

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

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4 Electronically Filed
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6 Elizabeth A. Brown
7 Clerk of Supreme Court

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

10 Appellant,

11 v.

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

21 Respondents.

22 AND RELATED MATTERS.

Supreme Court No. 79917

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

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

23 **JOINT APPENDIX VOL. 3**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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
Answer to Counterclaim	2/20/14	1	JA_000060-63
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
Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	8-9	JA_001862-2122

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
Complaint	7/31/13	1	JA_000001-21
Complaint	11/4/16	4	JA_000777-795
Decision and Order	10/4/19	33	JA_008054-8062
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 nd			
21	Supplemental Pre-trial			
	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 Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
14				
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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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 nd			
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			

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
4				
5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	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
11				
12				
13	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
14				
15				
16				
17	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
18				
19				
20				
21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
22				
23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
24				
25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
26				

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			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	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			

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

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			
	Counter-motion 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	Counter-motion 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	Counter-motion for Summary			
3	Judgment; and			
4	Counter-motion for NRCP			
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 nd 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. 3** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin
Kolesar & Leatham
400 South Rampart Blvd., Ste. 400
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*Attorneys for Sigmund Rogich, Individually and as Trustee of the
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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

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. *Disallowance of Claims*

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE AND RELATED PROVISIONS

A. *Compromise and Settlement*

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. *Preservation of Rights of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;
7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;
8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of 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 Bankruptcy 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.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation 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 Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such 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.

D. 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.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, 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 Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto 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 forego 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. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder 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.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy 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 the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By: /s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta
Its: Manager

EXHIBIT 1

Exhibit 1

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

1370 Highway #20
Ashton, Idaho 83420

Approximate Value: \$616,072.50

Total Approximate Value: \$2,967,430.12

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:

7229 Mira Vista Street
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:

1370 Highway #20

Ashton, Idaho 83420

Cure Amount: \$ 0.00

EXHIBIT 14

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, Go Global, Inc., a Nevada corporation ("Assignor") hereby assigns, transfers and conveys to The Alexander Christopher Trust ("Assignee") all rights, title and interest held by the Assignor in and to the following described contract:

RECITALS

WHEREAS, Assignor entered into an agreement with The Rogich Family Irrevocable Trust on or about October 30, 2008 (the "Purchase Agreement") attached herein;

WHEREAS, Assignor desires to assign all rights, interests, and causes of action as allowed under law to Assignee arising from the Purchase Agreement;

WHEREAS, at Assignee's discretion it may initiate recovery, prosecution for claims arising from the Purchase Agreement against The Rogich Family Irrevocable Trust, or other parties as necessary, as if in the stead of Go Global, Inc.;

TERMS

The Assignors warrant and represent that the Purchase Agreement was signed by the parties represented therein.

The Assignee shall be entitled to all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties therein.

The Assignor further warrants that it has full right and authority to transfer its interests in the Purchase Agreement.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Signed this 30th day of July, 2013.

Assignor, Go Global, Inc.



Carlos Huerta
Its: President

Signed this 30th day of July, 2013.

Assignor, The Alexander Christopher Trust



Carlos Huerta
Trustee

EXHIBIT 15

1 A. No.

2 Q. 2012?

3 A. No.

4 Q. 2013?

5 A. No.

6 Q. 2014 to date?

7 A. No.

8 Q. Where did the language in that paragraph come
9 from, and when I say that, I'm referring to the language
10 "as, when" -- that distributions, "as, when and if
11 received by buyer from the company." Where did that
12 language come from?

13 A. If I had to say, I would say Ken Woloson, but
14 I mean, I --

15 Q. Did it appear in the drafts?

16 A. Right.

17 Q. You never edited that out?

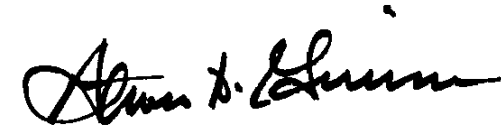
18 A. Oh, I don't remember.

19 Q. I beg your pardon?

20 A. I do not remember if that part specifically
21 was edited by me or Mr. Dunlap or anyone else. I mean,
22 it was seven years ago or six and a half years ago.

23 Q. Are you saying -- you're not saying it was not
24 in the drafts? Are you parsing my question?

25 A. You asked me a double negative, "You're not



CLERK OF THE COURT

OPPS

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

Hearing Date: 9/25/2014
Hearing Time: 10:30 a.m.

AND ALL RELATED MATTERS

**PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY
JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.
of McDonald Law Offices, PLLC and hereby file this Opposition to Defendants Sig Rogich Family
Irrevocable Trust's (the "Rogich Trust") Motion for Partial Summary Judgment and submit this
Counter-Motion for Partial Summary Judgment seeking partial payment of the amounts owed by the

1 Rogich Trust because it has admitted that it received \$682,000 as payment for its interests in Eldorado
2 Hills, LLC, of which a portion was supposed to be paid to Carlos Huerta and Go Global, Inc. pursuant
3 to an express agreement between the parties. As the Rogich Trust has already conceded the fact that
4 these funds were received and the agreement between the parties is clear and unambiguous with regard
5 to this point, partial summary judgment should be entered in favor of Plaintiffs, Carlos Huerta and The
6 Alexander Christopher Trust.

7 This Opposition and Counter-Motion is based upon the points and authorities attached hereto,
8 the sworn Declaration of Carlos Huerta and all of the pleadings submitted to date in this action and any
9 oral argument allowed at the time of the hearing of the Motion and Counter-Motion.
10

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I.**

13 **STATEMENT OF UNDISPUTED FACTS**

14 **A. FACTS RELEVANT TO THE BANKRUPTCY PROCEEDING INVOLVING CARLOS**
15 **HUERTA AND GO GLOBAL, INC.**

16 1. On March 23, 2010, Go Global, Inc. and its sole owner of stock filed for Chapter 11
17 bankruptcy relief. Declaration of Carlos Huerta ("Huerta Declaration"), at ¶2, attached herein as
18 Exhibit A; see also Voluntary Petition for Go Global, Inc. and Carlos Huerta, respectively attached
19 herein as Exhibits B and C.

20 2. Schedule B of Go Global's bankruptcy petition stated that Sig Rogich owed Go Global
21 \$2,747,729.50 as an account receivable. Huerta Declaration at ¶3; see also Schedule B of bankruptcy
22 petition attached herein as Exhibit D; Exhibit 5 of Defendant's Motion for Partial Summary Judgment.

23 3. On March 24, 2010, Lionel Sawyer & Collins ("Lionel") entered an appearance on
24 behalf of another client, Hugo Paulson. Notice of Appearance, Request for Matrix Entry and Request
25 for Service of all Notices and Documents, attached herein as Exhibit E. From March 24, 2010 to the
26
27

1 present, Lionel Sawyer & Collins continues to receive service of pleadings and documents filed in the
2 bankruptcy cases of Mr. Huerta and Go Global. In re: Go Global, Chapter 11 (Jointly Administered),
3 United States Bankruptcy Court, District of Nevada, Case No. BK-S-10-14804-BAM, Mailing Matrix
4 dated August 20, 2014, attached herein as Exhibit F. Mr. Sam Lionel also personally receives notices
5 from Go Global and the other jointly administered, as indicated on the mailing matrix “THE LIONEL
6 FOUNDATION c/o SAMUEL S. LIONEL 300 SOUTH FOURTH STREET, SUITE 1700 LAS
7 VEGAS, NV 89101-6000.” *Id.* at p. 2. Lionel has, therefore, been apprised of all the filings submitted
8 in these collective bankruptcy cases from their outset. Huerta Declaration at ¶4.
9

10 4. Through substantial efforts of the Debtors and their attorneys, Go Global and Carlos
11 Huerta were successful in reorganizing their businesses and debts. Order Confirming Third Amended
12 Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta, Charleston
13 Falls, LLC and HPCH, LLC, dated July 30, 2013, attached herein as Exhibit G.¹ Mr. Lionel was
14 personally involved in the confirmation of Mr. Huerta’s Chapter 11 Plan as he and Mr. Huerta had
15 entered into a “Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The
16
17
18
19

20 ¹ The Third Amended Joint Plan of Reorganization for the Debtors is attached to the Order confirming
21 the Plan (the “Confirmation Order”) as Exhibit A. See Exhibit G. Defendant has also submitted what
22 Mr. Lionel has affirmed as “a true and correct copy” of the Confirmation Order as Exhibit 13. As Mr.
23 Lionel was a personal party to the Confirmation through his foundation, The Lionel Foundation, and
24 through his firm’s representation of Mr. Rogich in *Antonio Nevada, LLC v. Sigmund Rogich, et al.*,
25 Eighth Judicial Court Case No. A-653807 (the “Antonio Nevada case”)(which complaint was filed on
26 December 27, 2011), which matter involved the same subject real property owned by Eldorado Hills,
27 LLC, and in which Mr. Huerta was deposed, Lionel has been intimately familiar with the financial
28 affairs and bankruptcy proceedings of Mr. Huerta and Go Global. Mr. Lionel, in the Antonio Nevada,
case also produced over a hundred pages of documents from Mr. Huerta’s and Go Global’s bankruptcy
case which they were personally served as the firm had entered an appearance in the matter, due to Mr.
Lionel’s personal involvement.

1 Lionel Foundation, Docket No. 501 (the "Lionel Foundation Stipulation").” Exhibit G, p. 2:21-23.
2 Huerta Declaration at ¶5².

3 5. During the course of Mr. Huerta’s and Go Global’s bankruptcy proceeding, Mr. Rogich,
4 his Trust, nor Eldorado Hills, LLC submitted a proof of claim in those proceedings though they were
5 well aware of the fact that those proceedings were transpiring. Huerta Declaration at ¶6

6 6. The Order confirming the plan of reorganization provided several instructive definitions,
7 reserved rights and most importantly determined that the Bankruptcy Court would retain jurisdiction of
8 the interpretation of the Order. *See generally* Exhibit G. Huerta Declaration at ¶7.

9 7. According to the Confirmation Order the Plan of Reorganization (the “Plan”) “shall be
10 binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, ...”
11 Exhibit G, p. 6: 24-27. Huerta Declaration at ¶8.

12 8. The Bankruptcy Court also retained exclusive jurisdiction in all matters pertaining to the
13 Plan and its interpretation. As the Confirmation Order and Plan unequivocally state:
14

15 30. From and after the Effective Date, this Court shall retain and have exclusive
16 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for
17 purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code,
18 including without limitation, jurisdiction over the matters set forth in the Plan,
which is incorporated herein by reference, as if set forth *in extenso*. ...

19 ARTICLE XII.
20 RETENTION OF JURISDICTION

21 Notwithstanding the entry of the Confirmation Order and the occurrence of the
22 Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such
23 jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters
related to the Chapter 11 cases, the Debtors and the Plan are legally permissible
including, without limitation, jurisdiction to: ...

24 4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
25 ...

26 ² The Confirmation Order also stated “The Paulson and NSB Stipulation (Docket No. 500) and the
27 Lionel Foundation Stipulation (Docket No. 501) are each approved.” Exhibit G, p. 6:18-20.

1 6. decide or resolve any motions, adversary proceedings, contested or litigated
2 matters and any other Causes of Action that are pending as of the Effective Date
3 or that may be commenced in the future, and grant or deny any applications
4 involving Debtors that may be pending on the Effective Date or instituted by the
Reorganized Debtors after the Effective Date, provided that the Reorganized
Debtors shall reserve the right to commence actions in all appropriate forums and
jurisdictions;...

5 8. resolve any cases, controversies, suits or disputes that may arise in connection
6 with the Consummation, **interpretation or enforcement of the Plan or any**
Entity's obligations incurred in connection with the Plan; ...

7 Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added]; Huerta Declaration at
8 ¶9.

9 9. Therefore based on the plain language of the Confirmation Order and the Plan, only the
10 Bankruptcy Court is permitted to interpret the effects of the Confirmation Order and the Plan³. Huerta
11 Declaration at ¶10.

12 10. The Plan also defines the terms “causes of action” and “claims”:

13 14. "Causes of Action" means all actions, causes of action (including Avoidance
14 Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments,
15 remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims,
16 third-party claims, indemnity claims, contribution claims or any other claims
17 disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct
18 or indirect, choate or inchoate, existing or hereafter arising, in law, equity or
otherwise, based in whole or in part upon any act or omission or other event
occurring prior to the Commencement Date or during the course of the Chapter 11
Cases, including through the Effective Date.

19 16. “Claim” means any claim against the Debtors as defined in section 101(5) of
20 the Bankruptcy Code.

21 Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added]; Huerta Declaration at
22 ¶11.

23 11. 11 U.S.C. § 101(5) defines “claim” as:

24 ³ This also confirms with the several cases cited by the Defendant as each one of those opinions was
25 rendered by a bankruptcy court, bankruptcy appellate court or appeals court from which the lower court
26 was a bankruptcy court. None of Defendants’ quoted cases opine that a state court may circumvent a
27 confirmation order and interpret that order, where the jurisdiction of such interpretation has been
retained by the bankruptcy. For this, and several other reasons, Defendant’s motion for partial
summary judgment must fail.

1 (A) right to payment, whether or not such right is reduced to judgment, liquidated,
2 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
3 equitable, secured, or unsecured; or

4 (B) right to an equitable remedy for breach of performance if such breach gives
5 rise to a right to payment, whether or not such right to an equitable remedy is
6 reduced to judgment, fixed, contingent, matured, unmatured, disputed,
7 undisputed, secured, or unsecured.

8 *Id.*; Huerta Declaration at ¶12.

9 12. Mr. Huerta's and Go Global's right to seek repayment of the Rogich "claim" as
10 mentioned in the bankruptcy petition of Go Global is the enforcement of a right of repayment which
11 was expressly memorialized in the Purchase Agreement, and permissible under the Confirmation Order
12 and Plan as those rights were preserved. The Plan also negated the allowance of any party by which
13 Plaintiffs had a "cause of action" to assert the doctrines of judicial estoppel and claim preclusion.
14 Furthermore, Plaintiffs or their assigns were permitted and are permitted to litigate their causes of
15 action in any suitable forum. As the Confirmation and Plan expressed at length:

16 B. Preservation of Rights of Action⁴

17 1. Maintenance of Causes of Action

18 Except as otherwise provided in the Plan or Confirmation Order, after the
19 Effective Date, **the Reorganized Debtors shall retain all rights to commence,**
20 **pursue, litigate or settle, as appropriate, any and all Causes of Action,**
21 including any litigation relating to the Paulson Group, whether existing as of the
22 Commencement Date or thereafter arising, in any in any court or other tribunal
including, without limitation, in an adversary proceeding Filed in the Chapter 11
Cases.

23 ⁴ While Defendant has attempted to negate the clear meaning of the definitions and statements of the
24 Confirmation Order and the Plan, by ignoring their full context or referring to the passages as
25 "boilerplate." Motion, p. 7:23; 17:2. However, and again, Defendant has failed to demonstrate how this
26 "boilerplate" language which it was put on notice of over a year ago is not binding. Also and again,
27 this "boilerplate" language states that if Defendant disagrees with any verbiage in the Confirmation
28 Plan or Order such interpretation can only be vindicated by the Bankruptcy Court. See ¶7 above.
Based on this plain language alone, summary judgment could not be granted in favor of Defendant as
the Confirmation Order and Plan would expressly prohibit that occurrence. *See Id.*

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), **the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors** (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors, at this time, or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, **therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order).** In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuit.

Exhibit G, pp. 27-28 [Emphasis Added]; Huerta Declaration at ¶13.

13. The Plan also again confirmed that all of these rights and reservations were attributable to the successors or assigns of Mr. Huerta or Go Global, Inc.:

D. 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.

Exhibit G, p. 29 (Plan).

The Alexander Christopher Trust is an assignee of Go Global and thus is entitled to the same rights and privileges under the Confirmation Order and Plan as Go Global. Huerta Declaration at ¶14.

1 14. Under the Plan, any act or non-act did not constitute a waiver of rights of Mr. Huerta
2 and Go Global, and specifically did not bar the right of these Plaintiffs to seek compensation for their
3 claim identified against the Rogich Trust:

4 ... Neither the filing of the Plan, any statement or provision contained herein, nor
5 the taking of any action by the Debtors or any other Entity with respect to the Plan
6 shall be or shall be deemed to be an admission or waiver of any rights of: (I) any
7 Debtors with respect to the Holders of Claims or Equity Interests or other Entity;
8 or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the
9 Effective Date.

10 Exhibit G, p. 30 (Plan); Huerta Declaration at ¶14.

11 15. Therefore under a plain reading of the Confirmation Order and Plan: (1) Only the
12 Bankruptcy Court is permitted to interpret the Confirmation Order and Plan; (2) All “Causes of Action”
13 were reserved; (3) Plaintiffs’ were permitted to prosecute their “Causes of Action” in a forum of their
14 choosing; (4) Such decision to prosecute this matter outside of a bankruptcy adversary proceeding was
15 not subject to collateral attack by another party for which Plaintiffs may seek to adjudicate their rights
16 through their arguing of judicial estoppel, claim preclusion, res judicata or any other legal argument in
17 equity which would allegedly bar the Plaintiffs from pursuing this litigation, and (5) nor did the filing
18 of this action constitute a waiver of any rights held by these same Plaintiffs. See ¶¶6-14 above.

19 **B. FACTS RELATED TO THE ROGICH TRUST’S RECEIPT OF \$682,080.00 AND**
20 **FAILURE TO REPAY CARLOS HUERTA AND THE ALEXANDER CHRISTOPHER**
21 **TRUST AS ASSIGNEE OF GO GLOBAL, INC. PURSUANT TO THE PURCHASE**
22 **AGREEMENT.**

23 16. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of
24 Eldorado Hills, LLC (“Eldorado”). Huerta Declaration at ¶15.

25 17. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the
26 project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.
27 Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich’s urging.

1 Other investors, such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the
2 principal amounts they had provided to Eldorado. Huerta Declaration at ¶16.

3 18. On or about October 30, 2008, Huerta, Go Global and Mr. Rogich, through his family
4 trust, entered into an agreement whereby the Huerta and Global interests would be purchased by
5 Rogich for \$2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as
6 Exhibit H. Huerta Declaration at ¶17.

7 19. Pursuant to the Agreement, the \$2,747,729.50 (the "debt") would be paid from "future
8 distributions or proceeds ... distributed to Buyer from Eldorado at the rate of 56.20% of such profits, as
9 when and if received by Buyer from the Company [Eldorado Hills]". *Id.* at Exhibit H, Section 2(a).
10 The Purchase Agreement also carries, with it, an attorney's fees and costs provision to the prevailing
11 party. *Id.* at Section 7(d). Huerta Declaration at ¶18.

12 20. Pursuant to the Membership Interest Assignment Agreement dated January 1, 2012 The
13 Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for \$682,080.00. As that
14 agreement states:
15

16 G. Rogich desires to transfer its forty (40%) ownership interest in
17 Eldorado in exchange for the Consideration set forth below.

18 2. Consideration. Consideration to be tendered by Eliades to Rogich
19 for the Membership Interest shall be the sum of \$682,080.00.

20 Exhibit I, pp. 1-2, EH000008 – 9; Huerta Declaration at ¶19.

21 21. Mr. Rogich's own deposition testimony also confirmed that he received the benefit of
22 the \$682,080.00⁵, though he argued that supposedly this amount was subject a setoff by a prior loan.
23 Huerta Declaration at ¶20.
24

25 ⁵ Mr. Rogich also confirmed in his deposition that he received "simultaneously" at the time of
26 surrendering his interest, a piece of property which was not subject to any mortgage debt, from Mr.
27 Eliades. Though this matter is not relative to the direct issue of whether Go Global was entitled to a
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1 22. As Mr. Rogich claimed: (1) His trust borrowed \$600,000 from Mr. Eliades to increase
2 his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trust's interest equal to 40%,
3 he gave a check to Mr. Eliades for \$682,080.00; but (3) Mr. Eliades gave him a check for the same
4 amount \$682,080.00 back:

5 Q. Did you receive any other payments from Eldorado Hills when you
6 surrendered your interest other than the piece of property?

7 Q. Did you ever receive \$682,080 from Eliades?

8 A. Yes....

9 Q. So let me go over that in detail. At the time of the purchase in approximately
10 2008, he loaned \$682,000 or so for Al Flangas' interest?

11 A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I
12 may be getting some of this wrong, but the amount was \$600,000 that I would
13 have needed. He loaned me that money plus interest, which is where the 83,000
14 came in, and as part of this transaction to clear that up, he gave me a check for
15 683,000 and I gave him a check back for 683,000.

16 Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14; Huerta Declaration at ¶21.

17 23. Thus, even according to Mr. Rogich's own explanation of the \$682,080 he received this
18 amount twice from Mr. Eliades (or \$1,364,160, or \$1,282,080 if \$600,000 was initially provided) and
19 he provided in return to Mr. Eliades only \$682,080. Therefore, under Mr. Rogich's own testimony he
20 received a profit of \$682,080 for the interest he held in Eldorado Hills which was derived from the
21 interest he purchased from Go Global, under the Purchase Agreement of October 24, 2008. *See Id.*;
22 Huerta Declaration at ¶22⁶.

23 portion of the \$682,080.00, it is clear, based on Mr. Rogich's testimony that when he "walked away"
24 from his interest he "walked into" the ownership of a property worth several million dollars, without
25 paying Go Global any compensation for allowing his trust to use the \$2.7MM of Go Global's capital
26 account and interest which Go Global sold the Rogich Trust, in October 2008. Plaintiffs were only able
27 to procure a draft copy of Mr. Rogich's deposition because it was just taken on August 21, 2014.

28 ⁶ In addition to the monetary payment described above, the Rogich Trust simultaneously accepted 4.09

24. Pursuant to the Purchase Agreement, the Rogich Trust owes The Alexander Christopher Trust, as assignee of Go Global, 56.20% of \$682,080 or \$383,328.96. *See* Exhibit J. Furthermore, as the prevailing party, this amount should include attorney's fees and costs. Exhibit H, Section 7(d); Huerta Declaration at ¶22.

25. Therefore, partial summary judgment against The Rogich Family Irrevocable Trust in the amount of \$383,328.96, plus attorney's fees and costs are appropriate.

II.

LEGAL STANDARDS

A. SUMMARY JUDGMENT STANDARDS

NRC 56(c) states:

The motion shall be served at least 10 days before the time fixed for the hearing. Motions for summary judgment and responses thereto shall include a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleading, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. **A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.** An order granting summary judgment shall set forth the undisputed material facts and legal determinations on which the court granted summary judgment. (Emphasis Added)

Summary judgment is appropriate only when no genuine issue of fact remains for trial and the moving party is entitled to judgment as a matter of law. *VISA Int'l Serv. Ass'n v. Bankcard Holders of Am.*, 784 F.2d 1472 (9th Cir. 1986). See also *Insurance Corporation of America v. J. Rubin, M.D.*, 107 Nev.

acres of land (Assessor Parcel Number: 191-05-119-002), fronting the I-15 freeway, which value is believed to exceed \$2,150,000.00. Mr. Rogich claimed that this land was worth less than \$500,000.00, however in 2012. However, as the land sold for \$2.18 million (in early 2010) when our Las Vegas real estate market had experienced one of the most precipitous and downward devaluations ever, Mr. Rogich's biased 2012 valuation cannot be given any credence, as the market had recovered considerably by 2012.

1 610, 818 P.2d 389 (1991) In *Tobler & Oliver v. Board of Trustees*, 84 Nev. 438, 442 P.2d 904 (1968),
2 the Court stated:

3 It is well established under NRCP 56(c), when there remains no material issue of fact to be
4 resolved and when it appears that the moving party is entitled to judgment as a matter of law,
5 that summary judgment must be granted. *McCall v. Scherer*, 73 Nev. 226, 315 P.2d 807 (1957);
6 *Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 378 P.2d 979 (1963); 3 Barron and Holtzoff Federal
Practice and Procedure §1234, page 119; 6 Moore's Federal Practice; 5.15.2101. 84 Nev. 438,
441-442.

7 The party moving for summary judgment has the burden of clearly establishing the lack of any
8 material fact. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 90 S.Ct. 1598 (1970); *Poller v. Columbia*
9 *Broadcasting System, Inc.*, 368 U.S. 464, 82 S.Ct. 486 (1962); *Pardo v. Olson & Sons, Inc.*, 40 F.3d
10 1063 (9th Cir. 1994).

11 For purposes of a motion for summary judgment, the non-moving party's version of the facts
12 must be accepted as true and all disputes resolved in its favor. *Bishop v. Wood*, 426 U.S. 341, 96 S.Ct.
13 2074 (1976); *United States v. Diebold*, 369 U.S. 654, 82 S.Ct. 993 (1962); *Ashton v. Cory*, 780 F.2d
14 816 (9th Cir. 1986). However, the Court also stated that "the opponent [to the motion for summary
15 judgment] must nevertheless show that he can produce evidence at trial to support his claim." See also
16 *LaPica v. District Court*, 97 Nev. 86, 624 P.2d 1003 (1981). The Supreme Court has also noted that:
17

18 NRCP 56(b) provides in part that when a motion for summary judgment is made and supported
19 as required by NRCP 56, the adverse party may not rest upon the mere allegations of his
20 pleading, but must by affidavit or otherwise, set forth facts demonstrating the existence of a
21 genuine issue of trial. *Garvey v. Clark County*, 91 Nev. 127, 130 532 P.2d 269, 271 (1978);
22 *Adamson v. Bowker*, 85 Nev. 115, 118-120, 450 P.2d 796. *Bird v. Casa Royale West*, (8)97
23 Nev. 67, 624 P.2d 17 (1981).

24 Finally, the Nevada Supreme Court in *Collins v. Union Federal Savings and Loan*, 99 Nev. 284,
25 662 P.2d 610 (1983), stated that "... although the party opposing a motion for summary judgment is
26 entitled to all favorable inferences from the pleadings and documentary evidence ... the opposing party
27 is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture [citations
28

omitted].”

1. Partial Summary Judgment.

The standards and procedures for granting partial summary judgment, also known as summary adjudication, are the same as those for summary judgment. *See Calif. v. Campbell*, 138 F.3d 772, 780 (9th, 1998); *Continental Insur. Co. v. Cota*, 2010 WL 383367 *2 (N.D. Cal. Jan. 27, 2010). Partial summary judgment “upon all or any part of a claim” is appropriate when the evidentiary proof offered by the moving party shows that there is no genuine issue of material fact as to the specified portion of the claim and the moving party is entitled to a determination as a matter of law. *Celotex Corp v. Catrett*, 477 U.S. 317, 322 (1986); Fed. R. Civ. P. Rule 56. A plaintiff moving for summary judgment must demonstrate all elements of its claim to prevail. *Lockwood v. Wolf Corp.*, 629 F.2d 603, 611 (9th Cir.1980).

Though Defendants have a catalog of defenses listed in their answer, without more, it is insufficient to avoid summary judgment. *Johnson v. Georgia-Pacific Corp.*, 2009 WL 1311896 at *2 (9th, Cir. May 12, 2009); *In re MarchFirst, Inc.*, 2007 WL 4105816, at *5 (Bankr. N.D. Ill. Nov. 15 2007), citing, *Celotex*, 477 U.S. at 324, 106 S. Ct. at 2553. At a minimum, they must offer sufficient evidence to raise a triable issue of fact as to each element of any defense that they want to pursue.

III.

LEGAL ARGUMENT

A. THE PLAIN AND UNAMBIGUOUS LANGUAGE OF THE CONFIRMATION ORDER AND PLAN STATE THAT THE BANKRUPTCY COURT RETAINS JURISDICTION TO INTERPRET THOSE DOCUMENTS, THAT THE “CAUSES OF ACTION” ARE EXPRESSLY RESERVED AND THE PRINCIPLES OF JUDICIAL ESTOPPEL, CLAIM PRECLUSION, RES JUDICATA, ETC. ARE INVALID AS IT RELATES TO THIS ACTION AGAINST A CLAIM ALREADY IDENTIFIED AGAINST THE ROGICH TRUST.

Every single argument erroneously asserted by the Defendant, the Rogich Trust, is expressly negated by the plain language of the Confirmation Order and the Plan; as the Bankruptcy Court:

1 retained sole jurisdiction over interpretation; this “cause of action” was reserved, and; the principles of
2 judicial estoppel and claim preclusion were expressly deemed inapplicable to a reserved cause of
3 action. The United States Supreme Court in *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 129 S. Ct.
4 2195, 174 L. Ed. 2d 99 (2009) stated that the orders of a bankruptcy court (specifically a confirmation
5 order) must be afforded their plain meaning when its order is unambiguous. Citing to several other
6 cases making the same holding, the Supreme Court held:

7 [w]here the plain terms of a court order unambiguously apply, as they do here,
8 they are entitled to their effect. See, e.g., *Negrón-Almeda v. Santiago*, 528 F.3d
9 15, 23 (1st Cir.2008) (“[A] court must carry out and enforce an order that is clear
10 and unambiguous on its face”); *United States v. Spallone*, 399 F.3d 415, 421 (2d
11 Cir.2005) (“[I]f a judgment is clear and unambiguous, a court must adopt, and
give effect to, the plain meaning of the judgment” (internal quotation marks
omitted)).

12 *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 150, 129 S. Ct. 2195, 2204, 174 L. Ed. 2d 99 (2009).

13 The Supreme Court, after affirming that the bankruptcy court orders should be given their
14 effect, as the terms were plain and unambiguous, resolved the issue whether the bankruptcy court had
15 subject matter jurisdiction to enter the orders in relation to the lawsuits surrounding the asbestos
16 litigation involving John-Manville Corp. *Id.* The Supreme Court resoundingly determined that the
17 bankruptcy court retained jurisdiction to clarify and interpret its own order:

18 Given the Clarifying Order's correct reading of the 1986 Orders, the only question
19 left is whether the Bankruptcy Court had subject-matter jurisdiction to enter the
20 Clarifying Order. The answer here is easy: as the Second Circuit recognized, and
21 respondents do not dispute, **the Bankruptcy Court plainly had jurisdiction to**
22 **interpret and enforce its own prior orders.** See *Local Loan Co. v. Hunt*, 292
23 U.S. 234, 239, 54 S.Ct. 695, 78 L.Ed. 1230 (1934). What is more, when the
Bankruptcy Court issued the 1986 Orders it explicitly retained jurisdiction to
enforce its injunctions. See App. to Pet. for Cert. in No. 08–295, at 284a–286a.

24 *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151, 129 S. Ct. 2195, 2205, 174 L. Ed. 2d 99 (2009)

25 [Emphasis Added].

1 The Supreme Court further determined that it was an error of the Court of Appeals to reevaluate
2 the exercise of jurisdiction due to their contention that the bankruptcy court exceeded its jurisdictional
3 authority. *Id.* Thus, the Supreme Court determined that even after the confirmation order was entered
4 in 1986, and the bankruptcy court entered a clarifying order in 2004, the bankruptcy still retained
5 jurisdiction to interpret the Confirmation Order, which it had originally approved despite the passage of
6 almost 20 years. *Id.* at 153.

7 The subject matter jurisdiction may also not be attacked collaterally in another proceeding when
8 the confirmation order only allows for the bankruptcy court to interpret its own order. Continuing its
9 analysis, the Supreme Court, in determining the error of the Court of Appeals in reevaluating the
10 subject matter jurisdiction of the bankruptcy court stated: “orders are not any the less preclusive
11 because the attack is on the Bankruptcy Court's conformity with its subject-matter jurisdiction, for
12 ‘[e]ven subject-matter jurisdiction ... may not be attacked collaterally.’ *Kontrick v. Ryan*, 540 U.S. 443,
13 455, n. 9, 124 S.Ct. 906, 157 L.Ed.2d 867 (2004).” *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 152,
14 129 S. Ct. 2195, 2205, 174 L. Ed. 2d 99 (2009). Therefore, a party cannot, outside the bankruptcy
15 court forum, collaterally attack the subject matter jurisdiction of that court by attempting to have
16 another court interpret the bankruptcy court’s orders.

17 The Supreme Court has determined that this Court is bound by the plain and unambiguous
18 language of the Confirmation Order and Plan and the interpretation of the same should be given their
19 effect. *See generally, Travelers Indem. Co.*, 557 U.S. 137. The Confirmation Order and Plan plainly
20 and unambiguously state that “Notwithstanding the entry of the Confirmation Order and the occurrence
21 of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction
22 **interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with**
23 **the Plan.**” Exhibit G, Plan, pp. 28-29 [Emphasis Added]. This matter is not subject to dispute or
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1 reasonable argument, as the plain language of the Plan should be given its effect. *See Travelers Indem.*
2 *Co.*, 557 U.S. at 150. The plain and unambiguous language of the Plan, further reserved the rights to
3 prosecute the causes of action in a manner which Plaintiffs deemed fit. As stated above:

4 In addition, the Debtors and the Reorganized Debtors expressly reserve the right
5 to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a
6 plaintiff, defendant or an interested party, against any Entity, including, without
limitation, any parties in such lawsuit.

7 Exhibit G, pp. 27-28 [Emphasis Added]. This language is similarly not subject to the impermissible
8 interpretation of Defendant in claiming that the claim against The Rogich Trust was not reserved.
9 Further still, the Plan negates the application of judicial estoppel, claim preclusion or any other
10 preclusive doctrine for any of the reserved causes of action. “[t]herefore, no preclusion doctrine,
11 including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim
12 preclusion, waiver, estoppel judicial, equitable or otherwise) or laches shall apply to such claims or
13 Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure
14 Statement...” Exhibit G, pp. 27-28.

16 For this Court to analyze the rights and duties of the Plaintiff Debtors herein, respectfully,
17 would be the same type of error which the Supreme Court criticized in *Travelers Indemnity Company*.
18 Just as the Court of Appeals was not permitted to reevaluate the jurisdiction of the bankruptcy court in
19 that case, this Court is not permitted or provided with the jurisdictional authority to collaterally attack
20 the jurisdiction of the Federal Bankruptcy Court for the District of Nevada. *See Id.* at 153. Defendant
21 cannot now attack the subject matter jurisdiction of the Bankruptcy Court, by having this Court issue
22 orders which infringe on their subject matter jurisdiction. *See Id.*; *Kontrick*, 540 U.S. at 455, n. 9.
23 Therefore, as there is no genuine issue of fact that the Bankruptcy Court retains jurisdiction over its
24 own orders, specifically the Confirmation Order, this Court must abstain from granting Defendant’s
25 request for partial summary judgment. Furthermore, there is no dispute that the reserved causes of
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1 action, as expressly mentioned in the Confirmation and Plan, were not subject to judicial estoppel,
2 claim preclusion or any other preclusive legal theory; thus Defendant's claims to the contrary contradict
3 the very Confirmation Order which they assert has binding effect.

4 **1. Defendant's Claim That the Reservation of Rights is Insufficient is Unsupported as**
5 **Defendant Fails to Inform the Court That These Cases Involve Lender Liability**
6 **Claims Which Would Have Afforded the Creditor an Offset During the**
7 **Bankruptcy Proceedings and the Defendant Further Fails to Analyze the**
8 **Foundational Principles of Fairness and Equity in its Erroneous Application of**
9 **Judicial Estoppel and Claim Preclusion.**

10 Notwithstanding the failure of the Defendant to mention to this Court that the Confirmation
11 Order is only subject to the interpretation of the Nevada Bankruptcy Court; the Defendant further fails
12 to a) inform the Court that the cases that it cites are "lender liability" cases or b) analyze the
13 foundational principles of judicial estoppel or claim preclusion. For example in *Hamilton v. State*
14 *Farm Fire & Cas. Co.*, 270 F.3d 778, 783-84 (9th Cir. 2001)⁷ the Court stated that it "restricted the
15 application of judicial estoppel to cases where the court relied on, or 'accepted,' the party's previous
16 inconsistent position. *Interstate Fire & Casualty Co. v. Underwriters at Lloyd's, London*, 139 F.3d
17 1234, 1239 (9th Cir.1998); *Masayeva v. Hale*, 118 F.3d 1371, 1382 (9th Cir.1997). The application of
18 judicial estoppel is not limited to bar the assertion of inconsistent positions in the same litigation, but is
19 also appropriate to bar litigants from making incompatible statements in two different cases." In
20 *Hamilton* the principal of judicial estoppel was applied because the debtor "failed to list his claims
21 against State Farm as assets on his bankruptcy schedules, and then later sued State Farm on the same
22 claims."

23 In *Ah Quin v. Cnty. of Kauai Dep't of Transp.*, 733 F.3d 267, 270 (9th Cir. 2013) the court noted
24 that " '[J]udicial estoppel is an equitable doctrine invoked by a court at its discretion.' *New Hampshire*
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26 ⁷ Each of the cases, referenced in this section, are the same that have been referenced by Defendant,
27 which supposedly provide a basis for granting its motion for partial summary judgment.
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1 v. *Maine*, 532 U.S. 742, 750, 121 S.Ct. 1808, 149 L.Ed.2d 968 (2001) (internal quotation marks
2 omitted). ‘[I]ts purpose is to protect the integrity of the judicial process by prohibiting parties from
3 deliberately changing positions according to the exigencies of the moment.’ *Id.* at 749–50, 121 S.Ct.
4 1808 (citation and internal quotation marks omitted).” The *Ah Quin* court also noted that the party’s
5 later position must be incompatible with its former position, that the party must have succeeded in
6 claiming a certain position which provided an advantage and whether that party derived an unfair
7 advantage. *Id.* at 271. The Court thereafter concluded that the bankruptcy court had erred in
8 determining that plaintiff’s cause of action was subject to judicial estoppel because she did not include
9 the later lawsuit in her Chapter 7 bankruptcy petition. *Id.* at 279. The lower bankruptcy court
10 erroneously held the debtor to such a rigorous and unlawful legal standard by claiming that dismissal
11 was mandated for simply not providing the information of the possible litigation. *Id.* at 279. As the *Ah*
12 *Quin* court stated:

14 The district court's belief that it was *bound* to preclude Plaintiff from bringing her
15 discrimination claim is mistaken and fundamentally at odds with equitable
16 principles. Judicial estoppel is a discretionary doctrine, applied on a case-by-case
17 basis. *See New Hampshire*, 532 U.S. at 751, 121 S.Ct. 1808 (refusing to “establish
inflexible prerequisites or an exhaustive formula for determining the applicability
of judicial estoppel”).

18 *Id.* at 271-72.

19 Defendant’s reliance on lender liability cases is critically flawed, as Defendant is not a creditor
20 of Plaintiffs. Rather, it is the opposite, whereby Defendant is a debtor of Plaintiff and a debtor who had
21 been put on notice in multiple ways, including the Plaintiff’s bankruptcy petition as well as via
22 correspondence directly sent to Defendant via certified mail. Defendant is not entitled to any type of
23 offset, during the Chapter 11 proceedings. In *Hamilton v. Greenwich Investors XXVI, LLC*, 195 Cal.
24 App. 4th 1602, 1607, 126 Cal. Rptr. 3d 174, 177 (2011) the appeals court affirmed a dismissal of a
25 lawsuit following the approval of a plaintiff’s Chapter 13 Plan which reorganized the debt claimed by a
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1 mortgage creditor, and thereafter the plaintiff filed suit against the same creditor. The *Hamilton* court
2 examined several other opinions involving failure to disclose lender liability causes of action (which
3 are similarly cited by Defendant herein). *Id.* at 180-83. The *Hamilton* court, which examined *Oneida*
4 *Motor Freight, Inc. v. United Jersey Bank* (3d Cir.1988) 848 F.2d 414 (which in turn examined several
5 other lender-liability cases), noted ““courts that have considered the effect of a debtor's failure to
6 disclose a potential lender-liability lawsuit in a bankruptcy proceeding have universally held that the
7 debtor is equitably estopped, judicially estopped or barred by res judicata from bringing the action after
8 confirmation of the bankruptcy reorganization plan.”” *Hamilton*, 195 Cal. App. 4th at 180-81. The
9 *Hamilton* court then examined *Ryan Operations G.P. v. Santiam–Midwest Lumber Co.*, 81 F.3d 355 (3d
10 Cir.1996) and noted that when a claim against a creditor is not listed, it gives a “skewed” sense of the
11 financial condition of the party “and the bank, had it known of the claim, might well have voted against
12 approval of the plan.” *Hamilton*, 195 Cal. App. 4th at 181. The court further noted that “By contrast,
13 *Ryan Operations* was not a lender liability case; the later lawsuit did not involve a claim against a
14 creditor in the bankruptcy. (*Ryan Operations*, supra, 81 F.3d at p. 359.) And, there was no basis for
15 inferring that the debtor deliberately asserted inconsistent positions to gain advantage.” *Id.* Because
16 the debtor in *Ryan* received no appreciable benefit from its non-disclosure the fact that a claim was not
17 disclosed did not invoke principles of preclusion. *Id.*

20 In speaking as to the critical nature of disclosure in *Oneida* the court stated “Disclosure is
21 important, in this case, not only to the bank as an adversary and as a creditor, but to the other creditors
22 and to the bankruptcy court.” *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417-18
23 (3d Cir. 1988). The failure to disclose in *Oneida* was also critical because “revealing the potential
24 action may also have impacted upon the bank's decision to enter into the stipulation establishing the
25 extent and validity of its lien against *Oneida* and to vote for confirmation.” *Id.* This same issue of
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1 failing to disclose a lender liability claim was addressed in *In re Heritage Hotel P'ship I*, 160 B.R. 374,
2 377 (B.A.P. 9th Cir. 1993) aff'd, 59 F.3d 175 (9th Cir. 1995):

3 It is now well-settled that a bankruptcy court's confirmation order is a binding,
4 final order, accorded full *res judicata* effect and precludes the raising of issues
5 which could or should have been raised during the pendency of the case, such as
6 typical lender liability causes of action.

7 *Id.* The court further went on to reference further authority *Sure-Snap Corp. v. State Street Bank and*
8 *Trust Co.*, 948 F.2d 869, 877 (2d Cir.1991) (“[W]e rule today, that in the context of lender liability
9 claims that could have been brought before a final plan for reorganization was confirmed, but weren't,
10 the prior bankruptcy order was res judicata to the later action.”).

11 The Court in *In re G-P Plastics, Inc.*, 320 B.R. 861, 865 (E.D. Mich. 2005) only ruled that a
12 blanket reservation of rights was insufficient for the purposes of res judicata when the parties involved
13 were a creditor and a debtor:

14 It is undisputed that a creditor of the debtor qualifies as a party for res judicata
15 purposes. *Sanders*, 973 F.2d at 480–81; *see also* 11 U.S.C. § 1141(a) (“[T]he
16 provisions of a confirmed plan bind the debtor ... and any creditor whether or not
17 the claim or interest of such creditor ... is impaired under the plan and whether or
18 not such creditor has accepted the plan”).

19 *Id.* It is under this context that the *G-P Plastics* court determined that a “blanket reservation of rights”
20 was insufficient to preserve a cause of action, because the party being pursued was, in fact, a creditor.

21 Similarly, the court in *In re Kelley*, 199 B.R. 698, 702 (B.A.P. 9th Cir. 1996) affirmed that the
22 confirmation of a chapter 11 plan has res judicata effect “pertaining to the debtor-creditor relationship.”

23 *Id.* As the court further identified 11 U.S.C. § 1141(a) binds the “debtor .. and any creditor.” *Id.* at 703.
24 Further, the court concluded that reservations of rights should include adequate information against “the
25 secured creditors for damages far in excess of the value of those creditors' secured claims.” *Id.* at 702;
26 citing *Sure-Snap Corp. v. Bradford Nat'l Bank*, 128 B.R. 885, 890 (D.Vt.1991), *aff'd*, *Sure-Snap Corp.*
27 *v. State Street Bank & Trust Co.*, 948 F.2d 869 (2d. Cir.1991). The court also noted that the debtors had
28

1 for several months misguided South Bay into procuring their vote, and only after obtaining the vote
2 asserted their counter claims. Because in Kelley they “made no mention of any possible counterclaims
3 against South Bay” in its schedules; the blanket reservation was deemed insufficient. *Id.* at 705.

4 This Court cannot apply the supposed illustrative cases of Defendant because The Rogich Trust
5 was not a creditor during the bankruptcy proceedings, or afterwards a creditor of the Plaintiffs nor can
6 Defendant show that Plaintiffs exercised inconsistent positions because the Plaintiffs have always
7 reserved their rights. This goes against the fundamental precepts of claim preclusion as that legal
8 principle dictates and ““bar(s) all grounds for recovery which could have been asserted, whether they
9 were or not, in a prior suit between the same parties ... on the same cause of action.” *Constantini v.*
10 *Transworld World Airlines*, 681 F.2d 1199 (C.A. Cal., 1982) (citing *Ross v. IBEW*, 634 F.2d 453, 457
11 (9th Cir., 1980); see also *Western Radio Services Co., Inc. v. Glickman*, 123 F.3d 1189 (1997); *Owens v.*
12 *Kaiser Foundation Health Plan, Inc.*, 244 F.3d 708 (C.A.9.Cal, 2001); *Clark v. Bear Stearns & Co.,*
13 *Inc.*, 966 F.2d 1318 (C.A.9.Cal., 1992).

14
15 Each of the cases cited by Defendant have the same critical flaw. In each case where the party
16 asserted a dismissal, the party seeking dismissal was in fact a creditor or party in privity. This is seen
17 in all of the lender-liability cases asserted by Defendant. In fact, it is a legal impossibility for the
18 Defendant to be a creditor of the Plaintiff, because under the Purchase Agreement The Rogich Trust
19 agreed to indemnify Plaintiffs, Go Global and Mr. Huerta and Defendant states that it owes Plaintiff
20 money in that very agreement (and not the other way around). Clearly, the relationship between the
21 Plaintiffs and Defendant was not one of a creditor and debtor/Plaintiff like in *In re Kelley*, 199 B.R.
22 698, 702 (B.A.P. 9th Cir. 1996), *Snap Corp. v. State Street Bank & Trust Co.*, 948 F.2d 869 (2d.
23 Cir.1991), *In re Heritage Hotel P'ship I*, 160 B.R. 374, 377 (B.A.P. 9th Cir. 1993) aff'd, 59 F.3d 175
24 (9th Cir. 1995), *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417-18 (3d Cir.

1 1988), etc. or like any other creditor/debtor relationships described in any other series of cases
2 discussed by Defendant. Because The Rogich Trust was not a party or creditor in the bankruptcy
3 proceeding, it could not fulfill the requirements for claim preclusion to apply: (1) the same parties or
4 their privies are involved in both cases, (2) a valid final judgment has been entered, and (3) the
5 subsequent action is based on the same claims or any part of them that were or could have been brought
6 in the first case. *See Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1056-57, 194 P.3d 709, 714
7 (2008). Without any reasonable supporting argument, Defendant's claim that a non-creditor is a party
8 in privity must fail. Additionally and as stated herein, Plaintiffs reserved the right to collect the amount
9 listed, in its bankruptcy petition that were made public and which his attorneys were aware, as due
10 against The Rogich Trust.
11

12 Defendant basically wants this Court to make the legal leap to conclude that a debtor that
13 designates it is owed a debt by a non-creditor, waives the opportunity to collect the debt if the litigation
14 is not initiated prior to plan confirmation. No case law supports this theory. As the court discussed in
15 *Oneida*, disclosure of a possible claim is important to a bank as an adversary and a creditor. However,
16 The Rogich Trust does not qualify as a creditor, nor did it, during the bankruptcy proceedings. *See*
17 *Oneida Motor Freight, Inc.*, 848 F.2d at 417-18. Furthermore, Defendant cannot show how they have
18 been prejudiced by the initiation of these reserved claims outside of a bankruptcy adversary case, or
19 how this resulted in an unfair advantage. *See Ah Quin*, 733 F.3d at 271. In addition, the case of *Kelly*
20 and other cases which supposedly stand for the proposition that a blanket reservation of rights is
21 inapplicable, were only a few sentences long. In contrast to this matter, the Confirmation Order and
22 Plan spoke at length as to the rights reserved by the Debtors, the causes of action reserved, and their
23 precise definition were far lengthier and descriptive than a paltry few paragraphs, as seen above. Again
24 though, Defendant cannot draw a parallel to the claim as analogous case law, because the Rogich Trust
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1 was not and is not a creditor, and in addition, Plaintiffs' bankruptcy counsel described, at length, the
2 causes of action which were reserved. Such reservation, according to the Bankruptcy Court
3 Confirmation Order, plainly invalidates any preclusive theory which Defendant now asserts is relevant.
4 As Defendant cannot claim that a non-creditor is afforded preclusive effect, Defendant's request for
5 partial summary judgment must be denied. Furthermore, any determination as to the integrity of the
6 reservation of rights of the Plaintiffs is a matter which should be addressed by the Bankruptcy Court
7 itself.

8
9 **B. DEFENDANT HAS BEEN AWARE OF THE BANKRUPTCY PROCEEDINGS SINCE**
10 **THEIR INCEPTION AND WAIVED THEIR RIGHT TO FILE A MOTION FOR**
11 **PARTIAL SUMMARY JUDGMENT BASED ON THE ALLEGED PRECLUSIVE**
12 **EFFECT OF THE CONFIRMATION ORDER BY WAITING OVER ONE YEAR**
13 **AFTER THAT ORDER WAS FILED.**

14 Defendant and its counsel have been aware and privy to the mailings of the Plaintiffs'
15 bankruptcy proceedings since they were first initiated, yet waited for over a year, post Confirmation
16 Order, to seek dismissal of this case. In *Nevada Yellow Cab Corp. v. Eighth Judicial Dist. Court ex rel.*
17 *Cnty. of Clark*, 123 Nev. 44, 52, 152 P.3d 737, 742 (2007) the party immediately advised opposing
18 counsel of an attorney conflict. *Id.* at 49. However, in the meantime the parties attended mediation,
19 and after two years settlement negotiations broke down. *Id.* After that time the party sought
20 disqualification of the adverse firm, though the adverse party contended that they waived the right to
21 seek disqualification. *Id.* In affirming the trial court's decision that a waiver had not been evidenced.
22 the Nevada Supreme Court stated that "Waiver requires the intentional relinquishment of a known
23 right. If intent is to be inferred from conduct, the conduct must clearly indicate the party's intention."
24 *Id.* The conduct of the party must be so inconsistent with the intent to seek disqualification that it is
25 reasonable to believe the right has been waived. *Id.* Delay alone is not grounds for waiver. *Id.*

26 In this matter, Defendant has waived its right to file this 11th hour dismissal, which is based on a
27
28

1 Confirmation Order it knew about last July 2013 and correspondence, from Plaintiff's counsel that
2 Plaintiff expected The Rogich Trust to pay its debt and this correspondence was received, by
3 Defendant's counsel, several months prior to confirmation. Unlike the case of *Nevada Yellow Cab*,
4 Defendant sat on his rights to seek the dismissal following the entry of the Confirmation Order; the
5 filing of the instant motion is the first time that Defendant has raised the issues of judicial estoppel or
6 claim preclusion. The conduct of Defendant has shown that they have litigated this case and
7 participated extensively in discovery, which conduct clearly indicates Defendant's intention to litigate
8 this matter and not seek dismissal based on a long since passed event. *See Nevada Yellow Cab*, 123
9 Nev. at 49. Defendant cannot claim that it did not waive the right to seek dismissal as this is
10 undisputedly the first instance where the Defendant has raised this issue. As Defendant's conduct is
11 inconsistent with the fact that Defendant has willingly litigated this matter and waived the claimed right
12 of dismissal, Defendant's actions constitute waiver. *See Id.*

14 IV.

15 COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT

16 17 **A. PLAINTIFFS CARLOS HUERTA AND GO GLOBAL ARE ENTITLED TO PARTIAL** 18 **SUMMARY JUDGMENT FOR \$383,328.96 PLUS ATTORNEY'S FEES AND COSTS** 19 **BECAUSE THE ROGICH TRUST ADMITTEDLY RECEIVED \$682,080 WHEREBY** 20 **UNDER THE PURCHASE AGREEMENT, PLAINTIFFS ARE ENTITLED TO THEIR** 21 **PERCENTAGE SHARE.**

22 This Countermotion for Partial Summary Judgment is based upon the same facts and the partial
23 summary judgment standards as asserted above. Mr. Rogich plainly admitted that his trust received
24 \$682,080 for his percentage of interest of Eldorado Hills, LLC on January 1, 2012. "[I]n the absence of
25 ambiguity or other factual complexities," contract interpretation is a question of law that the district
26 court may decide on summary judgment. *Ellison v. Cal. State Auto. Ass'n*, 106 Nev. 601, 603, 797 P.2d
27 975, 977 (1990). Whether a contract is ambiguous likewise presents a question of law. *Margrave v.*

1 *Dermody Props.*, 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A contract is ambiguous if its terms
2 may reasonably be interpreted in more than one way. *Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212,
3 215, 163 P.3d 405, 407 (2007). Ambiguity does not arise simply because the parties disagree on how
4 to interpret their contract. *Parman v. Petricciani*, 70 Nev. 427, 430–32, 272 P.2d 492, 493–94 (1954)
5 (concluding that summary judgment was appropriate because the interpretation offered by one party
6 was unreasonable and, therefore, the contract contained no ambiguity), *abrogated on other grounds by*
7 *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026 (2005). Rather, “an ambiguous contract is ‘an
8 agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.’ ”
9 *Hampton v. Ford Motor Co.*, 561 F.3d 709, 714 (7th Cir.2009) (quoting *Whiting Stoker Co. v. Chicago*
10 *Stoker Corp.*, 171 F.2d 248, 251 (7th Cir.1948)).

12 In this matter, the parties entered into a valid agreement to purchase the interests of Plaintiffs,
13 and when Defendant received a payment from the interests it retained, from the Plaintiffs in Eldorado
14 Hills, such payment would be forthcoming. Exhibit J, Purchase Agreement dated October 24, 2008,
15 Section 2. The language of the Membership Interest Assignment Agreement dated January 1, 2012
16 states that The Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for
17 \$682,080.00. As that agreement states:
18

19 G. Rogich desires to transfer its forty (40%) ownership interest in
20 Eldorado in exchange for the Consideration set forth below.

21 2. Consideration. Consideration to be tendered by Eliades to Rogich
22 for the Membership Interest shall be the sum of \$682,080.00.⁸

23 Exhibit I, pp. 1-2, EH000008 – 9; see also Huerta Declaration at ¶19.

24 As Mr. Rogich further admitted: (1) His trust borrowed \$600,000 from Mr. Eliades to increase
25 his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trusts interest of 40% he gave

26 ⁸ This language omitted the additional property received by Mr. Rogich from the buyer/Eliades, which
27 Plaintiff just found out, during Mr. Rogich’s deposition on August 21, 2014.

1 a check to Mr. Eliades for \$682,000.00; but (3) Mr. Eliades gave him a check for the same amount
2 \$682,080.00 back:

3 Q. Did you receive any other payments from Eldorado Hills when you
4 surrendered your interest other than the piece of property?

5 Q. Did you ever receive \$682,080 from Eliades?

6 A. Yes....

7 Q. So let me go over that in detail. At the time of the purchase in approximately
8 2008, he loaned \$682,000 or so for Al Flangas' interest?

9 A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I
10 may be getting some of this wrong, but the amount was \$600,000 that I would
11 have needed. He loaned me that money plus interest, which is where the 83,000
came in, and as part of this transaction to clear that up, he gave me a check for
683,000 and I gave him a check back for 683,000.

12 Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14; Huerta Declaration at ¶21.

13 As stated above, according to Mr. Rogich's testimony, he (or the Rogich Trust) received a loan
14 from Mr. Eliades in an amount of approximately \$600,000 in October of 2008. Later, upon Mr.
15 Eliades' purchase of the Defendant's interest in Eldorado Hills, the Rogich Trust was paid \$682,080.00
16 for its interest in the company. Mr. Rogich claims to have written a check back for the same amount,
17 but that would only pay back the original loan and would not account for the additional \$682,080.00
18 that the Rogich Trust received upon buyout of its interest.

19 Pursuant to the Purchase Agreement the Rogich Trust owes The Alexander Christopher Trust as
20 assignee of Go Global 56.20% of \$682,080 or \$383,328.96. See Exhibit J. Furthermore, as the
21 prevailing party this amount should include attorney's fees and costs as owes The Alexander
22 Christopher Trust and Mr. Huerta are the prevailing party. Exhibit H, Section 7(d). Therefore, partial
23 summary judgment against The Rogich Family Irrevocable Trust for \$383,328.96, plus attorney's fees
24 and costs, is appropriate. As the agreements are not ambiguous, or subject to contrary interpretation,
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1 especially considering Mr. Rogich plain admissions, partial summary judgment is appropriate in the
2 amount of at least \$383,328.96 plus attorney's fees and costs. See *Hampton v. Ford Motor Co.*, 561
3 F.3d at 714.

4 **III.**

5 **CONCLUSION**

6 WHEREFORE, based on the foregoing, Plaintiffs respectfully request that Defendants' Motion
7 for Partial Summary Judgment be denied as the Confirmation Order only allows the Bankruptcy Court
8 to interpret its terms. Defendant was not a creditor during the bankruptcy proceedings and therefore
9 could not been in privity of interest, thus negating any preclusive principles, Plaintiffs properly
10 reserved their rights to file the complaint in this matter, whereby Defendant's failure to seek dismissal,
11 based on judicial estoppels and claim preclusion for over a year, constitutes a waiver and the
12 implication of these principles requires that this Court act in equity. In equity, Defendant's motion
13 cannot be granted.
14

15 Furthermore, Plaintiffs Carlos Huerta and Go Global respectfully request that partial summary
16 judgment be entered in their favor for \$383,328.96, plus attorney's fees and costs, as Defendant
17 admitted to profiting from the interests it sold from The Rogich Family Trust, as it was allowed to do,
18 in conformity with the agreement between the parties, so long as it paid Plaintiff as promised. When
19 Defendant concealed this from the Plaintiff, until this litigation, it violated the agreement, in black and
20 white.
21

22 DATED this 25th day of August, 2014.

23
24 By: McDONALD LAW OFFICES, PLLC
25 /s/ Brandon B. McDonald
26 Brandon B. McDonald, Esq.
27 Nevada Bar No.: 11206
28 2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 25th day of August, 2014, I served a copy of the foregoing
3 **PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY**
4 **JUDGMENT AND COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT**

5 upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

6 McDonald Law Offices, PLLC
7 Brandon McDonald brandon@mcdonaldlawyers.com
8 Charles Barnabi charlesbarnabi@gmail.com

9 and by first class mail to the following, who were not identified on the Court's electronic filing system:

10 Samuel S. Lionel, Esq.
11 LIONEL SAWYER & COLLINS
12 300 South Fourth Street, 17th Floor
13 Las Vegas, NV 89101
14 Attorneys for Defendant/Counterclaimant,
15 Eldorado Hills, LLC and Sig Rogich

16 /s/ Charles Barnabi
17 An employee of McDonald Law Offices, PLLC
18
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EXHIBIT A

DECL

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

**DECLARATION OF CARLOS A. HUERTA IN SUPPORT OF PLAINTIFF'S OPPOSITION
TO DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND COUNTER-
MOTION FOR PARTIAL SUMMARY JUDGMENT**

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CARLOS A. HUERTA, being duly sworn, deposes and says:

1. I am over the age of eighteen, mentally competent, and unless otherwise indicated, I

1 have personal knowledge of the facts set forth herein. I am an individual plaintiff, principal of Go
2 Global, Inc. ("Go Global") and Trustee of The Alexander Christopher Trust. I make this declaration
3 in support of the above-captioned Plaintiffs' Opposition to Defendants' Motion for Partial Summary
4 Judgment and Counter-Motion for Partial Summary Judgment (the "Opposition").

5 2. On March 23, 2010 Go Global, Inc. and I, as its sole owner of stock, filed for Chapter 11
6 bankruptcy relief. See Voluntary Petition for Go Global, Inc. and Carlos Huerta, respectively attached
7 herein as Exhibits B and C.

8 2. Schedule B of Go Global's bankruptcy petition stated that Sig Rogich owed Go Global
9 \$2,747,729.50 as an account receivable. See Schedule B of bankruptcy petition attached herein as
10 Exhibit D; Exhibit 5 of Defendant's Motion for Partial Summary Judgment.

11 3. On March 24, 2010 Lionel Sawyer & Collins ("Lionel") entered an appearance in the
12 bankruptcy matter on behalf of another client, Hugo Paulson. Notice of Appearance, Request for
13 Matrix Entry and Request for Service of all Notices and Documents, attached herein as Exhibit E.

14 4. From March 24, 2010 to the present Lionel continued to receive service of pleadings and
15 documents filed in the bankruptcy cases of Go Global and myself. In re: Go Global, Chapter 11
16 (Jointly Administered), United States Bankruptcy Court, District of Nevada, Case No. BK-S-10-14804-
17 BAM, Mailing Matrix dated August 20, 2014, attached herein as Exhibit F. Mr. Sam Lionel also
18 personally receives notices from Go Global and the other jointly administered cases, as indicated on the
19 mailing matrix "THE LIONEL FOUNDATION c/o SAMUEL S. LIONEL 300 SOUTH FOURTH
20 STREET, SUITE 1700 LAS VEGAS, NV 89101-6000." *Id.* at p. 2. Lionel has, therefore, been
21 apprised of all the filings submitted in these collective bankruptcy cases from their outset.

22 5. Through substantial efforts from myself and my attorneys, Go Global and Carlos Huerta
23 were successful in reorganizing the businesses and debts. Order Confirming Third Amended Joint
24

Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta, Charleston Falls, LLC and HPCH, LLC, dated July 30, 2013, attached herein as Exhibit G¹. Mr. Lionel was personally involved in the confirmation of the Chapter 11 Plan as he and I had entered into a “Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel Foundation, Docket No. 501 (the “Lionel Foundation Stipulation”).” Exhibit G, p. 2:21-23².

6. During the course of the bankruptcy proceedings, Mr. Rogich, his Trust, nor Eldorado Hills, LLC submitted a proof of claim in those proceedings though they were well aware of the fact that those proceedings were transpiring.

7. The Order confirming the plan of reorganization provided several instructive definitions, reserved rights and most importantly determined that the Bankruptcy Court would retain jurisdiction of the interpretation of the Order. *See generally* Exhibit G.

8. According to the Confirmation Order the Plan of Reorganization (the “Plan”) “shall be binding upon and inure to the benefit of (i) the Debtors and their respective successors and assigns, ...” Exhibit G, p. 6: 24-27.

¹ The Third Amended Joint Plan of Reorganization for the Debtors is attached to the Order confirming the Plan (the “Confirmation Order”) as Exhibit A. See Exhibit G. Defendant has also submitted what Mr. Lionel has affirmed as “a true and correct copy” of the Confirmation Order as Exhibit 13. As Mr. Lionel was a personal party to the Confirmation through his foundation, The Lionel Foundation, and through his firm’s representation of Mr. Rogich in *Antonio Nevada, LLC v. Sigmund Rogich, et al.*, Eighth Judicial Court Case No. A-653807 (the “Antonio Nevada case”)(which complaint was filed on December 27, 2011), which matter involved the same subject real property owned by Eldorado Hills, LLC, which Mr. Huerta was deposed, Lionel has been intimately familiar with the financial affairs and bankruptcy proceedings of Mr. Huerta and Go Global. Mr. Lionel, in the Antonio Nevada, case also produced over a hundred pages of documents from Mr. Huerta’s and Go Global’s bankruptcy case which they were personally served as the firm had entered an appearance in the matter, due to Mr. Lionel’s personal involvement.

² The Confirmation Order also stated “The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation Stipulation (Docket No. 501) are each approved.” Exhibit G, p. 6:18-20.

1 9. The Bankruptcy Court also retained exclusive jurisdiction in all matters pertaining to the
2 Plan and its interpretation. As the Confirmation Order and Plan unequivocally state:

3 30. From and after the Effective Date, this Court shall retain and have exclusive
4 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for
5 purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code,
6 including without limitation, jurisdiction over the matters set forth in the Plan,
7 which is incorporated herein by reference, as if set forth *in extenso*. ...

8 ARTICLE XII.
9 RETENTION OF JURISDICTION

10 Notwithstanding the entry of the Confirmation Order and the occurrence of the
11 Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such
12 jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters
13 related to the Chapter 11 cases, the Debtors and the Plan are legally permissible
14 including, without limitation, jurisdiction to: ...

15 4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
16 ...

17 6. decide or resolve any motions, adversary proceedings, contested or litigated
18 matters and any other Causes of Action that are pending as of the Effective Date
19 or that may be commenced in the future, and grant or deny any applications
20 involving Debtors that may be pending on the Effective Date or instituted by the
21 Reorganized Debtors after the Effective Date, provided that the Reorganized
22 Debtors shall reserve the right to commence actions in all appropriate forums and
23 jurisdictions;...

24 8. resolve any cases, controversies, suits or disputes that may arise in connection
25 with the Consummation, **interpretation or enforcement of the Plan or any**
26 **Entity's obligations incurred in connection with the Plan**; ...

27 Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added].

28 10. Therefore based on the plain language of the Confirmation Order and the Plan, only the
Bankruptcy Court is permitted to interpret the effects of the Confirmation Order and the Plan.

11. The Plan also defines the terms “causes of action” and “claims”:

14. "Causes of Action" means all actions, causes of action (including Avoidance
Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments,
remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims,
third-party claims, indemnity claims, contribution claims or any other claims
disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct
or indirect, choate or inchoate, existing or hereafter arising, in law, equity or
otherwise, based in whole or in part upon any act or omission or other event

1 occurring prior to the Commencement Date or during the course of the Chapter 11
2 Cases, including through the Effective Date.

3 16. "Claim" means any claim against the Debtors as defined in section 101(5) of
4 the Bankruptcy Code.

5 Exhibit G, p. 14:8-14 (Confirmation Order); Plan, pp. 28-29 [Emphasis Added].

6 12. 11 U.S.C. § 101(5) defines "claim" as:

7 (A) right to payment, whether or not such right is reduced to judgment, liquidated,
8 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
9 equitable, secured, or unsecured; or

10 (B) right to an equitable remedy for breach of performance if such breach gives
11 rise to a right to payment, whether or not such right to an equitable remedy is
12 reduced to judgment, fixed, contingent, matured, unmatured, disputed,
13 undisputed, secured, or unsecured.

14 *Id.*

15 13. The Plaintiffs' right to seek repayment of the Rogich "claim" as mentioned in the
16 bankruptcy petition of Go Global is the enforcement of a right of repayment which was expressly
17 memorialized in the Purchase Agreement, and permissible under the Confirmation Order and Plan as
18 those rights were preserved. The Plan also negated the allowance of any party by which Plaintiffs had
19 a "cause of action" to assert the doctrines of judicial estoppel and claim preclusion. Furthermore,
20 Plaintiffs or their assigns were permitted and are permitted to litigate their causes of action in any
21 suitable forum. As the Confirmation and Plan expressed at length:

22 B. Preservation of Rights of Action

23 1. Maintenance of Causes of Action

24 Except as otherwise provided in the Plan or Confirmation Order, after the
25 Effective Date, **the Reorganized Debtors shall retain all rights to commence,**
26 **pursue, litigate or settle, as appropriate, any and all Causes of Action,**
27 including any litigation relating to the Paulson Group, whether existing as of the
28 Commencement Date or thereafter arising, in any in any court or other tribunal
including, without limitation, in an adversary proceeding Filed in the Chapter 11
Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), **the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors** (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors, at this time, or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, **therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order).** In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuit.

Exhibit G, pp. 27-28 [Emphasis Added].

14. The Plan also again confirmed that all of these rights and reservations were attributable to our successors or assigns:

D. 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.

Exhibit G, p. 29 (Plan).

The Alexander Christopher Trust is an assignee of Go Global and thus is entitled to the same rights and privileges under the Confirmation Order and Plan as Go Global. Under the Plan, any act or non-act did

1 not constitute a waiver of rights of Mr. Huerta and Go Global, and specifically did not bar the right of
2 these Plaintiffs to seek compensation for their claim identified against the Rogich Trust:

3 ... Neither the filing of the Plan, any statement or provision contained herein, nor
4 the taking of any action by the Debtors or any other Entity with respect to the Plan
5 shall be or shall be deemed to be an admission or waiver of any rights of: (I) any
6 Debtors with respect to the Holders of Claims or Equity Interests or other Entity;
or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the
Effective Date.

7 Exhibit G, p. 30 (Plan).

8 Therefore under a plain reading of the Confirmation Order and Plan: (1) Only the Bankruptcy
9 Court is permitted to interpret the Confirmation Order and Plan; (2) All “Causes of Action” were
10 reserved; (3) Plaintiffs’ were permitted to prosecute their “Causes of Action” in a forum of their
11 choosing; (4) Such decision to prosecute this matter outside of a bankruptcy adversary proceeding was
12 not subject to collateral attack by another party for which Plaintiffs may seek to adjudicate their rights
13 through their arguing of judicial estoppel, claim preclusion, res judicata or any other legal argument in
14 equity which would allegedly bar the Plaintiffs from pursuing this litigation, and (5) nor did the filing
15 of this action constitute a waiver of any rights held by these same Plaintiffs. See ¶¶6-14 above.

17 15. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of
18 Eldorado Hills, LLC (“Eldorado”).

20 16. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the
21 project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.
22 Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich’s urging.
23 Other investors, such as Eric Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the
24 principal amounts they had provided to Eldorado or pursuant to other agreements.

26 17. On or about October 30, 2008, Huerta, Go Global and Mr. Rogich, through his family
27 trust, entered into an agreement whereby my interests and Go Global’s interests would be purchased by

1 Rogich for \$2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached herein as
2 Exhibit H.

3 18. Pursuant to the Agreement, the \$2,747,729.50 (the "debt") would be paid from "future
4 distributions or proceeds ... distributed to Buyer from Eldorado at the rate of 56.20% of such profits, as
5 when and if received by Buyer from the Company [Eldorado Hills]". *Id.* at Exhibit H, Section 2(a).
6 The Purchase Agreement also carries, with it, an attorney's fees and costs provision to the prevailing
7 party. *Id.* at Section 7(d).
8

9 19. Pursuant to the Membership Interest Assignment Agreement dated January 1, 2012 The
10 Rogich 2004 Family Irrevocable Trust sold its 40% interest in Eldorado Hills for \$682,080.00. As that
11 agreement states:

12 G. Rogich desires to transfer its forty (40%) ownership interest in
13 Eldorado in exchange for the Consideration set forth below.

14 2. Consideration. Consideration to be tendered by Eliades to Rogich
15 for the Membership Interest shall be the sum of \$682,080.00.

16 Exhibit I, pp. 1-2, EH000008 – 9.

17 20. Mr. Rogich's own deposition testimony also confirmed that he received the benefit of
18 the \$682,080.00³, though he argued that supposedly this amount was subject a setoff by a prior loan.

19 21. As Mr. Rogich claimed: (1) His trust borrowed \$600,000 from Mr. Eliades to increase
20 his interest from 35% to 40%; (2) At the time of the buyout of the Rogich trusts interest equal to 40%,
21

22 ³ Mr. Rogich also confirmed in his deposition that he received "simultaneously" at the time of
23 surrendering his interest, a piece of property which was not subject to any mortgage debt, from Mr.
24 Eliades. Though this matter is not relative to the direct issue of whether Go Global was entitled to a
25 portion of the \$682,080.00, it is clear, based on Mr. Rogich's testimony that when he walked away
26 from his interest he "walked into" the ownership of a property worth several million dollars, without
27 paying Go Global any compensation for allowing his trust to use the \$2.7MM of Go Global's capital
28 account and interest which Go Global sold the Rogich Trust, in October 2008. Mr. Huerta was present,
during Mr. Rogich's deposition, and can testify to these facts. Plaintiffs were only able to procure a
draft copy of Mr. Rogich's deposition because it was just taken on August 21, 2014.

1 he gave a check to Mr. Eliades for \$682,080.00; but (3) Mr. Eliades gave him a check for the same
2 amount \$682,080.00 back:

3 Q. Did you receive any other payments from Eldorado Hills when you
4 surrendered your interest other than the piece of property?

5 Q. Did you ever receive \$682,080 from Eliades?

6 A. Yes....

7 Q. So let me go over that in detail. At the time of the purchase in approximately
8 2008, he loaned \$682,000 or so for Al Flangas' interest?

9 A. For a portion of Al Flangas' stock. I moved mine from, I think, 33 to 40, and I
10 may be getting some of this wrong, but the amount was \$600,000 that I would
11 have needed. He loaned me that money plus interest, which is where the 83,000
came in, and as part of this transaction to clear that up, he gave me a check for
683,000 and I gave him a check back for 683,000.

12 Exhibit J, pp. 2; 100:7-9, 14-16; 101:2-14.

13 22. Thus, even according to Mr. Rogich's own explanation of the \$682,080 he received this
14 amount twice from Mr. Eliades (or \$1,364,160, or \$1,282,080 if \$600,000 was initially provided) and
15 he provided in return to Mr. Eliades only \$682,080. Therefore, under Mr. Rogich's own testimony he
16 received a profit of \$682,080 for the interest he held in Eldorado Hills which was derived from the
17 interest he purchased from Go Global, under the Purchase Agreement of October 24, 2008. *See Id*⁴.

18 24. Pursuant to the Purchase Agreement, the Rogich Trust owes The Alexander Christopher
19 Trust, as assignee of Go Global, 56.20% of \$682,080 or \$383,328.96. *See Exhibit J.* Furthermore, as
20 the prevailing party, this amount should include attorney's fees and costs. Exhibit H, Section 7(d).
21

22 ⁴ In addition to the monetary payment described above, the Rogich Trust simultaneously accepted 4.09
23 acres of land (Assessor Parcel Number: 191-05-119-002), fronting the I-15 freeway, which value is
24 believed to exceed \$2,150,000.00. Mr. Rogich claimed that this land was worth less than \$500,000.00,
25 however in 2012. However, as the land sold for \$2.18 million (in early 2010) when our Las Vegas real
26 estate market had experienced one of the most precipitous and downward devaluations ever, Mr.
Rogich's biased 2012 valuation cannot be given any credence, as the market had recovered
considerably by 2012.

1 I declare under penalty of perjury of the laws of the United States that these facts are true to the
2 best of my knowledge and belief.

3 Dated this 25th day of August, 2014.

4 /s/ Carlos A. Huerta
5 Carlos A. Huerta
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EXHIBIT B

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Nevada				Voluntary Petition																					
Name of Debtor (if individual, enter Last, First, Middle): Go Global, Inc.			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): DBA Go Global Properties; DBA Go Global Commercial Real Estate			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) 88-0432565			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): 3060 E. Post Road #110 Las Vegas, NV <div style="text-align: right; font-size: small;">ZIP Code 89120</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: Clark			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): 3060 E. Post Road #110 Las Vegas, NV 89120																									
Type of Debtor (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.)		Nature of Business (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 Tax-Exempt Entity (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).		Chapter of Bankruptcy Code Under Which the Petition is Filed (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 Nature of Debts (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.																					
Filing Fee (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.			Check one box: Chapter 11 Debtors <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).																						
Statistical/Administrative Information <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.				THIS SPACE IS FOR COURT USE ONLY																					
Estimated Number of Creditors <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>1-49</td><td>50-99</td><td>100-199</td><td>200-999</td><td>1,000-5,000</td><td>5,001-10,000</td><td>10,001-25,000</td><td>25,001-50,000</td><td>50,001-100,000</td><td>OVER 100,000</td></tr></table>						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
1-49	50-99	100-199	200-999			1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000														
Estimated Assets <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>\$500,000,001 to \$1 billion</td><td>More than \$1 billion</td></tr></table>				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																
Estimated Liabilities <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>\$500,000,001 to \$1 billion</td><td>More than \$1 billion</td></tr></table>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																

B1 (Official Form 1)(1/08)

Page 2

Voluntary Petition (This page must be completed and filed in every case)		Name of Debtor(s): Go Global, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -		Case Number:	Date Filed:
Location Where Filed:		Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: Carlos A. Huerta and Christine H. Huerta		Case Number: 10-14456-bam	Date Filed: 3/18/10
District: Nevada		Relationship: President	Judge: Bruce A. Markell
Exhibit A (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.		Exhibit 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). X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C 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.			
Exhibit D (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.			
Information Regarding the Debtor - Venue (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.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (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.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) <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)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<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>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Zions Bank 401 N. Capital Idaho Falls, ID 83402	Zions Bank 401 N. Capital Idaho Falls, ID 83402			617,763.00 (0.00 secured)

**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
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IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

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555 E. Washington Ave. #1300
Las Vegas, NV 89101

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

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Los Angeles, CA 90060-0938

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5024 E. Lafayette Blvd.
Phoenix, AZ 85018

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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 C

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Nevada				Voluntary Petition																					
Name of Debtor (if individual, enter Last, First, Middle): Go Global, Inc.			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): DBA Go Global Properties; DBA Go Global Commercial Real Estate			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) 88-0432565			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): 3060 E. Post Road #110 Las Vegas, NV			Street Address of Joint Debtor (No. and Street, City, and State):																						
ZIP Code 89120			ZIP Code																						
County of Residence or of the Principal Place of Business: Clark			County of Residence or of the Principal Place of Business:																						
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):																						
ZIP Code			ZIP Code																						
Location of Principal Assets of Business Debtor (if different from street address above): 3060 E. Post Road #110 Las Vegas, NV 89120																									
Type of Debtor (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.)		Nature of Business (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 Tax-Exempt Entity (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).		Chapter of Bankruptcy Code Under Which the Petition is Filed (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 Nature of Debts (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.																					
Filing Fee (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.			Chapter 11 Debtors 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).																						
Statistical/Administrative Information <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.				THIS SPACE IS FOR COURT USE ONLY																					
Estimated Number of Creditors <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>1-49</td><td>50-99</td><td>100-199</td><td>200-999</td><td>1,000-5,000</td><td>5,001-10,000</td><td>10,001-25,000</td><td>25,001-50,000</td><td>50,001-100,000</td><td>OVER 100,000</td></tr></table>						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
1-49	50-99	100-199	200-999			1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000														
Estimated Assets <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>\$500,000,001 to \$1 billion</td><td>More than \$1 billion</td></tr></table>				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																
Estimated Liabilities <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>\$500,000,001 to \$1 billion</td><td>More than \$1 billion</td></tr></table>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																

B1 (Official Form 1)(1/08)

Page 2

Voluntary Petition (This page must be completed and filed in every case)		Name of Debtor(s): Go Global, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -		Case Number:	Date Filed:
Location Where Filed:		Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: Carlos A. Huerta and Christine H. Huerta		Case Number: 10-14456-bam	Date Filed: 3/18/10
District: Nevada		Relationship: President	Judge: Bruce A. Markell
Exhibit A (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.		Exhibit 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). X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C 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.			
Exhibit D (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.			
Information Regarding the Debtor - Venue (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.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (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.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) <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

 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)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<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>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Zions Bank 401 N. Capital Idaho Falls, ID 83402	Zions Bank 401 N. Capital Idaho Falls, ID 83402			617,763.00 (0.00 secured)

**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

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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

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Las Vegas, NV 89120

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

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3960 Howard Hughes Pkwy
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Las Vegas, NV 89169

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Nevada State Bank
Acct No 0180910033179005001
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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 D

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

EXHIBIT E

Electronically Filed March 24, 2010

Jennifer A. Smith
jsmith@lionelsawyer.com
Nevada Bar No. 610
LIONEL SAWYER & COLLINS
1100 Bank of America Plaza
50 West Liberty Street
Reno, Nevada 89501
(775) 788-8624 (Telephone)
(775) 788-8682 (Fax)

Attorneys for Creditor Hugo Paulson

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

GO GLOBAL, INC.,

Debtor.

**Case No.: BK-N-10-14804-LBR
Chapter 11**

**NOTICE OF APPEARANCE,
REQUEST FOR MATRIX ENTRY AND
REQUEST FOR SERVICE OF ALL
NOTICES AND DOCUMENTS**

To: Clerk of the Court
United States Bankruptcy Court
District of Nevada

PLEASE enter the appearance of Jennifer A. Smith of the firm of Lionel Sawyer & Collins, pursuant to Rule 9010(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") as attorneys for creditor Hugo Paulson. As parties in interest and, pursuant to Bankruptcy Rule 2002 and §1109(b) of the Bankruptcy Code 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), Hugo Paulson requests that all notices given or required to be given in this case be given to and served upon the undersigned at the following addresses:

Jennifer A. Smith
LIONEL SAWYER & COLLINS
50 W. Liberty St., Ste. 1100
Reno, Nevada 89501
Telephone: (775) 788-8666
Facsimile: (775) 788-8682
Email: jsmith@lionelsawyer.com

And that said address be added to the official addresses matrix maintained in this proceeding by the Clerk of the Court.

Please take further notice that pursuant to §1109(b) of the Bankruptcy Code, the

1 foregoing request includes not only the notices and appearance referred to in the Bankruptcy
2 Rules but also includes, without limitation, notices of any application, motion, petition, pleading,
3 request, complaint or demand, whether formal or informal, which affects or seeks to affect in any
4 way the rights or interest of parties in interest in this case.

5 This Notice of Appearance Request for Matrix Entry and Request for Service of all
6 Notices and Documents shall not be deemed or construed to be a waiver of any rights (1) to have
7 final orders in noncore matters entered only after de novo review by a District Court Judge, (2) to
8 trial by jury in any proceeding so triable in this case or any case, controversy or proceeding
9 related to this case, (3) to have the District Court withdraw the reference in any matter subject to
10 mandatory or discretionary withdrawal, or (4) or any other rights, claims, actions, setoffs or
11 recoupments which may be entitled, in law or in equity. All of these rights, claims, actions,
12 defenses, setoffs and recoupments are expressly reserved.

13 Dated this 24th day of March, 2010.

14 LIONEL SAWYER & COLLINS

15
16 By: /s/ Jennifer A. Smith
17 Jennifer A. Smith

18 Attorneys for Hugo Paulson
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EXHIBIT F

Label Matrix for local noticing
0978-2
Case 10-14804-led
District of Nevada
Las Vegas
Wed Aug 20 15:06:49 PDT 2014

CHARLESTON FALLS, LLC
3060 E. POST ROAD, SUITE 110
LAS VEGAS, NV 89120-4449

HPCH, LLC
3060 E. POST ROAD, STE. 110
LAS VEGAS, NV 89120-4449

Nationstar Mortgage LLC.
608 South 8th Street
Las Vegas, NV 89101-7005

UNITED ONE EQUITIES, LLC (all)
UNITED ONE EQUITIES, LLC
1101 E. TROPICANA AVE., STE 2119
LAS VEGAS, NV 89119-6629

AZURE SEAS, LLC C/O HUGO R. PAULSON
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY STREET, #1100
RENO, NV 89501-1951

Arie Fisher
16 Rashi Street
Ra-anana, Israel 43214

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Christine H. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120-4449

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713-0002

AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

Citibank, N.A.
701 East 60th Street North
SIOUX FALLS, SD 57104-0493

KOLESAR & LEATHAM, CHTD
3320 WEST SAHARA AVENUE
SUITE 380
LAS VEGAS, NV 89102-3202

RECOVERY MANAGEMENT SYSTEMS CORPORATION
25 S.E. SECOND AVENUE
INGRAHAM BUILDING, SUITE 1120
MIAMI, FL 33131-1605

WESTERN NATIONAL TRUST COMPANY
C/O HOWARD & HOWARD ATTORNEYS, PPLC
3800 HOWARD HUGHES PKWY, STE 1400
LAS VEGAS, NV 89169-5980

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018-4430

CJ Barnabi
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120-4449

(p)CITIBANK
PO BOX 790034
ST LOUIS MO 63179-0034

GORDON SILVER
ATTN: ERIC R. OLSEN, ESQ.
3960 HOWARD HUGHES PKWY., 9TH FLOOR
LAS VEGAS, NV 89169-5978

CANTANGO CAPITAL ADVISORS
C/O HOWARD & HOWARD ATTORNEYS PLLC
3800 HOWARD HUGHES PKWY, STE 1400
LAS VEGAS, NV 89169-5980

GO GLOBAL, INC.
3060 E. POST ROAD #110
LAS VEGAS, NV 89120-4449

NEVADA STATE BANK
C/O SYLVESTER & POLEDNAK, LTD.
7371 PRAIRIE FALCON RD, STE 120
LAS VEGAS, NV 89128-0834

U.S. TRUSTEE - LV - 11 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101-5803

United States Bankruptcy Court
300 Las Vegas Blvd., South
Las Vegas, NV 89101-5833

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148-5007

Bailus Cook & Kelesis
400 South Fourth Street, Suite 300
Las Vegas, NV 89101-6206

Carlos A. Huerta
3060 E. Post Rd. #110
Las Vegas, NV 89120-4449

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169-5978

HUGO R. PAULSON, AS TRUSTEE OF HUGO R. PAULS
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, AS TRUSTEE OF HUGO R. PAULS
LIONEL SAWYER & COLLINS
JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, INDIVIDUALLY & AS TRUSTEE O
LIONEL SAWYER & COLLINS
ATTN: JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

HUGO R. PAULSON, INDIVIDUALLY
LIONEL SAWYER & COLLINS
JENNIFER A. SMITH
50 WEST LIBERTY STREET, SUITE 1100
RENO, NV 89501-1951

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018-4430

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102-3202

Kolesar & Leatham, Chtd.
Attn: Peter D. Navarro, Esq.
3320 W. Sahara Ave., Ste. 380
Las Vegas, NV 89102-3202

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148-5007

(p) WACHOVIA BANK NA
MAC X2303-01A
1 HOME CAMPUS
1ST FLOOR
DES MOINES IA 50328-0001

NEVADA STATE BANK
C/O JEFFREY R. SYLVESTER, ESQ.
7371 PRAIRIE FALCON ROAD, SUITE 120
LAS VEGAS, NEVADA 89128-0834

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101-1046

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125-0990

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89146-0354

Park City Homeowner's Association
P.O. Box 171439
Salt Lake City, UT 84117-1439

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509-6118

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052-4031

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

SMITH, GAMBRELL & RUSSELL, LLP
ATTN: JOHN T. VIAN, ESQ.
1230 PEACHTREE STREET, N.E., SUITE 3100
ATLANTA, GA 30309-3592

Sigmund Rogich
3883 Howard Hughes Pkwy, Ste. 550
Las Vegas, NV 89169-6751

Sweetwater Lift Lodge
1255 Empire Avenue
Park City, UT 84060

THE LIONEL FOUNDATION
c/o SAMUEL S. LIONEL
300 SOUTH FOURTH STREET, SUITE 1700
LAS VEGAS, NV 89101-6000

United One Equities, LLC,
1101 E. Tropicana Avenue
Suite #2119
Las Vegas, Nevada 89119-6629

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101-5803

Zions Bank
Acct No 0010039798978529001
401 N. Capital
Idaho Falls, ID 83402

Zions Bank
P.O. Box 25855
Salt Lake City, UT 84125

BRYAN A. LINDSEY
THE SCHWARTZ LAW FIRM
6623 LAS VEGAS BLVD. SO., STE 300
LAS VEGAS, NV 89119-3246

CHRISTINA H. HUERTA
3060 E. POST RD. #110
LAS VEGAS, NV 89120-4449

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Hugo Paulson
Lionel Sawyer & Collins
c/o Jennifer A. Smith
1100 W. Liberty St., Ste. 1100
Reno, NV 89501

JOHN DE VRIES
C/O TROY A. WALLIN
10161 PARK RUN DRIVE, SUITE 150
LAS VEGAS, NV 89145-8872

MARK G SIMONS
ROBISON, BELAUSTEGUI, SHARP & LOW
71 WASHINGTON ST
RENO, NV 89503-5636

SAMUEL A. SCHWARTZ
6623 LAS VEGAS BLVD. SO., STE 300
LAS VEGAS, NV 89119-3246

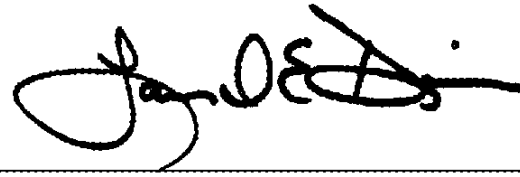
The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank Of America Acct No 68181004915099 Po Box 26078 Greensboro, NC 27420	Citibank South Dakota NA DBA 4740 121st St Urbandale, IA 50323	IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114
Meridian Financial Services, Inc. P.O. Box 1410 Asheville, NC 28802-1410		

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)ORDINARY COURSE PROFESSIONALS	(u)WELLS FARGO BANK, N.A.	(d)AMERICAN EXPRESS BANK FSB C/O BECKETT AND LEE LLP POB 3001 MALVERN PA 19355-0701
(d)HPCH, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120-4449	(d)CARLOS A. HUERTA 3060 E. POST RD. #110 LAS VEGAS, NV 89120-4449	End of Label Matrix Mailable recipients 61 Bypassed recipients 5 Total 66

EXHIBIT G



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
July 22, 2013

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
Debtor,)	
In re:	)	CASE NO.: 10-14804-BAM
Carlos A. Huerta, and	)	CASE NO.: 10-14456-BAM
Christine H. Huerta,	)	CASE NO.: 11-27226-BAM
Debtors.	)	CASE NO.: 11-28681-BAM
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Confirmation Hearing Date: June 19, 2013
Debtor.	)	Confirmation Hearing Time: 9:00 a.m.
)	

**ORDER CONFIRMING THIRD AMENDED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF GO GLOBAL, INC., CARLOS AND
CHRISTINE HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC**

Go Global, Inc., Carlos A. Huerta, Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC (collectively, the “Debtors”), as debtors and debtors in possession, having proposed and filed

1 their Third Amended Chapter 11 Plan of Reorganization, Docket No. 502 (the “**Plan**”);¹ and the Court
2 having conducted a hearing on June 19, 2013 (the “**Hearing**”) to consider confirmation of the Plan,
3 and the Court having considered (i) the Debtors’ Memorandum of Law in Support of Confirmation of
4 their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Docket No. 498 (the
5 “**Memo**”), (ii) the Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots
6 Accepting and Rejecting the Debtors’ Plan of Reorganization, Docket No. 499, (iii) the Supplemental
7 Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and
8 Rejecting the Debtors’ Plan of Reorganization, Docket No. 504, and (iv) the pleadings filed in support
9 of confirmation, including (a) the Joint Statement of Undisputed Facts in Connection With The Plan of
10 Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta, Charleston Falls, LLC
11 and HPCH, LLC Under Chapter 11 of the Bankruptcy Code, Docket No. 497, (b) the Declaration of
12 the Debtors in Support of Confirmation, Docket No. 503, (c) the Stipulation Regarding Amendments
13 to and Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization Between the Debtors,
14 Hugo R. Paulson and Nevada State Bank, Docket No. 500 (the “**Paulson and NSB Stipulation**”), and
15 (d) the Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel
16 Foundation, Docket No. 501 (the “**Lionel Foundation Stipulation**”); and the Court being familiar
17 with the Plan and other relevant factors affecting this case pending under Chapter 11 of Title 11 of the
18 United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”); and the Court
19 having taken judicial notice of the entire record of the Chapter 11 case, including, without limitation,
20 all pleadings and papers filed by the Debtors in the Chapter 11 case, including the order (the
21 “**Disclosure Statement Order**”) entered by the Court on April 8, 2013 (a) approving the Debtors’
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32 ¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to
33 such terms in the Plan.
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1 Disclosure Statement with Respect to the Plan (the “**Disclosure Statement**”), (b) approving the forms
2 of ballots and solicitation and tabulation procedures, (c) prescribing the form and manner of notice
3 thereof, (d) fixing the last date for filing objections to the Plan, (e) scheduling the Hearing to consider
4 confirmation for the Chapter 11 Plan, and (f) appointing The Schwartz Law Firm, Inc. (“**SLF**”) as
5 solicitation and tabulation agent; and the Court having found that due and proper notice has been given
6 with respect to the Hearing and the deadlines and procedures for objections to the Plan and the
7 appearance of all interested parties having been duly noted in the record of the Hearing; and upon the
8 record of the Hearing, and after due deliberation thereon, and sufficient cause appearing therefore;
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10
11

12 **IT IS HEREBY FOUND AND CONCLUDED,**² that

13
14 **JURISDICTION AND VENUE**

15 A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to
16 28 U.S.C. § 1334.
17

18 B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this
19 Court has jurisdiction to enter a final order with respect thereto.
20

21 C. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper
22 proponents of the Plan under section 1121(a) of the Bankruptcy Code.
23

24 D. Each of the conditions precedent to the entry of this Order has been satisfied.
25

26 **JUDICIAL NOTICE**

27 E. This Court takes judicial notice of the docket of the Debtors’ Chapter 11 case
28 maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other
29

30 ² The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and
31 conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of
32 Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of
33 Bankruptcy Procedure (the “**Bankruptcy Rules**”). To the extent any finding of fact constitutes a
34 conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of
fact, it is adopted as such.

documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 case.

**STANDARDS FOR CONFIRMATION UNDER
SECTION 1129 OF THE BANKRUPTCY CODE**

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126 of the Bankruptcy code.

G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11 case or the Plan has been made by the Debtors other than payments that have been authorized by order of the Court.

H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

I. Section 1129(a)(8). The Plan has been accepted by eight (8) impaired classes of Claims.

J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that voted on the Plan, including classes 2(a), 2(b), 2(c), 2(d), 2(g), 4, 5 and 6, determined without including any acceptance of the Plan by any insider.

L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors.

1 M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under
2 section 1930, title 28, United States Code by the Debtors on the Effective Date (or as soon as
3 practicable thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or
4 dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become
5 due and payable.
6

7
8 N. Section 1129(a)(15). There were no objections to the Plan from creditors holding
9 allowed unsecured claims. In accordance with section 1129(a)(15), unless the Decision and Judgment
10 are overturned on appeal such that the individual Debtors cannot pay their claims in full as set forth in
11 the Plan, the Debtors will not make any Plan payments to their general unsecured creditors.
12

13
14 O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that
15 has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a)
16 and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of
17 the Bankruptcy Code have been satisfied.
18

19
20 P. Section 1129(d). No party in interest, including but not limited to any governmental
21 unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose
22 of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities
23 Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan
24 satisfies the requirements of section 1129(d) of the Bankruptcy Code.
25

26
27 **EXECUTORY CONTRACTS**

28 Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence
29 of the Effective Date, the Plan provides for the rejection of each and every executory contract and
30 unexpired lease that is listed in the Plan Schedules as being rejected. The Debtors' decision regarding
31 the assumption and rejection of executory contracts and unexpired leases are based on and are within
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1 the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are
2 in the best interests of the Debtors, their estate, holders of Claims, and other parties in interest in this
3 Chapter 11 case.
4

5 **SETTLEMENTS**

6 R. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a),
7 and in consideration of the classification, distributions, and other benefits provided under the Plan, the
8 provisions of the Plan constitute a good faith compromise and settlement of all the Claims and
9 controversies resolved pursuant to the Plan.
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11

12 ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

13
14 **A. General**

15 1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the
16 Hearing is hereby closed.
17

18 2. The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation
19 Stipulation (Docket No. 501) are each approved.
20

21 3. The Effective Date of the Plan shall occur as set forth in the Plan.

22 4. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of
23 the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtors and their
24 respective successors and assigns, (ii) the holders of Claims and their respective successors and
25 assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan,
26 and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any
27 other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory
28 contract or unexpired lease of the Debtors, and (v) each of the foregoing's respective heirs, successors,
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1 assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives,
2 attorneys, beneficiaries, or guardians, if any.

3
4 **B. Treatment of Secured Claims**

5 5. Except as expressly set forth herein, the secured portions of the Lenders' claims are
6 reduced to the appraised value of the Properties, pursuant to 11 U.S.C. § 506(a).
7

8 6. The unsecured portions of the Lenders' claims are reduced and shall be treated as
9 "general unsecured claims" - pursuant to 11 U.S.C. § 506(a).
10

11 7. The secured claim of BMW Financial Services, LLC in Class 1(a) is paid in full in the
12 amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal
13 balance, and in accordance with the terms of its related loan terms.
14

15 8. The secured claim of Wells Fargo Bank, N.A. is Class 1(b) against the Debtors property
16 located at 8767 N. US Highway 301, Wildwood, Florida is paid in full in the amount of \$619,969.10,
17 less any payments received after the Petition Date and applied to the principal balance, and in
18 accordance with the terms of its related note and mortgage. Such payments will be made by The
19 Villages, LLC, and the total amounts of the claim against 8767 N. US Highway 301, Wildwood,
20 Florida are:
21
22

23
24 a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

25 i. Secured Claim - \$619,969.10 (less any payments received after the
26 Petition Date and applied to the principal balance)

27 ii. Unsecured Claim - \$0.00
28

29 9. The secured claim of Chase Home Finance, LLC in Class 1(c) against the Debtors'
30 property located at 809 Lone Star Drive, Cedar Park, Texas shall be paid the indubitable equivalent of
31 its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code by the Debtors'
32 surrendering of the property to Chase Home Finance, LLC.
33
34

10. The secured claim of Zions Bank in Class 1(d) against the Debtors' property located at 1370 Highway #20, Ashton, Idaho shall be paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related note and mortgage. The total amounts of the claim against 1370 Highway #20, Ashton, Idaho are:

a. First Lien – Zions Bank - Loan Number – ****9001

i.	Secured Claim -	\$617,763.00 (less any payments received after the Petition Date and applied to the principal balance)
----	-----------------	--

ii. Unsecured Claim - \$0.00

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by the parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between the parties (Docket No. 500), with a principal amount of \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note. The total amounts of the claim against 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

a. First Lien – Nevada State Bank - Loan Number – ****5001

i.	Secured Claim -	\$175,000.00
----	-----------------	--------------

ii. Unsecured Claim - \$0.00

12. The secured claim of Nationstar Mortgage, LLC in Class 2(b) against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada shall be paid as set forth in that certain stipulation between the parties (Docket No. 423), with a principal amount of \$350,671.80, less any payments received after the Petition date and applied to the principal balance) amortized at 5.0%

1 interest over 30 years, for a total monthly principal and interest payment of \$1,882.48. The total
2 amounts of the claim against 908 Harold Dr., Unit 22, Incline Village, Nevada are:

3
4 a. First Lien – Nationstar Mortgage, LLC - Loan Number – ****3713

5 i. Secured Claim - \$350,671.80 (less any payments received after the
6 Petition Date and applied to the principal balance)

7 ii. Unsecured Claim - \$0.00
8

9 13. The secured claim of Wells Fargo Bank, N.A. in Class 2(c) against the Debtors'
10 property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134 shall be paid the
11 indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code
12 and pursuant to the certain stipulation between the parties (Docket No. 329) by the Debtors'
13 surrendering of the property to Wells Fargo Bank, N.A.
14

15
16 14. The secured claim of The Lionel Foundation in Class 2(d) against the Debtors' property
17 located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 shall be paid as set forth in that
18 certain stipulation between the parties (Docket No. 501), with a principal amount of \$137,194.97,
19 amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years
20 from the Effective Date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson
21 Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest
22 payments at 5.0% per annum. The total amounts of the claim against Cabin 11 at Mt. Charleston
23 Cabins, APN 129-36-101-009 are:
24

25
26 a. First Lien – The Lionel Foundation - Loan Number – ****1127

27 i. Secured Claim - \$137,194.97

28 ii. Unsecured Claim - \$0.00
29

30
31 15. The secured claims of Aurora Loan Servicing, LLC in Class 2(e) and Wells Fargo Bank
32 in Class 2(f) against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada
33
34

89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with a principal balance of \$673,000.00, less any payments made after the Petition Date and applied to the principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo Bank shall be paid an amount equal to \$15,000.00, amortized at 3.0% over 20 years, with a 1-year maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas, Nevada 89120 are:

a. First Lien – Aurora Loan Servicing, LLC - Loan Number – ****6255

i. Secured Claim - \$673,000.00 (less any post-petition payments made and applied to the principal balance)

ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo Bank, N.A. – Loan Number - ****1998

i. Secured Claim - \$15,000.00

ii. Unsecured Claim - \$0.00

16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("PSP"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation between the parties (Docket No. 500).

17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified as set forth above, however, all remaining terms of the mortgage and note, except as expressly modified herein, shall remain the same.

C. Treatment of Unsecured Claims

18. The allowed unsecured claims of Hugo R. Paulson and the Paulson Entities in Class 4 shall be subject to any right of setoff and/or recoupment that the Debtors may have against Paulson or the Paulson Entities obtained via the Decision and Judgment entered on November 2, 2012. The first proceeds which flow from the Decision and Judgment, however, will be used to offset and satisfy the allowed unsecured claims of Paulson and the Paulson Entities in Class 4, as set forth in that certain stipulation between the parties (Docket No. 500).

19. The allowed unsecured claim of Nevada State Bank in Class 5 against the Debtors shall be paid from the recoveries obtained by the Debtors from the Decision and Judgment against Paulson and the Paulson Entities, payable over 60 months in equal quarterly installments. Until the Debtors recover funds from Paulson and the Paulson Entities, the Debtors will pay Nevada State Bank's allowed unsecured claim after the Effective Date of the Plan, in accordance with that certain stipulation between the parties (Docket No. 500), as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

D. Plan Implementation.

20. The Debtors are authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,

1 filing or recording any agreements, instruments, or documents necessary to implement the Plan. All
2 such actions shall be deemed to have occurred and shall be in effect without any requirement or further
3 action by the Debtors.
4

5 21. To the extent Section 1129(a)(16) of the Bankruptcy Code may apply, the ultimate
6 ownership of the cabins, which (a) were a subject of the Decision and Judgment pursuant to Paulson's
7 claims to quiet title, and (b) are claimed as assets in the Paulson bankruptcy cases, will be resolved in
8 any court of competent jurisdiction, subject to the preclusive effect of the Decision and Judgment, if
9 any.
10
11

12 22. Each federal, state, commonwealth, local, foreign or other governmental agency is
13 hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary
14 or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and
15 this Order.
16
17

18 **E. Plan Distributions.**

19 23. There were no objections to the Plan from creditors holding allowed unsecured claims.
20 In accordance with section 1129(a)(15), the Debtors will not make any Plan payments to their general
21 unsecured creditors.
22
23

24 24. In accordance with the Plan, all applications for payment of fees and reimbursement of
25 expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation
26 pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no later
27 than forty-five (45) days after the Effective Date of the Plan (or, if such date is not a Business Day, by
28 the next Business Day thereafter). Any person or entity that fails to file such an application or request
29 on or before such date shall be forever barred from asserting such Administrative Claim against the
30 Debtors or their property, and the holder thereof shall be enjoined from commencing or continuing any
31
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1 action, employment of process or act to collect, offset or recover such Administrative Claim.
2 Applications for approval of professionals' fees not previously awarded during the pendency of the
3 Chapter 11 case may be included in such professional's final applications as set forth herein and in the
4 Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen (14) business
5 days prior to the date set by the Court for the hearing to consider such requests.
6
7

8 **F. Executory Contracts and Leases.**

9 25. As of the Effective Date, except as otherwise set forth herein or in the Plan, all
10 executory contracts and unexpired leases of the Debtors shall be assumed, pursuant to sections 365
11 and 1123 of the Bankruptcy Code.
12

13 26. Upon the Effective Date of the Plan, the Debtors shall provide notice of the rejection
14 pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event
15 the Plan otherwise is not consummated, the Debtors may modify or amend (including, without
16 limitation, making additions and/or deletions) all rights of the Debtors to assume or reject their
17 unexpired leases and executory contracts shall be reinstated to the date immediately prior to the date of
18 this Order.
19
20
21

22 **G. Taxes and Transfers.**

23 27. The transfer of any asset under the Plan or this Order has been duly authorized, and
24 when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.
25

26 28. Creditors seeking to protect the validity, enforceability, perfection and priority of the
27 liens and security interests granted and/or continued under the Plan may file financing statements,
28 deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate, in
29 their respective discretion, to confirm the perfection of such security interests and liens.
30
31
32
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1 29. All filing and recording officers are hereby directed to accept for filing or recording all
2 instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable
3 non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt
4 proceedings or otherwise.
5

6 **H. Miscellaneous.**
7

8 30. From and after the Effective Date, this Court shall retain and have exclusive
9 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of,
10 subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction
11 over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in*
12 *extenso*.
13
14

15 31. Except as otherwise provided in the Plan and this Order, notice of all subsequent
16 pleadings in this Chapter 11 case shall be limited to counsel for the Debtors, the United States Trustee,
17 and any party known to be directly affected by the relief sought.
18

19 32. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any
20 Priority Tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such Claim, if
21 any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan
22 and be determined in the manner and by the administrative or judicial tribunal in which the amount of
23 such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the
24 Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected
25 by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered
26 the legal, equitable and contractual rights of a holder of such Claim.
27
28
29
30

31 33. Failure specifically to include or reference particular sections or provisions of the Plan
32 or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or
33
34

1 provisions, it being the intent of the Court that the Plan be confirmed and such related agreements be
2 approved in their entirety.

3
4 34. All entities holding Claims against the Debtors that are treated under the Plan are
5 hereby directed to execute, deliver, file, or record any document, and to take any action necessary to
6 implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such
7 entities shall be bound by the terms and provisions of all documents executed and delivered by them in
8 connection with the Plan.
9

10
11 35. In accordance with section 1142 of the Bankruptcy Code, the Debtors, and any other
12 entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue,
13 execute, deliver, file and record any document, and to take any action necessary or appropriate to
14 implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such
15 entities shall be bound by the terms and provisions of all documents issued, executed and delivered by
16 them as necessary or appropriate to implement or effectuate the transactions contemplated by the Plan
17 and as set forth in the Plan.
18
19
20

21 36. Any document related to the Plan that refers to a plan of reorganization of the Debtors
22 other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that
23 the reference to a plan of reorganization of the Debtors in such document shall mean the Plan
24 confirmed by this Order, as appropriate.
25

26
27 37. In the event of an inconsistency between the Plan, on the one hand, and any other
28 agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the
29 provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,
30 instrument, or document). In the event of any inconsistency between the Plan or any agreement,
31 instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,
32
33
34

1 the provisions of the Plan shall govern. Notwithstanding the foregoing, the Paulson and NSB
2 Stipulation (Docket No. 500) expressly governs the treatment of Class 2(g) and Class 4.

3
4 38. The provisions of this Order are integrated with each other and are non-severable and
5 mutually dependent.

6
7 39. This Order is a final order and the period in which an appeal must be filed shall
8 commence immediately upon the entry hereof.

9
10 40. If any or all of the provisions of this Order are hereafter reversed, modified or vacated
11 by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not
12 affect the validity of the acts or obligations incurred or undertaken under or in connection with the
13 Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal,
14 modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to,
15 and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall
16 be governed in all respects by the provisions of this Order and the Plan and all related documents or
17 any amendments or modifications thereto.
18
19
20

21 41. The Plan shall be substantially consummated on the Effective Date because the
22 transactions described in the Plan shall have occurred or shall have been provided for.
23
24

25 Submitted by:

26
27 THE SCHWARTZ LAW FIRM, INC.

28 By: /s/ Samuel A. Schwartz
29 Samuel A. Schwartz, Esq., NBN 10985
30 6623 Las Vegas Blvd. South, Suite 300
31 Las Vegas, NV 89119
32 Attorneys for Debtors
33
34

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

 X I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED: Bradley Stevens, Esq.; Jeff Sylvester, Esq.; Ryan Andersen, Esq.

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
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###

EXHIBIT A

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Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC)	
	)	Confirmation Hearing Date: June 19, 2013
Debtors.	)	Confirmation Hearing Time: 9:00 a.m.
)	

**THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC
AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TABLE OF CONTENTS

ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS.....	7
A. Administrative Claims	7
Priority Tax Claims	8
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS.....	8
A. Summary	8
B. Classification and Treatment of Claims and Equity Interests	9
C. Discharge of Claims.....	15
ARTICLE IV. ACCEPTANCE OR REJECTION OF THE PLAN	16
A. Presumed Acceptance of Plan.....	16
B. Voting Classes	16
C. Acceptance by Impaired Classes of Claims	16
D. Cramdown.....	16
E. Elimination of Vacant Classes	16
ARTICLE V. MEANS FOR IMPLEMENTATION OF THE PLAN	16
A. General Settlement of Claims	16
B. New Corporate Existence.....	17
C. Vesting of Assets in the Reorganized Debtors.....	17
D. Securities Registration Exemption and Registration Rights Agreement.....	17
E. Issuance and Distribution of the New Membership Interests.....	17
F. Release of Liens, Claims and Equity Interests	18
G. Certificate of Incorporation and Bylaws	18
H. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.....	18
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	19
A. Assumption and Rejection of Executory Contracts and Unexpired Leases	19
B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases.....	20
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.....	20
D. Contracts and Leases Entered Into After the Commencement Date	21
ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS.....	21
A. Distributions for Claims Allowed as of the Effective Date.....	21
B. Distributions on Account of Claims Allowed After the Effective Date.....	21
C. Delivery and Distributions and Undeliverable or Unclaimed Distributions	22
D. Compliance with Tax Requirements/Allocations.....	24
E. Timing and Calculation of Amounts to Be Distributed	24
F. Setoffs	24
ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	24
A. Resolution of Disputed Claims	24
B. Disallowance of Claims	25
C. Amendments to Claims.....	26

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	26
A. Conditions Precedent to Confirmation.....	26
B. Conditions Precedent to Consummation	26
C. Waiver of Conditions.....	26
D. Effect of Non Occurrence of Conditions to Consummation	26
ARTICLE X. SETTLEMENT, RELEASE AND RELATED PROVISIONS	27
A. Compromise and Settlement	27
B. Preservation of Rights of Action.....	27
ARTICLE XI. BINDING NATURE OF PLAN.....	28
ARTICLE XII. RETENTION OF JURISDICTION.....	28
ARTICLE XIII. MISCELLANEOUS PROVISIONS	29
A. Payment of Statutory Fees	29
B. Modification of Plan	29
C. Revocation of Plan.....	29
D. Successors and Assigns.....	29
E. Reservation of Rights.....	30
F. Section 1146 Exemption	30
G. Further Assurances.....	30
H. Severability	30
I. Service of Documents	31
J. Return of Security Deposits	31
K. Filing of Additional Documents.....	31
L. Default	31

**THIRD AMENDED JOINT PLAN OF REORGANIZATION OF GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON
FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the “**Debtors**”), propose the following plan of reorganization (the “**Plan**”) for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors’ Disclosure Statement for a discussion of the Debtors’ history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS**

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. “*Allowed*” means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however*, that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. “*Allowed Professional Compensation*” means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. “*Assets*” means all of the Debtors’ right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. “*Avoidance Actions*” means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. “*Bankruptcy Code*” means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

14. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. “*Chapter 11 Cases*” means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. “*Claim*” means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. “*Claims Bar Date*” means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; provided, however, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. “*Claims Register*” means the official register of Claims maintained by the Bankruptcy Court.

20. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. “*Commencement Date*” means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. “*Commission*” means the U.S. Securities and Exchange Commission.

23. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. “*Consummation*” means the occurrence of the Effective Date.

28. “*Creditor*” means a Holder of a Claim.

29. “*Cure Claim*” means a Claim based upon the Debtors’ default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. “*Debtors*” means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. “*Debtors in Possession*” means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. “*Disclosure Statement*” means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. “*Disclosure Statement Motion*” means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

34. “*Disclosure Statement Order*” means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

35. “*Disputed Claim*” means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. “*Distribution Agent*” means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. “*Decision*” means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. “*Effective Date*” means the day that is the first Business Day occurring at least 15 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.
41. “*Equity Interest*” means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.
42. “*Estate*” means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.
43. “*Exchange Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.
44. “*Executory Contract*” means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
45. “*Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.
46. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.
47. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.
48. “*General Unsecured Claim*” means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.
49. “*Governmental Bar Date*” means the dates set forth in Article II.C. of the Disclosure Statement.
50. “*Holder*” means an Entity holding a Claim or an Equity Interest.
51. “*Impaired*” means any Claims in an Impaired Class.
52. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.
53. “*Initial Distribution Date*” means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less than 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.
54. “*Judgment*” means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of \$5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. “*New Equity Interests*” means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. “Paulson Appeal” means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. “Paulson Bankruptcy Cases” means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. “*Paulson Entities*” means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

61. “*Plan*” means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. “*Plan Supplement*” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. “Priority Non-Tax Claim” means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. “*Proof of Claim*” means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. “*Proof of Interest*” means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. “*Record Date*” means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. “*Retained Professional*” means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. “*Securities Act*” means the United States Securities Act of 1933, as amended.

73. “*SLF*” means The Schwartz Law Firm, Inc.

74. “*Unexpired Lease*” means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. “*Voting Classes*” means, Classes means Classes 2, 4, 5 and 6.

78. “*Voting Deadline*” means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVE AND PRIORITY TAX CLAIMS

A. *Administrative Claims*

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however*, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. If a holder of an allowed unsecured claim 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 property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(g)	Secured Claim of Hugo R. Paulson and Paulson Entities	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	Unimpaired	Deemed to Accept

B. *Classification and Treatment of Claims and Equity Interests*

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

- (a) *Classification:* Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.
- (b) *Treatment:* The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and paid in full in the amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

- (a) *Classification:* Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767

N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxx7390 (now with Wells Fargo Bank).

- (b) *Treatment:* The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and paid in full in the amount of \$619,969.10, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

- (a) *Classification:* Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.
- (b) *Treatment:* The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

- (a) *Classification:* Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.
- (b) *Treatment:* The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

- (a) *Classification:* Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' property, loan number xxxxxxxxxxxxxxxxx5001.

- (b) *Treatment:* The holder of the allowed Class 2(a) Secured Claim shall be impaired, and Nevada State Bank shall be paid the agreed upon principal amount of its claim, or \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

- (a) *Classification:* Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.
- (b) *Treatment:* The holder of the allowed Class 2(b) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

- (a) *Classification:* Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables,

Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.

- (b) *Treatment: Treatment:* The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) –Secured Claim of the Lionel Foundation

- (a) *Classification:* Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.
- (b) *Treatment:* The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the effective date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum, in accordance with that certain stipulation entered between the parties and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

- (a) *Classification:* Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.

- (b) *Treatment:* The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$673,000.00, amortized at 5.0% over 30 years, as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

- (a) *Classification:* Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.
- (b) *Treatment:* The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to \$15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%
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In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(g) – Secured Claim of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 2(g) consists of the Secured Claim of Hugo R. Paulson and the Paulson Entities against the Debtors' 15.87% membership interest in the 38.465-acre

property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC (“PSP”), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%).

- (b) *Treatment:* The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim from the proceeds from the sale of the PSP property.
- (c) *Voting:* Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

- (a) *Classification:* Class 3 consists of the Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.
- (b) *Treatment:* All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the “**Paulson Group**”) obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam) whereby Debtors were awarded in excess of \$5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor’s Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment. The first proceeds which flow from the Decision and Judgment will be used to offset and satisfy the Paulson Group’s allowed claims in Class 4.
- (c) *Voting:* Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

- (a) *Classification.* Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.
- (b) *Treatment.* All Allowed Unsecured Claims of Nevada State Bank in the approximate amount of \$653,000.00 against the Debtors, and Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60

months in equal quarterly installments. Until the Debtor recovers funds from the Paulson Group, the Debtors will pay NSB's allowed unsecured claim after the Effective Date of the Plan as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

- (c) *Voting.* Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

- (a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable in 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group. In the alternative, an allowed unsecured claimant may elect to be paid its pro rata distribution of the Debtors' disposable income to be paid during the 5-year period beginning after confirmation of the Plan. The Debtors' project their disposable income to be \$1,100.00 per month. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

- (a) *Classification:* Class 7 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.
- (c) *Voting:* Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. *Discharge of Claims*

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and

all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. Cramdown

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and

resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement, on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estates (including, without limitation, Causes of Action) and any property acquired including by any of the Debtors pursuant hereto shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy 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 Reorganized Debtors shall pay the charges that it incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred

to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. 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, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the 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 Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the “**Abandoned Assets**”), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court’s finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, 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, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto 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. Such exemption

specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to reject pending as of the Effective Date;
- (d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or
- (e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date.

The Debtor(s) reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court. Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of “Rejected Executory Contracts and Unexpired Leases” in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

If a holder of an allowed unsecured claim 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 property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (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.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; *provided, however*, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order 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 shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan 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 or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor's records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and *provided further*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than \$10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is

or has an economic value less than \$5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than \$10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) 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 their 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 and 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 Article VII.C.5(b) hereof, 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.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy 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 stays 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 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.

(c) 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 Bankruptcy 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.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE AND RELATED PROVISIONS

A. Compromise and Settlement

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of 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 Bankruptcy 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.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation 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 Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such 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.

D. 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.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, 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 Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto 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 forego 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. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder 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.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy 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 the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By: /s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta
Its: Manager

EXHIBIT 1

Exhibit 1

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

1370 Highway #20
Ashton, Idaho 83420

Approximate Value: \$616,072.50

Total Approximate Value: **\$2,967,430.12**

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:

7229 Mira Vista Street
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:

1370 Highway #20

Ashton, Idaho 83420

Cure Amount: \$ 0.00

EXHIBIT H

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:

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 22nd, 2005. The transaction documentation with respect thereto recites

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

5. Further Assurances and Covenants.

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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.

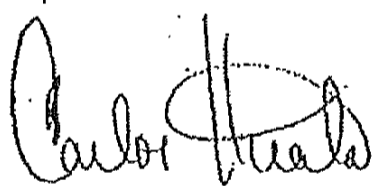
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(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.

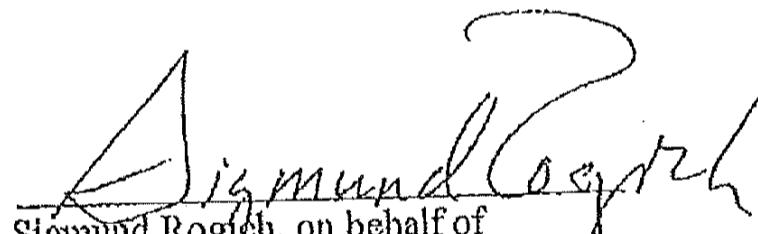

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

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

Ch

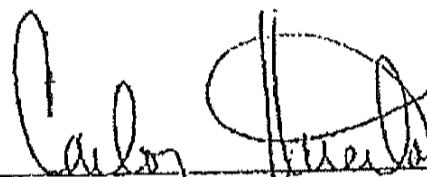
EXHIBIT "B"

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 20 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 I

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigurd Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Eliades Survivor Trust of 10/30/08" or "Eliades" or "Assignee") (each a "Party" and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

- A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.
- H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.
- I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

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

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogich hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the Membership Interest from Rogich, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of \$682,080.00.

3. Representations of Rogich. Rogich represents and warrants to Eliades as follows:

a. Rogich is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogich has full power to transfer the Membership Interest to Eliades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogich to Eliades, other than the consent of Teld, LLC.

c. Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of 95% held by The Robert Ray Family Trust and 17% held by Eddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consent to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Blades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. 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 service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Blades Survivor Trust of 10/30/08:

The Blades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and 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 for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

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 *inclusio unius exclusio alterius* shall not be applied in interpreting this Agreement.

f. Entire Agreement. Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties hereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

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 provisions, 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 any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

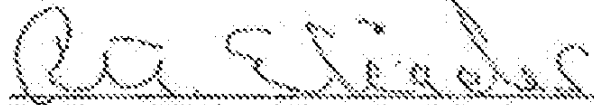
shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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 Membership Interest Purchase Agreement effected the day and year above-written.


"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmond Rogich, as Trustee

"THE ELIADES SURVIVOR TRUST of 10/30/08"


By: Peter Eliades, its Trustee

UNANIMOUS WRITTEN CONSENT OF THE
MANAGERS
OF
ELDORADO HILLS, LLC

The undersigned, being all of the managers of ELDORADO HILLS, LLC, a Nevada limited-liability company (the "Company"), pursuant to Nevada Revised Statutes Section 78.315(2), do hereby consent and subscribe to the following recitals and resolutions:

RECITALS:

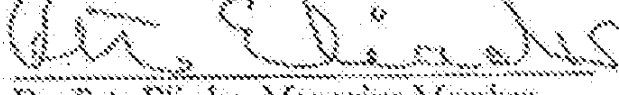
- A. The Rogich 2004 Family Irrevocable Trust (Rogich) has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") subject to a potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C..
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Pete Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Pete Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without a further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado (including the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.) to The Eliades Survivor Trust of 10/30/08 in exchange for \$682,080.00.
- H. Rogich executed a promissory note dated 10/30/08 secured by Rogich's membership in Eldorado.

1. That neither Teld or Eldorado desire to purchase the Rogich interest, but as a condition for the transfer of the Rogich interest, Teld demands payment of its 10/30/08 note in full.

RESOLVED, That Rogich may sell and transfer its membership interest. However, the purchase agreement must provide that Teld be paid on the promissory note of 10/30/08. Payment of the note may occur at the time of closing the membership interest transfer from Rogich to The Eliades Survivor Trust of 10/30/08.

DATED effective the 1st day of January, 2012.

Teld LLC, Manager


By: Pete Eliades, Managing Member

The Rogich 2004 Family Irrevocable Trust, Manager

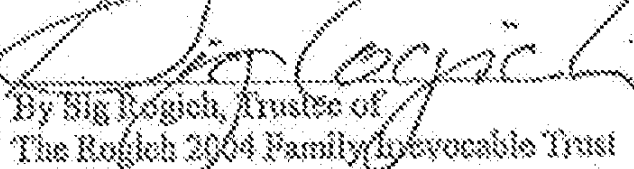

By Sig Rogich, Trustee of
The Rogich 2004 Family Irrevocable Trust

EXHIBIT J

UNCERTIFIED ROUGH DRAFT TRANSCRIPT ONLY

1	DISTRICT COURT
2	CLARK COUNTY, NEVADA
3	
4	CARLOS A. HUERTA, an)
5	individual; CARLOS A. HUERTA)
6	as Trustee of THE ALEXANDER)
7	CHRISTOPHER TRUST, a Trust)
8	established in Nevada as)
9	assignee of interests of GO) Case No.
10	GLOBAL, INC., a Nevada) A-13-686303-C
11	corporation; NANYAH BEGAS,)
12	LLC, a Nevada limited)
13	liability company,)
14)
15	Plaintiff,)
16)
17	vs.)
18)
19	SIG ROGICH aka SIGMUND ROGICH)
20	as Trustee of The Rogich)
21	Family Irrevocable Trust;)
22	ELDORADO HILLS, LLC, a Nevada)
23	limited liability company;)
24	DOES I-X; and/or ROE)
25	CORPORATIONS I-X, inclusive,)
)
	Defendants.)
)
	DEPOSITION OF SIG ROGICH
	Taken on Thursday, August 21, 2014
	At 10:05 a.m.
	At 2850 West Horizon Ridge Parkway
	Henderson, Nevada
	Reported by: Wendy Sara Honable, CCR No. 875
	Nevada CSR No. 875
	California CSR No. 13186
	Washington CCR No. 2267
	Utah CCR No. 7357039-7801
	Job No. 10632

UNCERTIFIED ROUGH DRAFT TRANSCRIPT ONLY

1 Did they reach out to you for this deal?

2 A. I don't recall how it came to be, but I
3 think Roy told me the property was for sale.

4 Q. Did you go to Carlos after that and
5 discuss the deal?

6 A. Yes, yes.

7 Q. Did you receive any other payments from
8 Eldorado Hills when you surrendered your interest
9 other than the piece of property?

10 MR. LIONEL: I'm going to object to the
11 question. There's nothing showing he ever received
12 any payments from Eldorado Hills.

13 BY MR. MCDONALD:

14 Q. Did you ever receive \$682,080 from
15 Eliades?

16 A. Yes.

17 Q. What was that for?

18 A. He gave me a check for 682,000, which was
19 to -- when we bought out the stock of Al Flangas, he
20 loaned me 600,000 plus interest. That amount was
21 682,000.

22 When I gave him the property back, he
23 gave me a check for 682,000, and I wrote him a check
24 back for 682,000. So, clearly, it's a transaction
25 in the books, but I kept none of the money. He

UNCERTIFIED ROUGH DRAFT TRANSCRIPT ONLY

1 received back 100 percent of what he gave me.

2 Q. So let me go over that in detail.

3 At the time of the purchase in
4 approximately 2008, he loaned \$682,000 or so for Al
5 Flangas' interest?

6 A. For a portion of Al Flangas' stock. I
7 moved mine from, I think, 33 to 40, and I may be
8 getting some of this wrong, but the amount was
9 \$600,000 that I would have needed.

10 He loaned me that money plus interest,
11 which is where the 83,000 came in, and as part of
12 this transaction to clear that up, he gave me a
13 check for 683,000 and I gave him a check back for
14 683,000.

15 Q. When were those checks written?

16 A. You would have to talk to Melissa, but I
17 think at the time of closing. You should have
18 copies of that.

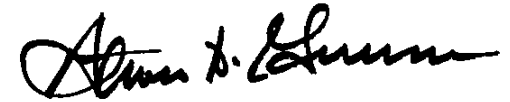
19 Q. Was there ever a note or loan documents
20 evidencing the 682,000 that Eliades loaned to you?

21 A. I assume so. You'll have to ask Melissa.

22 Q. Did the checks go through the Rogich
23 Family Trust, the 682,000?

24 A. I don't know.

25 Q. Are you familiar with a person by the



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
Fax: (702) 383-8845

*Attorneys for Sig Rogich aka
Sigmund Rogich as Trustee of
The Rogich Family Irrevocable Trust;
and 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

**AMENDED ANSWER
TO FIRST AMENDED COMPLAINT;
AND COUNTERCLAIM**

JURY DEMAND

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1. Admit the allegations in Paragraph 1.
2. Allege they are without knowledge or information sufficient to form a belief as to h of the allegations in Paragraph 2.
3. Allege they are without knowledge or information sufficient to form a belief as to h 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 h of the allegations in Paragraph 6.
7. Allege they are without knowledge or information sufficient to form a belief as to h of the allegations in Paragraph 7.
8. Admit that the principal asset of Eldorado is real property located in Clark, 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 stent therewith.
11. Allege Exhibit 1 speaks for itself and deny any allegation in Paragraph 11 stent therewith.
12. Admit the allegations in the first sentence of Paragraph 12 and deny the ons 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.

1 51. Deny the allegations in Paragraph 51.

2 52. Deny the allegations in Paragraph 52 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 attorney's fees.

5 **AFFIRMATIVE DEFENSES**

6 **First Affirmative Defense**

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

9 **Second Affirmative Defense**
10 **(Failure to Exhaust)**

11 Plaintiffs have failed to exhaust their contractual remedies.

12 **Third Affirmative Defense**
13 **(Misjoinder)**

14 There is a misjoinder of claims.

15 **Fourth Affirmative Defense**
16 **(Release)**

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

18 **Fifth Affirmative Defense**
19 **(Release)**

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

22 **Sixth Affirmative Defense**
23 **(Limitations)**

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

25 **Seventh Affirmative Defense**
26 **(Waiver)**

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

28 **Eighth Affirmative Defense**
 (Estoppel)

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

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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.

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

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 (Standing)

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

8 Thirty Fourth Affirmative Defense
9 (Non-Assignability)

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

12 Thirty Fifth Affirmative Defense
13 (Real Party in Interest)

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

17 Thirty Sixth Affirmative Defense
18 (Reserve All Rights)

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

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

26 ***

27 **COUNTERCLAIM**

28 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,

1 Inc., a Nevada corporation ("Go Global"), alleges as follows:

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

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

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

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

14 **JURY DEMAND**

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

16 LIONEL SAWYER & COLLINS

17 By: 

18 Samuel S. Lionel, Nevada Bar No. 1766
19 300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101

20 *Attorneys for Defendant/Counterclaimant*
21 *Eldorado Hills, LLC and Defendant*
22 *Sigmund Rogich, Trustee of the Rogich*
23 *Family Irrevocable Trust*
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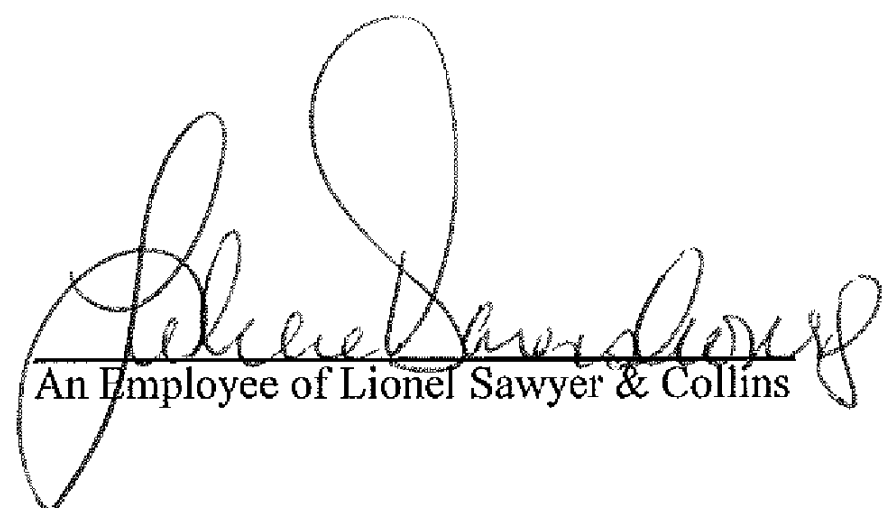
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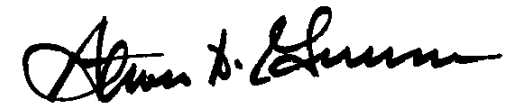
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of September, 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 **ROPP**
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@lionelsawyer.com*
4 LIONEL SAWYER & COLLINS
5 300 South Fourth Street, 17th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 383-8884
8 Fax: (702) 383-8845
9 *Attorneys for Defendant Rogich Trust*

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

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

16 Plaintiffs,

17 v.

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

23 Defendants.

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AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

**REPLY TO OPPOSITION TO MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Date: September 25, 2014

Time: 10:30 a.m.

I.

JUDICIAL ESTOPPEL BARS PLAINTIFFS' CLAIMS

INTRODUCTION

Travelers Indemnity Co. v. Bailey, 557, 137, 150 (2009) and Kontrick v. Ryan, 540 U.S. 443, 445 (2004) have no application here. Plaintiffs do not dispute that a debtor who has not listed a claim in its schedules, disclosure statement or plan can be judicially estopped from asserting the claim in a post confirmation suit. Plaintiffs did not list their claims against the Rogich Trust in their schedules, Disclosure Statement or Plan and should be judicially estopped from proceeding with their claims. While Plaintiffs have not directly stated that this Court should not follow the countless cases ruling that judicial estoppel is proper where the debtor fails to list a claim, it is in fact arguing that because of Travelers and the Plan, this Court has no jurisdiction to rule that judicial estoppel bars Plaintiffs from proceeding. Their argument is meritless. All Travelers holds is that if a Bankruptcy Order is plain and unambiguous, the Bankruptcy Court has jurisdiction to interpret its Order and enforce an injunction which is part of the Order.¹ It also holds that the Bankruptcy Court's jurisdiction to make the Order cannot be collaterally attacked.

A determination by this Court that judicial estoppel bars Plaintiffs from prosecuting this action does not require interpretation of provisions of the Plan. The invocation of judicial estoppel follows from the failure of Plaintiffs to list their potential claims and prosecuting such claims.

Furthermore, The Rogich Trust is not bound by the Plan. 11 USC 1141(a) of the Bankruptcy Code does not include a person who may be liable on a claim that is not listed in the bankruptcy. See Plaintiffs' Exhibit G at page 6. Not only is the Rogich Trust not bound by the Plan, but clearly the Plan cannot bar this Court's ruling that Plaintiffs are judicially estopped

¹ Plaintiffs misleadingly state that "the Bankruptcy Court retained sole jurisdiction over interpretation" of the Plan and Confirmation Order. Opp. at 14:27-15:1. Travelers does not support such statement and Plaintiffs do not cite other authority for such unsupportable statement.

1 from bringing this action. Whatever the Plan may provide, including purported preclusion of
2 judicial estoppel and other defenses, is irrelevant. Omission of potential claims calls for judicial
3 estoppel with respect to such omission.

4 debtor's failure to list potential claims against a creditor "worked in
5 opposition to preservation of the integrity of the system which the
6 doctrine of judicial estoppel seeks to protect," and debtor is estopped
by reason of such failure to disclose.

7 Hamilton v. State Farm Fire and Casualty Company 270 F.3d 778, 783 (9th Cir 2001)
8 quoting Oneida Motor Freight, Inc. v. United Jersey Bank, 848 F.2d 414, 419 (3rd Cir), cert.
9 denied, 488 U.S. 967, 109 S.Ct. 495, 102 L.Ed.2d 532 (1988).

10 This is a case where Plaintiffs are guilty of truly egregious conduct. They were aware of
11 their claims against the Rogich Trust. They avoided advising their bankruptcy attorney about the
12 claims. They retained other counsel to prosecute the claims approximately 9 months before
13 confirmation. The Plan's basket reservation is simply a statement in the Plan that omits the
14 claims against the Rogich Trust. Significantly, it purports to specifically reserve claims against 3
15 parties not including the Rogich Trust. Plaintiffs obviously deliberately omitted telling their
16 bankruptcy attorney about the claims against the Rogich Trust. Surely, Mr. Huerta was asked
17 about Plaintiff's claims and read the Plan and saw the other specific reserved claims.

18 Plaintiffs conduct deprived the Bankruptcy Judge of knowledge she should have had
19 before confirmation with respect to Plaintiffs' assets. Confirmation was granted on the basis that
20 the Plan "complies with each applicable provision of the Bankruptcy Code." See Section F of
21 Plaintiffs' Exhibit G at page 4. Plaintiffs represented to the Bankruptcy Court that all its assets
22 were disclosed. That was not true. If the Court had become aware of the omission, the Plan
23 would not have been confirmed. The Court and the creditors had the absolute right to know what
24 the debtor's assets were before the creditors voted on the Plan. They were denied that right. Eight
25 days after confirmation, Plaintiffs assigned their claims to a Huerta controlled trust and the next
26 day the trust filed an action on the claims in the name of the trust. Plaintiffs' bad faith is clearly
27 evident.

1 Nothing in Travelers or the Plan bars this Courts' exercise of her jurisdiction to do what
2 countless courts have done — rule that Plaintiffs are judicially estopped from proceeding with
3 their claims.

4 Many Courts have granted summary judgment on facts similar to those here present. The
5 most cited case is Hamilton v. State Farm Fire and Casualty Company, 270 F.3d 779, 785 (9th
6 Cir. 2001) where, as Plaintiffs' Opposition states, "In Hamilton, the principle of judicial estoppel
7 was applied because the debtor 'failed to list his claims against State Farm as assets on his
8 bankruptcy schedule and then later sued State Farm on the same claims.'"² Opp. at 17:18-22.

9 The Hamilton Court held:

10 In this case, we must invoke judicial estoppel to protect the integrity
11 of the bankruptcy process. The debtor, once he institutes the
12 bankruptcy process, disrupts the flow of commerce and obtains a stay
13 and the benefits derived by listing all his assets. The Bankruptcy Code
14 and Rules "impose upon the bankruptcy debtors an express,
affirmative duty to disclose all assets, *including contingent and*
unliquidated claims." *In re Coastal Plains*, 179 F.3d at 207-208; *Hay*,
978 F.2d at 557; 11 U.S.C. § 521(1).

15 11 U.S.C. § 521(1) provides that the debtor shall file "a schedule of assets and liabilities".
16 Plaintiffs appear to argue that Hamilton required the Court to rely upon or accept the parties
17 previous inconsistent positions. Opp. at 17:11-15. What the court held was that the doctrine of
18 judicial estoppel was not confined to inconsistent positions in the same litigation and "in the
19 bankruptcy context, a party is judicially estopped from asserting a cause of action not raised in a
20 reorganization plan or otherwise mentioned in the debtors schedules or disclosure statements."
21 270 P.3d 783.

22 Plaintiffs state that the Court in Ah Quin v. Kauai Department of Transportation, 733
23 F.3d 267 (2013) "concluded that '[t]he bankruptcy court had erred in determining that the

24 ² Hamilton listed a \$160,000 residential vandalism loss, but failed to list the
25 corresponding claims for the loss as an asset of the estate. Under "[o]ther contingent and
26 nonliquidated claims of every nature...including rights to counterclaims and rights to setoff."
Hamilton listed "none" ignoring his insurance and bad faith claims against State Farm as estate
27 assets.

1 Plaintiff's cause of action was subject to judicial estoppel because she did not include the later
2 lawsuit in her Chapter 7 bankruptcy petition." Opp. at 18:7-10. That is not correct. The Ah Quin
3 Court stated "we hold that the District court applied the wrong standard in determining whether
4 the Plaintiff's Bankruptcy omission was 'mistaken' or 'inadvertent'" and remanded for further
5 proceedings, 733 F.3d at 269. Clearly, there is no such issue here.

6 More significant is the Ah Quin Court's approval of judicial estoppel.

7 In the bankruptcy context, the federal courts have developed a basic
8 default rule: If a plaintiff-debtor omits a pending (or soon-to-be-filed)
9 lawsuit from the bankruptcy schedules and obtains a discharge (or
10 plan confirmation), judicial estoppel bars the action. *See, e.g., Payless*
11 *Wholesale Distribs., Inc. v. Alberto Culver (P.R.) Inc.*, 989 F.2d 570,
12 571 (1st Cir. 1993) ("Conceal your claims; get rid of your creditors on
13 the cheap, and start over with a bundle of rights. This is a palpable
14 fraud that the court will not tolerate, even passively,"); *Hay v. First*
15 *Interstate Bank of Kalispell, N.A.*, 978 F.2d 555, 557 (9th Cir. 1992)
16 (holding that '[f]ailure to give the required notice [to the bankruptcy
17 court] estops [the plaintiff-debtor] and justifies the grant of summary
18 judgment to the defendants'). The reason is that the plaintiff-debtor
19 represented in the bankruptcy case that no claim existed, so he or she
20 is estopped from representing in the lawsuit that a claim *does* exist.
21 That basic rule comports fully with the Supreme court's decision in
22 New Hampshire:

23 733 F.3d at 271

24 With respect to Ah Quin's issue of mistake or inadvertence, the language of Judge Pro in
25 Cannata v. Wyndham Worldwide Corporation, 798 F. Supp. 1165, 1172 (2011) is noteworthy.

26 Although the Ninth Circuit has not explicitly linked the inadvertence
27 factor to a plaintiff's factual knowledge, the case law suggests the
Ninth Circuit likewise would infer bad faith based on a plaintiff's
knowledge of the facts supporting the undisclosed claim. *See*
Hamilton, 270 F.3d at 784 ("Judicial estoppel will be imposed when
the debtor has knowledge of enough facts to know that a potential
cause of action exists during the pendency of the bankruptcy, but fails
to amend his schedules or disclosure statement to identify the cause of
action as a contingent asset.")

Undoubtedly, Judge Pro would find Plaintiff's conduct to be in bad faith, as he held in
Cannata "Davis's failure to disclose cannot be attributed to unintentional oversight, inadvertence
or mistake". 798 F. Supp. at 1175. Clearly, Plaintiffs failure to disclose was not unintentional.

Plaintiffs argue that because the Rogich Trust was not a party to the bankruptcy or a

1 creditor of Huerta or Go Global, it cannot fulfill the requirement for claim preclusion or res
2 judicata. Opp. at 22:2-8, 20:10-16. While that may be an issue with respect to the claim
3 preclusion defense, it is not an issue with respect to judicial estoppel and Plaintiff's do not argue
4 that it is. The "doctrine of judicial estoppel is concerned with the integrity of the courts, not the
5 effect on parties". Ah Quin, 733 F.3d 270. "Judicial estoppel is intended to protect the courts
6 rather than the litigants." Fleck v. KDI Sylvan Pools, Inc., 981 F.2d 107, 121-122 (3rd Cir. 1992).
7 [D]etrimental reliance by the opponent of the party against whom the doctrine is applied is not
8 necessary." In re Coastal Plains, Inc. 179 F.3d 197, 205 (1999).

9 II.

10 **PLAINTIFFS' PURPORTED RESERVATION OF CLAIMS DOES NOT**
11 **PRECLUDE JUDICIAL ESTOPPEL**

12 Plaintiff cite no case to support their position with respect to their purported reservation
13 of claims and the purported non application of preclusion doctrine defenses such as judicial
14 estoppel. Instead, they seek to distinguish In re Kelley, 199 B.R. 698 (B.A.P. 9th Cir. 1996) and
15 In re G-P Plastics, Inc., 320 B.R. 861 (E.D. Mich. 2005). Plaintiffs state that Kelley affirmed a
16 chapter 11 plan that has res judicata effect pertaining to the debtor creditor relationship. That is
17 true, but the significance of Kelley is the Court's holding that, because there was no mention (in
18 debtor's reservation of claims) of any possible counterclaims against South Bay in its schedules,
19 the blanket reservation was insufficient. Opp. at 21:1-3.

20 South Bay was also a creditor of Kelley who had filed a creditor claim in the bankruptcy
21 which supported a res judicata defense. The facts also clearly support a judicial estoppel
22 determination. The following from Kelley shows that judicial estoppel was also a possible ruling
23 and a blanket reservation, as in Plaintiffs Plan, is subject to non bankruptcy judicial review.

24 if the debtor fails to mention the cause of action in either his
25 schedules, disclosure statement, or plan, then he will be precluded
26 from asserting it postconfirmation. *Heritage Hotel*, 160 B.R. at 375.
27 Even a blanket reservation by the debtor reserving "all causes of
action which the debtor may choose to institute" has been held

1 insufficient to prevent the application of res judicata to a specific
2 action.

3 199 B.R. at 704.

4 With respect to G.P. Plastics, Plaintiffs state that the Court "determined that 'a blanket
5 reservation of claims' was insufficient for the purposes of res judicata when the parties involved
6 were a creditor and a debtor". Opp. at 20:17, 18. The fact that the Defendant had been a creditor
7 was not the reason summary judgment was affirmed. It was affirmed because the blanket
8 reservation of claims was an insufficient basis to preserve a cause of action.

9 It is also significant that G & P's Amended Plan fails to (1) name
10 M2M, (2) describe the specific cause of action, or (3) identify the
11 factual basis for any claim against the Defendant, as required by
12 *Browning*. See also *In re Crowley*, 299 B.R. at 849-50; *In re Kelley*,
13 199 B.R. at 704.

14 ...
15 Based on the similarity of the reservation language in this case to
16 *Browning*, *In re Crowley* and others, this Court concludes that the
17 language within Article VIII of the "Reservation of Rights" is an
18 insufficient basis upon which to avoid the res judicata effect of the
19 Plan.

20 320 B.R. at 868.

21 Browning v. Levy, 283 F.3d 761 (6th Cir. 2002) is probably the most cited case with
22 respect to reservations of claims in bankruptcy plans.

23 In the case of In re Crowley, Milner and Co., 299 B.R. 830 (E.D. Mich. 2003) the Court
24 held that the blanket reservation of claims was insufficient, because it did not afford the Court or
25 creditors the information required by the Court and the creditors to determine the plans
26 adequacy.

27 the debtor's blanket reservation was of little value to the bankruptcy
court and the other parties to the bankruptcy proceedings because it
did not enable the value of [the debtor]'s claims to be taken into
account in the disposition of the debtor's estate. Significantly, it
neither names [the defendant] nor states the factual basis for the
reserved claims.

299 B.R. at 849.

1 In Crowley there was a parenthetical (including claims against officers and directors) in a
2 reservation of claims in an Amended Disclosure Statement. The Court, in dicta, stated:

3 "this generic reference to 'officers and directors', would not in the
4 Court's view, comport with the requirements of Browning absent a
5 description of specific causes of action with a summary of the factual
6 basis for actions that would enable creditors and other parties in
7 interest to take such causes of action into account in valuing the
8 Debtor's assets and assessing the Debtor's Amended Plan."

9 299 B.R. at 850, fn3.

10 Plaintiff's reservation of claims does not reserve to Plaintiff its claims against the Rogich
11 Trust. Thus, the reservation is only a blanket reservation of claims and does not in any respect
12 remedy Plaintiffs' omission of their purported claims against The Rogich Trust. Plaintiff has not
13 cited to the Court, a decision holding that a blanket reservation of claims is sufficient to reserve
14 the right to sue a party on a claim not shown in the bankruptcy schedules, disclosure or the Plan.

15 **DEFENDANT DID NOT WAIVE ITS RIGHT**

16 **TO MOVE FOR SUMMARY JUDGMENT**

17 Plaintiffs argue that Defendant waived its right to move for partial summary judgment by
18 waiting over one year after the confirmation order was filed." Opp. at 23:6-13.

19 Nevada Yellow Cab Corporation v. The Eighth Judicial Court, 123 Nev. 44, 152 P.3d
20 737, 152 P.3d 737 (2007), is Plaintiff's sole support for its position. It involved a lawyer with a
21 conflict. At the outset of the litigation the opposition raised the conflict, but did not move for
22 disqualification until two years later. Disqualification was ordered because the potential conflict
23 was "too great." A threshold issue was whether the conflict was waived. Plaintiff's argue that
24 "the conduct of Defendant has shown that they have litigated this case and participated
25 extensively in discovery, which conduct clearly indicates Defendant's intention to litigate this
26 matter and not seek dismissal based on a long since passed event". Opp. at 24:6-8. Aside from
27 the fact that Plaintiffs have not submitted evidence of Defendants alleged conduct or intent,
28 Yellow Cab does not support Plaintiff's waiver claim.

Waiver requires the intentional relinquishment of a known right. If

1 intent is to be inferred from conduct, the conduct must clearly indicate
2 the party's intention. Thus, the waiver of a right may be inferred when
3 a party engages in conduct so inconsistent with an intent to enforce
4 the right as to induce a reasonable belief that the right has been
5 relinquished. However, delay alone is insufficient to establish a
6 waiver.

7 123 Nev. at 49.

8 Clearly there was no intent on the part of Defendant or its counsel to waive its right to file
9 its summary judgment motion. Defendants eighth affirmative defense is "Plaintiffs' purported
10 claims are barred by the doctrine of estoppel". Its thirty sixth defense provides that "Defendants
11 hereby reserve and assert all affirmative defenses available upon any federal law...and reserve
12 the right to assert additional defenses in the event discovery indicates it would be appropriate.

13 Defendant's motion was filed within the time prescribed for dispositive motions by the
14 Scheduling Order and that Order contained no limitation as to the grounds or the timing of any
15 dispositive motion. Defendant's aggressive defense of this action, including its two motions for
16 partial summary judgment does not show intent not to file the motions. This action was
17 commenced on July 31, 2013. There has been no delay.

18 There is no basis whatsoever for a claim that the Defendant or its attorney intended to
19 waive any of Defendant's defenses, especially a defense that was concerned with the integrity of
20 the Courts and their protection.

21 CONCLUSION

22 Plaintiffs' claims against The Rogich Trust were not disclosed in the bankruptcy
23 schedules, Disclosure Statement or the Plan. The doctrine of judicial estoppel bars the bringing
24 of an action with respect to non disclosed claims. Plaintiffs' blanket reservation did not reserve
25 any claims against the Trust. Plaintiffs are judicially estopped from bringing the present action
26 because of their failure to disclose their claims.

27 Defendant's Motion for Partial Summary Judgment should be granted.

1 PLAINTIFFS COUNTERMOTION FOR \$383,328.96, ATTORNEYS FEES AND
2 COSTS SHOULD BE DENIED.

3 Plaintiffs submit 6 decisions with respect to unambiguous contracts and summary
4 judgment being based upon such unambiguous contracts. (Opp. at 24:22-25:11) and argues that
5 "[a]s the agreements are not unambiguous, or subject to contrary interpretation...partial
6 summary judgment is appropriate in the amount of at least \$383,328.96, plus attorney's fees and
7 costs", citing Hampton v. Ford Motor Co., 561 F.3d 709, 714 (7th Cir. 2009) which states that a
8 standard principle of contract law is that we will not disturb an unambiguous agreement. Where a
9 contractual release is clear and explicit, we must enforce it as written."

10 The law cited by Plaintiffs is applicable here and the relevant unambiguous language of
11 the Purchase Agreement establishes that Plaintiffs' countermotion is meritless and should be
12 denied. Paragraph 2(a) of the Purchase Agreement provides as follows:

13 Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest
14 bearing debt with, therefore, no capital calls for monthly payments.
15 Said amount shall be payable to Seller from future distributions or
16 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.

17 The paragraph unambiguously provides that any payments to Huerta or Go Global is
18 payable "from future distributions or proceeds...distributed to Buyer [Rogich Trust] at the rate
19 of 56.20% of such profits, as, when and if received by Buyer from the Company [Eldorado]. The
20 \$682,080 that The Rogich Trust received was from Mr. Eliades, not from Eldorado. It was not
21 from or based upon a distribution from Eldorado or anyone else. It was not based on profits
22 earned by Eldorado or Mr. Eliades. Under the unambiguous terms of the Purchase Agreement,
23 Plaintiffs are not entitled to any share of the \$682,080.

24 Furthermore, Plaintiffs' countermotion for partial summary judgment is not permitted
25 under NRCP 56. Rule 56 is an available remedy only in connection with "recovery upon a
26 claim, counterclaim, or cross claim." NRCP 56(a). Here recovery is sought, based on Plaintiff's
27 interpretation of the answers to two deposition questions, arising out of a non pled issue and

1 would not resolve any of Plaintiffs' pleaded claims. Additionally, Plaintiffs want prevailing party
2 attorneys' fees and costs in connection with just the answers to the two questions. (Opp. at 26:22-
3 24).

4 Moreover, Plaintiffs' piece mail contention is an egregious violation of the rule against
5 splitting causes of action. In Reno Club v. Harrah, 70 Nev. 125, 129, 260 P.2d 304, 306 (1953)
6 the Court stated as follows:

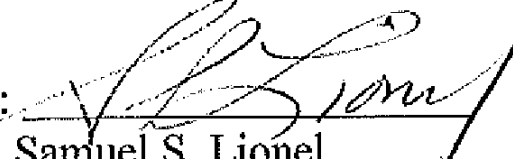
7 This principle of res judicata has also found expression in the rule
8 against splitting of causes of action, to the effect that 'a single cause of
9 action or entire claim or demand cannot be split up or divided and
10 separate suits maintained for the various parts thereof, ***.' 1 C.J.S.,
Actions, § 102, page 1306. See Restatement of the Law, Judgments, §
62.

11 With respect to Plaintiff's claim that the Rogich Trust received compensation from Peter
12 Eliades, Mr. Eliades' check in the amount of \$682,080 to the Rogich Trust was fully offset by the
13 Rogich Trust's \$682,080 check to Peter Eliades for the loan. The Rogich Trust did not benefit
14 financially from the transaction. Copies of the checks, SR002356 and SR002357 are attached as
15 Exhibit A.

16 CONCLUSION

17 Plaintiffs are seeking an unauthorized partial summary judgment and prevailing party
18 attorney fees based on their interpretation of answers to two deposition questions on a non pled
19 issue that is an improper attempt to split a claim. The countermotion should be denied.

20 LIONEL SAWYER & COLLINS

21 By: 
22 Samuel S. Lionel
23 Attorneys for Defendant
24 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 18th day of September, 2014, I caused the
4 document DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR
5 PARTIAL SUMMARY JUDGMENT to be served as follows:

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

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

11 *Attorneys for Plaintiffs*

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

13 [] to be hand delivered to:

14 and/or

15 [X] by the Court's ECF System through Wiznet.

16 [] by electronic service to:

17 brandon@mcdonaldlawyers.com
18
19
20
21
22
23
24
25
26
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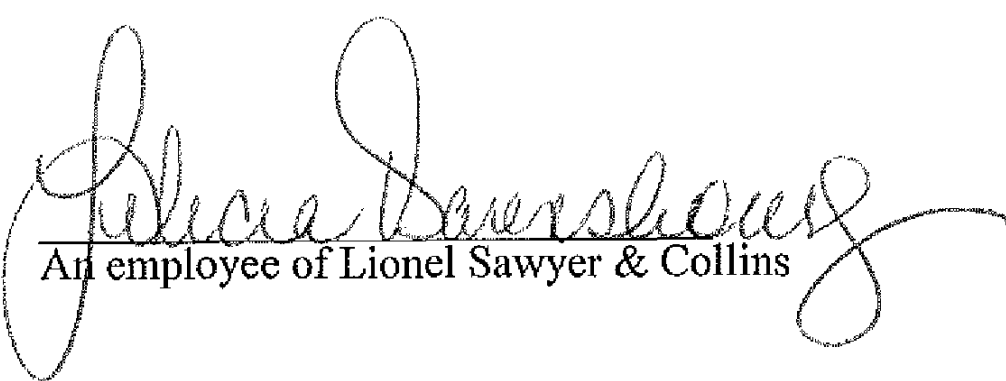

An employee of Lionel Sawyer & Collins

EXHIBIT A

Name PETER ELIADES 7316
Account No. _____ Date 8-10-12
Pay to the Order of THE ROGICH 2004 FAMILY IRREVOCABLE TRUST \$ 682,080.00
SIX HUNDRED EIGHTY-TWO THOUSAND AND EIGHTY DOLLARS ONLY Dollars
BANK OF NEVADA
3700 VILLAGE SQUARE AVE. 702-249-4200
LAS VEGAS, NV 89102
For Pete Eliaades
⑆ 122401778⑆ 110017773⑆

SR002356

JA_000689

THE PAGE OF THIS DOCUMENT HAS A COLORED BACKGROUND OR WHITE PAPER

THE ROGICH 2004 FAMILY IRREVOCABLE TRUST
3883 HOWARD HUGHES PARKWAY, SUITE 590
LAS VEGAS, NV 89169

Mutual of Omaha Bank
8325 S. Rainbow Blvd. • Las Vegas, NV 89119

2565
94-172/1224

DATE 8/15/2012

PAY TO THE ORDER OF Peter Ellades \$ **682,080.00

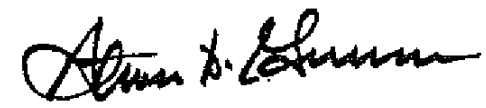
Six Hundred Eighty-Two Thousand Eighty and 00/100 DOLLARS

Peter Ellades

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈002565⑈ ⑆122401723⑆ ⑈9000069351⑈



CLERK OF THE COURT

1 **ORD**

Samuel S. Lionel, NV Bar No. 1766

2 *slionel@lionelsawyer.com*

LIONEL SAWYER & COLLINS

3 300 South Fourth Street, 17th Floor

Las Vegas, Nevada 89101

4 Telephone: (702) 383-8884

5 Fax: (702) 383-8845

Attorneys for Defendant

Eldorado Hills, LLC

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

10 CARLOS A. HUERTA, an individual;
11 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
Nevada limited liability company,

14 Plaintiffs,

15 v.

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

19 Defendants.

20 AND RELATED CLAIMS
21

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

**ORDER GRANTING PARTIAL
SUMMARY JUDGMENT**

22 **ORDER GRANTING PARTIAL SUMMARY JUDGMENT**

23 The Defendants Eldorado Hills, LLC ("Eldorado") having filed a Motion for Partial
24 Summary Judgment and Plaintiff, Nanyah Vegas, LLC ("Nanyah"), having filed a
25 Countermotion for Partial Summary Judgment and the parties having duly filed Memorandums
26 of Points and Authorities in support of their respective motions and oppositions and the Court
27 having heard oral argument on September 11, 2014 and good cause appearing, the court finds the
28 undisputed material fact is and makes the legal determinations as follows:

1 UNDISPUTED MATERIAL FACTS

- 2 1. Nanyah alleged that he invested \$1,500,000 for a membership interest in Eldorado
3 which he intended to be a capital investment and that he did not receive an
4 interest in Eldorado .
5 2. There is no evidence that Nanyah made an investment directly into Eldorado.
6 3. There was no privity between Nanyah and Eldorado.

7 LEGAL DETERMINATIONS

- 8 1. Nanyah's claim for unjust enrichment, if any, arose at the time of its alleged
9 investment.
10 2. The applicable statutes of limitations are NRS 11.190(2) and NRS 11:220.
11 3. Nanyah's alleged claim of unjust enrichment cannot be maintained and is barred
12 by the statutes of limitations.

13 WHEREFORE IT IS ORDERED that Defendant Nanyah Vegas, LLC's Countermotion is
14 denied without prejudice; and

15 IT IS FURTHER ORDERED that the Defendant Eldorado Hills, LLC's Motion for
16 Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.

17 DATED this 25 day of September, 2014.

18
19 Brandon McDonald
20 DISTRICT COURT JUDGE
21 *BM*

22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

APPROVED
McDonald Law Offices, PLC

24 By: Samuel S. Lionel
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
27 Las Vegas, NV 89101
28 Attorneys for Defendant
Eldorado Hills, LLC

By: Brandon McDonald
Brandon McDonald
2505 Anthem Village Dr, Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

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16 Partial Summary Judgment against Defendant Nanyah Vegas, LLC, be and it is hereby granted.

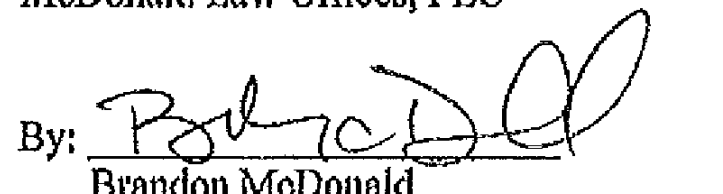
17 DATED this ____ day of September, 2014.
18
19

20 DISTRICT COURT JUDGE

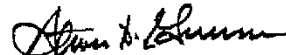
21
22 SUBMITTED:
23 LIONEL SAWYER & COLLINS

24 By: 
25 Samuel S. Lionel
26 300 S. Fourth Street, #1700
27 Las Vegas, NV 89101
28 Attorneys for Defendant
Eldorado Hills, LLC

APPROVED
McDonald Law Offices, PLC

By: 
Brandon McDonald
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Attorney for Plaintiffs

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CLERK OF THE COURT

1 **ORD**
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5 300 South Fourth Street, 17th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 383-8884
8 Fax: (702) 383-8845
9 *Attorneys for Defendant*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

27 AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

**ORDER GRANTING PARTIAL
SUMMARY JUDGMENT**

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

28 LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8845

JA_000694

I.

UNDISPUTED MATERIAL FACTS

1. In March 2010, Carlos Huerta, Christine H. Huerta (collectively "Huerta") and Go Global, Inc. ("Go Global") filed voluntary Bankruptcy Petitions in the United States Bankruptcy Court for the District of Nevada ("the Huerta Bankruptcy").
2. On July 22, 2013, an Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta was duly entered in the Huerta Bankruptcy.
3. On November 7, 2012, Huerta and Go Global wrote The Rogich Family Irrevocable Trust ("Rogich Trust") claiming that because the Rogich Trust had transferred its membership interest in Eldorado Hills, LLC, it was in breach of the Purchase Agreement between the parties and offered mediation, the Purchase Agreement prerequisite to litigation.
4. On April 4, 2011, Huerta and Go Global filed a Joint Disclosure Statement in the Huerta Bankruptcy. The statement did not identify or mention the Purchase Agreement or the Rogich Trust.
5. Huerta and Go Global filed Amended Disclosure Statements on January 17, 2013, March 8, 2013 and April 8, 2013. None of those statements identify or mention the Purchase Agreement, any relationship between Huerta, Go Global and the Rogich Trust, any receivable or other indebtedness of the Rogich Trust, any liquidation analysis identifying or identifying a possible claim against the Rogich Trust. The Huerta and Go Global Plan also does not identify or mention any such information.
6. Disclosure Statements inform creditors how they will be paid and are used by creditors to determine whether or not to accept a Plan of Reorganization. The creditors of Huerta and Go Global were never informed there was a receivable from the Rogich Trust to be collected.

1 7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust,
2 Huerta and Go Global were aware that they had a claim against the Rogich Trust.

3 8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4
4 thereof:

5 "In connection with confirmation of the Plan, I reviewed the Plan (as amended),
6 Disclosure Statement (as amended) and all related exhibits thereto. The statements in those
7 documents are true and accurate..." *N/A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan 7/22/13*

8 10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all
9 money, assets or compensation remaining to be paid pursuant to the Purchase Agreement
10 or from any act of recovery seeking to enforce the obligations of the parties thereto.
11 Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is
12 the Trustee of said Trust.

13 11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action
14 against The Rogich Trust to recover the sum of \$2,747,729.50 allegedly due under the
15 Purchase Agreement,

16 LEGAL DETERMINATION

- 17 1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against
18 the Rogich Trust.
19 2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second
20 Amended or Third Amended Disclosure Statements.
21 3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or
22 third Amendments to the Plan.

23 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for
24 Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for
25 relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are
26 dismissed.

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this 3 day of ^{November} October, 2014.

8 Nancy L. Alf
9 DISTRICT COURT JUDGE

10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: Samuel S. Lionel
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
17 Attorneys for Defendant

18 APPROVED
19 McDonald Law Offices, PLC

20 By: _____
21 Brandon McDonald
22 2505 Anthem Village Dr., Suite E-474
23 Henderson, NV 89052
24 Attorney for Plaintiffs
25
26
27

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& COLLINS
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300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 383-8888

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas, LLC's Fourth claim for relief was duly entered.


3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

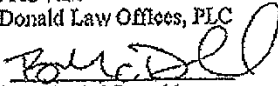
7 DATED this ____ day of October, 2014.

8
9 DISTRICT COURT JUDGE

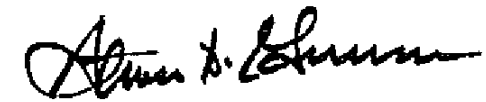
10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: 
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
17 Attorneys for Defendant

18 APPROVED
19 McDonald Law Offices, PLC

20 By: 
21 Brandon McDonald
22 2505 Anthem Village Dr., Suite E-474
23 Henderson, NV 89052
24 Attorney for Plaintiffs
25
26
27

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,
NEVADA 89101
(702) 555-4144



CLERK OF THE COURT
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0011
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
Tel: (702) -383-8884
Fax: (702) 383-8845

*Attorneys for Sig Rogich aka
Sigmund Rogich as Trustee of
The Rogich Family Irrevocable Trust*

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

Case No. A-13-686303-C

Department: XXVII

**MOTION FOR AWARD OF
ATTORNEYS' FEES**

Date:

12/24/14

Time:

9:00 a.m.


Defendant, The Rogich Family Irrevocable Trust, moves the Court for an Order awarding it attorneys' fees on the ground that judgment has been entered in its favor and it should be awarded prevailing attorneys' fees. This Motion is made and based on the Declaration of Samuel S. Lionel (Exhibit 1), and Exhibits 2, 3, and 4 attached hereto.

NOTICE OF HEARING OF MOTION

Please take notice that on the 24 day of December 2014, Defendant's Motion for Award of Attorneys' Fees shall be heard in Department XXVII at the hour of 9:00 o'clock am m

1 or as soon thereafter as the Court's calendar permits .

2 LIONEL SAWYER & COLLINS

3
4 by 
5 Samuel S. Lionel, NV Bar 1766
6 300 S. Fourth Street, Suite 1700
7 Las Vegas, NV 89101

8 *Attorneys for Sig Rogich aka*
9 *Sigmund Rogich as Trustee of*
10 *The Rogich Family Irrevocable Trust*

11 POINTS AND AUTHORITIES IN SUPPORT OF
12 MOTION FOR AN AWARD OF ATTORNEYS' FEES

13 THE ROGICH TRUST SHOULD BE AWARDED ATTORNEYS' FEES

14 Plaintiffs' sued the Rogich Family Irrevocable Trust ("Rogich Trust") for an alleged
15 breach of the Purchase Agreement, dated October 30, 2008, pursuant to which Carlos Huerta and
16 Go Global Inc. sold their interest in Eldorado Hills, LLC to the Rogich Trust (Huerta claims).

17 On November 5, 2014, the Court awarded the Rogich Trust a Summary Judgment
18 dismissing the Huerta claims. The Purchase Agreement provides in paragraph 7(d) the following
19 with respect to prevailing attorneys' fees:

20 "In the event that any action or proceeding is instituted to interpret or
21 enforce the terms and provisions of this agreement, however, the prevailing party
22 shall be entitled to its costs and attorneys' fees..."

23 The Huerta claims alleged the transfer of the Eldorado Hills interest of the Rogich Trust
24 was a breach of the Purchase Agreement and because of such breach the Rogich Trust owed the
25 Alexander Christopher Trust ("Act"), the assignee of Go Global, \$2,747,729.50. The Purchase
26 Agreement does not prohibit the transfer of Eldorado Hills interests. Thus, the Huerta claims
27 were for both interpretation and enforcement of the Purchase Agreement and the Rogich Trust
28

1 was the prevailing party with respect to those claims.

2 Huerta is the president of Go Global and its sole shareholder. There are no directors.
3 Only he speaks for Go Global. Huerta deposition 4/3/14 at 8:10-22 (Ex. 2). Huerta is the trustee
4 of the Act, and he and his wife are the grantors and lifetime beneficiaries (Ex. 3).

5 On July 30, 2013, the day before this action was filed, Go Global assigned to the Act "all
6 rights, interest and causes of action as allowed under law to Assignee arising from the Purchase
7 Agreement." The Assignment also provided that "at Assignee's discretion it may initiate
8 recovery, prosecution for claims arising from the Purchase Agreement against the Rogich Family
9 Trust, or other parties as necessary, as if in the stead of Go Global, Inc.," The Assignment
10 further provided that all recoveries would belong to the Act (Ex. 4).

11
12 Carlos Huerta ("Huerta"), Go Global, Inc. ("Go Global") and the Act are all liable for
13 prevailing attorneys' fees as provided in Paragraph 7(d) of the Purchase Agreement.
14

15
16 **HUERTA IS LIABLE FOR ATTORNEYS' FEES**

17 Paragraph 7(d) of the Purchase Agreement clearly provides that if an action is brought to
18 interpret or enforce the Purchase Agreement the prevailing party shall be entitled to the costs and
19 attorneys' fees. This action was brought by Huerta, individually as well as as Trustee of the Act.
20 The Rogich Trust prevailed. Therefore, Huerta is contractually liable for the Rogich Trusts
21 attorneys' fees.
22

23 **GO GLOBAL IS LIABLE FOR ATTORNEYS' FEES**

24 Go Global and Huerta sold their Eldorado Hills interest to the Rogich Trust pursuant to
25 the terms of the Purchase Agreement. Because an action was instituted to interpret and enforce
26 the Purchase Agreement, Go Global, like Huerta, is contractually liable for the Rogich Trust's
27 attorneys' fees.
28

1 Go Global's assignment to the Act on the eve preceeding the filing of this action did not
2 release it from its prevailing party obligation under the Purchase Agreement. Notwithstanding
3 the broad terms of the assignment, Go Global's contractual obligations under the Purchase
4 Agreement continued. Mt. Wheeler Power, Inc. v. Gallagher, 98 Nev. 479,483, 653 P. 2d 1212,
5 214 (1982).

6 Paragraph 2 of the Amended Complaint provides that Huerta, "as Trustee of The
7 ALEXANDER CHRISTOPHER TRUST as assignee of interests of GO GLOBAL, INC.
8 (hereinafter referred to as 'Go Global'), is now and was all times relevant hereto, a Nevada
9 corporation doing business in Clark County, Nevada." If Go Global was intended to be a defined
10 name for the Act, paragraph 2 is certainly confusing. Each of the three Plaintiffs' Claims for
11 Relief are preceded by "As alleged by Huerta and Go Global against Rogich". The three claims
12 specifically refer to Go Global with respect to its conduct, not that of the Act. See paragraphs
13 21, 24, 26, 34, 36, 37, 38, 39 and 41. In paragraphs 25, 34 and 41, Go Global, not the Act,
14 requests attorneys' fees. In none of these paragraphs could Go Global be a defined name for the
15 Act.
16

17 To do justice, the Court should recognize that Huerta is the alter ego of Go Global and
18 Go Global is the alter ego of Huerta. See LFC Marketing Group, Inc. v. Loomis, 116 Nev. 896,
19 904, 8 P. 3d 841, 846, 847 (2000) holding that a reverse alter ego determination was appropriate
20 to prevent injustice.
21

22 Despite the late Assignment, Go Global was at least a de facto party to the action. It is
23 liable for The Rogich Trust's prevailing party attorneys' fees.
24

25 **THE ALEXANDER CHRISTOPHER TRUST IS LIABLE**
26 **FOR ATTORNEYS' FEES**

27 The Go Global assignment to the Act is exceedingly broad, expressly granting
28

1 "discretion" with respect to prosecution of claims arising from the Purchase Agreement against
2 the Rogich Trust . It exercised that discretion standing in the shoes of Go Global ("in the stead
3 of Go Global"). Cf. The State of Montana, Department of Social and Rehabilitation Services v.
4 Lopez, 112 Nev. 1213, 1214, 925 P. 2d 880 (1996). ("...an assignee stands in the shoes of the
5 assignor..."); Aerofund Financial, Inc. v. Elliot, 2001 WL 312422 (9th Cir. 2001) ("An assignee
6 stands in the shoes of the assignor, acquiring all its rights and liabilities."); Gulvartian v.
7 Fakhoury, 2010 WL 2473865 (Cal. App. 2 Dist. 2010) ("when appellant became the assignee he
8 stepped into the shoes of One Stop and took on all the rights and responsibilities associated with
9 that position - including the agreement to be bound by the attorney fee provision").

11 Citing Restatement (Second) of Contracts, the Court in Bluebonnet Warehouse Co-Op v.
12 Bankers Trust Co., 89 F.3d 292, 297 (1996) stated:

14 "When a contract is assigned, there is a presumption that all rights
15 under the contract are assigned and duties delegated.
16 Restatement (Second) of Contracts §328 (1)."

17 NRS 104.2210 (4) provides:

18 An assignment of "the contract" or of "all my rights under the
19 contract" or an assignment in similar general terms is an
20 assignment of rights and unless the language or the circumstances
21 (as in an assignment for security) indicate the contrary, it is a
22 delegation of performance of the duties of the assignor and its
23 acceptance by the assignee constitutes a promise by him to perform
24 those duties. This promise is enforceable by either the assignor or
25 the other party to the original contract.

26 Thus, the Act is also liable for the Rogich Trust's attorneys' fees.

27 PREVAILING FEE AWARD

28 Attached to the Lionel Declaration as Exhibit A is the statement of Lionel Sawyer &
Collins for the services rendered to the Rogich Trust in the litigation in the amount of
\$306,700.75. Attached to the Declaration is an allocation of \$68,746.25 from that amount for
services rendered to the Rogich Trust with respect to the Nanyah Vegas claim. After deduction

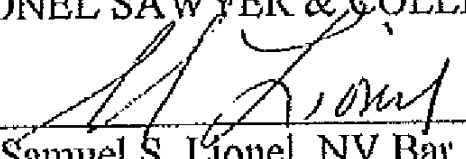
1 of the services with respect to the Nanyah Vegas claim, there is a balance of \$237, 954.50.

2
3 CONCLUSION

4 The Rogich Trust should be awarded its prevailing attorneys' fees in the amount of
5 \$237,954.50 against Carlos Huerta, Go Global, Inc. and The Alexander Christopher Trust.
6

7
8 LIONEL SAWYER & COLLINS

9 by


10 Samuel S. Lionel, NV Bar 1766
11 300 S. Fourth Street, Suite 1700
12 Las Vegas, NV 89101

13 *Attorneys for Sig Rogich aka*
14 *Sigmund Rogich as Trustee of*
15 *Rogich Family Irrevocable Trust*
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CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of Motion for Award of Attorneys Fees was electronically served on this 19th day of November, 2014, on the following:

Brandon McDonald
McDonald Law Offices, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Brandon@mcdonaldlawyers.com
Attorney for Plaintiffs



An Employee of Lionel Sawyer & Collins

EXHIBIT 1

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

Case No. A-13-686303-C

Department: XXVII

DECLARATION OF SAMUEL S. LIONEL

DECLARATION OF SAMUEL S. LIONEL

I, SAMUEL S. LIONEL, declare as follows:

1. I am an attorney licensed to practice law in the State of Nevada and I am the President of Lionel Sawyer & Collins. I represent Sigmund "Sig" Rogich, the Trustee of the Rogich Family Irrevocable Trust (Rogich Trust) and Eldorado Hills, LLC in the above captioned action and I make this Declaration in support of the Rogich Trust's Motion for an Award of Attorney's Fees.

2. This Action consists of claims of Carlos Huerta, individually and as Trustee of the Christopher Alexander Trust ("Huerta claims") against the Rogich Trust for the alleged breach of a Purchase Agreement and the alleged unjust enrichment claim of Nanyah Vegas, LLC against Eldorado Hills, LLC.

3. The Purchase Agreement (Paragraph 7(d)) provides that "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

1 addition to any other relief it may obtain or to which it may be entitled."

2 4. The Rogich Trust is the prevailing party with respect to all of Plaintiffs' claims.

3 5. Attached as Exhibit A is a statement of Lionel Sawyer & Collins showing charges
4 for services rendered to the Rogich Trust herein which services were actually and necessarily
5 incurred during this litigation in the amount of \$306,700.75.

6
7 6. As the services provided to the Rogich Trust with respect to the Nanyah Vegas
8 claim against Eldorado Hills was not for the interpretation or enforcement of the Purchase
9 Agreement, the provision for prevailing party fees does not appear applicable to services
10 rendered with respect to that claim. The provision is clearly applicable to the Huerta claims
11 which alleged breach of the Purchase Agreement by the Rogich Trust by reason of its transfer of
12 its interest in Eldorado Hills, LLC and enforcement of its payment terms.

13
14 7. Attached as Exhibit B are dates on which services were performed by Lionel
15 Sawyer & Collins, entirely or partially, with respect to the Nanyah Vegas claim, the time
16 allocated to that claim and charges allocated to those services in the amount of \$68,746.25. I
17 have personally reviewed the charges in Exhibit A and made the allocations in Exhibit B with
18 respect to the Nanyah Vegas claim services and I believe such allocations fairly represent
19 appropriate fees for such services. After deduction of the charges related to services with
20 respect to the Nanyah Vegas claim, the balance of the charges in Exhibit A is \$237,954.50 which
21 represents charges actually and necessarily rendered to the Rogich Trust in connection with the
22 defense of the Huerta claims, other than the Nanyah Vegas charges..

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I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and correct.

Executed on November 18, 2014.



Samuel S. Lionel

EXHIBIT A

LIONEL SAWYER & COLLINS

Attorneys at
300 South Fourth Street, Suite 1700
Las Vegas, Nevada 89101
(702) 383-8888

Sig Rogich/Rogich Communications
Attn: Melissa Olivas
11920 Southern Highlands Pkwy Ste 301
Las Vegas, NV 89141-3275

Invoice 432248 -
November 17, 2014

ID: 7384-0022 - SSL

Re: Carlos A. Huerta et al vs. Sig Rogich et al.

For Services Rendered Through November 14, 2014

Fees	306,700.75	
Disbursements	5,027.27	
Interest	5,971.18	
Total Payments	-40,393.97	
Adjustments	-0.00	
Total Current Due		277,305.23

Fee Recap

		Hours	Rate/Hour	Amount
Samuel S. Lionel	ATTORNEY	424.90	650.00	276,185.00
David N. Frederick	ATTORNEY	0.60	600.00	360.00
Rodney M. Jean	ATTORNEY	0.40	575.00	230.00
Margaret A. Occhipinti	PARALEGAL	1.00	175.00	175.00
Robert Hernquist	ATTORNEY	3.60	275.00	990.00
Christopher Mathews	ATTORNEY	0.75	425.00	318.75
Steven C. Anderson	ATTORNEY	36.50	215.00	7,847.50
Steven C. Anderson	ATTORNEY	57.00	235.00	13,395.00
Phillip C. Thompson	ATTORNEY	28.50	215.00	6,127.50
Kurt R. Mattson	RESEARCH LIBRARIAN	6.70	160.00	1,072.00
Totals		559.95		306,700.75

Disbursements

Description	Amount
Filing Fee	716.00
Westlaw	578.50
Duplicating	555.10
Postage	1.82

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications
 I.D. 7384
 Re: Carlos A. Huerta et al vs. Sig Rogich et al.

November 17, 2014
 Invoice 432248
 Page 2

Description	Amount
Court Reporter - Transcript	684.95
Certified Copies	2,490.90
Total Disbursements	5,027.27

Rees

Date	Atty	Description	Hours	Rate	Amount
No Task Code Defined					
08/02/13	SSL	Study complaint.	1.00	650.00	650.00
08/05/13	SSL	Review complaint and purchase agreement; telephone conference with Ms. Olivas; review chronology and documents.	2.00	650.00	1,300.00
08/06/13	SCA	Reviewed complaint and attached buy-sell agreement. Made notes for discussion with Samuel S. Lionel.	0.50	215.00	107.50
08/06/13	SSL	Review documents.	1.50	650.00	975.00
08/07/13	SCA	Continued review of Huerta case. Conference with Samuel S. Lionel regarding same. Obtained additional documents for review.	0.75	215.00	161.25
08/07/13	SSL	Conference with Steve Anderson; read complaint and review additional documents.	2.00	650.00	1,300.00
08/08/13	SSL	Review Huerta complaint.	1.00	650.00	650.00
08/09/13	SSL	Review Eldorado Hills tax returns from 2006; conference with Melissa Olivas regarding returns.	1.25	650.00	812.50
08/15/13	KXM	Research for Samuel S. Lionel	3.00	160.00	480.00
08/16/13	KXM	Research for Samuel S. Lionel	2.00	160.00	320.00
08/20/13	SSL	Received and reviewed documents from Melissa Olivas regarding Eldorado and Gun Club expenditures; telephone conference with Ms. Olivas regarding documents; review Rogich/TEL.D documents; review complaint and Huerta claims.	2.00	650.00	1,300.00
08/22/13	SSL	Review agreement regarding covenant of good faith and fair dealing.	1.50	650.00	975.00
08/26/13	SSL	Review tax returns; telephone conference with Ms. Olivas regarding tax returns.	1.00	650.00	650.00
08/26/13	SCA	Continued review of complaint and related documents. Briefly discussed with Samuel S. Lionel.	0.50	215.00	107.50
08/27/13	SSL	Conference with Steven Anderson regarding complaint and consideration of preparation of motion to dismiss causes of action 3, 4, 5 & 6,	1.50	650.00	975.00
08/27/13	SCA	Completed additional review and summary of complaint and purchase agreement.	1.00	215.00	215.00
08/27/13	SCA	Conference with Samuel S. Lionel regarding drafting answer and	1.25	215.00	268.75

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 3

Date	Atty	Description	Hours	Rate	Amount
		motion to dismiss. Discussed general strategy as well.			
08/29/13	KXM	Research for SSL	1.00	160.00	160.00
08/30/13	SCA	Discussed motion to dismiss issue with Samuel S. Lionel. Reviewed secretary of state documents regarding TELD involvement.	0.25	215.00	53.75
09/04/13	SCA	Reviewed summons and emails from client service. Telephone conference with Samuel S. Lionel regarding Rogich service and extension.	0.25	215.00	53.75
09/05/13	SCA	Drafted preface for motion to dismiss and tweaked caption. Added notice of hearing and legal standard for motion to dismiss. Researched Nevada case law on unjust enrichment and "implied agreement."	1.25	215.00	268.75
09/06/13	SCA	Reviewed and analyzed Nevada case law on unjust enrichment and "implied agreement." Briefly discussed with Samuel S. Lionel. Retrieved and reviewed additional case law regarding unjust enrichment.	1.50	215.00	322.50
09/09/13	SCA	Reviewed additional Eldorado transactions such as 2008 and 2012 transfer agreements, for additional factual background.	1.25	215.00	268.75
09/09/13	SCA	Reviewed complaint again and correlated with Purchase Agreement exhibit.	0.75	215.00	161.25
09/09/13	SCA	Drafted introduction to motion to dismiss. Outlined argument section.	1.00	215.00	215.00
09/09/13	SCA	Various discussions with Samuel S. Lionel regarding working out coherency in Complaint.	0.50	215.00	107.50
09/09/13	SCA	Began drafting factual statement.	1.50	215.00	322.50
09/09/13	SCA	Drafted unjust enrichment legal standard. Completed case law analysis / application section.	1.00	215.00	215.00
09/09/13	SSL	Conference with Steven Anderson regarding preparation of motion to dismiss.	0.40	650.00	260.00
09/10/13	SCA	Revised factual allegations. Continued attempts to reconcile conflicts in complaint and Purchase Agreement. Drafted argument regarding Huerta's unjust enrichment claim.	1.75	215.00	376.25
09/10/13	SCA	Conference with Samuel S. Lionel regarding complaint and motion to dismiss strategies / arguments.	1.00	215.00	215.00
09/10/13	SCA	Revised Huerta unjust enrichment argument. Implemented additional allegations from Purchase Agreement. Began Nanyah and Ray argument section.	1.50	215.00	322.50
09/10/13	SCA	Continued work on Nanyah/Ray unjust enrichment argument. Revised to include direct investment v. potential investment options.	1.50	215.00	322.50
09/10/13	SCA	Telephone conference with Samuel S. Lionel regarding refined unjust-enrichment argument.	0.25	215.00	53.75
09/10/13	SSL	Conference with Steve Anderson regarding preparation of motion to dismiss 3 causes of action.	1.00	650.00	650.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 4

Date	Atty	Description	Hours	Rate	Amount
09/11/13	SCA	Researched NRS 11 regarding limitations. Located Nevada case law regarding same. Drafted legal standard and argument regarding statue of limitations.	2.00	215.00	430.00
09/11/13	SCA	Implemented Samuel S. Lionel argument regarding Rogich's inability to eliminate membership interest. Completed draft. Revised and submitted to Samuel S. Lionel.	1.75	215.00	376.25
09/11/13	SCA	Conference with Samuel S. Lionel regarding revisions. Implemented	0.25	215.00	53.75
09/11/13	SCA	Research case law and secondary sources regarding inability to transfer what is not yours.	0.75	215.00	161.25
09/11/13	SSL	Review draft of motion to dismiss Ray Nanyah claims against Eldorado; conference with Steve Anderson regarding claims.	1.25	650.00	812.50
09/12/13	SCA	Made final revisions to Eldorado motion to dismiss. Filed and served. Revised file-stamped copy and hearing date.	1.25	215.00	268.75
09/16/13	SCA	Conference with Samuel S. Lionel regarding motion to dismiss calendaring and issues implicating Rogich. Discussed Nanyah and Ray's potential benefit from Antonio case. Discussed Rogich motion to dismiss.	0.25	215.00	53.75
09/25/13	SSL	Review facts in preparation for future Huerta deposition (.50); review letter from McDonald requesting stipulation permitting filing of amended complaint(.25).	0.75	650.00	487.50
09/27/13	SCA	Emailed and left message with opposing counsel regarding amended complaint. Discussed same with Samuel S. Lionel.	0.25	215.00	53.75
10/02/13	SCA	Telephone conference with opposing counsel regarding amended complaint. Rogich service and continuing hearing date.	0.25	215.00	53.75
10/03/13	SCA	Discussed various issues with Samuel S. Lionel. Reviewed opposing counsel email and attachment. Reviewed calendaring issues regarding same.	0.50	215.00	107.50
10/03/13	SSL	Conference with Steve Anderson regarding his conference with McDonald and McDonald's letter and proposed stipulation with respect to motion to dismiss and filing an amended complaint.	0.50	650.00	325.00
10/07/13	SCA	Exchanged emails with opposing counsel regarding amended complaint. Reviewed proposed stip and signed. Exchanged additional emails regarding same.	0.25	215.00	53.75
10/10/13	SSL	Reviewed issues regarding Canamax; telephone conference with Melissa Olivas and Mr. Rogich; review file regarding proposed transaction.	0.50	650.00	325.00
10/21/13	SCA	Reviewed proposed amended complaint. Drafted email to Samuel S. Lionel regarding remaining deficiencies and use in Antonio Nevada case.	0.25	215.00	53.75
10/22/13	SCA	Briefly compared complaint to amended complaint. Conference with Samuel S. Lionel regarding responses and potential counter/crossclaim.	0.75	215.00	161.25
10/22/13	SSL	Study Huerta's 1st Amended Complaint; conference with Steve	1.50	650.00	975.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 5

Date	Atty	Description	Hours	Rate	Amount
10/25/13	SCA	Anderson regarding complaint. Reviewed email regarding Rogich responsive pleading and amended complaint. Responded. Exchanged additional emails regarding discovery.	0.25	215.00	53.75
10/28/13	SCA	Exchange various emails with opposing counsel regarding Huerta hearing; amended complaint, and response deadlines.	0.25	215.00	53.75
10/29/13	SSL	Preparation of answer to First Amended Complaint.	4.50	650.00	2,925.00
10/30/13	SSL	Preparation of answer to Amended Complaint.	3.00	650.00	1,950.00
10/30/13	SCA	Telephone conferences with chambers regarding vacating motion; revised notice to vacate; continued review of file stamped complaint relating to answer/counterclaim.	0.75	215.00	161.25
10/31/13	SSL	Preparation of answer to First Amended Complaint; review authorities with respect to covenant of good faith and fair dealing; check Alexander Christopher Trust.	2.00	650.00	1,300.00
10/31/13	SCA	Telephone conference with Samuel S. Lionel regarding counter vs. cross claim; reviewed third party practice rules regarding Huerta..	0.50	215.00	107.50
11/01/13	SSL	Melissa Olivas emails regarding answer to 1st amended complaint; review and respond to her email (.5); legal research regarding revoked Nanyah charter (1.50);	2.00	650.00	1,300.00
11/04/13	SCA	Reviewed and commented on Answer to First Amended Complaint. Exchanged emails regarding same.	0.50	215.00	107.50
11/04/13	SSL	Review proposed answer and study Huerta evidence; preparation for subsequent Huerta deposition.	4.00	650.00	2,600.00
11/05/13	SCA	Discussed with Samuel S. Lionel adding counterclaim regarding indemnification. Reviewed proposed language. Proposed and discussed	0.50	215.00	107.50
11/05/13	SSL	Preparation of counterclaim.	1.00	650.00	650.00
12/02/13	SCA	Telephone conference with opposing counsel regarding early case conference. Confirmed with Samuel S. Lionel. Reviewed Rule 16 dates and calculated late reply to counterclaim.	0.75	215.00	161.25
12/04/13	SSL	Prepare for 16.1 case conference; prepare information regarding persons having knowledge; marshall documents.	3.00	650.00	1,950.00
12/05/13	SSL	Conference with Steve Anderson regarding issues with respect to equity claim (1.00); prepare for 16.1 case conference.(1.50)	2.50	650.00	1,625.00
12/06/13	SCA	Conference with Samuel S. Lionel regarding failure to reply to counterclaim and early case conference issues.	0.25	215.00	53.75
12/10/13	SCA	Sent email confirmation regarding early case conference. Drafted 16.1 disclosures and began organizing initial production.	1.00	215.00	215.00
12/11/13	SSL	Conference with Steve Anderson regarding 16.1 case conference and document issues.	0.50	650.00	325.00
12/11/13	SCA	Supplemented draft 16.1 disclosure. Conference with Samuel S. Lionel regarding case conference, scheduling and strategy.	1.00	215.00	215.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 6

Date	Atty	Description	Hours	Rate	Amount
12/11/13	SCA	Traveled to and from and attended case conference. Confirmed filing deadline expiration regarding pleadings and disclosures.	1.75	215.00	376.25
12/19/13	SCA	Finalized Initial 16.1 disclosures and prepared for service.	0.75	215.00	161.25
12/30/13	SCA	Telephone conference with opposing counsel regarding his initial production and the draft JCCR.	0.25	215.00	53.75
12/31/13	SCA	Sent another follow-up email regarding JCCR and discovery production.	0.25	215.00	53.75
01/02/14	SCA	Reviewed docket for reply to counter. Exchanged emails regarding initial production and JCCR.	0.25	235.00	58.75
01/06/14	SSL	Received and reviewed plaintiff's NRC 16.1 disclosures of witnesses and documents.	0.50	650.00	325.00
01/06/14	SCA	Reviewed and commented on the JCCR. Confirmed dates. Emailed revisions to opposing counsel. Confirmed no filing of reply to counter. Confirmed with Denise.	0.75	235.00	176.25
01/07/14	SCA	Followed up with opposing counsel regarding JCCR. Discussed failed to file reply with Samuel S. Lionel.	0.25	235.00	58.75
01/24/14	SCA	Reviewed annexed arbitration rules and short trial rules for wiggle room on \$50K monetary limit. Discussed with Samuel S. Lionel. Exchanged emails/left message with opposing counsel regarding exemption.	0.75	235.00	176.25
01/24/14	SSL	Review arbitration issues and conference with Steven C. Anderson regarding issues.	0.50	650.00	325.00
01/28/14	SSL	Review plaintiff request for exemption from arbitration; conference with Steve Anderson regarding Lewis testimony; review Lewis deposition.	2.00	650.00	1,300.00
02/06/14	SSL	Review Purchase Agreement of Teld, Flangas and Rogich trusts.	1.00	650.00	650.00
02/07/14	SSL	Prepare Request for Production of Financial documents; review file; prepare for Nanyah Vegas deposition; prepare for Huerta deposition.	4.50	650.00	2,925.00
02/10/14	SCA	Reviewed JCCR. Discussed discovery deadlines and discovery already served. Confirmed status of arbitration.	0.25	235.00	58.75
02/10/14	SSL	Prepare for Huerta Deposition	3.00	650.00	1,950.00
02/11/14	SSL	Prepare for Huerta Deposition	4.00	650.00	2,600.00
02/12/14	SCA	Confirmed missing reply to counter. Reviewed Samuel S. Lionel discovery requests.	0.25	235.00	58.75
02/18/14	SCA	Telephone conference with Samuel S. Lionel regarding discovery issues. Confirmed again that no arbitration exemption nor reply to counter had been filed. Retrieved word document from second request for production.	0.25	235.00	58.75
02/18/14	SSL	Prepare for Nanyah Vegas - Huerta deposition	4.00	650.00	2,600.00
02/19/14	SCA	Telephone conference with Samuel S. Lionel regarding discovery and service of reply to counter.	0.25	235.00	58.75
02/19/14	SSL	Review Nevada Bad Faith Fair Dealing cases; prepare for Huerta	4.00	650.00	2,600.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 7

Date	Atty	Description	Hours	Rate	Amount
		deposition			
02/20/14	SCA	Discussed discovery requests with Samuel S. Lionel. Finalized second request for production and prepared for service.	0.50	235.00	117.50
03/04/14	SSL	Review bad faith cases.	0.50	650.00	325.00
03/05/14	SSL	Prepare for trial; review Lewis deposition; legal research regarding trial issues; review exhibits.	1.00	650.00	2,600.00
03/07/14	SCA	Conference with Samuel S. Lionel regarding Huerta's depo in Eldorado case and how to use it in the present matter.	0.25	235.00	58.75
03/12/14	SCA	Reviewed Huerta's response to first and second request for productions. Compared with initial production. Conference with Samuel S. Lionel regarding same.	0.50	235.00	117.50
03/13/14	SCA	Emailed opposing counsel regarding deficiencies in production. Discussed same with Samuel S. Lionel.	0.25	235.00	58.75
03/13/14	SSL	Review Huerta responses to Request for Production; conference with Steven C. Anderson regarding defective responses.	0.50	650.00	325.00
03/19/14	SSL	Review NRS 86.401 regarding change in interest of member of LLC by judgment creditor; telephone conference with M. Olivas regarding hearing; review M. Olivas Huerta history.	1.00	650.00	650.00
03/20/14	SCA	Emailed opposing counsel to follow-up on deficient discovery issue.	0.25	235.00	58.75
03/24/14	SSL	Review operating agreement (.50); review M. Olivas memorandum regarding Carlos Chronicles (.50); conference with Steven C. Anderson regarding attorney fee issues including equities issue (.50); review transcript of hearing on Motion for Judgment on the Pleadings (.25); prepare for Nanyah Vegas PMK deposition (1.00).	2.75	650.00	1,787.50
03/24/14	SCA	Conference with Samuel S. Lionel regarding need for certain documents to be supplemented. Drafted 2.34 letter and emailed to opposing counsel. Forwarded emails and responses to Samuel S. Lionel.	0.50	235.00	117.50
03/25/14	SSL	File study; review Canamex materials; review email to Brandon McDonald regarding Nanyah Vegas deposition and order dismissing Antonio Nevada Amended Complaint.	1.75	650.00	1,137.50
03/25/14	SCA	Reviewed and responded to opposing counsel's email regarding discovery. Conference with Samuel S. Lionel regarding various arguments to raised and question on at depo. Raised bankruptcy res judicata points.	1.00	235.00	235.00
03/26/14	SSL	Legal research regarding assignment of negligent representation claim; conference with Steven C. Anderson with respect to legal research showing assignment improper and failure of Huerta to provide copy of Alexander Christopher Trust agreement (alleged assignment from Go Global); review First Supplement to Disclosure and Amended and Restated Operating Agreement and First Amended Complaint.	3.00	650.00	1,950.00
03/26/14	SCA	Conference with Samuel S. Lionel regarding upcoming depo and	0.50	235.00	117.50

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 8

Date	Atty	Description	Hours	Rate	Amount
		our supplemental discovery. Reviewed documents to be produced. Sent additional email to opposing counsel confirming need for all of the trust agreement.			
03/27/14	SSL	Review Lionel/McDonald email regarding Order Dismissing Amended Complaint; prepare for Nanyah deposition.	1.00	650.00	650.00
03/27/14	SCA	Conference with Samuel S. Lionel regarding Global's assignment and implications. Retrieved motion to dismiss regarding ULLICO for reference in Supreme Court Brigade opinion.	0.50	235.00	117.50
03/28/14	SSL	Prepare for Nanyah Vegas deposition; legal research regarding bankruptcy law with respect to Huerta filing suit with assignment following confirmation of his and Go Global's bankruptcy plan.	3.00	650.00	1,950.00
03/28/14	SCA	Reviewed res judicata bankruptcy issue. Conference with Samuel S. Lionel regarding same. Continued review of bankruptcy filings and disclosures. Review bankruptcy plan and references to Rogich "account receivable." Telephone conference with Rodney M. Jean regarding account receivable treatment in bankruptcy proceedings.	3.25	235.00	763.75
03/31/14	SCA	Finalized bankruptcy filing summary. Conference with Samuel S. Lionel regarding same. Left message and emailed opposing counsel regarding discovery and deposition. Reviewed discovery responses and referenced implications with timeline.	1.25	235.00	293.75
03/31/14	SSL	Conference with Steven C. Anderson regarding applicability of bankruptcy law with respect to filing unscheduled litigation following confirmations; review decisions.	1.50	650.00	975.00
03/31/14	SSL	Prepare for Nanyah Vegas LLC PMK deposition.	1.75	650.00	1,137.50
04/01/14	SCA	Exchanged emails with Samuel S. Lionel and opposing counsel. Reviewed docket for deadlines and other potential scheduling. Reviewed bankruptcy code for potential disclosure protections.	0.75	235.00	176.25
04/02/14	SCA	Exchanged emails with opposing counsel regarding discovery and deposition issues. Reviewed documents we recently produced for litigation implications.	0.50	235.00	117.50
04/02/14	SSL	Prepare for Nanyah Vegas deposition.	5.00	650.00	3,250.00
04/03/14	SSL	Taking of Nanyah Vegas PMK deposition of Carlos Huerta.	2.25	650.00	1,462.50
04/03/14	SCA	Made preparation before depo and attended Nanyah 30(b)(6) depo. Debriefed with Samuel S. Lionel.	2.00	235.00	470.00
04/09/14	SSL	Preparation for Huerta deposition	2.00	650.00	1,300.00
04/10/14	SSL	Prepare for Huerta deposition; read Huerta/Nanyah Vegas PMK deposition	3.00	650.00	1,950.00
04/11/14	SSL	Review Amended Complaint; prepare Answer with new defenses of res judicata, collateral estoppel and equitable estoppel; review new bankruptcy issues and non-assignment of claims in Amended Complaint; review revocation of Go Global state charter.	4.00	650.00	2,600.00
04/14/14	SCA	Continued to follow-up with opposing counsel regarding depo and document production.	0.25	235.00	58.75

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 9

Date	Atty	Description	Hours	Rate	Amount
04/14/14	SSL	Review Plaintiff's Supplemental Opposition to Motion for Reconsideration for Attorney's fees; legal research; conference with Steven C. Anderson regarding issues referred to in opposition; preparation of responses	2.50	650.00	1,625.00
04/15/14	SSL	Preparation of response to Plaintiff's Opposition with respect to fees; conference with Steven C. Anderson regarding preparation for Huerta deposition.	3.00	650.00	1,950.00
04/16/14	SSL	Prepare for Huerta deposition	3.00	650.00	1,950.00
04/17/14	SSL	Conference with Steven C. Anderson regarding preparation of response to Motion for Summary Judgment.	0.50	650.00	325.00
04/17/14	SCA	Left message with opposing counsel regarding depo and document requests. Conferred with Samuel S. Lionel regarding same.	0.25	235.00	58.75
04/18/14	SSL	Prepare for deposition.	2.00	650.00	1,300.00
04/21/14	SCA	Conducted research regarding amending confirmed plan and discussed with Samuel S. Lionel.	0.75	235.00	176.25
04/21/14	SSL	Review general ledger regarding Go Global advance payments allegedly made referred to in Huerta's testimony; prepare interrogatories regarding same.	4.00	650.00	2,600.00
04/22/14	SCA	Conference with Samuel S. Lionel regarding discovery dispute with McDonald. Strategized regarding affirmative defenses to use in amendment.	0.50	235.00	117.50
04/22/14	SCA	Researched "transacting business" as litigation in Nevada.	0.50	235.00	117.50
04/22/14	SSL	Conference with Steven C. Anderson regarding preparation of Answer with additional defenses regarding bankruptcy issues; preparation of MFSJ regarding Nanyah Vegas claim.	4.00	650.00	2,600.00
04/23/14	SCA	Reviewed Plaintiff's productions, pleadings and email correspondence between parties for use in 2.34 letter. Drafted letter and revised. Conference with Samuel S. Lionel regarding same. Finalized and prepared for service.	2.25	235.00	528.75
04/23/14	SSL	Review general ledger prepared by M. Olivas; telephone conference with M. Olivas regarding general ledger items; conference with Steven C. Anderson regarding deficient production by Plaintiff; preparation of letter to McDonald regarding same; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/24/14	SSL	Review Second Supplemental 16.1 Disclosure served; review Canamex/Eldorado Hills bank statements provided; study documents provided; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/24/14	SCA	Reviewed calendar and initial answer to first amended complaint in preparation of filing motion to amend answer.	0.25	235.00	58.75
04/25/14	SCA	Conference with Samuel S. Lionel regarding affirmative defenses and timing for depo and motion. Also discussed bankruptcy implications. Completed draft amended answer and began outlining motion to amend.	1.50	235.00	352.50
04/25/14	SSL	Prepare additional defenses; conference with Steven C. Anderson	1.50	650.00	975.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 10

Date	Atty	Description	Hours	Rate	Amount
04/28/14	SCA	regarding legal research on good faith and fair dealings. Finalized draft proposed amended complaint. Drafted and revised motion to amend.	2.25	235.00	528.75
04/28/14	SCA	Reviewed Bonaventure/Henderson article and discussed with Samuel S. Lionel. Located pleadings and law cited in order.	0.75	235.00	176.25
04/28/14	SSL	Olivas/Lionel emails; prepare for Huerta deposition.	4.00	650.00	2,600.00
04/29/14	SSL	Prepare for deposition and review and respond to M. Olivas emails.	4.00	650.00	2,600.00
04/29/14	SCA	Revised motion for leave to amend; finalized proposed amended answer (1.0); conference with Samuel S. Lionel regarding same; reviewed judicial estoppel case; emailed opposing counsel regarding deposition and missing check documents (.5).	1.50	235.00	352.50
04/30/14	SSL	Taking of Huerta deposition.	5.50	650.00	3,575.00
04/30/14	SCA	Attended Huerta deposition; prepared exhibits and reviewed operating agreement for additional areas of inquiry (4.25); reviewed new docs delivered at deposition; finalized OST Motion and prepared for filing (.5).	4.75	235.00	1,116.25
05/01/14	SCA	Conference with Samuel S. Lionel regarding deposition developments, needed discovery and motion practice. Emailed reminder to opposing counsel. Confirmed service issue.	0.75	235.00	176.25
05/01/14	SCA	Reviewed res judicata cases and briefing in separate bankruptcy case for usage in this case.	1.25	235.00	293.75
05/02/14	SCA	Reviewed previous 2.34 letter and completed document productions. Reviewed notes from depo and meeting with Samuel S. Lionel. Incorporated info into new letter to opposing counsel. Revised and sent to Samuel S. Lionel for review.	2.00	235.00	470.00
05/02/14	SCA	Reviewed email from opposing counsel and responded.	0.25	235.00	58.75
05/02/14	SCA	Outlined general thoughts and strategy for claim preclusion and judicial estoppel motion.	0.50	235.00	117.50
05/05/14	SCA	Formatted motion and began drafting material facts. Reviewed bankruptcy filings, discovery documents and pleadings to create record for factual statement.	2.00	235.00	470.00
05/05/14	SCA	Researched Nev. state law cases regarding claim preclusion and judicial estoppel.	0.75	235.00	176.25
05/06/14	SCA	Completed statement of facts.	0.75	235.00	176.25
05/06/14	SCA	Drafted legal standard and implemented section and supplemented with summary judgment cases based on claim preclusion and estoppel.	1.25	235.00	293.75
05/07/14	SCA	Work on partial summary judgment motion.	1.50	235.00	352.50
05/08/14	SCA	Continued work on partial summary judgment motion. Drafted statements of law for claim preclusion and judicial estoppel utilizing Nev. state and 9th Cir. law. Implemented analysis of Huerta facts to law and sent draft to Samuel S. Lionel.	1.00	235.00	235.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 11

Date	Atty	Description	Hours	Rate	Amount
05/09/14	SCA	Reviewed Huerta's supplement. Telephone conference with Samuel S. Lionel regarding same. Identified general ledgers and emailed to Samuel S. Lionel.	0.50	235.00	117.50
05/12/14	SCA	Researched case law and standard bankruptcy schedules for required contingent and unliquidated claims. Implemented into motion.	0.75	235.00	176.25
05/12/14	SCA	Drafted introduction. Revised. Shortened and finalized	1.75	235.00	411.25
05/12/14	SCA	Revised statement of facts and supplemented with record cites. Restarted thesis and signals for law and argument. Revised and supplemented judicial estoppel argument. Located case specifically addressing Chapter 11 and estoppel. Revised claim preclusion argument. Finalized and emailed new draft to Samuel S. Lionel.	3.00	235.00	705.00
05/14/14	SCA	Telephone conference with Samuel S. Lionel regarding new production. Reviewed new production and broke down in separate files for Samuel S. Lionel. Discussed revisions for partial summary judgment motion. Began implementing.	0.75	235.00	176.25
05/15/14	SCA	Implemented additional revisions. Located Chapter 11 specific law on estoppel and preclusion. Added language regarding mandatory contingent non-liquidated claims. Overhauled introduction to more clearly distinguish estoppel from preclusion. Began compiling exhibits.	5.00	235.00	1,175.00
05/16/14	SCA	Telephone conference with Samuel S. Lionel regarding manipulated general ledgers. Reviewed Quickbook options and drafted Request for Production of all Eldorado Quickbooks reports. Made final revisions and record citations to statement of facts. Revised law and argument. Completed compilation of exhibits including bankruptcy record cites. Circulated.	2.75	235.00	646.25
06/30/14	PCT	Conference with Samuel S. Lionel regarding research project; legal research regarding objection to interrogatories that both sides have equal access to information.	0.75	215.00	161.25
06/30/14	SSL	Review Response to Request for Documents and Responses to Interrogatories; review Huerta General Ledger; begin preparation of Motion for Summary Judgment with respect to Nanyah Vegas, LLC claim; review Judge Jones' decision in Henderson/Bonaventure case.	3.25	650.00	2,112.50
07/01/14	SSL	Prepare and serve Rule 45 Objection to Christopher Cole deposition and Subpoena Duces Tecum; review Plaintiffs First Set of Interrogatories to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Request for Production of Documents to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Request for Admissions to Sig as Trustee of Rogich Trust; review Plaintiffs First Set of Interrogatories to Eldorado Hills; review First Set of Request for Production of Documents to Eldorado Hills; review First Set of Request for Admissions to Eldorado Hills; email to M.	3.00	650.00	1,950.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 12

Date	Atty	Description	Hours	Rate	Amount
07/02/14	SSL	Olivas; telephone conference with Sig Rogich.	4.50	650.00	2,925.00
07/03/14	SSL	Review proposed Motion for Summary Judgment; read cases cited in Brief.	3.50	650.00	2,275.00
07/07/14	SSL	Review cases with respect to reservation of claim post confirmation; prepare Interrogatories regarding change to Quick Book entries.	4.50	650.00	2,925.00
07/09/14	SSL	Preparation of draft of Motion for Summary Judgment with respect to Nanyah Vegas claim; revise Defendants Fourth Set of Request for Production of Documents; revise Second Set of Interrogatories to Huerta; prepare draft response to Plaintiffs discovery.	3.50	650.00	2,275.00
07/09/14	PCT	Conference with Samuel S. Lionel regarding research assignment; legal research regarding Nevada case law stating that summary judgment can be granted based on expired statute of limitations.	1.00	215.00	215.00
07/10/14	SSL	Legal research; preparation of Motion for Summary Judgment.	3.50	650.00	2,275.00
07/11/14	SSL	Legal research in preparation of Motion for Summary Judgment.	3.50	650.00	2,275.00
07/14/14	SSL	Preparation of Motion for Summary Judgment regarding Nanyah Vegas, LLC; review appeal file; review orders; review file for apparent issues; telephone conference with B. McDonald regarding extending discovery date.	3.50	650.00	2,275.00
07/15/14	SSL	Conference with M. Olivas and Sig Rogich regarding IRS and Sig's tax returns; review appeal issues; conference with Phillip C. Thompson; review Huerta bankruptcy and Plaintiffs 3rd Supplemental Disclosure.	3.50	650.00	2,275.00
07/16/14	MAO	Proof Motion for Partial Summary Judgment. Check exhibits and deposition citations. Review 2nd time after corrections completed.	1.00	175.00	175.00
07/16/14	SSL	Review Subpoena Duces Tecum to C. Cole; telephone conference with M. Olivas; preparation of Objection to Subpoena Duces Tecum for C. Cole; review TELD/Rogich agreement; telephone conference with M. Olivas regarding agreement and deposition dates for S. Rogich and C. Cole; preparation of draft of responses to interrogatories; email to B. McDonald regarding deposition dates.	5.00	650.00	3,250.00
07/17/14	SSL	Review Imitations file; telephone conference with M. Olivas; review Eliades survivor Trust, Rogich Trust and Blakely Island Holdings Member Interest Assignment Agreement; consider whether money paid is not a distribution under purchase agreement; review proposed motion for summary judgment with respect to Nanyah Vegas claim; review responses to requests for admissions; review Huerta reservation of claim with respect to Huerta's third amended case conference report.	4.50	650.00	2,925.00
07/18/14	SSL	Review realized gains transaction; telephone conference with M. Olivas regarding realized gains; review email from M. Olivas	4.50	650.00	2,925.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 13

Date	Atty	Description	Hours	Rate	Amount
		regarding Spilatro and Woloson regarding Imitations transaction; review draft motion for summary judgment with respect to Huerta bankruptcy omissions; legal research regarding motion.			
07/21/14	SSL	Preparation of discovery responses; review trust tax returns for 2013; review Eldorado Hills tax returns.	4.00	650.00	2,600.00
07/22/14	SSL	Review Eldorado and Rogich tax returns and K-1's; telephone conference with M. Olivas regarding tax returns and K-1's; preparation of Rogich answers to interrogatories and responses to requests for production; preparation of Eldorado answers to interrogatories; study tax returns.	4.50	650.00	2,925.00
07/22/14	PCT	Legal research for cases in which Defendant did plead an affirmative defense of judicial estoppel based on Plaintiff's failure to list claims as a bankruptcy asset and the effect of not pleading the defense on raising it in subsequent motion for summary judgment.	3.25	215.00	698.75
07/23/14	SSL	Preparation of responses to interrogatories and request for production; telephone conference with M. Olivas; legal research in preparation of motion for summary judgment regarding Huerta bankruptcy omissions; telephone conference with B. McDonald regarding subpoena of K-1's instead of tax returns.	4.00	650.00	2,600.00
07/23/14	PCT	Continued research for cases in which judicial estoppel was not raised as affirmative defense but summary judgment was still awarded based on Plaintiff's failure to list claim in bankruptcy; legal research regarding catch-all affirmative defense and reserving right to plead additional affirmative defenses.	2.75	215.00	591.25
07/24/14	KXM	Research fro Samuel S. Lionel	0.70	160.00	112.00
07/24/14	SSL	Legal research; revisions to Motion for Summary Judgment regarding failure of Huerta to list Purchase Agreement claim.	3.00	650.00	1,950.00
07/24/14	PCT	Legal research regarding Nevada law on raising certain affirmative defenses for the first time in summary judgment motion and factors which need to be met to do so without amending the Answer.	3.50	215.00	752.50
07/25/14	SSL	Revise Motion for Partial Summary Judgment regarding Bankruptcy claim; review K-1's to be produced; issues regarding Dunlap and Reitz checks; complete discovery documents for production.	4.00	650.00	2,600.00
07/29/14	SSL	Review Plaintiffs 4th Supplemental NRCP 16.1 Disclosure of Witnesses and Documents; telephone conference with M. Olivas regarding disclosure documents; multiple emails regarding deposition and prep dates; preparation of 2nd Supplemental 16.1 Disclosures; review operating agreement; review emails between Woloson, Spilatro and M. Olivas regarding transfer of Eldorado interest in Imitation transfer.	4.50	650.00	2,925.00
07/30/14	SSL	Preparation of 2nd Supplement to 16.1 Disclosures	4.00	650.00	2,600.00
08/08/14	SSL	Review Plaintiffs 5th and 6th Disclosures.	2.50	650.00	1,625.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 14

Date	Atty	Description	Hours	Rate	Amount
08/11/14	SSL	Review and preparation of 2nd filing Motion for Partial Summary Judgment and service.	1.00	650.00	650.00
08/12/14	SSL	Email to M. Olivas regarding no offers received on Eldorado properties, Mr. Rogich's \$600,000 note and Reitz & Dunlap checks; preparation for Rogich deposition; draft responses to Huerta requests for production.	4.00	650.00	2,600.00
08/13/14	SSL	Letter to Brandon McDonald regarding no response to 2nd Set of Interrogatories; email to and from M. Olivas regarding answers to Plaintiffs Requests for Production of Documents with respect to whether any offers; review discovery including Plaintiffs Supplemental Disclosures.	4.00	650.00	2,600.00
08/15/14	SSL	Served with Plaintiffs Opposition to Motion for Summary Judgment; study opposition; draft reply.	5.50	650.00	3,575.00
08/18/14	SSL	Draft Reply to Opposition to Motion for Summary Judgment.	6.00	650.00	3,900.00
08/19/14	SSL	Conference with Chris Cole and M. Olivas regarding Chris Cole deposition; preparation of Reply to Opposition.	4.00	650.00	2,600.00
08/20/14	SSL	Attendance at deposition of C. Cole; preparation for S. Rogich deposition.	4.50	650.00	2,925.00
08/21/14	SSL	Attendance at S. Rogich deposition.	4.00	650.00	2,600.00
08/22/14	SSL	Preparation of Reply to Opposition to Motion for Partial Summary Judgment.	5.00	650.00	3,250.00
08/25/14	SSL	Received two Offer of Judgments; studied offers; email to Client; preparation of Reply.	4.00	650.00	2,600.00
08/26/14	SSL	Preparation of Reply	4.50	650.00	2,925.00
08/27/14	SSL	Attendance at M. Olivas deposition.	4.50	650.00	2,925.00
08/28/14	SSL	Review Plaintiffs Opposition to Motion for Partial Summary Judgment; legal research.	5.00	650.00	3,250.00
08/29/14	SSL	Preparation of Reply to Opposition to Motion for Partial Summary Judgment (Nanyah) (3.00); preparation of Reply to Opposition to Motion for Partial Summary Judgment (Rogich Trust).	5.00	650.00	3,250.00
09/02/14	SSL	Review and file Reply in support of Summary Judgment motion (Eldorado); preparation of Reply in support of Summary Judgment motion (The Rogich Trust).	5.00	650.00	3,250.00
09/03/14	SSL	Preparation of Reply for Rogich Trust motion.	4.00	650.00	2,600.00
09/04/14	SSL	Preparation of Reply	4.00	650.00	2,600.00
09/05/14	SSL	Preparation of Reply; received/reviewed letter from McDonald regarding discovery issues; email with Client regarding letter.	4.00	650.00	2,600.00
09/08/14	SSL	Received/reviewed Woloson memorandum regarding dealing with argument; preparation of Rogich Trust Reply (2.50); prepare argument for upcoming hearing on Eldorado Motion for Partial Summary Judgment (1.50).	4.00	650.00	2,600.00
09/09/14	RXH	Draft motion to compel.	1.50	275.00	412.50
09/09/14	SSL	Preparation of Rogich Trust Reply; preparation of argument.	5.00	650.00	3,250.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 15

Date	Atty	Description	Hours	Rate	Amount
09/10/14	RXH	Continue drafting and editing motion to compel.	2.00	275.00	550.00
09/10/14	SSL	Prepare for hearing on Motion for Partial Summary Judgment in respect to Nanyah Vegas, LLC claims.	5.00	650.00	3,250.00
09/11/14	SSL	Prepare for argument and attendance at hearing for Motion for Partial Summary Judgment in respect to Nanyah Vegas, LLC claims (2.00); preparation of Reply in Support of Motion for Partial Summary Judgment in respect to the Rogich Trust (3.00).	5.00	650.00	3,250.00
09/12/14	DNF	Conference with Samuel S. Lionel.	0.60	600.00	360.00
09/12/14	SSL	Preparation of Order Granting Partial Summary Judgment in respect to Nanyah Vegas claims (2.50); preparation of Reply in Support of Rogich Trust Motion for Partial Summary Judgment (1.00).	3.50	650.00	2,275.00
09/12/14	CXM	Review recording of motion hearing. Brief Samuel S. Lionel regarding his query regarding judge's ruling.	0.75	425.00	318.75
09/15/14	SSL	Preparation of Reply and Opposition to Countermotion in Support of Motion for Partial Summary Judgment with respect to Rogich Trust.	5.00	650.00	3,250.00
09/16/14	RXH	Review Huerta's answers to interrogatories.	0.10	275.00	27.50
09/16/14	SSL	Preparation of Reply for Rogich Trust (1.00); received/reviewed Response to Interrogatories; telephone conference with B. McDonald regarding responses (.75).	1.75	650.00	1,137.50
09/17/14	SSL	Preparation of response to B. McDonald discovery dispute letter (3.00); telephone conference and email with M. Olivas regarding same (.50).	3.50	650.00	2,275.00
09/18/14	SSL	Finalize response to B. McDonald regarding letter referencing discovery dispute (1.50); telephone conference with M. Olivas with respect to preparation of Reply and Countermotion for Rogich Trust; telephone conference with S. Rogich regarding issue with respect to exchange of \$682,080. checks; revised Reply to conform to S. Rogich and M. Olivas responses (3.00); reviewed Rogich and Olivas depositions (.50)	5.00	650.00	3,250.00
09/19/14	SSL	Prepare for argument of Rogich Trust Motion for Partial Summary Judgment.	5.00	650.00	3,250.00
09/22/14	SSL	Prepare for hearing on MPSJ in Rogich Trust matter (1.50); received/reviewed Motion to Continue Trial and Discovery (1.50); complete preparation of Lionel Declaration and Opposition to Motion to Continue Trial and Discovery (3.00); telephone conference with M. Olivas regarding same (.25).	6.25	650.00	4,062.50
09/23/14	SSL	Email to S. Rogich; telephone conference with M. Olivas regarding Motion to Continue Trial and Discovery (.25); preparation of Opposition to Motion to Continue Trial and Discovery (4.00); telephone conference with McDonald regarding new hearing date due to new counsels religion (.50).	4.75	650.00	3,087.50
09/24/14	SSL	Prepare changes to Rogich deposition (.50); prepare Opposition to	4.00	650.00	2,600.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 16

Date	Atty	Description	Hours	Rate	Amount
		Motion to Continue Trial and Discovery and Lionel Declaration (3.50).			
09/25/14	SSL	Complete Opposition to Motion to Continue Trial and Discovery (1.50); prepare for hearing Motion for Partial Summary Judgment (4.00); served Opposition to Motion to Continue Trial and Discovery (1.50).	6.00	650.00	3,900.00
09/26/14	SSL	Attendance at hearing for Plaintiffs Motion to Continue Trial and Discovery (1.50); prepare for argument on Rogich Trust Motion for Partial Summary Judgment stressing Travelers Indemnity decision and Plaintiffs reliance on it (4.50).	6.00	650.00	3,900.00
09/29/14	SSL	Prepare for argument concentrating on Travelers Indemnity case (3.25).	3.25	650.00	2,112.50
09/30/14	SSL	Prepare Report & Recommendations with respect to Motion to Continue Trial and Discovery (.50); prepare for hearing on Rogich Trust Motion for Partial Summary Judgment with respect to various matters (5.00).	5.50	650.00	3,575.00
10/01/14	SSL	Preparation of Opposition to Motion to Continue Trial (1.00); Prepare for hearing on (Rogich Trust) Motion for Partial Summary Judgment (2.50)	3.50	650.00	2,275.00
10/02/14	SSL	Prepare for hearing on (Rogich Trust) Motion for Partial Summary Judgment regarding reservation of rights issues (3.50); preparation of Opposition to Motion to Continue Trial (1.00)	4.50	650.00	2,925.00
10/03/14	SSL	Prepare for argument on (Rogich Trust) Motion for Partial Summary Judgment	4.50	650.00	2,925.00
10/06/14	RMJ	Conference with Samuel S. Lionel regarding strategy for October 8 hearing.	0.40	575.00	230.00
10/06/14	SSL	Prepare for argument on (Rogich Trust) Motion for Partial Summary Judgment	5.00	650.00	3,250.00
10/07/14	SSL	Served with Reply to Defendants Opposition to Motion to Continue Trial (1.00); prepare argument for hearing on (Rogich Trust) Motion for Partial Summary Judgment	6.75	650.00	4,387.50
10/08/14	SSL	Prepare argument and attend hearing	2.50	650.00	1,625.00
10/10/14	SSL	Preparation of Motion for Partial Summary Judgment Order	1.00	650.00	650.00
10/13/14	SSL	Preparation of Summary Judgment Order	3.00	650.00	1,950.00
10/14/14	SSL	Preparation of Summary Judgment Order; preparation of Motion for Attorney Fees	1.00	650.00	650.00
10/14/14	SSL	Continue work on motion for attorney fees.	1.50	650.00	975.00
10/15/14	SSL	Preparation of Motion for Attorneys Fees	1.50	650.00	975.00
10/16/14	SSL	Preparation of motion for attorney fees.	1.00	650.00	650.00
10/17/14	SSL	Preparation of motion for attorney fees.	1.00	650.00	650.00
10/20/14	SSL	Preparation of motion for costs and disbursements.	0.75	650.00	487.50
10/21/14	SSL	Melissa/Lionel emails regarding attorney fees and sale of Antonio Nevada issues.	1.00	650.00	650.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

November 17, 2014

Invoice 432248

Page 17

Date	Atty	Description	Hours	Rate	Amount
10/30/14	PCT	Conference with Samuel S. Lionel regarding research assignment; legal research regarding assertion of attorneys fees against non-party who is listed as seeking recovery in multiple causes of action in complaint.	2.50	215.00	537.50
10/30/14	SSL	Prepare Motion for Attorney Fees to include Go Global.	2.00	650.00	1,300.00
10/31/14	PCT	Legal research regarding assignment of contract obligates assignee to clause permitting recovery of attorney's fees.	2.00	215.00	430.00
11/12/14	SSL	Review Huerta case appeal statement and court journal entries regarding referral to Supreme Court settlement program.	1.00	650.00	650.00
11/12/14	PCT	Additional legal research for case law holding that assignee is liable under attorney's fees provision of contract.	1.25	215.00	268.75
11/13/14	SSL	Preparation of Motion for Attorney Fees; legal research regarding obligations of assignee and assignor.	4.00	650.00	2,600.00
11/13/14	PCT	Conferences with Samuel S. Lionel regarding Motion for Attorney's fees and research; legal research regarding continuing liability of assignor; legal research regarding assignee liability under attorneys' fees clause; legal research regarding attorneys' fees clauses reciprocal as a matter of law in Nevada.	3.50	215.00	752.50
11/13/14	PCT	Additional research for Nevada case law holding that assignor remains liable under contract; legal research in other jurisdictions and secondary sources for general principle that assignor remains liable; legal research regarding trust as potential alter ego.	2.25	215.00	483.75
11/14/14	SSL	Continue drafting Motion for Attorneys Fees; legal research.	3.00	650.00	1,950.00
11/14/14	PCT	Conferences with Samuel S. Lionel regarding Motion for Attorneys fees; legal research regarding avenues to hold Go Global liable for fees.	2.50	215.00	537.50
11/14/14	PCT	Legal research regarding proposition that assignee steps into shoes of assignor; legal research regarding alter ego and reverse piercing to hold Go Global liable; legal research regarding principle that district court has inherent powers; additional legal research regarding alter ego as it pertains to trusts which have been assigned contracts to avoid grantor's liability.	3.25	215.00	698.75
Total Fees			559.95		306,700.75

Disbursements

Date	Description	Amount
	Westlaw	578.50
	Duplicating	555.10
	Postage	1.82
09/24/13	Filing Fee; Defendant Eldorado Hills, LLC's Motion to Dismiss ; Tyler Technologies, Inc.	253.00

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

I.D. 7384

Re: Carlos A. Huerta et al vs. Sig Rogich et al.

November 17, 2014

Invoice 432248

Page 18

Date	Description	Amount
10/25/13	Filing Fee; Defendant Eldorado Hills, LLC's Motion to Dismiss; Tyler Technologies, Inc.	3.50
10/25/13	Filing Fee; Initial Appearance Fee Disclosure; Tyler Technologies, Inc.	3.50
11/25/13	Filing Fee; Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss; Tyler Technologies, Inc.	3.50
11/25/13	Filing Fee; Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss; Tyler Technologies, Inc.	3.50
12/29/13	Filing Fee; Answer to First Amended Complaint and Counterclaim; Tyler Technologies, Inc.	3.50
04/15/14	Court Reporter - Transcript; Deposition of Carlos A. Huerta 4/03/14; Oasis Reporting Services, LLC	519.95
06/30/14	Filing Fee; Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time; Tyler Technologies, Inc.	3.50
08/05/14	Filing Fee; Motion for Partial Summary Judgment ; Tyler Technologies, Inc.	200.00
08/09/14	Filing Fee; Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
08/09/14	Filing Fee; Notice of Hearing; Tyler Technologies, Inc.	3.50
08/30/14	Filing Fee; Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment ; Tyler Technologies, Inc.	200.00
08/30/14	Filing Fee; Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
09/11/14	Court Reporter - Transcript; CD for Hearing on 9/11/14 - MPSJ (Nanyah); CLARK COUNTY TREASURER	55.00
09/29/14	Court Reporter - Transcript; CD of Hearing (Discovery hearing 9/26/14); CLERK OF THE COURT	55.00
10/09/14	Court Reporter - Transcript; Court Transcript; DISTRICT COURT CLERK	55.00
10/07/14	Filing Fee; Reply to Opposition to Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Errata; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Defendants' Motion to Compel Discovery Responses on Order Shortening Time; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Amended Answer to First Amended Complaint; and Counterclaim Jury Demand ; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Reply to Opposition to Motion for Partial Summary Judgment; Tyler Technologies, Inc.	3.50
10/07/14	Filing Fee; Defendants Opposition to Motion to Continue Trial and Discovery; Tyler Technologies, Inc.	3.50
10/20/14	Certified Copies; Original and Certified Copy of Transcript - Carlos A. Huerta; Oasis Reporting Services, LLC	1,145.95
10/20/14	Certified Copies; Certified Copy of Transcript - Christopher M. Cole; Oasis Reporting Services, LLC	317.60
10/20/14	Certified Copies; Certified Copy of Transcript - Sig Rogich; Oasis Reporting Services, LLC	499.20

Lionel Sawyer & Collins

Sig Rogich/Rogich Communications

I.D. 7384

Re: Carlos A. Huerta et al vs. Sig Rogich et al.

November 17, 2014

Invoice 432248

Page 19

Date	Description	Amount
10/20/14	Certified Copies; Certified Copy of Transcript - Melissa Olivas; Oasis Reporting Services, LLC	528.15
11/05/14	Filing Fee; Order Granting Partial Summary Judgment; Tyler Technologies, Inc.	3.50
11/05/14	Filing Fee; Notice of Entry of Order; Tyler Technologies, Inc.	3.50
11/05/14	Filing Fee; Opposition to Motion to Continue Trial; Tyler Technologies, Inc.	3.50
Total Disbursements		5,027.27

EXHIBIT B

DATE OF SERVICE	TOTAL TIME SPENT	TIME ALLOCATED TO NANYAH CLAIM	CHARGES ALLOCATED TO NANYAH CLAIM
9/5/13	1.25	.50	107.50
9/6/13	1.50	1.50	322.50
9/9/13	1.25	1.25	268.75
9/9/13	1.00	1.00	215.00
9/10/13	1.75	1.00	215.00
9/10/13	1.50	1.50	322.50
9/10/13	1.50	1.50	322.50
9/10/13	.25	.25	53.75
9/11/13	2.00	2.00	430.00
9/11/13	1.25	1.25	812.50
9/16/13	0.25	.25	53.75
9/25/13	.75	.50	325.00
10/10/13	.50	.50	325.00
11/01/13	2.00	1.50	975.00
2/07/14	4.50	4.50	2925.00
2/10/14	3.00	3.00	1950.00
2/11/14	4.00	4.00	2600.00
2/18/14	4.00	4.00	2600.00
2/19/14	4.00	2.00	1300.00
3/07/14	.25	.25	58.75
3/12/14	.50	.50	117.50
3/13/14	.25	.25	58.75
3/13/14	.50	.50	325.00
3/24/14	2.75	2.00	1300.00
3/24/14	.50	.50	117.50
3/25/14	1.75	1.50	975.00
3/27/14	1.00	.50	325.00
3/28/14	3.00	1.50	975.00
3/31/14	1.75	1.75	1137.50
4/02/14	5.00	5.00	3250.00
4/03/14	2.25	2.25	1462.50
4/03/14	2.00	2.00	470.00
4/09/14	2.00	1.00	650.00
4/15/14	3.00	1.50	975.00
4/22/14	4.00	4.00	2600.00
4/23/14	4.00	2.00	1300.00

4/24/14	4.00	3.00	1950.00
5/16/14	2.75	1.00	235.00
6/30/14	3.25	2.75	1787.50
7/02/14	4.50	4.50	2925.00
7/09/14	3.50	3.50	2275.00
7/09/14	1.00	1.00	215.00
7/10/14	3.50	3.50	2275.00
7/11/14	3.50	3.50	2275.00
7/14/14	3.50	3.25	2112.50
7/16/14	1.00	1.00	175.00
7/17/14	4.50	1.00	650.00
8/18/14	6.00	6.00	3900.00
8/22/14	5.00	5.00	3250.00
8/26/14	4.50	4.50	2925.00
8/29/14	5.00	3.00	1950.00
9/02/14	5.00	2.50	1625.00
9/08/14	4.00	1.50	975.00
9/09/14	1.50	1.50	412.50
9/10/14	2.00	2.00	550.00
9/11/14	5.00	2.00	1300.00
9/12/14	3.50	2.50	1625.00
9/16/14	1.75	.25	162.50
9/18/14	5.00	1.50	975.00
TOTAL	154.00	119.25	\$68,746.25

EXHIBIT 2

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA

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

8 Plaintiffs,)

9 vs.)

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

15 Defendants.)

16

17 DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE
18 OF NANYAH VEGAS, LLC
(Pursuant to NRCP 30(b)(6))

19 CARLOS A. HUERTA

20 Taken on Thursday, April 3, 2014

21 At 9:19 a.m.

22 At 300 South Fourth Street, 17th Floor

23 Las Vegas, Nevada

24 Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710

25 Job No. 9249

Certified Copy

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

1
2 ELDORADO HILLS, LLC, a)
Nevada limited liability)
3 company,)
4)
Defendant/Counterclaimants,)
5)
vs.)
6)
CARLOS A. HUERTA, an)
7 individual, CARLOS A.)
HUERTA as Trustee of THE)
8 ALEXANDER CHRISTOPHER)
TRUST, a Trust established)
9 in Nevada as assignee of)
interests of GO GLOBAL,)
10 INC., a Nevada corporation,)
11 Plaintiffs/)
Counterdefendants.)
12)

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1 could have been, probably was L.L. Bradford & Company.

2 Q Who in L.L. Bradford?

3 A I don't remember. But it could have been
4 Dustin Lewis.

5 Q Is Dustin Lewis an accountant who does work
6 for Yoav Harlap?

7 A There hasn't -- he would be. I don't believe
8 there's been a lot of work. So I don't know that he's
9 really done anything as of late.

10 Q Let me talk a moment about Go Global, Inc.
11 That is your company; is that correct?

12 A It is.

13 Q You're the president of that company?

14 A Yes.

15 Q Are you the sole shareholder?

16 A Yes.

17 Q Sole director?

18 A There's no directors. Just the president, I
19 believe.

20 Q You are the only one who speaks for Go Global;
21 is that correct?

22 A Yes, sir.

23 Q What is the business of Nanyah Vegas?

24 A It was a single-purpose entity meant to invest
25 in Las Vegas real estate.

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 I, Mary Cox Daniel, a Certified Court
6 Reporter licensed by the State of Nevada, do hereby
7 certify:

8 That I reported the deposition of CARLOS
9 A. HUERTA, commencing on Thursday, April 3, 2014,
10 at 9:19 a.m.

11 That prior to being examined, the
12 witness first duly swore or affirmed to testify to the
13 truth, the whole truth, and nothing but the truth; that
14 I thereafter transcribed my said shorthand notes into
15 typewriting and that the typewritten transcript is a
16 complete, true and accurate record of testimony
17 provided by the witness at said time.

18 I further certify (1) that I am not a
19 relative or employee of an attorney or counsel of any
20 of the parties, nor a relative or employee of any
21 attorney or counsel involved in said action, nor a
22 person financially interested in the action, and (2)
23 that pursuant to Rule 30(e), transcript review by the
24 witness was requested.

25 IN WITNESS WHEREOF, I have hereunto set
my hand in my office in the County of Clark, State of
Nevada, this 7th day of April, 2014.

Mary Cox Daniel



MARY COX DANIEL, CCR 710, RDR, CRR

EXHIBIT 3

Trust Agreement

OF THE ALEXANDER CHRISTOPHER TRUST

THIS DECLARATION OF TRUST AGREEMENT is made on November ^{4th}, 2004, by CARLOS A. HUERTA and CHRISTINE H. HUERTA, Husband and Wife, (hereinafter referred to as the "Trustors" or "Grantors" when reference is made to them in their capacity as creators of this Trust and the transferors of the principal properties thereof) and CARLOS A. HUERTA and CHRISTINE H. HUERTA, of Clark County, Nevada, (hereinafter referred to as the "Trustees," or collectively as the "Trustee," when reference is made to them in their capacity as Trustees or fiduciaries hereunder);

Witnesseth:

WHEREAS, the Trustors desire by this Trust Agreement to establish the "ALEXANDER CHRISTOPHER TRUST" for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of their present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, all property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustors or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the joint lives of the Trustors, shall retain its character as their community property or separate property, as designated on the document of transfer or conveyance. Property subsequently received by the Trustees during the joint lives of the Trustors shall have the separate or community character designated on the document of transfer or conveyance.

1

Jeffrey L. Blair & Associates
Attorneys at Law

BOA01048

ARTICLE I

NAME AND BENEFICIARIES OF THE TRUST

1.1 Name. The Trusts created in this instrument may be referred to collectively as the "ALEXANDER CHRISTOPHER TRUST," and any separate Trust may be referred to by adding the name of the beneficiary.

1.2 Beneficiaries. The Trust estate created hereby shall be for the use and benefit of CARLOS A. HUERTA and CHRISTINE H. HUERTA, and for the other beneficiaries named herein. The names of the two (2) now living children of the Trustors are NOAH ALEXANDER HUERTA and WYATT CHRISTOPHER HUERTA, and these children shall hereinafter be designated as the "Children of the Trustors."

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL

WHILE BOTH TRUSTORS SHALL LIVE

2.1 Distributions While Both Trustors Live. During the joint lifetimes of CARLOS A. HUERTA and CHRISTINE H. HUERTA, they shall be entitled to all income and principal of their community property without limitation. With regard to the separate property of either CARLOS A. HUERTA or CHRISTINE H. HUERTA, either Trustor shall be entitled to all income and principal of his or her own separate property estate without limitation.

2.2 Use of Residence. While Trustors both shall live, they may possess and use, without rental or accounting to Trustees, any residence owned by this Trust.

ARTICLE III

INCAPACITY


3.1 Incapacity of Trustors. If at any time a Trustor has become physically or mentally incapacitated, as certified in writing by two licensed physicians or by two licensed psychologists (or any combination thereof), and whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a guardian or conservator, the

Jeffrey E. Barr & Associates
Attorneys at Law

- (c) "Child, Children, Descendants or Issue". As used in this instrument, the term "descendants" or "issue" of a person means all of that person's legal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.
- (d) "Tangible Personal Property". As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business,

EXECUTED in Clark County, Nevada, on November 9th 2004.


CARLOS A. HUERTA


CHRISTINE H. HUERTA

ACCEPTANCE BY TRUSTEES

We certify that we have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by us as Trustees. We accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property.


CARLOS A. HUERTA


CHRISTINE H. HUERTA

Jeffrey L. Burr & Associates
Attorneys at Law


JAN 10 2006 5:44PM

NO. 790 P. 44

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On November 4, 2004, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared CARLOS A. HUERTA and CHRISTINE E. HUERTA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.


NOTARY PUBLIC

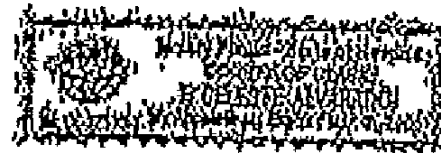


EXHIBIT 4

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, Go Global, Inc., a Nevada corporation ("Assignor") hereby assigns, transfers and conveys to The Alexander Christopher Trust ("Assignee") all rights, title and interest held by the Assignor in and to the following described contract:

RECITALS

WHEREAS, Assignor entered into an agreement with The Rogich Family Irrevocable Trust on or about October 30, 2008 (the "Purchase Agreement") attached herein;

WHEREAS, Assignor desires to assign all rights, interests, and causes of action as allowed under law to Assignee arising from the Purchase Agreement;

WHEREAS, at Assignee's discretion it may initiate recovery, prosecution for claims arising from the Purchase Agreement against The Rogich Family Irrevocable Trust, or other parties as necessary, as if in the stead of Go Global, Inc.;

TERMS

The Assignors warrant and represent that the Purchase Agreement was signed by the parties represented therein.

The Assignee shall be entitled to all money, assets or compensation remaining to be paid pursuant to the Purchase Agreement or from any act of recovery seeking to enforce the obligations of the parties therein.

The Assignor further warrants that it has full right and authority to transfer its interests in the Purchase Agreement.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Signed this 30th day of July, 2013.

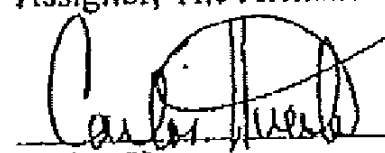
Assignor, Go Global, Inc.



Carlos Huerta
Its: President

Signed this 30th day of July, 2013.

Assignor, The Alexander Christopher Trust



Carlos Huerta
Trustee