

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

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

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

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

20 **JOINT APPENDIX VOL. 5**

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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 1 of 2	10/7/19	34-35	JA_008121-8369
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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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
Complaint	7/31/13	1	JA_000001-21
Complaint	11/4/16	4	JA_000777-795
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Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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

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			
	Judgment			

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

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

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

1	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,			
	LLC's Memorandum of			
	Costs and Disbursements			
6	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, and Teld,			
	LLC's Motion for Summary			
	Judgment			
10	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
11	Individually and as Trustee			
12	of the Eliades Survivor Trust			
13	of 10/30/08, and Teld,			
14	LLC's Reply in Support of			
15	Their Motion for Summary			
16	Judgment and Opposition to			
	Countermotion for Summary			
	Judgment			
17	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
18	Individually and as Trustee			
19	of The Eliades Survivor			
20	Trust of 10/30/08, Teld,			
21	LLC, and Eldorado Hills,			
22	LLC's: (1) Opposition to			
23	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			
	Eldorado Hills, LLC's	11/6/19	37	JA_008903-8920
	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			

1	Errata to Nanyah Vegas,	9/5/18	14	JA_003352-3357
2	LLC's Opposition to Motion			
3	for Rehearing and			
4	Countermotion for Award of			
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
	Conference			

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
4				
5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
11				
12				
13	Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
14				
15				
16				
17	Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
18				
19				
20				
21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
22				
23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
24				
25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
26				

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

1 2 3 4 5 6 7 8	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
9 10 11 12	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
13 14	Nanyah Vegas, LLC's Notice of Compliance with 4-9-2019 Order	4/16/19	29	JA_007052-7061
15 16 17 18 19 20 21	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
22 23 24 25 26	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

1	Nanyah Vegas, LLC's Reply	5/15/18	8	JA_001826-1829
2	in Support of Motion to			
3	Continue Trial and to set			
4	Firm Trial Date			
5	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009033-9040
6	in Support of Motion to			
7	Retax Costs submitted by			
8	Eldorado Hills, LLC, Peter			
9	Eliades, Individually and as			
10	Trustee of the Eliades			
11	survivor Trust of 10/30/08,			
12	and Teld, LLC's			
13	Memorandum of Costs and			
14	Disbursements			
15	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009041-9045
16	in Support of its Motion to			
17	Retax Costs Submitted by			
18	Sigmund Rogich,			
19	Individually and as Trustee			
20	of the Rogich Family			
21	Revocable Trust, and			
22	Imitations, LLC's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Nanyah Vegas, LLC's Reply	3/27/19	25	JA_006114-6134
	in Support of Motion to			
	Settle Jury Instructions			
	Based Upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
	Judgment			

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

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

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

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

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

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

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

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

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

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

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

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 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. 5** 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

1 happened.

2 A. What is exactly the question?

3 Q. You made a determination to invest. You
4 don't remember whether it was at the time of the
5 pitch or not. Did you tell Carlos that you were
6 going to invest?

7 A. At some point I guess I did either tell
8 him directly or tell Jacob who told him.

9 Q. You're not sure which?

10 A. No.

11 Q. But it could have been direct?

12 A. Could have been direct.

13 Q. In writing? On a computer? By email?

14 A. I don't think so. Not at that time. I
15 don't think that I had email exchange -- I don't
16 remember. I don't want to say what I don't remember.
17 I don't remember.

18 Q. But that was in 2007?

19 A. Around that time, yeah.

20 Q. Around that time could be 2006, 2008, but
21 you don't remember?

22 A. I don't remember the dates, no.

23 Q. You don't remember the years?

24 A. Apparently I don't even remember the
25 years.

1 Q. Is there any writing with respect to that
2 investment?

3 A. I think you've asked that, and I've
4 answered it in so many ways already.

5 Q. Try me again.

6 MR. SIMONS: In addition to what he's
7 already testified to that he's put in the record?

8 MR. LIONEL: Yes.

9 THE WITNESS: Not as far as I remember.

10 BY MR. LIONEL:

11 Q. No documentation?

12 MR. SIMONS: He's already answered.
13 You're asking for anything else he recalls. He's
14 answered that question three times.

15 BY MR. LIONEL:

16 Q. No documentation that you know of?

17 A. Not as far as what I remember beyond what
18 has already been submitted.

19 Q. You told me that the accountants had some
20 records of the money or something like that?

21 A. I assume that in my accounting records --

22 Q. You're assuming?

23 A. I am assuming that in my accounting
24 records there must be proof of the transfer of the
25 money, yes.

1 Q. But as far as you know of your own
2 records, back in Israel, there is nothing with
3 respect to the investment in Eldorado?

4 A. That's as far as I remember.

5 Q. It's all in your head?

6 A. Yeah. And apparently not enough of it
7 because then I could answer your questions better.

8 Q. Do you know what kind of entity Eldorado
9 Hills is?

10 A. If I remember correctly, it's an LLC.

11 Q. It's an LLC?

12 A. I think so.

13 Q. Did you ever see its property?

14 A. No.

15 Q. Did you ever see its offices?

16 A. No.

17 Q. Did you ever see anybody who was employed
18 by that company except Carlos originally?

19 A. And I saw Sig Rogich. I don't know if he
20 was employed or not, but I saw him in your office.

21 Q. And that's it?

22 A. That's it.

23 Q. But you didn't talk with him, did you?

24 A. At that point in time, he talked a little
25 bit about the election because it was a hot topic,

1 and maybe some -- something about Israel he said or
2 something like that.

3 Q. Did you ever see anything with respect to
4 Eldorado Hills? Any kind of a document or anything?

5 A. Only the ones that I acknowledged seeing.

6 Q. You mean the maps?

7 A. Those maps or things like that, yeah.

8 Q. When you say "things like that," what are
9 you inferring?

10 A. There were some -- it was like -- I think
11 it was a map or a few pages. I don't remember if it
12 was a one-page or a two-page or a three-page that had
13 some drawings. I remember there were some drawings
14 there, and whether there was an aerial photo or a
15 photo or something like that.

16 Q. And that was with respect to the Eldorado
17 property?

18 A. With Canamex and Eldorado, because the
19 idea, as far as I remember, was to look at it as a
20 whole.

21 Q. Did you ever get any phone calls from
22 Huerta when he was in the United States and you were
23 in Israel?

24 A. You mean from 2006, 2007?

25 Q. From the time of the pitch, after the

1 pitch.

2 A. Probably. If then, not hardly even a
3 handful.

4 Q. There was some phone calls?

5 A. Maybe. Maybe. Maybe Jacob. Maybe
6 when -- you know, maybe Jacob was next to him. Maybe
7 he called me for the one or the other matter that had
8 to do with this accountant that I -- that he assisted
9 me in finding, and that's it.

10 Q. Do you have any records of any of the
11 phone calls?

12 A. No.

13 Q. Ever get any letters from him?

14 A. Written letters?

15 Q. Yes.

16 A. Not that I recall.

17 Q. But you did get some emails?

18 A. I got some emails.

19 Q. And you don't have any -- you don't still
20 have any emails?

21 A. I don't know.

22 Q. You don't know?

23 A. I don't know.

24 Q. You could have some?

25 A. I could have some emails that remained in

1 the folder if I didn't erase them, yes.

2 Q. Do you have a file with respect to
3 Canamex?

4 A. Separately, no.

5 Q. I mean anything you have would be together
6 with Eldorado?

7 A. Yes.

8 Q. Do you claim to have a membership interest
9 in Eldorado?

10 A. Correct. As much as I understand the
11 legal term "membership interest."

12 Q. What's the extent of your membership
13 interest?

14 MR. SIMONS: Objection to the extent it
15 calls for a legal conclusion.

16 BY MR. LIONEL:

17 Q. Please.

18 A. I don't know.

19 Q. Is it shares or what?

20 A. It is -- as far as I understand, rights to
21 be registered as a shareholder in Eldorado Hills or
22 to have some equity participation in Eldorado Hills.

23 Q. And the basis of that is what?

24 A. My investment in Eldorado Hills.

25 Q. But what documentation is there?

1 MR. SIMONS: Don't answer again. He's
2 already asked and answered that eight times.

3 MR. LIONEL: No, I haven't.

4 MR. SIMONS: Yes, you have.

5 BY MR. LIONEL:

6 Q. Answer the question, please.

7 MR. SIMONS: This is the last time. You
8 don't get to keep asking the same thing over and
9 over.

10 MR. LIONEL: I'm asking what the
11 documentation is of that investment -- of that
12 interest. We're talking about interest now.

13 MR. SIMONS: You said "investment."

14 BY MR. LIONEL:

15 Q. What's the documentation with respect to
16 your interest?

17 A. I don't remember.

18 Q. Did you have documentation?

19 A. I don't remember. As much as I had, it is
20 included in here.

21 Q. Included where?

22 A. In the paperwork that were submitted.

23 Q. Do you know any particular paperwork?

24 A. I remember number 2, Exhibit 2.

25 Q. That's the purchase agreement?

1 A. That's a purchase agreement. I remember
2 this one for sure, which acknowledges, to the best of
3 my understanding and to my attorney's understanding,
4 my rights to be a claimant in regards to Eldorado
5 Hills.

6 Q. Clarify. Let's talk membership interest,
7 okay?

8 A. Pardon?

9 Q. Membership interest. You claim a
10 membership interest in Eldorado.

11 A. I answered in regards to the membership
12 interest, that I do not understand the legal standing
13 of the wording "membership interest." In very simple
14 terms, I invested in Eldorado Hills. I am supposed
15 to be part owner of Eldorado Hills. Whether it has
16 been registered properly or not, I do not know. What
17 I know is that in Exhibit 2, it is explicitly
18 mentioned that Nanyah Vegas has a claim towards
19 Eldorado Hills, whether that claim is the -- what you
20 just called it.

21 Q. Membership interest?

22 A. -- membership interest or something else,
23 I know not.

24 Q. What's the extent of the membership
25 interest?

1 A. I don't know.

2 Q. Did you ever know?

3 A. I may have been told, but I don't recall.

4 Q. What attempts have you made to get that
5 clarified, the membership interest?

6 A. To have that what?

7 Q. To have the membership interest, to have
8 that issue clarified, what have you done?

9 A. At the time in the past, unfortunately, I
10 do not recall that I have. I was assuming that
11 Carlos Huerta will register my rights properly with
12 his partners, Sig Rogich and whoever else, and later
13 on, I referred it to my attorney to seek my rights.

14 Q. That's Mr. Simons?

15 A. That's Mr. Simons.

16 Q. When did you retain him?

17 A. I retained him after there was the
18 initial -- some kind of a court proceeding that
19 Carlos Huerta helped me do somehow. I don't even
20 remember how. Which was, I think, rejected and then
21 I hired Mr. Simons.

22 Q. That was in 2016?

23 A. Could be.

24 Q. Anybody else that you enlisted to get your
25 interest?

1 A. No. Not that I know.

2 Q. Do you claim there's money owed to you?

3 A. This money is owed to me, yes.

4 Q. The million five?

5 A. Million five based on 2008 terms, yes.

6 Q. Based on anything else besides the 2008?

7 You're talking about the agreement?

8 A. I'm talking about value.

9 Q. Value?

10 A. Yeah.

11 Q. Value of what?

12 A. Well, since my potential claim was 1.5
13 back in 2008, and since it was, to my understanding,
14 illegally taken away from me or attempted to be taken
15 away from me, going forward, that 1.5 will carry some
16 interest and potentially other benefits.

17 Q. And you measured that from 2008?

18 A. I don't measure it from a certain date
19 because I don't know what legally I would be entitled
20 to. I think that this is something that will be
21 between my attorney and the court at some point.

22 Q. But the claim you say was 2008, the
23 interest to run from?

24 A. No, no.

25 MR. SIMONS: No.

1 THE WITNESS: At least from 2008. Perhaps
2 from the day I gave the --

3 BY MR. LIONEL:

4 Q. Why do you say "at least 2008"?

5 A. Because in 2008, there was a paper that
6 was showing that I had this claim, and obviously,
7 this should carry some form of interest over time, I
8 would say.

9 Q. But that was your claim, you had a claim
10 in 2008?

11 MR. SIMONS: You're mischaracterizing.

12 THE WITNESS: No. In 2008, there was a
13 mentioning of my investment in Eldorado Hills, which
14 will result in my potential claim of 1.5 million, the
15 historical number.

16 BY MR. LIONEL:

17 Q. You had a potential claim when? Under the
18 agreement?

19 A. The potential claim is, to the best of my
20 understanding, from day one. Whether it is from 2006
21 or '7 or '8, I don't know.

22 Q. The original was based upon you
23 transferring or sending a million and a half, right?

24 A. Correct.

25 Q. In 2007?

1 A. If you say it was 2007, I have to assume
2 that this is correct.

3 Q. And your claim is from that time?

4 A. My claims will be brought when they will
5 be brought by my attorney to court according to his
6 understanding of the date from which I am entitled to
7 it.

8 Q. But the claim is shown in your complaint,
9 isn't it?

10 A. I don't know if it has to -- if it has any
11 material meaning in terms of the date from which we
12 would calculate the interest.

13 Q. You're familiar with the complaint?

14 A. Which complaint?

15 Q. The complaint that you have filed here,
16 the second one. The one that Mr. Simons filed. Are
17 you familiar with that complaint?

18 A. As much as I am able as a nonlawyer to be
19 familiar with it, yes.

20 Q. Did you see it before it was filed?

21 A. Yes.

22 Q. It was filed in November, actually, of
23 2016.

24 A. Maybe.

25 MR. LIONEL: November 4th or 5th?

1 MR. SIMONS: A few days before our
2 meeting.

3 MR. LIONEL: Two days before what?

4 MR. SIMONS: Our meeting.

5 MR. LIONEL: Oh, oh. Is that right?

6 Off the record.

7 (Whereupon, a recess was had.)

8 MR. LIONEL: Back on the record, please.

9 BY MR. LIONEL:

10 Q. Do you consider yourself a friend of
11 Mr. Huerta?

12 A. No.

13 Q. Did you ever see him in Las Vegas?

14 A. When I saw you.

15 Q. That's the only time?

16 A. That's the only time I ever saw him in Las
17 Vegas.

18 Q. You ever have lunch or dinner with him or
19 anything?

20 A. At that time when I was here, I had dinner
21 with him and lunch.

22 Q. You had dinner with him?

23 A. At that time when I was here and I saw
24 you, I had dinner with him -- no sorry, not dinner.
25 I had lunch with him because I didn't stay overnight

1 at that time.

2 Q. Did he have anything to do with your
3 changing attorneys?

4 A. Yes.

5 Q. Did he recommend --

6 A. He introduced me.

7 Q. He introduced you?

8 A. Yes.

9 Q. Did you meet the attorney in Reno?

10 A. No.

11 Q. Mr. Simons?

12 A. No, I did not go to Reno.

13 Q. You met him here?

14 A. I met him here.

15 Q. Was Mr. Huerta there at the time?

16 A. Mr. Huerta was there.

17 Q. Did you ever tell Mr. Huerta you wanted
18 him to be your steward?

19 A. I would never use such a term, so no.

20 Q. The answer is no?

21 A. What is a steward?

22 Q. That's somebody in charge of something, I
23 guess. You're asking from my -- I'm not Mr. Webster,
24 but that's the best definition I can give you.

25 Did you ever tell him to invest your

1 million and a half?

2 A. I didn't tell him to invest a million and
3 a half. It was not like I went and gave Mr. Huerta
4 and million and a half and told him to look for
5 somewhere to park it. He pitched a specific deal to
6 me that later on took a bit of a twist into Eldorado
7 from Canamex, and I agreed to invest in that specific
8 deal. Mr. Huerta is no money manager, as far as I
9 know.

10 Q. I want to talk about 2008. In 2008, Mr.
11 Huerta ceased being a manager of Eldorado; isn't that
12 correct?

13 A. If the legal documentation supports that,
14 then yes.

15 Q. And actually in Exhibit 2, the purchase
16 agreement, will support that?

17 A. If so, then yes.

18 Q. Tell me about the discussions that you had
19 with him at that time.

20 A. I don't remember the discussions that we
21 had at that time. There was probably something vague
22 about -- or vaguely I remember or recall about the
23 fact that he had his own financial issues at the
24 time. He had to sell or whatever. And within that
25 sale, he made sure that my interest in Eldorado Hills

1 remained intact.

2 Q. The purchase agreement, which is
3 Exhibit 2, says that you are a potential claimant; is
4 that correct?

5 A. That appears there, yeah.

6 Q. What was your understanding of what you
7 were as a potential claimant?

8 MR. SIMONS: Here you're asking him to
9 interpret a document that he's not --

10 MR. LIONEL: No, I'm asking his
11 understanding.

12 MR. SIMONS: Yes, you are. You're asking
13 him to legally interpret the document.

14 MR. LIONEL: I asked him his
15 understanding.

16 MR. SIMONS: No. You're asking him to --
17 BY MR. LIONEL:

18 Q. Would you answer the question, please?

19 MR. SIMONS: No. You're asking him to
20 interpret a document that he's not a party to.
21 That's a legal issue for the court. You don't get a
22 witness to testify as to what he -- how he's going to
23 interpret the document. I'm not letting that happen.

24 MR. LIONEL: He makes claims under it.

25 MR. SIMONS: Absolutely. It says what it

1 says. The document says what it says.

2 BY MR. LIONEL:

3 Q. What do you understand you are as a
4 potential claimant?

5 MR. SIMONS: Don't answer.

6 MR. LIONEL: Why? Is that privileged?

7 MR. SIMONS: No. You're asking him for --

8 MR. LIONEL: Then you cannot make the --

9 MR. SIMONS: Absolutely I can.

10 MR. LIONEL: You cannot tell him not to
11 answer.

12 MR. SIMONS: Absolutely I can.

13 MR. LIONEL: No, you can't.

14 MR. SIMONS: You're asking him to
15 interpret a document. That's a legal issue.

16 MR. LIONEL: That's not a --

17 MR. SIMONS: That's not a factual issue.

18 MR. LIONEL: You are limited to what you
19 can tell a witness.

20 MR. SIMONS: Here's what I can do. I can
21 also suspend that question and move for a protective
22 order.

23 MR. LIONEL: Do that.

24 MR. SIMONS: Well, I will if I need to.

25 MR. LIONEL: I want an answer.

1 MR. SIMONS: Well, you're not going to get
2 to sit here and ask him to interpret the contracts
3 today. Not happening.

4 MR. LIONEL: Under the rule, you cannot --
5 you cannot object. He's got to answer.

6 MR. SIMONS: I can --

7 MR. LIONEL: You can't tell him not to
8 answer.

9 MR. SIMONS: I can tell him not to answer
10 to protect the record while we take the issue up.
11 Absolutely we can. I'm very comfortable with that
12 because I've done it before.

13 THE WITNESS: But how can I answer a legal
14 question?

15 MR. SIMONS: That's the point. What's
16 your question? Put it on the record. What does he
17 interpret --

18 MR. LIONEL: You made this long talking
19 objection, to which I object to.

20 MR. SIMONS: Well, I know. But I'm trying
21 to let you know that it's an improper question. Go
22 ahead.

23 MR. LIONEL: Now he's going to tell me
24 what you said.

25 MR. SIMONS: So what.

1 BY MR. LIONEL:

2 Q. What was your understanding --

3 MR. SIMONS: When?

4 BY MR. LIONEL:

5 Q. You said you were a potential claimant.

6 A. I don't have an understanding. It is a
7 legal matter that has legal standing and it's not for
8 me to decipher it.

9 Q. Earlier in the deposition you said you
10 were a potential claimant.

11 A. This is what the paper says.

12 Q. I'm asking you what your understanding
13 is --

14 A. It is not my place to understand or not
15 understand. It is my place to claim or not to claim.

16 Q. Claim what?

17 A. Any rights that I might have.

18 Q. But you are a potential claimant?

19 MR. SIMONS: No. The document says what
20 it says. He'll agree that the document says what it
21 says. We'll stipulate that it says what it says.

22 MR. LIONEL: You're really in a good
23 friendly, good mood. You'll stipulate what it says.

24 MR. SIMONS: Yeah.

25 MR. LIONEL: No thanks.

1 BY MR. LIONEL:

2 Q. Who did you have potential claims
3 against --

4 MR. SIMONS: Objection to the extent
5 you're trying to characterize the document as the
6 definition of potential claims, but go ahead and
7 ask -- answer because if he's asking for who your
8 claims are against, you can answer that.

9 THE WITNESS: Would you like to repeat the
10 question, sir?

11 BY MR. LIONEL:

12 Q. As a potential claimant, whom did you have
13 potential claims against?

14 MR. SIMONS: I'm objecting because now
15 you're trying to define him as a potential claimant
16 under the definition in the contract. To the extent
17 you're not and as to who his claims would be against,
18 I will let you answer.

19 THE WITNESS: My claims would be against
20 Sig Rogich, his family foundation, to the best of my
21 understanding, Teld, which is Eliades, and any other
22 person or --

23 MR. SIMONS: Entity.

24 THE WITNESS: -- entity that is mentioned
25 in my claim.

1 BY MR. LIONEL:

2 Q. What would be the -- what's the basis for
3 your claim against Mr. Rogich?

4 MR. SIMONS: Asked and answered. You went
5 through that earlier today.

6 MR. LIONEL: That doesn't give you the
7 right to stop him, Counsel.

8 MR. SIMONS: It gives me the right to put
9 an objection.

10 MR. LIONEL: I'm questioning him. It's my
11 deposition.

12 MR. SIMONS: And the Discovery
13 Commissioner said, and you referenced that you would
14 not delay it or be unduly burdensome.

15 MR. LIONEL: You are delaying it by doing
16 what you've got --

17 MR. SIMONS: You're asking the same
18 questions you've already asked.

19 MR. LIONEL: -- no right to do, which you
20 have no right to do.

21 MR. SIMONS: Well, I can when it becomes
22 burdensome and harassing.

23 Do you have anything to add over and above
24 other than what you've already testified as to the
25 basis of your claims?

1 MR. LIONEL: No, no, no, no.

2 BY MR. LIONEL:

3 Q. What's the basis for your claim against
4 Mr. Rogich?

5 MR. SIMONS: Asked and answered.

6 BY MR. LIONEL:

7 Q. Answer the question.

8 A. Asked and answered.

9 Q. That's not an answer. You've got to
10 answer it. If you answered, asked and answered, what
11 was your answer?

12 MR. SIMONS: It says it in the record.

13 MR. LIONEL: Counsel, I'm going to stop
14 this deposition and we'll go to the commissioner. Do
15 you want to do that?

16 MR. SIMONS: Look, I want you to move
17 forward and not ask the same questions over and over.
18 So this one time, you can restate all that if you
19 want to pull it up or reference what I've already
20 said, but we're not --

21 MR. LIONEL: No, no --

22 MR. SIMONS: -- we're not going down this
23 road today. You want to waste time now.

24 MR. LIONEL: I'm not trying to waste time.
25 I have not been wasting time.

1 MR. SIMONS: You asked the same questions
2 over and over. Let's move forward with this one
3 question but you know what my objection's going to
4 be. If we're going to ask the same things we've
5 already covered, we're going to have a problem.

6 MR. LIONEL: Then we might as well stop it
7 now and go to the Discovery Commissioner.

8 MR. SIMONS: No, because that's
9 something -- it looks to me like that's your plan.

10 MR. LIONEL: So what is my plan?

11 MR. SIMONS: To delay.

12 MR. LIONEL: What kind of nonsense -- what
13 do I gain by delay?

14 MR. SIMONS: You tell me.

15 MR. LIONEL: So what are you talking
16 about?

17 THE WITNESS: Sending more hours to your
18 attorney.

19 MR. SIMONS: You want to waste the time?
20 Go ask him, what are your claims -- the basis of your
21 claims against Mr. Rogich?

22 MR. LIONEL: No, no, I'll ask the
23 questions.

24 MR. SIMONS: Then have at it.

25 ///

1 BY MR. LIONEL:

2 Q. What's the basis for your claim against
3 Mr. Rogich?

4 A. As I told you before.

5 Q. Which is what?

6 A. My interest in Eldorado Hills, as also
7 mentioned in Exhibit 2, perhaps in other papers as
8 well, sees me as a potential claimant the way it is
9 referred to in that paper, specific paper. And other
10 than that, I'm seeking the legal advice of my counsel
11 in order to assess what are my rights.

12 Q. Before that paper, which is Exhibit 2,
13 you're talking about the purchase agreement, did you
14 have any claim against Mr. Rogich?

15 A. In 2007 or whenever I invested in Eldorado
16 Hills?

17 Q. At any time -- at the time -- strike that.
18 Exhibit 2 is called a purchase agreement,
19 and you claim you have rights under that purchase
20 agreement --

21 A. Also under that purchase agreement. Also
22 under that purchase agreement.

23 Q. What else do you have rights from?

24 A. I probably have my right due to the fact
25 that I invested directly in Eldorado Hills prior to

1 that.

2 Q. Fine. Exhibit 2, the purchase agreement,
3 you say you have rights against Mr. Rogich under that
4 agreement; is that correct?

5 MR. SIMONS: He already answered the
6 question. Now you're mischaracterizing. Asked and
7 answered. He said also under that agreement.

8 MR. LIONEL: And I'm asking what the other
9 things were?

10 MR. SIMONS: He did. His investment into
11 Eldorado Hills.

12 MR. LIONEL: That's fine. But I want to
13 know --

14 THE WITNESS: And any other -- and
15 other --

16 BY MR. LIONEL:

17 Q. I understand that. I understand what
18 you're saying.

19 MR. SIMONS: Well, if you understand it,
20 then you don't need to ask the question.

21 BY MR. LIONEL:

22 Q. Mr. Harlap, all I'm asking you is prior to
23 Exhibit 2, which is the purchase agreement under
24 which you say you have rights, did you have any
25 rights against Mr. Rogich?

1 MR. SIMONS: Asked and answered.

2 BY MR. LIONEL:

3 Q. Answer that, please.

4 A. I think that I've answered before. I've
5 made my investment in Eldorado Hills in which he was
6 a part of, to the best of my understanding. And so
7 as much as he was part of it, I theoretically, and
8 based on my legal advice, would have claims against
9 him, yes.

10 Q. Because he was a member of the LLC?

11 A. Because of any legal reason.

12 Q. Are you aware of any legal reason?

13 A. Had I been a lawyer, I would have been
14 aware. Since I'm not a lawyer, I cannot be aware.

15 Q. Aside from what you just said, did you
16 have any claim against Mr. Rogich prior to the
17 execution of Exhibit 2?

18 MR. SIMONS: Asked and answered. That's
19 the third time.

20 BY MR. LIONEL:

21 Q. Answer that.

22 A. Asked and answered.

23 MR. SIMONS: There you go.

24 BY MR. LIONEL:

25 Q. What's your answer?

1 MR. SIMONS: He already answered.

2 THE WITNESS: I answered.

3 MR. SIMONS: Go ahead.

4 BY MR. LIONEL:

5 Q. What was your answer?

6 A. I answered.

7 MR. SIMONS: Will you go back and read the
8 answer to Mr. Lionel.

9 (Whereupon, the record was
10 read back by the court reporter:)

11 BY MR. LIONEL:

12 Q. Aside from the fact that you had invested
13 a million five in Eldorado and aside from the
14 purchase agreement, based on what else did you have a
15 claim against Mr. Rogich at the time?

16 A. Based on any other paperwork that my
17 lawyer would see as giving me such rights.

18 Q. And you personally have no personal
19 understanding of what they may be?

20 A. I am not a lawyer, and so I do not attempt
21 to understand what I am not educated to.

22 Q. Before the purchase agreement, did you
23 have any rights against anybody other than Eldorado?

24 A. Before which purchase agreement?

25 Q. The one, Exhibit 2.

1 MR. SIMONS: Objection to the extent it's
2 asking for a legal conclusion.

3 MR. LIONEL: I want his understanding.

4 THE WITNESS: I do not have the capacity
5 to analyze my legal standing in regards to any
6 previous paperwork or this paperwork, and I have to
7 rely on my attorney's counsel.

8 BY MR. LIONEL:

9 Q. And as far as you're concerned, you have
10 no knowledge of any such --

11 A. As far as I'm concerned, I have no attempt
12 to have knowledge.

13 Q. No what?

14 A. No attempt to assume that I have the
15 knowledge.

16 Q. Were you a party to the purchase
17 agreement?

18 MR. SIMONS: Objection to the extent it
19 asks for a legal conclusion.

20 BY MR. LIONEL:

21 Q. Answer the question, please.

22 A. I was mentioned in the -- in Exhibit 2.

23 Q. Exhibit A. I'm sorry, in Exhibit 2.

24 Okay.

25 A. I was mentioned in Exhibit 2.

1 Q. But you were not a party?

2 MR. SIMONS: Objection.

3 THE WITNESS: I don't understand what is
4 the standing of a party or not a party.

5 BY MR. LIONEL:

6 Q. I asked you a question. As far as you're
7 concerned --

8 A. I don't have -- I have no concerns other
9 than what is my legal standing. And I am not
10 deciphering my legal standing. It not for me to do.

11 Q. I should have taken a deposition of your
12 lawyer.

13 A. Maybe.

14 MR. SIMONS: I don't think you want it.

15 BY MR. LIONEL:

16 Q. Did you have any claim against Teld
17 prior --

18 A. Same answer.

19 Q. How about Mr. Eliades?

20 A. Same answer.

21 Q. How about with the Eliades Trust?

22 A. Same answer.

23 Q. How about the Rogich Trust?

24 A. Same answer.

25 Q. Why did you wait so long to sue?

1 MR. SIMONS: Which time?

2 THE WITNESS: What do you mean by "so
3 long"? I think I'm suing within the time frame that
4 I'm permitted to. Why is it too long?

5 BY MR. LIONEL:

6 Q. Is that your reason?

7 A. My reasons are to be kept between me and
8 my attorney. This is privileged information.

9 Q. Is that the only answer you can give me?

10 A. I think so.

11 Q. Fine. Did you ever discuss your claim
12 against Mr. Rogich or his trust with Mr. Rogich? Did
13 you ever discuss it with him?

14 A. No.

15 Q. Did you make any attempt to discuss it
16 with him?

17 A. No, he made the attempt. I did not have
18 direct contact with Mr. Rogich ever.

19 Q. Did you ever attempt to have direct
20 contact?

21 A. Via Carlos Huerta and Jacob Feingold and
22 my attorneys.

23 Q. What attempt did you make?

24 A. They were, to my understanding, repeatedly
25 trying to get him to give me back everything that I

1 was owed in regards to this investment, in one way or
2 the other.

3 Q. Where did Jacob Feingold come in? What
4 did he do?

5 A. He's the go through between me and Carlos
6 at some point.

7 Q. What did Carlos try to do?

8 A. I'm not aware of exactly what he tried to
9 do, except to my understanding, he went back and
10 forth many times to Sig Rogich, whether before this
11 agreement, during this agreement, after this
12 agreement, but we know the end result so far.

13 Q. Did Carlos tell you that?

14 A. Yes.

15 Q. What did he tell you exactly?

16 A. I don't remember.

17 Q. When did he tell you?

18 A. I don't remember.

19 Q. Mr. Harlap, I'm going to ask you some
20 questions based on your complaint. And to make it a
21 little clearer, I'm going to give you a copy of the
22 complaint. So when I look at something in here,
23 we'll know what we're talking about instead of my
24 just reading it.

25 MR. LIONEL: This will be six.

1 (Exhibit Number 6 was marked.)

2 BY MR. LIONEL:

3 Q. Would you look at that complaint, please,
4 Mr. Harlap. I'm going to start on paragraph 12.
5 "Eldorado relied on its two members to pay the
6 monthly loan payments, requiring Go Global and Rogich
7 Trust to contribute additional funds to Eldorado,
8 which in turn, Eldorado would use to pay the monthly
9 loan payment. In addition, funds would be
10 contributed and applied and used toward the
11 development cost as the project was being designed as
12 an industrial park."

13 Now, I read that paragraph to you to bring
14 you a little -- one of the things you talk about is
15 the -- you have some paragraphs here with respect
16 to -- well, Mr. Huerta said he paid. In other words,
17 he said he paid certain money for mortgage payments
18 and that he wanted to get them back or words to that
19 effect. I'm just trying to give you a general
20 background for where we're going.

21 A. I hear you.

22 Q. I beg your pardon?

23 A. I hear you.

24 Q. Okay. Fine. Now, look at paragraph 13,
25 "Commencing in or about 2006, Rogich Trust was

1 experiencing financial difficulties, which caused
2 Rogich Trust to be unable to contribute further funds
3 to Eldorado for payment of Eldorado's monthly loan
4 payments."

5 You're familiar with that paragraph?

6 A. I read it here in my complaint.

7 Q. Do you have any problems -- do you
8 understand it?

9 A. Yes, I do not -- I cannot relate now to
10 whether it was 2006 or not, I don't know.

11 Q. I understand that. I accept that.

12 A. And, of course, I am not fully aware of
13 Sig Rogich's personal finances.

14 Q. I'll get into that. This paragraph here,
15 is that your understanding, that that was the
16 situation in 2006 or 2007?

17 A. If this is what legally this means, then
18 yes.

19 Q. How do you know that? Is that what Carlos
20 told you?

21 A. I do not know.

22 MR. SIMONS: Objection. This isn't a
23 document he prepared. His counsel prepared it.

24 BY MR. LIONEL:

25 Q. Is that what Carlos told you?

1 A. I have no idea. This is a legal document
2 that was prepared by my counsel based on the assembly
3 of all the information that was given either by
4 paperwork or in wording either through me or through
5 findings of other papers and/or through Carlos Huerta
6 or anybody else who had to do with this case or this
7 investment.

8 Q. But you know that these three lines were
9 prepared by your lawyer, right?

10 A. Yes.

11 Q. And it says, "And commencing 2006, the
12 Rogich Trust was experiencing financial
13 difficulties." Is that what it says?

14 A. That's what it says.

15 Q. Do you have any information about whether
16 that's true or not?

17 A. No.

18 Q. No. Do you have any information about
19 whether Rogich Trust was unable to contribute further
20 funds to Eldorado? You don't have any information?

21 A. You're asking me whether he could
22 contribute. I have no clue whether he could. I know
23 that I heard that he didn't.

24 Q. From whom?

25 A. At the time, apparently.

1 Q. From whom?

2 A. Probably through Carlos or through the
3 findings of my attorney.

4 Q. Fine. But you have no personal knowledge
5 of that?

6 A. No.

7 Q. Let's go to 14. Would you read that, and
8 I'm going to ask you whether you've got any personal
9 knowledge of that.

10 A. I heard about it.

11 Q. From whom?

12 A. Either from Carlos Huerta or through my
13 lawyers when we started preparing the paperwork for
14 the claim.

15 Q. But you don't have any personal knowledge?

16 A. I don't recall.

17 MR. SIMONS: Here's what I need to do, is
18 to caution you that communications between yourself
19 or myself or anyone in my office are protected by the
20 attorney/client privilege. If your information is
21 derived from those communications, then I'm
22 instructing you not to answer.

23 THE WITNESS: Okay.

24 MR. SIMONS: If he asks you a question
25 about personal knowledge that derives from another

1 source other than our communications, he's entitled
2 to that.

3 THE WITNESS: But the truth is that I
4 cannot recall what, if at all, at some point I heard
5 from Carlos, let alone what was going on between you
6 and me. I cannot say this I heard from you, that I
7 heard from him. By and large, if I heard anything
8 from Carlos, it was like that (motioning with hands
9 far apart). If I heard anything through you, it was
10 like that (motioning with hands closer together).

11 MR. SIMONS: Okay.

12 THE WITNESS: This is as much as I can
13 relate to it, Mr. Lionel.

14 BY MR. LIONEL:

15 Q. Let's go back to paragraph 14. Do you
16 have any personal knowledge of what that says?

17 MR. SIMONS: Again, just for
18 clarification, if your knowledge is based upon our
19 communication --

20 THE WITNESS: It's based upon this
21 attorney relationship.

22 MR. LIONEL: No. If I ask him whether he
23 has any personal knowledge, he can answer that, can't
24 he?

25 MR. SIMONS: What you're saying is, yes, I

1 have personal knowledge, but it was derived from my
2 attorney? Yes, I agree with that.

3 MR. LIONEL: If he's got personal
4 knowledge, it's not derived from him.

5 BY MR. LIONEL:

6 Q. Independent of your lawyer, do you have
7 knowledge of that, personal knowledge?

8 A. I do not know.

9 Q. Paragraph 15, would you read it, please.

10 A. I read it.

11 Q. Aside from what your attorney may have
12 told you, do you have any personal knowledge of
13 what's in paragraph 15?

14 A. I may have also heard something in this
15 regard from Carlos, but I do not recall. I do not
16 recall a specific conversation, but it might have
17 very well been.

18 Q. From Carlos?

19 A. If, then from Carlos -- beyond what I know
20 from my lawyer, it would be from Carlos and maybe
21 Mr. Feingold.

22 Q. Fine. It talks about Go Global's
23 advances. Do you know what the amount of those
24 advances were?

25 A. No.

1 Q. Did you ever know?

2 A. I may have seen something, but I don't
3 recall.

4 Q. Did you ever inquire as to the amount of
5 the advances?

6 A. No. I never got into the details of this
7 investment to that level.

8 Q. When Carlos made the pitch to you in
9 2007 --

10 A. Or '6 or whatever it was.

11 Q. Whatever it was, did he talk about
12 advances by him?

13 A. I do not remember that. There is no way I
14 would remember that.

15 Q. Are you sure you don't remember
16 anything -- him talking about advances?

17 A. I don't remember him saying or not saying
18 it. And I do not remember whether it was during the
19 pitch and/or after the pitch, prior to me investing
20 money or post me investing money in Eldorado Hills.
21 I cannot tell you.

22 Q. You cannot say whether --

23 A. It could or could not have been in any of
24 these occasions.

25 Q. Do you remember him ever talking about

1 advances?

2 A. Not specifically.

3 Q. How about generally?

4 A. Maybe -- I don't want to say that I
5 remember specific because my memory may be due to the
6 fact that I read the paperwork at a later point and
7 only got information then, but I don't know.

8 Q. But do you now have any memory of him
9 talking --

10 A. Now I don't need the memory. Now I can
11 read.

12 Q. You want me to take that away from you?

13 A. No need to.

14 Q. Paragraph 16, "In reliance on Rogich
15 Trust's approval, consent and knowledge, Go Global
16 solicited and obtained the following investments into
17 Eldorado."

18 Do you have any memory that Rogich Trust
19 approved, consent and knew about this?

20 A. Now I have to refer you to the
21 lawyer-client conversations.

22 Q. But do you -- aside from that, do you have
23 any personal knowledge?

24 A. It's not me to have personal knowledge or
25 not. I'm not basing anything here theoretically on

1 personal knowledge because it is many years ago. I
2 do not recall. And as much as I know what happened
3 was, in retrospect, floated or surfaced through the
4 findings of my legal counsels, mostly. Not only but
5 mostly.

6 Q. But when I ask if you have personal
7 knowledge, besides what your lawyer may have told
8 you, you can say yes or no.

9 A. When I am firm about whether I have
10 personal knowledge or not, I would.

11 Q. But you don't have personal knowledge?

12 A. I don't have.

13 Q. You can't say that you had?

14 A. I cannot say that I have or that I don't
15 have.

16 Q. That's a strange answer, Mr. Harlap.

17 A. Maybe, but it is my answer.

18 Q. Fine. Well, I'm going to break it down.
19 "And reliance on Rogich Trust's approval, consent and
20 the knowledge, Go Global consented and obtained the
21 following investments."

22 A. "Go Global solicited and obtained."

23 Q. "Solicited and obtained the following
24 investments."

25 But you can't tell me that you are

1 personally aware that Rogich Trust approved,
2 consented and knew about it?

3 A. I cannot say that I personally know or
4 don't know.

5 Q. Fine. It says Nanyah, a million five.

6 A. That's what it says.

7 Q. Did Nanyah make that investment in
8 Eldorado?

9 A. Nanyah Vegas made the 1,500,000 investment
10 in Eldorado Hills.

11 Q. With Mr. Rogich Trust's approval, consent
12 and knowledge?

13 A. As I told you before, I do not know and I
14 cannot answer.

15 Q. Fine. Do you know about the Antonio
16 Nevada's \$3,360,000 purported investment in Eldorado?

17 A. No.

18 Q. No personal knowledge aside from what you
19 may have learned from your lawyer. Fair statement?

20 A. Either lawyer or before, but nothing
21 personal and no paperwork regarding this thing, as
22 far as I recall.

23 Q. And you would say the same answers with
24 respect to the Ray family, which shows \$283,561, and
25 the Eddyline Investments --

1 A. Correct.

2 Q. -- for \$50,000?

3 A. Correct.

4 Q. Now, let's look at paragraph 17. "After
5 receipt of Nanyah's investment," I assume it's the
6 one million five, "with the full knowledge, consent
7 and agreement of Rogich Trust in or about December
8 2007, Eldorado used the majority of the one million
9 five invested to repay Go Global in amounts Go Global
10 has single-handedly advanced on behalf of Eldorado."

11 Any personal knowledge of that?

12 A. Not that I recall.

13 Q. Paragraph 19, "Rogich Trust was at all
14 times fully informed and approved the foregoing
15 transactions."

16 Aside from what your attorney may have
17 told you, do you have any personal knowledge of
18 what's contained in paragraph 19?

19 A. No.

20 Q. In paragraph 17, you talked about Eldorado
21 using the majority of the million five invested by
22 Nanyah. What was the majority, do you know?

23 A. I think it was a number that was very
24 close to the 1.5 million, but this is only if this is
25 the amount of money that I saw somewhere, and I don't

1 remember where, that was paid by the Eldorado Hill
2 Trust or whatever it is, or repaid to Go Global, to
3 Carlos Huerta. There was something like that, but I
4 don't remember. I don't know. I don't know if this
5 is the numbers that you are relating to.

6 Q. What's the extent of your personal
7 knowledge aside from what you learned from your
8 lawyers with respect to 17?

9 A. There's no extent.

10 Q. At the time you sent -- invested a million
11 and a half into Eldorado, were you aware of what was
12 in the Eldorado account at that time?

13 A. I don't think so. I doubt very much.

14 Q. While you were in Israel with Mr. Huerta,
15 did you tell him that some money would be paid to
16 Huerta out of your million five?

17 A. If I told Carlos Huerta, it's money of my
18 investment in Eldorado would be paid to Carlos
19 Huerta.

20 Q. Be paid, yes, or Go Global?

21 A. I do not remember that, but I doubt it.
22 Because my investment was into Eldorado Hills, not --
23 I did not pay anything to Carlos Huerta, and I paid
24 an investment into Eldorado Hills.

25 Q. You invested a million five in Eldorado

1 Hills. We're talking about Nanyah or you, okay? And
2 none of that money was paid to Huerta?

3 A. Not that I recall.

4 Q. You have no knowledge of that?

5 A. I have no knowledge specifically that that
6 specific money that I am paying had to be paid to
7 Carlos Huerta. I have a later understanding that
8 there were monies that were supposed to be paid by
9 Eldorado Hills to Go Global, which is Carlos Huerta.
10 I don't know of it being painted as my specific money
11 as such.

12 Q. You don't know whether what Carlos got
13 from Huerta was part of the million five?

14 A. Carlos Huerta got from who?

15 Q. From Eldorado?

16 A. In retrospect, I know that there were
17 payments done from Eldorado to Carlos. To the best
18 of my understanding, this was reimbursement of
19 advancements that he gave, according to the paperwork
20 that is here, but I don't know of it personal
21 knowledge. I know it out of the papers that were
22 assembled by my attorneys.

23 Q. You don't know whatever Carlos got from
24 Eldorado for advances, as you put it, came out of
25 your million five?

1 A. I don't know.

2 Q. You don't know that?

3 A. I don't know. It could have come out of
4 somebody else's. I don't know.

5 Q. You don't know?

6 A. No.

7 Q. You're sure of that?

8 A. Yes.

9 Q. Let's look at paragraph 17. It says,
10 "Eldorado used the majority of the million five
11 invested to repay Carlos the amounts Carlos had
12 single-handedly advanced."

13 A. Apparently.

14 Q. Apparently what?

15 MR. SIMONS: What's the question?

16 BY MR. LIONEL:

17 Q. Apparently it came out of the million
18 five?

19 A. Apparently this is what the lawyers have
20 found, I think, as much as I can understand what is
21 written.

22 Q. So when you testified a few minutes ago
23 that it did not come out of your money --

24 A. I do not -- you cannot paint this money
25 and say -- maybe it came out of a different pocket

1 that went into Eldorado Hills.

2 Q. That's not what this says.

3 A. Okay. So apparently the lawyer found out
4 that it was paid out of that.

5 Q. And did you agree that the money should
6 come out of your million five?

7 A. How could I agree if I didn't know?

8 Q. You didn't know. This says it did come
9 out of the one-five.

10 A. Maybe. But it doesn't mean that I knew.

11 Q. Did you agree to it?

12 MR. SIMONS: Asked and answered. Third
13 time on this question. He said he didn't know about
14 it.

15 Go ahead.

16 MR. LIONEL: I don't want you to do that,
17 Counsel.

18 MR. SIMONS: Well, come on.

19 MR. LIONEL: I don't want you to do that.

20 MR. SIMONS: You're going in circles,
21 Counsel.

22 MR. LIONEL: Nonsense.

23 Would you read the last question back?

24 MR. SIMONS: Go two questions back.

25 MR. LIONEL: No, go one question. It's my

1 deposition and I'm questioning.

2 MR. SIMONS: Don't keep asking the same
3 question over and over.

4 MR. LIONEL: Ask the last question,
5 please.

6 (Whereupon, the following question was
7 read back by the court reporter:

8 Question: "Did you agree to it")

9 THE WITNESS: Agree to what?

10 BY MR. LIONEL:

11 Q. To the payment to Huerta or Go Global out
12 of the million five that you say you invested?

13 A. I don't know.

14 Q. You don't know?

15 A. No, I don't know.

16 Q. You may have?

17 A. I may have not.

18 Q. May have not. Okay.

19 At the time you invested in Eldorado, were
20 you aware of its financial condition?

21 A. No. Not that I recall.

22 Q. Did you attempt to find out?

23 A. Not that I recall.

24 Q. Were you aware that there was a large
25 mortgage that was owed by Eldorado?

1 A. I think I heard about a mortgage, but I
2 don't know. Honestly, I don't know.

3 Q. Do you remember anything about it?

4 A. No. I assume that any real estate
5 transaction purchase would have part equity, part
6 mortgage, and so I assume there could be also a
7 mortgage here.

8 Q. So you assumed that at the time?

9 A. Perhaps I assumed at the time. Perhaps
10 not. I don't know. I don't remember what happened
11 in 2006 or '7.

12 Q. You don't remember?

13 A. Or '8. Are we between questions?

14 Q. I beg your pardon?

15 A. Are we between questions?

16 Q. Do you want to go someplace?

17 A. If that is possible.

18 Q. Surely. Absolutely.

19 (Whereupon, a recess was had.)

20 BY MR. LIONEL:

21 Q. Are you aware that Go Global got a
22 consulting fee?

23 A. No. I don't recall.

24 Q. Are you aware that he got a consulting fee
25 out of your million and a half?

1 A. No. Not that I recall. I may have. I
2 may have not. Maybe I knew. Maybe not. I don't
3 know.

4 Q. Did you read Mr. Huerta's deposition where
5 he discussed a consulting fee?

6 A. If the deposition of Mr. Huerta is part of
7 this thing, which I had to read, then yes, but I
8 don't remember the details. As I told you, it was a
9 while ago. And I would not remember anyway.

10 Q. What would you remember about the
11 consulting fee?

12 A. I don't. I don't remember there being or
13 not being one.

14 Q. Do you know whether the consulting fee was
15 reflected in the general ledger of Eldorado?

16 A. No. I have no idea.

17 Q. You have no idea?

18 A. I have no idea.

19 Q. You're sure?

20 A. I have no idea. It may be part of the
21 findings of my attorneys at some point, but I
22 personally do not have knowledge. I have never seen
23 the ledger personally. I wouldn't know how to read
24 it had I seen it.

25 Q. Well, could you have heard Mr. Huerta say

1 it was on the general ledger?

2 A. Theoretically, I could have heard him say,
3 but I don't recall something like that.

4 Q. You don't have any knowledge about a
5 consulting fee; is that what you're saying?

6 A. I don't have information about him having
7 a consulting fee but maybe he did.

8 Q. And maybe it was on a general ledger?

9 A. Maybe.

10 Q. But you don't have any knowledge?

11 A. I have no knowledge.

12 Q. You never heard that?

13 A. I didn't say I never heard. I don't
14 recall hearing.

15 Q. Did you ever authorize a consulting fee to
16 Mr. Huerta or Go Global?

17 A. Given my recent answer, the answer would
18 be that I did not give such consent, to the best of
19 my understanding, nor do I recall whether I did or
20 didn't.

21 Q. Did you ever object to the payment of a
22 consulting fee to Go Global?

23 A. Pardon?

24 Q. Did you ever object to the payment of a
25 consulting fee to Go Global?

1 A. I don't have a standing on it at this
2 point in time because I don't know the basis for such
3 a claim, whether there was such a claim.

4 Q. Do you remember the first lawsuit?

5 A. My first lawsuit?

6 Q. Yes.

7 A. Barely. You know, in general, that I had
8 one.

9 Q. Hmm?

10 A. I remember that I had one.

11 Q. Who was your lawyer in that lawsuit?

12 A. I don't remember.

13 Q. Did you have a lawyer in that lawsuit?

14 A. I think so, yeah. I think I did. I
15 probably did.

16 Q. Was it Mr. McDonald?

17 A. Maybe. I don't remember.

18 Q. Did you know a McDonald McDonald?

19 A. I don't remember.

20 Q. What do you remember about the lawsuit?

21 A. Not much. Nothing pretty much. Only that
22 there was something like that.

23 Q. Did Mr. Huerta have anything to do with
24 it?

25 A. He was somehow involved in it, I guess,

1 yes.

2 Q. How was he involved?

3 A. He probably introduced me to a lawyer
4 on -- you know, upon my request or something like
5 that.

6 Q. Do you remember meeting the lawyer?

7 A. No, I don't.

8 Q. Did you pay him anything?

9 A. I don't remember.

10 Q. Did you have a retainer agreement?

11 A. I don't remember.

12 Q. Did you see the complaint before it was
13 filed?

14 A. I probably did, but I don't remember
15 whether I saw it or not, but I assume I would have to
16 have.

17 Q. Did you discuss that litigation or that
18 lawsuit with Mr. Huerta?

19 A. I may have. I don't remember. Probably
20 briefly at some point, but --

21 Q. What do you remember about it?

22 A. Not much. That it existed. That there
23 was a need to approach court to seek some court
24 decisions in regard to my rights in Eldorado Hills.

25 Q. Who were you suing?

1 A. I don't remember. Probably -- I assume at
2 the time I was suing Sig Rogich or Eldorado Hills or
3 anybody that had to do with it, but I don't remember
4 who I sued exactly.

5 Q. You really don't remember anything about
6 that?

7 A. No.

8 Q. Do you remember any basis for the suit?
9 Strike that.

10 Do you remember what your claim was?

11 A. As far as I understand, the claim is --
12 you ask if I remember. Remember, I don't. Can I
13 assume what was my claim? I assume it was exactly
14 the same claim as I have now based on my investment
15 in Eldorado Hills, and the fact that I was owed --
16 call it a membership part or anything else, rights,
17 claims, potential whatever you call it, it's legal
18 terms which were due to me and were lately -- and
19 later not paid or not acknowledged.

20 Q. Did you rely on Mr. Huerta with respect to
21 that suit?

22 A. Rely?

23 Q. Yes.

24 A. I don't understand what is the legal
25 meaning of "rely." Was he involved somehow? Yes.

1 Rely? I don't think so because rely meaning that
2 there is probably some legal standing, and I do not
3 know of any such legal standing in terms of relying
4 on him. It was my investment in Eldorado Hills which
5 I was referring to. So relying on him? I don't
6 know.

7 Q. Did he have any involvement in that
8 lawsuit?

9 A. I think he introduced to -- he took it to
10 that lawyer on my behalf, subject to me asking him,
11 because I was not physically here, and I didn't want
12 to bother with it from the other side of the world,
13 not knowing the details of the whole process and not
14 having paperwork with me at all to back all these --
15 a lawsuit, because he had all of it.

16 Q. Do you understand what unjust enrichment
17 is? Let me put it another way. Do you understand
18 what an unjust enrichment claim is?

19 A. Generally, if I translate it to Hebrew,
20 then as far as my limited understanding in legal
21 standing, yes, but I don't understand -- I cannot
22 tell you that I understand the legal implication.
23 It's a legal term, so I'm not the one to be asked
24 about that.

25 Q. Did Nanyah Vegas ever confer a benefit on

1 Eldorado?

2 MR. SIMONS: Objection to the extent
3 you're asking for a legal conclusion.

4 THE WITNESS: What do you mean?

5 BY MR. LIONEL:

6 Q. Your understanding. Do you have an
7 understanding --

8 A. I don't have an understanding.

9 Q. -- of that?

10 A. I don't have an understanding of what it
11 even means. But if I ever got money out of Eldorado
12 Hills? No, I just injected money into Eldorado
13 Hills.

14 Q. That was your relationship with Eldorado,
15 you invested money in it?

16 A. I invested money in Eldorado Hills.

17 Q. The investment in Eldorado was in 2007; is
18 that correct?

19 A. '6, '7, whatever, '8. I don't recall
20 exactly the year. It was prior to -- obviously to
21 the 2008 sale of the rights of Exhibit 2, I think it
22 is.

23 Q. In 2008, I think you said you spoke to
24 Mr. Huerta?

25 A. I would never tell you that I spoke in

1 2008, because I do not recall if it's 2008 or '7 or
2 '9 or '6.

3 Q. Do you remember what, if anything, you did
4 in 2008 with respect to Eldorado --

5 A. I remember nothing --

6 Q. -- with your investment?

7 A. -- in terms of relating to it date-wise
8 because I do not recall if it was in this or that
9 year or what it was at all during these years because
10 it's way too far back. And I don't remember what was
11 exactly said, if it was said, written, verbally, in
12 writing, over the phone, in person, I don't know.

13 Q. The investment was made in 2007 or 2006,
14 you say whatever, and that there was a purchase
15 agreement in 2008 when Carlos got out of Eldorado.

16 A. You relate to Exhibit 2?

17 Q. Yes. Fair statement, my statement?

18 A. Yes.

19 Q. What, to your knowledge after that, after
20 the Exhibit 2 purchase agreement, what do you
21 remember with respect to Eldorado?

22 A. I only remember vaguely that every year or
23 so I would be told either by Jacob Feingold, maybe at
24 some point directly through Carlos on the phone or if
25 he came to Israel at some point, because I never came

1 here. I never met him elsewhere so it would not have
2 been -- probably that there was this deal in 2008, I
3 assume, and that they're waiting to give me my
4 interest or my rights or my, whatever it is, which I
5 cannot define now as we speak. I may have heard,
6 during those years here and there, you know, no news,
7 okay, we're still trying, hoping, asking, pushing,
8 whatever, but not something specific.

9 Q. But you do remember the purchase agreement
10 of 2008 and what it said about your rights?

11 A. As I told you, I remember that there was,
12 and I do not remember from when I remember.

13 Q. But Carlos told you about that agreement,
14 didn't he?

15 A. He may have. He may have not. I assume
16 he has.

17 Q. He told you that you were going to get
18 your million five under that agreement in some way?

19 A. Million five or more.

20 Q. Hmm?

21 A. Million five or more.

22 Q. You mean with the interest?

23 A. With interest, with profits, with
24 anything -- because it could have -- I had -- since I
25 understood that I have -- I am part owner of

1 whatever -- of Eldorado Hills and through that, in
2 anything that Eldorado Hills owns, at some point,
3 I'll get my money, money plus interest, my part of
4 the -- my part of the real estate shares. You name
5 it, whatever. I don't know. This is legal -- legal
6 matters, but that I will get what I am due and that I
7 am due.

8 Q. You had your interest -- well, after the
9 purchase agreement, did you have any interest in
10 Eldorado?

11 A. I don't know. This is a legal standing.
12 I don't know what to answer.

13 Q. What was your understanding?

14 A. My understanding is that I have rights,
15 and these rights will be translated into something,
16 be it money, equity, whatever, going forward at some
17 point.

18 Q. Did you have an understanding, based upon
19 talking to Carlos, that after that agreement, you
20 were going to get your million five back?

21 A. I had the general understanding that I
22 will get what is due to me.

23 Q. You didn't know any amount?

24 A. I knew I invested 1.5 million, but at that
25 point in time I do not think that I knew whether my

1 rights were only for 1.5, 1.5 with interest, equity,
2 registration of ownership on a piece of real -- I
3 don't know. This is a legal matter. It's out of my
4 jurisdiction.

5 Q. What did Carlos tell you?

6 A. I don't remember what he told me now in
7 2007 or '8 or whatever. I don't remember what he
8 told me a year ago, if he did. I have no idea what
9 he told me in 2008. I can assume but --

10 Q. Let's talk about that Exhibit 2. You
11 understand what Exhibit 2 is?

12 A. Yes. More or less.

13 Q. Did Carlos tell you that he was getting
14 out of the company?

15 A. I think, but I'm not sure, that he told me
16 at the time that he had some financial issues, and
17 that he was going out but he secured my interest.

18 Q. He secured your interest?

19 A. Yes.

20 Q. That million and a half?

21 A. My interest, whether it is only the
22 million and a half or more than that, I don't know at
23 this point in time to tell you.

24 Q. You didn't ask him?

25 A. No. Not that I recall. I don't even

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.

3 (Whereupon, a recess was had.)

4 MR. LIONEL: Let's go back on the record,
5 Miss Reporter.

6 BY MR. LIONEL:

7 Q. Mr. Harlap, you still have Exhibit 6?

8 A. I do.

9 Q. I'm going to ask you about your claims in
10 the complaint. And the first claim, paragraph 86
11 says, "Nanyah invested \$1.5 million into Eldorado."
12 Tell me about that, how you invested it.

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

18 Q. She won't get your head shaking.

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

25 MR. SIMONS: Why are we asking this now?

1 You've already asked this 15 times earlier, Counsel.

2 MR. LIONEL: It's not been asked once,
3 Counsel.

4 MR. SIMONS: You asked him, and he said he
5 wired it and his account has the information. Why
6 are we going through this?

7 MR. LIONEL: Because I want to go further.
8 It's my deposition. I'm not trying to delay it. If
9 you don't like, you can call or stop and we go to the
10 commissioner.

11 MR. SIMONS: You said you were going to
12 move forward in good faith.

13 MR. LIONEL: I am moving forward. I'm not
14 delaying anything. I anticipate you'll get out of
15 here today.

16 MR. SIMONS: Okay.

17 MR. LIONEL: Probably earlier than you
18 expected.

19 BY MR. LIONEL:

20 Q. Do you have any documentation that you
21 wired it?

22 A. I think that probably in my banking
23 statements and/or my accounting there should be
24 something like that, but I don't know.

25 Q. Eighty-seven, and I'm not going through

1 the whole thing, believe me. "At all relevant times,
2 Nanyah claimed an ownership interest in Eldorado."

3 When you say "at all relevant times," does
4 that have any meaning to you?

5 A. The relevance is a legal relevance. And
6 when he says that "at all relevant times," I assume
7 that it refers to any legally relevant time from the
8 point of time in which I invested until today.

9 Q. And at those times you claimed an
10 ownership interest in Eldorado?

11 A. Apparently so.

12 Q. By doing what?

13 A. By doing whatever I was legally advised to
14 do.

15 Q. And you did that?

16 A. As far as I understand legal matters, yes.

17 Q. And who -- and your attorneys advised you?
18 Strike that.

19 Do you remember anything you did in
20 connection with claiming an ownership interest?

21 A. I sent the money at the time. As far as I
22 recall, it was supposed to be registered properly.
23 Beyond that, I'm not aware of a specific action that
24 I have taken personally out of my own initiative,
25 rather gave it to attorneys and/or Carlos and/or my

1 accountant to do.

2 Q. Ninety-two, "The defendants, and each of
3 them, breached the terms of the foregoing agreements
4 by, among other things, A, failing to provide Nanyah
5 a membership interest in Eldorado."

6 Does that have any meaning to you?

7 A. It means that although they had to
8 register it in some way, my rights, they failed to do
9 so. That's what I understand from the writing here.

10 Q. There are a number of defendants in this
11 case here and that claim is against the Rogich Trust,
12 if you look up above at line 6, Sigmund Rogich, Teld
13 and Peter Eliades.

14 Are you saying that each of them failed to
15 provide Nanyah a membership interest in the Eldorado?

16 A. This is the analysis of my legal counsel,
17 apparently.

18 Q. Hmm?

19 A. This is the analysis of my legal counsel,
20 apparently.

21 Q. How about your understanding?

22 A. My understanding is irrelevant. I'm not a
23 lawyer.

24 Q. It's not irrelevant as far as I'm
25 concerned, as far as this case is concerned.

1 A. Well, this case will be tried, I guess, so
2 it will be decided. But as far as I'm knowledgeable
3 of what registering means, I cannot really tell you
4 much. I think that it is my legal counsel's view
5 that it has not been registered as it should have.

6 Q. Anything besides the failure to register?

7 A. Failure to pay me back.

8 Q. But that's not what you say here. You say
9 failing to provide a member --

10 A. But your last question did not necessarily
11 relate to article 92.

12 Q. And your answer is what?

13 A. That they didn't pay me back.

14 Q. I move to strike it as nonresponsive.

15 MR. SIMONS: You cannot strike it from a
16 deposition.

17 MR. LIONEL: It's stricken.

18 MR. SIMONS: It has to be transcribed.

19 MR. LIONEL: I understand that.

20 BY MR. LIONEL:

21 Q. Paragraph 88, "Rogich Trust, Sigmund
22 Rogich, Teld and Peter Eliades, all entered into the
23 purchase agreement, the membership agreements and the
24 amendment and restated operating agreement, which
25 agreements all specifically identified Nanyah as a

1 third-party beneficiary of each agreement."

2 Do you understand what that paragraph
3 says?

4 A. I think so.

5 Q. Did all the agreements specifically
6 identify Nanyah as a third-party beneficiary?

7 MR. SIMONS: Objection to the extent
8 you're asking for a legal conclusion.

9 THE WITNESS: For sure, Exhibit 2 shows it
10 explicitly. As for the others, I assume that if my
11 lawyer has stated it this way, then this is the case.

12 BY MR. LIONEL:

13 Q. That Nanyah was a third-party beneficiary?

14 A. Yes.

15 Q. Was it a third-party beneficiary of any
16 other agreements?

17 MR. SIMONS: Objection to the extent it
18 calls for a legal conclusion.

19 BY MR. LIONEL:

20 Q. Do you have an understanding?

21 A. What understanding?

22 Q. That Nanyah may have been specifically
23 identified as a third-party beneficiary of agreements
24 other than the purchase agreement, Exhibit 2?

25 A. I don't have an understanding or a

1 nonunderstanding because it's not for me to
2 understand or not. It's for my lawyer to understand.

3 Q. Do you expect to be a witness in this
4 case?

5 A. This is, as far as I understand, a matter
6 to be discussed between my lawyer and myself, and if
7 my lawyer will see that I should be, then I will. If
8 you can force me to be and I will have to, then I
9 will.

10 Q. Why would I force you?

11 A. I have no idea. It is, again, you're
12 asking me about things that have to do with legal
13 procedures in the United States. My understanding in
14 legal procedures in Israel are minimal, let alone in
15 the United States.

16 Q. Let's go to the second claim. I should
17 probably precede that by saying moving right along.

18 A. Which exhibit?

19 MR. SIMONS: Six.

20 BY MR. LIONEL:

21 Q. I'm going to deal with the complaint.

22 A. Second claim for relief?

23 Q. Mm-hmm.

24 Paragraph 95 is identical to paragraph 88
25 that we just discussed. Is it a fair assumption your

1 answers would be the same?

2 A. If this is the case, I assume the answers
3 would be similar.

4 Q. Paragraph 97, "The defendants breached --
5 strike that.

6 Do you know what a covenant of good faith
7 and fair dealing is?

8 A. No.

9 Q. Paragraph 97 says, "The defendants engaged
10 in misconduct, which was unfaithful to the purpose of
11 the contractual relationship by, among other things."

12 What was the misconduct?

13 MR. SIMONS: Objection to the extent
14 you're requesting a legal conclusion.

15 THE WITNESS: It is, again, you're asking
16 legal questions. The best I can answer you is to do
17 a straight-forward translation of the wording into
18 Hebrew and try to understand what it means from
19 there, but I have no way of saying what I understand
20 from the Hebrew translation of what is written here
21 to the legal meaning of it.

22 BY MR. LIONEL:

23 Q. Do you understand misconduct?

24 A. I understand the verbal translation of
25 misconduct into Hebrew and what misconduct means in

1 general. I have no understanding what misconduct
2 means in the legal capacity of this case.

3 Q. I'm not talking legal capacity. Do you
4 understand the general meaning in English of the word
5 "misconduct"?

6 A. I translate it into Hebrew and then, yes,
7 I understand what is misconduct.

8 Q. What is misconduct?

9 A. Misconduct is failing to do something that
10 was supposed to be done.

11 Q. What do you know should have been done but
12 wasn't done by the defendants?

13 A. For example, register my rights properly.

14 Q. Anything else?

15 A. That would be a legal matter. I don't
16 know.

17 MR. SIMONS: The anything elses are
18 defined in the complaint.

19 BY MR. LIONEL:

20 Q. I want to take you back to paragraph 92 --
21 92A, fail -- 92 says, "There was a breach of the
22 terms of the agreements by, among other things,
23 failing to provide Nanyah a membership interest in
24 Eldorado.

25 I think you have answered that before,

1 haven't you? You said they breached it by failing to
2 register to you?

3 A. To the best of my understanding --

4 Q. To the best of your understanding?

5 A. -- of the legal aspect of it.

6 Q. Let's go to B. "Breached by failing to
7 convert Nanyah's investment into a noninterest
8 bearing debt."

9 What do you know about that?

10 A. That it's written here.

11 Q. That's all you know?

12 A. I know that this is probably what my
13 lawyer found relevant to what has been or has not
14 been done by the defendants.

15 Q. And you rely on that?

16 A. I rely on that and on the explanation of
17 my legal counsel, I assume at the time when it was
18 done, of what it meant, in general terms, and I
19 relate it to that.

20 Q. When was it done?

21 A. When it was prepared.

22 Q. When what was prepared?

23 A. The paperwork, the claims.

24 Q. The failure to convert was done at that
25 time?

1 A. No. The failure to convert was done
2 probably way before that. Whether it was 2008 or
3 just after what Exhibit 2 said they should have done.

4 Q. It could have been 2008?

5 A. Could have been.

6 Q. Let's take C. "Failing to inform Nanyah
7 that Rogich Trust was transferring its full
8 membership interest in Eldorado to the Eliades Trust
9 in breach of the terms of the agreements."

10 Are you relying upon your attorney for
11 that?

12 A. Yes. But what my understanding is here,
13 is that at the time when Rogich transferred his
14 ownership of his or any other ownership in Eldorado
15 Hills to Eliades or whomever else, I think that any
16 reasonable person would have expected him to approach
17 the potential claimant, let's say, and given him an
18 equal opportunity, advanced notice, you name it, in
19 this respect.

20 Q. In what respect?

21 A. In respect of the fact that he was
22 planning to give up rights, which were also my
23 rights, to this -- to the company, to the property,
24 without even telling me -- announcing, asking, giving
25 me equal opportunity to take it over myself, et

1 cetera.

2 Q. All C is talking about is a failure to
3 inform.

4 A. Yes. Because any reasonable honest person
5 who was put in such a situation where he's about to
6 do what Sig Rogich has done, would have picked up the
7 phone, write a letter, called even Carlos Huerta and
8 tell him, we don't have direct contact with Mr. Yoav
9 Harlap or Nanyah Vegas, please give us the contact
10 because we are about to do A, B, C and D, which
11 affects him or potentially affects him and his
12 rights, and we want him to be on board with us on
13 what we're planning to do, and make sure that it's
14 okay with him.

15 Which nobody does. They failed to inform
16 me. They never consulted with me. They never gave
17 me the right to participate, to take it over myself.
18 Nothing.

19 Q. You made your investment, you say, in 2007
20 or '6, right?

21 A. Whatever.

22 Q. And you never talked to Mr. Rogich after
23 that except for the one time we talked about?

24 A. Not before, not during, not after, until
25 last year here in your office.

1 Q. Were your arms tied or hands tied?

2 MR. SIMONS: Argumentative. Come on,
3 Counsel.

4 MR. LIONEL: A little bit.

5 BY MR. LIONEL:

6 Q. What prevented you from calling him?

7 A. I didn't know that I -- I didn't know
8 until a very late stage that I had a real problem,
9 and that I was -- and that somebody cheated me out of
10 a deal.

11 Q. When was this late stage that you're
12 talking about?

13 A. I can't recall the exact date. Late.

14 Q. Approximately what year?

15 A. Later than 2008 and earlier than 2016 at
16 the point at which I came and did the first claim or
17 whenever it was.

18 Q. D, "The breach in transferring Rogich
19 Trust full membership interest in Eldorado to the
20 Eliades Trust in breach of the terms of the
21 agreements."

22 What agreements said he couldn't transfer
23 it?

24 MR. SIMONS: Objection to the extent it
25 calls for a legal conclusion.

1 THE WITNESS: Again, this is legal jargon
2 that I cannot relate to beyond saying that this is
3 something that I cannot have, you know, an opinion
4 about.

5 BY MR. LIONEL:

6 Q. So you don't know whether there was any
7 agreement that said you could not transfer?

8 A. If my attorney says that there was, then
9 there was.

10 Q. You rely on your attorney?

11 A. I rely on my attorney.

12 Q. Was there any relationship between any of
13 the defendants and Nanyah?

14 MR. SIMONS: Object to the extent you're
15 asking for a legal conclusion.

16 BY MR. LIONEL:

17 Q. To your knowledge, was there any kind of
18 relationship? Did they have --

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. Do you know what a fiduciary relationship
22 is?

23 A. More or less, yes.

24 Q. Was there a fiduciary relationship?

25 A. I don't know. This is a legal standing

1 and I have no way of saying whether there was a
2 fiduciary duty or not.

3 Q. My question's a simple one. Do you have
4 any knowledge --

5 A. It's very simple for a lawyer.

6 Q. Was there any special relationship between
7 Nanyah and any of the defendants?

8 A. What is "special relationship"?

9 Q. As far as you understand?

10 A. What is "special relationship"?

11 Q. Did they go to school together? Did they
12 play football together?

13 A. If they went to school together, no. If
14 they played football together, also no, as far as I
15 recall.

16 Q. And you don't have any --

17 A. And I'm not in the same age group as Sig
18 Rogich, so I doubt that we went to Boy Scouts
19 together.

20 Q. How about the other defendants? How about
21 Eliades, Pete Eliades?

22 MR. SIMONS: What's the question, special
23 relationship?

24 BY MR. LIONEL:

25 Q. Yes. Any kind of relationship?

1 MR. SIMONS: To the extent you're asking
2 him to define a legal relationship that is identified
3 under the law, I'm going to object that it's asking
4 for a legal conclusion. If you're just saying what
5 kind of --

6 BY MR. LIONEL:

7 Q. Any kind of relationship?

8 A. If it is a relationship of going to Boy
9 Scouts together, no. If it is a relationship that
10 they had obligations towards me in -- within the
11 context of the Eldorado Hills deal, then there might
12 have been.

13 Q. Aside of the Eldorado deal, was there any
14 kind of relationship between Nanyah or you and any of
15 the -- or any of the defendants?

16 A. I don't know. In terms of personal
17 relations, I don't know of any such relationship.

18 Q. Thank you.

19 Paragraph 99, "Nanyah has sustained
20 damages in excess of \$10,000 as a result of these
21 defendant's actions, and it's entitled to recover its
22 reasonable and necessary attorneys' fees and costs
23 incurred in this action."

24 What were the damages of Nanyah because of
25 what appears in 97?

1 MR. SIMONS: Objection.

2 THE WITNESS: Any damages that are
3 mentioned here would be damages that are assessed by
4 my attorney.

5 BY MR. LIONEL:

6 Q. That's your answer?

7 A. I wouldn't -- I would give the information
8 to my attorney, perhaps I answered some questions,
9 and if my attorney decided that this is what he
10 should write here, then I guess it reflects what
11 needs to be written.

12 Q. Let's go to the third claim. Paragraph
13 101 says that Nanyah was identified specifically as a
14 third-party beneficiary of each of the agreements; is
15 that correct?

16 MR. SIMONS: Are you asking is that what
17 it says in there?

18 THE WITNESS: It is the same question like
19 you asked me before in the first or second claim, and
20 the answer would be exactly the same answer. As far
21 as it is in Exhibit 2, yes. Any other exhibit, I
22 assume so if this is what is written by my attorney.

23 BY MR. LIONEL:

24 Q. 102, "These defendants owed Nanyah a duty
25 of good faith and fair dealing arising from these

1 contracts."

2 Do you agree with that paragraph?

3 MR. SIMONS: Objection to the extent it's
4 asking for a legal conclusion.

5 BY MR. LIONEL:

6 Q. Your understanding?

7 A. My understanding in legal conclusions is
8 very limited, Mr. Lionel, so I do not attempt to give
9 a legal opinion on legal matters.

10 Q. I don't want a legal opinion. What kind
11 of a duty did Teld have to you with respect to the
12 agreements?

13 MR. SIMONS: Objection to the extent
14 you're asking for a legal conclusion and to interpret
15 Nevada law.

16 BY MR. LIONEL:

17 Q. Are you aware of any duty that Teld had to
18 you?

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. I want an answer.

22 A. The answer is that, according to my
23 lawyer, they have failed in this respect, and so I
24 do.

25 Q. Failed in what respect?

1 A. In a legal -- in a legal respect.

2 Q. Of what?

3 A. Of doing what they needed to do according
4 to the set of agreements that I was either a party --
5 direct party of or that I had interest in.

6 Q. How about Peter Eliades?

7 A. Same.

8 Q. Same. How about Sigmund Rogich?

9 A. Same.

10 Q. How about the Rogich Trust?

11 A. Same.

12 Q. Thank you.

13 Paragraph 103, "These defendants shared a
14 special fiduciary and/or confidential relationship
15 with Nanyah."

16 Did Nanyah have any kind of relationship,
17 personal or otherwise, with these defendants?

18 MR. SIMONS: Objection to the extent
19 you're asking for a legal conclusion.

20 THE WITNESS: You're asking me a legal
21 question which I cannot answer.

22 BY MR. LIONEL:

23 Q. No, I'm not. I've broadened it.

24 A. The personal part, as I told you, I don't
25 know them personally. I did not know them

1 personally.

2 Q. And you had nothing to do with them except
3 what's happening in this matter?

4 A. Except I invested in Eldorado Hills.

5 Q. But you had nothing to do with these
6 defendants except for what is involved in this
7 matter?

8 A. They had apparently to do with me from
9 what I understand from these papers.

10 Q. Like what?

11 A. Like fiduciary responsibility. They were
12 supposed to be faithful to me. They were supposed to
13 register my rights, et cetera, et cetera.

14 Q. Anything else?

15 A. I don't know. The other things -- there
16 is probably a whole list of things that are stated
17 here, which they either did or did not do as per what
18 they needed to or were supposed to or expected to.

19 MR. LIONEL: Read that answer back,
20 please.

21 (Whereupon, the following answer was read
22 back by the court reporter:

23 Answer: "I don't know. The other
24 things -- there is probably a whole list
25 of things that are stated here, which

1 they either did or did not do as per what
2 they needed to or were supposed to or
3 expected to.")

4 BY MR. LIONEL:

5 Q. You do know what a fiduciary relationship
6 is, don't you?

7 A. Not in legal terms. I know what it means
8 when I translate it into Hebrew, and from my
9 understanding of the Hebrew language, I can
10 understand what it means, but I do not understand the
11 legal standing of fiduciary responsibility.

12 Q. Didn't you just answer that they had a
13 fiduciary duty?

14 A. From what I'm reading here, according to
15 the analysis of my legal counsel, they failed their
16 fiduciary duty towards me.

17 Q. But you didn't say yourself, without the
18 legal counsel --

19 A. No, I don't have the capacity to
20 understand the legal standing in order to do so.

21 Q. And you don't understand good faith and
22 fair dealing concept?

23 A. I understand it only in the context of
24 translating it into Hebrew and relating to it in
25 general human relation terms, not in legal terms.

1 Q. Did Peter Eliades act in bad faith to you?

2 MR. SIMONS: Objection to the extent it's
3 asking for a legal conclusion.

4 MR. LIONEL: That's not a legal
5 conclusion.

6 BY MR. LIONEL:

7 Q. Do you understand bad faith?

8 A. Yes, I understand bad faith.

9 Q. What is it?

10 MR. SIMONS: Hold on. Again, you're
11 asking for a legal conclusion. It's a defined issue
12 under Nevada law.

13 BY MR. LIONEL:

14 Q. What is bad faith?

15 A. Bad faith in terms of the Nevada law, I
16 have no idea.

17 Q. Nor do I. You tell me what bad faith is
18 in English.

19 MR. SIMONS: To the extent you're not
20 asking for a legal conclusion, go ahead and tell him
21 what you think.

22 THE WITNESS: If it is not regarding a
23 legal conclusion, then bad faith is not being honest
24 towards me in any of the dealings.

25 ///

1 BY MR. LIONEL:

2 Q. Did Peter Eliades act in bad faith to you?

3 MR. SIMONS: Same objection.

4 THE WITNESS: Same objection. But from
5 what I understand, again, not legally, he was
6 dishonest towards me.

7 BY MR. LIONEL:

8 Q. What did he do that was dishonest?

9 A. If I understand correctly from the
10 analysis of my legal counsel, him and Sig Rogich
11 together had kind of created a mechanism of law or
12 something that, over time, enabled them to act in a
13 way which pushed me away from my rights in the
14 company, in Eldorado Hills.

15 Q. And that's the bad faith?

16 A. That's part of it.

17 Q. What else is there?

18 A. Anything that is mentioned here in terms
19 of legal jargon, which I am not familiar with.

20 Q. How about Teld?

21 A. Same.

22 Q. Same?

23 A. Teld is Eliades. You asked about Eliades.
24 Whether it is Eliades through him personally or
25 Eliades through his company Teld, it's the same thing

1 for me, in this respect.

2 Q. What did he do to you? What did Teld do
3 to you?

4 A. First of all is what he didn't do to me.

5 Q. What he didn't do? What he didn't do?

6 A. It's also what he didn't do.

7 Q. Which is what?

8 A. Which is anything that my legal counsel is
9 saying that he didn't do or did.

10 Q. Anything else?

11 A. No.

12 Q. How about Sigmund Rogich?

13 A. Same.

14 Q. How about the Rogich Trust?

15 A. Same.

16 Q. 104, "Nanyah did repose in these
17 defendants a special confidence with respect to the
18 transaction involving its investment in Eldorado and
19 defendants were obligated to honor the special
20 confidence and confidentiality with due regard to
21 Nanyah's interest."

22 Did you repose a special confidence in
23 these defendants?

24 MR. SIMONS: Objection to the extent
25 you're asking a legal conclusion.

1 THE WITNESS: Again, it is a legal matter.
2 I cannot relate to it. I remember that I translated
3 the word reposed, but I don't remember now exactly in
4 Hebrew what it meant.

5 BY MR. LIONEL:

6 Q. Your daily dealings, is that in English or
7 in Hebrew?

8 A. In Hebrew primarily. But I do also a lot
9 in English. But English is not my mother tongue.

10 Q. I appreciate that.

11 A. I think for somebody whose English is not
12 his mother tongue, my English is not so bad. But
13 it's not as good as yours, obviously.

14 Q. Thank you.

15 A. And I've had less years to practice it,
16 too.

17 Q. I beg your pardon?

18 A. I had less years to practice it as well.

19 Q. A lot less.

20 A. I guess so.

21 Q. I think I need more on that. Tell me what
22 Sig -- you say, "Nanyah did repose in these
23 defendants a special confidence with respect to
24 transactions."

25 Tell me how you have reposed such a

1 special confidence in Mr. Rogich.

2 A. You would have to ask my lawyer.

3 Q. How about with respect to Teld?

4 A. You would have to ask my lawyer.

5 Q. How about Peter Eliades.

6 A. You would have to ask my lawyer.

7 Q. How about the Rogich Trust?

8 A. You would have to ask my attorney.

9 Q. That's the only answer you can give?

10 A. Apparently.

11 Q. 105, "The defendants breached the implied
12 covenant of good faith and fair dealing contained in
13 the agreements by engaging in misconduct that was
14 unfaithful for the purpose of the contractual
15 relationship and special relationship that existed
16 by, among other things," and it lists five or six
17 things.

18 Tell me about the misconduct.

19 A. My answer would be exactly the same as to
20 the previous article.

21 Q. Can you tell me specifically what the
22 misconduct was?

23 A. No.

24 Q. You cannot?

25 A. I cannot.

1 Q. Why not?

2 A. Because it's a legal matter. Misconduct
3 is a legal matter. It has a legal meaning in this
4 context, and I cannot relate to it because it is not
5 my proficiency.

6 Q. You know it's a legal matter in the
7 context of that paragraph?

8 A. I assume it is a legal matter.

9 Q. And for that reason, you won't respond to
10 my question?

11 A. And for that reason, I do not have the
12 capacity to respond.

13 Q. You do not have the capacity to say what
14 the misconduct was?

15 A. Correct.

16 MR. SIMONS: To the extent you're asking
17 for a legal conclusion, is what he's saying.

18 BY MR. LIONEL:

19 Q. 106 -- how about 107, damages?

20 A. I've answered that before.

21 Q. No. It's a different claim.

22 A. My answer --

23 Q. Same damages for everything?

24 A. Same answer.

25 Q. Same answer that you gave before?

1 A. Same answer as I gave before.

2 Q. Applies to all damages?

3 A. The damages are defined, to the best of my
4 understanding, by my legal counsel, who can assess
5 that.

6 Q. But the purpose of the deposition was not
7 to inquire of your legal counsel, it was to get your
8 information, what you knew.

9 A. Well, to the best of what I know, I told
10 you. What I don't know I will not tell you whether
11 you like it or not.

12 Q. Let's take 115, which -- and I'm going to
13 read it. "When the defendants' acts were performed,
14 they acted with oppression, fraud and malice and/or
15 with the willful, intentional and reckless disregard
16 of Nanyah's rights and interest and, therefore,
17 Nanyah is entitled to punitive damages in excess of
18 \$10,000."

19 What acts are you talking about?

20 A. Legal acts.

21 Q. Hmm?

22 MR. SIMONS: Objection to the extent
23 you're asking for a legal conclusion.

24 BY MR. LIONEL:

25 Q. I'm asking you what the acts were.

1 MR. SIMONS: Right. You're asking what
2 acts satisfied the legal requirements of the --

3 MR. LIONEL: No, I'm not.

4 BY MR. LIONEL:

5 Q. I'm asking you -- it says here, "When the
6 defendants' acts were performed." I'm asking you
7 what did they do?

8 MR. SIMONS: He already told you that.

9 MR. LIONEL: No, he didn't.

10 MR. SIMONS: Yeah, he told you. He's been
11 telling you that today. So to the extent you want to
12 try to --

13 MR. LIONEL: I'm on 115, Counsel. I'm on
14 115.

15 MR. SIMONS: What does that mean?

16 MR. LIONEL: The first time I've asked him
17 about a punitive damage claim.

18 MR. SIMONS: No, but you've asked him the
19 facts, and now you're trying to say I want new facts
20 that I haven't heard today in relation to the
21 punitive damages. So that's my objection.

22 MR. LIONEL: That's your objection. You
23 made it.

24 BY MR. LIONEL:

25 Q. What were the acts?

1 MR. SIMONS: Same objection.

2 THE WITNESS: I don't know. They are
3 illegal acts, and I'm not in the position to tell
4 you.

5 BY MR. LIONEL:

6 Q. What are the illegal acts?

7 A. Pardon?

8 Q. What are illegal acts?

9 A. Acts that were done not in accordance with
10 what they should have done in a legal matter.

11 Q. You don't know what the acts were?

12 MR. SIMONS: That's not what he's
13 testified. He's already asked and answered that.

14 MR. LIONEL: Just make your objection,
15 Counsel.

16 MR. SIMONS: I did. Asked and answered.

17 THE WITNESS: I cannot give an informed
18 analysis of the legal aspect of what you're asking.

19 BY MR. LIONEL:

20 Q. I'm not --

21 A. So I cannot answer it in the way that you
22 would, perhaps, want me to. This is a matter that I
23 need to refer you to my legal counsel.

24 Q. As to what the acts were?

25 A. As to anything that is written here.

1 Q. As to anything?

2 A. As to anything that is written in this
3 paragraph.

4 Q. How about -- do you know what the word
5 "oppression" is?

6 A. I can translate it.

7 Q. Translate it into Hebrew?

8 A. Yes.

9 Q. I didn't ask that. Do you know what it is
10 in English?

11 A. If I know what it is in English? I would
12 know what it is in English if I would know what it is
13 in Hebrew, provided it is not a legal term, and then
14 I would not even know then.

15 Q. You don't know what the English word
16 "oppression" means?

17 A. To oppress somebody, in general, I more or
18 less know, but to be precise, I would need to
19 translate it into Hebrew, which I probably have done
20 at the time that I first read this.

21 Q. Can you translate it back again from the
22 Hebrew to the English?

23 A. Probably.

24 Q. Well, I'm asking you what the --

25 A. But not in its legal standing, only in its

1 verbal standing.

2 Q. Whatever that means. Explain that to me.

3 A. Well, some terms may have a very wide
4 legal connotation, but in way of speech, they mean
5 something which is far lighter, smaller and less
6 profound.

7 Q. I think you indicated you understood what
8 it means to oppress somebody, don't you?

9 A. Yes, many of my people have been -- of the
10 Jewish people have been oppressed, so in that
11 context, I know what oppression is.

12 Q. But this says "with oppression." Do you
13 understand what fraud is?

14 A. Yes.

15 Q. Did any of these defendants commit fraud
16 against you?

17 MR. SIMONS: Objection to the extent
18 you're asking for a legal conclusion.

19 THE WITNESS: You have to ask my lawyer.
20 My lawyer seems to think that they have.

21 BY MR. LIONEL:

22 Q. Do you know what fraud is in English, just
23 plain fraud?

24 A. What plain fraud in English is, yes, I
25 more or less know, I think.

1 Q. What was the fraud here by the defendants?

2 A. This is something that you would have to
3 relate to my lawyer for.

4 Q. You're unable to answer that?

5 A. Correct. I'm not a legal counsel.

6 Q. How about malice? Do you understand
7 what --

8 A. Same thing.

9 Q. Same thing?

10 A. Yes.

11 Q. I would have to refer to your lawyer?

12 A. Yes.

13 Q. Because you're not able to answer it?

14 A. Because I don't have the legal education
15 to be able to answer that.

16 Q. And that's the only reason?

17 A. That's a good enough reason for me.

18 Q. Let's go to the fourth claim.

19 A. We are already on the fifth, so we go back
20 to the fourth?

21 Q. Yes. I guess we skipped it. We don't
22 want to do that.

23 A. What?

24 Q. We don't want to do that, do we?

25 A. Do what?

1 Q. Skip one of them.

2 A. Well, you can go back to any of them.

3 Q. Fourth claim, "Intentional interference
4 with contract," and it's against Sigmund Rogich,
5 Teld, Peter Eliades, Eliades Trust and Imitations.

6 Paragraph 110 says, "Nanyah was the
7 third-party beneficiary of the purchase agreement,
8 the membership agreements and the amended and
9 restated operating agreement."

10 You agree with that?

11 MR. SIMONS: Objection to the extent it's
12 asking for a legal conclusion.

13 MR. LIONEL: No, I'm not.

14 MR. SIMONS: Or are you agreeing that it
15 says what it says?

16 MR. LIONEL: Yeah. I'm agreeing with what
17 it says.

18 THE WITNESS: I don't know the legal
19 standing of what you're asking me.

20 MR. SIMONS: No, he just asked you -- what
21 he said, is that's what's contained in what he was
22 referring you to?

23 THE WITNESS: That's what's written.

24 BY MR. LIONEL:

25 Q. I'm asking you whether you agreed with it?

1 MR. SIMONS: Now you're asking for a legal
2 conclusion.

3 BY MR. LIONEL:

4 Q. Answer my question, please.

5 A. You're asking for a legal conclusion which
6 I'm not --

7 MR. SIMONS: I get to make the objection.

8 THE WITNESS: Okay.

9 MR. SIMONS: But to the best you can, to
10 the extent you're not trying to give a legal
11 conclusion or legal analysis, do what you can with
12 his question.

13 THE WITNESS: Okay. I think that Exhibit
14 2, for example, is one of the things that is
15 mentioned here, is saying explicitly that I have --
16 that I am the third-party beneficiary of this
17 purchase agreement, and that I have membership rights
18 or that there should be potential claims or
19 membership rights, et cetera, and these were not
20 properly registered.

21 BY MR. LIONEL:

22 Q. How about the membership agreements? Do
23 you know what that's referring to?

24 A. I do not at this time remember exactly
25 what are the membership agreements or the amended

1 restated operating agreements.

2 Q. You don't remember?

3 A. No.

4 Q. I'm going to read 111. "These
5 defendants" -- referring to Mr. Sig Rogich, Teld,
6 Peter Eliades, Eliades Trust and Imitations. "These
7 defendants were all aware of the foregoing agreements
8 specifically identifying Nanyah's membership interest
9 in Eldorado and the rights to receive such interest
10 from the Rogich Trust."

11 Do you agree with that?

12 A. Are they not signatory parties of Exhibit
13 2?

14 Q. I beg your pardon?

15 A. Are they not signatory parties of Exhibit
16 2?

17 Q. The answer to that is no. The only ones
18 that were signatories were -- I don't think so. I
19 won't mislead you, so let me look at it a little
20 longer. The answer to that is they were not. Okay?
21 I'll concede that.

22 A. Pardon?

23 Q. None of these defendants were parties to
24 that.

25 A. Okay. So?

1 Q. Number 12, "These defendants performed
2 intentional acts intended or designed to disrupt
3 Nanyah's contractual rights arising out of these
4 contracts."

5 A. This seems to be the view of my legal
6 counsel.

7 Q. How about your view?

8 A. I don't -- I don't have a view on legal
9 matters.

10 Q. How about nonlegal? You're not a lawyer.

11 A. Nonlegal are irrelevant. We are talking
12 legal matters here.

13 Q. Mr. Harlap, it is not irrelevant in this
14 case.

15 A. How come?

16 Q. Because I said so.

17 A. Well, that's not good enough for me. I'm
18 sorry.

19 MR. SIMONS: Let's do this. Maybe --

20 BY MR. LIONEL:

21 Q. I want to know -- it says, "These
22 defendants performed intentional acts intended or
23 designed to disrupt Nanyah's contractual rights
24 arising out of these contracts."

25 Did these defendants perform intentional

1 acts intended or designed to disrupt Nanyah's
2 contractual rights?

3 MR. SIMONS: I'm going to object to the
4 extent you're asking for a legal interpretation.

5 Notwithstanding that, he wants to hear
6 again what you think these guys did that was wrong.

7 THE WITNESS: I think that they failed to
8 either pay me back or to register my rights or to
9 have -- to make sure, in basic terms, not in legal
10 terms, but to make sure that I am given my full
11 rights of ownership and/or money plus interest and/or
12 registered rights and/or any other way in which I
13 would benefit most out of my investment in Eldorado
14 Hills.

15 BY MR. LIONEL:

16 Q. What did they do in that respect? It says
17 they "performed intentional acts." What --

18 A. Yes. To the best of my understanding,
19 they have created of a legal set of documents and/or
20 actions, transactions, that, at the end of the day,
21 attempted to rid me of my rights, basically, and not
22 pay me what they should have.

23 Q. Is that what you say are -- intentional
24 acts, doesn't that import something done
25 specifically?

1 MR. SIMONS: Objection. That's
2 argumentative.

3 THE WITNESS: Wasn't what I described
4 intentional enough?

5 BY MR. LIONEL:

6 Q. Have you seen these agreements that you're
7 talking about?

8 A. I have seen Exhibit 2.

9 Q. Exhibit 2.

10 A. At least. I may have seen the others as
11 well, but Exhibit 2 I've seen for sure.

12 Q. And that's an intentional act, Exhibit 2?

13 MR. SIMONS: That's not what he said.
14 Mischaracterizing his testimony.

15 MR. LIONEL: Just object, Counsel, please.

16 MR. SIMONS: I am.

17 THE WITNESS: What happened apparently
18 after the signing of Exhibit 2, the next stages of
19 this fraudulent operation was to rid me of my rights
20 completely. Exhibit 2 was stage one of this
21 operation or stage two, whatever, and then came other
22 steps that were taken by them, between them, not
23 consulting me, not giving me any rights to
24 participate, take over, have any even comment.

25 ///

1 BY MR. LIONEL:

2 Q. Why didn't you sue for the rights that
3 came out of there, out of Exhibit 2?

4 A. Am I not suing now?

5 Q. Well, under Exhibit 2.

6 A. I am suing under whatever my legal counsel
7 thinks that I can sue.

8 Q. Fine. 113, "Based upon these defendants'
9 actions, actual disruption of the contracts
10 occurred."

11 Tell me about the "actual disruption."

12 A. I cannot tell you about the actual
13 disruptions as much as they are legal matters.

14 Q. The disruptions are legal matters?

15 A. If disruptions have a legal connotation in
16 this regard, then I cannot relate to the legal
17 connotation.

18 Q. Is that your total answer, that's a
19 disruption?

20 A. That's my answer.

21 Q. You understand the word "disruption,"
22 don't you?

23 A. Yes. I think so.

24 Q. And that's the extent of what you know
25 about the disruption?

1 A. There is probably a legal meaning to this
2 disruption, and I cannot relate to it.

3 Q. We've come to the fifth claim. 117, "The
4 Eliades Trust has obtained Rogich Trust's interest in
5 Eldorado, which interest was subject to Nanyah's
6 ownership interest in Eldorado. At all times the
7 Eliades Trust was fully aware of Nanyah's ownership
8 interest in Eldorado."

9 Now, you say the Rogich Trust interest was
10 subject to Nanyah's ownership interest in Eldorado.
11 Would you explain that, if you can?

12 A. I can explain it as per Exhibit 2.
13 Exhibit 2 says that I am a potential claimant, and as
14 far as I understand, even that agreement alone states
15 my interest -- Nanyah's ownership interest. There
16 might have been other ways of establishing such
17 reasons for my claim as well.

18 Q. Did that establish the claims?

19 A. It's establishing the rights.

20 Q. Your rights to the claims?

21 A. The rights to the interest.

22 Q. To the interest. Is that it? And what
23 happened to the interest?

24 A. What happened to the interest?

25 Q. Yes. After that.

1 A. To the best of my understanding, it was
2 unlawfully and illegally and fraudulently taken away
3 from me.

4 Q. How was it taken away?

5 A. By means of some exchange of legal
6 transactions between Rogich, Rogich Trust, Teld,
7 whoever else is mentioned there, in which they have
8 shaken me off -- tried to shake me off their tail.

9 Q. Did that take your legal rights away that
10 you had under two?

11 A. It attempted to take my ownership rights,
12 the legal rights I am claiming now through the legal
13 proceedings.

14 Q. Based on what?

15 A. Based on what my legal counsel thinks that
16 I am entitled to.

17 Q. Based on what?

18 A. Based on what my legal --

19 Q. What agreements?

20 MR. SIMONS: Objection.

21 THE WITNESS: Whatever agreements exist in
22 this respect.

23 BY MR. LIONEL:

24 Q. But you can't tell me which agreements?

25 MR. SIMONS: Asked and answered. Now it's

1 argumentative. Mischaracterizing testimony.

2 BY MR. LIONEL:

3 Q. I need an answer.

4 A. The answer is that any agreements that my
5 legal counsel see as relevant to this matter.

6 Q. Do you know of any such contracts?

7 MR. SIMONS: Asked and answered.

8 THE WITNESS: I do not have the legal
9 capacity to answer more than tell you that if my
10 legal counsel thinks that the paperwork that he has
11 copies of are providing it to us, then they do.

12 MR. SIMONS: Can we take a moment?

13 MR. LIONEL: Sure.

14 (Whereupon, a recess was had.)

15 BY MR. LIONEL:

16 Q. Look at the fifth claim, Mr. Harlap.
17 Paragraph 117 says, "At all times the Eliades Trust
18 was fully aware of Nanyah's ownership interest in
19 Eldorado."

20 How do you know that?

21 A. I assume through the paperwork that my
22 legal counsel has managed to lay his hands on.

23 Q. Have you seen any of that paperwork?

24 A. I may have. I don't recall.

25 Q. And that's the only way you would know?

1 A. Other than reading all of this and seeing
2 whether I related to it as if I've seen it, then the
3 answer would be yes.

4 MR. SIMONS: And were you referring to
5 Exhibit 5?

6 THE WITNESS: Yes.

7 BY MR. LIONEL:

8 Q. Let's look at 118. "The Eliades Trust,
9 working cooperatively with the other named
10 defendants, assisted Rogich Trust in the transfer of
11 its full membership interest in Eldorado to the
12 Eliades Trust for the purpose of not honoring the
13 obligations owed to Nanyah."

14 What did the Eliades Trust do to assist
15 the Rogich Trust?

16 A. Whatever is claimed by my legal counsel.

17 Q. How about claims of yours?

18 A. My claims are being brought up through my
19 legal counsel.

20 Q. Aside from that, you have no claims?

21 MR. SIMONS: Objection. Mischaracterizes
22 the evidence in this case already.

23 MR. LIONEL: Will you read the question,
24 Miss Reporter.

25 (Whereupon, the following question was

1 read back by the court reporter:

2 Question: "Aside from that, you have no
3 claims"?

4 THE WITNESS: I have other claims as per
5 the ones that are set forth in these documents and/or
6 any other documents that my lawyer has submitted to
7 the court.

8 BY MR. LIONEL:

9 Q. Well, you say here that the Eliades Trust
10 assisted Rogich Trust, and I want to know what it
11 did. There's nothing legal about that.

12 A. There is a lot of --

13 Q. Either it did or did not.

14 A. There is plenty illegal about it. Nothing
15 legal about that. I agree with you on that. Plenty
16 of illegal.

17 Q. What did it do? What did the Eliades
18 Trust do?

19 A. In legal terms, you would have to refer to
20 my legal counsel.

21 Q. I don't want it in legal terms. I want it
22 in normal general terms.

23 A. In general terms, and as much as it is
24 taking into consideration that I'm not presuming to
25 be able to answer legally, I think that they have

1 together set up a scheme in which gradually within
2 certain transactions, they would defy me of my rights
3 by giving a loan that was not repaid or by
4 transferring at no cost or at the minimum cost and
5 buying something else in return and whatever other
6 way they have done it. The bottom line is that they
7 have taken several steps and actions to defy me of my
8 rights.

9 Q. Who are you talking about now?

10 A. I'm talking about Sig Rogich and Eliades,
11 Teld, any of the defendants in this case.

12 Q. I'm only interested now in what the
13 Eliades Trust you say did. And I don't want your --
14 I prefer not to have your imagination.

15 MR. SIMONS: Objection.

16 BY MR. LIONEL:

17 Q. If you know it, you either know it or you
18 don't know it.

19 MR. SIMONS: It's not imagination. He's
20 tell you what he's aware of. Don't start getting
21 argumentative with the witness.

22 MR. LIONEL: That's not true, Counsel. He
23 talked about making loans, doing this and doing that.

24 MR. SIMONS: And all that's true. That's
25 not imagination.

1 MR. LIONEL: That's imagination.

2 MR. SIMONS: Really?

3 MR. LIONEL: Surely.

4 MR. SIMONS: The loan that you guys
5 haven't produced, that's imagination?

6 MR. LIONEL: What loan are you talking
7 about?

8 MR. SIMONS: If you don't know the
9 evidence, I'm not going to teach it.

10 BY MR. LIONEL:

11 Q. I'm going to try once more.

12 A. You can try many times more.

13 Q. Fine. "At all times the Eliades Trust was
14 fully aware of Nanyah's ownership interest in
15 Eldorado."

16 How do you know the trust was aware of
17 Nanyah's ownership interest in Eldorado?

18 A. Based on the paperwork that was produced,
19 my legal counsel came to the conclusion that they
20 knew.

21 Q. Tell me what Nanyah's interest in Eldorado
22 was.

23 MR. SIMONS: Asked and answered.

24 THE WITNESS: Yeah. A hundred times
25 already, but --

1 BY MR. LIONEL:

2 Q. Once more for me.

3 MR. SIMONS: Why? What does it matter?

4 BY MR. LIONEL:

5 Q. Please.

6 A. Nanyah's rights were 1.5 million of
7 investment back to whenever it was invested that was
8 supposed to be converted into equity or anything else
9 also, but not only as referred to in Exhibit 2.

10 BY MR. LIONEL:

11 Q. What's it got to do with the Eliades Trust
12 being aware of Nanyah's ownership interest?

13 MR. SIMONS: That has nothing to do --
14 you're jumping --

15 THE WITNESS: As far as I understand,
16 either through that paper or other papers that I do
17 not recall right now, Eliades was fully aware. Teld,
18 Eliades, all of them were fully aware that there is a
19 potential claimant called Nanyah Vegas that might pop
20 out of the blue sometime and stand on his rights.

21 BY MR. LIONEL:

22 Q. That's not my question. I'm going to try
23 it again.

24 A. That's my answer.

25 Q. "At all times the Eliades Trust was fully

1 aware of Nanyah's ownership interest."

2 And I'm asking you, how do you know that?

3 MR. SIMONS: Asked and answered. He's
4 already told you it's in the documents. Why do we
5 keep doing this, Sam? Why do we keep going over the
6 question?

7 THE WITNESS: As far as I understand, it
8 is all in the documents.

9 BY MR. LIONEL:

10 Q. That's your lawyer's answer.

11 A. No. This is my answer.

12 MR. SIMONS: Excuse me. Now this is being
13 harassing.

14 MR. LIONEL: I'm not harassing.

15 MR. SIMONS: Absolutely. You keep asking
16 the same question over and over and over.

17 MR. LIONEL: Because the witness is a
18 little difficult.

19 MR. SIMONS: No, the witness is just
20 telling you. You've heard the same answer, different
21 versions. So if we can move this along, that would
22 be great.

23 MR. LIONEL: Consistently difficult.

24 MR. SIMONS: The client's difficult?
25 Absolutely not. He's telling you.

1 BY MR. LIONEL:

2 Q. Fine. Now let's go to the sixth claim for
3 relief, paragraph 121. Do you know what a conspiracy
4 is?

5 MR. SIMONS: Objection to the extent
6 you're asking for a legal conclusion.

7 Absent that, go ahead and --

8 THE WITNESS: Exactly. As far as legal
9 standing of a conspiracy, I would not relate. In
10 general language terms, yes.

11 BY MR. LIONEL:

12 Q. What is it?

13 A. It is an act of one or more people -- more
14 people usually, to my understanding, to do something
15 to a third party, usually in a bad connotation.

16 Q. Very good definition, and you didn't have
17 to go back to Hebrew. Now, which defendants
18 conspired?

19 MR. SIMONS: Objection.

20 THE WITNESS: In relation to legal --

21 MR. SIMONS: Sorry. I have to just keep
22 this on the record. Objection to the extent it asks
23 for a legal conclusion.

24 BY MR. LIONEL:

25 Q. I'm not asking for a legal conclusion.

1 I'm doing it based upon what you just gave me as your
2 generalized definition of a conspiracy.

3 A. On the legal side, I can't answer. On the
4 nonlegal side, I can say that all of them conspired.

5 Q. What did Mr. Rogich do?

6 MR. SIMONS: Asked and answered.

7 THE WITNESS: Asked, answered, plural
8 times.

9 BY MR. LIONEL:

10 Q. As a conspirator?

11 A. Of course.

12 Q. How about any of the other defendants, did
13 they all act -- take it back.

14 Let's try Mr. Eliades, what did he do?

15 MR. SIMONS: Asked and answered.

16 THE WITNESS: Whatever is said in this
17 paperwork, defines what he did or he didn't do.

18 BY MR. LIONEL:

19 Q. I'm asking you, not the paperwork.

20 A. Whatever I have to say is projected in the
21 paperwork.

22 Q. Let's forget the paperwork for a minute
23 and you tell me what he did.

24 A. If we forget the paperwork, we have to
25 forget the fact that this is a legal matter, and we

1 do not forget that this is a legal matter. And when
2 it is a legal matter, I have to rely on my legal
3 counsel.

4 Q. I'm asking you, you know what a conspiracy
5 is?

6 A. And I told you --

7 Q. And I've asked you --

8 A. And you gave me even some compliments
9 after I answered that.

10 Q. You're entitled to it.

11 A. Thank you.

12 Q. Now, you're talking now about Mr. Eliades,
13 and I asked you what you're saying, they all
14 conspired. I'm asking you what he did.

15 A. I --

16 MR. SIMONS: Just so the record's clear,
17 the client -- the witness put his hand on the stack
18 of exhibits in front of him, which includes all the
19 documents and some of the contracts and interrogatory
20 answers, and he said it's all in here. You said I
21 don't want to hear in here. And you want to say what
22 else. Just so the record is clear. Go ahead.

23 THE WITNESS: To the best of my
24 understanding, Mr. Eliades was fully aware of the
25 whole turn of events that led to the deal between him

1 and Mr. Rogich. He knew exactly how it all evolved,
2 and he knew very well that there was a potential
3 claimant, Nanyah Vegas, for a historical
4 \$1.5 million.

5 By knowing that, he was part of the
6 conspiracy. This is not in a legal way. This is in
7 a general understanding of a nonlegal person.

8 BY MR. LIONEL:

9 Q. You're telling me or you're testifying as
10 to what he knew. I'm asking you what he did in
11 furtherance of the conspiracy.

12 A. By the fact, to my understanding, again,
13 not legal, that he participated in this scam by
14 taking the ownership and depriving me of my due share
15 of the ownership. He conspired and he was fraudulent
16 towards me. This is what I think.

17 Q. You told me he took the ownership. Is
18 that what he did as part of the conspiracy?

19 A. He was given basically the ownership, to
20 my understanding. He was handed it on a silver
21 platter and in return, he got something and he gave
22 something else.

23 Q. What did he give?

24 A. To the best of my understanding -- and
25 again, this is not a legal answer -- to the best of

1 my understanding, he gave the Rogich Trust or Sig
2 Rogich and/or others that are related, interest in a
3 different plot of land somewhere else in this area
4 for --

5 Q. Is that your answer?

6 A. This is the nonlegal answer.

7 Q. But what has that got to do with what
8 Mr. Eliades did?

9 MR. SIMONS: That's asked and answered.
10 If you don't follow it, that's not the client's
11 fault.

12 BY MR. LIONEL:

13 Q. Is that the best you can give me?

14 A. Yes.

15 Q. Are you sure it's the best?

16 MR. SIMONS: You don't need much more.

17 BY MR. LIONEL:

18 Q. Has the land which Eldorado had -- strike
19 that.

20 Eldorado owned land. Was that land sold?

21 A. The rights, to my understanding, again
22 it's not legal, but to my understanding, the rights
23 to Eldorado were sold, not necessarily to the land.
24 But I am not 100 percent sure.

25 Q. That the --

1 A. The ownership rights of Eldorado Hills, if
2 I remember correctly, but I may not remember
3 correctly, the ownership rights of Eldorado Hills
4 were transferred. I don't know if it was the
5 Eldorado Hills ownership or their right in that
6 specific land.

7 Q. Transferred to who?

8 A. To Teld, if I remember correctly, or
9 whoever else was there or Eliades or --

10 Q. Has there ever been any distributions by
11 Eldorado?

12 A. I don't know. I didn't get any. So far.
13 I intend to. Big ones. Soonest.

14 Q. Let's go to the 7th claim. Tell me in
15 your nonlegal way why the transfer of the property in
16 2012 was fraudulent.

17 A. As much as the property itself was
18 transferred, it was transferred at the value that did
19 not correspond its real value, nor did it take into
20 consideration my interest or any of my potential
21 claims for interest in that property or in that
22 company.

23 Q. What do you know about the value of the
24 property?

25 A. I know -- I know that it is for sure not

1 worth nothing, which is exactly what I got so far for
2 it. I also know that as a potential claimant, I have
3 never been approached to offer me that sweet deal,
4 which I would have had it been me sitting in Sig
5 Rogich's seat, and I'm sure you will, too.

6 Q. What was the value of the property, as far
7 as you know?

8 A. More than zero.

9 Q. Hmm?

10 A. More than zero.

11 Q. How much more?

12 A. I do not know, and I don't think that it
13 is relevant at this point in time. What is relevant
14 is my shared interest and my potential claim for
15 \$1.5 million in 2006, '7, whatever, or '8 terms.

16 Q. Paragraph 126, "The transfer was performed
17 with actual intent to hinder, delay or defraud Nanyah
18 so that Nanyah would be deprived of its interest in
19 Eldorado."

20 A. Yeah. One of the other --

21 MR. SIMONS: Hold on. Hold on. He didn't
22 clarify.

23 THE WITNESS: He didn't ask a question.

24 MR. SIMONS: To the extent it was seeking
25 a legal conclusion, I'm objecting. If nonlegal, go

1 ahead.

2 THE WITNESS: He didn't ask the question
3 yet. He just read. What's the question?

4 BY MR. LIONEL:

5 Q. Read the request back, please, Miss
6 Reporter.

7 (Whereupon, the record was read back
8 by the court reporter.)
9

10 BY MR. LIONEL:

11 Q. What do you know about the transfer and
12 that it was with actual intent to hinder, delay or
13 defraud Nanyah?

14 A. A nonlegal answer to that would be that,
15 to the best of my understanding, in order to push me
16 out of the deal and take away my rights, there was a
17 deal structured in which the rights were transferred,
18 supposedly without showing value, to which I would
19 potential -- potentially have an interest in. But
20 that was the attempt, which failed.

21 Q. Well, why does it show that it was
22 performed with actual intent to hinder, delay, or
23 defraud Nanyah?

24 A. I do not have any other good explanation
25 for that, other than that, nor would anybody else

1 have.

2 Q. Do you know when this property was
3 transferred?

4 A. I do not recall.

5 Q. Did you know at one time?

6 A. Only in retrospect.

7 Q. How did you find out about it?

8 A. I don't remember. Whether it was Carlos
9 or Jacob Feingold or probably -- probably one of
10 them.

11 Q. But you don't know when it was?

12 A. No.

13 Q. Do you know what year it was?

14 A. No.

15 Q. Do you know what month it was?

16 A. No.

17 Q. Do you know what day it was?

18 A. No.

19 Q. You have no knowledge at all of when it
20 occurred?

21 A. No. No, I don't.

22 Q. Or when you found out about it, you don't
23 know?

24 A. I do not recall exactly when I found out
25 about it, no.

1 Q. You don't even know the year?

2 A. No.

3 Q. At the time the property was transferred,
4 do you know whether the Rogich Trust or Mr. Rogich
5 had any debts?

6 A. I have no idea, unless it is written here
7 and I was informed, but I do not have any idea as we
8 speak now. I do not recollect.

9 Q. Do you know what the Eliades and Rogich
10 Trust relationship is?

11 A. No. Not that I know right offhand, no.

12 Q. Well, how about -- what do you mean
13 "offhand"?

14 A. I don't remember. If it is written
15 anywhere in the paperwork that is in front of me,
16 then I would have known at some point. As we speak
17 now and you are asking me, the answer is no.

18 Q. You don't know?

19 A. I don't know.

20 Q. Of any relationship?

21 A. I don't remember of any relationship.

22 Q. You have no knowledge?

23 A. I have no recollection.

24 Q. At the time the transfer was made, was the
25 interest, the membership interest in Eldorado

1 transferred to the Eliades Trust?

2 A. I do not know.

3 Q. What was transferred? Do you know what
4 was transferred?

5 A. I do not remember, but either the property
6 itself or the rights or the company. I do not know.
7 I think I answered that before also.

8 Q. At the time of the transfer, whatever was
9 transferred, were you informed of it?

10 A. Not immediately, to the best of my
11 recollection.

12 Q. What do you mean by "immediately"?

13 A. I mean, I would have expected Sig Rogich
14 who took upon himself in the Exhibit 2 in 2008, the
15 fact that he knows that I am a potential claimant and
16 that I have some rights, et cetera, et cetera, I
17 would have expected him at the time when he was
18 planning to do this transfer of ownership, to
19 approach me, directly or through Carlos Huerta, who,
20 to my understanding, repeatedly tried to reach him,
21 and -- but this may have been later. I don't know.

22 Q. Who tried to reach him repeatedly, you?

23 A. Carlos. Not me, no.

24 Q. Hmm?

25 A. I never tried to reach him. Carlos tried

1 to reach him, to the best of my understanding, later.

2 Q. So how did you learn that?

3 A. From Carlos. And I would have approached
4 me, found me, approached me, and would offer me the
5 deal or would explain to me what they plan to do, why
6 they plan to do, the current situation, and
7 presenting me with the opportunity, perhaps I wanted
8 to take it over.

9 It's a phone call away. It's not easy --
10 it's not difficult. It's just, you know, a phone
11 call away to Carlos. Listen, Carlos, we are about to
12 do something which, in our view, will make your
13 friends of Nanyah Vegas get nothing. So before we do
14 that, can you please put us in touch with him so that
15 we make sure that he understands that this is the
16 case and that he agrees to that, or else he comes up
17 with money or he takes himself ownership or he takes
18 liability or whatever he takes, in order to sort out
19 this mess. They never did that.

20 Q. Did it Carlos tell you that --

21 A. That they never did that.

22 Q. -- that the property was transferred or
23 something was transferred?

24 A. At some point later on I learned, I think
25 either through Jacob or Carlos, that something has

1 happened there, yeah.

2 Q. Something has happened? What does that
3 mean?

4 A. Either the company was transferred or the
5 rights of the property were transferred, et cetera.

6 Q. And you don't know when this was?

7 A. No.

8 Q. Do you know whether at the time this
9 transfer was made that the Rogich Trust had assets?

10 A. I have no idea.

11 Q. You have no knowledge at all?

12 A. No.

13 Q. Do you know what business the Rogich Trust
14 was in?

15 A. The Rogich Trust, I don't know
16 specifically. I know that Mr. Rogich is PR,
17 advertising, whatever, lobbyist, et cetera, et
18 cetera, in here.

19 Q. And he's still in the same business as far
20 as you know?

21 A. To the best of my understanding, and my
22 understanding is valid to last year when we met, he's
23 still in the same business, and only what I have
24 learned from his friend whom he sent to me.

25 Q. Are you talking about Jacob?

1 A. No. There was this person who initiated
2 the meeting last year. Not initiated, he was the
3 gopher and he's the guy that's the janitorial
4 equipment guy who Sig Rogich is a partner with or the
5 Rogich Trust or whoever it is.

6 Anyway, he approached me on behalf of Sig
7 Rogich, and according to him, because Sig asked him
8 to.

9 Q. That's what he said?

10 A. That's what he said, and that's what he
11 also said, to the best of my recollection, when he
12 made -- remade this presentation here at the office
13 with Sig.

14 Q. What was the purpose of the presentation?

15 A. To try and come to some terms,
16 understanding, and hopefully solve the dispute
17 between us.

18 Q. And settle them?

19 A. And solve the dispute, whether by
20 settlement or by me giving up or by whatever way they
21 thought that they would.

22 Q. For the record, I move to strike that
23 testimony.

24 Now, you have -- let's go to the 8th
25 claim. Paragraph 132, "There exists a current

1 justiciable controversy between Nanyah and the named
2 defendant regarding Nanyah's rights and obligations
3 with respect to its investment in Eldorado."

4 What was the controversy?

5 A. First, I don't know what is a declaratory
6 relief.

7 Q. Isn't there a comparable provision under
8 Israeli law? You don't know what it is?

9 A. I don't know what it is or maybe I do, but
10 not in its legal terms. I don't know what it means.

11 Q. In Israel, doesn't a person have a right
12 to go into court for determination of his rights
13 against somebody else?

14 A. Yes.

15 Q. And that's called what?

16 A. Basic individual rights because we don't
17 have a constitution. So it's based on the individual
18 rights of anybody to defend himself and to claim from
19 the other at court.

20 Q. That's because they had a controversy with
21 one another, and this was to find out what the
22 true -- what they were entitled to or something of
23 that nature?

24 A. Yeah.

25 Q. Well, let's call this -- this says you had

1 -- "There is a current justiciable controversy
2 between Nanyah and the named defendants."

3 And I'm not asking for a legal term. What
4 was the controversy between Nanyah and any of the
5 defendants?

6 A. The controversy is, to my understanding,
7 the fact that I was deprived of my rights and my
8 potential claims in Eldorado Hills or the property
9 underlying there, without even giving me the
10 opportunity ever to step in, to purchase, to take. I
11 was known to be informed that any of this was
12 happening or going to happen or happened.

13 Q. When did this controversy arise?

14 A. When I realized, unfortunately, at a
15 rather late stage that all this has happened. When I
16 learned, primarily through Carlos and Jacob and/or
17 Jacob, that the historical first act, which is
18 described in Exhibit 2, took a step further, I think
19 it is in 2012, when it suddenly and astonishingly
20 came to the knowledge of Jacob and/or Carlos that I
21 am deprived of my rights, which they have -- or
22 Carlos has tried his best to assert.

23 Q. But since 2008, it never occurred to you?

24 A. To be honest, no. I was not aware of the
25 proceedings or what was going on, and I was dealing

1 with more important stuff that I had to deal with in
2 closer vicinity to where I resided. And this was
3 very far and not of major financial impact on me at
4 the time.

5 And so like I trusted Jacob and Carlos
6 when I initially made -- without much research the
7 initial investment, I trusted them that they would
8 follow it up accordingly.

9 Q. And you relied on them?

10 A. I relied on them and on the fact that
11 hopefully -- and the fact they did their dealings
12 with an honorable person, which unfortunately later I
13 found out it was not the case.

14 Q. Was there a dishonorable person?

15 A. I am afraid so.

16 Q. Who are you talking about?

17 A. Sig Rogich at least.

18 Q. Did you have a copy -- when is the first
19 time you saw Exhibit 2?

20 A. I don't remember.

21 Q. Hmm?

22 A. I don't remember.

23 Q. You have a copy of it?

24 A. If I have a copy, if it is among the
25 papers that were given to me to read before the

1 submission to court, then yes.

2 Q. What do you mean, before the
3 interrogatories?

4 A. Yeah. Before --

5 Q. Is that the first time you saw it?

6 A. I think so, but I'm not sure.

7 Q. You're not sure?

8 A. I'm not sure.

9 Q. You could have seen it back a long time
10 before?

11 A. I don't think so. I don't think so but it
12 might have, but I don't think so. I don't recall it.

13 Q. You don't recall?

14 A. No.

15 Q. And you have no recollection back in 2008
16 of seeing Exhibit 2?

17 A. I might have, I might have not. I don't
18 recall. This is almost ten years back.

19 Q. But you told me that Carlos said you were
20 going to get your money, right, that he worked out a
21 deal?

22 A. Something like that.

23 Q. And you didn't ask him for the papers or
24 anything like that?

25 A. I did not remember that I asked him for

1 any papers, but I also did not ask him for papers
2 when I did the initial investment. So this is no
3 surprise. Because for me, he took the paperwork, and
4 I would perhaps have thought that if there is
5 paperwork, it's paperwork that is relating to my tax
6 obligations in Nevada or in United States, and this
7 he would then transfer to the accountant.

8 Q. Did Carlos deal with your accountant?

9 A. He introduced me to this accountant and
10 here and there he might have, on my request, done
11 something in this respect because I don't --

12 Q. I mean your accountant in Israel?

13 A. No, no, no. Nothing to do with my
14 accountant in Israel.

15 Q. Did you see Jacob with regularity over the
16 years?

17 A. There were years I saw him a bit less
18 because he was more often here and very little in
19 Israel, and we do not live in the same city anymore.
20 So I didn't see him that often, but here and there I
21 did. I saw his wife more often.

22 Q. Tell me again who your controversy is
23 with, which defendant or defendants?

24 A. I think, to the best of my understanding,
25 with all of them, with Sig Rogich, with the Rogich

1 Trust, with Eliades, with Teld and anybody else who
2 is mentioned there.

3 Q. And that controversy is what? Clarify it
4 for me, please.

5 A. Again?

6 Q. Yes.

7 MR. SIMONS: Objection. Asked and
8 answered.

9 THE WITNESS: The controversy, to the best
10 of my nonlegal understanding, is about my rights in
11 the Eldorado Hills project, in the underlying asset,
12 and in the process in which they have deprived me of
13 or attempted to deprive me of my rights based on my
14 1.5 million historical investment.

15 BY MR. LIONEL:

16 Q. And what documentation do you have with
17 respect to your rights for the \$1.5 million?

18 MR. SIMONS: Now this one literally has
19 been asked ten times.

20 MR. LIONEL: I am entitled to this
21 question.

22 MR. SIMONS: Asked and answered. Come on.
23 You're asking the same thing.

24 BY MR. LIONEL:

25 Q. I want an answer.

1 MR. SIMONS: We all know it.

2 THE WITNESS: Any paper that is mentioned
3 here or any other form that my lawyers have managed
4 to find in respect to this whole investment and
5 procedures that have given them the conclusion that
6 there is a controversy here, and that I have rights.

7 BY MR. LIONEL:

8 Q. But you can't point me to any documents?

9 MR. SIMONS: He already has. He told you.

10 BY MR. LIONEL:

11 Q. Which documents?

12 MR. SIMONS: Asked and answered.

13 MR. LIONEL: You tell me the answer.

14 Which documents?

15 MR. SIMONS: When we went over the
16 agreements. He said Exhibit 2. He told you that
17 earlier. You went through this earlier today. He
18 says, look, my interest is right there. It's called
19 out for. I mean --

20 BY MR. LIONEL:

21 Q. Do you hear your lawyer's answer? Do you
22 agree with that?

23 A. Yes.

24 Q. That's document -- it's number 2. How
25 about the others?

1 A. May be there, too. I don't know.

2 Q. But you do know about 2?

3 A. Two is the one paper that I remember more
4 vividly, yes.

5 Q. You remember it from originally when you
6 got it?

7 A. From seeing it in the past. Whether it
8 was in the recent past or far past, I do not recall.

9 Q. Or in 2008?

10 A. I don't remember whether it was just after
11 or at some point later on.

12 Q. Sure. And as I read this, you want the
13 court to look at the documents and say what your
14 rights are?

15 A. Yeah.

16 Q. You think the court's going to do that?

17 A. I think that we will wait and see.

18 Q. You're going to give them the documents
19 and say, Judge, tell me what my rights are?

20 A. They will probably call me, call you, call
21 your friends, have my legal counsel ask them a couple
22 of questions. Maybe I'll even have the pleasure of
23 having some more hours viewing this beautiful lady.

24 MR. SIMONS: Make sure you get that on the
25 record is what she's saying.

1 BY MR. LIONEL:

2 Q. Let's look at the 9th claim, or I should
3 proceed it by saying, moving right along. 137, "The
4 terms of the various contracts are clear, definite
5 and certain."

6 Is that you or your lawyer?

7 MR. SIMONS: That's me.

8 BY MR. LIONEL:

9 Q. Do you understand what specific
10 performance is?

11 A. Absolutely not.

12 Q. I'm sure you have this in Israel. A and B
13 enter into a contract. One owns the land, and the
14 contract says you're going to sell it for so much
15 money, and he won't come up with it, and one sues the
16 other to get the land or get the money. You have
17 that don't you in Israel?

18 A. We do.

19 Q. What do you call it?

20 A. Contract.

21 Q. Contract. Okay.

22 A. Agreement.

23 Q. This is a contract, right, that we're
24 talking about here in the 9th claim?

25 MR. SIMONS: Objection to the extent it

1 asks for a legal conclusion. He doesn't know what
2 this claim is.

3 THE WITNESS: I don't know.

4 BY MR. LIONEL:

5 Q. You don't know.

6 It says, "Nanyah's entitled to specific
7 performance of the purchase agreement."

8 Are you entitled to -- do you know what
9 that means?

10 A. If that's what it says, it's probably
11 right, and I have full confidence in my legal counsel
12 that he knows what to write.

13 Q. In your lawyer.

14 And it says that, "These agreements vest
15 you with a membership interest in Eldorado."

16 What do these documents have to do with
17 your membership?

18 A. I don't know.

19 Q. You don't know.

20 MR. LIONEL: That's it.

21 (Whereupon, the deposition was concluded at
22 3:17 p.m. this date.)

23 * * * * *

24

25

EXHIBIT

4

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

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B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

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a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

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c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

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sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

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(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

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(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

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THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

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(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as **Exhibit "I"** and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

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

der (the "Closing") shall be

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

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legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If

Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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TELO LLC
MEMBERSHIP INTEREST PURCHASE AGREEMENT
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g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogisch Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

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shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

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

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

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

of the courts of the State of Nevada in the event any action is brought for 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 be entitled to.

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

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

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

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

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

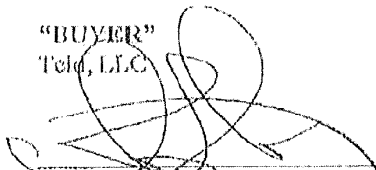
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TWO LLC
30 Oct 2008
18 of 27
any my name

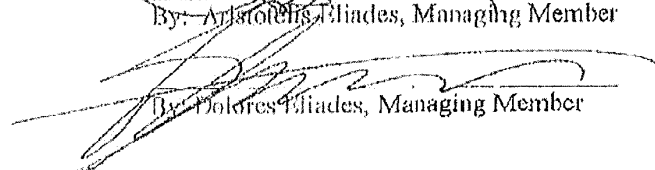
with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

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

"BUYER"
Teld, LLC

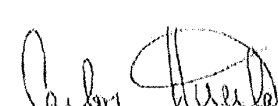
By:  Aristoteles Eliades, Managing Member


By: Dolores Eliades, Managing Member



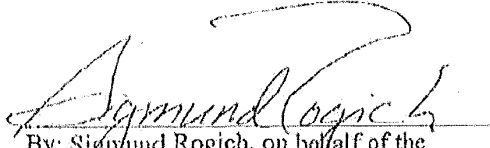
Peter Eliades, as an individual

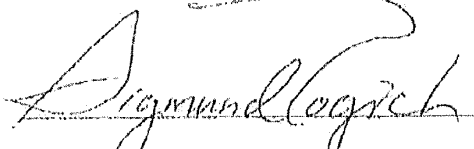
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

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1800 W
Washington Ave
Oct 2008
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EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

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TEAD LLC
Member
30 OCT 2008
21 of 27
Purchase Agreement 1.1.doc

EXHIBIT "C"
Subscription Agreement

[See Attached]

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Handwritten notes and signature:
TOTO LLC
Approved member
30 Oct 2007
22 Oct 07
[Signature]

EXHIBIT "D"

**QUALIFICATION OF REPRESENTATIONS
OF SELLER**

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

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

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J.R. OJ
TED LLC
managing member
30 OCT 2008
23 of 27

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

1. Articles of Organization
2. Operating Agreement
3. Certain financial information concerning the Company (to be specified or attached)
4. Certain real property descriptive information

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T210 LLC
Warranty Period
30 Oct 2008
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EXHIBIT "T"

Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Amended and Restated Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30 day of October, 2008.

"BUYER"

Teld, LLC

By: Aristotelis Eliades, Managing Member

By: Dolores Eliades, Managing Member

30 Oct. 2008

"SELLER"

Rogich Family Irrevocable Trust

By: Sigmund Rogich, Trustee

TELO LLC
Managing Member
30 Oct 2008
23 Oct 07

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S.R.

to

TERO LLC
Imaging Division
30 Oct 2007
Pg. of 27

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

of

ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: **Teld, LLC**
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Teld, LLC ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.

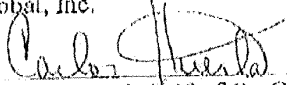
Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 20th day of October, 2008.

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

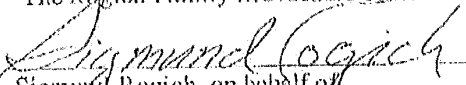
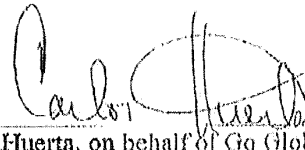

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

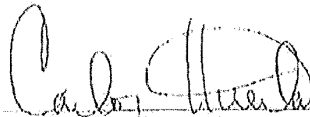
EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

S.R.
TWO LLC
MANAGING MEMBER
20 OCT 2008
1 of 2
Purchase Agreement11.doc

EXHIBIT "T"
Amended and Restated Operating Agreement

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TED LLC
Managing Member
30 Oct 2008
2 of 2

EXHIBIT

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 7th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert ~~Fl~~^{Fl} Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert ~~Fl~~^{Fl} Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth,

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

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

1. Sale and Transfer of 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 (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Buyer -- one-third (1/3rd).
- b. Teld -- one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) -- collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

- a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

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under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("ACT") OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

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

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Albert agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Albert individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

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defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carolos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

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i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Albert E. Flangas Revocable Living Trust w/a/d July 22, 2005
c/o Albert E. Flangas
7385 Laredo
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

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

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

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for 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 be entitled to.

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

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f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

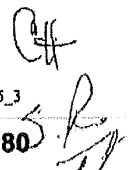
g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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

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

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

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



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

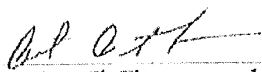
m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction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

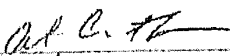
n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

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

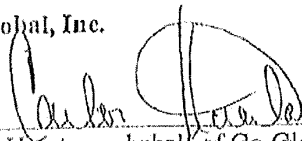
"BUYER"

Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005


By: Albert ~~A.~~ Flangas, on behalf of the
Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005

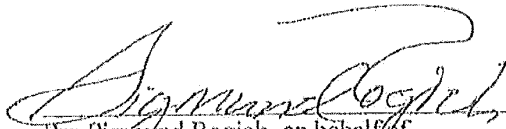

Albert ~~A.~~ Flangas, as an individual

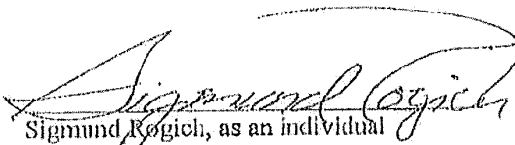
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual

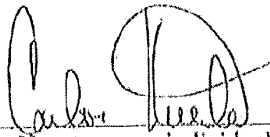

Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

11/19/08

EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

slent

*C.H.
S.H.*

EXHIBIT "C"
Subscription Agreement

[See Attached]

W/late

C#
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EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS
OF SELLER

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

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

EXHIBIT "E"

Dillgence Information

[Need to list all information provided to Buyer]

1. **Articles of Organization**
2. **Operating Agreement**
3. **Certain financial information concerning the Company [to be specified or attached]**
4. **Certain real property descriptive information**

EXHIBIT "F"

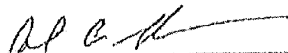
Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30th day of October, 2008.

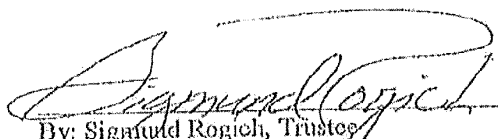
"BUYER"

Albert ~~A~~ Flangas Revocable Living Trust
u/a/d July 22, 2005


By: Albert ~~A~~ Flangas, on behalf of the
Albert ~~A~~ Flangas Revocable Living Trust
u/a/d July 22, 2005

"SELLER"

Rogich Family Irrevocable Trust


By: Sigmond Rogich, Trustee

CH

EXHIBIT "G"

MEMBERSHIP CERTIFICATE
of
ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

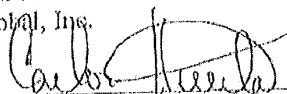
KNOW ALL MEN BY THESE PRESENTS: That Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.

Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 20th day of October, 2008.

"MANAGER & MEMBER"
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"
The Rogich Family Irrevocable Trust

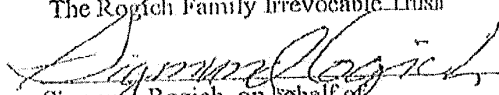
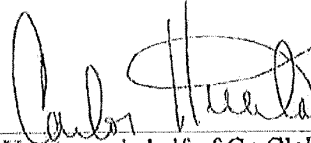

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

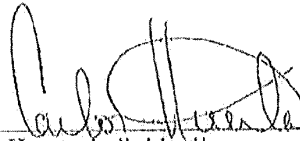
EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

EXHIBIT "I"
Amended and Restated Operating Agreement


17538-10/340825_3

RT0090

RT0091

JA_001186

EXHIBIT

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ELIADIS FAMILY PURCHASE

#1

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October _____, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Plangas Revocable Living Trust w/a/d July 22, 2005 (the "Plangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"-"D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Plangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

B. The Rogich Trust will retain a one-third (1/3rd) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Teld, LLC
witnessed by
Oct 13, 2008
#10098

JA_001188

Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a Member, a Manager or a Person designated by a Member as a Covered Person.

Interest. "Interest" means the entire ownership interest of the Members in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided under the Act and this Agreement.

Manager. "Manager" means any Person designated or appointed in the Articles or thereafter elected by the Members pursuant to this Agreement to be the Company's manager, as that term is defined in NRS Section 86.071.

Members. "Members" mean the members of the Company as set forth in the first paragraph of this Agreement.

NRS. "NRS" means the Nevada Revised Statutes.

Person. "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

Records Office. "Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

Handwritten:
See me
Monday
20 Oct 2008
at 12:13

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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

Handwritten: RT0100
S.K.
20 Oct 2004
304 123

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

ARTICLE IV
PROFITS AND LOSSES; INDEMNIFICATION

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third (1/3rd) to each of the Rogleh Trust, the Flangas Trust and Teld).

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

(b) To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogisch Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

take all available actions

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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage Interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

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6.4 Transfer of Interest. The Interest is personal property, and such Interest may be transferred or assigned, in whole or in part, and may not be transferred except on approval of the Members. Transfers in violation of this provision shall be null and void. Notwithstanding the above, the Rogich Trust may use a portion or all of its interests to satisfy claims of those entities listed on Exhibit "D" to the Purchase Agreements.

6.5 Other Ventures. The Members may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and neither the Company nor the Members shall have any right in or to any independent venture or activity or the income or profits therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Flangas Trust and Teld, provided that each of said three (3) Members may substitute another designated party to serve in lieu of said Member as a Manager in place of such Member.

7.2 Removal, Resignation and Vacancies. No Manager may be removed without the unanimous written consent of the Members. Any Manager may resign at any time by giving written notice to the remaining Managers or, if no remaining Manager, to the Members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company; make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company; and take all actions and perform all duties and powers it deems necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

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(d) borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered in the name of the Company, or to authorize any individual Manager, officer or other Person to execute and deliver in the name of the Company, promissory notes, bonds, debentures, deeds of trust, pledges, hypothecations or other evidence of debt and security interests;

(e) invest any funds of the Company in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(f) change the principal office and Records Office of the Company to other locations within Nevada and establish from time to time one or more subsidiary offices of the Company;

(g) attend, act and vote, or designate any individual Manager, officer or other Person to attend, act and vote, at any meetings of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof, and to exercise for the Company any and all rights and powers incident to such ownership; and

(h) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.5 Limitations on Authority of the Managers. Except where specifically requiring the approval of all managers, the actions of a majority of the Managers taken in such capacity and in accordance with this Agreement shall bind the Company. The Manager(s) may authorize, in a resolution or other writing, one or more Persons, or one or more officers or employees of the Company, in the name and on behalf of the Company and in lieu of or in addition to the Manager(s), contract debts or incur liabilities and sign contracts or agreements (including, without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company).

7.6 Meetings of the Managers. Meetings of the Managers shall governed by the following provisions:

(a) Place of Meetings. The meetings of the Managers shall be held at the Records Office, unless the Manager noticing the meeting designates another convenient location in the notice of the meeting.

(b) Notice. Meetings of the Managers for any purpose may be called at any time by any Manager. Written notice of the meeting shall be personally delivered to each Manager by hand to such Manager's last known address as it is shown on the records of the Company, or personally communicated to each Manager by a Manager or officer of the Company by telephone, telegraph or facsimile transmission, at least forty-eight (48) hours prior to the meeting. All meeting notices shall specify the place, date and time of the meeting, as well as the purpose or purposes for which the meeting is called.

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(c) Waiver of Notice. The transactions carried out at any meeting of the Managers, however called and noticed or wherever held, shall be as valid as though had at a meeting regularly called and noticed if (a) all of the Managers are present at the meeting, or (b) a majority of the Managers is present and if, either before or after the meeting, each of the Managers not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of the meeting, provided that no Manager attending such a meeting without notice protests prior to the meeting or at its commencement that notice was not given to such Manager.

(d) Action of Managers. Except as otherwise provided in this Agreement or by the NRS, the action of a majority of the Managers is valid. A meeting at which a majority of the Managers is initially present may continue to transact business, notwithstanding the withdrawal from the meeting of any Manager, if any action taken is approved by a majority of the Managers.

(e) Action By Written Consent. Any action which may be taken at a meeting of Managers may be taken by the Managers without a meeting if authorized by the written consent of all, but not less than all, of the Managers. Whenever action is taken by written consent, a meeting of the Managers need not be called or notice given. The written consent may be executed in one or more counterparts and by facsimile, and each such consent so executed shall be deemed an original. All written consents shall be filed with the other records of the Company.

(f) Telephonic Meetings. Managers may participate in a meeting of the Managers by means of a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.6(f) constitutes presence in person at the meeting.

7.7 Election of Officers. The Manager(s) may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager(s) may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager(s) or until their earlier removal or resignation. Any officer appointed by the Manager(s) may be removed at any time by the Manager(s) and any vacancy in any office shall be filled by the Manager(s).

7.8 Compensation of Manager and Officers. The Company shall not pay to the Managers any salary or other benefits other than such insurance and/or indemnification as may be determined by all of the Members.

7.9 Devotion of Time. No Manager shall be required to devote any specified amount of time to the Company's activities.

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ARTICLE VIII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Members.

8.2 Resignation. Subject to Section 6.4 and applicable law, the Members may not resign from the Company before the dissolution and winding up of the Company.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 8.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Members shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Members, or the Members may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any loans from the Members;
 - (iii) to the setting up of any reserves which the Members shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members pro rata in the manner set forth above in Section 4.1 with respect to the distribution of profits and losses.

ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION

9.1 Exculpation.

- (a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably

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believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Members or an authorized officer, employee or agent of the Company, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of the Covered Person's intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Members for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Members that indemnification of the Covered Person is proper in the circumstances.

9.5 Advance Payment of Expenses. The expenses of the Members or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members or any Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members or the Manager(s) is or are not entitled to be indemnified by the Company. The provisions of this subsection do not affect any rights to advancement of expenses to which personnel of the Company other than the Members or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

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**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax any notice that may be faxed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile, when the facsimile is transmitted and confirmation of complete receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificates. The Company may, but is not required to, issue a certificate to the Members to evidence the Interest. If issued, the Members, any Manager or authorized officer of the Company may sign such certificate on behalf of the Company. The Members or Manager may also deem the Interest a "security" under Section 104.8102(1)(o) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, and the Membership Interest Purchase Agreement including any schedules or exhibits hereto or thereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by at least 90% of the Members.

10.6 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

[Handwritten signature]
TODD LEE
Managing Member
25 Oct 2011
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10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, 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 Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

10.8 Counterparts and Facsimile Copies. Facsimile copies of this Agreement or any approval or written consent of the Members or any Manager(s) and facsimile signatures hereon or thereon shall have the same force and effect as originals.

10.9 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

10.10 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.

10.11 No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

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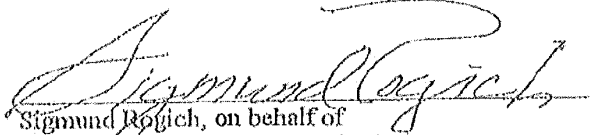
ARTICLE XI
SUPERSEDING PROVISIONS

11. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" to the Purchase Agreements, this Agreement shall be null and void, and all moneys paid by Teld and the Flangas Trust shall be returned to those parties.


IN WITNESS WHEREOF, each Member has executed this Agreement as of the Effective Date.

"MEMBERS"

The Rogich Family Irrevocable Trust



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

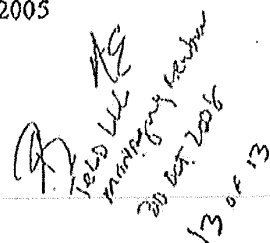
Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 300 & 2008

Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005


Albert B. Flangas, on behalf of the
Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005


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Teld LLC
Managing Member
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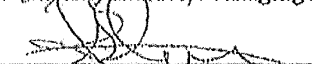
10. Rights and Remedies Cumulative. All rights and remedies provided to Lender or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

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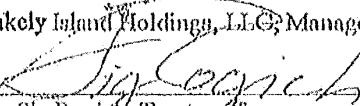
Upshot Entertainment, LLC

Golden Hills LLC, Manager


By: Anthony Elades, Managing Member

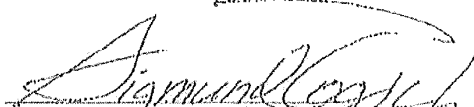

By: Aristotelis Elades, Managing Member

Blakely Island Holdings, LLC, Manager


By: Sig Rogich, Trustee of
The Rogich Family Trust, Manager of
Blakely Island Holdings, LLC

HOLDER:

Blakely Island Holdings, LLC


By: Sigmund A. Rogich, Trustee of
The Rogich Family Trust, Manager

EXHIBIT

7

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

6. Miscellaneous.

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

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

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

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

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

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

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

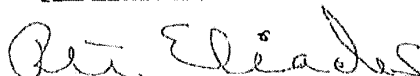
"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, as Trustee

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


By: Peter Eliades, Its Trustee

EXHIBIT

8

DISC

Mark G. Simons, Esq. (SBN 5132)
Therese M. Shanks, Esq. (SBN 12890)
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and tshanks@rssblaw.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 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,

**NANYAH VEGAS, LLC'S
SECOND AMENDED ANSWERS
TO DEFENDANTS' FIRST SET
OF INTERROGATORIES**

Defendants.

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

1 since inception.

2 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never
3 informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution. It
4 was not until December, 2012, that Nanyah discovered that Rogich Trust purported to
5 no longer own any interest in Eldorado and that Rogich Trust's interest in Eldorado had
6 been transferred to Teld and/or the Eliades Trust. Nanyah is informed and believes that
7 Rogich Trust repaid Antonio its investment in Eldorado and formally recognized Ray's
8 and Eddyline's membership interests in Eldorado.

9
10 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
11 learns that the answer is in some material respect incomplete or incorrect.

12
13 **INTERROGATORY NO. 26:**

14 12. Paragraph 121 of the Complaint alleges that defendants "acting in concert,
15 intended to accomplish an unlawful objective in deceiving and depriving Nanyah from its
16 expectations and financial benefits in being a member of Eldorado." Which defendants
17 acted in concert? What did each do and when did they do it?

18
19 **ANSWER TO INTERROGATORY NO. 26:**

20 Objection. Nanyah objects on the basis that this interrogatory calls for an
21 improper legal conclusion and also calls for the disclosure of the mental impressions,
22 conclusions, opinions, or legal theories of Nanyah's attorneys. In this interrogatory,
23 Nanyah is being asked to interpret and construe contracts, which is an issue for the
24 Court as a matter of law. Nanyah also objects to this interrogatory on the grounds that it
25 calls for information protected by the attorney-client privilege and the attorney work
26 product doctrine. Nanyah also objects to this interrogatory as being compound. Finally,
27 Nanyah objects to this interrogatory as being unduly burdensome because it is
28 repetitive of all prior interrogatories.

1 Without waiving these objections, Nanyah answers as follows:

2 As a preliminary matter, Nanyah asserts that each of the Defendants acted in
3 coordination and cooperation to injure Nanyah by depriving it of its full membership
4 interest in Eldorado. Indeed, at this stage of discovery, it is difficult to ascertain all of
5 the specific instances each of the Defendants acted to injure Nanyah, since each of the
6 Defendants conspired to steal from and defraud Nanyah. However, the facts and
7 circumstances regarding the conspiracy between and among each of the Defendants, to
8 the extent known at this time, are set forth below:

9
10 **Sigmund Rogich**

11 Sigmund Rogich is and was the Trustee of the Rogich Trust at all times relevant
12 to this lawsuit. He is also, individually, a party to the Membership Agreements. By
13 virtue of these two roles, Rogich knew that the Rogich Trust's interest in Eldorado was
14 subject to Nanyah's rights and claims.

15 On or about October 30, 2008, Go Global and Rogich Trust entered into the
16 Purchase Agreement, in which the Rogich Trust committed and agreed to be fully
17 responsible for the repayment of Nanyah's investment in Eldorado.

18 Contemporaneously, Rogich, both individually and as trustee of the Rogich Trust,
19 entered into the Membership Agreements with Teld and Flangas. The Membership
20 Agreements specifically reference Nanyah's rights and interests in Eldorado. Under the
21 Membership Agreements, the Rogich Trust sold Teld and Flangag each 1/6th interest in
22 Eldorado. In addition, Teld and Flangas each entered into a subscription agreement in
23 which each acquired another 1/6th interest in Eldorado. The subscription agreement is
24 Exhibit C to the Membership Agreement.

25
26
27
28 Nowhere in the Membership Agreement does Rogich represent to Go Global that
as part of these transactions, Flangas would buy its interest and then concurrently resell

1 this interest back to Teld with a portion going to the Rogich Trust. Nowhere in the
2 Membership Agreement does Rogich represent to Go Global that as part of the these
3 transactions, Teld was reselling its 6.67% of interest acquired from Flangas back to
4 Rogich Trust and/or allegedly "loaning" Rogich Trust \$600,000 to acquire this interest.
5

6 The Rogich Trust specifically affirmed the following representations in the
7 Membership Agreements: (a) that Rogich Trust's interest in Eldorado was subject to the
8 rights of Nanyah; and (b) the amounts owed to Nanyah were accurately reflected on
9 Exhibit D to the Membership Agreements.
10

11 Exhibit D to the Membership Agreement states: "Seller [Rogich Trust] confirms
12 that certain amounts have been advanced on behalf of the Company [Eldorado] by
13 certain third-parties, as referenced in Section 8 of the Agreement. Seller [Rogich Trust]
14 shall endeavor to convert the amounts advanced into non-interest bearing promissory
15 notes for which Seller [Rogich Trust] will be responsible." Exhibit D also detailed
16 Nanyah's financial investments into Eldorado.
17

18 Section 8 of the Membership Agreement states: "Seller [Rogich Trust] shall
19 defend, indemnify and hold Buyer harmless from any and all claims of . . . Nanyah . . .
20 whom invested or otherwise advanced the funds, plus certain accrued interest."
21

22 Sometime during the latter part of 2008 and/or contemporaneously with the
23 execution of the Purchase Agreement and Membership Agreements, Nanyah is
24 informed and believes that Flangas, Rogich Trust, Rogich, Teld, and Pete Eliades
25 agreed that Flangas would cease being a member in Eldorado and would sell its 33
26 1/3rd interest in Eldorado to Teld and the Rogich Trust. Eliades purportedly loaned the
27 Rogich Trust \$600,000 to purchase 6.67% of Flangas' interest in Eldorado. Nanyah is
28 informed and believes that Flangas transferred its remaining interest to Teld.

Accordingly, as of approximately the end of 2008, Rogich Trust held a 40% membership

1 interest in Eldorado that was subject to Nanyah's rights and claims. Nanyah was never
2 informed by Rogich of the foregoing transaction between the Rogich Trust, Teld and
3 Flangas.

4 Based upon information and belief, on about August or September of 2012, Teld
5 and Rogich Trust entered into a new agreement whereby Rogich Trust agreed to forfeit
6 its 40% membership interest in Eldorado allegedly in exchange for the sum of \$682,000
7 to the Eliades Trust (the "Eliades Trust Acquisition").

8 Pursuant to the Eliades Trust Acquisition, Rogich Trust represented that it had
9 the authority to transfer the 40% membership interest in Eldorado to the Eliades Trust
10 without the consent or approval of any other person or entity. Rogich Trust's
11 representations were false in that Rogich Trust and the Eliades Trust both knew that
12 Rogich Trust's membership interest was subject to the rights and claims of Nanyah.

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

16 Rogich Trust has asserted that the \$682,000 amount for which it transferred its
17 40% interest in Eldorado to the Eliades Trust was for the purpose of repaying the
18 original \$600,000 that the Rogich Trust allegedly borrowed to acquire 6.67% interest of
19 Flangas' ownership interest from Teld, plus \$83,000 in interest. Nanyah has since
20 discovered that the purported repayment of \$683,000 to Eliades was a sham
21 transaction perpetrated to assist Rogich Trust and Teld from repaying the debt owed to
22 Nanyah and to assist in transferring Rogich Trust's membership interest to Teld's
23 affiliated entity the Eliades Trust.

24 As part of the Eliades Trust Acquisition, a Unanimous Written Consent of the
25 Managers of Eldorado Hills, LLC was entered into by and between Rogich Trust and
26
27
28

1 Teld (hereinafter the "Eldorado Resolution"). The Eldorado Resolution identifies that
2 Rogich Trust is transferring its 40% interest in Eldorado to the Eliadas Trust subject to
3 the claims of Ray and Eddyline. The Eldorado Resolution intentionally omits Rogich
4 Trust's obligations to Nanyah again demonstrating such transaction was perpetrated for
5 the purpose of avoiding Nanyah's membership interest in Eldorado.
6

7 Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
8 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
9 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
10 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado. Nanyah has
11 since been informed that as part of the Eliades Trust Acquisition, Rogich Trust also
12 received an additional interest in Imitations, LLC ("Imitations") from the Eliades Trust,
13 which Nanyah believes such interest is valued at over \$2,500,000. Of note, further
14 demonstrating the scheme to harm Nanyah, Imitations, LLC was established by Peter
15 Eliades as a Nevada limited liability company, but has been solely controlled by Rogich
16 or one of his entities since inception.
17
18

19 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never
20 informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution. It
21 was not until December, 2012, that Nanyah discovered that Rogich Trust purported to
22 no longer own any interest in Eldorado and that Rogich Trust's interest in Eldorado had
23 been transferred to Teld and/or the Eliades Trust.
24

25 **Teld**

26 Contemporaneously with the execution of the Purchase Agreement, on or about
27 October 30, 2008, Rogich Trust entered into the Teld Agreement. The Membership
28 Agreements specifically reference the interests of Nanyah in Eldorado. Pursuant to the
terms of the Membership agreements, Rogich Trust was selling to Teld and to Flangas

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

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

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

18 Accordingly, upon the disclosed information contained in the Purchase
19 Agreement and Membership Agreements, Rogich Trust was acquiring Go Global's
20 membership interest (which interest was subject to a right of a membership interest
21 and/or repayment of debt for Nanyah, Antonio, Ray and Eddyline) and Rogich Trust was
22 contemporaneously reselling this encumbered membership interest to Teld and Flangas
23 and Eldorado was issuing new 1/6th membership interests to Teld and Flangas.
24

25 Therefore, based upon the terms of the Membership Agreements, upon the close
26 of the transactions, the ownership of Eldorado was documented as follows:

- 27 a. Rogich Trust 1/3rd;
28 b. Teld 1/3rd; and
c. Flangas 1/3rd.

1 Further, Rogich Trust's 1/3rd interest was specifically subject to the rights of all the
2 investors for whom Rogich Trust had already assumed responsibility to repay, i.e.,
3 Nanyah.

4 Rogich Trust specifically affirmed the following representations in the
5 Membership Agreements:
6

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

11 Exhibit D to the Membership Agreements then states in concise detail the
12 following: "Seller [Rogich Trust] confirms that certain amounts have been advanced to
13 or on behalf of the Company [Eldorado] by certain third-parties, as referenced in Section
14 8 of the Agreement. Seller [Rogich Trust] shall endeavor to convert the amounts
15 advanced into non-interest bearing promissory notes for which Seller [Rogich Trust] will
16 be responsible." Exhibit D to the Membership Agreements also detailed Nanyah's,
17 Antonio's, Ray's and Eddyline's financial investments into Eldorado.
18

19 Section 8 of the Membership Agreement, which was specifically referenced in
20 Exhibit D, also states the following with regard to Rogich Trust's obligations to Nanyah
21 and the other investors as follows: "Seller [Rogich Trust] shall defend, indemnify and
22 hold Buyer harmless from any and all the claims of Eddyline . . . Ray . . . Nanyah . . .
23 and Antonio, each of whom invested or otherwise advanced the funds, plus certain
24 possible claimed accrued interest."
25

26 Rogich Trust, Teld and Flangas all agreed that the Amended and Restated
27 Operating Agreement for Eldorado became enforceable and effective upon the closing
28 of the transactions. Conclusively demonstrating that Rogich Trust's membership

1 interest was subject to Nanyah's and the other investor's interests, the Amended and
2 Restated Operating Agreement specifically called out that Rogich Trust's membership
3 interest in Eldorado was "subject to certain possible dilution or other indemnification
4 responsibilities assumed by the Rogich Trust in the Purchase Agreements."
5

6 Sometime during the latter part of 2008 and/or contemporaneously with the
7 execution of the Purchase Agreements and Membership Agreements, Nanyah is
8 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete
9 Eliades agreed that Flangas would cease being a member in Eldorado and would sell
10 its 33 1/3rd interest in Eldorado to Teld and to the Rogich Trust.
11

12 In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000 for
13 Rogich Trust to acquire 6.67% interest in Eldorado from Flangas. As part of the
14 foregoing transaction, Nanyah is informed and believes that Flangas transferred its
15 remaining interest in Eldorado to Teld. Accordingly, as of approximately the end of
16 2008, Rogich Trust held a 40% membership interest in Eldorado and this membership
17 interest was subject to Nanyah's membership interest claim and/or repayment of
18 Nanyah's investment. Nanyah was never informed of the foregoing transactions
19 between Rogich Trust, Teld and Flangas.
20

21 Based upon information and belief, on about August or September of 2012, Teld
22 and Rogich Trust entered into the Eliades Trust Acquisition whereby Rogich Trust
23 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the
24 sum of \$682,000 to the Eliades Trust. Nanyah is informed and believes that Teld is a
25 beneficiary of the Eliades Trust.
26

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

1 Rogich Trust has asserted that the \$682,000 amount for which it transferred its
2 40% interest in Eldorado to the Eliades Trust was for the purpose of repaying the
3 original \$600,000 that the Rogich Trust allegedly borrowed to acquire 6.67% interest of
4 Flangas' ownership interest from Teld, plus \$83,000 in interest. Nanyah has since
5 discovered that the purported repayment of \$683,000 to Eliades was a sham
6 transaction perpetrated to assist Rogich Trust and Teld from repaying the debt owed to
7 Nanyah and to assist in transferring Rogich Trust's membership interest to Teld's
8 affiliated entity the Eliades Trust.
9

10 As part of the Eliades Trust Acquisition, the Eldorado Resolution was entered
11 into by and between Rogich Trust and Teld. The Eldorado Resolution identifies that
12 Rogich Trust is transferring its 40% interest in Eldorado to the Eliades Trust subject to
13 the claims of Ray and Eddyline. The Eldorado Resolution intentionally omits Rogich
14 Trust's obligations to Nanyah again demonstrating such transaction was perpetrated for
15 the purpose of avoiding Nanyah's membership interest in Eldorado.
16

17 Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
18 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
19 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
20 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado. Nanyah has
21 since been informed that as part of the Eliades Trust Acquisition, Rogich Trust also
22 received an additional interest in Imitations from the Eliades Trust, which Nanyah
23 believes such interest is valued at over \$2,500,000. Of note, further demonstrating the
24 scheme to harm Nanyah, Imitations, LLC was established by Peter Eliades as a Nevada
25 limited liability company, but has been solely controlled by Rogich or one of his entities
26 since inception.
27
28

Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never

1 informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution. It
2 was not until December, 2012, that Nanyah discovered that Rogich Trust purported to
3 no longer own any interest in Eldorado and that Rogich Trust's interest in Eldorado had
4 been transferred to Teld and/or the Eliades Trust. Nanyah is informed and believes that
5 Rogich Trust repaid Antonio its investment in Eldorado and formally recognized Ray's
6 and Eddyline's membership interests in Eldorado.
7

8 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
9 learns that the answer is in some material respect incomplete or incorrect.
10

11 **Peter Eliadas**

12 Peter Eliades is the Trustee of the Eliades Trust, and a member of Teld. He is
13 also individually a party to the Teld Membership Agreement.

14 The Membership Agreements specifically reference the interests of Nanyah, in
15 Eldorado. Pursuant to the terms of the Membership agreements, Rogich Trust was
16 selling to Teld and to Flangas each 1/6th interest in Eldorado. Nowhere in the Purchase
17 Agreement or Membership Agreements does Rogich Trust, Sigmund Rogich, Teld or
18 Peter Eliades represent to Go Global that as part of these transactions Flangas was
19 buying Go Global's interest then concurrently reselling this interest back to Teld with a
20 portion going to Rogich Trust.
21

22 Nowhere in the Purchase Agreement or Membership Agreements does Rogich
23 Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as part of
24 these transactions Teld is reselling 6.67% of its interest acquired from Flangas back to
25 Rogich Trust and/or allegedly "loaning" Rogich Trust \$600,000 to acquire Go Global's
26 interest via transfer to Flangas, then by transfer to Teld, then by ultimate transfer to the
27 Rogich Trust.
28

Accordingly, upon the disclosed information contained in the Purchase

1 Agreement and Membership Agreements, Rogich Trust was acquiring Go Global's
2 membership interest (which interest was subject to a right of a membership interest
3 and/or repayment of debt for Nanyah, Antonio, Ray and Eddyline) and Rogich Trust was
4 contemporaneously reselling this encumbered membership interest to Teld and Flangas
5 and Eldorado was issuing new 1/6th membership interests to Teld and Flangas.
6

7 Therefore, based upon the terms of the Membership Agreements, upon the close
8 of the transactions, the ownership of Eldorado was documented as follows:

- 9 a. Rogich Trust 1/3rd;
10 b. Teld 1/3rd; and
11 c. Flangas 1/3rd.
12

13 Further, Rogich Trust's 1/3rd interest was specifically subject to the rights of all the
14 investors for whom Rogich Trust had already assumed responsibility to repay, i.e.,
15 Nanyah, Antonio, Ray and Eddyline.

16 Rogich Trust specifically affirmed the following representations in the
17 Membership Agreements:
18

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

23 Exhibit D to the Membership Agreements then states in concise detail the
24 following: "Seller [Rogich Trust] confirms that certain amounts have been advanced to
25 or on behalf of the Company [Eldorado] by certain third-parties, as referenced in Section
26 8 of the Agreement. Seller [Rogich Trust] shall endeavor to convert the amounts
27 advanced into non-interest bearing promissory notes for which Seller [Rogich Trust] will
28 be responsible." Exhibit D to the Membership Agreements also detailed Nanyah's,

1 Antonio's, Ray's and Eddyline's financial investments into Eldorado.

2 Section 8 of the Membership Agreement, which was specifically referenced in
3 Exhibit D, also states the following with regard to Rogich Trust's obligations to Nanyah
4 and the other investors as follows: "Seller [Rogich Trust] shall defend, indemnify and
5 hold Buyer harmless from any and all the claims of Eddyline . . . Ray . . . Nanyah . . .
6 and Antonio, each of whom invested or otherwise advanced the funds, plus certain
7 possible claimed accrued interest."
8

9 Rogich Trust, Teld and Flangas all agreed that the Amended and Restated
10 Operating Agreement for Eldorado became enforceable and effective upon the closing
11 of the transactions. Conclusively demonstrating that Rogich Trust's membership
12 interest was subject to Nanyah's and the other investor's interests, the Amended and
13 Restated Operating Agreement specifically called out that Rogich Trust's membership
14 interest in Eldorado was "subject to certain possible dilution or other indemnification
15 responsibilities assumed by the Rogich Trust in the Purchase Agreements."
16

17 Sometime during the latter part of 2008 and/or contemporaneously with the
18 execution of the Purchase Agreements and Membership Agreements, Nanyah is
19 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete
20 Eliades agreed that Flangas would cease being a member in Eldorado and would sell
21 its 33 1/3rd interest in Eldorado to Teld and to the Rogich Trust.
22

23 In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000 for
24 Rogich Trust to acquire 6.67% interest in Eldorado from Flangas. Of note, this
25 transaction evidenced that 1% of Eldorado was equivalent to approximately \$100,000.
26 As part of the foregoing transaction, Nanyah is informed and believes that Flangas
27 transferred its remaining interest in Eldorado to Teld. Accordingly, as of approximately
28 the end of 2008, Rogich Trust held a 40% membership interest in Eldorado and this

1 membership interest was subject to Nanyah's membership interest claim and/or
2 repayment of Nanyah's investment. Nanyah was never informed of the foregoing
3 transactions between Rogich Trust, Teld and Flangas.

4 Based upon information and belief, on about August or September of 2012, Teld
5 and Rogich Trust entered into the Eliades Trust Acquisition whereby Rogich Trust
6 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the
7 sum of \$682,000 to the Eliades Trust. Nanyah is informed and believes that Pete
8 Eliades is the grantor, settlor, Trustee and/or beneficiary of the Eliades Trust.

9 Pursuant to the Eliades Trust Acquisition, Rogich Trust represented that it had
10 the authority to transfer the 40% membership interest in Eldorado to the Eliades Trust
11 without the consent or approval of any other person or entity. Rogich Trust's
12 representations were false in that Rogich Trust and the Eliades Trust both knew that
13 Rogich Trust's membership interest was subject to the rights and claims of Nanyah.

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

17 Rogich Trust has asserted that the \$682,000 amount for which it transferred its
18 40% interest in Eldorado to the Eliades Trust was for the purpose of repaying the
19 original \$600,000 that the Rogich Trust allegedly borrowed to acquire 6.67% interest of
20 Flangas' ownership interest from Teld, plus \$83,000 in interest. Nanyah has since
21 discovered that the purported repayment of \$683,000 to Eliades was a sham
22 transaction perpetrated to assist Rogich Trust and Teld from repaying the debt owed to
23 Nanyah and to assist in transferring Rogich Trust's membership interest to Teld's
24 affiliated entity the Eliades Trust.

25 As part of the Eliades Trust Acquisition, the Eldorado was entered into by and

1 between Rogich Trust and Teld. The Eldorado Resolution identifies that Rogich Trust is
2 transferring its 40% interest in Eldorado to the Eliadas Trust subject to the claims of Ray
3 and Eddyline. The Eldorado Resolution intentionally omits Rogich Trust's obligations to
4 Nanyah again demonstrating such transaction was perpetrated for the purpose of
5 avoiding Nanyah's membership interest in Eldorado.
6

7 Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
8 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
9 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
10 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado. Nanyah has
11 since been informed that as part of the Eliades Trust Acquisition, Rogich Trust also
12 received an additional interest in Imitations from the Eliades Trust, which Nanyah
13 believes such interest is valued at over \$2,500,000. Of note, further demonstrating the
14 scheme to harm Nanyah, Imitations, LLC was established by Peter Eliades as a Nevada
15 limited liability company, but has been solely controlled by Rogich or one of his entities
16 since inception.
17

18 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never
19 informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution. It
20 was not until December, 2012, that Nanyah discovered that Rogich Trust purported to
21 no longer own any interest in Eldorado and that Rogich Trust's interest in Eldorado had
22 been transferred to Teld and/or the Eliades Trust. Nanyah is informed and believes that
23 Rogich Trust repaid Antonio its investment in Eldorado and formally recognized Ray's
24 and Eddyline's membership interests in Eldorado.
25

26 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
27 learns that the answer is in some material respect incomplete or incorrect.
28

1 **Eliadas Trust**

2 Sometime during the latter part of 2008 and/or contemporaneously with the
3 execution of the Purchase Agreements and Membership Agreements, Nanyah is
4 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete
5 Eliades agreed that Flangas would cease being a member in Eldorado and would sell
6 its 33 1/3rd interest in Eldorado to Teld and to the Rogich Trust.
7

8 In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000 for
9 Rogich Trust to acquire 6.67% interest in Eldorado from Flangas. As part of the
10 foregoing transaction, Nanyah is informed and believes that Flangas transferred its
11 remaining interest in Eldorado to Teld. Accordingly, as of approximately the end of
12 2008, Rogich Trust held a 40% membership interest in Eldorado and this membership
13 interest was subject to Nanyah's membership interest claim and/or repayment of
14 Nanyah's investment. Nanyah was never informed of the foregoing transactions
15 between Rogich Trust, Teld and Flangas.
16

17 Based upon information and belief, on about August or September of 2012, Teld
18 and Rogich Trust entered into the Eliades Trust Acquisition whereby Rogich Trust
19 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the
20 sum of \$682,000 to the Eliades Trust. Pursuant to the Eliades Trust Acquisition, Rogich
21 Trust represented that it had the authority to transfer the 40% membership interest in
22 Eldorado to the Eliades Trust without the consent or approval of any other person or
23 entity. Rogich Trust's representations were false in that Rogich Trust and the Eliades
24 Trust both knew that Rogich Trust's membership interest was subject to the rights and
25 claims of Nanyah.
26

27 As part of this transaction, Rogich Trust represented that it was insolvent and
28 unable to contribute to the ongoing debt obligations of Eldorado as it was obligated to

1 do under the terms of the Eldorado Amended and Restated Operating Agreement.

2 Rogich Trust has asserted that the \$682,000 amount for which it transferred its
3 40% interest in Eldorado to the Eliades Trust was for the purpose of repaying the
4 original \$600,000 that the Rogich Trust allegedly borrowed to acquire 6.67% interest of
5 Flangas' ownership interest from Teld, plus \$83,000 in interest. Nanyah has since
6 discovered that the purported repayment of \$683,000 to Eliades was a sham
7 transaction perpetrated to assist Rogich Trust and Teld from repaying the debt owed to
8 Nanyah and to assist in transferring Rogich Trust's membership interest to Teld's
9 affiliated entity the Eliades Trust.
10

11 As part of the Eliades Trust Acquisition, the Eldorado Resolution was entered
12 into by and between Rogich Trust and Teld. The Eldorado Resolution identifies that
13 Rogich Trust is transferring its 40% interest in Eldorado to the Eliadas Trust subject to
14 the claims of Ray and Eddyline. The Eldorado Resolution intentionally omits Rogich
15 Trust's obligations to Nanyah again demonstrating such transaction was perpetrated for
16 the purpose of avoiding Nanyah's membership interest in Eldorado.
17

18 Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
19 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
20 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
21 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado. Nanyah has
22 since been informed that as part of the Eliades Trust Acquisition, Rogich Trust also
23 received an additional interest in Imitations from the Eliades Trust, which Nanyah
24 believes such interest is valued at over \$2,500,000. Of note, further demonstrating the
25 scheme to harm Nanyah, Imitations, LLC was established by Peter Eliades as a Nevada
26 limited liability company, but has been solely controlled by Rogich or one of his entities
27 since inception.
28

1 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never
2 informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution. It
3 was not until December, 2012, that Nanyah discovered that Rogich Trust purported to
4 no longer own any interest in Eldorado and that Rogich Trust's interest in Eldorado had
5 been transferred to Teld and/or the Eliades Trust. Nanyah is informed and believes that
6 Rogich Trust repaid Antonio its investment in Eldorado and formally recognized Ray's
7 and Eddyline's membership interests in Eldorado.

8
9 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
10 learns that the answer is in some material respect incomplete or incorrect.

11 **Imitations**

12
13 Nanyah has since been informed that as part of the Eliades Trust Acquisition,
14 Rogich Trust also received an additional interest in Imitations from the Eliades Trust,
15 which Nanyah believes such interest is valued at over \$2,500,000. Of note, further
16 demonstrating the scheme to harm Nanyah, Imitations, LLC was established by Peter
17 Eliades as a Nevada limited liability company, but has been solely controlled by Rogich
18 or one of his entities since inception.

19
20 Discovery is still ongoing. Nanyah will supplement or amend this answer if it later
21 learns that the answer is in some material respect incomplete or incorrect.

22
23 DATED this 18th day of December, 2017.

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

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

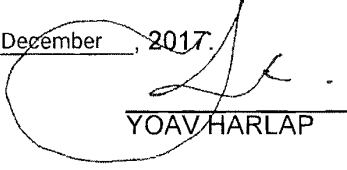
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VERIFICATION

I, Yoav Harlap, hereby declare under penalty of perjury:

That I am the manager of Nanyah Vegas, LLC, which is the Plaintiff in this matter;
that I have read NANYAH VEGAS, LLC'S FIRST AMENDED ANSWERS TO
DEFENDANTS' FIRST SET OF INTERROGATORIES; and that I am authorized to make
this verification for an on its behalf, and I make this verification for that reason. I either
have personal knowledge, or am informed and believe and on that ground allege that the
matters stated in the foregoing document are true and correct.

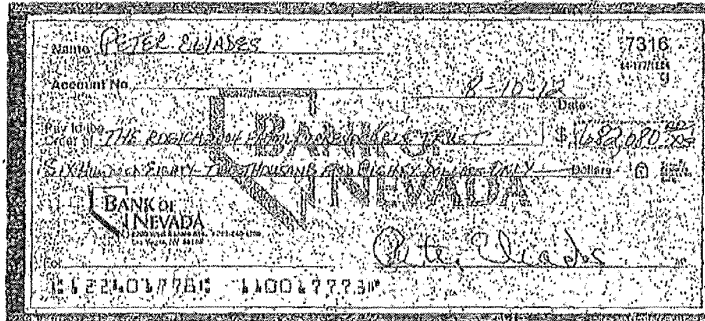
Dated this 1 day of December, 2017.



YOAV HARLAP

EXHIBIT

9



SR002356

NAN_000226

JA_001230

EXHIBIT

10

SATISFACTION OF PROMISSORY NOTE AND RELEASE OF
SECURITY

WHEREAS, The Rogich 2004 Family Irrevocable Trust, (Rogich) on 10/30/08, delivered to Teld, LLC, a Nevada Limited Liability Company, (Teld), for valuable consideration, its promissory note (the Note) in the amount of \$600,000.00 bearing interest at 4.32% per annum; and

WHEREAS, The Note was secured by a pledge of Rogich's Membership interest in Eldorado Hills, LLC, a Nevada Limited Liability Company and ;

WHEREAS, Rogich, of even date herewith, has caused the Note to be paid in full;

NOW, THEREFORE, in consideration of the repayment of the indebtedness evidenced by the Note, Teld does hereby release, relinquish and terminate all of its rights, interests and remedies in respect to the Note and security agreement and hereby returns to Rogich the original Note.

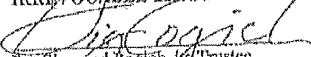
IN CONSIDERATION of the foregoing, the parties hereto hereby release each other from any further obligations under the above-referenced documents.

IN WITNESS WHEREOF, the parties have entered into this Satisfaction Agreement dated this 1st day of January, 2012

"TELD"


By: Peter Elades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, As Trustee

EH000016

NAN_000225

JA_001232

EXHIBIT

11

1 **DECL**
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 Sigmund Rogich*
10 *and Imitations, LLC*

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

18 Plaintiffs,

19 v.

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

25 Defendants.

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

28 Plaintiff,

v.

29 TELD, LLC, a Nevada limited liability
30 company; PETER ELIADES, individually and
31 as Trustee of the The Eliades Survivor Trust of
32 10/30/08; SIGMUND ROGICH, individually
33 and as Trustee of The Rogich Family
34 Irrevocable Trust; IMITATIONS, LLC, a
35 Nevada limited liability company; DOES I-X;
36 and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DECLARATION OF SIGMUND ROGICH

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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1. I, as the Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") and Individually, are Defendants in this action.

3. The Rogich Trust did transfer the assets as alleged. However, the allegation that the transfer was performed with "actual intent to hinder, delay or defraud Nanyah" is not true. As Trustee of the Rogich Trust, I made the transfer. The transfer was made in good faith and neither I, nor the Rogich Trust, intended to hinder, delay or defraud Nanyah in any respect whatsoever. The transfer was made because of my disagreements with Mr. Eliades who had the majority interest in Eldorado. The disagreements are set forth in my deposition testimony on August 21, 2014 in the case of Carlos A. Huerta, et al. v. Sig Rogich, et al. in the Eighth Judicial District of Clark County, Nevada, Case No. 13-686303-C. A copy of that testimony is attached as *Exhibit A* at 16:8-21:7.

(a) The alleged transfer was not made to an insider as defined in NRS. 112. 150 7(a).

(b) The 40% membership interest in Eldorado was transferred to the Eliades Trust effective January 1, 2012. No interest in the asset was retained, directly or indirectly, by the Rogich Trust.

(c) The transfer was disclosed to Carlos Huerta in a telephone call in the early fall of 2012. Nanyah received Eldorado information from Huerta upon whom he relied to get his Eldorado interest registration. *Exhibit 3* to Motion for Summary Judgment, at 119:19-120:8; 72:10-12.

1 (d) Neither I nor the Rogich Trust was sued or threatened with suit before the transfer.

2 (e) The transfer was only the 40% membership in Eldorado. It was not of
3 substantially all of my assets or all of the assets of the Rogich Trust.

4 (f) I did not abscond after the transfer.

5 (g) Neither I nor the Rogich Trust removed or concealed assets before or after the
6 transfer.

7 (h) The consideration received by the Rogich Trust was the release of a promissory
8 note in the amount, including interest, of \$682,080. The Eliades Trust received a
9 40% interest in Eldorado which owns 163 acres of land (subject to debt). The
10 value of 40% of the equity in the 163 acres is more than \$682,080.¹

11 (i) I have never been insolvent.

12 (j) The transfer did not occur shortly before or shortly after I incurred a substantial
13 debt.

14 (k) I have never transferred essential assets to anyone.

15 I, Sigmund Rogich, declare under penalty of perjury that the foregoing is true and correct.

16 EXECUTED on February 22, 2018.

17
18 
19 Sigmund Rogich
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27 ¹ Nanyah alleges, on information and belief, that the transfer was a sham transaction to avoid
28 Nanyah's purported interest in Eldorado. Complaint at Para. 80, 81. Defendants have denied the
allegations.

EXHIBIT

A

Deposition of:

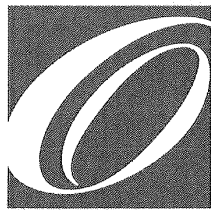
Sig Rogich

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.
A-13-686303-C

Date:

08/21/2014



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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) Case No.
GLOBAL, INC., a Nevada) A-13-686303-C
corporation; NANYAH VEGAS,)
LLC, a Nevada limited)
liability company,)
Plaintiffs,)
vs.)
SIG ROGICH aka SIGMUND ROGICH)
as Trustee of The Rogich)
Family Irrevocable Trust;)
ELDORADO HILLS, LLC, a Nevada)
limited liability company;)
DOES I-X; and/or ROE)
CORPORATIONS I-X, inclusive,)
Defendants.)

DEPOSITION OF SIG ROGICH

Taken on Thursday, August 21, 2014

At 10:05 a.m.

At 2850 West Horizon Ridge Parkway

Henderson, Nevada

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 10632

1 Mr. Eliades.

2 Q. Do you know what he is claiming against
3 you?

4 A. That I should have continued to -- in my
5 partnership with Mr. Eliades to protect Mr. Huerta.

6 Q. And you disagree with that assertion?

7 A. Absolutely.

8 Q. And what is your basis for that
9 disagreement?

10 A. I was losing money, and there were
11 significant business practices there that would
12 jeopardize my career.

13 Q. Tell me about those business practices
14 that would have jeopardized your career.

15 A. Well, Mr. Eliades had the majority
16 interest in the property. He owned 60 percent, and
17 I owned 40 percent. He would consistently do things
18 to the property without my knowledge until after the
19 fact.

20 He spent, I think, approximately \$5
21 million on various projects, none of which I
22 approved, and some were in violation of County codes
23 and laws, and others were, in my opinion, a waste of
24 money.

25 And I felt that we were going to be

1 sanctioned by County officials, and I felt we were
2 creating an unsafe environment for the gun club that
3 was contiguous to the property and part of the
4 property.

5 He graded almost all the property without
6 permits causing dust hazards and clearly in
7 violation of County codes and ordinances.

8 I came in one morning and he had put
9 in -- one weekend, he put in cement over the pond
10 area, completely cemented it in. He decided to
11 build a restaurant without my knowledge inside the
12 warehouse on the property.

13 He took old equipment that he owned and
14 created a restaurant, none of which were permitted.
15 He didn't go to the County for permission to build
16 it.

17 He moved a mountain, actually graded down
18 a mountain site. He, on his own, put together an
19 indoor shooting gallery. He spent close to \$1
20 million to do it, and he refused to put in an
21 adequate ventilation system, and so it was not able
22 to function.

23 We hired an expert, a leading expert --
24 one of the leading experts in the world on gun clubs
25 from Arizona --

1 Q. What's his name?

2 A. I don't recall his name, but we paid him
3 about, I want to say, \$250,000 to come in and assess
4 the club and what we had put in, and he told us that
5 it was dangerous. He said it could not open.

6 He said the lead content would be very
7 dangerous for any employee working in there.

8 Q. When was he retained?

9 A. I don't recall the exact date.

10 Q. Was it within the --

11 A. I would say it was probably a couple
12 years after we -- after Mr. Eliades became a partner
13 in the property.

14 Q. Would you say around 2011? 2010?

15 A. I don't recall exactly, but probably
16 something in that area.

17 He hired a grading company to come in and
18 move the road, and I thought he encroached upon BLM
19 land. He spent, I think -- had committed us to
20 spend several hundred thousand dollars on tanks and
21 sent people to Europe to take deposits and secure
22 the tanks, none of which were ever received and none
23 of which ever had permission through, you know,
24 federal and local law enforcement entities for
25 transportation of such equipment.

1 He purchased an assemblage of machine
2 guns for the gun club, and I think he spent \$150,000
3 on them, maybe more, and did not have proper
4 individuals to maintain them, some of which were
5 extraordinarily dangerous, from my reasonable
6 knowledge about firearms.

7 50-caliber machine guns, for example,
8 were being utilized without, I felt, proper
9 technical support.

10 He purchased goods on -- at auctions, and
11 one day I came -- one weekend, again, I came -- I
12 mostly came during the weekends in my free time, and
13 he had assembled, I think -- I don't know -- 500
14 chairs, you know, that he purchased. They were in
15 the warehouse.

16 He had coffins, you know --

17 Q. Were the chairs from auction? Is that
18 what you're --

19 A. He purchased them from an auction. He
20 thought that it was a good deal for us to own the
21 chairs, eventually.

22 Q. For what purpose?

23 A. I don't know.

24 Q. Just for gatherings or events to take
25 place out there or --

1 A. Well, maybe for gatherings and events
2 that he had in mind, and also for the restaurant
3 that he was building.

4 He purchased coffins, wood-framed
5 coffins. I think they're probably still there.

6 Q. And what -- did he tell you the
7 purpose --

8 A. I have no idea why.

9 Q. He didn't --

10 A. Maybe he thought people were going to die
11 out there. I don't know.

12 Q. He was going to start a cemetery?

13 A. He purchased equipment, tractors and
14 backhoes, and continually worked on the property,
15 moving things around.

16 He added, I think, four additional
17 shooting ranges without approvals on the property,
18 and then the final thing -- and I'm missing some in
19 between here.

20 He painted the mountainside with "Pro Gun
21 Club" in 40-foot letters without my knowledge, and
22 we were taken to task by the City of Boulder City
23 and the Clark County Commission.

24 And we were starting to get inspections
25 from the County, and I was concerned because he had