

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

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5 NANYAH VEGAS, LLC, A Nevada limited

6 liability company,

7 Appellant,

8 v.

9 SIG ROGICH aka SIGMUND ROGICH as

10 Trustee of The Rogich Family Irrevocable

11 Trust; ELDORADO HILLS, LLC, a Nevada

12 limited liability company; TELD, LLC, a

13 Nevada limited liability company; PETER

14 ELIADES, individually and as Trustee of the

15 The Eliades Survivor Trust of 10/30/08; and

16 IMITATIONS, LLC, a Nevada limited liability

17 company,

18 Respondents.

19 AND RELATED MATTERS.

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

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

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

20 **JOINT APPENDIX VOL. 4**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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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			
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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			
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18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 nd			
	Supplemental Pre-trial			
21	Disclosures			
22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Countermotion for NRCP 15			
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1	Defendant Eldorado Hills,	9/19/18	14	JA_003365-3368
2	LLC's Opposition to Nanyah			
3	Vegas, LLC's Motion in			
4	Limine #3: Defendants			
5	Bound by their Answers to			
6	Complaint			
7	Defendant Eldorado Hills,	4/4/19	26	JA_006168-6188
8	LLC's Opposition to Motion			
9	to Reconsider Order on			
10	Nanyah's Motion in Limine			
11	#5: Parol Evidence Rule			
12	Defendant Eldorado Hills,	2/15/19	17	JA_004170-4182
13	LLC's Opposition to Nanyah			
14	Vegas, LLC's Motion for			
15	Summary Judgment			
16	Defendant Eldorado Hills,	3/8/19	23	JA_005618-5623
17	LLC's Opposition to Nanyah			
18	Vegas, LLC's Motion in			
19	Limine #5 re: Parol			
20	Evidence Rule			
21	Defendant Eldorado Hills,	3/8/19	23	JA_005624-5630
22	LLC's Opposition to Nanyah			
23	Vegas, LLC's Motion in			
24	Limine #6 re: Date of			
25	Discovery			
26	Defendant Eldorado Hills,	3/20/19	24	JA_005793-5818
	LLC's Opposition to Nanyah			
	Vegas, LLC's Motion to			
	Settle Jury Instructions			
	Based upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
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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
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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
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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	Defendants Eldorado Hills,	10/7/19	34	JA_008107-8120
2	LLC, Peter Eliades,			
3	Individually and as Trustee			
4	of the Eliades Survivor Trust			
5	of 10/30/08, and Teld,			
6	LLC's Memorandum of			
7	Costs and Disbursements			
8	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
9	Individually and as Trustee			
10	of The Eliades Survivor			
11	Trust of 10/30/08, and Teld,			
12	LLC's Motion for Summary			
13	Judgment			
14	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
15	Individually and as Trustee			
16	of the Eliades Survivor Trust			
17	of 10/30/08, and Teld,			
18	LLC's Reply in Support of			
19	Their Motion for Summary			
20	Judgment and Opposition to			
21	Countermotion for Summary			
22	Judgment			
23	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
24	Individually and as Trustee			
25	of The Eliades Survivor			
26	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			

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			
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	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			
5	Fees and Costs			
6	Errata to Pretrial	4/16/19	29	JA_007062-7068
7	Memorandum			
8	Ex Parte Motion for an	2/8/19	17	JA_004036-4039
9	Order Shortening Time on			
10	Motion for Relief From the			
11	October 5, 208 Order			
12	Pursuant to NRCP 60(b)			
13	First Amended Complaint	10/21/13	1	JA_000027-47
14	Joint Case Conference	5/25/17	4	JA_000842-861
15	Report			
16	Judgment	5/4/2020	38	JA_009247-9248
17	Judgment Regarding Award	5/5/2020	38	JA_009255-9256
18	of Attorneys' Fees and Costs			
19	in Favor of the Rogich			
20	Defendants			
21	Minutes	4/18/18	7	JA_001710-1711
22	Minutes	2/21/19	20	JA_004790-4791
23	Minutes	3/5/19	22	JA_005261-5262
24	Minutes	3/20/19	25	JA_006038-6039
25	Minutes	4/18/19	29	JA_007104-7105
26	Minutes	4/22/19	30	JA_007146-7147
	Minutes	9/5/19	33	JA_008025-8026
	Minutes	1/30/2020	37	JA_009059-9060
	Minutes	3/31/2020	38	JA_009227-9228
	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic	11/5/18	14	JA_003456-3457
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Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
Motion for Rehearing	8/17/18	13-14	JA_003205-3316
Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
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Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496

1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
8	Motion in Limine #3 re:			
9	Defendants Bound by Their			
	Answers to Complaint			
10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
	Parol Evidence Rule			
12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	Date of Discovery			
14	Nanyah Vegas, LLC's	5/3/18	8	JA_001759-1782
15	Motion to Continue Trial			
16	and to Set Firm Trial Date			
	on Order Shortening Time			
17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
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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			

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

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

Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint	10/3/18	14	JA_003397-3402
Nanyah Vegas, LLC's Supplement to Its Emergency Motion to Address Defendant the Rogich Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120	4/21/19	29	JA_007119-7133
Nanyah Vegas, LLC's Supplement to its Opposition to Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs	3/19/2020	38	JA_009120-9127
Nanyah Vegas, LLC's Supplement to Its Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	3/19/2020	38	JA_009128-9226
Nanyah Vegas, LLC's Supplemental Pretrial Disclosures	10/31/18	14	JA_003440-3453
Nevada Supreme Court Clerks Certificate/Judgment – Reversed and Remand; Rehearing Denied	4/29/16	4	JA_000768-776
Nevada Supreme Court Clerk's Certificate Judgment – Affirmed	7/31/17	4	JA_000862-870
Notice of Appeal	10/24/19	36	JA_008750-8819
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 Reconsideration			
20				
21	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/13/18	13	JA_003200-3204
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24	Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006478-6483
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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

1	Order Granting Defendants	5/4/2020	38	JA_009243-9246
2	Peter Eliades and Teld,			
3	LLC's Motion for			
4	Attorney's Fees			
5	Order Granting Defendants	3/16/2020	38	JA_009109-9112
6	Peter Eliades and Teld,			
7	LLC's Motion for			
8	Attorney's Fees and Setting			
9	Supplemental Briefing on			
10	Apportionment			
11	Order Granting Motion for	2/10/15	4	JA_000765-767
12	Award of Attorneys Fees			
13	Order Granting Motion for	1/29/18	4	JA_000884-885
14	Leave to Amend Answer to			
15	Complaint			
16	Order Granting Partial	10/1/14	3	JA_000691-693
17	Summary Judgment			
18	Order Granting Partial	11/5/14	3	JA_000694-698
19	Summary Judgment			
20	Order Partially Granting	5/22/18	8	JA_001833-1836
21	Summary Judgment			
22	Order Regarding Motions in	11/6/18	14	JA_003458-3461
23	Limine			
24	Order Regarding Plaintiff's	5/29/19	32	JA_007821-7823
25	Emergency Motion to			
26	Address Defendant The			
	Rogich Family Irrevocable			
	Trust's NRS 163.120 Notice			
	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
	Order Re-Setting Civil Jury	12/7/18	14	JA_003469-3470
	Trial and Calendar Call			
	Order Re-Setting Civil Jury	12/19/18	14	JA_003471-3472
	Trial and Calendar Call			

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

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

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

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	Countermotion for Summary			
3	Judgment; and			
4	Countermotion for 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. 4** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

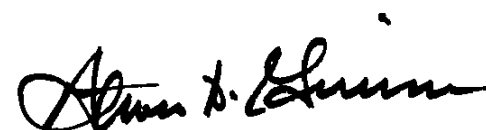
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liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN



CLERK OF THE COURT

OPPS

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS
A. HUERTA as Trustee of THE ALEXANDER
CHRISTOPHER TRUST, a Trust established in
Nevada as assignee of interests of GO GLOBAL,
INC., a Nevada corporation; 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: 12/24/14
Hearing Time: 9 a.m.

AND ALL RELATED MATTERS

**PLAINTIFFS' OPPOSITION TO DEFFENDANT'S
MOTION FOR AWARD OF ATTORNEYS' FEES**

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 Defendant, The Rogich Family
Irrevocable Trust (the "Trust"), Motion for Award of Attorneys' Fees (the "Motion"). The Trust was
not the "prevailing party" as the case was dismissed because this Court believed that the matter should

1 have been brought in the bankruptcy proceedings involving Carlos Huerta and Go Global, Inc. This
2 Court, as confirmed by the related Order and minutes, did not interpret the contract between the parties.
3 Thus an award of fees is improper. Furthermore, an award of fees cannot be granted against Mr. Huerta
4 or Go Global; first, because they are not parties before this Court and there is no jurisdiction over them,
5 and second, such action would be a violation of applicable bankruptcy law.

6 This Opposition is based upon the points and authorities attached hereto, and all of the
7 pleadings submitted to date in this action and any oral argument allowed at the time of the hearing of
8 Defendant's Motion.
9

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I.**

12 **INTRODUCTION**

13 It stands to reason that if this Court did not interpret the October 30, 2008 contract (the
14 "contract"), Defendant cannot now use that same contract as a purported basis to seek an award of
15 attorney's fees. At the prior hearing, on Defendant's Motion to Dismiss, this Court did not interpret the
16 contract (despite Defendant's allegations to the same). It was actually Plaintiffs that sought to have the
17 contract interpreted, but those counter-motions were either declined to be heard by the Court or
18 voluntarily withdrawn. Defendant's own presentment of the relief requested also affirms that they did
19 not seek a contractual interpretation; they wanted to have the case dismissed because they believed that
20 the Plaintiffs' claims should have been brought before the before bankruptcy court and the plan and
21 disclosure statement did not preserve those rights. Defendant articulated this point by stating:
22

23
24 The Rogich Family Irrevocable Trust (the "Rogich Trust") moves the Court for an
25 order granting partial summary judgment against Plaintiffs Carlos A. Huerta
26 ("Huerta") and the Alexander Christopher Trust (the "Christopher Trust")
27 (together, "Huerta Plaintiffs") on the grounds that as purported assignees to
28 certain interests assigned by Go Global, Inc. ("Go Global") ~a recently
reorganized Chapter 11 debtor~ the Huerta Plaintiffs' claims are barred under the

claim preclusion and judicial estoppel doctrines....

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

In addition, Go Global could have specifically preserved in its Confirmed Plan the purported Litigation Claims against Defendants by including the potential defendants' identity and the facts on which the lawsuit would be based. ...

Go Global has demonstrated that it had more than "adequate knowledge of the litigation claims' existence well before the Confirmation Order's entry and well before Go Global purported to assign those litigation claims to the Christopher Trust. As a consequence, claim preclusion precludes the Huerta Plaintiffs from asserting their claims in this litigation and Defendant should be awarded summary judgment.

Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment filed August 11, 2014, pp. 2:1-6; 16:11-18; 17:8-12.

Defendant completely ignores these prior representations to this Court and contorts the hearing on this Motion to be one of contractual interpretation. As there was no contractual interpretation, nor were any provisions of the contract enforced, the contract's fee shifting provisions are inapplicable.

Additionally, Defendant's request for fees cannot be granted against third parties who were not even before this Court, i.e. Go Global, Inc. or Carlos Huerta, who were not assigned the rights under the contract. Defendant has provided no plausible analysis as to how this Court can enter an award and judgment in excess of \$200,000 against either of these parties, who are parties subject to the jurisdiction of the bankruptcy court. Nor has Defendant articulated how these same parties are all liable under a theory of reverse alter ego under *LFC Marketing*. Under Defendant's argument, every sole shareholder, corporation shareholder, or single member LLC's member in Nevada would be subject to personal levy, simply because they were the only person within the entity. Yet this cannot be true as *LFC Marketing's* comments about equity in applying the alter ego doctrine were only the

1 start of the analysis¹. Defendant has not examined any of these factors, nor presented any evidence.
2 This seems sensical though, because their motion did not seek to interpret or enforce the contract, it
3 sought dismissal through preclusion; thus Mr. Huerta's relationship with the entities was not at issue –
4 nor can it be now. Thus Defendant's alter ego theory of recovery for attorney's fees cannot be given
5 consideration.

6 Lastly, it is not reasonable that an award can be granted for approximately \$237,000, when the
7 facts under the granting of the motion for summary judgment were present from the day that the case
8 was filed. Defendants did not articulate any discovery, or information garnered through litigation that
9 aided the Court's granting their summary judgment motion. As articulated above and as quoted by
10 Defendant itself, it was Plaintiff's failure to file an adversary complaint in the bankruptcy proceedings
11 that was cause for dismissal. Defendants could have filed this same motion from the outset, and the
12 Court would have analyzed the same facts, and likely led to the same conclusion. Yet, Defendants
13 waited to the eve of trial, accumulated fees to almost a quarter million dollars (with a discount for
14 Nanyah Vegas, LLC), and now want Plaintiffs and third parties (not before the Court) to pay the toll.
15 It is not equitable to shift fees when the motion could have been at a time when the fees would only
16 have been a fraction (if the motion for fees was granted). As the rationale for the dismissal (issue and
17

18 ¹ The *LFC Marketing court* stated that analyzing five factors may lead to a conclusion that a person is
19 the alter ego of an artificial entity:
20

21 Further, the following factors, though not conclusive, may indicate the existence
22 of an alter ego relationship: (1) commingling of funds; (2) undercapitalization; (3)
23 unauthorized diversion of funds; (4) treatment of corporate assets as the
24 individual's own; and (5) failure to observe corporate formalities. *See id.* at 601,
25 747 P.2d at 887. We have emphasized, however, that "[t]here is no litmus test for
26 determining when the corporate fiction should be disregarded; the result depends
27 on the circumstances of each case." *Id.* at 602, 747 P.2d at 887.

28 *LFC Mktg. Grp., Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 847 (2000).

1 claim preclusion, according to this Court) were not associated to almost all of the fees being requested
2 by Defendant, Defendant's fee request cannot be granted.

3 II.

4 STATEMENT OF FACTS

5 1. On October 8, 2014 this Court heard arguments in regards to The Rogich Irrevocable
6 Trust's Motion for Partial Summary Judgment. The summary judgment sought dismissal based on
7 preclusion as discussed above, in the introduction.
8

9 2. The Court granted the motion for summary judgment. Order dated November 5, 2014
10 attached herein as Exhibit A.

11 3. The Court's findings articulate that the rationale for the dismissal was based on
12 preclusion:

13 LEGAL DETERMINATION

14 1. On November 7, 2012, Huerta and Go Global were aware that they had a
15 claim against the Rogich Trust.
16

17 2. The said claim was not disclosed in Huerta's and Go Global's First
18 Amended, Second Amended or Third Amended Disclosure Statements.

19 3. The said claim was not disclosed in Huerta's and Go Global's Plan, or in
20 their first, second or third Amendments to the Plan.

21 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's
22 Motion for Partial Summary Judgment be, and is hereby granted and the First,
23 Second and Third claims for relief of Carlos A. Huerta, individually and as
24 Trustee of the Alexander Christopher Trust are dismissed.
25

26 Exhibit A, p. 3:16-26.
27
28

1 4. The Court's minutes also confirm that summary judgment was granted based on
2 preclusion, and no comments were made in reference to interpreting or enforcing the contract:

3 ...Mr. Lionel argued in support of his motion stating Defendant had made
4 misrepresentations before the bankruptcy court that they had no claim and now
5 they are before this Court saying there is a claim, and that calls for judicial
6 estoppel. Mr. Lionel argued regarding what judicial estoppel is intended for. Mr.
7 Lionel further argued case law and cited several cases in open court. Lastly, Mr.
8 Lionel argued regarding the requirement of a debtor to file a schedule of assets
9 under oath, and stated the filed document omitted any claim against Rogich Trust.

10 Court Minutes dated October 8, 2014, attached herein as Exhibit B.

11 5. Thus, the Order granting partial summary judgment, the Court Minutes, as well as the
12 motion for partial summary judgment did not seek to enforce or interpret the contract. There was never
13 any determination on the merits. Further, the Order of November 5, 2014 was without prejudice as the
14 matter was simply "dismissed" and not dismissed with prejudice².

15 5. The contract contains a fee shifting provision, which provides that fees may be awarded
16 if the contract is interpreted or enforced:

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

24 6. As the agreement was not interpreted or enforced, and the matter was dismissed without
25 prejudice, there was no "prevailing party." Thus the application of the fee shifting provision is
26 irrelevant.

27 7. Furthermore, as of November 26, 2014, Plaintiffs are seeking to pursue their claims
28 within the bankruptcy proceedings, which in part are based on the contract for which this litigation was

² NRCP 41(a)(2) states that a dismissal, unless otherwise designated is without prejudice.

initiated. Adversary Complaint attached herein as Exhibit C.

8. It is anticipated that this complaint will determine who is the prevailing party in this matter. Thus, any determination in furtherance of Defendant's motion for attorney's fees is premature as well as groundless.

III.

LEGAL ARGUMENT

A. A PARTY THAT HAS NOT PREVAILED CANNOT BE AWARDED ITS ATTORNEY'S FEES AND THUS DEFENDANT'S MOTION MUST BE DENIED.

Only a party that has actually "prevailed" in a matter can be granted an award of attorney's fees under the contract and thus Defendant's motion must be denied as they were not a prevailing party (they only succeeded in having the matter temporarily dismissed). In Nevada, a court "cannot award attorney fees unless authorized by statute, rule, or contract." *Frank Settelmeyer & Sons, Inc. v. Smith & Harmer, Ltd.*, 197 P.3d 1051,1059 (Nev.2008). "Whether to award attorney's fees is within the discretion of the district court; its decision will not be reversed absent manifest abuse of that discretion." *County of Clark v. Blanchard Constr. Co.*, 98 Nev. 488, 492, 653 P.2d 1217, 1220 (1982)." *Glenbrook Homeowners Ass'n v. Glenbrook Co.*, 111 Nev. 909, 922, 901 P.2d 132, 141 (1995).

Nevada statutes have been interpreted to construe that a "prevailing party" is one that succeeds on a significant issue for which the litigation was brought and is monetary in nature. *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (applying Nevada's fee shifting provision in NRS 18.010 and holding that lower court did not error in granting fees when defendant had prevailed and received monetary reward); *see also Smith v. Crown Fin. Servs. of Am.*, 111 Nev. 277, 285, 890 P.2d 769, 774 (1995) (holding that monetary judgment is a prerequisite to apply fee shifting provisions in NRS 18.010(2)). In *Glenbrook Homeowners Ass'n v. Glenbrook Co.*, 111 Nev. 909, 922, 901 P.2d 132, 141 (1995) the trial court's decision to not grant fees to either party as both parties had prevailed

1 on some issues and lost on others, the decision to not decide a “prevailing party” (and consequently
2 deny fees) was upheld. *Id.* at 909.

3 The concept of restricting fee shifting has also been applied in other matters where contractual
4 language allowed for fee shifting. The Court *In re USA Commercial Mortgage Co.*, 802 F. Supp. 2d
5 1147, 1181 (D. Nev. 2011), after explaining that the operative contract contained a fee shifting
6 provision and the three significant issues plaintiffs prevailed upon, agreed that the plaintiffs were in fact
7 prevailing parties allowed to recover their attorneys’ fees. Thus, in Nevada, there is a strong consensus
8 that a “prevailing party” must have won on a significant issue, which it brought to bear and received a
9 monetary award.
10

11 Nevada’s case law on fee shifting also identifies with neighboring jurisdictions. As the Court in
12 *Karuk Tribe of N. California v. California Reg’l Water Quality Control Bd., N. Coast Region*, 183 Cal.
13 App. 4th 330, 364, 108 Cal. Rptr. 3d 40, 68 (2010) described:

14 “ ‘ “The appropriate benchmarks in determining which party prevailed are (a) the
15 situation immediately prior to the commencement of suit, and (b) the situation
16 today, and the role, if any, played by the litigation in effecting any changes
17 between the two.” ’ [Citations.] ... ‘ “[P]laintiffs may be considered ‘prevailing
18 parties’ for attorney’s fees purposes if they succeed on any significant issue in
19 litigation which achieves some of the benefit the parties sought in bringing suit.” ’
20 [Citations.]” (*Maria P.*, *supra*, 43 Cal.3d 1281, 1291–1292, 240 Cal.Rptr. 872,
21 743 P.2d 932.)

22 *Id.*

23 Courts in Utah similarly use a balancing test and look to several factors to determine whether a
24 contractual provision allowing “prevailing party” fees will be granted:

25 Relevant factors for the trial court’s consideration include, but are not limited to
26 (1) contractual language, (2) the number of claims, counterclaims, cross-claims,
27 etc., brought by the parties, (3) the importance of the claims relative to each other
28 and their significance in the context of the lawsuit considered as a whole, and (4)
the dollar amounts attached to and awarded in connection with the various claims.

Smith v. Simas, 2014 UT App 78, ¶ 29, 324 P.3d 667, 677.

1 Also, though only implied by the context of the several Nevada cases cited above, the “prevailing party”
2 is generally one that has prevailed on the merits of the case:

3 Therefore, “[a] party ... is not a prevailing party until after a determination on the
4 merits is made by either a jury or a trial court judge,” *J.V. Hatch Constr., Inc. v.*
5 *Kampros*, 971 P.2d 8, 13 (Utah Ct.App.1998) (emphasis omitted), and “[w]here a
6 contract ... provides for attorney fees to the prevailing party, a party does not even
7 become entitled to such fees until the jury has determined which party has
8 prevailed in the case,” *Meadowbrook, LLC v. Flower*, 959 P.2d 115, 117 (Utah
9 1998).

10 *Cache Cnty. v. Beus*, 2005 UT App 503, ¶ 14, 128 P.3d 63, 69

11 “The prevailing party is the party that succeeds on the merits of the claim and has affirmative judgment
12 rendered in its favor.” *BP Am. Prod. Co. v. Chesapeake Exploration, LLC*, 747 F.3d 1253, 1262 (10th
13 Cir. 2014); *see also Uhrhahn Const. & Design, Inc. v. Hopkins*, 2008 UT App 41, ¶ 32, 179 P.3d 808,
14 819 (quoting “To be a prevailing party, a party ‘must obtain at least some relief on the merits’ of the
15 party’s claim or claims.” Citing *Ault v. Holden*, 2002 UT 33, ¶ 48, 44 P.3d 781 (citation omitted)).
16 “[P]rocedural success during the course of litigation is insufficient to justify attorneys’ fees where the
17 ruling is later vacated or reversed on the merits.” *Miller v. California Com. On Status of Women*, 176
18 Cal. App. 3d 454, 458, 222 Cal. Rptr. 225, 228 (Ct. App. 1985)

19 The prevailing party bears the burden of submitting billing records to establish that the hours
20 requested are reasonable. [Citation omitted] *Tallman v. CPS Sec. (USA), Inc.*, No. 2:09-CV-00944-
21 PMP, 2014 WL 2485820, at *10 (D. Nev. June 3, 2014).

22 At length, Defendant has tried to explain that its attorney’s fees are owed by the Alexander
23 Christopher Trust yet Defendant has not and cannot explain how it is a “prevailing party” outside of the
24 literal diction of the phrase – and wholly avoids analyzing, from a legal standpoint, how it prevailed.
25 Notwithstanding Plaintiffs’ admission in regards to the assignment to his family trust, the Defendant, in
26 his own motion for partial summary judgment, cannot prove that the contract, between the parties, was
27 at issue. It is true that the “Huerta claims were both interpretation and enforcement of the Purchase
28

1 Agreement...” (Motion, p. 2:27-28), but preclusion was admittedly the issue in Defendant’s partial
2 summary judgment issue. Therefore, Defendant was not nor is now a “prevailing party” because it did
3 not prevail on an issue for which the litigation was brought, nor was a monetary award received by the
4 Defendant. *See Valley Elec. Ass’n*, 121 Nev. at 10. As Plaintiff is now pursuing these claims through
5 the bankruptcy court, it is more akin to *Glenbrook Homeowners Ass’n*, wherein a reasonable dispute as
6 to the prevailing party preempted a declaration of the same. *Id.* at 922.

7
8 Defendant has not prevailed in this matter like the plaintiff in *USA Commercial*, wherein that
9 court discussed the claims which they had prevailed upon. *Id.* at 1147. In fact, the Court’s November
10 5th, 2014 Order simply determined that the claims were precluded and therefore dismissed. See Exhibit
11 A. Nothing during the course of litigation aided Defendant, as all the facts were based on
12 circumstances which occurred prior to this matter even being filed. *See Karuk Tribe of N. California*,
13 183 Cal. App. 4th at 364 (explaining that a “prevailing party benchmarks” are circumstances that
14 occurred during litigation which assisted that party). Due to the fact that this case was dismissed
15 because of preclusion, there are no factors to consider in identifying who is the prevailing party, such as
16 contractual language, a determination on the merits, successful claims, importance of claims and an
17 amount of the monetary judgment. *Smith*, 2014 UT App 78, ¶ 29.

18
19 Defendant has not cited to one case, where a fee shifting award was permitted due to a dismissal
20 based on a procedural or legal technicality, as opposed to one on the merits. Defendant cannot be a
21 prevailing party when they have not prevailed on the merits. See *BP Am. Prod. Co.*, 747 F.3d at 1262;
22 *Uhrhahn Const. & Design, Inc.*, 2008 UT App 41, ¶ 32; *Ault*, 2002 UT 33, ¶ 48, 44 P.3d 781; *Miller v.*
23 *California Com. On Status of Women*, 176 Cal. App. 3d at 458.

24
25 Additionally, it is not reasonable for fees be shifted to Plaintiffs, when Defendant could have
26 sought dismissal at the outset, rather than wait to file the motion on the eve of trial. Due to the
27

1 extended time, where no litigation or discovery, aided the dismissal based on preclusion, the request for
2 \$237,954.50 cannot be reasonable. See *Tallman*, No. 2:09-CV-00944-PMP, 2014 WL 2485820, at *10
3 (D. Nev. June 3, 2014) (holding that prevailing party bears burden to prove fees are reasonable).

4 Therefore, as Defendant is not the prevailing party, it cannot be awarded attorneys' fees against
5 any party in this matter.

6 **B. DEFENDANT HAS FAILED TO PROVE THAT AN AWARD OF FEES CAN BE**
7 **LEVIED AGAINST PARTIES WHO ARE NOT EVEN BEFORE THE COURT.**

8 Defendant, even though he is not a prevailing party, makes the claim that Go Global remains
9 liable for the claimed attorney's fees because Go Global's obligations, under the assignment, continued
10 thereafter. Motion, pp. 3:26 – 4:6. A critical distinction to accentuate is that, in *Mt. Wheeler Power*,
11 the case cited for this proposition by Defendant, is that the trial court's denial of the plaintiffs' claim
12 left them without remedy "Under the circumstances recited above, we see no basis for utilizing the
13 legal fiction 'separating' the debtor-in-possession from Diamond as a proper rationale for leaving
14 Wheeler Power without remedy." *Mt. Wheeler Power, Inc. v. Gallagher*, 98 Nev. 479, 483, 653 P.2d
15 1212, 1214 (1982). In this matter, Defendant has a remedy and there is no compelling reason to
16 "separating the legal fiction" of the entities before or not before this Court. Also, in *Mt. Wheeler* the
17 question of whether the assignor was liable was presented to the state court only because the
18 bankruptcy proceedings had been closed. *Id.* Go Global's bankruptcy case, as Mr. Schwartz
19 articulated to this court, has not been closed previously. Thus, Defendant's request for attorneys fees
20 against Go Global is improper..

21 **C. REVERSE ALTER-EGO SHOULD NOT BE EMPLOYED AS THE RELEVANT**
22 **FACTORS ARE NOT PRESENT.**

23 Defendant has not shown why or what circumstances would justify the application of a reverse
24 alter-ego. While *LFC Mktg. Grp., Inc. v. Loomis*, 116 Nev. 896, 904, 8 P.3d 841, 847 (2000) does
25 discuss the use of the alter ego doctrine to perfect justice – it was not without analyzing any pertinent
26 factors. Defendant has scantily discussed those factors, if at all. The application of the alter-ego must
27
28

1 be supported by substantial evidence and not by sole ownership alone. *Mosa v. Wilson-Bates Furniture*
2 *Co.*, 94 Nev. 521, 523, 583 P.2d 453, 454 (1978) (discussing several factors which identified alter-ego
3 allegations at trial along with sole corporate ownership). In *Truck Ins. Exch. v. Palmer J. Swanson,*
4 *Inc.*, 124 Nev. 629, 635, 189 P.3d 656, 660 (2008), that court denied a request by the plaintiff to apply
5 alter-ego to a Nevada firm and California firm though “the firms were one and the same.” *Id.* Quoting
6 *LFC Marketing*, the *Truck Ins. Exch.* went to affirm that the corporate cloak is not lightly thrown aside”
7 and that applying alter ego is an exception to the rule of corporate independence. *Id.* A noted factor in
8 *Truck Ins. Exch.* was the fact that the firms had separate identities, held “independent federal tax
9 identification numbers, operated under its own bylaws, was supervised by a licensed Nevada attorney,
10 and possessed an independent business license, tax license, part-time staff, phone lines, insurance
11 coverage, and office sublease agreement.” *Id.*

12
13 Defendant’s application of the alter-ego is unsupported by substantial evidence. *See Mosa v.*,
14 94 Nev. at 523. Ownership is only one factor out of several under *LFC Mktg. Grp., Inc.* All of the
15 Plaintiff and non-plaintiff parties have their own identity just as in *Truck Ins. Exch.*, though they may
16 have owners in common. Also, Defendant has not addressed what the ownership of the Alexander
17 Christopher Trust is, which would be necessary to determine whether alter-ego would be applicable.
18 The corporate shield cannot be “lightly thrown aside,” by Defendant’s scant purported evidence, and
19 the application of alter-ego must be denied.
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IV.

CONCLUSION

WHEREFORE, based on the foregoing, Plaintiff respectfully requests that this Court deny the Motion for Award of Attorneys' Fees for the reasons stated herein.

DATED this 5th day of December, 2014.

McDONALD LAW OFFICES, PLLC

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 5th day of December, 2014, service of the foregoing **PLAINTIFFS' OPPOSITION TO DEFFENDANT'S MOTION FOR AWARD OF ATTORNEYS' FEES** upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 to:

Lionel Sawyer & Collins

Angela Westlake awestlake@lionelsawyer.com

Rob Hernquist rhernquist@lionelsawyer.com

Samuel S. Lionel slionel@lioneslawyer.com

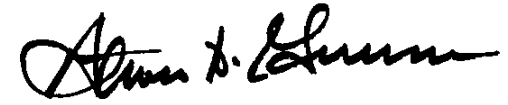
McDonald Law Offices, PLLC

Brandon McDonald brandon@mcdonaldlawyers.com

Charles Barnabi cj@mcdonaldlawyers.com

/s/ Charles Barnabi

An employee of McDonald Law Offices, PLLC



CLERK OF THE COURT

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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
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. XXVII

**DEFENDANT'S REPLY IN SUPPORT OF
MOTION FOR AWARD OF
ATTORNEYS' FEES**

Hearing Date: 1/15/15
Hearing Time: 9 a.m.

AS PREVAILING PARTY THE ROGICH TRUST SHOULD BE AWARDED ITS
ATTORNEYS' FEES

I. INTRODUCTION

This is a straightforward Motion for Attorneys' Fees in favor of the prevailing party pursuant to a contract. The plain language of the Agreement provides that "in the event that any *action or proceeding is instituted to interpret or enforce* the terms and provisions of this

1 Agreement, however, the prevailing party should be entitled to its costs and attorneys' fees...."
2 (emphasis added). Plaintiffs clearly instituted this action to enforce and interpret the terms of a
3 purchase agreement (the "Agreement"), as the "First Claim for Relief" in Plaintiffs' Complaint is
4 one for "Express Breach of Contract."

5 Plaintiffs now argue that the fee provision in the Agreement does not apply because "the
6 agreement was not interpreted or enforced, and the matter was interpreted without prejudice," so
7 there is somehow "no prevailing party." (Plaintiffs' Opposition at p. 6, ll. 20-21). This argument
8 is nonsensical. First, it is entirely unclear why Plaintiffs say "without prejudice" given that this
9 action resulted in a final judgment. Additionally, there is no requirement in the Agreement that
10 the Court must actually interpret or enforce the contract in order for the attorneys' fee provision
11 to apply, and there is no question that the Rogich Trust is the prevailing party because the Court
12 has entered judgment in its favor.

13 Plaintiffs do not challenge the amount of the fees at issue, the Agreement does not limit
14 fees in any way, nor do they challenge the Declaration of Samuel Lionel that the requested fees
15 were reasonable and actually and necessarily incurred.

16 II. ARGUMENT

17 "Parties are free to provide for attorney fees by express contractual provisions." *Davis v.*
18 *Beling*, 128 Nev. Adv. Op. 28, 278 P.3d 501, 515 (2012) *citing Musso v. Binick*, 104 Nev. 613,
19 614, 764 P.2d 477, 477 (1988). "The objective in interpreting an attorney fees provision, as with
20 all contracts, 'is to discern the intent of the contracting parties.'" *Id. quoting Cline v. Rocky*
21 *Mountain, Inc.*, 998 P.2d 946, 949 (Wyo. 2000). "'Traditional rules of contract interpretation are
22 employed to accomplish that result.'" *Id.* "Therefore, the initial focus is on whether the language
23 of the contract is clear and unambiguous; if it is, the contract will be enforced as written." *Id.*
24 *citing Ellison v. California State Auto. Ass'n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990).

25 The language of the contract in this case is clear and unambiguous. The Purchase
26 Agreement provides in paragraph 7(d) that:

27 *[I]n the event that any action or proceeding is instituted to*
28 *interpret or enforce the terms and provisions of this Agreement,*

1 however, the prevailing party should be entitled to its costs and
2 attorneys' fees...." (emphasis added).

3 There is no question that Plaintiffs instituted this action "to interpret or enforce" the Agreement.
4 The first cause of action in the Complaint is for "Breach of Express Contract." Plaintiffs' claim
5 is based on their contention that, although the Agreement does not provide that the transfer of
6 Defendant's interest in Eldorado Hills was precluded, the Agreement should nonetheless be
7 interpreted to provide that the transfer constituted a breach. There is also no question that
8 Defendant is the prevailing party, as judgment has been entered in its favor.

9 Plaintiffs argument that attorneys fees cannot be awarded because the Court did not
10 interpret the Agreement is meritless. Plaintiffs have failed to cite a single Nevada case denying a
11 party recovery of attorneys' fees under a contractual provision. Under the unambiguous language
12 of the Agreement, the question is not whether the Court interpreted the contract, but whether
13 Plaintiffs instituted an action to interpret or enforce the Agreement, which they clearly did.

14 Moreover, under Nevada law, even where a Court holds that a contract is unenforceable
15 against a Defendant, that Defendant is still entitled to recover its fees under an attorneys' fees
16 provision in the contract. *See Mackintosh v. California Federal Sav. & Loan Ass'n*, 113 Nev.
17 393, 935 P.2d 1154 (1997) (holding that where a contract provides for award of attorney's fees to
18 prevailing party in litigation concerning the contract, rescission of the contract does not preclude
19 recovery of attorneys' fees). In *Mackintosh*, the Nevada Supreme Court clarified that a contract
20 does not have to be interpreted for its attorneys' fees provision to be enforceable:

21 We hold that when parties enter into a contract and litigation later
22 ensues over that contract, attorney's fees may be recovered under a
23 prevailing-party attorney's fee provision contained therein even
24 though the contract is rescinded or held to be unenforceable.

25 *Id.* at 406, 1162 (quoting *Katz v. Van Der Noord*, 546 So.2d 1047 (Fla. 1989).

26 Plaintiffs' argument that the Rogich Trust is not entitled to fees because it did not receive
27 a monetary award is equally meritless and misleading. The cases that Plaintiffs cite in support
28 of that theory are inapposite. Plaintiffs attempt to mislead the Court by relying upon cases
29 interpreting the fee shifting provision contained in NRS 18.010(2), which requires a monetary

1 award as a prerequisite to any recovery of attorneys' fees under NRS 18.010. Here, **the Rogich**
2 **Trust is seeking its fees under the Agreement, not under any statute.** NRS 18.010(4)
3 expressly provides that NRS 18.010(2) does not apply: "*Subsections 2 and 3 do not apply to any*
4 *action arising out of a written instrument or agreement which entitles the prevailing party to*
5 *an award of reasonable attorney's fees.*" (emphasis added).

6 Finally, Plaintiffs argue that the Rogich Trust is somehow not a prevailing party, despite
7 the fact that judgment has been entered in its favor:

8 "Defendant has not and cannot explain how it is a 'prevailing party'
9 *outside the literal diction of the phrase --* and wholly avoids
analyzing, from a legal standpoint, how it prevailed."

10 (Opposition at p. 9, ll. 22-24) (emphasis added). As described above, the definition of
11 "prevailing party" in this context is controlled by the plain language of the Agreement. The
12 "literal diction" is exactly what applies. Plaintiffs must concede that there is no reasonable
13 interpretation of the phrase "prevailing party" which would exclude the party in whose favor
14 judgment has been entered.

15 Even under any legal definition of the term, a party who obtains judgment in its favor is a
16 prevailing party under Nevada law. "The term 'prevailing party' is a broad one, encompassing
17 plaintiffs, counterclaimants and defendants." *Smith v. Crown Financial Services of America*, 111
18 Nev. 277, 284, 890 P.2d 769, 773 (1995). A defendant who obtains summary judgment in its
19 favor is a "prevailing party" for purposes of attorneys' fees. *Cuzze v. University and Community*
20 *College System of Nevada*, 123 Nev. 598, 172 P.3d 131 (2007). *See also Sun Realty v. Eighth*
21 *Judicial Dist. Court In and For Clark County*, 91 Nev. 774, 542 P.2d 1072 (1975) (holding that
22 there is no prevailing party where an action does not proceed to judgment).

23 Plaintiffs brought this action to enforce and interpret the Agreement. The Rogich Trust
24 prevailed. The Rogich Trust is thus entitled to recover its attorneys' fees pursuant to the plain
25 and unambiguous language of the Agreement. As detailed in the Motion for Attorneys' Fees, the
26 fees were reasonable, appropriate, and were actually and necessarily incurred. (See Declaration
27 of Samuel Lionel, attached as Exhibit 1 to the Motion, at ¶¶5-7). Plaintiff has not disputed that

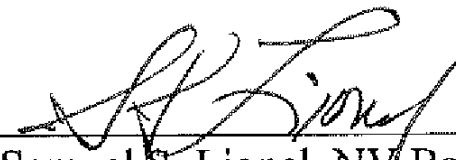
1 Declaration. Plaintiffs have not challenged the amount of fees sought, and the Agreement does
2 not limit the amount of the fees in any way. The Rogich Trust should thus be awarded the full
3 amount of fees that it has expended in defending this action.

4 **III. CONCLUSION**

5 Based on the foregoing, Defendant should be awarded its attorneys' fees in the amount of
6 \$237,954.50.

7 Submitted By:

8 LIONEL SAWYER & COLLINS

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10 

11 Samuel S. Lionel, NV Bar No. 1766
12 Phillip C. Thompson, NV Bar No. 12114
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20 *Attorneys for Defendant*

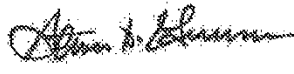
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CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, the undersigned hereby certifies that a true and correct copy of **Defendant's Reply in Support of Motion for Award of Attorneys Fees** was electronically served on this 30th day of December 2014, on the following:

Brandon McDonald
McDonald Law Offices, PLLC
2505 Anthem Village Drive, Ste. E-474
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Brandon@mcdonaldlawyers.com
Attorney for Plaintiffs


An Employee of Lionel Sawyer & Collins


CLERK OF THE COURT

1 **ORD**
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@jeflaw.com*
4 **FENNERMORE CRAIG, P.C.**
5 300 South Fourth Street, 14th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 791-8251
8 Fax: (702) 791-8252
9 *Attorneys for Sig Rogich aka*
10 *Sigmund Rogich as Trustee of*
11 *The Rogich Family Irrevocable Trust*

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
13 Trust established in Nevada as assignee of
14 interests of GO GLOBAL, INC., a Nevada
15 corporation; NANYAH VEGAS, LLC, a
16 Nevada limited liability company,

14 Plaintiffs,

15 v.

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

19 Defendants.

Case No. A-13-686303-C

Dept. XXVII

**ORDER GRANTING MOTION FOR
AWARD OF ATTORNEYS FEES**

21 **ORDER GRANTING MOTION FOR AWARD OF ATTORNEYS FEES**

23 The Motion of Defendant, The Rogich Family Irrevocable Trust ("Rogich Trust"), having
24 been regularly heard on January 15, 2015, Samuel S. Lionel appearing for the Rogich Trust and
25 Cher Shaine appearing for Plaintiffs' Carlos A. Huerta, individually, and as Trustee of The
26 Alexander Christopher Trust, and the Court having heard argument of the Motion and good cause

appearing, makes the following findings:

1. The Court has disposed of all of Plaintiffs' causes of action in a five page written Order that incorporated Findings of Fact and Conclusions of Law.

2. This Action was actively litigated and involved sophisticated issues of law. It required a high level of skill to defend, the issues raised by the parties were complex. The attorney who primarily represented the Defendant Rogich Trust, by reason of his experience, professional standing, skill and advocacy, successfully represented his clients and as a result all of Plaintiffs substantial claims were dismissed.

3. The hourly rates charged were appropriate given the experience and skill necessary to defend the action and the time spent in the defense was reasonable.

4. Paragraph 7(d) of the Purchase Agreement is clear and unambiguous and Defendant was the prevailing party and entitled to its attorneys' fees as provided therein.

5. Defendant is awarded its fees for the defense of Plaintiffs' claims in the amount of \$237,954.50. The Plaintiffs, Carlos A. Huerta and The Alexander Christopher Trust are liable jointly and severally to The Rogich Family Irrevocable Trust for said award.

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Dated this 6 day of February, 2015.

Shirley L. Mc
DISTRICT COURT JUDGE
or

SUBMITTED by:
FENNEMORE CRAIG, P.C.

APPROVED as to form this
day of January, 2015
McDONALD LAW OFFICES, PLLC

By: *Samuel S. Lionel*
Samuel S. Lionel
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Las Vegas, NV 89101
Attorneys for Defendant

By: _____
2505 Anthem Village Dr., Suite E-474
Henderson, NV 89052
Attorney for Plaintiffs

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Supreme Court No. 66823
District Court Case No. A686303

FILED

APR 29 2016

Tracie Lindeman
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Tracie Lindeman, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

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

Judgment, as quoted above, entered this 12th day of February, 2016.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Rehearing denied."

Judgment, as quoted above, entered this 1st day of April, 2016.

A - 13 - 686303 - C
CCJR
NV Supreme Court Clerks Certificate/Judge
4543491



IN WITNESS WHEREOF, I have subscribed
my name and affixed the seal of the Supreme
Court at my Office in Carson City, Nevada this
April 26, 2016.

Tracie Lindeman, Supreme Court Clerk

By: Amanda Ingersoll
Chief Deputy Clerk



IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 66823

FILED

FEB 12 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

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

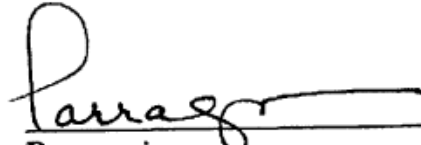
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin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

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

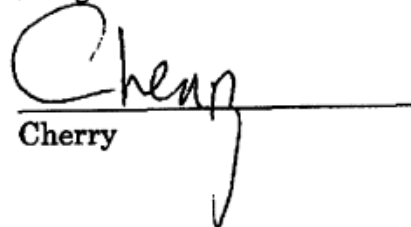
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists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

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

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

 C.J.
Parraguirre

 J.
Douglas

 J.
Cherry

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



CERTIFIED COPY
This document is a full, true and correct copy of
the original on file and of record in my office.
DATE: April 26, 2016
Supreme Court Clerk, State of Nevada
By: [Signature] Deputy

IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,

vs.

SIG ROGICH, A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,

Respondents.

No. 66823

FILED

APR 01 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT,
BY S. Young
DEPUTY CLERK

ORDER DENYING REHEARING

Rehearing denied. NRAP 40(c).

It is so ORDERED.

Parraguirre C.J.
Parraguirre

Douglas J.
Douglas

Cherry J.
Cherry

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

SUPREME COURT
OF
NEVADA

(O) 1947A

16-10285

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This document is a full, true and correct copy of
the original on file and of record in my office.

DATE: April 26, 2016

Supreme Court Clerk, State of Nevada

By [Signature] Deputy

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Supreme Court No. 66823
District Court Case No. A686303

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: April 26, 2016

Tracie Lindeman, Clerk of Court

By: Amanda Ingersoll
Chief Deputy Clerk

cc (without enclosures):
Hon. Nancy L. Alf, District Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas

RECEIPT FOR REMITTITUR

Received of Tracie Lindeman, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on APR 29 2016.

HEATHER UNGERMANN

Deputy District Court Clerk

RECEIVED

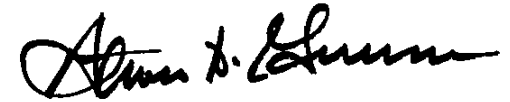
APR 29 2016

CLERK OF THE COURT

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CLERK OF THE COURT

COMP

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Attorneys for Nanyah Vegas, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-16-746239-C

DEPT. NO.: III

COMPLAINT

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

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

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

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

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

13 **I. GENERAL ALLEGATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 *Id.* ¶5.

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

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

3 37. The Purchase Agreement also provided that "time is of the essence"
4 regarding compliance with the agreement's provisions. *Id.* ¶7(n).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 *Id.* ¶3.

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

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

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

17 *Id.* ¶4.

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

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

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

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

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

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

5 *Id.* ¶8(c) (emphasis added).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECOND CLAIM FOR RELIEF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8
9 **FIFTH CLAIM FOR RELIEF**
(Constructive Trust–The Eliades Trust)

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

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

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

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

21 **SIXTH CLAIM FOR RELIEF**
22 **(Conspiracy–All Defendants)**

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

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

27 122. Nanyah has sustained damages in excess of Ten Thousand Dollars
28 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 134. This controversy is ripe for adjudication.

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

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

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

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

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

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

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

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

- 6 1. For compensatory damages according to proof in excess of \$10,000.00;
7
8 2. For general damages according to proof in excess of \$10,000.00;
9
10 3. For punitive damages according to proof in excess of \$10,000.00;
11
12 4. For the imposition of a constructive trust on the Eliades Trust's
13 membership interest in Eldorado including not limited to all profits Nanyah
14 is entitled to receive from the ownership and development of the Property;
15
16 5. For declaratory relief;
17
18 6. For specific performance;
19
20 7. For costs of Court and attorneys' fees incurred;
21
22 8. For such other relief as the Court determines appropriate.

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

25 DATED this 4th day of November, 2016.

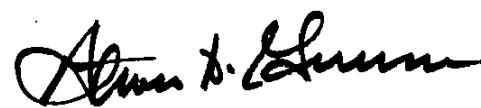
26 ROBISON, BELAUSTEGUI, SHARP & LOW
27 A Professional Corporation
28 71 Washington Street
 Reno, Nevada 89503

By: 
 MARK G. SIMONS, ESQ.
 Attorneys for Nanyah Vegas, LLC

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1 SUMM

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5 CLERK OF THE COURT

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 NANYAH VEGAS, LLC

9
10
11 Plaintiff(s),

CASE NO. A-16-746239-C

12 -VS-

DEPT. NO. III

13 TELD, LLC, et al.

14 Defendant(s).

15
16 **SUMMONS - CIVIL**
17 (TELD, LLC)18 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
19 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
20 **READ THE INFORMATION BELOW.**21 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
22 you for the relief set forth in the Complaint.

- 23 1. If you intend to defend this lawsuit, within 20 days after this Summons is
-
- 24 served on you, exclusive of the day of service, you must do the following:
-
- 25 (a) File with the Clerk of this Court, whose address is shown below, a
-
- 26 formal written response to the Complaint in accordance with the rules
-
- 27 of the Court, with the appropriate filing fee.
-
- 28 (b) Serve a copy of your response upon the attorney whose name and
-
- address is shown below.

SUMM Civil/7/23/2009

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CLERK OF THE COURT

CLERK OF THE COURT

NOV 21 2016

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- 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
- 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
- 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

Three Thanks for
Mark G. Simons (NSB 5132)
Robison, Belaustegui, Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

STEVEN D. GRIERSON
CLERK OF COURT
By: [Signature] ONDINA AMOS
Deputy Clerk Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b).

1 **ACSR**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

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

13 **NANYAH VEGAS, LLC**, a Nevada limited liability company, **CASE NO.: A-16-746239-C**

14 Plaintiff,

15 **DEPT. NO.: III**

16 v.

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

18 Defendants.

19 **ACCEPTANCE OF SERVICE**

20 Samuel S. Lionel, Esq., on behalf of Defendant TELD, LLC, hereby acknowledges receipt and accepts service of the Complaint and Summons in the above-entitled matter.

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

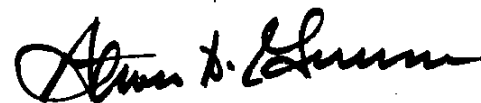
22 DATED this 5th day of November, 2016.

23 FENNEMORE CRAIG
24 300 S. Fourth Street, Ste. 1400
25 Las Vegas, NV 89101

26 By: *Samuel S. Lionel*
27 SAMEUL S. LIONEL, ESQ.
28 Attorneys for Defendants

Robison, Belaustegui,
Sharp & Low
71 Washington St
Reno, NV 89503
775.329.3151

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

NANYAH VEGAS, LLC

Plaintiff(s),

CASE NO. A-16-746239-C

-vs-

DEPT. NO. III

TELD, LLC, et al.

Defendant(s).

SUMMONS - CIVIL

(The Rogich Family Irrevocable Trust)
**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
 READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
 you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is
 served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a
 formal written response to the Complaint in accordance with the rules
 of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and
 address is shown below.

SUMM CIVI/7/23/2009

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CLERK OF DISTRICT COURT

- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.
11

12
13 Submitted by:

14 These thanks to
15 Mark G. Simons (NSB 5132)
16 Robison, Belaustegui, Sharp & Low
17 71 Washington St.
18 Reno, NV 89503
19 (775) 329-3151

STEVEN D. GRIERSON
CLERK OF COURT

By:

Deputy Clerk

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

20 NOTE: When service is by publication, add a brief statement of the object of the
21 action. See Nevada Rules of Civil Procedure 4(b).
22
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1 **ACSR**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **NANYAH VEGAS, LLC**, a Nevada limited liability company, **CASE NO.: A-16-746239-C**

14 **Plaintiff,**

DEPT. NO.: III

15 **v.**

16 **TELD, LLC**, a Nevada limited liability
17 company; **PETER ELIADAS**, individually
18 and as Trustee of the The Eliades Survivor
19 Trust of 10/30/08; **SIGMUND ROGICH**,
20 individually and as Trustee of The Rogich
21 Family Irrevocable Trust; **IMITATIONS**,
22 LLC, a Nevada limited liability company;
23 **DOES I-X**; and/or **ROE CORPORATIONS**
24 I-X, inclusive,

25 **Defendants.**

26 **ACCEPTANCE OF SERVICE**

27 Samuel S. Lionel, Esq., on behalf of Defendant **SIGMUND ROGICH**, individually
28 and as Trustee of **THE ROGICH FAMILY IRREVOCABLE TRUST**, hereby acknowledges
receipt and accepts service of the Complaint and the respective Summonses in the
above-entitled matter.

29 *///*

30 *///*

31 *///*

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33 *///*

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
775) 329-3151

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

DATED this 5th day of November, 2016.

FENNEMORE CRAIG
300 S. Fourth Street, Ste. 1400
Las Vegas, NV 89101

By:

~~SAMEUL S. LIONEL, ESQ.~~
Attorneys for Defendants

1 SUMM

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Adam D. Lamm

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

8 NANYAH VEGAS, LLC

11 Plaintiff(s),

CASE NO. A-16-746239-C

12 -vs-

DEPT. NO. III

13 TELD, LLC, et al.

15 Defendant(s).

16 SUMMONS - CIVIL

17 (IMITATIONS, LLC)

18 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
19 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
20 READ THE INFORMATION BELOW.

21 TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
22 you for the relief set forth in the Complaint.

- 23 1. If you intend to defend this lawsuit, within 20 days after this Summons is
24 served on you, exclusive of the day of service, you must do the following:
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26 formal written response to the Complaint in accordance with the rules
27 of the Court, with the appropriate filing fee.
 - 28 (b) Serve a copy of your response upon the attorney whose name and
address is shown below.

SUMM Civil/7/23/2009

CLERK OF THE COURT

NOV 21 2016

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- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.
11

12
13 Submitted by:

14 Theresa Hanis for
15

16 Mark G. Simons (NSB 5132)
17 Robison, Belaustegui, Sharp & Low
18 71 Washington St.
19 Reno, NV 89503
(775) 329-3151

STEVEN D. GRIERSON
CLERK OF COURT

By: [Signature]

Deputy Clerk

Date 10-21-14

20 **NOTE: When service is by publication, add a brief statement of the object of the**
21 **action. See Nevada Rules of Civil Procedure 4(b).**
22
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1 ACSR
2 Mark G. Simons, Esq. (SBN 5132)
3 ROBISON, BELAUSTEGUI, SHARP & LOW
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 Attorneys for Nanyah Vegas, LLC

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 NANYAH VEGAS, LLC, a Nevada limited liability company, CASE NO.: A-16-746239-C

14 DEPT. NO.: III

15 Plaintiff,

16 v.

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

22 Defendants.

23 ACCEPTANCE OF SERVICE

24 Samuel S. Lionel, Esq., on behalf of Defendant IMITATIONS, LLC, hereby
25 acknowledges receipt and accepts service of the Complaint and Summons in the above-
26 entitled matter.

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

DATED this 5th day of November, 2016.

FENNEMORE CRAIG
300 S. Fourth Street, Ste. 1400
Las Vegas, NV 89101

By:

Samuel S. Lionel
SAMEUL S. LIONEL, ESQ.
Attorneys for Defendants

Robison, Belaustegui,
Sharp & Low
71 Washington St
Reno, NV 89503
775.329.3151

ORIGINAL

Alvin D. Quinn

CLERK OF THE COURT

SUMM

DISTRICT COURT

CLARK COUNTY, NEVADA

NANYAH VEGAS, LLC

Plaintiff(s),

CASE NO. A-16-746239-C

-vs-

DEPT. NO. III

TELD, LLC, et al.

Defendant(s).

SUMMONS - CIVIL

(PETER ELIADAS)

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

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 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.

SUMM Civil/7/23/2009

CLERK OF THE COURT

NOV 21 2016

RECEIVED

- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.
11

12
13 Submitted by:

14 These I handed for
15 Mark G. Simons (NSB 5132)
16 Robison, Belaustegui, Sharp & Low
17 71 Washington St.
18 Reno, NV 89503
19 (775) 329-3151

STEVEN D. GRIERSON
CLERK OF COURT

By:

Deputy Clerk

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

20 **NOTE: When service is by publication, add a brief statement of the object of the**
21 **action. See Nevada Rules of Civil Procedure 4(b).**
22
23
24
25
26
27
28

1 **ACSR**
Mark G. Simons, Esq. (SBN 5132)
2 **ROBISON, BELAUSTEGUI, SHARP & LOW**
A Professional Corporation
3 71 Washington Street
Reno, Nevada 89503
4 Telephone: (775) 329-3151
Facsimile: (775) 329-7941
5 Email: msimons@rbsllaw.com

6 *Attorneys for Nanyah Vegas, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 **NANYAH VEGAS, LLC**, a Nevada limited liability company, **CASE NO.: A-16-746239-C**

DEPT. NO.: III

10
11 Plaintiff,

12 v.

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

18 Defendants.
19

20 **ACCEPTANCE OF SERVICE**

21 Samuel S. Lionel, Esq., on behalf of Defendant PETER ELIADAS, individually and
22 as Trustee of THE ELIADES SURVIVOR TRUST OF 10/30/08, hereby acknowledges
23 receipt and accepts service of the Complaint and the respective Summonses in the
24 above-entitled matter.

25 ///

26 ///

27 ///

28 ///

///

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
775) 329-3151

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

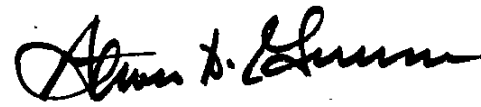
3 DATED this 5th ^{*December*} day of ~~November~~, 2016.

4 FENNEMORE CRAIG
5 300 S. Fourth Street, Ste. 1400
6 Las Vegas, NV 89101

7 By: *[Signature]*
8 SAMEUL S. LIONEL, ESQ.
9 Attorneys for Defendants

1 SUMM

ORIGINAL

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

8 NANYAH VEGAS, LLC

11 Plaintiff(s),

CASE NO. A-16-746239-C

12 -vs-

DEPT. NO. III

13 TELD, LLC, et al.

15 Defendant(s).

16 SUMMONS - CIVIL

17 (The Eliadas Survivor Trust of 10/30/08)

18 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
19 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
20 READ THE INFORMATION BELOW.21 TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
22 you for the relief set forth in the Complaint.

- 23 1. If you intend to defend this lawsuit, within 20 days after this Summons is
24 served on you, exclusive of the day of service, you must do the following:
25 (a) File with the Clerk of this Court, whose address is shown below, a
26 formal written response to the Complaint in accordance with the rules
27 of the Court, with the appropriate filing fee.
28 (b) Serve a copy of your response upon the attorney whose name and
address is shown below.

SUMM Civil/7/23/2009

RECEIVED

NOV 21 2016

CLERK OF THE COURT

- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.
11

12 Submitted by:

13 Mark G. Simons Thanks for
14
15 Mark G. Simons (NSB 5132)
16 Robison, Belaustegui, Sharp & Low
17 71 Washington St.
18 Reno, NV 89503
19 (775) 329-3151

STEVEN D. GRIERSON
CLERK OF COURT

By:

Deputy Clerk

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

20 NOTE: When service is by publication, add a brief statement of the object of the
21 action. See Nevada Rules of Civil Procedure 4(b).
22
23
24
25
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27
28

1 ACSR.
2 Mark G. Simons, Esq. (SBN 5132)
3 ROBISON, BELAUSTEGUI, SHARP & LOW
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 Attorneys for Nanyah Vegas, LLC

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 NANYAH VEGAS, LLC, a Nevada limited liability company, CASE NO.: A-16-746239-C

14 Plaintiff,

DEPT. NO.: III

15 v.

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

25 Defendants.

26 ACCEPTANCE OF SERVICE

27 Samuel S. Lionel, Esq., on behalf of Defendant PETER ELIADAS, individually and
28 as Trustee of THE ELIADES SURVIVOR TRUST OF 10/30/08, hereby acknowledges
receipt and accepts service of the Complaint and the respective Summonses in the
above-entitled matter.

///

///

///

///


///

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
775) 329-3151

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

3 DATED this 5th day of ^{December}~~November~~, 2016.

4
5 FENNEMORE CRAIG
6 300 S. Fourth Street, Ste. 1400
7 Las Vegas, NV 89101

8 By: 
9 SAMEUL S. LIONEL, ESQ.
10 Attorneys for Defendants

ORIGINAL

Electronically Filed
12/16/2016 09:30:35 AM

Adam D. Lamm

CLERK OF THE COURT

1 SUMM

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DISTRICT COURT

CLARK COUNTY, NEVADA

NANYAH VEGAS, LLC

Plaintiff(s),

-vs-

TELD, LLC, et al.

Defendant(s).

CASE NO. A-16-746239-C

DEPT. NO. III

SUMMONS - CIVIL
(SIGMUND ROGICH)

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.

SUMM Civil/7/23/2009

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NOV 21 2016

CLERK OF THE COURT

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5 3. If you intend to seek the advice of an attorney in this matter, you should do
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7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.
11

12 Submitted by:

13 Theresa Chanks for
14 Mark G. Simons (NSB 5132)
15 Robison, Belaustegui, Sharp & Low
16 71 Washington St.
17 Reno, NV 89503
18 (775) 329-3151
19

STEVEN D. GRIERSON
CLERK OF COURT

By:

Deputy Clerk

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

20 NOTE: When service is by publication, add a brief statement of the object of the
21 action. See Nevada Rules of Civil Procedure 4(b).
22
23
24
25
26
27
28

1 **ACSR**
Mark G. Simons, Esq. (SBN 5132)
2 **ROBISON, BELAUSTEGUI, SHARP & LOW**
A Professional Corporation
3 71 Washington Street
Reno, Nevada 89503
4 Telephone: (775) 329-3151
Facsimile: (775) 329-7941
5 Email: msimons@rbsllaw.com

6 *Attorneys for Nanyah Vegas, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 **NANYAH VEGAS, LLC**, a Nevada limited liability company, **CASE NO.: A-16-746239-C**

DEPT. NO.: III

11 **Plaintiff,**

12 **v.**

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

18 **Defendants.**

19 **ACCEPTANCE OF SERVICE**

20 Samuel S. Lionel, Esq., on behalf of Defendant **SIGMUND ROGICH**, individually
21 and as Trustee of **THE ROGICH FAMILY IRREVOCABLE TRUST**, hereby acknowledges
22 receipt and accepts service of the Complaint and the respective Summonses in the
23 above-entitled matter.
24

25 *///*

26 *///*

27 *///*

28 *///*

///

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
775) 329-3151

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

3 DATED this 5th day of November, 2016.

4 FENNEMORE CRAIG
5 300 S. Fourth Street, Ste. 1400
6 Las Vegas, NV 89101

7 By: 

8 SAMEUL S. LIONEL, ESQ.
9 Attorneys for Defendants



CLERK OF THE COURT

1 **SAO**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

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

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

20 Plaintiffs,

21 v.

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

27 Defendants.

28 **STIPULATION FOR CONSOLIDATION**

The parties by and through their respective counsel and stipulate as follows:

A. DEPARTMENT XXVII, CASE NO. A-13-686303-C.

Carlos Huerta, et al. v. Sig Rogich, et al., was filed in the Eighth Judicial District Court and assigned Case No. A-13-686303-C (the "Huerta Action"). Nanyah Vegas, LLC ("Nanyah") asserted a claim for unjust enrichment against Eldorado Hills, LLC

1 ("Eldorado Hills") in the Huerta Action. This Court previously granted summary
2 judgment against Nanyah on the basis that the statute of limitations had run on
3 Nanyah's unjust enrichment claim. The Nevada Supreme Court reversed this Court's
4 decision and remanded the case finding that the application of the statute of limitations
5 was a question of fact. Nanyah's claim therefore remains pending against Eldorado
6 Hills. The trial date in the Huerta Action has not been rescheduled.

7 **B. DEPT. NO.: III, CASE NO.: A-16-746239-C**

8 Nanyah initiated a new action against a number of defendants other than
9 Eldorado Hills in the case Nanyah Vegas, LLC v. TELD, LLC, et al., which was also filed
10 in the Eighth Judicial District Court and assigned Case No. A-16-746239-C (the
11 "Nanyah Action"). Nanyah has asserted new claims against new defendants other than
12 Eldorado Hills in the Nanyah Action, however the new claims in the Nanyah Action have
13 some similar factual issues as contained in the Huerta Action.

14 **C. CONSOLIDATION.**

15 The parties agree that the Huerta Action and the Nanyah Action should be
16 consolidated for all further proceedings. The parties believe that consolidation will
17 minimize the consumption of judicial resources, the resources of the parties and will
18 yield the most expeditious resolution of the claims in the Huerta and Nanyah Actions.
19 The Court is therefore, requested to consolidate the two cases as stated herein. Upon
20 the Court entering its Order consolidating the actions, the defendants in the Nanyah
21 Action shall have twenty (20) days thereafter to file their Answers.

22 **D. NEW CAPTION.**

23 Upon consolidation, the new caption will be as follows:

24 *///*

25 *///*

26 *///*

27 *///*

28 *///*

1 CARLOS A. HUERTA, an individual;
2 CARLOS A. HUERTA as Trustee of THE
3 ALEXANDER CHRISTOPHER TRUST, a
4 Trust established in Nevada as assignee
5 of interests of GO GLOBAL, INC., a
6 Nevada corporation; NANYAH VEGAS,
7 LLC, A Nevada limited liability company,
8
9 Plaintiffs,

10 v.

11 SIG ROGICH aka SIGMUND ROGICH as
12 Trustee of The Rogich Family Irrevocable
13 Trust; ELDORADO HILLS, LLC, a Nevada
14 limited liability company; DOES I-X; and/or
15 ROE CORPORATIONS I-X, inclusive,
16
17 Defendants.

18
19 _____ /
20 NANYAH VEGAS, LLC, a Nevada limited
21 liability company,
22
23 Plaintiff,

24 v.

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

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28 ///

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

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

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

3 DATED this 17th day of March, 2017.

4 ROBISON, BELAUSTEGUI, SHARP & LOW
5 A Professional Corporation
6 71 Washington Street
7 Reno, Nevada 89503

8 By: 

9 MARK G. SIMONS, ESQ.
10 THERESE M. SHANKS, ESQ.
11 Attorneys for Nanyah Vegas, LLC

12 DATED this 15 day of March, 2017.

13 FENNEMORE CRAIG, P.C.
14 300 South Fourth Street, Ste. 1400
15 Las Vegas, NV 89101

16 By: 

17 SAMUEL S. LIONEL, ESQ.
18 Attorneys for Eldorado Hills, LLC, TELD, LLC,
19 PETER ELIADAS, individually and as Trustee
20 of the The Eliades Survivor Trust of 10/30/08;
21 SIGMUND ROGICH, individually and as
22 Trustee of The Rogich Family Irrevocable
23 Trust; IMITATIONS, LLC

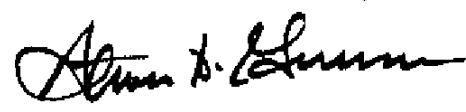
24 ORDER

25 IT IS SO ORDERED this 27 day of March, 2017.

26 
27 DISTRICT COURT JUDGE

1 **CONN**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*


CLERK OF THE COURT
ELECTRONICALLY SERVED
04/06/2017 10:58:53 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

15 Plaintiffs,

16 v.

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

20 Defendants.
21 _____/

22 NOTICE OF CONSOLIDATION

23 NOTICE IS HEREBY GIVEN that a Stipulation for Consolidation and Order was
24 entered by the Honorable Ronald J. Israel consolidating Case No. A-16-746239-C into
25 this matter. See **Exhibit 1**.

26 ///


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28 ///

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

DATED this 5th day of April, 2017.

ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

By: 
MARK G. SIMONS, ESQ.
THERESE M. SHANKS, ESQ.
Attorneys for Nanyah Vegas, LLC

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-5151

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, BELAUSTEGUI, SHARP & LOW, and that on this date I caused to be served a true copy of the **NOTICE OF CONSOLIDATION** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which served the following parties electronically:

Fennemore Craig, P.C.
Samuel Lionel at slionel@fclaw.com

McDonald Law Offices, PLLC
Brandon B. McDonald, Esq. at Brandon@mcdonaldlawyers.com
Charles Barnabi at cj@mcdonaldlawyers.com

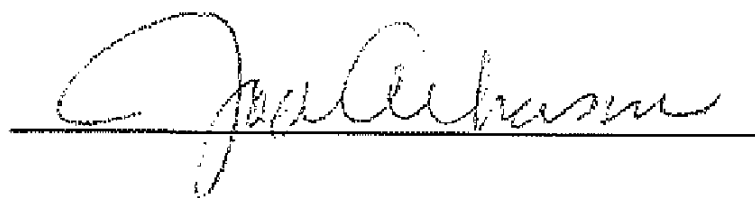
☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ By email addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 5th day of April, 2017.



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EXHIBIT LIST

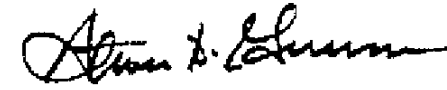
NO.	DESCRIPTION	PAGES
1	Stipulation for Consolidation	4

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Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89505
(775) 329-5151

EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

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

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

Plaintiffs,

v.

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

Defendants.

STIPULATION FOR CONSOLIDATION

The parties by and through their respective counsel and stipulate as follows:

A. DEPARTMENT XXVII, CASE NO. A-13-686303-C.

Carlos Huerta, et al. v. Sig Rogich, et al., was filed in the Eighth Judicial District
Court and assigned Case No. A-13-686303-C (the "Huerta Action"). Nanyah Vegas,
LLC ("Nanyah") asserted a claim for unjust enrichment against Eldorado Hills, LLC

1 ("Eldorado Hills") in the Huerta Action. This Court previously granted summary
2 judgment against Nanyah on the basis that the statute of limitations had run on
3 Nanyah's unjust enrichment claim. The Nevada Supreme Court reversed this Court's
4 decision and remanded the case finding that the application of the statute of limitations
5 was a question of fact. Nanyah's claim therefore remains pending against Eldorado
6 Hills. The trial date in the Huerta Action has not been rescheduled.

7 **B. DEPT. NO.: III, CASE NO.: A-16-746239-C**

8 Nanyah initiated a new action against a number of defendants other than
9 Eldorado Hills in the case Nanyah Vegas, LLC v. TELD, LLC, et al., which was also filed
10 in the Eighth Judicial District Court and assigned Case No. A-16-746239-C (the
11 "Nanyah Action"). Nanyah has asserted new claims against new defendants other than
12 Eldorado Hills in the Nanyah Action, however the new claims in the Nanyah Action have
13 some similar factual issues as contained in the Huerta Action.

14 **C. CONSOLIDATION.**

15 The parties agree that the Huerta Action and the Nanyah Action should be
16 consolidated for all further proceedings. The parties believe that consolidation will
17 minimize the consumption of judicial resources, the resources of the parties and will
18 yield the most expeditious resolution of the claims in the Huerta and Nanyah Actions.
19 The Court is therefore, requested to consolidate the two cases as stated herein. Upon
20 the Court entering its Order consolidating the actions, the defendants in the Nanyah
21 Action shall have twenty (20) days thereafter to file their Answers.

22 **D. NEW CAPTION.**

23 Upon consolidation, the new caption will be as follows:

24 ///

25 ///

26 ///

27 ///

28 ///

Robison, Belknap, & Low
71 Washington St.
Reno, NV 89503
(775) 329-3131

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

5 Plaintiffs,

6 v.

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

10 Defendants.

11 _____
12 NANYAH VEGAS, LLC, a Nevada limited
liability company,

13 Plaintiff,

14 v.

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

20 Defendants.

21 _____

22 ///

23 ///

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CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

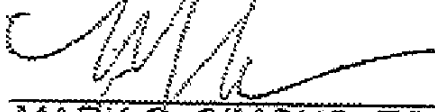
CASE NO.: A-16-746239-C

Robison, Belauskagui,
Sharp & Low
21 Washington St.
Reno, NV 89503
(775) 325-5151

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

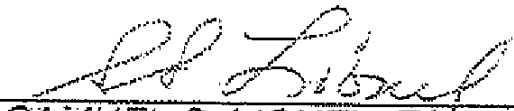
3 DATED this 17th day of March, 2017.

4 ROBISON, BELAUSTEGUI, SHARP & LOW
5 A Professional Corporation
6 71 Washington Street
7 Reno, Nevada 89503

8 By: 
9 MARK G. SIMONS, ESQ.
10 THERESE M. SHANKS, ESQ.
11 Attorneys for Nanyah Vegas, LLC

12 DATED this 15 day of March, 2017.

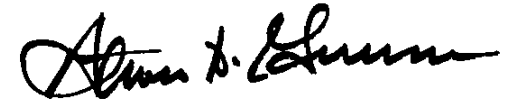
13 FENNEMORE CRAIG, P.C.
14 300 South Fourth Street, Ste. 1400
15 Las Vegas, NV 89101

16 By: 
17 SAMUEL S. LIONEL, ESQ.
18 Attorneys for Eldorado Hills, LLC, TELD, LLC,
19 PETER ELIADAS, individually and as Trustee
20 of the The Eliades Survivor Trust of 10/30/08;
21 SIGMUND ROGICH, individually and as
22 Trustee of The Rogich Family Irrevocable
23 Trust, IMITATIONS, LLC

24 ORDER
25 IT IS SO ORDERED this 27 day of March, 2017.

26 
27 DISTRICT COURT JUDGE
28

Robison, Belaustegui,
Sharp & Low
71 Washington St
Reno, NV 89503
(775) 329-8151



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

17 Plaintiffs,

18 v.

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

24 Defendants.

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

27 Plaintiff,

28 v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DEFENDANTS' ANSWER TO
COMPLAINT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants TELD, LLC, Peter Eliades, individually and as Trustee of The Eliades
2 Survivor trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family
3 Irrevocable Trust and Imitations, LLC ("Defendants"), by and through their counsel of record,
4 Samuel S. Lionel of the law firm of Fennemore Craig, P.C., hereby answers the Complaint
5 ("Complaint") filed by Plaintiff Nanyah Vegas, LLC ("Plaintiff") as follows:

- 6 1. Admit the allegations in Paragraph 1.
- 7 2. Admit the allegations in Paragraph 2.
- 8 3. Admit the allegations in Paragraph 3.
- 9 4. Admit the allegations in Paragraph 4.
- 10 5. Admit the allegations in Paragraph 5.
- 11 6. Admit the allegations in Paragraph 6.
- 12 7. Admit the allegations in Paragraph 7.
- 13 8. Allege they are without knowledge or information sufficient to form a belief as to
14 the truth of the allocations in Paragraph 8.
- 15 9. Admit the allegations in Paragraph 9.
- 16 10. Admit the allegations in Paragraph 10.
- 17 11. Deny the allegations in Paragraph 11.
- 18 12. Admit that the two members contributed to loan payments and deny all other
19 allegations in Paragraph 12.
- 20 13. Deny the allegations in Paragraph 13.
- 21 14. Deny the allegations in Paragraph 14.
- 22 15. Deny the allegations in Paragraph 15.
- 23 16. Deny the allegations in Paragraph 16.
- 24 17. Deny the allegations in Paragraph 17.
- 25 18. Allege they are without knowledge or information sufficient to form a belief as to
26 the truth of the allocations in Paragraph 18.
- 27 19. Deny the allegations in Paragraph 19.
- 28 20. Allege Eldorado did not receive an investment from Nanyah, Nanyah did not have

1 ownership interest in Eldorado, recognized Ray and Eddyline as members of Eldorado and deny
2 all other allegations in Paragraph 20.

3 21. Admit the allegations in Paragraph 21.

4 22. Admit that Go Global agreed to sell its interest in Eldorado and deny all other
5 allegations in Paragraph 22.

6 23. Admit that on or about October 30, 2008, the Rogich Trust entered into a Purchase
7 Agreement whereby the Rogich Trust agreed to acquire the membership interest of Go Global
8 and Carlos Huerta in Eldorado.

9 24. Deny the allegations in Paragraph 24.

10 25. Deny the allegations in Paragraph 25 and allege Nanyah did not make investments
11 in Eldorado.

12 26. Deny the allegations in Paragraph 26.

13 27. Deny the allegations in Paragraph 27 and allege that Nanyah did not have a
14 membership interest in Eldorado.

15 28. Deny the allegations in Paragraph 28.

16 29. Deny the allegations in Paragraph 29 and allege that Nanyah did not have a
17 membership interests in Eldorado.

18 30. Deny the allegations in Paragraph 30.

19 31. Deny the allegations in paragraph 31 and allege the Purchase Agreement speaks
20 for itself and deny any allegations inconsistent therewith.

21 32. Deny the allegations in Paragraph 32 and allege the Purchase Agreement speaks
22 for itself and deny any allegations inconsistent therewith.

23 33. Admit the allegations in Paragraph 33.

24 34. Deny the allegations in Paragraph 34.

25 35. Deny the allegations in Paragraph 35 and allege the Purchase Agreement speaks
26 for itself and deny any allegations inconsistent therewith.

27 36. Deny the allegations in Paragraph 36 and allege that Nanyah did not have a
28 membership interest in Eldorado.

- 1 37. Admit the allegations in Paragraph 37.
- 2 38. Admit the allegations in Paragraph 38.
- 3 39. Answering Paragraph 39 allege that Sigmund Rogich was a party to the Teld
- 4 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 5 40. Answering Paragraph 40 allege that Peter Eliades was a party to the Teld
- 6 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 7 41. Admit the allegations in Paragraph 41.
- 8 42. Admit the allegations in Paragraph 42.
- 9 43. Answering Paragraph 43 allege that Sigmund Rogich was a party to the
- 10 Flangas Agreement solely for the limited agreement set forth in the Flangas Agreement.
- 11 44. Admit the allegations in Paragraph 44.
- 12 45. Answering Paragraph 45 allege the terms of the Teld Agreement and Flangas
- 13 Agreement speak for themselves and any allegation inconsistent therewith is denied.
- 14 46. Answering Paragraph 46 allege each of the loan agreements speak for itself and
- 15 any allegation inconsistent therewith is denied.
- 16 47. Answering Paragraph 47 allege each of the Membership Agreements speak for
- 17 itself and any allegation inconsistent therewith is denied.
- 18 48. Admit the allegations in Paragraph 48.
- 19 49. Answering Paragraph 49 allege the Subscription Agreement speaks for itself and
- 20 any allegation inconsistent therewith is denied.
- 21 50. Deny Paragraph 50 and allege the Purchase Agreement and Membership
- 22 Agreements speak for themselves and any allegation inconsistent therewith is denied.
- 23 51. Deny Paragraph 51 and allege the Purchase Agreement and Membership
- 24 Agreement speak for themselves and any allegation inconsistent therewith is denied..
- 25 52. Admit the allegations in Paragraph 52.
- 26 53. Admit the allegations in Paragraph 53.
- 27 54. Admit the allegations in Paragraph 54.
- 28 55. Answering Paragraph 55 allege that each of the Purchase Agreement and

1 Membership Agreements speak for themselves and deny any allegation inconsistent therewith and
2 further allege Nanyah and Antonio did not have membership interests in Eldorado.

3 56. Deny Paragraph 56 and allege that the Membership Agreements speak for
4 themselves and deny any allegation inconsistent therewith.

5 57. Deny the allegations in Paragraph 57 and allege that the Rogich Trust had not
6 assumed any responsibility to pay anything to Nanyah or Antonio.

7 58. Deny Paragraph 58 and allege that the Membership Agreements speak for
8 themselves and deny any allegation inconsistent therewith.

9 59. Answering Paragraph 59 allege that Exhibit D to the Membership Agreements
10 speaks for itself and any allegation inconsistent therewith is denied.

11 60. Answering Paragraph 60 allege that Exhibit D to the Membership Agreements
12 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
13 has no financial investments in Eldorado.

14 61. Answering Paragraph 61 allege that Section 8 of the Membership Agreements
15 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
16 did not invest or otherwise advance funds to Eldorado.

17 62. Admit the allegations in Paragraph 62.

18 63. Answering Paragraph 63 allege that the Amended and Restated Operating
19 Agreement speaks for itself and any allegation inconsistent therewith is denied.

20 64. Deny the allegations in Paragraph 64 and allege Flangas ceased being a member in
21 Eldorado and sold its membership interest to Teld and the Rogich Trust.

22 65. Deny the allegations in Paragraph 65.

23 66. Deny the allegations in Paragraph 66.

24 67. Deny the allegations in Paragraph 67.

25 68. Admit that at the end of 2008 the Rogich Trust held a 40% interest in Eldorado
26 and deny the remainder of the allegations in Paragraph 68 and further allege Nanyah never had a
27 membership interest claim or an investment in Eldorado.

28 69. Allege they are without knowledge or information as to the truth of the allegations

1 alleged in Paragraph 69.

2 70. Deny the allegations in Paragraph 70 and allege that the new agreement speaks for
3 itself and any allegation inconsistent therewith is denied.

4 71. Allege they are without knowledge or information as to the truth of the allegations
5 alleged in Paragraph 71.

6 72. Answering Paragraph 72 allege the Eliades Trust Acquisition speaks for itself and
7 any allegation inconsistent therewith is denied.

8 73. Deny the allegations in Paragraph 73.

9 74. Deny the allegations in Paragraph 74.

10 75. Deny the allegations in Paragraph 75 and allege the \$682,000 payment was for the
11 loan when the Flangas stock was bought.

12 76. Deny the allegations in Paragraph 76 and allege it was not a sham transaction.

13 77. Admit the allegations in Paragraph 77.

14 78. Admit the allegations in Paragraph 78.

15 79. Deny the allegations in Paragraph 79 and allege that the Eldorado Resolution
16 speaks for itself and any allegation inconsistent therewith is denied.

17 80. Deny the allegations in Paragraph 80.

18 81. Deny the allegations in Paragraph 81 and allege the Eliades Acquisition Trust
19 speaks for itself and any allegation inconsistent therewith is denied.

20 82. Admit the allegations in Paragraph 82.

21 83. Allege they are without knowledge or information as the truth of the allegations in
22 Paragraph 83.

23 84. Answering paragraph 84 allege Antonio was never paid for an investment in
24 Eldorado and Ray and Eddyline had Eldorado memberships.

25 85. Repeat and reallage their answers to Paragraphs 1 through 84.

26 86. Deny the allegations in Paragraph 86.

27 87. Deny the allegations in Paragraph 87.

28 88. Deny the allegations in Paragraph 88.

- 1 89. Deny the allegations in Paragraph 89 and allege that the Agreements speak for
2 themselves and any allegation inconsistent therewith is denied.
- 3 90. Deny the allegations in Paragraph 90 and allege Nanyah has no membership in
4 Eldorado.
- 5 91. Deny the allegations in Paragraph 91 and allege Nanyah never had a membership
6 interest in Eldorado.
- 7 92. Deny the allegations in Paragraph 92 and allege Nanyah did not invest in or have a
8 membership interest in Eldorado.
- 9 93. Deny the allegations in Paragraph 93.
- 10 94. Repeat and reallege their answers to paragraphs 1 through 93.
- 11 95. Deny the allegations in Paragraph 95.
- 12 96. Deny the allegations in Paragraph 96.
- 13 97. Deny the allegations in Paragraph 97 and allege Nanyah did not invest in or have a
14 membership interest in Eldorado.
- 15 98. Deny the allegations in Paragraph 98 and allege Nanyah was not an investor in
16 Eldorado.
- 17 99. Deny the allegations in Paragraph 99.
- 18 100. Repeat and reallege their answers to Paragraphs 1 through 99.
- 19 101. Deny the allegations in Paragraphs 101.
- 20 102. Deny the allegations in Paragraph 102.
- 21 103. Deny the allegations in Paragraph 103.
- 22 104. Deny the allegations in Paragraph 104 and allege Nanyah did not invest in
23 Eldorado.
- 24 105. Deny the allegations in Paragraph 105 and allege Nanyah did not invest or have a
25 membership interest in Eldorado.
- 26 106. Deny the allegations in Paragraph 106 and allege Nanyah did not invest in
27 Eldorado.
- 28 107. Deny the allegations in Paragraph 107.

- 1 108. Deny the allegations in Paragraph 108.
- 2 109. Repeat and reallege their answers to Paragraphs 1 through 108.
- 3 110. Deny the allegations in Paragraph 110.
- 4 111. Deny the allegations in Paragraph 111.
- 5 112. Deny the allegations in Paragraph 112.
- 6 113. Deny the allegations in Paragraph 113.
- 7 114. Deny the allegations in Paragraph 114.
- 8 115. Deny the allegations in Paragraph 115.
- 9 116. Repeat and reallege their answers to Paragraphs 1 through 115.
- 10 117. Deny the allegations in Paragraph 117 and allege Nanyah never had an
11 ownership interest in Eldorado.
- 12 118. Deny the allegations in Paragraph 118 and allege there were no obligations owed
13 to Nanyah.
- 14 119. Deny the allegations in Paragraph 119 and allege Nanyah was not entitled to
15 receive any interests.
- 16 120. Repeat and reallege their answers to Paragraphs 1 through 119.
- 17 121. Deny the allegations in Paragraph 121 and allege that Nanyah was not a member
18 of Eldorado.
- 19 122. Deny the allegations in Paragraph 122.
- 20 123. Deny the allegations in Paragraph 123.
- 21 124. Repeat and reallege their answers to Paragraphs 1 through 123.
- 22 125. Deny the allegations in Paragraph 125.
- 23 126. Deny the allegations in Paragraph 126 and allege Nanyah did not have an interest
24 in Eldorado.
- 25 127. Deny the allegations in Paragraph 127 and allege that Nanyah had no interest in
26 Eldorado.
- 27 128. Deny the allegations in Paragraph 128.
- 28 129. Deny the allegations in Paragraph 129.

- 1 130. Deny the allegations in Paragraph 130.
- 2 131. Repeat and reallege their answers to Paragraphs 1 through 130.
- 3 132. Deny the allegations in paragraph 132 and allege Nanyah had no investment in
- 4 Eldorado.
- 5 133. Deny the allegations in Paragraph 133 and allege Nanyah had no membership
- 6 interest in Eldorado nor were any amounts owed to it.
- 7 134. Deny the allegations in Paragraph 134.
- 8 135. Allege they are without knowledge or information sufficient to form a belief as to
- 9 the truth of the allegations in Paragraph 135.
- 10 136. Repeat and allege their answers to Paragraphs 1 through 135.
- 11 137. Deny the allegations in Paragraph 137.
- 12 138. Deny the allegations in Paragraph 138 and allege Nanyah has not had a
- 13 membership in Eldorado
- 14 139. Deny the allegations in Paragraph 139 and allege Nanyah had made no investment
- 15 in Eldorado.
- 16 140. Deny the allegations in Paragraph 140.

17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**

19 The Complaint fails to state a claim against any of the Defendants.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Plaintiff's purported claims are barred by applicable statutes of limitations.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Plaintiff's purported claims are barred by the doctrine of waiver.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Plaintiff's purported claims are barred by the doctrine of estoppel.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 Plaintiff's purported claims are barred by the doctrine of claim preclusion.

28

1 SIXTH AFFIRMATIVE DEFENSE

2 Defendants have always acted in good faith and fairly.

3 SEVENTH AFFIRMATIVE DEFENSE

4 The alleged Membership Agreements are null and void and of no effect.

5 EIGHTH AFFIRMATIVE DEFENSE

6 Defendants are informed and believe and on such basis allege they may have defenses
7 available which are not fully known and of which Defendants are not presently aware.
8 Defendants reserve the right to raise and assert additional defenses after such defenses have been
9 ascertained.

10 WHEREFORE Defendants pray that the Complaint be dismissed with prejudice and the
11 Defendants be awarded their attorney fees and costs.

12 FENNEMORE CRAIG, P.C.

13
14 By: 

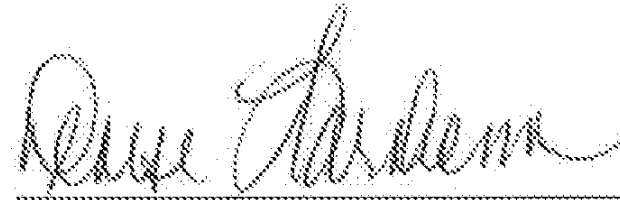
15 Samuel S. Monel, Esq. (NV Bar No. 1766)
16 300 South Fourth Street, Suite 1400
17 Las Vegas, Nevada 89101
18 Telephone: (702) 692-8000
19 Facsimile: (702) 692-8099
20 E-mail: smonel@fclaw.com
21 *Attorneys for Defendants*
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23
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1 CERTIFICATE OF SERVICE

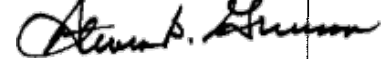
2 I hereby certify that a copy of the **DEFENDANTS ANSWER TO COMPLAINT** was
3 served upon the following person(s) either by electronic transmission through the Wiznet system
4 pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known
5 address, first class mail, postage prepaid for non-registered users, on this 24th day of April, 2017
6 as follows:

7 Mark Simons, Esq.
8 Robison, Belaustegui, Sharp & Low
9 A Professional Corporation
71 Washington Street
Reno, Nevada 89503
10 msimons@rbsllaw.com

[x] Via E-service
[] Via U.S. Mail (Not registered with
CM/ECF Program)

11 

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13 An employee of Fennemore Craig, P.C.
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JCCR
Mark G. Simons, Esq. (SBN 5132)
ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7941
Email: msimons@rbsllaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

Plaintiff,

v.

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

**JOINT CASE CONFERENCE
REPORT**

Defendants.

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

12924229

1 **JOINT CASE CONFERENCE REPORT**

2 DISCOVERY PLANNING/DISPUTE
3 CONFERENCE REQUESTED
4 Yes: No: X

5 **I. PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT.**

6 A. Date of filing Complaint: November 4, 2016.

7 B. Date of filing and service of Answer by Defendants: Defendants filed their
8 Answer to Complaint on April 24, 2017. A Stipulation for Consolidation and Order has
9 been entered consolidating the matter with Case No. A-13-686303-C.

10 C. Date that the Early Case Conference was held and who attended:
11 The Early Case Conference was held on April 10, 2017. Mark Simons participated on
12 behalf of Nanyah Vegas, LLC ("Plaintiff"). Samuel Lionel participated on behalf of
13 Defendants.

14 **II. A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH
15 CLAIM FOR RELIEF OR DEFENSE.**

16 **A. Description of the Action:**

17 Plaintiff alleges that in 2007, Nanyah invested \$1.5 million in Eldorado Hills, LLC
18 ("Eldorado") in exchange for a membership interest in that entity. See **Exhibit 1, ¶¶ 16,**
19 **20 (Complaint) ("Compl.")**. Eldorado failed to properly issue Nanyah its membership
20 interest. *Id.* ¶20. Plaintiff has alleged in this action that the Defendants admitted,
21 acknowledged and agreed that Nanyah's membership interest would be honored and
22 Nanyah would either receive a membership interest or be repaid.

23 **B. Plaintiff's Claims for Relief:**

24 Plaintiff's complaint contains the following claims for relief:

- 25 1. Breach of Contract-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades;
26 2. Breach of Implied Covenant of Good Faith and Fair Dealing. Contractual –
27 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades;
28 3. Breach of the Implied Covenant of Good Faith and Fair Dealing, Tortious –
Rogich Trust, Sigmund Rogich, Teld, Peter Eliades;

1 4. Intentional Interference With Contract – Signmund Rogch, Teld, Peter
2 Eliades, Eliades Trust, Imitations;

3 5. Constructive Trust – The Eliades Trust;

4 6. Conspiracy – All Defendants;

5 7. Fraudulent Transfer – NRS 112.180(1)(b);

6 8. Declaratory Relief; and

7 9. Specific Performance.

8 **C. Defenses:**

9 Defendants generally deny liability and assert the following affirmative defenses:

10 1. The Complaint fails to state a claim against any of the Defendants.

11 2. Plaintiff's purported claims are barred by applicable statutes of limitations.

12 3. Plaintiff's purported claims are barred by the doctrine of waiver.

13 4. Plaintiff's purported claims are barred by the doctrine of estoppel.

14 5. Plaintiff's purported claims are barred by the doctrine of claim preclusion.

15 6. Defendants have always acted in good faith and fairly.

16 7. The alleged Membership Agreements are null and void and of no effect.

17 8. Defendants are informed and believe and on such basis allege they may
18 have defenses available which are not fully known and of which Defendants are not
19 presently aware. Defendants reserve the right to raise and assert additional defenses
20 after such defenses have been ascertained.

21
22 **III. LIST OF ALL DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS**
23 **IN THE POSSESSION, CUSTODY OR CONTROL OF EACH PARTY WHICH**
24 **WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR**
25 **AS A RESULT THEREOF:**

26 A. Plaintiff: Plaintiff produced those documents listed in Plaintiff's NRCP
27 16.1 Case Conference Production, a copy of which is attached hereto as **Exhibit 1**.

28 B. Defendants: Defendants produced those documents listed in Defendants'
16.1(a)(1) Initial Disclosures, a copy of which is attached hereto as **Exhibit 2**.

///

1 **IV. LIST ALL WITNESSES IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE**
2 **INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING**
3 **IMPEACHMENT OR REBUTTAL WITNESSES:**

4 A. Plaintiff: Plaintiff identified those witnesses listed in Plaintiff's NRCP 16.1
5 Case Conference Production, a copy of which is attached hereto as Exhibit 1.

6 B. Defendants: Defendants identified those witnesses listed in Defendants'
7 16.1(a)(1) Initial Disclosures, a copy of which is attached hereto as Exhibit 2.

8 **V. DISCOVERY PLAN:**

9 A. What changes, if any, should be made in the timing, form or requirements
10 for disclosures under 16.1(a):

11 None.

12 B. When disclosures under 16.1(a) were made or will be made:

13 1. Plaintiff: April 21, 2017.

14 2. Defendants: April 21, 2017.

15 C. Subjects on which discovery may be needed:

16 All relevant topics as detailed in the pleadings.

17 D. Should discovery be conducted in phases or limited to or focused upon
18 particular issues?

19 No.

20 E. What changes, if any, should be made in limitations on discovery imposed
21 under these rules and what, if any, other limitations should be imposed?

22 None.

23 F. What, if any, other orders should be entered by court under Rule 26(c) or
24 Rule 16(b) and (c):

25 None at this time.

26 G. Estimated time for trial:

27 Seven (7) days.

28 **VI. DISCOVERY AND MOTION DATES:**

A. Dates proposed by the parties:

1. Close of discovery: March 15, 2018.
2. Final date to file motions to amend pleadings or add parties:
December 15, 2017.
3. Final dates for expert disclosures:
 - a. Initial disclosure: December 15, 2017.
 - b. Rebuttal disclosures: January 17, 2018.
4. Last date for filing dispositive motions: February 14, 2018.

VII. JURY DEMAND:

Plaintiff has demanded a trial by jury in this matter.

VIII. INITIAL DISCLOSURES/OBJECTIONS:

None.

This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

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

DATED this 25th day of May, 2017.

ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

By: 

MARK G. SIMONS, ESQ.
THERESE M. SHANKS, ESQ.
Attorneys for Nanyah Vegas, LLC

///

///

///

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DATED this ____ day of May, 2017.

FENNEMORE CRAIG, P.C.
300 South Fourth Street, Ste. 1400
Las Vegas, NV 89101

By: /s/ Samuel S. Lionel
SAMUEL S. LIONEL, ESQ.
*Attorneys for Eldorado Hills, LLC, TELD, LLC,
PETER ELIADAS, individually and as Trustee
of the The Eliades Survivor Trust of 10/30/08;
SIGMUND ROGICH, individually and as
Trustee of The Rogich Family Irrevocable
Trust; IMITATIONS, LLC*

Robison, Befautegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

129242296

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON,
3 BELAUSTEGUI, SHARP & LOW, and that on this date I caused to be served a true copy
4 of the **JOINT CASE CONFERENCE REPORT** on all parties to this action by the
5 method(s) indicated below:
6

7 ☐ by placing an original or true copy thereof in a sealed envelope, with
8 sufficient postage affixed thereto, in the United States mail at Reno,
9 Nevada, addressed to:

10 ☒ I hereby certify that on the date below, I electronically filed the foregoing
11 with the Clerk of the Court by using the CM/ECF system which served
12 the following parties electronically:

13 Fennemore Craig, P.C.
14 Samuel Lionel at slionel@fclaw.com

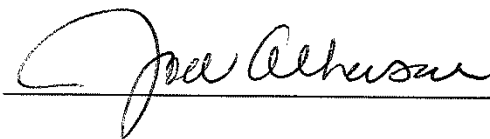
15 ☐ by personal delivery/hand delivery addressed to:

16 ☐ by facsimile (fax) addressed to:

17 ☐ By email addressed to:

18 ☐ by Federal Express/UPS or other overnight delivery addressed to:

19 DATED: This 25th day of May, 2017.
20

21 
22

23 [\\wpdata\mgs\30564.001 (nanyah)\1-new litigation\p-jcr.docx
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25
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Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

129242297

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Plaintiff's Disclosures	5
2	Defendants' Disclosures	5

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

129242298

EXHIBIT 1

EXHIBIT 1

1 **DISC**

2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **NANYAH VEGAS, LLC'S NRCP 16.1 CASE CONFERENCE PRODUCTION**

2 **TO: ALL PARTIES ABOVE-NAMED AND THEIR ATTORNEYS OF RECORD:**

3 Nanyah Vegas, LLC, ("Nanyah") by and through its attorney Mark G. Simons of
4 Robison, Belaustegui, Sharp & Low hereby complies with the provisions of Rule 16.1(a)
5 of the Nevada Rules of Civil Procedure and produce the following documents and
6 information in connection with the early case conference scheduled on April 10, 2017, at
7 the time of 2:00 p.m. at the law offices of counsel for Defendant.
8

9 **I. NRCP 16.1(a)(1)(A) LIST OF WITNESSES.**

- 10 1. Person Most Knowledgeable
11 Nanyah Vegas, LLC
12 c/o Robison, Belaustegui, Sharp & Low
13 71 Washington St.
14 Reno, NV 89503

15 Nanyah Vegas, LLC is the Plaintiff in this matter and is believed to have
16 information concerning all aspects of this litigation.

- 17 2. Person Most Knowledgeable
18 TELD, LLC
19 c/o Fennemore Craig, P.C.
20 300 S. Fourth Street, Ste. 1400
21 Las Vegas, NV 89101

22 TELD, LLC is a Defendant in this matter and is believed to have information
23 concerning certain aspects of this litigation.

- 24 3. Person Most Knowledgeable
25 TELD, LLC
26 c/o Fennemore Craig, P.C.
27 300 S. Fourth Street, Ste. 1400
28 Las Vegas, NV 89101

 TELD, LLC is a Defendant in this matter and is believed to have information
concerning certain aspects of this litigation.

///

///

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

- 1 4. Peter Eliadas, individually and as Trustee of
2 The Eliades Survivor Trust of 10/30/08
3 c/o Fennemore Craig, P.C.
4 300 S. Fourth Street, Ste. 1400
5 Las Vegas, NV 89101

6 Mr. Eliadas is a Defendant in this matter and is believed to have information
7 concerning certain aspects of this litigation.

- 8 5. Sigmund Rogich, individually and as Trustee of
9 The Rogich Family Irrevocable Trust
10 c/o Fennemore Craig, P.C.
11 300 S. Fourth Street, Ste. 1400
12 Las Vegas, NV 89101

13 Mr. Rogich is a Defendant in this matter and is believed to have information
14 concerning certain aspects of this litigation.

- 15 6. Person Most Knowledgeable
16 Imitations, LLC
17 c/o Fennemore Craig, P.C.
18 300 S. Fourth Street, Ste. 1400
19 Las Vegas, NV 89101

20 Imitations, LLC is a Defendant in this matter and is believed to have information
21 concerning certain aspects of this litigation.

22 **I. NRCP 16.1(a)(1)(B) DOCUMENT PRODUCTION.**

23 Nanyah produces a CD containing copies of the following documents:

<u>NO.</u>	<u>DESCRIPTION</u>	<u>BATES</u>
1	10/30/08 Purchase Agreement	NAN_000001-11
2	10/30/08 Teld, LLC Membership Interest Purchase Agreement	NAN_000012-101
3	10/30/08 Flangas Membership Interest Purchase Agreement	NAN_000102-192
4	Eldorado Hills, LLC Amended and Restated Operating Agreement	NAN_000193-206

5	10/30/08 Teld to Rogich Membership Interest Assignment Agreement	NAN_000207-213
6	Eldorado Hills, LLC First Amendment and Restated Operating Agreement	NAN_000214-216
7	1/1/12 Rogich to Eliades Membership Interest Assignment Agreement	NAN_000217-222
8	1/1/12 Unanimous Written Consent of the Managers of Eldorado Hills, LLC	NAN_000223-224
9	1/1/12 Satisfaction of Promissory Note and Release of Security	NAN_000225
10	Peter Eliades 8/10/12 \$682,080.00 check to Rogich	NAN_000226
11	Rogich 8/16/12 \$682,080.00 check to Eliades	NAN_000227
12	8/9/12 Eliades to Rogich Membership Interest Assignment Agreement (Imitations)	NAN_000228-233

III. NRCP 16.1(a)(1)(C) DISCLOSURE.

1. See Damages identified in Nanyah's Complaint. As interest is continuing to accrue, Nanyah will supplement its damage calculation on appropriate intervals.

IV. NRCP 16.1(a)(1)(D) DISCLOSURE.

1. There are no applicable insurance policies.

Nanyah reserves the right to supplement it's disclosures as discovery progresses.

DATED this 21st day of April, 2017.

ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

By: 

MARK G. SIMONS, ESQ.
THERESE M. SHANKS, ESQ.
Attorneys for Nanyah Vegas, LLC

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON,
3 BELAUSTEGUI, SHARP & LOW, and that on this date I caused to be served a true
4 copy of the **NANYAH VEGAS, LLC'S NRCP 16.1 CASE CONFERENCE PRODUCTION**
5 on all parties to this action by the method(s) indicated below:
6

7 ☒ by placing an original or true copy thereof in a sealed envelope, with
8 sufficient postage affixed thereto, in the United States mail at Reno,
9 Nevada, addressed to:

10 Samuel Lionel
11 Fennemore Craig, P.C.
12 300 S. Fourth Street, Ste. 1400
13 Las Vegas, NV 89101

14 Brandon McDonald
15 McDonald Law Offices, PLLC
16 2505 Anthem Village Drive, Ste. E-474
17 Henderson, NV 89052

18 Samuel S. Schwartz
19 Bryan A. Lindsay
20 Schwartz Flansburg PLLC
21 6623 Las Vegas Blvd. South, Ste. 300
22 Las Vegas, NV 89119

23 ☐ I hereby certify that on the date below, I electronically filed the foregoing
24 with the Clerk of the Court by using the CM/ECF system which served
25 the following parties electronically:

26 ☐ by personal delivery/hand delivery addressed to:

27 ☐ by facsimile (fax) addressed to:

28 ☐ By email addressed to:

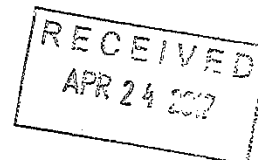
☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 21st day of April, 2017.

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

EXHIBIT 2

EXHIBIT 2



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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS 16.1(a)(1) INITIAL
DISCLOSURES**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FENNEMORE CRAIG

LAS VEGAS

12735201

JA_000857

1 Defendants, Teld, LLC, Peter Eliades, individually and as Trustee of the Eliades Survivor
2 Trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family Irrevocable
3 Trust, and Imitations, LLC, by and through their undersigned attorneys, pursuant to Rule
4 16.1(a)(1) of the Nevada Rules of Civil Procedure, make the following initial disclosures. These
5 initial disclosures are made based on information reasonably available to Defendants at this time,
6 and Defendants expressly reserves the right to supplement, revise and/or correct those
7 disclosures.

8 Nothing in these disclosures shall constitute a waiver of Defendants rights to object to the
9 disclosure or production of information on the basis of relevance, hearsay, privilege, or work
10 product protection, or to object to the admissibility of any documents, electronically stored
11 information, and tangible things (collectively, "Documents") that may be produced. In addition,
12 it is possible that some individuals listed herein may not in fact personally possess significant or
13 relevant information regarding the issues involved in this litigation, or may only have limited
14 knowledge or knowledge which is duplicative of knowledge possessed by others.

15 All the disclosures set forth herein are subject to the above reservations and qualifications.
16 Defendants' disclosures represent its good faith effort at this time to identify information as
17 required by Rule 16.1(a)(1) of the Nevada Rules of Civil Procedure.

18 **Individuals Likely to Have Discoverable Information**

- 19 1. Yoav Harlap
20 c/o Mark Simons, Esq.
21 Robison, Belaustegui, Sharp & Low
22 71 Washington Street
23 Reno, NV 89503
- 24 2. Carlos A. Huerta
25 Sierra Vista Ranches
26 Las Vegas, NV
- 27 3. Sigmund Rogich, individually and as
28 Trustee of the Rogich Family Irrevocable Trust
c/o Samuel S. Lionel, Esq.
Fennemore Craig, P.C.
300 South Fourth Street, Suite 1400
Las Vegas, NV 89101

FENMEMORE CRAIG

LAS VEGAS

- 1 4. Melissa Olivas
2 c/o Samuel S. Lionel, Esq.
3 Fennemore Craig, P.C.
4 300 South Fourth Street, Suite 1400
5 Las Vegas, NV 89101
- 6 5. Peter Eliades, individually and as
7 Trustee of The Eliades Survivor Trust of 10.30.08
8 c/o Samuel S. Lionel, Esq.
9 Fennemore Craig, P.C.
10 300 South Fourth Street, Suite 1400
11 Las Vegas, NV 89101
- 12 6. Kenneth A. Woloson, Esq.
13 1980 Festival Plaza Dr.
14 Suite 300
15 Las Vegas, NV 89135
- 16 7. Summer Rellamas
17 1738 Franklin Chase Terrace
18 Henderson, NV 89012

19 These witnesses are likely to have information discoverable under NCRP 26(b) regarding
20 facts alleged in the Complaint and Answer, including the alleged investment by the Plaintiff in
21 Eldorado Hills, LLC. and the agreements alleged in the Complaint.

22 **B. Description of Documents**

- 23 1. Imitations Transaction Documents.(BATES RT0001-0022)
- 24 2. Purchase Agreement, effective as of October 30, 2008. (BATES RT0023-0033).
- 25 3. Teld Membership Interest Purchase Agreement, effective as of October 30, 2008.
26 (BATES RT0034-0062).
- 27 4. Flangas Trust Membership Interest Purchase Agreement, effective as of October
28 30, 2008. (BATES RT0063-0091).
- 29 5. Teld Membership Assignment Agreement, effective January 1, 2012. (BATES
30 RT0092-0097).
- 31 6. Amended and Restated Operating Agreement of Eldorado Hills, LLC. (BATES
32 RT0098-0114).
- 33 7. Eldorado Hills, LLC General Ledger as of October 29, 2008. (BATES RT0115-
34 0132).
- 35 8. Unanimous Written Consent of the Managers of Eldorado Hills, LLC, effective

FENNEMORE CRAIG

LAS VEGAS

12735201

1 January 1, 2012. (BATES RT0133-0136).

2 9. Promissory Note dated October 30, 2008 in the amount of \$600,000. (BATES
3 RT0137-0138).

4 10. Pledge Agreement effective as of October 30, 2008. (BATES RT0139-0143)

5 11. Satisfaction of Promissory Note and Release of Security dated January 1, 2012.
6 (BATES RT0144)

7 12. Unanimous Written Consent of the Managers of Eldorado Hills, LLC dated June
8 25, 2009. (BATES RT0145)

9 13. Revolving Credit Note dated June 25, 2013. (BATES RT0146-0148)

10 14. Nevada State Bank Statement for Canamax Nevada, LLC. (BATES RT0149-0150)

11 15. Nevada State Bank Statements for Eldorado Hills, LLC. (BATES RT0151-0155)

12 16. Huerta email to Olivas/Rogich. (BATES RT0156-0157)

13 17. 2007 Eldorado Hills, LLC Tax Return. (BATES RT0158-0202)

14 18. Canamex Nevada, LLC Articles of Organization. (BATES RT0203-0206)

15 19. Olivas, Rogich, Woloson, Rellamas emails October 24, 2008 – October 28, 2008.
16 (BATES RT0207 -0217)

17 20. Sig Rogich, Melissa Olivas emails October 22, 2013. (BATES RT0218)

18 21. Go Global, Inc. Profit & Loss 2007. (BATES RT0219)

19 22. Carlos Huerta email to Jennifer/Olivas February 2, 2008. (BATES RT0220-0238)

20 **C. Insurance Agreements in Force (NRCP 16.1 (a)(1)(D))**

21 Defendants are currently unaware of any insurance agreements the disclosure of which
22 would be required by this Rule.

23 Dated: April 14, 2017

24 **FENNEMORE CRAIG, P.C.**

25 By: Samuel S. Lionel

26 Samuel S. Lionel, Esq. (NV Bar No. 1766)
27 300 South Fourth Street, Suite 1400
28 Las Vegas, Nevada 89101
Tel: (702) 692-8000; Fax: (702) 692-8099
E-mail: slionel@fclaw.com
Attorneys for Defendants

FENNEMORE CRAIG

LAS VEGAS

12735201


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the **DEFENDANTS 16.1(a)(1) INITIAL DISCLOSURES** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 21st day of April 2017 as follows:

Mark Simons, Esq.
Robison, Belaustegui, Sharp & Low
A Professional Corporation
71 Washington Street
Reno, Nevada 89503
msimons@rbsllaw.com

☐ Via E-service
☒ Via U.S. Mail


An employee of Fennemore Craig, P.C.

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN INDIVIDUAL; AND
GO GLOBAL, INC., A NEVADA
CORPORATION,
Appellants,
vs.
SIG ROGICH, A/K/A SIGMUND ROGICH, AS
TRUSTEE OF THE ROGICH FAMILY
IRREVOCABLE TRUST; ELDORADO HILLS,
LLC, A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

Supreme Court No. 70492
District Court Case No. A686303

FILED

JUL 31 2017

Elizabeth A. Brown
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDER the judgment of the district court AFFIRMED."

Judgment, as quoted above, entered this 29th day of June, 2017.

IN WITNESS WHEREOF, I have subscribed
my name and affixed the seal of the Supreme
Court at my Office in Carson City, Nevada this
July 26, 2017.

Elizabeth A. Brown, Supreme Court Clerk

By: Dana Richards
Deputy Clerk

A-13-686303-C
CCJA
NV Supreme Court Clerks Certificate/Judgm
4670192



IN THE COURT OF APPEALS OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN
INDIVIDUAL; AND GO GLOBAL, INC.,
A NEVADA CORPORATION,
Appellants,

vs.

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

No. 70492

FILED

JUN 29 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a denial of NRCP 60(b) relief. Eighth Judicial District Court, Clark County; Nancy L. Alf, Judge.

In 2010, appellants declared bankruptcy and listed a potential receivable from respondents on their Schedule B form but not on their Disclosure Statement. A few years later, appellants sued respondents for various civil claims. Respondents moved for summary judgment, arguing that appellants were judicially estopped from bringing these claims because they did not properly list the claims in their bankruptcy. The district court agreed and granted respondent's motion for summary judgment against appellants.¹

Appellants failed to timely appeal the order granting the summary judgment, and instead moved for relief under NRCP 60(b)

¹We do not recount the facts except as necessary to our disposition.

roughly 15 months later. The district court denied the motion. Respondents argue that orders denying Rule 60(b) motions are not independently appealable, but the Nevada Supreme Court has ruled that they are—both in published caselaw and in a prior order in this very appeal. *Holiday Inn Downtown v. Barnett*, 103 Nev. 60, 63, 732 P.2d 1376, 1378-79 (1987); *Huerta v. Sig Rogich*, Docket No. 70492 (Order Denying Motion and Reinstating Briefing, Oct. 6, 2016). Thus, we have jurisdiction to consider appellants' Rule 60(b) arguments. On appeal, appellants argue the district court erred in denying Rule 60(b) relief because it lacked jurisdiction and failed to give preclusive effect to a bankruptcy court order under the principles of res judicata and full faith and credit. Appellants also argue Rule 60(b) relief was necessary because it was no longer equitable to enforce the underlying grant of summary judgment and setting it aside was necessary to prevent manifest injustice. We disagree.

Appellants argue that the order granting summary judgment is void and they should be relieved from the judgment under NRCP 60(b)(4). "For a judgment to be void, there must be a defect in the court's authority to enter judgment through either lack of personal jurisdiction or jurisdiction over subject matter in the suit." *Gassett v. Snappy Car Rental*, 111 Nev. 1416, 1419, 906 P.2d 258, 261 (1995), *superseded by rule on other grounds*, NRCP 12(b), *as stated in Fritz Hansen A/S v. Eighth Judicial Dist. Court*, 116 Nev. 650, 654-56, 6 P.3d 982, 984-85 (2000); *see Landreth v. Malik*, 127 Nev. 175, 179, 251 P.3d 163, 166 (2011) ("[I]f the district court lacks subject matter jurisdiction, the judgment is rendered void."). An order is not void simply because it is erroneous. *See United Student Aid Funds, Inc. v. Espinosa*, 599 U.S. 260, 273-75 (2010) (holding that, although a bankruptcy court committed legal error by not

undertaking a required analysis, such error did not render the order void); see also 11 Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2862 (3d ed. 2012). We review for subject matter jurisdiction de novo. *Ogawa v. Ogawa*, 125 Nev. 660, 667, 221 P.3d 699, 704 (2009).

As a threshold matter, state courts have plenary jurisdiction and may exercise concurrent jurisdiction with federal courts over federal claims. See *John v. Douglas Cty. Sch. Dist.*, 125 Nev. 746, 756, 219 P.3d 1276, 1283 (2009) (“As courts of general jurisdiction, Nevada district courts have the authority to decide federal claims.” (citing *Howlett v. Rose*, 496 U.S. 356, 367 (1990))), superseded by statute on other grounds, NRS 41.660(3)(b); see also *Charles Dowd Box Co. v. Courtney*, 368 U.S. 502, 507 (1962) (“We start with the premise that nothing in the concept of our federal system prevents state courts from enforcing rights created by federal law.”).²

Moreover, “the primary purpose of judicial estoppel is to protect the judiciary’s integrity, and a court may invoke the doctrine at its discretion.” *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 743, 100 P.3d 658, 663 (2004) (citation omitted). Because state district courts are courts of plenary jurisdiction, have authority to apply judicial estoppel, and can consider federal sources of law, the district court had the subject matter

²We further note that federal courts have exclusive jurisdiction only over the bankruptcy petition itself; all other proceedings “may” be heard by a state or federal court. 11 USC § 1334(b); *In re Canion*, 196 F.3d 579, 584 (5th Cir. 1999); see also 13D Charles Alan Wright et. al, *Federal Practice and Procedure* § 3570 (3d ed. 2008) (“[I]n civil proceedings arising in or related to bankruptcy cases, there is concurrent jurisdiction—such matters may be heard by either federal or state courts.”).

jurisdiction to consider whether the disclosure statement judicially estopped appellants from asserting certain civil claims in state court.


Appellants also argue the judgment is void because the district court failed to give full faith and credit to the bankruptcy court and failed to apply the doctrine of res judicata. However, the district court appropriately gave the bankruptcy court's orders full faith and credit by recognizing the disclosure statement's validity for bankruptcy proceedings, and simply concluded that the contents of the disclosure statement warranted invocation of the doctrine of judicial estoppel for the purposes of this state court proceeding—a conclusion under state law that is not inconsistent with the federal bankruptcy orders. And although appellants fail to cogently argue the elements for res judicata on appeal, *see Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006), we note that ruling in appellants' favor would effectively eliminate the possibility of judicial estoppel in all such cases. Such a holding would directly contravene the fundamental principles of judicial estoppel and the caselaw we find persuasive, and we decline to reverse on this basis. *See NOLM*, 120 Nev. at 743, 100 P.3d at 663 ("The primary purpose of judicial estoppel is to protect the judiciary's integrity . . ."); *Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778, 785 (9th Cir. 2001) ("Hamilton's failure to list his claims against State Farm as assets on his bankruptcy schedules deceived the bankruptcy court and Hamilton's creditors, who relied on the schedules to determine what action, if any, they would take in the matter."); *Hay v. First Interstate Bank of Kalispell, N.A.*, 978 F.2d 555, 557 (9th Cir. 1992) ("Failure to give the required notice [in a disclosure statement] estops Desert Mountain and justifies the grant of summary judgment to the defendants.").

Appellants also seek relief based on NRCP 60(b)(5), which allows a court to set aside a judgment that has been satisfied or an injunction that is no longer equitable. But appellants do not explain how the judgment against them has been satisfied, released, discharged, or argue that a prior judgment upon which it is based has been reversed or otherwise vacated. *See Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38. Moreover, appellants' arguments that the grant of summary judgment "functions like an injunction" simply because they may not sue on those claims again is unsupported by legal authority and thus ignored. *See id.* And, although appellants argue all the errors complained of constituted "manifest injustice" sufficient to set the judgment aside, "manifest injustice" is not an independent ground for NRCP 60(b) relief. *See id.* Lastly, appellants list an argument relating to NRCP 54(b) as an issue on appeal, but fail to discuss it. *See id.* Thus, these arguments are ignored on appeal.


In the end, appellants' arguments smack of an attempt to reframe the issue of whether the district court's application of judicial estoppel was proper into a jurisdictional question. Had appellants timely appealed the grant of summary judgment, this court would be in a position to review the wisdom of the district court's application of judicial estoppel. But given that appellants moved for NRCP 60(b) relief more than six months after the notice of entry of judgment was entered, appellants were—and remain—constrained to arguments that the judgment is void, satisfied, or was obtained as a result of fraud upon the court. *See generally* NRCP 60(b); *see also Holiday Inn*, 103 Nev. at 63, 732 P.2d at 1379 (holding that, when NRCP 60(b) relief presents the only basis of appeal, this court is limited to review of NRCP 60(b) relief only and cannot

review the underlying judgment). We cannot conclude that the district court lacked subject matter jurisdiction to engage in the analysis it did, and for the foregoing reasons, we

ORDER the judgment of the district court AFFIRMED.


Silver C.J.


Tao J.


Gibbons J.

cc: Hon. Nancy L. Alf, District Judge
Lansford W. Levitt, Settlement Judge
Schwartz Flansburg PLLC
Law Office of Andrew M. Leavitt, Esq.
Fennemore Craig, P.C./Las Vegas
Eighth District Court Clerk



CERTIFIED COPY
This document is a full, true and correct copy of
the original on file and of record in my office.
DATE July 26, 2017
Supreme Court Clerk, State of Nevada
By [Signature] Deputy

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN INDIVIDUAL; AND
GO GLOBAL, INC., A NEVADA
CORPORATION,
Appellants,
vs.
SIG ROGICH, A/K/A SIGMUND ROGICH, AS
TRUSTEE OF THE ROGICH FAMILY
IRREVOCABLE TRUST; ELDORADO HILLS,
LLC, A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

Supreme Court No. 70492
District Court Case No. A686303

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: July 26, 2017

Elizabeth A. Brown, Clerk of Court

By: Dana Richards
Deputy Clerk

cc (without enclosures):

Hon. Nancy L. Alf, District Judge
Schwartz Flansburg PLLC \ Samuel A. Schwartz
Fennemore Craig, P.C./Las Vegas \ Brenoch R. Wirthlin
Law Office of Andrew M. Leavitt, Esq. \ Andrew M. Leavitt

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on JUL 31 2017.

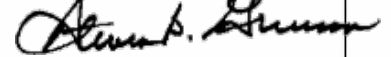
HEATHER UNGERMANN

Deputy District Court Clerk

RECEIVED

JUL 31 2017

CLERK OF THE COURT



1 ANS
2 Samuel S. Lionel, Esq. (Bar No. 1766)
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9 *Attorneys for Defendants*

DISTRICT COURT

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
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

13 Plaintiffs,

14 v.

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

18 Defendants.

19 NANYAH VEGAS, LLC, a Nevada limited
20 liability company,

21 Plaintiff,

22 v.

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

27 Defendants.
28

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DEFENDANTS' FIRST AMENDED
ANSWER TO COMPLAINT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants TELD, LLC, Peter Eliades, individually and as Trustee of The Eliades
2 Survivor trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family
3 Irrevocable Trust and Imitations, LLC ("Defendants"), by and through their counsel of record,
4 Samuel S. Lionel of the law firm of Fennemore Craig, P.C., hereby answers the Complaint
5 ("Complaint") filed by Plaintiff Nanyah Vegas, LLC ("Plaintiff") as follows:

- 6 1. Admit the allegations in Paragraph 1.
- 7 2. Admit the allegations in Paragraph 2.
- 8 3. Admit the allegations in Paragraph 3.
- 9 4. Admit the allegations in Paragraph 4.
- 10 5. Admit the allegations in Paragraph 5.
- 11 6. Admit the allegations in Paragraph 6.
- 12 7. Admit the allegations in Paragraph 7.
- 13 8. Allege they are without knowledge or information sufficient to form a belief as to
14 the truth of the allocations in Paragraph 8.
- 15 9. Admit the allegations in Paragraph 9.
- 16 10. Admit the allegations in Paragraph 10.
- 17 11. Deny the allegations in Paragraph 11.
- 18 12. Admit that the two members contributed to loan payments and deny all other
19 allegations in Paragraph 12.
- 20 13. Deny the allegations in Paragraph 13.
- 21 14. Deny the allegations in Paragraph 14.
- 22 15. Deny the allegations in Paragraph 15.
- 23 16. Deny the allegations in Paragraph 16.
- 24 17. Deny the allegations in Paragraph 17.
- 25 18. Allege they are without knowledge or information sufficient to form a belief as to
26 the truth of the allocations in Paragraph 18.
- 27 19. Deny the allegations in Paragraph 19.
- 28 20. Allege Eldorado did not receive an investment from Nanyah, Nanyah did not have

1 ownership interest in Eldorado, recognized Ray and Eddyline as members of Eldorado and deny
2 all other allegations in Paragraph 20.

3 21. Admit the allegations in Paragraph 21.

4 22. Admit that Go Global agreed to sell its interest in Eldorado and deny all other
5 allegations in Paragraph 22.

6 23. Admit that on or about October 30, 2008, the Rogich Trust entered into a Purchase
7 Agreement whereby the Rogich Trust agreed to acquire the membership interest of Go Global
8 and Carlos Huerta in Eldorado.

9 24. Deny the allegations in Paragraph 24.

10 25. Deny the allegations in Paragraph 25 and allege Nanyah did not make investments
11 in Eldorado.

12 26. Deny the allegations in Paragraph 26.

13 27. Deny the allegations in Paragraph 27 and allege that Nanyah did not have a
14 membership interest in Eldorado.

15 28. Deny the allegations in Paragraph 28.

16 29. Deny the allegations in Paragraph 29 and allege that Nanyah did not have a
17 membership interests in Eldorado.

18 30. Deny the allegations in Paragraph 30.

19 31. Deny the allegations in paragraph 31 and allege the Purchase Agreement speaks
20 for itself and deny any allegations inconsistent therewith.

21 32. Deny the allegations in Paragraph 32 and allege the Purchase Agreement speaks
22 for itself and deny any allegations inconsistent therewith.

23 33. Admit the allegations in Paragraph 33.

24 34. Deny the allegations in Paragraph 34.

25 35. Deny the allegations in Paragraph 35 and allege the Purchase Agreement speaks
26 for itself and deny any allegations inconsistent therewith.

27 36. Deny the allegations in Paragraph 36 and allege that Nanyah did not have a
28 membership interest in Eldorado.

- 1 37. Admit the allegations in Paragraph 37.
- 2 38. Admit the allegations in Paragraph 38.
- 3 39. Answering Paragraph 39 allege that Sigmund Rogich was a party to the Teld
- 4 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 5 40. Answering Paragraph 40 allege that Peter Eliades was a party to the Teld
- 6 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 7 41. Admit the allegations in Paragraph 41.
- 8 42. Admit the allegations in Paragraph 42.
- 9 43. Answering Paragraph 43 allege that Sigmund Rogich was a party to the
- 10 Flangas Agreement solely for the limited agreement set forth in the Flangas Agreement.
- 11 44. Admit the allegations in Paragraph 44.
- 12 45. Answering Paragraph 45 allege the terms of the Teld Agreement and Flangas
- 13 Agreement speak for themselves and any allegation inconsistent therewith is denied.
- 14 46. Answering Paragraph 46 allege each of the loan agreements speak for itself and
- 15 any allegation inconsistent therewith is denied.
- 16 47. Answering Paragraph 47 allege each of the Membership Agreements speak for
- 17 itself and any allegation inconsistent therewith is denied.
- 18 48. Admit the allegations in Paragraph 48.
- 19 49. Answering Paragraph 49 allege the Subscription Agreement speaks for itself and
- 20 any allegation inconsistent therewith is denied.
- 21 50. Deny Paragraph 50 and allege the Purchase Agreement and Membership
- 22 Agreements speak for themselves and any allegation inconsistent therewith is denied.
- 23 51. Deny Paragraph 51 and allege the Purchase Agreement and Membership
- 24 Agreement speak for themselves and any allegation inconsistent therewith is denied..
- 25 52. Admit the allegations in Paragraph 52.
- 26 53. Admit the allegations in Paragraph 53.
- 27 54. Admit the allegations in Paragraph 54.
- 28 55. Answering Paragraph 55 allege that each of the Purchase Agreement and

1 Membership Agreements speak for themselves and deny any allegation inconsistent therewith and
2 further allege Nanyah and Antonio did not have membership interests in Eldorado.

3 56. Deny Paragraph 56 and allege that the Membership Agreements speak for
4 themselves and deny any allegation inconsistent therewith.

5 57. Deny the allegations in Paragraph 57 and allege that the Rogich Trust had not
6 assumed any responsibility to pay anything to Nanyah or Antonio.

7 58. Deny Paragraph 58 and allege that the Membership Agreements speak for
8 themselves and deny any allegation inconsistent therewith.

9 59. Answering Paragraph 59 allege that Exhibit D to the Membership Agreements
10 speaks for itself and any allegation inconsistent therewith is denied.

11 60. Answering Paragraph 60 allege that Exhibit D to the Membership Agreements
12 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
13 has no financial investments in Eldorado.

14 61. Answering Paragraph 61 allege that Section 8 of the Membership Agreements
15 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
16 did not invest or otherwise advance funds to Eldorado.

17 62. Admit the allegations in Paragraph 62.

18 63. Answering Paragraph 63 allege that the Amended and Restated Operating
19 Agreement speaks for itself and any allegation inconsistent therewith is denied.

20 64. Deny the allegations in Paragraph 64 and allege Flangas ceased being a member in
21 Eldorado and sold its membership interest to Teld and the Rogich Trust.

22 65. Deny the allegations in Paragraph 65.

23 66. Deny the allegations in Paragraph 66.

24 67. Deny the allegations in Paragraph 67.

25 68. Admit that at the end of 2008 the Rogich Trust held a 40% interest in Eldorado
26 and deny the remainder of the allegations in Paragraph 68 and further allege Nanyah never had a
27 membership interest claim or an investment in Eldorado.

28 69. Allege they are without knowledge or information as to the truth of the allegations

1 alleged in Paragraph 69.

2 70. Deny the allegations in Paragraph 70 and allege that the new agreement speaks for
3 itself and any allegation inconsistent therewith is denied.

4 71. Allege they are without knowledge or information as to the truth of the allegations
5 alleged in Paragraph 71.

6 72. Answering Paragraph 72 allege the Eliades Trust Acquisition speaks for itself and
7 any allegation inconsistent therewith is denied.

8 73. Deny the allegations in Paragraph 73.

9 74. Deny the allegations in Paragraph 74.

10 75. Deny the allegations in Paragraph 75 and allege the \$682,000 payment was for the
11 loan when the Flangas stock was bought.

12 76. Deny the allegations in Paragraph 76 and allege it was not a sham transaction.

13 77. Admit the allegations in Paragraph 77.

14 78. Admit the allegations in Paragraph 78.

15 79. Deny the allegations in Paragraph 79 and allege that the Eldorado Resolution
16 speaks for itself and any allegation inconsistent therewith is denied.

17 80. Deny the allegations in Paragraph 80.

18 81. Deny the allegations in Paragraph 81 and allege the Eliades Acquisition Trust
19 speaks for itself and any allegation inconsistent therewith is denied.

20 82. Admit the allegations in Paragraph 82.

21 83. Allege they are without knowledge or information as the truth of the allegations in
22 Paragraph 83.

23 84. Answering paragraph 84 allege Antonio was never paid for an investment in
24 Eldorado and Ray and Eddyline had Eldorado memberships.

25 85. Repeat and reallage their answers to Paragraphs 1 through 84.

26 86. Deny the allegations in Paragraph 86.

27 87. Deny the allegations in Paragraph 87.

28 88. Deny the allegations in Paragraph 88.

1 89. Deny the allegations in Paragraph 89 and allege that the Agreements speak for
2 themselves and any allegation inconsistent therewith is denied.

3 90. Deny the allegations in Paragraph 90 and allege Nanyah has no membership in
4 Eldorado.

5 91. Deny the allegations in Paragraph 91 and allege Nanyah never had a membership
6 interest in Eldorado.

7 92. Deny the allegations in Paragraph 92 and allege Nanyah did not invest in or have a
8 membership interest in Eldorado.

9 93. Deny the allegations in Paragraph 93.

10 94. Repeat and reallege their answers to paragraphs 1 through 93.

11 95. Deny the allegations in Paragraph 95.

12 96. Deny the allegations in Paragraph 96.

13 97. Deny the allegations in Paragraph 97 and allege Nanyah did not invest in or have a
14 membership interest in Eldorado.

15 98. Deny the allegations in Paragraph 98 and allege Nanyah was not an investor in
16 Eldorado.

17 99. Deny the allegations in Paragraph 99.

18 100. Repeat and reallege their answers to Paragraphs 1 through 99.

19 101. Deny the allegations in Paragraphs 101.

20 102. Deny the allegations in Paragraph 102.

21 103. Deny the allegations in Paragraph 103.

22 104. Deny the allegations in Paragraph 104 and allege Nanyah did not invest in
23 Eldorado.

24 105. Deny the allegations in Paragraph 105 and allege Nanyah did not invest or have a
25 membership interest in Eldorado.

26 106. Deny the allegations in Paragraph 106 and allege Nanyah did not invest in
27 Eldorado.

28 107. Deny the allegations in Paragraph 107.

- 1 108. Deny the allegations in Paragraph 108.
- 2 109. Repeat and reallege their answers to Paragraphs 1 through 108.
- 3 110. Deny the allegations in Paragraph 110.
- 4 111. Deny the allegations in Paragraph 111.
- 5 112. Deny the allegations in Paragraph 112.
- 6 113. Deny the allegations in Paragraph 113.
- 7 114. Deny the allegations in Paragraph 114.
- 8 115. Deny the allegations in Paragraph 115.
- 9 116. Repeat and reallege their answers to Paragraphs 1 through 115.
- 10 117. Deny the allegations in Paragraph 117 and allege Nanyah never had an
11 ownership interest in Eldorado.
- 12 118. Deny the allegations in Paragraph 118 and allege there were no obligations owed
13 to Nanyah.
- 14 119. Deny the allegations in Paragraph 119 and allege Nanyah was not entitled to
15 receive any interests.
- 16 120. Repeat and reallege their answers to Paragraphs 1 through 119.
- 17 121. Deny the allegations in Paragraph 121 and allege that Nanyah was not a member
18 of Eldorado.
- 19 122. Deny the allegations in Paragraph 122.
- 20 123. Deny the allegations in Paragraph 123.
- 21 124. Repeat and reallege their answers to Paragraphs 1 through 123.
- 22 125. Deny the allegations in Paragraph 125.
- 23 126. Deny the allegations in Paragraph 126 and allege Nanyah did not have an interest
24 in Eldorado.
- 25 127. Deny the allegations in Paragraph 127 and allege that Nanyah had no interest in
26 Eldorado.
- 27 128. Deny the allegations in Paragraph 128.
- 28 129. Deny the allegations in Paragraph 129.

- 1 130. Deny the allegations in Paragraph 130.
- 2 131. Repeat and reallege their answers to Paragraphs 1 through 130.
- 3 132. Deny the allegations in paragraph 132 and allege Nanyah had no investment in
- 4 Eldorado.
- 5 133. Deny the allegations in Paragraph 133 and allege Nanyah had no membership
- 6 interest in Eldorado nor were any amounts owed to it.
- 7 134. Deny the allegations in Paragraph 134.
- 8 135. Allege they are without knowledge or information sufficient to form a belief as to
- 9 the truth of the allegations in Paragraph 135.
- 10 136. Repeat and allege their answers to Paragraphs 1 through 135.
- 11 137. Deny the allegations in Paragraph 137.
- 12 138. Deny the allegations in Paragraph 138 and allege Nanyah has not had a
- 13 membership in Eldorado
- 14 139. Deny the allegations in Paragraph 139 and allege Nanyah had made no investment
- 15 in Eldorado.
- 16 140. Deny the allegations in Paragraph 140.

17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**

19 The Complaint fails to state a claim against any of the Defendants.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Plaintiff's purported claims are barred by applicable statutes of limitations.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Plaintiff's purported claims are barred by the doctrine of waiver.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Plaintiff's purported claims are barred by the doctrine of estoppel.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 Plaintiff's purported claims are barred by the doctrine of claim preclusion.

28

1 **SIXTH AFFIRMATIVE DEFENSE**

2 Defendants have always acted in good faith and fairly.

3 **SEVENTH AFFIRMATIVE DEFENSE**

4 The alleged Membership Agreements are null and void and of no effect.

5 **EIGHTH AFFIRMATIVE DEFENSE**

6 Plaintiff's claims are barred by applicable statutes of fraud.

7 **NINTH AFFIRMATIVE DEFENSE**

8 There is a lack of consideration for Plaintiff's claims.

9 **ELEVENTH AFFIRMATIVE DEFENSE**

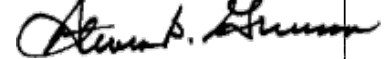
10 Defendants are informed and believe and on such basis allege they may have defenses
11 available which are not fully known and of which Defendants are not presently aware.

12 Defendants reserve the right to raise and assert additional defenses after such defenses have been
13 ascertained.

14 WHEREFORE Defendants pray that the Complaint be dismissed with prejudice and the
15 Defendants be awarded their attorney fees and costs.

16 **FENNEMORE CRAIG, P.C.**

17 By: 
18 Samuel S. Lionel, Esq. (NV Bar No. 1766)
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24 *Attorneys for Defendants*



1 **SUBT**

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

16
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28
DISTRICT COURT
CLARK COUNTY, NEVADA

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

8 Plaintiffs,

9 vs.

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

15 Defendants.

16 NANYA VEGAS, LLC, a Nevada limited
17 liability company,

18 Plaintiff,

19 vs.

20 TELD, LLC, a Nevada limited liability
21 company; PETER ELIADES, individually and
22 as Trustee of The Eliades Survivor Trust of
23 10/30/08; SIGMUND ROGICH, individually
24 and as Trustee of The Rogich Family
25 Irrevocable Trust; IMITATIONS, LLC, a
26 Nevada limited liability company; DOES I-X;
27 and/or ROE CORPORATIONS I-X, inclusive,

28 Defendants.

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

CONSOLIDATED WITH:

Case No. A-16-746239C

BAILEY ♦ KENNEDY
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SUBSTITUTION OF ATTORNEYS

Pursuant to EDCR 7.40, the undersigned attorneys and clients hereby consent to the substitution of Dennis L. Kennedy and Joseph A. Liebman of the law firm Bailey ♦ Kennedy, as attorneys for Defendants PETE ELIADES, THE ELIADES SURVIVOR TRUST OF 10/30/08, TELD, LLC and ELDORADO HILLS, LLC in the place and stead of Samuel S. Lionel of the law firm Fennemore Craig, P.C.

DATED this 24th day of January, 2018.

BAILEY ♦ KENNEDY

By: /s/ Dennis L. Kennedy
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN
Attorneys for Defendants
PETE ELIADES, THE ELIADES
SURVIVOR TRUST OF 10/30/08, TELD,
LLC and ELDORADO HILLS, LLC

DATED this 23 day of January, 2018.

FENNEMORE CRAIG, P.C.

By: [Signature]
SAMUEL S. LIONEL

DATED this 24th day of January, 2018.

[Signature]
PETE ELIADES

THE ELIADES SURVIVOR TRUST OF
10/30/08

By: [Signature]
PETE ELIADES, TRUSTEE

TELD, LLC

By: [Signature]
PETE ELIADES, MANAGING MEMBER

ELDORADO HILLS, LLC

By: [Signature]
PETE ELIADES, MANAGING MEMBER

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 24th day of January, 2018, service of the foregoing **SUBSTITUTION OF ATTORNEYS** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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THERESE M. SHANKS, ESQ.
**ROBISON, SIMONS, SHARP &
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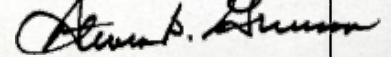
Attorneys for Plaintiff
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SIG ROGICH aka SIGMUND
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY



1 **ORDR**

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

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10 *Attorneys for Defendants*

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER GRANTING MOTION FOR
LEAVE TO AMEND
ANSWER TO COMPLAINT**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

ORDER GRANTING MOTION FOR LEAVE TO AMEND ANSWER TO COMPLAINT

Defendants TELD, LLC, Peter Eliades, individually and as Trustee of The Eliades Survivor trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Defendants"), having filed their MOTION FOR LEAVE TO AMEND ANSWER TO COMPLAINT ("Motion") on December 15, 2017; Plaintiff Nanyah Vegas, LLC ("Plaintiff") having filed its Non Opposition to the Motion on December 18, 2017; the Court having reviewed the Motion and Non Opposition; good cause appearing;

IT IS HEREBY ORDERED that Defendants' Motion for Leave to Amend Answer to Complaint is hereby GRANTED.

IT IS HEREBY FURTHER ORDERED Defendants shall have 10 judicial days from notice of entry of this Order in which to file their Amended Answer to the Complaint.

DATED this 24 day of January, 2018.

Nancy L. Alf
DISTRICT COURT JUDGE
AL

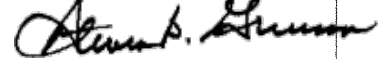
Submitted by:
FENNEMORE CRAIG, P.C.

By: [Signature]
Samuel S. Lionel, Esq. (NV Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Attorneys for Defendants

Approved as to form and content:

ROBISON, SIMONS, SHARP & BRUST

By: [Signature]
Mark Simons, Esq.
Robison, Simons, Sharp & Brust
A Professional Corporation
71 Washington Street
Reno, Nevada 89503
msimons@rssblaw.com



1 SUBT
 2 COHEN|JOHNSON|PARKER|EDWARDS
 3 CHARLES E. ("CJ") BARNABI JR.
 4 Nevada Bar No.: 14477
 5 375 East Warm Springs Road, Ste. 104
 6 Las Vegas, Nevada 89119
 7 Telephone: (702) 823-3500
 8 Facsimile: (702) 823-3400
 9 Attorneys for Plaintiffs, Carlos A. Huerta,
 10 individually and as Trustee of The Alexander
 11 Christopher Trust and Go Global, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

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

Plaintiff,

v.

25 TELD, LLC, a Nevada limited liability company;
 26 PETER ELIADES, individually and as Trustee
 27 of the The Eliades Survivor Trust of 10/30/08;
 28 SIGMUND ROGICH, individually and as
 Trustee of The Rogich Family Irrevocable Trust;

Case No.: A-13-686303-C

Dept. No.: XXVII

CONSOLIDATED WITH:

Case No.: A-16-746239-C

Dept. No.: XXVII

SUBSTITUTION OF ATTORNEYS

IMITATIONS, LLC, a Nevada limited liability
company; DOES I-X; and/or ROE
CORPORATIONS I-X, inclusive,

Defendants.


SUBSTITUTION OF ATTORNEYS

Pursuant to EDCR 7.40(b)(1), Samuel S. Schwartz, Esq., on behalf Schwartz Flansburg, PLLC (the "Firm") hereby stipulates to the withdrawal of the Firm as attorneys of record for Plaintiffs, Carlos A. Huerta, individually and as Trustee of The Alexander Christopher Trust and Go Global, Inc.

Dated this 31st day of January 2018.

SCHWARTZ FLANSBURG, PLLC

By:


Samuel A. Schwartz, Esq.
Nevada Bar No.: 10985
6623 Las Vegas Blvd. South, Ste. 300
Las Vegas, NV 89119

Plaintiffs, hereby stipulate to the appearance of Charles E. ("CJ") Barnabi, Esq. of Cohen Johnson Parker Edwards, as attorneys of record for Plaintiffs, Carlos A. Huerta, individually and as Trustee of The Alexander Christopher Trust and Go Global, Inc. and hereby consents to the withdrawal of representation by Schwartz Flansburg, PLLC as attorneys of record.

Dated this 30 day of January 2018.



By: Carlos Huerta, individually and as
Trustee of The Alexander Christopher Trust and Go
Global, Inc.

///

1 CJ Barnabi, Esq. of Cohen Johnson Parker Edwards, hereby enters this appearance as
2 attorney of record on behalf of Plaintiffs, Carlos A. Huerta, individually and as Trustee of The
3 Alexander Christopher Trust and Go Global, Inc.

4 Dated this 30th day of January 2018.

5 COHEN|JOHNSON|PARKER|EDWARDS
6

7 By: /s/ CJ Barnabi
8 Charles E. ("CJ") Barnabi Jr.
9 Nevada Bar No.: 14477
10 375 E. Warm Springs Road, Suite 104
11 Las Vegas, Nevada 89119
12 *Attorneys for Carlos A. Huerta,*
13 *individually and as Trustee of The Alexander*
14 *Christopher Trust and Go Global, Inc.*
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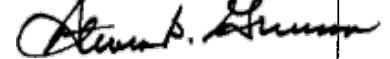
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of January 2018, I served a copy of the foregoing SUBSTITUTION OF ATTORNEYS upon each of the following persons via the Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05:

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Samuel A. Schwartz.	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
Therese M. Shanks	tshanks@rbsllaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

Dated this 31st day of January 2018.

/s/ CJ Barnabi
An employee of Cohen Johnson Parker Edwards



1 **SUBT**

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

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

20 Plaintiffs,

21 v.

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

27 Defendants.

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

Plaintiff,

v.

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

SUBSTITUTION OF COUNSEL

Defendants.

SIMONS LAW
6490 So. McCarran
Blvd., #20
Reno, Nevada, 89509
(775) 785-0088

1
2 **SUBSTITUTION OF COUNSEL**

3 Robison, Simons, Sharp & Brust, attorneys of record for Nanyah Vegas, LLC
4 ("Nanyah"), hereby consent to the substitution of Mark G. Simons and Simons Law, PC,
5 as attorney for Nanyah in the above-entitled matter in their place and stead.

6 DATED this 12th day of February, 2018.

7
8 ROBISON, SIMONS, SHARP & BRUST
9 71 Washington St.
10 Reno, NV 89503

11 Therese M. Shanks
12 THERESE M. SHANKS
13 Attorney for Nanyah Vegas, LLC

14 Mark G. Simons of Simons Law, PC, does hereby agree to be substituted in the
15 place of Robison, Simons, Sharp & Brust, as attorney for Nanyah in the above-entitled
16 matter.

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

19 DATED this 14th day of February, 2018.

20 SIMONS LAW
21 A Professional Corporation
22 6490 So. McCarran Blvd., #20
23 Reno, Nevada, 89509

24 Mark G. Simons
25 MARK G. SIMONS
26 Attorney for Nanyah Vegas, LLC

27 ///

28 ///

///

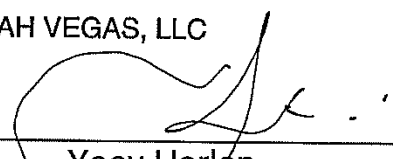
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Nanyah Vegas, LLC, hereby consents to the substitution of Mark G. Simons of
Simons Law, PC, as its attorney of record.

DATED this _____ day of February, 2018.

NANYAH VEGAS, LLC

By: 
Its: Yoav Harlap
Owner

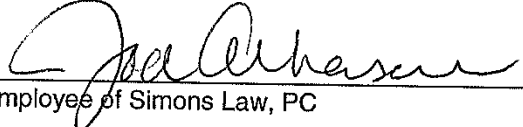
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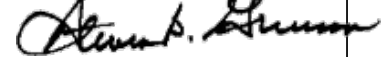
CERTIFICATE OF SERVICE

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

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CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 21 day of February, 2018.


Employee of Simons Law, PC



1 **MSJ**

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

4 **FENNEMORE CRAIG, P.C.**
5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

7 Tel.: (702) 692-8000

8 Fax: (702) 692-8099

9 Email: slionel@fclaw.com

10 *Attorneys for Sigmund Rogich*
11 *and Imitations, LLC*

DISTRICT COURT

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,

Plaintiffs,

v.

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

Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

MOTION FOR SUMMARY JUDGMENT

DATE OF HEARING: _____

TIME OF HEARING: _____

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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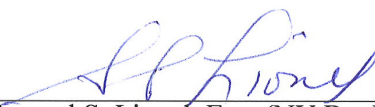
MOTION FOR SUMMARY JUDGMENT

Defendants SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust and IMITATIONS, LLC (“Rogich Defendants”) moves the Court for an Order Granting Summary Judgment dismissing each of the nine claims brought by NANYAH VEGAS, LLC (“Nanyah”) on the ground that this action was not commenced within the time provided by relevant statutes of limitations and other grounds.

The Motion is made and based on the Declaration of Samuel S. Lionel (*Exhibit 1*) Rogich Defendants’ Points and Authorities and the exhibits set forth in support of Rogich Defendants’ Points and Authorities.

DATED this 23 day of February, 2018.

FENNEMORE CRAIG, P.C.

By: 
Samuel S. Lionel, Esq. (NV Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
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Facsimile: (702) 692-8099
E-mail: slionel@fclaw.com
*Attorneys for Sigmund Rogich
and Imitations, LLC*

///

1 **NOTICE OF MOTION**

2 **TO: ALL INTERESTED PARTIES; AND**

3 **TO: THEIR ATTORNEYS**

4 Please take notice that the undersigned will bring the above **MOTION FOR SUMMARY**
5 **JUDGMENT** on for hearing before this Court at 28 on March, 2018 at 10:00
6 a.m. or as soon as counsel can be heard.

7
8 DATED this 23 day of February, 2018.

9
10 **FENNEMORE CRAIG, P.C.**

11
12 By: 

13 Samuel S. Lionel, Esq. (NV Bar No. 1766)
14 Brenoch Wirthlin, Esq. (Bar No. 10282)
15 300 South Fourth Street, Suite 1400
16 Las Vegas, Nevada 89101
17 Telephone: (702) 692-8000
18 Facsimile: (702) 692-8099
19 E-mail: slionel@fclaw.com
20 *Attorneys for Sigmund Rogich*
21 *and Imitations, LLC*

22 **I. PRELIMINARY STATEMENT**

23 This action is a consolidated proceeding of two actions. The first action (Case No. A-13-
24 686303-C), which commenced on July 31, 2013, contains 4 causes of action ("claims"), including
25 one claim for unjust enrichment brought on behalf of Nanyah.¹ This action, which commenced
26 on November 4, 2016, alleges nine Nanyah claims against six other Defendants.

27 This Motion for Summary Judgment is based primarily on relevant Statutes of Limitations
28 which provide for actions to be brought within periods of three, four and six years. It is Rogich
Defendants' position that Nanyah's claims were not brought until eight years after they had
accrued. Therefore summary judgment should be granted, dismissing each of the nine claims.
Rogich Defendants' Motion will also consider Nanyah's claims on substantive grounds.

Yoav Harlap, an Israeli, is the Manager of Nanyah. See Yoav Harlap's Deposition from

¹ There is misjoinder of causes of action in the first action.

1 October 11, 2017 attached as *Exhibit 3*, at 50:16-20. Nanyah has never had any employees, office
2 or bank accounts. *Exhibit 3*, at 51:10-16. He is the sole investor in Nanyah. *Exhibit 3*, at 56:19-
3 24. He is a sophisticated investor. *Exhibit 3*, at 56:15-18. He has investments all over the world.
4 *Exhibit 3*, at 53:18-20. He has “so many investments I do not look at all these papers.” *Exhibit 3*,
5 at 52:19-20. He is pitched deals several times a week, all year long. When he was given a
6 investment pitch in Israel in 2007 by Carlos Huerta (“Huerta”) to invest, it was just another pitch.
7 *Exhibit 3*, at 61:4-6.

8 **II. MATERIAL FACTS PURSUANT TO NRCP 56(c)**

- 9 1. Plaintiff’s First Claim for Breach of Contract was filed more than six years after it
10 accrued.
- 11 2. Plaintiff’s Second Claim for Breach of the Implied Covenant of Good Faith and Fair
12 Dealing, Contractual was filed more than four years after it accrued.
- 13 3. Plaintiff’s Third Claim for Breach of the Implied Covenant of Good Faith and Fair
14 Dealing, Tortious was filed more than four years after it accrued and Nanyah does not
15 have the requisite fiduciary relationship.
- 16 4. Plaintiff’s Fourth Claim for Intentional Interference with Contract was filed more than
17 three years after it accrued.
- 18 5. Plaintiff’s Fifth Claim for Constructive Trust was filed more than four years after it
19 accrued and Nanyah does not have the confidential relationship required.
- 20 6. Plaintiff’s Sixth Claim for Conspiracy was filed more than four years after it accrued
21 and there is no evidence that the Defendants agreed by concerted action to accomplish
22 an unlawful object for the purpose of harming Nanyah.
- 23 7. Plaintiff’s Seventh Claim for Fraudulent Transfer was filed more than four years after
24 it accrued and there is no evidence proving that the transfer was made with the actual
25 intent to hinder, delay or defraud Nanyah.
- 26 8. Plaintiff’s Eighth Claim for Declaratory Relief, based on a contract, is subject to a six
27 year limitation period. Nanyah’s Eighth Claim was filed more than six years after it
28 accrued and does not set forth a current judicial controversy.
9. Plaintiff’s Ninth Claim for Specific Performance was filed more than six years after it

1 accrued and there is no provision in any agreement which provides for Nanyah to have
2 a membership interest in Eldorado.

3 **III. THE PURCHASE AGREEMENT**

4 In 2008, the Rogich Family Irrevocable Trust ("Rogich Trust"), Huerta and his wholly
5 owned Go Global, Inc. ("Go Global") were equal owners of Eldorado Hills, LLC ("Eldorado"), a
6 company which owned approximately 160 acres of real property in Clark County, Nevada.² In a
7 Purchase Agreement, effective October 30, 2008 ("Purchase Agreement" or "Exhibit 2"), Huerta
8 and Go Global agreed to sell their interest to the Rogich Trust. See Purchase Agreement attached
9 as *Exhibit 2*.

10 Exhibit 2 provides that the membership interest of the Seller, "as well as the ownership
11 interest of the Buyer, may be subject to certain potential claims of those entities set forth and
12 attached hereto in Exhibit 'A' and incorporated herein by this reference" ("Potential Claimants").

13 Exhibit A to the Purchase Agreement provides as follows:

14 **POTENTIAL CLAIMANTS**

- | | | |
|----|---|----------------|
| 15 | 1. Eddyline Investments, LLC (potential investor or debtor) | \$ 50,000.00 |
| 16 | 2. Ray Family Trust (potential investor or debtor) | \$ 285,561.60 |
| 17 | 3. Nanyah Vegas, LLC (through CanaMex Nevada, LLC) | \$1,500,000.00 |
| 18 | 4. Antonio Nevada, LLC/Jacob Feingold | \$3,360,000.00 |

19 Also effective October 30, 2008, are the Membership Interest Purchase Agreement ("Teld
20 Agreement") attached as *Exhibit 4*, the Membership Interest Purchase Agreement ("Flangas
21 Agreement") attached as *Exhibit 5*, and the Amended and Restated Operating Agreement of
22 Eldorado Hills, LLC ("Eldorado Operating Agreement") attached as *Exhibit 6*. The Membership
23 Interest Assignment Agreement dated January 1, 2012, is attached as *Exhibit 7*.

24 **IV. STATUTES OF LIMITATIONS**

25 In Peterson v. Bruen, 106 Nev. 271, 273, 792 P.2d 18, 19 (1990), the Court held:

26 "In resolving the issue before us, it is necessary to consider the purposes
27 served by statutes of limitation. Justice Holmes succinctly stated that the
28 primary purpose of such statutes is to "[prevent] surprises through the
revival of claims that have been allowed to slumber until evidence has
been lost, memories have faded, and witnesses have disappeared."
Telegraphers v. Ry. Express Agency, 321 U.S. 342, 348-349, 64 S.Ct.
582, 586, 88 L.Ed. 768 (1944)."

² There was a small minority ownership in Eldorado.

1 In Nevada State Bank v. Jamison Family Partnership, 106 Nev. 792, 798, 801 P.2d 1377,
2 1381 (1990), the Court held:

3 "...statutes of limitation embody important public policy considerations
4 in that they stimulate activity, punish negligence, and promote repose by
5 giving security and stability to human affairs. Thus, statutes of limitation
6 rest upon reasons of sound public policy in that they tend to promote the
7 peace and welfare of society, safeguard against fraud and oppression, and
8 compel the settlement of claims within a reasonable period after their
9 origin and while the evidence remains fresh in the memory of the
10 witnesses."

11 Both quotations are applicable to Nanyah's stale claims. Yoav Harlap testified:

12 "A. I don't remember what happened in 2006 or '7...or '8."
13 *Exhibit 3*, at 111:10-12.

14 "Q. Why did you wait so long to sue?
15 MR. SIMONS: Which time?

16 A. What do you mean by 'so long'? I think I am suing within the time frame that I'm
17 permitted to. Why is it too long?

18 Q. Is that your reason?

19 A. My reasons are to be kept between me and my attorney. This is privileged
20 information.

21 Q. Is that the only answer you can give me?

22 A. I think so."

23 *Exhibit 3*, at 92:25-93:10.

24 ARGUMENT

25 **A. THE PURCHASE AGREEMENT (EXHIBIT 2) AND NANYAH**

26 Mr. Harlap was a difficult deposition witness. He frequently answered that his lawyer
27 spoke for him or that the question involved a legal issue and he was not competent to respond.
28 Some examples from Mr. Harlap's deposition testimony are as follows:

29 "Q. So you assumed that at the time?

30 A. Perhaps I assumed at the time. Perhaps not. I don't know. I don't remember what
31 happened in 2006 or '7.

32 Q. You don't remember?

33 A. Or '8. Are we between questions?"

34 *Exhibit 3*, at 111:8-13.

35 ///

1 "A. You're relating, again, to an agreement, and I'm not going to answer you in
2 regarding to the agreement whether it's establishing my rights. But my rights are
3 established, to the best of my understanding, based on the position of my
attorney."

Exhibit 3, at 27:22-28:1.

4 "A. The answer is that, according to my lawyer, they have failed in this respect, and so
5 I do."

Exhibit 3, at 140:22-24.

6 "A. I rely on that and on the explanation of my legal counsel..."

Exhibit 3, at 132:16-17.

7 "A. ...I have no way of saying what I understand from the Hebrew translation of what
8 is written here to the legal meaning of it."

Exhibit 3, at 130:19-21.

9 "Q. What's the basis for your claim against Mr. Rogich?
10 MR. SIMONS: Asked and answered.

11 BY MR. LIONEL:

12 Q. Answer the question.

13 A. Asked and answered."

14 *Exhibit 3, at 85:3-8.*

15 "Q. And you have no recollection back in 2008 of seeing Exhibit 2?

16 A. I might have, I might have not. I don't recall. This is almost ten years back."

Exhibit 3, at 189:15-18.

17 While Mr. Harlap was generally not forthcoming in his deposition, when the question
18 concerned his alleged rights under the Purchase Agreement or his being a Potential Claimant, his
19 answers were clearly more assured. See the following examples:

20 "Q. Are you familiar with the purchase agreement?

21 A. Which purchase agreement?

22 Q. In this case. The purchase agreement whereby Mr. Huerta got out of Eldorado.

23 A. If I'm not mistaken, this is the purchase agreement that says that -- that
24 acknowledges the potential claims of Nanyah Vegas through \$1.5 million. If this
is the document you refer to, then yes."

Exhibit 3, at 16:17-17:1.

25 "Q. Let the record show the witness is looking at Exhibit 2."

26

27 "Q. That is a 2008 document. Did you see it in 2008?

28 A. I do not know.

Q. You don't know. You don't know or you don't remember?

A. I don't remember.

1 Q. But you don't know?
2 A. I might have.
3 Q. You might have. Okay.
4 A. I might have, because I do remember vividly that Carlos have explained to me, if
5 I'm not mistaken, over the phone, that my rights in the Eldorado Hills are secured
6 and that the buyer of Eldorado Hills from him has taken the commitment to pay me
7 or register my rights to pay me back my investment in Eldorado Hills.
8 Q. When did Carlos tell you that?
9 A. This was at the time when he explained to me that he has his own issues. He had
10 to sell and that my rights remained there. But this is many years ago, so it's the
11 best of my recollection from, you know, the telephone conversation that was going
12 on."

13 *Exhibit 3, at 17:6-7, 18:1-23.*

14 "Q. Does Exhibit 2 have anything to do with your claim in this case?
15 A. Absolutely.
16 Q. What does it have to do?
17 ...
18 A. To the best of my understanding, according to Exhibit 2, it is clearly showing that
19 when Sig Rogich sold his rights in Eldorado Hills, he – sorry. Hold on. Sorry.
20 Q. I don't want you to read from there. I want your recollection, please.
21 A. That when Carlos left Eldorado Hills and sold his part, whatever it is, his part, to
22 Sig Rogich Foundation, or whatever it's called, the foundation took upon itself the
23 commitment and acknowledged the fact that Nanyah Vegas had a claim for 1.5
24 million in equity of Eldorado Hills..."

25 *Exhibit 3, at 24:8-24:11, 25:8-25:19.*

26 "Q. Do you know any particular paperwork?
27 A. I remember number 2, Exhibit 2.
28 Q. That's the purchase agreement?
29 A. That's a purchase agreement. I remember this one for sure, which acknowledges,
30 to the best of my understanding and to my attorney's understanding, my rights to
31 be a claimant in regards to Eldorado Hills."

32 *Exhibit 3, at 70:23-71:5.*

33 "Q. Now, you say the Rogich Trust interest was subject to Nanyah's ownership interest
34 in Eldorado. Would you explain that, if you can?
35 A. I can explain it as per Exhibit 2. Exhibit 2 says that I am a potential claimant, and
36 as far as I understand, even that agreement alone states my interest – Nanyah's
37 ownership interest."

38 *Exhibit 3, at 163:9-15.*

39 The foregoing demonstrates that Mr. Harlap was not a forthcoming witness except when
40 he felt it served his interest in connection with Exhibit 2 or his being a Potential Claimant was
41 considered.

1 **B. EXCEPT FOR NANYAH’S SEVENTH CLAIM,**
2 **NANYAH’S CLAIMS ACCRUED ON OCTOBER 30, 2008**

3 A statute of limitations prohibits a suit “after a period of time that follows the accrual of
4 the cause of action.” FDIC v. Rhodes, 130 Nev. Adv. Op. 88, 336 P.3d 961, 965 (2014). Such
5 limitation period is meant to provide a concrete time frame within which a plaintiff must file a
6 law suit and after which a defendant is afforded a level of security. City of Fernley v. State,
7 Dep’t of Tax, 132 Nev. Adv. Op. 4, 336 P.3d 699, 706 (2016); Winn v. Sunrise Hosp. & Medical
8 Center, 128 Nev. 246, 256, 277 P.3d 458, 465 (2012).

9 In determining whether a statute of limitations has run against an action, the time must be
10 computed from the day the claim accrued. NRS 11.010; Dredge Corporation v. Wells Cargo,
11 Inc., 80 Nev. 99, 102, 389 P.2d 394, 396 (1964). A claim accrues when a suit may be maintained
12 thereon. State ex rel. Dept. of Transp. v. Public Employees’ Retirement System of Nevada, 120
13 Nev. 19, 22, 83 P.3d 815, 817 (2004); Clark v. Robison, 113 Nev. 949, 951, 944 P.2d 788, 789
14 (1977). Nanyah’s present action can be maintained. It could have been maintained in 2008 after
15 the date of the Purchase Agreement – October 30, 2008, and any of Nanyah’s present claims
16 could have been maintained thereafter if the applicable statute of limitations had not run.

17 Harlap’s deposition shows his familiarity with Exhibit 2 since its execution and that his
18 rights flow from Exhibit 2. Nanyah’s lawyer volunteered during Harlap’s deposition the
19 importance of Exhibit 2 to Nanyah: “MR. SIMONS: When we went over the agreements. He
20 said Exhibit 2. He told you that earlier. You went through this earlier today. He says, look, my
21 interest is right there.” *Exhibit 3*, at 192:15-18.

22 All of Nanyah’s claims allegedly arise from the Purchase Agreement (Exhibit 2), and the
23 Teld Agreement and Flangas Agreement, which cross reference each other and are effective
24 October 30, 2008. See *Exhibit 2* at Para. 4; *Exhibits 4* and *5* at Para. G.³ Even the Eldorado
25 Operating Agreement was effective October 30, 2008. See *Exhibit 6*. Without *Exhibits 2, 4, and*
26 *5* there would be no claims. Each claim alleges or incorporates *Exhibits 2, 4, 5* and *6*.

27 ³ At his deposition, Harlap was asked about the Teld Agreement and the Flangas Agreement. He
28 responded: “Personally, I had no dealings with it beyond the fact that they, to my understanding,
purchased some rights in Eldorado Hills to which I am a potential claimant to.” *Exhibit 3*, at
32:8-11.

1 Exhibit A to Exhibit 2 shows Nanyah as a Potential Claimant and Harlap, at his
2 deposition, contended that it showed his interest in Eldorado:

3 "A. My interest in Eldorado Hills, as also mentioned in Exhibit 2...sees me as a
4 potential claimant the way it is referred to in that paper, specific paper."
5 *Exhibit 3*, at 87:6-9.

6 "A. I think that Exhibit 2...is saying explicitly that I...have membership rights or that
7 there should be potential claims or membership rights..."
8 *Exhibit 3*, at 157:13-19.

9 "A. I can explain it as per Exhibit 2. Exhibit 2 says that I am a potential claimant, and
10 as far as I understand, even that agreement alone states my interest-Nanyah's
11 ownership interest."
12 *Exhibit 3*, at 163:12-15.

13 "Q. But do you remember the purchase agreement of 2008 and what it said about your
14 rights?"

15 A. As I told you, I remember that there was, and I do not remember from when I
16 remember.

17 Q. But Carlos told you about that agreement, didn't he?

18 A. He may have. He may have not. I assume he has."

19 *Exhibit 3*, at 120:9-16.

20 Except for Nanyah's seventh claim for alleged fraudulent transfer, all of Nanyah's claims
21 are based on Exhibit 2 and the other October 30, 2008 agreements. Even the alleged tort claims
22 of Intentional Interference with Contract and Concert of Action are based on those agreements.

23 Nanyah alleges that in entering into the Purchase Agreement, the Rogich Trust agreed in
24 Exhibit A – Potential Claimants to be fully responsible for repaying Nanyah's investment in
25 Eldorado, and confirming Nanyah's membership interest in Eldorado. Complaint at Para. 25, 26.
26 Nanyah also alleged that "as of approximately the end of 2008" the Rogich Trust was subject to
27 Nanyah's interest claim and/or investment." Complaint at Para. 68. Those allegations show that
28 Nanyah sued the Rogich Trust on the basis that it was indebted to it based on Exhibit 2.

Nanyah alleged the Rogich Trust breached Exhibit 2 by failing to convert its interest into a
non interest bearing debt. Complaint at Para. 92(b).

"Q. The failure to convert was done at that time?"

A. No. The failure to convert was done probably way before that. Whether it was
2008 or just after what Exhibit 2 said they should have done.

Q. It could have been 2008?

A. Could have been."

Exhibit 3, at 132:24-133:5.

1 Nanyah must have been aware that the Purchase Agreement provided that “time is of the
2 essence of this Agreement and all of its provisions.” That provision is the last sentence of
3 *Exhibits 2, 4 and 5*. Paragraph 37 of the Complaint alleges that “the Purchase Agreement also
4 provided that ‘time is of the essence’ regarding compliance with the agreement’s provisions.”

5 In Soper v. Means, 111 Nev. 1290, 1295, 903 P.2d 222, 224 (1995), in 1975, plaintiff had
6 a loosely prepared agreement to form a corporation and build a mobile home park on Soper’s
7 land. No time for performance was specified and there were numerous disagreements. Soper did
8 not supply electricity as he promised, nor did he transfer the land. Their last conversation was in
9 1977. Means sued Soper nine years later, on January 28, 1986, to recover what he had spent in
10 doing the work on the project. The jury found for Means, but the court reversed on the ground
11 that the six year contract statute of limitations had run because Mean’s cause of action accrued
12 when he unilaterally closed out a corporate bank account on January 2, 1980.

13 In State Department of Transportation v. Eighth Judicial Dist. Court, 133 Nev. Adv. Op.
14 70 (2017), the Court held that “in a discovery based cause of action, a plaintiff must use due
15 diligence in determining the existence of a cause of action.” In Bemis v. Estate of Bemis, 114
16 Nev. 1021, 1025, 967 P.2d 437, 440 (1998), the Court held that “We have previously applied the
17 discovery rule to contract actions, holding that an action for breach of contract accrues as soon as
18 the plaintiff *knows or should know* of facts constituting a breach.” Soper v. Means, 111 Nev.
19 1290, 1294, 903 P.2d 222, 224 (1995)

20 Nanyah knew that pursuant to Exhibit 2, the Rogich Trust had agreed to repay Nanyah its
21 investment and to confirm Nanyah’s membership in Eldorado. Just as Means did not sue Soper
22 for approximately nine years after their last conversation, Nanyah did not sue for more than eight
23 years after Exhibit 2 was executed. Except for Nanyah’s fraudulent transfer claims based on
24 2012 events, there is nothing alleged in Nanyah’s Complaint based on conduct or events after
25 October 30, 2008. During that period, Nanyah knew that Rogich Trust did not repay the
26 investment or confirm its membership in Eldorado. As in Soper, the statute of limitations was
27 running.

28 Nanyah is suing Rogich Defendants based on accrued claims. If the claims were not
accrued there is no basis for Nanyah’s claims and except for the seventh claim of alleged

1 fraudulent transfer, Nanyah's claims should be dismissed for that reason.

2 Nanyah was shown as a Potential Claimant in Exhibit 2 dated October 30, 2008. See
3 *Exhibit 2*. Being a 'Potential Claimant' on that date fully supports October 30, 2008 as the
4 accrual date for Nanyah's claims. Furthermore, because of Nanyah's knowledge of Exhibit 2 and
5 his being a Potential Claimant, he had facts, as of October 30, 2008, that "would lead an ordinary
6 prudent person to investigate the matter further." It had "inquiry notice" which was also the
7 accrual date. Such facts do not need to pertain to precise legal theories Nanyah would ultimately
8 pursue. Winn v. Sunrise Hosp. & Medical Center, 128 Nev. 246, 252, 277 P.3d 458, 462 (2012);
9 Massey v. Litton, 99 Nev. 723, 728, 669 P.2d 248, 251 (1983). In Beazer Homes Nevada, Inc. v.
10 Eighth Judicial Dist. Court ex rel. County of Clark, 120 Nev. 575, 585, 97 P.3d 1132, 1138
11 (2004), the Court recognized that a cause of action accrued and the statute of limitations began to
12 run when a litigant discovers, or reasonably should have discovered, facts giving rise to an action.
13 Peterson v. Bruen, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990); Bemis v. Estate of Bemis, 114
14 Nev. 1021, 1025, 967 P.2d 437, 440 (1998). Clearly Harlap recognized he had accrued claims.
15 He testified he had potential claims against "Sig Rogich, his family foundation, to the best of my
16 understanding, Teld, which is Eliades and any other person or entity...that is mentioned in my
claim." *Exhibit 3*, at 83:19-25.

17 Mr. Harlap knew in 2008 that Exhibit 2 had been breached. Clearly the accrual date for
18 Nanyah's claims was October 30, 2008. Furthermore, Nanyah was a Potential Claimant under the
19 Purchase Agreement and had inquiry notice at that time that required it to investigate what claims
20 it had.

21 **C. NANYAH'S CLAIMS ARE BARRED BY THE STATUTE OF LIMITATIONS**

22 The following is information concerning the application of Nevada Statutes of
23 Limitations, and other facts with respect to Nanyah's claims.

24 **FIRST CLAIM**

25 Nanyah's First Claim is a claim for breach of contract. The applicable statute of
26 limitations is NRS 11.190(1)(b) which requires an action to be brought within 6 years from its
27 accrual. As the accrual date is October 30, 2008 and the action was commenced on November 4,
28 2016, the claim is barred by NRS 11.190 (1)(b) and should be dismissed.

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SECOND CLAIM

Nanyah’s Second Claim is an alleged breach of the covenant of good faith and fair dealing arising from the agreements alleged in the First Claim. The alleged breaches are the same as those alleged in the First Claim. The applicable statute of limitations is NRS 11.220 which requires an action to be commenced within 4 years of its accrual. Nanyah’s Second Claim was brought 4 years after its accrual and should be dismissed.

THIRD CLAIM

Nanyah’s Third Claim is a tortious version of its Second Claim. Like the Second Claim, the 4 year limitation applies and the Claim is barred by NRS 11.220 because it was filed more than 4 years after its accrual and should be dismissed.

Furthermore, in Insurance Co. of the West v. Gibson Tile Co., Inc., 122 Nev. 455, 461, 134 P.3d 698, 702 (2006), the Supreme Court stated:

“Although every contract contains an implied covenant of good faith and fair dealing, an action in tort for breach of the covenant arises only ‘in rare and exceptional cases’ when there is a special relationship between the victim and tort feisor. A special relationship is ‘characterized by elements of public interest, adhesion and fiduciary responsibility.’”

In Great American Ins. Co. v. General Builders, Inc., 113 Nev. 346, 354, 934 P.2d 257, 283 (1997), the Court held that “the tort action for breach of an implied covenant of good faith and fair dealing requires a special element of reliance or fiduciary duty, A. C. Shaw Const., Inc. v. Washoe County, 105 Nev. 913, 915, 784 P.2d 9, 10 (1989) and is limited to ‘rare and exceptional cases,’” K Mart Corp. v. Ponsock, 103 Nev. 39, 49, 732 P.2d 1364, 1370 (1987).

Nanyah is aware of those holdings and has alleged that “These defendant’s shared a special, fiduciary and/or confidential relationship with Nanyah.” Complaint at Para. 103. However, Mr. Harlap testified that he did know the defendants and had nothing to do with them. *Exhibit 3* at 141:13-142:13.

Thus, because this is not an exceptional case and because Nanyah did not have the requisite special relationship, Nanyah’s Third Claim should be dismissed.

///

1 **FOURTH CLAIM**

2 Nanyah's Fourth Claim is for Intentional Interference with Contract. Nanyah alleges that
3 Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust "performed intentional acts intended
4 or designed to disrupt Nanyah's contractual rights arising out of these contracts." Complaint at
5 Para. 112.

6 In 2009, the Nevada Supreme Court ruled that claims for intentional interference with
7 contract are claims for injury to personal property and subject to a three year statute of
8 limitations. Stalk v. Mushkin, 125 Nev. 21, 26, 27, 199 P.3d 838, 841 (2009)

9 "Because we have determined that business interests are personal
10 property, we conclude that intentional interference with these business
11 interests are actions for taking personal property and not actions for
12 injuries to a person. *See Clark*, 181 N.W. 2d at 216 (concluding that a
13 claim for interference in business relationships was 'fundamentally
proprietary in character although incidental injuries may have been of a
different nature.'). Thus, we conclude that intentional interference with
business interests are subject to the three-year statute of limitations set
forth in NRS 11.190 (3)(c)."

14 Accordingly, because the Fourth Claim was filed 8 years after it accrued, it is barred by
15 the 3 year statute of limitations NRS 11.190(3)(c). Nanyah's Fourth Claim should be dismissed.

16 **FIFTH CLAIM**

17 Nanyah's Fifth Claim is for Constructive Trust. It alleges that the Eliades Trust assisted
18 the Rogich Trust in transferring its Eldorado membership to the Eliades Trust for the purpose of
19 not honoring obligations owed to Nanyah and that the Court should impose a constructive trust
20 for all profits improperly acquired. There is no statute of limitations with respect to a
21 constructive trust. Thus the 4 year provision of NRS 11.220 is applicable. As Nanyah's
22 constructive trust claim was filed in November 2016, more than 4 years after its accrual on
October 30, 2008, it is barred by NRS 11.220 and should be dismissed.

23 Furthermore, "imposition of a constructive trust requires: '[that] a confidential
24 relationship exists between the parties...' Waldman v. Maini, 124 Nev. 1121, 1131, 195 P.3d
25 850, 857 (2008); Locken v. Locken, 98 Nev. 369, 372, 650 P.2d 803, 805 (1982). Mr. Harlap
26 testified there was no relationship between Nanyah or any of the defendants. *Exhibit 3* at 141:16-
27 148:6. Thus, because there was no confidential relationship between Nanyah and the Eliades
28 Trust or Peter Eliades, Nanyah's Fifth Claim should be dismissed.

1 **SIXTH CLAIM**

2 Nanyah's Sixth Claim against all Defendants is labelled "conspiracy." It alleges that
3 "Defendants, by acting in consort, intended to accomplish an unlawful objective in deceiving and
4 depriving Nanyah from its expectations and financial benefits in being a member of Eldorado"
5 Emphasis added, Complaint at Para. 121. Actually, acting in concert resembles the tort of civil
6 conspiracy. Dow Chemical Co. v. Mahlum, 114 Nev. 1468, 1488, 970 P.2d 98, 112 (1998).
7 There is no statute of limitations for acting in concert or civil conspiracy and the four year statute
8 for actions not provided for, NRS 11.220 is applicable. As the claim was not filed within four
9 years after its accrual, it is barred by the statute of limitations and should be dismissed.

10 Both the tort of concert of action and civil conspiracy require a plaintiff to prove an
11 agreement between the tort feors showing their intent to accomplish an unlawful objective for
12 the purpose of harming Nanyah. Id at 1489, Eikelberger v. Tolotti, 96 Nev. 525, 528, 611 P.2d
13 1086, 1088 (1980). Acting in concert requires that the conduct of each tort feator be in itself,
14 tortious. Dow Chemical Co. v. Mahlum, 114 Nev. 1468, 1489, 970 P.2d 98, 112 (1998). "Parties
15 are acting in concert when they act in accordance with an agreement to act in a particular line of
16 conduct or to accomplish a particular result. The agreement need not be expressed in words and
17 may be implied and understood to exist from the conduct itself. Whenever two or more persons
18 commit tortious acts in concert, each becomes subject to liability for the acts of each other, as
19 well as for his own acts." Restatement (Second) of Torts §876 (1979).

20 Interrogatory No. 26 of Defendants' Interrogatories to Nanyah was directed to Nanyah's
21 acting in concert allegation. Interrogatory No. 26 reads: "Paragraph 121 of the Complaint alleges
22 that defendants 'acting in concert, intended to accomplish an unlawful objective in deceiving and
23 depriving Nanyah from its expectations and financial benefits in being a member of Eldorado.'
24 Which defendants acted in concert? What did each do and when did they do it?"

25 Nanyah's response is 16 pages long and consists of conclusions and hearsay. Nothing in
26 the response shows that any Defendant committed a tortious act. See Nanyah's Response to
27 Interrogatory No. 26 attached as *Exhibit 8*. There is no evidence that the Defendants agreed by
28 concerted action that they intended to accomplish an unlawful object for the purpose of harming
Nanyah. Accordingly, there is no tort of concerted action and the Sixth Claim should be

1 dismissed.

2 **SEVENTH CLAIM**

3 Nanyah's Seventh Claim alleges the Rogich Trust transferred its membership interest in
4 Eldorado to the Eliades Trust with actual intent to hinder, delay or defraud Nanyah of its interest
5 in Eldorado. Complaint at Para. 124-126. The Complaint alleges, upon information and belief,
6 that "on or about August or September of 2012, Teld and Rogich Trust entered into a new
7 agreement whereby Rogich Trust agreed to forfeit its 40% membership interest in Eldorado
8 allegedly in exchange for the sum of \$682,080, to the Eliades Trust. Nanyah is informed and
9 believes those documents were backdated to January 1, 2012, for some reason that is yet
10 unknown to Nanyah." Complaint at Para. 70.⁴

11 The Membership Interest Assignment Agreement dated January 1, 2012, is not an exhibit
12 to the Complaint. It is *Exhibit 7* to this Motion. It provides in Paragraph 1 that: "Rogich hereby
13 transfers and conveys the Membership Interest including all of his rights, title and interest of
14 whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the
15 Membership Interest from Rogich, upon receipt of the Consideration (as defined here below) at
16 closing." *Exhibit 7* provides in paragraph 4 that the Closing "shall be consummated upon the
17 execution of this Agreement, the payment of consideration as herein stated and the delivery of a
18 Satisfaction of Promissory Note and release of security to Teld." The consideration of \$682,080
19 from Peter Eliades to Rogich (a check dated August 16, 2012) and the Satisfaction of Promissory
20 Note and Release of Security are attached as *Exhibits 9* and *10*.

21 Mr. Harlap testified he did not know when the interest was transferred nor when he found
22 out about it. *Exhibit 3*, at 179:11-181:2.

23 NRS 112.230(1)(a) provides as follows:

- 24 "1. A claim for relief with respect to a fraudulent transfer or
25 obligation under this chapter is extinguished unless action is
26 brought:
(a) Under paragraph (a) of subsection 1 of NRS 112.180, within 4
years after the transfer was made or the obligation was incurred
or, if later, within 1 year after the transfer or obligation was or
could reasonably have been discovered by the claimant."

27 ⁴ *Exhibits 2, 4, 5* and *6* contain the effective date of October 30, 2008. It is not unusual when a
28 party sells or transfers an interest to make the agreement effective as of an earlier date, like
January 1, for tax and other purposes.

1 NRS 112.230(1)(a) provides for claim extinguishment unless the action is brought within
2 4 years after the transfer was made or the obligation was incurred. According to the Complaint
3 and the Membership Interest Assignment Agreement between the Rogich Trust and the Eliades
4 Survivor Trust (*Exhibit 7*) the transfer occurred no later than September 2012. As this action was
5 not commenced until November 4, 2016, it was more than 4 years after the transfer.

6 The second clause of 112.230(1)(a) provides an additional period of 1 year, if, within that
7 1 year, the transfer or obligation was or could reasonably have been discovered by the claimant.
8 Nanyah admits it learned of the transfer in 2012. Complaint at Para. 83. Thus, Nanyah's Seventh
9 Claim for fraudulent transfer was extinguished because the action was not brought within 4 years
10 after the transfer was made or the obligation was incurred, and the additional one year period is
11 inapplicable. Therefore the claim should be dismissed.

12 Nanyah's Seventh Claim alleges the Rogich Trust's transfer to the Eliades Trust was made
13 with the actual intent to hinder, delay or defraud Nanyah. NRS 112.180 sets forth 11 factors that
14 could be considered in determining actual intent to hinder, delay or defraud. See In Re Gillissie,
15 215 B.R. 370, 374, 375 U.S. Bank. Court, N.D. Ill, Eastern Division (1997). Attached as *Exhibit*
16 *11* is the Declaration of Defendant Sigmund Rogich ("Rogich Declaration") in which he,
17 individually, and as Trustee of the Rogich Trust, responds to the 11 factors. Each factor is
18 responded to positively and demonstrates that Mr. Rogich had no improper intent with respect to
19 the transfer. See *Exhibit 11*.

20 Nanyah has the burden of proving that the Rogich Trust had a specific intent to hinder,
21 delay or defraud in transferring his Eldorado interest to the Eliades Survivor Trust. *Id* at 375;
22 Lindholm v. Holtz, 581 N.E.2d 860, 863 (1998). The Rogich Declaration states that the transfer
23 of the 40% membership interest from the Rogich Trust to the Eliades Survivor Trust was made in
24 good faith and that he had no intent to hinder, delay or defraud Nanyah or anyone else.

25 There does not appear to be any evidence whatsoever to prove Nanyah's allegation that
26 the transfer was made with the actual intent to hinder, delay or defraud Nanyah. Accordingly,
27 Nanyah's Seventh Claim should be dismissed.
28

1 **EIGHTH CLAIM**

2 Nanyah's Eighth Claim is a claim for Declaratory Relief under NRS 30.030 and 30.040
3 regarding Nanyah's rights and obligations with respect to its alleged investment into Eldorado.
4 There is no statute of limitations, but because it concerns a contract it is therefore governed by
5 NRS 11.190(1)(b), the six year statute of limitations applicable to contracts. Because the claim
6 was not filed within six years after the accrual, it is barred by NRS 11.190(1)(b) and should be
7 dismissed.

8 Nanyah's claim alleges in Paragraph 132, an existing current controversy between Nanyah
9 and the Defendants. It does not allege what the current controversy is. The claim doesn't state
10 which of the six defendants is concerned with such unspecified controversy. In Paragraph 133 it
11 alleges that it is "entitled to seek" declaratory relief determining the amount of its membership
12 interest and/or the amounts owed to it "in the event a membership is not sought and/or obtained."
13 That is an unintelligent non request for declaratory relief.

14 Paragraph 135 is the only allegation that seeks declaratory relief and such relief is
15 obviously not obtainable. That paragraph seeks only a declaration of Nanyah's rights "as
16 contained in the various agreements referenced herein." The right to declaratory relief does not
17 and is not intended to include the right to submit agreements to the Court with the request that the
18 court tell the plaintiff what its rights are under the agreements. That is not the required current
19 judicial controversy.

20 Nanyah's Eighth Claim makes no sense. It should be dismissed.

21 **NINTH CLAIM**

22 Nanyah's Ninth Claim is for Specific Performance of Agreements allegedly "vesting
23 Nanyah with a membership interest in Eldorado." As alleged contracts are involved, the six year
24 statute of limitations NRS 11.190(b) is the applicable statute. Because the action was not filed
25 within six years of its accrual, the claim is barred and should be dismissed.

26 Nanyah alleges "the terms of the various contracts are clear, definite and certain."
27 Complaint at Para. 137. Nevada requires a specific performance claim to be supported by
28 contract terms that are definite and certain. Serpa v. Darling, 107 Nev. 299, 305, 810 P.2d 778,
782 (1991), Mayfield v. Koroghli, 124 Nev. 343, 351, 189 P. 3d 362, 367 (2008).

1 Not only does Nanyah not set forth any definite and certain provisions in the agreements
2 to support specific performance; there is no provision in any agreement providing for Nanyah to
3 have a membership interest in Eldorado. Moreover, Paragraph 47 of the Complaint alleges that
4 the membership agreements state that the "Rogich Trust is currently acquiring the ownership"
5 interest of Nanyah. That is totally inconsistent with any alleged claim that the contract definitely
6 provided clear, definite and certain terms for vesting Nanyah with an Eldorado interest.


7 Accordingly Nanyah's Ninth Claim should be dismissed.

8 **V. CONCLUSION**

9 Based upon the foregoing, the Rogich Defendants respectfully request that this Court enter
10 Summary Judgment dismissing Nanyah's nine claims.

11 DATED this 23 day of February, 2018.

13 **FENNEMORE CRAIG, P.C.**

14
15 By: 
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24 *and Imitations, LLC*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of the **MOTION FOR SUMMARY JUDGMENT** was
3 served upon the following person(s) either by electronic transmission through the Wiznet system
4 pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26 or by mailing a copy to their last known
5 address, first class mail, postage prepaid for non-registered users, on this 23rd day of February,
6 2018 as follows:
7

8 Mark Simons, Esq.
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12 *Attorney for Plaintiff Nanyah Vegas, LLC*

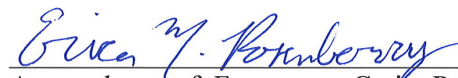
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21 
22 An employee of Fennemore Craig, P.C.
23
24
25
26
27
28

EXHIBIT

1

1 **DECL**

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

3 **FENNEMORE CRAIG, P.C.**

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and Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DECLARATION OF SAMUEL S. LIONEL

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C


DECLARATION OF SAMUEL S. LIONEL

1. I, Samuel S. Lionel, am an attorney at law and duly licensed to practice in Nevada and I submit this Declaration in support of Defendants The Rogich Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC's Motion for Summary Judgment. I have personal knowledge of the facts set forth in this Declaration and I am competent to testify to the matters stated herein.
2. Attached as *Exhibit 2* is a true and correct copy of the Purchase Agreement with the effective date of October 30, 2008.
3. Attached as *Exhibit 3* is a true and correct copy of the deposition of Yoav Harlap dated October 11, 2017.
4. Attached as *Exhibit 4* is a true and correct copy of the Membership Interest Purchase Agreement ("Teld Agreement") with the effective date of October 30, 2008.
5. Attached as *Exhibit 5* is a true and correct copy of the Membership Interest Purchase Agreement ("Flangas Agreement") with the effective date of October 30, 2008.
6. Attached as *Exhibit 6* is a true and correct copy of the Amended and Restated Operating Agreement of Eldorado Hills, LLC effective October 30, 2008.
7. Attached as *Exhibit 7* is a true and correct copy of the Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust with the effective date of January 1, 2012.
8. Attached as *Exhibit 8* is a true and correct copy of Nanyah Vegas, LLC's Second Amended Answer to Defendants' Interrogatory No. 26.
9. Attached as *Exhibit 9* is a true and correct copy of the check from Peter Eliades to the Rogich Trust in the amount of \$682,080, dated August 10, 2012 and identified as NAN 0226.
10. Attached as *Exhibit 10* is a true and correct copy of the Satisfaction of Promissory Note and Release of Security, dated January 1, 2012 and identified as NAN 0225.
11. Attached as *Exhibit 11* is a true and correct copy of the Declaration of Sigmund Rogich, dated February 22, 2018.

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I, Samuel S. Lionel, declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on February 23, 2018.



Samuel S. Lionel

EXHIBIT

2

PURCHASE AGREEMENT

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

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

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

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

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

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

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

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

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

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

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

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

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Riolz), 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 therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

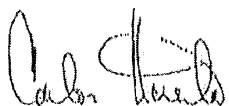
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

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

"SELLER"

"BUYER"


Carlos Huerta, on behalf of Co Global, Inc.

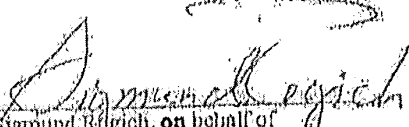

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

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

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EXHIBIT "B"

Assignment

ASSIGNMENT

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

DATED as of the 30 day of October, 2008.



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

EXHIBIT

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In the Matter Of:

A-16-746239-C

NANYAH VEGAS

VS

TELD, et al.

YOAV HARLAP

October 11, 2017



702-805-4800

scheduling@envision.legal

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DISTRICT COURT		
CLARK COUNTY, NEVADA		
CARLOS A. HUERTA, an individual;) CARLOS A. HUERTA as Trustee of) THE ALEXANDER CHRISTOPHER TRUST,) a Trust established in Nevada) as assignee of interests of) GO GLOBAL, INC., a Nevada) corporation; NANYAH VEGAS, LLC,) A Nevada limited) Plaintiffs,) vs.) SIG ROGICH aka SIGMUND ROGICH) as Trustee of The Rogich Family) Irrevocable Trust; ELDORADO) HILLS, LLC, a Nevada limited) liability company; DOES I-X;) and/or ROE CORPORATIONS I-X,) inclusive,) Defendants.)	<div>CERTIFIED COPY</div> Case No.: A-13-686303-C Dept. No.: XXVII	
NANYAH VEGAS, LLC, a Nevada) limited liability company,) Plaintiff,) vs.) TELD, LLC, a Nevada limited) liability company; PETER) ELIADES, individually and as) Trustee of The Eliades Survivor) Trust of 10/30/08; SIGMUND) ROGICH, individually and as) Trustee of The Rogich Family) Irrevocable Trust; IMITATIONS,) LLC, a Nevada limited liability) company; DOES I-X; and/or ROE) CORPORATIONS I-X, inclusive,) Defendants.)		
Reported by: Monice K. Campbell, NV CCR No. 312 Job No.: 693		

1 DEPOSITION OF YOAV HARLAP, held at
2 Fennemore Craig, P.C., located at 300 South Fourth
3 Street, Suite 1400, Las Vegas, Nevada, on Wednesday,
4 October 11, 2017, at 9:45 a.m., before Monice K.
5 Campbell, Certified Court Reporter, in and for the
6 State of Nevada.

7

8 APPEARANCES:

9 For the Plaintiff:

10 FENNEMORE CRAIG, P.C.
11 BY: SAMUEL S. LIONEL, ESQ.
12 300 S. Fourth Street, Suite 1400
13 Las Vegas, Nevada 89101
(702) 692-8000
slionel@fclaw.com

14 For the Defendants:

15 ROBISON, SIMONS, SHARP & BRUST
16 A Professional Corporation
17 BY: MARK A. SIMONS, ESQ.
18 71 Washington Street
Reno, Nevada 89503
(775) 329-3151
msimons@rssblaw.com

19

20 Also Present:

21 MELISSA OLIVAS

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I N D E X

EXAMINATION	PAGE
By Mr. Lionel	4

Huerta vs. Rogich
Deposition of Yoav Harlap
Taken on October 11, 2017

E X H I B I T S

NUMBER		PAGE
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2	10/30/28 Purchase Agreement Between Go Global, Huerta and The Rogich Family Trust, RT0023 through RT0033	17
3	Membership Interest Purchase Agreement, RT0034 through RT0062	19
4	Membership Interest Purchase Agreement, RT0063 through RT0091	20
5	Nanyah Vegas's First Amended Answers to Defendants' First Set of Interrogatories	34
6	Complaint	95

1 LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017

2 9:45 A.M.

3 * * * * *

4 (Counsel agreed to waive the court
5 reporter's requirements under Rule
6 30(b)(4) of the Nevada Rules of Civil
7 Procedure.)

8 Whereupon,

9 YOAV HARLAP,
10 having been sworn to testify to the truth, the whole
11 truth, and nothing but the truth, was examined and
12 testified under oath as follows:

13

14 EXAMINATION

15 BY MR. LIONEL:

16 Q. What is your name?

17 A. Yoav Harlap.

18 Q. Where do you live, Mr. Harlap?

19 A. Israel.

20 Q. What city?

21 A. Herzliya, H-E-R-Z-I-L-Y-A.

22 Q. Have you ever had your deposition taken
23 before?

24 A. No.

25 Q. Do you know what a deposition is?

1 A. I have been explained briefly by my
2 attorney.

3 Q. I'm having trouble hearing you.

4 A. I have been explained to by --

5 Q. It was explained to you by your lawyer?

6 A. Yes.

7 Q. Let me give you a little more additional
8 explanation. I'm going to ask you questions which
9 you are going to answer. The reporter, if everything
10 works, will transcribe them into a booklet which will
11 be delivered to you. You will have a right to look
12 at it and see whether the answers are okay or whether
13 you want to change them. You have a right to change
14 them, but if you change them, I have a right to
15 comment on the change if this case goes to trial.

16 Do you know of any reason why you cannot
17 have your deposition taken today?

18 A. No.

19 MR. LIONEL: Miss Reporter, would you mark
20 that as first exhibit.

21 (Exhibit Number 1 was marked.)

22 BY MR. LIONEL:

23 Q. Let the record show that Exhibit 1 has
24 been given to the witness. It is a notice of taking
25 deposition and request for production of documents.

1 Mr. Harlap, have you ever seen that
2 document before?

3 A. Not that I recall.

4 Q. You notice that the document requests that
5 you bring to your deposition certain documents which
6 are set forth. Did you bring any of those documents?

7 A. I did not bring with me right now any
8 documents or documents that I had that were given
9 before to my attorney.

10 Q. Do you have documents -- some of these
11 documents?

12 A. I might have copies of what my attorney
13 has sent me.

14 MR. SIMONS: Just so the record's clear,
15 your request for production of documents is
16 defective. Also, Mr. Harlap is appearing in his
17 individual capacity. If you're going to request
18 documents from this individual, you'll need to do a
19 proper subpoena on this individual.

20 MR. LIONEL: Why is the request improper?

21 MR. SIMONS: Because under the rules,
22 there's a time period within which to respond, as you
23 know. This subpoena -- this notice, to the extent it
24 would be classified as a request for production of
25 documents, doesn't comply with the time requirements

1 under the rules.

2 MR. LIONEL: You have not objected on the
3 record with respect to the notice and effectively
4 it's the second you've gotten.

5 MR. SIMONS: I understand. But I don't
6 have to object if it's defective on its face.

7 BY MR. LIONEL:

8 Q. Mr. Harlap, do you have a file with
9 documents with respect to Eldorado Hills, LLC?

10 A. The documents that I have were all copies
11 of documents that I got from the attorney or he had
12 before.

13 Q. I'm asking you about a time before you had
14 this attorney. I'm asking you --

15 A. I had very few documents. They were all
16 sent to my attorney.

17 Q. Do you have any documents now in your
18 office with respect to Eldorado Hills?

19 A. Copies of the interrogatories papers, my
20 deposition, et cetera, I do have that, yes.

21 Q. You do have the Answers to
22 Interrogatories?

23 A. Yes.

24 Q. What else do you have with respect to
25 Eldorado Hills?

1 A. I assume I have historical copies of my
2 money transfer to Eldorado Hills as my investment.

3 Q. Anything else?

4 A. Not that I recall, but I cannot say
5 offhand.

6 Q. You might have?

7 A. Very slim chance. It was -- there were
8 very few papers there initially.

9 Q. Do you have a file with respect to
10 Eldorado Hills?

11 A. No.

12 Q. Do you have a file with respect to your
13 investment that you are suing about?

14 A. Only the very few documents that had to do
15 with -- which mostly I got later on. I think there
16 was -- there might have been a paper there initially
17 for the Canamex which was not relevant anymore. And
18 maybe my accounting lady, but not with me, but with
19 her, might have copies of my money transfer to
20 Eldorado Hills as my investment.

21 Q. What did you have with respect to Canamex?

22 A. There were some drawings that I remember
23 seeing once very many years ago, initially some
24 drawings of where it is. That's about it.

25 Q. When you say "that's about it," that's the

1 best you believe you have?

2 A. That's the best I believe I have.

3 Q. Do you have any documents with respect to
4 Carlos Huerta?

5 A. No.

6 Q. Do you have communications with Carlos
7 Huerta back in 2007?

8 A. Carlos Huerta came over initially to my
9 house, so it was verbal.

10 Q. I'm asking you whether you have any
11 written documents.

12 A. No.

13 Q. Did you ever have emails from him?

14 A. Oh, yeah, I had emails over the years, but
15 mostly technical. For example, I had to have an
16 American -- this was my first American investment,
17 and so I needed an accountant, and I asked his
18 assistance to find a local one because that was the
19 only thing I had at the time here. So it didn't make
20 sense for me to go and seek somebody else, so he gave
21 me direction to somebody.

22 Q. Did you have a number of emails from Mr.
23 Huerta in 2007?

24 A. I do not recall.

25 Q. How about in 2008?

1 A. I do not recall.

2 Q. Did you have any emails from him -- strike
3 that.

4 What kind of a file did you have with
5 respect to this matter?

6 A. Very few pages that I recall. I hardly
7 had any material regarding this matter. I had a
8 verbal agreement. I had a money transfer. That's
9 about it.

10 Q. I'm asking you about documents.

11 MR. SIMONS: He's answered.

12 THE WITNESS: I answered.

13 BY MR. LIONEL:

14 Q. Do you have any documents with respect to
15 Go Global in your file?

16 A. Not that I recall.

17 Q. Do you know who Go Global is?

18 A. Go Global, as far as I recall, is Carlos
19 Huerta.

20 Q. His company?

21 A. I think so.

22 Q. Do you have an operating agreement for
23 Nanyah Vegas?

24 A. What is an operating agreement?

25 Q. You don't know what it is?

1 A. No.

2 Q. You had an accountant, you say, here in
3 Las Vegas?

4 A. Yes.

5 Q. Do you still have an accountant here?

6 A. Not anymore. I moved from his services a
7 few months ago.

8 Q. Is that Dustin Lewis?

9 A. No. His name was Brent Barlow.

10 Q. Did you ever talk to Dustin Lewis?

11 A. I don't even know who he is.

12 Q. Have you now told me, to the best of your
13 recollection, what documents you had?

14 A. I just did.

15 Q. What did you do to prepare for this
16 deposition?

17 A. I read my deposition. I read the
18 interrogatory questions. I saw the agreement,
19 refreshed my memory regarding the agreement of my --
20 of the agreement that showed my due interest in
21 Eldorado Hills and the fact that I will -- I am a
22 claimant for Eldorado Hills. That's it.

23 Q. What documents did you look at with
24 respect to Eldorado Hills?

25 A. Well, the agreement that supposedly sold

1 the rights, if I recall -- if this is what you call
2 this document that was signed, I think, between Sig
3 Rogich and his partners. Whatever was part of the
4 file that was submitted to court.

5 Q. Where did you look at this?

6 A. I looked at it over the Internet.

7 Q. Hmm?

8 A. On the computer, on the email. Not email,
9 on the questions that I --

10 MR. SIMONS: I think he -- Counsel, I
11 think he's explaining the complaint.

12 MR. LIONEL: I'd like to hear his
13 explanation, Counsel.

14 MR. SIMONS: Go ahead. Do you have a
15 question?

16 BY MR. LIONEL:

17 Q. Sure. Tell me again what that document is
18 you looked at.

19 A. As far as I recall, there were a bunch of
20 documents that were passed between my attorney and
21 myself in regards to what we submitted to court in
22 respect of this lawsuit.

23 Q. When did you look at these?

24 A. At the time when I had to -- when I was
25 instructed by my attorney to go over it.

1 Q. When was this?

2 A. A few months ago. When I was summoned,
3 when we tried to make the dates for here.

4 Q. And these are documents that you have at
5 your office?

6 A. I don't have physically even one document.
7 There are some documents that were in an email --
8 which were sent to me by email.

9 Q. By whom?

10 A. By my attorney.

11 Q. And you still have these documents?

12 A. I suppose so.

13 Q. Well, you just looked at them, didn't you?

14 A. Yeah.

15 MR. SIMONS: He said a few months ago.

16 THE WITNESS: A few months ago.

17 BY MR. LIONEL:

18 Q. You haven't looked at them in the last
19 month?

20 A. No.

21 Q. Did you look at any contracts in the last
22 month?

23 A. No.

24 Q. Just the documents the attorney sent you?

25 A. Correct.

1 Q. You didn't look at any documents that you
2 had since 2007 or 2008?

3 A. No.

4 Q. Did you prepare with anyone? Did you
5 prepare with your attorney?

6 A. I think that what I have spoken with my
7 attorney is privileged information.

8 Q. I'm not asking you for the information.
9 I'm asking you whether you spoke with him in
10 preparing.

11 A. We briefly spoke about the process that
12 I'm going to go through like you have explained to me
13 this morning.

14 Q. When did you do that with your attorney?

15 A. Yesterday.

16 Q. Did you see Mr. Huerta yesterday?

17 A. No. Huerta, you mean, Carlos?

18 Q. Carlos.

19 A. No, I have not seen him this time, no.

20 Q. When is the last time you saw him?

21 A. When I saw you.

22 Q. That ill-fated day?

23 A. That was the last time I saw him and spoke
24 to him.

25 Q. Did you speak with me?

1 A. With him.

2 Q. With him. I'm sorry.

3 Now, whenever I say "you," I want to --
4 I'm talking about Nanyah Vegas. You understand that?

5 A. I assume so.

6 Q. And if I say just "Nanyah," also I'm
7 talking about Nanyah Vegas. We're on the same page
8 there?

9 A. (Witness nodded head.)

10 Q. Thank you.

11 THE COURT REPORTER: Is that a "yes"?

12 THE WITNESS: Yes.

13 BY MR. LIONEL:

14 Q. Are you familiar with your complaint in
15 this action?

16 A. In a general way, yes.

17 Q. When is the last time you looked at it?

18 A. A few months ago.

19 Q. You have not looked at it in the last few
20 months?

21 A. Not in the last couple, no.

22 Q. Where did you look at it? In Israel?

23 A. I think I was in Greece, actually.

24 Q. In Mykonos?

25 A. Probably.

1 Q. Carlos Huerta, he gave a deposition. Did
2 you look at that deposition?

3 A. I've looked at all sorts of papers that
4 were there, but I don't recall which one is which. I
5 don't know.

6 Q. I'm asking you specifically about --

7 A. I can't answer. I don't know.

8 Q. -- a deposition of Carlos Huerta.

9 A. I do not know.

10 Q. You don't know if you looked at it?

11 A. No, I don't. There were a bunch of
12 papers. It was -- I mean, not physical but on the
13 computer, and I don't recall which paper is what.

14 Q. You have no recollection you've ever seen
15 Carlos Huerta's deposition in this case?

16 A. I might have. I don't know.

17 Q. Are you familiar with the purchase
18 agreement?

19 A. Which purchase agreement?

20 Q. In this case. The purchase agreement
21 whereby Mr. Huerta got out of Eldorado.

22 A. If I'm not mistaken, this is the purchase
23 agreement that says that -- that acknowledges the
24 potential claims of Nanyah Vegas through
25 \$1.5 million. If this is the document you refer to,

1 then yes.

2 MR. LIONEL: Miss Reporter, would you mark
3 this as Exhibit 2.

4 (Exhibit Number 2 was marked.)

5 BY MR. LIONEL:

6 Q. Let the record show the witness is looking
7 at Exhibit 2.

8 A. Yes. I've seen this page. I've seen this
9 paper.

10 Q. When's the last time you saw it before
11 today?

12 A. Last night.

13 Q. Last night?

14 A. Yes.

15 Q. Were you with your attorney preparing?

16 A. Correct.

17 Q. Are you familiar with the document?

18 A. Generally, yes.

19 Q. Prior to last night, when's the last time
20 you saw it?

21 A. Months ago.

22 Q. Hmm?

23 A. Months ago.

24 Q. Do you remember the occasion?

25 A. No.

1 Q. That is a 2008 document. Did you see it
2 in 2008?

3 A. I do not know.

4 Q. You don't know. You don't know or you
5 don't remember?

6 A. I don't remember.

7 Q. But you don't know?

8 A. I might have.

9 Q. You might have. Okay.

10 A. I might have, because I do remember
11 vividly that Carlos have explained to me, if I'm not
12 mistaken, over the phone, that my rights in the
13 Eldorado Hills are secured and that the buyer of
14 Eldorado Hills from him has taken the commitment to
15 pay me or register my rights or pay me back my
16 investment in Eldorado Hills.

17 Q. When did Carlos tell you that?

18 A. This was at the time when he explained to
19 me that he has his own issues. He had to sell and
20 that my rights remained there. But this is many
21 years ago, so it's the best of my recollection from,
22 you know, the telephone conversation that was going
23 on.

24 MR. LIONEL: Would you mark this as three,
25 Miss Reporter.

1 (Exhibit Number 3 was marked.)

2 BY MR. LIONEL:

3 Q. When did you say was the last time you
4 looked at the complaint in this case?

5 A. A while ago.

6 Q. A while ago. Do you remember the
7 reference to the Teld agreement in the complaint?

8 A. I remember that there was something like
9 that, yes.

10 Q. Would you show Exhibit 3 to the witness,
11 please.

12 A. Teld is the Greek name guy, correct?

13 Q. Yes.

14 A. Eliades.

15 Q. Look at Exhibit 3 and tell me the last
16 time you saw it.

17 MR. SIMONS: Objection to the extent he's
18 never said he saw it.

19 THE WITNESS: I do not even recall whether
20 I saw it or not.

21 BY MR. LIONEL:

22 Q. You don't know whether or not you saw it?

23 A. This one for sure, yes.

24 Q. Let the record show the witness is
25 referring to Exhibit 2.

1 A. This one I do not recall. I do not know.

2 Q. That's fine.

3 A. I may have. I may have not. I just don't
4 remember.

5 Q. Do you remember referenced in the
6 complaint -- you did see the complaint?

7 A. Yes, but it's a while ago -- I do not, you
8 know --

9 Q. Do you remember reference to the
10 Flangas --

11 A. I remember the name Flangas. I met this
12 name somewhere.

13 Q. Mark this as four, Miss Reporter.
14 (Exhibit Number 4 was marked.)

15 BY MR. LIONEL:

16 Q. Mr. Harlap, have you seen that document
17 before?

18 A. I don't know. I might have. I might have
19 not.

20 Q. What's the basis for your claims in this
21 case, Mr. Harlap?

22 A. I have made an investment directly into
23 Eldorado Hills, which was a real estate property
24 outside of Las Vegas, shooting range, if I remember
25 correctly, or part of it was a shooting range. I

1 knew that it was an area that would take some time to
2 develop. A road would probably -- a main road would
3 probably go by it at some point, and this area would
4 be destined to be logistics hub for the expansion of
5 Las Vegas.

6 This, as far as I recall, was the general
7 explanation when Carlos came to my house and pitched
8 me the deal. I transferred the money to Eldorado
9 Hills as per Carlos Huerta's wiring instructions.
10 And as far as I was concerned, that was pretty much
11 it.

12 Q. What you said now is based upon what
13 Carlos told you; is that correct?

14 A. I believe that at the time he also showed
15 me, as I told you, there was the talk about Canamex,
16 an adjacent plot that was not possible to buy, and
17 then he suggested that I go into the first lot that
18 they've just bought, which was the Eldorado Hills.
19 And I agreed to divert my money and transfer it to
20 Eldorado Hills and do the deal with them and be
21 involved with them on that deal.

22 Q. You're talking about something which
23 happened when?

24 A. In 2007, 2008, something like that.

25 Q. Is there any documentation with respect to

1 that?

2 A. The money transfer to Eldorado Hills, I
3 think we have that.

4 Q. Anything else?

5 A. Nothing except the documents that I assume
6 are part of this litigation.

7 Q. You have documents with respect to the
8 money transfer?

9 A. Probably in my accountant's file. There
10 are documents showing that I transferred that -- this
11 on that date, the sum of one and a half million
12 dollars to the account.

13 Q. To what account?

14 A. To the account -- Carlos Huerta, as far as
15 I recall, it was an Eldorado Hills' account.

16 Q. And that's what Carlos told you?

17 A. Might have. I don't recall. But
18 probably. I didn't talk to other people except him
19 and Jacob Feingold in respect to this deal. They
20 were the only people I knew that had to do with this
21 deal. I never spoke to anybody else in respect to
22 this deal.

23 Q. Do you have any emails with respect to it?

24 A. Not that I recall.

25 Q. Any emails with respect to transferring

1 the money or anything like that?

2 A. I don't recall.

3 Q. You don't recall if you have any emails?

4 A. Exactly.

5 Q. You may have some emails still in the
6 file?

7 A. I haven't looked at that file as much as
8 you would call it a file. So I don't know. I really
9 don't know.

10 Q. Let's call it a file. What do you have in
11 it?

12 A. I have no idea. I haven't looked -- I
13 haven't looked at this folder in my email thing in
14 years.

15 Q. Four years?

16 A. In years.

17 Q. In years. Since 2007?

18 A. I don't know. No. I may have. I may
19 have looked at it. You know, for example, if I got
20 from the accountant at the time something to sign or
21 to pay or something, I would probably file it under
22 that folder.

23 Q. You said you're familiar with the purchase
24 agreement?

25 A. I'm familiar with this agreement?

1 Q. Yes.

2 A. Exhibit 2?

3 Q. Yes.

4 A. I'm familiar with this one.

5 Q. But you're not familiar with three or
6 four?

7 A. I'm not sure.

8 Q. Does Exhibit 2 have anything to do with
9 your claim in this case?

10 A. Absolutely.

11 Q. What does it have to do?

12 MR. SIMONS: Objection to the extent it
13 calls for a legal conclusion.

14 BY MR. LIONEL:

15 Q. Your understanding.

16 MR. SIMONS: Again, I get to make
17 objections for the record. Just to keep it clear
18 what you're obligated to ask for or answer and then
19 we can deal with it later. But unless I instruct you
20 not to answer, you're still to answer the question.
21 Does that make sense?

22 THE WITNESS: So I am to answer the
23 question?

24 MR. SIMONS: Right. But sometimes I will
25 interject and makes objections.

1 THE WITNESS: Okay.

2 MR. SIMONS: What was the question again?

3 (Whereupon, the following question was
4 read back by the court reporter:

5 Question: "What does it have to do"?)

6 MR. SIMONS: Same objection. Go ahead.

7 THE WITNESS: To the best of my
8 understanding, according to Exhibit 2, it is clearly
9 showing that when Sig Rogich sold his rights in
10 Eldorado Hills, he -- sorry. Hold on. Sorry.

11 BY MR. LIONEL:

12 Q. I don't want you to read from there. I
13 want your recollection, please.

14 A. That when Carlos left Eldorado Hills and
15 sold his part, whatever it is, his part, to Sig
16 Rogich Foundation, or whatever it's called, the
17 foundation took upon itself the commitment and
18 acknowledged the fact that Nanyah Vegas had a claim
19 for 1.5 million in equity of Eldorado Hills, and
20 there is an annex or a -- what do you call it --
21 appendix, Exhibit -- no Exhibit --

22 Q. Exhibit A?

23 A. Exhibit A. Exhibit A that shows clearly
24 the 1.5 million as a potential claimant.

25 Q. And that's the basis for your claim?

1 MR. SIMONS: Objection. That's not what
2 he said.

3 THE WITNESS: The basis for my claim are
4 established by my legal counsel based on the fact
5 that I could provide or that he could find in
6 regarding to this case. I am no lawyer. So I would
7 not know what is the basis of my rights, except the
8 fact that I know that I invested in Eldorado Hills
9 \$1.5 million. That at some point Carlos, with whom I
10 initially invested, left the company for whatever
11 reasons and made sure that my rights remained.

12 BY MR. LIONEL:

13 Q. Who made sure?

14 A. Carlos.

15 Q. What did he tell you?

16 A. I don't recall what he told me. I think
17 that this document shows, maybe there are other
18 documents that also show, my rights to the
19 \$1.5 million as a potential claimant for Eldorado
20 Hills.

21 Q. You have read the purchase agreement,
22 haven't you?

23 A. This one?

24 Q. Yes.

25 A. I have.

1 Q. A number of times?

2 A. I don't know. It could have been just
3 once. It could have been a couple. I don't know.

4 Q. You don't know whether your claims are
5 based upon that purchase agreement?

6 MR. SIMONS: He just answered that he said
7 it's absolutely, Counsel, and now you're trying to be
8 argumentative.

9 BY MR. LIONEL:

10 Q. Answer, please.

11 A. As I told you, the basis of my claims are
12 established by my legal counsel. It's up to him to
13 tell me whether I have rights or I don't have rights
14 based on the paperwork that I could supply or that he
15 could get.

16 Q. I want your understanding. I don't
17 care -- I'm not referring to what your counsel tells
18 you.

19 Is it your understanding that that
20 agreement affords you rights with respect to your
21 claim?

22 A. You're relating, again, to an agreement,
23 and I'm not going to answer you in regarding to the
24 agreement whether it's establishing my rights. But
25 my rights are established, to the best of my

1 understanding, based on the position of my attorney.

2 Q. And that's it?

3 A. That together with all the paperwork that
4 supports it, I assume.

5 Q. But you're relying on the basis of what
6 your attorney has told you?

7 A. On the one hand, on that. On the other
8 hand, on the fact that I know that I have paid one
9 and a half million dollars into Eldorado Hills and
10 that, to the best of my understanding, at some point
11 somebody took the liberty, Sig Rogich took the
12 liberty to supposedly sell his parts there and mine
13 too, in a way, without me getting any money for it.

14 Q. Please explain "mine too."

15 A. My rights in Eldorado Hills, the one and a
16 half million dollar potential claims of rights in
17 Eldorado Hills.

18 Q. How do you know he sold them?

19 A. Because, to my understanding, or to what
20 Carlos told me at some point or the paperwork that I
21 have seen, I do not know which ones, I understood
22 that there was a deal between Sig Rogich and this
23 Greek named guy, Eliades, who held, I believe, these
24 companies and another one, Flangas, in which he sold
25 the rights. I don't even remember in what portions

1 or whatever. Sold, loan, something like that.

2 Q. And that's based upon what Carlos told
3 you?

4 A. No. There were some -- I assume -- and as
5 far as I -- I assumed there was paperwork that
6 related to that that my attorney has seen, and based
7 upon them, he suggested that my rights are there.

8 Q. That's the extent of your knowledge with
9 respect to the basis for your claim?

10 A. Repeat that.

11 MR. LIONEL: Miss Reporter.

12 (Whereupon, the following question was
13 read back by the court reporter:

14 Question: "That's the extent of your
15 knowledge with respect to the basis for
16 your claim"?

17 THE WITNESS: Pretty much.

18 BY MR. LIONEL:

19 Q. Do you know Mr. Sig Rogich?

20 A. I've met him once in your office.

21 Q. Did you talk with him?

22 A. Only in front of you. Not before and not
23 after, unless you came into the room a couple of
24 minutes later, but that's it.

25 Q. Did you ever have any business dealings

1 with him?

2 A. Never.

3 Q. Any contracts with him?

4 A. Any?

5 Q. Yes.

6 A. Me personally?

7 Q. You personally?

8 A. Only through --

9 Q. You or Nanyah?

10 A. Nanyah Vegas -- only as far as the
11 paperwork relating to this case. Nothing but that.

12 Q. Are you referring to Exhibit 2?

13 A. Among other things, at least to Exhibit 2.

14 Q. What other things?

15 A. I don't know. As much as other paperwork
16 relating to these deals exist, I'm also relating to
17 them.

18 Q. Do you know the Rogich Trust?

19 A. I heard the name or I came across it in
20 one of the papers.

21 Q. That's the extent of it?

22 A. Yes.

23 Q. How about Eldorado Hills?

24 A. Same.

25 Q. You never had any dealings with it?

1 A. Not except what is written here.

2 Q. What is written in Exhibit 2?

3 A. And the money transfer that I did.

4 Q. And the money transfer to Eldorado Hills?

5 A. The money transfer that I did initially
6 for the investment in Eldorado Hills.

7 Q. When did you transfer the money?

8 A. I don't remember.

9 MR. SIMONS: Asked and answered.

10 MR. LIONEL: Did he say before he didn't
11 remember?

12 MR. SIMONS: No, he said in 2007.

13 THE WITNESS: Yeah, '7. Around there but
14 I cannot tell you the date. Could be '6, could be
15 '8. I don't know.

16 BY MR. LIONEL:

17 Q. Do you know Teld?

18 A. I heard the name.

19 Q. That's the extent of it?

20 A. Yes.

21 Q. No dealings with Teld that you know of?

22 A. Except what --

23 Q. You mean there may be some papers, are you
24 saying?

25 A. The papers that are around here. Other

1 than that, not that I know of.

2 Q. You're talking about Exhibit 3?

3 A. Maybe. Maybe other exhibits, too.

4 Q. Do you know the Flangas Trust?

5 A. The same.

6 Q. When you say "the same," you really had no
7 dealings with it?

8 A. Personally, I had no dealings with it
9 beyond the fact that they, to my understanding,
10 purchased some rights in Eldorado Hills to which I am
11 a potential claimant to.

12 Q. What are you a claimant of?

13 A. To 1.5 million worth of ownership in
14 Eldorado Hills.

15 Q. What's that got to do with Teld?

16 A. Well, Teld, to my understanding, is a
17 company that bought, at a later stage, some of the
18 rights to Eldorado Hills.

19 Q. That's the extent of what you know about
20 Teld?

21 A. Yes.

22 Q. Do you know Mr. Eliades, Pete Eliades?

23 A. Personally not.

24 MR. LIONEL: Do you know how to spell
25 that?

1 THE COURT REPORTER: Yes.

2 BY MR. LIONEL:

3 Q. Do you know anything about Imitations,
4 LLC?

5 A. No.

6 Q. Did you ever hear that name before?

7 A. Not that I recall.

8 Q. Do you know the woman sitting at my right
9 hand, Melissa Olivas?

10 A. By the looks of her, I might want to.

11 Q. I agree with that. But answer the
12 question.

13 A. Other than that, no.

14 Q. Do you know Mr. Brandon McDonald?

15 A. No.

16 Q. Did you ever hear that name before?

17 A. I don't recall hearing the name.

18 Q. How about Summer Rellmas, R-E-L-L-M-A-S?

19 A. I don't know.

20 Q. You don't know that name?

21 A. I don't recall hearing the name. I may
22 have but I don't recall.

23 Q. Do you know what an interrogatory is in a
24 lawsuit?

25 A. Not precisely, no.

1 Q. How about imprecisely?

2 A. Questioning.

3 Q. It's questioning. Did you ever answer
4 interrogatories?

5 A. You mean other than in this case?

6 Q. In this case.

7 A. In this case?

8 Q. Yes.

9 A. Yes. As far as I recall, there were
10 questions that were sent to me and I had to answer.

11 Q. Did you ever answer interrogatories in
12 another case?

13 A. No. I mean, not that I recall. There
14 were proceedings, initial proceedings at some point
15 that were rejected by court, and then we appealed.
16 So maybe there was something in this respect, but I
17 don't know if there were interrogatories or not or
18 what it was or to what extent I then gave any
19 information. I do not recall.

20 MR. LIONEL: Would you mark this.

21 (Exhibit Number 5 was marked.)

22 BY MR. LIONEL:

23 Q. Mr. Harlap, do you now have Exhibit 4 in
24 front of you?

25 A. I have Exhibit 5 in front of me.

1 MR. LIONEL: Is it five?

2 THE COURT REPORTER: Yes.

3 BY MR. LIONEL:

4 Q. I'm sorry. That's Nanyah Vegas, LLC's
5 First Amended Answers to Defendants' First Set of
6 Interrogatories; is that correct?

7 A. Apparently.

8 Q. Are you familiar with them?

9 A. I think that I have gone through them,
10 yes. As far as I recall, I have gone through them.
11 Not in paper, on the -- on the computer.

12 Q. On the computer.

13 You said that you were sent
14 interrogatories; is that correct?

15 A. Yes.

16 Q. On the computer?

17 A. I think so, yeah. I think it was a hefty
18 file. It could have been this one.

19 Q. Did you first receive interrogatories --
20 strike that.

21 That has interrogatories and answers; is
22 that correct?

23 A. Yes, I think so.

24 Q. Go ahead and look at it.

25 A. Yes, they are Answers to Interrogatories.

1 Q. Did you first receive a set of
2 interrogatories?

3 A. I think so. I don't recall. Because I
4 was asked to answer questions, I answered questions
5 as far as I recall, but whether it's this one or
6 there was -- I think there was an initial set and
7 then there was another set which was much bigger.

8 Q. And did you answer the interrogatories?

9 A. As far as I recall, yes.

10 Q. You received interrogatories which are
11 questions, correct?

12 A. Correct.

13 Q. And did you answer them?

14 A. To the best of my understanding, I have.

15 Q. Tell me what you did.

16 A. I read through the questions. As far as I
17 recall, I read through the questions --

18 Q. Want to change chairs?

19 A. No, it's okay.

20 Q. I don't want you falling down in my
21 office.

22 A. No. No. It's okay.

23 As far as I recall, I read the questions,
24 and I answered them. That's as much as I recall.

25 Q. Did you answer them on the computer?

1 A. Yeah. I haven't -- I have done nothing in
2 writing. That's for sure. In handwriting, I've done
3 nothing.

4 Q. So you received the questions on the
5 computer, the interrogatories?

6 A. I think so. I'm not sure. I think so,
7 yeah. Yeah, I think so.

8 Q. Why do you say "I think so"?

9 A. Because I'm not 100 percent sure, so I
10 just think so. Because I do not recall something
11 else, but I do not recall that in particular as well.

12 Q. It came to you on the computer?

13 A. Most probably.

14 Q. Could they have come to you in print?

15 A. I don't --

16 Q. In type?

17 A. Theoretically, it could have been FedExed
18 to me. But you know how much information I'm getting
19 and paperwork in my office every day, you know, from
20 dealings that I have throughout the world? I do not
21 recall that or the other paper, whether it was on the
22 computer or whether it was in a FedEx package or
23 whatever.

24 Q. And you answered the questions?

25 A. To the best of my recollection.

1 Q. On the computer or in longhand or with a
2 typewriter?

3 A. I did not type, I mean, on the typewriter.
4 And I -- for sure I did not do anything in
5 handwriting.

6 Q. You don't know how you answered them?

7 A. I don't remember. But probably -- if I
8 answered, I probably typed on the computer, answered
9 the questions that my attorney asked or things like
10 that.

11 Q. And you answered all the questions?

12 A. As far as I recall. I do not recall my
13 lawyer telling me that he's missing an answer.

14 Q. As far as you recall you answered all the
15 interrogatories?

16 A. As I told you, as far as I recall, my
17 lawyer never told me that he's missing an answer from
18 me.

19 Q. And where did the information come from so
20 that you could answer these questions?

21 A. The ones I could answer from my memory, I
22 answered from my memory.

23 Q. How about those you didn't have a memory
24 of?

25 A. So I probably told my lawyer I do not have

1 a memory.

2 Q. I thought you answered all the questions?

3 A. As far as I could, I did answer all the
4 questions.

5 Q. Did you have anything to look at to help
6 you answer the questions?

7 A. If I had, it was paperwork that was
8 resubmitted to me with the questions in the email
9 from my attorney.

10 Q. Did you have the --

11 A. I don't recall having -- going to a file,
12 taking out papers and looking at them in order to
13 answer.

14 Q. You don't remember getting anything to
15 help you answer?

16 MR. SIMONS: That's not what he said.
17 That mischaracterizes his testimony. He's already
18 said he got documents from the attorney.

19 MR. LIONEL: Would you read back the
20 answer, Miss Reporter?

21 MR. SIMONS: Which one? He said it three
22 times so far.

23 MR. LIONEL: Four is lucky.

24 MR. SIMONS: Well, four will be the last
25 one.

1 BY MR. LIONEL:

2 Q. I think you answered that you didn't go to
3 any books or anything like that to help you; is that
4 correct?

5 A. I don't have a physical folder in my
6 office at home, which is where I work from most of
7 the time, that has paperwork relating to this
8 investment. I assume that if I looked at something,
9 it was in the file in the folder on my computer.

10 Q. What do you have in the file on your
11 computer?

12 A. Only what I told you. I don't remember
13 what I have on my computer. But if I looked at
14 anything, this would have been the place where I
15 would probably find it.

16 Q. How long did it take you to answer the
17 questions -- the interrogatories?

18 A. Oh, reading it was a long thing,
19 especially the second version.

20 Q. How long did it take you, approximately?

21 A. A few days.

22 Q. Did you have Mr. Carlos Huerta's
23 deposition at the time you answered them?

24 A. I think you've asked me this question, and
25 I do not know.

1 Q. No, I did not.

2 MR. SIMONS: You asked him if he had the
3 deposition. Let's do this. Lay the foundation
4 whether he knows what a deposition is.

5 BY MR. LIONEL:

6 Q. You know what a deposition is, don't you?

7 A. I think so.

8 Q. You think so.

9 It's a little booklet with questions and
10 answers.

11 A. Yes.

12 Q. Correct. And you don't remember whether
13 you saw Carlos Huerta's deposition?

14 A. This is what I told you before.

15 Q. Correct. I'm asking you whether -- that
16 means you did not have the deposition of Mr. Huerta
17 at the time you did the Answers to the
18 Interrogatories?

19 A. This is not what I said.

20 Q. Tell me what you said.

21 A. I said that I do not know nor remember
22 whether I had it or I didn't have it.

23 Q. Do you know whether you used it in
24 conjunction with preparing --

25 A. I do not remember what I used or what I

1 did not use.

2 Q. I've got to get this on the record
3 clearly.

4 A. Go ahead.

5 Q. You do not remember whether you used the
6 Huerta deposition to prepare your Answers to the
7 Interrogatories?

8 A. I do not recall using or not using any
9 such paper because I do not know if I had ever seen
10 such paper or not. I don't remember. And if I said
11 at any point that I did in writing, it means that I
12 did.

13 Q. Would you open your Exhibit 5 to page 4.
14 I'm going to take you down to line -- I'm going to
15 start reading from line 19 into the record.
16 "Additionally, facts supporting Nanyah's rights and
17 claims are set forth in the transcript of the
18 deposition of the person most knowledgeable of Nanyah
19 Vegas, LLC, pursuant to N.R.C.P. 30(b)(6) taken on
20 April 3rd, 2014, Nanyah deposition, at page and
21 line 25:6-27:4, the documentation relating to
22 Nanyah's \$1,500,000 investment in Eldorado, including
23 bank statements from Nevada State Bank and agreements
24 executed in 2007 and 2008, including the purchase
25 agreement, 28:4-13, Nanyah transferred \$1,500,000 to

1 Eldorado, most likely by wire, 29:9-31:19. Carlos
2 Huerta coordinated and expected transfer of 1,500,000
3 from Yoav Harlap on behalf of Nanyah to Eldorado's
4 bank account with Nevada State Bank."

5 Did you write that answer?

6 A. Most probably.

7 Q. I beg your pardon?

8 A. Most probably.

9 Q. Most probably. You don't know whether you
10 did or didn't?

11 A. I do not remember.

12 Q. And you wrote it where, on the computer?

13 A. If, then yes.

14 Q. Hmm?

15 A. If I wrote -- if, then yes.

16 Q. Now, if you look at page 5, you will see
17 that everything there is shown as coming from Carlos'
18 deposition. Do you see that on page 5?

19 A. If I read page 5, I can tell.

20 Q. Sure. Sure.

21 A. What is the question?

22 Q. The question is: Did you write everything
23 that appears on page 5?

24 A. I do not remember.

25 Q. Do you remember --

1 A. I don't think -- I don't think that I
2 wrote it. I think that this is the deposition of
3 Mr. Huerta.

4 Q. Mr. Harlap, the references here are to
5 Huerta's deposition.

6 A. So obviously I did not write --

7 MR. SIMONS: Hold on. What's the
8 question?

9 MR. LIONEL: I haven't got it out yet.

10 MR. SIMONS: I know.

11 BY MR. LIONEL:

12 Q. What appears here on page 5, and if you
13 look, it's also most of page 6, is information
14 purportedly coming from the deposition of Carlos
15 Huerta.

16 A. Apparently so.

17 Q. And my question to you is: Who prepared
18 that page 5 and most of page 6?

19 MR. SIMONS: Counsel, I'm going to direct
20 your attention to page 2, and you will see that these
21 interrogatory answers are prepared on behalf of
22 Nanyah by and through its undersigned counsel. Your
23 question on Interrogatory 1 is, "What are the rights
24 and claims of Nanyah, the basis for such rights and
25 claims," and et cetera.

1 So in your interrogatory, you've asked a
2 party for its legal rights and its legal claims. So
3 that information is to be provided by counsel in
4 order to be complete and accurate.

5 I get to say what I get to say.

6 In response to your interrogatory, the
7 response has been verified by the client. That means
8 they're bound by those answers.

9 MR. LIONEL: I understand he's bound by
10 them. That's why I'm asking him.

11 MR. SIMONS: Well, you also understand
12 that Nanyah entity is -- Nanyah Vegas is an entity,
13 not an individual. So, therefore, it's entitled to
14 rely upon information that its agents acquired.

15 MR. LIONEL: That's a speaking objection,
16 Counsel.

17 MR. SIMONS: I know, but you're trying to
18 confuse this gentleman.

19 MR. LIONEL: I'm not trying to confuse
20 him. My questions are straight forward. He's
21 intelligent. He answers them. Why am I confusing
22 him? The question is very straight forward. I'm
23 asking whether he wrote what appears on page 5 and
24 most of page 6 of this Exhibit 5. That's a straight
25 forward -- either he did or he didn't.

1 THE WITNESS: What is written on page 5 is
2 taken from the deposition of Carlos Huerta.
3 Obviously, I did not write the deposition of Carlos
4 Huerta.

5 In regards to the answers to the
6 interrogatory questions that you've sent to me, they
7 were primarily prepared with my counsel. I answered
8 what I could answer to him, but, of course, I am not
9 the one putting the exact wording as to answer your
10 questions. I'm not a lawyer.

11 BY MR. LIONEL:

12 Q. Somebody wrote page 5 and 6, okay?

13 A. Obviously, the assembly of all the
14 material was done by my attorney's office.

15 Q. Oh, the attorney's office wrote this?

16 A. The attorney's office compiled all the
17 information. Whether some of it came from a question
18 they asked me or not, I do not recall. Whether
19 something was a question over the phone may have been
20 because we had a couple of phone conversations as
21 well. But I do not know how to prepare something
22 like this. This is the job of my attorney.

23 Q. I'll accept that from you, but my question
24 is, then you did not write page 5 and page 6?

25 A. If you think that I physically typed all

1 these pages, no.

2 Q. Here, let's take Exhibit 5. What is your
3 work in it? What can you --

4 A. I do not recall per page what was my work.
5 My work was basically I had a couple of calls with my
6 attorney. We went over -- generally, he sent me some
7 reading material. I read through it. He asked me if
8 I had any specific remarks in that respect. As far
9 as I recall, I did not have any specific remarks. He
10 sent me a final version. I went through it. It took
11 a few days. I didn't see there anything that was --
12 that seemed to me like something that I could not
13 support. And that's it.

14 Q. Did you read this entire document?

15 A. I have. Unfortunately, I had to, yes.

16 Q. Turn to page 97. You see on the fourth
17 line it says, "Contemporaneous with the execution of
18 the purchase agreement," that paragraph. Would you
19 read it to yourself, please.

20 A. Until where? Until 9?

21 Q. To line 9, okay? You read it. I'm not
22 concerned with -- do you know where that paragraph
23 came from?

24 A. I don't remember.

25 Q. Would it surprise you when I tell you it

1 came from paragraph 38 of your complaint, word for
2 word?

3 A. It will not do anything to me, surprise or
4 not surprise.

5 Q. Did you use the complaint in preparing
6 this document?

7 A. My attorneys used the paperwork that they
8 needed to use. I read through it. I answered
9 questions as far as they were -- I answered questions
10 as far as my attorney had questions. That's it.

11 Q. Are all the answers in Exhibit 5 true?

12 A. I think that everything that I -- that I
13 have written through my attorney is true.

14 Q. I'm asking you whether everything in
15 Exhibit 5, all the answers, are true?

16 A. As far as I remember, yes, absolutely.

17 Q. And you're telling me you looked at all
18 the answers in here?

19 A. I read the whole paper, pretty much, as
20 far as I remember.

21 Q. Would it surprise you when I tell you this
22 particular paragraph now that you read is repeated 25
23 times in this document?

24 A. No. There were a lot of paragraphs that
25 were repeated. Because, if I remember correctly,

1 there was a first version and then you asked for a
2 more elaborate one and then -- and then it was
3 prepared and everything repeated itself again and
4 again.

5 Q. I'm only concerned about the second
6 version, which is the Exhibit 5.

7 A. Okay.

8 Q. I'm telling you this paragraph is repeated
9 no less than 25 times in this document.

10 MR. SIMONS: There's no question. He's
11 making a statement. So what? What's the question?
12 Don't answer. There's no question pending.

13 BY MR. LIONEL:

14 Q. Were you aware that as many as 25 times
15 that paragraph --

16 A. I didn't count.

17 Q. And you would have answered that 25 times?

18 A. Pardon?

19 Q. And you answered that -- strike that.

20 MR. SIMONS: There's no question there.

21 BY MR. LIONEL:

22 Q. And I will repeat again, as far as you
23 know, everything -- all the answers in here are true?

24 A. Correct.

25 MR. SIMONS: That's what the verification

1 says.

2 MR. LIONEL: Except for those that said
3 upon information and belief, and as to those, he
4 believed them to be true.

5 MR. SIMONS: That's fair.

6 BY MR. LIONEL:

7 Q. Would you like to take a break,
8 Mr. Harlap? I'm prepared to go forward.

9 A. We can go forward.

10 Q. Good. Nanyah Vegas was formed in 2007.
11 Fair statement?

12 A. More or less. It was formed for the
13 purpose of this investment.

14 Q. What was your role in its formation?

15 A. Probably signing a couple of papers.

16 Q. Are you the manager?

17 A. Yes.

18 Q. Are you the only one who's ever been a
19 manager of Nanyah Vegas?

20 A. Yes.

21 Q. What are the duties of the manager?

22 MR. SIMONS: Objection to the extent
23 you're asking for a legal conclusion.

24 MR. LIONEL: No, it's not.

25 ///

1 BY MR. LIONEL:

2 Q. What's your understanding of the duties of
3 a manager?

4 MR. SIMONS: That's a better question.

5 THE WITNESS: Like in any other company.

6 BY MR. LIONEL:

7 Q. Were there any particular duties?

8 A. I have to work in the best interest of the
9 company.

10 Q. Did Nanyah Vegas ever have any employees?

11 A. No.

12 Q. Did you have any office?

13 A. There is a registered office, perhaps, but
14 not a physical office, no.

15 Q. Ever have a bank account?

16 A. No.

17 Q. In Israel or in the United States?

18 A. Not that I recall, no.

19 Q. Did it file any tax returns?

20 A. Yes.

21 Q. This company?

22 A. As far as I remember, yes, through this --
23 the Vegas accountant.

24 Q. Filed tax returns for --

25 A. I don't know if it's called tax returns,

1 but I know that I -- because I had this company, I
2 had to have an accountant in America, and I took this
3 accountant and he did whatever he needed to do.
4 There are Kls, or whatever you call them, that every
5 year that he has to get and he does some reporting,
6 and whether it has to do with this or with the other
7 investments that I have in the US, I'm doing that on
8 an annual basis, yes.

9 Q. You know what a K1 is?

10 A. I know that there is such a form. I've
11 seen it. I've signed it a hundred times, but the
12 legal standing of this document, I don't know.

13 Q. Did you ever get a K1 with respect to
14 Nanyah Vegas?

15 A. I don't know.

16 Q. Do you have any recollection you ever saw
17 one?

18 A. I don't have recollection that I saw it.
19 I don't get into this at all. I have so many
20 investments. I do not look at all these papers. I
21 have my accountants preparing the paperwork for me
22 and telling me where to sign, and this is what I do.

23 Q. Do you sign the Kls?

24 A. If I need to, then I sign them. If I'm
25 instructed to by my accountant, I do.

1 Q. Tell me about your education, Mr. Harlap,
2 just briefly.

3 A. I graduated from high school, and beyond
4 that I did a year and a half in the Haifa, H-A-I-F-A,
5 University in Israel, and then that is where my
6 education, formal education ended, because I had to
7 take care of my interest in my family company.

8 Q. What is your business?

9 A. Primarily we are car importers and
10 distributors.

11 Q. Is the name of the company Colmobil?

12 A. Yes.

13 Q. And how long have you been in that
14 business?

15 A. Pretty much since I was born.

16 Q. It's a family business?

17 A. Correct.

18 Q. Now, you say you have investments all over
19 the world?

20 A. I have other investments, yes.

21 Q. You have no other investments in the
22 United States?

23 A. I do. But all my investments in the
24 United States are after this one, except if there was
25 a -- some fund or something that I invested or my

1 family office invested through, and I don't even
2 know.

3 Q. Tell me what records you have of this
4 investment.

5 A. Of which investment?

6 Q. This investment in Nanyah.

7 MR. SIMONS: Asked and answered. You went
8 over that first thing.

9 THE WITNESS: In Nanyah?

10 BY MR. LIONEL:

11 Q. Yes.

12 A. Or in Eldorado Hills?

13 Q. Either one. In Eldorado Hills. Go ahead.

14 A. I don't remember which paperwork I have,
15 but as much as I have, they are included in the
16 paperwork that was submitted to court.

17 Q. What paperwork was submitted to court?

18 A. I have no idea, but if there were any,
19 then it's there.

20 Q. I'm asking you what records you have of
21 the investment.

22 A. What?

23 Q. What records you have of the investment.

24 A. I don't know.

25 Q. You don't know?

1 A. As far as -- I don't remember which
2 records I do have. I have -- I think my accountant
3 has or my accounting lady has the money transfer
4 proof, et cetera, things like that.

5 Q. The money was transferred to who?

6 A. To Eldorado Hills.

7 Q. Eldorado.

8 As far as you know, to the extent there
9 are records, you don't have them, your accountant has
10 them; is that what you're saying?

11 A. Either my attorney has them and/or my --
12 the accountant may have seen some paperwork like that
13 in the past.

14 Q. But you, back in Israel, have no copies?

15 A. I don't think so, no.

16 Q. You don't think so?

17 A. No, I don't think so.

18 Q. Is it possible you have some records?

19 A. Everything is possible.

20 Q. Hmm?

21 A. Everything is possible theoretically.

22 Q. I accept that.

23 How often do you travel to Las Vegas?

24 A. It's very seldom.

25 Q. Did you travel here when your daughter was

1 in school?

2 A. I traveled when my daughter was in school
3 in order to meet you.

4 Q. That one time?

5 A. Exactly.

6 Q. Where did she go to school?

7 A. In New York.

8 Q. And that was the last time you were in Las
9 Vegas?

10 A. Correct.

11 Q. When did you arrive?

12 A. Pardon?

13 Q. When did you arrive this time?

14 A. Yesterday.

15 Q. Do you consider yourself a sophisticated
16 investor?

17 A. Sophisticated enough, I guess, but I know
18 that there are many things that I don't know.

19 Q. Are there other investors in Nanyah --

20 A. No.

21 Q. -- besides you?

22 A. No.

23 Q. It's all your own investment?

24 A. It's my own, yes.

25 Q. You don't know what an operating agreement

1 is?

2 A. No.

3 Q. It's like a constitution for an
4 organization --

5 A. Oh.

6 Q. -- the bylaws and so forth.

7 A. Bylaws of the company. Yeah, I know what
8 are bylaws.

9 Q. That's bylaws. But there's also what is
10 known as an operating agreement. Do you have any
11 recollection that there is an operating agreement --

12 A. No.

13 Q. -- for Nanyah?

14 A. There may be. There may be not. I don't
15 know if I was -- if I legally had to do such
16 paperwork and it was brought to my attention, then
17 probably there is. If I was not, then no. Other
18 than that, I do not recollect.

19 Q. Do you use email?

20 A. Yes.

21 Q. Do you text?

22 A. I text, yeah. I text also.

23 Q. I may have asked this before, but I want a
24 clear answer. Did you get emails from Carlos Huerta?

25 A. Over the years, I got a few emails from

1 Carlos Huerta, I guess.

2 Q. And where are those emails?

3 A. Probably, if they exist, as far as they
4 exist, they would be in the Nanyah Vegas folder on my
5 computer, or if they were just things that I thought
6 that were not of any relevance, I would probably just
7 erase them.

8 Q. But the other ones would be on the
9 computer?

10 A. If there are any, they would be there.

11 Q. Now, you said you saw him in Israel; is
12 that correct?

13 A. I saw him in Israel when he came to pitch
14 the deal.

15 Q. That was in 2007?

16 A. Around.

17 Q. Do you remember when in 2007?

18 A. I cannot even confirm it was 2007 not 2006
19 or 2008. I don't remember. I also saw him later in
20 some wedding of our mutual friend.

21 Q. Who introduced you to Carlos, Jacob?

22 A. Jacob Feingold, yes.

23 MR. LIONEL: Do you know Jacob?

24 MS. OLIVAS: Yes.

25 THE WITNESS: And if she knows, she does

1 not forget.

2 BY MR. LIONEL:

3 Q. Where did he do the pitching? Was that
4 your home?

5 A. Yes, if I remember correctly.

6 Q. Who else was there at the time?

7 A. Jacob and him, as far as I remember.

8 Q. That's Jacob Feingold?

9 A. Correct.

10 Q. And what did Carlos tell you at the time?
11 Who else -- what did he tell you?

12 MR. SIMONS: Asked and answered.

13 THE WITNESS: Mr. Lionel, this was so many
14 years ago that if you really want me to be able to
15 tell you exactly what he told me, it would be
16 unserious of me to attempt to answer. Basically, he
17 pitched a deal, a real estate deal, close to Las
18 Vegas. I remember it was supposed to be logistic --
19 for logistic purposes in the future, a road, highway
20 would cross it or there would be a junction, et
21 cetera. This was when they still thought of Canamex
22 and Eldorado Hills as two adjacent plots, as far as I
23 recall.

24 BY MR. LIONEL:

25 Q. Give me the rest of the pitch that you

1 recall.

2 A. That's what I recall.

3 Q. Nothing else?

4 A. From that time, that's it. They were
5 partners in that deal with supposedly a reputable
6 individual named Sig Rogich, who is a well-known
7 figure in Las Vegas, with whom they have done
8 previous deal in which he made a lot of money, and
9 that's about it.

10 Q. That was the deal that Jacob was in?

11 A. I think so. I think so, yeah.

12 Q. And he made a lot of money?

13 A. Sig Rogich apparently made a -- through
14 him.

15 Q. How about Jacob?

16 A. I hope for him that he did too. I think
17 he did.

18 Q. Did he tell you he did?

19 A. I don't remember if he told me he did on
20 that deal. I know Jacob made money in Las Vegas.
21 Whether it is on that deal or another deal, I don't
22 know.

23 Q. What else do you remember about the pitch?

24 A. You've already asked me that, and if I
25 remembered anything, I would have told you.

1 Q. Don't remember anymore?

2 A. No. This was many years ago.

3 Q. I understand that.

4 A. Mr. Lionel, I have people pitching deals
5 to me several times a week, all year long. You know,
6 this was just another one of them. And I did not
7 make my investment based on specifics of the deal in
8 terms of analyzing paperwork, in terms of sending
9 surveyors myself, in terms of seeking external --
10 external valuations, et cetera, et cetera. It was
11 not based on that.

12 Q. What was it based on?

13 A. It was based on, at that time, about 25
14 years very close relationship with Jacob Feingold and
15 his entire family, who are very close family, very
16 close friends to me. Of knowing Jacob through bad
17 times and good times and knowing that Jacob's
18 partner, by then, for quite a few years was Carlos
19 Huerta, whom was very highly considered by Jacob and
20 his family as a religiously honest guy with whom they
21 have done several deals, most of which were good,
22 some of which were not so good. I don't know if they
23 were not so good then or they became not so good
24 later. I don't know to tell you the dates.

25 But from my personal, friendly

1 relationship with the Feingold family, I knew that
2 they had this partner in Las Vegas whom they thought
3 very highly of and had an extremely good experience
4 with, and that he was considered by them as
5 religiously honest to the extreme.

6 From my couple of meetings with him, I got
7 the same -- the same impression.

8 Q. With a couple meetings?

9 A. Yes.

10 Q. How many?

11 A. A couple.

12 Q. All at your home?

13 A. No. I told you, I met him also in the
14 wedding of the son of Jacob Feingold. I met him at
15 Jacob Feingold's 60th birthday, to the best of my
16 recollection. Perhaps another once or twice there.
17 And I met him when I came to meet you.

18 Q. But only one time was it a pitch?

19 A. Yeah.

20 Q. Did he talk about Canamex, too, at that
21 pitch?

22 A. As far as I remember, yes.

23 Q. What did he tell you?

24 A. There was an adjacent property to a
25 property that was the Eldorado Hills, which they by

1 then already either bought or were in the process of
2 buying, and obviously they needed more investors in
3 order to try and add this other parcel, which later
4 on was not possible, and so they suggested that I
5 would join the Eldorado Hills investment, which I
6 did.

7 Q. Did you tell them how much you were going
8 to put in?

9 A. At some point I told them.

10 Q. At the time of the pitch or another time?

11 A. I don't remember. I think probably --
12 probably, knowing myself, probably not. But maybe
13 there was a minimum. Maybe they gave me expectations
14 or something or maybe I gave them the understanding
15 that it is within reason, you know, within reasonable
16 limits. I don't know. We're talking years back.

17 Q. As part of that pitch, did Mr. Carlos give
18 you any documents --

19 A. I remember that I saw some maps, but I
20 don't remember if he gave them to me or he just
21 showed them to me.

22 Q. That's the extent of what you saw?

23 A. Yeah.

24 Q. And when you decided to invest, did you
25 tell Carlos you were going to -- tell me what