

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

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

7                                   Appellant,

8                                   v.

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

16                                   Respondents.

17 **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

18                                   **JOINT APPENDIX VOL. 7**

19  
20                                   MARK G. SIMONS, ESQ.  
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Attorney for Appellant

**ALPHABETICAL**

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>BATES</u></b>
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Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
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7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
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12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
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14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
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16	Dispositive Motion Deadline			
17	and Motion for Summary			
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18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 <sup>nd</sup>			
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21	Disclosures			
22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
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1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
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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			
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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			
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	and Costs			
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	Support of Motion for			
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	Defendants' Answer to	4/24/17	4	JA_000831-841
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1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
11				
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
14				
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

1	Defendants Eldorado Hills,	10/7/19	34	JA_008107-8120
2	LLC, Peter Eliades,			
3	Individually and as Trustee			
4	of the Eliades Survivor Trust			
5	of 10/30/08, and Teld,			
6	LLC's Memorandum of			
7	Costs and Disbursements			
8	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
9	Individually and as Trustee			
10	of The Eliades Survivor			
11	Trust of 10/30/08, and Teld,			
12	LLC's Motion for Summary			
13	Judgment			
14	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
15	Individually and as Trustee			
16	of the Eliades Survivor Trust			
17	of 10/30/08, and Teld,			
18	LLC's Reply in Support of			
19	Their Motion for Summary			
20	Judgment and Opposition to			
21	Countermotion for Summary			
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23	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
24	Individually and as Trustee			
25	of The Eliades Survivor			
26	Trust of 10/30/08, Teld,			
	LLC, and Eldorado Hills,			
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	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 NRC			
12	P 56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 <sup>nd</sup>			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
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	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, LLC's Opposition to Motion for Rehearing and 2	9/5/18	14	JA_003352-3357
3	Countermotion for Award of 4			
5	Errata to Pretrial Memorandum	4/16/19	29	JA_007062-7068
6	Ex Parte Motion for an 7	2/8/19	17	JA_004036-4039
8	Order Shortening Time on 8			
9	Motion for Relief From the 9			
10	Pursuant to NRCP 60(b)			
11	First Amended Complaint	10/21/13	1	JA_000027-47
12	Joint Case Conference Report	5/25/17	4	JA_000842-861
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award of Attorneys' Fees and Costs 15	5/5/2020	38	JA_009255-9256
16	in Favor of the Rogich Defendants			
17	Minutes	4/18/18	7	JA_001710-1711
18	Minutes	2/21/19	20	JA_004790-4791
19	Minutes	3/5/19	22	JA_005261-5262
20	Minutes	3/20/19	25	JA_006038-6039
21	Minutes	4/18/19	29	JA_007104-7105
22	Minutes	4/22/19	30	JA_007146-7147
23	Minutes	9/5/19	33	JA_008025-8026
24	Minutes	1/30/2020	37	JA_009059-9060
25	Minutes	3/31/2020	38	JA_009227-9228
26	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic Conference	11/5/18	14	JA_003456-3457

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

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

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

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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	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas, LLC's Motion for Reconsideration			
23				
24	Notice of Entry of Order	4/10/19	27	JA_006478-6483
25	Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule			
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			
	Countermotion for Summary			
	Judgment			
18	Order: (1) Granting Rogich	5/5/2020	38	JA_009249-9254
19	Defendants' Renewed			
20	Motion for Attorneys' Fees			
21	and Costs; and (2) Denying			
22	Nanyah's Motion to Retax			
	Costs Submitted by Rogich			
	Defendants			
23	Order Denying	5/22/18	8	JA_001830-1832
24	Countermotion for Summary			
25	Judgment and Denying			
26	NRCP 56(f) Relief			

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

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

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

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



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

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

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 <sup>nd</sup> Supplemental Pre-Trial Disclosures	4/10/19	27	JA_006472-6474
15 16 17 18 19 20 21 22	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			
	Judgment and Opposition to			
	Nanyah Vegas, LLC's			
	Countermotion for Summary			
	Judgment and NRCP 56(f)			
	Relief			
13	Stipulation and Order	4/22/2020	38	JA_009232-9234
14	Stipulation and Order	5/16/19	31	JA_007599-7602
15	Suspending Jury Trial			
16	Stipulation and Order re:	1/30/2020	37	JA_009056-9058
17	October 4, 2019 Decision			
18	Stipulation and Order	6/13/19	32	JA_007824-7827
19	Regarding Rogich Family			
20	Irrevocable Trust's			
21	Memorandum of Costs and			
22	Motion for Attorneys' Fees			
23	Stipulation for Consolidation	3/31/17	4	JA_000818-821
24	Substitution of Attorneys	1/24/18	4	JA_000881-883
25	Substitution of Attorneys	1/31/18	4	JA_000886-889
26	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**

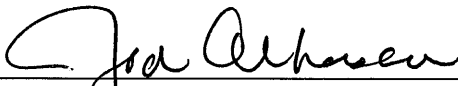
Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 7** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

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The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.

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

1 Administration Manager provided Harlap with the Canamex 2007 partnership K-1 which showed  
2 that Nanyah had a 99 percent interest in Canamex and an ending capital account of \$1,497,485.  
3 Defendants' Exhibit 29. The 2007 Eldorado tax return, and the 2007 Canamex tax K-1 provided  
4 to Harlap show that in 2007, Nanyah had no interest in Eldorado, its interest was in Canamex and  
5 that Harlap believed his investment was in Canamex and not in Eldorado.

6 Huerta's manipulative conduct in putting Harlap's Canamex investment money into  
7 Eldorado's bank account and advising Harlap about subsequent Canamex business, and then  
8 providing K1's is mystifying.

9 The foregoing demonstrates that Nanyah's investment was in Canamex and Nanyah had  
10 no interest in Eldorado. There is no evidence that Nanyah invested anything in Eldorado.

11 IV.

12 **THERE IS NO SECRET MEMBERSHIP ASSIGNMENT**

13 There are numerous statements by Nanyah that will be responded to. See paragraphs 38-  
14 41 of Nanyah's Opposition headed by ROGICH TRUST'S JANUARY 1, 2012 ASSIGNMENT  
15 OF INTEREST IN ELDORADO. Nanyah contends the January 1, 2012 Membership Interest  
16 Assignment Agreement, Nanyah's Exhibit 16, Defendants' Exhibit 5, was a secret agreement.  
17 Paragraphs 39, 42, 43 and 44. The only purported writing of this secret agreement is Nanyah's  
18 Exhibit 16 which is Defendants' Exhibit 5. There is nothing secret about it. There is not even a  
19 confidentiality provision. Huerta testified he and Mr. Rogich discussed the property transfer to  
20 the Eliades Trust in the fall of 2012 months before Nanyah allegedly learned of the secret  
21 agreement. Huerta's Depo 4/30/14 at 66:15-67:15. Defendants' Exhibit 1.

22 Nanyah alleges "It was not until sometime in December that Nanyah was advised that  
23 Rogich and the Rogich Trust had secretly agreed to transfer its interest in Eldorado to the Eliades  
24 Trust without issuing Nanyah any interest in Eldorado and without repaying Nanyah its \$1.5  
25 million." Opp. at 21:15-18. In Harlap's "Declaration" he declares he was advised of the same  
26 secret agreement, in language identical to Nanyah's above quote. Nanyah's Exhibit 20. Thus,  
27 Harlap [Nanyah] declares he was advised of the "secret agreement" and he [Nanyah] in turn  
28 advised Nanyah of the secret agreement and Nanyah in turn alleged it [Nanyah] was advised of

1 the 'secret agreement'. There is no hint of who advised Harlap [Nanyah]<sup>6</sup>

2 In paragraph 42, Nanyah contends "it is undisputed that defendants' never informed  
3 Nanyah of their secret plan to not repay Nanyah its \$1.5 million investment" and there is a  
4 "conclusive stipulation" that Defendants failed to inform Nanyah of the secret agreement or its  
5 secret transfer. Nanyah's strange support of that statement is paragraph 82 of its Complaint  
6 which alleges the Defendants did not inform Nanyah. Nanyah's "conclusive stipulation" is based  
7 on its misinterpretation of NRS 47.240(2).<sup>7</sup>

8 Nanyah's romance with stipulations continues with its claim that Defendants stipulated  
9 they have no knowledge when Nanyah first learned about the Secret Membership Agreement.  
10 That stipulation is based on Defendants response in paragraph 83 of their Answer which alleged  
11 "they are without knowledge or information as to the truth of the allegations in Paragraph 83."  
12 That response "has the effect of a denial" NRCP 8(b). Not to Nanyah, who contends it is a  
13 binding and conclusive stipulation that Defendants have no knowledge when Nanyah first learned  
14 about the Secret Membership Assignment. Opp. at 20:21-21:9.

15 Nanyah argues that it is undisputed that Nanyah did not discover Defendants' Secret  
16 Membership Agreement until December 2012 because its Complaint specifically asserts it in  
17 paragraph 83. Opp. at 20:12-20. That is truly stunning.

18 In fact, Nanyah alleges in paragraph 70 of it's Complaint that "on or about August or  
19 September of 2012, Teld and Rogich Trust entered into a new agreement whereby Rogich Trust  
20 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the sum of  
21 \$682,080, to the Eliades Trust" Complaint at Paragraph 70. That allegation by Nanyah clearly  
22 disputes its December 2012 allegation.<sup>8</sup> Furthermore, in his deposition, Mr. Harlap testified he  
23 did not know from whom the interest was transferred nor when he found out about it. Defendants'  
24 *Exhibit 3* at 179:11-181:2.

25 <sup>6</sup> That's how rumors start.

26 <sup>7</sup> NRS 47.240(2) provides for a conclusive presumption of the truth of a fact recited from the recital in a written  
27 instrument between the parties thereto or their successors in interest by a subsequent title and it is not applicable to  
28 the recital of consideration. Nanyah has not contended that any recital in a recital is relevant or that such recital is  
between parties, Nanyah is not a party to any agreement in this action.

<sup>8</sup> Nanyah's Complaint was filed November 4, 2016. Its alleged December 2012 discovery of the "Secret  
Membership Assignment" and Nanyah's "Declaration" have no factual support.



1 There is no secret membership agreement.

2 V.

3 **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT IS NOT BARRED BY THE**  
4 **LAW OF THE CASE**

5 The doctrine of law of the case is applicable within the confines of a single case. The law  
6 of the case applies to a principal or ruling made earlier in the same case. Dictor v. Creative  
7 Management Services, LLC, 126 Nev. 41, 44, 223 P.3d 332, 334 (2010).

8 Nanyah's nine claims in this case cannot be affected by the law of the case because of the  
9 nine claims are made in this case which is not the case in which the court made it's ruling that  
10 "Appellants' claim for unjust enrichment did not accrue until Eldorado Hills retained \$15 million  
11 under circumstances where it was inequitable for Eldorado Hills to do so."

12 That action, with a different claim than any of Nanyah's present claims, did not merge.  
13 Mikulich v. Carner, 68 Nev. 161, 169, 228 P.2d 257, 261 (1951); Randall v. Salvation Army, 100  
14 Nev. 466, 470, 686 P. 2d 241, 243, 244 (1984).

15 The first action contained only a single claim by Nanyah against Eldorado for unjust  
16 enrichment which is not one of Nanyah's nine claims. The court's ruling was with respect to the  
17 single unjust enrichment claim. Eldorado was the only defendant in the first action. It is not a  
18 defendant to any of Nanyah's nine claims in this second action.

19 Nanyah's claim that the court's ruling in the prior action is the law of the case and bars  
20 Defendants Motion for Summary Judgment is without merit.

21 VI.

22 **NRS 114.3118(2) DOES NOT APPLY HERE**

23 Nanyah relies on NRS 114.3118(2) for one of its statute of limitations ideas. Opp. at  
24 22:24. The section is part of the UCC and applies only to a demand for payment to the maker of  
25 a note payable on demand. It does not apply to Nanyah's claims here.

26 VII.

27 **CONCLUSION**

28 Defendants' Motion for Summary Judgment should be granted dismissing Nanyah's nine

1 causes of action with prejudice.

2 **VIII.**

3 **OPPOSITION TO NANYAH VEGAS' COUNTERMOTION TO DEFENDANTS'**

4 **MOTION FOR SUMMARY JUDGMENT**

5 Nanyah claims three grounds for its Countermotion. They are :

6 A. It invested \$1.5 million into Eldorado;

7 B. It has an implied contract with Eldorado to repay the investment and/or issue a  
8 membership interest to it and /or pay it the value of that membership interest; and

9 C. It is a third party beneficiary of the purchase agreements with Teld and The  
10 Eliades Trust.

11 A. Defendants have shown in this Reply that Nanyah did not invest in Eldorado and that  
12 Harlap invested his \$1.5 million in Canamex. Nanyah now sets forth 12 "undisputed facts" to  
13 support its Eldorado Investment claim. Opp. at 45:25-27:4. They are not undisputable. In fact,  
14 not even one fact is undisputable. None of the facts dispute that Nanyah's investment was in  
15 Canamex, not Eldorado, and Nanyah does not dispute that it responded to the production request  
16 for "all documents with respect to the investment of Yoav Harlap in Eldorado Hills, LLC,  
17 including, but not limited to the transfer of \$1,500,000 to Eldorado Hills, LLC in December  
18 2007" as follows: "No responsive documents exist." Defendants' *Exhibit 27*. Nanyah did not  
19 invest in Eldorado.

20 Nanyah argues Defendants cannot contradict statements and admissions of Huerta who  
21 was a manager of Eldorado. Nanyah does not set forth any such statements or admissions. It lays  
22 no foundation of any kind. Huerta ceased being a manager of Eldorado on October 30, 2008.  
23 Paragraph 3 of the Purchase Agreement provides that "each Seller [Huerta & Go Global]  
24 furthermore does hereby presently resign (or confirms resignation) from any and all positions in  
25 the Company as an officer, manager, employee and/or consultant." Nanyah has not attempted to  
26 show that whatever statements or admissions it relies on is within the scope of Huerta's authority.

27 Once again, Nanyah did not invest \$1,500,000 into Eldorado.

28 B. Nanyah's implied contract claim based on Nanyah's "undisputed" investment and

1 unspecified Huerta statements and admissions is obviously without merit.

2 C. Nanyah is not a Third Party Beneficiary.

3 Nanyah argues that each of the contracts here “specifically state that Nanyah is an  
4 intended third party beneficiary of each of these contracts and is to be repaid its investment and/or  
5 receive a membership interest.” Opp. At 53:3,4. That statement is not true. Nanyah is not a  
6 party to any agreement. Nanyah’s name is not even mentioned in Exhibit 2. It is only a Potential  
7 Claimant. Olson v. Jacometti, 91 Nev. 241, 245, 246, 533 P.2d 1360, 1364 (1975) provides that  
8 a third party complaint “must prove that there was an intent to benefit him” and he “must, at least,  
9 show that it [the agreement] was for his direct benefit.” The Purchase Agreement was solely for  
10 the benefit of the parties, not Nanyah. Huerta and Go Global were selling their Eldorado  
11 membership interests and the sale was subject to any claims by Potential Claimants against  
12 Huerta and Go Global. Nothing shows how many potential claimants there were. Nanyah would  
13 have to prove it was a legitimate claimant and the amount of its claim. The Recital in Exhibit 2  
14 also required the Potential Claimants to “confirm or convert the amounts set forth in its Exhibit A.  
15 There is no evidence that Nanyah confirmed the amount of its claim or converted anything.  
16 Clearly, Exhibit 2 was not prepared or executed to benefit Nanyah. Id. at 245, 246. Clearly,  
17 Nanyah was not a third party beneficiary of the Purchase Agreement.

18 Nanyah’s Countermotion for Summary Judgment should be denied.

19 IX.

20 NANYAH’S NRCP 56(f) REQUEST SHOULD BE DENIED

21 Nanyah’s requests it be allowed to conduct discovery on Defendants’ contention  
22 that a transfer from the Rogich Trust to the Eliades Trust occurred prior to December 2012.

23 Paragraph 70 of Nanyah’s Complaint alleges:

24 “Based upon information and belief, on about August or September of  
25 2012, Teld and Rogich Trust entered into a new agreement whereby Rogich  
Trust agreed to forfeit its 40% membership interest in Eldorado.

26 Mr. Simons states Defendants’ Agreement “contemplated a formal transfer.” Defendants’  
27 Motion shows exactly how the transfer was performed.

28 The Membership Interest Assignment Agreement dated January 1, 2012, is not an exhibit

1 to the Complaint. It is *Exhibit 7* to this Motion. It provides in Paragraph 1 that: "Rogich hereby  
2 transfers and conveys the Membership Interest including all of his rights, title and interest of  
3 whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the  
4 Membership Interest from Rogich, upon receipt of the Consideration (as defined here below) at  
5 closing." *Exhibit 7* provides in paragraph 4 that the Closing "shall be consummated upon the  
6 execution of this Agreement, the payment of consideration as herein stated and the delivery of a  
7 Satisfaction of Promissory Note and release of security to Teld." The consideration of \$682,080  
8 from Peter Eliades to Rogich (a check dated August 16, 2012) and the Satisfaction of Promissory  
9 Note and Release of Security are attached as *Exhibits 9* and *10*.

10 Nanyah has made no showing that the requested discovery will lead to the creation of a  
11 genuine issue of material fact. *Aviation Ventures, Inc. v. John Morris*, 121 Nev. 115, 118, 110  
12 P.3d 59, 62 (2005); *Francis v. Wynn Las Vegas, LLC*, 127 Nev. 657, 669, 262 P.3d 708, 714  
13 (2011).

14 Nanyah's Motion should be denied.

15 DATED this 11 day of April, 2018.

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

17  
18 By: 

19 Samuel S. Lionel, Esq. (NV Bar No. 1766)  
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26 *Attorneys for Sigmund Rogich, Individually and*  
27 *as Trustee of the Rogich Family Irrevocable*  
28 *Trust and Imitations, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO NANYAH VEGAS, LLC'S COUNTERMOTION FOR SUMMARY JUDGMENT AND FOR N.R.C.P. 56(F) RELIEF** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 11<sup>th</sup> day of April, 2018 as follows:

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☒ Via E-service  
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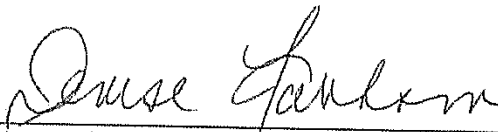
*Attorney for Plaintiff Nanyah Vegas, LLC*

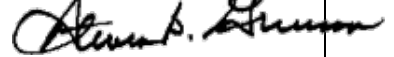
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*Attorneys for Defendants* PETE ELIADES, THE  
ELIADES SURVIVOR TRUST OF 10/30/08,  
TELD, LLC and ELDORADO HILLS, LLC

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANTS PETER ELIADES,  
INDIVIDUALLY AND AS TRUSTEE OF  
THE ELIADES SURVIVOR TRUST OF  
10/30/08, ELDORADO HILLS, LLC,  
AND TELD, LLC'S: (1) REPLY IN  
SUPPORT OF THEIR JOINDER TO  
MOTION FOR SUMMARY  
JUDGMENT; AND (2) OPPOSITION  
TO NANYAH VEGAS, LLC'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT AND FOR N.R.C.P. 56(F)  
RELIEF**

Hearing Date: 4/18/18

Hearing Time: 9:00 A.M.

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

**DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S: (1) REPLY IN SUPPORT OF THEIR JOINDER TO MOTION FOR SUMMARY JUDGMENT; AND (2) OPPOSITION TO NANYAH VEGAS, LLC'S COUNTERMOTION FOR SUMMARY JUDGMENT AND FOR N.R.C.P. 56(F) RELIEF**

Defendants Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), Eldorado Hills, LLC ("Eldorado"), and Teld, LLC ("Teld") (collectively, the "Eliades Defendants") hereby file their Reply in Support of their Joinder to Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC's (collectively, the "Rogich Defendants") Motion for Summary Judgment (the "Joinder"). Additionally, the Eliades Defendants oppose Nanyah Vegas, LLC's ("Nanyah") Countermotion for Summary Judgment and for N.R.C.P. 56(f) relief.

This Reply/Opposition is based on the following Memorandum of Points of Authorities, the exhibits attached hereto and to the related briefs, and any oral argument heard by the Court.

DATED this 11th day of April, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

*Attorneys for Defendants*

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

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

**A. Reply in Support of Joinder.**

Nanyah's longwinded Opposition is significant not for what it says, *but what it does not say*. Nanyah failed to rebut Eldorado's legal authority showing that the discovery rule is irrelevant to accrual of an unjust enrichment claim. Instead, Nanyah indolently cited the law of the case doctrine and argued that the Nevada Supreme Court's February 12, 2016 Order of Reversal and Remand (the "Reversal Order") precludes this Court from ruling on accrual of its unjust enrichment claim. The Nevada Supreme Court did no such thing. In fact, it did the exact opposite, providing guidance on the appropriate accrual rule (*i.e.*, once it becomes inequitable for the defendant to retain the alleged benefit) and remanding the case to this Court to determine that precise issue. *Since that time*, Nanyah's November 4, 2016 Complaint, Yoav Harlap's (Nanyah's sole principal) testimony, and Nanyah's admissions in their Opposition/Countertermotion definitively demonstrate that its unjust enrichment claim accrued in December of 2007 when Eldorado supposedly failed to concurrently issue a membership interest to Nanyah in exchange for its \$1,500,000.00 investment. *Nanyah's unjust enrichment claim was filed over five years later in violation of NRS 11.190(2)(c) and must be dismissed.*

The remainder of Nanyah's Opposition is focused on the arguments contained within the Rogich Defendants' Motion for Summary Judgment (the "SJ Motion"). In the interests of brevity, the Eliades Defendants will allow the Rogich Defendants to fully address those issues. However, since many of those claims were concurrently asserted against the Eliades Defendants who have joined the SJ Motion, they would be remiss not to point out the absurdity of some of Nanyah's arguments. For example, Nanyah alleges that the Rogich Trust and the Eliades Trust committed a fraudulent transfer "within the meaning of Nevada's Uniform Fraudulent Transfer Act."<sup>1</sup> Yet, after the Rogich Defendants showed that Nanyah's fraudulent transfer claim was extinguished by NRS 112.230(a), Nanyah paradoxically claimed that a transfer did *not* occur under Nevada's Uniform

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<sup>1</sup> Compl., Case No. A-16-746239-C, ¶ 125.



1 Fraudulent Transfer Act. If a transfer did not occur, how did Nanyah plead a fraudulent transfer  
2 claim in the first place? In any event, the undisputed facts show that Rogich did transfer its  
3 Eldorado ownership to the Eliades Trust in August of 2012 and that Nanyah discovered the transfer  
4 that very same year.<sup>2</sup> Therefore, Nanyah is time-barred from pursuing a fraudulent transfer claim.

5 As another example, Nanyah illogically argues that it gets the benefit of the 10 year statute of  
6 limitations under NRS 104.3118(2).<sup>3</sup> Chapter 104, Article 3 governs negotiable instruments, which  
7 must be in writing under NRS 104.3103(h) (definition of a “promise”). Nanyah’s claim that it  
8 invested \$1,500,000.00 in exchange for a membership interest in Nanyah is neither a negotiable  
9 instrument nor in writing, and therefore, NRS 104.3118(2) does not apply to any of Nanyah’s  
10 claims.

11 Accordingly, the SJ Motion and the Joinder should be granted in their entirety and summary  
12 judgment should be entered in favor of the Eliades Defendants, dismissing each and every claim  
13 asserted by Nanyah in Case Nos. A-13-686303-C and A-16-746239-C.

14 **B. Opposition to Nanyah’s Countermotion for Summary Judgment and for N.R.C.P. 56(f)**  
15 **Relief.**

16 Despite this Court’s admonition that it does not consider dispositive motions via  
17 countermotion because of due process concerns, Nanyah brazenly filed a multifaceted  
18 Countermotion seeking three forms of dispositive relief. Irrespective of the multiple procedural  
19 issues with the Countermotion (*e.g.*, exceeding the page limit), it is also substantively incorrect for  
20 numerous reasons. First, Nanyah does not have a pending claim for an implied-in-fact contract and  
21 it is too late to amend its pleadings. Second, Nanyah did not provide sufficient evidence of the  
22 obligations making up this supposed implied-in-fact contract. Third, Nanyah failed to show the  
23 absence of a genuine issue of material fact with respect to its claim that it invested \$1,500,000.00 in  
24 Eldorado, as ample documentary evidence shows it actually invested in Canamex Nevada, LLC (one  
25 of Carlos Huerta’s other entities). Fourth, Nanyah’s argument that it is a third-party beneficiary does

26 <sup>2</sup> As addressed further below, Eldorado’s Amended and Restated Operating Agreement clearly states that a  
27 membership certificate is unnecessary to transfer an Eldorado membership interest.

28 <sup>3</sup> Nanyah cites NRS 114.3118(2), a statute which does not exist. (Opp’n/Ctrmot., 28:26.) The Eliades  
Defendants presume Nanyah intended to cite NRS 104.3118(2).

not apply to the Eliades Defendants *because none of the contracts at issue obligate any of the Eliades Defendants to provide anything to Nanyah.*

Finally, Nanyah's request under N.R.C.P. 56(f) for additional discovery regarding alleged membership certificates must be denied. Pursuant to the Amended and Restated Operating Agreement, a membership certificate was unnecessary for the Rogich Trust to transfer its membership interest to the Eliades Trust in 2012. The Rogich Trust's membership interest was undisputedly transferred in August of 2012 pursuant to the plain language of the Membership Interest Assignment Agreement, and therefore, the statute of limitations expired regardless of the existence or non-existence of a membership certificate.

Accordingly, Nanyah's Countermotion for Summary Judgment and for N.R.C.P. 56(f) relief should be denied in its entirety.

## II. ADDITIONAL FACTS RELEVANT TO THE JOINDER AND COUNTERMOTION

### A. Nanyah Repeatedly Confirms That its Unjust Enrichment Claim is Solely Based on Eldorado's Failure to Concurrently Issue a Membership Interest.

In their Joinder, the Eliades Defendants set forth numerous allegations contained within Nanyah's November 4, 2016 Complaint and cited critical testimony from Mr. Harlap's deposition which conclusively prove that Nanyah's unjust enrichment claim is *solely* based on Eldorado's (*i.e.*, Huerta's) alleged failure to *concurrently* issue a membership interest in exchange for Nanyah's \$1,500,000.00 investment. To the extent there remained any doubt about the basis of Nanyah's unjust enrichment claim, its Opposition/Countermotion seals the deal. Specifically, Nanyah made the following statements therein.

➤ “*At the time of Nanyah's investment into Eldorado*, Eldorado failed to properly issue Nanyah its *membership interest*....”<sup>4</sup>

➤ “Mr. Harlap's testimony was absolutely crystal clear that he invested \$1.5 million into Eldorado, *was promised a membership interest* and defendants have not honored that commitment.”<sup>5</sup>

<sup>4</sup> Opp'n/Countermot., 6:11-13 (emphasis added).

<sup>5</sup> *Id.*, 21: n. 23 (emphasis added).

- “Nanyah invested \$1.5 million into Eldorado *to be a member in that entity*.”<sup>6</sup>
- “Eldorado never gave Nanyah anything in exchange for taking Nanyah’s money even though Nanyah *was entitled to receive a membership interest in Eldorado*.”<sup>7</sup>
- “Nanyah had a claim to a *membership interest*....”<sup>8</sup>
- “The evidence is undisputed that Nanyah paid \$1.5 million in cash to Eldorado as a capital contribution *to be a member in that entity*.”<sup>9</sup>
- “Nanyah invested \$1.5 million into Eldorado in exchange for a *membership interest*.”<sup>10</sup>
- “However, due to Eldorado’s oversight, Eldorado never issued a *membership interest* to Nanyah.”<sup>11</sup>

In a feeble attempt to prove its case against the Rogich Defendants and Eliades Defendants, Nanyah instead conclusively showed that its unjust enrichment claim accrued at the time of Eldorado’s alleged failure to *concurrently* provide a membership interest in exchange for Nanyah’s \$1,500,000.00 investment.

**B. None of the Eliades Defendants, Including Eldorado, Were Obligated to Nanyah Under Any of the Purchase Agreements.**

Nanyah’s Opposition/Counter-motion are replete with inaccurate characterizations of the language of the Purchase Agreements, all in a misguided effort to sue the Eliades Defendants for a \$1,500,000.00 investment made *approximately one year before the Eliades Defendants had any involvement with Eldorado*.<sup>12</sup> Eldorado was originally comprised of Go Global, Inc. (100% owned

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<sup>6</sup> *Id.*, 31:8-9 (emphasis added).

<sup>7</sup> *Id.*, 31:10-12 (emphasis added).

<sup>8</sup> *Id.*, 32:4-5 (emphasis added).

<sup>9</sup> *Id.*, 45:22-24 (emphasis added).

<sup>10</sup> *Id.*, 50:16-17 (emphasis added).

<sup>11</sup> *Id.*, 50:22-23 (emphasis added).

<sup>12</sup> The “Purchase Agreements” include the October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust (Ex. 2 to Mot.), the October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global and Huerta (Ex. 4 to Mot.), the October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld (Ex. 6 to Mot.), and the January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust (Ex. 7 to Mot.).

1 by Carlos Huerta) and the Rogich Trust.<sup>13</sup> At Huerta's urging, Nanyah supposedly made a  
2 \$1,500,000.00 investment in December of 2007.<sup>14</sup> The Eliades Defendants (more specifically Teld)  
3 did not invest in Eldorado until October of 2008, *approximately 10 months later*.<sup>15</sup>

4 Regardless of Nanyah's arguments to the contrary, none of the Purchase Agreements state  
5 that Eldorado, Teld, Eliades, or the Eliades Trust agreed to pay Nanyah \$1,500,000.00 or issue it a  
6 membership interest. On the contrary, the Purchase Agreements state that the Rogich Trust agreed  
7 to negotiate with Nanyah (amongst others) to attempt to resolve its existing claim.<sup>16</sup> *Notably, the*  
8 *Rogich Trust—not Eldorado, Teld, Eliades, nor the Eliades Trust—agreed to be solely responsible*  
9 *for Nanyah's claim*. In fact, the Purchase Agreements require the Rogich Trust to fully defend and  
10 indemnify the Eliades Defendants with respect to any such claim.

11 Specifically, the Purchase Agreements state as follows:

12 ➤ *October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich*  
13 *Trust*.<sup>17</sup>

- 14       ▪ “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ...  
15       equal or greater than thirty-five percent and which may be as high as forty-nine and  
16       forty-four one hundredths (49.44%) of the total ownership interests in the Company.  
17       Such interest, as well as the ownership interest currently held by [the Rogich Trust],  
18       may be subject to certain potential claims of those entities set forth and attached  
19       hereto in Exhibit ‘A’ and incorporated by this reference (‘Potential Claimants’). [*The*  
20       *Rogich Trust*] *intends to negotiate such claims* with [Go Global and Huerta's]  
21       assistance so that such claimants confirm or convert the amounts set forth beside the  
22       name of each said claimants into non-interest bearing debt, or an equity percentage to

23  
24 <sup>13</sup> Ex. 8 to Opp'n/Ctrmot., Ex. A (NAN\_000544) (“The members, Go Global, Inc. and The Rogich Family  
Irrevocable Trust will each hold their operating addresses as: 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV  
89109, and will retain 50.00% of all Membership Rights, Equity, and Interests within The Company....”).

25 <sup>14</sup> Compl., Case No. A-16-746239-C, ¶ 17.

26 <sup>15</sup> Ex. 4 to Mot.

27 <sup>16</sup> As explained below, the claim had already accrued for statute of limitations purposes, and the Purchase  
Agreements recognize that.

28 <sup>17</sup> None of the Eliades Defendants (including Eldorado) are parties to the October 30, 2008 Purchase Agreement.

be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, ***and a distribution in respect of their claims in amounts from the one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado] retained by [the Rogich Trust].***<sup>18</sup>

- [Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. ***This will be [the Rogich Trust's] obligation, moving forward....***<sup>19</sup>

➤ ***October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global and Huerta.***<sup>20</sup>

- “[The Rogich Trust] 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 [Teld] will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.***<sup>21</sup>
- “[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, ***Nanyah Vegas, LLC***, and Antonio Nevada, LLC, each of whom invested or otherwise advances the funds, plus certain possible claimed accrued interest.”<sup>22</sup>
- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado's] real property is sold or otherwise disposed of. ***Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced***

<sup>18</sup> Ex. 2 to Mot., Recital A (emphasis added).

<sup>19</sup> *Id.*, § 4 (emphasis added).

<sup>20</sup> Eldorado and the Eliades Trust are not parties to the October 30, 2008 Membership Interest Purchase Agreement. Further, Eliades was only a limited party for the sole purpose of guaranteeing Eldorado's pending bank loan. (Ex. 4 to Mot., § 8(b).)

<sup>21</sup> *Id.*, § 4(a) (emphasis added).

<sup>22</sup> *Id.*, § 8(c) (emphasis added).

1 *entities set forth in this section above.*"<sup>23</sup>

- 2 ■ "The 'pro-rata distributions' hereinabove referenced shall mean equal one-third
- 3 shares pursuant to the ownership set forth in Section 3 above, provided, that any
- 4 amounts owing to those entities set forth on Exhibit 'D,' or who shall otherwise claim
- 5 an ownership interest based upon contributions or advances directly or indirectly to
- 6 [Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the*
- 7 *Rogich Trust]*."<sup>24</sup>
- 8 ■ "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's]
- 9 ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit 'D'
- 10 to satisfy any claims such entity may have."<sup>25</sup>
- 11 ■ "[The Rogich Trust] confirms that certain amounts have been advanced to or on
- 12 behalf of [Eldorado Hills] by certain third parties, as referenced in Section 8 of the
- 13 Agreement. [The Rogich Trust] shall endeavor to convert the amounts advanced into
- 14 non-interest bearing promissory notes *for which [the Rogich Trust] shall be*
- 15 *responsible*. Regardless of whether the amounts are so converted, *[the Rogich Trust]*
- 16 *shall defend, indemnify and hold harmless [Eldorado] and its members for any*
- 17 *claims by the parties listed below*, and any other party claiming interest in [Eldorado]
- 18 as a result of transactions prior to the date of this Agreement against [Eldorado] or its
- 19 Members. ...

20 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) \$1,500,000.00."<sup>26</sup>

21 ➤ ***October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust,***

22 ***the Flangas Trust, and Teld:***<sup>27</sup>

- 23 ■ "The Rogich Trust will retain a one-third (1/3<sup>rd</sup>) ownership interest in [Eldorado]

24 \_\_\_\_\_

25 <sup>23</sup> *Id.*, § 8(c)(i) (emphasis added).

26 <sup>24</sup> *Id.*, § 8(c)(ii) (emphasis added).

27 <sup>25</sup> *Id.*, § 8(g).

28 <sup>26</sup> *Id.*, Exhibit D (emphasis added).

<sup>27</sup> Eldorado, Eliades, and the Eliades Trust are not parties to the Amended and Restated Operating Agreement.  
(Ex. 6 to Mot.)

(subject to certain possible dilution or other indemnification responsibilities *assumed by the Rogich Trust in the Purchase Documents*).”<sup>28</sup>

- “The Rogich trust shall indemnify and hold the Flangas Trust and Teld harmless from and against the claims of any individuals or entities claiming to be entitled to a share of profits and losses other than the Rogich Trust, the Flangas Trust and Teld, so as not to diminish the one-third (1/3<sup>rd</sup>) participation in profits and losses by each of the Flangas Trust and Teld.”<sup>29</sup>

➤ ***January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust:***<sup>30</sup>

- “Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ... as of the date hereof... (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).”<sup>31</sup>
- “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.”<sup>32</sup>

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These various Purchase Agreements explicitly prove that to the extent there were any contractual obligations owed to Nanyah, they were owed by the Rogich Trust and the Rogich Trust alone. In fact, *even Nanyah admits that its Eldorado membership interest was supposed to come from the Rogich Trust rather than from Eldorado.*<sup>33</sup> Further, the January 1, 2012 Membership

<sup>28</sup> *Id.*, Recital B (emphasis added).

<sup>29</sup> *Id.*, § 4.1(a).

<sup>30</sup> Eldorado, Teld, and Eliades are not parties to the January 1, 2012 Membership Interest Assignment Agreement. (Ex. 7 to Mot.)

<sup>31</sup> Ex. 7 to Mot., Recital A.

<sup>32</sup> *Id.*, § 3(c).

<sup>33</sup> Opp’n/Ctrmot., 18:17-20 (“Based on the terms of the original Purchase Agreement, the Membership Interest Purchase Agreements and the Eldorado Amended Operating Agreement, *Nanyah’s membership interest would come from part of the Rogich Trust’s membership interest rather than Eldorado issuing an additional membership interest.*”) (emphasis added).

1 Interest Assignment Agreement does not contain any language supporting Nanyah’s conclusory  
2 rhetoric that the Eliades Trust assumed the Rogich Trust’s contractual obligations to Nanyah.<sup>34</sup> On  
3 the contrary, the only claimants referenced in that particular agreement are The Robert Ray Family  
4 Trust and Eddlyline Investments, LLC—*not Nanyah*.<sup>35</sup> There is no contractual basis under any of  
5 these Purchase Agreements for Nanyah to seek any type of relief from Eldorado, Teld, Eliades, or  
6 the Eliades Trust.

7 **C. The Relevant Documents Indicate That Nanyah’s \$1,500,000.00 Investment Was**  
8 **Intended for Canamex Nevada, LLC—Not For Eldorado.**

9 The Purchase Agreements include the following caveat with respect to Nanyah’s  
10 \$1,500,000.00 investment: “through Canamex Nevada, LLC.”<sup>36</sup> Canamex Nevada, LLC  
11 (“Canamex”) was a separate entity owned by Go Global which intended to acquire property adjacent  
12 to Eldorado and combine them.<sup>37</sup> The following evidence also indicates that Nanyah’s  
13 \$1,500,000.00 payment was an investment in Canamex (which was never successful)—not in  
14 Eldorado.

- 15 ➤ On June 3, 2007, Huerta e-mailed Harlap: “[P]lease visit the website  
16 ([www.CanaMexNevada.com](http://www.CanaMexNevada.com)) for the project that we spoke about and let either Jacob or  
17 myself know your level of interest in investing. I’ve been making some more progress with  
18 the development over the past few weeks and am very excited about the potential.”<sup>38</sup>  
19 ➤ On June 7, 2007, Harlap e-mailed Huerta: “As for the investment I see myself allocating \$1.5

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20 <sup>34</sup> *Id.*, 19:15-19.

21 <sup>35</sup> Nanyah impliedly argues that the Rogich Trust’s alleged obligation under the Purchase Agreements attached to  
22 the Rogich Trust’s membership interest, and therefore, when the Eliades Trust purchased that membership interest, it  
23 assumed that obligation. Again, Nanyah has not cited any legal authority for this conclusion, nor has it cited any  
24 language in the Purchase Agreement showing that this so-called obligation attached to the Rogich Trust’s obligation  
through a security interest. Even if it did, there are questions of fact regarding the Eliades Trust’s status as a Protected  
Purchaser under NRS 104.8303. (*See* Def. Peter Eliades’, as Trustee of the Eliades Survivor Trust of 10/30/08,  
Responses to Nanyah Vegas, LLC’s Second Set of Interrogatories, 3:11-21, attached as Exhibit 1-A.)

25 <sup>36</sup> *See, e.g.*, Ex. 2 to Mot., Exhibit A.

26 <sup>37</sup> Canamex Articles of Organization, attached as Exhibit 1-B; *see also* Nanyah Vegas, LLC N.R.C.P. 30(b)(6)  
Dep. Trans., 13:9-14:3, attached as Exhibit 1-C.

27 <sup>38</sup> (Attached as Exhibit 1-D., NAN\_000234-36.) Any documents beginning with the prefix “NAN\_” were  
28 produced by Nanyah and are therefore self-authenticating. *See Anand v. BP West Coast Prods., LLC*, 484 F.Supp.2d  
1086, 1092 n.11 (C.D. Cal 2007) (“Documents produced in response to discovery requests are admissible on a motion  
for summary judgment since they are self-authenticating and constitute the admissions of a party opponent.”).



million U.S. money for it.”<sup>39</sup>

- On December 3, 2007, Huerta organized Canamex by filing the Articles of Organization.<sup>40</sup>
- On December 4, 2007, Huerta provided wiring instructions to Harlap for Nanyah’s \$1,500,000.00 investment: “Bank Account Name: CanaMex Nevada, LLC, Bank Contact Name: Melissa Dewindt.”<sup>41</sup>
- On December 4, 2007, Huerta opened a bank account in the name of Canamex at Nevada State Bank with a \$3,000.00 deposit.<sup>42</sup>
- On December 6, 2007, Harlap’s \$1,500,000.00 investment was deposited into Canamex’s bank account at Nevada State Bank.<sup>43</sup>
- On December 7, 2017, Summer Rellamas, a Go Global employee, emailed Harlap thanking him for “your recent investment into Canamex Nevada, LLC.”<sup>44</sup>
- Over the next several months, Go Global (*i.e.*, Huerta and/or Rellamas) continuously provided Harlap (*i.e.*, Nanyah) with updates on Canamex.<sup>45</sup>
- On April 12, 2008, Go Global sent Harlap a 2007 K-1 reflecting Nanyah’s ownership in Canamex. Specifically, it confirmed that Nanyah had invested \$1,500,000.00 and owned 99% of Canamex.<sup>46</sup> Nanyah continued to receive K-1s from Canamex on an annual basis.<sup>47</sup>

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<sup>39</sup> *Id.*

<sup>40</sup> Ex. 1-B.

<sup>41</sup> Attached as Exhibit 1-E, NAN\_000241-45.

<sup>42</sup> Attached as Exhibit 1-F, NAN\_000392-93.

<sup>43</sup> *Id.*

<sup>44</sup> Attached as Exhibit 1-G, NAN\_000248-49.

<sup>45</sup> Attached as Exhibit 1-H, NAN\_000250-51; Attached as Exhibit 1-I, NAN\_000256-64; Attached as Exhibit 1-J, NAN\_000265-68.

<sup>46</sup> Attached as Exhibit 1-K, NAN\_000269-72.

<sup>47</sup> Attached as Exhibit 1-L, NAN\_000389-91.

### III. ARGUMENT RELATING TO JOINDER

#### A. Nanyah's Unjust Enrichment Claim is Barred by NRS 11.190(2)(c).

As set forth in the Joinder, the Nevada Supreme Court has determined the appropriate accrual rule for an unjust enrichment claim. Specifically, an unjust enrichment claim accrues under NRS 11.190(2)(c) when retention of the benefit becomes inequitable.<sup>48</sup> *Actual or constructive knowledge of the potential claim (i.e., the discovery rule) is omitted from the Nevada Supreme Court's accrual rule.*<sup>49</sup>

The Nevada Supreme Court's accrual rule is also consistent with the language of the statute, which explicitly omits a discovery rule. NRS 11.190(2)(c). The Nevada Supreme Court recently held that the discovery rule was irrelevant when a similar statute of limitations did not include any such language. *See, e.g., Dreyer-Lefevre v. Morissette*, 127 Nev. 1131, 373 P.3d 910, at \*2 (July 1, 2011) (“[W]e note that while the Legislature has seen fit to expressly apply the discovery rule to other causes of action, it is notably absent from NRS 11.190(4)(e). Therefore, we conclude that the discovery rule does not apply to a cause of action that NRS 11.190(4)(e) controls.”) (internal citations omitted).<sup>50</sup> Further, the Nevada Supreme Court's accrual rule is consistent with numerous other jurisdictions, which outright rejected a discovery rule for the purposes of an unjust enrichment claim. *See, e.g., East-West, LLC v. Rahman*, 873 F.Supp.2d 721, 730 (E.D. Va. 2012) (“The statute of limitations for unjust enrichment begins to run at the time the unjust enrichment occurred not when a party ‘knew or should have known’ of the unjust enrichment.”) (citation omitted); *Elliott v. Quest Comm. Corp.* 25 A.D.3d 897, 898 (N.Y. App. Div. 2006) (“In this regard, we simply disagree with Supreme Court's analysis that the funds rightfully received by Phoenix in 1995 did not become

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<sup>48</sup> Reversal Order, Ex. 1 to Joinder (“Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so.”).

<sup>49</sup> *Id.*

<sup>50</sup> Nanyah relies primarily on *Petersen v. Bruen* for application of a discovery rule. (Opp'n/Ctrmot., 26:16-27:11.) The *Petersen* case, which dealt with a claim for child abuse, could not be more different from Nanyah's claim for unjust enrichment. **Further, the Petersen Court actually rejected a discovery rule for child abuse claims because the legislature had not codified one.** Instead, recognizing the policy rationale for allowing certain child abuse victims to be able to pursue these claims once they reach adulthood, the Nevada Supreme Court provided a narrow exception to the statute of limitations which allowed time-barred claims to go forward if there was clear and convincing evidence of abuse. *Petersen v. Bruen*, 106 Nev. 271, 281-82, 792 P.2d 18, 25 (1990). Those underlying policies clearly do not apply to Nanyah's claim for unjust enrichment.

wrongfully retained until plaintiff's purported ownership interest was actually repudiated.").

1. *The Law of the Case Doctrine Does Not Preclude This Court From Ruling on Accrual of Nanyah's Unjust Enrichment Claim.*

Instead of addressing the legal authority above, Nanyah simply mentions the law of the case doctrine and concludes that this Court cannot rule on the accrual of its unjust enrichment claim. Nonsense. "The law-of-the-case doctrine provides that when an appellate court decides a principle or rule of law, that decision governs the same issues in subsequent proceedings in that case." *Dictor v. Creative Mgmt. Serv., LLC*, 126 Nev. 41, 44, 223 P.3d 332, 334 (2010). That being said, "the doctrine does bar the court from hearing and adjudicating issues not previously decided...." *Id.*

The Nevada Supreme Court did **not** decide when Nanyah's unjust enrichment claim accrued. Instead, the Nevada Supreme Court set forth the relevant accrual rule, and directed this Court to decide when Nanyah's unjust enrichment claim accrued under that particular rule. Specifically, it instructed this Court to determine whether Nanyah's \$1,500,000.00 payment was an investment or a loan. The law of the case "doctrine only applies to issues previously determined, not to matters left open by the appellate court." *D.R. Horton v. Betsinger*, 130 Nev. Adv. Op. 84, 335 P.3d 1230, 1232 n. 4 (2014) (citation omitted). That is precisely what the Joinder seeks to do—have this Court decide an issue left open by the Nevada Supreme Court (*i.e.*, the accrual of the unjust enrichment claim).

If anything, the law of the case doctrine precludes Nanyah's argument that the discovery rule may be used to toll accrual of its unjust enrichment claim, ***because the Nevada Supreme Court made no such holding in its Reversal Order.*** See *Hsu v. Cty. of Clark*, 123 Nev. 625, 629-30, 173 P.3d 724, 728 (2007) ("When an appellate court states a principle or rule of law necessary to a decision, the principle or rule becomes the law of the case and must be followed throughout its subsequent progress....") (citation omitted). But it certainly does not preclude the relief sought by the Joinder. It also does not preclude the relief sought in the SJ Motion, which addresses numerous other claims for relief that were not yet at issue at the time of the Reversal Order.

2. *The Undisputed Evidence Now Confirms That Nanyah's Unjust Enrichment Claim is Solely Based on Eldorado's Alleged Failure to Issue a Membership Interest in December of 2007.*

As set forth above and in the Joinder, it is now undisputed that Nanyah's unjust enrichment claim is based on the theory that Nanyah invested \$1,500,000.00 in exchange for a membership interest in Eldorado. In Nanyah's own words:

Mr. Harlap's testimony was absolutely crystal clear that he invested \$1.5 million into Eldorado, was promised a membership interest and defendants have not honored that commitment.<sup>51</sup>

Pursuant to the accrual rule set forth by the Nevada Supreme Court in the Reversal Order, Nanyah's unjust enrichment claim accrued when it became inequitable for Eldorado to retain Nanyah's \$1,500,000.00 payment. Assuming, *as Nanyah claims*, that Nanyah was entitled to an Eldorado membership interest in exchange for its \$1,500,000.00 investment, it would be immediately inequitable for Eldorado to retain those funds if Eldorado (*i.e.*, Huerta) did not perform its end of the alleged bargain. *Elliott*, 25 A.D.3d at 898 ("Even assuming that the unjust enrichment claim is legally cognizable under these facts, it clearly accrued in 1995 (when plaintiff wired the money) or, at the latest, in 1996 (when Phoenix requested additional information and failed to timely issue a stock certificate."). Without issuance of the membership interest in 2007 or shortly thereafter, Eldorado supposedly obtained \$1,500,000.00 for nothing.<sup>52</sup>

Nanyah argues that none of its claims, including unjust enrichment, could have accrued until Defendants explicitly repudiated and Nanyah knew it was never going to get its membership interest or get paid back. Wrong. First, as explained above, the discovery rule does not apply. Second, assuming Nanyah's allegations are true, it is illogical to argue that Eldorado could retain those funds for any significant period of time based on the chance that it would issue a membership interest or pay Nanyah back in the future. Nanyah could have sued for unjust enrichment in 2008 as soon as the membership interest was not issued, and therefore, the claim had already accrued. Finally, any argument that Nanyah was just seeking to be paid back its \$1,500,000.00 is inconsistent with its allegations. Because this was an alleged investment and not a loan, Nanyah was not entitled to be

<sup>51</sup> Opp'n/Ctrmot., 21: n. 23.

<sup>52</sup> As explained in the Joinder, Eldorado did not ultimately retain these funds—Go Global did.

1 paid back its investment. Issuance of a membership interest in a corporate entity does not guarantee  
2 repayment of the investment, especially if Eldorado is unsuccessful. Pursuant to the Operating  
3 Agreement, members were entitled to share in the “income, gains, losses, deductions, credit, or  
4 similar items of, and to receive Distributions from, the Company....”<sup>53</sup> Further, they were obligated  
5 to make the following investment representation and warranty:

6 Economic Risk. By reason of each Member’s business and financial  
7 experience, each Member has the capacity to protect such Member’s  
8 interests in connection with the purchase of such Member’s Units and  
can bear the economic risk of such Member’s proposed investment,  
*including the loss of the entire amount of the investment.*<sup>54</sup>

9 As the Nevada Supreme Court considered in the Reversal Order, because Nanyah’s claim was based  
10 on an investment and not a loan, the accrual date would not be dependent on when Nanyah should be  
11 paid back. *It was dependent on when Nanyah should have received its Eldorado membership*  
12 *interest, and according to Nanyah’s allegations, that was in December of 2007.*

13 The Purchase Agreements are further proof that Nanyah’s unjust enrichment claim already  
14 accrued in December of 2007. They reference Nanyah as a “potential claimant.” They repeatedly  
15 state that the Rogich Trust is going to try to negotiate with Nanyah (amongst others) in order to  
16 resolve its claim. If Nanyah’s claim had not yet accrued, there would be nothing to resolve.  
17 Accordingly, Nanyah’s unjust enrichment claim is extinguished under NRS 11.190(2)(c).

18 **B. Nanyah’s Fraudulent Transfer Claim is Barred by NRS 112.230(a).**

19 According to Nanyah’s November 4, 2016 Complaint, “[t]he conveyances by Rogich Trust to  
20 the Eliades Trust constituted a ‘transfer’ of assets within the meaning of Nevada’s Uniform  
21 Fraudulent Transfer Act (the “UFTA”).”<sup>55</sup> Further, Nanyah alleged that the transfer occurred “about  
22 August or September of 2012....”<sup>56</sup> Finally, Nanyah alleged that “[i]t was not until December of  
23 2012, that Nanyah discovered that Rogich Trust purported to no longer own any interest in Eldorado  
24 *and that Rogich Trust’s interest in Eldorado had been transferred to Teld and/or the Eliades*

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26 <sup>53</sup> Ex. 8 to Opp’n/Ctrmot., §§ 2.18; 9.1; 17.12.

27 <sup>54</sup> *Id.*, § 17.5 (emphasis added).

28 <sup>55</sup> Compl., Case No. A-16-746239-C, ¶ 125.

<sup>56</sup> (*Id.*, ¶ 70.) Nanyah also alleged that “these documents were backdated to January 1, 2012....” (*Id.*)

1 *Trust.*<sup>57</sup> In sum, *Nanyah admits that the Rogich Trust transferred its Eldorado membership*  
2 *interest to the Eliades Trust in August or September of 2012, and that Nanyah discovered the*  
3 *transfer a few months later in December of 2012.*

4 As set forth in the SJ Motion, under NRS 112.230(1):

5 A claim for relief with respect to a fraudulent transfer or obligation  
6 under this chapter is extinguished unless action is brought:

7 (a) Under paragraph (a) of subsection 1 of NRS 112.180, within 4 years  
8 after the transfer was made or the obligation was incurred or, if later,  
9 within 1 year after the transfer or obligation was or could reasonably  
have been discovered by the claimant; [or]

10 (b) Under paragraph (b) of subsection 1 of NRS 112.180 or subsection  
11 1 of NRS 112.190, within 4 years after the transfer was made or the  
obligation was incurred....

12 Under either subsection, Nanyah’s fraudulent transfer claim expired four years from the transfer  
13 date. *Based on Nanyah’s own allegations*, the transfer date was in August or September of 2012.  
14 Nanyah’s fraudulent transfer claim was filed on November 4, 2016, and therefore, was  
15 “extinguished” by NRS 122.230(1).

16 Nanyah should have conceded defeat with respect to its fraudulent transfer claim as it did on  
17 its intentional interference with contract relations claim.<sup>58</sup> Instead, Nanyah has now argued—  
18 *directly contradicting its own allegations*—that its fraudulent transfer claim is not barred because a  
19 transfer did not actually occur in 2012.<sup>59</sup> Nanyah claims that “the only support for this contention is  
20 ... the defendants’ unsubstantiated contention that the transfer of the Rogich Trust’s membership  
21 interest occurred on or about that date.”<sup>60</sup> Wrong. Setting aside the enigma of how a fraudulent  
22 transfer claim can be asserted if a transfer did not actually occur, the fact remains that there is  
23 evidentiary support for the transfer date through *Nanyah’s own allegations*. See *Whittlesea Blue*  
24 *Cab Co. v. McIntosh*, 86 Nev. 609, 611, 472 P.2d 356, 357 (1970) (recognizing that “a pleading

25  
26 <sup>57</sup> *Id.*, ¶ 83.

27 <sup>58</sup> Opp’n/Ctrmot., 30:3-4.

28 <sup>59</sup> *Id.*, 38:23-40:3.

<sup>60</sup> *Id.*, 4-7.

1 containing an admission is admissible against the pleader....”). Additionally, the January 1, 2012  
2 Membership Interest Assignment Agreement states as follows:

3 Rogich hereby transfers and conveys the Membership Interest including  
4 all of his rights, title and interest of whatever kind or nature in the  
5 Membership Interest to Eliades, and Eliades hereby acquires the  
Membership Interest from Rogich, *upon receipt of the Consideration*  
*(as defined herein below) at closing.*<sup>61</sup>

6 Accordingly, the transfer occurred upon payment of the \$682,080.00 set forth in Section 2 of the  
7 Membership Interest Assignment Agreement. Contrary to Nanyah’s contention that the SJ Motion  
8 does not contain proof of the transfer date, it actually includes proof of the \$682,080.00 payment.  
9 The date on the check is August 10, 2012, which is consistent with Nanyah’s allegation that the  
10 transfer took place at that time.<sup>62</sup>

11 Nanyah further argues that the transfer could not have occurred without issuance of a  
12 membership certificate.<sup>63</sup> Yet, the Amended and Restated Operating Agreement explicitly states the  
13 following: “The Company may, but is not required to, issue a certificate to the Members to evidence  
14 the interest.”<sup>64</sup> Further, Nanyah’s citation to NRS 112.200(b) is puzzling. Perfection applies to a  
15 security interest under Article 9—not to an investment in an LLC. In fact, under NRS 86.401, a  
16 creditor cannot enforce any type of judgment lien (other than a charging order) on an interest in an  
17 LLC. Accordingly, the transfer occurred pursuant to NRS 112.200(3), which states that “[i]f  
18 applicable law does not permit the transfer to be perfected as provided in subsection 1, the transfer is  
19 made when it becomes effective between the debtor and the transferee.” The Rogich Trust’s transfer  
20 to the Eliades Trust became effective upon payment of the consideration on August 10, 2012.  
21 Therefore, Nanyah’s fraudulent transfer claim was filed more than four years from the transfer date  
22 of August 10, 2012, and is therefore extinguished by NRS 122.230(1).

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26 <sup>61</sup> Ex. 7 to Mot., § 1 (emphasis added).

27 <sup>62</sup> Ex. 9 to Mot.

28 <sup>63</sup> Opp’n/Ctrmot., 39:20-23.

<sup>64</sup> Ex. 6 to Mot., § 10.2.

1 **C. The 10 Year Statute of Limitations Under NRS 104.3118(2) Does Not Apply to the**  
2 **Claims Against the Eliades Defendants.**

3 Nanyah claims that the 10 year statute of limitations under NRS 104.3118(2) is applicable to  
4 all of its pending claims.<sup>65</sup> The statute states the following:

5 [I]f demand for payment is made to the maker of a note payable on  
6 demand, an action to enforce the obligation of a party to pay the note  
7 must be commenced within 6 years after the demand. If no demand for  
8 payment is made to the maker, an action to enforce the note is barred if  
neither principal nor interest on the note has been paid for a continuous  
period of 10 years.

9 This statute is contained within Nevada’s version of Article 3 of the Uniform Commercial Code,  
10 which applies only to negotiable instruments. In order to fit within the narrow ambit of Article 3, the  
11 instrument at issue must be negotiable. Astoundingly, Nanyah is arguing that its oral agreement to  
12 invest \$1,500,000.00 in exchange for an Eldorado membership interest is “equivalent to a demand  
13 note.” Not only is this argument illogical, it does not conform to any portion of Article 3.

14 To be sure, NRS 104.3118(2) applies solely to a “note.” “An instrument is a ‘note’ if it is a  
15 promise.” NRS 104.3104(5). Yet, a “promise” is defined as “*written* undertaking to pay money  
16 *signed by the person undertaking to pay.*” NRS 104.3103(1)(h) (emphasis added). Harlap  
17 (Nanyah’s sole principal) has confirmed that Nanyah’s claims are based on a verbal agreement.<sup>66</sup>  
18 Further, as explained above, none of the Purchase Agreements contain an undertaking by any the  
19 Eliades Defendants to pay Nanyah anything.<sup>67</sup> Accordingly, with respect to the claims against the  
20 Eliades Defendants, they do not comply with the strictures of Article 3, and NRS 104.3118(2) is  
21 inapplicable.

22  
23  
24  
25 <sup>65</sup> As explained above, Nanyah cites NRS 114.3118, which does not exist. In fact, Chapter 114 no longer exists.  
26 In any event, based on the latter portion of the statute and the tenor of the argument, Nanyah appears to have made a  
typographical error and is actually referring to NRS 104.3118.

27 <sup>66</sup> Ex. 3 to Mot., Dep. Trans. of Yoav Harlap, 10:6-9.

28 <sup>67</sup> Further, the Purchase Agreements contain many additional duties and obligations and would therefore run afoul  
of NRS 104.3104(c).



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NRS 11.190(2)(c) is the only applicable statute of limitations to Nanyah's unjust enrichment claim. Based on Nanyah's allegations that it was entitled to receive an Eldorado membership interest at the time of its \$1,500,000.00 investment, the claim accrued in December of 2007, and is therefore time-barred under that four year statute of limitations. Summary judgment should be entered in favor of Eldorado dismissing Nanyah's unjust enrichment claim. Further, for the reasons set forth above as well as those contained in the Rogich Defendants' briefing, summary judgment should be entered dismissing the remainder of Nanyah's claims against the Eliades Defendants.

#### IV. ARGUMENT RELATING TO NANYAH'S COUNTERMOTION FOR SUMMARY JUDGMENT

##### A. Nanyah's Countermotion for Summary Judgment is Procedurally Improper.

On September 11, 2014, in conjunction with Eldorado's first Motion for Summary Judgment against Nanyah, this Court informed Nanyah that it "rarely" considers countermotions. Specifically, the Court stated as follows:

And let me indicate to both of you that I rarely consider countermotions because I'm concerned about the due process rights of the parties. When a motion is filed and then a countermotion is filed it doesn't allow for a full briefing so I rarely consider them.<sup>68</sup>

When Nanyah disregarded this admonition and began to argue its countermotion, the Court repeated itself:

You know I'm really – I don't want to cut you off from making your record but I'm really not inclined to deal with a dispositive request for relief when there's not due process to both sides. If you believe you have a cause of action then file your motion and give them a chance to fully brief it; give me the chance to fully digest the facts and determine the law.<sup>69</sup>

Apparently Nanyah decided to ignore the Court yet again by tacking a substantial Countermotion for Summary Judgment to its lengthy Opposition. Further, because the original Motion for Summary Judgment primarily addresses statute of limitations arguments, Nanyah violated EDCR 2.20(f) by

<sup>68</sup> Tr. of Proceedings, Sep. 11, 2014, 6:7-10, attached as Exhibit 2.

<sup>69</sup> *Id.*, 14:7-11.

addressing unrelated issues in its Countermotion (*e.g.*, whether Nanyah had an implied-in-fact contract with Eldorado, whether Nanyah is a third-party beneficiary). Finally, Nanyah violated EDCR 2.20(a) by not obtaining permission from the Court to file a 54 page brief—**24 pages over the limit**. For those reasons alone, the Countermotion should be denied.

**B. Nanyah Did Not Plead a Contractual Claim Against Eldorado—It Only Pled an Unjust Enrichment Claim.**

Nanyah’s unjust enrichment claim against Eldorado has been pending since July 31, 2013, *almost five years ago*.<sup>70</sup> Nanyah amended its July 31, 2013 Complaint, *yet did not add a contractual claim against Eldorado*.<sup>71</sup> Nanyah also filed a new lawsuit against the Rogich Defendants and the Eliades Defendants, *yet did not add a contractual claim against Eldorado*.<sup>72</sup>

Now, *approximately three months before trial and well past the deadline to amend pleadings*, Nanyah seeks summary judgment regarding a purported implied-in-fact contract claim against Eldorado that is nowhere to be found within its pleadings. Implied-in-fact contract and unjust enrichment are markedly different legal theories. *See Certified Fire Prot. Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 379-82, 283 P.3d 250, 256-57 (2012). An implied-in-fact contract is a “true contract,” while an unjust enrichment claim can only exist in the absence of a contract. *Id.* As it pertains to Eldorado, *Nanyah has only pled the latter—not the former*. Suffice it to say that summary judgment cannot be entered on a contractual claim that does not exist. Therefore, the Countermotion should be denied.<sup>73</sup>

**C. Nanyah Has Not Shown An Implied-In-Fact Contract With Eldorado.**

Even assuming this Court permits Nanyah to proceed on a claim it never pled during the pendency of this litigation, the fact remains that Nanyah failed to prove an implied-in-fact contract with Eldorado. “To find a contract implied-in-fact, the fact-finder must conclude that the parties

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<sup>70</sup> Compl., Case No. A-13-686303-C, filed July 31, 2013.

<sup>71</sup> First. Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

<sup>72</sup> Compl., Case. No. A-16-746239-C, filed Nov. 4, 2016.

<sup>73</sup> Regardless, an oral implied-in-fact contract claim has the same statute of limitations as an unjust enrichment claim. NRS 11.190(2)(c) (“An action upon a contract, obligation or liability not founded upon an instrument in writing.”). Therefore, even assuming Nanyah is able to pursue this unpled contract claim, it is also time-barred for the reasons set forth above.

intended to contract and promises were exchanged, *the general obligations for which must be sufficiently clear.*” *Certified Fire Prot.*, 128 Nev. at 380, 283 P.3d at 256 (emphasis added). The obligations which supposedly comprise this implied-in-fact contract between Eldorado and Nanyah are a mystery. In particular, what “membership interest” did Nanyah supposedly contract to receive for its \$1,500,000.00 investment? What percentage of Eldorado Hills was Nanyah contractually entitled to own? Would that membership interest reduce Go Global’s or Rogich’s existing membership interest, and if so, by how much? Would Nanyah have any voting rights? Would Nanyah have any managerial rights? Would Nanyah be bound by the Operating Agreement? Would Nanyah have an obligation to comply with capital calls? Without proof that these obligations were discussed and agreed upon, there is not nearly enough certainty or detail to conceive an implied-in-fact contract for an investment in an LLC. *See id.* (“There are simply too many gaps to fill in the asserted contract for quantum meruit to take hold.”).

Further, contrary to Nanyah’s interpretation of the Operating Agreement in December of 2007, Huerta did *not* have unilateral authority to *orally* agree to transfer an Eldorado membership interest. Under Section 11.5, “no Member shall be entitled to transfer, assign[,] convey, sell, encumber or in any way alienate all or any part of such Member’s Membership Interest ... *except with prior Written consent of the Board....*”<sup>74</sup> Eldorado’s Board of Managers was comprised of Go Global (*i.e.*, Huerta) and Rogich.<sup>75</sup> Nanyah failed to provide this Court with any *written consent* by Eldorado’s Board (either by Go Global, Rogich, or both) which authorized the sale of any Eldorado membership interest to Nanyah or the transfer of any portion of Go Global or the Rogich Trust’s Eldorado membership interest to Nanyah.

Finally, much of Nanyah’s Countermotion is comprised of arguments that Huerta’s testimony *in 2014* is conclusively binding on Eldorado and that Eldorado cannot rebut his assertions.<sup>76</sup> Puzzlingly, in one instance, Nanyah cites to various hearsay statutes for this proposition.<sup>77</sup> *Palmer v.*

<sup>74</sup> Ex. 8 to Opp’n/Ctrmot., § 11.5 (emphasis added).

<sup>75</sup> *Id.*, § 2.6; § 5.3.

<sup>76</sup> *See, e.g.*, Opp’n/Ctrmot., 13:28-14:6; 48:1-49:6; 50:18-20.

<sup>77</sup> *Id.*, 13:28-14:6 (citing NRS 51.035(3)).

*Pioneer Inn Assoc. Ltd.*, 118 Nev. 943, 961, 59 P.3d 1237, 1248 (2002) (“[W]e specifically note that an employee does not ‘speak for’ the organization simply because his or her statement may be admissible as a party-opponent admission.”) (citation omitted). Yet, the facts are undisputed that Huerta sold his Eldorado membership interest approximately *six years* before his deposition.<sup>78</sup> He also resigned any Eldorado managerial authority approximately *six years* before his deposition.<sup>79</sup> As a *former* Eldorado representative, he had absolutely no authority to bind Eldorado with his testimony in 2014. *See, e.g., Rebel Comm., LLC v. Virgin Valley Water Dist.*, No. 2:10-cv-00513-LRH-GWF, 2011 WL 677308, at \*8 (D. Nev. Feb. 15, 2011) (“[B]ecause the former employee no longer is an agent of the corporation, *she cannot make revelations that bind the corporation as evidentiary admissions....*”) (citation omitted) (emphasis added); *Brown v. St. Joseph Cty.*, 148 F.R.D. 246, 252 (N.D. Ind. 1993) (“[F]ormer employees cannot bind the organization, *and their statements cannot be introduced as admissions of the corporation.*”) (citation omitted) (emphasis added). It is even more outrageous that Nanyah would argue that Huerta’s 2014 testimony bound Eldorado *when Huerta was suing Eldorado at that time, and in a separate 2014 deposition, Huerta testified as the 30(b)(6) representative for Nanyah.*<sup>80</sup>

Bottom line: even with Huerta’s biased, non-binding 2014 testimony, Nanyah has submitted insufficient evidence to create an implied-in-fact contract between Eldorado and Nanyah. Therefore, the Countermotion should be denied.<sup>81</sup>

**D. Nanyah Has Not Shown That it Invested \$1,500,000.00 in Eldorado Hills.**

Nanyah seeks summary judgment “that it invested \$1.5 million into Eldorado.”<sup>82</sup> Yet, the documentary evidence indicates otherwise. As explained in detail above:

- On June 3, 2007, Huerta e-mailed Harlap: “[P]lease visit the website

<sup>78</sup> Ex. 2 to Mot.

<sup>79</sup> *Id.*, § 3.

<sup>80</sup> *See generally* Nanyah Vegas, LLC Dep. Trans., attached as Exhibit 1-C.

<sup>81</sup> To the extent that Nanyah tries to argue that its alleged implied-in-fact contract is an obligation by Eldorado to repay \$1,500,000.00, it would also be barred by the statute of frauds. NRS 111.220(4) (loans for more than \$100,000 must be in writing).

<sup>82</sup> Opp’n/Ctrmot., 45:19-20.

([www.CanaMexNevada.com](http://www.CanaMexNevada.com)) for the project that we spoke about and let either Jacob or myself know your level of interest in investing. I've been making some more progress with the development over the past few weeks and am very excited about the potential.”<sup>83</sup>

- On June 7, 2007, Harlap e-mailed Huerta: “As for the investment I see myself allocating \$1.5 million U.S. money for it.”<sup>84</sup>
- On December 3, 2007, Huerta organized Canamex by filing the Articles of Organization.<sup>85</sup>
- On December 4, 2007, Huerta provided wiring instructions to Harlap for Nanyah’s \$1,500,000.00 investment: “Bank Account Name: CanaMex Nevada, LLC, Bank Contact Name: Melissa Dewindt.”<sup>86</sup>
- On December 4, 2007, Huerta opened a bank account in the name of Canamex at Nevada State Bank with a \$3,000.00 deposit.<sup>87</sup>
- On December 6, 2007, Harlap’s \$1,500,000.00 investment was deposited into Canamex’s bank account at Nevada State Bank.<sup>88</sup>
- On December 7, 2017, Summer Rellamas, a Go Global employee, emailed Harlap thanking him for “your recent investment into Canamex Nevada, LLC.”<sup>89</sup>
- Over the next several months, Go Global (*i.e.*, Huerta and/or Rellamas) continuously provided Harlap (*i.e.*, Nanyah) with updates on Canamex.<sup>90</sup>
- On April 12, 2008, Go Global sent Harlap a 2007 K-1 reflecting Nanyah’s ownership in Canamex. Specifically, it confirmed that Nanyah had invested \$1,500,000.00 and owned

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<sup>83</sup> (Ex. 1-D., NAN\_000234-36.) Any documents beginning with the prefix “NAN\_” were produced by Nanyah and are therefore self-authenticating. *See Anand v. BP West Coast Prods., LLC*, 484 F.Supp.2d 1086, 1092 n.11 (C.D. Cal 2007) (“Documents produced in response to discovery requests are admissible on a motion for summary judgment since they are self-authenticating and constitute the admissions of a party opponent.”)

<sup>84</sup> *Id.*

<sup>85</sup> Ex. 1-B.

<sup>86</sup> Ex. 1-E, NAN\_000241-45.

<sup>87</sup> Ex. 1-F, NAN\_000392.

<sup>88</sup> *Id.*

<sup>89</sup> Ex. 1-G, NAN\_000249-50.

<sup>90</sup> Ex. 1-H, NAN\_000250-51; Ex. 1-I, NAN\_000256-64; Ex. 1-J, NAN\_000265-68.

99% of Canamex.<sup>91</sup> Nanyah continued to receive K-1s from Canamex on an annual basis.<sup>92</sup> All of this evidence is proof that Nanyah invested in Canamex and not in Eldorado. And, as shown above, Huerta's testimony does not bind Eldorado or any of the other Defendants. Because Nanyah has failed to show the absence of a genuine issue of material fact with respect to its \$1,500,000.00 investment, summary judgment is inappropriate.

**E. The Eliades Defendants Do Not Owe Nanyah Any Duties Under the Purchase Agreements.**

Nanyah's request for a summary judgment finding of third-party beneficiary status against the Eliades Defendants is legally incorrect. Nanyah's theory is comparable to the failed third-party beneficiary argument advanced in *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 566 P.2d 819 (1977). Although there was an agreement whereby one party (Bonanza No. 2) agreed to pay a debt to Norman Lipshie, the other contracting party (Tracy Investment Company) did not agree to assume any such debt. Notably, in rejecting the third-party beneficiary claim against Tracy, the Court stated as follows:

Here, although Appellant was mentioned in the agreement and he would indeed receive a benefit, there was no promise, *at least on the part of Tracy*, to satisfy his indebtedness. The agreement between Tracy and Wolf provides only that the obligation of Bonanza to Lipshie for the amount of the extraordinary loan would survive the bankruptcy proceedings. The matter of negotiations between Tracy and Wolf, the intent of the parties, and the tenor of the agreement *make it plain that Tracy did not assume, or intend to assume, any obligation to Lipshie.*

*Id.* at 379-380, 566 P.2d at 825 (emphasis added).

The Eliades Defendants are in a similar posture to Tracy. Nanyah has not cited any language within the Purchase Agreements (or any other written agreement) which shows that any of the Eliades Defendants owed any sort of contractual obligation to Nanyah. On the contrary, the Purchase Agreements merely state that the Rogich Trust would negotiate with Nanyah (amongst others) to attempt to resolve its claim.<sup>93</sup> *Notably, the Rogich Trust—not Eldorado, Teld, Eliades,*

<sup>91</sup> Ex. 1-K, NAN\_000269-72.

<sup>92</sup> See, e.g., Ex. 1-L, NAN\_000389-91.

<sup>93</sup> As explained above and below, the claim had already accrued for statute of limitations purposes, and the

1 *nor the Eliades Trust—agreed to be solely responsible for Nanyah’s claim.*<sup>94</sup> Accordingly, there is  
2 no legal basis to find that the Eliades Defendants owed any contractual obligations to Nanyah as a  
3 third-party beneficiary.<sup>95</sup>

4 \*\*\*\*\*

5 Nanyah failed to fulfill its summary judgment burden of showing that: (1) it invested  
6 \$1,500,000.00 for an Eldorado (as opposed to Canamex) membership interest; (2) it had an implied-  
7 in-fact contract with Eldorado; or (3) the Eliades Defendants owed it any duties as a third-party  
8 beneficiary to the Purchase Agreements. Further, the Countermotion is procedurally improper  
9 because: (1) this Court does not entertain dispositive countermotions because of due process  
10 concerns; (2) it does not comply with EDCR 2.20(f) (countermotion must relate to issues in the  
11 original motion); and (3) it does not comply with EDCR 2.20(a) (page limits). Accordingly, the  
12 Countermotion should be denied in its entirety.

13 **V. ARGUMENT RELATING TO N.R.C.P. 56(F) RELIEF**

14 Nanyah’s Countermotion for N.R.C.P. 56(f) relief is limited to whether or not a membership  
15 certificate was provided to the Eliades Trust to effectuate the transfer from the Rogich Trust. The  
16 Eliades Defendants can save Nanyah the suspense of discovery—no such membership certificate  
17 was issued because no such membership certificate was required pursuant to the Amended and  
18 Restated Operating Agreement.<sup>96</sup> The transfer from the Rogich Trust to the Eliades Trust was  
19 governed by the January 1, 2012 Membership Interest Assignment Agreement, which effectuated the  
20 transfer upon payment of the agreed-upon consideration. Additional discovery on this issue is  
21 unnecessary because: (1) the membership certificate was not necessary nor was it issued; and (2) the  
22 fraudulent transfer claim was extinguished by NRS 112.230(1). Accordingly, Nanyah’s  
23 Countermotion for N.R.C.P. 56(f) relief should be denied.

24  
25 \_\_\_\_\_  
Purchase Agreements recognize that.

26 <sup>94</sup> See, e.g., Ex. 4 to Mot., § 8(c)(i).

27 <sup>95</sup> Eldorado is not even a party to any of the Purchase Agreements, and therefore, it is impossible for it to be liable  
to Nanyah as a third-party beneficiary.

28 <sup>96</sup> Ex. 6 to Mot., § 10.2.

VI. CONCLUSION

For the foregoing reasons, as well as the reasons contained within the SJ Motion and any reply in support thereof, summary judgment should be entered against Nanyah and in favor of the Eliades Defendants with respect to any and all claims against the Eliades Defendants.

DATED this 11th day of April, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman  
DENNIS L. KENNEDY  
JOSEPH A. LIEBMAN

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



**CERTIFICATE OF SERVICE**

I certify that I am an employee of BAILEY❖KENNEDY and that on the 11th day of April, 2018, service of the foregoing **DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S: (1) REPLY IN SUPPORT OF THEIR JOINDER TO MOTION FOR SUMMARY JUDGMENT; AND (2) OPPOSITION TO NANYAH VEGAS, LLC'S COUNTERMOTION FOR SUMMARY JUDGMENT AND FOR N.R.C.P. 56(F) RELIEF** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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IRREVOCABLE TRUST, and  
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ALEXANDER CHRISTOPHER  
TRUST, and GO GLOBAL, INC.

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

# EXHIBIT 1

# EXHIBIT 1

**DECLARATION OF JOSEPH A. LIEBMAN**

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am counsel of record for Defendants Peter Eliades, individually (“Eliades”) and as Trustee of The Eliades Survivor Trust of 10/30/08 (the “Eliades Trust”), Eldorado Hills, LLC (“Eldorado”), and Teld, LLC (“Teld”) (collectively, the “Eliades Defendants”).

2. I make this Declaration in support of Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC’s: (1) Reply in Support of Their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC’s Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief, filed in *Huerta v. Rogich, et al.*, Case No. A-13-686303-C, consolidated with *Nanyah Vegas, LLC v. Teld, LLC, et al.*, Case No. A-16-746239-C (the “Consolidated Action”).

3. Attached hereto as Exhibit 1-A is a true and correct copy of Defendant Peter Eliades’, as Trustee of the Eliades Survivor Trust of 10/30/08, Responses to Nanyah Vegas, LLC’s Second Set of Interrogatories.

4. Attached hereto as Exhibit 1-B is a true and correct copy of Canamex Nevada, LLC’s Articles of Organization, as requested and received by Bailey ♦ Kennedy from the Nevada Secretary of State.

5. Attached hereto as Exhibit 1-C is a true and correct copy of Nanyah Vegas, LLC’s N.R.C.P. 30(b)(6) Deposition Transcript.

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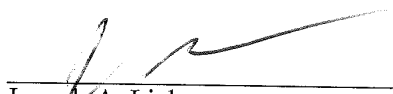
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6. Attached hereto as Exhibits 1-D through 1-L are true and correct copies of documents produced by Nanyah Vegas, LLC with its Third Supplemental N.R.C.P. 16.1 Production.

I declare under penalty of perjury that the foregoing is true and correct.  
EXECUTED this 11th day of April, 2018.

  
\_\_\_\_\_  
Joseph A. Liebman

**EXHIBIT 1-A**

**EXHIBIT 1-A**

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

vs.

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

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

**CONSOLIDATED WITH:**

Case No. A-16-746239C

**DEFENDANT PETER ELIADES', AS  
TRUSTEE OF THE ELIADES  
SURVIVOR TRUST OF 10/30/08,  
RESPONSES TO NANYAH VEGAS,  
LLC'S SECOND SET OF  
INTERROGATORIES**

**DEFENDANT PETER ELIADES', AS TRUSTEE OF THE ELIADES SURVIVOR TRUST  
OF 10/30/08, RESPONSES TO NANYAH VEGAS, LLC'S SECOND SET OF  
INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Nevada Rules of Civil Procedure, Defendant, Peter Eliades, as Trustee of the Eliades Survivor Trust of 10/30/08 ("Trustee"), by and through his counsel, Bailey ♦ Kennedy, hereby answers Plaintiff Nanyah Vegas, LLC's ("Nanyah") Second Set of Interrogatories as follows:

**PRELIMINARY STATEMENT**

1. Trustee does not waive any objection set forth herein by interposing these objections or by making any subsequent response to the Second Set of Interrogatories.

2. Trustee objects to the "Preliminary Definitions and Instructions" proposed by Nanyah to the extent that they purport to impose obligations upon Trustee greater than or different from those imposed by the Nevada Rules of Civil Procedure.

3. The objections and responses contained herein are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, admissibility, and any and all other objections and grounds to which the same statement would be subject to if delivered as live testimony at court. All such objections and grounds are expressly reserved by Trustee and may be interposed at the time of trial or in conjunction with any other use of these responses.

4. Trustee reserves the right to supplement his objections and responses to this Second Set of Interrogatories.

**RESPONSES TO SECOND SET OF INTERROGATORIES**

**INTERROGATORY NO. 5:**

If a promissory note exists that was signed by the Rogich Trust in favor of the Eliades Survivor Trust of 10/30/08 (the "Eliades Trust") for a loan for the purchase of any interest in Eldorado Hills, LLC ("Eldorado"), please identify each individual, including attorneys, involved in the drafting and review of that note.

1 **RESPONSE TO INTERROGATORY NO. 5:**

2 Trustee is unaware of any such promissory note.

3 **INTERROGATORY NO. 6:**

4 Explain, with particularity, why you accepted the Rogich Trust's interest in Eldorado in lieu  
5 of payment on any loan or debt owed to you by the Rogich Trust.

6 **RESPONSE TO INTERROGATORY NO. 6:**

7 The Rogich Trust pledged its Eldorado Hills membership interest as collateral for a debt to  
8 Teld. Accordingly, when the Rogich Trust could not pay back its debt to Teld, it was agreed that the  
9 Rogich Trust would transfer its Eldorado Hills membership interest to the Eliades Trust in exchange  
10 for forgiveness of the debt.

11 **INTERROGATORY NO. 7:**

12 If you contend that you are a bona fide purchaser for value of the Rogich Trust's interest in  
13 Eldorado, please identify all facts which support that contention.

14 **RESPONSE TO INTERROGATORY NO. 7:**

15 Objection. The term "Protected Purchaser" applies to an investment such as Eldorado Hills.  
16 To the extent Nanyah is referring to a "Protected Purchaser" under NRS 104.8303, Pete Eliades gave  
17 value (*i.e.*, debt forgiveness) in exchange for the Eliades Trust's interest in Eldorado Hills. Further,  
18 while the 2008 Membership Interest Purchase Agreement between Teld and the Rogich Trust (of  
19 which the Eliades Trust is not a party) referenced a "potential" claim by Nanyah, the Eliades Trust  
20 had no knowledge in 2012 that any such "potential" claim existed. Likewise, Nanyah's "potential"  
21 claim does not meet the definition of an "adverse claim" under NRS 104.8102(a).

22 **INTERROGATORY NO. 8:**

23 Describe with particularity, to the best of your ability, the contents of any conversations  
24 related to any investment(s) of capital in Eldorado made by the Eliades Trust. In so describing,  
25 please identify (1) the approximate date of each conversation, (2) the parties to the conversation, and  
26 (3) the content of the conversation.



**RESPONSE TO INTERROGATORY NO. 8:**

Objection. Capital investments by the Eliades Trust into Eldorado Hills are not likely to lead to the discovery of admissible evidence. Additionally, “any investment(s) of capital” is vague and ambiguous. Without waiving the foregoing objection, Pete Eliades recalls that there were various conversations regarding him or his entities providing funds to Eldorado Hills (whether structured as a loan or capital contribution). However, he does not presently recall any of the requested details of those conversations.

**INTERROGATORY NO. 9:**

Describe with particularity, to the best of your ability, the contents of any conversations related to the Eliades Trust's acquisition of a membership interest in Eldorado. In so describing, please identify (1) the approximate date of each conversation, (2) the parties to the conversation, and (3) the content of the conversation.

**RESPONSE TO INTERROGATORY NO. 9:**

Pete Eliades recalls that there were various conversations regarding The Eliades Survivor Trust's acquisition of a membership interest in Eldorado Hills. However, he does not presently recall any of the requested details of those conversations.

**INTERROGATORY NO. 10:**

Explain, with particularity, why the Eliades Trust paid for 60% of Eldorado's monthly expenses beginning in 2010.

**RESPONSE TO INTERROGATORY NO. 10:**

Objection. Interrogatory No. 10 assumes facts not in evidence (*i.e.*, that the Eliades Trust paid for 60% of Eldorado's monthly expenses beginning in 2010) and does not request information that is reasonably likely to lead to the discovery of admissible evidence. Without waiving the foregoing objections, as stated in the 2012 Membership Interest Assignment Agreement, the Rogich Trust was unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement, so Pete Eliades and/or his entities provided loans and contributions to Eldorado Hills.

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DATED this 13th day of February, 2018.

BAILEY❖KENNEDY

By: /s/ Joseph A. Liebman  
DENNIS L. KENNEDY  
JOSEPH A. LIEBMAN

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

VERIFICATION

I, Pete Eliades, declare as follows:

1. That I am the Trustee for The Eliades Survivor Trust of 10/30/08, the Defendant in the case of *Carlos A. Huerta, et al. v. Sig Rogich, et al.*, Case No. A-13-686303-C consolidated with *Nanyah Vegas LLC v. TELD, LLC, et al.* Case No. A-16-746239-C, pending in the Eighth Judicial District Court, Clark County, Nevada.

2. That I have read the above and foregoing DEFENDANT PETER ELIADES', AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, RESPONSES TO NANYAH LAS VEGAS, LLC'S SECOND SET OF INTERROGATORIES and know the contents thereof; and

3. That the same is true of my own knowledge.

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

EXECUTED on this 13<sup>th</sup> day of February, 2018.

THE ELIADES SURVIVOR TRUST OF 10/30/08

By   
PETE ELIADES, Trustee

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 13th of February, 2018, service of the foregoing **DEFENDANT PETER ELIADES', AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, RESPONSES TO NANYAH VEGAS, LLC'S SECOND SET OF INTERROGATORIES** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.  
THERESE M. SHANKS, ESQ.  
**ROBISON, SIMONS, SHARP &  
BRUST**  
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IRREVOCABLE TRUST, and  
IMITATIONS, LLC

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*Attorneys for Plaintiffs*  
CARLOS A. HUERTA,  
individually and as Trustee of THE  
ALEXANDER CHRISTOPHER  
TRUST, and GO GLOBAL, INC.

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

**EXHIBIT 1-B**

**EXHIBIT 1-B**



**ROSS MILLER**  
 Secretary of State  
 206 North Carson Street  
 Carson City, Nevada 89701-4299  
 (775) 684 6708  
 Website: secretaryofstate.biz

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20070818557-13</b> Filing Date and Time <b>12/03/2007 2:03 PM</b> Entity Number <b>E0821862007-6</b>
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## Articles of Organization Limited-Liability Company

(PURSUANT TO NRS 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. <b>Name of Limited-Liability Company:</b> (must contain approved limited-liability company wording; see instructions)	CanaMex Nevada, LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>	
2. <b>Resident Agent</b> <b>Name and Street Address:</b> (must be a Nevada address where process may be served)	Summer Reillas Name 3060 E. Post Rd., Suite 110 (MANDATORY) Physical Street Address City: Las Vegas State: Nevada Zip Code: 89120 (OPTIONAL) Mailing Address City: State: Zip Code:			
3. <b>Dissolution Date:</b> (OPTIONAL; see instructions)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. <b>Management:</b>	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Members (check only one box)			
5. <b>Name and Address of each Manager or Managing Member:</b> (attach additional page if more than 3)	Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address City: Las Vegas State: NV Zip Code: 89120 Name Address City: State: Zip Code: Name Address City: State: Zip Code:			
6. <b>Name, Address and Signature of Organizer:</b> (attach additional page if more than 1)	Carlos Huerta for Go Global Inc. Name Signature: 3060 E. Post Rd., Suite 110 Address City: Las Vegas State: NV Zip Code: 89120			
7. <b>Certificate of Acceptance of Appointment of Resident Agent:</b>	I hereby accept appointment as Resident Agent for the above named limited-liability company. <input checked="" type="checkbox"/> Authorized Signature of R.A. or On Behalf of R.A. Company Date: 12/3/07			

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form LLC-Art 2007  
Revised on 9/10/07

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JA\_001542

**EXHIBIT 1-C**

**EXHIBIT 1-C**

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## DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs, )

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. )

. . . . .

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

DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE  
OF NANYAH VEGAS, LLC  
(Pursuant to NRCP 30(b)(6))

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710

Job No. 9249



1     . . . . .  
2     ELDORADO HILLS, LLC, a     )  
3     Nevada limited liability     )  
4     company,     )  
5     Defendant/Counterclaimants,     )  
6         vs.     )  
7     CARLOS A. HUERTA, an     )  
8     individual, CARLOS A.     )  
9     HUERTA as Trustee of THE     )  
10    ALEXANDER CHRISTOPHER     )  
11    TRUST, a Trust established     )  
12    in Nevada as assignee of     )  
13    interests of GO GLOBAL,     )  
14    INC., a Nevada corporation,     )  
15    Plaintiffs/     )  
16    Counterdefendants.     )  
17    \_\_\_\_\_

1 APPEARANCES:

2 For Plaintiffs/Counterdefendants:

3 MCDONALD LAW OFFICES, PLLC  
4 BY: BRANDON B. MCDONALD, ESQ.  
5 2505 Anthem Village Drive  
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6 For Defendants/Counterclaimants:

7 LIONEL SAWYER & COLLINS  
8 BY: SAMUEL S. LIONEL, ESQ.  
9 BY: STEVEN C. ANDERSON, ESQ.  
300 South Fourth Street  
Suite 1700  
Las Vegas, NV 89101

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1	I N D E X	
2	WITNESS: CARLOS A. HUERTA	
3		PAGE
4	Examination By Mr. Lionel	5
5	Examination By Mr. McDonald	66
6	INDEX TO EXHIBITS	
7	EXHIBIT	PAGE
8	A	5
9	Notice of Taking Deposition of	
10	Nanyah Vegas, LLC's Person(s)	
11	Most Knowledgeable	
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1 (A discussion was held off the record between the court  
2 reporter and counsel, wherein counsel present agreed to  
3 waive the reporter requirements as set forth under NRCP  
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)

5 CARLOS A. HUERTA,  
6 having been first duly sworn to testify to the truth,  
7 the whole truth and nothing but the truth, was examined  
8 and testified as follows:

9  
10 EXAMINATION

11 BY MR. LIONEL:

12 Q Mr. Huerta, where do you live?

13 A Las Vegas.

14 Q Where in Las Vegas?

15 A Sierra Vista Ranchos.

16 MR. LIONEL: Off the record.

17 (Discussion off the record)

18 MR. LIONEL: Miss Reporter, would you mark  
19 this as Defense Exhibit A?

20 (Exhibit A marked)

21 BY MR. LIONEL:

22 Q Mr. Huerta, have you ever seen Exhibit A  
23 before, which is a Notice of Taking Deposition of  
24 Nanyah Vegas, LLC's Person Most Knowledgeable?

25 A Yes, sir.

1 Q Are you here today to testify as a Person Most  
2 Knowledgeable for Nanyah Vegas, LLC?

3 A Yes, sir.

4 Q Are you here today to testify with respect to  
5 Nanyah Vegas' Fourth Claim for Relief in the First  
6 Amended Complaint, as shown here in the second  
7 paragraph of Exhibit A?

8 A Yes, sir.

9 Q Thank you.

10 Mr. Huerta, you've had your deposition taken  
11 before; is that true?

12 A Yes, sir. You can call me Carlos, if that's  
13 easier for you during this time period, yeah.

14 Q Oh, fine.

15 When I refer to "Nanyah," I'm actually  
16 referring to Nanyah Vegas, LLC. Do you understand  
17 that?

18 A Understood.

19 Q Carlos, you've had your deposition taken  
20 before?

21 A Yes, sir.

22 Q Approximately how many times?

23 A 10.

24 Q Here in Nevada?

25 A Yes.



1 Q Are you familiar with what's involved in the  
2 taking of a deposition?

3 A I believe so.

4 Q Is there anything you want me to explain, or  
5 feel you need to explain?

6 A I don't think so.

7 Q Do you know of any reason why you cannot be  
8 deposed today?

9 A No, sir.

10 Q Where does the name Nanyah Vegas come from?

11 A It is a company that is actually Israeli, and  
12 it is controlled by Yoav Harlap. And he just --  
13 knowing that he was going to invest in the United  
14 States, he established an LLC in Nevada. And knowing  
15 that he was coming to the United States to invest, he  
16 formed this entity that basically mimics his Israeli  
17 company.

18 Q Did you have anything to do with the formation  
19 of his company?

20 A No.

21 Q He formed it. Did he have counsel at the  
22 time?

23 A We had a CPA that did it for him.

24 Q Who was that?

25 A You know, I'm not sure who we used, but it

1       could have been, probably was L.L. Bradford & Company.

2           Q       Who in L.L. Bradford?

3           A       I don't remember. But it could have been  
4       Dustin Lewis.

5           Q       Is Dustin Lewis an accountant who does work  
6       for Yoav Harlap?

7           A       There hasn't -- he would be. I don't believe  
8       there's been a lot of work. So I don't know that he's  
9       really done anything as of late.

10          Q       Let me talk a moment about Go Global, Inc.  
11       That is your company; is that correct?

12          A       It is.

13          Q       You're the president of that company?

14          A       Yes.

15          Q       Are you the sole shareholder?

16          A       Yes.

17          Q       Sole director?

18          A       There's no directors. Just the president, I  
19       believe.

20          Q       You are the only one who speaks for Go Global;  
21       is that correct?

22          A       Yes, sir.

23          Q       What is the business of Nanyah Vegas?

24          A       It was a single-purpose entity meant to invest  
25       in Las Vegas real estate.

1 Q Did it invest in Las Vegas real estate?

2 A Yes.

3 Q Was there more than one investment?

4 A No.

5 Q What was the real estate that was invested in?

6 A The property that's owned by Eldorado Hills,  
7 LLC, 160 acres on the way to Boulder City.

8 Q Nanyah Vegas, does it have a license to do  
9 business in Las Vegas?

10 A I don't know. Actually, I do know. I believe  
11 that it does not.

12 Q And it has not had one? Is that a fair  
13 statement?

14 A Well, it was incorporated in Nevada. So I  
15 think at one point, it did. So I'm not sure if it's  
16 been kept up.

17 Q Do you know if the company files tax returns?

18 A I believe that it does.

19 Q Have you ever seen any of the tax returns?

20 A I don't remember.

21 Q Beg your pardon?

22 A I don't remember.

23 Q You may have?

24 A I may have.

25 Q Where is the office of Nanyah?



1           A     The official office is at the 8880 West Sunset  
2     Road, third floor, I believe, in Las Vegas.

3           Q     Is that the Bradford address?

4           A     Correct.

5           Q     Have they ever used your office for any  
6     purpose?

7           A     Sure.

8           Q     What purpose?

9           A     To -- for this Eldorado Hills project.

10          Q     Does it have any files in your office with  
11     respect to that project or anything else?

12          A     We have -- probably have a file, yes, on  
13     Nanyah Vegas.

14          Q     That's your office at 1060 Post Road?

15          A     3060 Post Road.

16          Q     3060 Post Road?

17          A     Suite 110, yes.

18          Q     Does it have any employees?

19          A     No.

20          Q     Did it ever have any, that you know of?

21          A     No.

22          Q     Who is the manager of Nanyah?

23          A     Yoav Harlap.

24          Q     Do you have any role in management?

25          A     I'm the only contact person for Nanyah in

1 town. So whenever any kind of discussion comes about,  
2 I'm the person that is called upon.

3 Q Are you also the registered agent?

4 A I don't remember if I am or not.

5 Q If I tell you that the Secretary of State's  
6 office says that, would you say it may be so?

7 A Yes.

8 Q All right. And this situation, you tell me  
9 about being the only representative here in Nevada for  
10 the company, that situation has persisted since the  
11 company came into being; is that correct?

12 A Yes.

13 Q When did it come into being?

14 A I believe late 2007.

15 Q How do you place it?

16 A In terms of --

17 Q At that time?

18 A Oh. I remember meeting with Mr. Harlap and  
19 discussing this project in '07, and him investing in  
20 that year.

21 Q At that point in time, did you have some kind  
22 of a role with Eldorado Hills?

23 A Yes.

24 Q What were you at that time?

25 A I was a manager and a member.

1 Q During what years were you a manager and a  
2 member?

3 A Of Eldorado, I believe '05, '06, '07, '08.

4 Q That's through October 31 of '08? Fair  
5 statement?

6 A Correct.

7 Q Who were the investors in Nanyah?

8 A Just Yoav Harlap.

9 Q Did Jacob Feingold have a role in there?

10 A I don't believe so.

11 Q Did D & D Properties have a role?

12 A I don't believe so.

13 Q You're familiar with D & D Properties?

14 A I am.

15 Q Do you have any interest in Nanyah?

16 A No.

17 Q Did you ever?

18 A No.

19 Q Did Go Global ever have an interest?

20 A No.

21 Q How about Alexander Christopher Trust, did it  
22 ever have an interest?

23 A It did not.

24 Q And does not now?

25 A Correct.

1 Q Is there an Operating Agreement for Nanyah?

2 A I don't think so.

3 Q Did it have a bank account in the United  
4 States?

5 A I don't think so.

6 Q At any time?

7 A I don't think so.

8 Q Did Nanyah have a relation -- strike that.  
9 What is Canamex Nevada?

10 A It was an LLC that was formed by Sig Rogich  
11 and myself.

12 Q When?

13 A I believe it was 2007 or 2008.

14 Q For what purpose?

15 A To join with our neighboring property owner to  
16 the north. It was about a 150-acre property that was  
17 controlled mostly by a gentleman by the name of Mike  
18 Giroux. That's G-I-R-O-U-X.

19 Q Thank you.

20 A And we were going to put the Eldorado Hills  
21 property together with the 150 acres that Giroux  
22 controlled, mostly controlled. There was two other  
23 partners, I think, he had. And we were going to market  
24 all the property together, and work together in terms  
25 of the development as the -- the first thing that we



1 expected to come down the pike would be the improvement  
2 of the 95 by NDOT, and they were going to put a new  
3 interchange right along those properties.

4 Q Did you play a role in what you just told me,  
5 namely, putting these two properties together and  
6 exploiting them?

7 A Yes.

8 Q What did you do?

9 A Well, I had multiple meetings with the Giroux  
10 group, and actually one other adjacent owner there as  
11 well by the name of Lynn Goodfellow, and discussed that  
12 there would be the potential to have a better plan if  
13 we all went in together and coordinated the different  
14 uses. And I thought that it would increase the value  
15 of both properties. We had meetings with them. And we  
16 were going to proceed.

17 Q What, if anything, did you do in connection  
18 with proceeding with that plan?

19 A Formed Canamex Nevada, LLC; hired engineers to  
20 do an entire master plan, site plan, and renderings for  
21 the properties; and had come to an agreement with the  
22 Giroux group on how to do it; and was starting to raise  
23 the money for it.

24 Q What did you do in connection with trying to  
25 raise the money?

1 A Speak to investors like Harlap, and others.

2 Q Did you raise any money for it?

3 A Uh-huh. Yes.

4 Q Who from?

5 A I believe that it was mostly Go Global at the  
6 time.

7 Q How much did Go Global invest?

8 A I don't remember.

9 Q Do you have any idea?

10 A I don't remember.

11 Q Was it more or less than \$100,000?

12 A Probably would have been less than \$100,000.

13 Q Did Go Global have an interest in Canamex  
14 Nevada?

15 A Yes.

16 Q What kind of an interest did it have?

17 A I don't remember the percentage. Starting  
18 out, it probably was 50 percent, along with Sig  
19 probably would have been the other 50 percent, Sig  
20 Rogich.

21 Q Was the attempt to exploit it, by that I mean,  
22 an attempt to have sellers joined interest?

23 A The intention would have been to sell the  
24 majority, if not all of it. But we realized it would  
25 have taken time. I doubt that it would have been, in

1 other words, one purchaser that would buy all 310  
2 acres.

3 Q Did you prepare a lot of plans or ideas with  
4 respect to exploiting the property?

5 A Yes.

6 Q Did Canamex Nevada file tax returns?

7 A I don't think so. I don't think we ever got  
8 to that point.

9 Q Who invested money besides you --

10 A I don't think anyone.

11 Q -- besides Go Global?

12 A I don't think anybody else did.

13 Q Aside from this lawsuit and the claim in the  
14 lawsuit, did Nanyah have any relationship with Eldorado  
15 Hills, LLC?

16 MR. McDONALD: I'm going to object to the form  
17 of that question.

18 THE WITNESS: I guess, what type of  
19 relationship?

20 BY MR. LIONEL:

21 Q Any kind?

22 A Yeah, they were an investor, planned to own a  
23 piece of the company that owned it.

24 Q Are you talking about the claim in this  
25 lawsuit?



1           A     That's a legal question. So in terms of the  
2     claim in this lawsuit, I'm not sure how that all breaks  
3     out. So I'm not comfortable answering it. But they  
4     had a relationship with Eldorado Hills, yes. Any other  
5     relationship, I'm not exactly sure what you mean by  
6     that.

7           Q     Huh?

8           A     Any other relationship, I'm not exactly sure  
9     what you mean by that.

10          Q     Did they do any business with it?

11          A     They invested \$1.5 million.

12          Q     Anything else?

13          A     We talked about the project, and the future,  
14     and gave ideas to one another about what could happen  
15     there, strategized about it in terms of how to best  
16     market the property, and how to gain the most value out  
17     of it.

18          Q     Are you familiar with the Complaint in this  
19     action?

20          A     I am.

21          Q     Are you familiar with the Amended Complaint?

22          A     I think so, yes.

23          Q     Do you have any question? Would you like to  
24     see it?

25          A     No. Thank you.



1 Q Did you see both of them before they were  
2 filed?

3 A Yes.

4 Q You approved both and authorized the filing?

5 A Yes.

6 Q Paragraph 15 of the Complaint says that in  
7 2006 or 2007 -- let me get the precise language.

8 A Sure.

9 Q I'm reading paragraph 15 of the Amended  
10 Complaint. You have it in front of you there?

11 A Yes, sir.

12 Q "Subsequently in the years 2006 and 2007,  
13 Plaintiffs Robert Ray and Nanyah collectively invested  
14 \$1,783,561.60, with Nanyah's portion being \$1,500,000,  
15 collectively in Eldorado and were entitled to their  
16 respective membership interest."

17 Are you familiar -- you just looked at that  
18 paragraph?

19 A I did.

20 Q Is that what happened?

21 A Yes.

22 Q How do you place it in 2006 and -- strike  
23 that.

24 Was all that money invested at one time?

25 A No.

1 Q When was the Robert Ray money invested?

2 A Pretty sure it was '06.

3 Q When was the Nanyah money invested?

4 A '07.

5 Q Did you have anything to do with the Ray  
6 investment in 2006?

7 A Yes, sir.

8 Q What did you have to do with it?

9 A Told him about the project, and let him know  
10 that we were looking to raise money for it. And, I  
11 mean, I'm making it more brief than what had occurred.  
12 He obviously wanted to know about the project, and I  
13 explained it to him. And he came with a rather large  
14 investment on a short amount -- in a short amount of  
15 time in order for us to be able to close on the initial  
16 property with Rogich's client -- I think last name is  
17 Ryu, R-Y-U -- because we needed to raise extra money  
18 right before closing.

19 Q Tell me why he had to raise -- he had to raise  
20 extra money?

21 A Who's "he"?

22 Q Ray?

23 A No, no. Ray invested money. Sig Rogich and  
24 myself for Eldorado Hills had to raise extra money at  
25 the end because the loan that we had contemplated that

1 was going to come in wasn't going to be for the number  
2 that we were first told. So we needed to come up with  
3 extra cash. And we raised money from Robert Ray and  
4 Antonio Nevada in order to close.

5 Q This was in connection with the original  
6 acquisition by Eldorado Hills --

7 A Yes.

8 Q -- of the property?

9 A Exactly. And that's when Ray invested. Now,  
10 Ray invested actually more than the \$283,000, so you  
11 know, originally.

12 Q Tell me about it.

13 A I believe the number was \$500,000. And the  
14 way he -- kind of did it as a favor with the potential  
15 that he would be an investor in the future, so he made  
16 it in the terms of a loan. And once the -- I believe  
17 we got the property refinanced after the initial  
18 closing. And then there was a gentleman's agreement --  
19 I'm not sure if there was anything in writing -- that  
20 we would go to Robert Ray and say, "How much do you  
21 want to hold in the project?" He then told us how much  
22 he wanted back. So we cut him a check for a portion.  
23 And then he left the rest in the company as an equity  
24 investment.

25 Q Did you deal with him initially?



1 A Yes, sir.

2 Q Did you go to him, or did he come to you?

3 A I went to him.

4 Q When part of his half million dollars -- or --  
5 originally it was the half million a loan?

6 A Exactly.

7 Q Were there loan documents?

8 A I don't remember.

9 Q Do you remember signing any documents?

10 A Kind of, yes.

11 Q What does "kind of" mean?

12 A Well, it was eight years ago, you know. So I  
13 don't remember. I do remember signing something, but I  
14 couldn't swear to it unequivocally. Robert and I have  
15 known each other for a long time, so I don't think he  
16 would have required a document. But I probably gave  
17 him one. And I brought Robert also, by the way, to  
18 meet Sig Rogich about it.

19 Q You what?

20 A I brought Robert into the office to meet with  
21 Sig as well prior to the investment, so --

22 Q What office did you take him into?

23 A I think it was 3980 Howard Hughes, not the  
24 3883. But then Robert later came to the 3883 as well,  
25 so I can't remember which one was which.

1 Q Would you look at paragraph 17?

2 A Yes.

3 Q I'll read it. Paragraph 17 of the Amended  
4 Complaint:

5 "While Ray's interest in Eldorado are believed  
6 to have been preserved, despite contrary representation  
7 by Sigmund Rogich, Nanyah never received an interest in  
8 Eldorado while Eldorado retained the million five."

9 Why do you say his interests are believed to  
10 have been preserved?

11 A He still receives Kls from Eldorado Hills,  
12 LLC, and chose an ownership percentage in the entity.

13 Q And the tax returns showed his interest,  
14 didn't it?

15 A I believe so.

16 Q Do you know why in the original Complaint here  
17 he sues claiming he had no interest?

18 A Yes.

19 Q What's the reason?

20 A I think there's more than one reason.

21 Q I'm listening.

22 A There's been -- from what he's told us in a  
23 meeting, there's been zero reporting in terms of what's  
24 going on with the asset. There is a tenant on the  
25 property that presumably pays rent. Never seen any

1 kind of financials on the entity. He doesn't know how  
2 much money is going into the company. He doesn't know  
3 anything. So he wonders if his interest is even going  
4 to be honored, or accepted, or kept in the company at  
5 one point. We have an experience now -- he has an  
6 experience now on how other members' interests can  
7 suddenly vanish based upon an arbitrary decision by the  
8 current managers of the entity. So he doesn't know if  
9 his is going to be preserved. But he gets really no  
10 information other than a K1. There is no money coming  
11 in to him at all whatsoever. So there's a concern that  
12 his investment could be going up in a cloud of smoke as  
13 the others have.

14 Q Did this condition or situation prevail during  
15 the years that you were manager there in 2006, 2007,  
16 2008?

17 A This situation that I just described? Is that  
18 what you're asking?

19 Q Yes.

20 A No.

21 Q What did you do with Mr. Ray, for Mr. Ray, or  
22 to Mr. Ray during those years?

23 A I would update him on what's going on with the  
24 property; what offers we had coming in; what was going  
25 on in general with the development of the property; I



1 would send him site plans; I'd tell him what the  
2 potentials were with the Canamex Nevada project that we  
3 were going to try to go into. So he was kept up to  
4 date on a regular basis.

5 Q And you say that stopped once you left?

6 A No, I still was -- not once I left. I still  
7 was somewhat involved after the purchase of my  
8 interest, that has all of a sudden seemingly  
9 conveniently gone up in a cloud of smoke. But I still  
10 was involved with the project, and I still was doing  
11 things even up through '09. So I would keep Mr. Ray up  
12 to date probably to mid-'09.

13 Q These other things you talked about happened  
14 after that, are you saying?

15 A That's when Robert Ray's concerns escalated,  
16 let's just say.

17 Q Getting back to paragraph 17 --

18 A And by the way, another thing that I remember:  
19 I brought Robert Ray to see Sig Rogich after my  
20 interests were sold in Sig's office, and we spoke with  
21 Sig about the investment. So I would actually come  
22 with Robert and update him, and we gave him an update.  
23 And Sig, I remember saying that he would do the right  
24 thing in terms of everybody involved. But after that,  
25 I don't think there's been any other meetings.

1 Q When was this conversation?

2 A In '09.

3 Q When in '09? Do you remember?

4 A No, I don't remember the month.

5 Q Paragraph 17 says:

6 "Nanyah never received an interest in Eldorado  
7 while Eldorado retained the million five."

8 Is that correct?

9 A Yes, sir.

10 Q Is there any documentation that you know of  
11 with respect to the million five that Nanyah said was  
12 given to Eldorado?

13 A There is.

14 Q What is the documentation?

15 A We have Eldorado Hills' bank statements, for  
16 one, showing the 1.5 million.

17 Q Wait a minute.

18 A Sorry?

19 Q Bank statement of Eldorado?

20 A Eldorado Hills, LLC, Nevada State Bank. We  
21 also have an agreement --

22 Q Please.

23 A Oh, okay. Sure.

24 Q What was the date of that? Do you know?

25 A 2007. I'm not sure what month. It would have



1     been late 2007, probably December. But, again, it was  
2     seven years ago, or six and a half years ago.

3           Q     Okay. Go ahead.

4           A     Then there's an agreement that was signed in  
5     October 31st, 2008, that you referred to that date  
6     earlier.

7           Q     Agreement of what?

8           A     You referred to that date, October 31st, 2008.  
9     I believe it's called the Purchase Agreement.

10          Q     Uh-huh.

11          A     So Nanyah Vegas' investment was documented in  
12     that agreement, as was Mr. Ray's.

13          Q     Are you talking about the potential claimant  
14     list?

15          A     Uh-huh, yes.

16          Q     Anything else?

17          A     I don't know if there's anything else. There  
18     could be. I don't remember at the current time.

19          Q     You say some time, probably in December of  
20     2007, there's a bank statement of Eldorado from Nevada  
21     State Bank that shows a million and a half?

22          A     Yes.

23          Q     Did that million and a half remain there?

24          A     Eldorado Hills -- it remained in Eldorado  
25     Hills' account.

1 Q Until when?

2 A I don't remember. Some of it might have gone  
3 into Eldorado Hills', like an interest-bearing account  
4 as well.

5 Q You don't know about that? You say it may  
6 have gone --

7 A Yes.

8 Q -- in an interest-bearing account?

9 A That was associated to Eldorado Hills.

10 Q Huh?

11 A Yes, into an interest-bearing account with  
12 Eldorado Hills.

13 Q Like a money market account?

14 A I don't know what kind of interest bearing,  
15 but --

16 Q When you got -- start over. Withdraw.

17 Do you know of any documentation besides the  
18 bank statement you referred to and an agreement dated  
19 October 31, 2008, the Purchase Agreement?

20 A You asked that already. I said no --

21 Q I'm asking you again.

22 A I said I don't remember.

23 Q You don't remember?

24 A Correct. I said the same answer before,  
25 actually.

1 Q Where did the million -- was that a million  
2 five we're talking about?

3 A Yes, sir.

4 Q Where did the million five come from?

5 A From Nanyah Vegas.

6 Q I beg your pardon?

7 A From Nanyah Vegas, Nanyah.

8 Q Was it cash?

9 A No.

10 Q What was it? Give me the form of media.

11 A I believe it was a wire.

12 Q A wire? A wire from where?

13 A From Nanyah Vegas.

14 Q From Israel? From Las Vegas? From Clark  
15 County?

16 A I don't remember.

17 Q Did you see that wire?

18 A Literally?

19 Q Literally?

20 A No. Can't see a wire. It's electronic.

21 Q Did you see any evidence with respect to this  
22 wire you're talking about?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: Of course.

25 / / / / /

1 BY MR. LIONEL:

2 Q I beg your pardon?

3 A Of course.

4 MR. LIONEL: Would you read my question back,  
5 please?

6 (Record read)

7 THE WITNESS: The answer is: Of course I did.

8 BY MR. LIONEL:

9 Q What did you see?

10 A We already referred to it, the bank statement  
11 from 2007. The money went into Eldorado Hills'  
12 account, which I was a signer on.

13 Q The money came by wire; is that correct?

14 A I don't remember. You asked me, how did it  
15 come? I believe it was by wire. You asked me if it  
16 was cash. It definitely was not cash. So he either  
17 sent a check, or he sent a wire.

18 Q But if it came by wire, you don't know where  
19 the wire was sent from?

20 A Correct.

21 Q Where was it sent to?

22 A The 2007 Eldorado Hills, LLC, bank account  
23 that was at Nevada State Bank, in Nevada.

24 Q The wire was sent to the bank? Is that what  
25 you're saying?



1           A     Yes.

2           Q     So the money was wired from some place to  
3 Nevada State Bank to the account of Eldorado?

4           A     Correct.

5           Q     Did you know about it at the time?

6           A     Yes.

7           Q     How did you know about it?

8           A     I would speak with Yoav Harlap. And I was  
9 expecting it.

10          Q     You were expecting it?

11          A     Correct.

12          Q     Tell me what you talked to him about.

13          A     Six and a half years ago, I can't tell you  
14 exactly.

15          Q     I appreciate that.

16          A     But I would speak to him about the project;  
17 what we were planning on doing; that the exchange --  
18 interchange was going to be developed by NDOT; and that  
19 we were raising money to market the property, partially  
20 develop the property, and eventually sell the property;  
21 and that's what his investment would go to. Oh -- and  
22 we had a loan on the property that had to be serviced  
23 as well which Go Global had been servicing for months  
24 and months on its own, plus \$100,000 a month. So that  
25 was part of the investment as well.

1           So we talked about the project; what the money  
2       was going to go for; and what we planned on doing with  
3       the project.

4           Q     Did you instruct him to send the -- wire the  
5       money to Nevada State Bank to the account of Eldorado  
6       Hills?

7           A     Yes, sir.

8           Q     Were you notified when the money came in?

9           A     Yes.

10          Q     And that money went in the Eldorado account?

11          A     Yes.

12               MR. McDONALD: Asked and answered.

13               THE WITNESS: Yes.

14       BY MR. LIONEL:

15          Q     And then what happened to the money?

16               MR. McDONALD: I believe that's been asked and  
17       answered as well.

18               THE WITNESS: Eldorado Hills benefited from  
19       the money, and Eldorado Hills used the money.

20       BY MR. LIONEL:

21          Q     That was not my question. My question is:  
22       What happened to the million five?

23          A     My answer is Eldorado Hills accepted the  
24       money, and used the money.

25          Q     Did the money remain in that account for any

1 period of time?

2 A I believe so.

3 Q How long?

4 A I don't remember.

5 Q More than a week?

6 A In that account, I don't remember.

7 Q Was that money withdrawn within a week?

8 A I don't remember.

9 Q Did you withdraw it?

10 A Did I withdraw it?

11 Q Yes.

12 A I don't remember.

13 Q You may have?

14 A I don't remember.

15 Q Do you deny that you did?

16 A Did I deny it?

17 Q Yes.

18 A No, I said I don't remember. That's not

19 denying. Correct? I said I don't remember. You just

20 put words in my mouth. I don't appreciate that.

21 Q I'm not trying to put words, and I don't think

22 I put words in your mouth.

23 A You just did.

24 Q I'm just trying to find out what happened to

25 the million and a half.



1           A     Okay. Mr. Lionel, you just said that I denied  
2     it. And just before that I said I don't remember.

3           Q     I have a right to cross-examine and go  
4     further. And I think you've --

5           A     And I'm answering your question. The answer  
6     was, I do not remember.

7           Q     Then I'll ask you this question: Do you deny  
8     that you had that money put in a money market account?

9           A     I don't remember.

10          Q     Do you deny it?

11          A     No.

12          Q     Do you deny that on December -- that the day  
13     following the million and a half was wired into the  
14     Eldorado Hills account, you had that money transferred  
15     to the Eldorado money market account?

16          A     I don't remember what -- in what day that  
17     money was transferred. I have not looked at those bank  
18     statements. So, and I don't -- and I haven't looked at  
19     the accounting records in a long time.

20          Q     Do you still have the bank statement?

21          A     I believe so. I think they should have been  
22     produced in this litigation, too.

23          Q     I do, too.

24          A     Oh, okay.

25                 MR. LIONEL: Brandon?



1 MR. McDONALD: I'll look for them.

2 BY MR. LIONEL:

3 Q Would you have records of any transfer to this  
4 money market account?

5 A I should.

6 Q You should have those records?

7 A I should, yes. So would Mr. Rogich, by the  
8 way.

9 MR. LIONEL: Move to strike the last  
10 gratuitous statement.

11 BY MR. LIONEL:

12 Q Do you remember how much was transferred to  
13 that account?

14 A No, sir.

15 Q Could it have been \$1,450,000? Does it ring a  
16 bell?

17 A It does not.

18 Q Does not. What number do you remember?

19 A I don't.

20 Q You don't. Do you know about money being  
21 withdrawn from that money market account?

22 A No.

23 Q Was any of that money withdrawn and given  
24 to -- transferred to Go Global?

25 A Yes.

1 Q How much?

2 A I don't remember. A lot.

3 Q Have you read the Answer and Counterclaim in  
4 this case?

5 A I believe so.

6 Q Do you remember the amount that it stated?

7 A No. It was a while ago.

8 Q About 1,420,000?

9 A Okay.

10 Q Does that make some sense?

11 A It does.

12 Q That money was transferred out of the money  
13 market account to Go Global?

14 A I don't remember where it came from.

15 Q You don't know where it came from?

16 A I don't know if it was the money market  
17 account or the checking account. I really wouldn't do  
18 that myself, transfer money from the money market into  
19 checking. My assistant would do that.

20 Q Who would do it?

21 A My assistant usually would do that, based upon  
22 what she thought made sense.

23 Q Would you instruct her?

24 A Not necessarily.

25 Q Did she take out 1,420,000 every day on her

1 own?

2 A Well, no, taking out -- oh -- I was referring  
3 to the transfer to the money market account that was  
4 also owned by Eldorado Hills. So that would stay in  
5 Eldorado Hills, you know. If she thought that the  
6 money would be in Eldorado Hills for a while, might as  
7 well earn interest on it versus leaving it in checking  
8 where it didn't earn any interest.

9 Q If I understand you correctly, what you're  
10 saying is a million and a half came into Eldorado Hills  
11 account by wire, and that your secretary on her own  
12 would have -- because she felt there was too much cash  
13 in the account -- could have transferred that money to  
14 the money market account of Eldorado?

15 A Right.

16 Q Did she do it on her own?

17 A I said I don't remember. That would have been  
18 something that she would do, though.

19 Q But do you remember whether or not you had any  
20 role in it?

21 A I do not.

22 Q Do you remember whether she asked you whether  
23 or not to transfer that money?

24 A No, sir.

25 Q So you don't know how -- what triggered the



1 transfer from the Eldorado account to its money market  
2 account?

3 A I think I know that what would have triggered,  
4 I've tried to explain that. Do you want me to try  
5 again?

6 Q Please.

7 A Her name was Summer. She was more than just a  
8 secretary. She actually ran all the books for all the  
9 investments. Okay. So she had a good handle on the  
10 expenses that would be upcoming, sometimes as well or  
11 better than I. She had a good handle on the money that  
12 was coming in. And she would speak with me on a  
13 regular basis. Her office was in my building. And so  
14 she was aware that if we had money that we were going  
15 to use for something that, down the road or not right  
16 away, to go ahead and put it in money market so that it  
17 would earn interest versus just leaving it in checking.  
18 So that type of philosophy, if you will, or corporate  
19 policy, or concept, was regular.

20 Go Global did many real estate transactions  
21 that she also managed, which you are also aware of. So  
22 that was kind of what we tried to do, just try to  
23 maximize interest. We were paying a lot of interest in  
24 loans. Sometimes we would try to make some interest on  
25 our end.

1                   So that would be a trigger, in answer to your  
2 question.

3           Q     Her name is Summer Rellmas, R-E-L-L-M-A-S?

4           A     Yeah, and it's Rellmas. You spelled it  
5 perfectly, yes.

6           Q     But I didn't pronounce it perfectly.

7           A     It's tough. Yeah, Rellmas. It's a unique  
8 name.

9           Q     I beg your pardon?

10          A     It's a unique name.

11          Q     All right. I think "Summer" is a great name.

12          A     Me, too. I agree.

13          Q     Falls under what I think the best name is  
14 "Nevada" for a woman. But "Summer" is pretty good,  
15 too, isn't it?

16          A     Fair enough.

17          Q     If I understand your testimony, you have no  
18 memory of having anything to do with the million and a  
19 half or any portion of that million and a half moving  
20 from the Eldorado account to its money market account?

21                   MR. McDONALD: I'll object to the form.

22                   THE WITNESS: To say no memory, you know, six  
23 and a half years ago to now, I'd say that I may have  
24 some memory. But that actual dollar amount that you  
25 quoted to me, I did not remember that dollar amount,

1 nor the date. It would have -- for such a large amount  
2 of money, the normal policy would have been to put it  
3 into an interest bearing type of account. So that does  
4 make sense to me.

5 BY MR. LIONEL:

6 Q But you have no memory of you being involved  
7 in a transfer of those funds?

8 A Oh, okay. I agree with that statement.

9 Q Why did that money go to Go Global?

10 A Go Global had advanced money to Eldorado Hills  
11 for many months to pay off the A&B Financial monthly  
12 payment which I mentioned earlier. It was a  
13 hundred-and-something-thousand dollars a month. At the  
14 time, Rogich and I were equal partners and we were  
15 supposed to put in money equally. He ran out of money  
16 and couldn't make the payments. So Go Global came up  
17 and said Go Global will loan the money to Eldorado  
18 Hills, LLC, up until a point where Eldorado Hills can  
19 afford to pay it back. And so I had been making  
20 payments. I'm not sure for how many months, but it was  
21 a lot of money. And Eldorado Hills owed Go Global that  
22 money back.

23 Q At the time this million and a half came in,  
24 the wired money, did Eldorado have any -- much funds in  
25 that account?



1           A     Probably not.

2           Q     Eldorado was very low on money at that point  
3     in time, wasn't it?

4           A     Yeah. Go Global would fund Eldorado on a  
5     monthly basis to pay \$108,000 worth of interest.  
6     Eldorado would send the majority, if not all, of that  
7     money to the lender that had the loan on the property.

8           Q     Well, let me --

9           A     Sure.

10          Q     Some time in December of 2007, a million and a  
11     half came into the Eldorado Hills account at Nevada  
12     State Bank, right?

13          A     I believe so. I believe that's the right  
14     month.

15          Q     Do you have any idea how much money,  
16     approximately how much money was in the account at the  
17     time the million and a half came in?

18          A     I don't.

19          Q     Would it have been a small amount, perhaps a  
20     few thousand dollars?

21          A     I don't remember.

22          Q     Do you have any records or documents which  
23     would show it? Would your bank statements show it?

24          A     It would.

25                 MR. LIONEL: Counsel, we need --

1 MR. McDONALD: I'll look for them and get them  
2 to you.

3 BY MR. LIONEL:

4 Q At the time the money was taken out of that  
5 account and given to Go Global, were you involved in  
6 that transaction?

7 A Yes.

8 Q What did you do?

9 A Paid Go Global back the money that it was owed  
10 by Eldorado Hills.

11 Q What was the form of the payment?

12 A Either a check or a transfer.

13 Q If it was a check, would you have signed it?

14 A Yes. If it was a check, I would have signed  
15 it.

16 Q And if there was transfer, would you have  
17 signed some document authorizing that transaction?

18 A Yes.

19 Q You don't remember the amount?

20 A I do not.

21 Q Was it more than a million dollars?

22 A I don't remember.

23 Q Was it more than half a million?

24 A I would say so, yes. I think it was more than  
25 a million, but I don't remember exactly.



1 Q Huh?

2 A I don't remember exactly, but I believe it was  
3 more than a million.

4 Q And that was money that had been advanced by  
5 Go Global?

6 A Correct.

7 Q All of it?

8 A Correct.

9 Q Did you talk to Mr. Rogich before this money  
10 was effectively repaid to Go Global?

11 A Of course.

12 Q And you told him you were going to do it?

13 A Yes.

14 Q Tell me about your conversation.

15 MR. McDONALD: Sam, I've given you a lot of  
16 leeway with regards to the questioning. But I think  
17 this is a deposition for Nanyah Vegas, and he's here to  
18 testify on behalf of Nanyah Vegas. So to the extent  
19 the questions go beyond what's relevant to  
20 Nanyah Vegas, I'm going to object. So you can go  
21 ahead. I'll give you some leeway, but I think these  
22 questions go more towards Carlos as a member of either  
23 Eldorado Hills or a member of Go Global.

24 MR. LIONEL: Not in my view. It's crucial  
25 testimony with respect to the million and a half.

1 MR. McDONALD: Okay. Go ahead. I'll give you  
2 some leeway, like I said.

3 MR. LIONEL: I'll take it, but I'm going to  
4 continue.

5 MR. McDONALD: But I think you're going beyond  
6 the scope of the time.

7 MR. LIONEL: I don't. If you think, then do  
8 what you have to do. But I don't believe I am.

9 BY MR. LIONEL:

10 Q You say you had a conversation with Mr. Rogich  
11 with respect to taking this money out of the money  
12 market account and paying it to Go Global?

13 A Multiple.

14 Q Huh?

15 A Multiple conversations.

16 Q Tell me any -- I'll listen to whatever you  
17 want to tell me about. Tell me about the conversation.

18 A Okay. You do realize that I actually had an  
19 office -- that we paid rent in Sig Rogich's address?  
20 Okay. So I'm letting you know that that was the case.  
21 So the conversations between Rogich and I were  
22 frequent, probably daily. Okay. So either I would be  
23 in the office or we would speak on the phone.

24 At the time that the payments for the A&B  
25 Financial loan that had the loan against the Eldorado

1 Hills property were due, we would make payments  
2 together for, on behalf of Eldorado Hills, to make the  
3 monthly interest payments, right?

4 Q You say "payments together." You and  
5 Mr. Rogich?

6 A Right, well, through Eldorado Hills. We made  
7 sure that Eldorado Hills had enough money in it to fund  
8 the payments to the lender.

9 Q Who made the payments?

10 A Eldorado Hills.

11 Q Who signed the checks, or whatever the form  
12 was?

13 A I don't remember who signed the checks.  
14 Probably me, but I don't remember.

15 Q Are those checks still maintained with the  
16 bank statements?

17 A I think so.

18 MR. LIONEL: Counsel?

19 MR. McDONALD: Noted.

20 THE WITNESS: Could have been wired.

21 BY MR. LIONEL:

22 Q Tell me about a conversation you had about the  
23 payment to Go Global in this instance.

24 A Wait a minute. But I was still explaining the  
25 last one.

1 Q Sure.

2 A So we would make sure -- "we" being Mr. Rogich  
3 and myself -- that Eldorado Hills would have enough  
4 funding to make the payment to the lender. Correct?  
5 We did that for about a year and a half. Okay. Then  
6 at one point throughout that year and a half,  
7 Mr. Rogich could no longer afford to fund Eldorado  
8 Hills to make those payments. So Go Global did. So  
9 Go Global was making those payments into Eldorado Hills  
10 who would, in turn, make a payment to the lender.

11 That's the process of how we used the money in  
12 Eldorado Hills to make the payments not only to the  
13 bank, but for engineers, or any other kind of  
14 professionals that we had working on the property.

15 So then I would speak with Mr. Rogich on a  
16 regular basis. He was aware of what was going on with  
17 the entity. He knew about offers that we had received  
18 on the entity. He knew about what the plans for the  
19 entity were. He knew that the entity, Eldorado Hills,  
20 did not have enough money in it to just fund \$108,000 a  
21 month every month.

22 So when I went to Mr. Rogich and said I'll  
23 make these payments, but when we raise more money or  
24 get the property refinanced, Go Global is going to get  
25 paid back, he agreed to me making those payments into



1 Eldorado Hills, which enabled Eldorado Hills to keep  
2 that loan current and funded and paid up.

3 So when that money came in, I had been working  
4 on raising money from Nanyah and others for a long  
5 period of time. It was already understood before the  
6 check was written to Go Global, or the money was  
7 transferred to Go Global, that Go Global was owed the  
8 money by Eldorado Hills.

9 So Mr. Rogich was very aware that that money  
10 was owed to Go Global, and that it had been owed for  
11 quite some time. Mr. Rogich hadn't come up with any  
12 more money himself to make the loan payments. So he  
13 knew that Go Global needed to be reimbursed.

14 Q Let me ask --

15 A So he had many conversations with me  
16 throughout the process and even after the process that  
17 that money was going to Go Global.

18 Q You were effectively managing it, but you're  
19 telling me that you told him about these advances?

20 A The advances that Go Global was making into  
21 Eldorado Hills?

22 Q Yes.

23 A Absolutely.

24 Q But did you have a conversation with  
25 Mr. Rogich with respect to this check, or whatever, or

1 this transfer of 1,420,000 to Go Global?

2 A Yes.

3 Q When was this conversation?

4 A It would have been in the month that that  
5 money came in. So if that was -- if you're telling me  
6 that that's December of 2007, it would have been in  
7 December of 2007 or January of 2008.

8 Q I'm not telling you when it was. You're the  
9 one that told me when it was.

10 A Okay.

11 Q Okay. Tell me about your conversation.

12 A By the way, let me correct that I didn't say  
13 that it was December of 2007. I believe that it was in  
14 2007. I don't have the bank statement. So I'm not  
15 going to state unequivocally. We're talking just, you  
16 know, more or less.

17 Q I accept that.

18 A Okay, okay. Making sure.

19 Q It's not my testimony here. It's yours.

20 A And it is mine. I want to make sure that it's  
21 accurate.

22 Q I hope so. But I'd like that, too.

23 A Right.

24 Q Now, tell me a conversation you had about  
25 writing -- you're not sure whether it was a check or

1 some other form of transfer, right, to Go Global?

2 A Correct.

3 Q Did you discuss that specific transfer, or  
4 whatever form it was, with Mr. Rogich?

5 A Yes.

6 Q When?

7 A In the month that the money was transferred.

8 Q Where was this at?

9 A It would have been in Mr. Rogich's office --

10 Q What did you say and what did he say?

11 A -- which I had an office there as well, by the  
12 way.

13 Q What did you say and what did he say?

14 A I don't remember the exact conversation, but  
15 he knew that the money -- like I explained earlier  
16 through that long monologue -- that he knew that the  
17 money was owed to Go Global, and he knew that Go Global  
18 was to be reimbursed when the money came into Eldorado  
19 Hills, LLC. So he was aware that Go Global was going  
20 to take back the money that it had advanced.

21 Q That's not a conversation, Carlos.

22 A No? Okay.

23 Q I want the conversation you had with him.

24 A But, again, it was six and a half years ago,  
25 and there's no way I could come up with the



1 word-for-word conversation. I had an office with him  
2 in the same address. We would talk about the project.  
3 He knew that Go Global had advanced the money to  
4 Eldorado Hills, as I said before, and Go Global was  
5 owed that money, and Go Global was going to be paid  
6 that money back.

7 MR. McDONALD: If you don't recall the  
8 conversation, you can just say that.

9 THE WITNESS: The exact conversation, no, I  
10 don't recall the exact conversation.

11 BY MR. LIONEL:

12 Q I want your best recollection of the  
13 conversation you had with him.

14 A The best recollection is already -- I already  
15 stated into the record.

16 Q Did you tell him you were writing a check or  
17 otherwise transferring \$1,420,000 to Go Global?

18 A Whether I would have said it was a check or  
19 just a transfer, I don't remember.

20 Q I didn't ask you that. Let's forget -- the  
21 money was transferred to Go Global --

22 A Okay.

23 Q -- your company?

24 A Okay.

25 Q Did you tell Mr. Rogich you were going to do



1     that?

2           A     For the third time, yes.

3           Q     And what did you tell him, for the third time?

4           A     That Go Global was going to get paid back the  
5     money that it was owed.

6           Q     Did you tell him how much it was?

7           A     Yes.

8           Q     How much did you tell him?

9           A     Whatever the amount was. I don't remember the  
10    exact amount.

11          Q     Your testimony is that you told Mr. Rogich  
12    that you were going to write a check or otherwise  
13    transfer \$1,420,000 to Go Global?

14          A     That's what I would have told him, yes.

15          Q     Did you tell him that?

16          A     Yes.

17          Q     What did he say?

18          A     He said, "Okay." The money went. I mean,  
19    he -- it stands to reason that a million four he would  
20    know about went out of a company that he was 50 percent  
21    managing member of. Right? So he would have said yes.  
22    He never objected to it. He agreed to it, not only at  
23    the time of the transfer, but prior to the transfer.

24          Q     You told him you're going to transfer that,  
25    and he said, "Okay"?

1 A Correct.

2 Q Is that correct?

3 A Correct.

4 Q Was anybody else around when this occurred?

5 A Sure.

6 Q Who?

7 A His CFO.

8 Q Who was that?

9 A Melissa Olivas.

10 Q She was there at the time, and she heard this?

11 A Oh, I don't know if she heard that  
12 conversation, but she was very well aware of the  
13 transactions that occurred in Eldorado Hills.

14 Q Was she present when you and Mr. Rogich had  
15 this conversation?

16 A That specific conversation, I don't remember.

17 Q Was she frequently around when you spoke with  
18 Mr. Rogich?

19 A Yes, sir.

20 Q Did you at one point have some kind of an  
21 argument there where she accused you of taking this  
22 \$1,420,000?

23 A Absolutely not.

24 Q This was a time that she was there, Mr. Rogich  
25 was there, and she confronted you in the office and

1 said you took that \$1,420,000?

2 MR. McDONALD: Objection. Lacks foundation.

3 MR. LIONEL: I'm creating one.

4 THE WITNESS: Yeah, that's a fabricated story  
5 that I don't recall at all, and my memory is pretty  
6 good.

7 BY MR. LIONEL:

8 Q Even six and a half years ago?

9 A Pretty good.

10 Q What record is there of the 1,420,000 that you  
11 transferred?

12 A There should be bank statements.

13 Q Anything else?

14 A I don't know. I don't think so.

15 Q Was there any kind of a general ledger, or  
16 anything like that?

17 A Yeah, there should be QuickBooks entries that  
18 was provided to Melissa Olivas.

19 Q Who maintained the QuickBooks?

20 A I believe Summer Rellmas would.

21 Q Huh?

22 A I believe Summer Rellmas would, or was.

23 Q She did that for you?

24 A Correct.

25 Q All these transactions we're discussing, the

1 money being wired would be shown there?

2 A Correct.

3 Q And the money going to money market account  
4 would be shown?

5 A Should be, yes.

6 Q And the 1,420,000 would be shown?

7 A Yes, yes.

8 Q Did the QuickBooks indicate what the million  
9 four -- strike that.

10 Would the QuickBooks show what the 1,420,000  
11 was transferred for?

12 A It would, yes.

13 Q What did it show?

14 A Oh, I don't remember. I haven't seen the  
15 QuickBooks. But we kept a pretty good accounting of  
16 where the monies came from, and where they went to, and  
17 the reason why. So QuickBooks allows you to put in a  
18 category and what it's for. So we did a pretty decent  
19 job of documenting that.

20 Q And it would have showed payments for advanced  
21 monies?

22 A That's right.

23 Q You would have some records that would show  
24 the amount of the advancement at that time was  
25 1,420,000?



1           A     Yes.

2           Q     You're sure that the QuickBooks didn't show  
3     that the 1,420,000 was for a consulting fee?

4           A     I don't know what it would show in that  
5     regard.

6           Q     Would that surprise you?

7           A     No.

8           Q     Why wouldn't it surprise you?

9           A     There was something that occurred with that.  
10    I can't remember exactly why it would have been a  
11    consulting fee, but I believe later it was changed back  
12    to just a loan payment. Oh, I do remember why it was a  
13    consulting fee. I do remember why we did that, now  
14    that you bring it up.

15          Q     Tell me.

16          A     Yeah. So throughout the process in '07 and  
17    '08, our goal was to get better financing for the  
18    property. So we were working with other lenders.  
19    Okay. And in order to -- and I had conversations with  
20    Mr. Rogich and Melissa Olivas about it, but it was  
21    never a confrontation or an accusation as you alluded  
22    to.

23                    So Go Global had been almost exclusively for  
24    like two or three months working on refinancing of  
25    that, of the property. And so in order to get the

1     refinancing on the property, Rogich and myself were  
2     probably going to have to produce tax records, income,  
3     financials, assets. And so we came in and started  
4     putting the package together. And I told Melissa and  
5     Sig, "Hey, our chances of getting a loan are going to  
6     be much better if our financials look better, and it's  
7     better that -- I haven't made any money over the last  
8     year -- it's better that I take an income for this in  
9     the meantime to at least try and get -- or, take a  
10    consulting fee versus a loan payment so that we can get  
11    better financials put forth to the banks, and that we  
12    got a better chance of getting it refinanced."

13             It never transpired. We never got the  
14    refinancing. So it didn't end up helping Eldorado  
15    Hills or help us get the refinancing until that 2008  
16    October situation occurred when Iliadis came in as an  
17    investor.

18             Q     So you wanted the record to show it was a  
19    consulting fee --

20             A     Correct.

21             Q     -- and not an advance, right?

22             A     Correct.

23             Q     And you felt that that would be -- the finance  
24    companies would like that better if it was a consulting  
25    fee?

1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

7 A It would have been in Sig's office at Howard  
8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the  
12 money got there, the million five?

13 A It would have been right after.

14 Q That was before you wrote the check, or other  
15 transfer?

16 A Correct.

17 Q So during the period of time after the money  
18 came to the Eldorado account and went into this money  
19 market account, it was during that period that you had  
20 this conversation, and it was agreed that you would  
21 take the 1,420,000 as a consulting fee?

22 A Correct.

23 MR. LIONEL: Maybe we ought to take a break.

24 THE WITNESS: Sure.

25 (Recess)



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

2 BY MR. LIONEL:

3 Q I think before you talked about that exhibit  
4 for the potential claimants?

5 A Yes, sir.

6 Q And it showed a million and a half for Nanyah?

7 A Correct.

8 Q Did it say -- it said, "through Canamex,"  
9 didn't it?

10 A I don't remember.

11 Q What's the relationship between Canamex and  
12 Nanyah?

13 A Nothing really, I mean, other than the fact  
14 that the idea in 2007 was to refinance the property and  
15 then join our property with the Giroux property -- our  
16 property being the Eldorado Hills property -- with the  
17 Giroux property, and form Canamex Nevada, one greater  
18 entity, and master plan it together. And Nanyah  
19 expected that that would occur. That was the hope.  
20 But it did not occur, because we all know what happened  
21 after the fact, the economy, and we weren't able to get  
22 refinancing. So Canamex really never got off of its  
23 feet, so to speak. And so Nanyah never really had an  
24 interest in Canamex, and nobody else did either, or it  
25 wasn't worth anything.



1 Q In 2007, did Canamex have a bank account?

2 A I think so.

3 Q Where?

4 A It would have been at Nevada State Bank.

5 Q Did you have anything to do with that account?

6 A Sure. If it did have an account -- I seem to  
7 remember it did -- I would have opened it.

8 Q I'll represent that exhibit, it says "through  
9 Canamex" when it talks about Nanyah interest.

10 A Okay.

11 Q Do you know why it does?

12 A I'll try to explain it again, but only for the  
13 same reason that I already tried to explain, is that  
14 the intent of Eldorado Hills, LLC, in '07 was to become  
15 a member in Canamex Nevada, and the intention was that  
16 Canamex Nevada would be the greater entity that would  
17 own Eldorado Hills. So at one point, it would have --  
18 in 2007, when I was speaking about bringing in the  
19 additional capital, being the \$1.5 million, and more --  
20 we were trying to raise money for the entity, Sig  
21 Rogich was as well -- the intention would have been to  
22 invest it into Eldorado Hills that would then join  
23 Canamex Nevada.

24 So it probably was put in through Canamex  
25 Nevada, LLC, in the exhibit in order to differentiate

1 Nanyah to Eddyline, and differentiate Nanyah to Robert  
2 Ray, and to Antonio that Nanyah came in much later than  
3 Eddyline and Ray and Antonio and Go Global and Rogich.

4 Q And you say this million and a half was  
5 supposed to be used in connection with putting the  
6 properties together and exploiting the property?

7 A No. Again, I don't know how to better  
8 describe it. Maybe English as my second language is  
9 causing a problem here.

10 But the intention was that Eldorado Hills  
11 would eventually become a member and put all of its  
12 assets into Canamex Nevada. The Nanyah investment came  
13 into Eldorado Hills, which then would have been moved  
14 into the Canamex Nevada, LLC, entity that would have  
15 owned the Eldorado Hills property and the Mike Giroux  
16 property.

17 Q Is that when you told Harlap?

18 A That would -- yes, that would have been the  
19 goal.

20 Q And that was why he was sending a million and  
21 a half?

22 A No, no, that's not why. The 160-acre property  
23 itself that was owned by Eldorado Hills, LLC, was  
24 perceived to having value. So he was really going to  
25 invest in Eldorado Hills, LLC. In order to increase

1 the value, in my opinion, would be to accomplish what's  
2 called plottage and put properties together to form a  
3 larger property that you can then plan in a more  
4 organized and valuable fashion.

5 Q And what you're telling me is the million and  
6 a half did not get into the Canamex account?

7 A I don't believe so. I don't believe that it  
8 ever made it to the Canamex Nevada account.

9 Q No, it went directly in Nevada State Bank?

10 A Eldorado Hills' checking account at Nevada  
11 State Bank, I believe so. But you seem to know certain  
12 things that I don't, so I'm hesitant to answer certain  
13 things because you seem to know the answer before I do.  
14 But I don't believe it ever went into Canamex Nevada.

15 Q Well, you were on the Canamex account, weren't  
16 you?

17 A Yes, sir.

18 Q Do you have the bank statements for it?

19 A Probably in the office, Summer Rellmas would  
20 have collected them, yes.

21 MR. LIONEL: Can you get those, Counsel?  
22 We've asked specifically for them effectively.

23 BY MR. LIONEL:

24 Q But I'm flattered when you say I know things  
25 you don't know.



1           A     Well, yeah. You know some specifics, for  
2     sure. But I'm not trying to flatter you. I'm just  
3     stating the truth.

4           Q     Why was a Nanyah investment beneficial to  
5     Eldorado?

6           A     Eldorado Hills, if it didn't raise more  
7     money -- doesn't matter from Nanyah, or Sam Lionel, or  
8     John Doe -- was at risk of losing the property in a  
9     bank foreclosure because Eldorado Hills, LLC, had a  
10    lender that had the property as collateral. And if the  
11    loan would not be paid on a regular basis, they could  
12    foreclose.

13          Q     That's why the million and a half was a  
14    benefit?

15          A     Again, the million and a half, and then some.  
16    Later more money was brought into the entity as well.  
17    So any amount of money would have been a benefit in  
18    order to contend with the financing.

19          Q     Let's stick to the million and a half.

20          A     Yes. The answer -- the million and a half --  
21    but, again, any other money would have benefited  
22    Eldorado Hills, LLC, which we were trying to raise.

23          Q     Let's stick to the million and a half. Was  
24    the million and a half a benefit to Eldorado?

25          A     Yes. Sure.

1 Q For the reason that you gave?

2 A Correct. Yes, sir.

3 Q Are there any documents or anything that would  
4 show that this was a benefit and that Eldorado accepted  
5 it for that purpose?

6 A The bank statement.

7 Q Just the bank statement? That's it?

8 A That I can remember at this point in time,  
9 yes.

10 Q And the bank statement showed that they  
11 accepted it? Is that your point?

12 A Yes, sir.

13 Q It doesn't show what they were going to do  
14 with it, or anything like that?

15 A The bank statement wouldn't show that, no.

16 Q Tell me what efforts were made by Nanyah to  
17 obtain an interest in Eldorado Hills.

18 A Well, the investment of the \$1.5 million would  
19 be one. And then at that point, I believe and feel as  
20 if I had a close enough, good enough relationship, and  
21 still do, with the principal of Nanyah, that he  
22 basically left it up to me to be a steward of that  
23 capital and of the asset, had explained to him what the  
24 asset was. And he invests all over the world. He  
25 invests in the United States. And that was his first

1 venture in Nevada. And he said, "Carlos, you're just  
2 going to manage that for me." So he left it up to me.

3 Q What did you as steward do to get that  
4 interest?

5 A I was the manager of Eldorado Hills. I felt  
6 like I equally controlled Eldorado Hills along with Sig  
7 Rogich. So I just tried to do the best that I could  
8 with the project at hand, marketing it, developing it,  
9 refinancing it, and capitalizing it.

10 Q But this is a lawsuit to get that interest,  
11 right, for Nanyah?

12 MR. McDONALD: Object to the extent it calls  
13 for a legal conclusion.

14 BY MR. LIONEL:

15 Q Is that correct?

16 A I think that's part of the lawsuit, in my  
17 opinion, yes.

18 Q He's been trying to get it since he put the  
19 money in, right?

20 MR. McDONALD: Same objection.

21 THE WITNESS: Listen, I would not -- I see --  
22 I understand your question, and why you would ask it.  
23 I don't think it was a concern, though, in 2007, and  
24 even in 2008, about him obtaining an interest. I mean,  
25 the money was sent. It was a confidence thing. The



1 money benefited the company. The company benefited  
2 from his money. And it was just trusted that the right  
3 thing would be done with his capital.

4 I mean, the fact of the matter is \$1,500,000  
5 was invested. Eldorado Hills did use that capital.  
6 Okay. I advanced -- Go Global advanced it to Eldorado  
7 Hills, and Eldorado Hills owed that money to Go Global.  
8 So there wasn't really an effort or, like you're  
9 describing it, to go try to get the interest. We  
10 accepted that the interest was given at the time.

11 BY MR. LIONEL:

12 Q Have I got the right lawsuit?

13 A There was a million and a half invested in  
14 Eldorado Hills, LLC, so I think you do have the right  
15 lawsuit, yes.

16 Q Thank you.

17 A Yes. You're welcome.

18 Q Now, were you involved with the tax returns of  
19 Eldorado?

20 A Sure, yes. Involved, yes.

21 Q You were the tax matter partner?

22 A I think so.

23 Q In 2007?

24 A Yes.

25 Q 2008?



1 A No, I don't think so, no.

2 Q In 2007. In 2007, Mr. Ray was shown as being  
3 an investor, as having an interest in Eldorado, right?

4 A Correct.

5 Q And also in subsequent years; isn't that  
6 correct?

7 A I believe so, yes.

8 Q Was Nanyah ever shown as having an interest in  
9 it, in Eldorado?

10 A You may know better than I. But not that I  
11 know of.

12 Q As a matter of fact, in 2007 when you were tax  
13 matters partner, and Mr. Ray's interest was shown,  
14 nothing was shown there for Nanyah's interest, right?

15 A Yes.

16 Q And you, as tax matters partner, could have  
17 provided that, right?

18 A Could have, yes.

19 Q And you've seen the Complaint here and the  
20 Amended Complaint, correct?

21 A Yes.

22 Q You approved them?

23 A Approved?

24 Q Both of them?

25 A How do I approve a Complaint? Oh, oh, mine --

1       yes, I do approve them.

2           Q     And authorized their filing?

3           A     Yes.

4           MR. LIONEL:   Why don't we take a five-minute  
5       break? I may be through.

6                               (Recess)

7           MR. LIONEL:   I have no further questions.

8           MR. McDONALD:  I just have one quick question.

9                               EXAMINATION

10       BY MR. McDONALD:

11           Q     As you testified earlier, in late 2008,  
12       Mr. Rogich agreed to purchase your interest in Eldorado  
13       Hills, correct?

14           A     Yes, sir.

15           Q     There was a Purchase Agreement that was  
16       executed?

17           A     Yes.

18           Q     Is it your understanding that the Purchase  
19       Agreement, when it was executed, Mr. Rogich was  
20       agreeing to indemnify you for any claims related to  
21       Nanyah Vegas?

22                       MR. LIONEL:  Objection.

23       BY MR. McDONALD:

24           Q     You can answer.

25           A     That was my -- that is my understanding.

1 MR. McDONALD: Okay. I don't have any other  
2 questions.

3 MR. LIONEL: That's it.

4 (Thereupon, the deposition concluded at 10:48 a.m.)  
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19	I, CARLOS A. HUERTA, witness herein, do			
20	hereby certify and declare under penalty of perjury the			
21	within and foregoing transcription to be my deposition			
22	in said action; that I have read, corrected and do			
23	hereby affix my signature to said deposition.			
24				
25	CARLOS A. HUERTA      DATE			



## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
3 ) ss:  
COUNTY OF CLARK )

4 I, Mary Cox Daniel, a Certified Court  
5 Reporter licensed by the State of Nevada, do hereby  
certify:

6 That I reported the deposition of CARLOS  
7 A. HUERTA, commencing on Thursday, April 3, 2014,  
at 9:19 a.m.

8 That prior to being examined, the  
9 witness first duly swore or affirmed to testify to the  
10 truth, the whole truth, and nothing but the truth; that  
11 I thereafter transcribed my said shorthand notes into  
typewriting and that the typewritten transcript is a  
complete, true and accurate record of testimony  
provided by the witness at said time.

12 I further certify (1) that I am not a  
13 relative or employee of an attorney or counsel of any  
14 of the parties, nor a relative or employee of any  
attorney or counsel involved in said action, nor a  
15 person financially interested in the action, and (2)  
that pursuant to Rule 30(e), transcript review by the  
witness was requested.

16 IN WITNESS WHEREOF, I have hereunto set  
17 my hand in my office in the County of Clark, State of  
Nevada, this 7th day of April, 2014.

18  
19  
20 MARY COX DANIEL, CCR 710, FAPR, RDR, CRR  
21  
22  
23  
24  
25

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5 *Attorneys for Defendants.*

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

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

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

15 Plaintiffs

16 v.

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

20 Defendants

21 ELDORADO HILLS, LLC, a Nevada limited  
liability company

22 Defendant/Counterclaimants

23 v.

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

27 Plaintiffs/Counterdefendants  
28

Exhibit No. A  
Witness HUERTA-PMK  
Date 4-3-14

MCD CCR# 710

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

NOTICE OF TAKING DEPOSITION OF  
NANYAH VEGAS, LLC'S PERSON(S)  
MOST KNOWLEDGEABLE

Date: April 3, 2014  
Time: 9:30 a.m.

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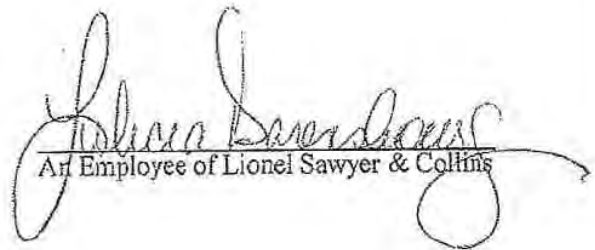
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14<sup>th</sup> day of March, 2014, I mailed a true and correct copy of the NOTICE OF TAKING THE DEPOSITION OF NANYAH VEGAS, LLC'S PERSON(S) MOST KNOWLEDGEABLE via U.S. First Class mail, postage prepaid to the following address:

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

  
An Employee of Lionel Sawyer & Collins



**EXHIBIT 1-D**

**EXHIBIT 1-D**

## Therese Shanks

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:26 PM  
**To:** Mark Simons  
**Subject:** FW: Las Vegas

**From:** [hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com) [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta  
**Sent:** Friday, June 8, 2007 7:39 AM  
**To:** Yoav Harlap <[harlap@netvision.net.il](mailto:harlap@netvision.net.il)>  
**Subject:** Re: Las Vegas

You got it. Thank you. We'll get to work on the company setup for you soon and send you the appropriate documents for you to review and execute and we can then send them in for you. I believe that even via scanner, we can file the company documents for you, so we won't even need mail or FedEx. It is really rather simple and the company will be under your 100% control, but you'll have a local (Las Vegas) address for servicing (if necessary) only. This is the only state requirement, but we can make the mailing address for the resident agent for the company my office address and that is really it, along with a few simple / standard forms.

As soon as it's ready, I'll let you know.

I'll be in touch and if you need anything from me, do not hesitate to ask whatsoever. I'd be happy to help.

From here on out, don't every be concerned if your traveling and/or busy with work and can't get back to me right away ever. Real Estate doesn't move so fast usually (the only one drawback), but if there's ever anything urgent, I'll try all the mediums I know to reach you, but there should never be the need.

Be well, speak to you soon.

Carlos Huerta  
Go Global Properties  
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T: 702.617.9861, x102  
F: 702.617.9862

On 6/7/07, Yoav Harlap <[harlap@netvision.net.il](mailto:harlap@netvision.net.il)> wrote:

Carlos,

Sorry for the delay in my reply but I was away and then very busy.

I am glad that your visit to Israel was positive and I am happy that I could contribute by introducing Ahuva. Israel is a very special country and being your first visit here you could not be better informed about the country within the time allowed.

As for the investment, I am interested, and see myself allocating 1.5 Mil US\$ for it. Please assist me with the technicalities and let's put up this Nevada Company as per your suggestion.

Best regards,

Yoav

---

**From:** [hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com) [mailto:[hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com)] **On Behalf Of** Carlos Huerta  
**Sent:** Sunday, June 03, 2007 9:50 PM  
**To:** [harlap@netvision.net.il](mailto:harlap@netvision.net.il)  
**Subject:** Las Vegas

Yoav,

I've been back in the States now for 10 days and feel amazingly fortunate to have been able to visit your beautiful country in the way that Jacob facilitated the trip for me with Ahuva Gehl (thank you for this recommendation). I learned so much and saw so much of what I had learned about for so many years, it seemed surreal.

Also, I just wanted to let you and your wife know that I appreciated being able to visit your lovely home and meet you during my stay. In addition, I do hope that my company can provide interesting investment options for you and/or your company when the time is right for you.

In the interim, and when you have a moment, please visit the web site ([www.CanaMexNevada.com](http://www.CanaMexNevada.com)) for the project that we spoke about and let either Jacob or myself know your level of interest in investing. I've been making some more progress with this development over the past few weeks and am very excited about the potential.

As a follow-up to our conversation we had at your home, within a few weeks time, we can set up your own limited liability company in the United States (in the State of Nevada) for you, of which you can fully control

100% at your leisure. We are very familiar with the process and have quite a few international investors that we do this for.

Be well and I hope to hear from you soon.

Carlos Huerta  
Go Global Properties  
3980 Howard Hughes Parkway  
Suite 550  
Las Vegas, NV 89169  
E: [Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com)  
T: 702.617.9861, x102  
F: 702.617.9862

web: [www.GoGlobalProperties.com](http://www.GoGlobalProperties.com)

--

**EXHIBIT 1-E**

**EXHIBIT 1-E**

## Therese Shanks

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:28 PM  
**To:** Mark Simons  
**Subject:** FW: \*\*\* Detected as Spam (Black List) \*\*\* Re: Las Vegas

---

**From:** Yoav Harlap  
**Sent:** Tuesday, December 4, 2007 7:21 PM  
**To:** Carlos Huerta <Carlos@GoGlobalProperties.com>  
**Subject:** RE: \*\*\* Detected as Spam (Black List) \*\*\* Re: Las Vegas

Carlos,

I've given the instructions and the transfer of \$1.5 Million will be done on Thursday from Goldman Sachs Zurich.

Best regards,

Yoav

---

**From:** [hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com) [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta  
**Sent:** Tuesday, December 04, 2007 5:15 PM  
**To:** Yoav Harlap  
**Subject:** \*\*\* Detected as Spam (Black List) \*\*\* Re: Las Vegas

Hello Yoav,

The wire transmittal is just fine. Thank you. Here is the information for you down below, but hold off until Wednesday or Thursday to send it off to us, so that I can notify our bank so that they are aware that this large amount is on its way and so that they are on the lookout for it.

Banking details:

Account #: 612030684,  
Routing/ABA #: 122400779  
Bank Account Name: CanaMex Nevada, LLC  
Bank Name: Nevada State Bank  
Bank Address: 750 E. Warm Springs Road, Las Vegas, NV 89119  
Bank Contact Name: Melissa Dewindt

Please let me know if you have any concerns or questions.

Speak with you soon.

Carlos Huerta  
Go Global Properties  
3883 Howard Hughes Parkway  
Suite 590



Las Vegas, NV 89169  
T: 702.617.9861  
F: 702.617.9862

On 12/3/07, **Yoav Harlap** <[Yoav.Harlap@nanyah.com](mailto:Yoav.Harlap@nanyah.com)> wrote:  
Carlos,

Thanks for the update. I intend to make a wire transfer so please let me have the wire instructions.

Thanks,

Yoav

-----Original Message-----

From: Carlos [<mailto:Carlos@GoGlobalProperties.com>]  
Sent: Monday, December 03, 2007 5:57 PM  
To: Yoav Harlap  
Subject: Re: Las Vegas

Right. Makes sense. "This" particular property is not officially for sale, but we're pretty certain that it can be bought. Regardless, their disclosure to you will be kept confidential and Jacob or I will let you know if we have any further success procuring the property.

As for the documents, I will follow up with Jacob, have everything recorded and send you wiring information, or would you prefer to send us a check?

Thank you for the update and I'll speak with you soon.

If you need anything, don't hesitate.

Carlos Huerta  
Go Global Properties  
3883 Howard Hughes Pkwy  
Suite 590  
Las Vegas, NV 86169  
T: 702.617.9861  
F: 702.617.9862  
m: 702.497.6408  
e: [Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com)  
w: [www.Carlos@GoGlobalProperties.com.com](http://www.Carlos@GoGlobalProperties.com.com)

-----Original Message-----

From: Yoav Harlap  
To: Carlos Huerta  
Sent: Dec 1, 2007 9:57 AM  
Subject: RE: Las Vegas

Hi Carlos,

I hope all is well with you. I have the signed papers that Meir Eshel prepared waiting at my place for Jacob to pick them up for a couple of weeks now. I e mailed Jacob and he never contacted me but I can also FedEx them to you if you want me to. I am ready and willing to proceed as soon as you want.

As for Adam, I spoke to him shortly after I got your update and he told me that Tim Poster and David Chesnoff were both positive but when Adam checked it with one of the owners of Hara's who is co-invested with SCG somewhere, Adam was told that it is not for sale...Needless to say, unless someone comes with a crazy offer... So my guess is that nothing will progress with SCG unless something changes. (I have a feeling he expects me to keep this piece of information for myself so please don't burn me...) I assume that if your information is different you can probably continue the dialogue with Poster and Chesnoff and if it is at any point in time contrary to what Adam said they'll get him back on the wagon or you can approach him with such more concrete deal pending.

Will be glad to hear your comments.

Best regards,

Yoav

-----  
From: [hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com) [mailto:[hurricanehuerta@gmail.com](mailto:hurricanehuerta@gmail.com)] On Behalf Of Carlos Huerta  
Sent: Saturday, December 01, 2007 5:53 PM  
To: Yoav Harlap  
Subject: Las Vegas

Hello Yoav,

Jacob has recently indicated that you've been traveling quite a bit, but I wanted to check in with you in regards to your follow-up with SCG. Were you able to contact Adam and was it a positive conversation? You last indicated (on the 14th of November) that you were planning on following up with him in regards to the meeting with Tim Poster and David Chesnoff.

Also, attached is some of the information that you already have, but I wanted to include the latest pro forma for you to review and to keep on file for the CanaMex industrial project. Is Meir up-to-date and ready to proceed with Nanyah Vegas here locally and are you ready to proceed as a member of our company moving forward/

As always, if there's anything that you need additionally, please do not hesitate to contact us.

Shabbat Shalom.

Carlos Huerta  
Go Global Properties  
3883 Howard Hughes Parkway  
Suite 590  
Las Vegas, NV 89169  
T:702.617.9861  
F:702.617.9862

From: [Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com)

Date: Nov 14, 2007 9:50 PM  
Subject: RE:  
To: Yoav Harlap

Hi Yoav.

Sorry, I've been working 'round the clock this week, but I have should've sent you a brief update nonetheless.

From my perspective, the meeting went rather well. Tim and David are impressive (from their general understanding of th Vegas market) and they are very professional.

We agreed to follow up again shortly, but no actual terms were discussed, because it is still so early in our diligence with this particular project and we, ourselves, have many answers yet to obtain.

Hope this helps somewhat?? Let me know otherwise though.

Thanks.

Carlos Huerta  
3883 Howard Hughes Pkwy  
Suite 590  
Las Vegas, NV 86169

From: Yoav Harlap <[yoav.harlap@nanyah.com](mailto:yoav.harlap@nanyah.com)>  
Date: Nov 14, 2007 9:36 PM  
Subject: RE:  
To: Carlos Huerta <[Carlos@goglobalproperties.com](mailto:Carlos@goglobalproperties.com)>  
Cc: Jacob Feingold <[feingold@actcom.co.il](mailto:feingold@actcom.co.il) <[mailto: feingold@actcom.co.il](mailto:feingold@actcom.co.il)> >

Carlos,

Please let me know how the meeting with David Chesnoff and Tim Poster went. Adam asked me to call him, he wants to talk to me about it and I'd rather be prepared as best I can.

Best,

Yoav \*\*\* eSafe scanned this email for malicious content \*\*\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*

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-----

Carlos Huerta  
3980 Howard Hughes Pkwy  
Suite 550  
Las Vegas, NV 89169

Sent via BlackBerry from Cingular Wireless

\*\*\*\*\*  
\*\*\*\*

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

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**EXHIBIT 1-F**

**EXHIBIT 1-F**



P.O. BOX 990 LAS VEGAS, NV 89125-0990

# Statement of Accounts

Page 1 of 2

This Statement: December 31, 2007

Last Statement: December 3, 2007

Primary Account 612030684

0017734 01 AV 0.312 \*\*AUTO T4 0 2202 89120-444935 02 NSB PG0023 00002  
CANAMEX NEVADA LLC  
CARLOS HUERTA  
3060 E POST RD STE 110  
LAS VEGAS NV 89120-4449

## DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit [www.nsbank.com](http://www.nsbank.com) for more information.

## SUMMARY OF ACCOUNT BALANCE

Account Type  
Account Analysis Checking

Account Number  
612030684

Checking/Savings  
Ending Balance  
\$3,000.00

Outstanding  
Balances Owed

## ACCOUNT ANALYSIS CHECKING 612030684

103 2

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

### 2 DEPOSITS/CREDITS

Date	Amount	Description
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-200734000332;ORG YOAV HARLAP;OBI ATTN. MELISSA DEWIN 1501200037

### 0 CHARGES/DEBITS

There were no transactions this period.

### 1 CHECK PROCESSED

Number	Date	Amount
92	12/10	1,500,000.00

### DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00



MEMBER FDIC

0017734 000000002 000031382

102

NAN\_000392

JA\_001638



NEVADA STATE BANK

ACCOUNT # 0612030684

This Statement:  
December 31, 2007  
PAGE 2 of 2

12-4-07  
Carmel Nevada  
NEVADA STATE BANK  
Ref# 70156578 \$3000.00

NEVADA STATE BANK  
Ref# 30141868 \$1500000.00 Ch# 092

0017734 000000001 000091381

103  
NAN\_000393  
JA\_001639

**EXHIBIT 1-G**

**EXHIBIT 1-G**

## Therese Shanks

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:29 PM  
**To:** Mark Simons  
**Subject:** FW: Nanyah Vegas Investment  
**Attachments:** Nanyah Vegas CF Letter + Documents.pdf

**From:** [srellamas@gmail.com](mailto:srellamas@gmail.com) [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas  
**Sent:** Saturday, December 8, 2007 2:41 AM  
**To:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Cc:** [mareshel@zahav.net.il](mailto:mareshel@zahav.net.il); [feingold@actcom.co.il](mailto:feingold@actcom.co.il)  
**Subject:** Nanyah Vegas Investment

Dear Mr. Harlap,

Please find attached your investment confirmation letter, as well as the organizational documents for Nanyah Vegas, LLC. If I may be of any assistance in the future, please feel to contact me at anytime.

Best Regards,

--

Summer Rellamas  
Finance & Administration Manager  
Go Global Properties  
3060 E. Post Rd, Suite 110  
P: (702) 617-9861 x101  
F: (702) 617-9862

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**Go Global Properties**

T: (702) 617-9861

F: (702) 617-9862

[www.GoGlobalProperties.com](http://www.GoGlobalProperties.com)

December 7<sup>th</sup>, 2007

Nanyah Vegas, LLC

Via email: [yoav.harlap@nanyah.com](mailto:yoav.harlap@nanyah.com)

[mareshel@zahav.net.il](mailto:mareshel@zahav.net.il)

[feingold@actcom.co.il](mailto:feingold@actcom.co.il)

Dear Mr. Harlap,

Welcome to the Go Global Properties investment family, where innovative solutions meet exceptional results. We'd like to thank you for your recent investment into CanaMex Nevada, LLC. Your wire of one million five-hundred thousand dollars (\$1,500,000) was received on 12/6/2007 and has been recorded under the entity Nanyah Vegas, LLC.

Your 2007 federal tax forms should be received by February 2008 and will be delivered to you via email at [yoav.harlap@nanyah.com](mailto:yoav.harlap@nanyah.com). If you prefer another method of delivery, or would like an additional copy sent directly to your accountant please contact me, Summer Rellamas, via email at [summer@goglobalproperties.com](mailto:summer@goglobalproperties.com), or Carlos directly at [Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com) and we will be happy to make the necessary arrangements. Also, for files, and following this letter are your Nanyah Vegas corporate documents.

Once again we'd like to thank you for your investment and look forward to a long and profitable relationship.

Sincerely,

*Summer Rellamas*

Summer Rellamas  
Finance & Administration Manager

**EXHIBIT 1-H**

**EXHIBIT 1-H**

## Therese Shanks

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:30 PM  
**To:** Mark Simons  
**Subject:** FW: CanaMex Nevada Update  
**Attachments:** 2008 Jan 2nd.pdf

---

**From:** Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta  
**Sent:** Thursday, January 3, 2008 2:19 AM  
**To:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Subject:** CanaMex Nevada Update

Hello Yoav,

Please review the attached, at your leisure, and let me know if you have any questions.

Thanks.

Carlos Huerta  
Go Global Properties  
3883 Howard Hughes Parkway  
Suite 590  
Las Vegas, NV 89169  
T: 702.617.9861  
F: 702.617.9862

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**Go Global Properties**  
**3883 Howard Hughes Pkwy #590**  
**Las Vegas, NV 89169**  
**Ph: 702.617.9861**  
**Fax: 702.617.9862**

January 2, 2008

RE: CanaMex Nevada, LLC

Let this serve as a brief update to our project adjacent to the US 95 and Boulder City in Clark County Nevada. The following bordered section is an excerpt from the Clark County Board of Commissioner's meeting agenda for January 2<sup>nd</sup>, 2008.

**UNINCORPORATED**

**18. NZC-1289-07 – ELDORADO HILLS, LLC:**

**AMENDED ZONE CHANGE** to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).

BW/am/mh

PC Action - Approved

**EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS**

At 1:56 pm today, the Board of County Commissioners unanimously approved our rezoning application. The new M-1 zoning designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the entire site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Hope that this finds you all healthy and happy in this New Year.

Respectfully,

*Carlos Huerta*

Carlos Huerta

**EXHIBIT 1-I**

**EXHIBIT 1-I**

**Therese Shanks**

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:30 PM  
**To:** Mark Simons  
**Subject:** FW: Nanyah Vegas - Annual Investor Update  
**Attachments:** Yoav Harlap AIU.pdf

**From:** srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas  
**Sent:** Wednesday, January 30, 2008 2:18 AM  
**To:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Subject:** Nanyah Vegas - Annual Investor Update

Dear Mr. Harlap,

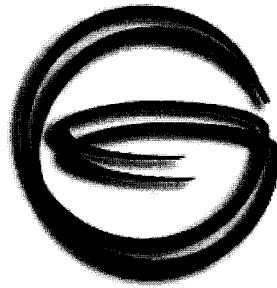
Please find attached your annual investor portfolio which summarizes your investments with Go Global Properties. If you have any questions, or would like a hard copy mailed to you, please feel free to contact me at anytime.

Sincerely,

--

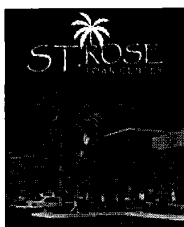
Summer Rellamas  
Finance & Administration Manager  
Go Global Properties  
3060 E. Post Rd, Suite 110  
P: (702) 617-9861 x101  
F: (702) 617-9862

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GO GLOBAL  
PROPERTIES

## Annual Investor Update



3883 Howard Hughes Parkway • Suite 590 • Las Vegas, NV • 89169 • Ph: 1 702 617 9861 • Fax: 1 702 617 9862



## GO GLOBAL PROPERTIES

*"Where innovative solutions, meet exceptional results."*

Dear Go Global Investor,

As we close out 2007 and welcome in 2008 we'd like to take this time to thank you for being a part of the Go Global Properties investment family. In this annual investor update you will find an Overall Financial Market Outlook for 2008, a summary of your investment portfolio with Go Global, and a Contact Information sheet. As we prepare for the 2007 tax season, and in order to ensure that pertinent information reaches you in the most efficient manner, please take the time to review your Contact Information sheet. Any additions or corrections may be faxed to Summer Rellamas at 702-617-9862 or emailed to [summer@goglobalproperties.com](mailto:summer@goglobalproperties.com). You may expect to receive your 2007 Schedule K-1 forms by the end of March 2008. If you would like an additional copy sent directly to your accountant/financial advisor please provide their information on the Contact Information sheet.

2007 has been a banner year for Go Global with milestones for several of our projects.

CanaMex Nevada is home to 161.93 acres of partially developed property located on the edge of Clark County off of US 95 and Silverline Road, on the east side of the McCollough Mountain Range, just past the Railroad Pass Casino. The property has spectacular views of Boulder City, Nevada with great access to major interstates and is strategically located adjacent to the proposed Boulder City Bypass. Initial zoning consisted of R-U (Rural Open Land) on the northern 80 acres and M-2 (Industrial) on the southern 80 acres. However, on January 2, 2008 the Clark County Board of Commissioners unanimously approved our rezoning application to reclassify the 80 acres of R-U to M-1 (Light Manufacturing). The new M-1 designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the new site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Dean Martin Center consists of +/- 6 acres of property located on I-15 in Southern Highlands. The property is one of the few undeveloped parcels in or near the master planned community and is currently zoned for a mixed-use office and retail development. We are currently working on a full-scale lease-out and development of approximately 125,000 square-feet of class A office space and another 20,000 square feet of retail. As of December we have received final approval on construction financing through City National Bank and expect to break ground on vertical construction in February.

The Retreat at Mt. Charleston is +/- 4 acres of property strategically located at the top of Mt. Charleston, Nevada just a 40-minute drive from the Las Vegas Strip and boasts one of the most scenic views in all of Nevada. The project will be a high-end condo/hotel resort and retreat featuring state of the art spa, restaurant, banquet, and reception facilities. Although currently not in the development stages, the property is home to The Mt. Charleston Lodge, an income generating asset, which in March 2007 received their 3<sup>rd</sup> consecutive 1<sup>st</sup> place finish in AOL CityGuide Las Vegas City's Best 2007 "Outdoor Dining" category. For the full article or more information on the lodge please visit <http://www.mtcharlestonlodge.com>.

If you would like more information on these or any of our other investment opportunities please contact our Marketing Director, Dan DeArmas at 702-617-9861 x103 or [ddearmas@goglobalproperties.com](mailto:ddearmas@goglobalproperties.com).

Once again we'd like to thank you for being a part of the Go Global properties investment family and may your 2008 be filled with health and prosperity.

Sincerely,



Summer Rellamas  
Finance & Administration Manager





## GO GLOBAL PROPERTIES

*"Where innovative solutions, meet exceptional results."*

### 2008 Go Global Properties Overall Financial Market Outlook

As we begin the New Year, Go Global Properties would like to take this opportunity to provide you with an overview of the financial market in Southern Nevada. Go Global Properties continues its commitment to servicing all of its projects with a relentless dedication to maximizing profitability. Go Global Properties believes that its projects are positioned well in the market and poised for success in the coming months and years.

The current financial markets in the U.S. have led to a credit crunch with regard to residential refinancing and new home loans. Many of our banks, because of the sub prime loan market's well-documented failures, have begun to tighten their traditional banking standards. As a result, the underwriting process is becoming increasingly more arduous. This will affect real estate construction and development, as it will trickle down to other types of lending/financing such as commercial project and land loans. Nationally, in 2007 only six major U.S. cities have posted residential price increases of over 5%.

Nevada's largest regional bank (Nevada State Bank, owned by Zions Bank) had one of its strongest years ever, but did not provide many land or residential loans. It generated more than \$1.5 billion in RE loans (very strong for a bank of its size), flourished in extending loans on cash-flowing assets (mostly leased properties), and plans to continue this business model in 2008. While the current credit crunch should persist through 2008, with bank underwriting continuing to tighten, most well-versed economists and bankers expect the lending markets to become healthy and stable by end of year 2008 or 2009.

It is the opinion of Go Global Properties that the lending markets and real estate markets must work in harmony in order to achieve a good bill of health. However, the billions of dollars of loans extended to inappropriate borrowers over the past five years along with predatory lending standards, has sent a shockwave through the industry that will require great introspection, reexamination, and revamping of all lending protocols. Once this situation is better understood and controlled, there will be an improved banking/lending environment.

Currently, life insurance companies and pension funds are gobbling up many of the large commercial real estate loans while the banks sit on the sidelines. This will lead to a lack of financing, which will affect development and financing throughout 2008. Appraisals are also subject to these financial pressures. The lenders are now ensuring that appraisers use more conservative capitalization rates in their calculations, which results in lower appraised values. Appraisers today are often being asked to review and re-review their prior work for any possible oversights or mistakes.

These conditions have caused some to compare today's Las Vegas to 1990's Southern California. Despite current market pressures, Las Vegas has strengths which should overcome the forces which depressed the Southern California market in the 1990's. In general, immense liquidity still exists in the Las Vegas market. "Unlike the California crash in the early 90's", says well-known economist Dr. Keith Schwer, "there is a lot of liquidity in the markets today." In the early 90's, lack of employment also contributed to the markets crashing. Today's Las Vegas, unlike California of the 1990's, has job creation, liquidity and limited land, which will offset the principal market forces that crashed Southern California.

Mini-perms (from construction loans) may be a good option for the next 2-3 years, before obtaining permanent financing. Many lenders currently prefer mini-perms as a less risky alternative to extending permanent loans.

In Las Vegas, we are still experiencing considerable growth, but, inward migration is down from prior years according to the number of driver's license permits issued annually.

On the very positive side, in Las Vegas and nationally, rental rates are moving up. This has helped some of the commercial loans out in the market today and explains why regional banks, like Nevada State Bank, have had banner years, so long as they stayed away from the sub prime residential loans that have harmed many large institutions such as Morgan Stanley, Citibank, and Merrill Lynch.

**From The Wall Street Journal**  
Dec. 20, 2007

Bear Stearns posted the first quarterly loss in its 84-year history on a higher-than-projected \$1.9 billion in mortgage write-downs. The company reported negative revenue of \$379 million as write-downs surpassed revenue. Chairman and Chief Executive James E. Cayne said the firm was "obviously upset" with the results and that Bear's executive committee won't receive bonuses this year.

In regards to the national economy, with the rise in oil prices, we will remain on edge as to whether we dip into a recession, but it is expected that oil prices will go back down again soon.

The decrease in value of the U.S. dollar is great for tourism and should increase business in Las Vegas. We are now seeing many foreigners, from Asia specifically, looking at buying real estate in our market. Las Vegas will be opening another 40,000 rooms in 2009 which should cause a huge wave of tourism to hit Las Vegas. This expansion should also spur substantial job growth, which will lead to a rather strong leasing market for apartments and residential real estate.

Economic downturns will test young people's mettle, but short-term problems must be managed with an eye towards addressing the long-term problems. In the big picture, the national economy is very, very important to us, but the U.S. economy has continued to grow with industrial vacancies being very low, specifically in Las Vegas, due to a lack of industrial land. The office markets have held up fine with retail rentals continuing to remain very strong. Residential sales have been very soft, but Las Vegas is still building, and had a total of 35,000 homes sold in 2007 (new and re-sales). As long as the local market can provide goods or services that people want, like tourism, Las Vegas will do well in the long term.

For now, banks will still evaluate the individual project based on its fundamentals: Whether the project has realistic assumptions/projections. Due Diligence by the developers is also very important. This is the overwhelming message to developers both locally and nationwide. A healthy project will remain a healthy project and financing will be available for healthy projects moving forward, although a bit more scrutinized than before.

### Full Ranking of Fastest-Growing States

Census Bureau's estimates of the population of each state on July 1, 2007. The states are listed in order of rate of population increase from 2006 to 2007.

<u>State</u>	<u>July 2007</u>	<u>July 2006</u>	<u>%Change</u>
Nevada	2,565,382	2,492,427	2.9
Arizona	6,338,755	6,165,689	2.8
Utah	2,645,330	2,579,535	2.6
Idaho	1,499,402	1,463,878	2.4
Georgia	9,544,750	9,342,080	2.2
North Carolina	9,061,032	8,869,442	2.2
Texas	23,904,380	23,407,629	2.1
Colorado	4,861,515	4,766,248	2.0
Wyoming	522,830	512,757	2.0
South Carolina	4,407,709	4,330,108	1.8
Oregon	3,747,455	3,691,084	1.5
Washington	6,468,424	6,374,910	1.5
New Mexico	1,969,915	1,942,302	1.4
Delaware	864,764	852,747	1.4
Tennessee	6,156,719	6,074,913	1.3
Louisiana	4,293,204	4,243,288	1.2
Montana	957,861	946,795	1.2
Oklahoma	3,617,316	3,577,536	1.1
Florida	18,251,243	18,057,508	1.1
South Dakota	796,214	788,467	1.0
Virginia	7,712,091	7,640,249	0.9
Arkansas	2,834,797	2,809,111	0.9
Alaska	683,478	677,450	0.9
Kentucky	4,241,474	4,204,444	0.9
California	36,553,215	36,249,872	0.8
Minnesota	5,197,621	5,154,586	0.8
Alabama	4,627,851	4,590,240	0.8
Kansas	2,775,997	2,755,817	0.7
Missouri	5,878,415	5,837,639	0.7
Mississippi	2,918,785	2,899,112	0.7
Indiana	6,345,289	6,302,646	0.7
Nebraska	1,774,571	1,763,765	0.6
Illinois	12,852,548	12,777,042	0.6
Iowa	2,988,046	2,972,566	0.5
Wisconsin	5,601,640	5,572,660	0.5
District of Columbia	588,292	585,459	0.5
Hawaii	1,283,388	1,278,635	0.4
North Dakota	639,715	637,460	0.4
New Hampshire	1,315,828	1,311,821	0.3
Maryland	5,618,344	5,602,017	0.3
Pennsylvania	12,432,792	12,402,817	0.2
Massachusetts	6,449,755	6,434,389	0.2
New Jersey	8,685,920	8,666,075	0.2
Connecticut	3,502,309	3,495,753	0.2
West Virginia	1,812,035	1,808,699	0.2
Maine	1,317,207	1,314,910	0.2
New York	19,297,729	19,281,988	0.1
Vermont	621,254	620,778	0.1
Ohio	11,466,917	11,463,513	0.02
Michigan	10,071,822	10,102,322	-0.3
Rhode Island	1,057,832	1,061,641	-0.4

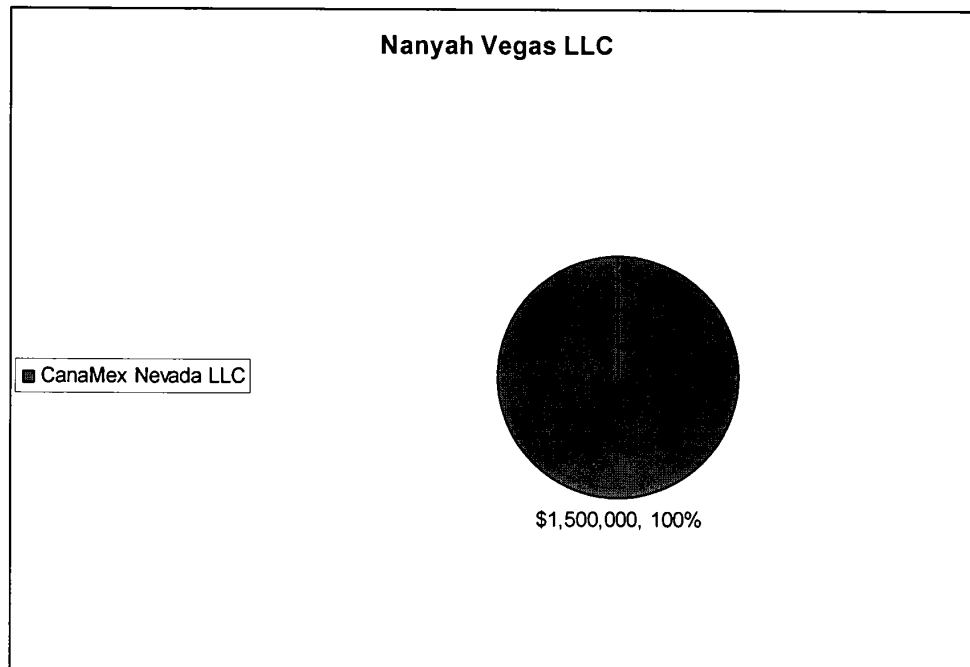


## GO GLOBAL PROPERTIES

*"Where innovative solutions, meet exceptional results."*

### Nanyah Vegas LLC

<u>CanaMex Nevada LLC</u>	<u>\$1,500,000</u>
<b>Total Capital Investment</b>	<b>\$1,500,000</b>



## Contact Information

*Please update any information and return via mail or fax to 702-617-9862*

Investor: Nanyah Vegas LLC  
Tax Payer ID: Applied For  
  
Principal Contact: Yoav Harlap  
Date of Birth: \_\_\_\_\_  
Email: yoav.harlap@nanyah.com  
Address: 134 Haeshel St  
Herzelia, Israel 46644  
Phone: 011-972-54200000

*If you would like a copy of your K-1 sent directly to your accountant/financial advisor please provide their contact information below*

Accountant/  
Financial Advisor: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**EXHIBIT 1-J**

**EXHIBIT 1-J**



## Therese Shanks

---

**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:31 PM  
**To:** Mark Simons  
**Subject:** FW: Update from Vegas  
**Attachments:** 3-13-08 Update.pdf

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**From:** Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta  
**Sent:** Thursday, March 13, 2008 8:19 PM  
**To:** Yoav Harlap <[Yoav.Harlap@Nanyah.com](mailto:Yoav.Harlap@Nanyah.com)>  
**Subject:** Update from Vegas

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

Carlos Huerta  
Go Global Properties  
3883 Howard Hughes Pkwy  
Suite 590  
Las Vegas, NV 89169  
T: 702-617-9861, x102  
e: [Carlos@GoGlobalProperties.com](mailto:Carlos@GoGlobalProperties.com)

\*\*\* eSafe scanned this email for malicious content \*\*\*  
\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*



## Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

[www.GoGlobalProperties.com](http://www.GoGlobalProperties.com)

March 13<sup>th</sup>, 2008

Dear Yoav,

I hope all is well with you at the current time. We, at Go Global Properties, felt it time to send out an update in regards to our CanaMex Nevada project in Las Vegas. We have been diligently progressing with the project and hope this update will provide an understanding of where we stand at the moment, for a lot has happened over the past few months.

- 1) Go Global Properties is still in the process of raising additional capital for the project as we look to acquire the additional 155-acre tract to the north of our property;
- 2) I am scheduled to meet some additional members of the Livnat family (Pro Delta) in The Netherlands on the 19<sup>th</sup> & 20<sup>th</sup> of this month in order to try and finalize funding for the remaining acquisition on the additional 155 acres next to our current 161 acres;
- 3) Although the US economy is slumping and the residential real estate market is in its deepest doldrums ever, industrial projects are still showing considerable strength. In particular, the Las Vegas industrial market is showing stronger lease rates than ever and the occupancy levels remain very high. According to Grubb & Ellis, the U.S. Industrial Market vacancy rate has remained flat at either 7.6% or 7.7% over the past six quarters, with Nevada's Q4 2007 rate at 6.2%. They also report that the 'industrial market showed little reaction to the worsening housing slump,..., and decelerating economic conditions in the 4<sup>th</sup> quarter.'
- 4) We have contracted the design firm Mabu Studios to prepare a 3D virtual tour animation of our vision of the 315-acre property. Mabu Studios work is 80% complete with their first iteration; a current status check can be viewed by going to the following link:  
[www.canamexnevada.com/tour](http://www.canamexnevada.com/tour). We still have approximately two more weeks for us to come to a stage where we are satisfied with the finished product, but the preliminary site plan and flight path are completed.

Because of our property's unique attributes, several national and multinational firms with legitimate interest in establishing a regional location at our site have solicited us. As of late, CanaMex is seriously being considered by these firms as a viable new location for expansion of their current businesses. Although we've been closely and carefully building these relationships and it would be beyond the scope of this update to go into the greater detail at this time, we would like for you to review the following in order to give you a feel of who is considering our project:

I. Composite Power ("CP") ([http://www.compositepower.com/company\\_info.html](http://www.compositepower.com/company_info.html))- A Nevada Corporation, established thirteen years ago, dedicated to the business of manufacturing environmentally friendly energy technologies including more efficient power pole structures and biodiesel fuel. Composite Power's founder and CEO, Roger McCombs visited our property on Saturday, March 8<sup>th</sup>, 2008 and told us that they are very interested in 100 acres of our land, and that they'd want the building/warehouse as well. They are funded by a private equity group as well as receiving grants from the US Dept of Energy. Previous site acquisition history and company information is listed on their website.

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at \$720,000<sup>1</sup> per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

**II. Blackwater USA** (<http://www.blackwaterusa.com/>) - A military/defense contractor currently working in unison with the US Military in both Afghanistan and Iraq. They recently tried to acquire a site in San Diego, CA but were turned down due to strict zoning standards. Our property's current entitlements would be more than suitable for their needs. In fact, the location is an ideal use for them as a training ground/facility whereby we've previously had Blackhawk helicopters as well as several army and military battalions and special forces training on site. We would be willing to lease all or a portion of our property out to them.

**III. Cerberus Capital Management** (<http://www.cerberuscapital.com/>)- In the same field as Blackwater, is being introduced to our project as they are in the market for such a site as well. They are, in many ways, a competitor to Blackwater USA but, as stated in the company web site, the company has been a voracious acquirer of businesses over the past several years and their holdings now include sizable investments in sportswear, paper products, military services, real estate, energy, retail, glassmaking, transportation, and building products. Its holdings amounted to \$24 billion in 2006. While many of its peers have bought out companies in order to strip assets and sell on for a profit, Cerberus builds its reputation on identifying firms that are undervalued, and assisting in rejuvenating them by working with current management.

On October 19, 2006, John W. Snow, President George W. Bush's second United States Secretary of the Treasury, was named chairman of Cerberus.

**IV. Manheim Auto Auction** (<http://www.manheim.com/>)- Contacted us two weeks ago and is considering to lease another 100 acres in the Las Vegas Valley (they've outgrown their current location) and like our location. The price that we've quoted them put them off at first, but they now realize that they cannot find 100 acres of industrially zoned land in the Vegas Valley. Due to subsequent conversations, Manheim, is now seriously considering our site now and are supposed to get back with us. I assured him that we are available to meet or to fortify them with information regarding NDOT's construction of Phase 1 & 2 of the Boulder City Bypass and of traffic information expected around the property. *Note: Personally, I don't think that "our" highest and best use is leasing our land to a Manheim, even though they are a real/capable user.*

**V. Olive Group** (<http://www.olivegroup.com/>)- Olive Group is a leading, global provider of integrated risk mitigation solutions to multinational corporations, governments, non-governmental organizations and private individuals. Olive Group is also a military contractor with presence in Afghanistan and Iraq. We will be presenting to them, as they are looking at procuring locations in the western U.S. as well.

As for general property progress and work.....On the 3<sup>rd</sup> of March, we held our third meeting with the Nevada Department of Transportation. They are in charge of developing the new Boulder City Bypass ([www.BoulderCityBypass.com](http://www.BoulderCityBypass.com)) whereby an interchange will be built right on our property. They have agreed to provide and build us a frontage road that will stem off of the new interchange. They realize that our project is one that will be very viable for the future of Clark County. This may potentially increase our project land value by another 40% (by my estimate) in the future, simply because the accessibility will be so great. The future traffic that will traverse this specific area, should allow us to gain the

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<sup>1</sup> This price is consistent with the current industrial land values in our market (usually between \$600,000 to \$1 million per acre), with this property being comparatively very strong. Once we bolster our site with an improved road (about a \$3 million expense) and more utilities, I feel it will be the best location in this metro area.

economic support and zoning approvals for the remaining 155 acres to the north of our property and will make our project a true success not only from the public perception, but financially for all of us.

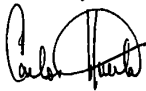
At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

Indubitably, we are beginning to realize the ultimate value of our M-1 and M-2 (industrial) designation, which we were fortunate enough to gain approvals for this past January. This one, distinguishing attribute has turned our property into a viable option to a multitude of large companies that, otherwise, would not have considered us. Once these companies realize what the Boulder City Bypass will "be" and what a phenomenal location we're in, they will begin to realize our true value.

As for all of the "gloom and doom" about our economy here in the United States and globally, being that the U.S. started the recent contraction globally, we are very confident that come November of 2008 that the U.S. will lead the rebound and things, by this time next year, will be much more positive and back to more normal yields. Also, the industrial market has not been so adversely affected, as the housing market and other sectors have been (energy and utilities obviously having been huge winners over the past year). Regardless, we think that late-summer will be the lowest of the low for us and that the dollar will begin to regain strength.

Although our potential list of clients seems very promising, we have not yet turned to a contract with any of them, but we do remain very encouraged by our prospects. ***Because of the level of sensitivity and confidentiality required by some of the above companies, please do not discuss this report with anyone for now in order to not breach their trust at this time.*** Go Global prides itself in acting very discreetly when the time calls for it. At any time, you may review the most recent for the CanaMex Nevada project at <http://www.CanaMexNevada.com/>. As always, do not hesitate to contact me with any questions, solutions, thoughts, and/or ideas.

Sincerely,



Carlos Huerta, Managing Manager  
CanaMex Nevada, LLC

**EXHIBIT 1-K**

**EXHIBIT 1-K**

**Therese Shanks**

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**From:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Sent:** Monday, October 16, 2017 2:31 PM  
**To:** Mark Simons  
**Subject:** FW: CanaMex Nevada 2007 K-1  
**Attachments:** Nanyah Vegas CanaMex 2007 K-1.pdf

**From:** [srellamas@gmail.com](mailto:srellamas@gmail.com) [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas  
**Sent:** Saturday, April 12, 2008 1:13 AM  
**To:** Yoav Harlap <Yoav.Harlap@Nanyah.com>  
**Subject:** CanaMex Nevada 2007 K-1

Hello Mr. Harlap. Attached is your 2007 IRS Form K-1 for your investment in CanaMex Nevada LLC. Please let me know if you have any questions.

--

Summer Rellamas  
Finance & Administration Manager  
Go Global Properties  
3060 E. Post Rd, Suite 110  
Las Vegas, NV 89120  
P: (702) 617-9861 x101  
F: (702) 617-9862

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Schedule K-1  
(Form 1065)Department of the Treasury  
Internal Revenue Service

For calendar year 2007, or tax

year beginning DECEMBER 3, 2007  
ending DECEMBER 31, 2007**2007****Partner's Share of Income, Deductions, Credits, etc.**

► See separate instructions.

**Part I Information About the Partnership****A** Partnership's employer identification number  
26-1508635**B** Partnership's name, address, city, state, and ZIP code  
CANAMEX NEVADA, LLC  
C/O GO GLOBAL INC  
3060 E. POST RD. STE 110  
LAS VEGAS, NV 89120**C** IRS Center where partnership filed return  
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number**APPLIED FOR****F** Partner's name, address, city, state, and ZIP code  
NANYAH VEGAS, LLC  
3060 E. POST RD. STE 110  
LAS VEGAS, NV 89120**G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? PARTNERSHIP**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	99.0000000%	99.0000000%
Loss	99.0000000%	99.0000000%
Capital	99.0000000%	99.0000000%

**K** Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

**L** Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	1,500,000.
Current year increase (decrease)	\$	<2,515.
Withdrawals & distributions	\$	
Ending capital account	\$	1,497,485.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book  
☐ Other (explain)
☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

<b>1</b> Ordinary business income (loss)	<b>15</b> Credits
<2,515.>	
<b>2</b> Net rental real estate income (loss)	<b>16</b> Foreign transactions
<b>3</b> Other net rental income (loss)	
<b>4</b> Guaranteed payments	
<b>5</b> Interest income	
<b>6a</b> Ordinary dividends	<b>17</b> Alternative min tax (AMT) items
<b>6b</b> Qualified dividends	
<b>7</b> Royalties	<b>18</b> Tax-exempt income and nondeductible expenses
<b>8</b> Net short-term capital gain (loss)	
<b>9a</b> Net long-term capital gain (loss)	
<b>9b</b> Collectibles (28%) gain (loss)	<b>19</b> Distributions
<b>9c</b> Unrecaptured sec 1250 gain	<b>20</b> Other information
<b>10</b> Net section 1231 gain (loss)	
<b>11</b> Other income (loss)	
<b>12</b> Section 179 deduction	
<b>13</b> Other deductions	
<b>14</b> Self-employment earnings (loss)	
<b>A</b> 0.	

\*See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261  
12-31-07

CANAMEX NEVADA, LLC C/O GO GLOBAL INC

26-1508635

SCHEDULE K-1 CURRENT YEAR INCREASES (DECREASES)

DESCRIPTION	AMOUNT	TOTALS
ORDINARY INCOME (LOSS)	<2,515.>	
SCHEDULE K-1 INCOME SUBTOTAL		<2,515.>
TOTAL TO SCHEDULE K-1, ITEM L		<2,515.>

19340410 796474 CANA8635

10 PARTNER NUMBER 2  
2007.05040 CANAMEX NEVADA, LLC C/O GO CANA8631

123  
NAN\_000271  
JA\_001664

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	K Empowerment zone and renewal community employment credit	Form 8844, line 3
Passive loss	L Credit for increasing research activities	See the Partner's Instructions
Passive income	M New markets credit	
Nonpassive loss	N Credit for employer social security and Medicare taxes	Form 1040, line 64
Nonpassive income	O Backup withholding	
	P Other credits	See the Partner's Instructions
2. Net rental real estate income (loss)	16. Foreign transactions	
3. Other net rental income (loss)	A Name of country or U.S. possession	Form 1116, Part I
Net income	B Gross income from all sources	
Net loss	C Gross income sourced at partner level	
4. Guaranteed payments	Foreign gross income sourced at partnership level	Form 1116, Part I
5. Interest income	D Passive category	
6a. Ordinary dividends	E General category	
6b. Qualified dividends	F Other	Form 1116, Part I
7. Royalties	Deductions allocated and apportioned to partner level	
8. Net short-term capital gain (loss)	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	Form 1116, Part I
9c. Unrecaptured section 1250 gain	I Passive category	
10. Net section 1231 gain (loss)	J General category	
11. Other income (loss)	K Other	Form 1116, Part II
Code	L Total foreign taxes paid	
A Other portfolio income (loss)	M Total foreign taxes accrued	Form 1116, line 12
B Involuntary conversions	N Reduction in taxes available for credit	
C Sec. 1256 contracts & straddles	O Foreign trading gross receipts	Form 8873
D Mining exploration costs recapture	P Extraterritorial income exclusion	Form 8873
E Cancellation of debt	Q Other foreign transactions	See the Partner's Instructions
F Other income (loss)	17. Alternative minimum tax (AMT) items	
12. Section 179 deduction	A Post-1966 depreciation adjustment	See the Partner's Instructions and the instructions for Form 6251
13. Other deductions	B Adjusted gain or loss	
A Cash contributions (50%)	C Depletion (other than oil & gas)	
B Cash contributions (30%)	D Oil, gas, & geothermal - gross income	
C Noncash contributions (50%)	E Oil, gas, & geothermal - deductions	
D Noncash contributions (30%)	F Other AMT items	
E Capital gain property to a 50% organization (30%)	18. Tax-exempt income and nondeductible expenses	
F Capital gain property (20%)	A Tax-exempt interest income	Form 1040, line 8b
G Investment interest expense	B Other tax-exempt income	See the Partner's Instructions
H Deductions - royalty income	C Nondeductible expenses	See the Partner's Instructions
I Section 59(e)(2) expenditures	19. Distributions	
J Deductions - portfolio (2% floor)	A Cash and marketable securities	See the Partner's Instructions
K Deductions - portfolio (other)	B Other property	See the Partner's Instructions
L Amounts paid for medical insurance	20. Other information	
M Educational assistance benefits	A Investment income	Form 4952, line 4a
N Dependent care benefits	B Investment expenses	Form 4952, line 5
O Preproductive period expenses	C Fuel tax credit information	Form 4136
P Commercial revitalization deduction from rental real estate activities	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
Q Pensions and IRAs	E Basis of energy property	See the Partner's Instructions
R Reforestation expense deduction	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 6
S Domestic production activities information	G Recapture of low-income housing credit (other)	Form 8611, line 8
T Qualified production activities income	H Recapture of investment credit	Form 4255
U Employer's Form W-2 wages	I Recapture of other credits	See the Partner's Instructions
V Other deductions	J Look-back interest - completed long-term contracts	Form 6697
14. Self-employment earnings (loss)	K Look-back interest - income forecast method	Form 8866
Note: If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.	L Dispositions of property with section 179 deductions	See the Partner's Instructions
A Net earnings (loss) from self-employment	M Recapture of section 179 deduction	
B Gross farming or fishing income	N Interest expense for corporate partners	
C Gross non-farm income	O Section 453(j)(3) information	
15. Credits	P Section 453A(c) information	
A Low-income housing credit (section 42(j)(5))	Q Section 1260(b) information	
B Low-income housing credit (other)	R Interest allocable to production expenditures	
C Qualified rehabilitation expenditures (rental real estate)	S CCF nonqualified withdrawals	
D Other rental real estate credits	T Information needed to figure depletion - oil and gas	
E Other rental credits	U Amortization of reforestation costs	
F Undistributed capital gains credit	V Unrelated business taxable income	
G Credit for alcohol used as fuel	W Other information	
H Work opportunity credit		
I Welfare-to-work credit		
J Disabled access credit		

**EXHIBIT 1-L**

**EXHIBIT 1-L**

CANAMEX NEVADA, LLC  
3060 E. POST RD, STE 110  
LAS VEGAS, NV 89120  
(702) 617-9861

April 3, 2011

NANYAH VEGAS, LLC  
3060 E. POST RD, STE 110  
LAS VEGAS, NV 89120

RE: CANAMEX NEVADA, LLC  
26-1508635  
Schedule K-1

Dear Partner:

Enclosed is your 2010 Schedule K-1 (Form 1065), Partner's Share of Income, Credits, Deductions, Etc., which has been filed with the partnership tax return of CANAMEX NEVADA, LLC.

The amounts reported to you on lines 1 through 20 of the Schedule K-1 represent your share of income, credits, deductions, and other information and must be reported on the appropriate lines of your income tax return. Amounts were allocated to you based on the partnership agreement. The IRS uses codes on some lines of the Schedule K-1 to identify the item and provide reporting information. These codes are identified on page 2 of the Schedule K-1.

Should you have any questions regarding the information reported to you on this Schedule K-1, please call.

Sincerely,

For  
CANAMEX NEVADA, LLC

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
Internal Revenue Service

**2010**

For calendar year 2010, or tax

year beginning \_\_\_\_\_, 2010  
ending \_\_\_\_\_

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

<b>Part I Information About the Partnership</b>													
<b>A</b> Partnership's employer identification number 26-1508635													
<b>B</b> Partnership's name, address, city, state, and ZIP code CANAMEX NEVADA, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120													
<b>C</b> IRS Center where partnership filed return OGDEN, UT													
<b>D</b> <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)													
<b>Part II Information About the Partner</b>													
<b>E</b> Partner's identifying number APPLIED FOR													
<b>F</b> Partner's name, address, city, state, and ZIP code NANYAH VEGAS, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120													
<b>G</b> <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member													
<b>H</b> <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner													
<b>I</b> What type of entity is this partner? <u>PARTNERSHIP</u>													
<b>J</b> Partner's share of profit, loss, and capital (see instructions): <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th> <th style="text-align: center; border-bottom: 1px solid black;">Beginning</th> <th style="text-align: center; border-bottom: 1px solid black;">Ending</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Profit</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Loss</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Capital</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	99.00000 %	99.00000 %	Loss	99.00000 %	99.00000 %	Capital	99.00000 %	99.00000 %	
	Beginning	Ending											
Profit	99.00000 %	99.00000 %											
Loss	99.00000 %	99.00000 %											
Capital	99.00000 %	99.00000 %											
<b>K</b> Partner's share of liabilities at year end: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Nonrecourse . . . . .</td> <td style="width: 20%;">\$</td> </tr> <tr> <td>Qualified nonrecourse financing . . . . .</td> <td>\$</td> </tr> <tr> <td>Recourse . . . . .</td> <td>\$</td> </tr> </table>	Nonrecourse . . . . .	\$	Qualified nonrecourse financing . . . . .	\$	Recourse . . . . .	\$							
Nonrecourse . . . . .	\$												
Qualified nonrecourse financing . . . . .	\$												
Recourse . . . . .	\$												
<b>L</b> Partner's capital account analysis: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Beginning capital account . . . . .</td> <td style="width: 20%;">\$ 1,497,695.</td> </tr> <tr> <td>Capital contributed during the year . . . . .</td> <td>\$</td> </tr> <tr> <td>Current year increase (decrease) . . . . .</td> <td>\$ -10.</td> </tr> <tr> <td>Withdrawals and distributions . . . . .</td> <td>\$</td> </tr> <tr> <td>Ending capital account . . . . .</td> <td>\$ 1,497,685.</td> </tr> </table> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> Tax basis    <input type="checkbox"/> GAAP    <input type="checkbox"/> Section 704(b) book  <input type="checkbox"/> Other (explain)                 </div>	Beginning capital account . . . . .	\$ 1,497,695.	Capital contributed during the year . . . . .	\$	Current year increase (decrease) . . . . .	\$ -10.	Withdrawals and distributions . . . . .	\$	Ending capital account . . . . .	\$ 1,497,685.			
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Capital contributed during the year . . . . .	\$												
Current year increase (decrease) . . . . .	\$ -10.												
Withdrawals and distributions . . . . .	\$												
Ending capital account . . . . .	\$ 1,497,685.												
<b>M</b> Did the partner contribute property with a built-in gain or loss? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>If "Yes", attach statement (see instructions)</small>													

<input type="checkbox"/> Final K-1 <input type="checkbox"/> Amended K-1			
651110 OMB No. 1545-0099			
<b>Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items</b>			
1	Ordinary business income (loss)	15	Credits
	-10.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction		
13	Other deductions		
14	Self-employment earnings (loss)		
		19	Distributions
		20	Other information
*See attached statement for additional information.			
FOR IRS USE ONLY			

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

PTPA0312 01/25/11

126  
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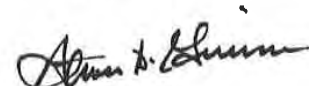
This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

<b>1</b>	<b>Ordinary business income (loss).</b> Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.			<b>Code</b>		<b>Report on</b>
	Passive loss			<b>K</b>	Disabled access credit	See the Partner's Instructions
	Passive income			<b>L</b>	Empowerment zone and renewal community employment credit	Form 8844, line 3
	Nonpassive loss			<b>M</b>	Credit for increasing research activities	See the Partner's Instructions
	Nonpassive income			<b>N</b>	Credit for employer social security and Medicare taxes	Form 8846, line 5
<b>2</b>	<b>Net rental real estate income (loss)</b>			<b>O</b>	Backup withholding	Form 1040, line 61
<b>3</b>	<b>Other net rental income (loss)</b>			<b>P</b>	Other credits	See the Partner's Instructions
	Net income		Schedule E, line 28, column (g)	<b>16</b>	<b>Foreign transactions</b>	
	Net loss		See the Partner's Instructions	<b>A</b>	Name of country or U.S. possession	Form 1116, Part I
<b>4</b>	<b>Guaranteed payments</b>		Schedule E, line 28, column (j)	<b>B</b>	Gross income from all sources	
<b>5</b>	<b>Interest income</b>		Form 1040, line 8a	<b>C</b>	Gross income sourced at partner level	
<b>6 a</b>	<b>Ordinary dividends</b>		Form 1040, line 9a	<b>Foreign gross income sourced at partnership level</b>		
<b>6 b</b>	<b>Qualified dividends</b>		Form 1040, line 9b	<b>D</b>	Passive category	Form 1116, Part I
<b>7</b>	<b>Royalties</b>		Schedule E, line 4	<b>E</b>	General category	
<b>8</b>	<b>Net short-term capital gain (loss)</b>		Schedule D, line 5, column (f)	<b>F</b>	Other	
<b>9 a</b>	<b>Net long-term capital gain (loss)</b>		Schedule D, line 12, column (f)	<b>Deductions allocated and apportioned at partner level</b>		
<b>9 b</b>	<b>Collectibles (28%) gain (loss)</b>		28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	<b>G</b>	Interest expense	Form 1116, Part I
<b>9 c</b>	<b>Unrecaptured section 1250 gain</b>		See the Partner's Instructions	<b>H</b>	Other	Form 1116, Part I
<b>10</b>	<b>Net section 1231 gain (loss)</b>		See the Partner's Instructions	<b>Deductions allocated and apportioned at partnership level to foreign source income</b>		
<b>11</b>	<b>Other Income (loss)</b>			<b>I</b>	Passive category	Form 1116, Part I
	<b>Code</b>			<b>J</b>	General category	
<b>A</b>	Other portfolio income (loss)		See the Partner's Instructions	<b>K</b>	Other	
<b>B</b>	Involuntary conversions		See the Partner's Instructions	<b>Other information</b>		
<b>C</b>	Section 1256 contracts and straddles		Form 6781, line 1	<b>L</b>	Total foreign taxes paid	Form 1116, Part II
<b>D</b>	Mining exploration costs recapture		See Pub 535	<b>M</b>	Total foreign taxes accrued	Form 1116, Part II
<b>E</b>	Cancellation of debt		Form 1040, line 21 or Form 982	<b>N</b>	Reduction in taxes available for credit	Form 1116, line 12
<b>F</b>	Other income (loss)		See the Partner's Instructions	<b>O</b>	Foreign trading gross receipts	Form 8873
<b>12</b>	<b>Section 179 deduction</b>		See the Partner's Instructions	<b>P</b>	Extraterritorial income exclusion	Form 8873
<b>13</b>	<b>Other deductions</b>			<b>Q</b>	Other foreign transactions	See the Partner's Instructions
<b>A</b>	Cash contributions (50%)	See the Partner's Instructions		<b>17</b>	<b>Alternative minimum tax (AMT) items</b>	
<b>B</b>	Cash contributions (30%)			<b>A</b>	Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
<b>C</b>	Noncash contributions (50%)			<b>B</b>	Adjusted gain or loss	
<b>D</b>	Noncash contributions (30%)			<b>C</b>	Depletion (other than oil & gas)	
<b>E</b>	Capital gain property to a 50% organization (30%)			<b>D</b>	Oil, gas, & geothermal — gross income	
<b>F</b>	Capital gain property (20%)		<b>E</b>	Oil, gas, & geothermal — deductions		
<b>G</b>	Contributions (100%)		<b>F</b>	Other AMT items		
<b>H</b>	Investment interest expense		Form 4952, line 1	<b>18</b>	<b>Tax-exempt income and nondeductible expenses</b>	
<b>I</b>	Deductions — royalty income		Schedule E, line 18	<b>A</b>	Tax-exempt interest income	Form 1040, line 8b
<b>J</b>	Section 59(e)(2) expenditures		See the Partner's Instructions	<b>B</b>	Other tax-exempt income	See the Partner's Instructions
<b>K</b>	Deductions — portfolio (2% floor)		Schedule A, line 23	<b>C</b>	Nondeductible expenses	See the Partner's Instructions
<b>L</b>	Deductions — portfolio (other)		Schedule A, line 28	<b>19</b>	<b>Distributions</b>	
<b>M</b>	Amounts paid for medical insurance		Schedule A, line 1 or Form 1040, line 29	<b>A</b>	Cash and marketable securities	See the Partner's Instructions
<b>N</b>	Educational assistance benefits		See the Partner's Instructions	<b>B</b>	Distribution subject to section 737	
<b>O</b>	Dependent care benefits		Form 2441, line 12	<b>C</b>	Other property	
<b>P</b>	Preproductive period expenses		See the Partner's Instructions	<b>20</b>	<b>Other Information</b>	
<b>Q</b>	Commercial revitalization deduction from rental real estate activities		See Form 8582 Instructions	<b>A</b>	Investment income	Form 4952, line 4a
<b>R</b>	Pensions and IRAs		See the Partner's Instructions	<b>B</b>	Investment expenses	Form 4952, line 5
<b>S</b>	Reforestation expense deduction		See the Partner's Instructions	<b>C</b>	Fuel tax credit information	Form 4136
<b>T</b>	Domestic production activities information		See Form 8903 Instructions	<b>D</b>	Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
<b>U</b>	Qualified production activities income		Form 8903, line 7b	<b>E</b>	Basis of energy property	See the Partner's Instructions
<b>V</b>	Employer's Form W-2 wages		Form 8903, line 17	<b>F</b>	Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
<b>W</b>	Other deductions		See the Partner's Instructions	<b>G</b>	Recapture of low-income housing credit (other)	Form 8611, line 8
<b>14</b>	<b>Self-employment earnings (loss)</b>			<b>H</b>	Recapture of investment credit	Form 4255
<b>Note.</b> If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.				<b>I</b>	Recapture of other credits	See the Partner's Instructions
<b>A</b>	Net earnings (loss) from self-employment		Schedule SE, Section A or B	<b>J</b>	Look-back interest — completed long-term contracts	See Form 8697
<b>B</b>	Gross farming or fishing income		See the Partner's Instructions	<b>K</b>	Look-back interest — income forecast method	See Form 8866
<b>C</b>	Gross non-farm income		See the Partner's Instructions	<b>L</b>	Dispositions of property with section 179 deductions	See the Partner's Instructions
<b>15</b>	<b>Credits</b>			<b>M</b>	Recapture of section 179 deduction	
<b>A</b>	Low-income housing credit (section 42(j)(5)) from pre-2008 buildings		See the Partner's Instructions	<b>N</b>	Interest expense for corporate partners	
<b>B</b>	Low-income housing credit (other) from pre-2008 buildings		See the Partner's Instructions	<b>O</b>	Section 453(j)(3) information	
<b>C</b>	Low-income housing credit (section 42(j)(5)) from post-2007 buildings		Form 8586, line 11	<b>P</b>	Section 453A(c) information	
<b>D</b>	Low-income housing credit (other) from post-2007 buildings		Form 8586, line 11	<b>Q</b>	Section 1260(b) information	
<b>E</b>	Qualified rehabilitation expenditures (rental real estate)	See the Partner's Instructions		<b>R</b>	Interest allocable to production expenditures	
<b>F</b>	Other rental real estate credits			<b>S</b>	CCF nonqualified withdrawals	
<b>G</b>	Other rental credits		<b>T</b>	Depletion information — oil and gas		
<b>H</b>	Undistributed capital gains credit		Form 1040, line 71; check box a	<b>U</b>	Amortization of reforestation costs	
<b>I</b>	Alcohol and cellulosic biofuel fuels credit		Form 6478, line 8	<b>V</b>	Unrelated business taxable income	
<b>J</b>	Work opportunity credit		Form 5884, line 3	<b>W</b>	Precontribution gain (loss)	
				<b>X</b>	Section 108(i) information	
				<b>Y</b>	Other information	



# EXHIBIT 2

# EXHIBIT 2

  
CLERK OF THE COURT

1 **TRAN**

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DISTRICT COURT  
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, SEPTEMBER 11, 2014

**RECORDER'S TRANSCRIPT OF PROCEEDINGS:**

NOTICE OF HEARING

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT AND COUNTERMOTION FOR PARTIAL SUMMARY  
JUDGMENT

APPEARANCES:

For the Plaintiffs:

For the Defendants:

BRANDON B. MCDONALD, ESQ.

SAMUEL S. LIONEL, ESQ.

RECORDED BY: TRACI RAWLINSON, COURT RECORDER

1 LAS VEGAS, NEVADA, THURSDAY, SEPTEMBER 11, 2014, 10:34 A.M.

2 \* \* \* \* \*

3 THE COURT: Appearances please.

4 MR. MCDONALD: Good morning, Your Honor, Brandon McDonald on behalf  
5 of the Plaintiffs.

6 THE COURT: Thank you.

7 MR. LIONEL: Good morning, Your Honor, Sam Lionel on behalf of the  
8 Defendant Sig Rogich Trust.

9 THE COURT: Thank you Mr. Lionel; thank you Mr. McDonald. All right, this  
10 is the Defendant Eldorado Hills LLC's motion for Partial Summary Judgment. We  
11 have an opposition with a countermotion.

12 Please proceed, Mr. Lionel.

13 MR. LIONEL: Yes, Your Honor. I prefer to use the podium, Your Honor,  
14 because it brings me closer to the Court and my hearing is not the very best.

15 THE COURT: You know I -- you guys I always feel like I'm screaming. I  
16 have an extra mic up here. If I need to speak louder let me know.

17 MR. LIONEL: Yes, Your Honor. Your Honor, this is a motion of the  
18 Rogich -- this is a matter between --

19 THE COURT: Eldorado Hills.

20 MR. LIONEL: Eldorado Hills and the Nanyah Vegas LLC. Those are the  
21 only parties that are involved in this motion.

22 THE COURT: Right.

23 MR. LIONEL: We call it a motion for partial summary judgment because  
24 there was actually a misjoinder here really and they only have one claim and it's  
25 that one claim only. There are still three remaining claims which are the subject of

1 another motion that we have filed, Your Honor, but not yet submitted.

2 THE COURT: I went ahead and looked at that in the event that the issues  
3 may bleed over and they do seem to be distinct -- the issues are distinct from this  
4 motion to the other motion.

5 MR. LIONEL: I have trouble hearing the Court, Your Honor.

6 THE COURT: Sorry. I did look at the motion that's set for hearing on  
7 September 25<sup>th</sup> and the issues are distinct from this to the other.

8 MR. LIONEL: Yes, Your Honor. Well this motion of course has nothing to do  
9 with that other motion.

10 THE COURT: Right.

11 MR. LIONEL: Here we have a claim by Nanyah Vegas LLC against Eldorado  
12 Hills for a million and a half, claiming unjust enrichment. Its complaint says that in  
13 2006 -- 2007 it invested a million and a half in Eldorado but it never received that  
14 interest and therefore Eldorado has been unjustly enriched and they are  
15 suing -- and is suing for that amount. Now if -- they said they spent the money for  
16 the investment, they didn't get it. Obviously there is some kind of a claim if you buy  
17 something or pay for something and you don't get it. Those facts really spell out a  
18 claim of some kind against someone else. And the issue you really have with  
19 respect to the limitations issue is when did that claim accrue. The statute of  
20 limitations is clear under 11.190(2) and also under 11.220, that it's a four-year  
21 statute. 11.220 says if it is not any particular statute four years is the statute and  
22 11.190(2) says that if there is an obligation which is not supported by a written  
23 instrument, it's a four-year statute of limitations.

24 This suit was commenced on July 31, 1913<sup>1923</sup> -- 1923 [sic]. I was born  
25 after 1913, Your Honor, but that's a 19 month interval, Your Honor. We go from the

1 end of 2007 when they said they paid the money until the filing of this complaint,  
2 actually amended complaint here, is 19 months. It goes from 2007, 2008, 2009,  
3 2010, '11, '12, until July 31 of 2013. So really the issue is whether or not the claim  
4 accrued during that 19 month period. In *Soper versus Means* and the other cases  
5 in the Court, the *Bank of Nevada versus Jamison Partnership* and other cases, the  
6 claim accrues when you know of the facts which gives you the claim or you should  
7 have known about it under the circumstances. And we say here that clearly within  
8 that 19 month period Nanyah Vegas should have known it had a claim and it failed  
9 to sue within that period of time and therefore the statute of limitations applies.

10 Now the manager of Nanyah Vegas, and there's only one manager  
11 and there's an exhibit we filed which is Exhibit 1 to our reply which says that the  
12 manager is Yoav Harlap and it shows his address in Israel; he is from Israel. Now  
13 there is no affidavit here by Mr. Harlap, no declaration by Mr. Harlap, no document  
14 indicating any communications he may have had or surely had with Mr. Huerta who  
15 was a registered agent who apparently has been acting for him. As a matter of fact  
16 Mr. Huerta has testified he was the steward of his money and that Mr. Harlap said  
17 you are gonna manage my particular money.

18 Now Mr. Harlap is a sophisticated man. Mr. Huerta testified in his  
19 deposition that he makes investments all around the world. Now here's a million  
20 and a half invested in 2006 -- 2007 according to the complaint and he never got the  
21 interest. Certainly he -- any reasonable man who invests a million and a half is  
22 gonna find out what happened to the money. And he certainly should have known  
23 what happened to that, certainly within the -- at least the -- within the 19 months  
24 period, the window that I talked about between the time of the giving of the money  
25 or what he thought was investing the money and the time that the complaint was

1 filed.

2 Not only that, in 2008, October 30<sup>th</sup> which is the date that the  
3 agreement sued upon here in the -- on the other claims, there is an Exhibit A which  
4 shows potential claimants and it says Nanyah Vegas through Canamex, a million  
5 and a half whatever that may mean. But he certainly knew, must have known or  
6 something or should have known at that particular point in time that he had a  
7 complaint -- some kind of a case against someone because of the money he put in  
8 and got nothing for it. And it's more than four years between the time that the  
9 potential claimant exists and the time of the filing of the complaint. Therefore, Your  
10 Honor, we say that the claim of Nanyah Vegas is barred by the statute of  
11 limitations.

12 I would like to go on, Your Honor, to a second ground for why we  
13 should be granted summary judgment. We filed a response -- we filed a motion  
14 then they filed an opposition, we filed a reply and when they filed their opposition  
15 they added a counterclaim saying they wanted -- the counterclaim was for a  
16 million -- for the 1,500 [sic] which of course is what their original claim is; it's a  
17 duplication. And they also wanted a dismissal of the counterclaim which we had  
18 filed against Mr. Huerta. We took the position in that counterclaim that if for any  
19 reason Eldorado -- it was a judgment against Eldorado -- that we had a right to that  
20 money back for Mr. Huerta because he took the money. He's got the money. And I  
21 will talk more about that in this argument.

22 This Tuesday we were served with an 11 page reply to -- let me put it  
23 another way, our response to their countermotion was only 14 lines, contained no  
24 argument. On Tuesday we were served with an 11 page reply to those 14 lines and  
25 a five page supplement saying supplemental legal argument. And that -- I want to

1 talk about that series of documents we were served with. It relies on very recent  
2 depositions we've taken approximately two weeks ago. We only got copies of  
3 those on Monday. The deponents have not had an opportunity to look at it and see  
4 whether it's correct, whether any changes should be made. It's not certified and I  
5 think it's clear that that type of evidence is not valid with respect to motion for  
6 summary judgment; it's not the admissible evidence.

7 THE COURT: And let me indicate to both of you that I rarely consider  
8 countermotions because I'm concerned about the due process rights of the parties.  
9 When a motion is filed and then a countermotion is filed it doesn't allow for a full  
10 briefing so I rarely consider them.

11 MR. LIONEL: Not only that, the rule doesn't properly provide for any kind of  
12 timing with respect to it. It deals with statute of limitations which was not in my  
13 reply. It -- actually it talks about third party beneficiaries, something we didn't deal  
14 with. It contains matters not related to the Nanyah claim and if Your Honor has  
15 looked at it, a lot of things have nothing to do with this claim but a lot of the things  
16 are just not true and has caused a problem. On page two, Your Honor, of their  
17 reply, this newfound reply, they state and I'm reading page two line 14: Mr. Rogich  
18 has failed to inform Mr. Huerta on August 21, 2014, the date of Mr. Rogich's  
19 deposition, that he Mr. Rogich received a million dollars from his new partner  
20 Eldorado in October 2008. It wasn't until Melissa Olivas, August 27, 2014  
21 deposition that this information was divulged notwithstanding this profiteering, and it  
22 goes on and on. We get to page 80, talks about this million dollars a number of  
23 places and he says it wasn't until this litigation persisted that these hidden proceeds  
24 surfaced. Now that has no right to be in there, Your Honor; has nothing to do with  
25 anything; has nothing to do with any claim in this case; nothing to do with



1 anything -- the other summary judgment motion. And my client, Mr. Rogich, was  
2 somewhat outraged by reading that and he -- and if I don't point this out to the  
3 Court he's gonna be outraged at me. I have, Your Honor, a document. I prefer it  
4 not to be marked but I'd like to give a copy to Your Honor.

5 THE COURT: Make sure that you provide a copy to Mr. McDonald. Thank  
6 you.

7 MR. LIONEL: The contract sued upon here closed on August 30, 2008 and  
8 this is one of the documents that was put into that escrow.

9 THE COURT: Is this related to the purchase agreement of the same date?

10 MR. LIONEL: Same date, yes, Your Honor.

11 THE COURT: Right.

12 MR. LIONEL: And it says pursuant to this written instruction the parties  
13 hereto agree and direct escrow agent to release five million to the FDIC. The  
14 additional one million dollars, the one that we finally divulged on August 27<sup>th</sup>, to be  
15 delivered to the Rogich Trust pursuant to the membership purchase agreements;  
16 shall be held in escrow by a Nevada titling company until the FDIC closes,  
17 executes, and records all applicable documents. There are five signatures on here  
18 and one of those is Mr. Carlos Huerta. He signed it. Now he knew about that  
19 million dollars -- actually the million dollars came because of -- because Mr. Elidas  
20 [phonetic] bought some stock from him as did Mr. Flangas and he chipped in  
21 \$500,000 and there's a contract which shows that. And it just -- as I say, I don't  
22 want this exhibit marked. I don't like to put it in the record but my client felt in view  
23 of the fact that he was accused of this that I should show that to the Court.

24 Now, Your Honor, in my motion I said there were certain undisputed  
25 material facts. I just want to refer to one at this moment and that is that there is no

1 evidence, no evidence that Nanyah ever invested anything in Eldorado. And I  
2 prepared at that point in my footnote which I added to my motion I said that  
3 Eldorado believes based on Huerta's deposition testimony Nanyah will argue that  
4 somehow Harlap's 1.5 million paid for Nanyah investment in Eldorado. The  
5 additional facts show clearly that Huerta, Harlap's steward, appropriated for himself  
6 almost 95% of it as a consulting fee thus the Harlap money was not available to  
7 purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado  
8 accept or retain any such benefit. If there is -- Nanyah Vegas never invested  
9 anything in Eldorado.

10 We must get summary judgment because they have no claim for  
11 anything and we have shown by the testimony of Mr. Huerta which he gave in the  
12 deposition that there was a million and a half that was wired by Mr. Harlap to a  
13 Canamex account in the Nevada State Bank to the attention of someone. And  
14 Mr. Huerta testified yes I instructed Mr. Harlap to send the \$1,500,000 to the  
15 Canamex account attention of this particular woman. Canamex was a company  
16 that had been formed a few days before this bank account had been opened, three  
17 days before by Mr. Huerta. The \$1,500,000 went into that account. The money  
18 came in on December 6, 2007. The very next day it was deposited in Eldorado  
19 account. A couple of days later \$1,450,000, Mr. Huerta had transferred from that  
20 Eldorado account to a money market account. And days later \$1,420,000 was  
21 taken out of the money market account payable to Go Global which is Mr. Huerta's  
22 100% owned company. So within a period of eight days Mr. Harlap's million and a  
23 half which he sent to Canamex not Nanyah Vegas was taken by Mr. Huerta and  
24 Mr. Huerta's company. And in this transaction there is nothing in there which deals  
25 with Nanyah Vegas. Mr. Huerta had control of that money all the time, he put it in

1 Eldorado, put it in the money account, took out \$1,420,000, 95% of that. Now that's  
2 the basis for my undisputed material fact that there is no evidence, no evidence that  
3 Nanyah invested any money in Eldorado and therefore there should be summary  
4 judgment granted with respect to Eldorado's claim -- with respect to Nanyah Vegas'  
5 claim against Eldorado.

6 THE COURT: Thank you.

7 Mr. McDonald.

8 MR. MCDONALD: Since he used the podium I guess I'll use it too.

9 THE COURT: Certainly.

10 MR. MCDONALD: I believe it's necessary to clarify quite a few of the  
11 representations made by opposing counsel in this matter because he's trying to  
12 present to the Court a very insular view of very few of the facts in this case. This  
13 was a situation where my client and Mr. Rogich invested into a company that held a  
14 parcel of land, 160 acres out near Boulder City.

15 THE COURT: Isn't it 161 acres?

16 MR. MCDONALD: Yeah 161 acres is what it was. They have had several  
17 successful business dealings previous [sic] and they purchased this land with the  
18 intent to flip it. They had several buyers who were going to buy it for millions of  
19 dollars more than it was worth; came upon a time when those deals fell through  
20 because the market had collapsed and the company was in trouble. My client  
21 Mr. Huerta was contributing towards the company by paying on a loan debt that  
22 was owed on the property and he was contributing more than Mr. Rogich was. At  
23 one point he had approximately 4.2 million dollars into the property and in our  
24 opposition we provided a breakdown of the funds that were provided by the parties.  
25 Mr. Huerta had 4.2 million dollars invested. He couldn't continue to contribute to

1 the company without going bankrupt himself so they went out and started looking  
2 for investors.

3           Mr. Huerta approached Nanyah Vegas and Nanyah Vegas decided  
4 we'll contribute 1.5 million dollars towards the company. The money -- it's not  
5 disputed that the money went into Canamex Nevada and I'll tell you -- I'll explain  
6 what Canamex Nevada is just in case there's any confusion. Canamex Nevada  
7 was intended to be an entity that would market several parcels of land that were to  
8 be joined together including this 161 acre parcel. So there were several parcels  
9 that were gonna come together and they were gonna be marketed as Canamex  
10 Nevada. So this Canamex Nevada entity that is referred to is actually a part of this  
11 Eldorado Hills investment. So the money goes into Canamex Nevada but the deals  
12 are falling through so the money is transferred into Eldorado Hills. Now the money  
13 was eventually transferred -- a portion of it was transferred to Mr. Huerta or Go  
14 Global but that went to reduce his advance payments in the company from 4.2  
15 million to approximately 2.7 or somewhere around that number. That's the number  
16 that you see in the purchase agreement from October of 2008. So --

17           THE COURT: I have it here if I need to refer to it.

18           MR. MCDONALD: So the representations that Eldorado Hills didn't receive  
19 any benefit from that 1.5 million are completely disingenuous because if that money  
20 hadn't gone to Mr. Huerta then the purchase agreement would have been for 4.2  
21 million dollars instead of 2.7. So this is a -- this is an expense that was being paid  
22 back by Eldorado Hills.

23           THE COURT: Well but what about the statute of limitations argument?

24           MR. MCDONALD: Okay yeah I was gonna get to the statute of limitations.

25           THE COURT: That's really the critical issue here.

1 MR. MCDONALD: Right.

2 THE COURT: Why did your client wait so late and --

3 MR. MCDONALD: Well -- so there was -- in 2008 the purchase agreements  
4 were stricken -- were executed between the parties and it was agreed that  
5 Mr. Huerta would assist Mr. Rogich in trying to resolve --

6 THE COURT: And how do I know that? Did you provide his affidavit?

7 MR. MCDONALD: It's stated -- yeah, Mr. Huerta has an affidavit -- a  
8 declaration that's attached in the opposition.

9 THE COURT: All right.

10 MR. MCDONALD: And the purchase agreements --

11 THE COURT: Let me pull it up so I can follow it.

12 MR. MCDONALD: Okay. The purchase agreements themselves actually  
13 state that Mr. Huerta or Go Global would work in order to resolve the claims from  
14 the investors. Several of the investors were paid back. If you look at the claimants  
15 in the purchase agreement there's Eddyline Investments, there's the Ray Family  
16 Trust, Nanyah Vegas, Antonio Nevada, and then there's two that have been left off.  
17 Out of those the only ones that -- the only one that wasn't paid back was Nanyah  
18 Vegas. And so representations were made that these entities would be paid back.  
19 The membership purchase agreement contemplates that instead of Nanyah Vegas  
20 receiving an interest in the company that it would be essentially converted into a  
21 debt that would be paid back. So October 2008, representations are being made  
22 that yes there will be efforts to pay back these entities.

23 Now time goes by and the real estate market is eventually coming back  
24 and no -- at no point in time did Mr. Rogich or anybody on behalf of Eldorado Hills  
25 inform my clients that they wouldn't be paid back their investments. There was

1 nothing to indicate to my clients that they weren't gonna be paid back until fall of  
2 2012 when Mr. Rogich called Mr. Huerta and let him know look I'm letting go of my  
3 investment in Eldorado Hills and the representations up until recently have been  
4 that he's letting it go for essentially nothing; he's getting nothing out of his interest.  
5 We now know that that's not correct. He actually did receive a piece of property  
6 and approximately \$680,000 out of the deal but it wasn't until that point --

7 THE COURT: But this -- I'm talking about now, unjust enrichment as against  
8 Eldorado only.

9 MR. MCDONALD: Right. So --

10 THE COURT: Not other claims.

11 MR. MCDONALD: So it wasn't until fall of 2012 that Nanyah Vegas learned  
12 that they weren't going to be paid back their 1.5 million dollars. So fall of 2012  
13 would be the date that the --

14 THE COURT: And this is my next question and I'm sorry if I'm interrupting  
15 you too much but the complaint talks about a capital investment and then this  
16 affidavit talks about a loan. What was it?

17 MR. MCDONALD: Well it was initially intended to be a capital investment but  
18 then once it was --

19 THE COURT: What does that mean? Was it -- there was no promissory  
20 note and there's no issuance of stock and there's no writing, no -- nothing to  
21 document what that was. And then you give me inconsistent factual basis and you  
22 ask me to make conclusions.

23 MR. MCDONALD: Well the way that these entities did business, Your Honor,  
24 was not -- it wasn't by the book is what I'm trying to say. There were several  
25 investors including -- we've provided purchase agreements for Craig Dunlap and

1 Eric Reitz who are also investors who contributed funds but they eventually got their  
2 money back out of the deal because it was agreed that they'd be paid back. The  
3 same thing was the case for Nanyah Vegas. They contributed 1.5 million dollars to  
4 the company. The company retained the benefit of that 1.5 million dollars and  
5 never returned that benefit to Nanyah Vegas. So it wasn't until fall of 2012 that  
6 Nanyah Vegas learned we're not getting paid back and then in July of 2013, within  
7 less than a year of learning that they were damaged, they went and filed their  
8 complaint against opposing counsel. Now according to the -- not against opposing  
9 counsel, against the opposing party.

10 Now according to the case law that we provided to the Court there is  
11 the Discovery of Damage Rule which shows that the statute of limitations begins to  
12 occur at the point when the damage was ascertained. At this point our client had  
13 no representations from Mr. Rogich or anybody from Eldorado Hills that they  
14 weren't gonna get paid back. In fall of 2012 they got that representation and then  
15 they filed within July of 2013. This isn't a case where they sat upon their rights and  
16 just sat around and waited for nothing. This is a case where they thought we're  
17 gonna get paid back because all the other people have been paid back and now it's  
18 fall of 2012, we're being told --

19 THE COURT: Right but that's a breach of contract argument. That's not an  
20 unjust enrichment argument. That's my concern.

21 MR. MCDONALD: Well, Your Honor, I believe that the same principles apply  
22 in this case where they contributed the 1.5 million dollars to the company and there  
23 were representations made that they would be paid back eventually and they  
24 weren't informed that they weren't gonna be paid back until fall of 2012. So as far  
25 as the statute of limitations is concerned, the discovery of damages wasn't until fall



1 of 2012. Even under an unjust enrichment claim the statute wouldn't accrue until  
2 well after July 2013 when we filed. So we're asking the Court to deny their motion  
3 for summary judgment on the statute of limitations based on the fact that the  
4 damage was discovered in fall of 2012. The complaint was filed July of 2013 and  
5 therefore it was filed within the period of time necessary. Now we do have  
6 countermotions for summary judgment and the Court has indicated that --

7 THE COURT: You know I'm really -- I don't want to cut you off from making  
8 your record but I'm really not inclined to deal with a dispositive request for relief  
9 when there's not due process to both sides. If you believe you have a cause of  
10 action then file your motion and give them the chance to fully brief it; give me the  
11 chance to fully digest the facts and determine the law. But -- and it's not to cut you  
12 off.

13 MR. MCDONALD: No.

14 THE COURT: But I'm not inclined.

15 MR. MCDONALD: Understood, Your Honor.

16 THE COURT: Thank you. Mr. McDonald, is there anything further?

17 MR. MCDONALD: Let me just check my notes and make sure that I've  
18 addressed everything. I believe that's it, Your Honor.

19 THE COURT: Thank you.

20 MR. MCDONALD: Thank you.

21 THE COURT: And the reply please.

22 MR. LIONEL: I'll be very brief, Your Honor. There's no evidence here about  
23 these numbers and Mr. Huerta put certain money in the company and so forth and  
24 so on. The fact remains he took the money out. There was no money for Nanyah  
25 and there is no record of any kind which shows that any money from Nanyah was

1 put into Eldorado; even the money that went in was Canamex money. The money  
2 came from Mr. Harlap to Canamex as instructed by Mr. Huerta. When counsel  
3 says that certain people -- potential claimants got paid, they didn't get paid by  
4 Eldorado. Eldorado was not part of that contract that's the purchase agreement  
5 here. It's not a party, Your Honor. And when counsel says well they were not  
6 notified until 2012 that they weren't gonna get paid, if somebody owes me money  
7 and they say they're gonna pay me but they don't pay me for a while, there's no  
8 tolling. The statute of limitations is running and those potential claimants which  
9 clearly counsel -- Mr. Harlap must have known about was more than four years  
10 prior to the time this action was commenced. Your Honor, we submit that summary  
11 judgment should be -- partial summary judgment should be granted to Eldorado  
12 with respect to Eldorado Claims.

13 THE COURT: All right, this is the Defendant Eldorado Hills' motion for partial  
14 summary judgment. It relates only to request for dismissal of Nanyah LLC on the  
15 fourth cause of action for unjust enrichment. There was an opposition filed which I  
16 reviewed and the countermotion which I've declined to hear today. So the  
17 countermotion will be denied without prejudice to start but I am going to grant the  
18 motion for partial summary judgment for the following reasons: first of all both the  
19 complaint and the amended complaint in paragraph 45 state Nanyah's grounds for  
20 relief as against Eldorado as being based upon a capital investment but the  
21 evidence is that there was no investment by Nanyah directly into Eldorado. A lack  
22 of contractual privity precludes any relief under the unjust enrichment cause of  
23 action but additionally the statute of limitations would preclude the cause of action  
24 by this Plaintiff as against this Defendant -- this particular cause of action and the  
25 fourth cause of action simply because it's the -- I don't need to determine any

1 questions of fact to determine the statute of limitations. The cause of action if any  
2 would have risen at the time of the investment and there's no analysis needed to  
3 determine when the cause of action arose in this case simply because there's no  
4 contractual privity. So for those reasons the motion will be granted; Mr. Lionel to  
5 prepare the order.

6 Mr. McDonald, do you wish to sign off on that?

7 MR. MCDONALD: Yes, Your Honor.

8 MR. LIONEL: I will prepare it, Your Honor.

9 THE COURT: All right. Any questions gentlemen?

10 MR. LIONEL: No, Your Honor.

11 THE COURT: Very good. I guess I'll see you September 25<sup>th</sup>.

12 MR. LIONEL: Yes, Your Honor.

13 THE COURT: Thank you both.

14 MR. LIONEL: We'll be there.

15 PROCEEDING CONCLUDED AT 11:05 A.M.

16 \* \* \* \* \*

17  
18  
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-  
20 video recording of this proceeding in the above-entitled case.

21

22

23

24

25

*Traci Rawlinson*  
TRACI RAWLINSON  
Court Recorder/Transcriber

## Reception

**From:** efilingmail@tylerhost.net  
**Sent:** Wednesday, April 11, 2018 4:52 PM  
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## Notification of Service

Case Number: A-13-686303-C

Case Style: Carlos Huerta, Plaintiff(s)vs.Eldorado Hills LLC, Defendant(s)

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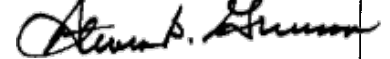


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Filing Details	
<b>Case Number</b>	A-13-686303-C
<b>Case Style</b>	Carlos Huerta, Plaintiff(s)vs.Eldorado Hills LLC, Defendant(s)
<b>Date/Time Submitted</b>	4/11/2018 3:57 PM PST
<b>Filing Type</b>	Reply in Support - RIS (CIV)
<b>Filing Description</b>	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief
<b>Filed By</b>	Sharon Murnane
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*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

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

**DEPT. NO.: XXVII**

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

v.

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

Defendants.

**CONSOLIDATED WITH:**

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

**REPLY TO OPPOSITION TO**  
**COUNTERMOTION FOR SUMMARY**  
**JUDGMENT;**  
**AND COUNTERMOTION FOR NRCP**  
**56 (f) RELIEF**

1       **REPLY TO OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT;**  
2       **AND COUNTERMOTION FOR NRCP 56 (f) RELIEF**

3       Nanyah Vegas, LLC ("Nanyah") submits the following reply to the opposition to  
4       countermotion for summary judgment requiring this Court to find in favor of Nanyah  
5       that: (1) Nanyah invested \$1.5 million into Eldorado; (2) Nanyah has a direct implied in  
6       fact contract with Eldorado for repayment of its investment and/or issuance of a  
7       membership interest (which obligations have been breached by Eldorado); and (3)  
8       Nanyah is an express third-party beneficiary of multiple contracts entered into by  
9       defendants to repay Nanyah its \$1.5 million investment and/or cause to be issued a  
10      membership interest (which obligations have been breached by defendants); and the  
11      reply to the opposition to Nanyah's NRCP 56(f) relief.  
12

13      **I.     THE DOCTRINE OF LAW OF THE CASE APPLIES IN CONSOLIDATED**  
14      **PROCEEDINGS.**

15      The Nevada Supreme Court has already rejected the defendants' argument that  
16      the statute of limitations commences to run on Nanyah's claims at some time other than  
17      when Nanyah discovered the defendants' wrongful actions in December, 2012. In a  
18      desperate attempt to avoid the application of the law of the case, the defendants  
19      contend that the law of the case doctrine does not apply in consolidated proceedings.  
20      This contention is incorrect.  
21

22      In Anthem Highlands Cmty. Ass'n v. Viega, Inc., 2013 WL 149573, at \*2 (D. Nev.  
23      Jan. 14, 2013), Judge Jones addressed the application of law of the case in  
24      consolidated proceedings and stated that the consolidated cases are treated as one  
25      proceeding and "the law of the case as given in any of the member cases will stand as  
26      the law of the case in the consolidated cases." *See also* GMAC Mortg., LLC v.  
27      McKeever, 2011 WL 1899237, at \*1 (E.D. Ky. May 19, 2011) ("Since the instant case  
28      was consolidated, earlier decisions in other consolidated cases are part of the same



1 case.”).

2 **II. THE DEFENDANTS CANNOT AVOID THEIR ADMISSIONS THAT NANYAH**  
3 **INVESTED IN ELDORADO.**

4 First, Eldorado’s own bank records and internal accounting demonstrates the  
5 receipt and retention of Nanyah’s \$1.5 million investment. Exhs. 6, 7. Strangely,  
6 defendants argue that these records are not evidence. Contrary to defendants’  
7 contentions, these documents are business records of Eldorado and are therefore  
8 admissible. See e.g., NRS 51.035(3)(a) (admission of party representative statement);  
9 51.035(3)(b) (party adoption of admission); 51.035(3)(c) (authorized statement).  
10 Defendants try to gloss over Eldorado’s bank statement and internal accounting as if  
11 they don’t exist—they do—and these admissions are conclusively binding on Eldorado  
12 confirming Nanyah’s \$1.5 million investment into Eldorado.  
13

14  
15 Second, the defendants’ brief does not address NRS 47.240(2) mandatory  
16 conclusive evidentiary presumption. Specifically, NRS 47.240(2) establishes a  
17 conclusive presumption establishing all facts recited in a written instrument as follows:

18 [There is a conclusive presumption of] [t]he truth of the fact recited,  
19 from the recital in a written instrument between the parties thereto, or their  
20 successors in interest by a subsequent title . . . .

21 **Id. Nanyah’s \$1.5 million investment into Eldorado is recited in the Purchase**  
22 **Agreement, the two Membership Interest Purchase Agreements and in Eldorado’s**  
23 **Amended Operating Agreement, Nanyah is entitled to a membership interest**  
24 **and/or full repayment of its investment, as this fact is conclusively established**  
25 **and must be treated as true and uncontestable by this Court. Harpaz v. Laidlaw**  
26 **Transit, Inc., 942 A.2d 396, 412 (2008) (“the conclusive presumption . . . attaches and**  
27 **the employer is barred from contesting . . . .”); Kusior v. Silver, 54 Cal. 2d 603, 619,**  
28 **354 P.2d 657, 668 (1960) (“A conclusive presumption is in actuality a substantive rule**

1 of law.”).

2 Defendants do not address the application of NRS 47.240’s provisions.

3 Therefore, Nanyah is entitled to summary judgment as requested as the established  
4 facts are not contested—which means they must be accepted as true—and the legal  
5 application of NRS 47.240 is not contested—meaning that the application of this statute  
6 is mandatory and uncontested. Ortega v. Reyna, 114 Nev. 55, 58, 953 P.2d 18, 20  
7 (1998) (“Further, “[i]f the facts set forth in support of a motion for summary judgment  
8 are not controverted by the opposing party, then those facts are presumed to be true.”);  
9 Walls v. Brewster, 112 Nev. 175, 178, 912 P.2d 261, 263 (1996) (“We conclude that it  
10 was proper for the district court to construe Walls’ failure to respond to Brewster’s  
11 motion to dismiss as an admission that the motion was meritorious and as a consent to  
12 grant the motion.”). Again, summary judgment in Nanyah’s favor is required on this  
13 independent basis.

14 Third, it should not be lost on the Court that the defendants also fail to contest  
15 that the defendants have already admitted that Nanyah invested \$1.5 million into  
16 Eldorado and/or that all the relevant contracts confirm Nanyah’s \$1.5 million investment  
17 **into Eldorado!** In both Membership Interest Purchase Agreements, Rogich and the  
18 Rogich Trust admit and confirm that Nanyah invested \$1.5 million into Nanyah and  
19 Exhibit D clearly and unequivocally states the following:

20 **Seller [Rogich and the Rogich Trust] confirms that certain amounts**  
21 **have been advanced to or on behalf of the Company [Eldorado] by**  
22 **certain third-parties [including Nanyah], as referenced in Section 8 of**  
23 **the Agreement.**

24 ...

25 3. Nanyah Vegas, LLC ...

26 \$1,500,000

27 Exhs. 12 and 13, at Exh. D. See also Section 8(c) of both Membership Interest

1 Purchase Agreements (“Nanyah . . . invested or otherwise advanced . . . [\$1.5  
2 million in] funds [to Eldorado].” *Id.*, p. 12, Section 8(c) (emphasis added). The  
3 defendants have already “confirmed” Nanyah’s \$1.5 million investment into Eldorado.  
4 Again, these facts are not contested or traversed requiring that Eldorado and the  
5 defendants be bound by such facts and summary judgment in Nanyah’s favor is  
6 mandated. *Ortega v. Reyna*, 114 Nev. 55, 58, 953 P.2d 18, 20 (1998) (“Further, “[i]f the  
7 facts set forth in support of a motion for summary judgment are not controverted by the  
8 opposing party, then those facts are presumed to be true.”).

10 Fourth, it is undisputed that Huerta was Eldorado’s Managing Member during the  
11 relevant periods of time. See Op. Mot., SOFs ¶¶1-20. Huerta’s statements are  
12 conclusive and binding upon Eldorado and each of the defendants, confirming and  
13 establishing that Nanyah did invest \$1.5 million into Eldorado and should have received  
14 a membership interest.<sup>1</sup> See NRS 51.035(3)(a) (admission of party representative  
15 statement); 51.035(3)(b) (party adoption of admission); 51.035(3)(c) (authorized  
16 statement). The defendants cannot escape or avoid the consequences of Eldorado’s  
17 Managing Member’s representations and admissions and summary judgment is again  
18 required in Nanyah’s favor.

19 Fifth, the defendants spend the bulk of their brief arguing that the Court should  
20

21  
22  
23 <sup>1</sup> *Sharp Elecs. Corp. v. Lodgistix, Inc.*, 772 F. Supp. 540, 546 (D. Kan. 1991) (“once it  
24 has been shown that the agent was authorized, either expressly or impliedly, to make  
25 representations or statements concerning the subject matter to which the challenged  
26 statements pertain, the principal is bound by the agent’s statements.”); *Cordaro v.*  
27 *Singleton*, 229 S.E.2d 707, 709 (N.C. App. 1976) (“A principal is bound by statements  
28 made by an agent acting within the scope of his authority and in the course of his  
agency.”); 2A N.Y. Jur. 2d Agency § 279 (Feb. 2018) (“principal is bound by statements  
and declarations made by the agent within the scope of . . . the actual or apparent  
authority of the principal.”).’

1 ignore the undisputed evidence that Nanyah invested in Eldorado. Instead, defendants  
2 contend that Nanyah's original investment was into Canamex, LLC ("Canamex").  
3 However, defendants ignore "the rest of the story". The rest of the story is that the  
4 Canamex deal was cancelled and Nanyah's investment was rolled-over into Eldorado.  
5 Specifically, on October 25, 2008, Huerta, Eldorado's Managing Member states as  
6 follows:  
7

8 We'll have to, somehow, transfer Nanyah's interests to Eldorado,  
9 since the intention in taking their \$1.5 million was to really be an  
10 investment into the 160-acre property [owned by Eldorado] not necessarily  
11 a phantom company. . . . [a]s managers, it's obvious that Sig and I are  
12 bound to do our best, from a fiduciary perspective.

13 See **Exhibit 22**.<sup>2</sup> Defendants were fully satisfied and agreed with Nanyah's roll-over of  
14 its \$1.5 million into Eldorado and Eldorado and all the defendants subsequently ratified  
15 and confirmed Nanyah's \$1.5 million into Eldorado. See Exhs. 6, 7, 11, 12, 13, 14.  
16 Again, summary judgment in Nanyah's favor is required.<sup>3</sup>

17 **III. A CAUSE OF ACTION DOES NOT ACCRUE ON THE DATE A CONTRACT IS**  
18 **SIGNED—IT ACCRUES ON THE DATE A PLAINTIFF IS INFORMED OF THE**  
19 **DEFENDANTS' BREACH.**

20 The defendants continue to argue that Nanyah's cause of actions commenced  
21 on the date the defendants and Eldorado entered into the October 30, 2008 contracts.  
22 However, defendants cite no case law or other legal authority that the date a party  
23 enters into a contract establishes the "breach" which causes a statute of limitations to  
24 run. This is because there is no such rule of law. Further, the Nevada Supreme Court  
25 in this case has already rejected that very contention.

26 <sup>2</sup> See also **Exhibit 23**, Affidavit of Mark G. Simons ("Simons' Aff.") at ¶4.  
27

28 <sup>3</sup> Of note, Eldorado's Managing Member freely acknowledged the fiduciary duties owed  
by Eldorado, Huerta and Rogich to Nanyah.

1           Instead, as the Nevada Supreme Court has already articulated as the “law of the  
2 case”, the statute of limitations does not commence to run until Nanyah became aware  
3 of the defendants’ intentions not to honor their contractual obligations, *i.e.* in December,  
4 2012. The date of Nanyah’s discovery of the defendants’ breach is uncontested and  
5 Nanyah is entitled to summary judgment on this issue as a matter of law.<sup>4</sup>  
6

7       **IV.   NANYAH’S 7<sup>TH</sup> CLAIM FOR FRAUDULENT TRANSFER IS NOT**  
8       **EXTINGUISHED.**

9           There is clearly a question of fact as to when the actual “transfer” of the Eldorado  
10 membership interest from the Rogich Trust to the Eliades Trust occurred. Defendants  
11 contend that the contracts referenced such a transfer so that establishes that a transfer  
12 did in fact occur. That contention does not satisfy the requirements of NRS 111.220(b)  
13 which requires “proof” of the actual transfer occurring.  
14

15           Using a simple analogy, party A sells a car to party B. While the contract may be  
16 consummated and money changes hands, party B has not yet “perfected” ownership in  
17 the car until the DMV has issued a new title in party B’s name. Until title is issued in  
18 party B’s name, the title remains unperfected. Similarly, in the present case, while the  
19 Eliades Trust allegedly purchased the Rogich Trust’s interest in Eldorado, that purchase  
20 has never been perfected by the issuance of a membership certificate to the Eliades  
21 Trust. Because no membership certificate has yet been issued, the transfer has not yet  
22  
23

---

24       <sup>4</sup> The defendants cite to Mackintosh v. California Fed. Sav., 113 Nev. 393, 935 P.2d  
25 1154 (1997). Mackintosh actually stands for the very proposition Nanyah has briefed to  
26 this Court. In Mackintosh, the Nevada Supreme Court said that the statute of  
27 limitations started running “when Stuart informed Richard” of the potential for flooding of  
28 the property. *Id.* at 403, 935 P.2d at 1161. Accordingly, Mackintosh stands for the  
proposition that a statute of limitations does not commence to run until the injured party  
is “informed” of the harm and/or potential harm. Nanyah was not “informed” of its harm  
until December, 2012.

1 been "perfected", and, the statute of limitations has not yet run on Nanyah's fraudulent  
2 transfer claim.<sup>5</sup> Alternatively, this issue remains a question of fact for Nanyah to be  
3 able to conduct NRCp 56(f) discovery as requested.  
4

5 **V. NANYAH IS ENTITLED TO SUMMARY JUDGMENT AS REQUESTED.**

6 **A. NANYAH IS ENTITLED TO SUMMARY JUDGMENT THAT IT DID NOT**  
7 **DISCOVER THE DEFENDANTS' WRONGFUL ACTIONS UNTIL**  
8 **DECEMBER, 2012.**

9 As demonstrated in Nanyah's opposition, the defendants have stipulated and/or  
10 judicially admitted that they did not inform Nanyah of the Secret Membership  
11 Agreement. Nanyah has affirmatively established that it did not discover the  
12 defendants' bad acts until December, 2012. Defendants have also stipulated that they  
13 have no evidence that contradicts Nanyah's discovery of their bad acts until December,  
14 2012.<sup>6</sup> Accordingly, summary judgment in Nanyah's favor is mandated on this  
15 undisputed issue.

16 **B. NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.**

17 Eldorado's Managing Member admitted Nanyah invested \$1.5 million into  
18 Eldorado. Eldorado's Amended Operating Agreement admits Nanyah invested \$1.5  
19 million into Eldorado. The defendants' various contracts all conclusively admit  
20 (pursuant to NRS 47.240), that Nanyah invested \$1.5 million into Eldorado. The  
21  
22

23  
24 <sup>5</sup> The Court can conclude that no membership certificate has been issued because  
25 defendants' opposition does not provide the membership certificate to the Court.  
Therefore, as a matter of law, a NRS 111.220.

26 <sup>6</sup> Defendants contend that their admission that they lacked any knowledge that Nanyah  
27 discovered their bad acts in December, 2012, should be treated as a denial of that fact.  
Even if the Court ignores that Defendants admitted having no knowledge of when  
28 Nanyah discovered the Defendants' bad acts and instead treat their answer as a denial,  
a denial is not sufficient to avoid entry of summary judgment in Nanyah's favor. Bill  
Stremmel Motors, Inc. v. First National Bank, 94 Nev. 131, 135, 575 P.2d 938 (1978)  
("A denial in an answer does not create an issue of material fact."). Accordingly, under

1 foregoing facts are conclusive and binding on Eldorado and the defendants and each of  
2 them. While defendants have attempted to first deny the investment, and then to claim  
3 that the investment was originally in Canamex, the undisputed evidence is that  
4 Nanyah's \$1.5 million investment was rolled-over into Eldorado. Therefore, the  
5 previous Canamex deal is entirely irrelevant and does not create a question of fact  
6 precluding summary judgment. Further, defendants are precluded from presenting  
7 contradictory claims in an effort to avoid summary judgment against them.<sup>7</sup> They have  
8 all admitted that Nanyah invested \$1.5 million into Eldorado and they are bound by that  
9 admission. The twelve (12) undisputed facts detailed in Nanyah's Counter-motion at  
10 pages 45-47 mandate summary judgment in Nanyah's favor that it invested \$1.5 million  
11 into Eldorado.  
12

13  
14 **C. NANYAH HAS A DIRECT CONTRACTUAL CLAIM AGAINST**  
15 **ELDORADO FOR BREACH OF ITS INVESTMENT CONTRACT.**

16 Nanyah is entitled to summary judgment that Eldorado had an implied in fact  
17 contractual obligation to honor Nanyah's investment of \$1.5 million as a loan and/or to  
18 issue it a membership interest. The defendants have not contested or rebutted  
19 Nanyah's request for summary judgment on this issue and instead merely state that  
20 Nanyah's contention is "without merit." Reply, pp. 20:28-21:1. That is the sum and  
21 substance of the opposition. However, the undisputed facts establish the \$1.5 million  
22 investment and that Eldorado is contractually bound to honor the \$1.5 million it received  
23  
24  
25 either approach, Nanyah is entitled to summary judgment as requested.

26 <sup>7</sup> A party cannot create a question of fact by presenting conflicting evidence and/or  
27 issues to the Court. See e.g., Bank of Las Vegas v. Hoopes, 84 Nev. 585, 586, 445  
28 P.2d 937, 938 (1968) ("Rule 56 expects the [factual] conflict to be created by  
adversaries."); Radobenko v. Automated Equipment Corp., 520 F.2d 540 (9th Cir. 1975)  
("a party [cannot] be allowed to create his own issue of fact by an affidavit contradicting  
his prior deposition testimony").



1 from Nanyah. Eldorado's Managing Member consents, agrees and admits that  
2 Eldorado received the \$1.5 million with the intent and purpose of issuing Nanyah a  
3 membership interest in Eldorado. Eldorado's own Amended Operating Agreement  
4 admits and concedes that Nanyah should have been issued a membership interest.  
5 However, due to Eldorado's oversight, Eldorado never issued a membership interest to  
6 Nanyah. Upon the Court granting summary judgment on this issue, the only issue  
7 relating to this claim for presentation at trial will be the amount of damages Nanyah is  
8 entitled to recover.  
9

10 **D. NANYAH IS A THIRD-PARTY BENEFICIARY OF THE PURCHASE**  
11 **AGREEMENT AND MEMBERSHIP INTEREST PURCHASE**  
12 **AGREEMENTS.**

13 As demonstrated above, Eldorado has admitted Nanyah's investment and that it  
14 did not issue a membership interest or return Nanyah's investment. With regard to the  
15 defendants other than Eldorado, Nanyah has conclusively established that it is an  
16 intended third-party beneficiary of the Purchase Agreement and the Membership  
17 Interest Purchase Agreements. Accordingly, because the relevant facts are undisputed  
18 (and cannot be disputed because the facts are established as conclusive presumptions  
19 as they are contained in recitals to written contracts), summary judgment finding  
20 Nanyah is a third-party beneficiary is mandated. Again, upon such finding, the only  
21 issue relating to the claims arising out of Nanyah's third-party beneficiary status at trial  
22 will be the amount of damages Nanyah is entitled to recover under these claims.  
23

24 In the present case, the undisputed evidence is that Nanyah was called out for in  
25 the agreements because it was Huerta's specific intent in selling his membership  
26 interests to Rogich (to be partially resold to Teld and Flangas) to ensure that Nanyah's  
27 investment was repaid or a membership interest was issued to Nanyah.  
28

1 Eldorado's Managing Member Huerta testified that Nanyah was specifically intended to  
2 be a beneficiary of the Purchase Agreement and the Membership Interest Purchase  
3 Agreements because Nanyah "was an integral party." Exh. 9, p.48:2-6. Huerta also  
4 testified that Rogich's expressed intent was to buy Nanyah out of Eldorado by repaying  
5 Nanyah its membership interest. Opp, SOF, ¶¶18-19.  
6

7 Finally, conclusively establishing Nanyah's status as a third-party beneficiary,  
8 NRS 47.240(2) requires that the Court accept as uncontestable facts and to impose a  
9 conclusive presumption of the facts contained in the recitals of the Purchase  
10 Agreement and the Membership Interest Purchase Agreements. Each of these  
11 contracts specifically state that Nanyah is an intended third-party beneficiary of each of  
12 those contracts and is to be repaid its investment and/or receive a membership interest.  
13 Based upon NRS 47.240(2)'s application and the express language in the recitals of the  
14 agreements, this Court must conclude that Nanyah is a third-party intended beneficiary  
15 of the Purchase Agreement and the Membership Interest Purchase Agreements.  
16

#### 17 **VI. NRCP 56(F) COUNTERMOTION.**

18 In order to address defendants' contention that a transfer of the membership  
19 interest from Rogich Trust to the Eliades Trust occurred prior to December, 2012,  
20 and/or even occurred at all, Nanyah requests that it be allowed to conduct discovery on  
21 this issue.  
22

#### 23 **VII. CONCLUSION.**

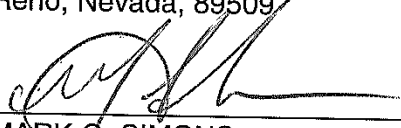
24 Initially, Nanyah is entitled to summary judgment that the statute of limitations on  
25 any of its claims did not commence to run until December, 2012. Further, Nanyah is  
26 entitled to summary judgment in its favor that: (1) Nanyah invested \$1.5 million into  
27 Eldorado; (2) Nanyah has a direct implied in fact contract with Eldorado for repayment  
28 of its investment and/or issuance of a membership interest (which obligations have

1 been breached by Eldorado); and (3) Nanyah is an express third-party beneficiary of  
2 multiple contracts entered into by defendants to repay Nanyah its \$1.5 million  
3 investment and/or cause to be issued a membership interest (which obligations have  
4 been breached by defendants).

5  
6 **AFFIRMATION:** This document does not contain the social security number of  
7 any person.

8 DATED this 16<sup>th</sup> day of April, 2018.

9  
10 SIMONS LAW, PC  
11 6490 S. McCarran Blvd., #20  
12 Reno, Nevada, 89509

13   
14 MARK G. SIMONS  
15 Attorney for Nanyah Vegas, LLC  
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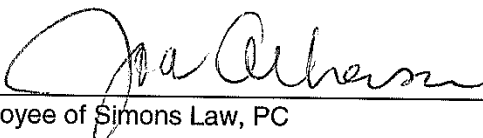
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of  
SIMONS LAW, and that on this date I caused to be served a true copy of the **REPLY**  
**TO OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT;**  
**AND COUNTERMOTION FOR NRCP 56 (f) RELIEF** on all parties to this action via the  
Odyssey E-Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
Bailey Kennedy, LLP	<a href="mailto:bkfederaldownloads@baileykennedy.com">bkfederaldownloads@baileykennedy.com</a>
Joseph A. Liebman	<a href="mailto:jlienbman@baileykennedy.com">jlienbman@baileykennedy.com</a>
Andrew Leavitt	<a href="mailto:andrewleavitt@gmail.com">andrewleavitt@gmail.com</a>
Angela Westlake	<a href="mailto:awestlake@lionelsawyer.com">awestlake@lionelsawyer.com</a>
Brandon McDonald	<a href="mailto:brandon@mcdonaldlayers.com">brandon@mcdonaldlayers.com</a>
Bryan A. Lindsey	<a href="mailto:bryan@nvfirm.com">bryan@nvfirm.com</a>
Charles Barnabi	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
Christy Cahall	<a href="mailto:christy@nvfirm.com">christy@nvfirm.com</a>
Lettie Herrera	<a href="mailto:lettie.herrera@andrewleavittlaw.com">lettie.herrera@andrewleavittlaw.com</a>
Rob Hernquist	<a href="mailto:rhernquist@lionelsawyer.com">rhernquist@lionelsawyer.com</a>
Samuel A. Schwartz	<a href="mailto:sam@nvfirm.com">sam@nvfirm.com</a>
Samuel Lionel	<a href="mailto:slionel@fclaw.com">slionel@fclaw.com</a>
CJ Barnabi	<a href="mailto:cj@cohenjohnson.com">cj@cohenjohnson.com</a>
H S Johnson	<a href="mailto:calendar@cohenjohnson.com">calendar@cohenjohnson.com</a>
Erica Rosenberry	<a href="mailto:erosenberry@fclaw.com">erosenberry@fclaw.com</a>

DATED this 16<sup>th</sup> day of April, 2018.

  
Employee of Simons Law, PC

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EXHIBIT LIST

<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
22	Email	1
23	Simons' Aff.	1

# EXHIBIT 22

# EXHIBIT 22

**FARNHAM, DENISE**

---

**From:** Melissa Olivas <melissa@lasvegaspr.com>  
**Sent:** Monday, November 21, 2016 2:26 PM  
**To:** LIONEL, SAM  
**Subject:** FW: Ken's agreement

Here you go

Melissa Olivas, CPA | Vice President of Finance  
The Rogich Communications Group  
11920 Southern Highlands Pkwy, STE 301  
Las Vegas, Nevada 89141  
702-796-1773 office phone | 702-650-8280 fax  
melissa@lasvegaspr.com

-----Original Message-----

**From:** Carlos Huerta [mailto:Carlos@goglobalproperties.com]  
**Sent:** Saturday, October 25, 2008 12:33 PM  
**To:** Kenneth Woloson <kwolosn@nevadafirm.com>  
**Cc:** Melissa Olivas <melissa@lasvegaspr.com>  
**Subject:** Re: Ken's agreement

Hello Ken,

I was unaware of your move to Santoro. Last I knew, you were still Haney Woloson & Mullins. I actually called you yesterday (after closing hours/about 5:30 pm) and, when the outgoing message said Santoro Driggs, I was confused and I just didn't even try to search for you, via their automated phone system. Now, I know and thanks.

As for the other investors, I will have a tough time having agreements buttoned up with these guys over the weekend. In regards to what they would or wouldn't expect (debt, equity, or combination), exactly, would be hard to say right now. This has all happened so fast that I have not even addressed any of this with the investors as of yet, except a little bit with Antonio Nevada, LLC and we're set to talk tomorrow/Sunday morning to see what Antonio's willing to do or not do.  
Antonio's progress will definitely effect Nanyah's.

In regards to Nanyah, you are right; they are in Canamex, but that was when we were pretty sure, as per Sig, that Dr. Nagy was coming in as an investor (when you, Melissa, Craig, and I met in your old office). We'll have to, somehow, transfer Nanyah's interests to Eldorado, since the intentions of taking their \$1.5 million was to really be an investment into the 160-acre property not necessarily into a phantom company. We'll have to, maybe not instantly, need to try to our best to make sure we do our best in preserving their interests, no more or less than the other members/investors, in order to avoid further complications or issues, realizing that if the asset were taken over, by the FDIC, everyone (except maybe Antonio, b/c of their claims of debt versus equity) would lose their capital. However, as Managers, it's obvious that Sig and I are bound to do our best, from a fiduciary perspective (which I know that you know).



# EXHIBIT 23

# EXHIBIT 23

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF  
PLAINTIFF'S REPLY TO OPPOSITION TO  
COUNTERMOTION FOR SUMMARY JUDGMENT;  
AND COUNTERMOTION FOR NRCP 56 (f) RELIEF**

STATE OF NEVADA       )  
                                  )ss.  
COUNTY OF WASHOE    )

I, Mark Simons, being duly sworn, depose and state under penalty of perjury the following:

1. I am an attorney licensed in Nevada and am counsel representing Nanyah Vegas, LLC in this matter. I am a shareholder with the law firm of SIMONS LAW, PC.

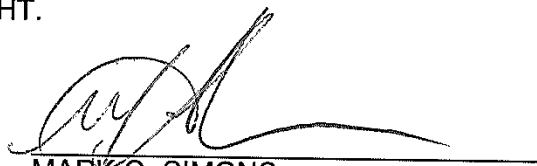
2. I have personal knowledge of the facts set forth in this affidavit, and if I am called as a witness, I would and could testify competently as to each fact set forth herein.

3. I submit this affidavit in support of Plaintiff's Reply to Opposition to Countermotion for Summary Judgment; and Countermotion for NRCP 56 (f) Relief ("Reply"), to which this affidavit is attached as Exhibit 23.

4. Exhibit 22 to the Reply is a true and correct copy of an October 25, 2008 email from Carlos Huerta to Kenneth Woloson and Melissa Olivas and bates labeled RT0211.

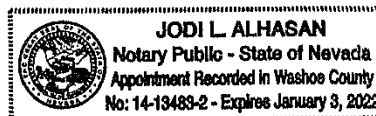
FURTHER AFFIANT SAYETH NAUGHT.

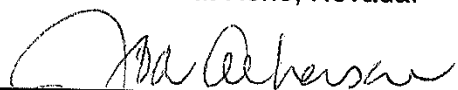
Dated this 16<sup>th</sup> day of April, 2018.

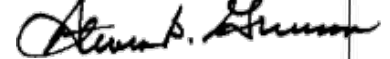
  
MARK G. SIMONS

STATE OF NEVADA       )  
                                  )ss.  
COUNTY OF WASHOE    )

Subscribed and sworn to before me on this 16 day of April, 2018 by Mark G. Simons at Reno, Nevada.



  
NOTARY PUBLIC



1 **JOIN**

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

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

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

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

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

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

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

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**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 SURVIVOR TRUST OF  
10/30/08, ELDORADO HILLS, LLC AND  
TELD'S REPLY IN SUPPORT OF THEIR  
JOINDER TO MOTION FOR SUMMARY  
JUDGMENT AND OPPOSITION TO  
NANYAH VEGAS, LLC'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT AND NRCP 56(f) RELIEF**

DATE OF HEARING: 4-18-18

TIME OF HEARING: 10:00 A.M.

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

1 Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family  
2 Irrevocable Trust and Imitations, LLC hereby join in Defendants Peter Eliades, individually and  
3 as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld's Reply in  
4 Support of Their Joinder to Motion for Summary Judgment and Opposition to Nanyah Vegas  
5 LLC's Countermotion for Summary Judgment and NRCP 56(f) Relief.

6 DATED this 17th day of April, 2018.

7 **FENNEMORE CRAIG, P.C.**

8  
9 By: /s/ Samuel S. Lionel

10 Samuel S. Lionel, Esq. (NV Bar No. 1766)

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

12 300 South Fourth Street, Suite 1400

13 Las Vegas, Nevada 89101

14 Telephone: (702) 692-8000

15 Facsimile: (702) 692-8099

16 E-mail: slionel@fclaw.com

17 *Attorneys for Sigmund Rogich, Individually and*  
18 *as Trustee of The Rogich Family Irrevocable*  
19 *Trust and Imitations, LLC*

20 ///

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **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 SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC AND TELD'S REPLY IN SUPPORT OF THEIR JOINDER TO MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO NANYAH VEGAS, LLC'S COUNTERMOTION FOR SUMMARY JUDGMENT AND FOR NRCP 56(f) RELIEF** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 17th day of April, 2018 as follows:

Mark Simons, Esq.  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
mark@mgsimonslaw.com  
*Attorney for Plaintiff Nanyah Vegas, LLC*

☒ Via E-service  
☐ Via U.S. Mail (Not registered with  
CM/ECF Program)

Charles E. ("CJ") Barnabi, Jr.  
COHEN JOHNSON PARKER EDWARDS  
375 E. Warm Springs Road, Suite 104  
Las Vegas, NV 89119  
cj@cohenjohnson.com  
*Attorney for Plaintiffs Carlos Huerta  
and Go Global, LL*

☒ Via E-service  
☐ Via U.S. Mail (Not registered with  
CM/ECF Program)

Dennis Kennedy  
Joseph Liebman  
BAILEY ♦ KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, NV 89148  
DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com  
*Attorneys for Defendants Pete Eliades,  
Teld, LLC and Eldorado Hills, LLC*

☒ Via E-service  
☐ Via U.S. Mail (Not registered with  
CM/ECF Program)



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12/16/2020

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Location : District Court Civil/Criminal Help

**REGISTER OF ACTIONS****CASE NO. A-13-686303-C****Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)**§  
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§**Case Type: Breach of Contract****Other****Contracts/Acc/Judgment****Date Filed: 07/31/2013****Location: Department 27****Cross-Reference Case Number: A686303****Supreme Court No.: 66823****67595****70492****79917****81038****81238****RELATED CASE INFORMATION****Related Cases**

A-16-746239-C (Consolidated)

**PARTY INFORMATION****Consolidated Eliades Survivor Trust of 10-30-03**  
**Case Party****Lead Attorneys****Consolidated Eliades, Peter**  
**Case Party****Dennis L. Kennedy**  
*Retained*  
7025628820(W)**Consolidated Sigmund Rogich**  
**Case Party****Brenoch Wirthlin**  
*Retained*  
702-385-2500(W)**Consolidated TELD, LLC**  
**Case Party****Dennis L. Kennedy**  
*Retained*  
7025628820(W)**Counter Eldorado Hills LLC**  
**Claimant****Dennis L. Kennedy**  
*Retained*  
7025628820(W)**Counter Alexander Christopher Trust**  
**Defendant****Charles E. Barnabi**  
*Retained*  
702-475-8903(W)**Counter Go Global Inc**  
**Defendant****Brandon B McDonald**  
*Retained*  
702-385-7411(W)**Counter Huerta, Carlos A**  
**Defendant****Defendant Eldorado Hills LLC****Dennis L. Kennedy**  
*Retained*  
7025628820(W)**Other Plaintiff Go Global Inc****Brandon B McDonald**  
*Retained*  
702-385-7411(W)

12/16/2020

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=195710349&SingleViewMode=Minutes>

Plaintiff	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Plaintiff	Nanyah Vegas LLC	Mark G Simons Retained 775-785-0088(W)
Trustee	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Trustee	Rogich, Sig Also Known As Rogich, Sigmund	Brenoch Wirthlin Retained 702-385-2500(W)

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EVENTS & ORDERS OF THE COURT

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04/18/2018 All Pending Motions (10:00 AM) (Judicial Officer Allf, Nancy)

**Minutes**

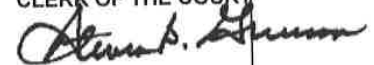
04/18/2018 10:00 AM

- MOTION FOR SUMMARY JUDGMENT...DEFENDANTS PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, ELDORADO HILLS, LLC, AND TELD, LLC'S JOINDER TO MOTION FOR SUMMARY JUDGMENT...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...OPPOSITION TO MOTION FOR SUMMARY JUDGMENT; COUNTERMOTION FOR SUMMARY JUDGMENT; AND COUNTERMOTION FOR NRCP 56(F) RELIEF Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, Defendant's Motion for Summary Judgment GRANTED IN PART as to fraudulent conveyance and constructive trust; DENIED IN PART in all other respects. COURT FURTHER ORDERED, Plaintiff's Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief DENIED. Mr. Lionel to prepare the order. Colloquy regarding the Court's trial calendar. Court directed parties to see if they can agree to the length of the trial, whether or not it will be a jury trial, and provide their availability for trial through the end of the year and Court will set a firm trial setting.

Parties Present

[Return to Register of Actions](#)





1 RTRAN

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5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7  
8 CARLOS HUERTA,  
9 Plaintiff,

CASE#: A-13-686303-C  
DEPT. XXVII

10 vs.

11 ELDORADO HILLS LLC,  
12 Defendant.

13 BEFORE THE HONORABLE NANCY L. ALLF, DISTRICT COURT JUDGE  
14 WEDNESDAY, APRIL 18, 2018

15 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**  
16 **ALL PENDING MOTIONS (RULING ONLY)**

17 APPEARANCES:

18 For the Plaintiff:

MARK G. SIMONS, ESQ.

19  
20  
21 For the Defendant:

JOSEPH A. LIEBMAN, ESQ.  
SAMUEL S. LIONEL, ESQ.

22  
23  
24  
25 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, April 18, 2018

2  
3 [Case called at 9:53 a.m. - argument not transcribed]

4 [Ruling began at 11:03 a.m.]

5 THE COURT: Thank you. This is the Defendant's motion  
6 for sum -- summary judgment with a substantive joinder by the Third  
7 Party Defendants. Plaintiff has done a countermotion for summary  
8 judgment, an opposition, and a request for relief under 56(f).

9 Matter is submitted and the ruling is as follows. Given the  
10 fact that the Supreme Court has already sent this back once on the  
11 statute of limitations issue and has told me that there are issues of  
12 fact that needs -- need to be determined. And given the fact that a  
13 jury has been demanded, I'm going to deny almost all of the  
14 Defendant's motion for summary judgment, except for two issues.

15 First, I find that the motion can be granted only with regard  
16 to the fran -- fraudulent conveyance action and with regard to the  
17 constructive trust. Because constructive trust relies on fraudulent  
18 conveyance and if there is no cause of action that can lie, due to the  
19 statute of limitations for fraudulent conveyance, the constructive  
20 trust argument also fails.

21 The other issues are with regard to accrual of causes of  
22 action. There are facts in dispute with regard to that. I'm going to  
23 have to see the demeanor, the personal knowledge, the -- the  
24 credibility of the witnesses on -- on all sides to determine that -- if  
25 it's me, of a jury's entitled, the parties are entitled to a jury.

1           So the motion is granted only in those two small regards.  
2     The Plaintiff's motion for summary judgment is denied, and the  
3     Plaintiff's countermotion for relief under 56(f) is also denied. This  
4     case goes back to 2013, and I know that there was an appeal that  
5     would toll the five-year rule. But at this point, so long as you can  
6     get your discovery done, I will get your trial done on that June trial  
7     stack.

8           Were there -- Mr. Lionel to prepare the order because you  
9     are successful on two causes of action. Were there any questions?

10          MR. SIMONS: What was your ruling on Nanyah's  
11     countermotion?

12          THE COURT: On?

13          MR. SIMONS: Nanyah's countermotion for summary  
14     judgment? Have you rendered that?

15          THE COURT: It is denied.

16          MR. SIMONS: Denied?

17          THE COURT: In all respects.

18          MR. SIMONS: Okay.

19          THE COURT: And the 56(f) is denied as well.

20          MR. SIMONS: Okay. With regard to the 56(f), since we're  
21     doing discovery, and we'll have it completed, I'm assuming that's  
22     without prejudice because there may be more facts to establish the  
23     perfection.

24          THE COURT: If you have a May 15<sup>th</sup> discovery cutoff,  
25     which is what you told me today, you have the right to -- to either

1 seek relief of that date, separately, I'm denying it today because you  
2 told me you have a chance to get your discovery finished.

3 MR. SIMONS: Oh, I see what you're saying.

4 THE COURT: Or you could stipulate to extend that, but  
5 I'm not going to extend your trial out any further. Both sides are  
6 entitled to finality in this case.

7 MR. SIMONS: I -- I understand. I'm just saying it's  
8 not -- your ruling is not with prejudice --

9 THE COURT: No.

10 MR. SIMONS: Because -- okay. The second component  
11 is, may I request you advise us of what your trial calendar may be  
12 like in October? There may be a need for us to continue the trial.

13 THE COURT: What I would suggest is that if you can  
14 agree -- I saw in your early case conference you thought the -- we  
15 had dispute on how long you thought the trial would take, and given  
16 the consolidation, I understand that. I'm going to suggest that you  
17 guys see if you can agree how long it will take, confirm with me  
18 whether it's a jury trial or not, and give your availability say through,  
19 I don't know, through the end of the year.

20 MR. SIMONS: Okay.

21 THE COURT: And then I'll make sure to get you set for  
22 trial.

23 MR. SIMONS: I appreciate that.

24 THE COURT: And I can give you a firm setting rather than  
25 keeping you on the June stack.

1 MR. SIMONS: That would be excellent because I have to  
2 bring in clients from out of --

3 THE COURT: I assume everyone in this case is going to  
4 have a very busy schedule.

5 MR. SIMONS: Yeah, true.

6 THE COURT: I want to accommodate the parties, the  
7 witnesses and the counsel.

8 MR. SIMONS: True. Thank you very much.

9 THE COURT: Mr. Liebman, one more question?

10 MR. LIEBERMAN: Yeah, I'm a little confused about Mr.  
11 Simons comment about the ruling being without prejudice. I mean,  
12 obviously it's a summary judgment motion.

13 THE COURT: Well, I denied the 56(f).

14 MR. LIEBERMAN: Yes.

15 THE COURT: But, what I said is, you can stipulate to  
16 extend discovery, but I won't change a trial.

17 MR. LIEBERMAN: I just want to specify --

18 THE COURT: Or you can --

19 MR. LIEBERMAN: -- with respect to granting the motion  
20 on fraudulent transfer claim and the constructive trust claim, those  
21 are with prejudice?

22 THE COURT: That's correct.

23 MR. LIEBERMAN: Okay.

24 MR. SIMONS: That -- that was the point. It should be  
25 without prejudice given the fact that we're going to be conducting

1 discovery and I should have the opportunity to say look, here's the  
2 evidence that they did not perfect. That's all I'm trying to reserve.

3 THE COURT: And so, I -- your objection is so noted for the  
4 record. My ruling is that it's with prejudice.

5 Was there any last issue?

6 MR. LIONEL: No, Your Honor.

7 THE COURT: No. Thank you all, for your appearance.

8 MR. LIEBERMAN: Thank you, Your Honor.

9 THE COURT: And may I respectfully say, if you guys ever  
10 have really long motions again, if you contact us, we'll  
11 accommodate you to get them set, so that it's not on a -- on a  
12 stacked calendar, and you can have all the time you need.

13 MR. LIEBERMAN: Will do, Your Honor. Thank you.

14 THE COURT: Thank you, both.

15 [Hearing concluded at 11:08 a.m.]

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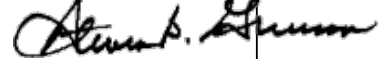
21 ATTEST: I do hereby certify that I have truly and correctly transcribed the  
22 audio/video proceedings in the above-entitled case to the best of my ability.

23

24

25

  
Brynn Griffiths  
Court Recorder/Transcriber



1 RTRAN

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5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

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8 CARLOS HUERTA,  
9 Plaintiff,

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

10 vs.

11 ELDORADO HILLS, LLC,  
12 Defendant.

13 BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE  
14 WEDNESDAY, APRIL 18, 2018

15 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**  
16 **ALL PENDING MOTIONS [EXCLUDES RULING]**

17 APPEARANCES:

18 For the Plaintiff:

MARK G. SIMONS, ESQ.

20 For the Defendant:

JOSEPH A. LIEBMAN, ESQ.  
SAMUEL S. LIONEL, ESQ.

21  
22  
23  
24 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

25 TRANSCRIBED BY: MANGELSON TRANSCRIBING



1 Las Vegas, Nevada, Wednesday, April 18, 2018

2  
3 [Case called at 9:53 a.m.]

4 THE COURT: Then let's take Huerta versus Eldorado.

5 MR. SIMONS: Good morning, Your Honor. Mark Simons on  
6 behalf of Nanyah.

7 THE COURT: Thank you.

8 MR. LIEBMAN: Good morning, Your Honor. Joseph Liebman  
9 on behalf of Pete Eliades, the Eliades Trust, Teld, LLC, and Eldorado  
10 Hills, LLC.

11 THE COURT: Thank you.

12 MR. LIONEL: Good morning. Samuel Lionel representing the  
13 Rogich Trust and Imitations.

14 THE COURT: Thank you.

15 MR. ROGICH: I am Sig Rogich.

16 THE COURT: Good morning.

17 All right. This is the Defendant's Motion for Summary  
18 Judgment. We've got some Joinders and then an Opposition and  
19 Countermotion.

20 MR. SIMONS: Correct.

21 THE COURT: Mr. Lionel.

22 MR. LIONEL: Yes, Your Honor.

23 Your Honor, I served an opening brief of about 18 pages, got  
24 back 45 pages with respect -- as an Opposition, plus an additional 8  
25 pages as a Countermotion. There was no order of any kind that

1 authorized a brief in excess of 30 pages. And at any rate it was a little  
2 bit of a chore, but I have responded to it with about another 18 or 19  
3 pages.

4 The brief that was served on us talks about conclusive  
5 presumptions, talks about agreed upon stipulations that were immune  
6 from attack, and everything was undisputed. And, Your Honor, I believe  
7 that of all the undisputed facts were undisputed basically our way, Your  
8 Honor. They talk right through the brief -- 68 times they mention that  
9 Nanyah had invested a million-five in Eldorado. He never invested  
10 anything, Your Honor.

11 Actually what happened was the investment was made in  
12 another company called CanaMex and not, as I say, all those claims that  
13 there were -- that there was an investment. There was no such  
14 investment.

15 I want to start off, Your Honor, talking about accrual because if  
16 you have a case which deals with the statute of limitations -- by the way  
17 the issue is what was the accrual date because the statute of limitations  
18 runs from the accrual date actually to the date that an action is  
19 commenced.

20 Nanyah claims that we gave them no facts as to how we  
21 arrived at our accrual date, which we believe is some place in 2008, give  
22 or take a few days after October 30<sup>th</sup>. They also say that we picked that  
23 date because that was a date that Exhibit 2, the Purchase Agreement,  
24 was executed. That is not the situation.

25 But I'd like to start off to talk about two cases that we cite in

1 our brief, *Clark v. Robison and Department of Transportation versus*  
2 *PERS*. That case says, and I quote: A claim accrues when a suit may  
3 be maintained.

4 In other words, if you can bring a suit and it's not outlawed by  
5 the statute of limitations or otherwise barred, if it can be maintained that  
6 is when the accrual commences. And I say to you, Your Honor, that you  
7 took this Complaint, taking out the fifth and seventh claims, which deal  
8 with the transfer to Eliades Trust and talk about the other seven claims,  
9 this suit could have been brought -- and it was brought on November  
10 2016 -- could have been brought in '15, '14.

11 It could have been brought any time after the effective date of  
12 the Purchase Agreement, Exhibit 2. And therefore, that is the -- one of --  
13 that is a basis for an accrual date. This case could have been sued --  
14 filed any time after October 30<sup>th</sup>, 2008. And of course the suit is based  
15 upon agreements, all of which were done or executed on that date,  
16 October 30<sup>th</sup>.

17 Now why do we say the accrual date was October 30<sup>th</sup>?  
18 Another reason merely why is because that is the time when Nanyah,  
19 the Plaintiff, knew about Exhibit 2, the Purchase Agreement. And I will  
20 get into that before and show you why he knew about it. And not only  
21 did he knew about it, but that was the date that he was alerted and  
22 should have done something more that was an inquire -- date of inquiry.  
23 He should have inquired with respect to it. He got inquiry notice.

24 What is Exhibit 2? Exhibit 2 is called the Purchase  
25 Agreement. It represents a sale by Mr. Huerta and his company Go

1 Global to the Rogich Trust of his -- of the membership interest of Mr.  
2 Huerta and his company in Eldorado. And that agreement has  
3 provisions with respect to Rogich paying potential claimants and Nanyah  
4 was one of those potential claimants as reflected in Exhibit A -- pay or  
5 convert his one million-five, we'll call it a debt, to -- convert that 1.5 to a  
6 debt or to equity.

7 It also provided that Mr. Huerta was no longer involved with  
8 Eldorado; that he resigned all of his positions. That's a specific provision  
9 there in paragraph 3 of it that he is out.

10 I want to talk, if I might, to a few of the cases. One is *Soper*  
11 *versus Means*. And *Soper versus Means*, we had two people who are  
12 joining to make a mobile home park, Soper, on the land. Means was the  
13 man who was doing most of the work. And they went on for years and  
14 nothing really happened. And finally Mr. Means sued Mr. Soper with  
15 respect to it they had some kind of a not very bright, very well done  
16 contract and the Supreme Court said that the accrual date was the date  
17 that Mr. Means closed a small corporate bank account and that the  
18 statute of limitations ran from that and that the suit was brought actually  
19 six years and one month later and it was late.

20 Another cause I want to talk about is *Wynn versus Sunrise*.  
21 That was a case where the Court found that the accrual date where  
22 someone had been in the hospital and had surgery on them, was the  
23 date that he and his lawyer saw the medical records and at that time he  
24 had inquiry notice, which means he had facts that would lead an  
25 ordinary prudent person to investigate the matter further.

1           And I want to talk about one more case, which I think is a key  
2 case here and it's *Mackintosh v. California Federal Savings*. In that  
3 case Mackintosh bought a house from California Federal Savings and  
4 when it rained, the basement flooded and ultimately he brought a suit. A  
5 year and a half before he brought the suit he met a former owner of that  
6 house and the owner said when it rained he had flooding. The accrual  
7 date, the Supreme Court says, was when he talked to that former owner,  
8 which was a prior June. The Judge -- the Court didn't pick a date, they  
9 said it was June, we'll say the whole June, which was only one and a  
10 half years before the suit was filed. And we think that is applicable here.

11           Your Honor, I want to go to the Plaintiff's Exhibit 19, which is  
12 Testimony by Mr. Harlap -- and I might say this when I say Harlap, that's  
13 the equivalent of Nanyah. Harlap is the sole owner and I may use the  
14 names interchangeably. Harlap testified you -- last year I took his  
15 deposition and this is -- this Exhibit 19 is Harlap -- on Nanyah's Exhibit  
16 19 -- though I will say I have the same thing in the opening brief and in  
17 the Reply. If Your Honor does not have Exhibit 19, it's a little hard to  
18 get. If you have what I have you have to pick --

19           THE COURT: I have -- when I'm on the computer I'm looking  
20 at things on the file. I have it up.

21           MR. LIONEL: Exhibit 19?

22           THE COURT: I do.

23           MR. LIONEL: I'd like to read it, Your Honor.

24           This is -- the question: This is a 2008 document. Did you see  
25 it in 2008?

1 Mr. Harlap says: I do not know.

2 Question: You don't know? You don't know or you don't  
3 remember?

4 Answer: I don't remember.

5 But you don't know?

6 Answer: I might have.

7 Question: You might have? Okay.

8 And then he says: I might have because I do remember  
9 vividly that Carlos have explained to me if I'm not mistaken, over the  
10 phone that my rights in Eldorado Hills are secured and that the buyer of  
11 Eldorado Hills has taken the commitment to pay me or register my rights  
12 or pay me back my investment in Eldorado Hills.

13 Question: When did Carlos tell you that?

14 This was at the time when he explained to me that he has his  
15 own issues, he had to sell, and that my rights remain there.

16 That is very crucial testimony, Your Honor. That creates an  
17 accrual at that particular time when he had that phone call. Mr. Huerta  
18 who was a party to the Purchase Agreement, Exhibit 2, is not telling him,  
19 he's explaining to him. You will find that twice here Mr. Harlap says that  
20 I do remember that Carlos have explained to me. And then he says this  
21 was the time when he explained to me that he has his own issue.

22 What did he explain? He explained to Mr. Harlap what was in  
23 the Purchase Agreement and he told him what his rights were in that  
24 Purchase Agreement. Certainly at that time Mr. Harlap knew what was  
25 in that -- what was in that -- and that -- what was in the Purchase

1 Agreement and that I say is an accrual date.

2 Now let's compare it to *Mackintosh* -- or *Mackintosh* who had  
3 a former owner who says when I owned it, it flooded. And here you  
4 have Mr. Harlap not only saying -- he's saying -- explaining and that --  
5 and that we have here Mr. Harlap vividly remembering. Now I -- you  
6 can't find anything stronger, Your Honor. This is a accrual date.

7 And being the accrual date, Your Honor, I say seven of the  
8 nine claims -- and I exclude the fifth and the seventh, which I will talk  
9 about next. Those five claims were barred, the suit was brought eight  
10 years later after 2008 when I asked Mr. Harlap why'd you bring it so late,  
11 he said effectively it was none of my business and he wouldn't say why  
12 he filed. So eight years after he finally does it.

13 When you look at the statute of limitations cases which I  
14 cited -- when you're negligent like that, you know, you sit on your rights,  
15 you're entitled to be punished. Here is -- you're punished, but more than  
16 that as a matter of law, it was an accrual date, eight years had expired,  
17 and therefore those claims should be dismissed and summary judgment  
18 granted with respect to it.

19 Now I want to talk -- may I get a little water here, Your Honor?

20 THE COURT: Of course.

21 MR. LIONEL: There are two claims I have not spoken to. The  
22 seventh claim of Nanyah is a fraudulent transfer claim. Nanyah alleges  
23 that the Rogich Trust transferred the membership rights that he said he  
24 should -- should have been his to the Eliades Trust. And that happened  
25 in 2012. That was the date that the agreement was done. The

1 agreement is Exhibit 16. That is the secret agreement.

2 I don't know why it's secret. The Opposition doesn't say what  
3 it means or anything -- that's the agreement. It's a clear agreement.  
4 Exhibit 16 is their exhibit. And it's -- the limitation statute with respect to  
5 fraudulent transfers is NRS 112.231 and 230 -- point 232. It is a four-  
6 year statute.

7 This case, according -- and according to Nanyah -- and I'm  
8 going to read from paragraph 70 of its Complaint.

9 Paragraph 70: Based upon information of belief, on or about  
10 August or September of 2012, Teld and Rogich Trust entered into a new  
11 agreement whereby Rogich Trust agreed to forfeit its 40 percent  
12 membership interest in Eldorado, allegedly, in exchange for the sum of  
13 682,000 to the Eliades Trust.

14 And he calls it the Eliades Trust acquisition.

15 I'd also like to read Paragraph 78.

16 The Eldorado Resolution -- under the operating agreement, a  
17 transferred membership required a resolution by the other members that  
18 it was okay to do.

19 78: The Eldorado Resolution identifies that Rogich Trust is  
20 transferring its 46 percent into -- in Eldorado through the Eliades Trust,  
21 subject to the claims of Ray and Eddyline.

22 There were two minor trusts there, so he -- the 40 percent was  
23 transferred subject to that. And the resolution, if I may, which is Exhibit  
24 10 of Nanyah's Opposition, to the extent I can, I've used theirs and it's a  
25 unanimous written consent by managers of Eldorado Hills.



1           And it says: Resolved that Rogich may sell and transfer its  
2 membership interest; however, the Purchase Agreement must provide  
3 that Teld -- and Teld is Eliades -- be paid on a promissory note of  
4 10/30/08. Payment of the note may occur at the time of closing the  
5 membership interest transferred from Rogich to the Eliades Survivor  
6 Trust of 10/30/08.

7           That check is Defendant's Exhibit 9. It was dated August 10<sup>th</sup>  
8 of that year. So there was a completion of the transfer.

9           Now, Nanyah doesn't really dispute the transfer, he just says I  
10 don't know where your date comes from. And a date, of course, of  
11 August or September, which is less than -- well -- and the action was not  
12 brought until November of 2016. So therefore the statute ran, but they --  
13 Nanyah says the note transfer was perfected. In other words, okay, you  
14 may -- it may have done -- after four -- the four-year statute may have  
15 run, but it was no -- the transfer was not perfected.

16           And I would like to read from Paragraph 1 of the document,  
17 which did the transfer, which is Exhibit 16. And Paragraph 1 says:  
18 Assignment of interest, subject to the terms and conditions set forth in  
19 this agreement, Rogich hereby transfers and conveys their membership  
20 interest, including all of his rights, title, and interest in whatever kind or  
21 nature in a membership interest to Eliades. And Eliades hereby  
22 acquires the membership interest from Rogich upon receipt of the  
23 consideration as defined herein.

24           As I pointed out to Your Honor, there is a check for the  
25 consideration of \$682,000.

1           Now, Your Honor, that's the seventh claim. The fifth claim  
2 should suffer the same I might say fate because all the fifth claim is, is a  
3 claim that with respect to this that Eliades Trust facilitated a transfer to it  
4 and therefore they were entitled to a constructive trust upon the  
5 transferred membership interest. So they're both the same thing, Your  
6 Honor. If Your Honor agrees that the seventh claim was untimely filed  
7 and barred by the statute of limitations, NRS 112.230, 1 or 2, the fifth  
8 claim should suffer the same fate.

9           Now I say, Your Honor, that these two matters I have talked  
10 about today so far that the -- that seven of the nine claims are barred by  
11 the statute of limitations. The accrual date was approximately the  
12 effective date of the agreement, which was October 30<sup>th</sup>, 2008, eight  
13 years before it was filed. And the fact that the fifth claim and seventh  
14 claim are barred by limitations, I say that the Complaint should be  
15 dismissed with respect to these provisions affecting these allegations,  
16 and that summary judgment should be granted with respect to them.

17           I would like to talk to one other -- a few other things, Your  
18 Honor. There are 68 places -- I have mentioned it before -- in the  
19 Opposition, which says that Nanyah invested a million-five in Eldorado.  
20 And I say there is nothing -- no evidence of any kind. When we -- when I  
21 submitted a request for production of any documents with respect to the  
22 million-five and how it got into Eldorado, the answer was no documents  
23 exist.

24           Now here's somebody saying 68 times that something  
25 happened and there is not a document to support it. It is just

1 conclusions arrived at without basis, Your Honor. And I would like you  
2 to spend just a few minutes -- I hadn't intended -- when I wrote the  
3 answer to that, Your Honor, I had not intend -- I didn't want to get into  
4 each one of those 68 things so I -- I just have set forth certain things.

5 On December 3<sup>rd</sup> -- now I'm talking about 2007, Huerta  
6 formed CanaMex -- and I say the million-five went into CanaMex, it  
7 never -- it didn't go into Eldorado. That account was formed -- CanaMex  
8 was formed on December 3<sup>rd</sup>. On December 4<sup>th</sup>, the next day, Huerta  
9 opened a CanaMex account, bank account, at his bank. And then he  
10 had correspondence with Mr. Harlap that says now I want you send  
11 your -- this money for CanaMex through this particular account, attention  
12 someone.

13 And on the 6<sup>th</sup>, a million-five was sent by Harlap to the bank,  
14 to the account of CanaMex, attention, this person at the bank. The very  
15 next day Mr. Huerta took that million-five out of that account and put it  
16 into Eldorado, which he was co-manager of at that time. And he did it  
17 without asking for permission from Mr. Harlap because I asked him that  
18 question he says no, that was agreed before that I could use a million-  
19 five of the money. And the general ledger of Eldorado on December 7<sup>th</sup>  
20 says that was a CanaMex equity investment.

21 Three days later, Huerta transferred a 1,450,000 to a money  
22 market account. And four days later he took 1,420,000 and gave it to  
23 Go Global as a consulting fee. No basis for this. This was money that  
24 was taken. And subsequently -- and in 2007 there's an Eldorado tax  
25 return, Huerta was the tax manager of -- and signed that return. There's

1 no interest of any kind in Eldorado by Nanyah.

2 And subsequently there was continuing conversation about  
3 CanaMex sent to Mr. Harlap, updates of what was going on and so forth.  
4 And I say, Your Honor, clearly, there was no Nanyah investment in  
5 Eldorado. It was in CanaMex.

6 Your Honor, I have a few other small points that I want to talk  
7 about briefly. There is a claim that the law of the case is a defense.  
8 Well the law of defense case is not a defense here. There are two  
9 separate cases, Your Honor. The first case was an action for unjust  
10 enrichment only brought by Nanyah against Eldorado. Eldorado is not a  
11 party to the second claims. The ninth claim was not a party, Your  
12 Honor.

13 And the first claim was only of unjust enrichment and the  
14 second case of the nine claims, none of them had to do with unjust  
15 enrichment. Under the circumstances, Your Honor, there is no basis for  
16 the claim law of the case prevents -- is a defense.

17 And the only thing else I had, Your Honor, was a statute which  
18 Counsel indicated was a ten-year limitation statute, it wasn't. It was  
19 something from the UCC, which said you had to -- if you want to proceed  
20 against the make of a promissory note, you had to do certain things to  
21 start.

22 I say, Your Honor, based -- what I say about accrual and what  
23 I say with respect to the statute of limitations, with respect to the fifth and  
24 seventh claims, all nine claims set forth in the Complaint here should be  
25 dismissed and summary judgment awarded through the Defendants, the

1 Rogich Trust and Imitations.

2 THE COURT: Thank you.

3 MR. LIONEL: Thank you, Your Honor.

4 THE COURT: Mr. Liebman, your Joinder, please.

5 MR. LIEBMAN: Yes.

6 Thank you, Your Honor.

7 Just a little bit of background. There's a lot of parties here, I  
8 want to get an under -- give you an understanding of how everybody got  
9 involved. I primarily represent Pete Eliades and his entities Eliades  
10 Trust and Teld, LLC. The allegations in this case all relate to an  
11 investment made by Nanyah back in December of 2007. Pete Eliades  
12 was not involved at that point in time with the company.

13 Pete Eliades and Teld, LLC did not get involved until the date  
14 of those purchase agreements that Mr. Lionel discussed in October of  
15 2008. So with respect to the basis for many of the claims against Mr.  
16 Eliades and his entities there really is none because he had no  
17 involvement with any of this. And throughout this entire case Nanyah is  
18 really treating Mr. Rogich and Mr. Eliades as if they're interchangeable,  
19 which they're -- they're certainly not.

20 We filed a Joinder to Mr. Lionel's Motion for Summary  
21 Judgment because a lot of those claims were advanced against the  
22 Eliades Defendants, as well as the Rogich Defendants. And certainly if  
23 the statute of limitations applies with respect to Mr. Rogich it would  
24 certainly apply to Mr. Eliades, who did not get involved until that accrual  
25 at on October 20<sup>th</sup>, 2008.

1           We also represent Eldorado Hills. Eldorado Hills obviously  
2 was involved in 2007 because it's the primary entity at issue in this case.  
3 Mr. Eliades, after the 2012 transfer became the primary owner of the  
4 company and that's why we're representing Eldorado Hills at this  
5 particular point in time.

6           Mr. Lionel mentioned the unjust enrichment claim. There was  
7 a case that was originally filed in 2013, it involved Mr. Huerta. It also  
8 involved Nanyah Vegas directly against unjust -- directly against  
9 Eldorado Hills. And I want to talk a little bit about that specific claim  
10 because we also believe that's barred by the statute of limitations.

11           And that was the -- that was the claim that you previously  
12 ruled upon, granted summary judgment, and the Nevada Supreme Court  
13 looked at it, sent it back, and said there is a question of fact here --

14           THE COURT: Sure.

15           MR. LIEBMAN: -- in terms of when that actual claim accrued.

16           MR. SIMONS: May I interrupt?

17           THE COURT: Hang on. Mr. Simons?

18           MR. SIMONS: There is no Motion for Summary Judgment  
19 pending on the unjust enrichment claim.

20           THE COURT: I'll give you a chance to respond.

21           MR. SIMONS: Okay.

22           THE COURT: I normally allow all of the agreement and then  
23 one opposition.

24           MR. SIMONS: Okay. Because that's -- that actually isn't  
25 engaged in as an issue.

1 THE COURT: Thank you.

2 MR. LIEBMAN: Our Joinder, Your Honor, has substantively  
3 addressed this specific issue. So that's why we're addressing it here  
4 today.

5 There's a dispute right now as to what the Nevada Supreme  
6 Court did when they sent this matter back to your court. Mr. Simons on  
7 behalf of his client is arguing about a discovery rule, saying that the  
8 Nevada Supreme Court said there's a discovery rule associated with an  
9 unjust enrichment claim and therefore the claim cannot accrue until you  
10 discover the basis for the claim.

11 Based on -- obviously I wasn't involved at that point, but based  
12 on my reading of all the underlying briefs and the order from the Nevada  
13 Supreme Court, the Nevada Supreme Court said no such thing. That  
14 was an argument that was made to the Nevada Supreme Court, but  
15 when the Nevada Supreme Court sent it back, this is what they said  
16 about when an unjust enrichment claim accrues.

17 Appellants' claim for unjust enrichment did not accrue until  
18 Eldorado Hills retained 1.5 million under circumstances where it was  
19 inequitable for Eldorado Hills to do so. As Eldorado Hills failed to  
20 demonstrate that no genuine issues of material fact remain regarding  
21 whether the limitations period on appellants' unjust enrichment claim  
22 commenced when Eldorado Hills received the 1.5 million or at a later  
23 date, when Eldorado Hills allegedly failed to issue a membership interest  
24 to appellant or repay the money as a loan, the district court erred in  
25 granting summary judgment based on the expiration of the statute of

1 limitations.

2           The word discovery rule is not contained in that holding. Any  
3 sort of knowledge with respect to Nanyah Vegas, with respect to the  
4 basis for their claim is not included in that holding. The holding  
5 specifically relates to when it would allegedly be inequitable or Eldorado  
6 Hills to keep this 1.5 million dollars without providing a benefit in return  
7 to Nanyah. And this is all based on the allegations, obviously. We  
8 obviously have a dispute with respect to whether or not that money  
9 actually benefited Eldorado Hills because Mr. Huerta took it.

10           But based on what the Nevada Supreme Court said and the  
11 law of the case -- cases we cited that you're -- this Court is certainly not  
12 precluded from determining the accrual of the unjust enrichment claim  
13 and is certainly not bound to apply a discovery rule with respect to that  
14 particular claim.

15           And in fact, the fact that the Nevada Supreme Court did not  
16 specifically implement a discovery rule with respect to that claim, we  
17 would think the law of the case doctrine with preclude the  
18 implementation of the discovery rule and instead you're just supposed to  
19 look at when the claim accrued or when it was unjust for them to keep  
20 that money. And --

21           THE COURT: Or me or the jury. There's been a jury doing it  
22 here.

23           MR. LIEBMAN: That is correct. Your Honor.

24           THE COURT: So.

25           MR. LIEBMAN: Certainly this is an issue that could go to the



1 jury, but if there are no undisputed facts about when that claim accrued,  
2 then that's certainly something that you can decide. And that reason  
3 there is no undisputed facts about when the claim accrued is because  
4 Nanyah's own briefs and Mr. Harlap's testimony specifically make it  
5 clear that the basis for the unjust enrichment claim is that in December  
6 of 2007, he gave 1.5 million dollars and in December of 2007, he was  
7 supposed to get a membership interest in Eldorado Hills and he didn't.

8           So when the Nevada Supreme Court talks about well, you  
9 need to look at whether or not this was an investment or a loan that  
10 approach makes sense because if you had a loan and Nanyah had  
11 given 1.5 million dollars, but it was not supposed to be paid back for five  
12 years, then you potentially have an accrual date in the future because  
13 there -- the bargain that they got is not something that's going happen  
14 for a long time.

15           But if the bargain that they struck -- and this is directly out of  
16 their own briefs. The bargain that they struck is that they can currently  
17 get a membership interest back that if they don't get that membership  
18 interest then pursuant to their allegations it would be inequitable for  
19 Eldorado Hills to keep those funds. And that's specifically what they're  
20 alleging here.

21           So pursuant to the rule that the Nevada Supreme Court  
22 provided, this Court certainly can enter summary judgment pursuant to  
23 the guidance given by the Nevada Supreme Court and find that the  
24 accrual actually took place in December of 2007. The purchase  
25 agreements that later came into place in 2008 are further evidence of

1 the fact that the claim already accrued because Nanyah's listed in those  
2 purchase agreements as a potential claimant.

3 To be a potential claimant that means that you could  
4 potentially sue on the case as Mister -- on that claim as Mr. Lionel  
5 mentioned and therefore the claim would have accrued at that particular  
6 point in time.

7 So that's essentially the basis for the Joinder is that the law of  
8 the case doctrine did not -- or the Nevada Supreme Court did not  
9 implement a discovery rule. It's a very different rule. It's an accrual  
10 based on something specific to unjust enrichment. And under that rule  
11 and the undisputed facts that he was allegedly supposed to get a  
12 membership interest back in December of 2007, the claim would have  
13 accrued at that time.

14 One other thing I wanted to talk about and this is in the briefs,  
15 with respect to a discovery rule issue, is in Chapter 11 they have that  
16 rather large statute that deals with the statute of limitations for numerous  
17 claims. And if you look through that statute there's various claims that  
18 had a discovery rule codified directly into the statute and there's various  
19 claims that don't.

20 The statute that the Nevada Supreme Court pointed to,  
21 11.190(2)(c) does not have a discovery rule codified into the statute and  
22 that's further proof that the legislature did not intend to implement a  
23 discovery rule with respect to an unjust enrichment claim. And there's a  
24 couple cases that looked at that specific issue; one of them was cited by  
25 Mr. Simons in his brief, *Petersen v. Bruen*, they specifically looked at the

1 fact that there was not a discovery rule listed in the statute and how that  
2 because of that they could not apply one.

3 The other case is a recently unpublished decision, *Dreyer-*  
4 *Lefevre v. Morissette* specifically says the exact same thing. So based  
5 on the language on the Nevada Supreme Court's order that did not  
6 implement a discovery rule, based on the fact that the statute does not  
7 have a discovery rule, you have an accrual based on something and  
8 something else. And something else in this instance is did Nanyah  
9 Vegas give that 1.5 million dollars as a loan or did they give it as an  
10 investment where they supposed to get something immediately in  
11 return?

12 Based on their allegations, based on Mr. Harlap's testimony,  
13 they're saying they gave it as an investment. They were supposed to  
14 immediately get a membership interest and they didn't; therefore, they  
15 could have sued on the claim at that particular point in time and  
16 therefore the claim accrued at that particular point in time.

17 I have some points about the counter motion as well. Should I  
18 wait on those until Mr. Simons goes --

19 THE COURT: Please.

20 MR. LIEBMAN: Okay. Thank you, Your Honor.

21 THE COURT: Thank you.

22 And the Opposition, please.

23 MR. SIMONS: Yes, Your Honor.

24 Again, Your Honor, Mark Simons. It's the first I had the  
25 opportunity to appear before you.

1 THE COURT: Welcome.

2 MR. SIMONS: And as you know I was not in the original  
3 action, I've come in later to take over and I've got the second action I'm  
4 moving forward with; although I'm still handling the first action as well.

5 Now just to respond, I interrupted Counsel to identify to you  
6 that these issues that he was talking -- everything he was talking about  
7 was not part of the Joinder. And if you look at the Joinder, the Joinder  
8 was filed by Sam Lionel and it is a one-sentence Joinder. We join. They  
9 didn't engage on those issues and so here --

10 THE COURT: I'm going to allow the argument on the issues.

11 MR. SIMONS: I know. You can allow the argument. The  
12 problem was it was never briefed.

13 Your Honor, can I --

14 MR. SIMONS: And they arg --

15 MR. LIEBMAN: Excuse me, Counsel.

16 THE COURT: Hang on. I allowed him to interrupt you.

17 MR. SIMONS: Okay. Fair enough.

18 THE COURT: So save your peace --

19 MR. LIEBMAN: It was filed on March 5<sup>th</sup>, 2018 at 4:03 p.m.  
20 It's a substantive Joinder. I can hand a copy to him right now.

21 THE COURT: That -- I pulled it up during the argument. So  
22 I've noted your objection for the record. I'm going to overrule it due to  
23 the fact that the March 5<sup>th</sup> -- I believe it did address these issues that  
24 was filed by Mr. Liebman.

25 MR. SIMONS: Okay. The -- I'm looking at March 8<sup>th</sup> Joinder

1 by Mr. Lionel.

2 THE COURT: Right. And there was -- Mr. Liebman filed a  
3 Joinder to the Summary Judgment filed by Mr. Lionel on March 5<sup>th</sup>. Are  
4 you not --

5 MR. SIMONS: I might never --

6 THE COURT: -- on the service list?

7 MR. SIMONS: -- have seen that.

8 THE COURT: Well --

9 MR. SIMONS: Well, anyway, since you're allowing the  
10 argument, I'll deal with it.

11 THE COURT: Mr. Simons, you're on the service list. So if  
12 there's an issue, I'll expect you to bring that to my attention --

13 MR. SIMONS: Sure.

14 THE COURT: -- later.

15 MR. SIMONS: Fair enough.

16 Now, let's start where -- what we think we need to address --  
17 what I think we need to address today and that is the argument of when  
18 is there -- have there been an accrual. This isn't the first time this  
19 argument has been presented to you. This isn't the first time the  
20 Supreme Court has looked at the situation in this case.

21 So I'm going to start with that and then I'm going to go to Mr.  
22 Lionel mentioned 68 times apparently in our briefing there was a 1.5  
23 million dollar investment into Eldorado. And I'm going to tell you why  
24 and the factual basis supporting that because it's extremely detailed in  
25 our brief, but it's ignored, why the evidence supports that.

1           What we do have that we can consider, in addition to the  
2 undisputed evidence to the 1.5 million that went into Eldorado, is the  
3 date of discovery by my client. Nanyah didn't discover the bad acts until  
4 December of 2012, okay? That fact has been established. In our  
5 Complaint we assert the basis and we point out that their admissions  
6 and their responses are we can't contest that. We have no evidence to  
7 contest that. And there is no evidence to contest it.

8           Instead what they propose to you is Judge, we want you to  
9 artificially create a date that the cause of action accrued based upon a  
10 date a contract was entered into. And they come back to the argument  
11 that the statute of limitations runs or should run as of October of 2008  
12 because that's when the purchase agreement by the Defendants took  
13 place. So the date of the contract should establish the date a breach  
14 occurs. That's not -- there's no case says the date a contract is entered  
15 establishes the date the contract is breached.

16           Then they, without any substance, tell you, well, it was an  
17 immediate obligation by the Defendants Rogich Trust, Eldorado, the  
18 Eliades, the Teld, there was an immediate obligation. That's not what  
19 the contracts say. The contracts say that there will be a conversion.  
20 There's a recognition of that investment and it'll either be converted into  
21 debt or equity. There's no timeline in there. There's no established date  
22 by which that obligation has to take place.

23           So what was transpiring is the property was attempted to be  
24 sold because then if the property is sold, income comes in, everybody  
25 gets paid, it goes away. So what happens? We have an underlying

1 contract that was entered into in October 2008, doesn't have a date  
2 certain within which any party has to comply, and then an event  
3 happens, the secret membership transfer, which transfers out the  
4 Rogich Trust --

5 THE COURT: How secret was that?

6 MR. SIMONS: It was secret because we were not -- I was  
7 never identified. Excuse me, when I say I. My client was never  
8 informed. And we know that because they have admitted it in their  
9 answers. We never informed Nanyah of this transaction; therefore, it  
10 has to be secret when it relates to my client.

11 THE COURT: Okay.

12 MR. SIMONS: So, we have an event gives rise to the first  
13 lawsuit. That goes up and the identical argument that Mr. Lionel gave to  
14 you for this accrual was used both in support of the First Summary  
15 Judgment and in front of the Supreme Court when he says that the  
16 cause of action for a breach of contract should accrue on the date they  
17 knew or should have known. Use that very argument in their appellate  
18 brief.

19 There was some discussion about what the Supreme Court  
20 actually says in response to that. And the Supreme Court says no, it's  
21 not the date the investment was made when the obligation arose, it was  
22 at a later date because the order says appellant, which is Nanyah,  
23 claims for unjust enrichment did not accrue until Eldorado Hills retained  
24 the 1.5 under circumstances where it was equitable -- inequitable for  
25 Eldorado Hills to do so.

1           And it said Defendants had never presented any evidence to  
2 the Court establishing that there was a material fact regarding either  
3 way; whether it should have been earlier or later. So it goes back  
4 because what the appellant said -- Eldorado said is -- excuse me,  
5 Nanyah, is that we didn't discover it and the statute of limitations should  
6 trigger on the date of discovery, which was what was briefed to the  
7 Supreme Court.

8           So now should that accrual date that the Defendants propose  
9 apply? No. Because they want you to say a breach accrues on the date  
10 a contract is entered. There's not one con -- there's not one case,  
11 there's not one statute of limitations that says that. But what we do have  
12 when we've briefed to you is a date of discovery. A date when there is  
13 an event, a repudiation, a breach.

14           That's why under the elements of a contract, contract  
15 performance breach, we have to look at the date of breach or what could  
16 be perceived as a breach, which was when we discovered the secret  
17 deal in December of 2012.

18           And I say it was secret deal because if we were advised of it  
19 earlier or that it was transpiring -- in fact, this is what Mr. Harlap said,  
20 you never brought it to my attention. You never said look, we're going to  
21 do this deal. I would have bought out Mr. Rogich's interest for 600,000.  
22 You never gave me that opportunity. Instead, you sell the four-million  
23 dollar asset for 600,000 because you're trying to avoid my interest.  
24 That's what he actually said in his deposition.

25           So, we're in December of 2012, we find out about this



1 information. Again, that is undisputed. All our statutes of limitations in --  
2 we show in our brief are -- were within all the statute of limitations.  
3 We've got the six years, we've got the four years. All of them, we  
4 detailed the dates.

5 Now, I'm going to -- the law of the case -- it's kind of  
6 interesting because we have a consolidation, all right? We have some  
7 federal cases you saw in our Reply that says consolidation, when you  
8 bring a case in, there's already a law of the case in the main action. So  
9 the consolidated case is bond by that law of the case because this has  
10 already come up, come back down.

11 Mr. Lionel confuses issue preclusion and claim preclusion with  
12 law of the case saying we weren't a party to that. That's not the point  
13 whether they were a party or not. It's now a consolidated action and this  
14 Court already rendered a ruling, went up, come back down, and it's  
15 applicable.

16 So we think, based upon our briefing, that we have a law of  
17 the case issue. We have a law of the case where the Court has said --  
18 the Supreme Court, you have to look at the facts. And the appellants  
19 say they didn't discover until the bad acts, thereby triggering the statute  
20 of limitations. That's what's applicable in -- across the board in this  
21 case.

22 So, now I'm going to jump to the 1.5 million in our claims and  
23 address some of the oppositions to our claims. Now the 1.5 million,  
24 there's the contention asserted that it went into CanaMex. That was pre.  
25 CanaMex was rolled into Eldorado Hills and we know this because of the

1 following undisputed evidence. The undisputed evidence is that  
2 Eldorado's own bank statements show the 1.5 million going in.

3 What happens after that, there's allegations that Mr. Huerta  
4 did something or didn't do something. That has nothing to do with us.  
5 We have the bank statements and we have the internal accounting  
6 records, both at Exhibit 6 and Exhibit 7 showing that Nanyah's money  
7 went into Eldorado. Eldorado took possession and control of our money.

8 Then what we have is Mr. Huerta testifying. You heard Mr.  
9 Lionel say Mr. Huerta was a co-managing member. If you look at the  
10 operating agreement, which is Exhibit 3 -- excuse me, Exhibit 8. There's  
11 an Exhibit 8 to that operating agreement, which says Mr. Huerta  
12 combined the company, absolutely buying the company as a managing  
13 member.

14 So what does Mr. Huerta say? Mr. Huerta says repeatedly  
15 that Nanyah's money was solicited and invested into Eldorado Hills.  
16 Eldorado Hills received that money and retained that money and  
17 Eldorado Hills should have received a membership interest -- a  
18 membership certificate, but it wasn't done because we were doing things  
19 on handshakes, we were moving quickly. I didn't do is what Mr. Huerta  
20 said, even though it was required.

21 Now what Mr. Huerta's statements, they're binding on  
22 Eldorado Hills. They're a party admission under Chapter 51.035,  
23 subsection A, B, and C. Party admissions. Representative admissions.  
24 We also have -- that's a binding admission because of the agency  
25 relationship. The principal is bound by an agent's representation. So