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Elizabeth A. Brown
Clerk of Supreme Court

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
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 **CONSOLIDATED WITH:**
corporation; NANYAH VEGAS, LLC, A **CASE NO.: A-16-746239-C**
Nevada limited liability company,

Plaintiffs,

v.

NOTICE OF CROSS-APPEAL

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 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.

NOTICE IS HEREBY GIVEN that Defendants Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust (“The Rogich Trust”), Sigmund Rogich individually (“Rogich”) and Imitations, LLC (“Imitations” and collectively with the Rogich Trust and Rogich referred to herein as the “Rogich Defendants”), by and through their attorneys of records, Fennemore Craig, P.C., hereby appeal to the Supreme Court of Nevada from the (1) 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; and (2) March 26, 2019, Order Denying the Rogich Defendants’ NRCP 60(b) Motion, attached as **Exhibit 1**.

DATED: November 7, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch R. Wirthlin
 Samuel S. Lionel, Esq. (Bar No. 1766)
 Thomas Fell, Esq. (Bar No. 3717)
 Brenoch Wirthlin, Esq. (Bar No. 10282)
 300 S. Fourth Street, Suite 1400
 Las Vegas, Nevada 89101
 Tel.: (702) 692-8000; Fax: (702) 692-8099
 Email: slionel@fclaw.com
bwirthlin@fclaw.com
*Attorneys for Sigmund Rogich, Individually
 and as Trustee of the Rogich Family
 Irrevocable Trust and Imitations, LLC*

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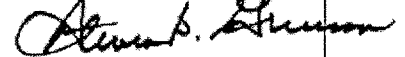
Mark Simons, Esq.
SIMONS HALL JOHNSTON PC
 6490 South McCarran Blvd., #F-46
 Reno, Nevada 89509
Attorney for Plaintiff Nanyah Vegas, LLC

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*

DATED: Thu, Nov 7, 2019

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EXHIBIT 1



ORDER (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

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.

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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 (1/3rd) 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 (1/3rd) 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 (1/3rd) 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).¹
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

¹ 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. Streator 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.

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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. Alif
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:

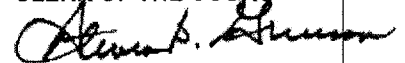
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

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*



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

*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,

vs.

SIG ROGICH aka SIGMUND ROGICH as
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Plaintiff,

vs.

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Defendants.

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

ORDER DENYING
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey ♦ Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by 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") and on Nanyah's Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute Order").

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCP 60(b)(1).

5. The Court finds that the Rogich Defendants' motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court's Order or the Court's Minute Order.

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For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for

NRCP 60(b) relief is **DENIED**.

DATED this 22 day of March, 2019.

Nancy J. RRF
DISTRICT COURT JUDGE

Ⓟ

Submitted by:

FENNEMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.
Brenoch Wirthlin, 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*

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By:

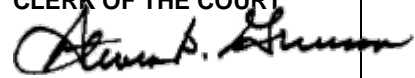
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF
10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS HALL JOHNSTON PC

By:

Mark G. Simons, Esq.
6490 South McCarran Blvd., #F-46
Reno, NV 89509
*Attorneys 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
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
ALEXANDER CHRISTOPHER TRUST, a **DEPT. NO.: XXVII**
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada **CONSOLIDATED WITH:**
corporation; NANYAH VEGAS, LLC, A **CASE NO.: A-16-746239-C**
Nevada limited liability company,

Plaintiffs,

v.

CASE APPEAL STATEMENT

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 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.

_____ /

Defendants Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust (“The Rogich Trust”), Sigmund Rogich individually (“Rogich”) and Imitations, LLC (“Imitations” and collectively with the Rogich Trust and Rogich referred to herein as the “Rogich Defendants”), by and through their attorneys of records, Fennemore Craig, P.C., hereby submit their Case Appeal Statement pursuant to NRAP 3(f) as follows:

A. District court case number and caption showing the names of all parties to the proceedings below:

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

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 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 **B. Name of the judge who entered the order or judgment being appealed:**

2 Honorable Nancy L. Allf

3 **C. Identify each appellant and the name and address of counsel for each appellant:**

4 Appellants Sigmund Rogich, as Trustee of The Rogich Family Irrevocable Trust;
5 Sigmund Rogich individually; and Imitations, LLC are represented by:

6 Samuel S. Lionel, Esq. (Bar No. 1766)
7 Thomas Fell, Esq. (Bar No. 3717)
8 Brenoch Wirthlin, Esq. (Bar No. 10282)
9 **FENNEMORE CRAIG, P.C.**
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099

10 **D. Identify each respondent and the name and address of appellate counsel, if known,**
11 **for each respondent (if the name of a respondent's appellate counsel is unknown,**
12 **indicate as much and provide the name and address of that respondent's trial**
13 **counsel):**

13 Respondent Nanyah Vegas, LLC is represented on appeal by:

14 Mark Simons, Esq.
15 **SIMONS HALL JOHNSTON PC**
16 6490 South McCarran Blvd., #F-46
Reno, Nevada 89509

17 Respondents Eldorado Hills, LLC, Teld, LLC, and Peter Eliades, individually and as
18 Trustee of the Eliades Survivor Trust of 10/30/08 were represented at trial by:

19 Dennis Kennedy, Esq.
20 Joseph Liebman, Esq.
21 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

22 **E. Whether any attorney identified above in response to question C or D is not licensed**
23 **to practice law in Nevada):**

24 No.

25 **F. Whether appellant was represented by appointed counsel in the district court and**
26 **whether appellant is represented by appointed counsel on appeal:**

27 No.

28 ///

1 **G. Whether appellant was granted leave to proceed in forma pauperis:**

2 No.

3 **H. The date the proceedings commenced in the district court (e.g., date complaint,**
4 **indictment, information, or petition was filed):**

- 5 • Case No. A-13-686303-C was commenced on July 31, 2013
- 6 • Case No. A-16-746239-C was commenced on November 4, 2016

7 **I. Provide a brief description of the nature of the action and result in the district court,**
8 **including the type of judgment or order being appealed and the relief granted by the**
9 **district court:**

10 This is a contract action regarding Nanyah Vegas, LLC's investment of \$1.5 million in
11 CanaMex Nevada, LLC. Although it made payment to CanaMex Nevada, LLC and received K1
12 and investment documents from CanaMex Nevada, LLC, Nanyah now alleges that its investment
13 was actually for an ownership interest in Eldorado Hills, LLC. As part of a purchase agreement
14 between the Rogich Trust, the Eliades Defendants, and other third-parties for the purchase of a
15 percentage ownership of Eldorado Hills, LLC, the Rogich Trust agreed to negotiate with Nanyah
16 regarding its potential claim to an ownership interest in Eldorado Hills, LLC.

17 The October 5, 2018, Order: (1) Granting Defendants Peter Eliades, Individually and as
18 Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary
19 Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment, which
20 was drafted by counsel for Nanyah, purports to make affirmative findings and conclusions
21 regarding the Rogich Defendants' purported obligations to Nanyah which are internally
22 incompatible and inconsistent with the record and what was argued in the briefs filed by the
23 Eliades Defendants and Nanyah.

24 The Rogich Defendants filed an NRCP 60(b) motion, seeking relief from the factually
25 incorrect findings contained in the October 5, 2018, Order. The district court entered an order
26 denying the NRCP 60(b) motion on March 26, 2019. The Rogich Defendants appeal from both
27 of these orders.

28 ///

The district court dismissed The Rogich Trust upon the commencement of trial in this matter. Upon stipulation by all parties the court suspended the trial and subsequently entered final judgment in this matter in favor of Sigmund Rogich and Imitations, LLC in its October 1, 2019, Order. In that order the Court also dismissed Nanyah's remaining claim against Eldorado with prejudice for failure to timely bring this matter to trial.

J. Whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

Yes.

Docket No.	Caption	Disposition
66832	Nanyah Vegas, LLC v. Rogich	Order of Reversal and Remand
67595	Huerta v. Rogich	Order of Affirmance
70492-COA	Huerta v. Rogich	Order of Affirmance
79072	Nanyah Vegas, LLC v. Dist. Ct. (Rogich)	Petition Dismissed

K. Whether this appeal involves child custody or visitation:

No.

L. Whether this appeal involves the possibility of settlement:

Unknown at this time. The parties have previously unsuccessfully sought to settle this case.

DATED: November 7, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch R. Wirthlin

Samuel S. Lionel, Esq. (Bar No. 1766)

Thomas Fell, Esq. (Bar No. 3717)

Brenoch Wirthlin, Esq. (Bar No. 10282)

300 S. Fourth Street, Suite 1400

Las Vegas, Nevada 89101

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

Email: slionel@fclaw.com

bwirthlin@fclaw.com

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

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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: November 7, 2019

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

EIGHTH JUDICIAL DISTRICT COURT

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

Location: **Department 27**
 Judicial Officer: **Allf, Nancy**
 Filed on: **07/31/2013**
 Cross-Reference Case Number: **A686303**
 Supreme Court No.: **66823**
67595
70492
79917

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**Plaintiff****Alexander Christopher Trust**

Removed: 10/04/2019

Dismissed

Huerta, Carlos A**Nanyah Vegas LLC****Ray, Robert**

Removed: 10/21/2013

Inactive

Defendant**Eldorado Hills LLC****Rogich, Sig**

Removed: 11/05/2014

Dismissed

Consolidated Case Party**Eliades Survivor Trust of 10-30-03****Eliades, Peter****Peter Eliades**

Removed: 04/26/2017

Data Entry Error

*Lead Attorneys***Barnabi, Charles E.***Retained*

702-475-8903(W)

Barnabi, Charles E.*Retained*

702-475-8903(W)

Simons, Mark G*Retained*

775-785-0088(W)

Kennedy, Dennis L.*Retained*

7025628820(W)







Lionel, Samuel S.*Retained*

7023838888(W)

Kennedy, Dennis L.*Retained*

7025628820(W)















CASE SUMMARY**CASE NO. A-13-686303-C****Sigmund Rogich****Lionel, Samuel S.**
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
	<u>EVENTS</u>	
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 <i>Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment</i>
08/13/2014	 Opposition and Countermotion Filed By: Trustee Huerta, Carlos A <i>Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment</i>
08/14/2014	 Initial Appearance Fee Disclosure Filed By: Trustee Huerta, Carlos A <i>Initial Appearance and Fee Disclosure</i>
08/25/2014	 Countermotion For Partial Summary Judgment Filed by: Trustee Huerta, Carlos A <i>Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment</i>
09/02/2014	 Reply to Opposition Filed by: Trustee Rogich, Sig <i>Reply to Opposition to Motion for Partial Summary Judgment</i>
09/08/2014	 Reply to Opposition Filed by: Trustee Huerta, Carlos A <i>Plaintiffs' Reply to Defendants' Opposition to Counter-Motion for Partial Summary Judgment</i>
09/09/2014	 Certificate of Service Filed by: Trustee Huerta, Carlos A <i>Certificate of Service</i>
09/10/2014	 Errata Filed By: Counter Claimant Eldorado Hills LLC <i>Errata</i>
09/12/2014	 Motion to Compel Filed By: Counter Claimant Eldorado Hills LLC <i>Defendants' Motion to Compel Discovery Responses on Order Shortening Time</i>
09/16/2014	 Amended Answer Filed By: Trustee Rogich, Sig <i>Amended Answer to First Amended Complaint; and Counterclaim Jury Demand</i>
09/18/2014	 Reply to Opposition Filed by: Trustee Rogich, Sig <i>Reply to Opposition to Motion for Partial Summary Judgment</i>
09/19/2014	 Opposition to Motion to Compel Filed By: Trustee Huerta, Carlos A <i>Plaintiffs' Opposition to Motion to Compel Discovery Responses on an Order Shortening Time</i>
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 <i>FINAL JUDGMENT</i>
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	 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>
03/13/2015	 Case Appeal Statement Filed By: Trustee Huerta, Carlos A <i>Case Appeal Statement</i>
03/13/2015	 Notice of Appeal Filed By: Trustee Huerta, Carlos A <i>Notice of Appeal</i>
03/17/2015	 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>
04/25/2015	 Request Filed by: Trustee Huerta, Carlos A <i>Notice of Transcript Request</i>
06/15/2015	 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>
11/20/2015	 Recorders Transcript of Hearing <i>Recorder's Transcript of Proceedings: Defendant's Motion for Attorneys Fees and Costs - January 15, 2015</i>
02/22/2016	 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>
02/22/2016	 Order <i>Order Setting Status Check</i>
03/07/2016	 Opposition Filed By: Trustee Rogich, Sig <i>Opposition to Plaintiffs' Motion for Reconsideration for Relief from Order Granting Motion for Partial Summary Judgment</i>
03/14/2016	 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>
03/22/2016	 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>

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 & 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 & 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 & 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 <i>REPLY IN SUPPORT OF COUNTERMOTION FOR AN ORDER THAT THE ANSWERS TO REQUESTS FOR ADMISSIONS SHOULD BE CONSIDERED AS HAVING BEEN TIMELY FIELD</i>
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

	<p>Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Taking Deposition of Peter Eliades</i></p>
04/17/2018	<p> Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Taking Depositions</i></p>
04/19/2018	<p> Recorders Transcript of Hearing <i>Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Heard on April 18, 2018</i></p>
04/23/2018	<p> Recorders Transcript of Hearing <i>Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018</i></p>
04/27/2018	<p> Amended Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Amended Notice of Taking Deposition of Sigmund Rogich</i></p>
04/27/2018	<p> Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Notice of Taking Deposition of Kenneth Woloson, Esq.</i></p>
04/27/2018	<p> Amended Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Amended Notice of Taking Deposition of Melissa Olivas</i></p>
05/01/2018	<p> Discovery Commissioners Report and Recommendations Filed By: Consolidated Case Party Sigmund Rogich <i>Discovery Commissioners Report and Recommendations</i></p>
05/02/2018	<p> Notice of Entry Filed By: Consolidated Case Party Sigmund Rogich <i>Notice of Entry</i></p>
05/03/2018	<p> Motion to Continue Trial Filed By: Plaintiff Nanyah Vegas LLC <i>Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time</i></p>
05/09/2018	<p> Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Amended Notice of Taking Depositions</i></p>
05/10/2018	<p> Opposition to 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 Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on OST</i></p>
05/10/2018	<p> Notice of Taking Deposition Filed By: Plaintiff Nanyah Vegas LLC <i>Amended Notice of Taking Deposition of Kenneth Woloson, Esq.</i></p>
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 Counter motions 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 Counter motions 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 Counter motions 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 Counter motion 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 Counter motion 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 Counter motions 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 Counter motions 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
Pre-Trial Memorandum

04/16/2019



Ex Parte Motion

Filed By: Plaintiff Nanyah Vegas LLC
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

04/16/2019



Pre-trial Memorandum

Filed by: Plaintiff Nanyah Vegas LLC
Nanyah Vegas, LLC's Pretrial Memorandum

04/16/2019



Pre-trial Memorandum

Filed by: Counter Claimant Eldorado Hills LLC
Eldorado Hills, LLC's Pre-Trial Memorandum

04/16/2019



Errata

Filed By: Consolidated Case Party Sigmund Rogich
Rogich Defendants' Errata to Pretrial Memorandum

04/17/2019



Certificate of Service

Filed by: Consolidated Case Party Sigmund Rogich
Certificate of Service

04/17/2019



Order Denying Motion

Filed By: Trustee Rogich, Sig
Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery

04/17/2019



Notice of Entry of Order

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

04/17/2019



Request for Judicial Notice

Filed By: Plaintiff Nanyah Vegas LLC
Request for Judicial Notice and Application of the Law of the Case Doctrine

04/17/2019



Trial Subpoena

Filed by: Plaintiff Nanyah Vegas LLC
Trial Subpoena - Civil (Carlos Huerta)

04/17/2019



Trial Subpoena

Filed by: Plaintiff Nanyah Vegas LLC
Trial Subpoena - Civil (Dolores Eliades)

04/17/2019



Trial Subpoena

Filed by: Plaintiff Nanyah Vegas LLC
Trial Subpoena - Civil (Craig Dunlap)

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 TRAIL

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

10/30/2019



Clerk's Notice of Hearing
Notice of Hearing

11/06/2019



Notice of Appeal
Filed By: Counter Claimant Eldorado Hills LLC
Eldorado Hills, LLC's Notice of Cross-Appeal

11/07/2019



Notice of Appeal
Filed By: Consolidated Case Party Sigmund Rogich
Notice of Cross-Appeal

11/07/2019



Case Appeal Statement
Filed By: Trustee Rogich, Sig
Case Appeal Statement

11/07/2019



Case Appeal Statement
Filed By: Counter Claimant Eldorado Hills LLC
Eldorado Hills, LLC's Case Appeal Statement

DISPOSITIONS

10/01/2014

Partial Summary Judgment (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

Partial Summary Judgment (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

Order of Dismissal (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

Order (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



Judgment (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

Clerk's Certificate (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"

CASE SUMMARY

CASE NO. A-13-686303-C

07/21/2016	<p>Clerk's Certificate (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"</p>
07/31/2017	<p>Clerk's Certificate (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</p>
10/05/2018	<p>Order of Dismissal With Prejudice (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</p>
10/04/2019	<p>Order of Dismissal With Prejudice (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Eldorado Hills LLC (Defendant) Judgment: 10/04/2019, Docketed: 10/04/2019</p>
	<p>HEARINGS</p>
10/31/2013	<p>CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - On In Error</i> <i>Defendant Eldorado Hills, LLC's Motion to Dismiss</i></p>
10/31/2013	<p>CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>parties stipulated to this continuance</i></p>
05/14/2014	<p> Motion for Leave (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time</i> Granted; Journal Entry Details: <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></p>
09/11/2014	<p>Motion for Summary Judgment (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 07/25/2014 Notice of Hearing <i>Defendant Eldorado Hills LLC's Motion for Partial Summary Judgment</i> Granted;</p>
09/11/2014	<p>Opposition and Countermotion (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment</i> Denied Without Prejudice;</p>
09/11/2014	<p> All Pending Motions (10:30 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <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</i></p>


CASE SUMMARY

CASE NO. A-13-686303-C

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. ;

09/26/2014 **Motion to Compel** (9:00 AM) (Judicial Officer: Bulla, Bonnie)
Defts' Motion to Compel Discovery Responses on OST
Off Calendar;


09/26/2014 **Motion to Continue Trial** (9:00 AM) (Judicial Officer: Bulla, Bonnie)
Pltfs' Motion to Continue Trial and Discovery on an OST
Denied Without Prejudice;

09/26/2014  **All Pending Motions** (9:00 AM) (Judicial Officer: Bulla, Bonnie)
Defts' Motion to Compel Discovery Responses on OST Pltfs' Motion to Continue Trial and Discovery on an OST
Matter Heard;
Journal Entry Details:
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 ;

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

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

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. ;

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

CASE SUMMARY

CASE NO. A-13-686303-C

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 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

CANCELED Status Check: Status of Case (9:30 AM) (Judicial Officer: Allf, Nancy)

Vacated

Status Check: Status of Case

04/20/2016



Motion For Reconsideration (10:30 AM) (Judicial Officer: Allf, Nancy)

Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

Denied;

Journal Entry Details:

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 ;

05/10/2016

CANCELED Motion (3:00 AM) (Judicial Officer: Allf, Nancy)

Vacated

Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

08/31/2016

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

Vacated - per Stipulation and Order

Motion for Award of Attorneys' Fees

07/19/2017

CANCELED Motion for Protective Order (9:00 AM) (Judicial Officer: Allf, Nancy)

Vacated

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

07/21/2017

Motion for Protective Order (9:00 AM) (Judicial Officer: Bulla, Bonnie)

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

Granted in Part;

CASE SUMMARY

CASE NO. A-13-686303-C

07/21/2017

Opposition and Countermotion (9:00 AM) (Judicial Officer: Bulla, Bonnie)

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
Granted in Part;

07/21/2017



All Pending Motions (9:00 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

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
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, and counsel could submit a Stipulation signed by the Judge. Colloquy re: service of Opposition/Countermotion. 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, 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.;

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;

CASE SUMMARY

CASE NO. A-13-686303-C

	<p>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: <i>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);</i></p>
01/17/2018	<p>CANCELED Motion for Leave (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order Motion for Leave to Amend Answer to Complaint</i></p>
01/23/2018	<p>Motion to Strike (10:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel Denied;</i></p>
01/23/2018	<p> All Pending Motions (10:30 AM) (Judicial Officer: Bulla, Bonnie) Matter Heard; Journal Entry Details: <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>Motion to Compel (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>COURT CALL - Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories see fax dated 1/31/18 Withdrawn;</i></p>
03/07/2018	<p>Opposition and Countermotion (9:00 AM) (Judicial Officer: Bulla, Bonnie) <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 Granted;</i></p>

CASE SUMMARY

CASE NO. A-13-686303-C

03/07/2018



All Pending Motions (9:00 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

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.;

03/22/2018

CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

04/18/2018

Motion for Summary Judgment (10:00 AM) (Judicial Officer: Allf, Nancy)
Granted in Part;

04/18/2018

Joinder (10:00 AM) (Judicial Officer: Allf, Nancy)
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
Matter Heard;

04/18/2018

Joinder (10:00 AM) (Judicial Officer: Allf, Nancy)
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
Matter Heard;

04/18/2018

Opposition and Countermotion (10:00 AM) (Judicial Officer: Allf, Nancy)
Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief
Denied;

04/18/2018



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

Matter Heard;

Journal Entry Details:


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

CASE SUMMARY

CASE NO. A-13-686303-C

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.;


04/26/2018 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

05/17/2018  **Motion to Continue Trial** (9:30 AM) (Judicial Officer: Allf, Nancy)
Nanyah Vegas LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time
Denied;
Journal Entry Details:
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. ;

06/25/2018 **CANCELED Jury Trial** (10:30 AM) (Judicial Officer: Allf, Nancy)
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

CASE SUMMARY

CASE NO. A-13-686303-C

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 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. ;

07/25/2018

CANCELED Motion for Leave (9:00 AM) (Judicial Officer: Allf, Nancy)

Vacated

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

07/26/2018

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

Events: 06/01/2018 Motion for Summary Judgment

Defendant Eldorado Hills, LLC's Motion for Summary Judgment

Denied;

07/26/2018

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

Events: 06/01/2018 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

Granted;

07/26/2018

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

Events: 06/19/2018 Opposition and Countermotion

Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment

Denied;

07/26/2018

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

Events: 06/19/2018 Opposition and Countermotion

Opposition to Eldorado Hills Motion for Summary Judgment and Countermotion for Summary

CASE SUMMARY

CASE NO. A-13-686303-C

Judgment.
Denied;

07/26/2018

Motion to Strike (10:30 AM) (Judicial Officer: Allf, Nancy)

Events: 07/13/2018 Motion to Strike

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

Denied;

07/26/2018

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

Events: 07/16/2018 Motion

Defendant's Motion for Expedited Hearing on Pending Motion In Limine on order Shortening Time

Granted;

07/26/2018



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

Matter Heard;

Journal Entry Details:

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 ;

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

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

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;

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)

CASE SUMMARY

CASE NO. A-13-686303-C

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 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

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	<i>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;</i>
10/10/2018	Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/10/2018 Motion in Limine <i>Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member</i> Denied;
10/10/2018	Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/10/2018 Motion in Limine <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> Denied;
10/10/2018	Motion in Limine (10:30 AM) (Judicial Officer: Allf, Nancy) Events: 05/10/2018 Motion in Limine <i>Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint</i> Granted;
10/10/2018	Motion in Limine (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	Joinder (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	Motion in Limine (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	Motion in Limine (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	Motion in Limine (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	 All Pending Motions (10:30 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details:

CASE SUMMARY

CASE No. A-13-686303-C

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.;

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

CASE SUMMARY


CASE NO. A-13-686303-C

11/05/2018	 Telephonic Conference (2:30 PM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <i>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.;</i>
11/13/2018	CANCELED Jury Trial - FIRM (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
11/15/2018	CANCELED Motion to Retax (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike</i>
12/05/2018	CANCELED Motion for Attorney Fees and Costs (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Order</i> <i>Defendants Peter Eliades and Teld LLC's Motion for Attorney's Fees and Costs</i>
02/21/2019	Motion for Relief (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)</i> Denied;
02/21/2019	Opposition (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;
02/21/2019	 All Pending Motions (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>
03/05/2019	CANCELED Decision (3:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - Duplicate Entry</i>
03/05/2019	 Decision (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</i>

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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;

03/06/2019	CANCELED Motion for Summary Judgment (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>
03/06/2019	CANCELED Motion for Summary Judgment (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment</i>
03/06/2019	CANCELED Opposition and Countermotion (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>
03/20/2019	Motion in Limine (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule</i> Denied;
03/20/2019	Motion in Limine (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Nanyah Vegas LLC's Motion in Limine #6 Re: Date of Discovery</i> Denied;
03/20/2019	Motion to Compel (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;
03/20/2019	 All Pending Motions (9:00 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <i>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.</i>

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	<p><i>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.;</i></p>
04/04/2019	<p>CANCELED Motion for Summary Judgment (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>CANCELED Motion to Reconsider (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>Motion to Reconsider (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>Motion in Limine (10:00 AM) (Judicial Officer: Allf, Nancy) <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>Motion in Limine (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>Motion (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>CANCELED Motion (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>CANCELED Motion for Summary Judgment (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>CANCELED Motion to Reconsider (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> All Pending Motions (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</p>

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CASE No. A-13-686303-C

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 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)

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	Off Calendar;
04/22/2019	Motion (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Emergency Motion to Continue Trial</i> Matter Heard;
04/22/2019	Motion (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Plaintiff's Rule under NRCF 15 to Amend Complaint</i> Denied;
04/22/2019	 All Pending Motions (10:00 AM) (Judicial Officer: Allf, Nancy) Matter Heard; Journal Entry Details: <i>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 NRCF 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 NRCF 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.;</i>
06/13/2019	CANCELED Motion to Retax (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	CANCELED Motion for Attorney Fees and Costs (9:30 AM) (Judicial Officer: Cherry, Michael A.) <i>Vacated - per Stipulation and Order</i>
06/26/2019	CANCELED Motion for Attorney Fees and Costs (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	Motion for Summary Judgment (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 NRCF 50(a)</i> Granted;
09/05/2019	Motion for Summary Judgment (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Defendant Eldorado Hills, LLC's Motion for Summary Judgment</i> Denied;
09/05/2019	Motion to Dismiss (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	 All Pending Motions (10:30 AM) (Judicial Officer: Allf, Nancy)

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

Matter Heard;

Journal Entry Details:

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;

SCHEDULED HEARINGS**CANCELED Status Check** (09/24/2019 at 3:00 AM) (Judicial Officer: Allf, Nancy)*Vacated**Status Check: Decision*

09/24/2019

CANCELED Status Check (3:00 AM) (Judicial Officer: Allf, Nancy)*Vacated**Status Check: Decision*

11/21/2019

Motion for Attorney Fees (9:30 AM) (Judicial Officer: Allf, Nancy)*Defendants Peter Eliades and Teld LLC's Motion for Attorney Fees*

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*

12/05/2019

Opposition and Countermotion (9:30 AM) (Judicial Officer: Allf, Nancy)

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

DATE**FINANCIAL INFORMATION****Plaintiff** Ray, Robert

Total Charges

30.00

Total Payments and Credits

30.00

Balance Due as of 11/12/2019**0.00****Consolidated Case Party** Eliades, Peter

Total Charges

400.00

Total Payments and Credits

400.00

Balance Due as of 11/12/2019**0.00****Consolidated Case Party** Sigmund Rogich

Total Charges

600.00

Total Payments and Credits

600.00

Balance Due as of 11/12/2019**0.00****Consolidated Case Party** TELD, LLC

Total Charges

3.50

Total Payments and Credits

3.50

Balance Due as of 11/12/2019**0.00****Counter Claimant** Eldorado Hills LLC

Total Charges

1,254.00

Total Payments and Credits

1,254.00

Balance Due as of 11/12/2019**0.00****Counter Defendant** Alexander Christopher Trust

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

Total Charges	33.50
Total Payments and Credits	33.50
Balance Due as of 11/12/2019	0.00
 Plaintiff Nanyah Vegas LLC	
Total Charges	1,078.00
Total Payments and Credits	1,078.00
Balance Due as of 11/12/2019	0.00
 Trustee Huerta, Carlos A	
Total Charges	718.00
Total Payments and Credits	718.00
Balance Due as of 11/12/2019	0.00
 Trustee Rogich, Sig	
Total Charges	500.00
Total Payments and Credits	500.00
Balance Due as of 11/12/2019	0.00
 Trustee Huerta, Carlos A	
Appeal Bond Balance as of 11/12/2019	1,000.00
 Trustee Huerta, Carlos A	
Appeal Bond Balance as of 11/12/2019	0.00
 Trustee Huerta, Carlos A	
Appeal Bond Balance as of 11/12/2019	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"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <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"/> Civil Petition for Judicial Review <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input 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

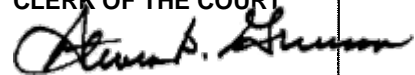
III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <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



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

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 (1/3rd) 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 (1/3rd) 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 (1/3rd) 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).¹
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

¹ 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.

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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:

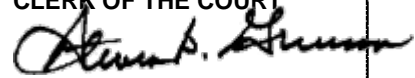
BAILEY ♦ KENNEDY

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

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
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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;
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Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

NOTICE OF ENTRY OF ORDER

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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:
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7		
8	Dennis L. Kennedy	dkennedy@baileykennedy.com
9	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
10	Joseph A. Liebman	jlienbman@baileykennedy.com
11	Andrew Leavitt	andrewleavitt@gmail.com
12	Angela Westlake	awestlake@lionelsawyer.com
13	Brandon McDonald	brandon@mcdonaldlayers.com
14	Bryan A. Lindsey	bryan@nvfirm.com
15	Charles Barnabi	cj@mcdonaldlawyers.com
16	Christy Cahall	christy@nvfirm.com
17	Lettie Herrera	lettie.herrera@andrewleavittlaw.com
18	Rob Hernquist	rhernquist@lionelsawyer.com
19	Samuel A. Schwartz	sam@nvfirm.com
20	Samuel Lionel	slionel@fclaw.com
21	CJ Barnabi	cj@cohenjohnson.com
22	H S Johnson	calendar@cohenjohnson.com
23	Erica Rosenberry	erosenberry@fclaw.com

24 DATED this 8th day of October, 2018.

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26 Employee of SIMONS LAW, PC
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
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

Attorneys for Nanyah Vegas, LLC

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CLARK COUNTY, NEVADA**

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CARLOS A. HUERTA as Trustee of THE
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Case No. A-13-686303-C
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CONSOLIDATED WITH:

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individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
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- 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 (1/3rd) 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 (1/3rd) 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 (1/3rd) 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).¹
- 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 ¹ 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.

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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:

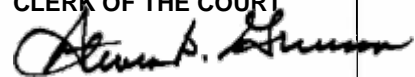
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

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

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

*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,

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
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCPP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by 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") and on Nanyah's Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute Order").

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCPP 60(b)(1).

5. The Court finds that the Rogich Defendants' motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court's Order or the Court's Minute Order.

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For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for
NRCP 60(b) relief is **DENIED**.

DATED this 22 day of March, 2019.

Nancy L. A. F.
DISTRICT COURT JUDGE



Submitted by:

FENNEMORE CRAIG, P.C.

By:

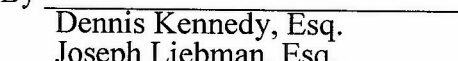

Samuel Lionel, Esq.
Brenoch Wirthlin, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

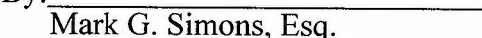
By

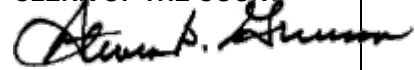

Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF
10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS HALL JOHNSTON PC

By:


Mark G. Simons, Esq.
6490 South McCarran Blvd., #F-46
Reno, NV 89509
*Attorneys 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
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.

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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 THE ROGICH DEFENDANTS' NRCP 60(B) MOTION on the 26th day of March, 2019. A copy
3 is attached hereto.

4 DATED: March 26, 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
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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 **ORDER DENYING THE ROGICH DEFENDANTS' NRCP 60(B) MOTION** was
5 served upon the following person(s) by electronic transmission through the Court's e-filing/e-
6 serving system, addressed as follows:

7 Mark Simons, Esq. *Via E-service*
8 6490 South McCarran Blvd., #20
9 Reno, Nevada 89509
10 *Attorney for Plaintiff Nanyah Vegas, LLC*

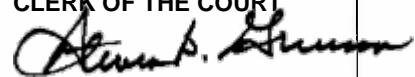
11 Charles E. ("CJ") Barnabi, Jr. *Via E-service*
12 **COHEN JOHNSON PARKER EDWARDS**
13 375 E. Warm Springs Road, Suite 104
14 Las Vegas, NV 89119
15 *Attorney for Plaintiffs Carlos Huerta*
16 *and Go Global*

17 Dennis Kennedy *Via E-service*
18 Joseph Liebman
19 **BAILEY ♦ KENNEDY**
20 8984 Spanish Ridge Avenue
21 Las Vegas, NV 89148
22 *Attorneys for Defendants Pete Eliades,*
23 *Teld, LLC and Eldorado Hills, LLC*

24 Michael Cristalli *Via E-service*
25 Janiece S. Marshall
26 **GENTILE CRISTALLI MILLER ARMENTI**
27 **SAVARESE**
28 410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

DATED: March 26, 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

*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,

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
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the “Rogich Defendants”). The Parties appeared as follows:

- For Eldorado Hills, LLC (“Eldorado”): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by 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”) and on Nanyah’s Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants’ motion for summary judgment and denying Nanyah’s countermotion (the “Minute Order”).

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah’s countermotion (the “Order”).

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCP 60(b)(1).

5. The Court finds that the Rogich Defendants’ motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court’s Order or the Court’s Minute Order.

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For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for
NRCP 60(b) relief is **DENIED**.

DATED this 22 day of March, 2019.

Nancy L. A. F.
DISTRICT COURT JUDGE



Submitted by:

FENNEMORE CRAIG, P.C.

By:

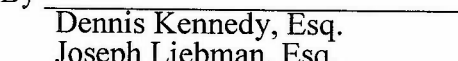

Samuel Lionel, Esq.
Brenoch Wirthlin, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

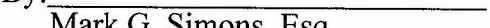
By


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:

SIMONS HALL JOHNSTON PC

By:


Mark G. Simons, Esq.
6490 South McCarran Blvd., #F-46
Reno, NV 89509
*Attorneys for Plaintiff Nanyah Vegas,
LLC*

**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)

March 22, 2016	3:00 AM	Minute Order	Minute Order: Status Check: Status of Case set 3/24/2016 VACATED
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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)

March 23, 2016	3:00 AM	Minute Order	Minute Order: Matters set on 3/29/2016 chambers calendar and 5/10/2016 chambers calendar.
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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: Alf, 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: 11/12/2019

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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

PRESENT:	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: 11/12/2019 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: Alf, 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

PRESENT: 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: 11/12/2019 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

SAMUEL S. LIONEL, ESQ.
300 S. FOURTH ST., STE 1400
LAS VEGAS, NV 89101

DATE: November 12, 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: November 7, 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 CROSS-APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; 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 THE ROGICH DEFENDANTS NRCP 60(B) MOTION; NOTICE OF ENTRY OF ORDER; 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 12 day of November 2019.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk