURT ORDERS the Motion is GRANTED and the Countermotion is DENIED.

COURT FURTHER FINDS after review The fact that a contract or agreement contains a provision, as in the case at bar, binding the successors, heirs, and assigns of the parties hereto, is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916).

COURT FURTHER FINDS after review An assignment cannot shift the assignor's liability to the

assignee, because it is a well established rule that a party to a contract cannot relieve himself of his obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916).

COURT FURTHER FINDS after review on October 30, 2008 The Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado Hills via a Purchase Agreement. Section 4 of the Purchase Agreement reads in part: Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer s obligation. . . . The Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000.00 investment.

COURT FURTHER FINDS after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08 specifically agreed to assume those obligations from The Rogich Family Irrevocable Trust. The language indicating the Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties hereto, absent any specific agreement, is not itself sufficient to impose liability on Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08. And deposition testimony to the contrary does not impose a duty that the law or contractual relations do not otherwise impose. Accordingly, these Defendants are entitled to summary judgment on the contract-related claims and remedies, as well as for Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing.

COURT FURTHER FINDS after review [C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort. Cadle Co. v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15 (2015).

COURT FURTHER FINDS after review Agents and employees of a corporation cannot conspire with their corporate principal or employer where they act in their official capacities on behalf of the corporation and not as individuals for their individual advantage. Collins v. Union Fed. Sav. & Loan Ass'n, 99 Nev. 284, 303 (1983).

COURT FURTHER FINDS after review the intracorporate conspiracy doctrine does not apply to this case because the claim does not involve the Defendants conspiring with Eldorado Hills.

COURT FURTHER FINDS after review Plaintiff s theory of Conspiracy is that it arises relating to the transactions whereby these defendants obtained membership interests in Eldorado subject to repayment obligations owed to Nanyah and these defendants pursuing their own individual advantages seeking to interfere with the return of Nanyah s investment in Eldorado. See Opposition p. 29.

COURT FURTHER FINDS after review as discussed above, because there is no evidence these

Defendants assumed the liability to repay Nanyah Vegas, LLC's investment, there is no unlawful objective necessary to support a claim for Conspiracy. Accordingly, these Defendants are entitled to summary judgment on Conspiracy.

THEREFORE COURT ORDERS for good cause appearing and after review for the reasons discussed above Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment is GRANTED, and Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment is DENIED. Movant to prepare and submit detailed findings of fact and conclusions of law.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 8/8/2018



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**September 27, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**September 27, 2018      10:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Marshall, Janiece S      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- MOTION FOR REHEARING...NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS

Arguments by Mr. Lionel and Mr. Simons regarding the merits of and opposition to the motion and countermotion. COURT ORDERED, Motion for Rehearing and Nanyah Vegas LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs TAKEN UNDER ADVISEMENT and set on chambers calendar for decision. Court stated it was its intent to deny the motion however, Court will take another look at the timeline. Further arguments by Mr. Lionel. Court stated it will review the matter and if it grants the motion to rehear then it will give parties a chance to argue.

10/9/2018 (CHAMBERS) DECISION: MOTION FOR REHEARING; NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 05, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**October 05, 2018      3:00 AM      Decision**

**HEARD BY:** Alf, Nancy      **COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review that on June 5, 2018 the Rogich Defendants filed Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC s Motion for Reconsideration seeking reconsideration of the Court s May 22, 2018 Order Partially Granting Summary Judgment.

COURT FURTHER FINDS after review that the Notice of Entry of the Court s Order Denying Motion for Reconsideration was filed on July 26, 2018.

COURT FURTHER FINDS after review that on August 17, 2018 the Rogich Defendants filed the Motion for Rehearing seeking reconsideration of the Court s May 22, 2018 Order Partially Granting Summary Judgment and July 24, 2018 Order Denying Motion for Reconsideration.

COURT FURTHER FINDS after review that on September 4, 2018, Nanyah Vegas, LLC s Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs ( Countermotion ) was filed with the Court seeking attorney s fees and costs pursuant to NRS 7.085.

COURT FURTHER FINDS after review that the Court heard oral arguments on the Motion for Rehearing on September 27, 2018. The Court took the matter under submission and set a Status Check

for October 9, 2018 on Chambers Calendar for the Court to release a Decision on the Motion for Rehearing.

COURT FURTHER FINDS after review [t]he Court may only reconsider a previous decision if the moving party introduces substantially different evidence . . . or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741 (1997). Further, [o]nly in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted. *Moore v. City of Las Vegas*, 92 Nev. 402, 405 (1976).

COURT FURTHER FINDS after review that the Court already considered the evidence submitted with the Motion for Rehearing, including the exhibits and deposition testimony of Mr. Harlap, and thus it does not support a ruling contrary to the Court s previous decision.

COURT FURTHER FINDS after review that EDCR 5.512(a) states in pertinent part that a party seeking reconsideration and/or rehearing of a ruling (other than an order that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59, or 60), must file a motion for such relief within 14 calendar days after service of notice of entry of the order unless the time is shortened or enlarged by order.

COURT FURTHER FINDS after review that EDCR 2.24(b) states in pertinent part that a party seeking reconsideration of a ruling of the court, other than any order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60, must file a motion for such relief within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order.

COURT FURTHER FINDS after review that pursuant to both EDCR 2.24 and EDCR 5.512, the Motion for Rehearing is also untimely.

THEREFORE, COURT ORDERS for good cause appearing and after review, that because it has failed to introduce substantially different evidence or establish that the Court s previous decision is clearly erroneous, and because the Motion for Rehearing is untimely pursuant to EDCR 2.24 and EDCR 5.512, the Rogich Defendants Motion for Rehearing is hereby DENIED. COURT FURTHER ORDERS for good cause appearing and after review that Plaintiff s Countermotion seeking an award of fees and costs pursuant to NRS 7.085 is hereby DENIED.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**October 10, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**October 10, 2018      10:30 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney  
                         Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- NANYAH VEGAS, LLC'S MOTION IN LIMINE #1 RE: ELDORADO HILLS, LLC BOUND BY ADMISSIONS AND STATEMENTS OF ITS MANAGING MEMBER...NANYAH VEGAS, LLC'S MOTION IN LIMINE #2 RE: NRS 47.240(2) MANDATES FINDING THAT NANYAH VEGAS, LLC INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC...NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE: DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT...NANYAH VEGAS, LLC'S MOTION IN LIMINE #4 YOAV HARLAP'S PERSONAL FINANCIALS...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S JOINDER TO MOTION IN LIMINE TO LIMIT TRIAL TESTIMONY OF YOAV HARLAP AT TRIAL...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE TO PRECLUDE ANY ARGUMENT THAT ELDORADO HILLS, LLC IS BOUND BY ANY TESTIMONY OR STATEMENTS BY CARLOS HUERTA FOLLOWING HIS RESIGNATION AS AN ELDORADO HILLS, LLC MANAGER...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE TO PRECLUDE ANY ARGUMENT THAT ELDORADO HILLS, LLC IS BOUND BY ANY CONTRACTUAL RECITALS, STATEMENTS, OR LANGUAGE...DEFENDANT ELDORADO HILLS, LLC'S MOTION IN LIMINE

TO PRECLUDE ANY EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC

Following arguments by counsel, Court stated findings and ruled as follows.

As to Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member, COURT ORDERED, motion DENIED.

As to Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC, COURT ORDERED, motion DENIED.

As to Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint COURT ORDERED, motion GRANTED, however, to the extent that the parties obtained additional information after the answer was filed they will not be precluded from bring that forward at the time of trial.

As to Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials, COURT ORDERED, motion GRANTED with regard to personal finances, there may be latitude at the time of trial based on foundation and if the door is opened.

As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC, COURT ORDERED, motion DEFERRED UNTIL TIME OF TRIAL to see how the evidence comes in.

As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language, COURT ORDERED, motion GRANTED, relief is that the presumption of the binding effect of the recitals is at issue

As to Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager COURT ORDERED, motion GRANTED, scope of testimony will be relevant at the time of trial and subject to resolution by objection.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****November 01, 2018**

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
                                  vs.  
                                  Eldorado Hills LLC, Defendant(s)

**November 01, 2018      11:00 AM      Calendar Call**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** April Watkins

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Kennedy, Dennis L.	Attorney
	Liebman, Joseph A.	Attorney
	Lionel, Samuel S.	Attorney
	Simons, Mark G	Attorney
	Wirthlin, Brenoch	Attorney

**JOURNAL ENTRIES**

- Mr. Sawyer requested to continue matter and advised his sister passed away Friday night in Florida. Further, funeral was yesterday, counsel returned last night and stated the past couple of weeks have been difficult for counsel. Court stated matter can be continued if everyone consents today. Mr. Kennedy stated he has no objection to request. Mr. Simons stated he does not have authorization to consent to continuance and noted the Rule 41(e) issue. Mr. Wirthlin stated counsel is talking a 60 day continuance and no objection to firm setting. Mr. Simons stated that he has not had time to communicate with his client, can reach out to him but instructions that he has today is to move forward with trial. Further, counsel advised he will reach out to client and to get response back. Colloquy regarding telephonic conference. Court stated counsel to let parties know if there is consent if not telephonic conference will go forward. Counsel to have availability for alternate trial dates when telephonic conference is held. COURT ORDERED, matter SET for telephonic conference. Further, the Court does not have the 2.47 or bench briefs the Court requested. Mr. Simons stated parties have communicated with regards to seeing if there can be some middle ground and does not seem to have any traction. Further, parties have exchanged exhibits. Parties have agreed to file pre-

trial memorandums on Monday. Matter is moving along and all parties are ready except for this little event that has occurred.

11/518 2:30 PM TELEPHONIC CONFERENCE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**November 05, 2018**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**November 05, 2018      2:30 PM      Telephonic Conference**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney

**JOURNAL ENTRIES**

- All counsel present telephonically.

Colloquy regarding oral motion at last hearing to continue trial. Mr. Simons stated his client did not consent to the continuance however, he did obtain the availability of his client. COURT ORDERED, continuance GRANTED. Colloquy regarding availability. Court directed counsel to confer and let Court's Judicial Executive Assistant know by the close of business November 7, 2018.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**February 21, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**February 21, 2019      10:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Rogich, Sig      Trustee  
                         Simons, Mark G      Attorney  
                         Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B)..NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR RELIEF FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B)

Arguments by Mr. Wirthlin and Mr. Simons regarding the merits of and opposition to the motion. COURT ORDERED, Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b) and Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) TAKEN UNDER ADVISEMENT for Court to revisit the pleadings and enter a decision. COURT FURTHER ORDERED, matter SET on chambers calendar. Colloquy regarding if decision affects the future upcoming hearings. Court directed counsel provide availability to Court's Judicial Executive for a special setting. Mr. Wirthlin stated the deadline to file Motions in Limine is February 25, 2019. COURT ORDERED, matters on March 6, 2019 VACATED pending special setting.

3/5/2019 (CHAMBERS)DECISION: MOTION FOR RELIEF FROM THE October 5, 2018 ORDER

PRINT DATE:      10/29/2019      Page 40 of 53      Minutes Date:      May 14, 2014

PURSUANT TO NRCP 60(B)..NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR RELIEF  
FROM THE October 5, 2018 ORDER PURSUANT TO NRCP 60(B)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 05, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**March 05, 2019      3:00 AM      Decision**

**HEARD BY:** Allf, Nancy      **COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review that on February 6, 2019 the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) ( Motion for Relief ) was filed with the Court seeking relief from the October 5, 2018 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC s Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC s Countermotion for Summary Judgment ( Order ). The Matter was set for hearing on February 21, 2019 at 10:00 a.m. on Motions Calendar.

COURT FURTHER FINDS after review that the Court heard oral arguments on the Motion for Relief on February 21, 2019. The Court took the matter under submission and set a Status Check for March 5, 2019 on Chambers Calendar for the Court to issue a minute order with its decision.

COURT FURTHER FINDS after review that a motion made under NRCP 60(b) shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served.

COURT FURTHER FINDS after review that the Motion for Relief was timely made under NRCP 60(b).

COURT FURTHER FINDS after review that NRCP 60(b), in pertinent part, permits the Court, [o]n motion and upon such terms as are just, to relieve a party from a final judgment, order or proceeding for the following reasons: (1) mistake, inadvertence, surprise or excusable neglect .

COURT FURTHER FINDS after review that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Courts Order or the Court s August 8, 2018 Minute Order.

THEREFORE, COURT ORDERS for good cause appearing and after review that the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) is hereby DENIED and the Status Check set for March 5, 2019 on Chambers Calendar is hereby VACATED. Plaintiff to prepare the Order in compliance with EDCR 7.21.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 3/5/2019

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**March 20, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**March 20, 2019      9:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney  
                         Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- NANYAH VEGAS LLC'S MOTION IN LIMINE #5 RE: PAROLE EVIDENCE RULE...NANYAH VEGAS LLC'S MOTION IN LIMINE #6 RE: DATE OF DISCOVERY...MOTION FOR COMPEL PRODUCTION OF pLAINTIFFS' TAX RETURN AND FOR ATTORNEY'S FEES AND ORDER SHORTENING TIME

Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #5. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule DENIED. Mr. Liebman to prepare the order and submit it to opposing counsel for approval.

Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #6. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #6 Re :Date of Discovery DENIED.

Arguments by Mr. Wirthlin and Mr. Simons regarding the Motion to Compel. COURT ORDERED,

Motion for Compel Production of Plaintiffs' Tax Return and for Attorney's Fees and Order Shortening Time GRANTED IN PART as to Motion to Compel, DENIED IN PART as to Motion for Attorney's Fees; the part of the tax return showing treatment will be discoverable and the schedule L and front page of the tax return should be provided within ten days of entry of the order, if parties can agree to a protective order then it can be produced pursuant to a protective order, and if parties can not come to terms on a protective order then they may request a telephonic for the Court to resolve the matter with letters sent to Court so it can prepare for the telephonic. Court stated it is entering an order today striking the motions for summary judgment as they are past the dispositive deadline. Copy of order provided to counsel.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**April 08, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**April 08, 2019      10:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Liebman, Joseph A.      Attorney  
                         Lionel, Samuel S.      Attorney  
                         Simons, Mark G      Attorney  
                         Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY INSTRUCTIONS BASED UPON THE COURT'S October 5, 2018, ORDER GRANTING SUMMARY JUDGMENT...DEFENDANTS MOTION IN LIMINE TO PRECLUDE PLAINTIFF AND CARLOS HUERTA FROM PRESENTING AT TRIAL ANY CONTRARY EVIDENCE AS TO MR. HUERTA'S TAKING OF \$1.42 MILLION FROM ELDORADO HILLS LLC AS GO GOBAL INC'S CONSULTING FEE INCOME O ATTEMPT TO REFINANCE...DEFENDANTS MOTION IN LIMINE TO PRECLUDE THE ALTERED ELDORADO HILLS GENERAL LEDGER AND RELATED TESTIMONY AT TRIAL...MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE ON ORDER SHORTENING TIME

Arguments by Mr. Wirthlin and Mr. Simons. Mr. Liebman objected to the statements in the opposition claiming he authenticated the ledger. Further argument by Mr. Simons. COURT ORDERED, Defendants Motion in Limine to Preclude the Altered Eldorado Hills General Ledger and Related Testimony at Trial DENIED WITHOUT PREJUDICE and DEFERRED for determination at the time of trial as the authenticity is in dispute.

Arguments by Mr. Wirthlin and Mr. Simons. COURT ORDERED, Defendants Motion in Limine to Preclude Plaintiff and Carlos Huerta from Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills LLC as Go Global Inc's Consulting Fee Income or Attempt to Refinance DENIED WITHOUT PREJUDICE.

Arguments by Mr. Simons, Mr. Wirthlin, and Mr. Liebman. COURT ORDERED, Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment DENIED as Court needs to hear the evidence, however Court's intention is that the jury instructions should be consistent with the October 5, 2018 order with regard to the conclusions of law.

Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin. Court stated its findings and ORDERED, Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time DENIED. Mr. Wirthlin to prepare the order.

Colloquy regarding whether a calendar call is set or needed. Court stated there is not a pretrial conference set at this time. Mr. Simons stated the Court's order striking the motions did not address the NRCP 15 motion to amend the pleadings to conform to the evidence established to the order. Mr. Liebman stated Mr. Simons motion was filed as a counter-motion and if Mr. Simons wants to re-file the motion then they will file an opposition, or the matter can be addressed at trial. Mr. Wirthlin agreed with statements by Mr. Liebman. Mr. Simons stated the matter was already filed and did not need to be filed again. Court stated if Mr. Simons wants to have the motion heard before trial then he will need to file an ex-parte order shortening time and make sure it is served on all the parties. Mr. Liebman inquired if a briefing schedule would be sent. Court directed parties to address at the matter on how they want to proceed at the last pre-trial conference. Colloquy regarding jury selection process. Mr. Wirthlin stated the order regarding the tax return being provided has been submitted to the Court. Court stated it will review it and sign it today.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract****COURT MINUTES****April 18, 2019**

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
                                  vs.  
                                  Eldorado Hills LLC, Defendant(s)

**April 18, 2019      4:00 PM      Telephonic Conference**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Kennedy, Dennis L.	Attorney
	Liebman, Joseph A.	Attorney
	Lionel, Samuel S.	Attorney
	Simons, Mark G	Attorney
	Wirthlin, Brenoch	Attorney

**JOURNAL ENTRIES**

- All counsel present telephonically.

Colloquy regarding Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120. Upon inquiry of Court if Mr. Simons is certain that Mr. Rogich is the only beneficiary, Mr. Simons stated it is unclear if Mr. Rogich is the sole beneficiary due to statements in the opposition. Upon inquiry of if there has been implied notification to the beneficiaries, Mr. Simons stated he believed Mr. Rogich was the only beneficiary however, counsel for Rogich Trust would not disclose who the beneficiaries were, and any beneficiary should have been fully cognizant of the action and notice. Mr. Wirthlin stated they will provide the information pursuant to the statute. Mr. Wirthlin also requested that the trial not be continued on that issue and they will provide briefing on it. Colloquy regarding NRS 163.120 and Court's discretion. COURT ORDERED, Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120, DENIED IN PART as to the motion to continue trial, Court will

take judicial notice of NRS 163.120, and on April 22, 2019 counsel can argue the legal aspect with regard to the scope of Court's discretion. Court stated any briefs need to be filed by midnight on April 21, 2019. Colloquy regarding hearing the counter-motion made by Mr. Simons at the last hearing before the trial. Court noted there was never an order shortening time presented to the Court and if both parties consent to argue the motion then they can do it in writing. Court further stated it would sign an order shortening time tomorrow if one is presented. Colloquy regarding request of judicial notice of supreme court order. Mr. Liebman and Mr. Wirthlin stated they would file oppositions to the request to take judicial notice of the supreme court order. Court directed counsel to provide an agenda of the things that will be argued and the order they will argue in before the start of trial on Monday. Colloquy regarding jury selection procedure and jury schedule.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**April 22, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**April 22, 2019      10:00 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03B

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Fell, Thomas    H      Attorney  
                 Kennedy, Dennis   L.      Attorney  
                 Liebman, Joseph A.      Attorney  
                 Lionel, Samuel    S.      Attorney  
                 Simons, Mark    G      Attorney  
                 Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- JURY TRIAL...NANYAH VEGAS LLC'S EMERGENCY MOTION TO ADDRESS DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S NRS 163.120 NOTICE AND/OR MOTION TO CONTINUE TRIAL FOR PURPOSES OF NRS 163.120...PLAINTIFF'S RULE TO AMEND COMPLAINT UNDER NRCP 15

Court stated it received the order shortening time with regard to the NCRP 15 and Court is granting it so it can be argued. Arguments by Mr. Simons and Mr. Liebman in support of and opposition to Plaintiff's NCRP 15 and amending the complaint. COURT ORDERED, Plaintiff's Rule Under NRCP 15 to Amend Complaint DENIED as being untimely and the claims being abandoned. Further arguments by Mr. Simons.

Arguments by Mr. Simons and Mr. Wirthlin in support of and opposition to the Emergency Motion to Continue Trial for Purposes of NRS 163.120. Court stated its findings and ORDERED, as to

Emergency Motion to Continue Trial for Purposes of NRS 163.120, Trust DISMISSED. Mr. Simmons stated he would like to file an emergency motion writ the Supreme Court to take this up on a writ. Matter trailed for counsel to confer.

RECALLED. Same parties present.

Mr. Wirthlin stated counsel have conferred and are in agreement to suspend the trial with a few qualifications if the Court approves them. Colloquy regarding conditions and agreement to conditions. Upon inquiry of Court, all counsel stipulated to the suspension of the trial. Court noted there has not been a witness on the stand and it may or may not affect the five year rule. Mr. Simons stated it has been satisfied since they have commenced the trial. Matter concluded.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Breach of Contract**

**COURT MINUTES**

**September 05, 2019**

---

A-13-686303-C      Carlos Huerta, Plaintiff(s)  
vs.  
Eldorado Hills LLC, Defendant(s)

---

**September 05, 2019    10:30 AM      All Pending Motions**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn White

**REPORTER:**

**PARTIES**

**PRESENT:**      Fell, Thomas    H      Attorney  
Liebman, Joseph A.      Attorney  
Lionel, Samuel    S.      Attorney  
Simons, Mark    G      Attorney  
Wirthlin, Brenoch      Attorney

**JOURNAL ENTRIES**

- MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY FOR JUDGMENT AS A MATTER OF LAW PURSUANT TO NRCP 50(A)...DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR SUMMARY JUDGMENT...DEFENDANT ELDORADO HILLS, LLC'S MOTION FOR DISMISSAL WITH PREJUDICE UNDER RULE 41(E)

Arguments by Mr. Liebman and Mr. Simons regarding the merits of and opposition to the motion. COURT ORDERED, Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a); Defendant Eldorado Hills, LLC's Motion for Summary Judgment; and Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e) TAKEN UNDER ADVISEMENT. Court stated it is going to write a decision, and would like to go back to the deposition and the documents to take a second look. Court stated a decision could be expected on or about September 27, 2019.

9/24/2019 (CHAMBERS) STATUS CHECK: DECISION

PRINT DATE:      10/29/2019      Page 52 of 53      Minutes Date:      May 14, 2014





**EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE**  
**NOTICE OF DEFICIENCY**  
**ON APPEAL TO NEVADA SUPREME COURT**

**MARK G. SIMONS, ESQ.**  
**6490 S. MCCARRAN BLVD., STE F-46**  
**RENO, NV 89509**

**DATE: October 29, 2019**  
**CASE: A-13-686303-C**  
**c/w A-16-746239-C**

**RE CASE:** CARLOS A. HUERTA, an individual; CARLOS A. HUERTA, as trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL INC.; NANYAH VEGAS LLC vs. ELDORADO HILLS, LLC

NOTICE OF APPEAL FILED: October 24, 2019

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

---

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

---

**\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION AND ORDER; NOTICE OF ENTRY OF DECISION AND ORDER; ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR NRCP 15 RELIEF; NOTICE OF ENTRY OF ORDER; ORDER REGARDING PLAINTIFF'S EMERGENCY MOTION TO ADDRESS DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S NRS 163.120 NOTICE AND/OR MOTION TO CONTINUE TRIAL FOR PURPOSES OF NRS 163.120; NOTICE OF ENTRY OF ORDER; ORDER DENYING PLAINTIFF NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY INSTRUCTIONS; NOTICE OF ENTRY OF ORDER; ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE; NOTICE OF ENTRY OF ORDER; ORDER; NOTICE OF ENTRY OF ORDER; ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #6 RE: DATE OF DISCOVERY; NOTICE OF ENTRY OF ORDER; ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE; NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE #5; PAROL EVIDENCE RULE; ORDER: (1) GRANTING DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR SUMMARY JUDGMENT; AND (2) DENYING NANYAH VEGAS, LLC'S COUNTERMOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF ORDER; ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION; NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION; ORDER PARTIALLY GRANTING SUMMARY JUDGMENT; ORDER DENYING COUNTERMOTION FOR SUMMARY JUDGMENT AND DENYING NRCP 56(F) RELIEF; NOTICE OF ENTRY OF ORDERS; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA, as trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL INC.; NANYAH VEGAS LLC,

Plaintiff(s),

vs.

ELDORADO HILLS, LLC,

Defendant(s),

Case No: A-13-686303-C  
*Consolidated with A-16-746239-C*  
Dept No: XXVII

now on file and of record in this office.



**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 29 day of October 2019.

Steven D. Grierson, Clerk of the Court

A handwritten signature in black ink, appearing to read 'A. Hampton', is written over a faint, circular court seal. The seal contains the text 'UNITED STATES DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT CLARK COUNTY, NEVADA'.

---

Amanda Hampton, Deputy Clerk  
A-13-686303-C