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Elizabeth A. Brown  
Clerk of Supreme Court

7  
8 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

9 NANYAH VEGAS, LLC, A Nevada  
10 limited liability company,

11 Appellant,

12 v.

13 SIG ROGICH aka SIGMUND  
14 ROGICH as Trustee of The Rogich  
Family Irrevocable Trust; ELDORADO  
15 HILLS, LLC, a Nevada limited liability  
16 company; TELD, LLC, a Nevada  
limited liability company; PETER  
17 ELIADES, individually and as Trustee  
of the The Eliades Survivor Trust of  
18 10/30/08; and IMITATIONS, LLC, a  
19 Nevada limited liability company,

20 Respondents.

21  
22  
23 ELDORADO HILLS, LLC, a Nevada  
24 limited liability company,

25 Cross-Appellant,  
26 v.

**Supreme Court No.: 79917**  
(District Court Case No. A686303)

**APPELLANT NANYAH VEGAS,  
LLC'S DOCKETING STATEMENT**

1 NANYAH VEGAS, LLC, a Nevada  
2 limited liability company,

3 Cross-Respondent.

4  
5 SIG ROGICH, A/K/A SIGMUND  
6 ROGICH, individually and as Trustee  
of the Rogich Family Irrevocable Trust,

7 Cross-Appellant,  
8 v.

9 NANYAH VEGAS, LLC, a Nevada  
10 limited liability company,

11 Cross-Respondent,

12 v.

13  
14 ELDORADO HILLS, LLC, a Nevada  
15 limited liability copmay; TELD, LLC, a  
16 Nevada limited liability company;  
17 PETER ELIADES, individually and as  
18 Trustee of the Eliades Survivor Trust of  
10/30/08; and IMITATIONS, LLC, a  
Nevada limited liability company,

19 Respondents.

20  
21 **1. Judicial District:**

22 Eighth Judicial District Court; Department: XXVII; County: Clark; Judge:

23 Honorable District Judge Nancy Allf; District Court Case No. A16-746239-C

24 consolidated with A-13-686303-C.

25  
26 ///

1     **2. Attorney filing this docketing statement:**

2             Nanyah Vegas, LLC (“Nanyah”) is represented by Mark G. Simons  
3  
4     (Nevada Bar No. 5132) of Simons Hall Johnston PC, 6490 S. McCarran Blvd.,  
5     Ste. F46, Reno, Nevada 89509.

6     **3. Attorney(s) representing respondent(s):**

7  
8             Eldorado Hills, LLC (“Eldorado Hills”); Teld, LLC (“Teld”); and Peter  
9     Eliades (“Eliades”), individually and as Trustee of The Eliades Survivor Trust of  
10    10/30/08 (“Eliades Trust”) are represented by Dennis L. Kennedy (Nevada Bar  
11    No. 1462) and Joseph A. Liebman (Nevada Bar No. 10125) or Bailey Kennedy  
12    LLP, 8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148.

13  
14            Sigmund Rogich (“Rogich”), individually and as Trustee of the Rogich  
15    Family Irrevocable Trust (“Rogich Trust”) and Imitations, LLC (“Imitations”) are  
16    represented by Brenoch Wirthlin (Nevada Bar No. 10282), Thomas Fell (Nevada  
17    Bar No. 3717) and Samuel S. Lionel (Nevada Bar No. 1766) of Fennemore  
18    Craig, PC, 300 S. Fourth Street, Ste. 1400, Las Vegas, Nevada 89101.

19  
20  
21    **4. Nature of disposition:**

22            Dismissal of claims.

23  
24    **5. Does this appeal raise issues concerning Child Custody, Venue or**  
25    **Termination of parental rights?**

26            No.

1     **6. Pending and prior proceedings in this court:**

- 2             • Case No. 66823, Nanyah v. Eldorado. Resulted in an Order of Reversal
- 3             and Remand issued by this Court to correct the district court's erroneous
- 4             application of a statute of limitations.
- 5             • Case No. 67595, Huerta v. Rogich
- 6             • Case No. 70492, Huerta v. Rogich
- 7             • Case No. 70492-COA, Huerta v. Rogich
- 8             • Case No. 79072, Nanyah v. 8<sup>th</sup> Jud. Dist. Ct. (Rogich Trust): Writ
- 9             Petition granted by this Court, with the Writ proceedings subsequently
- 10            mooted by final orders being entered by the district court necessitating
- 11            this appeal.

12     **7. Pending and prior proceedings in other courts:**

13             Prior to consolidation Case No. A16-746239-C proceeded before the

14             Honorable Judge Ronald Isreal.

15     **8. Nature of the action:**

16             Nanyah invested \$1.5 million into Eldorado. In 2007, Eldorado received

17             Nanyah's investment and failed to issue it a formal membership interest. In

18             2008, the various defendants executed a number of interrelated contracts

19             transferring membership interests in Eldorado with all contracts expressly

20             recognized and confirming Nanyah's \$1.5 million investment into Eldorado.

1 Eldorado even amended its Operating Agreement to incorporate and confirm  
2 Nanyah's \$1.5 million investment and Nanyah's right to receive repayment of its  
3 investment and/or to receive a commensurate membership interest. Pursuant to  
4 the various agreements, the Rogich Trust agreed to act as Eldorado's surety to  
5 repay Nanyah its investment and/or to issue it a membership interest from the  
6 Rogich Trust's interest in Eldorado. In 2012, the Eliades Trust acquired the  
7 Rogich Trust's interest in Eldorado and agreed that it was taking ownership of  
8 the Rogich Trust's interest "subject to" Nanyah's membership interest rights.  
9

10  
11  
12 The district court embarked on a convoluted journey to dismiss all of  
13 Nanyah's claims employing a variety of erroneous legal decisions. The district  
14 court also refused to apply the clear and unambiguous terms of the various  
15 agreements. The district court eventually dismissed all of Nanyah's claims  
16 necessitating this appeal to correct and remedy the numerous deficiencies and  
17 errors committed by the district court.  
18

19  
20 **9. Issues on appeal:**

21 (1). **5/22/18 Order Partially Granting Summary Judgment (Exhibit**  
22 **3).**

23 A. Did the district court err granting summary judgment on  
24 Nanyah's 5<sup>th</sup> and 7<sup>th</sup> claims for relief by ruling as an undisputed fact the Rogich  
25  
26

1 Trust's "transfer" of its membership interest in Eldorado to the Eliades Trust  
2 occurred "no later than September 2012"?

3  
4 B. Did the district court err in concluding that NRS 112.200(1)(b)  
5 and 112.200(2) did not apply to the Rogich Trust's "transfer" of its membership  
6 interest in Eldorado to the Eliades Trust?

7  
8 **(2). 5/22/18 Order Denying Countermotion for Summary Judgment**  
9 **and Denying NRCP 56(F) Relief (Exhibit 4).**

10 C. Did the district court err in refusing to find that Nanyah  
11 invested \$1.5 million into Eldorado?

12 D. Did the district court err in refusing to find that Nanyah had an  
13 implied in fact contract with Eldorado for repayment of its investment and/or  
14 issuance of a membership interest?

15  
16 E. Did the district court err in refusing to find that Nanyah was an  
17 intended third-party beneficiary of the various contracts at issue?

18  
19 F. Did the district court err in refusing to grant Nanyah NRCP  
20 56(f) relief to conduct discovery relating to when the Rogich Trust actually  
21 "transferred" its membership interest in Eldorado to the Eliades Trust?

22  
23 **(3). 8/10/18 Order Denying Nanyah Vegas, LLC's Motion for**  
24 **Reconsideration (of 5/22/18 Order) (Exhibit 6).**

25 G. Did the district court err in refusing to reconsider its May 22,  
26 2018, Order dismissing Nanyah's 5<sup>th</sup> and 7<sup>th</sup> claims when Nanyah presented new

1 evidence demonstrating the “transfer” of the Rogich Trust’s interest in Eldorado  
2 did not occur until January 1, 2013?

3  
4 **(4). 10/5/18 Order: (1) Granting Defendants Peter Eliades,**  
5 **Individually and as Trustee of The Eliades Survivor Trust of**  
6 **10/30/08, and Teld, LLC’s Motion for Summary Judgment; and**  
7 **(2) Denying Nanyah Vegas, LLC’s Countermotion for Summary**  
8 **Judgment (Exhibit 8).**

9 H. Did the district court err in failing to find that the Eliades  
10 Trust’s receipt and retention of the Rogich Trust’s interest in Eldorado was  
11 *subject to* the Rogich Trust’s suretyship obligations owed to Nanyah?

12 I. Did the district court err in refusing to find that Nanyah  
13 invested \$1.5 million into Eldorado?

14 J. Did the district court err in refusing to find that Nanyah had an  
15 implied in fact contract with Eldorado for repayment of its investment and/or  
16 issuance of a membership interest?

17 K. Did the district court err in refusing to render judgment in  
18 Nanyah’s favor that it was an intended third-party beneficiary of the various  
19 contracts at issue?

20 L. Did the district court err in refusing to apply NRS 47.240(2)’s  
21 conclusive presumptions contained in the Recitals of the various contracts at  
22 issue?

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1           **(5). 4/10/19 Order Denying Nanyah Vegas, LLC's Motion in Limine**  
2           **#5: Parol Evidence Rule (Exhibit 10).**

3           M. Did the district court err in refusing to apply the parol evidence  
4 rule against all defendants based upon the district court's finding that the  
5 contracts at issue were "clear and unambiguous"?  
6

7           N. Did the district court err in refusing to apply the parol evidence  
8 rule against all defendants based upon the district court's prior application of the  
9 parol evidence rule *against* Nanyah?  
10

11          O. Did the district court err in refusing to apply the parol evidence  
12 rule against Eldorado since it is a party to and/or bound by the terms and  
13 conditions of its own Amended Operating Agreement?  
14

15          P. Did the district court err in refusing to apply the parol evidence  
16 rule against Eldorado since Eldorado incorporated the "clear and unambiguous"  
17 debt repayment obligation owed to Nanyah into its Amended Operating  
18 Agreement?  
19

20           **(6). 5/1/19 Order Denying Nanyah Vegas, LLC's Motion to**  
21           **Reconsider Order on Motion in Limine #5 re: Parol Evidence**  
22           **Rule (Exhibit 12).**

23          Q. Did the district court err in refusing to apply the parol evidence  
24 rule against Eldorado since it is a party to and/or bound by the terms and  
25 conditions of its own Amended Operating Agreement?  
26



1 R. Did the district court err in refusing to apply the parol evidence  
2 rule against the Rogich Defendants under the pretext that the district court had  
3 not yet found Nanyah was a third-party beneficiary under the contracts at issue so  
4 as to have standing to invoke the parol evidence rule?  
5

6 S. Did the district court act arbitrarily and capriciously in holding  
7 that only Nanyah (the third-party beneficiary) was subject to the parol evidence  
8 rule while the defendants (who were actual signatories/parties to the contracts)  
9 were not subject to the parol evidence rule?  
10

11  
12 **(7). 4/17/19 Order Denying Nanyah Vegas, LLC's Motion in Limine**  
13 **#6 re: Date of Discovery (Exhibit 14).**

14 T. Did the district court err in refusing to find that Nanyah first  
15 discovered the Rogich Trust's attempted transfer to the Eliades Trust in  
16 December, 2012?  
17

18 **(8). 5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion to**  
19 **Settle Jury Instructions (Exhibit 16).**

20 U. Did the district court err in denying Nanyah's motion to settle  
21 jury instructions based upon the district court's findings of "undisputed facts"  
22 and interpretation of numerous contract provisions "as a matter of law" contained  
23 in the October 5, 2018 Order?  
24

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1           **(9). 5/29/19 Order Denying Nanyah Vegas, LLC's Motion for NRC**  
2           **15 Relief (Exhibit 18).**

3           V. Did the district court err in denying Nanyah's request to amend  
4 its pleadings to incorporate the issues tried by the parties and ruled upon by the  
5 district court in the October 5, 2018, Order, such as Nanyah's claims against  
6 Eldorado for its implied in fact contract relationship and suretyship relationship?  
7

8           **(10). 5/29/19 Order Regarding Plaintiff's Emergency Motion to**  
9           **Address Defendant The Rogich Family Irrevocable Trust's**  
10           **NRS 163.120 Notice and/or Motion to Continue Trial for**  
11           **Purposes of NRS 163.120 (Exhibit 20).**

12           W. Did the district court misinterpret NRS 163.120(2) as a matter  
13 of law?

14           X. Did the district court abuse its discretion by refusing to grant  
15 Nanyah a short continuance of the trial to comply with NRS 163.120?  
16

17           **(11). 4/30/19 Order (Dismissal of Rogich Trust) (Exhibit 22).**

18           Y. Did the district court misinterpret NRS 163.120 as a matter of  
19 law, and consequently erroneously dismiss the claims against the Rogich Trust  
20 with prejudice?  
21

22           Z. Did the district court erroneously conclude that notice under  
23 NRS 163.120 could only occur *prior to* the commencement of the trial?  
24

25           AA. Did the district court erroneously conclude that intervention  
26 could only occur prior to trial?

1 BB. Did the district court error in refusing to bar the Rogich Trust  
2 from asserting the provisions of NRS 163.120?  
3

4 CC. Did the district court abuse its discretion in refusing to allow  
5 Nanyah to try its claims to the jury and suspend entry of judgment on jury verdict  
6 to allow Nanyah to comply with NRS 163.120's notice provisions?  
7

8 **(12). 10/4/19 Decision (Exhibit 24).**

9 DD. Did the district court err in dismissing the claims against  
10 Eldorado on the basis that the trial was "continued" even though the Court  
11 previously held, and the parties stipulated on the record and in writing that the  
12 trial had previously "started", that there was expressly "no continuance of the  
13 trial" because it had started, and that the trial "was stayed" and "suspended" after  
14 it had already started?  
15  
16

17 EE. Did the district court err in dismissing the remaining claims  
18 against Rogich and Imitations?  
19

20 **10. Pending proceedings in this court raising the same or similar issues:**

21 N/A.

22 **11. Constitutional issues:**

23 N/A.  
24

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1   **12. Other issues:**

2           This appeal raises a number of issues of first impression, including but not  
3   limited to: are membership interests in limited liability companies that are  
4   treated as securities subject to NRS 112.200(1)(b)'s and NRS 112.200(2)'s  
5   provisions; can a constructive trust be imposed on a membership interest held by  
6   a party that is "subject to" a third-party's rights; can a district court ignore the  
7   provisions of NRS 163.120 and refuse to allow notice to be sent after trial but  
8   before judgment; does the parol evidence apply to limited liability company  
9   seeking to contest the terms and conditions of its own operating agreement; can a  
10   party obtain jury instructions based upon undisputed facts and issues of law  
11   previously rendered by the district court; can a party obtain NRCP 15 relief to  
12   incorporate additional claims based upon a district court's findings of undisputed  
13   facts and issues of law after the district court has rendered entry of judgment  
14   dismissing other parties from the action; can a district court dismiss an action  
15   under NRCP 41(e) when the trial had already "started" pursuant to stipulation of  
16   the parties and pursuant to a district court's order confirming a "stay" of the trial.

17   **13. Assignment to the Court of Appeals or retention in the Supreme Court:**

18           This case does not fall within any of the categories of cases presumptively  
19   assigned to the Supreme Court or Court of Appeals under NRAP 17. In addition,  
20  
21  
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1 this appeal raises a number of issues of first impression for this Court to address  
2 and resolve.

3  
4 **14. Trial:**

5 N/A.

6  
7 **15. Judicial Disqualification:**

8 N/A.

9  
10 **16. Date of entry of written judgment or order appealed from:**

- 11 1. 5/22/18 Order Partially Granting Summary Judgment (Exh. 3);
- 12 2. 5/22/18 Order Denying Countermotion for Summary Judgment and  
13 Denying NRCP 56(f) Relief (Exh. 4);
- 14 3. 8/10/18 Order Denying Nanyah Vegas, LLC's Motion for  
15 Reconsideration (of 5/22/18 Order) (Exh. 6);
- 16 4. 10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually  
17 and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's  
18 Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's  
19 Countermotion for Summary Judgment (Exh. 8);
- 20 5. 4/10/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #5:  
21 Parol Evidence Rule (Exh. 10);
- 22 6. 5/1/19 Order Denying Nanyah Vegas, LLC's Motion to Reconsider  
23 Order on Motion in Limine #5 re: Parol Evidence Rule (Exh. 12);  
24  
25  
26

1           7.     4/17/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #6  
2 re: Date of Discovery (Exh. 14);

3  
4           8.     5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion to  
5 Settle Jury Instructions (Exh. 16);

6           9.     5/29/19 Order Denying Nanyah Vegas, LLC's Motion for NRCP 15  
7 Relief (Exh. 18);

8  
9           10.    5/29/19 Order Regarding Plaintiff's Emergency Motion to Address  
10 Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or  
11 Motion to Continue Trial for Purposes of NRS 163.120 (Exh. 20);

12  
13           11.    4/30/19 Order (Dismissal of Rogich Trust) (Exh. 22);

14           12.    10/4/19 Decision (Exh. 24);

15           13.    All judgments and orders in this case; and

16           14.    All rulings and interlocutory orders made appealable by any of the  
17 foregoing.  
18

19  
20       **17.   Date written notice of entry of judgment or order was served:**

21           1.     Date written notice of entry of 5/22/18 Order Partially Granting  
22 Summary Judgment served: **5/22/18** (Exh. 5);

23           2.     Date written notice of entry of 5/22/18 Order Denying  
24 Countermotion for Summary Judgment and Denying NRCP 56(F) Relief served:  
25 **5/22/18** (Exh. 5);  
26

1           3.     Date written notice of entry of 8/10/18 Order Denying Nanyah  
2 Vegas, LLC's Motion for Reconsideration (of 5/22/18 Order) served: **8/13/18**  
3 (Exh. 7);  
4

5           4.     Date written notice of entry of 10/5/18 Order: (1) Granting  
6 Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor  
7 Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2)  
8 Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment served:  
9 **10/8/18** (Exh. 9);  
10

11           5.     Date written notice of entry of 4/10/19 Order Denying Nanyah  
12 Vegas, LLC's Motion in Limine #5: Parol Evidence Rule served: **4/10/19** (Exh.  
13 11);  
14

15           6.     Date written notice of entry of 5/1/19 Order Denying Nanyah Vegas,  
16 LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence  
17 Rule served: **5/1/19** (Exh. 13);  
18

19           7.     Date written notice of entry of 4/17/19 Order Denying Nanyah  
20 Vegas, LLC's Motion in Limine #6 re: Date of Discovery served: **4/17/19** (Exh.  
21 15);  
22

23           8.     Date written notice of entry of 5/1/19 Order Denying Plaintiff  
24 Nanyah Vegas, LLC's Motion to Settle Jury Instructions served: **5/1/19** (Exh.  
25 17);  
26

1           9.     Date written notice of entry of 5/29/19 Order Denying Nanyah  
2 Vegas, LLC's Motion for NRCP 15 Relief served: **6/24/19** (Exh. 19);  
3

4           10.    Date written notice of entry of 5/29/19 Order Regarding Plaintiff's  
5 Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's  
6 NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS  
7 163.120 served: **6/24/19** (Exh. 21);  
8

9           11.    Date written notice of entry of 4/30/19 Order (Dismissal of Rogich  
10 Trust) served: **4/30/19** (Exh. 23); and  
11

12           12.    Date written notice of entry of 10/4/19 Decision and Order served:  
13 **10/4/19** (Exh. 25).  
14

15           18.    **If the time for filing the notice of appeal was tolled by a post-judgment**  
16 **motion (NRCP 50(b), 52(b), or 59):**

17           N/A.

18           19.    **Date notice of appeal filed:**  
19

- 20           • Nanyah's Notice of Appeal – October 24, 2019.
- 21           • Eldorado Hills' Notice of Cross-Appeal – November 6, 2019.
- 22           • The Rogich Trust, Rogich and Imitations' Notice of Cross-Appeal –  
23 November 7, 2019.

24  
25           ///

26           ///



1 20. **Specify statute or rule governing the time limit for filing the notice of**  
2 **appeal, e.g., NRAP 4(a) or other:**

3  
4 NRAP 4(a)(1).

5 21. **Specify the statute or other authority granting this court jurisdiction to**  
6 **review the judgment or order appealed from:**

7  
8 NRAP 3A(b)(1). The October 4, 2019, Decision resolved all remaining.

9 All of the other claims that had been asserted in both cases had been resolved by  
10 prior Orders.

11  
12 22. **List all parties involved in the action or consolidated actions in the**  
13 **district court:**

14 (a) **Parties:**

15  
16 1. Case No. A-13-686303-C

- 17       ▪ Plaintiffs: Carlos Huerta, individually and as Trustee of  
18       The Alexander Christopher Trust, a Trust established in  
19       Nevada as assignee of interest of Go Global, Inc., a Nevada  
20       corporation; Nanyah Vegas, LLC, a Nevada limited liability  
21       company.  
22  
23       ▪ Defendants: Sig Rogich aka Sigmund Rogich as Trustee of  
24       the Rogich Family Irrevocable Trust; Eldorado Hills, LLC,  
25       a Nevada limited liability company.  
26

1                   2.     Case No. A-16-746239-C

- 2                   ▪     Plaintiffs: Nanyah Vegas, LLC, a Nevada limited liability
- 3                         company.
- 4                   ▪     Defendants: TELD, LLC, a Nevada limited liability
- 5                         company; Peter Eliades, individually and as Trustee of The
- 6                         Eliades Survivor Trust of 10/30/08; Sigmund Rogich
- 7                         individually and as Trustee of The Rogich Family
- 8                         Irrevocable Trust; Imitations, LLC, a Nevada limited
- 9                         liability company.
- 10                         liability company.
- 11                         liability company.
- 12                         liability company.

13                   **(b)     If all parties in the district court are not parties to this appeal,**

14                   **explain in detail why those parties are not involved in this appeal:** Carlos

15                   Huerta and the Alexander Christopher Trust (“Huerta”) already appealed the

16                   dismissal of all their claims against Rogich and the Rogich Trust in Case No.

17                   67595.<sup>1</sup> It was a final judgment because the District Court had also dismissed

18                   Nanyah’s unjust enrichment claim against Eldorado Hills at that time (which was

19                   later reversed and remanded in Case No. 66823). Huerta’s appeal was ultimately

20                   dismissed due to an untimely notice of appeal.

21                   dismissed due to an untimely notice of appeal.

22                   dismissed due to an untimely notice of appeal.

23                   dismissed due to an untimely notice of appeal.

24                   dismissed due to an untimely notice of appeal.

25                   dismissed due to an untimely notice of appeal.

26                   

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<sup>1</sup> Case No. 70492-COA also addressed (and affirmed) the dismissal of Huerta’s claims against Rogich and the Rogich Trust.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

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

- Fourth Claim for Relief – Unjust Enrichment; and additional claims for implied in fact contract and third-party beneficiary status – Nanyah against Eldorado Hills – October 4, 2019, Decision.

B. Case No. A-16-746239-C

- First Claim for Relief – Breach of Contract – Nanyah against the Rogich Trust, Rogich, Teld and Eliades.

- Dismissed against Teld and Eliades via the October 5, 2018, summary judgment order;
- Dismissed against the Rogich Trust via the April 30, 2018, Order;
- Dismissed against Rogich via the October 4, 2019, Decision.

- Second Claim for Relief – Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing – Nanyah against the Rogich Trust, Rogich, Teld and Eliades.

- Dismissed against Teld and Eliades via the October 5, 2018, summary judgment Order;
  - Dismissed against the Rogich Trust via the April 30, 2019, Order;
  - Dismissed against Rogich via the October 4, 2019 Decision.
- Third Claim for Relief – Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing – Nanyah against Rogich Trust, Rogich, Teld, and Eliades.
- Dismissed against Teld and Eliades via the October 5, 2018, summary judgment order;
  - Dismissed against the Rogich Trust via the April 30, 2019, Order;
  - Dismissed against Rogich via the October 4, 2019, Decision.
- Fourth Claim for relief – withdrawn.
- Fifth Claim for Relief – Constructive Trust - Nanyah against the Eliades Trust.
- Dismissed via the May 22, 2018, Order.

- Sixth Claim for Relief – Conspiracy – Nanyah against the Rogich Trust, Rogich, Imitations, Teld, Eliades and the Eliades Trust.
  - Dismissed against Teld, Eliades and the Eliades Trust via the October 5, 2018 Order;
  - Dismissed against the Rogich Trust via the April 30, 2019 Order;
  - Dismissed against Rogich and Imitations via the October 4, 2019, Decision.
- Seventh Claim for Relief – Fraudulent Transfer – Nanyah against the Rogich Trust and the Eliades Trust.
  - Dismissed via the May 22, 2018, Order Granting Partial Summary Judgment.
- Eighth Claim for Relief – Declaratory Relief – Nanyah against Rogich, the Rogich Trust, Imitations, Teld, Eliades and the Eliades Trust.
  - Dismissed against Teld, Eliades and the Eliades Trust via the October 5, 2018, summary judgment Order;

- Withdrawn against Rogich, the Rogich Trust and Imitations via Nanyah’s April 16, 2019, Pretrial Memorandum.

- Ninth Claim for Relief – Specific Performance – Nanyah against Rogich, the Rogich Trust, Imitations, Teld, Eliades and the Eliades Trust.

- Dismissed against Teld, Eliades and the Eliades Trust via the October 5, 2018, summary judgment order;
- Withdrawn against Rogich, the Rogich Trust and Imitations via Nanyah’s April 16, 2019, Pretrial Memorandum.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

Yes.

**25. If you answered “No” to question 24, complete the following:**

N/A.

///

///

///

1 26. If you answered “no” to any part of question 25, explain the basis for  
2 seeking appellate review (*e.g.*, order is independently appealable under  
3 NRAP 3A(b)):  
4

5 N/A.

6 27. Attached file-stamped copies of the following documents:  
7

8 **Exhibit 1:** Amended Complaint in Case NO. A-13-686303-C;

9 **Exhibit 2:** Complaint in Case No. A-16-746239-C;

10 **Exhibit 3:** 5/22/18 Order Partially Granting Summary Judgment;  
11

12 **Exhibit 4:** 5/22/18 Order Denying Countermotion for Summary Judgment  
13 and Denying NRCP 56(F) Relief;

14 **Exhibit 5:** 5/22/18 Notice of Entry of Orders (Exh. 3 and 4);  
15

16 **Exhibit 6:** 8/10/18 Order Denying Nanyah Vegas, LLC’s Motion for  
17 Reconsideration (of 5/22/18 Order);  
18

19 **Exhibit 7:** 8/13/18 Notice of Entry of Order (Exh. 6);  
20

21 **Exhibit 8:** 10/5/18 Order: (1) Granting Defendants Peter Eliades,  
22 Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld,  
23 LLC’s Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC’s  
24 Countermotion for Summary Judgment;

25 **Exhibit 9:** 10/8/18 Notice of Entry of Order (Exh. 8);  
26

1           **Exhibit 10:** 4/10/19 Order Denying Nanyah Vegas, LLC's Motion in  
2 Limine #5: Parol Evidence Rule;

3  
4           **Exhibit 11:** 4/10/19 Notice of Entry of Order (Exh. 10);

5           **Exhibit 12:** 5/1/19 Order Denying Nanyah Vegas, LLC's Motion to  
6 Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule;

7  
8           **Exhibit 13:** 5/1/19 Notice of Entry of Order (Exh. 12);

9           **Exhibit 14:** 4/17/19 Order Denying Nanyah Vegas, LLC's Motion in  
10 Limine #6 re: Date of Discovery;

11  
12           **Exhibit 15:** 4/17/19 Notice of Entry of Order (Exh. 14);

13           **Exhibit 16:** 5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion  
14 to Settle Jury Instructions;

15  
16           **Exhibit 17:** 5/1/19 Notice of Entry of Order (Exh. 16);

17           **Exhibit 18:** 5/29/19 Order Denying Nanyah Vegas, LLC's Motion for  
18 NRCP 15 Relief;

19  
20           **Exhibit 19:** 6/24/19 Notice of Entry of Order (Exh. 18);

21           **Exhibit 20:** 5/29/19 Order Regarding Plaintiff's Emergency Motion to  
22 Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice  
23 and/or Motion to Continue Trial for Purposes of NRS 163.120;

24  
25           **Exhibit 21:** 6/24/19 Notice of Entry of Order (Exh. 20);

26           **Exhibit 22:** 4/30/19 Order (Dismissal of Rogich Trust);



1       **Exhibit 23:** 4/30/19 Notice of Entry of Order (Exh. 22);

2       **Exhibit 24:** 10/4/19 Decision and Order; and

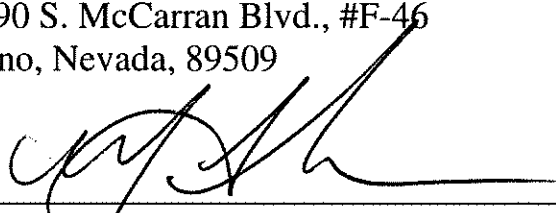
3       **Exhibit 25:** 10/4/19 Notice of Entry of Order (Exh. 24).

4  
5                                   **VERIFICATION**

6       I declare under penalty of perjury that I have read this docketing statement,  
7  
8       that the information provided in this docketing statement is true and complete to  
9       the best of my knowledge, information and belief, and that I have attached all  
10       required documents to this docketing statement.

11       Dated this 10<sup>th</sup> day of December, 2019.

12  
13                                   SIMONS HALL JOHNSTON PC  
14                                   6490 S. McCarran Blvd., #F-46  
15                                   Reno, Nevada, 89509

16                                     
17                                   \_\_\_\_\_  
18                                   MARK G. SIMONS  
19                                   Attorney for Appellant Nanyah Vegas, LLC  
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## CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **APPELLANT NANYAH VEGAS, LLC'S DOCKETING STATEMENT** on all parties to this action by the method(s) indicated below:

  X   by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin  
Thomas Fell  
Samuel S. Lionel  
Fennemore Craig, P.C.  
300 S. Fourth Street, Ste. 1400  
Las Vegas, NV 89101  
*Attorneys for Sigmund Rogich, Individually and as Trustee of the  
Rogich Family Irrevocable Trust and Imitations, LLC*

Joseph Liebman  
Dennis Kennedy  
Bailey Kennedy  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148-1302  
*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited  
liability company; Peter Eliades, individually and as Trustee of the  
The Eliades Survivor Trust of 10/30/08*

DATED: This 10<sup>th</sup> day of December, 2019.

  
\_\_\_\_\_  
JODI ALHASAN

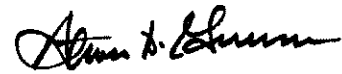
**EXHIBIT 1**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Amended Complaint (A-13-686303-C)	21
2	Complaint (A-16-746239-C)	19
3	5/22/18 Order Partially Granting Summary Judgment	4
4	5/22/18 Order Denying Countermotion for Summary Judgment and Denying NRCP 56(f) Relief	3
5	5/22/18 Notice of Entry of Orders	13
6	8/10/18 Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	2
7	8/13/18 Notice of Entry of Order	5
8	10/5/18 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	10
9	10/8/18 Notice of Entry of Order	15
10	4/10/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	3
11	4/10/19 Notice of Entry of Order	6
12	5/1/19 Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule	4

13	5/1/19 Notice of Entry of Order	7
14	4/17/19 Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	4
15	4/17/19 Notice of Entry of Order	7
16	5/1/19 Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions	4
17	5/1/19 Notice of Entry of Order	7
18	5/29/19 Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief	3
19	6/24/19 Notice of Entry of Order	6
20	5/29/19 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	3
21	6/24/19 Notice of Entry of Order	6
22	4/30/19 Order (Dismissal of Rogich Trust)	4
23	4/30/19 Notice of Entry of Order	5
24	10/4/19 Decision and Order	9
25	10/4/19 Notice of Entry of Order	10

# EXHIBIT 1

# EXHIBIT 1



CLERK OF THE COURT

**ACOM**

Brandon B. McDonald, Esq.  
Nevada Bar No.: 11206  
McDONALD LAW OFFICES, PLLC  
2505 Anthem Village Drive, Ste. E-474  
Henderson, NV 89052  
Telephone: (702) 385-7411  
Facsimile: (702) 664-0448  
Attorneys for Plaintiffs

**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.

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

**FIRST AMENDED COMPLAINT**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

**PARTIES**

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER

1 TRUST as assignee of interests of GO GLOBAL, INC. (hereinafter referred to as "Go Global"), is now,  
2 and was at all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada.

3 3. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and  
4 was at all times relevant hereto, a Nevada limited liability company doing business in Clark County,  
5 Nevada.

6 4. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was  
7 at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark  
8 County, Nevada.

9 5. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now,  
10 and was at all times relevant hereto, a Nevada limited liability company doing business in Clark  
11 County, Nevada.

12 6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive,  
13 whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore  
14 sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-  
15 X inclusive are discovered, the Plaintiff will ask leave to amend this Complaint to substitute the true  
16 names of the said Defendants. The Plaintiff is informed, believes and therefore alleges that the  
17 Defendants so designated herein are responsible in some manner for the events and occurrences  
18 contained in this action.

19  
20  
21 **JURISDICTION**

22 7. That the facts surrounding this matter occurred in Clark County, Nevada, the parties  
23 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

24 8. Additionally this matter relates to an interest/investment conveyed in a Nevada limited  
25 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.  
26  
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28

## **GENERAL ALLEGATIONS**

### **A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills**

9. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

10. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for \$2,747,729.50. (See Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

11. Pursuant to the Agreement the \$2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

12. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

13. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

### **B. Factual Allegations Regarding Nanyah and Eldorado Hills**

14. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

15. Subsequently and in the years 2006 and 2007, Plaintiffs, Robert Ray and Nanyah collectively invested \$1,783,561.60 (with Nanyah's portion being \$1,500,000), collectively, in Eldorado, and were entitled to their respective membership interests.



1           16.     At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30,  
2 2008, Rogich was expressly made aware of the claims of Ray and Nanyah, and that they had invested  
3 in Eldorado.

4           17.     While Ray's interests in Eldorado are believed to have been preserved, despite contrary  
5 representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado  
6 retained the \$1,500,000.

7           18.     That Nanyah is entitled to the return of the \$1,500,00 from Eldorado.

8           19.     As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
9 amount in excess of \$10,000.  
10

11                               **FIRST CLAIM FOR RELIEF**

12                   **(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)**

13           20.     Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
14 set forth herein.

15           21.     That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta  
16 and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global  
17 would be repaid the debt. (Id. at Exhibit 1)

18           22.     Plaintiffs have complied with all conditions precedent and fulfilled their duties under the  
19 Agreement.  
20

21           23.     That Defendant Rogich materially breached the terms of the Agreement when he agreed  
22 to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado for no  
23 consideration to TEDL, LLC. This had the net effect of allowing Rogich to keep Huerta's  
24 \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing  
25 debt.  
26  
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1           24.     Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich  
2 in that they would honor the terms of the Agreement, all to their detriment.

3           25.     As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
4 amount in excess of \$10,000.

5           26.     It has become necessary for Huerta and Go Global to engage the services of an attorney  
6 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
7 pursuant to the Agreement.  
8

9                           **SECOND CLAIM FOR RELIEF**

10           **(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global**  
11                           **Against Rogich)**

12           27.     Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
13 set forth herein.

14           28.     That the parties herein agreed to uphold certain obligations pursuant to their Agreement;  
15 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite  
16 payments required and reasonably maintaining the membership interest to consummate the terms of the  
17 Agreement.  
18

19           29.     Rogich never provided verbal or written notice of his intentions to transfer the interests  
20 held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and  
21 Rogich for other similar conduct.

22           30.     That in every agreement there exists a covenant of good faith and fair dealing.

23           31.     That each party agreed to uphold the terms of the Agreement upon execution of the  
24 Agreement and as a result agreed to perform certain duties.

25           32.     That Defendant, Rogich has failed to maintain the obligations which he agreed upon as  
26 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith  
27

1 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

2 33. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
3 amount in excess of \$10,000.

4 34. It has become necessary for Huerta and Go Global to engage the services of an attorney  
5 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
6 pursuant to the Agreement.

7  
8 **THIRD CLAIM FOR RELIEF**

9 **(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)**

10 35. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
11 set forth herein.

12 36. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

13 37. Rogich represented at the time of the Agreement that he would remit payment to Huerta  
14 and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD,  
15 LLC; and furthermore knew that the representations made by him in the Agreement were in fact false  
16 with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the  
17 debt in the future.

18  
19 38. That these representations were made knowingly, willfully and with the intention that  
20 Huerta and Go Global would be induced to act accordingly and execute the Agreement.

21 39. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich  
22 all to their detriment.

23 40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
24 amount in excess of \$10,000.

25  
26 41. It has become necessary for Huerta and Go Global to engage the services of an attorney  
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28

1 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

2 **FOURTH CLAIM FOR RELIEF**

3 **(Unjust Enrichment - As Alleged by Nanyah Against Eldorado)**

4 44. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
5 set forth herein.

6 45. That Nanyah intended to invest \$1,500,000 into Eldorado as a capital investment for the  
7 benefit of that company, which represented a benefit to Eldorado.

8 46. Eldorado accepted the benefit of the monies provided by Nanyah.

9 47. That Rogich represented on or about October, 2008, that Nanyah's interest in the  
10 company would be purchased.

11 48. Unknown to Nanyah, Rogich and Eldorado decided afterwards that they were not going  
12 to repay Nanyah or buy out their equity interest. However during this same time other persons who  
13 held an equity interest were repaid, such as Eric Reitz.

14 49. Therefore Eldorado sometime following October 2008 made a decision to decline to  
15 repay or purchase Nanyah supposed interest and has to the present kept their \$1,500,000. That Nanyah  
16 believed during same time that they had an equity interest in Eldorado, and it was not until sometime in  
17 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was  
18 the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to  
19 receive any benefit for the \$1,500,000.

20 50. That Eldorado has been unjustly enriched in the amount of \$1,500,000.

21 51. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
22 amount in excess of \$10,000.

23 52. It has become necessary for Nanyah to engage the services of an attorney to commence  
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1 this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

2 WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

3 1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at  
4 time of trial;

5 2. For prejudgment interest;

6 3. For reasonable attorney's fees and costs incurred herein; and

7 4. For such other and further relief as the court deems just and proper.  
8

9 Dated this 21<sup>st</sup> day of October, 2013.

10 McDONALD LAW OFFICES, PLLC

11  
12 By: /s/ Brandon B. McDonald, Esq.  
13 Brandon B. McDonald, Esq.  
14 Nevada Bar No.: 11206  
15 2505 Anthem Village Drive, Ste. E-474  
16 Henderson, NV 89052  
17 Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 21<sup>st</sup> day of October, 2013, service of the foregoing **FIRST AMENDED COMPLAINT** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.  
Steven C. Anderson, Esq.  
LIONEL SAWYER & COLLINS  
300 South Fourth Street, 17<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attorneys for Defendant/Counterclaimant,  
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker  
An employee of McDonald Law Offices, PLLC

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## **EXHIBIT 1**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

### RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) 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 Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ( $1/3^{\text{rd}}$ ) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

CH S.R.



1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22<sup>nd</sup>, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the \_\_\_\_ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

(a) Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust  
3883 Howard Hughes Pkwy., #590  
Las Vegas, NV 89169

If to Seller: Go Global, Inc.  
3060 E. Post Road, #110  
Las Vegas, Nevada 89120

Carlos Huerta  
3060 E. Post Road, #110  
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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(b) Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

(c) Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the Courts of the State of Nevada in the event any action is brought to declaratory relief or enforcement of any of the terms and provisions of this Agreement.

(d) Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or to which it may be entitled.

(e) Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

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oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

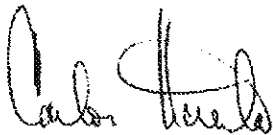
(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence: Time is of the essence of this Agreement and all of its provisions.

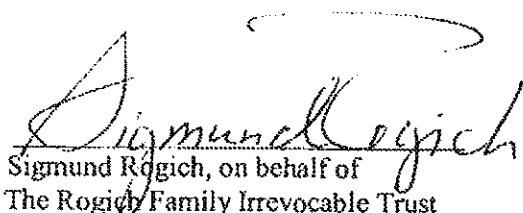
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"



Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"



Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust



EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

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EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



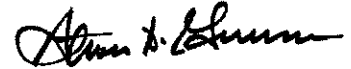
\_\_\_\_\_  
Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

**EXHIBIT 2**

**EXHIBIT 2**

**COMP**

Mark G. Simons, Esq. (SBN 5132)  
**ROBISON, BELAUSTEGUI, SHARP & LOW**  
A Professional Corporation  
71 Washington Street  
Reno, Nevada 89503  
Telephone: (775) 329-3151  
Facsimile: (775) 329-7941  
Email: [msimons@rbsllaw.com](mailto:msimons@rbsllaw.com)



CLERK OF THE COURT

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

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

**DEPT. NO.:** III

Plaintiff,

v.

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

Defendants.

**COMPLAINT**

1. Plaintiff, Nanyah Vegas, LLC is a Nevada limited liability company ("Nanyah").
2. Defendant TELD, LLC is, and was at all times relevant hereto, a Nevada limited liability company ("Teld").
3. Defendant Peter Eliades is an individual who is believed to be a resident of the State of Nevada ("Peter Eliades").
4. Defendant Peter Eliadas is the Trustee of the The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust").

1           5. Defendant Sigmund Rogich is an individual who is believed to be a  
2 resident of the State of Nevada ("Sigmund Rogich").

3           6. Defendant Sigmund Rogich is the Trustee of The Rogich Family  
4 Irrevocable Trust ("Rogich Trust").

5           7. Defendant Imitations, LLC is, and was at all times relevant hereto, a  
6 Nevada limited liability company ("Imitations").

7           8. Plaintiff does not know the true names and capacities of defendants sued  
8 herein as DOES 1 through 10, inclusive, and therefore sues these defendants by  
9 fictitious names. Plaintiff is informed and believes, and thereon alleges, that each of  
10 these fictitiously named defendants is responsible in some actionable manner for the  
11 damages herein alleged. Plaintiff requests leave of Court to amend its Complaint to  
12 name the defendants specifically when their identities become known.

13 **I. GENERAL ALLEGATIONS.**

14 **A. FORMATION AND OPERATION OF ELDORADO HILLS, LLC.**

15           9. Eldorado Hills, LLC ("Eldorado") was an entity formed in September, 2005,  
16 for the purpose of owning and developing land in Clark County, Nevada, made up of  
17 161.93 acres, several buildings and a functioning gun club and shooting range  
18 commonly known as 12801 South U.S. Highway 95 and identified as Assessor Parcel  
19 Number 189-11-002-001 (the "Property").

20           10. Go Global, Inc. ("Go Global") and Rogich Trust were originally 50%-50%  
21 members in Eldorado.

22           11. In order to acquire the Property, Eldorado obtained institutional financing  
23 in the amount of \$21 million dollars (the "Loan").

24           12. Eldorado relied on its two members to pay the monthly Loan payments  
25 requiring Go Global and Rogich Trust to contribute additional funds to Eldorado, which  
26 in turn Eldorado would use to pay the monthly Loan payment. In addition, funds  
27 contributed would be applied and used towards development costs as the project was  
28 being designed as an industrial park.

1           13. Commencing in or about 2006, Rogich Trust was experiencing financial  
2 difficulties which caused Rogich Trust to be unable to contribute further funds to  
3 Eldorado for payment of Eldorado's monthly Loan payments.

4           14. Accordingly, commencing in or about 2006, with the knowledge, approval  
5 and consent of Rogich Trust, Go Global began funding Eldorado's monthly Loan  
6 payments with the further knowledge, consent and agreement that Eldorado would  
7 repay Go Global's advances.

8           15. In or about 2007, Go Global and Rogich Trust agreed that Go Global  
9 would seek additional investors to invest in Eldorado, and in turn, Eldorado could use  
10 such invested funds for repayment of Go Global's advances and to assist Eldorado to  
11 make future debt service obligations and for future development of the Property.

12           16. In reliance on Rogich Trust's approval, consent and knowledge, Go Global  
13 solicited and obtained the following investments into Eldorado:

- |    |   |             |
|----|---|-------------|
| 14 | a. Nanyah                                 | \$1,500,000 |
| 15 | b. Antonio Nevada ("Antonio")             | \$3,360,000 |
| 16 | c. Ray Family Trust ("Ray")               | \$283,561   |
| 17 | d. Eddyline Investments, LLC ("Eddyline") | \$50,000    |

18           17. After receipt of Nanyah's investment, with the full knowledge, consent and  
19 agreement of Rogich Trust, in or about December 2007, Eldorado used a majority of the  
20 \$1.5 million invested to repay Go Global the amounts Go Global had single-handedly  
21 advanced on behalf of Eldorado.

22           18. Nanyah was an entity specifically formed for the purpose of investing in  
23 Eldorado.

24           19. Rogich Trust was at all times fully informed and approved the foregoing  
25 transactions.

26           20. Although Eldorado received the foregoing investments from Nanyah,  
27 Antonio, Ray, Eddyline, Eldorado failed to properly issue membership interests  
28 reflective of such investments to Nanyah and Antonio. Nanyah is informed and believes

1 that Eldorado subsequently recognized Ray and Eddyline as members of Eldorado with  
2 ownership interests. Eldorado subsequently paid Antonio all amounts due to it for its  
3 investment into Eldorado. Eldorado has, however, refused to honor Nanyah's  
4 ownership interest in Eldorado necessitating this action.

5 **B. OCTOBER, 2008 TRANSACTION BETWEEN GO GLOBAL AND**  
6 **ROGICH TRUST.**

7 21. In or about October, 2008, Eldorado was in default under the Loan.

8 22. Go Global agreed to sell its interest in Eldorado to Rogich Trust and  
9 Rogich Trust in turn agreed to resell Go Global's interest in addition to part of its interest  
10 in Eldorado to new parties interested in investing in Eldorado.

11 23. Accordingly, on or about October 30, 2008, Go Global and Rogich Trust  
12 entered into a Purchase Agreement whereby Rogich Trust agreed to acquire Go  
13 Global's membership interest in Eldorado (the "Purchase Agreement").

14 24. The Purchase Agreement's terms accurately reflected that Go Global's  
15 interest in Eldorado, which Rogich Trust was acquiring, was not yet determined due to  
16 the dilution of the parties' original 50% interests based upon the additional investments  
17 made by Nanyah, Antonio, Ray and Eddyline. *Id.*, Recitals, A.

18 25. In addition, in entering into the Purchase Agreement, Rogich Trust  
19 intended and agreed to be fully responsible for repayment of Nanyah's, Antonio's, Ray's  
20 and Eddyline's investments in Eldorado. *Id.*

21 26. Rogich Trust affirmed, represented and covenanted that it would confirm  
22 the membership interests of Nanyah, Antonio, Ray and Eddyline in Eldorado or convert  
23 such interests into non-interest bearing debt. *Id.*

24 27. Rogich Trust agreed that Nanyah's, Antonio's, Ray's and Eddyline's  
25 membership interests in Eldorado would not be subject to any capital calls. *Id.*

26 28. Rogich Trust also agreed that recognition of Nanyah's, Antonio's, Ray's  
27 and Eddyline's membership interest in Eldorado would be established from Rogich  
28 Trust's interest in Eldorado. *Id.*

1           29. Go Global also represented and warranted that Nanyah's, Antonio's,  
2 Ray's and Eddyline's investments in Eldorado, identified in the Purchase Agreement at  
3 Exhibit A, were accurate and that Go Global agreed to indemnify Rogich Trust for any  
4 claims over and above the listed amounts for these investors. *Id.*, ¶4.

5           30. Go Global also warranted that its membership interest was subject to the  
6 claims by Nanyah, Antonio, Ray and Eddyline for their membership interest in Eldorado  
7 and/or encumbered for the repayment of their investment. *Id.*

8           31. Pursuant to the Purchase Agreement, Go Global was relieved of any  
9 obligation and/or repayment to Nanyah, Antonio, Ray and Eddyline and Rogich Trust  
10 agreed to accept full responsibility for said obligations. *Id.*

11           32. Rogich Trust also agreed and covenanted that the obligations owed to  
12 Nanyah, Antonio, Ray and Eddyline would all survive the closing of the transaction  
13 whereby Go Global transferred its membership interest to Rogich Trust. *Id.* ¶6(d).

14           33. The Purchase Agreement also provides that a prevailing party is entitled  
15 to recover of all of its attorneys' fees and costs. *Id.* ¶7(d).

16           34. Nanyah is a specifically identified third-party beneficiary under the  
17 Purchase Agreement.

18           35. The Purchase Agreement also acknowledged that as part of Rogich  
19 Trust's acquisition of Go Global's membership interest in Eldorado, and as part of its  
20 obligation to document their membership interests and/or repay Nanyah, Antonio, Ray  
21 and Eddyline for their investments, Rogich Trust was reselling part of Eldorado's  
22 membership interest to the following entities:

23           a. TELD, LLC ("Teld"); and

24           b. Albert E. Flangas Revocable Living Trust dated July 22nd 2005  
25 ("Flangas").

26 *Id.* ¶5.

27           36. Go Global agreed to sell its interest in Eldorado to Rogich Trust for the  
28 price of \$2,747,729.50 in addition to Rogich Trust's representations and promises to



1 accept full liability to honor the membership interests of Nanyah, Antonio, Ray and  
2 Eddyline and/or to repay the investments made by these entities into Eldorado.

3 37. The Purchase Agreement also provided that "time is of the essence"  
4 regarding compliance with the agreement's provisions. *Id.* ¶17(n).

5 **C. OCTOBER, 2008 TRANSACTIONS BETWEEN ROGICH TRUST, TELD**  
6 **AND FLANGAS.**

7 38. Contemporaneously with the execution of the Purchase Agreement, on or  
8 about October 30, 2009, Rogich Trust entered into a Membership Interest Purchase  
9 Agreement with Teld (the "Teld Agreement").

10 39. Sigmund Rogich was a party to the Teld Agreement.

11 40. Peter Eliades was a party to the Teld Agreement.

12 41. Go Global was also a party to the Teld Agreement for the purpose of,  
13 among other things, "consenting" to the transaction.

14 42. Contemporaneously with the execution of the Purchase Agreement and  
15 the Teld Agreement, on or about October 30, 2008, Rogich Trust also entered into a  
16 Membership Interest Purchase Agreement with Flangas (the "Flangas Agreement").

17 43. Sigmund Rogich was also a party to the Flangas Agreement.

18 44. Go Global was also a party to the Flangas Agreement for the purpose of,  
19 among other things, "consenting" to the transaction.

20 45. Given that the terms of the Teld Agreement and the Flangas Agreement  
21 are virtually identical, these membership purchase agreements will jointly be referred to  
22 hereafter as the "Membership Agreements" unless otherwise specified.

23 46. The Membership Agreements document that the Loan required a principal  
24 reduction payment of \$4,321,718.82 and a payment of \$678,281.68 as and for accrued  
25 interest. *Id.* Recital C.

26 47. The Membership Agreements specifically reference the interests of  
27 Nanyah, Antonio, Ray and Eddyline in Eldorado and state that Rogich Trust is  
28 concurrently acquiring the ownership interests of these entities—which are included

1 within Go Global's membership interest in Eldorado. *Id.* Recital F.

2 48. Pursuant to the terms of the Membership agreements, Rogich Trust was  
3 selling to Teld and to Flangas each 1/6<sup>th</sup> interest in Eldorado. *Id.* Recital D.

4 49. In addition, Rogich Trust entered into a Subscription Agreement with Teld  
5 and with Flangas by which each entity also acquired another 1/6<sup>th</sup> interest in Eldorado.  
6 *Id.* Recital E. The Subscription Agreement is incorporated as Exhibit C to the  
7 Membership Agreements. *Id.*

8 50. Nowhere in the Purchase Agreement or Membership Agreements does  
9 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as  
10 part of these transactions Flangas was buying Go Global's interest then concurrently  
11 reselling this interest back to Teld with a portion going to Rogich Trust.

12 51. Nowhere in the Purchase Agreement or Membership Agreements does  
13 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as  
14 part of these transactions Teld is reselling 6.67% of its interest acquired from Flangas  
15 back to Rogich Trust and/or allegedly "loaning" Rogich Trust \$600,000 to acquire Go  
16 Global's interest via transfer to Flangas, then by transfer to Teld, then by ultimate  
17 transfer to the Rogich Trust.

18 52. Both Membership Agreements cross-reference the contemporaneous  
19 agreements. *Id.*, Recital G.

20 53. The Membership Agreements also incorporate and adopt the Amended  
21 and Restated Operating Agreement for Eldorado. *Id.* Recital I.

22 54. The Amended and Restated Operating Agreement for Eldorado is  
23 attached as Exhibit I to the Membership Agreements. *Id.*

24 55. Accordingly, upon the disclosed information contained in the Purchase  
25 Agreement and Membership Agreements, Rogich Trust was acquiring Go Global's  
26 membership interest (which interest was subject to a right of a membership interest  
27 and/or repayment of debt for Nanyah, Antonio, Ray and Eddyline) and Rogich Trust was  
28 contemporaneously reselling this encumbered membership interest to Teld and Flangas

1 and Eldorado was issuing new 1/6<sup>th</sup> membership interests to Teld and Flangas.

2 56. Therefore, based upon the terms of the Membership Agreements, upon  
3 the close of the transactions, the ownership of Eldorado was documented as follows:

- 4 a. Rogich Trust 1/3<sup>rd</sup>;  
5 b. Teld 1/3<sup>rd</sup>; and  
6 c. Flangas 1/3<sup>rd</sup>.

7 *Id.* ¶3.

8 57. Further, Rogich Trust's 1/3<sup>rd</sup> interest was specifically subject to the rights  
9 of all the investors for whom Rogich Trust had already assumed responsibility to repay,  
10 i.e., Nanyah, Antonio, Ray and Eddyline. *Id.* ¶3(c).

11 58. Rogich Trust specifically affirmed the following representations in the  
12 Membership Agreements:

- 13 a. that Rogich Trust's interest in Eldorado was subject to the rights of  
14 Nanyah, Antonio, Ray and Eddyline; and  
15 b. the amounts owed to Nanyah, Antonio, Ray and Eddyline were all  
16 accurately identified in Exhibit D to the Membership Agreements.

17 *Id.* ¶4.

18 59. Exhibit D to the Membership Agreements then states in concise detail the  
19 following:

20 **Seller [Rogich Trust] confirms that certain amounts have been**  
21 **advanced to or on behalf of the Company [Eldorado] by certain third-**  
22 **parties, as referenced in Section 8 of the Agreement. Seller [Rogich**  
23 **Trust] shall endeavor to convert the amounts advanced into non-**  
**interest bearing promissory notes for which Seller [Rogich Trust] will**  
**be responsible.**

24 *Id.*, Membership Agreements, Exh. D (emphasis added).

25 60. Exhibit D to the Membership Agreements also detailed Nanyah's,  
26 Antonio's, Ray's and Eddyline's financial investments into Eldorado.

27 61. Section 8 of the Membership Agreement, which was specifically  
28 referenced in Exhibit D, also states the following with regard to Rogich Trust's  
obligations to Nanyah and the other investors as follows:

1 Seller [Rogich Trust] shall defend, indemnify and hold Buyer  
2 harmless from any and all the claims of Eddyline . . . Ray . . . Nanyah . . .  
3 and Antonio, **each of whom invested or otherwise advanced the**  
4 **funds, plus certain possible claimed accrued interest.**

5 *Id.* ¶8(c) (emphasis added).

6 62. Rogich Trust, Teld and Flangas all agreed that the Amended and  
7 Restated Operating Agreement for Eldorado became enforceable and effective upon  
8 the closing of the transactions. *Id.* ¶6.

9 63. Conclusively demonstrating that Rogich Trust's membership interest was  
10 subject to Nanyah's and the other investor's interests, the Amended and Restated  
11 Operating Agreement specifically called out that Rogich Trust's membership interest in  
12 Eldorado was "subject to certain possible dilution or other indemnification  
13 responsibilities assumed by the Rogich Trust in the Purchase Agreements." *Id.* at ¶B.

14 **D. ROGICH TRUST'S ACQUISITION OF FLANGAS' INTEREST IN**  
15 **ELDORADO.**

16 64. Sometime during the later part of 2008 and/or contemporaneously with the  
17 execution of the Purchase Agreements and Membership Agreements, Nanyah is  
18 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete  
19 Eliades agreed that Flangas would cease being a member in Eldorado and would sell  
20 its 33 1/3<sup>rd</sup> interest in Eldorado to Teld and to the Rogich Trust.

21 65. In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000  
22 for Rogich Trust to acquire 6.67% interest in Eldorado from Flangas.

23 66. Of note, this transaction evidenced that 1% of Eldorado was equivalent to  
24 approximately \$100,000. As discussed later herein, Rogich Trust wrongfully transfers  
25 its 40% interest in Eldorado (valued at \$4 million) to Teld for the alleged repayment of  
26 Rogich Trust's \$600,000 note. In this fashion, Rogich Trust and Teld, along with their  
27 principals, wrongfully conspired to transfer \$3.4 million worth of value from Rogich to  
28 Teld to avoid recognizing Nanyah's interest in Eldorado and/or to avoid repaying  
Eldorado its investment in Eldorado.

1           67. As part of the foregoing transaction, Nanyah is informed and believes that  
2 Flangas transferred its remaining interest in Eldorado to Teld.

3           68. Accordingly, as of approximately the end of 2008, Rogich Trust held a  
4 40% membership interest in Eldorado and this membership interest was subject to  
5 Nanyah's membership interest claim and/or repayment of Nanyah's investment.

6           69. Nanyah was never informed of the foregoing transactions between Rogich  
7 Trust, Teld and Flangas.

8           **E. TELD'S ACQUISITION OF ROGICH TRUST'S 40% INTEREST IN**  
9           **ELDORADO.**

10          70. Based upon information and belief, on about August or September of  
11 2012, Teld and Rogich Trust entered into a new agreement whereby Rogich Trust  
12 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the  
13 sum of \$682,000 to the Eliades Trust (the "Eliades Trust Acquisition"). Nanyah is  
14 informed and believes these documents were backdated to January 1, 2012, for some  
15 reason that it is not yet known to Nanyah.

16          71. Nanyah is informed and believes that Pete Eliades and/or Teld is the  
17 grantor, Trustee and/or beneficiary of the Eliades Trust.

18          72. Pursuant to the Eliades Trust Acquisition, Rogich Trust represented that it  
19 had the authority to transfer the 40% membership interest in Eldorado to the Eliades  
20 Trust without the consent or approval of any other person or entity.

21          73. Rogich Trust's representations were false in that Rogich Trust and the  
22 Eliades Trust both knew that Rogich Trust's membership interest was subject to the  
23 rights and claims of Nanyah.

24          74. As part of this transaction, Rogich Trust represented that it was insolvent  
25 and unable to contribute to the ongoing debt obligations of Eldorado as it was obligated  
26 to do under the terms of the Eldorado Amended and Restated Operating Agreement.

27          75. Rogich Trust has asserted that the \$682,000 amount for which it  
28 transferred its 40% interest in Eldorado to the Eliades Trust was for the purpose of

1 repaying the original \$600,000 that the Rogich Trust allegedly borrowed to acquire  
2 6.67% interest of Flangas' ownership interest from Teld, plus \$83,000 in interest.

3 76. Nanyah has since discovered that the purported repayment of \$683,000 to  
4 Eliades was a sham transaction perpetrated to assist Rogich Trust and Teld from  
5 repaying the debt owed to Nanyah and to assist in transferring Rogich Trust's  
6 membership interest to Teld's affiliated entity the Eliades Trust.

7 77. As part of the Eliades Trust Acquisition, a Unanimous Written Consent of  
8 the Managers of Eldorado Hills, LLC was entered into by and between Rogich Trust and  
9 Teld (hereinafter the "Eldorado Resolution").

10 78. The Eldorado Resolution identifies that Rogich Trust is transferring its  
11 40% interest in Eldorado to the Eliadas Trust subject to the claims of Ray and Eddyline.

12 79. The Eldorado Resolution intentionally omits Rogich Trust's obligations to  
13 Nanyah again demonstrating such transaction was perpetrated for the purpose of  
14 avoiding Nanyah's membership interest in Eldorado.

15 80. Nanyah is informed and believes that by this time, Rogich Trust, Sigmund  
16 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades  
17 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in  
18 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado.

19 81. Nanyah has since been informed that as part of the Eliades Trust  
20 Acquisition, Rogich Trust also received an additional interest in Imitations, LLC  
21 ("Imitations") from the Eliades Trust, which Nanyah believes such interest is valued at  
22 over \$2,500,000. Of note, further demonstrating the scheme to harm Nanyah,  
23 Imitations, LLC was established by Peter Eliades as a Nevada limited liability company,  
24 but has been solely controlled by Rogich or one of his entities since inception.

25 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust  
26 never informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution.

27 83. It was not until December, 2012, that Nanyah discovered that Rogich  
28 Trust purported to no longer own any interest in Eldorado and that Rogich Trust's

1 interest in Eldorado had been transferred to Teld and/or the Eliades Trust.

2 84. Nanyah is informed and believes that Rogich Trust repaid Antonio its  
3 investment in Eldorado and formally recognized Ray's and Eddyline's membership  
4 interests in Eldorado.

5 **FIRST CLAIM FOR RELIEF**  
6 **(Breach of Contract-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

7 85. Nanyah incorporates all prior allegations as if fully set forth herein.

8 86. Nanyah invested \$1.5 million into Eldorado.

9 87. At all relevant times, Nanyah claimed an ownership interest in Eldorado.

10 88. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the  
11 Purchase Agreement, the Membership Agreements and the Amended and Restated  
12 Operating Agreement, which agreements all specifically identified Nanyah as a third-  
13 party beneficiary of each agreement.

14 89. Pursuant to the terms of these agreements, all parties agreed that  
15 Nanyah's \$1.5 million investment into Eldorado would be documented as an "equity"  
16 interest in Eldorado and, if not, such investment would otherwise be treated as "non-  
17 interest bearing debt".

18 90. Nanyah's membership interest has no capital calls.

19 91. Nanyah's membership interest was required to be apportioned from  
20 Rogich Trust's membership interest in Eldorado.

21 92. The defendants, and each of them, breached the terms of the foregoing  
22 agreements by, among other things:

- 23 a. failing to provide Nanyah a membership interest in Eldorado;  
24 b. failing to convert Nanyah's investment into a non-interest bearing  
25 debt;  
26 c. failing to inform Nanyah that Rogich Trust was transferring its full  
27 membership interest in Eldorado to the Eliadas Trust in breach of  
28 the terms of the agreements;  
d. in transferring Rogich Trust's full membership interest in Eldorado  
to the Eliadas Trust in breach of the terms of the agreements; and

- 1  
2 e. working cooperatively to assist Rogich Trust in transferring its full  
3 membership interest in Eldorado to the Eliadas Trust for the  
4 purpose of not honoring the debt owed to Nanyah.

5 93. Nanyah has sustained damages in excess of Ten Thousand Dollars  
6 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
7 reasonable and necessary attorney's fees and costs incurred in this action.

8 **SECOND CLAIM FOR RELIEF**

9 **(Breach of the Implied Covenant of Good Faith and Fair Dealing, Contractual-  
10 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

11 94. Nanyah incorporates all prior allegations as if fully set forth herein.

12 95. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the  
13 Purchase Agreement, the Membership Agreements and the Amended and Restated  
14 Operating Agreement, which agreements all specifically identified Nanyah as a third-  
15 party beneficiary of each agreement.

16 96. These defendants owed Nanyah a duty of good faith and fair dealing  
17 arising from these contracts.

18 97. The defendants breached the implied covenant of good faith and fair  
19 dealing contained in the agreements by engaging in misconduct that was unfaithful to  
20 the purpose of the contractual relationship, by among other things:

- 21 a. failing to provide Nanyah a membership interest in Eldorado;  
22 b. failing to convert Nanyah's investment into a non-interest bearing  
23 debt;  
24 c. failing to inform Nanyah that Rogich Trust was transferring its full  
25 membership interest in Eldorado to the Eliadas Trust in breach of  
26 the terms of the agreements;  
27 d. in transferring Rogich Trust's full membership interest in Eldorado  
28 to the Eliadas Trust in breach of the terms of the agreements; and  
e. working cooperatively to assist Rogich Trust in transferring its full  
membership interest in Eldorado to the Eliadas Trust for the  
purpose of not honoring the debt owed to Nanyah.



98. The defendants' acts intended to and did accomplish the wrongful objective in deceiving and depriving Nanyah of its expectations and financial benefits in investing in Eldorado's ownership and development of the Property.

99. Nanyah has sustained damages in excess of Ten Thousand Dollars (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its reasonable and necessary attorney's fees and costs incurred in this action.

**THIRD CLAIM FOR RELIEF**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing, Tortious-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

100. Nanyah incorporates all prior allegations as if fully set forth herein.

101. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the Purchase Agreement, the Membership Agreements and the Amended and Restated Operating Agreement, which agreements all specifically identified Nanyah as a third-party beneficiary of each agreement.

102. These defendants owed Nanyah a duty of good faith and fair dealing arising from these contracts.

103. These defendants shared a special, fiduciary and/or confidential relationship with Nanyah.

104. Nanyah did repose in these defendants a special confidence with respect to the transactions involving its investment in Eldorado and defendants were obligated to honor the special confidence and confidentiality with due regard for Nanyah's interests.

105. The defendants breached the implied covenant of good faith and fair dealing contained in the agreements by engaging in misconduct that was unfaithful to the purpose of the contractual relationship and special relationship that existed, by among other things:

- a. failing to provide Nanyah a membership interest in Eldorado;
- b. failing to convert Nanyah's investment into a non-interest bearing debt;

- 1 c. failing to inform Nanyah that Rogich Trust was transferring its full  
2 membership interest in Eldorado to The Eliadas Trust in breach of  
3 the terms of the agreements;  
4 d. in transferring Rogich Trust's full membership interest in Eldorado  
5 to The Eliadas Trust in breach of the terms of the agreements; and  
6 e. working cooperatively to assist Rogich Trust in transferring its full  
7 membership interest in Eldorado to the Eliadas Trust for the  
8 purpose of not honoring the debt owed to Nanyah.

9 106. The defendants' acts intended to and did accomplish the wrongful  
10 objective in deceiving and depriving Nanyah of its expectations and financial benefits in  
11 investing in Eldorado's ownership and development of the Property.

12 107. Nanyah has sustained damages in excess of Ten Thousand Dollars  
13 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
14 reasonable and necessary attorney's fees and costs incurred in this action.

15 108. When the defendants' acts were performed, they acted with oppression,  
16 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's  
17 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of  
18 Ten Thousand Dollars (\$10,000.00).

19 **FOURTH CLAIM FOR RELIEF**  
20 **(Intentional Interference With Contract—Sigmund Rogich, Teld, Peter Eliades,**  
21 **Eliades Trust, Imitations)**

22 109. Nanyah incorporates all prior allegations as if fully set forth herein.

23 110. Nanyah was a third-party beneficiary of the Purchase Agreement, the  
24 Membership Agreements and the Amended and Restated Operating Agreement.

25 111. These defendants were all aware of the foregoing agreements specifically  
26 identifying Nanyah's membership interest in Eldorado and the rights to receive such  
27 interest from the Rogich Trust.

28 112. These defendants performed intentional acts intended or designed to  
disrupt Nanyah's contractual rights arising out of these contracts.

113. Based upon these defendants' actions, actual disruption of the contracts  
occurred.

114. Nanyah has sustained damages in excess of Ten Thousand Dollars (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its reasonable and necessary attorney's fees and costs incurred in this action.

115. When the defendants' acts were performed, they acted with oppression, fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of Ten Thousand Dollars (\$10,000.00).

**FIFTH CLAIM FOR RELIEF**  
**(Constructive Trust—The Eliades Trust)**

116. Nanyah incorporates all prior allegations as if fully set forth herein.

117. The Eliades Trust has obtained Rogich Trust's interest in Eldorado, which interest was subject to Nanyah's ownership interest in Eldorado. At all times, the Eliades Trust was fully aware of Nanyah's ownership interests in Eldorado.

118. The Eliades Trust, working cooperatively with the other named defendants, assisted Rogich Trust in the transfer of its full membership interest in Eldorado to the Eliadas Trust for the purpose of not honoring the obligations owed to Nanyah.

119. By reason of the foregoing, this Court should impose a constructive trust upon the Eliades Trust's membership interest in Eldorado for all profits found to be improperly acquired by it and/or for all interests Nanyah is entitled to receive.

**SIXTH CLAIM FOR RELIEF**  
**(Conspiracy—All Defendants)**

120. Nanyah incorporates all prior allegations as if fully set forth herein.

121. Defendants, by acting in concert, intended to accomplish an unlawful objective in deceiving and depriving Nanyah from its expectations and financial benefits in being a member of Eldorado.

122. Nanyah has sustained damages in excess of Ten Thousand Dollars (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its

1 reasonable and necessary attorney's fees and costs incurred in this action.

2 123. When the defendants' acts were performed, they acted with oppression,  
3 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's  
4 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of  
5 Ten Thousand Dollars (\$10,000.00).  
6

7 **SEVENTH CLAIM FOR RELIEF**  
8 **(Fraudulent Transfer-NRS 112.180(1)(b))**

9 124. Nanyah incorporates all prior allegations as if fully set forth herein.

10 125. The conveyances by Rogich Trust to the Eliades Trust constituted a  
11 "transfer" of assets within the meaning of Nevada's Uniform Fraudulent Transfer Act  
12 (the "UFTA").

13 126. The transfer was performed with actual intent to hinder, delay or defraud  
14 Nanyah so that Nanyah would be deprived of its interest in Eldorado.

15 127. At all relevant times the Eliades Trust had actual knowledge of Nanyah's  
16 interest in Eldorado and cannot, therefore, be a "good faith" purchaser within the  
17 meaning of NRS 112.220.

18 128. Pursuant to NRS 112.210, Nanyah is entitled to the following relief against  
19 the Eliades Trust:

- 20 a. The right to levy execution on the assets transferred to the Eliades  
21 Trust or their proceeds;
- 22 b. The avoidance of the transferred membership interest to the extent  
23 necessary to satisfy Nanyah's claims;
- 24 c. Recovery of the value of the transfer to the extent necessary to  
25 satisfy Nanyah's claims;
- 26 d. Appointment of a receiver to take charge of the assets transferred  
27 until such time as those assets can be liquidated;
- 28 e. Attachment or garnishment against the asset transferred; and,
- f. An injunction against further disposition by the Eliades Trust and/or  
subsequent transferee of the assets transferred.

1           129. Nanyah has sustained damages in excess of Ten Thousand Dollars  
2 (\$10,000.00) as a result of the defendant's actions and it is entitled to recover its  
3 reasonable and necessary attorney's fees and costs incurred in this action.  
4

5           130. When the defendant's acts were performed, it acted with oppression, fraud  
6 and malice and/or with the willful, intentional and reckless disregard of Nanyah's rights  
7 and interest, and, therefore, Nanyah is entitled to punitive damages in excess of Ten  
8 Thousand Dollars (\$10,000.00).

9                                   **EIGHTH CLAIM FOR RELIEF**  
                                  **(Declaratory Relief)**

10          131. Nanyah incorporates all prior allegations as if fully set forth herein.

11          132. There exists a current justiciable controversy between Nanyah and the  
12 named defendants regarding Nanyah's rights and obligations with respect to its  
13 investment into Eldorado.

14          133. Pursuant to NRS 30.030 and 30.040 Nanyah is entitled to seek  
15 declaratory relief determining the amount of its membership interest in Eldorado and/or  
16 the amounts owed to it in the event a membership interest is not sought and/or  
17 obtained.

18          134. This controversy is ripe for adjudication.

19          135. Nanyah seeks a declaration from this Court setting forth Nanyah's rights  
20 as contained in the various agreements referenced herein.  
21

22                                   **NINTH CLAIM FOR RELIEF**  
                                  **(Specific Performance)**

23          136. Nanyah incorporates all prior allegations as if fully set forth herein.

24          137. The terms of the various contracts are clear, definite and certain.

25          138. An award of damages may be inadequate to compensate Nanyah for the  
26 derivation of its membership interest in Eldorado.

27          139. Nanyah has already tendered its performance by paying \$1.5 million as an  
28 investment into and/or for the benefit of Eldorado.

1 140. Accordingly, Nanyah is entitled to specific performance of the Purchase  
2 Agreement, Membership Agreements and the Amended and Restated Operating  
3 Agreement vesting Nanyah with a membership interest in Eldorado as detailed herein.

4 WHEREFORE, Nanyah prays for judgment against the Defendants, and each of  
5 them, as follows:

- 6 1. For compensatory damages according to proof in excess of \$10,000.00;  
7 2. For general damages according to proof in excess of \$10,000.00;  
8 3. For punitive damages according to proof in excess of \$10,000.00;  
9 4. For the imposition of a constructive trust on the Eliades Trust's  
10 membership interest in Eldorado including not limited to all profits Nanyah  
11 is entitled to receive from the ownership and development of the Property;  
12 5. For declaratory relief;  
13 6. For specific performance;  
14 7. For costs of Court and attorneys' fees incurred;  
15 8. For such other relief as the Court determines appropriate.

16 **AFFIRMATION:** The undersigned does hereby affirm that this document does  
17 not contain the Social Security Number of any person.

18 DATED this 4<sup>th</sup> day of November, 2016.

19  
20 ROBISON, BELAUSTEGUI, SHARP & LOW  
21 A Professional Corporation  
22 71 Washington Street  
23 Reno, Nevada 89503

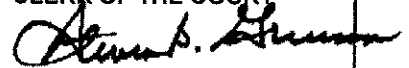
24 By: 

25 MARK G. SIMONS, ESQ.  
26 Attorneys for Nanyah Vegas, LLC  
27  
28

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**EXHIBIT 3**

**EXHIBIT 3**



**ORDER**

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*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

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

**DEPT. NO.: XXVII**

**ORDER PARTIALLY GRANTING  
SUMMARY JUDGMENT**

**CONSOLIDATED WITH:**

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



1 withdrawn by Plaintiff and should be dismissed.

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

5 Dated this 17 day of May, 2018.

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

9 Respectfully submitted by:

10 SIMONS LAW, PC

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

15 Approved:

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

17 FENNEMORE CRAIG, P.C.

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

///  
///

1 BAILEY KENNEDY

2

3 By:


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6 8984 Spanish Ridge Avenue  
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9 JLiebman@BaileyKennedy.com

10 *Attorneys for Defendants Pete Eliades, individually, and as*  
11 *Trustee of The Eliades Survivor Trust of 10/30/08*  
12 *Teld, LLC and Eldorado Hills, LLC*  
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**EXHIBIT 4**

**EXHIBIT 4**



1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132  
3 SIMONS LAW, PC  
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5 Reno, Nevada, 89509  
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8 Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

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

9 Dated this 17 day of May, 2018.

10  
11 Nancy L. Alf  
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: [Signature]

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

21 Approved:

22 This \_\_\_\_ day of \_\_\_\_, 2018

23 FENNEMORE CRAIG, P.C.

24 Samuel S. Lionel, Esq. NV Bar No. 1766  
25 Brenoch Wirthlin, Esq. NV Bar No. 10282  
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Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC

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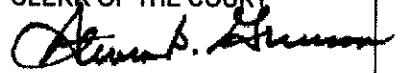
1  
2 BAILEY KENNEDY

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125  
5 Dennis Kennedy, Esq., Nevada Bar No. 1462  
6 8984 Spanish Ridge Avenue  
7 Las Vegas, NV 89148  
8 DKennedy@BaileyKennedy.com  
9 JLiebman@BaileyKennedy.com  
10 *Attorneys for Defendants Pete Eliades, individually, and as*  
11 *Trustee of The Eliades Survivor Trust of 10/30/08*  
12 *Teld, LLC and Eldorado Hills, LLC*  
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**EXHIBIT 5**

**EXHIBIT 5**



**NEOJ**

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*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,

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

**DEPT. NO.: XXVII**

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

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

Plaintiff,

v.

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

**NOTICE OF ENTRY OF ORDERS**

Defendants.



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**NOTICE OF ENTRY OF ORDERS**

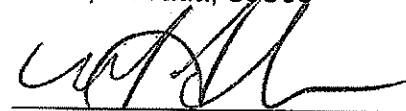
PLEASE TAKE NOTICE THAT on May 17, 2018, an Order Denying  
Countermotion for Summary Judgment and Denying NRCP 56(f) Relief was entered by  
the Honorable Nancy L. Alf and filed with this Court on May 22, 2018 in this matter. A  
true and correct copy of the Order is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE THAT on May 17, 2018, an Order Partially  
Granting Summary Judgment was entered by the Honorable Nancy L. Alf and filed with  
this Court on May 22, 2018 in this matter. A true and correct copy of the Order is  
attached hereto as **Exhibit 2**.

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

DATED this 22<sup>nd</sup> day of May, 2018.

SIMONS LAW, PC  
6490 S. McCarran Blvd., #20  
Reno, Nevada, 89509



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

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**CERTIFICATE OF SERVICE**

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

Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
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Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 22 day of May, 2018.

  
\_\_\_\_\_  
Employee of SIMONS LAW, PC

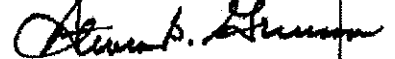
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**EXHIBIT LIST**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Order Denying Countermotion	3
2	Order Partially Granting Summary Judgment	4

**EXHIBIT 1**

**EXHIBIT 1**



1 **ORDR**

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9 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

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

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

9 Dated this 17 day of May, 2018.

10  
11 Nancy L. Alf  
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: [Signature]

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

21 Approved:

22 This \_\_\_\_ day of \_\_\_\_, 2018

23 FENNEMORE CRAIG, P.C.

24 Samuel S. Lionel, Esq. NV Bar No. 1766  
25 Brenoch Wirthlin, Esq. NV Bar No. 10282  
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28 Tel: 702-692-8000  
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Attorneys for Sigmund Rogich, Individually and as Trustee of  
The Rogich Family Irrevocable Trust and Imitations, LLC

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BAILEY KENNEDY

By:

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Dennis Kennedy, Esq., Nevada Bar No. 1462  
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JLiebman@BaileyKennedy.com  
*Attorneys for Defendants Pete Eliades, individually, and as  
Trustee of The Eliades Survivor Trust of 10/30/08  
Teld, LLC and Eldorado Hills, LLC*

# EXHIBIT 2

# EXHIBIT 2



*Steven D. Grierson*

1 **ORDER**

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8 Email: [mark@mgsimonslaw.com](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER PARTIALLY GRANTING  
SUMMARY JUDGMENT**

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

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

9  
10 **RELEVANT FACTS**

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

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

15 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive  
16 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September  
17 2012.

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

20 **LEGAL DETERMINATION**

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

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

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

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

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

1 withdrawn by Plaintiff and should be dismissed.

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

5 Dated this 17 day of May, 2018.

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

9 Respectfully submitted by:

10 SIMONS LAW, P.C.

11 BY: [Signature]  
12 Mark Simons, Esq., Nevada Bar No. 5132  
13 6490 South McCarran Blvd., #20  
14 Reno, Nevada 89509  
15 mark@mgsimonslaw.com  
16 Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

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

17 FENNEMORE CRAIG, P.C.

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

25 ///  
26 ///

1 BAILEY KENNEDY

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3 By:

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JLiebman@BaileyKennedy.com

Attorneys for Defendants Pete Eliades, individually, and as

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

Teld, LLC and Eldorado Hills, LLC

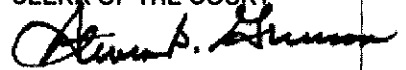
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**EXHIBIT 6**

**EXHIBIT 6**



1 **ORDR (CIV)**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

4 JOSEPH A. LIEBMAN

5 Nevada Bar No. 10125

6 **BAILEY ♦ KENNEDY**

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12 JLiebman@BaileyKennedy.com

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

16 DISTRICT COURT  
17 CLARK COUNTY, NEVADA

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

25 Plaintiffs,

26 vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

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

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

DATED this 8 day of Aug, 2018.


Nancy ZAH  
DISTRICT COURT JUDGE

AE

Submitted by:

BAILEY ♦ KENNEDY

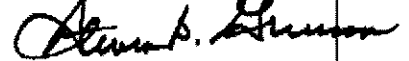
By

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

**EXHIBIT 7**

**EXHIBIT 7**





**NEOJ (CIV)**

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Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion for Reconsideration was entered in the above-captioned action on August 10, 2018, a true and correct copy of which is attached hereto.

DATED this 13<sup>th</sup> day of August, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

*Attorneys for Defendants*

PETE ELIADES, THE ELIADES

SURVIVOR TRUST OF 10/30/08, TELD,  
LLC and ELDORADO HILLS, LLC

**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 13<sup>th</sup> day of August, 2018, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
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6490 So. McCarran Blvd., #20  
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*Attorneys for Plaintiff*  
NANYAH VEGAS, LLC

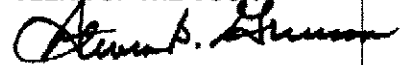
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ROGICH, Individually and as  
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IRREVOCABLE TRUST, and  
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individually and as Trustee of THE  
ALEXANDER CHRISTOPHER  
TRUST, and GO GLOBAL, INC.

/s/ Sharon L. Murnane  
Employee of BAILEY ♦ KENNEDY



1 **ORDR (CIV)**

2 DENNIS L. KENNEDY  
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3 JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

4 **BAILEY ♦ KENNEDY**

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7 JLiebman@BaileyKennedy.com

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

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

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

15 Plaintiffs,

16 vs.

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

20 Defendants.

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

22 Plaintiff,

23 vs.

24 TELD, LLC, a Nevada limited liability  
company; PETER ELIADES, individually and  
as Trustee of The Eliades Survivor Trust of  
25 10/30/08; SIGMUND ROGICH, individually  
and as Trustee of The Rogich Family  
26 Irrevocable Trust; IMITATIONS, LLC, a  
Nevada limited liability company; DOES I-X;  
27 and/or ROE CORPORATIONS I-X, inclusive,

28 Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

**BAILEY ♦ KENNEDY**  
 8984 SPANISH RIDGE AVENUE  
 LAS VEGAS, NEVADA 89148-1302  
 702.562.8820

Page 2 of 2

**EXHIBIT 8**

**EXHIBIT 8**



**ORDR (CIV)**

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*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

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

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

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

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

#### **UNDISPUTED MATERIAL FACTS**

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

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



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

5 **The Relevant Agreements**

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

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

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

24 ii. The October 30, 2008, Purchase Agreement states at Section 4 the following:  
25 Seller [Go Global], however, will not be responsible to pay the Exhibit A  
26 Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's]  
27 obligation. . . ." The Exhibit A Claimants include Nanyah and its  
28 \$1,500,000.00 investment.

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

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

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

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

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

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

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

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

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

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

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

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

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

### CONCLUSIONS OF LAW

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

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

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

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

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

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

### **ORDER**

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

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

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

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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 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:

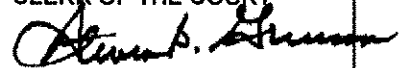
FENNMORE CRAIG, P.C.

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*



**EXHIBIT 9**

**EXHIBIT 9**



**NEOJ**

Mark G. Simons, Esq., NSB No. 5132  
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Reno, Nevada, 89509  
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*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,

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

**DEPT. NO.: XXVII**

Plaintiffs,

v.

SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich Family Irrevocable  
Trust; ELDORADO HILLS, LLC, a Nevada  
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ROE CORPORATIONS I-X, inclusive,

Defendants.

\_\_\_\_\_  
NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

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

Plaintiff,

v.

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

**NOTICE OF ENTRY OF ORDER**

Defendants.

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**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE THAT on October 1, 2018, an 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 was entered by the Honorable Nancy L. Alf and filed with this Court on October 5, 2018 in this matter. A true and correct copy of the Order is attached hereto as **Exhibit 1**.

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

DATED this 5<sup>th</sup> day of October, 2018.

SIMONS LAW, PC  
6490 S. McCarran Blvd., #C-20  
Reno, Nevada, 89509

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

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**CERTIFICATE OF SERVICE**

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

Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
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Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 8<sup>th</sup> day of October, 2018.

  
Employee of SIMONS LAW, PC

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**EXHIBIT LIST**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Order	10

**EXHIBIT 1**

**EXHIBIT 1**



**ORDR (CIV)**

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SIMONS LAW, PC  
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*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  
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Corporation; NANYAH VEGAS, LLC, A  
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Plaintiffs,

vs.

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Case No. A-13-686303-C  
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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

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

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

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

### **UNDISPUTED MATERIAL FACTS**

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

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



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

**The Relevant Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2                   iii. The terms and conditions of the October 30, 2008 Membership Interest  
3                   Purchase Agreement were incorporated by reference into the October 30,  
4                   2008 Amended and Restated Operating Agreement. Recital A.
- 5           d. **January 1, 2012 Membership Interest Assignment Agreement between the  
6           Rogich Trust and the Eliades Trust:**
- 7                   i. The January 1, 2012, Membership Interest Assignment Agreement was not  
8                   executed until sometime in August, 2012.
- 9                   ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been  
10                  paid.
- 11                  iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a  
12                  Nevada limited-liability company...as of the date hereof...(Within the Rogich  
13                  40% is a potential 1.12% interest of other holders not of formal record with  
14                  Eldorado)."
- 15                  iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed  
16                  or encumbered any of his Forty Percent (40%) to any other person or entity  
17                  prior to this Agreement, except for the potential claims of .95% held by The  
18                  Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- 19                  v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades  
20                  will receive at closing good and absolute title free of any liens, charges or  
21                  encumbrances thereon."
- 22                  vi. The Eliades Defendants never informed Nanyah of this agreement and/or that  
23                  they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- 24                  vii. The Eliades Defendants have no knowledge or understanding when Nanyah  
25                  discovered or was informed of the d. January 1, 2012 Membership Interest  
26                  Assignment Agreement.
- 27                  viii. Nanyah was not a party to this agreement.
- 28           6. Any finding of fact set forth herein more appropriately designated as a conclusion of law  
             shall be so designated.

### CONCLUSIONS OF LAW

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

27 <sup>1</sup> Other jurisdictions are in accord. *Van Sickel 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 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: 

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Joseph Liebman, Esq.  
8984 Spanish Ridge Avenue  
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*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.

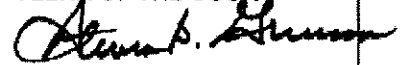
By: 

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



**EXHIBIT 10**

**EXHIBIT 10**



**ORDR (CIV)**

DENNIS L. KENNEDY  
Nevada Bar No. 1462

JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

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LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

3 APPEARANCES

4 The Parties appeared as follows:

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

11 ORDER

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

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

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25 ///

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

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

DATED this 8 day of April, 2019.

Nancy L. Allen  
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By:

Dennis Kennedy, Esq.  
Joseph Liebman, Esq.  
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Las Vegas, NV 89148-1302

Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

SIMONS LAW

By:

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Reno, NV 8950

ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By:

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

# EXHIBIT 11

# EXHIBIT 11



1 **NEOJ (CIV)**  
2 DENNIS L. KENNEDY  
3 Nevada Bar No. 1462  
4 JOSEPH A. LIEBMAN  
5 Nevada Bar No. 10125  
6 **BAILEY ♦ KENNEDY**  
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13

14 *Attorneys for Defendant*  
15 ELDORADO HILLS, LLC

16 DISTRICT COURT  
17 CLARK COUNTY, NEVADA

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

25 Plaintiffs,

26 vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

1 PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion in Limine #  
2 5: Parol Evidence Rule was entered in the above-captioned action on April 10, 2019, a true and  
3 correct copy of which is attached hereto.

4 DATED this 10<sup>th</sup> day of April, 2019.

5 BAILEY ♦ KENNEDY

6  
7 By: /s/ Joseph A. Liebman

8 DENNIS L. KENNEDY

9 JOSEPH A. LIEBMAN

10 *Attorneys for Defendant*  
11 ELDORADO HILLS, LLC  
12  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 10<sup>th</sup> day of April, 2019, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5: PAROL EVIDENCE RULE** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

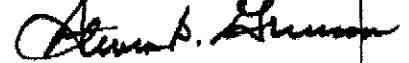
MARK G. SIMONS, ESQ. <b>SIMONS HALL JOHNSTON PC</b> 6490 S. McCarran Blvd., Suite F-46 Reno, NV 89509	Email: msimons@shjneveda.com  <i>Attorneys for Plaintiff</i> <b>NANYAH VEGAS, LLC</b>
--	--

SAMUEL S. LIONEL, ESQ. BRENOCH WIRTHLIN, ESQ. <b>FENNEMORE CRAIG, P.C.</b> 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101	Email: slionel@fclaw.com bwirthlin@fclaw.com  <i>Attorneys for Defendant</i> <b>SIG ROGICH aka SIGMUND ROGICH, Individually and as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST, and IMITATIONS, LLC</b>
---	--

MICHAEL V. CRISTALLI JANIECE S. MARSHALL <b>GENTILE CRISTALLI MILLER ARMENI SAVARESE</b> 410 South Rampart Blvd., Suite 420 Las Vegas, NV 89145	Email: mcristalli@gcmaslaw.com jmarshall@gcmaslaw.com  <i>Attorneys for Defendants</i> <b>SIG ROGICH aka SIGMUND ROGICH as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST</b>
---	---

/s/ Sharon L. Murnane  
Employee of BAILEY ♦ KENNEDY





**ORDR (CIV)**

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Nevada Bar No. 1462  
JOSEPH A. LIEBMAN  
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LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

**BAILEY ♦ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302  
702.562.8820

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

3 APPEARANCES

4 The Parties appeared as follows:

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

11 ORDER

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

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

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

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

DATED this 8 day of April, 2019.

Nancy L. Allen  
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By

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

*Attorneys for Defendant ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS LAW

By:

Mark Simons, Esq.  
6490 South McCarran Blvd., # 20  
Reno, NV 8950

*ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC*

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

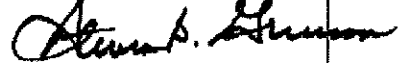
By:

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

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

**EXHIBIT 12**

**EXHIBIT 12**



1 **ORDR**

2 Samuel S. Lionel, Esq. (Bar No. 1766)  
3 Brenoch Wirthlin, Esq. (Bar No. 10282)  
4 **FENNEMORE CRAIG, P.C.**  
5 300 S. Fourth Street, Suite 1400  
6 Las Vegas, Nevada 89101  
7 Tel.: (702) 692-8000; Fax: (702) 692-8099  
8 Email: [slionel@fcclaw.com](mailto:slionel@fcclaw.com)  
9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

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

17 Plaintiffs,

18 v.

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

24 Defendants.

25 NANYAH VEGAS, LLC, a Nevada limited  
26 liability company,

27 Plaintiff,

28 v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

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

6                     **APPEARANCES**

7             The Parties appeared as follows:

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

15                     **ORDER**

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

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

3 DATED this 23 day of April, 2019.

4 Nancy J. Alf  
5 DISTRICT COURT JUDGE

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

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

13 Approved As to Form and Content:

14 BAILEY KENNEDY

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

21 Approved As to Form and Content:

22 SIMONS HALL JOHNSTON PC

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

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

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

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

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

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

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

16 BAILEY KENNEDY

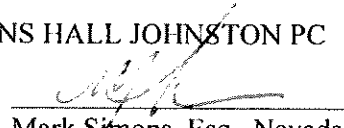
17 By:

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

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

26 SIMONS HALL JOHNSTON PC

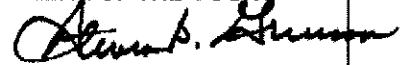
27 BY:

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



**EXHIBIT 13**

**EXHIBIT 13**



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
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[bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**  
CARLOS A. HUERTA as Trustee of THE  
ALEXANDER CHRISTOPHER TRUST, a **DEPT. NO.: XXVII**  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

Plaintiff,

v.

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

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

Defendants.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1st day of May, 2019, an **ORDER DENYING PLAINTIFF'S MOTION TO RECONSIDER ORDER ON MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE** was entered in the above case.

A copy is attached hereto.

DATED May 1, 2019.

**FENNEMORE CRAIG, P.C.**

/s/ Brenoch Wirthlin, Esq.

By \_\_\_\_\_

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

1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,  
4 and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing  
5 system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly  
6 addressed to the following:

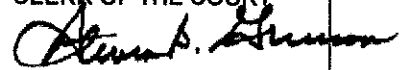
7  
8 Mark Simons, Esq.  
9 **SIMONS HALL JOHNSTON PC**  
6490 South McCarran Blvd., #F-46  
Reno, Nevada 89509  
10 *Attorney for Plaintiff Nanyah Vegas, LLC*

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

15 Dennis Kennedy  
16 Joseph Liebman  
**BAILEY ♦ KENNEDY**  
17 8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
18 *Attorneys for Defendants Pete Eliades,  
Teld, LLC and Eldorado Hills, LLC*  
19 Michael Cristalli  
20 Janiece S. Marshall  
**GENTILE CRISTALLI MILLER**  
21 **ARMENTI SAVARESE**  
410 S. Rampart Blvd., Suite 420  
22 Las Vegas, NV 89145

23  
24 DATED: May 1, 2019

25 /s/ Morganne Westover  
26 An employee of **Fennemore Craig, P.C.**  
27  
28



1 **ORDR**

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

3 Brenoch Wirthlin, Esq. (Bar No. 10282)

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

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

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

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

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

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

**DEPT. NO.: XXVII**

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

**CONSOLIDATED WITH:**

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

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

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

6 **APPEARANCES**

7 The Parties appeared as follows:

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

15 **ORDER**

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

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

3 DATED this 23 day of April, 2019.

4 Nancy J. Alf  
5 DISTRICT COURT JUDGE


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

8   
9 Samuel S. Lionel, Esq. NV Bar No. 1766  
10 Brenoch Wirthlin, Esq. NV Bar No. 10282  
11 300 S. Fourth Street, Suite 1400  
12 Las Vegas, NV 89101  
13 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
14 *The Rogich Family Irrevocable Trust and Imitations, LLC*

13 Approved As to Form and Content:

14 BAILEY KENNEDY

15 By:

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

21 Approved As to Form and Content:

22 SIMONS HALL JOHNSTON PC

23 BY:

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

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

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

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

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

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

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

16 BAILEY KENNEDY

17 By:

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

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

26 SIMONS HALL JOHNSTON PC


27 BY:

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



**EXHIBIT 14**

**EXHIBIT 14**



1 **ORDR**

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

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

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

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

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

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

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

**DEPT. NO.: XXVII**

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

**CONSOLIDATED WITH:**

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

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

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

5                   **APPEARANCES**

6                   The Parties appeared as follows:

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

13                  **ORDER**

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

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

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

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

3  
4  
5  
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**

8 **FENNEMORE CRAIG, P.C.**

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

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

17 **BAILEY KENNEDY**

18 **By:**

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

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

27 **SIMONS HALL JOHNSTON PC**

28 **BY:**

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

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

2 DATED this 12 day of April, 2019.

3  
4  
5 Nancy Alf  
6 DISTRICT COURT JUDGE

7 Respectfully submitted by:

8 FENNEMORE CRAIG, P.C.

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

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By:

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

26 Approved As to Form and Content:

27 SIMONS HALL JOHNSTON PC

28 BY:

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

**EXHIBIT 15**

**EXHIBIT 15**



1 Samuel S. Lionel, Esq. (Bar No. 1766)  
2 Brenoch Wirthlin, Esq. (Bar No. 10282)  
3 **FENNEMORE CRAIG, P.C.**  
4 300 S. Fourth Street, Suite 1400  
5 Las Vegas, Nevada 89101  
6 Tel.: (702) 692-8000  
7 Fax: (702) 692-8099  
8 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
9 *Attorneys for Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

15 Plaintiffs,

16 v.

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

22 Defendants.

23 NANYAH VEGAS, LLC, a Nevada limited  
24 liability company,

25 Plaintiff,

26 v.

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

Defendants.

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NOTICE OF ENTRY OF ORDER

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Please take notice that the above-entitled Court Entered the attached ORDER DENYING  
2 NANYAH'S MOTION IN LIMINE #6 re DATE OF DISCOVERY on the 17<sup>th</sup> day of April,  
3 2019. A copy is attached hereto.

4 DATED: April 17, 2019.

5 **FENNEMORE CRAIG, P.C.**

6  
7 By: /s/ Brenoch R. Wirthlin  
8 Samuel S. Lionel, Esq. (Bar No. 1766)  
9 Brenoch Wirthlin, Esq. (Bar No. 10282)  
10 **FENNEMORE CRAIG, P.C.**  
11 300 S. Fourth Street, Suite 1400  
12 Las Vegas, Nevada 89101  
13 *Attorneys for Defendants*  
14  
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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 **NOTICE OF ENTRY OF ORDER** was served upon the following person(s) by  
5 electronic transmission through the Court's e-filing/e-serving system, addressed as follows:

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

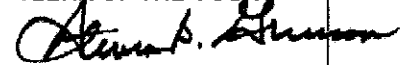
9 Charles E. ("CJ") Barnabi, Jr.  
10 **COHEN JOHNSON PARKER EDWARDS** *Via E-service*  
11 375 E. Warm Springs Road, Suite 104  
12 Las Vegas, NV 89119  
*Attorney for Plaintiffs Carlos Huerta*  
*and Go Global*

13 Dennis Kennedy  
14 Joseph Liebman *Via E-service*  
15 **BAILEY ♦ KENNEDY**  
16 8984 Spanish Ridge Avenue  
17 Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades,*  
*Teld, LLC and Eldorado Hills, LLC*

18 Michael Cristalli *Via E-service*  
19 Janiece S. Marshall  
20 **GENTILE CRISTALLI MILLER ARMENTI**  
21 **SAVARESE**  
22 410 S. Rampart Blvd., Suite 420  
23 Las Vegas, NV 89145

24 DATED: April 17, 2019

25 */s/ Morganne Westover*  
26 \_\_\_\_\_  
27 An employee of Fennemore Craig, P.C.  
28



1 **ORDR**

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

3 Brenoch Wirthlin, Esq. (Bar No. 10282)

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

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

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

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

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

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

**DEPT. NO.: XXVII**

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

**CONSOLIDATED WITH:**

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

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

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

5                   **APPEARANCES**

6                   The Parties appeared as follows:

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

13                  **ORDER**

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

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

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

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

3  
4  
5  
6 DISTRICT COURT JUDGE

7 Respectfully submitted by:

8 FENNEMORE CRAIG, P.C.

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

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

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By:

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

26 Approved As to Form and Content:

27 SIMONS HALL JOHNSTON PC

28 BY:

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

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

2 DATED this 12 day of April, 2019.

3  
4  
5 Nancy Alf  
6 DISTRICT COURT JUDGE

7 Respectfully submitted by:

8 FENNEMORE CRAIG, P.C.

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

16 Approved As to Form and Content:

17 BAILEY KENNEDY

18 By:

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

26 Approved As to Form and Content:

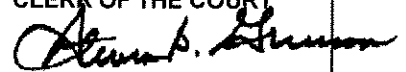
27 SIMONS HALL JOHNSTON PC

28 BY:

29 Mark Simons, Esq., Nevada Bar No. 5132  
30 6490 South McCarran Blvd., #20  
31 Reno, Nevada 89509  
32 msimons@shinevada.com  
33 *Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 16**

**EXHIBIT 16**



1 **ORDER**

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

3 Brenoch Wirthlin, Esq. (Bar No. 10282)

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

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

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

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

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

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

6                   **APPEARANCES**

7                   The Parties appeared as follows:

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

15                   **ORDER**

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

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

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

4 DATED this 23 day of April, 2019.

5  
6 Nancy L. Aik  
DISTRICT COURT JUDGE

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

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

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

15 BAILEY KENNEDY

16  
17 By:

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

21  
22 **Approved As to Form and Content:**

23 SIMONS HALL JOHNSTON PC

24 BY:

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

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

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

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

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DISTRICT COURT JUDGE

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

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

**Approved As to Form and Content:**

BAILEY KENNEDY

By:

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

**Approved As to Form and Content:**

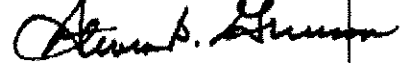
SIMONS HALL JOHNSTON PC

BY:

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Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 17**

**EXHIBIT 17**



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
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[bwirthlin@fcflaw.com](mailto:bwirthlin@fcflaw.com)

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**  
CARLOS A. HUERTA as Trustee of THE **DEPT. NO.: XXVII**  
ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
interests of GO GLOBAL, INC., a Nevada  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CONSOLIDATED WITH:**

Plaintiff,

v.

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

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

Defendants.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1st day of May, 2019, an **ORDER DENYING PLAINTIFF'S MOTION TO SETTLE JURY INSTRUCTIONS** was entered in the above case. A copy is attached hereto.

DATED May 1, 2019.

**FENNEMORE CRAIG, P.C.**

/s/ Brenoch Wirthlin, Esq.

By \_\_\_\_\_

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,  
3 and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing  
4 system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly  
5 addressed to the following:

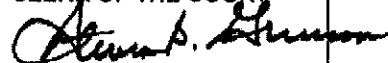
6  
7 Mark Simons, Esq.  
8 **SIMONS HALL JOHNSTON PC**  
9 6490 South McCarran Blvd., #F-46  
Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah Vegas, LLC*

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

14 Dennis Kennedy  
15 Joseph Liebman  
16 **BAILEY ♦ KENNEDY**  
17 8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades,*  
18 *Teld, LLC and Eldorado Hills, LLC*  
Michael Cristalli  
19 Janiece S. Marshall  
**GENTILE CRISTALLI MILLER**  
20 **ARMENTI SAVARESE**  
21 410 S. Rampart Blvd., Suite 420  
Las Vegas, NV 89145

22  
23 DATED: May 1, 2019

24 /s/ Morganne Westover  
25 An employee of **Fennemore Craig, P.C.**  
26  
27  
28



1 **ORDER**

2 Samuel S. Lionel, Esq. (Bar No. 1766)  
3 Brenoch Wirthlin, Esq. (Bar No. 10282)  
4 **FENNEMORE CRAIG, P.C.**  
5 300 S. Fourth Street, Suite 1400  
6 Las Vegas, Nevada 89101  
7 Tel.: (702) 692-8000; Fax: (702) 692-8099  
8 Email: [slionel@fcclaw.com](mailto:slionel@fcclaw.com)  
9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*  
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

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

17 Plaintiffs,

18 v.

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

24 Defendants.

25 NANYAH VEGAS, LLC, a Nevada limited  
26 liability company,

27 Plaintiff,

28 v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

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

6                   **APPEARANCES**

7                   The Parties appeared as follows:

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

15                   **ORDER**

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

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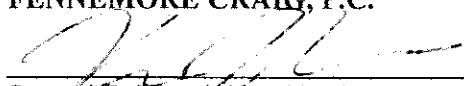
1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

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

4 DATED this 23 day of April, 2019.

5  
6 Nancy L. AIR  
DISTRICT COURT JUDGE

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

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

14 Approved As to Form and Content:

15 BAILEY KENNEDY

16  
17 By: 

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

22 Approved As to Form and Content:

23 SIMONS HALL JOHNSTON PC

24 BY:

25 Mark Simons, Esq., Nevada Bar No. 5132  
6490 South McCarran Blvd., #20  
26 Reno, Nevada 89509  
msimons@shjnevada.com  
27 Attorney for Plaintiff Nanyah Vegas, LLC  
28

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

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

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

5  
6 DISTRICT COURT JUDGE

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

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

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

15 BAILEY KENNEDY


16  
17 By:

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

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

23 SIMONS HALL JOHNSTON PC

24 BY:

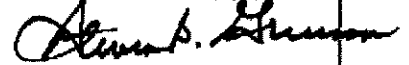
25   
26 Mark Simons, Esq., Nevada Bar No. 5132  
27 6490 South McCarran Blvd., #20  
28 Reno, Nevada 89509  
[msimons@shjnevada.com](mailto:msimons@shjnevada.com)  
*Attorney for Plaintiff Nanyah Vegas, LLC*

**EXHIBIT 18**

**EXHIBIT 18**

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Reno, NV 89509  
Phone: (775) 785-0088

Electronically Filed  
5/29/2019 7:25 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 **ORDR (CIV)**  
2 MARK G. SIMONS, ESQ.  
3 Nevada Bar No. 5132  
4 [MSimons@SHJNevada.com](mailto:MSimons@SHJNevada.com)  
5 SIMONS HALL JOHNSTON PC  
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7 Reno, Nevada 89509  
8 Telephone: (775) 785-0088  
9 Facsimile: (775) 785-0087  
10  
11 *Attorneys for Nanyah Vegas, LLC*

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

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

Defendants.

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

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

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

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

3 **APPEARANCES**

4 The Parties appeared as follows:

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

12 **ORDER**

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

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

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

DATED this 20 day of May, 2019.

Nancy J. Alf  
DISTRICT COURT JUDGE

Submitted by:

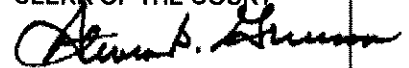
SIMONS HALL JOHNSTON PC

By: [Signature]  
Mark Simons, Esq.  
6490 South McCarran Blvd., #F-46  
Reno, NV 89509  
Attorneys for Plaintiff Nanyah Vegas, LLC

Ⓢ

**EXHIBIT 19**

**EXHIBIT 19**



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

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

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

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

**DEPT. NO.: XXVII**

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

**CONSOLIDATED WITH:**

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

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

Defendants.

///



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

DATED June 24, 2019.

**FENNEMORE CRAIG, P.C.**

/s/ Brenoch Wirthlin, Esq.

By \_\_\_\_\_

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

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

3 **APPEARANCES**

4 The Parties appeared as follows:

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

12 **ORDER**

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

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

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

DATED this 20 day of May, 2019.

Nancy L. Alf  
DISTRICT COURT JUDGE

Submitted by:

SIMONS HALL JOHNSTON PC

By: [Signature]

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

Ⓢ

**EXHIBIT 20**

**EXHIBIT 20**

*Steven D. Grierson*

1 **ORDR**

2 MARK G. SIMONS, ESQ.

3 Nevada Bar No. 5132

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

5 SIMONS HALL JOHNSTON PC

6 6490 S. McCarran Blvd., Ste. F-46

7 Reno, Nevada 89509

8 Telephone: (775) 785-0088

9 Facsimile: (775) 785-0087

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

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

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

4 DATED this 20 day of May, 2019.

5  
6 NANCY L AILE  
DISTRICT COURT JUDGE

7 Submitted by:

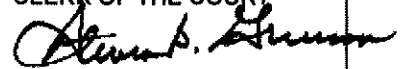
8 **SIMONS HALL JOHNSTON PC**

9  
10 By: \_\_\_\_\_  
11 Mark Simons, Esq.  
12 6490 South McCarran Blvd., #F-46  
13 Reno, NV 89509  
14 *Attorneys for Plaintiff Nanyah Vegas, LLC*  
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**EXHIBIT 21**

**EXHIBIT 21**



Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
**FENNEMORE CRAIG, P.C.**  
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Tel.: (702) 692-8000; Fax: (702) 692-8099  
Email: [slionel@fcslaw.com](mailto:slionel@fcslaw.com)  
[bwirthlin@fcslaw.com](mailto:bwirthlin@fcslaw.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  
corporation; NANYAH VEGAS, LLC, A  
Nevada limited liability company,

**NOTICE OF ENTRY OF ORDER**

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

CONSOLIDATED WITH:

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

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

Defendants.

///

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

DATED June 24, 2019.

**FENNEMORE CRAIG, P.C.**

*/s/ Brenoch Wirthlin, Esq.*

By \_\_\_\_\_

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,  
3 and that on June 24, 2019, I caused to be electronically served through the Court's e-service/e-  
4 filing system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER**  
5 properly addressed to the following:

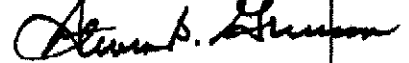
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7 Mark Simons, Esq.  
8 **SIMONS HALL JOHNSTON PC**  
9 6490 South McCarran Blvd., #F-46  
Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah Vegas, LLC*

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

14 Dennis Kennedy  
15 Joseph Liebman  
16 **BAILEY ♦ KENNEDY**  
17 8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
*Attorneys for Defendants Pete Eliades,*  
18 *Teld, LLC and Eldorado Hills, LLC*  
Michael Cristalli  
19 Janiece S. Marshall  
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21 410 S. Rampart Blvd., Suite 420  
Las Vegas, NV 89145

22  
23 DATED: June 24, 2019

24 /s/ Morganne Westover  
25 An employee of **Fennemore Craig, P.C.**  
26  
27  
28



1 **ORDR**

2 MARK G. SIMONS, ESQ.

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6 6490 S. McCarran Blvd., Ste. F-46

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8 Telephone: (775) 785-0088

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10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

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

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

4 DATED this 20 day of May, 2019.

5  
6 Nancy L. Alf  
DISTRICT COURT JUDGE

7 Submitted by:

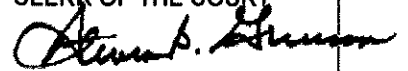
8 **SIMONS HALL JOHNSTON PC**

9  
10 By: \_\_\_\_\_  
11 Mark Simons, Esq.  
12 6490 South McCarran Blvd., #F-46  
13 Reno, NV 89509  
14 Attorneys for Plaintiff Nanyah Vegas, LLC  
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**EXHIBIT 22**

**EXHIBIT 22**





DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**ORDER**

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

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

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

///

///

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

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

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

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

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

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

27           ///  
28

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

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

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

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

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

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


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

DATED this 30 day of April, 2019.

Nancy L Allf  
NANCY ALLF  
DISTRICT COURT JUDGE

**EXHIBIT 23**

**EXHIBIT 23**



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that an Order was entered in this action on or about April 30, 2019, a true and correct copy of which is attached hereto.

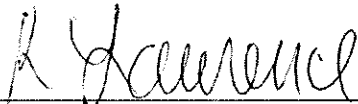
DATED this 30th day of April, 2019.



NANCY ALLF  
DISTRICT COURT JUDGE

**CERTIFICATE OF SERVICE**

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



Karen Lawrence  
Judicial Executive Assistant

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \* \*

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**ORDER**

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

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

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

///

///

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

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

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

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

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

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

27           ///  
28



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

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

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

12  
13           **COURT FURTHER FINDS** after review that NRS 12.130 provides that an interested  
14 person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home*  
15 *Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d  
16 1120, 1130 (2006).

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

23           ///

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

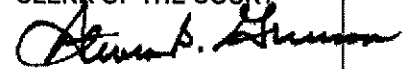
**COURT FURTHER ORDERS** for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf  
NANCY ALLF  
DISTRICT COURT JUDGE

**EXHIBIT 24**

**EXHIBIT 24**



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**DECISION**

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

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

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

///

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CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

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**Applicable Standard**

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

**Discussion**

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

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

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

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

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

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

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

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

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

7                                   **Applicable Standard**

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

13                                  **Discussion**

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

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

27  
28                  

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

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

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

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

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

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

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

12   **Applicable Standard**

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

17   **Discussion**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **ORDER**

7 Accordingly, **COURT ORDERS** for good cause appearing and after review that the  
8 Motion Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule  
9 41(e) is hereby **GRANTED**.  
10

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

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

18 DATED this 30 day of September, 2019.  
19

20 Nancy L Allf  
21 NANCY ALLF  
22 DISTRICT COURT JUDGE  
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**EXHIBIT 25**

**EXHIBIT 25**

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**NOTICE OF ENTRY OF DECISION AND ORDER**

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

DATED October 1, 2019

*Nancy L. Allf*

NANCY L. ALLF  
DISTRICT COURT JUDGE

**CERTIFICATE OF SERVICE**

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

*Karen Lawrence*

Karen Lawrence  
Judicial Executive Assistant

RECEIVED

OCT - 4 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

CARLOS HUERTA, et al.

Plaintiff(s)

vs.

ELDORADO HILLS LLC, et al.

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

**DECISION**

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

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

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

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HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

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**Applicable Standard**

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

**Discussion**

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

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

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



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

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

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

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

7                                   **Applicable Standard**

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

13                                   **Discussion**

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

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

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

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

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

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

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

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

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

12                                   **Applicable Standard**

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

17                                   **Discussion**

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

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

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

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

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

18  
19 Similarly, Nanyah argues that there are questions of fact as to the existence of a “special  
20 relationship” between Nanyah and Mr. Rogich, individually. This Court disagrees. First, the  
21 special relationship requirement is for tortious conduct, which are only available “in rare and  
22 exceptional cases when there is a special relationship between the victim and tortfeasor,” or  
23 where one party holds “‘vastly superior bargaining power’ ” over another. *See K Mart Corp. v.*  
24 *Ponsock*, 103 Nev. 39, 49 (1987). The relationships between the parties here are memorialized  
25 in contractual agreements. Specifically, this dispute arises out of an investment by Nanyah in  
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28 <sup>3</sup> Further, this Court cannot grant Nanyah leave to amend if it so seeks it at this juncture because the applicable  
statute of limitations bars alter ego claims.

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

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

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

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

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

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

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

6 **ORDER**

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

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

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

17  
18 DATED this 30 day of September, 2019.  
19

20 Nancy L Allf  
21 NANCY ALLF  
22 DISTRICT COURT JUDGE  
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HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII