

1                                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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4  
5 NANYAH VEGAS, LLC, A Nevada limited  
6 liability company,

7                                   Appellant,

8                                   v.

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

18                                   Respondents.

19 **AND RELATED MATTERS.**

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Elizabeth A. Brown  
Clerk of Supreme Court  
**Supreme Court No. 79917**

Eighth Judicial District Court  
Case No. A-13-686303-C

Eighth Judicial District Court  
Case No. A-16-746239-C

20                                   **JOINT APPENDIX VOL. 1**

21                                   MARK G. SIMONS, ESQ.  
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<b><u>ALPHABETICAL</u></b>			
<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>BATES</u></b>
Amended Answer to First Amended Complaint; and Counterclaim Jury Demand	9/16/14	3	JA_000665-675
Answer to First Amended Complaint and Counterclaim	11/8/13	1	JA_000048-59
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 1 of 2	10/7/19	34-35	JA_008121-8369
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	10/17/19	35-36	JA_008471-8627
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Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	9	JA_002123-2196
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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Complaint	11/4/16	4	JA_000777-795
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Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
	41(e)			
10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
	Judgment			
12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
	Judgment			
14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
	Judgment			
18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 <sup>nd</sup>			
	Supplemental Pre-trial			
21	Disclosures			
22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Countermotion for NRCP 15			
	Relief			



Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint	9/19/18	14	JA_003365-3368
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule	4/4/19	26	JA_006168-6188
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment	2/15/19	17	JA_004170-4182
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	23	JA_005618-5623
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	23	JA_005624-5630
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018, Order Granting Summary Judgment	3/20/19	24	JA_005793-5818

1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
15	Attorneys' Fees			
16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
	Family Irrevocable Trust's			
	Motion for Attorneys' Fees			
	and Costs			
	Defendant's Reply in	12/30/14	4	JA_000759-764
	Support of Motion for			
	Award of Attorneys' Fees			
	Defendants' Answer to	4/24/17	4	JA_000831-841
	Complaint			

1	Defendants' First Amended	1/23/18	4	JA_000871-880
2	Answer to Complaint			
3	Defendants' Motion in	2/25/19	21	JA_005024-5137
4	Limine to Preclude Plaintiff			
5	Carlos Huerta From			
6	Presenting at Trial any			
7	Contrary Evidence as to Mr.			
8	Huerta's Taking of \$1.42			
9	million from Eldorado Hills,			
10	LLC as Go Global, Inc.'s			
11	Consulting Fee Income to			
12	Attempt to Refinance			
13	Defendants' Motion in	2/25/19	20-21	JA_004792-5023
14	Limine to Preclude the			
15	Altered Eldorado Hills'			
16	General Ledger and Related			
17	Testimony at Trial			
18	Defendants Peter Eliades,	4/11/18	7	JA_001502-1688
19	Individually and as Trustee			
20	of The Eliades Survivor			
21	Trust of 10/30/08, Eldorado			
22	Hills, LLC, and Teld,			
23	LLC's: (1) Reply in Support			
24	of their Joinder to Motion			
25	for Summary Judgment; and			
26	(2) Opposition to Nanyah			
	Vegas, LLC's			
	Countermotion for Summary			
	Judgment and for N.R.C.P.			
	56(f) Relief			
	Defendants Peter Eliades,	3/5/18	6	JA_001246-1261
	individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, Eldorado			
	Hills, LLC, and Teld, LLC's			
	Joinder to Motion for			
	Summary Judgment			

1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

1 2 3 4 5	Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	10/7/19	34	JA_008107-8120
6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment	6/1/18	9	JA_002197-2211
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	7/19/18	13	JA_003115-3189
17 18 19 20 21 22 23	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's: (1) Opposition to Nanyah Vegas, LLC's Motion to Retax Costs; and (2) Countermotion to Award Costs	10/28/19	36-37	JA_008820-8902

1	Defendants Sigmund	10/7/19	33	JA_008073-8106
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust,			
5	and Imitations, LLC's			
6	Amended Memorandum of			
7	Costs and Disbursements			
8	Pursuant to NRS 18.005 and			
9	NRS 18.110			
10	Defendants Sigmund	10/8/19	35	JA_008407-8422
11	Rogich, Individually and as			
12	Trustee of the Rogich			
13	Family Irrevocable Trust,			
14	and Imitations, LLC's Errata			
15	to Amended Memorandum			
16	of Costs and disbursements			
17	Pursuant to NRS 18.005 and			
18	NRS 18.110			
19	Defendants Sigmund	6/5/18	11	JA_002535-2550
20	Rogich, Individually and As			
21	Trustee of the Rogich			
22	Family Irrevocable Trust and			
23	Imitations, LLC' Motion for			
24	Reconsideration			
25	Defendants Sigmund Rogich	2/18/19	17-19	JA_004183-4582
26	as Trustee of The Rogich			
	Family Irrevocable Trust,			
	Sigmund Rogich,			
	Individually and Imitations,			
	LLC's Omnibus Opposition			
	to (1) Nanyah Vegas LLC's			
	Motion for Summary			
	Judgment and (2) Limited			
	Opposition to Eldorado			
	Hills, LLC's Motion for			
	Summary Judgment			

1 2 3 4 5 6 7	Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment	6/14/18	11	JA_002553-2569
8 9 10 11 12 13	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah's Motion in Limine #3 re Defendants Bound by their Answers to Complaint	9/28/18	14	JA_003387-3390
14 15 16 17 18 19	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on OST	5/10/18	8	JA_001783-1790

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 <sup>nd</sup>			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
	Notice of Non-Consent to			
	Nanyah Vegas, LLC's			
	Unpleaded Implied-in-fact			
	Contract Theory			
	Eldorado Hills, LLC's	11/6/19	37	JA_008903-8920
	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			



1	Errata to Nanyah Vegas,	9/5/18	14	JA_003352-3357
2	LLC's Opposition to Motion			
3	for Rehearing and			
4	Countermotion for Award of			
	Fees and Costs			
5	Errata to Pretrial	4/16/19	29	JA_007062-7068
6	Memorandum			
7	Ex Parte Motion for an	2/8/19	17	JA_004036-4039
8	Order Shortening Time on			
9	Motion for Relief From the			
	October 5, 208 Order			
	Pursuant to NRCP 60(b)			
10	First Amended Complaint	10/21/13	1	JA_000027-47
11	Joint Case Conference	5/25/17	4	JA_000842-861
12	Report			
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award	5/5/2020	38	JA_009255-9256
15	of Attorneys' Fees and Costs			
16	in Favor of the Rogich			
	Defendants			
17	Minutes	4/18/18	7	JA_001710-1711
18	Minutes	2/21/19	20	JA_004790-4791
19	Minutes	3/5/19	22	JA_005261-5262
20	Minutes	3/20/19	25	JA_006038-6039
21	Minutes	4/18/19	29	JA_007104-7105
22	Minutes	4/22/19	30	JA_007146-7147
23	Minutes	9/5/19	33	JA_008025-8026
24	Minutes	1/30/2020	37	JA_009059-9060
25	Minutes	3/31/2020	38	JA_009227-9228
26	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic	11/5/18	14	JA_003456-3457
	Conference			

Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
Motion for Rehearing	8/17/18	13-14	JA_003205-3316
Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
Nanyah Vegas, LLC's 2 <sup>nd</sup> Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
Nanyah Vegas, LLC's 3 <sup>rd</sup> Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496

1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
8	Motion in Limine #3 re:			
9	Defendants Bound by Their			
	Answers to Complaint			
10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
	Parol Evidence Rule			
12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	Date of Discovery			
14	Nanyah Vegas, LLC's	5/3/18	8	JA_001759-1782
15	Motion to Continue Trial			
16	and to Set Firm Trial Date			
	on Order Shortening Time			
17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
	Judgment			
21	Nanyah Vegas, LLC's	10/16/19	35	JA_008423-8448
22	Motion to Retax Costs			
23	Submitted by Eldorado			
24	Hills, LLC, Peter Eliades,			
25	Individually and as Trustee			
26	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
	LLC's Memorandum of			
	Costs and Disbursements			

1	Nanyah Vegas, LLC's	10/16/19	35	JA_008449-8457
2	Motion to Retax Costs			
3	Submitted by Sigmund			
4	Rogich, Individually and as			
5	Trustee of the Rogich			
6	Family Revocable Trust, and			
7	Imitations, LLC's			
8	Memorandum of Costs and			
	Disbursements Pursuant to			
	NRS 18.005 and NRS			
	18.110			
9	Nanyah Vegas, LLC's	2/26/19	21	JA_005138-5174
10	Motion to Settle Jury			
11	Instructions Base Upon the			
12	Court's October 5, 2018			
	Order Granting Summary			
	Judgment			
13	Nanyah Vegas, LLC's	4/16/19	29	JA_007052-7061
14	Notice of Compliance with			
	4-9-2019 Order			
15	Nanyah Vegas, LLC's	6/25/18	13	JA_003053-3076
16	Opposition to Defendants			
17	Sigmund Rogich,			
18	Individually and as Trustee			
19	of the Rogich Family			
20	Irrevocable Trust and			
21	Imitations, LLC's Motion			
	for Reconsideration and			
	Joinder			
22	Nanyah Vegas, LLC's	8/6/19	33	JA_007959-8006
23	Opposition to Eldorado			
24	Hills, LLC's Motion for			
	Dismissal with Prejudice			
	Under Rule 41(e)			

Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Summary Judgment	7/11/19	32	JA_007840-7867
Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Countermotion for NRCP 15 Relief	2/15/19	17	JA_004040-4070
Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/4/18	14	JA_003317-3351
Nanyah Vegas LLC's Opposition to Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	2/15/19	17	JA_004071-4114
Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Evidence or Argument Regarding an Alleged Implied-in-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC	9/24/18	14	JA_003380-3386
Nanyah Vegas, LLC's Opposition to Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009001-9008

Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009009-9018
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion for Summary Judgment	3/20/19	25	JA_005992-6037
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta	3/20/19	24	JA_005836-5907
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's Ledger and Related Testimony at Trial	3/20/19	25	JA_005908-5991
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion to Compel	3/14/19	23	JA_005631-5651
Nanyah Vegas, LLC's Pretrial Disclosures	10/12/18	14	JA_003428-3439
Nanyah Vegas, LLC's Pretrial Memorandum	4/16/19	28	JA_006763-6892
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule	3/14/19	23	JA_005652-5671
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery	3/14/19	23	JA_005672-5684

Nanyah Vegas, LLC's Reply in Support of Motion to Continue Trial and to set Firm Trial Date	5/15/18	8	JA_001826-1829
Nanyah Vegas, LLC's Reply in Support of Motion to Retax Costs submitted by Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	1/23/2020	37	JA_009033-9040
Nanyah Vegas, LLC's Reply in Support of its Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	1/23/2020	37	JA_009041-9045
Nanyah Vegas, LLC's Reply in Support of Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment	3/27/19	25	JA_006114-6134

1	Nanyah Vegas, LLC's Reply	10/3/18	14	JA_003397-3402
2	to Oppositions to Motion in			
3	Limine #3 re: Defendants			
4	Bound by Their Answers to			
	Complaint			
5	Nanyah Vegas, LLC's	4/21/19	29	JA_007119-7133
6	Supplement to Its			
7	Emergency Motion to			
8	Address Defendant the			
9	Rogich Trust's NRS 163.120			
10	Notice and/or Motion to			
	Continue Trial for Purposes			
	of NRS 163.120			
11	Nanyah Vegas, LLC's	3/19/2020	38	JA_009120-9127
12	Supplement to its Opposition			
13	to Peter Eliades and Teld,			
	LLC's Motion for			
	Attorneys' Fees and Costs			
14	Nanyah Vegas, LLC's	3/19/2020	38	JA_009128-9226
15	Supplement to Its			
16	Opposition to Rogich			
17	Defendants' Motion for			
	Attorneys' Fees and Costs			
18	Nanyah Vegas, LLC's	10/31/18	14	JA_003440-3453
19	Supplemental Pretrial			
	Disclosures			
20	Nevada Supreme Court	4/29/16	4	JA_000768-776
21	Clerks Certificate/Judgment			
22	– Reversed and Remand;			
	Rehearing Denied			
23	Nevada Supreme Court	7/31/17	4	JA_000862-870
24	Clerk's Certificate Judgment			
	– Affirmed			
25	Notice of Appeal	10/24/19	36	JA_008750-8819
26	Notice of Appeal	4/14/2020	38	JA_009229-9231



1	Notice of Appeal	5/21/2020	38	JA_009283-9304
2	Notice of Consolidation	4/5/17	4	JA_000822-830
3	Notice of Cross-Appeal	11/7/19	37	JA_008921-8937
4	Notice of Entry of Decision and Order	10/4/19	33	JA_008063-8072
5	Notice of Entry of Judgment	5/6/2020	38	JA_009264-9268
6	Notice of Entry of Order	10/8/18	14	JA_003413-3427
7	Notice of Entry of Order	3/26/19	25	JA_006108-6113
8	Notice of Entry of Order	4/17/19	29	JA_007073-7079
9	Notice of Entry of Order	4/30/19	30	JA_007169-7173
10	Notice of Entry of Order	5/1/19	30	JA_007202-7208
11	Notice of Entry of Order	5/1/19	30	JA_007209-7215
12	Notice of Entry of Order	6/24/19	32	JA_007828-7833
13	Notice of Entry of Order	6/24/19	32	JA_007834-7839
14	Notice of Entry of Order	2/3/2020	37	JA_009061-9068
15	Notice of Entry of Order	4/28/2020	38	JA_009235-9242
16	Notice of Entry of Order	5/7/2020	38	JA_009269-9277
17	Notice of Entry of Order (sic)	5/7/2020	38	JA_009278-9282
18	Notice of Entry of Order	7/26/18	13	JA_003192-3197
19	Denying Motion for			
20	Reconsideration			
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas,			
23	LLC's Motion for			
24	Reconsideration			
25	Notice of Entry of Order	4/10/19	27	JA_006478-6483
26	Denying Nanyah Vegas,			
	LLC's Motion in Limine #5:			
	Parol Evidence Rule			

Notice of Entry of Order Denying the Rogich Defendants' Motions in Limine	5/7/19	30	JA_007229-7236
Notice of Entry of Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Setting Supplemental Briefing on Apportionment	3/16/2020	38	JA_009113-9119
Notice of Entry of Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees	5/6/2020	38	JA_009257-9263
Notice of Entry of Order Regarding Motions in Limine	11/6/18	14	JA_003462-3468
Notice of Entry of Stipulation and Order Suspending Jury Trial	5/16/19	31	JA_007603-7609
Notice of Entry of Orders	5/22/18	8	JA_001837-1849
Objection to Nanyah's Request for Judicial Notice and Application of the Law of the Case Doctrine	4/19/19	29	JA_007106-7113
Objections to Eldorado Hills, LLC's Pre-Trial Disclosures	4/5/19	27	JA_006434-6440
Objections to Nanyah Vegas, LLC's Pre-trial Disclosures	4/5/19	27	JA_006423-6433

1	Opposition to Eldorado	6/19/18	12	JA_002917-2951
2	Hill's Motion for Summary			
3	Judgment and			
4	Countermotion for Summary			
5	Judgment			
6	Opposition to Eliades	6/19/18	11-12	JA_002573-2916
7	Defendants' Motion for			
8	Summary Judgment and			
9	Countermotion for Summary			
10	Judgment			
11	Opposition to Motion for	3/19/18	6	JA_001265-1478
12	Summary Judgment;			
13	Countermotion for Summary			
14	Judgment; and			
15	Countermotion for NRCP			
16	56(f) Relief			
17	Opposition to Motion for	5/24/19	32	JA_007773-7817
18	Summary Judgment or			
19	Alternatively for Judgment			
20	as a Matter of Law Pursuant			
21	to NRCP 50(a)			
22	Opposition to Nanyah	3/8/19	22-23	JA_005444-5617
23	Vegas, LLC's Motion in			
24	Limine #5 re: Parol			
25	Evidence Rule			
26	Opposition to Nanyah	3/8/19	22	JA_005263-5443
	Vegas, LLC's Motion in			
	Limine #6 re: Date of			
	Discovery			
	Opposition to Nanyah	1/9/2020	37	JA_009019-9022
	Vegas, LLC's Motion to			
	Retax Costs Submitted by			
	Rogich Defendants			

1	Opposition to Plaintiff's	4/18/19	29	JA_007093-7103
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Opposition to Plaintiff's	4/5/19	26	JA_006189-6402
8	Motion to Reconsider Order			
9	on Motion in Limine #5 re			
	Parol Evidence Rule on OST			
10	Order	4/30/19	30	JA_007165-7168
11	Order: (1) Granting	10/5/18	14	JA_003403-3412
12	Defendants Peter Eliades,			
13	Individually and as Trustee			
14	of the Eliades Survivor Trust			
15	of 10/30/08, and Teld,			
16	LLC's Motion for Summary			
17	Judgment; and (2) Denying			
	Nanyah Vegas, LLC's			
	Countermotion for Summary			
	Judgment			
18	Order: (1) Granting Rogich	5/5/2020	38	JA_009249-9254
19	Defendants' Renewed			
20	Motion for Attorneys' Fees			
21	and Costs; and (2) Denying			
22	Nanyah's Motion to Retax			
	Costs Submitted by Rogich			
	Defendants			
23	Order Denying	5/22/18	8	JA_001830-1832
24	Countermotion for Summary			
25	Judgment and Denying			
26	NRCP 56(f) Relief			

Order Denying Motion to Continue Trial Date and Granting Firm Trial Date Setting	6/4/18	11	JA_002508-2511
Order Denying Motion to Reconsider	7/24/18	13	JA_003190-3191
Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief	5/29/19	32	JA_007818-7820
Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/10/18	13	JA_003198-3199
Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006475-6477
Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	4/17/19	29	JA_007069-7072
Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions	5/1/19	30	JA_007174-7177
Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule	5/1/19	30	JA_007178-7181
Order Denying the Rogich Defendants' Motions in Limine	5/6/19	30	JA_007216-7218
Order Denying The Rogich Defendants' NRCP 60(b) Motion	3/26/19	25	JA_006105-6107

Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees	5/4/2020	38	JA_009243-9246
Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees and Setting Supplemental Briefing on Apportionment	3/16/2020	38	JA_009109-9112
Order Granting Motion for Award of Attorneys Fees	2/10/15	4	JA_000765-767
Order Granting Motion for Leave to Amend Answer to Complaint	1/29/18	4	JA_000884-885
Order Granting Partial Summary Judgment	10/1/14	3	JA_000691-693
Order Granting Partial Summary Judgment	11/5/14	3	JA_000694-698
Order Partially Granting Summary Judgment	5/22/18	8	JA_001833-1836
Order Regarding Motions in Limine	11/6/18	14	JA_003458-3461
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	5/29/19	32	JA_007821-7823
Order Re-Setting Civil Jury Trial and Calendar Call	12/7/18	14	JA_003469-3470
Order Re-Setting Civil Jury Trial and Calendar Call	12/19/18	14	JA_003471-3472

Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call	6/6/18	11	JA_002551-2552
Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018	4/23/18	7-8	JA_001718-1758
Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Hearing on April 18, 2018	4/19/18	7	JA_001712-1717
Plaintiffs' Opposition to Defendant's Motion for Award of Attorneys' Fees	12/5/14	4	JA_000745-758
Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment	8/25/14	3	JA_000518-664
Pretrial Memorandum	4/16/19	27-28	JA_006501-6717
Proof of Service (Eldorado Hills)	8/30/13	1	JA_000022-24
Proof of Service (Sig Rogich aka Sigmund Rogich)	9/18/13	1	JA_000025-26
Recorders Transcript of Hearing – Calendar Call, Heard on November 1, 2018	12/9/19	37	JA_008938-8947
Recorders Transcript of Hearing – Recorder's Transcript of Proceedings re: Motions, Heard on September 5, 2019	9/9/19	33	JA_008027-8053

1	Recorders Transcript of	12/9/19	37	JA_008948-8955
2	Hearing – Telephonic			
3	Conference, Heard on			
4	November 5, 2018			
5	Recorders Transcript of	5/1/19	30	JA_007182-7201
6	Hearing – Transcript of			
7	Proceedings, Telephonic			
8	Conference, Heard on April			
9	18, 2019			
10	Recorders Transcript of	12/9/19	37	JA_008956-9000
11	Proceedings – All Pending			
12	Motions, Heard on April 8,			
13	2019			
14	Reply in Support of	8/29/19	33	JA_008015-8024
15	Defendant Eldorado Hills,			
16	LLC’s Motion for Dismissal			
17	With Prejudice Under Rule			
18	41(e)			
19	Reply in Support of	8/29/19	33	JA_008007-8014
20	Defendant Eldorado Hills,			
21	LLC’s Motion for Summary			
22	Judgment			
23	Reply in Support of	10/3/18	14	JA_003391-3396
24	Defendant Eldorado Hills,			
25	LLC’s Motion in Limine to			
26	Preclude Any Evidence or			
	Argument Regarding an			
	Alleged Implied-In-Fact			
	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
	Reply in Support of Motion	7/24/19	33	JA_007943-7958
	for Summary Judgment or			
	Alternatively for Judgment			
	as a Matter of Law Pursuant			
	to NRCP 50(a)			



1	Reply in Support of	3/28/19	25	JA_006135-6154
2	Defendants' Motion in			
3	Limine to Preclude the			
4	Altered Eldorado Hills'			
5	General Ledger and Related			
6	Testimony at Trial			
7	Reply in Support of	1/23/2020	37	JA_009023-9032
8	Defendants Peter Eliades			
9	and Teld, LLC's Motion for			
10	Attorneys' Fees			
11	Reply in Support of	7/2/18	13	JA_003077-3082
12	Defendants Sigmund			
13	Rogich, Individually and as			
14	Trustee of the Rogich			
15	Family Irrevocable Trust and			
16	Imitations LLC's Motion for			
17	Reconsideration			
18	Reply in Support of Motion	2/19/19	19-20	JA_004583-4789
19	for Relief From the October			
20	5, 2018 Order Pursuant to			
21	NRFP 60(b)			
22	Reply in Support of Motion	3/18/19	23-24	JA_005685-5792
23	to Compel Production of			
24	Plaintiff's Tax Returns			
25	Reply in Support of Motion	4/5/19	27	JA_006403-6409
26	to Reconsider Order on			
	Nanyah's Motion in Limine			
	#5; Parol Evidence Rule on			
	Order Shortening Time			
	Reply in Support of Motion	6/25/18	13	JA_003018-3052
	to Reconsider Order			
	Partially Granting Summary			
	Judgment			

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	Countermotion for Summary			
3	Judgment; and			
4	Countermotion for NRC			
5	56(f) Relief			
6	Reply to Opposition to	9/18/14	3	JA_000676-690
7	Motion for Partial Summary			
8	Judgment			
9	Request for Judicial Notice	4/15/19	27	JA_006497-6500
10	Request for Judicial Notice	4/17/19	29	JA_007080-7092
11	and Application of the Law			
12	of the Case Doctrine			
13	Rogich Defendants'	3/20/19	24	JA_005819-5835
14	Opposition to Plaintiff's			
15	Motion to Settle Jury			
16	Instructions			
17	Rogich Defendants'	10/22/19	36	JA_008628-8749
18	Renewed Motion for			
19	Attorneys' Fees and Costs			
20	Rogich Defendants' Reply in	3/28/19	26	JA_006155-6167
21	Support of Motion in Limine			
22	to Preclude Contrary			
23	Evidence as to Mr. Huerta's			
24	Taking of \$1.42 Million			
25	from Eldorado Hills, LLC as			
26	Consulting Fee Income			
	Rogich Defendants' Reply in	1/23/2020	37	JA_009046-9055
	Support of Their Renewed			
	Motion for Attorneys' Fees			
	and Costs			

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 <sup>nd</sup> Supplemental Pre-Trial Disclosures	4/10/19	27	JA_006472-6474
15 16 17 18 19 20 21 22 23 24 25 26	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC's Joinder to Defendants Peter Eliades Individually and as Trustee of the Eliades Trust of 10/30/08 Eldorado Hills LLC and Teld's Joinder to Motion for Summary Judgment	3/8/18	6	JA_001262-1264

1	Sigmund Rogich,	4/17/18	7	JA_001707-1709
2	Individually and as Trustee			
3	of the Rogich Family			
4	Irrevocable Trust and			
5	Imitations LLC's Joinder to			
6	Defendants Peter Eliades,			
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, Eldorado			
10	Hills, LLC and Teld's Reply			
11	in Support of Their Joinder			
12	to motion for Summary			
13	Judgment and Opposition to			
14	Nanyah Vegas, LLC's			
15	Countermotion for Summary			
16	Judgment and NRCP 56(f)			
17	Relief			
18	Stipulation and Order	4/22/2020	38	JA_009232-9234
19	Stipulation and Order	5/16/19	31	JA_007599-7602
20	Suspending Jury Trial			
21	Stipulation and Order re:	1/30/2020	37	JA_009056-9058
22	October 4, 2019 Decision			
23	Stipulation and Order	6/13/19	32	JA_007824-7827
24	Regarding Rogich Family			
25	Irrevocable Trust's			
26	Memorandum of Costs and			
	Motion for Attorneys' Fees			
	Stipulation for Consolidation	3/31/17	4	JA_000818-821
	Substitution of Attorneys	1/24/18	4	JA_000881-883
	Substitution of Attorneys	1/31/18	4	JA_000886-889
	Substitution of Counsel	2/21/18	4	JA_000890-893
	Summons – Civil	12/16/16	4	JA_000803-805
	(Imitations, LLC)			
	Summons – Civil (Peter	12/16/16	4	JA_000806-809
	Eliades)			

Summons – Civil (The Eliades Survivor Trust of 10/30/08)	12/16/16	4	JA_000810-813
Summons – Civil (The Rogich Family Irrevocable Trust)	12/16/16	4	JA_000799-802
Summons – Sigmund Rogich	12/22/16	4	JA_000814-817
Summons – Teld, LLC	12/16/16	4	JA_000796-798
The Rogich Defendants' Memorandum of Points and Authorities Regarding Limits of Judicial Discretion Regarding Notice Requirements Provided to Trust Beneficiaries Under NRS Chapter 163	4/21/19	30	JA_007134-7145
Transcript of Proceedings, Jury Trial, Hearing on April 22, 2019	4/23/19	30	JA_007148-7164
Transcript of Proceedings, Motions, Hearing January 30, 2020	2/12/2020	37	JA_009069-9097

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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 **JOINT APPENDIX VOL. 1** on all parties to this action by the method(s) indicated below:

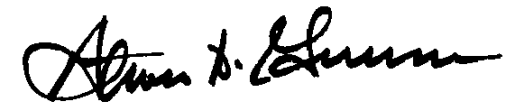
X by using the Supreme Court Electronic Filing System:

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*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 9 day of July, 2021.

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



CLERK OF THE COURT

**COMP**

Brandon B. McDonald, Esq.  
Nevada Bar No.: 11206  
McDONALD LAW OFFICES, PLLC  
2505 Anthem Village Drive, Ste. E-474  
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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; ROBERT RAY as Trustee of the Ray Family Trust, a trust established in Nevada; 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

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

3. Plaintiff, ROBERT RAY (hereinafter referred to as “Ray”), is now, and was at all times relevant hereto the Trustee of the Ray Family Trust established in the State of Nevada.

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

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

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

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

## JURISDICTION

5. That the facts surrounding this matter occurred in Clark County, Nevada, the parties



1 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

2 6. Additionally this matter relates to an interest/investment conveyed in a Nevada limited  
3 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.

4 **GENERAL ALLEGATIONS**

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

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

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

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

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

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

22 **B. Factual Allegations Regarding Ray, Nanyah and Eldorado Hills**

23 11. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.  
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12. Subsequently and in the years 2006 and 2007, Plaintiffs, Ray and Nanyah respectively invested \$1,783,561.60, collectively, in Eldorado, and were entitled to their respective membership interests.

13. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30, 2008, Rogich was expressly made aware of the claims of Ray and Nanyah.

14. Also as a result of the transfer of the Rogich's interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated, while Eldorado received the benefit of their investment of \$1,783,561.60.

15. That Ray and Nanyah are entitled to the return of the \$1,783,561.60 from Eldorado.

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

#### **FIRST CLAIM FOR RELIEF**

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

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

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

16. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the Agreement.

17. That Defendant Rogich materially breached the terms of the Agreement providing the consideration required under the terms of the Agreement and by knowingly transferring the purchased interest to a third-party which effectively negated the possible recovery of monies owed to Huerta and

1 Go Global.

2 19. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich  
3 in that they would honor the terms of the Agreement, all to their detriment.

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

6 21. It has become necessary for Huerta and Go Global to engage the services of an attorney  
7 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
8 pursuant to the Agreement.  
9

10 **SECOND CLAIM FOR RELIEF**

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

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

15 23. That the parties herein agreed to uphold certain obligations pursuant to their Agreement;  
16 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite  
17 consideration and reasonably maintaining the membership interest to consummate the terms of the  
18 Agreement.  
19

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

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

23 24. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as  
24 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith  
25 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.  
26

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

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

5 **THIRD CLAIM FOR RELIEF**

6 **(Unjust Enrichment - As Alleged by Huerta and Go Global Against Eldorado)**

7 28. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
8 set forth herein.

9 29. That Huerta and Go Global formerly invested \$2,747,729.50 into Eldorado as a capital  
10 investment for the benefit of that company, which represented a benefit to Eldorado.

11 30. Eldorado accepted the benefit of the monies provided by Huerta and Go Global.

12 31. That Huerta and Go Global have not received any consideration for the use of those  
13 funds.  
14

15 32. That in equity and good conscience the \$2,747,729.50 provided by Huerta and Go  
16 Global does not belong to Eldorado and said amount should be returned.

17 33. Eldorado has been unjustly enriched in the amount of \$2,747,729.50.

18 34. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
19 amount in excess of \$10,000.  
20

21 35. It has become necessary for Huerta and Go Global to engage the services of an attorney  
22 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.  
23

24 **FOURTH CLAIM FOR RELIEF**

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

26 36. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
27  
28

1 set forth herein.

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

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

8 39. That these representations were made knowingly, willfully and with the intention that  
9 Huerta and Go Global would be induced to act accordingly and execute the Agreement.  
10

11 40. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich  
12 all to their detriment.

13 41. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
14 amount in excess of \$10,000.

15 42. It has become necessary for Huerta and Go Global to engage the services of an attorney  
16 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.  
17

18 **FIFTH CLAIM FOR RELIEF**

19 **(Unjust Enrichment - As Alleged by Ray and Nanyah Against Eldorado)**

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

22 44. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado as a capital  
23 investment for the benefit of that company, which represented a benefit to Eldorado.  
24

25 45. Eldorado accepted the benefit of the monies provided by Ray and Nanyah.

26 46. Ray and Nanyah were not afforded their equity positions in Eldorado nor have they  
27  
28

received any beneficial consideration from Eldorado.

47. That in equity and good conscience the \$1,783,561.60 provided by Ray and Nanyah does not belong to Eldorado and said amount should be returned.

48. Eldorado has been unjustly enriched in the amount of \$1,783,561.60.

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

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

#### **SIXTH CLAIM FOR RELIEF**

##### **(Breach of Implied Agreement - As Alleged by Ray and Nanyah Against Rogich and Eldorado)**

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

52. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado in 2006 and 2007 as a capital investment for the benefit of that company, with the agreement from Eldorado that they would be provided an interest in the company equivalent to their investment.

53. That at the time of the Agreement Rogich as a member of Eldorado was expressly made aware of these claims. Furthermore, Ray and Nanyah performed all conditions necessary under the implied agreement.

54. That on or about 2012 when Rogich transferred all of his interest in Eldorado to TELD, LLC, Ray and Nanyah's interest or potential interest was eliminated; which constituted a material breach of the implied agreement between the parties.

55. That Ray and Nanyah have been damaged have been damaged in an amount in excess of \$10,000 as they have never received any consideration for their investment of \$1,783,561.60.

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

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

1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at time of trial;
2. For prejudgment interest;
3. For reasonable attorney's fees and costs incurred herein; and
4. For such other and further relief as the court deems just and proper.

Dated this 30<sup>th</sup> day of July, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.  
 Brandon B. McDonald, Esq.  
 Nevada Bar No.: 11206  
 2505 Anthem Village Drive, Ste. E-474  
 Henderson, NV 89052  
 Attorneys for Plaintiffs

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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

S.R. 08

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

CH S.R

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

CH J.R.

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.

CH S.R

(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.

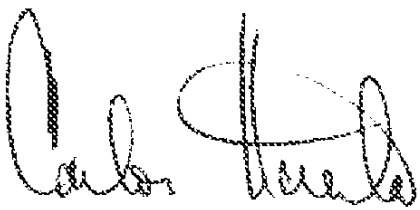
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

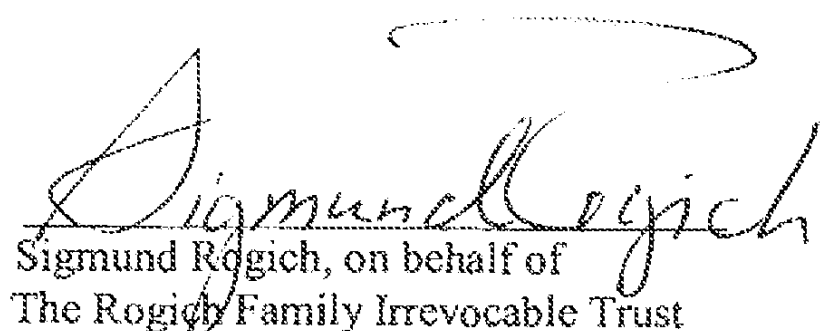
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



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

(4)

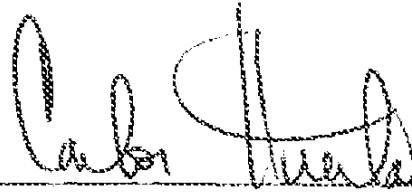
EXHIBIT "B"

Assignment

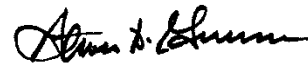
ASSIGNMENT

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



CLERK OF THE COURT

PSER

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; ROBERT RAY as Trustee of the Ray Family Trust, a trust established in Nevada; 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

**PROOF OF SERVICE**

The attached original **Affidavit of Personal Service** will confirm the Defendant, Eldorado Hills, LLC, was served with a **SUMMONS AND CIVIL COMPLAINT** on August 26th, 2013 at 1531 S. Las Vegas Blvd., Las Vegas, NV.

1 DATED this 30 day of <sup>August</sup>~~April~~, 2013.

2  
3 McDONALD LAW OFFICES

4 *Brandon McDonald* #8029 for  
5 FAMILY LAW CENTERS  
6 BRANDON McDONALD, ESQ.  
7 Nevada Bar No. 11206  
8 2505 Anthem Village Drive, Suite E-474  
9 Henderson, Nevada 89052  
10 Telephone: (702) 385-7411  
11 Facsimile: (702) 992-0569  
12 for Plaintiffs  
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1 STATE OF NEVADA

2 COUNTY OF CLARK

)ss:

AFFIDAVIT OF SERVICE

3 Michael E. Clarke (#R-003972), a citizen of the United States, over 18 years of age, not a party to, nor  
4 interested in the proceeding in which this affidavit is made. That affiant received a copy of the Summons and  
5 Complaint, on the 23rd day of August, 2013 and served the same on the 26th day of August, 2013 at 1:57pm  
6 by:

7 (Affiant must complete the appropriate paragraph)

8 1. Delivering and leaving a copy with the Defendant \_\_\_\_\_, at (state address) \_\_\_\_\_  
9 \_\_\_\_\_

10 2. Serving the Defendant \_\_\_\_\_, by personally delivering and leaving a copy with \_\_\_\_\_, a  
11 person of suitable age and discretion residing at the Defendant's usual place of abode located at: (state  
12 address): \_\_\_\_\_

13 3. Serving the Defendant Eldorado Hills, LLC, by personally delivering and leaving a copy at (state  
14 address) 1531 S. Las Vegas Blvd, Las Vegas, Nevada

15 (a) With Janet Johnson as Registered Agent, an agent lawfully designated by  
statute to accept service of process;

16 (b) With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the  
17 above address, which address is the address of the resident agent as shown on the current certificate of  
designation filed with the Secretary of State.

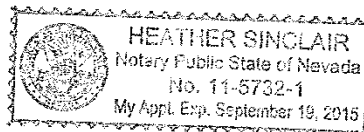
18 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and  
19 correct.

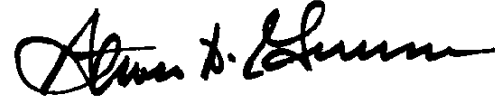
20 EXECUTED this 27th day of August, 2013

21 Michael E. Clarke  
Signature of person making service  
Corporate Intelligence International  
707 South 10th Street  
Las Vegas, Nevada 89101  
State License #595-595A

23 SUBSCRIBED AND SWORN to before me this  
24 27th day of August, 2013

25 Heather Sinclair  
NOTARY PUBLIC in and for said County and State  
My Commission expires: \_\_\_\_\_  
26 (SEAL)





CLERK OF THE COURT

**PSER**

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; ROBERT RAY as Trustee of the Ray  
Family Trust, a trust established in Nevada; 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

**PROOF OF SERVICE**

The attached original **Affidavit of Personal Service** will confirm the Defendant, SIG  
ROGICH, was served with a **SUMMONS AND CIVIL COMPLAINT** on September 12<sup>th</sup>,  
2013, at 11920 Southern Highlands Pkwy. #301, Las Vegas, NV. 89141

DATED this 18<sup>th</sup> day of September, 2013.

McDONALD LAW OFFICES, PLLC



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

1 STATE OF NEVADA)

2 )ss  
3 COUNTY OF CLARK)

AFFIDAVIT OF SERVICE

4 Gerald R. Fitzsimmons (#738364), being first duly sworn, deposes and says: That  
5 affiant is and was on the day when they first received the within Summons and Complaint, a  
6 citizen of the United States, over the age of 18 years, and not a party to, nor interested in,  
7 the within action; That affiant received the within named document(s) on the 23rd day of  
8 August, 2013, and personally served the same upon Sig Rogich aka Sigmund Rogich as  
9 Trustee of the Rogich Family Irrevocable Trust., by leaving one copy of the within named  
10 document(s) with Chris Cole Vice President of Rogich Communications Group authorized  
11 by Sig Rogich to accept service on his behalf., located at 11920 Southern Highlands Pkwy  
12 Ste. #301, in the City of Las Vegas, County of Clark, State of Nevada, on the 12th day of  
13 September, 2013 at 10:55am.

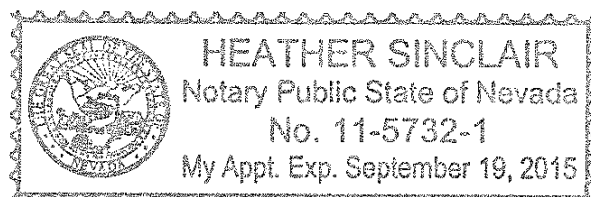
foregoing is true and correct.

EXECUTED this  
13th day of September, 2013

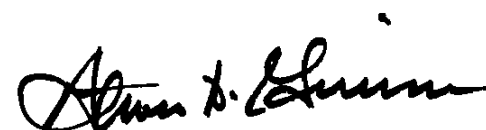
14  
15 Gerald R. Fitzsimmons  
16 Signature of person making service  
17 Corporate Intelligence International  
18 707 South 10th Street  
19 Las Vegas, Nevada 89101  
State License #595-595A

20 **SUBSCRIBED AND SWORN** to before me this  
21 13th day of September, 2013

22 Heather Sinclair  
23 **NOTARY PUBLIC** in and for said County and State  
24 My Commission expires: \_\_\_\_\_  
25 (SEAL)







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.

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

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

### 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.

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

## **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.  
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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  
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28

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 **THIRD CLAIM FOR RELIEF**

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

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

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

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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

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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.

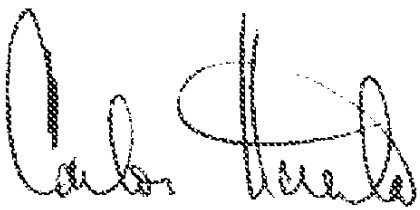
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

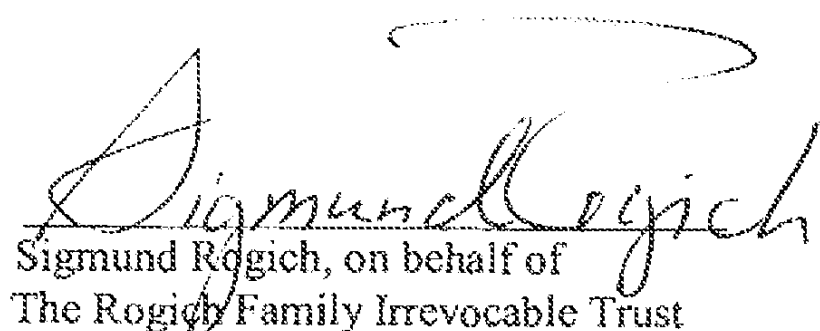
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



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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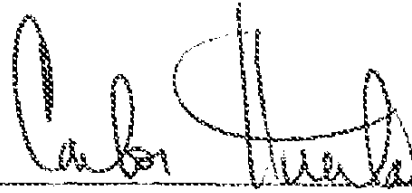
EXHIBIT "B"

Assignment

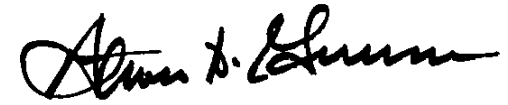
ASSIGNMENT

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



CLERK OF THE COURT

Samuel S. Lionel, NV Bar No. 1766  
*slionel@lionelsawyer.com*  
Steven C. Anderson, NV Bar No. 11901  
*sanderson@lionelsawyer.com*  
LIONEL SAWYER & COLLINS  
300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101  
Tel: (702) -383-8884; (702) 383-8845 (Fax)

*Attorneys for Defendants,*  
Sig Rogich aka Sigmund Rogich as Trustee  
of The Rogich Family Irrevocable Trust;  
Eldorado Hills, LLC, a Nevada limited liability  
company

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 1-X, and or  
ROE CORPORATIONS 1-X, inclusive

Defendants

ELDORADO HILLS, LLC, a Nevada limited  
liability company

Defendant/Counterclaimants

v.

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

Plaintiffs/Counterdefendants

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

**ANSWER TO FIRST AMENDED  
COMPLAINT AND COUNTERCLAIM**

**JURY DEMAND**

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ANSWER TO FIRST AMENDED COMPLAINT

Defendants Sig Rogich, as Trustee of The Rogich Family Irrevocable Trust, and Eldorado Hills, LLC, answer the First Amended Complaint as follows:

1. Admit the allegations in Paragraph 1.
2. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.
3. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.
4. Admit the allegations in Paragraph 4.
5. Admit the allegations in Paragraph 5.
6. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.
7. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.
8. Admit that the principal asset of Eldorado is real property located in Clark County, Nevada and deny all other allegations in Paragraph 8.
9. Deny the allegations in Paragraph 9.
10. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 10 inconsistent therewith.
11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 inconsistent therewith.
12. Admit the allegations in the first sentence of Paragraph 12 and deny the allegations in the second sentence of said Paragraph.
13. Deny the allegations in Paragraph 13.
14. Deny the allegations in Paragraph 14.
15. Deny the allegations in Paragraph 15.
16. Admit the allegations in Paragraph 16.

1           17.     Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any  
2 alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny  
3 Eldorado retained the \$1,500,000.

4           18.     Deny the allegations in Paragraph 18.

5           19.     Deny the allegations in Paragraph 19.

6           20.     Defendants repeat and reallege their answers to the allegations in Paragraph 1  
7 through Paragraph 19.

8           21.     Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 21  
9 inconsistent therewith.

10          22.     Deny the allegations in Paragraph 22 and allege that Plaintiffs have failed to  
11 perform their duties as set forth in Purchase Agreement.

12          23.     Admit the transfer of Defendant Rogich's interest in Eldorado as alleged in  
13 Paragraph 23 and deny the other allegations in said paragraph.

14          24.     Deny the allegations in Paragraph 24 and specifically deny that the alleged  
15 representation was made.

16          25.     Deny the allegations in Paragraph 25.

17          26.     Deny the allegations in Paragraph 26 and allege that Defendants have retained  
18 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
19 they are entitled to their costs and reasonable attorneys fees for their services herein.

20          27.     Defendants repeat and reallege their answers to the allegations in paragraphs 1  
21 through 26.

22          28.     Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 28  
23 inconsistent therewith.

24          29.     Deny the allegations in Paragraph 29.

25          30.     Admit the allegations in Paragraph 30.

26          31.     Allege Exhibit 1 speaks for itself and deny any allegations in Paragraph 31  
27 inconsistent therewith.

28          32.     Deny the allegations in Paragraph 32.



1           33.     Deny the allegations in Paragraph 33.

2           34.     Deny the allegations in Paragraph 34 and allege that Defendants have retained  
3 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
4 they are entitled to their costs and reasonable attorneys fees for their services herein.

5           35.     Defendants repeat and reallege their answers to the allegations in Paragraphs 1  
6 through 34.

7           36.     Deny the allegations in Paragraph 36.

8           37.     Deny the allegations in Paragraph 37 and specifically deny the alleged  
9 representation was made.

10          38.     Deny the allegations in Paragraph 38 and specifically deny the alleged  
11 representations were made.

12          39.     Deny the allegations in Paragraph 39 and specifically deny the alleged  
13 representations were made.

14          40.     Deny the allegations in Paragraph 40.

15          41.     Deny the allegations in Paragraph 41 and allege that Defendants have retained  
16 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
17 they are entitled to their costs and reasonable attorneys fees for their services herein.

18          42.     There is no paragraph 42.

19          43.     There is no paragraph 43.

20          44.     Defendants repeat and reallege their answers to Paragraph 1 through 41. There  
21 are no paragraphs 42 and 43.

22          45.     Allege they are without knowledge or information sufficient to form a belief as to  
23 the truth of the allegations in Paragraph 45.

24          46.     Deny the allegations in Paragraph 46.

25          47.     Deny the allegations in Paragraph 47.

26          48.     Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and  
27 deny the other allegations in said paragraph.

28          49.     Deny the allegations in Paragraph 49.

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50. Deny the allegations in Paragraph 50.

51. Deny the allegations in Paragraph 51.

52. Deny the allegations in Paragraph 52 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of The Purchase Agreement, and they are entitled to their costs and reasonable attorney's fees.

**AFFIRMATIVE DEFENSES**

First Affirmative Defense

The First Amended Complaint fails to state a claim against either Defendant upon which relief can be granted.

Second Affirmative Defense

(Failure to Exhaust)

Plaintiffs have failed to exhaust their contract remedies.

Third Affirmative Defense

(Misjoinder)

There is a misjoinder of claims.

Fourth Affirmative Defense

(Release)

Plaintiffs' have released Defendants from any and all liability to Plaintiffs.

Fifth Affirmative Defense

(Release)

Plaintiffs' have released Defendants with respect to any purported representations in connection with the Purchase Agreement.

Sixth Affirmative Defense

(Limitations)

Plaintiffs' purported claims are barred by applicable statutes of limitations,

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Seventh Affirmative Defense

(Waiver)

Plaintiffs' purported claims are barred by the doctrine of waiver.

Eighth Affirmative Defense

(Estoppel)

Plaintiffs' purported claims are barred by the doctrine of estoppel.

Ninth Affirmative Defense

(No Injury)

Plaintiffs' purported claims are barred because Plaintiffs' have not sustained any cognizable injury.

Tenth Affirmative Defense

(Lack of Control)

Plaintiffs' purported claims are barred because of actions not within the control of Defendants.

Eleventh Affirmative Defense

(Good Faith)

Plaintiffs' purported claims are barred because Defendants at all times acted in good faith and did not, directly or indirectly, induce any act or acts constituting a cause of action arising under any law.

Twelfth Affirmative Defense

(Speculative)

Plaintiffs' damage claims are barred because they are speculative in nature and/or not otherwise recoverable under the law.

Thirteenth Affirmative Defense

(Risks)

Plaintiffs' purported claims are barred because Plaintiffs knew or should have known the risks associated with the Purchase Agreement.

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Fourteenth Affirmative Defense

(Acquiescence)

Plaintiffs' purported claims are barred because Plaintiffs acquiesced in Defendants' transfer to Teld, LLC.

Fifteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims for damages, based on the Purchase Agreement, cannot be regarded as a violation of the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense

(No Violation)

Plaintiffs' alleged claims are not violations of the implied covenant of good faith and fair dealing.

Seventeenth Affirmative Defense

(Good Faith)

Defendants at all relevant times acted in good faith.

Eighteenth Affirmative Defense

(Fair Dealing)

Defendants at all relevant times dealt fairly.

Nineteenth Affirmative Defense

(No Breach)

Defendants did not breach the implied covenant of good faith and fair dealing.

Twentieth Affirmative Defense

(No Breach)

Defendants did not breach any provision of the Purchase Agreement.

Twenty First Affirmative Defense

(Good Faith Presumptions)

Defendants are entitled to the presumption that they acted in good faith.

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Twenty Second Affirmative Defense

(No Malice)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was not malicious.

Twenty Third Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was in good faith.

Twenty Fourth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich's transfer of the Eldorado interests did not deliberately contravene the intention and spirit of the Purchase Agreement.

Twenty Fifth Affirmative Defense

(Statute of Frauds)

Plaintiffs claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense

(Good Faith Transfers)

Defendant Rogich did not purposefully and/or intentionally transfer the Eldorado interests to Teld, LLC to prevent Plaintiffs from possibly obtaining income in the event Eldorado ever made distributions to Rogich.

Twenty-Seventh Affirmative Defense

(Basis for Transfer)

Defendant Rogich had a reasonable basis for transferring the Eldorado interests to Teld, LLC.

Twenty-Eighth Affirmative Defense

(Charter Revocation)

Nanyah Vegas, LLC's charter has been revoked and its right to transact business forfeited. It had no right to commence this action or to maintain it.

1 Twenty-Ninth Affirmative Defense

2 (Plaintiffs' Conduct)

3 1. At the time Nanyah Vegas, LLC ("Nanyah") alleges it made a \$1,500,000  
4 investment in Eldorado, Plaintiff, Carlos Huerta, an individual, ("Huerta") was a managing  
5 member of Eldorado. He was then, upon information and belief, the President and sole  
6 shareholder of Go Global, Inc. ( a Plaintiff herein sub nomine The Alexander Christopher Trust,  
7 its assignee of its interests) ("Go Global"), who was then the manager of Canamex Nevada, LLC  
8 ("Canamex").

9 2. Upon information and belief, Huerta deposited Nanyah's \$1,500,000 Investment  
10 into a Canamex bank account which Huerta then withdrew and deposited in an Eldorado bank  
11 account, withdrew it, and transferred it to an Eldorado money market account, withdrew it and  
12 wrote a check for \$1,420,000 to Go Global from the account and classified it as a consulting fee.

13 3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly  
14 enriched.

15 Thirtieth Affirmative Defense

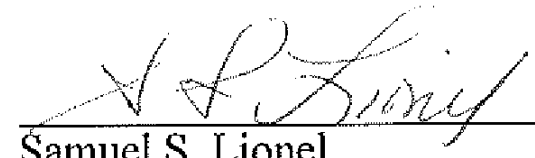
16 (Reserve All Rights)

17 Defendants hereby reserve and assert all affirmative defenses available under any federal  
18 law and under any available state law. Defendants presently have insufficient knowledge or  
19 information upon which to form a belief as to whether they may have other, as yet unstated  
20 affirmative defenses available. Therefore, Defendants reserve the right to assert additional  
21 affirmative defenses in the event that discovery indicates it would be appropriate.

22 WHEREAS, Defendants demand that the First Amended Complaint be dismissed and  
23 reasonable attorneys fees be awarded to Defendants.

LIONEL SAWYER & COLLINS

By:

  
Samuel S. Lionel  
Nevada Bar No. 1766  
Steven Anderson.  
Nevada Bar No. 11901  
300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101

*Attorneys for Defendants, Sig Rogich aka Sigmund Rogich  
as Trustee of The Rogich Family Irrevocable Trust;  
Eldorado Hills, LLC.*

COUNTERCLAIM

Defendant/Counterclaimant Eldorado Hills, LLC ("Eldorado") for its Counterclaim against Plaintiffs/Counterdefendants Carlos A. Huerta, an individual ("Huerta"), Carlos A. Huerta, as Trustee of the Alexander Christopher Trust, as assignee of interests of Go Global, Inc., a Nevada corporation ("Go Global"), alleges as follows:

1. Plaintiff Nanyah Vegas, LLC ("Nanyah") alleges in the Fourth Claim for Relief that Eldorado was unjustly enriched in the amount of \$1,500,000 and is entitled to recover said amount together with reasonable attorneys fees and costs.

2. Defendant Eldorado has alleged in the Twenty-Ninth Affirmative Defense that it was not unjustly enriched and Counterclaimants Huerta and Go Global have taken Nanyah's money.

3. Therefore, under general equitable principles and rules of law governing this action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any reason that Eldorado has been unjustly enriched to any extent, including reasonable attorneys' fees and costs.

WHEREFORE Counterclaimant Eldorado demands equitable relief from Counterdefendants as set forth in the proceeding paragraph.

//

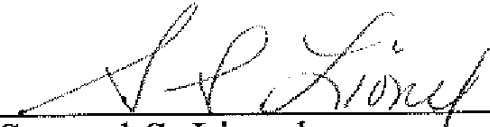
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JURY DEMAND

Defendants hereby demand a trial by jury on all claims and issues so triable.

LIONEL SAWYER & COLLINS

By: 

Samuel S. Lionel  
Nevada Bar No. 1766  
Steven Anderson.  
Nevada Bar No. 11901  
300 South Fourth Street, Suite 1700  
Las Vegas, Nevada 89101

*Attorneys for Defendant/Counterclaimant  
Eldorado Hills, LLC*




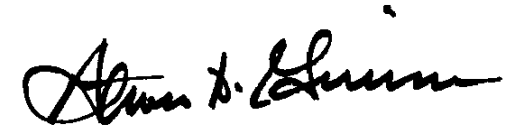
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8<sup>th</sup> day of November, 2013, I mailed a true and correct copy of the ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM via U.S. Mail, postage prepaid to the following parties at their last known address:

Brandon McDonald, Esq.  
McDonald Law Offices, PLLC  
2505 Anthem Village Drive  
Suite E-474  
Henderson, NV 89052  
*Attorneys for Plaintiff*

  
An Employee of Lionel Sawyer & Collins



CLERK OF THE COURT

**ANSW**

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

**ANSWER TO COUNTERCLAIM**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.  
of McDONALD LAW OFFICES, PLLC, and hereby respond to Defendant, Eldorado Hills, LLC's  
Counterclaim as follows:

1. Answering paragraph 1 of the Counterclaim, Counterdefendants state that the Complaint  
speaks for itself. To the extent that the allegations contained in paragraph 1 are merely repeating  
allegations contained in the Complaint, Counterdefendants admit said allegations.

1           2.       Answering paragraph 2 of the Counterclaim, Counterdefendants state that the Answer  
2 filed speaks for itself. To the extent that the allegations contained in paragraph 2 are merely repeating  
3 allegations contained in the Answer, Counterdefendants admit said allegations.

4           3.       Answering paragraph 3 of the Counterclaim, Counterdefendants deny the allegations  
5 contained therein.

6                                   **AFFIRMATIVE DEFENSES**

7                                   FIRST AFFIRMATIVE DEFENSE

8           The Counterclaim fails to state a claim upon which relief can be granted.  
9

10                                  SECOND AFFIRMATIVE DEFENSE

11          Counterclaimant's claims are barred by the doctrine of estoppel.

12                                  THIRD AFFIRMATIVE DEFENSE

13          Counterclaimant is not entitled to relief due to the doctrine of unclean hands.

14                                  FOURTH AFFIRMATIVE DEFENSE

15          Counterclaimant's relief is barred in equity.  
16

17                                  FIFTH AFFIRMATIVE DEFENSE

18          Counterclaimant's claims are barred by the doctrine of laches.

19                                  SIXTH AFFIRMATIVE DEFENSE

20          Counterclaimant has failed to maintain evidence, or in fact committed spoliation, and now seeks  
21 to assert claims which reasonably require such evidence to either prove or disprove Plaintiff's  
22 allegations.  
23

24                                  NINTH AFFIRMATIVE DEFENSE

25          Pursuant to Rule 8 of the Nevada Rules of Civil Procedure, all possible affirmative defenses  
26 may not have been alleged herein insofar as insufficient facts were not available after reasonable  
27  
28

1 inquiry upon the filing of Plaintiffs' Amended Complaint. Counterdefendant hereby incorporate by  
2 reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. In the event  
3 further investigation or discovery reveals the applicability of any such defenses, Counterdefendant  
4 reserves the right to seek leave of the Court to amend this Answer and to specifically assert any such  
5 defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving  
6 any such defense.

- 7 1. That Counterclaimant take nothing by way of its Counterclaim;
- 8 2. For attorney's fees and costs of suit herein;
- 9 3. For an award of punitive damages since the claims and allegations are frivolous;
- 10 4. For such other and further relief as the Court may deem appropriate.

11 Dated this 20th day of February, 2013.

12  
13 McDONALD LAW OFFICES, PLLC

14  
15 By: /s/ Brandon B. McDonald, Esq.  
16 Brandon B. McDonald, Esq.  
17 Nevada Bar No.: 11206  
18 2505 Anthem Village Drive, Ste. E-474  
19 Henderson, NV 89052  
20 Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 20<sup>th</sup> day of February, 2013, service of the foregoing **ANSWER TO COUNTERCLAIM** 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

1 **OST**

2 Samuel S. Lionel, NV Bar No. 1766

3 *slionel@lionelsawyer.com*

4 Steven C. Anderson, NV Bar No. 11901

5 *sanderson@lionelsawyer.com*

6 LIONEL SAWYER & COLLINS

7 300 South Fourth Street, 17<sup>th</sup> Floor

8 Las Vegas, Nevada 89101

9 Telephone: (702) 383-8884

10 Fax: (702) 383-8845

11 *Attorneys for Defendant Sig Rogich*  
12 *aka Sigmund Rogich as Trustee of*  
13 *The Rogich Family Irrevocable Trust*  
14 *and Defendant / Counterclaimant*  
15 *Eldorado Hills, LLC*

ENTERED

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CLERK OF THE COURT

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

20 Plaintiffs,

21 v.

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

27 Defendants.

28 **AND RELATED CLAIMS**

Case No. A-13-686303-C

Dept. XXVII

Date:

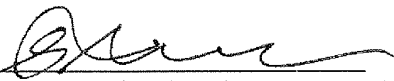
Time:

25 **DEFENDANTS' MOTION FOR LEAVE TO FILE AN AMENDED**  
26 **ANSWER ON AN ORDER SHORTENING TIME**

1 Defendants Eldorado Hills, LLC ("Eldorado") and The Rogich Family Irrevocable Trust  
2 ("Rogich Trust") (collectively, "Defendants"), through their counsel, Lionel Sawyer & Collins,  
3 submit this Motion to File an Amended Answer on an Order Shortening Time pursuant to  
4 N.R.C.P. 15(a) and E.D.C.R. 2.30 (the "Motion"). This Motion is based on the following  
5 memorandum of points and authorities, the attached exhibits, the pleadings and papers on file  
6 and any oral argument the court entertains.

7 DATED: April 30, 2014.

8 LIONEL SAWYER & COLLINS

9 By:   
10 Samuel S. Lionel, NV Bar No. 1766  
11 slionel@lionelsawyer.com  
12 Steven C. Anderson, NV Bar No. 11901  
13 sanderson@lionelsawyer.com  
14 300 South Fourth Street, 17<sup>th</sup> Floor  
15 Las Vegas, Nevada 89101  
16 Telephone: (702) 383-8884  
17 Fax: (702) 383-8845

18 *Attorneys for Defendants*

19 **DECLARATION OF STEVEN ANDERSON**

20 Steven Anderson deposes and states as follows:

21 1. I am an attorney licensed to practice law in the state of Nevada and am counsel to  
22 Defendants Eldorado Hills and the Rogich Trust in Case A-686303-C, pending before this Court.  
23 I make this declaration in support of Defendants' Motion to For Leave to File an Amended  
24 Answer on an Order Shortening Time (the "Motion").


25 2. The parties to this litigation have been engaged in discovery for approximately  
26 three months. Defendants recently deposed Plaintiff Nanyah Vegas, LLC's NRCP 30(b)(6)  
27 witness and Carlos A. Huerta, in his individual capacity and as trustee of the Alexander  
Christopher Trust. Defendants have also served written discovery on Plaintiffs. The discovery  
obtained through these procedures has brought additional evidence to light. This evidence  
implicates and supports affirmative defenses that Defendants have not previously alleged.

3. This Motion is timely. Under the applicable discovery scheduling order, discovery closes on Thursday, July 31, 2014. April 30, 2014, is the last day to file motions to amend the pleadings without seeking further leave from the Court.

4. Pursuant to EDCR 2.26, the Motion should be heard on shortened time because it has been timely filed, the Motion's contents and requested relief are not controversial, and shortened time will allow the parties to maximize the remaining discovery period. Defendants' request that this Motion be heard on or before May 16, 2014, or as soon as the Court's calendar permits. In addition, Defendants have attached the proposed Amended Answer as Exhibit 1.

\*\*\*

I declare, under penalty of Nevada law, that this Declaration's content is true and correct.

  
Steven Anderson, NBN 11901

4/30/2014  
Date

### ORDER SHORTENING TIME


**THE COURT ORDERS** that the time for hearing Defendants' Motion to File an Amended Answer shall be shortened to May 14, 2014, at 9:30 a.m./p.m., or as soon as the Court's calendar permits on that day. Plaintiffs' Opposition, if any, shall be filed by May 8, 2014.

Dated: April <sup>NLA</sup>~~May~~ 30, 2014.

Nancy L Alf  
DISTRICT COURT JUDGE

Submitted by:

LIONEL SAWYER &amp; COLLINS

By:   
 Samuel S. Lionel, NV Bar No. 1766  
*slionel@lionelsawyer.com*  
 Steven C. Anderson, NV Bar No. 11901  
*sanderson@lionelsawyer.com*  
 300 South Fourth Street, 17<sup>th</sup> Floor  
 Las Vegas, Nevada 89101

*Attorneys for Defendants*



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## I. INTRODUCTION

Plaintiffs Carlos A. Huerta ("Huerta"), The Alexander Christopher Trust (the "Christopher Trust") and Nanyah Vegas, LLC ("Nanyah") allege that they have interests—whether direct or indirect—in Eldorado Hills. Nanyah did not directly invest in Eldorado, but initially invested in a Huerta controlled entity called Canamex Nevada, LLC ("Canamex"). Thus, in Exhibit A to the Purchase Agreement, Nanyah is identified as a "potential claimant," claiming through Canamex. *See* Purchase Agreement, Exhibit 1 to the Amended Complaint. The Christopher Trust is a purported successor in interest to Go Global, Inc. ("Global").

After making its investment, Global—another Huerta controlled entity—entered into a Purchase Agreement where it sold its membership interest in Eldorado to The Rogich Trust. Global alleges that in exchange, The Rogich Trust agreed to pay Global a certain sum *if* The Rogich Trust received future distributions or profits from Eldorado. Eldorado was not a signatory to the Purchase Agreement. Through the Purchase Agreement, Global divested itself of its interest in Eldorado. Several years later, The Rogich Trust transferred its interests in Eldorado to TELD, LLC. Again, Eldorado was not a signatory to the agreement.

Plaintiffs now seek to recover damages from Defendants. In response to Plaintiffs' initial complaint, Eldorado filed a motion to dismiss. Plaintiffs did not oppose the motion. Rather, Plaintiffs filed a First Amended Complaint, to which Defendants answered. In addition, Eldorado asserted a Counterclaim for indemnification.

Based on information obtained since that time, Defendants now seek to file an Amended Answer. (*See* Exhibit 1.) The proposed amendments are standard affirmative defenses that were not immediately apparent to Defendants from the First Amended Complaint's face. Moreover, this Motion has been brought prior to the relevant scheduling deadline and will not cause Plaintiffs to incur prejudice (as they have not yet deposed Defendants or any third-party). As a consequence, amendment is just and should be freely given in these circumstances.

## II. STATEMENT OF FACTS

The facts on which this Motion is based are simple. Huerta, purportedly as an individual

1 and as the Christopher Trust's trustee, and Nanyah are the Plaintiffs in this action.<sup>1</sup> The  
2 Christopher Trust is the purported assignee to Global's alleged rights under a Purchase  
3 Agreement executed between Global and The Rogich Trust on or about October 30, 2008. The  
4 Purchase Agreement deals with certain rights related to certain contingent Eldorado distributions  
5 to The Rogich Trust. Nanyah believes it is an Eldorado member, but is identified in the Purchase  
6 Agreement as only a "potential claimant" through Canamex, a Huerta controlled entity.

7 Plaintiffs filed their initial complaint on or about July 31, 2013. Eldorado moved to  
8 dismiss the complaint. Plaintiffs did not oppose the motion, but instead, filed the first Amended  
9 Complaint. On or about November 8, 2013, Defendants filed their Answer. Eldorado also  
10 asserted a Counterclaim. A short time later, the parties conducted their early case conference  
11 and submitted a joint case conference report.

12 The Court then issued its scheduling order and the parties began discovery (in late  
13 January 2014). Since that time, Defendants have served written discovery requests on Plaintiffs  
14 and deposed Nanyah's NRCP 30(b)(6) witness (on April 3, 2014) and Huerta (April 30, 2014).  
15 Based on information gathered over the last few months, Defendants have determined that  
16 several affirmative defenses are applicable that were not included in their Answer to the First  
17 Amended Complaint.

18 Under the Court's scheduling order, the last day to file motions to amend the pleadings is  
19 April 30, 2014—the date this Motion was filed. Discovery concludes on July 31, 2014.  
20 Defendants now seek to assert seven additional affirmative defenses, generally including  
21 preclusion, estoppel and standing defenses. Considering that Defendants' Motion is timely, that  
22 Plaintiffs have not taken any depositions or issued written discovery requests, and that discovery  
23 remains open for three more months, allowing the Propose Amended Answer to be filed will not  
24 cause prejudice to Plaintiffs. These considerations show that Defendants' request falls squarely  
25 within Rule 15's permissible boundaries. Accordingly, Defendants' Motion should be granted.

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<sup>1</sup> Originally, the Ray Family Trust was a Plaintiff, but after Eldorado filed a motion to dismiss,  
Plaintiffs filed an amended complaint that omitted the Ray Family Trust as a party.

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### III. LAW AND ARGUMENT

#### A. Legal Standard

The Court should grant Defendants' Motion because leave is freely given when justice so requires, and in this case, justice favors Defendants' request. Under N.R.C.P. 15(a), "a party may amend the party's pleading . . . by leave of court . . . [and] leave shall be freely given when justice so requires." *See Weiler v. Ross*, 80 Nev. 380, 382, 395 P.2d 323, 323 (1964). The "freely given" language means that amendment should be allowed unless it will cause undue delay or bad faith / improper motive is apparent. *Adamson v. Bowker*, 85 Nev. 115, 120, 450 P.2d 796, 800 (1969). Prejudice to the non-moving party is also a consideration. *Id.* at 121.

When employing these considerations, district courts are given discretion in determining whether to grant leave to amend. *Kantor v. Kantor*, 116 Nev. 886, 891, 8 P.3d 825, 828 (2000). Courts can abuse this discretion when a request for leave is denied without an articulated explanation of why granting leave to amend would be unjust. *Adamson*, 85 Nev. at 120, 450 P.2d at 800. Thus, in the absence of improper motives and prejudice to the non-moving party, district courts should freely grant this relief.

Under the facts and circumstances applicable to this Motion, allowing Defendants to amend their Answer satisfies the considerations under NRCP 15(a). This request is timely under the scheduling order and procedural rules, and there is no evidence of bad faith or delay. Moreover, Plaintiffs will not be prejudiced because the discovery period remains open for approximately 90 days and they will not have to duplicate any discovery efforts.

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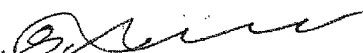
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IV. CONCLUSION

Based on the preceding points and authorities, the Court should grant Defendants' Motion and permit them to file the Proposed Amended Answer, which is attached as Exhibit 1.

DATED: April 30, 2014.

LIONEL SAWYER & COLLINS

By:   
Samuel S. Lionel, NV Bar No. 1766  
*slionel@lionelsawyer.com*  
Steven C. Anderson, NV Bar No. 11901  
*sanderson@lionelsawyer.com*  
300 South Fourth Street, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Telephone: (702) 383-8884  
Fax: (702) 383-8845

*Attorneys for Defendants*

1 CERTIFICATE OF SERVICE

2 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee  
3 of LIONEL SAWYER & COLLINS and that on this 30th day of April, 2014, I caused the  
4 document DEFENDANTS' MOTION FOR LEAVE TO FILE AN AMENDED ANSWER ON  
5 AN ORDER SHORTENING TIME to be served as follows:  
6

7 ☒ by depositing same for mailing in the United States Mail, in a sealed envelope  
8 addressed to:

9 Brandon B. McDonald, Esq.  
10 McDonald Law Offices, PLLC  
11 2505 Anthem Village Drive  
12 Suite E-474  
13 Henderson, Nevada 89052

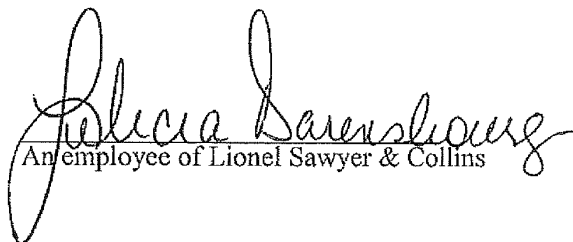
14 *Attorneys for Plaintiffs*

15 ☐ pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

16 ☐ to be hand delivered to:

17 and/or

18 ☐ by the Court's ECF System through Wiznet.  
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28   
An employee of Lionel Sawyer & Collins

# **EXHIBIT 1**

1 Samuel S. Lionel, NV Bar No. 1766  
slionel@lionelsawyer.com  
2 Steven C. Anderson, NV Bar No. 11901  
sanderson@lionelsawyer.com  
3 LIONEL SAWYER & COLLINS  
300 South Fourth Street, Suite 1700  
4 Las Vegas, Nevada 89101  
Tel: (702) -383-8884  
5 Fax: (702) 383-8845

6 *Attorneys for Sig Rogich aka*  
*Sigmund Rogich as Trustee of*  
7 *The Rogich Family Irrevocable Trust;*  
8 *and Eldorado Hills, LLC, a Nevada*  
*limited liability company*

9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

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

15 Plaintiffs

16 v.

17 SIG ROGICH aka SIGMUND ROGICH as  
Trustee of The Rogich, Family Irrevocable  
18 Trust; ELDORADO HILLS, LLC, a Nevada  
limited liability company; DOES 1-X, and or  
19 ROE CORPORATIONS 1-X, inclusive

20 Defendants

21 ELDORADO HILLS, LLC, a Nevada limited  
liability company

22 Counterclaimant

23 v.

24 CARLOS A. HUERTA, an individual,  
CARLOS A. HUERTA as Trustee of THE  
25 ALEXANDER CHRISTOPHER TRUST, a  
Trust established in Nevada as assignee of  
26 interests of GO GLOBAL, INC., a Nevada  
corporation

27 Counterdefendants.  
28

Case No. A-13-686303-C

Department: XXVII

**[PROPOSED] AMENDED ANSWER  
TO FIRST AMENDED COMPLAINT;  
AND COUNTERCLAIM**

**JURY DEMAND**

**AMENDED ANSWER TO FIRST AMENDED COMPLAINT**

Defendants Sig Rogich, as Trustee of The Rogich Family Irrevocable Trust, and Eldorado Hills, LLC, answer the First Amended Complaint as follows:

1. Admit the allegations in Paragraph 1.
2. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.
3. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.
4. Admit the allegations in Paragraph 4.
5. Admit the allegations in Paragraph 5.
6. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.
7. Allege they are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.
8. Admit that the principal asset of Eldorado is real property located in Clark County, Nevada and deny all other allegations in Paragraph 8.
9. Deny the allegations in Paragraph 9.
10. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 10 inconsistent therewith.
11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 inconsistent therewith.
12. Admit the allegations in the first sentence of Paragraph 12 and deny the allegations in the second sentence of said Paragraph.
13. Deny the allegations in Paragraph 13.
14. Deny the allegations in Paragraph 14.
15. Deny the allegations in Paragraph 15.
16. Admit the allegations in Paragraph 16.
17. Answering Paragraph 17, admit that Ray has an interest in Eldorado, deny any



1 alleged representations of Rogich, admit Nanyah never received an interest in Eldorado and deny  
2 Eldorado retained the \$1,500,000.

3 18. Deny the allegations in Paragraph 18.

4 19. Deny the allegations in Paragraph 19.

5 20. Defendants repeat and reallege their answers to the allegations in Paragraph 1  
6 through Paragraph 19.

7 21. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 21  
8 inconsistent therewith.

9 22. Deny the allegations in Paragraph 22 and allege that Plaintiffs have failed to  
10 perform their duties as set forth in Purchase Agreement.

11 23. Admit the transfer of Defendant Rogich's interest in Eldorado as alleged in  
12 Paragraph 23 and deny the other allegations in said paragraph.

13 24. Deny the allegations in Paragraph 24 and specifically deny that the alleged  
14 representation was made.

15 25. Deny the allegations in Paragraph 25.

16 26. Deny the allegations in Paragraph 26 and allege that Defendants have retained  
17 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
18 they are entitled to their costs and reasonable attorneys fees for their services herein.

19 27. Defendants repeat and reallege their answers to the allegations in paragraphs 1  
20 through 26.

21 28. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 28  
22 inconsistent therewith.

23 29. Deny the allegations in Paragraph 29.

24 30. Admit the allegations in Paragraph 30.

25 31. Allege Exhibit 1 speaks for itself and deny any allegations in Paragraph 31  
26 inconsistent therewith.

27 32. Deny the allegations in Paragraph 32.

28 33. Deny the allegations in Paragraph 33.

- 1           34. Deny the allegations in Paragraph 34 and allege that Defendants have retained  
2 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
3 they are entitled to their costs and reasonable attorneys fees for their services herein.
- 4           35. Defendants repeat and reallege their answers to the allegations in Paragraphs 1  
5 through 34.
- 6           36. Deny the allegations in Paragraph 36.
- 7           37. Deny the allegations in Paragraph 37 and specifically deny the alleged  
8 representation was made.
- 9           38. Deny the allegations in Paragraph 38 and specifically deny the alleged  
10 representations were made.
- 11          39. Deny the allegations in Paragraph 39 and specifically deny the alleged  
12 representations were made.
- 13          40. Deny the allegations in Paragraph 40.
- 14          41. Deny the allegations in Paragraph 41 and allege that Defendants have retained  
15 attorneys to defend this action and pursuant to Paragraph 6(d) of the Purchase Agreement, and  
16 they are entitled to their costs and reasonable attorneys fees for their services herein.
- 17          42. There is no paragraph 42.
- 18          43. There is no paragraph 43.
- 19          44. Defendants repeat and reallege their answers to Paragraph 1 through 41. There  
20 are no paragraphs 42 and 43.
- 21          45. Allege they are without knowledge or information sufficient to form a belief as to  
22 the truth of the allegations in Paragraph 45.
- 23          46. Deny the allegations in Paragraph 46.
- 24          47. Deny the allegations in Paragraph 47.
- 25          48. Admit that Eric Reitz was repaid his investment as alleged in Paragraph 48 and  
26 deny the other allegations in said paragraph.
- 27          49. Deny the allegations in Paragraph 49.
- 28          50. Deny the allegations in Paragraph 50.

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51. Deny the allegations in Paragraph 51.

52. Deny the allegations in Paragraph 52 and allege that Defendants have retained attorneys to defend this action and pursuant to Paragraph 6(d) of The Purchase Agreement, and they are entitled to their costs and reasonable attorney's fees.

**AFFIRMATIVE DEFENSES**

First Affirmative Defense

The First Amended Complaint fails to state a claim against either Defendant upon which relief can be granted.

Second Affirmative Defense  
(Failure to Exhaust)

Plaintiffs have failed to exhaust their contractual remedies.

Third Affirmative Defense  
(Misjoinder)

There is a misjoinder of claims.

Fourth Affirmative Defense  
(Release)

Plaintiffs have released Defendants from any and all liability to Plaintiffs.

Fifth Affirmative Defense  
(Release)

Plaintiffs have released Defendants with respect to any purported representations in connection with the Purchase Agreement.

Sixth Affirmative Defense  
(Limitations)

Plaintiffs' purported claims are barred by applicable statutes of limitations,

Seventh Affirmative Defense  
(Waiver)

Plaintiffs' purported claims are barred by the doctrine of waiver.

Eighth Affirmative Defense  
(Estoppel)

Plaintiffs' purported claims are barred by the doctrine of estoppel.

1 Ninth Affirmative Defense  
2 (No Injury)

3 Plaintiffs' purported claims are barred because Plaintiffs' have not sustained any  
4 cognizable injury.

5 Tenth Affirmative Defense  
6 (Lack of Control)

7 Plaintiffs' purported claims are barred because of actions not within the control of  
8 Defendants.

9 Eleventh Affirmative Defense  
10 (Good Faith)

11 Plaintiffs' purported claims are barred because Defendants at all times acted in good faith  
12 and did not, directly or indirectly, induce any act or acts constituting a cause of action arising  
13 under any law.

14 Twelfth Affirmative Defense  
15 (Speculative)

16 Plaintiffs' damage claims are barred because they are speculative in nature and/or not  
17 otherwise recoverable under the law.

18 Thirteenth Affirmative Defense  
19 (Risks)

20 Plaintiffs' purported claims are barred because Plaintiffs knew or should have known the  
21 risks associated with the Purchase Agreement.

22 Fourteenth Affirmative Defense  
23 (Acquiescence)

24 Plaintiffs' purported claims are barred because Plaintiffs acquiesced in Defendants'  
25 transfer to Teld, LLC.

26 Fifteenth Affirmative Defense  
27 (No Violation)

28 Plaintiffs' alleged claims for damages, based on the Purchase Agreement, cannot be  
regarded as a violation of the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense  
(No Violation)

Plaintiffs' alleged claims are not violations of the implied covenant of good faith and fair

1 dealing.

2 Seventeenth Affirmative Defense  
3 (Good Faith)

4 Defendants at all relevant times acted in good faith.

5 Eighteenth Affirmative Defense  
6 (Fair Dealing)

7 Defendants at all relevant times dealt fairly.

8 Nineteenth Affirmative Defense  
9 (No Breach)

10 Defendants did not breach the implied covenant of good faith and fair dealing.

11 Twentieth Affirmative Defense  
12 (No Breach)

13 Defendants did not breach any provision of the Purchase Agreement.

14 Twenty First Affirmative Defense  
15 (Good Faith Presumptions)

16 Defendants are entitled to the presumption that they acted in good faith.

17 Twenty Second Affirmative Defense  
18 (No Malice)

19 Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was not malicious.

20 Twenty Third Affirmative Defense  
21 (Good Faith Transfers)

22 Defendant Rogich's transfer of the Eldorado interests to Teld, LLC was in good faith.

23 Twenty Fourth Affirmative Defense  
24 (Good Faith Transfers)

25 Defendant Rogich's transfer of the Eldorado interests did not deliberately contravene the  
26 intention and spirit of the Purchase Agreement.

27 Twenty Fifth Affirmative Defense  
28 (Statute of Frauds)

Plaintiffs' claims are barred by the Statute of Frauds.

Twenty-Sixth Affirmative Defense  
(Good Faith Transfers)

Defendant Rogich did not purposefully and/or intentionally transfer the Eldorado  
interests to Teld, LLC to prevent Plaintiffs from possibly obtaining income in the event Eldorado

1 ever made distributions to Rogich.

2 Twenty-Seventh Affirmative Defense  
3 (Basis for Transfer)

4 Defendant Rogich had a reasonable basis for transferring the Eldorado interests to TELD,  
5 LLC.

6 Twenty-Eighth Affirmative Defense  
7 (Charter Revocation)

8 Nanyah Vegas, LLC's and Go Global Inc.'s charters have been revoked and their right to  
9 transact business forfeited. Plaintiffs have no right to commence this action or to maintain it.

10 Twenty-Ninth Affirmative Defense  
11 (Plaintiffs' Conduct)

12 1. At the time Nanyah Vegas, LLC ("Nanyah") alleges it made a \$1,500,000  
13 investment in Eldorado, Plaintiff, Carlos Huerta, an individual, ("Huerta") was a managing  
14 member of Eldorado. He was then, upon information and belief, the President and sole  
15 shareholder of Go Global, Inc. ( a Plaintiff herein sub nomine The Alexander Christopher Trust,  
16 its assignee of its interests) ("Go Global"), who was then the manager of Canamex Nevada, LLC  
17 ("Canamex").

18 2. Upon information and belief, Huerta deposited Nanyah's \$1,500,000 Investment  
19 into a Canamex bank account which Huerta then withdrew and deposited in an Eldorado bank  
20 account, withdrew it, and transferred it to an Eldorado money market account, withdrew it and  
21 wrote a check for \$1,420,000 to Go Global from the account and classified it as a consulting fee.

22 3. Huerta's and Go Global's conduct was wrongful. Eldorado was not unjustly  
23 enriched.

24 Thirtieth Affirmative Defense  
25 (Res Judicata)

26 Plaintiffs' purported claims are barred by the doctrine of res judicata / claim preclusion.

27 Thirty First Affirmative Defense  
28 (Collateral Estoppel)

Plaintiffs' purported claims are barred by the doctrine of collateral estoppel / issue  
preclusion.

1 Thirty Second Affirmative Defense  
2 (Equitable Estoppel)

3 Plaintiffs' purported claims are barred by the doctrine of equitable estoppel.

4 Thirty Third Affirmative Defense  
5 (Judicial Estoppel)

6 Plaintiffs' purported claims are barred by the doctrine of judicial estoppel.

7 Thirty Fourth Affirmative Defense  
8 (Standing)

9 Plaintiff Huerta, individually, lacks standing to bring these claims because he did not  
10 have a personal interest under the Purchase Agreement.

11 Thirty Fifth Affirmative Defense  
12 (Non-Assignability)

13 Plaintiff The Alexander Christopher Trust, as a purported assignee, lacks standing to  
14 pursue its claims because the claims are not assignable as a matter of law.

15 Thirty Sixth Affirmative Defense  
16 (Real Party in Interest)

17 Plaintiffs Huerta, individually, and The Alexander Christopher Trust are barred from  
18 asserting claims and rights under the Purchase Agreement because they are not the real party in  
19 interest.

20 Thirty Seventh Affirmative Defense  
21 (Reserve All Rights)

22 Defendants hereby reserve and assert all affirmative defenses available under any federal  
23 law and under any available state law. Defendants presently have insufficient knowledge or  
24 information upon which to form a belief as to whether they may have other, as yet unstated  
25 affirmative defenses available. Therefore, Defendants reserve the right to assert additional  
26 affirmative defenses in the event that discovery indicates it would be appropriate.

27 **WHEREAS**, Defendants demand that the First Amended Complaint be dismissed and  
28 reasonable attorneys fees be awarded to Defendants.

\*\*\*

1 COUNTERCLAIM

2 Defendant/Counterclaimant Eldorado Hills, LLC ("Eldorado") for its Counterclaim  
3 against Plaintiffs/Counterdefendants Carlos A. Huerta, an individual ("Huerta"), Carlos A.  
4 Huerta, as Trustee of the Alexander Christopher Trust, as assignee of interests of Go Global,  
5 Inc., a Nevada corporation ("Go Global"), alleges as follows:

6 1. Plaintiff Nanyah Vegas, LLC ("Nanyah") alleges in the Fourth Claim for Relief  
7 that Eldorado was unjustly enriched in the amount of \$1,500,000 and is entitled to recover this  
8 amount together with reasonable attorneys fees and costs.

9 2. Defendant Eldorado has alleged in the Twenty-Ninth Affirmative Defense that it  
10 was not unjustly enriched and Counterclaimants Huerta and Go Global have taken Nanyah's  
11 money.

12 3. Therefore, under general equitable principles and rules of law governing this  
13 action, Eldorado is entitled to indemnity from Counterdefendants if it is determined for any  
14 reason that Eldorado has been unjustly enriched to any extent, including reasonable attorneys'  
15 fees and costs.

16 **WHEREFORE** Counterclaimant Eldorado demands equitable relief from  
17 Counterdefendants as set forth in the proceeding paragraph.

18 JURY DEMAND

19 Defendants hereby demand a trial by jury on all claims and issues so triable.

20 DATED: May \_\_, 2014.

21 LIONEL SAWYER & COLLINS

22 By: \_\_\_\_\_  
23 Samuel S. Lionel, Nevada Bar No. 1766  
24 Steven Anderson, Nevada Bar No. 11901  
25 300 South Fourth Street, Suite 1700  
26 Las Vegas, Nevada 89101

27 *Attorneys for Defendant/Counterclaimant*  
28 *Eldorado Hills, LLC and Defendant*  
*Sigmund Rogich, Trustee of the Rogich*  
*Family Irrevocable Trust*



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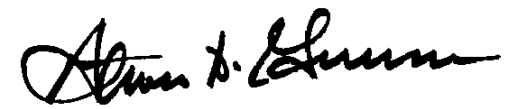
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the \_\_\_\_\_ day of May, 2014, I mailed a true and correct copy of the AMENDED ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM via U.S. Mail, postage prepaid to the following parties at their last known address:

Brandon McDonald, Esq.  
McDonald Law Offices, PLLC  
2505 Anthem Village Drive  
Suite E-474  
Henderson, NV 89052

*Attorney for Plaintiffs*

\_\_\_\_\_  
An Employee of Lionel Sawyer & Collins



CLERK OF THE COURT

1 **MSJ**  
Samuel S. Lionel, NV Bar No. 1766  
2 *slionel@lionelsawyer.com*  
LIONEL SAWYER & COLLINS  
3 300 South Fourth Street, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
4 Telephone: (702) 383-8884  
Fax: (702) 383-8845

5 *Attorneys for Defendant Sig Rogich*  
6 *aka Sigmund Rogich as Trustee of*  
7 *The Rogich Family Irrevocable Trust*

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

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

15 Plaintiffs,

16 v.

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 AND RELATED CLAIMS  
22

Case No. A-13-686303-C

Dept. XXVII

Date:

Time:

23  
24  
25 **DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE**  
**TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT**  
26  
27  
28

1 The Rogich Family Irrevocable Trust (the "Rogich Trust") moves the Court for an order  
2 granting partial summary judgment against Plaintiffs Carlos A. Huerta ("Huerta") and the  
3 Alexander Christopher Trust (the "Christopher Trust") (together, "Huerta Plaintiffs") on the  
4 grounds that as purported assignees to certain interests assigned by Go Global, Inc. ("Go  
5 Global")—a recently reorganized Chapter 11 debtor—the Huerta Plaintiffs' claims are barred  
6 under the claim preclusion and judicial estoppel doctrines.

7 This Motion for Partial Summary Judgment (the "Motion") is based on the statement of  
8 undisputed material facts and law and argument set forth below, the request for judicial notice,  
9 the papers and pleadings on file, and any argument the Court may entertain at the hearing.<sup>1</sup>

10 DATED: August 11, 2014.

LIONEL SAWYER & COLLINS

11 By: 

12 Samuel S. Lionel, NV Bar No. 1766  
13 slionel@lionelsawyer.com  
14 300 South Fourth Street, 17<sup>th</sup> Floor  
15 Las Vegas, Nevada 89101

*Attorneys for Defendant Rogich Trust*

16 **NOTICE OF HEARING**

17 **PLEASE TAKE NOTICE** that Defendant's Motion for Partial Summary Judgment shall  
18 be heard in Department XXVII on ~~August~~ <sup>September</sup> 25, 2014, at 10:30 a.m./p.m., or as soon as  
19 the Court's calendar permits on that day.

20 Dated: August 11, 2014.

21 Submitted by:

22 LIONEL SAWYER & COLLINS

23 By: 

24 Samuel S. Lionel,

*Attorneys for Defendant Rogich Trust*

25  
26 <sup>1</sup> Partial summary judgment is sought because the amended complaint's fourth claim is a  
27 claim by Plaintiff Nanyah Vegas, LLC which is completely separate from the Huerta Plaintiff's  
28 claims. A motion for partial summary judgment with respect to the Nanyah claim has been filed.

1 I. INTRODUCTION

2 This action presents the quintessential scenario in which to apply the judicial estoppel  
3 and claim preclusion doctrines. Numerous cases from Nevada, the Ninth Circuit and bankruptcy  
4 courts throughout the nation routinely and uniformly hold that if a debtor in bankruptcy fails to  
5 identify and preserve litigation claims as assets of the estate, the debtor is barred from bringing  
6 those claims in subsequent litigation. This result follows even if the claim at issue was not  
7 substantively tried in the first action. The justification is two-fold.

8 First, judicial estoppel, prevents a debtor from obtaining bankruptcy relief by taking a  
9 certain legal position in those proceedings and then turning around to file subsequent litigation in  
10 which the former debtor takes a position that is irreconcilable with the position taken in  
11 bankruptcy court. Accordingly, judicial estoppel protects the judicial process's integrity and  
12 promotes a debtor's fair and full disclosure of assets in bankruptcy. Second, claim preclusion  
13 prevents a litigant from obtaining a judgment in a judicial proceeding and, upon that proceeding's  
14 conclusion, initiating a new action to pursue claims that could have been resolved in the first  
15 proceeding. This doctrine encourages fairness to defendants and finality to litigation.

16 Debtors in bankruptcy have a duty to fully and completely disclose the estate's assets,  
17 including litigation claims. Complete and honest disclosure is the foundation on which  
18 bankruptcy lies. Without it, unscrupulous debtors could abuse the process and work even more  
19 harm to creditors by excluding valuable assets from a reorganization plan—assets that could  
20 have been used to provide a greater and quicker return to creditors. Because a confirmed  
21 Chapter 11 plan of reorganization is a final judgment on the merits, judicial estoppel and claim  
22 preclusion apply to bar subsequent assertion of claims that should have been resolved or  
23 explicitly preserved in connection with a debtor obtaining bankruptcy relief.

24 Go Global, a Huerta controlled entity, knowingly omitted litigation claims from its  
25 Chapter 11 reorganization plan, which was confirmed on July 22, 2013. During its bankruptcy,  
26 Go Global possessed a contingent asset based on a 2008 Purchase Agreement between Go  
27 Global and the Rogich Trust. At some point in 2012—at least eight months prior to obtaining

1 *Chapter 11 plan confirmation*—Go Global learned of facts it believed constituted a breach of  
2 the Purchase Agreement and sent a letter to Rogich alleging he had breached the contract. Go  
3 Global also demanded that Rogich remedy the alleged breach and threatened litigation.  
4 Accordingly, Go Global believed it possessed litigation claims against the Rogich Trust.

5 A debtor's litigation claims, or causes of action, are the bankrupt estate's assets and  
6 subject to bankruptcy disclosure requirements. Go Global, however, never identified the  
7 purported litigation claims in its bankruptcy proceedings. Instead, Go Global concealed these  
8 litigation claims, obtained bankruptcy relief, and then immediately "assigned" them to another  
9 Huerta controlled entity, the Christopher Trust. Within one day of receiving the assignment, the  
10 Christopher Trust initiated this litigation—a mere eight days after Go Global's plan or  
11 reorganization was confirmed, entitling Go Global to bankruptcy relief.

12 Go Global's purported assignment, however, is void because Go Global did not disclose  
13 and preserve in its plan of reorganization the litigation claims now asserted against Defendants in  
14 this subsequent legal proceeding. Because Go Global obtained confirmation of its reorganization  
15 plan, the bankruptcy proceedings resulted in a final judgment on the merits. Moreover, Go  
16 Global obtained its relief by taking the position that *it did not possess litigation claims against*  
17 *the Defendants*. Accordingly, judicial estoppel and claim preclusion extinguished the claims Go  
18 Global purportedly assigned to the Huerta Plaintiffs. Thus, the Huerta Plaintiffs have no rights  
19 under the Purchase Agreement and Defendant Rogich Trust is entitled to summary judgment.

## 20 II. UNDISPUTED STATEMENT OF MATERIAL FACTS

21 1. Eldorado Hills is a limited liability company that filed its Articles of Organization  
22 on or about September 14, 2005. (See SOS Filing, Exhibit 1.<sup>2</sup>) Carlos Huerta and Sig Rogich  
23 jointly managed Eldorado Hills from its inception until approximately October 30, 2008.  
24 Eldorado's initial members were Go Global, Inc. and the Rogich Family Irrevocable Trust.  
25 (Operating Agreement, Exhibit 2.) Huerta owned and controlled Go Global and Rogich was the  
26 Trustee of the Rogich Trust. (See *id.*)

27  
28 <sup>2</sup> All Exhibit references are made to the Lionel Declaration, attached as Exhibit A.

1           2.       On or about October 30, 2008, Eldorado, Go Global, Huerta, Rogich and the  
2 Rogich Trust entered into several agreements that affected Eldorado's ownership and  
3 management structure. Among these agreements—and central to this litigation—was a Purchase  
4 Agreement<sup>3</sup> between Go Global and the Rogich Trust. (Purchase Agreement, Exhibit 3.)

5           3.       Generally, the Purchase Agreement provided that Go Global would sell its interest  
6 in Eldorado to the Rogich Trust and the Rogich Trust would pay Go Global certain amounts up  
7 to a maximum of \$2,747,729.50 (the "Purchase Price").<sup>4</sup> The Purchase Price was to be paid from  
8 the Rogich Trust's receipt of Eldorado Hills distributions, *when and if*, distributions were made.  
9 (*Id.*) As a consequence, Go Global was no longer an Eldorado Hills member and Huerta was no  
10 longer an Eldorado manager.

11           4.       Approximately 18 months later, Go Global filed a Chapter 11 bankruptcy petition  
12 in the Bankruptcy Court for the District of Nevada (the "Bankruptcy Court").<sup>5</sup> See Case 10-  
13 14804-led, ECF # 1, Exhibit 4.<sup>6</sup> Go Global disclosed assets between \$0.00 and \$50,000, while  
14 its liabilities amounted to somewhere between \$10 million and \$50 million. (*Id.*)

15           5.       On or about June 4, 2010, Go Global filed a statement of financial affairs,  
16 identifying a purported "account receivable" to be paid by Mr. Rogich, individually, in Schedule  
17 B—Personal Property. (ECF # 73, Exhibit 5.) The contingent, unliquidated when and if  
18 distributions provided for in Purchase Agreement, however, was not an account receivable and  
19 the Rogich Trust was the obligor, not Mr. Rogich. Moreover, under Schedule B, a debtor must  
20 identify "other contingent and unliquidated claims *of every nature*." (*Id.* at p. 9.) The only  
21

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22           <sup>3</sup> The Purchase Agreement's terms and its interpretation are not material to this Motion  
23 because this Motion seeks summary judgment on preclusion and estoppel grounds, not the  
24 substantive law on whether there has been a breach or a tort committed.

25           <sup>4</sup> The Purchase Agreement describes the transaction as a \$2,747,729.50 "non interest  
26 bearing debt with, therefore, no capital calls for monthly payments." See Exhibit 3, p. 2.

27           <sup>5</sup> Pursuant to NRS 47.130, Defendants request that the Court take judicial notice of the  
28 facts based on Go Global's bankruptcy proceeding in Case 10-14804-led. The facts are "capable  
of accurate and ready determination by resort to" the cited bankruptcy filings "whose accuracy  
cannot reasonably be questioned, so that the fact[s] [are] not subject to reasonable dispute."

<sup>6</sup> Huerta, his wife and another Huerta entity also filed for bankruptcy and all petitions  
were consolidated for joint administration. (See ECF # 34.)

1 contingent or unliquidated asset identified was a \$170,000 interest in "St. Rose Property." (*Id.*)

2 6. Then, on or about January 19, 2012, Go Global filed an Amended Statement of  
3 Financial Affairs. (ECF # 268, Exhibit 6.) This amended statement shows "property . . .  
4 transferred [to Sig Rogich] either absolutely or as security within two years immediately  
5 preceding the commencement of this case." (*Id.* at p. 6.) The amended statement identifies no  
6 relevant claims of a contingent or unliquidated nature.

7 7. Go Global, with its co-debtors, also filed a Joint Disclosure Statement on April 4,  
8 2011 (ECF # 179 through 191-6), a First Amended Joint Disclosure on January 17, 2013 (ECF #  
9 431 through 431-3), a Second Amended Joint Disclosure on March 8, 2013 (ECF # 454 through  
10 454-3) and a Third Amended Joint Disclosure on March 28, 2013 (ECF # 470 through 470-3).<sup>7</sup>  
11 These disclosures are accompanied by "Cashflow" and "Liquidation" analyses. (*See id.*) Neither  
12 the Disclosures, nor the Cashflow and Liquidation analyses, however, make any mention of the  
13 purported \$2,747,729.50 asset related to the Purchase Agreement.

14 8. On or about January 1, 2012, and prior to the filing of the three Amended Joint  
15 Disclosures, the Rogich Trust entered into an agreement through which it transferred its  
16 ownership in Eldorado to a third-party (the "TELD Transfer"). Through this assignment, the  
17 Rogich Trust divested itself of all interests in Eldorado Hills. (*See* Membership Interest  
18 Assignment Agreement, Exhibit 11.) The Huerta Plaintiffs' Complaint in the present litigation  
19 alleges that the TELD Transfer was a breach of the Purchase Agreement.

20 9. Go Global and Huerta knew about the TELD Transfer approximately one year  
21 before the Bankruptcy Court confirmed Go Global's Plan of Reorganization. Believing that the  
22 TELD Transfer violated the Purchase Agreement, Go Global wrote to Mr. Rogich on November  
23 7, 2012, alleging breach of the Purchase Agreement, demanding to be made whole, and  
24 threatening litigation. (*See* Correspondence, Exhibit 12.) Thus, Go Global took the position that  
25 it had claims against the Rogich Trust (the "Litigation Claims").

26 10. This Correspondence raises the same issues and factual developments the Huerta  
27

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28 <sup>7</sup> Attached as Exhibit 7, Exhibit 8, Exhibit 9 and Exhibit 10, respectively.

1 Plaintiffs now raise in their Complaint. (*Id.*) Thus, based on its own characterization of the  
2 TELD Transfer—and well before the Plan of Reorganization's confirmation—Go Global knew  
3 that it had potential litigation claims (or causes of action) against the Rogich Trust. (*Id.*)  
4 ("Pursuant to paragraph 7(m)(1) of the agreement it is hereby offered that the parties attend  
5 mediation."). Plaintiffs' offer of mediation was mandated by the Purchase Agreement as an  
6 indispensable prerequisite prior to the "Traditional Legal Process."

7 11. As the Bankruptcy Proceedings progressed, Go Global filed additional disclosures  
8 with the Bankruptcy Court. (*See, e.g.*, ECF # 502.) At no point in the Bankruptcy Proceedings,  
9 however, did Go Global raise the issue complained of in the Correspondence. Instead, Go  
10 Global waited until after it obtained plan confirmation and bankruptcy relief and then  
11 immediately "assigned" its purported rights in the Purchase Agreement to the Christopher Trust.

12 12. On July 22, 2013, the Bankruptcy Court signed the "Order Confirming Third  
13 Amended Joint Chapter 11 Plan of Reorganization," *i.e.* the "Confirmation Order," which  
14 resulted in the binding "Confirmed Plan." (*See* ECF # 507, Exhibit 13.) The Confirmed Plan  
15 *does not identify any assets, including litigation claims, related to the Purchase Agreement,*  
16 *the Purchase Price, the Rogich Trust or Eldorado Hills.* (*See generally, id.*)

17 13. In particular, the Confirmed Plan does not identify a "Litigation Claim" or  
18 "Cause[] of Action" against the Rogich Trust. (*Id.* at p. 3.) Indeed, Section B of the Confirmed  
19 Plan—"Preservation of Rights of Action"—only specifically reserved the "right[] to commence,  
20 pursue, litigate or settle, as appropriate, any and all Causes of Action . . . relating to the Paulson  
21 Group or the related State Court Litigation involving Seal Keefer and/or the arbitration with  
22 Nevada State Bank.." (*Id.* Exhibit 1 to Confirmed Plan, pp. 27-28.) As to any other litigation  
23 claims, Go Global merely used boilerplate language purporting to preserve all causes of action  
24 that were not expressly released or settled. (*Id.*)<sup>8</sup>

25 14. Then, on July 30, 2013, *just eight days after the Plan's confirmation*, Huerta, as

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26  
27 <sup>8</sup> As discussed below, blanket reservations of litigation claims are insufficient, as a matter  
of law, to preserve causes of action.



1 Go Global's President, executed an "Assignment of Contract" where, for no apparent  
2 consideration, Go Global assigned its purported "*rights, interests, and causes of action as*  
3 *allowed under the law to Assignee* [the Christopher Trust] arising from the Purchase  
4 Agreement." (See Exhibit 14, PLTFS001 (emphasis added).)<sup>9</sup>

5 15. The very next day, the Huerta Plaintiffs filed a complaint against the Rogich Trust  
6 based on the TELD Transaction—the same transaction complained of eight months earlier in Go  
7 Global's November 7, 2012, Correspondence to Rogich.

### 8 III. LAW AND ARGUMENT

#### 9 A. Summary Judgment Standard

10 Summary judgment's purpose "is *to avoid a needless trial* when an appropriate showing is  
11 made in advance that there is no genuine issue of fact to be tried, and the movant is entitled to  
12 judgment as a matter of law." *McDonald v. Alexander*, 121 Nev. 812, 815, 123 P.3d 748, 750  
13 (2005) (quoting *Coray v. Hom*, 80 Nev. 39, 40-41, 389 P.3d 76, 77 (1964)) (emphasis added).  
14 Summary judgment is appropriate where "no genuine issue of material fact [remains] and ... the  
15 moving party is entitled to a judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724,  
16 729, 121 P.3d 1026, 1029 (2005) (quoting NRCP 56(c), alteration in original).

17 The substantive law identifies the facts that are material to any given claim. *Wood*, 121  
18 Nev. at 731, 121 P.3d at 1031. Other factual disputes are irrelevant. *Id.* Similarly, where the  
19 nonmoving party cannot offer evidence that a material fact is reasonably in dispute, the moving  
20 party is entitled to judgment as a matter of law. See *Barmettler v. Reno Air, Inc.*, 114 Nev. 441,  
21 447, 956 P.2d 1382, 1386 (1998) ("it is fundamental that the nonmoving party may not rest on the  
22 allegations of his pleadings to successfully resist a motion brought under NRCP 56"); see also  
23 *Celotex Corporation v. Catreet*, 447 U.S. 317, 323 (1986).

24 To defend against a motion for summary judgment, the nonmoving party must do more  
25 than attempt to create issues of fact by making bare and generalized allegations. Thus,

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26  
27 <sup>9</sup> Because the assignment purports to be from Go Global to the Christopher Trust,  
Huerta's individual standing as a plaintiff appears dubious, but is not a subject of this Motion.

1 [w]hile the pleadings and other proof must be construed in a light most favorable  
2 to the nonmoving party, that party bears the burden to "do more than simply show  
3 that there is some metaphysical doubt" as to the operative facts in order to avoid  
4 summary judgment being entered in the nonmoving party's favor. The  
5 nonmoving party "must, by affidavit or otherwise, set forth specific facts  
6 demonstrating the existence of a genuine issue for trial or have summary  
7 judgment entered against him." The nonmoving party "is not entitled to build a  
8 case on the gossamer threads of whimsy, speculation, and conjecture."

9 *Wood*, 121 Nev. at 729, 121 P.3d at 1029 (citations omitted); *see also Pegasus v. Reno*  
10 *Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002).

11 Claim preclusion and judicial estoppel lend themselves to resolution on a summary basis.  
12 For example, in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1056, 194 P.3d 709, 714 (2008)  
13 the Nevada Supreme Court held "that the district court properly granted summary judgment" on  
14 claim preclusion grounds. Similarly, in *Marcuse v. Del Webb Communities, Inc.*, 123 Nev. 278,  
15 288 163 P.3d 462, 469 (2007), a district court's granting of a motion to dismiss was reversed  
16 because, as a matter of law, the defendant was judicially estopped from asserting the defense on  
17 which the motion to dismiss was based. *See also Hamilton v. State Farm Fire & Casualty Co.*,  
18 270 F.3d 778 (9th Cir. 2001) (affirming district court's grant of summary judgment based on  
19 judicial estoppel grounds).

20 **B. The Judicial Estoppel and Claim Preclusion Doctrines Bar The Huerta**  
21 **Plaintiffs' Claims Against Defendant And Justify Summary Judgment**

22 As a matter of law, the Huerta Plaintiffs cannot assert the Litigation Claims against  
23 Defendants because Go Global—the purported assignor—failed to preserve the Litigation  
24 Claims in its Bankruptcy Proceedings and knowingly took the position that it had no asset  
25 consisting of Litigation Claims against Defendants. Because the Confirmation Order resulting  
26 from Go Global's Bankruptcy Proceedings is a final judgment on the merits, which entitled Go  
27 Global to relief in accordance with Go Global's omission of the Litigation Claims, judicial  
28 estoppel and claim preclusion must be invoked to bar the Huerta Plaintiffs' current allegations.

The Litigation Claims should have been dealt with in the Bankruptcy Proceedings, but  
were not, because of Go Global's choice to refrain from identifying them in bankruptcy. The law  
anticipates this type of illegitimate conduct and the courts routinely apply judicial estoppel and

1 claim preclusion to eliminate the abuse. The following argument shows why (1) judicial  
2 estoppel and (2) claim preclusion require summary judgment in Defendant's favor.

3 **1. Judicial Estoppel Bars The Litigation Claims From Being Asserted**  
4 **Because Go Global Took The Position That It Had No Litigation**  
5 **Claims Against Defendants, A Position That The Bankruptcy Court**  
6 **Accepted When It Granted Go Global's Bankruptcy Relief**

7 The Huerta Plaintiffs cannot assert the Litigation Claims based on the TELD Transfer  
8 because Go Global's position that it held no Litigation Claims was adopted by the Bankruptcy  
9 Court and that position is irreconcilable with the Huerta Plaintiffs' position. Approximately one-  
10 year before the Confirmed Plan was entered, Go Global alleged to Mr. Rogich that it had  
11 purported causes of action against the Rogich Trust. Yet Go Global's Confirmed Plan contains  
12 no recognition or preservation of those supposed Litigation Claims. This failure to disclose,  
13 coupled with obtaining bankruptcy relief, means that Go Global had no rights to the Litigation  
14 Claims when it assigned its interests in the Purchase Agreement to the Christopher Trust.

15 **a) Judicial Estoppel Prevents Parties From Taking Advantage Of**  
16 **Irreconcilable Positions In Subsequent Litigation**

17 Judicial estoppel "guard[s] the judiciary's integrity" and bars a litigant from taking a legal  
18 position in a second suit that is contrary to the litigant's position in a previous lawsuit, especially  
19 if the court in the first action adopted the litigant's position. *Marcuse v. Del Webb Communities*  
20 *Inc.*, 123 Nev. 278, 287, 163 P.3d 462, 468-69 (2007). Judicial estoppel is regularly applied  
21 when a party fails to disclose litigation claims in its bankruptcy proceedings, obtains favorable  
22 relief based on the omission, and then pursues the undisclosed litigation claims in a subsequent  
23 lawsuit. *See, e.g., Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778, 781 (9th Cir. 2001)  
24 (holding that judicial estoppel barred plaintiff's attempt to bring claims against his insurer after  
25 omitting the contingent claims from his schedules). Thus, if a debtor fails to identify an asset  
26 that should have been identified in a reorganization proceeding, the debtor cannot emerge from  
27 bankruptcy only to pull the undisclosed asset from its back pocket.

28 *Hamilton* states the uniform rule that a bankruptcy debtor must disclose "contingent and  
nonliquidated claims of every nature." *Id.* A soon-to-be filed or pending litigation claim is an

1 unliquidated / contingent claim that cannot be pursued unless identified and preserved in a  
2 reorganization plan. *Id.*; see also 11 U.S.C. § 521. Indeed, courts have "developed a basic  
3 default rule: If a plaintiff-debtor *omits a pending (or soon-to-be-filed) lawsuit from the*  
4 *bankruptcy schedules* and obtains a discharge (or plan confirmation), judicial estoppel bars the  
5 action." *Ah Quin v. County of Kauai Dept. of Transp.*, 733 F.3d 267, 271 (9th Cir. 2013). This  
6 same axiom has also been described as follows:

7 [O]ne seeking benefits under bankruptcy law must "satisfy a companion duty to  
8 schedule, for the benefit of creditors, all his interests and property rights." [] "*The*  
9 *result of a failure to disclose [any litigation likely to arise in a no bankruptcy*  
*context] triggers application of the doctrine operating against a subsequent*  
*attempt to prosecute the actions.*"

10 *Hamilton v. Greenwich Investors XXVI, LLC*, 195 Cal. App. 4th 1602, 1609 (2011) (citing  
11 *Oneida Motor Inc. v. United Jersey Bank*, 848 F.2d 414, 416 (3d. Cir. 1988) (emphasis added)).<sup>10</sup>

12 The Ninth Circuit and The Federal District Court for Nevada have both recently applied  
13 judicial estoppel to bar a party from asserting in subsequent litigation claims that should have  
14 been, but were not, disclosed in a prior bankruptcy. See *Dzakula v. McHugh*, 746 F.3d 399 (9th  
15 Cir. 2014); *Henderson v. Bonaventura*, 2:13-cv-019210-RCJ, Doc 77 \*16-17 (D. Nev. Apr. 17,  
16 2014) (dismissing complaint on judicial estoppel grounds because plaintiff obtained a  
17 bankruptcy discharge after omitting the litigation claims she subsequently filed in district court).

18 In *Dzakula*, for example, the plaintiff appealed the district court's dismissal of her  
19 complaint, which alleged that Dzakula's employer, McHugh, took adverse employment action  
20 against her. 746 F.3d at 399. McHugh moved to dismiss because Dzakula had filed for Chapter  
21 7 bankruptcy protection, yet failed to list the litigation claims asserted against McHugh as one of  
22 her assets. Although Dzakula subsequently amended her bankruptcy petition after McHugh  
23 moved to dismiss, the district court found that there was no legitimate evidence suggesting that  
24 Dzakula's omission had been inadvertent or mistaken. *Id.*

25 **b) Go Global Concealed From The Bankruptcy Court The**  
26 **Litigation Claims It Believed It Had Against The Rogich Trust**  
**And Received Bankruptcy Relief Based On That Position**

27 <sup>10</sup> *Greenwich Investors* and *Oneida* applied judicial estoppel in the Chapter 11 context.

1           The present litigation's dynamics—*i.e.*, a bankruptcy filing, omission of litigation claims,  
2 bankruptcy relief, and the former debtor's subsequent litigation asserting claims—is nearly  
3 identical to *Dzakula, Hamilton and Greenwich Investors*. These cases also satisfy Nevada's law  
4 on judicial estoppel. *See Marcuse*, 123 Nev. at 287, 163 P.3d at 468-69. In *Dzakula* and  
5 *Hamilton*, for example, the plaintiffs had previously initiated bankruptcy proceedings, failed to  
6 identify the litigation claim asserted in the subsequent litigation, and received the benefit of non-  
7 disclosure in the prior bankruptcy proceedings. The plaintiffs then tried to assert the previously  
8 undisclosed claims in subsequent litigation, which was unquestionably inconsistent with their  
9 bankruptcy positions.

10           These cases follow the precise pattern as the present litigation. Go Global was a debtor  
11 in Chapter 11 proceedings. Although Go Global submitted *four* joint disclosures—each of  
12 which included liquidation and cashflow analyses—it never identified a relevant contingent or  
13 unliquidated claim and never identified the Litigation Claims. Go Global failed to identify the  
14 Litigation Claims even though the bankruptcy schedules explicitly require disclosure of "other  
15 contingent and unliquidated claims *of every nature*" and even though, as of November 7, 2012,  
16 Go Global articulated its belief that the Rogich Trust had breached the Purchase Agreement.  
17 Then, in its proposed Third Amended Plan of Reorganization—which was ultimately confirmed  
18 on July 22, 2013—Go Global again refused to identify or preserve the Litigation Claims it had  
19 identified in the correspondence sent to Rogich eight months earlier.

20           Moreover, Huerta, apparently, deliberately orchestrated the events leading up to the  
21 present litigation. In the Bankruptcy Proceedings, Go Global simply stashed away the Litigation  
22 Claims and patiently waited until the Confirmation Order's entry. Then, Go Global immediately  
23 assigned the Litigation Claims, for no apparent consideration, to an insider—The Christopher  
24 Trust. When Huerta orchestrated the "assignment," he had already caused a complaint against  
25 Defendants to be prepared, because *within 24 hours*, the Huerta Plaintiffs filed the complaint  
26 that initiated this action.

27           Thus, Go Global knew of the Litigation Claims, refused to disclose them to the  
28

1 Bankruptcy Court—thereby shirking its "duty to schedule" all assets—and then, immediately  
2 after obtaining bankruptcy relief, began pursuit of the undisclosed Litigation Claims. *See*  
3 *Greenwich Investors*, 195 Cal. App. 4th at 1609. This "failure to disclose . . . triggers the  
4 application of [judicial estoppel] operating against the Huerta Plaintiffs' subsequent attempt to  
5 prosecute the actions." *Id.* Defendants are thus entitled to a grant of summary judgment.

6 **2. Go Global's Confirmed Order Is A Final Judgment On The Merits**  
7 **That Precludes The Huerta Plaintiffs' Subsequent Assertion Of**  
8 **The Litigation Claims That Should Have Been Raised, Identified And**  
9 **Preserved In Go Global's Chapter 11 Proceedings**

10 Claim preclusion presents another bar to the Huerta Plaintiffs' claims because Go Global  
11 knew of the TELD Transaction by November 7, 2012, and specifically argued to Rogich that the  
12 TELD Transaction constituted a breach of the Purchase Agreement. Despite possessing this  
13 knowledge, Go Global refused to disclose the Litigation Claims to the Bankruptcy Court during  
14 the eight months that preceded the Confirmation Order. Claim preclusion applies when a lawsuit  
15 results in a final judgment on the merits and a party (or privy) to that action asserts in a new  
16 action a claim that was, or could have been, asserted in the first action. *Five Star Capital Corp.*  
17 *v. Ruby*, 124 Nev. 1048, 1054-55, 194 P.3d 709, 713 (2008); *Heritage Hotel Ltd. P'ship v. Valley*  
18 *Bank of Nevada (In re Heritage Hotel P'ship I)*, 160 B.R. 374, 376-77 (9th Cir. BAP 1993).

19 **a) Claim Preclusion Bars Litigation Of Claims That Were, Or**  
20 **Could Have Been, Asserted In Previous Litigation That**  
21 **Resulted In A Final Judgment On The Merits**

22 Claim preclusion bars claims that could have been asserted in a previous action "even  
23 though the substantive issues have not been tried, especially if the plaintiff has failed to avail  
24 himself of opportunities to pursue his remedies in the first proceeding." *Five Star Capital*, 124  
25 Nev. at 1058, 194 P.3d at 715. A bankruptcy court's confirmed plan of reorganization is a final  
26 order on the merits to justify claim preclusion's application. *In re Heritage Hotel P'ship I*, 160  
27 B.R. at 377 (a "confirmation order constitutes a final judgment on the merits with respect to the  
28 issues addressed in the plan of reorganization."); *see also* 11 U.S.C. § 1129.

*Five Star Capital* demonstrates Nevada's application of claim preclusion. That case

1 involved two actions related to a real estate contract. In the first action, Five Star's counsel failed  
2 to attend calendar call, resulting in that action's dismissal. 124 Nev. at 1050, 194 P.3d at 710.  
3 Instead of appealing the dismissal, Five Start Capital initiated a new action based on the same  
4 contract dispute. *Id.* The defendant moved for dismissal on claim preclusion grounds and the  
5 motion was granted. *Id.* Five Star Capital appealed, arguing that (1) the first dismissal—for  
6 failing to attend calendar call—was not on the merits, and (2) the second lawsuit included an  
7 additional claim for contractual damages not alleged in the first suit. *Id.* at 1057-58, 194 P.3d at  
8 715-16.

9 The Nevada Supreme Court rejected both of these arguments. First, the Court held that  
10 under its cases "interpreting the 'adjudication upon the merits' phrase," claim preclusion was still  
11 applicable, even though the district court did not delve into the claims' legal merit, because "the  
12 phrase is meant to preclude the refiling of the same claim" that had previously been adjudicated  
13 and under Rule 41, the dismissal was made with prejudice. *Id.* And second, the Court  
14 reaffirmed that "claim preclusion applies to prevent a second suit based on all grounds of  
15 recovery that were *or could have been brought* in the first suit." *Id.* at 1058, 194 P.3d at 716  
16 (emphasis added). Accordingly, the court affirmed the district court's dismissal.

17 In the bankruptcy context, the controlling policy "favors disclosure by the debtor of *all*  
18 *potential causes of action.*" *Kelley v. South Bay Bank (In re Kelley)*, 199 B.R. 698, 703 (9th Cir.  
19 BAP 1996) (emphasis added). A debtor has a "duty to prepare [the] bankruptcy schedules and  
20 statements 'carefully, completely, and accurately' *and bears the risk of nondisclosure.*" *In re JZ*  
21 *L.L.C.*, 371 B.R. 412 (9th Cir. BAP 2007) (citing *Hay v. First Interstate Bank of Kalispell*, 978  
22 F.2d 555 (9th Cir. 1992)). Consistent with this duty, "*it is axiomatic that a general reservation*  
23 *of rights is an insufficient basis upon which to bar the application of the res judicata*  
24 *doctrine.*" *In re G-P Plastics*, 320 B.R. at 867-68 (emphasis added). Accordingly, an estate  
25 asset, such as a litigation claim, must be particularly identified and described in the confirmed  
26 plan of reorganization or else that claim is irrevocable lost.

27 For example, in *In re Kelley*, a Chapter 11 debtor confirmed its plan of reorganization

1 and subsequently tried to assert counterclaims against a creditor—"South Bay." 199 B.R. at 700.  
2 The reorganization plan generically provided that the debtor could initiate adversary proceedings  
3 post-confirmation and that the debt it owed to South Bay "could be reduced by . . . any  
4 counterclaim the Kelleys successfully asserted against South Bay." *Id.* at 701. One month after  
5 the plan's confirmation, the Kelleys objected to South Bay's claim. *Id.* The bankruptcy court  
6 considered the objection, but found that *res judicata* barred the Kelleys' objection. *Id.*

7 On appeal, the Ninth Circuit Bankruptcy Appellate Panel ("Ninth Circuit BAP")  
8 affirmed, concluding that the Kelleys had "adequate information" of the facts underlying their  
9 objection and the plan's failure to identify the counterclaim/objection barred them from raising it  
10 post-confirmation. The Kelleys argued that language in their disclosure statement made "two  
11 references to potential claims against South Bay." *Id.* at 704. The Ninth Circuit BAP, however,  
12 stated that while the disclosure statement provided "a clearer expression of potential causes of  
13 action [than the plan], it [did] not mention the grounds for these potential claims." (*Id.*  
14 emphasis added.) Even coupled with a general reservation of all potential claims, the court held  
15 "that the Kelleys did not properly reserve the right to object to South Bay's claim." *Id.* at 705.

16 **b) The Confirmed Order Is A Final Judgment On The Merits**  
17 **And The Litigation Claims Could Have Been, But Were Not,**  
**Raised In The Bankruptcy Proceedings**

18 Just as in *Five Star* and *In re Kelley*, claim preclusion bars the Huerta Plaintiffs' claims in  
19 this suit because the Litigation Claims could have been asserted in the bankruptcy proceedings,  
20 but were not. Neither were the Litigation Claims preserved in Go Global's Plan of  
21 Reorganization. Also, as with *Five Star* and *In re Kelley*, the first judgment, *i.e.*, the Confirmed  
22 Plan, need not address substantive issues. The critical question, rather, is whether the claims  
23 *could have* been asserted. Numerous bankruptcy cases have applied this principle in holding  
24 that a plan's confirmation is an adjudication on the merits. *See, e.g., In re Kelley*, 199 B.R. at  
25 703; *In re JZ L.L.C.*, 371 B.R. at 415; *Hay*, 978 F.2d 557; *In re G-P Plastics*, 320 B.R. at 867-68.

26 Claim preclusion is particularly applicable here because Go Global "failed to avail [it]self  
27 of opportunities to pursue [its] remedies in the first proceeding." *See Five Star*, 124 Nev. at



1 1058, 194 P.3d at 715. For example, Go Global could have initiated an adversary action or  
2 specifically identified and preserved the Litigation Claims in its Plan of Reorganization.

3 Go Global's Plan of Reorganization was confirmed on July 22, 2013. By that time, Go  
4 Global had known about the Litigation Claims it believed it had against Defendants for *at least*  
5 *eight months*. But beyond the correspondence to Rogich, other facts demonstrate that Go Global  
6 knew of the purported Litigation Claims when it chose not to preserve them. For example, Go  
7 Global purported to assign the Litigation Claims *a mere one week after the Confirmation*  
8 *Order's entry*. Moreover, this assignment was made for no apparent consideration and to an  
9 insider who had already prepared a complaint against Defendants. (*Compare* Exhibit 6, executed  
10 on July 30, 2013, with the Complaint filed on July 31, 2013.)

11 Instead of concealing the Litigation Claims, Go Global should have brought a bankruptcy  
12 adversary proceeding. Indeed, Go Global knew it could have filed an adversary proceeding,  
13 because it had already done so in Case 10-01334—an adversary proceeding within the  
14 Bankruptcy Proceedings filed against a business associate of Huerta (the "Paulson Adversary  
15 Action").<sup>11</sup> Go Global, however, elected to not pursue the Litigation Claims.

16 In addition, Go Global could have specifically preserved in its Confirmed Plan the  
17 purported Litigation Claims against Defendants by including the potential defendants' identity  
18 and the facts on which the lawsuit would be based. Again, Go Global knew how to properly  
19 preserve a claim because the Confirmed Plan did as much with the Paulson Adversary Action.  
20 *See* Section B. Preservation of Rights of Action, Confirmed Plan, Exhibit 13.)

21 Go Global's Confirmed Plan unquestionably fails to preserve the Litigation Claims  
22 against Defendant—the same Litigation Claims purportedly assigned to the Christopher Trust  
23 and asserted in this action. Go Global identified Defendant's alleged breach of the Purchase  
24 Agreement on November 7, 2012, demonstrating that it knew of the TELD Transfer on which  
25 the alleged breach of the Purchase Agreement is predicated. *See* Correspondence, Exhibit 12.  
26 The alleged TELD Transfer is the entire basis for the Huerta Plaintiffs' claims in this litigation.

27  
28 <sup>11</sup> *See* ECF # 220, Case No. 10-01134.

1 The Confirmed Plan, however, *does not include a single reference to Eldorado, Rogich,*  
2 *or the Purchase Agreement.* All the Confirmed Plan has is a boilerplate reservation of matters  
3 not expressly released. *See id.* As a matter of law, however, a generic reservation cannot  
4 preserve a cause of action. *In re G-P Plastics*, 320 B.R. at 867-68. Accordingly, Go Global  
5 disregarded its obligation to accurately and completely disclose and preserve litigation claims.  
6 *See In re JZ L.L.C.*, 371 B.R. at 414.

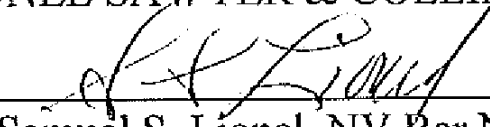
7 Thus, where in *Kelley* the court applied claim preclusion to bar the former debtor's claim  
8 because the debtor had "adequate knowledge," Go Global has demonstrated that it had *more*  
9 *than* "adequate knowledge" of the litigation claims' existence well before the Confirmation  
10 Order's entry and well before Go Global purported to assign those litigation claims to the  
11 Christopher Trust. As a consequence, claim preclusion precludes the Huerta Plaintiffs from  
12 asserting their claims in this litigation and Defendant should be awarded summary judgment.

#### 13 IV. CONCLUSION

14 Based on the preceding points and authorities, the Court should grant Defendant's Motion  
15 for Partial Summary Judgment.

16 DATED: August 11, 2014.

17 LIONEL SAWYER & COLLINS

18 By:   
19 Samuel S. Lionel, NV Bar No. 1766  
20 *slionel@lionelsawyer.com*  
21 300 South Fourth Street, 17<sup>th</sup> Floor  
22 Las Vegas, Nevada 89101  
23 Telephone: (702) 383-8884  
24 Fax: (702) 383-8845

25 *Attorneys for Defendant Rogich Trust*

1 CERTIFICATE OF SERVICE

2 Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee  
3 of LIONEL SAWYER & COLLINS and that on this 14<sup>th</sup> day of August, 2014, I caused the  
4 document DEFENDANT SIG ROGICH, TRUSTEE OF THE ROGICH FAMILY  
5 IRREVOCABLE TRUST'S MOTION FOR PARTIAL SUMMARY JUDGMENT to be served  
6 as follows:  
7

8 ☒ [ X ] by depositing same for mailing in the United States Mail, in a sealed envelope  
9 addressed to:

10 Brandon B. McDonald, Esq.  
11 McDonald Law Offices, PLLC  
12 2505 Anthem Village Drive  
13 Suite E-474  
14 Henderson, Nevada 89052

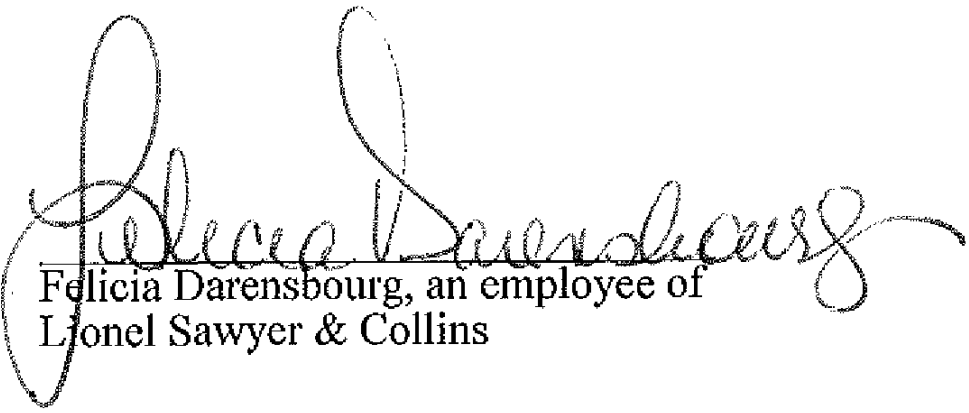
15 *Attorneys for Plaintiffs*

16 ☐ [ ] pursuant to Nev. R. Civ. P. 5(b)(2)(D) to be sent via facsimile as indicated:

17 ☐ [ ] to be hand delivered to:

18 and/or

19 ☐ [ ] by the Court's ECF System through Wiznet.

20  
21   
22 Felicia Darenbourg, an employee of  
23 Lionel Sawyer & Collins  
24  
25  
26  
27  
28

# EXHIBIT A

1 Samuel S. Lionel, NV Bar No. 1766  
2 *slionel@lionelsawyer.com*  
3 LIONEL SAWYER & COLLINS  
4 300 South Fourth Street, 17<sup>th</sup> Floor  
5 Las Vegas, Nevada 89101  
6 Telephone: (702) 383-8884  
7 Fax: (702) 383-8845

8 *Attorneys for Defendant Sig Rogich*  
9 *aka Sigmund Rogich as Trustee of*  
10 *The Rogich Family Irrevocable Trust*  
11 *and Defendant / Counterclaimant*  
12 *Eldorado Hills, LLC*

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

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

22 Plaintiffs,

23 v.

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

Defendants.

AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. No. XXVII

**DECLARATION OF SAMUEL S. LIONEL**

1 I, Samuel s. Lionel, say:

2 1. I am an attorney at law and am duly licensed to practice in Nevada and I submit  
3 this Declaration in support of Defendants' Motion for Partial Summary Judgment. I have  
4 personal knowledge of the facts set forth in this Declaration, and I am competent to testify to the  
5 matters stated herein. Attached as Exhibit 1 is a true and correct copy of Eldorado Hills, LLC's  
6 Secretary of State Filing showing its Articles of Organization filing in September 2005.

7 2. Attached as Exhibit 2 is a true and correct copy of Eldorado Hills, LLC's  
8 Operating Agreement.

9 3. Attached as Exhibit 3 is a true and correct copy of the 2008 Purchase Agreement.

10 4. Attached as Exhibit 4 is a true and correct copy of Go Global Inc.'s Chapter 11  
11 Petition.

12 5. Attached as Exhibit 5 is a true and correct copy of Go Global Inc.'s Bankruptcy  
13 Financial Affairs Schedule B.

14 6 Attached as Exhibit 6 is a true and correct copy of Go Global Inc.'s Amended  
15 Statement of Financial Affairs.

16 7. Attached as Exhibit 7 is a true and correct copy of Joint Disclosure Statement of  
17 Go Global, Inc., Carlos A. Huerta and Christine H. Huerta.

18 8. Attached as Exhibit 8 is a true and correct copy of First Amended Joint Disclosure  
19 Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H.  
20 Huerta.

21 9. Attached as Exhibit 9 is a true and correct copy of the Second Amended Joint  
22 Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta. and  
23 Christine H. Huerta.

24 10. Attached as Exhibit 10 is a true and correct copy of the Third Amended Joint  
25 Disclosure Statement for the plan of Reorganization of Go Global, Inc., Carlos A. Huerta and  
26 Christine H. Huerta.

27 11. Attached as Exhibit 11 is a true and correct copy of Membership Interest  
28 Assignment Agreement.



# EXHIBIT 1





**DEAN HELLER**  
Secretary of State  
208 North Carson Street  
Carson City, Nevada 89701-4288  
(775) 684 6708  
Website: secretaryofstate.biz

**Articles of Organization  
Limited-Liability Company**  
(PURSUANT TO NRS 88)

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number <b>20050403685-33</b> Filing Date and Time <b>09/14/2005 4:33 PM</b> Entity Number <b>E0618692005-6</b>
--	--

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Limited Liability Company:</b>	Eldorado Hills LLC
<b>2. Resident Agent Name and Street Address:</b> <small>(Must be a Nevada address where process may be served)</small>	Summer Rellamas Name 3980 Howard Hughes Pkwy #550 Las Vegas, NEVADA 89109 Physical Street Address City State Zip Code Additional Mailing Address City State Zip Code
<b>3. Dissolution Date:</b> <small>(OPTIONAL-see instructions)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual).
<b>4. Management:</b> <small>(check one)</small>	Company shall be managed by <u>2</u> Manager(s) OR Members
<b>5. Names, Addresses, of Manager(s) or Members:</b> <small>(attach additional pages as necessary)</small>	<p>Carlos Huerta Name 3980 Howard Hughes Pkwy #550 Las Vegas NV 89109 Address City State Zip Code</p> <p>Sigmund Rogich Name 3980 Howard Hughes Pkwy #550 Las Vegas NV 89109 Address City State Zip Code</p> <p>Name Address City State Zip Code</p>
<b>6. Names, Addresses and Signatures of Organizers:</b> <small>(If more than one organizer, please attach additional pages)</small>	<p>Carlos Huerta Name 3980 Howard Hughes Pkwy #550, Las Vegas, NV 89109 Address City State Zip Code</p> <p><i>Carlos Huerta</i> Signature</p>
<b>7. Certificate of Acceptance of Appointment of Resident Agent:</b>	<p>I hereby accept appointment as Resident Agent for the above named limited-liability company</p> <p><i>[Signature]</i> 9/14/05 Authorized Signature of R.A. or On Behalf of R.A. Company Date</p>

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form LLC-203  
Revised 04/12/04/03

EQ00107

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**DEAN HELLER**  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 6708  
Website: [secretaryofstate.biz](http://secretaryofstate.biz)

## Resident Agent Acceptance

**General instructions for this form:**

1. Please print legibly or type; Black Ink Only.
2. Complete all fields.
3. Ensure that document is signed in signature field.

ABOVE SPACE IS FOR OFFICE USE ONLY

In the matter of Eldorado Hills LLC  
(Name of business entity)

I, Summer Rellamas (Name of resident agent)

hereby state that on 9/14/05 I accepted the appointment as resident agent  
(Date)

for the above named business entity. The street address of the resident agent in this state is as follows:

3980 Howard Hughes Pkwy  
Physical Street Address

550  
Suite number

Las Vegas \_\_\_\_\_, NEVADA  
City

89109  
Zip Code

### Optional:

**Additional Mailing Address**

Suite number

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code

**Signature:**



Authorized Signature of R.A. or On Behalf of R.A. Company

9/14/05  
Date

Novada Security, 21 State Road, Cambridge 2003  
Rev. edn 11/04/03

EQ00108

JA 000108

# INITIAL LIST OF MANAGER OR MEMBERS AND RESIDENT AGENT OF

FILE NUMBER

ELDORADO HILLS LLC

(Name of Limited-Liability Company)

FOR THE FILING PERIOD OF

SEP, 2005

TO

SEP, 2006. Due by Oct 31, 2005

E0618692005-6

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

SUMMER RELLAMAS

3980 HOWARD HUGHES PKWY #550

LAS VEGAS NV 89109

Filed in the office of

Dean Heller  
Secretary of State  
State of Nevada

Document Number

20050526073-30

Filing Date and Time

10/31/2005 6:32 AM

Entity Number

E0618692005-6

☐ CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR RESIDENT AGENT INFORMATION

Important: Read instructions before completing and returning this form.

THE ABOVE SPACE IS FOR OFFICE USE ONLY

1. Print or type names and addresses, either residence or business, for all managers or members. A Manager, or if none, a Managing Member of the company must sign the form. FORM WILL BE RETURNED IF UNSIGNED
2. If there are additional managers or members, attach a list of them to this form.
3. Return the completed form with the \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of the first month following the incorporation/initial registration.
4. Make your check payable to the Secretary of State. Your cancelled check will constitute a certificate to transact business. To receive a certified copy, enclose an additional \$30.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 897014201, (775) 684-6708.
6. Form must be in the possession of the Secretary of State on or before the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE \$125.00

LATE PENALTY: \$75.00

NAME				(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)			
Carlos Huerta				<input checked="" type="checkbox"/>	MANAGER	<input type="checkbox"/>	MEMBER
ADDRESS		CITY	ST	ZIP			
3980 Howard Hughes Pkwy, #550		Las Vegas	NV	89109			
NAME				(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)			
Sigmund Rogich				<input checked="" type="checkbox"/>	MANAGER	<input type="checkbox"/>	MEMBER
ADDRESS		CITY	ST	ZIP			
3980 Howard Hughes Pkwy, #550		Las Vegas	NV	89109			
NAME				(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)			
				<input type="checkbox"/>	MANAGER	<input type="checkbox"/>	MEMBER
ADDRESS		CITY	ST	ZIP			
NAME				(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)			
				<input type="checkbox"/>	MANAGER	<input type="checkbox"/>	MEMBER
ADDRESS		CITY	ST	ZIP			
NAME				(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)			
				<input type="checkbox"/>	MANAGER	<input type="checkbox"/>	MEMBER
ADDRESS		CITY	ST	ZIP			

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 360.780 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Manager or Managing Member

Carlos Huerta

Title

Manager

Date

10/7/05

Nevada Secretary of State Form Initial LIST-LLC (2003)

Revised on 09/24/03

EQ00109

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# EXHIBIT 2

# OPERATING AGREEMENT

FOR

Eldorado Hills, LLC  
a Nevada limited liability company

# OPERATING AGREEMENT

FOR

Eldorado Hills, LLC  
a Nevada limited liability company

## OPERATING AGREEMENT

This Operating Agreement ("Operating Agreement") of ELDORADO HILLS, LLC, a Nevada limited liability company (the "Company"), incorporated in May of 2006 ("Effective Date"), has been amended as of September 9<sup>th</sup>, 2006 by the Manager(s) executing this Operating Agreement on behalf of the Member(s) whose name(s) are set forth on Exhibit "A" attached hereto. This amended operating agreement will replace the prior agreement that had been executed in July of 2006 whereby The Rogich Family Irrevocable Trust and Go Global, Inc. were the only members within the Company, at that time.

### 1.0 RECITALS.

- 1.1 The Manager(s) have already filed the Articles of the Company with the Office of the State as of the Effective Date.
- 1.2 This Operating Agreement sets forth the understandings between and among the Members with respect to the business, operations, governance and affairs of the Company and the distribution of the profits and proceeds received from the ownership, operation and disposition of Company assets.

NOW, THEREFORE, the Manager(s) sets forth this Operating Agreement for the Company upon the terms and conditions of this Operating Agreement.

### 2.0 DEFINITIONS. For purposes of this Operating Agreement, the following terms shall have the following meanings.

- 2.1 "Additional Capital Contributions" shall mean additional Capital Contributions over the amount of the initial Capital Contributions in the amount that the Board reasonably determines is needed to meet the Company's needs.
- 2.2 "Affiliate" shall mean with respect to any Person: (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting securities or beneficial interests of such Person; or (c) an officer, director, manager, partner, trustee, or member of the immediate family of an officer, director, manager, partner or trustee, of such Person. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.
- 2.3 "Articles" shall mean the Articles of Organization as properly adopted and amended from time to time by the Members and filed with the Office of the State.
- 2.4 "Assignee" shall mean a Person who is assigned all or a portion of a Member's Economic Interest but who is not admitted as a Member.

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2.5 "Bankruptcy" or "Bankrupt" shall mean with respect to any Person, that a petition shall have been filed by such Person, as a debtor, and such Person shall have been adjudicated as a bankrupt under the provisions of the Bankruptcy laws of the United States of America, or that such Person shall have made an assignment for the benefit of its creditors generally, or a receiver/liquidator shall have been appointed for substantially all of the property and assets of such Person, or the filing by that Person of a petition for a reorganization, arrangement, compensation, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, or the commencement of an involuntary proceeding that has not been dismissed for any consecutive period of sixty (60) days.

2.6 "Board" shall mean the Company's Board of Managers consisting of Go Global, Inc., and Sigmund Rogich which have created and will manage the Company and each is able, on behalf of the Company's Members, to obligate, sign for, represent, and have full banking and check-signing authority with banks and/or financial institutions and lenders (if necessary) and shall have authority to transfer any rights or property for or by the Company as well as to purchase, borrow, hypothecate any assets, and satisfy any debts, or obligations of the Company.

2.7 "Capital Account" shall mean, unless otherwise provided in this Operating Agreement, the capital account of each Member, which the Company establishes and maintains for each Member in accordance with the provisions of Section 4.3.

2.8 "Cash From Sales or Refinancing" shall mean (i) cash proceeds from a sale or other disposition or refinancing of Company Property remaining after retirement of indebtedness and payment of all expenses relating to any transaction (including net condemnation proceeds or insurance proceeds not used to rebuild or replace the affected Property) minus (ii) adjustments for Company obligations and reserves as determined in the sole discretion of the Board.

2.9 "Cash Receipts" shall mean, without limitation, all revenue received by the Company from whatever source but excluding the proceeds from loans or refinancing, proceeds from the Sale of the Company's assets, or the Capital Contributions to the Company.

2.10 "Class A Member" shall mean one of the original members to this agreement as set forth on Exhibit "A" who will hold all of the initial rights to profits and preferred returns as set forth in Exhibit "A", as opposed to a Party who may subsequently be admitted as a Member or Assignee by the Class A Members at some point in the future, but who will not be entitled to all of the same rights and preferred returns as the Class A Members.

2.11 "Closing" shall have the meaning set forth in Section 11.3.

2.12 "Code" shall mean the Internal Revenue Code of 1986, as amended.

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/



2.13 "Company" shall mean ELDORADO HILLS, LLC, a Nevada limited liability company formed pursuant to the filing of the Articles and governed by this Operating Agreement.

2.14 "Company Minimum Gain" shall refer to the concept that the disposition of an item of Property encumbered by a Nonrecourse Liability the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Company Minimum Gain is determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The determination of the amount of Company Minimum Gain shall be made pursuant to Treas. Reg. Section 1.704-2(d). A Member's share of Company Minimum Gain at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(g).

2.15 "Contribution" or "Capital Contribution" shall mean any contribution of cash, property or services to the Company, or the obligation to contribute cash, property or services to the Company, made by or on behalf of any Member or Assignee, but only to the extent identified as a Capital Contribution of such Member or Assignee.

2.16 "Disbursements" shall mean:

(a) Operating expenses of the Company, costs of repairs and maintenance, capital expenditures, rents, taxes, insurance premiums and all other expenses related to the operation of the Company or incurred in connection with the carrying of Company assets, including any fees payable to the Board or other Persons pursuant to this Agreement;

(b) The cost of acquisition of any real property, or personal property or any interest therein used by the Company;

(c) The payment of amounts of principal and interest due on Company loans; and

(d) Such reserves for future expenses and future capital expenditures as required under any secured loan involving the Company's Properties or such other reserves as determined by the Board in its sole discretion.

2.17 "Distribution" shall mean the transfer of money or Property by the Company to its Members without consideration.

2.18 "Economic Interest" shall mean a Person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive Distributions from, the Company, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in management, or, except as required by

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the Act, any right to information concerning the business and affairs of the Company.

2.19 "Effective Date" shall mean the 14th day of September 2005.

2.20 "Fiscal Year" shall mean the fiscal year of the Company and shall be the calendar year or such other fiscal year as the Board shall determine pursuant to the provisions of the Code.

2.21 "Former Member" shall have the meaning set forth in Section 11.1.

2.22 "Former Member's Interest" shall have the meaning set forth in Section 11.1.

2.23 "Liquidation Sale" shall mean the sale of all or substantially all of the Property of the Company not followed within a reasonable period of time by an investment of the proceeds therefrom in any new Property.

2.24 "Majority in Interest of Members" shall mean a Member or Members whose Membership Interests represent more than fifty percent (50%) of the Units holding Voting Rights unless otherwise specified in this Operating Agreement, the Act or the Code.

2.25 "Manager" or "Managers" shall mean the Person or Persons elected by the Members of the Company to manage the Company as a member of the Board in accordance with the terms of Section 5.3 of this Operating Agreement.

2.26 "Member" shall mean a Person who:

- (a) Has been admitted to the Company as a Member in accordance with the Act or this Operating Agreement, or an Assignee of an Economic Interest in the Company who has become a Member pursuant to Section 11.5 of the Operating Agreement;
- (b) Has not died, or become a Bankrupt or, if other than an individual, been dissolved; and
- (c) Is set forth on Exhibit "A" attached hereto and incorporated herein, as such Exhibit "A" may be modified from time to time to reflect changes to the Members or their Membership Interest as provided herein.

2.27 "Member Matters" shall mean:

- (a) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
- (b) The dissolution or liquidation of the Company, except as otherwise provided herein.
- (c) The appointment or removal of any Manager.
- (d) The Amendment of the Articles, subject to Section 13.0.
- (e) Any merger or consolidation of the Company.

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(f) Any other matters for which approval of Members is required under this Operating Agreement, by the Articles or the Act.

2.28 "Member Nonrecourse Debt" shall mean any Company liability with respect to which and to the extent the liability is nonrecourse for purposes of Treas. Reg. Section 1.1001-2, and a Member (or related person) bears the economic risk of loss under Treas. Reg. Section 1.752-2.

2.29 "Member Nonrecourse Debt Minimum Gain" shall refer to the concept that the disposition of an item of Company Property encumbered by a Member Nonrecourse Debt the amount of which exceeds the adjusted tax basis of the Property (or book value of the Property if the Property is properly reflected on the books of the Company at a value that differs from its adjusted tax basis) will generate gain in an amount that is at least equal to such excess. The amount of Member Nonrecourse Debt Minimum Gain attributable to a particular Member Nonrecourse Liability is determined by computing for such Member Nonrecourse Debt any gain the Company would realize if it disposed of the Company Property subject to that Member Nonrecourse Debt for no consideration other than full satisfaction of the Member Nonrecourse Debt. The determination of the amount of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt shall be made pursuant to the principles contained in Treas. Reg. Section 1.704-2(i). A Member's share of Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt at the end of any Company Taxable Year shall be determined pursuant to Treas. Reg. Section 1.704-2(i).

2.30 "Membership Interest" shall mean a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management as a Member, and any right to information as a Member concerning the business and affairs of the Company.

2.31 "Net Cash Flow From Operations" shall mean the excess of Cash Receipts over Disbursements.

2.32 "Net Income" or "Net Loss" shall mean the net income or net loss of the Company, as determined by the method of accounting permitted by the Code, and determined in accordance with Section 8.0.

2.33 "Net Investment" shall mean the excess of the aggregate Capital Contributions of a Member over the aggregate Distributions which constitute a Return of Capital to such Member.

2.34 "Nonrecourse Debt Minimum Gain Chargeback" shall have the meaning set forth in Section 8.3.

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2.35 "Nonrecourse Liability" shall mean any Company liability with respect to which, and to the extent that, no Member or related Person bears the economic risk of loss for that liability under Treas. Reg. Section 1.752-2.

2.36 "Notice" shall have the meaning set forth in Section 18.7.

2.37 "Office" shall mean the Secretary of the State.

2.38 "Officer" shall mean any person elected or appointed pursuant to Section 5.8 of this Operating Agreement.

2.39 "Offsettable Decrease" shall mean any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the Taxable Year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Treasury Regulations, allocations of loss and deductions under Section 704(e)(2) or Section 706 of the Code or under Section 1.751-1 of the Treasury Regulations, or Distributions that, as of the end of the Taxable Year, are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or prior to the Taxable Years in which such Distributions are expected to be made (other than increases pursuant to a Nonrecourse Debt Minimum Gain Chargeback).

2.40 "Operating Agreement" shall mean this Operating Agreement, as amended from time to time.

2.41 "Option Notice" shall have the meaning set forth in Section 11.7(a).

2.42 "Percentage" or "Percentage Interest" shall mean the percentage interest or share of a Member in Net Income or Net Loss of the Company as set forth on Exhibit "A" attached hereto and as amended from time to time.

2.43 "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a limited liability partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

2.44 "Property" or "Company Property" shall mean any asset (whether real or personal, tangible or intangible) acquired, directly or indirectly, in whole or in part, by the Company.

2.45 "Proxy" shall mean a written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another Person the power to exercise the Voting Rights of that Member. "Signed," for the purpose of this Section, means the placing of the Member's name on the Proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the

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Member or Member's attorney-in-fact. A Proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the Proxy was authorized by the Member, or by the Member's attorney-in-fact.

2.46 "Remaining Member" shall mean any Member that is not a Former Member.

2.47 "Return of Capital" shall mean any Distribution to a Member to the extent that the Member's Capital Account, immediately after the Distribution, is less than the amount of that Member's cumulative Contributions to the Company as reduced by prior Distributions.

2.48 "Service" shall mean the United States Internal Revenue Service.

2.49 "State" shall mean the State of Nevada.

2.50 "Taxable Year" shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

2.51 "Tax Matters Partner" shall mean Go Global, Inc., until another Member is elected as such in accordance with Section 5.0.

2.52 "Treas. Reg." or "Treasury Regulation" shall mean regulations issued by the United States Treasury Department under the Code.

2.53 "Unit" shall mean a share of Membership Interest in the Company. The Company may issue one or more certificates to each Member reflecting the Units held by that Member. Additional Units and partial Units may be issued and sold by the Company at the discretion of the Board subject to the provisions of this Operating Agreement. The Company's records shall reflect the number of Units of Membership Interest held by each Member.

2.54 "Vote" shall mean a vote by the Members holding Units that have Voting Rights pursuant to the provisions of this Operating Agreement and shall include authorization by Written consent.

2.55 "Voting Power" or "Voting Rights" shall mean power to vote on any matter at the time any determination of voting power is made and does not include the right to vote upon the happening of some condition or event which has not yet occurred. Each Unit shall have one (1) Vote or as otherwise designated in this Operating Agreement, or as required by the Articles or the Act.

2.56 "Written" or "In Writing" shall include facsimile, electronic, and telegraphic communication.

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### 3.0 FORMATION.

3.1 Name. The name of the Company shall be ELDORADO HILLS, LLC. The Company may conduct its business under such other fictitious business names as decided pursuant to Section 5.0.

3.2 Purpose. The purpose of the Company is to engage in any lawful purpose for which a limited liability company may be organized under the Act and it will acquire property in Clark County, Nevada for a price equal to Thirty Million Dollars U.S. via Sig Rogich at Rogich Communications.

3.3 Taxed as Partnership. It is the intent of the Members that the Company be taxed for federal income tax purposes as a partnership. This Operating Agreement shall be interpreted in a manner consistent with this intention.

3.4 Term of the Company. The term of the Company commenced upon the filing of the Articles of Organization with the Office of the State in accordance with the Act and shall continue until the Company is dissolved, terminated or liquidated in accordance with Section 12.1.

3.5 Principal Place of Business and Statutory Agent. The principal place of business of the Company shall be located at 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109 or such other place or places as determined pursuant to Section 5.0. The initial agent for service of process on the Company shall be Summer Rellamas, until such time as another agent is selected pursuant to Section 5.0.

### 4.0 CAPITAL AND CONTRIBUTIONS.

4.1 Member Capital Contributions. The Members shall make initial Capital Contributions into the Company and own a certain percentage within the Company based on their equity investment into the company divided by Thirty Million Dollars and 00/100 U.S.

4.2 Additional Contributions. If the Managers of the Company call for additional Capital Contributions from the Members, the Members will not be obligated to add any additional capital (to the Company), but if they do not add the required capital within thirty days from the Manager's call, then the Members will be diluted pro rata to the total equity raised by The Company as it relates to the non-capital-adding member's prior ownership interest. Each Member shall be entitled to contribute such additional Capital Contribution in proportion to such Member's Percentage Interest; however (and again), no Member shall be obligated to make any such additional Capital Contribution. All Members desiring to contribute such additional Capital Contribution shall notify the Manager(s) at least ten (10) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution such Member desires to make. If less than all Members desire to make additional Capital Contributions, or if Members desire to make additional Capital Contributions, which are less than the full amount

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requested, it is up to the Managers on who will be given the right to add capital and gain interest within the Company, which may include third party investors that had not previously invested into The Company already. If the Members desire to contribute less than the full amount of the additional Capital Contribution requested, the Manager(s) shall be authorized to sell Units in the Company to third parties or other existing Members, on terms that may or may not be any more or less favorable to such third parties as those set forth in the notice provided to Members hereunder, and to admit such third parties as Members. If additional Capital Contributions are made hereunder to the Company, Exhibit "A" shall be amended accordingly. Managers will have full decision-making authority as to when capital will be required by the Company and therefore a Majority in Interest of Members will not be required to approve any and all capital contribution(s). Members declining to contribute may, at the discretion of the Manager, be (1) diluted by the contributions of participating members or (2) be required to sell their Membership Units to the Company and/or participating Members at cost basis or Fair Market Value, whichever is less.

#### 4.3 Capital Accounts.

(a) Separate Accounts. The Company shall establish and maintain a separate Capital Account for each Member and Assignee. The Capital Account of each Member and Assignee shall be increased by: (i) the amount of money contributed by the Member to the Company; (ii) the fair market value of Property contributed by the Member to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Code Section 752); and (iii) the Member's allocable share of Net Income and of any separately allocated item of income or gain of the Company except for adjustments required by the Code (including any gain and income from unrealized income allocated to the Member to reflect the difference between the book value and tax value of assets contributed by the Member). Each Member or Assignee's Capital Account shall be decreased by: (i) the amount of Distributions to such Member; (ii) the fair market value of Property distributed to him by the Company (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to pursuant to Code Section 752); and (iii) the Member's allocable share of Net Loss and of any separately allocated items of loss or deduction specially allocated to the Member (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

(b) Compliance with Treasury Regulations. The foregoing provisions are intended to comply with Treas. Reg. Section 1.704-1(b) or any successor regulatory or statutory provision. The Board in its sole discretion may alter the method in which Capital Accounts are maintained in order to comply with Code Section 704(b). However, any change in the manner of maintaining Capital Accounts shall not materially alter the Member's Economic Interests.

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4.4 Interest. Except as otherwise provided herein, no interest shall be paid on Capital Contributions.

4.5 Resignation and Withdrawals. No Member shall be entitled to resign, withdraw or demand the return of any part of such Member's Capital Contribution or to receive any Distributions from the Company except as provided in this Operating Agreement and approved by any of the acting Manager(s) for the Company.

4.6 Transfer of a Capital Account. In the event of a permitted transfer of a Membership Interest, the transferor's Capital Account shall become the transferee's Capital Account to the extent it relates to the transferred Membership Interest. Allocations to the Capital Account of an Assignee shall be made in the same way allocations are made to the Capital Account of a Member pursuant to this Section 4.0.

#### 5.0 MANAGEMENT RIGHTS, POWERS AND LIMITATIONS OF MANAGERS AND MEMBERS

5.1 Exclusive Management by Board of Managers. The business, Property and affairs of the Company shall be managed exclusively by the Manager(s) as provided under this Operating Agreement, subject to events or transactions in which the approval of the Members is expressly required by the Act or pursuant to this Operating Agreement. One or both of the Manager's signatures may bind the Company at any time and both of the Manager's signatures will not be required to sell, convey, alienate, or transfer the Company's assets, nor will approval from any of the Members within the Company.

5.2 Agency Authority. Any authorized designee of the Board is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company. The Board hereby appoints Go Global, Inc. and Sigmund Rogich, as the authorized designees who shall have signatory authority to sign all checks, drafts, and other instruments obligating the Company.

#### 5.3 Designation of Board of Managers.

(a) Number, Term, and Qualification. The Company shall initially have two (2) Managers serving and making up the Board: Go Global, Inc. (a Nevada corporation) which is controlled by Carlos Antonio Huerta ("Huerta"), a married man with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109 and Sigmund Rogich ("Rogich") with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109. Either the signature of Huerta or Rogich will bind the Company, and, only one of these signatures will be required from the Company for contracts, pledging, financing, transferring assets or any other major transactions. Subject to the provisions of the Articles or the Act, the number of Managers of the Company shall be fixed from time to time by the written consent of the Members, provided that in no instance shall there be less than one (1) Manager. A Manager

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shall hold office until he or she resigns or is removed as a Manager by a Majority in Interest of Members. A Manager shall be a Member if required by the Act, but need not be an individual, a resident of the State, or a citizen of the United States.

(b) Chairman of the Board. At such time as the Company shall have more than one (1) Manager, the Chairman of the Board shall preside over the Board. The resignation and removal provisions for Managers set forth in this Section shall also be applicable to the Chairman of the Board. Carlos Huerta is hereby nominated as the initial Chairman of the Board.

(c) Resignation. Any Manager may resign at any time by giving Written notice to the Company without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

(d) Removal. All or any lesser number of Managers may be removed at any time with or without cause, by the affirmative Vote of a Majority in Interest of Members at a meeting called expressly for that purpose, or by the Written consent of a Majority in Interest of Members.

(e) Vacancies. A vacancy occurring in the number of Managers shall be filled by the affirmative Vote or written consent of a Majority in Interest of Members.

5.4 Performance of Duties. In performing its duties, the Board shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following persons or groups unless it has knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that the Board act in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

(a) one or more Managers, of the Company, when the Board reasonably believes to be reliable and competent in the matters presented.

(b) any attorney, independent accountant, or other person as to matters which the Board reasonably believes to be within such person's professional or expert competence.

5.5 Devotion of Time. The Managers are not obligated to devote all of their time or business efforts to the affairs of the Company. Managers shall devote whatever time, effort, and skill as they deem appropriate for the operation of the Company.

5.6 Competing Activities. Except as may be provided otherwise by written contract, any Manager or an Affiliate of a Manager may engage or possess an interest in other

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business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Manager. Neither the Company nor any other Manager shall have any right to any independent ventures of any such Manager or to the income or profits derived therefrom. The Manager shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Manager shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Manager's family, or an Affiliate of such Manager is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any other Manager has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Manager or any Affiliate of such Manager shall be conducted by the Manager upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Manager, subject to applicable law. The Managers acknowledge that the Managers and their Affiliates now or in the future may own and/or manage other businesses.

#### 5.7 Payments to Managers.

(a) Remuneration. Managers will be reimbursed for out-of-pocket expenses spent on behalf of the Company and Managers will have a right to charge a ten percent fee from the gross sales price of the property that will consist of the Company's primary asset and identified as Assessor's Parcel Number: 189-11-002-001 (plus/minus 161 acres close to the US 95/93 junction on the way out to Laughlin, NV when traveling from Las Vegas, NV).

(b) Commissions to be paid to Manager. The Manager(s) are to be paid a commission for his/their work on any investment or transaction equal to ten percent of gross sales or lease price and/or income.

(c) Expenses. The Company shall reimburse all Managers and their Affiliates for the actual cost of goods and materials used for or by the Company. The Company shall

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also pay or reimburse the Manager(s) or its Affiliates for organizational expense (including, without limitation, legal and accounting fees and costs) incurred to form the Company in preparing the Articles and this Operating Agreement. Nothing in this Section prohibits a Manager from dealing with the Company as an officer, independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

5.8 Indemnification of Manager(s).

(a) The Company will indemnify and hold The Manager(s) harmless of any accusation of wrong doing and will not allow for The Manager(s) to be sued for fraud and will protect The Manager(s) from any lawsuit filed against such Manager(s).

5.9 Management. The Manager(s) shall have general supervisory authority over the management of the Company, the power to direct and control the actions of the members (who will, along with the Manager(s), will make up The Board for The Company), and the right to approve or disapprove the following decisions (the Manager will have the approval and the authority to approve the following):

(a) Approval to represent The Company and sign on behalf of The Company in any contractual agreement, financial transaction, and/or sale of The Company's assets or signature on Company checks and/or other financial instruments.

(b) Any amendment to the name, purpose, principal place of business or the statutory agent of the Company.

(c) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.

(d) The dissolution or liquidation of the Company, except as otherwise provided herein.

(e) Entering into or amending any real property leases.

(f) A request for additional Capital Contributions from the Members pursuant to the provisions of Section 4.0.

(g) Any amendment to this Operating Agreement.

(h) The admission of additional Members or transfer of a Member's Membership Interest pursuant to Section 11.5.

(i) Borrowing money and/or mortgaging or otherwise encumbering all or any part of the Property of the Company as security.

(j) Any merger or consolidation of the Company.

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(k) Any act which would make it impossible to carry on the business of the Company in its ordinary course.

(l) The approval or material modification of any contracts, transactions or agreement between the Company and any third party no matter the size or the amount of money required.

(m) The approval or material modification of any contracts, transactions or agreements between the Company and any Manager, Member or any of their Affiliates.

(n) The institution, prosecution, defense, settlement, compromise or dismissal of any lawsuits or other judicial or administrative proceedings, or the retention of counsel or others in connection therewith.

(o) The filing of an application for Bankruptcy protection for and on behalf of the Company.

(p) Any other matter for which Board approval is necessary pursuant to this Operating Agreement or the Act.

5.10 Members' Powers. Member Matters shall require the consent of the Manager, except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

5.11 Board Meetings. Unless otherwise provided in this Operating Agreement, meetings shall be held as deemed necessary by the Managers. Meetings shall be held at such time and place as agreed upon by the Managers. Meetings may be called upon delivery of a written request therefor to the Managers, signed by any Manager. Notice of the time and place of a meeting and of the proposed agenda (if available and prepared) shall be given by the Chairman of the Board no more than sixty (60) days and no less than two (2) days prior to the meeting. Notice of a meeting, if otherwise required, need not be given to any Manager who (a) either before or after the meeting signs a waiver of notice or a consent to hold the meeting without being given notice, (b) signs an approval of the minutes of the meeting, or (c) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers or notice or consents need not specify the purpose of the meeting. A majority of the Managers shall constitute a quorum for the transaction of business.

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5.12 Action Without Meeting by Written Consent. The Managers may also take any action by describing the action, in lieu of a meeting, and signed by one or more of the acting Managers for the Company.

5.13 Limited Liability and Indemnity. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. The Company shall indemnify and hold harmless each Manager and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

#### 6.0 STATUS OF MEMBERS.

6.1 Members' Powers. Member Matters shall require the consent of the Managers, except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

6.2 Specific Powers. The Members only possess those powers and rights specifically granted to them under the Articles, the Act or this Operating Agreement but will allow for the Manager(s) to run the course of the business, make important and major decisions, execute all necessary documents. The Managers will have the authority to make the decisions for The Company at all times.

6.3 Limited Liability and Indemnity. No Person who is a Manager of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. Except as otherwise expressly provided for in this Operating Agreement, no Manager shall be liable in damages or otherwise to the Company or any other Manager or Member for any action taken or failure to act on behalf of the Company. The Company shall indemnify and hold harmless each Manager, and his respective officers, employees, representatives and agents from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in

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connection with the threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such party.

6.4 Fees and Compensation of Members. Other than a reimbursement for out-of-pocket costs and expenses incurred in connection with the Company, the Members, as such, shall not be entitled to any compensation, salary or fees. Nothing in this Section prohibits a Member from dealing with the Company as a Manager or Officer or as an independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

6.5 Competing Activities. Except as may be provided otherwise by written contract, any Member or an Affiliate of a Member may engage or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, those that might be the same as or similar to the Company's business, whether the same are directly or indirectly competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such other activities to the Company or any other Member. Neither the Company nor any Member shall have any right to any independent ventures of any other Member or to the income or profits derived therefrom. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Members shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to persons other than the Company. The fact that a member of such Member's family, or an Affiliate of such Member is employed by, owns, or is otherwise directly or indirectly interested in or connected with, any Person employed or retained by the Company to render or perform management, contracting development, financing, brokerage or other services, or from or through whom the Company may buy merchandise or other property, borrow money, arrange financing, or place securities, or to or from whom the Company may lease property, shall not prohibit the Company from entering into a management or development agreement, executing a lease with or employing that person, firm or corporation or otherwise dealing with him or it. Neither the Company nor any Member has any rights in or to any income or profits derived therefrom; provided, however, any dealings between the Company and a Member or any Affiliate of such Member shall be conducted by the Company upon the terms and in a manner that shall be fair and reasonable to the interests of the Company and the Members. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to applicable law.

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#### 6.6 Transactions Between the Company and the Members.

(a) Notwithstanding that it may constitute a conflict of interest, any Member may, and may cause his respective Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any services, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (i) such transaction is not expressly prohibited by this Operating Agreement, (ii) the terms and conditions of such transaction, on any overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and (iii) approval of the Board is obtained, if necessary, pursuant to Section 5.9.

(b) A transaction between a Member and/or Affiliates, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arm's length if the Board (or, if less than a majority of the Managers are disinterested, a quorum of such disinterested Managers) or a Majority in Interest of the Members having no interest in such transaction (other than their interests as Members) affirmatively vote or consent in writing to approve the transaction. Notwithstanding the foregoing, a Member shall not have any obligation, in connection with any such transaction between the Company and the Member or an Affiliate of the Member, to seek the consent of the Members.

#### 7.0 MEETING OF MEMBERS; VOTING.

7.1 No Required Meetings. The Members are not required to hold annual meetings, and decisions may be reached through Written consent signed by a Majority in Interest of Members, except as otherwise required in this Operating Agreement, the Articles or the Act.

7.2 Optional Meetings. In the event that Members wish to hold a formal meeting for any reason, the following procedure shall apply:

(a) Any one or more Members holding at least fiftyty percent (50%) of Units having Voting Rights may call a meeting of the Members by giving notice of the time and place of the meeting at least forty-eight (48) hours prior to the time of the holding of the meeting. The notice need not specify the purpose of the meeting.

(b) A Majority in Interest of Members shall not necessarily constitute a quorum for the transaction of business at any meeting of the Members unless at least one of the Manager(s) approves this quorum.

(c) The transaction(s) of the Members at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after

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call and notice if a quorum is present and if, either before or after the meeting, each Member entitled to vote who was not present signs a Written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting as long as one of the Manager(s) approves the transaction(s).

(d) Any action required or permitted to be taken by the Members under this Operating Agreement may be taken without a meeting if a Majority in Interest of Members (or, if some greater percentage is required by the Act, the Articles or this Operating Agreement, Members holding Units representing such greater percentage) individually or collectively consent In Writing to such action, and Written notice of such action is thereafter promptly provided to all Members who did not consent in writing thereto.

(e) Except as otherwise required by the Act, the Articles or this Operating Agreement, a Member shall be entitled to cast Votes as described in Section 2.55 (i) at a meeting, in person or by Proxy which must be received by the designated Member prior to such meeting, or (ii) without a meeting by a signed writing directing the manner in which he desires that his Vote be cast, which writing must be received by any authorized Member prior to the date upon which the Votes of the Members entitled to vote are to be counted. Only the Votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted, but the Manager(s) acting together or solely shall ultimately rule all decisions for The Company.

(f) Members may participate in the meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the meeting can hear one another.

(g) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all meetings, notices and waivers of notices of meetings, and all Written consents in lieu of meetings.

## 8.0 ALLOCATION OF NET INCOME AND NET LOSS.

### 8.1 Allocation of Net Income and Loss.

(a) Allocation of Net Income. Subject to Sections 8.2, 8.3, and 8.4, the Net Income of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

(b) Allocation of Net Loss. Subject to Sections 8.2, 8.3, and 8.4, the Net Loss of the Company shall be allocated among the Members for tax purposes and for book purposes according to their Percentage Interests.

8.2 Allocation Among Members. In the event of a transfer of a Unit, the allocable share of the Net Income or Net Loss (in respect to the Unit or Units so transferred) as computed for federal income tax purposes may be allocated between the transferor



and the transferee in accordance with the ratio that the number of days in the Company's Taxable Year before and after such transfer respectively bears to the total number of days in the Company's Taxable Year. In the alternative, if determined by the Board, certain amounts of such Company Net Income and Net Loss may be allocated between the transferor and the transferee on a monthly or other basis. Notwithstanding the foregoing, all allocations between a transferee and transferor shall be determined using a method permissible under Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

8.3 Nonrecourse Debt Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Member with a share of that Member Nonrecourse Debt Minimum Gain (as determined under Treas. Reg. Section 1.704-2(i)(5)) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain ("Nonrecourse Debt Minimum Gain Chargeback"). A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain is determined in a manner consistent with the provisions of this Section. A Member is not subject to this Member Minimum Gain Chargeback, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Nonrecourse Debt Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Nonrecourse Debt Minimum Gain and Member Nonrecourse Debt Minimum Gain Chargeback to the extent provided under Treasury Regulations issued pursuant to Section 704(b) of the Code.

8.4 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

8.5 Compliance with Treasury Regulations. The allocations of income, loss, gain, and deduction set forth in this Operating Agreement are intended to comply with Treas. Reg. Section 1.704-1(b) and Treas. Reg. Section 1.704-2 and are intended to have substantial economic effect within the meaning of those Treasury Regulations. If, for whatever reason, the Board determines that the allocation provisions of this Operating Agreement are unlikely to be respected for federal income tax purposes, the Board is granted the authority to amend the allocation provisions of this Operating Agreement to the minimum extent necessary to effect the plan of allocations and distributions provided in this Operating Agreement.

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8.6 Allocation to Assignees. The provisions of this Section 8.0 relating to the allocations of Net Income and Net Loss (as well as any element thereof) to the Company's Members shall also apply to Assignees, but this shall not be construed to give an Assignee any right other than an Economic Interest.

#### 9.0 DISTRIBUTIONS.

9.1 Time and Frequency of Distributions. To the extent the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, and reserves, the Managers may cause the Company to make Distributions relating to Net Cash Flow from Operations or from Cash from Sales or Refinancing shall be distributed in the following Order.

(a) All Distributions of Net Cash Flow from Operations may occur from time to time in the Manager's sole discretion, unless a specific action is taken to otherwise change any distribution action. Net Cash Flow from Operations shall be distributed to the Members according to their Percentage Interests, but will first go towards paying down any outstanding debt for The Company, expenses owed and/or incurred, toward prior equity/capital contributed by Member(s), and then profit(s) owed to be distributed first to Antonio Nevada, LLC (a Nevada limited liability company) and/or its Assignee first and then pro rata to the remaining Member(s).

(b) All Cash from Sales or Refinancing (other than in connection with a Liquidation Sale) shall be made when deemed appropriate by the Manager(s) in the Manager(s)'s sole discretion.

(c) All Distributions shall be made to the Members of record as of the date of approval of the Distribution unless the Board shall establish an alternate record date on such date of approval.

9.2 Non-Cash Proceeds. If the proceeds from a sale or other disposition of a Company asset consists of Property other than cash, the value of such Property shall be as determined by the Managers. Such non-cash proceeds shall then be allocated among all Members in the manner and order as set forth in Section 8.1.

9.3 Liquidating Sale of All Company Property. Upon a Liquidation Sale, the Company shall be dissolved and liquidated in accordance with Section 12.1 of this Operating Agreement and the net assets of the Company distributed in accordance with Section 12.2 of this Operating Agreement.

9.4 Code Section 514(c)(9)(C) Member. Notwithstanding any other provision of this Operating Agreement to the contrary, whenever there is a Member in the Company that is a qualified organization within the meaning of Code Section 514(c)(9)(C), any allocation to said qualified organization member shall be made in accordance with the provisions of Code Section 514(c)(9)(E) and any Treasury Regulations

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promulgated thereunder. The President shall use his best discretion to comply with the provisions of Code Section 514(c)(9)(C) while honoring the economic relationship between the Members.

#### 10.0 TAXES.

10.1 Elections. Any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having tax jurisdiction over the Company shall be made by the Chairman of the Board.

10.2 Tax Matters Partner. The designated Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code is as set forth in Section 2.51. Any Manager designated as the Tax Matters Partner shall take such action as may be necessary to cause the Member to become a notice partner within the meaning of Section 6223 of the Code. Any Manager who is designated Tax Matters Partner may take any action contemplated by Section 6221 through Section 6232 of the Code without the consent of the Majority in Interest of Members. Sig Rogich will assume the role of Tax Matters Partner until his resignation or removal by a majority of vote of the Managers.

10.3 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction requires each Member requested to do so by the Tax Matters Partner, each Member shall execute an agreement indicating that the Member will make timely payments of income taxes attributable to the Member's income, interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty, and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Section 9.0. The Tax Matters Partner may, where permitted by rules of any taxing jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest, and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax and penalties so paid.

#### 11.0 OPTION TO PURCHASE MEMBERS' INTEREST AND RIGHT OF FIRST REFUSAL.

11.1 Events Triggering Option On the death, insanity, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event which terminates the existence of a Member ("Former Member"), the Company shall continue its business. Unless the Managers unanimously vote in favor of the dissolution and liquidation of the Company, the Remaining Members, as provided herein, shall have the option to purchase all or any portion of the Former Member's Membership Interest if those interests go unassigned to a beneficiary or successor, based on the terms and conditions set forth in this Section (Sec. 11). The Former Member or such Former

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Member's legal representative shall sell the Former Member's Membership Interest ("Former Member's Interest").

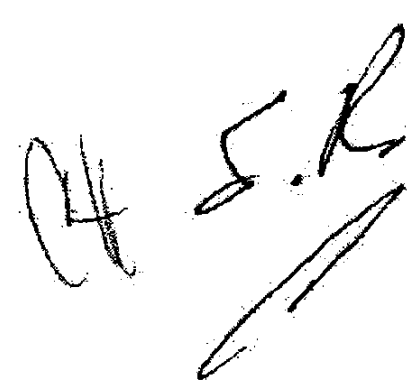
11.2 Purchase Price. The purchase price for the Former Member's Interest shall be the fair market value of such Membership Interest determined either by agreement between the parties, or as determined by The Managers, or be paid 100% of that Member's initial investment. The Managers, for The Company, will decide which of the above will take place and any purchased shares must take place prior to the sale of the property to a third party. The Company, with approval of the Managers, will have the right to buy back Member's shares, if the Member or Member's authorized representative, trustee, or executor wish to sell Member's shares. Payment of such purchase price by the Company or each purchasing Remaining Member, as applicable, shall be evidenced by cash or terms, accompanied by a separate promissory note and shall be secured by a pledge of that portion of the Former Member's Interest purchased by the Company or such Remaining Member.

11.3 Notice of Intent to Purchase. Members interested in selling will notify Managers of their intent and Managers will then facilitate such sale as expeditiously as possible.

11.4 Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Members from agreeing upon other terms and conditions for the purchase by the Company or any Member, or a third party buyer, of the Membership Interest of any Member in the Company as provided herein.

11.5 Transfer and Assignment of Membership Interests. Except as provided in this Section 11.5 or elsewhere in this Operating Agreement, no Member shall be entitled to transfer, assign convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest, and no Assignee shall be admitted as a substituted Member, except with the prior Written consent of one or more of the acting Manager(s), which consent may be given or withheld, conditioned or delayed (as allowed by this Operating Agreement or the Act), in the Manager's sole discretion. After the consummation of any transfer of any part of a Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Operating Agreement and any further transfers shall be required to comply with all the terms and provisions of this Operating Agreement.

(a) Further Restrictions on Transfer of Interests. In addition to other restrictions found in this Operating Agreement, no Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest if it: (i) violates any federal and state securities laws; (ii) results in a termination of the Company for federal or state tax purposes under the Code and other state laws; or (iii) triggers a readjustment or reappraisal of any Property of the Company.



(b) Substitution of Members. An Assignee of a Membership Interest shall have the right to become a substituted Member only if (i) the requirements of this Section 11.5 are met, (ii) such Assignee executes an instrument satisfactory to one or more of the Manager(s) accepting and adopting the terms and provisions of this Operating Agreement, and (iii) such person pays any reasonable expenses in connection with such substituted Member's admission as a new Member.

(c) Permitted Transfers. Subject to compliance with Section 11.6 and subject to the provisions of Subparagraph 11.5(f)(iii), the Membership Interest of any Member may be transferred without the prior Written consent of the Board, but approval from one or more of the acting Managers will be required: (i) any other Member, (ii) a revocable or irrevocable trust for the benefit of the Member or the Member's spouse, parents, parents of the Member's spouse, children, grandchildren or other family members (or, where the Member is a trust, a revocable or irrevocable trust for the benefit of any beneficiary of the Member's trust who is otherwise a permitted transferee), or any business entity that is an Affiliate of the Member or any other permitted transferee under this subparagraph.

(d) Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Membership Interest shall be effective following the date upon which the requirements of Sections 11.5(a) and 11.5(b) have been met. The Manager(s) shall provide the Members with Written notice of such transfer as promptly as possible after the requirements of Sections 11.5(a) and 11.5(b) have been met. Any transferee of a Membership Interest shall take subject to the restrictions on transfer imposed by this Operating Agreement.

(e) Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the Articles or this Operating Agreement to grant an Assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by such Member's legal representative or successor.

(f) No Effect to Transfers in Violation of Agreement. Upon any transfer of a Membership Interest in violation of this Section 11.5:

- (i) The transferee shall no right to vote or participate in the management of the business, property, and affairs of the Company, or to exercise any rights of or to become a Member unless specifically approved by one or more of the acting Managers; and
- (ii) Such transferee shall be an Assignee and thereafter shall only receive the allocation of the Company's Net Income and Net Loss and shall receive those

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Distributions to which the transferor of such Economic Interest would otherwise be entitled under this Operating Agreement.

(iii) Notwithstanding the foregoing provisions of this Section 11.5(f), if, in the determination of the, a transfer in violation of this Section 11.5 would cause the termination of the Company under the Code, result in a violation of federal and state securities law, or violate the Act, in the sole discretion of the Board, the transfer shall be null and void ab initio, and the purported transferee shall not become either a Member or an Assignee.

#### 11.6 Purchase of Remaining Rights.

Upon and contemporaneously with any transfer, assignment, conveyance or sale (whether arising out of an attempted charge upon that Member's Economic Interest by judicial process, a foreclosure by a creditor of the Member or otherwise) of a Member's Economic Interest which does not at the same time transfer the balance of the rights associated with the Membership Interest transferred by the Member (including, without limitation, the rights of the Member to vote or participate in the management of the business, Property and affairs of the Company), the Company shall purchase from the Member and the Member shall sell to the Company, for a purchase price of Ten Dollars (\$10.00), all remaining rights and interests retained by the Member that immediately before the transfer, assignment, conveyance or sale were associated with the transferred Economic Interest. Such purchase and sale shall not, however, result in the release of the Member from any liability to the Company as a Member. Each Member acknowledges and agrees that this right of the Company to purchase such remaining rights and interests from a Member who transfers a Membership Interest in violation of this Section 11.0 is not unreasonable under the circumstances existing as of the date hereof.

11.7 Right of First Refusal. Subject to the provisions of Section 11.5, a Member (or Member's lawful representative, trustee, and/or executor) will only need to obtain approval from one or more of the acting Managers in order to transfer, sell, or hypothecate Member's interest(s) within The Company.

#### 12.0 TERMINATION, DISSOLUTION AND LIQUIDATION.

12.1 Events of Dissolution. The Company shall be terminated and dissolved and its assets liquidated and distributed on the happening of any of the following events:

(a) Written Consent. Upon the Written consent of Managers along with more than 40% of Members.

(b) Dissolution, Bankruptcy, Receivership or Cessation to Exist of Member. Upon the death, bankruptcy, dissolution of a Member, or the occurrence of any other event which terminates the continued Membership of a Member, and an election of the Remaining Members to dissolve the Company pursuant to Section 11.1.

(c) Expiration. Upon the expiration of the term, if any, provided in Section 3.4.

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(d) State Law. Upon the occurrence of an event specified under the Act as one effecting dissolution (except as otherwise provided in this Operating Agreement).

(e) Liquidation Sale. Upon the Liquidation Sale or other disposition of all or substantially all of the Property of the Company and the Company's receipt of the consideration, in cash or cash equivalent, due it in connection with such sale or other disposition.

12.2 Liquidation Distributions. Upon the occurrence of any of the foregoing events, the Chairman of the Board or the Person winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and, in settling the accounts of the Company, the Property of the Company shall be distributed in the following order of priority:

(a) Outside Creditors. To creditors of the Company holding valid claims against the Company in order of priority as provided by law.

(b) Reserve. To the establishment of any reserves deemed necessary by the Person winding up the affairs of the Company for any contingent liabilities or obligations of the Company.

(c) Loans of the Members. To the Members in repayment of any unpaid accrued interest on and principal of loans they have made to the Company.


(d) Capital Accounts. To each Member the amount of such Member's Capital Account; provided, that if the available Property has a value less than the total of all Members' Capital Accounts, then to all Members, pro rata, in proportion to their positive Capital Accounts.

(e) Percentage Interest. To the Members, pro rata, in proportion to their Percentage Interests; provided, however, if any Member has a negative Capital Account balance, the Members' distributive shares shall be calculated as follows:

(i) Each Member shall be entitled to assets having a value equal to the "aggregate total" multiplied by the Member's Percentage Interest in the Company, reduced by that Member's negative Capital Account balance, if any.

(ii) The "aggregate total" shall be the value of all Company assets not distributed pursuant to Sections 12.1(a) through 12.1(c) plus the total of all Members' negative Capital Account balances.

(iii) Notwithstanding the foregoing,

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(A) If this formula generates a negative amount for one or more Members, that Member or those Members shall receive nothing, and the distributive shares of the Members entitled to a Distribution shall be reduced on a pro rata basis; and

(B) Except for the adjustment required under this Section 12.0, no Member shall be required to restore a negative Capital Account or to otherwise reimburse the Company or other Members therefore

12.3 Deficits. Each Member shall look solely to the Property of the Company for the return of his investment, and if the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Member shall have no recourse against the Company any other Member, or their employees and agents for indemnification, contribution or reimbursement.

12.4 Special Rules for Distribution. Managers for the Company shall distribute all funds available for distribution to the Members (after establishing any reserves as deemed reasonably necessary pursuant to Section 12.2(b) of this Operating Agreement prior to the later of (1) the end of the Taxable Year in which the event occurs which caused the termination and dissolution of the Company pursuant to Section 12.1 of this Operating Agreement, or ninety (90) days after the occurrence of such event.

#### 13.0 AMENDMENT TO ARTICLES OF FORMATION.

13.1 Amendment. The Articles shall be amended by the Manager(s) without consent of the Members whenever:

- (a) Change of Name: If there is a change in the name of the Company.
- (b) False or Erroneous Statement: There is a false or erroneous statement in the Articles.
- (c) Other Causes: Whenever otherwise required by law.

13.2 Real Property - County Filings. The Manager(s) may also record a certified copy of the Articles and any amendment thereto in the office of the County Recorder in every county in which the Company owns real property.

#### 14.0 ACCOUNTING.

14.1 Method. The Company shall keep its accounting books and records and shall prepare its income tax returns on the method of accounting selected in accordance with Section 10.1, subject to any restrictions imposed by applicable law.

14.2 Annual Reports. The Chief Financial Officer shall be responsible for preparing, or causing to be prepared, unaudited annual financial reports, which shall include a balance sheet, profit and loss statement, and such tax information as may be necessary. The same Person taking the action specified in the first sentence of this Section 14.2 shall cause to be prepared financial information more often if required under the Act or other laws governing the Members.

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14.3 Interim Statements. On Written request, any Member shall be entitled to copies of any interim financial statements prepared for the Company.

14.4 Access. The Members and their representatives shall have reasonable access to the Company's accounting records or other records to the extent required by the Act.

#### 15.0 POWER OF ATTORNEY.

15.1 General Purposes. Each Member does hereby constitute and appoint each Manager acting alone, as their true and lawful agent and attorney-in-fact, in his name, place and stead, to make, execute, acknowledge, swear to, and file:

- (a) Articles. Any articles, certificates, or other instrument which may be required to be filed by the Company under the laws of any state or of the United States;
- (b) Amendments. Any and all amendments, modifications, or cancellations of any certificate or instrument, including any amendment to the Articles required to admit any substituted or additional Member or Members in accordance with the provisions of this Operating Agreement;
- (c) Registration. Any application for the registration of the Company or of the offering of Units or additional Units or filing of any exemption notice in accordance with the securities laws of the United States or of any state;
- (d) Documents. Documents required to dissolve and terminate the Company or effectuate the transfer of any property of the Company;
- (e) Notes. All notes, instruments, deeds of trust, leases, bills of sale, and other similar documents on the Company's behalf;
- (f) Banking checks, accounts, and/or deposits,
- (g) Other. Any other instrument which may be required to be filed by the Company by any governmental agency, or which the Members deem it advisable to file.

15.2 Powers; Procedures. The power of attorney to be concurrently granted by each Member to such attorney-in-fact:

- (a) Signatures. May be exercised by the attorney-in-fact for each Member by a facsimile signature of the attorney-in-fact or by listing all of the Members executing any instrument with a single signature of the attorney-in-fact acting for all of them.
- (b) Survival. Shall survive the delivery of an assignment by a Member of the whole or any portion of his Membership Interest; except that where the Assignee thereof has been approved by the Board for admission to the Company as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling either Manager to execute, acknowledge and file any instrument necessary to effect such substitution.

15.3 Irrevocable. The power of attorney in this Section 15.0 shall be deemed to be revocable and coupled with an interest.

16.0 RESTRICTIONS ON AMENDMENT OF OPERATING AGREEMENT. Section 2.27 shall not be amended except as permitted under the Act. Except as otherwise provided in this Operating Agreement, this Operating Agreement may be amended upon the Written consent or affirmative Vote of at least one or more of the acting

Managers. The Manager shall amend Exhibit "A" of this Operating Agreement from time to time as required by this Operating Agreement without the necessity of action of the Members. Except as otherwise provided herein, no amendment, however, shall be made in the following manners, without the consent of any Manager:

16.1 Members' Obligations. To enlarge the obligations in any material respect of any Member under this Operating Agreement.

16.2 Officers' Responsibilities. To enlarge the responsibilities in any material respect of the Officers to the Members.

16.3 Management Responsibilities. To enlarge the responsibilities in any material respect of the Board to the Members;

17.0 INVESTMENT REPRESENTATIONS AND WARRANTIES. In order to induce the Company to issue the Units, each Member makes the following investment representations and warranties:

17.1 Opportunity to Review and Evaluate. Each Member has had the opportunity to review and evaluate the Company's financial statements and books and records and to ask questions and procure information from the Company's management and has received, reviewed, and considered such information and all other documents and information as such Member considers necessary or appropriate covering all matters which Member deems relevant to make a decision to purchase the Units.

17.2 Pre-existing Relationship. Each Member has a pre-existing business and personal relationship with the Company and the Board of the Company.

17.3 Investment Purpose. Each Member is purchasing the interests for such Member's own investment, and not with a view to or for sale in connection with any distribution of the Units. Each Member has no commitment and is not aware of any circumstances presently in existence, which would make a disposition of the Units likely, and such Member intends to hold the Units indefinitely.

17.4 Restrictions on Transfer. Each Member is aware that an investment in securities of a closely held entity is non-marketable and non-transferable and will require such Member's capital to be invested for an indefinite period of time, possibly without a return. It has never been represented, guaranteed or warranted by the Company, or any Person connected with or acting on its behalf, that such Member will be able to sell or liquidate its Units in any specified period of time or that there will be any profit or appreciation to be realized as a result of the purchase of Units.

17.5 Economic Risk. By reason of each Member's business and financial experience, each Member has the capacity to protect such Member's interests in connection with the purchase of such Member's Units and can bear the economic risk of such

Member's proposed investment, including the loss of the entire amount of the investment.

17.6 No Registration. The Units being purchased by each Member have not been registered or qualified with the Securities and Exchange Commission, the Nevada Department of Corporations, or other state securities commissions or agencies. Such securities may not be sold, transferred, pledged, encumbered, hypothecated, or otherwise disposed of in the absence of such registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws and regulations, unless, in the opinion of counsel acceptable to the Company, an exemption from such registration or qualification is available under the Securities Act, and such state securities laws and regulations. The Company is under no obligation to so register or qualify the Units or make available any such exemption.

17.7 Legend. Each Member is aware that any certificate evidencing such Member's securities, if issued, will contain a legend as follows or for similar import:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR WITH ANY STATE SECURITIES COMMISSION OR AGENCY, PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), OR APPLICABLE STATE SECURITIES LAWS AND REGULATIONS, AND THEREFORE CONSTITUTE RESTRICTED SECURITIES. THESE RESTRICTED SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR A QUALIFICATION UNLESS, IN THE OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY, AN EXEMPTION THEREFROM IS AVAILABLE PURSUANT TO THE ACT AND APPLICABLE STATE SECURITIES LAWS AND REGULATIONS.

17.8 Indemnification. Each Member hereby agrees to indemnify, defend and hold harmless the Company, its Board, Manager(s), other Members, agents, representatives, attorneys, affiliates, and associates from any loss, damage, liability, or judgment, order, decree, action, suit, cost, or expense (including, without limitation, reasonable attorneys fees and expenses) suffered or incurred by the Company or any of the foregoing persons or entities if any representation, or warranty set forth in this Section 17.0 is false, if such Member is in violation or breach of any of such Member's covenants hereunder or if such Member engages in any sale or distribution of the securities in violation of the Act or applicable state securities laws or regulations or in a manner which is contrary to such Member's representations, warranties and covenants set forth herein.

17.9 Exemption. Each Member understands that this offer and sale is being made by the Company in reliance upon the exemption from Federal and Nevada registration requirements provided by Section 4(2) of the Securities Act of 1933 and

Nevada Corporations Code Section 25102(f); and the regulations promulgated thereunder, as amended.

17.10 Advertisement. Each Member represents that the purchase of these Units was not, to the best of such Member's knowledge, accomplished by the publication of any advertisement. For these purposes, the publication of an advertisement means the dissemination to the public of any written, spoken or printed communication by means of mail, messages, recorded telephone, any newspaper, magazines or similar media, broadcast over radio or television or other media.

17.11 Other. Each Member acknowledges that the Units are subject to restrictions on transfer as set forth in this Section 17.0. The Company is under no obligation to cause the Member's Units to be registered or qualified under the Act or the applicable state securities laws.

17.12 Profit Distribution. Members will earn a ten percent preferred return on their capital investment on a first-money out treatment. In other words, no profits will be earned by any of the Members or Managers until all of the equity invested, plus accrued preferred interest, is paid to the Members as a first priority. Subsequently, the Managers will then be paid a 10% commission of any gross sales, joint-venture, or lease. The remaining percent of profits will then be distributed evenly amongst the existing members as per their ownership percentage interests within The Company.

#### 18.0 MISCELLANEOUS.

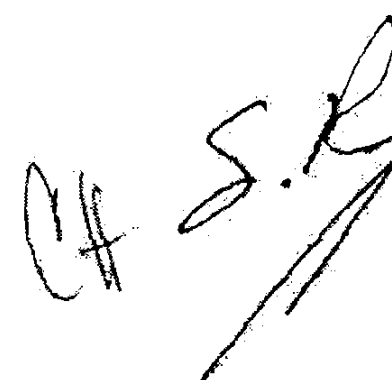
18.1 Validity. If any portion of this Operating Agreement is held invalid or inoperative, then the remainder of this Operating Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the invalid or inoperative portion.

18.2 Effect of Charging Order. The interest of a Member subject to a charging order may not be foreclosed upon or otherwise sold pursuant to court order without the express Written consent of all of the Members, other than the Member whose interest is so charged.

18.3 Captions. Section titles or captions contained are only a matter of convenience. They do not define, modify, limit, extend or describe the scope of this Operating Agreement, nor are they relevant as to intent.

18.4 Construction. This Operating Agreement shall be construed in accordance with the laws of the State notwithstanding any choice of law or conflict of law provisions or defenses.

18.5 Gender. The masculine, feminine, or neuter gender shall each be deemed to include the other, where necessary, to give a logical, consistent, or equitable meaning

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to a specific provision. The plural shall be deemed to include the singular number, and vice versa.

18.6 Benefits. Except as otherwise specifically provided, this Operating Agreement shall bind and inure to the benefit of the parties and their personal representatives, successors, and assigns. This Operating Agreement, specifically, binds any Assignees.

18.7 Notice. Any notice given under this Operating Agreement shall be In Writing and shall be served either personally or delivered by electronic means or U.S. mail, postage prepaid, first class, and/or email. Notice shall be deemed given at the time of personal delivery, which includes transmission by fax or other electronic means, or delivery to a common carrier, or upon deposit in the United States mail. Each Member shall provide the Company with an address to which notices intended for that Member may be delivered. The Company shall maintain the address of each Member on Exhibit "A" hereof, and shall provide a copy of Exhibit "A" to any Member who requests it. Any Member may change the address for notices by giving appropriate notice under this Section 18.7.

18.8 Partition. Each Member irrevocably waives any and all rights to maintain any action for partition of any Property of the Company or the right to obtain title to any Property of the Company.

18.9 Counterparts. This Operating Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Operating Agreement. The Members may attach all of the Members' signature pages to one copy of this Operating Agreement, and that Agreement shall constitute an original.

18.10 Warranty of Authority. Anyone signing this Operating Agreement on behalf of a partnership, corporation, trust or limited liability company warrants that he has been duly authorized on behalf of that partnership, corporation, trust or limited liability company and, in the case of a limited partnership, corporation or limited liability company, it is valid, existing and in good standing.

18.11 Entire Agreement. This Operating Agreement supersedes any prior agreement and contains the entire agreement of the Members relating to the rights granted and obligations assumed in this Operating Agreement. No other agreement, statement or promise made by any Member, Officer, or Manager or by any employee, agent or officer of any Board that is not In Writing and signed by the Board shall be binding.

18.12 Governing Law And Venue. All questions concerning this Agreement, its construction, and the rights and liabilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Nevada as applied to contracts which are executed and performed entirely within the State. For purposes

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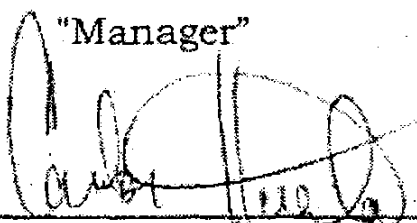
of this Agreement each of the parties hereto consents to the personal jurisdiction of any federal or state court located in the County of Clark, State of Nevada, with subject matter jurisdiction, and agrees that such courts in Clark County shall have the exclusive venue over such proceeding. The parties hereto also agree not to raise any claim or argument that such court is an inconvenient forum with respect to the adjudication of such proceeding, or that another court is more appropriate.

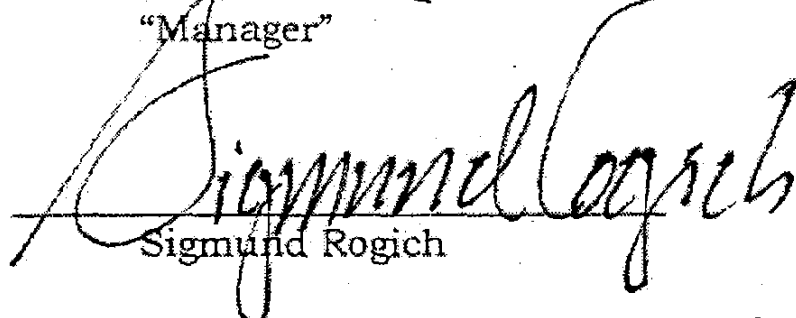
18.13 Spousal Consent. Each Member that is an individual has obtained the consent of his or her spouse to enter into this Operating Agreement and each Member's spouse agrees to all of the provisions of this Operating Agreement.

18.14 Attorney's Fees. If a lawsuit, arbitration, or other proceedings are instituted by any party to enforce any of the terms or conditions of this Operating Agreement against any other party hereto, the prevailing party in such litigation, arbitration, or proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees (including but not limited to expert witness fees), court costs, arbitrators' fees, arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings as may be fixed by any court of competent jurisdiction, arbitrator, or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award. For the purposes of this Section 18.14, any party receiving an arbitration award or a judgment for damages or other amounts shall be deemed to be the prevailing party, regardless of amount of the damage awarded or whether the award or judgment was based upon all or some of such party's claims or causes of action.

18.16 Waiver of Conflict of Interest. Since this Operating Agreement sets forth the parties' rights and obligations there is a conflict of interest among them. Due to these conflicts, the Firm advised each party that it is in their best interest to seek the advice of independent legal counsel other than the Firm. Despite the fact that Go Global, Inc., (a Nevada Corporation) prepared this Operating Agreement on behalf of the Company and has or may have rendered advice to the Members at different times, each Member waives any actual or potential conflict of interest with respect to or against Go Global, Inc., with respect to any matter associated with, or arising from, the negotiation and consummation of this Operating Agreement.

19.0 By execution hereof, Go Global, Inc., and Sigmund Rogich will each hereby act as the Managers of the Company:

"Manager"  
  
 Carlos Huerta on behalf of Go Global, Inc.

"Manager"  
  
 Sigmund Rogich

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Exhibit A

Membership. The following is a list of all members who will all have the right to participate and/or proxy their interests in The Company according to their percentage(s) indicated down below.

"MEMBERS"

Go Global, Inc., and The Rogich Family Irrevocable Trust will each hold their operating addresses as: 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109, and will each retain ownership of Membership Rights, Equity, and Interests within The Company, but, unless amended, Go Global, Inc., and The Rogich Family Irrevocable Trust have each been given the authority to act as, and in place of, the Members for any and all contractual matters. Go Global, Inc., or The Rogich Family Irrevocable Trust ("Rogich") may bind the Company in all matters, signatures of both are unnecessary. Additionally, Antonio Nevada, LLC ("Antonio"), with an address of 3441 S. Eastern Avenue, Las Vegas, NV 89109 will be a member of the Company and hold an 8.333% interest/ownership within the Company. Go Global, Inc and Rogich will hold the rest of the equity, in the Company, until this agreement is amended, but Antonio will maintain its 8.33% interest and will not be diluted unless additional capital is required, from members, at a later date.

"MANAGER & MEMBER"

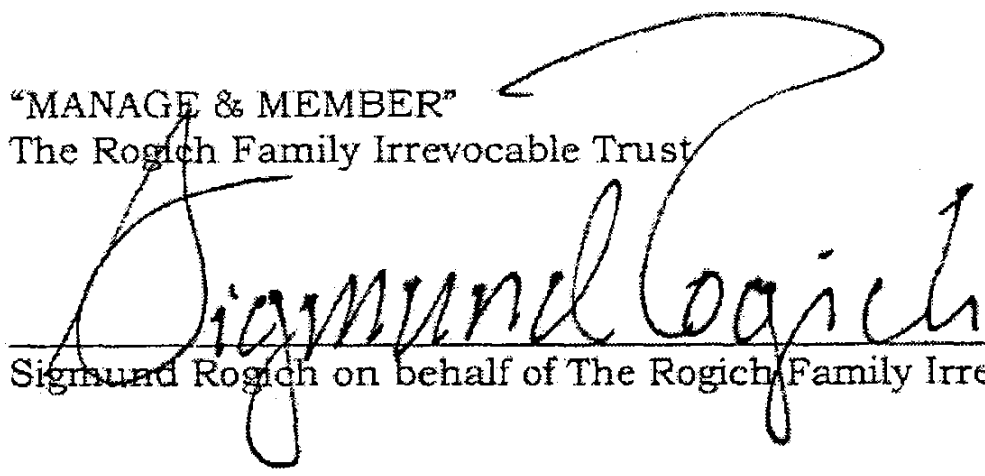
Go Global, Inc.



\_\_\_\_\_  
Carlos Huerta on behalf of Go Global, Inc.

"MANAGE & MEMBER"

The Rogich Family Irrevocable Trust

  
\_\_\_\_\_  
Sigmund Rogich on behalf of The Rogich Family Irrevocable Trust
"MEMBER"
  
\_\_\_\_\_  
Antonio Nevada LLC (8.33% equity position within The Company)

## GENERAL CONTINUING GUARANTY

This Guaranty ("Guaranty") is a personal continuing guarantee given by the undersigned guarantors ("Guarantors"), to **Antonio Nevada, LLC, a Nevada Limited Liability Company** ("Antonio").

### **RECITALS**

A. **WHEREAS** Go Global, Inc. (a Nevada Corporation), Carlos Huerta, and Sig Rogich with addresses at 3980 Howard Hughes Parkway, #550, Las Vegas, NV 89109 ("Guarantor") ("Debtor") is simultaneously entering into a set of agreements on the date hereof (the "Agreements") with Antonio or its affiliates and has requested that Antonio issue the funds, directly to Guarantor's Nevada State Bank Account Number: 0612027938, to be utilized by Guarantors for an investment within Clark County Nevada (under a purchasing entity by the name of Eldorado Hills, LLC, a Nevada limited liability company), whereby this investment is contemplated on occurring on/or by September 13, 2006; and

B. **WHEREAS**, Guarantors for their own interests wish to induce Antonio to enter into the Agreements (Agreement in Principle); and

C. **WHEREAS**, Antonio has advised Guarantors that Antonio will not enter into the Agreements unless, inter alia, Guarantors unconditionally guarantee pursuant hereto the performance of all of Debtor's obligations arising out of or in connection with the Agreements; and

D. **WHEREAS**, once the Agreement in Principle is adhered to in full, this personal guaranty will be completely nullified and unenforceable by Antonio with the original document being returned by Antonio to Guarantors with a hand-written acknowledgment that it this agreement has been fully satisfied by Guarantor(s).

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

### **WITNESSETH:**

1. **The Guaranty.** Guarantors acknowledge that they are aware of the terms and conditions of the Agreements, and do hereby irrevocably and unconditionally guaranty, without offset or deduction, jointly and severally, the due and punctual payment when due by Debtor of all moneys now or hereafter due Antonio pursuant to the Agreements (collectively, "Payment Obligations") and the prompt and proper performance by Debtor of all of its obligations to Antonio pursuant to the Agreements, other than those relating to the payment of money (collectively, "Non-Payment Obligations") (all such Payment Obligations and Non-Payment Obligations being hereinafter collectively referred to as the "Obligations"). Guarantors agree that in the event that Debtor fails to pay any Payment Obligation or perform any Non-Payment Obligation for any reason whatsoever (including, without limitation, the liquidation, insolvency, bankruptcy, reorganization, arrangement or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of, Debtor, or the disaffirmance with respect to Debtor of any of the Agreements, Guarantors will promptly pay or perform, as the case may be, such Obligations upon demand of Antonio. To the fullest extent permitted by law, the obligations of Guarantors hereunder shall not be affected by (a) any lack in the genuineness, validity, regularity or enforceability of any of the Debtor's obligations under the Agreements; (b) any direction of application by Debtor or any other party; (c) any other continuing or other guaranty or undertaking or the taking or releasing by Antonio of any security or any further security in connection with the Agreements; (d) any payment on or in reduction of any other guaranty or undertaking; or (e) any dissolution, termination, or increase, decrease or changes of personnel of Debtor.



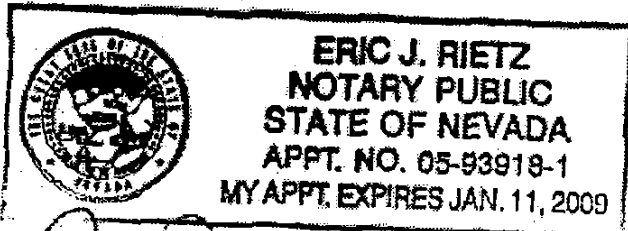
2. **Waiver of Defenses.** Guarantors waive any right to require Antonio to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Antonio's power whatsoever. Guarantors waive any defense based on or arising out of any defense of Debtor other than payment in full and performance of the Obligations, including without limitation any defense based on or arising out of the disability of Debtor, the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Debtor other than payment in full and performance of the Obligations. Antonio may, at its election, foreclose on any security held by Antonio by one or more judicial sales, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Antonio may have against Debtor, or any security, without affecting or impairing in any way the liability of Guarantors under this Guaranty, except to the extent the Obligations have been paid or performed. Guarantors waive any defense arising out of such an election by Antonio, even if the election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Guarantors against Debtor or any security. Guarantors waive all presentments, demands for performance, notices of protest, notices of dishonor and notices of acceptances of this Guaranty. Guarantors assume all responsibility for keeping informed of Debtor's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment or nonperformance of the Obligations and the nature, scope, and extent of the risks that Guarantors assume and incur under this Guaranty, and agree that Antonio shall have no duty to advise Guarantors of information known to it regarding those circumstances or risks.
3. **Guaranty Absolute and Continuing.** To the fullest extent permitted by law, Guarantors agree that their obligations hereunder are absolute and shall not be affected by (a) any failure of Antonio, inadvertent or deliberate, to protect, secure, insure, perfect or realize upon, or any negligence by Antonio with respect to, any collateral, security interest or lien which may secure any Obligations or the obligations of Guarantors hereunder, (b) any amendment, waiver, renewal, compromise, extension, acceleration or other modification of the terms of the Agreements or (c) any other circumstances which might otherwise constitute a legal or equitable defense to or discharge of the obligation of a surety or a guarantor. This is a continuing guaranty of payment with respect to the Payment Obligations and not of collection. A separate action or actions may be brought and prosecuted against Guarantors whether or not action is brought against Debtor or whether or not Debtor be joined in any such action or actions. Guarantors waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability under this Guaranty. Any payment by Debtor or other circumstance that operates to toll any statute of limitations as to Debtor shall also operate to toll the statute of limitations as to Guarantors. If any Guarantor is a married person, he or she agrees that recourse may be had against his separate property for his obligations under the Guaranty.
4. **Enforceability of Guaranty.** In the event that Antonio shall be stayed or otherwise precluded by any law or rule, or any order of any court, from proceeding against Debtor with respect to any Payment Obligations, Guarantors hereby agree, to the fullest extent permitted by law, that for purposes of this Guaranty Antonio may nevertheless cause such Payment Obligations to become immediately due and payable by Guarantors by a notice to such effect; and that Guarantors shall thereupon pay all such Payment Obligations in full or, as Antonio may direct, purchase all such Payment Obligations owed to Antonio (without recourse) by paying the full amount thereof to Antonio in cash.
5. **Subsequent Recovery from Antonio.** If any claim is ever made upon Antonio for repayment or recovery of any amount or amounts received by it in payment or on account of any of the Obligations, Antonio shall promptly notify Guarantors and extend to Guarantors reasonable opportunity to defend the same at the expense of Guarantors, and if Antonio repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body or (b) any settlement or compromise of any such claim effected in good faith by Antonio with any such claimant, Guarantors agree that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantors, and Guarantors shall be and remain liable to Antonio hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Antonio.

6. **Subordination.** Any indebtedness of Debtor now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Debtor to Antonio, and all such indebtedness of Debtor to Guarantors, if Antonio so requests, shall be collected, enforced, and received by Guarantors as trustee for Antonio and be paid over to Antonio on account of the indebtedness of Debtor to Antonio, without affecting or impairing in any manner the liability of Guarantors under the other provisions of this Guaranty.
7. **Waiver; Modification.** No delay on the part of Antonio in exercising any of its options, powers, or rights, and no partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by Antonio unless the same shall be in writing, duly signed on behalf of Antonio and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the right of Antonio or the obligations of Guarantors in any other respect at any other time.
8. **Choice of Law and Venue; Service of Process.** THE VALIDITY OF THIS GUARANTY, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF GUARANTORS AND LENDERS, SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST GUARANTORS WITH RESPECT TO THIS GUARANTY MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, GUARANTORS ACCEPT, FOR THEMSELVES AND IN CONNECTION WITH THEIR RESPECTIVE ASSETS, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREE TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS GUARANTY FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Guaranty as of the day and year first written above.

Carlos Huerta

Carlos Huerta on behalf of Go-Global, Inc.



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Carlos Huerta

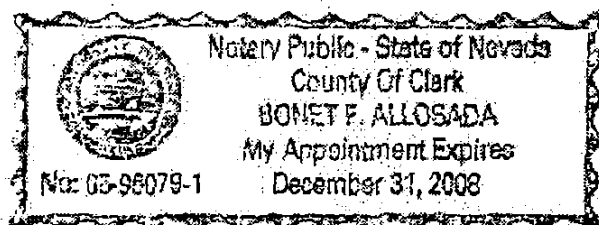
Sig Rogich

State of Nevada

County of Clark

This instrument was acknowledged before me on

September 11, 2006 by Sig Rogich



(Notary Public Signature)

## **Eldorado Hills, LLC**

### **Private Offering of Membership Interest within Company**

#### **SUBSCRIPTION AGREEMENT**

1. **SUBSCRIPTION.** The undersigned (the "Subscriber") hereby makes application to purchase interests, to be issued by Eldorado Hills, LLC, a Nevada limited liability company with addresses at 3980 Howard Hughes Pkwy #550, Las Vegas, NV 89109 (the "Company") that is specified in Item 6 below (the "Shares").

2. **ACCEPTANCE OF SUBSCRIPTION.** It is understood and agreed that the Company shall have the right at any time prior to receipt of notice of cancellation from the Subscriber to accept or reject this Subscription Agreement, in whole or in part, and that the same shall be deemed to be accepted by the Company only when it is signed by the Company.

3. **REPRESENTATIONS OF SUBSCRIBER.** The undersigned Subscriber represents and warrants to the Company as follows:

- (A) I have relied solely upon (a) the information regarding the Company available online at [www.co.clark.nv.us/](http://www.co.clark.nv.us/) and my own personal review of the project and property and not from relying on any representation(s) that have been made either orally or written that have not been signed by the Company and (b) any information furnished in written form by the Company to me and signed by the Company. I am not relying upon any oral representations or other written information in making the decision to purchase the Shares subscribed for herein;
- (B) I recognize that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act") or under the securities laws of any state, and, therefore, cannot be resold unless the Shares are registered under the Act or unless an exemption from registration is available. I further recognize that no public agency has passed upon the accuracy or adequacy of any information presented by the Company in connection with this offering or the fairness of the terms of the offering;
- (C) I am acquiring the Shares for my own account for long-term investment and not with a view toward resale, fractionalization or division, or distribution thereof, and I do not presently have any reason to anticipate any change in my circumstances, financial or otherwise, or any particular occasion or event which would necessitate or require my sale or distribution of the Shares;
- (D) I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Company and of

making an informed investment decision, and do not require a Purchaser Representative;

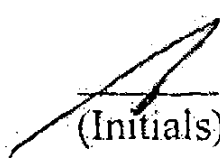
- (E) I recognize that the Company is a newly-formed enterprise without any significant operating history, that an investment in the Company is very speculative, and that the total amount of funds tendered to purchase the Shares is placed at the risk of the business and may be completely lost;
- (F) I understand that the books and records of the Company will be available for inspection during this offering, upon reasonable notice, during reasonable business hours at the Company's place of business;
- (G) I have been provided access to any information I requested in evaluating my purchase of the Shares; and
- (H) I have been presented with the opportunity to ask questions and receive answers from officers of the Company relating to the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of the information made available to me.

4. **ACCREDITED INVESTORS.** Please initial one of the following items:

A. The undersigned Subscriber is an Accredited Investor (as defined by the Regulations of the Securities and Exchange Commission) because the undersigned:

\_\_\_\_\_ is a natural person who has an individual net worth, or joint net worth with that  
(Initials) person's spouse, of more than \$1,000,000; or

\_\_\_\_\_ is a natural person who had an individual income in excess of \$200,000 (or \$300,000  
(Initials) (jointly with my spouse) in each of the two most recent years and who reasonably expects an income in excess of \$200,000 (or \$300,000 jointly with my spouse) in the current year; or

 is an entity in which all of the equity owners fall within one of the categories set forth  
(Initials) above; or

\_\_\_\_\_ is an entity not formed for the specific purpose of acquiring the Shares with total assets  
(Initials) in excess of \$5,000,000; or

\_\_\_\_\_ is otherwise an Accredited Investor as defined in Section 501(a)(1) through (8) of  
(Initials) Regulation D under the Securities Act of 1933.

\_\_\_\_\_ B. The undersigned is not an Accredited Investor.

(Initials)

(NOTE: Subscriptions will not be accepted from any person or entity that is not an Accredited Investor.

5. **DECLARATION OF RESIDENCE.** The undersigned represents and warrants to the Company that I am a resident of the State noted on the signature page of this Agreement, by reason of the fact that (initial one):

           (if the undersigned is a natural person) I occupy a dwelling within that State and intend to remain a resident of that State for an indefinite period of time.

  A   (if the undersigned is a business entity) the undersigned maintains a place of business in that State.

6. **SHARES.** The undersigned hereby subscribes to purchase Shares as follows:

           Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00) for an interest equal to 8.33% of the Company. This offer expires at 4:00 PM September 12th, 2006. This offer is made in good faith and is not an obligation of the Company.

7. **TYPE OF OWNERSHIP.** (CHECK ONE)

           INDIVIDUAL OWNERSHIP

           JOINT OWNERSHIP  
(Two signatures required)

           PARTNERSHIP  
(Please include a copy of the partnership agreement authorizing Signature)

           TRUST  
(Please include name of trust, name of trustee, and date trust was formed and copy of trust agreement or other authorization)

  A   CORPORATION  
(Please include certified resolution authorizing signature)

8. **BINDING EFFECT.** This Subscription Agreement is executed this 12 day of SEPTEMBER, 2006, and shall bind the parties hereto and their respective heirs, executors, administrators, distributees, successors and assigns.

THE UNDERSIGNED REPRESENTS THAT (S)HE HAS READ THIS  
SUBSCRIPTION AGREEMENT IN ITS ENTIRETY.

Antonio Nevada, LLC

Investor #1 (type or print name)

3441 S. Eastern Ave

Address (Street)

Las Vegas NV 89109

City

State

Zip

Signature

(41) 497-4960

Telephone Number

20-5509798

Social Security or Taxpayer ID

Investor #2 (type or print name)

Signature

Address (Street)

( )

Telephone Number

City

State

Zip

Social Security or Taxpayer ID

ACCEPTED BY THE COMPANY THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 2006

Eldorado Hills, LLC.

By:

Carlos Huerta

Carlos Huerta

Managing Member

AMENDMENT TO GENERAL CONTINUING GUARANTY

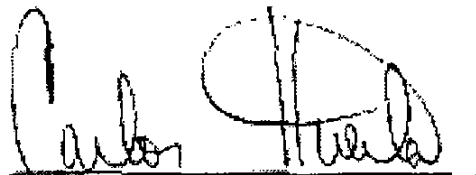
In conjunction with the "Agreement In Principle" between Antonio Nevada, LLC, and Eldorado Hills, LLC, which executed on September 12, 2006, a General Continuing Guaranty in favor of Antonio Nevada, LLC, was also executed by Carlos Huerta, Sig Rogich, and Go Global, Inc. ("Guaranty").

The Guaranty is hereby amended as follows: All of the three million dollar (\$3,000,000.00) investment of Antonio Nevada, LLC, shall be treated as "Payment Obligation" under the Guaranty.

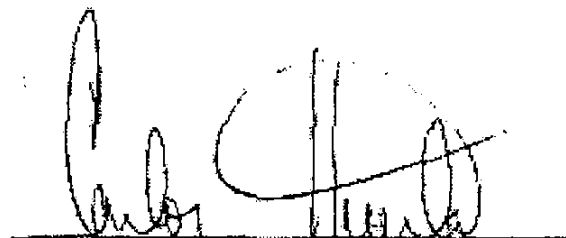
Except as specifically amended above, all of the remaining terms and conditions set forth in the Guaranty shall remain as set forth therein.

Executed as to the Amendment to the Guaranty by its guarantors:

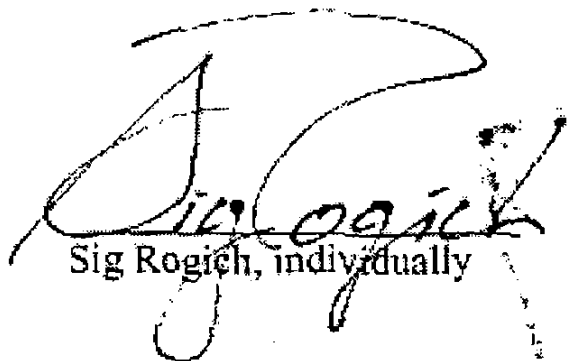
Go Global, Inc.



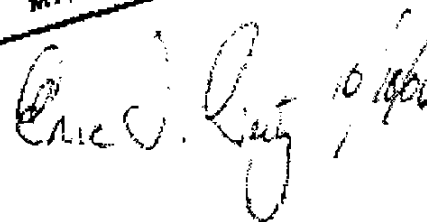
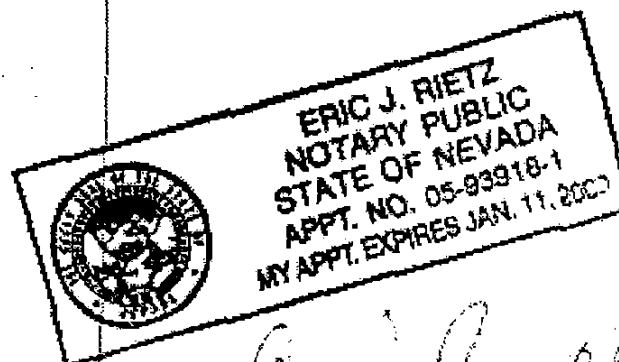
Carlos Huerta, President



Carlos Huerta, individually



Sig Rogich, individually



# **EXHIBIT 3**



## 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:

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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

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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.

(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.

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(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.

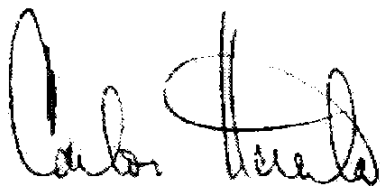
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

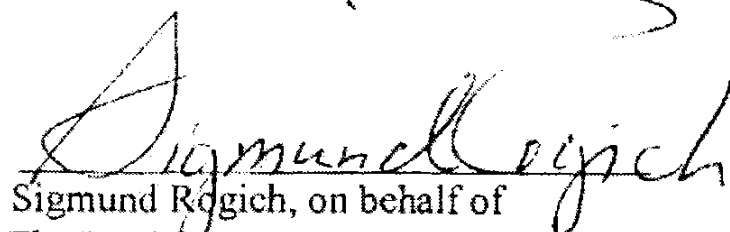
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



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

(4)

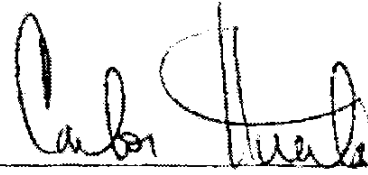
EXHIBIT "B"

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 4

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Nevada				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): <b>Go Global, Inc.</b>			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>DBA Go Global Properties; DBA Go Global Commercial Real Estate</b>			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <b>88-0432565</b>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)		
Street Address of Debtor (No. and Street, City, and State): <b>3060 E. Post Road #110 Las Vegas, NV</b> <div style="text-align: right; font-size: small;">ZIP Code <b>89120</b></div>			Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; font-size: small;">ZIP Code</div>		
County of Residence or of the Principal Place of Business: <b>Clark</b>			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>			Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>		
Location of Principal Assets of Business Debtor (if different from street address above): <b>3060 E. Post Road #110 Las Vegas, NV 89120</b>					
<b>Type of Debtor</b> (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <hr/> <b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <hr/> <b>Nature of Debts</b> (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. <hr/> <b>Estimated Number of Creditors</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <span><input checked="" type="checkbox"/> 1-49</span> <span><input type="checkbox"/> 50-99</span> <span><input type="checkbox"/> 100-199</span> <span><input type="checkbox"/> 200-999</span> <span><input type="checkbox"/> 1,000-5,000</span> <span><input type="checkbox"/> 5,001-10,000</span> <span><input type="checkbox"/> 10,001-25,000</span> <span><input type="checkbox"/> 25,001-50,000</span> <span><input type="checkbox"/> 50,001-100,000</span> <span><input type="checkbox"/> OVER 100,000</span> </div> <b>Estimated Assets</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <span><input checked="" type="checkbox"/> \$0 to \$50,000</span> <span><input type="checkbox"/> \$50,001 to \$100,000</span> <span><input type="checkbox"/> \$100,001 to \$500,000</span> <span><input type="checkbox"/> \$500,001 to \$1 million</span> <span><input type="checkbox"/> \$1,000,001 to \$10 million</span> <span><input type="checkbox"/> \$10,000,001 to \$50 million</span> <span><input type="checkbox"/> \$50,000,001 to \$100 million</span> <span><input type="checkbox"/> \$100,000,001 to \$500 million</span> <span><input type="checkbox"/> \$500,000,001 to \$1 billion</span> <span><input type="checkbox"/> More than \$1 billion</span> </div> <b>Estimated Liabilities</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <span><input type="checkbox"/> \$0 to \$50,000</span> <span><input type="checkbox"/> \$50,001 to \$100,000</span> <span><input type="checkbox"/> \$100,001 to \$500,000</span> <span><input type="checkbox"/> \$500,001 to \$1 million</span> <span><input type="checkbox"/> \$1,000,001 to \$10 million</span> <span><input checked="" type="checkbox"/> \$10,000,001 to \$50 million</span> <span><input type="checkbox"/> \$50,000,001 to \$100 million</span> <span><input type="checkbox"/> \$100,000,001 to \$500 million</span> <span><input type="checkbox"/> \$500,000,001 to \$1 billion</span> <span><input type="checkbox"/> More than \$1 billion</span> </div>					<b>THIS SPACE IS FOR COURT USE ONLY</b>

B1 (Official Form 1)(1/08)

Page 2

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>Go Global, Inc.</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed: <b>- None -</b>	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>Carlos A. Huerta and Christine H. Huerta</b>	Case Number: <b>10-14456-bam</b>	Date Filed: <b>3/18/10</b>	
District: <b>Nevada</b>	Relationship: <b>President</b>	Judge: <b>Bruce A. Markell</b>	
<b>Exhibit A</b>  (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).  <b>X</b> _____ Signature of Attorney for Debtor(s) (Date)	
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="text-align: center;">           _____            (Name of landlord that obtained judgment)         </div>  <div style="text-align: center;">           _____            (Address of landlord)         </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

B1 (Official Form 1)(1/08)

Page 3

**Voluntary Petition***(This page must be completed and filed in every case)*

Name of Debtor(s):

**Go Global, Inc.****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_  
Signature of Debtor

**X** \_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Telephone Number (If not represented by attorney)

\_\_\_\_\_  
Date

**Signature of Attorney\***

**X** /s/ Samuel A. Schwartz. Esq.  
Signature of Attorney for Debtor(s)

**Samuel A. Schwartz. Esq. 10985**

Printed Name of Attorney for Debtor(s)

**The Schwartz Law Firm**

Firm Name

**626 South Third Street  
Las Vegas, NV 89101**

\_\_\_\_\_  
Address

**Email: sam@schwartzlawyers.com**

**(702) 385-5544 Fax: (702) 385-2741**

\_\_\_\_\_  
Telephone Number

**March 23, 2010**

\_\_\_\_\_  
Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** /s/ Carlos A. Huerta  
Signature of Authorized Individual

**Carlos A. Huerta**

Printed Name of Authorized Individual

**President**

\_\_\_\_\_  
Title of Authorized Individual

**March 23, 2010**

\_\_\_\_\_  
Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_  
Signature of Foreign Representative

\_\_\_\_\_  
Printed Name of Foreign Representative

\_\_\_\_\_  
Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

**X** \_\_\_\_\_

\_\_\_\_\_  
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.*

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court**  
**District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No.

Chapter

11

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148			3,800,000.00
Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018	Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018			806,000.00 (0.00 secured)
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Credit Card		46,774.00
City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938	City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938			11,100,000.00 (0.00 secured)
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees		57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			1,000,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			995,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			654,000.00 (0.00 secured)
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			639,236.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	Real Estate Loan		4,100,000.00 (0.00 secured)



B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.**

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

Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**  
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
<b>Zions Bank 401 N. Capital Idaho Falls, ID 83402</b>	<b>Zions Bank 401 N. Capital Idaho Falls, ID 83402</b>			<b>617,763.00</b> <b>(0.00 secured)</b>

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **March 23, 2010**

Signature **/s/ Carlos A. Huerta**  
**Carlos A. Huerta**  
**President**

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.*

Go Global, Inc.  
3060 E. Post Road #110  
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.  
The Schwartz Law Firm  
626 South Third Street  
Las Vegas, NV 89101

United States Trustee  
300 Las Vegas Blvd. South #4300  
Las Vegas, NV 89101

Dept of Employment, Training and Rehab  
Employment Security Division  
500 East Third Street  
Carson City, NV 89713

IRS  
P.O. Box 21126  
DPN 781  
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section  
555 E. Washington Ave. #1300  
Las Vegas, NV 89101

American Express  
Acct No 372717347753005  
PO Box 0001  
Los Angeles, CA 90096-0001

Antonio Nevada, LLC  
8880 W. Sunset Road  
3rd Floor  
Las Vegas, NV 89148

Azure Seas, LLC  
5024 E. Lafayette Blvd  
Phoenix, AZ 85018

Bank Of America  
Acct No 68181004915099  
Po Box 26078  
Greensboro, NC 27420

Carlos A. Huerta  
3060 E. Post Rd. #110  
Las Vegas, NV 89120

City National Bank  
P.O. Box 60938  
Los Angeles, CA 90060-0938

Gordon & Silver  
3960 Howard Hughes Pkwy  
9th Floor  
Las Vegas, NV 89169

Hugo R. Paulson  
5024 E. Lafayette Blvd.  
Phoenix, AZ 85018

Nevada State Bank  
Acct No 0180910033179005001  
P.O. Box 990  
Las Vegas, NV 89125

One Cap Financial  
5440 W. Sahara Avenue  
3rd Floor  
Las Vegas, NV 89145

Phillip M. Stone  
6900 McCarran Blvd.  
Ste. 2040  
Reno, NV 89509

Zions Bank  
Acct No 0010039798978529001  
401 N. Capital  
Idaho Falls, ID 83402

# **EXHIBIT 5**

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court**  
**District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAMChapter 11

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Signature Loan	Contingent	3,800,000.00
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Personal loan		41,200.00
Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Legal Consulting		4,800.14
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Business Line of Credit		46,774.04
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees	Disputed	57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC	Contingent Disputed	1,803,000.00
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Legal Consulting		17,346.91
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	Accounting/Consulting		6,000.00

B4 (Official Form 4) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor(s)

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**  
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Mt. Charleston Lodge (owned by Mount Charleston View, LLC)		1,709,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	3060 E. Post Road, #110 Las Vegas, NV 89120		654,000.00 (0.00 secured)
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Business Line of Credit		653,000.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	290 Acres in Nye County, NV 300 acre-feet of water rights	Contingent	4,100,000.00
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	Legal bills		154,900.00
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125			617,763.00

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date June 4, 2010

Signature /s/ Carlos A. Huerta  
**Carlos A. Huerta**  
**President**

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
 18 U.S.C. §§ 152 and 3571.*

B6 Summary (Official Form 6 - Summary) (12/07)

**United States Bankruptcy Court**  
**District of Nevada**

In re Go Global, Inc.

Debtor

Case No. 10-14804-BAMChapter 11

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	4,000.00		
B - Personal Property	Yes	5	10,683,395.23		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		654,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		13,013,784.09	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		14			
Total Assets			10,687,395.23		
Total Liabilities				13,667,784.09	

Form 6 - Statistical Summary (12/07)

**United States Bankruptcy Court  
District of Nevada**In re Go Global, Inc.

Debtor

Case No. 10-14804-BAMChapter 11**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

**State the following:**

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20 )	

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	
4. Total from Schedule F	
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	



B6A (Official Form 6A) (12/07)

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1255 Empire Avenue Park City, Utah, 84060 Timeshare 100% Interest		-	4,000.00	0.00

Sub-Total > **4,000.00** (Total of this page)

Total > **4,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		<b>Petty Cash</b>	-	<b>2,000.00</b>
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<b>Bank of America checking account number ending in 9840 Carlos A. Huerta dba Go Global</b>	-	<b>3,188.22</b>
		<b>Bank of America checking account number ending in 4274</b>	-	<b>4,561.79</b>
		<b>Nevada State Bank account number ending in 4471</b>	-	<b>9,266.61</b>
		<b>Bank of America Business Interest Maximizer account ending in 5642</b>	-	<b>1,728.44</b>
3. Security deposits with public utilities, telephone companies, landlords, and others.	<b>X</b>			
4. Household goods and furnishings, including audio, video, and computer equipment.	<b>X</b>			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		<b>Frames, Posters, Photographs</b>	-	<b>1,500.00</b>
6. Wearing apparel.	<b>X</b>			
7. Furs and jewelry.	<b>X</b>			
8. Firearms and sports, photographic, and other hobby equipment.		<b>Gym equipment</b>	-	<b>2,500.00</b>
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	<b>X</b>			

Sub-Total > **24,745.06**  
(Total of this page)

4 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		Las Vegas Silicon Valley, LLC 50% Interest	-	5,000.00
		ACND 1431, LLC 15% Interest	-	292,500.00
		Canamex Nevada, LLC 1.0% Interest	-	14,000.00
		Charleston Falls, LLC 77.7% Interest	-	1,416,666.67
		Dean Martin, LLC 9.0% Interest	-	0.00
		HC Waterstone, LLC 99.9% Interest	-	0.00
		Homestead 2001, LLC 7.4% Interest	-	150,000.00
		HPCH, LLC 100% Interest	-	150,000.00
		Jonathan Company, LLC 23.1% Interest	-	0.00
		McCarran Development, LLC	-	0.00
		Realized Gains, LLC 50% Interest	-	0.00
		San Lucas, LLC 50% Interest	-	0.00

Sub-Total > 2,028,166.67  
(Total of this page)

Sheet 1 of 4 continuation sheets attached  
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		The Villages, LLC 99.0% Interest	-	50,000.00
		War Admiral, LLC 18% Interest	-	400,000.00
		Pecan Street Plaza, LLC 15.9% Interest	-	165,000.00
		Greater Ashton, LLC 85% Interest	-	1,176,000.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable		John deVries/Gimme Sum Worldwide	-	3,111,041.00
		Alex Maynard	-	90,305.00
		Thaddeus A Wier	-	127,834.00
		Daniel DeARmas	-	237,945.00
		Moses Johnson	-	48,129.00
		Sig Rogich	-	2,747,729.50
		IRS	-	300,000.00
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			

Sub-Total > **8,453,983.50**  
(Total of this page)

Sheet 2 of 4 continuation sheets attached  
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

### SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		10% ownership interest in the rights to the potential purchase of a Henderson, NV property totaling 12.5 acres (known as the "St. Rose" property)	-	170,000.00
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Copy Maching, Printer, Computer, Video Projector, Computer Monitors	-	6,500.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			

Sub-Total > **176,500.00**  
(Total of this page)

Sheet 3 of 4 continuation sheets attached  
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.	<b>X</b>			

Sub-Total >	<b>0.00</b>
(Total of this page)	
Total >	<b>10,683,395.23</b>

(Report also on Summary of Schedules)

Sheet 4 of 4 continuation sheets attached  
to the Schedule of Personal Property

B6D (Official Form 6D) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. <b>0180910033179005001</b>	<b>X</b>		<b>3060 E. Post Road, #110 Las Vegas, NV 89120</b>					
<b>Nevada State Bank P.O. Box 990 Las Vegas, NV 89125</b>			Value \$ <b>0.00</b>				<b>654,000.00</b>	<b>654,000.00</b>
Account No.								
Account No.								
Account No.								
			Value \$					
Subtotal (Total of this page)							<b>654,000.00</b>	<b>654,000.00</b>
Total (Report on Summary of Schedules)							<b>654,000.00</b>	<b>654,000.00</b>

0 continuation sheets attached

B6E (Official Form 6E) (12/07)

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached



B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. <b>372717347753005</b>  <b>American Express</b> <b>PO Box 0001</b> <b>Los Angeles, CA 90096-0001</b>	X	-	<b>Credit Card</b>				<b>3,000.00</b>
Account No.  <b>Antonio Nevada, LLC</b> <b>8880 W. Sunset Road</b> <b>3rd Floor</b> <b>Las Vegas, NV 89148</b>	X	-	<b>Signature Loan</b>	X			<b>3,800,000.00</b>
Account No.  <b>Arie Fisher</b> <b>16 Rashi Street</b> <b>Ra'anana, Israel 43214</b>	-		<b>Personal loan</b>				<b>41,200.00</b>
Account No. <b>31157</b>  <b>Bailus Cook &amp; Kelesis</b> <b>400 S. Fourth Street, Suite 300</b> <b>Las Vegas, NV 89101</b>	-		<b>Legal Consulting</b>				<b>4,800.14</b>
Subtotal (Total of this page)							<b>3,849,000.14</b>

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. <b>68181004915099</b>	X	-	<b>Business Line of Credit</b>				<b>46,774.04</b>
<b>Bank Of America</b> <b>Po Box 26078</b> <b>Greensboro, NC 27420</b>							
Account No.	X	-	<b>Legal Fees</b>			X	<b>57,000.00</b>
<b>Gordon &amp; Silver</b> <b>3960 Howard Hughes Pkwy</b> <b>9th Floor</b> <b>Las Vegas, NV 89169</b>							
Account No.	X	-	<b>Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC</b>	X		X	<b>1,803,000.00</b>
<b>Hugo R. Paulson</b> <b>5024 E. Lafayette Blvd.</b> <b>Phoenix, AZ 85018</b>							
Account No.	X	-	<b>Legal Consulting</b>				<b>17,346.91</b>
<b>Kolesar &amp; Leatham</b> <b>3320 W. Sahara Avenue, Ste. 380</b> <b>Las Vegas, NV 89102</b>							
Account No.	X	-	<b>Accounting/Consulting</b>				<b>6,000.00</b>
<b>LL Bradford &amp; Co.</b> <b>8880 W. Sunset Road, 3rd Floor</b> <b>Las Vegas, NV 89148</b>							
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							<b>Subtotal</b> (Total of this page) <b>1,930,120.95</b>

B6F (Official Form 6F) (12/07) - Cont.

In re Go Global, Inc.Case No. 10-14804-BAM

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. <b>0180910026431979002</b>				<b>Business Line of Credit</b>				
<b>Nevada State Bank</b> <b>P.O. Box 990</b> <b>Las Vegas, NV 89125</b>	<b>X</b>	<b>-</b>						<b>653,000.00</b>
Account No. <b>0180910053732049001</b>				<b>Mt. Charleston Lodge (owned by Mount Charleston View, LLC)</b>				
<b>Nevada State Bank</b> <b>P.O. Box 990</b> <b>Las Vegas, NV 89125</b>	<b>X</b>	<b>-</b>						<b>1,709,000.00</b>
Account No.				<b>290 Acres in Nye County, NV</b> <b>300 acre-feet of water rights</b>				
<b>One Cap Financial</b> <b>5440 W. Sahara Avenue</b> <b>3rd Floor</b> <b>Las Vegas, NV 89145</b>		<b>-</b>			<b>X</b>			<b>4,100,000.00</b>
Account No.				<b>Legal bills</b>				
<b>Ray Koroghli</b> <b>3055 Via Sarafina Avenue</b> <b>Henderson, NV 89052</b>		<b>-</b>						<b>154,900.00</b>
Account No. <b>0010039798978529001</b>								
<b>Zions Bank</b> <b>P.O. Box 25855</b> <b>Salt Lake City, UT 84125</b>	<b>X</b>	<b>-</b>						<b>617,763.00</b>

Sheet no. 2 of 2 sheets attached to Schedule of  
Creditors Holding Unsecured Nonpriority Claims

Subtotal  
(Total of this page)

**7,234,663.00**

Total  
(Report on Summary of Schedules)

**13,013,784.09**

B6G (Official Form 6G) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
HPCH, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Office rental space expires 04/30/2012

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	American Express PO Box 0001 Los Angeles, CA 90096-0001
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Bank Of America Po Box 26078 Greensboro, NC 27420
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Christine H. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125

1

continuation sheets attached to Schedule of Codebtors

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Christine H. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Hugo Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Sigmund Rogich 3883 Howard Hughes Pkwy, Ste 550 Las Vegas, NV 89169	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148

Sheet 1 of 1 continuation sheets attached to the Schedule of Codebtors

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAM  
Chapter 11

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date June 4, 2010

Signature /s/ Carlos A. Huerta  
Carlos A. Huerta  
President

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (12/07)

**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAMChapter 11

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

**1. Income from employment or operation of business**

None  
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

**\$0.00****\$9,833.34****\$65,410.49**

SOURCE

**2010 YTD Income****2009 Income****2008 Income****AFLPA income = \$1,577.11;****Tomdan International, LLC income = \$4,833.34;****Go Global, Inc. income = \$59,000.04;**



**2. Income other than from employment or operation of business**None  
☐

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT  
\$15,000.00

SOURCE  
2008 - Mountain Gaming, LLC

**3. Payments to creditors**None  
☐

*Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF CREDITOR

DATES OF  
PAYMENTS

AMOUNT PAID

AMOUNT STILL  
OWING

None  
☐

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF  
PAYMENTS/  
TRANSFERS  
12/31/2009, 02/18/2010,  
02/25/2010

AMOUNT  
PAID OR  
VALUE OF  
TRANSFERS  
\$15,000.00

AMOUNT STILL  
OWING  
\$654,000.00

Nevada State Bank  
P.O. Box 990  
Las Vegas, NV 89125

None  
☐

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND  
RELATIONSHIP TO DEBTOR

DATE OF PAYMENT  
09/24/2009

AMOUNT PAID  
\$50,000.00

AMOUNT STILL  
OWING  
\$3,800,000.00

Antonio Nevada, LLC  
8880 W. Sunset Road  
3rd Floor  
Las Vegas, NV 89148

**4. Suits and administrative proceedings, executions, garnishments and attachments**

None

☐

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT  
AND CASE NUMBER

## NATURE OF PROCEEDING

COURT OR AGENCY  
AND LOCATIONSTATUS OR  
DISPOSITION

Hugo R. Paulson,  
individually and as trustee of  
Hugo R. Paulson SEP IRA  
vs. Carlos Huerta, an  
individual; Go Global, Inc., a  
Nevada Corporation; Does 1  
through 10; ROE  
Corporations 1 through 10  
Case No.: CV0901910

Civil

Second Judicial District Court  
Washoe County, Nevada

Pending

Hugo R. Paulson as trustee  
of Hugo R. Paulson SEP IRA  
vs. Anthony Savino;  
Datasource, LLC, a Nevada  
limited liability company;  
Carlos Huerta, an individual;  
Go Global, Inc., a Nevada  
corporation; Does 1 through  
10; ROE Corporations 1  
through 10  
Case No.: A9-604085-C -  
Conversion Case No.:  
A604085

Civil

District Court  
Clark County, Nevada

Pending

Go Global, Inc., A Nevada  
Corporation v John deVries,  
an individual; Gimme Sum  
Worldwide, Inc., a Nevada  
corporation; Gimme Sum  
California, Inc., a Nevada  
corporation; Gimme Sum  
Equipment, Inc., a Nevada  
corporation; Gimme Sum  
Franchise Corp., a Nevada  
corporation; Gimme Sum  
Louisiana, Inc., a Nevada  
corporation; Gimme Sum  
Marketing Fund, Inc., a  
Nevada corporation; Gimme  
Mum Minnesota, Inc., a  
Nevada corporation; Gimme  
Sum Real Estate Corp., a  
Nevada corporation...Case  
No.: A567964

Breach of Contract

Clark County, Nevada

Pending

None

☐

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE  
BENEFIT PROPERTY WAS SEIZED

## DATE OF SEIZURE

DESCRIPTION AND VALUE OF  
PROPERTY

Charleston Falls, LLC  
c/o Carlos Huerta  
3060 E. Post Road, Ste. 110  
Las Vegas, NV 89120

3/5/2010

Interests within Mt. Charleston View, LLC  
\$2,500,000.00

NAME AND ADDRESS OF PERSON FOR WHOSE  
BENEFIT PROPERTY WAS SEIZEDMountain Gaming, LLC  
c/o Carlos Huerta  
3060 E. Post Road, Ste. 110  
Las Vegas, NV 89120DATE OF SEIZURE  
3/5/2010DESCRIPTION AND VALUE OF  
PROPERTYRestaurant and bar operation at the top of Mt.  
Charleston, Nevada.  
Approximate value - \$3,000,000.00**5. Repossessions, foreclosures and returns**

None

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)NAME AND ADDRESS OF  
CREDITOR OR SELLERDATE OF REPOSSESSION,  
FORECLOSURE SALE,  
TRANSFER OR RETURNDESCRIPTION AND VALUE OF  
PROPERTY**6. Assignments and receiverships**

None

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF  
ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

None

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)NAME AND ADDRESS  
OF CUSTODIANNAME AND LOCATION  
OF COURT  
CASE TITLE & NUMBERDATE OF  
ORDERDESCRIPTION AND VALUE OF  
PROPERTY**7. Gifts**

None

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)NAME AND ADDRESS OF  
PERSON OR ORGANIZATIONRELATIONSHIP TO  
DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND  
VALUE OF GIFT**8. Losses**

None

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)DESCRIPTION AND VALUE  
OF PROPERTYDESCRIPTION OF CIRCUMSTANCES AND, IF  
LOSS WAS COVERED IN WHOLE OR IN PART  
BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

**9. Payments related to debt counseling or bankruptcy**

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101</b>	<b>03/23/2010</b>	<b>\$25,000.00</b>

**10. Other transfers**

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
<b>Sigmund Rogich</b>  <b>Investor/Member</b>	<b>10/31/2008</b>	<b>Eldorado Hills, LLC interest \$2,747,729.50 debt</b>
<b>The Villages, LLC</b> <b>3060 E. Post Road, Ste. 110</b> <b>Las Vegas, NV 89120</b>	<b>Various</b>	<b>\$32,000</b>
<b>Ashton Inn LLC</b> <b>3060 E. Post Road, Ste. 110</b> <b>Las Vegas, NV 89120</b>	<b>Various</b>	<b>\$42,100.00</b>

- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
<b>Bank of Las Vegas</b> <b>6001 S. Decatur Blvd., Ste P</b> <b>Las Vegas, NV 89118</b>	<b>Checking account number ending in 4029</b>	<b>10/28/2009 \$569.00</b>
<b>Bank of Las Vegas</b> <b>6001 S. Decatur Blvd., Ste P</b> <b>Las Vegas, NV 89118</b>	<b>Money market account number ending in 3111</b>	<b>10/28/2009 \$3,506.00</b>

**12. Safe deposit boxes**

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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**14. Property held for another person**

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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**15. Prior address of debtor**

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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**16. Spouses and Former Spouses**

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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### 18 . Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Go Global, Inc.	88-0432565	300 E. Post Road Ste. 110 Las Vegas, NV 89120	Real Estate Brokerage and Investment	07/29/1997-Present
BV 86, LLC		5451 South Durango Drive Las Vegas, NV 89113	Real Estate Investment Dissolved	10/2007-12/2008
Charleston Falls, LLC	20-515-7867	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	06/2006-Present
Eldorado II, LLC		3883 Howard Hughes Pkwy, #590 Las Vegas, NV 89169	Established to acquire property Dissolved	08/2007-08-2009
Mt. Charleston View, LLC	06-1758575	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09-2005-
HPCH, LLC	06-1758580	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09/2005-Present
Realized Gains, LLC	20-4715600	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	04/2005-03/2010
The Villages, LLC	20-4922242	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	03/2006-Present
Homestead 2001, LLC	88-0484401	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	01/2001-Present

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
HPCH, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
The Villages, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

#### 19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Lynda Keeton CPA, LLC 375 N. Stephanie Street Bldg. 2 Henderson, NV 89014	01/2010-Present
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	12/1997-Present
Shelby Keefer CPA 7201 W. Lake Mead Blvd. Ste. 502 Las Vegas, NV 89128	04/2008-Present

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
Summer Rellamas	1182 Claire Rose Avenue Las Vegas, NV 89183	02/2005-09/2009

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Lynda Keeton CPA, LLC	375 N. Stephanie Street Bldg. 2 Henderson, NV 89014
LL Bradford & Co.	8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148
Shelby Keefer CPA	7201 W. Lake Mead Blvd. Ste. 502 Las Vegas, NV 89128

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

## NAME AND ADDRESS

**Nevada State Bank**  
**750 E. Warm Springs Road, 4th Floor**  
**Las Vegas, NV 89119**

## DATE ISSUED

**04/2008**

**City National Bank**  
**555 South Flower Street**  
**Los Angeles, CA 90071**

**06/2009**

**20. Inventories**

None



a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

## DATE OF INVENTORY

## INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY  
(Specify cost, market or other basis)

None



b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

## DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY  
RECORDS**21 . Current Partners, Officers, Directors and Shareholders**

None



a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

## NAME AND ADDRESS

## NATURE OF INTEREST

## PERCENTAGE OF INTEREST

None



b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

## NAME AND ADDRESS

## TITLE

NATURE AND PERCENTAGE  
OF STOCK OWNERSHIP

**Christine Huerta**

**Secretary**

**Joseph Rainone**

**Treasurer**

**22 . Former partners, officers, directors and shareholders**

None



a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

## NAME

## ADDRESS

## DATE OF WITHDRAWAL

None



b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

## NAME AND ADDRESS

## TITLE

## DATE OF TERMINATION

**23 . Withdrawals from a partnership or distributions by a corporation**

None



If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS  
OF RECIPIENT,  
RELATIONSHIP TO DEBTORDATE AND PURPOSE  
OF WITHDRAWALAMOUNT OF MONEY  
OR DESCRIPTION AND  
VALUE OF PROPERTY



**24. Tax Consolidation Group.**

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

**25. Pension Funds.**

None ☒ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date June 4, 2010Signature /s/ Carlos A. Huerta  
Carlos A. Huerta  
**President**

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAMChapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<u>25,000.00</u>
Prior to the filing of this statement I have received .....	\$	<u>25,000.00</u>
Balance Due .....	\$	<u>0.00</u>

2. \$ 1,039.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:  
☒ Debtor ☐ Other (specify):
4. The source of compensation to be paid to me is:  
☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:  
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;  
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;  
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;  
d. [Other provisions as needed]  
**See the Schwartz Law Firm's detailed retention application for a description of the monies received and fees earned.**
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: June 4, 2010/s/ Samuel A. Schwartz. Esq.

Samuel A. Schwartz. Esq. 10985

The Schwartz Law Firm

701 E. Bridger Avenue, Suite 120

Las Vegas, NV 89101

(702) 385-5544 Fax: (702) 385-2741

sam@schwartzlawyers.com

**United States Bankruptcy Court**  
**District of Nevada**

In re Go Global, Inc.

Debtor

Case No. 10-14804-BAMChapter 11

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
<b>Carlos A. Huerta</b> <b>3060 E. Post Road, Ste.110</b> <b>Las Vegas, NV 89120</b>	<b>Common Stock</b>	<b>1</b>	<b>100%</b>

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date June 4, 2010Signature /s/ Carlos A. Huerta

**Carlos A. Huerta**  
**President**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
 18 U.S.C §§ 152 and 3571.

0 continuation sheets attached to List of Equity Security Holders

**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAM  
Chapter 11

**VERIFICATION OF CREDITOR MATRIX**

I, the President of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: June 4, 2010

/s/ Carlos A. Huerta

Carlos A. Huerta/President

Signer/Title

E-filed on June 4, 2010**Samuel A. Schwartz.  
Esq.**

Name

**10985**

Bar Code #

**701 E. Bridger Avenue,  
Suite 120****Las Vegas, NV 89101**

Address

**(702) 385-5544**

Phone Number

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

\* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

**Declaration of Debtor****I (We) declare under penalty of perjury that the information set forth in the amendment(s)  
attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A. Huerta**Carlos A. Huerta****Debtor's Signature****Date: June 4, 2010**

Go Global, Inc.  
3060 E. Post Road #110  
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.  
The Schwartz Law Firm  
701 E. Bridger Avenue, Suite 120  
Las Vegas, NV 89101

United States Trustee  
300 Las Vegas Blvd. South #4300  
Las Vegas, NV 89101

Dept of Employment, Training and Rehab  
Employment Security Division  
500 East Third Street  
Carson City, NV 89713

IRS  
P.O. Box 21126  
DPN 781  
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section  
555 E. Washington Ave. #1300  
Las Vegas, NV 89101

American Express  
Acct No 372717347753005  
PO Box 0001  
Los Angeles, CA 90096-0001

Antonio Nevada, LLC  
8880 W. Sunset Road  
3rd Floor  
Las Vegas, NV 89148

Arie Fisher  
16 Rashi Street  
Ra'anana, Israel 43214

Azure Seas, LLC  
5024 E. Lafayette Blvd  
Phoenix, AZ 85018

Bailus Cook & Kelesis  
Acct No 31157  
400 S. Fourth Street, Suite 300  
Las Vegas, NV 89101

Bank Of America  
Acct No 68181004915099  
Po Box 26078  
Greensboro, NC 27420

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

Christine H. Huerta  
3060 E. Post Road #110  
Las Vegas, NV 89120

City National Bank  
P.O. Box 60938  
Los Angeles, CA 90060-0938

Gordon & Silver  
3960 Howard Hughes Pkwy  
9th Floor  
Las Vegas, NV 89169

HPCH, LLC  
3060 E. Post Road, Ste. 110  
Las Vegas, NV 89120

Hugo Paulson  
5024 E. Lafayette Blvd.  
Phoenix, AZ 85018

Hugo R. Paulson  
5024 E. Lafayette Blvd.  
Phoenix, AZ 85018

Kolesar & Leatham  
3320 W. Sahara Avenue, Ste. 380  
Las Vegas, NV 89102

LL Bradford & Co.  
8880 W. Sunset Road, 3rd Floor  
Las Vegas, NV 89148

Nevada State Bank  
Acct No 0180910033179005001  
P.O. Box 990  
Las Vegas, NV 89125

One Cap Financial  
5440 W. Sahara Avenue  
3rd Floor  
Las Vegas, NV 89145

Phillip M. Stone  
6900 McCarran Blvd.  
Ste. 2040  
Reno, NV 89509

Ray Koroghli  
3055 Via Sarafina Avenue  
Henderson, NV 89052

Sigmund Rogich  
3883 Howard Hughes Pkwy, Ste 550  
Las Vegas, NV 89169

Zions Bank  
Acct No 0010039798978529001  
P.O. Box 25855  
Salt Lake City, UT 84125



**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAMChapter 11

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Go Global, Inc. in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

■ None [*Check if applicable*]

June 4, 2010

Date

/s/ Samuel A. Schwartz. Esq.Samuel A. Schwartz. Esq. 10985

Signature of Attorney or Litigant

Counsel for Go Global, Inc.The Schwartz Law Firm

701 E. Bridger Avenue, Suite 120

Las Vegas, NV 89101

(702) 385-5544 Fax:(702) 385-2741

sam@schwartzlawyers.com

# EXHIBIT 6

E-filed on January 19, 2012

**Samuel A. Schwartz,**

**Esq.**

Name

**10985**

Bar Code #

**6623 Las Vegas Blvd.**

**South, Suite 300**

**Las Vegas, NV 89119**

Address

**(702) 385-5544**

Phone Number

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re: **Go Global, Inc.**

Case # **10-14804-BAM**

Chapter **11**

Trustee

Debtor(s)

**AMENDMENT COVER SHEET**

**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☐ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
  - ☐ Add/delete creditor(s), change amount or classification of debt - **\$30.00 fee required**
  - ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

\* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☒ Statement of Financial Affairs

**Declaration of Debtor**

**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**

/s/ Carlos A. Huerta

**Carlos A. Huerta**

**Debtor's Signature**

**Date: January 19, 2012**

B7 (Official Form 7) (12/07)

**United States Bankruptcy Court  
District of Nevada**

In re Go Global, Inc.

Debtor(s)

Case No. 10-14804-BAMChapter 11

**STATEMENT OF FINANCIAL AFFAIRS - AMENDED**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

**1. Income from employment or operation of business**

None  
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

**AMOUNT**

**\$0.00**

**\$9,833.34**

**\$65,410.49**

**SOURCE**

**2010 YTD Income**

**2009 Income**

**2008 Income**

**AFLPA income = \$1,577.11;**

**Tomdan International, LLC income = \$4,833.34;**

**Go Global, Inc. income = \$59,000.04;**

**2. Income other than from employment or operation of business**

None



State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT  
\$15,000.00

SOURCE  
2008 - Mountain Gaming, LLC

**3. Payments to creditors**

None



*Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF CREDITOR

DATES OF  
PAYMENTS

AMOUNT PAID

AMOUNT STILL  
OWING

None



b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF  
PAYMENTS/  
TRANSFERS

AMOUNT  
PAID OR  
VALUE OF  
TRANSFERS

AMOUNT STILL  
OWING

Nevada State Bank  
P.O. Box 990  
Las Vegas, NV 89125

12/31/2009, 02/18/2010,  
02/25/2010

\$15,000.00

\$654,000.00

None



c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND  
RELATIONSHIP TO DEBTOR

DATE OF PAYMENT

AMOUNT PAID

AMOUNT STILL  
OWING

Antonio Nevada, LLC  
8880 W. Sunset Road  
3rd Floor  
Las Vegas, NV 89148

09/24/2009

\$50,000.00

\$3,800,000.00

## 4. Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Hugo R. Paulson, individually and as trustee of Hugo R. Paulson SEP IRA vs. Carlos Huerta, an individual; Go Global, Inc., a Nevada Corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: CV0901910	Civil	Second Judicial District Court Washoe County, Nevada	Pending
Hugo R. Paulson as trustee of Hugo R. Paulson SEP IRA vs. Anthony Savino; Datasource, LLC, a Nevada limited liability company; Carlos Huerta, an individual; Go Global, Inc., a Nevada corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: A9-604085-C - Conversion Case No.: A604085	Civil	District Court Clark County, Nevada	Pending
Go Global, Inc., A Nevada Corporation v John deVries, an individual; Gimme Sum Worldwide, Inc., a Nevada corporation; Gimme Sum California, Inc., a Nevada corporation; Gimme Sum Equipment, Inc., a Nevada corporation; Gimme Sum Franchise Corp., a Nevada corporation; Gimme Sum Louisiana, Inc., a Nevada corporation; Gimme Sum Marketing Fund, Inc., a Nevada corporation; Gimme Mum Minnesota, Inc., a Nevada corporation; Gimme Sum Real Estate Corp., a Nevada corporation...Case No.: A567964	Breach of Contract	Clark County, Nevada	Pending

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Charleston Falls, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	3/5/2010	Interests within Mt. Charleston View, LLC \$2,500,000.00

NAME AND ADDRESS OF PERSON FOR WHOSE  
BENEFIT PROPERTY WAS SEIZED

Mountain Gaming, LLC  
c/o Carlos Huerta  
3060 E. Post Road, Ste. 110  
Las Vegas, NV 89120

DATE OF SEIZURE  
3/5/2010

DESCRIPTION AND VALUE OF  
PROPERTY

Restaurant and bar operation at the top of Mt.  
Charleston, Nevada.  
Approximate value - \$3,000,000.00

## 5. Repossessions, foreclosures and returns

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF  
CREDITOR OR SELLER

DATE OF REPOSSESSION,  
FORECLOSURE SALE,  
TRANSFER OR RETURN

DESCRIPTION AND VALUE OF  
PROPERTY

## 6. Assignments and receiverships

None



a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

## NAME AND ADDRESS OF ASSIGNEE

DATE OF  
ASSIGNMENT

## TERMS OF ASSIGNMENT OR SETTLEMENT

None



b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF CUSTODIAN

NAME AND LOCATION  
OF COURT  
CASE TITLE & NUMBER

DATE OF  
ORDER

DESCRIPTION AND VALUE OF  
PROPERTY

## 7. Gifts

None



List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF  
PERSON OR ORGANIZATION

RELATIONSHIP TO  
DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND  
VALUE OF GIFT

## 8. Losses

None



List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE  
OF PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF  
LOSS WAS COVERED IN WHOLE OR IN PART  
BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

**9. Payments related to debt counseling or bankruptcy**

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101	03/23/2010	\$25,000.00

**10. Other transfers**

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Sigmund Rogich  Investor/Member	10/31/2008	Eldorado Hills, LLC interest \$2,747,729.50 debt
The Villages, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Various	\$32,000
Ashton Inn LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Various	\$42,100.00

- None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	Checking account number ending in 4029	10/28/2009 \$569.00
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	Money market account number ending in 3111	10/28/2009 \$3,506.00



**12. Safe deposit boxes**

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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**14. Property held for another person**

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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**15. Prior address of debtor**

- None ☐ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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**16. Spouses and Former Spouses**

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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#### 18. Nature, location and name of business

- None ☐ a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Go Global, Inc.	88-0432565	300 E. Post Road Ste. 110 Las Vegas, NV 89120	Real Estate Brokerage and Investment	07/29/1997-Present
BV 86, LLC		5451 South Durango Drive Las Vegas, NV 89113	Real Estate Investment Dissolved	10/2007-12/2008
Charleston Falls, LLC	20-515-7867	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	06/2006-Present
Eldorado II, LLC		3883 Howard Hughes Pkwy, #590 Las Vegas, NV 89169	Established to acquire property Dissolved	08/2007-08-2009
Mt. Charleston View, LLC	06-1758575	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09-2005-
HPCH, LLC	06-1758580	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09/2005-Present
Realized Gains, LLC	20-4715600	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	04/2005-03/2010
The Villages, LLC	20-4922242	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	03/2006-Present
Homestead 2001, LLC	88-0484401	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	01/2001-Present
ACND-1431, LLC	88-0462815	3060 E. Post Road #110 Las Vegas, NV 89120	Land Investment in Cedar Park, TX	04/27/2000-Present
ACND-38, LLC	88-0505322	3441 S. Eastern Avenue Las Vegas, NV 89109	Land Investment near Austin, TX	02/26/2001-12/28/2006

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Ashton Development, LLC	20-5169026	3060 E. Post Road #110 Las Vegas, NV 89120	Land Investment in Ashton, Idaho	07/10/2006-Present
Ashton RV, LLC	20-5581899	3060 E. Post Road #110 Las Vegas, NV 89120	RV Park in Ashton, ID	09/15/2006-Present
Ashton Inn, LLC	20-4935318	3060 E. Post Road #110 Las Vegas, NV 89120	Motel in Ashton, Idaho	05/23/2006-Present
CanaMex Nevada, LLC	26-1508635	3060 E. Post Road #110 Las Vegas, NV 89120	Industrial Land in Clark County, Nevada	12/03/2007-12/31/2009
Dean Martin Center, LLC	26-0395369	3060 E. Post Road #110 Las Vegas, NV 89120	Owned land in Las Vegas, Nevada	01/08/2007-12/31/2010
Greater Ashton, LLC	20-5581982	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Holding Company	09/15/2006-Present
Las Vegas Silicon Valley, LLC		3060 E. Post Road, Ste. 110 Las Vegas, NV 89120		
McCarran Development, LLC	06-1758579	1445 Eastwood Drive Reno, NV 89509	Real Estate Investment Company	09/21/2005-2010
Tomdan International, LLC	77-0644541	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment Company	08/04/2004-04/01/2009

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
HPCH, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
The Villages, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
ACND-1431, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
ACND-38, LLC	3441 S. Eastern Avenue Las Vegas, NV 89109
Ashton Development, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Ashton RV, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Ashton Inn, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
CanaMex Nevada, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Dean Martin Center, LLC	3060 E. Post Road #110 Las Vegas, NV 89120
Greater Ashton, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
McCarran Development, LLC	1445 Eastwood Drive Reno, NV 89509

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

#### 19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS  
Lynda Keeton CPA, LLC  
375 N. Stephanie Street  
Bldg. 2  
Henderson, NV 89014

DATES SERVICES RENDERED  
01/2010-Present

LL Bradford & Co.  
8880 W. Sunset Road, 3rd Floor  
Las Vegas, NV 89148

12/1997-Present

Shelby Keefer CPA  
7201 W. Lake Mead Blvd.  
Ste. 502  
Las Vegas, NV 89128

04/2008-Present

- None ☐ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS  
Summer Rellamas 1182 Claire Rose Avenue  
Las Vegas, NV 89183

DATES SERVICES RENDERED  
02/2005-09/2009

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME  
Lynda Keeton CPA, LLC

ADDRESS  
375 N. Stephanie Street  
Bldg. 2  
Henderson, NV 89014

LL Bradford & Co.

8880 W. Sunset Road, 3rd Floor  
Las Vegas, NV 89148

Shelby Keefer CPA

7201 W. Lake Mead Blvd.  
Ste. 502  
Las Vegas, NV 89128

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS  
Nevada State Bank  
750 E. Warm Springs Road, 4th Floor  
Las Vegas, NV 89119

DATE ISSUED  
04/2008

City National Bank  
555 South Flower Street  
Los Angeles, CA 90071

06/2009

**20. Inventories**

None



a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY  
(Specify cost, market or other basis)

None



b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY  
RECORDS**21 . Current Partners, Officers, Directors and Shareholders**

None



a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None



b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE  
OF STOCK OWNERSHIP

Christine Huerta

Secretary

Joseph Ralnone

Treasurer

**22 . Former partners, officers, directors and shareholders**

None



a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None



b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

**23 . Withdrawals from a partnership or distributions by a corporation**

None



If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS  
OF RECIPIENT,  
RELATIONSHIP TO DEBTORDATE AND PURPOSE  
OF WITHDRAWALAMOUNT OF MONEY  
OR DESCRIPTION AND  
VALUE OF PROPERTY**24. Tax Consolidation Group.**

None



If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

**25. Pension Funds.**

None ☒ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date January 19, 2012

Signature /s/ Carlos A. Huerta  
Carlos A. Huerta  
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

# **EXHIBIT 7**

Samuel A. Schwartz, Esq.  
Nevada Bar No. 10985  
Bryan A. Lindsey, Esq.  
Nevada Bar No. 10662  
The Schwartz Law Firm, Inc.  
701 E. Bridger Avenue, Suite 120  
Las Vegas, Nevada 89101  
Telephone: (702) 385-5544  
Facsimile: (702) 385-2741  
Attorneys for the Debtors

E-Filed: April 4, 2011

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

In re:	)	Jointly Administered Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
	)	
Debtor,	)	CASE NO.: 10-14804-BAM
In re:	)	CASE NO.: 10-14456-BAM
Carlos A. Huerta, and	)	
Christine H. Huerta,	)	Chapter 11
	)	
Debtors.	)	
	)	Hearing Date:
	)	Hearing Time:

**JOINT DISCLOSURE STATEMENT OF GO GLOBAL, INC.  
AND CARLOS AND CHRISTINE HUERTA**

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**I. INTRODUCTION**

This is the Joint Disclosure Statement of Go Global, Inc. and Carlos and Christine Huerta (the “**Disclosure Statement**”) in the jointly administered Chapter 11 cases of the above captioned debtors and debtors in possession (the “**Debtors**”). This Disclosure Statement contains information about the Debtors and describes the Joint Plan of Reorganization of Go Global, Inc. and Carlos and Christine Huerta (the “**Plan**”) filed by the Debtors



contemporaneously herewith in accordance with the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**.

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

The proposed distributions under the Plan are discussed at pages 8-12 of this Disclosure Statement. Secured creditors are classified into two (2) classes, which are then subdivided into sub-classes, and include Class 1 (Secured Unimpaired) and Class 2 (Secured Impaired). Unsecured creditors are classified in three (3) separate classes, which include Classes 3 (Priority Unsecured Claims), 4 (Convenience) and 5 (General Unsecured Creditors). General Unsecured Creditors will be paid in full on account of their allowed claims, to be distributed in 20 equal quarterly payments by Cynthia Bitaut of Baxter Distribution Services (the “**Distribution Agent**”). The Distribution Agent will be authorized to hire attorneys to object to proofs of claim, if necessary, and to collect a reasonable fee for administering the Debtors’ post confirmation estate.

#### **PURPOSE OF THIS DOCUMENT**

This Disclosure Statement describes:

- The Debtors and the significant events during the Chapter 11 cases;
- How the Plan proposes to treat claims of the type you hold (i.e., what you will receive for your claim if the Plan is confirmed);
- Who can vote on or object to the Plan;
- What factors the United States Bankruptcy Court for the District of Nevada (the “**Court**”) will consider when deciding whether to confirm the Plan;
- Why the Debtors believe the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the confirmed Plan itself that will establish and control your rights.

#### **Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing.**

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation, which describes the objection deadlines and important Court dates relevant here.

**Time and Place of the Hearing to Confirm the Plan.**

The Court will hold a hearing on \_\_\_\_\_, 2011 at \_\_\_\_:\_\_\_\_.m. to determine whether to confirm the Plan, in Courtroom \_\_\_\_\_, at the United States Bankruptcy Court for the District of Nevada, 300 South Las Vegas Boulevard, Las Vegas, Nevada, 89101.

**Deadline for Voting to Accept or Reject the Plan.**

If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your claim. Please complete the ballot, as indicated, and return the ballot in the enclosed envelope to the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. See section V. below for a discussion of the voting eligibility requirements.

Your ballot must be received by \_\_\_\_\_, 2011, or it will NOT be counted.

**Deadline for Objecting to Confirmation of the Plan.**

Objections to the confirmation of the Plan must be filed with the Court and served upon (a) the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. and (b) The Office of the United States Trustee, by \_\_\_\_\_, 2011.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas objects to confirmation of the Plan pursuant to section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (as set forth in section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5 year period beginning after confirmation of the Plan. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibit D**.

**Identity of Person to contact for more information.**

If you want additional information about the Plan, you should contact the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, at 702.385.5544, Attn: Samuel A. Schwartz.

**DISCLAIMER**

**THE COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES AFFECTED BY THE PLAN TO MAKE AN INFORMED DECISION ABOUT ITS TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE COURT APPROVED THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A RECOMMENDATION THAT IT BE ACCEPTED.**

## **II. BACKGROUND**

### **The Debtors**

The Debtors in these Chapter 11 cases consist of (i) Carlos and Christine Huerta, husband and wife (the “**Huertas**”), and (ii) Go Global, Inc. (“**Go Global**”).

On March 18, 2010 (the “**Huerta Petition Date**”), Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas’ bankruptcy was converted to a Chapter 11 case.

On March 23, 2010 (the “**Go Global Petition Date**,” and along with the Huerta Petition Date, collectively, the “**Petition Dates**”), Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

On April 5, 2010, the Court entered an order directing joint administration of the Debtors’ bankruptcy cases. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate their businesses as debtors in possession.

The Debtors’ need to file for bankruptcy was primarily the result of (i) the overall decline in national economy and the crash of the real estate market and (ii) the improper and authorized actions of Hugo Paulson (“**Paulson**”), a former business associate of the Debtors, whereby Paulson and certain of Paulson’s entities divested the Debtors of several millions of dollars of their assets and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors have instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors’ assets improperly transferred to Paulson and Paulson’s entities.

### **Carlos and Christine Huerta**

The Huertas own 100% of Go Global, and Carlos Huerta is Go Global’s President. Carlos Huerta has been involved in real estate development for over fourteen years.

### **Go Global, Inc.**

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England.

Go Global has primarily focused on taking healthy real estate assets and repositioning them in a more positive light by tweaking their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence.

### **Insiders of the Debtors**

The Huertas are individuals with little or no payments to insiders. Certain payments were made from Go Global to Carlos Huerta, in his capacity as President of Go Global in the total amount of \$30,300.00 from March 23, 2010 through April 1, 2011.

### **Litigation**

On June 19, 2009, prior to the Petition Dates, **Paulson** filed a complaint against the Debtors in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the “**Waterstone Adversary**”). The Waterstone Adversary involves a condominium project investment in Washoe County, Nevada, whereby Paulson seeks recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC.

On July 19, 2010, Paulson filed a complaint in the Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the “**Dischargeability Adversary**”) seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-1207-BAM (collectively, the “**Joined Adversary**”). The Debtors deny any wrongdoing with respect to the Joined Adversary, believe that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. The Joined Adversary hearing is scheduled to commence on April 27, 2011.

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino (“**Savino**”), an individual, and Datasource, LLC (“**Datasource**”), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C, for the collection of \$926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but has continued with respect to Savino and Datasource.

On September 3, 2010, the Debtors commenced an adversary proceeding in the Court against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the “**Mt. Charleston Adversary**”). The Mount Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson’s entities of the Debtors’ assets, including (i) the transfer of

the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("MCD"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divestiture of the Debtors' interest in Mt. Charleston View, LLC for a payment of \$10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of \$2.5 million and (iv) the divestiture of the Debtors' interest in the Mt. Charleston lodging development located in Las Vegas. Specifically, among other things, the Mt. Charleston Adversary seeks the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code. The Mt. Charleston Adversary hearing is scheduled to commence on August 24, 2011. The Debtors anticipate that they will prevail and if successful, the Debtors intend on using the funds recovered from Paulson to, in part, fund distributions to creditors under the Plan.

### **Significant Events During the Bankruptcy Cases**

In addition to the adversary proceedings detailed herein, on April 4, 2011, the Debtors filed Debtors' Motion for the Entry of an Order Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 (the "**DIP Motion**"). Pursuant to the DIP Motion, the Debtors are seeking the approval of post-petition financing from Jacob Feingold in the form of a term note in the amount of up to \$80,000 to be secured by unencumbered parcels of land located in Ashton, Idaho, which is owned by the Alexander Christopher Trust, the Huerta's family trust. As of the date of this Disclosure Statement, the DIP Motion has not yet been heard by the Court.

Additionally, the Debtors petitioned the Court to retain two professionals in these Chapter 11 cases as follows: (i) The Schwartz Law Firm, Inc. ("**SLF**"), as Debtors' counsel and (ii) Kolesar & Leatham, Chtd. as special corporate counsel for the Debtors.

### **Projected Recovery of Avoidable Transfers**

Pursuant to the Mt. Charleston Adversary, the Debtors are presently pursuing preference, fraudulent conveyance, or other avoidance actions against Paulson and Paulson's entities due to the significant transfers and divestitures of the Debtors' assets that were initiated by Paulson and Paulson's entities, in part, during the 2 year period leading up to the filing of these Chapter 11 cases.

The Debtors further reserve their right, however, to perform and complete additional investigations with regard to prepetition transactions. Although they do not believe any significant transfers occurred, other than those reference above, creditors should be aware that if you received a payment or other transfer within 90 days of the Petition Dates, or any other transfer avoidable under the Bankruptcy Code, the Debtors may seek to avoid such transfer.

### Claims Objections

Except to the extent that a claim is already allowed pursuant to a final, non-appealable order, the Debtors reserve the right to object to creditors' claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

Separately, the Court set the following bar dates for proofs of claim in these Chapter 11 cases as stated in the below table (collectively, the "**Bar Date**"). The Bar Date is the date after which creditors cannot file a proof of claim in these Chapter 11 cases. Importantly, if your claim is listed in the Debtors' Schedules of Liabilities, and you agree with the claim amount listed therein, you do not need to file a proof of claim in these Chapter 11 cases. If the Debtors amend their Schedules of Liabilities and your claim is affected, you will have an opportunity to file an objection to any such change.

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	8/14/2010
Go Global, Inc.	8/4/2010	8/19/2010

### Current and Historical Financial Conditions

The identity and fair market value of the assets of the Debtors' estates are listed in **Exhibit B**. The Debtors reserve the right to revalue the Properties prior to final confirmation of the Plan to reflect the value of the Properties at such time. Therefore, if you are a secured lender, your secured claim may change in connection with confirmation of the Plan if the value of your collateral has decreased after the hearing to determine the value of your respective collateral. **If you are a secured creditor and intend to object to any revised valuation of your collateral, you must file an objection to the Plan. If you are a secured lender subject to a revised valuation, notice of such revised valuation will be provided to you upon filing with the Court.**

### III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

#### What is the Purpose of the Plan of Reorganization?

As required by the Bankruptcy Code, the Plan places claims in separate classes and describes the treatment each class will receive. The Plan also states whether each class of claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

### Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Bankruptcy Code. Such claims are not considered impaired, and holders of such claims do not vote on the Plan. Such Creditors may, however, object if, in such creditor's view, its treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following claims in any class:

### Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtors' Chapter 11 cases which were incurred on or after the Petition Dates and which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative expenses also include the value of any goods or services sold to the Debtors in the ordinary course of business on or before the Petition Dates. The Bankruptcy Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated administrative expenses, and their proposed treatment under the Plan:

<u>TYPE</u>	<u>ESTIMATED AMOUNT OWED</u>	<u>PROPOSED TREATMENT</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	Coming current as of the date of filing of the Disclosure Statement.	Paid in full on the effective date of the Plan, or according to terms of obligation if later.
Professional Fees, as approved by the Court	\$100,000.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to Court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan.
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	\$5,000.00	Paid in full on the effective date of the Plan.
<b>TOTAL</b>	<b>\$105,000.00</b>	

### Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by section 507(a)(8) of the Bankruptcy Code. Unless the holder of such priority tax claim agrees

otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the Petition Date.

### Classes of Claims

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan.

### Classes of Secured Claims

Allowed secured claims are claims secured by property of the Debtors' bankruptcy estate (or that are subject to set off) to the extent allowed as secured claims under section 506 of the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general, unsecured claim in Class 5. The Debtors' unimpaired secured claims are included in Class 1 and are divided into four (4) subclasses. The Debtors' six (6) impaired secured claims are divided into separate sub-classes within the Class 2, based upon each lien holder's related, separate and unique property rights. The Debtors' unsecured first and second lien holders' claims, if any, as well as those of general unsecured creditors, are classified in the general Class 5. As a result, each lien holder against the Debtors' real or personal property will receive one or two ballots, as applicable, for their separate Class 2 claims and Class 5 claims.

Secured creditors whose notes and mortgages may be modified pursuant to the Plan must elect to have their claims treated under section 1111(b) of the Bankruptcy Code prior to the conclusion of the hearing of this Disclosure Statement. The failure of any secured creditor to elect to apply section 1111(b) of the Bankruptcy Code prior to the conclusion of the Disclosure Statement hearing, may result in the loss of such rights, as set forth in Rule 3014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

The following chart lists the classes containing the Debtors' secured prepetition claims and their proposed treatment of those claims under the Plan:

Class #	Description	Impairment	Treatment
1	Secured claims of the Debtors' Property First Lien Holders Aggregate Allowed Secured Amount = \$1,200,000.00 Pre-pet. Arrearage and Cure Payment = \$0.00	Unimpaired	Paid in accordance with the terms of the underlying note and mortgage.
2	Secured claims of the Debtors' Residential Property First Lien Holders - Aggregate Allowed Secured Amount = \$2,461,130.12 Pre-pet. Arrearage and Cure Payment = \$0.00	Impaired	Paid in accordance with the terms of the underlying notes and mortgages based on the principal values as identified on <b>Exhibit B</b> or as agreed by the Debtor and the related note holder.



The Debtors' Plan shall, pursuant to section 1123(b) of the Bankruptcy Code, provide for the revaluation of the Debtors' real property listed on Exhibit B, in accordance with each Property's current market value immediately prior to final confirmation of the Plan. If you are a secured creditor, your secured claim may be reduced in accordance with section 506(a) of the Bankruptcy Code, as of the effective date of the Plan. If you disagree with the revaluation, you should object to the Plan.

**THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE DEBTORS AND THEIR COMBINED ESTATES. ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.**

#### **Reservation of Rights**

Although the Debtors have filed the Mt. Charleston Adversary, the Debtors have not filed any adversary proceedings at this time against their mortgage lenders. Regardless of whether the Court confirms the Plan, however, the Debtors may pursue claims they hold against their mortgage lenders under The Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq.*, The Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq.*, as well as certain Nevada, Texas, and Florida state law claims. At this time, however, the Debtors' Cash Flow Analysis, attached as **Exhibits D and D-1**, proposes to make Plan payments to all general unsecured creditors, in accordance with section 1129(a)(7) and it assumes that there will be no recoveries from the Debtors' mortgage lenders on account of the Debtors' potential claims. Therefore, in the event the Debtors initiate any such actions and are unsuccessful, each unsecured creditor's claims distribution, as detailed herein, will remain unchanged. Accordingly, the pursuit of claims against the Debtors' mortgage lenders will not negatively affect, or otherwise reduce the Debtors' Plan payments, as provided herein, or require any further reorganization or liquidation, in accordance with section 1129(a)(11).

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, nor the taking of any action by the Debtors or any other entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the holders of claims or other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

Additionally, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and reorganized Debtors shall retain all causes of action that the Debtors may hold against any party and reserve the right, after the effective date of the Plan, to assert and prosecute such

causes of action against any party, that the Debtors had immediately prior to their respective Petition Dates, as fully as if these Chapter 11 cases had not been commenced.

### **Priority Claims – Class 3**

Class 3 shall include certain priority claims that are referred to in sections 507(a)(1), (4), (5), (6), and (7) of the Bankruptcy Code. The Bankruptcy Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. A class of holders of such claims, however, may vote to accept different treatment.

### **Classes of General unsecured Claims**

General unsecured claims are not secured by property of the Debtors' estates and are not entitled to priority under section 507(a) of the Bankruptcy Code.

The following chart identifies the Plan's proposed treatment of Class Numbers 4 and 5, which contains the general unsecured claims against the Debtors:

<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
4	1122(b) Convenience Class – Claims under \$1,000.00	Unimpaired	Paid in full in cash on the effective date of the Plan or when due under contract or applicable non-bankruptcy law.
5(a)	Allowed General Unsecured Claims of Hugo R. Paulson	Impaired	Paid in accordance with the outcomes of the Waterstone Adversary, the Mt. Charleston Lodge Adversary, and the Savino Litigation.
5(b)	Allowed General Unsecured Class, which includes the unsecured portion of the Debtors' first and second lien holders	Unimpaired	Monthly Payment = 100% of Allowed Claim, paid over 60 months in quarterly installments Payments Begin = Upon Confirmation Payments End = After 20 payments

**THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE**

**DEBTORS AND THEIR COMBINED ESTATES. AS NOTED ABOVE, ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE PROPOSED SUBSTANTIVE CONSOLIDATION.**

The post-confirmation payment of the claims of unsecured creditors in the Debtors' Chapter 11 cases shall be jointly administered. Accordingly, the Debtors will pay their combined creditor pool through the continued joint administration of their estates post-confirmation, in order to maximize the distributions to unsecured creditors and avoid the related costs of paying their joint creditors separately for 5 years.

**Equity Interest of the Debtor**

Equity interest holders are parties who hold an ownership interest (i.e., equity interest). In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In these Chapter 11 cases, the Debtors' equity interests will not be impaired by the Plan.

**IV. MEANS OF IMPLEMENTING THE PLAN**

**Source of Payments**

Payments and distributions under the Plan will be funded by the Debtors, based upon their (a) projected monthly rental income, (b) personal income, (c) sale of existing assets in Debtor's possession, (d) income generated by Go Global and (e) the proceeds of the Mt. Charleston Adversary if the Debtors are successful. The Debtors' Cash Flow Analysis is attached hereto as **Exhibits D and D-1** and outlines the Debtors' sources and uses of income. The Plan payments described in this Disclosure Statement are based on the sum of the Debtors' rental, business and personal income, minus their monthly mortgage payments and personal expenses, plus any potential recoveries pursuant to the Mt. Charleston Adversary.

**Method of Plan Payments**

On or about the effective date of the Plan, the Debtors shall retain Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive #190, Las Vegas, Nevada 89128 as their disbursement agent (the "**Disbursement Agent**"). Except as otherwise provided in the Plan, upon confirmation, the Debtors shall begin making monthly distributions to the Disbursement Agent under the Plan. The Disbursement Agent shall begin, as soon as practical, making payments to the Debtors' unsecured creditors holding allowed claims on a quarterly basis, until such claims are paid in full as set forth in the Plan.

### **Distributions on Account of Claims Allowed After the Effective Date**

Except as otherwise provided in the Plan, or upon the entry of a final, non-appealable order of the Court, or as agreed to by the relevant parties, distributions under the Plan on account of a disputed claim that becomes an allowed claim after the effective date of the Plan shall begin on the regular quarterly payment date, as established by the Disbursement Agent, which is at least thirty (30) days after such claim becomes an allowed claim.

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a disputed claim until all such disputes in connection with such disputed claim have been resolved by settlement among the parties or a final, non-appealable order of the Court. In the event that there are disputed claims requiring adjudication and resolution, the Disbursement Agent shall establish appropriate reserves for potential payment of such claims pursuant to Article V of the Plan.

In no event, however, shall the Disbursement Agent be held liable for any failures of the Debtors to make any of their payments required under the Plan.

### **Undeliverable Distributions**

#### Holding of Certain Undeliverable Distributions.

If any distribution to a holder of an allowed claim made in accordance herewith is returned to the reorganized Debtors (or its Distribution Agent) as undeliverable, no further distributions shall be made to such holder unless and until the reorganized Debtors (or their Distribution Agent) are notified in writing of such holder's then current address, at which time all currently due missed distributions shall be made to such holder on the next periodic distribution date. Undeliverable distributions shall remain in the possession of the reorganized Debtors, subject to paragraph (b) below, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### Failure to Claim Undeliverable Distributions.

No later than 210 days after the effective date, the reorganized Debtors shall file with the Court a list of the holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Any holder of an allowed claim, irrespective of when a claim becomes an allowed claim, that does not notify the reorganized Debtors of such holder's then current address in accordance herewith within the latest of (i) one year after the effective date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such claim becomes an allowed claim shall have its claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, (i) any cash held for distribution on account of allowed claims, up to the full amount of such holder's allowed claim, shall be redistributed to holders of allowed claims in the applicable class on the next periodic distribution

date and (ii) any cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

Failure to Present Checks.

Checks issued by the Distribution Agent on account of allowed claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all holders of allowed claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the reorganized Debtors shall file with the Court a list of the holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the reorganized Debtors for as long as the Chapter 11 cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the holder of the relevant allowed claim with respect to which such check originally was issued. Any holder of an allowed claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such claim against the reorganized Debtors or their property. In such cases, any cash held for payment on account of such claims shall be property of the reorganized Debtors, free of any claims of such holder with respect thereto. Nothing contained herein shall require the reorganized Debtors to attempt to locate any holder of an allowed claim.

**The Holding Company.**

On or about the effective date of the Plan, the Debtors shall transfer title of their properties to a Nevada limited liability company (the "**Holding Company**") for liability purposes. The transfers shall not limit the Debtors' personal liability to their Class 1 and Class 2 creditors or their obligations to make payments under the Plan.

**Post-confirmation Management**

The Debtors will continue to manage their properties and businesses post-petition in the ordinary course. The Debtors will be authorized to enter into, terminate and renew agreements as they see fit with respect to their properties and Go Global's real estate development activities. Additionally, some of the Debtors' other activities will include consulting work for Kalanit Nevada, LLC, D&D Properties, LLC, and to StarNet Group, LLC. Additionally, the Debtors will maintain a reserve account of 40,000.00. Finally the Debtors will be authorized to transfer their properties to the Holding Company to limit their liability from any claims arising therefrom after the confirmation date.

**Risk Factors**

The significant risk related to the Debtors' Plan is the continued deterioration of both the commercial and residential real estate markets. Should the real estate market further deteriorate, the Debtors may become unable to make their Plan payments.

The Debtors are depending, in part, on the proceeds of the Mt. Charleston Adversary to fund distributions to creditors under the Plan. If, however, the Debtors are unsuccessful, the Debtors will have to find other sources to fund their Plan distributions, which could severely impact the distributions to creditors proposed under the Plan.

### **Executory Contracts and Unexpired Leases**

The Plan, in **Exhibit E**, lists all executed contracts and unexpired leases the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. **Exhibit E** also lists how the Debtors will cure and compensate the other party to such contract or lease for any such defaults.

**If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan by the deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.**

All executory contracts and unexpired leases that are not listed in **Exhibit E** will be rejected under the Plan. Consult your advisor or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your executory contract or unexpired lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

**The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of an Unexpired Lease or Executory Contract is set forth on Page 7 above.** Any claim based on the rejection of an executory contract or unexpired lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

### **Tax Consequences of Plan**

**Creditors Concerned with How the Plan May Affect Their Tax Liability Should Consult with their own Accountants, Attorneys, and/or Advisors.**

The Debtors do not anticipate any adverse tax consequences to their estates from the Plan. To the extent the Debtors receive any debt forgiveness income related to these Chapter 11 cases, such income would not be taxable under section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, *et seq.*

## **V. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in section 1129(a) or (b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be proposed in good faith; (ii) at least one impaired class of claims must accept the Plan, without counting votes

of insiders; (iii) the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and (iv) the Plan must be feasible. These requirements are not the only requirements listed in section 1129 of the Bankruptcy Code, and they are not the only requirements for confirmation of the Plan.

### **Who May Vote or Object**

Any party-in-interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties-in-interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

In these Chapter 11 cases, the Debtors believe that classes 2 and 5 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Debtors believe that classes 1, 3 and 4 are unimpaired and that holders of claims in each of these classes, therefore, are assumed to accept the Plan.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas objects to confirmation of the Plan pursuant to section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (as set forth in section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5 year period beginning after confirmation of the Plan. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibits D and D-1**.

### **What Is an Allowed Claim?**

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (A) the Debtors have scheduled the claim on the Debtors' schedules, unless the claim has been scheduled as disputed, contingent or un-liquidated, or (B) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim by the Debtors, in which case, such creditor cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Bankruptcy Rule 3018(a).

The deadline for filing a proof of claim in these Chapter 11 cases was between August 4, 2010 and August 19, 2010, depending on the particular Debtor, and as detailed in Section II under the heading "Claims Objections".

**The deadline for filing objections to confirmation of the Plan is \_\_\_\_\_, 2011.**

### **What Is an Impaired Claim?**

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in section 1124 of the Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

### **Who is NOT Entitled to Vote?**

The holders of the following six types of claims are *not* entitled to vote:

- **Holders of claims that have been disallowed by an order of the Court;**
- **Holders of other claims that are not “allowed claims” (as discussed above), unless they have been “allowed” for voting purposes;**
- **Holders of claims in unimpaired classes;**
- **Holders of claims entitled to priority pursuant to sections 507(a)(2) or (a)(8) of the Bankruptcy Code;**
- **Holders of claims in classes that do not receive or retain any value under the Plan; and**
- **Administrative expenses.**

Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation of the Plan and to the adequacy of the Disclosure Statement.

### **Who Can Vote In More Than One Class**

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

### **Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed below.

### **Votes necessary for a Class to Accept the Plan**

A class of claims accepts the Plan if both of the following occur: (A) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast his votes to accept the Plan, and (B) the holders of at least two thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast his votes to accept the Plan.



### **Treatment of Non-Accepting Classes**

Even if one or more of the impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is commonly referred to as a “cram down” plan. The Bankruptcy Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of section 1129(a)(8) of the Bankruptcy Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

**You should consult your own attorney regarding whether a “cramdown” confirmation will affect your claim, as the variations on this general rule are numerous and complex.**

### **Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit C**.

### **Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

### **Ability to Initially Fund the Plan**

The Debtors believe that they will have either (A) enough cash on hand or (B) sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibits D and D-1**.

### **Ability to Make Future Plan Payments And Operate Without Further Reorganization**

The Debtors must also show that they will have enough cash over the life of the Plan to make the required Plan payments.

The Debtors’ financial projections show that the Debtors will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, as set forth on **Exhibits D and D-1** of the Plan.

**You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.**

## **VI. EFFECT OF CONFIRMATION PLAN**

### **Discharge of the Debtors**

Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments to general unsecured creditors under the Plan, which is five years or 20 quarterly payments, or as otherwise provided in section 1141(d)(5) of the Bankruptcy Code. The Debtors will not be discharged from any debt excepted from discharge under section 523 of the Bankruptcy Code, except as provided in Bankruptcy Rule 4007(c).

### **Modification of Plan**

The Debtors may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new disclosure statement and/or re-voting on the Plan.

The Debtors may also seek to modify the Plan at any time after confirmation only if (A) the Plan has not been substantially consummated and (B) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtors, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of any payment of a claim made other than under the Plan.

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order; and (b) after the entry of the confirmation order, the Debtors or the reorganized Debtors, as applicable, may, upon order of the Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that any modification to the Plan shall not affect the rights or treatment of holders of general unsecured claims.

### **Final Decree**

Once the Debtors' estates are fully administered, as provided in Bankruptcy Rule 3022 the Debtors will file a motion with the Court to obtain a final decree to close the Chapter 11 cases. Alternatively, the Court may enter such a final decree on its own motion.

## **VII. OTHER PLAN PROVISIONS**

### **Vesting of Assets in the Reorganized Debtors and the Holding Company**

After confirmation of the Plan, all property of the Debtors shall vest in the reorganized Debtors and the Holding Company, free and clear of all liens, claims, charges or other encumbrances, except the Debtors' lien holders and as otherwise provided in the confirmation order. The reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any claims without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the confirmation order. Without limiting the foregoing, the Debtors shall pay the charges that they incur after confirmation for professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of professional fee applications) without application to the Court.

### **Release of Liens, Claims and Equity Interests**

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, upon confirmation, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtors' estate shall be fully released and discharged. The security interests of the Debtors' lien holders, however, shall be unimpaired under the Plan with respect to both the Debtors and the underlying property.

### **Certificate of Incorporation and Bylaws**

The articles of incorporation and by-laws (or other formation documents) of the Holding Company, Go Global and the reorganized Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to, the Debtors. On or as soon as reasonably practicable after confirmation of the Plan, the reorganized Debtors shall file new articles of incorporation with the Nevada secretary of state, as required by section 1123(a)(6) of the Bankruptcy Code.

### **Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes**

The Debtors may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the confirmation order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

### **Revocation of Plan**

The Debtors reserve the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, the Debtors or any other entity; (b) prejudice in any manner the rights of the Debtors or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other entity.

### **Successors and Assigns**

The rights, benefits and obligations of any entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

### **Retention of Jurisdiction**

Notwithstanding the entry of the confirmation order and the occurrence of the effective date, the Court shall, after the effective Date, retain such jurisdiction over these Chapter 11 cases and all entities with respect to all matters related to these Chapter 11 cases, the Debtors and the Plan as legally permissible.

### **Further Assurances**

The Debtors or the reorganized Debtors, as applicable, all holders of claims receiving distributions under the Plan and all other entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

### **Severability**

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtors, and, to the extent such alteration or interpretation affects the rights or treatment of holders of general unsecured claims, such claim holder.

**Filing of Additional Documents**

On or before the effective date, the Debtors may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

/s/ Christine H. Huerta

Christine H. Huerta Individually

/s/ Carlos A. Huerta

Carlos A. Huerta as President of Go Global,  
Inc. and Individually

/s/Samuel A. Schwartz

Samuel A. Schwartz, Esq.  
Attorneys for the Debtors  
And Debtors-in-Possession

**EXHIBITS**

**Exhibit A** - Copy of Proposed Plan of Reorganization

**Exhibit B** - List of Properties

**Exhibit C** – Liquidation Analysis

**Exhibit D** – Cash Flow Analysis

**Exhibit D-1** – Cash Flow Analysis – (assuming Debtors prevail in Mt. Charleston Adversary)

**Exhibit E** – List of Executory Contracts

# **EXHIBIT B**

**Exhibit B**

**Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.**

3060 E. Post Road, Suite 110  
Las Vegas, Nevada 89120

Approximate Value: \$654,000.00

908 Harold Dr., Unit 22  
Incline Village, Nevada 89451

Approximate Value: \$350,671.80

7229 Mira Vista Street  
Las Vegas, Nevada 89120

Approximate Value: \$842,190.85

711 Biltmore Way, Unit 302  
Coral Gables, Florida 33134

Approximate Value: \$367,000.00

Cabin 11 at Mt. Charleston Cabins  
APN 129-36-101-009

Approximate Value: \$137,194.97

Cabin 12 at Mt. Charleston Cabins  
APN 129-36-101-009

Approximate Value: \$120,000.00

1370 Highway #20  
Ashton, Idaho 83420

Approximate Value: \$616,072.50

**Total Approximate Value: \$3,087,430.12**