

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

2
3
4
5 NANYAH VEGAS, LLC, A Nevada limited
6 liability company,

7 Appellant,

8 v.

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

18 Respondents.

19 AND RELATED MATTERS.

Electronically Filed
Jul 09 2021 04:17 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 79917

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

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

20 **JOINT APPENDIX VOL. 11**

21 MARK G. SIMONS, ESQ.
22 Nevada Bar No. 5132
23 SIMONS HALL JOHNSTON PC
24 6490 S. McCarran Blvd., #F-46
25 Reno, Nevada 89509
26 T: (775) 785-0088
 F: (775) 785-0087
 Email: msimons@shjnevada.com
 Attorney for Appellant

<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
Amended Answer to First Amended Complaint; and Counterclaim Jury Demand	9/16/14	3	JA_000665-675
Answer to First Amended Complaint and Counterclaim	11/8/13	1	JA_000048-59
Answer to Counterclaim	2/20/14	1	JA_000060-63
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 1 of 2	10/7/19	34-35	JA_008121-8369
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	10/17/19	35-36	JA_008471-8627
Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	8-9	JA_001862-2122

Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	9	JA_002123-2196
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
Complaint	7/31/13	1	JA_000001-21
Complaint	11/4/16	4	JA_000777-795
Decision and Order	10/4/19	33	JA_008054-8062
Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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

1	Defendant Eldorado Hills,	9/19/18	14	JA_003365-3368
2	LLC's Opposition to Nanyah			
3	Vegas, LLC's Motion in			
4	Limine #3: Defendants			
5	Bound by their Answers to			
6	Complaint			
7	Defendant Eldorado Hills,	4/4/19	26	JA_006168-6188
8	LLC's Opposition to Motion			
9	to Reconsider Order on			
10	Nanyah's Motion in Limine			
11	#5: Parol Evidence Rule			
12	Defendant Eldorado Hills,	2/15/19	17	JA_004170-4182
13	LLC's Opposition to Nanyah			
14	Vegas, LLC's Motion for			
15	Summary Judgment			
16	Defendant Eldorado Hills,	3/8/19	23	JA_005618-5623
17	LLC's Opposition to Nanyah			
18	Vegas, LLC's Motion in			
19	Limine #5 re: Parol			
20	Evidence Rule			
21	Defendant Eldorado Hills,	3/8/19	23	JA_005624-5630
22	LLC's Opposition to Nanyah			
23	Vegas, LLC's Motion in			
24	Limine #6 re: Date of			
25	Discovery			
26	Defendant Eldorado Hills,	3/20/19	24	JA_005793-5818
	LLC's Opposition to Nanyah			
	Vegas, LLC's Motion to			
	Settle Jury Instructions			
	Based upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
	Judgment			

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

1	Defendants' First Amended 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
4				
5				
6				
7				
8				
9				
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				
12				
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				
15				
16				
17				
18				
19				
20				
21				
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				
24				
25				
26				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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. 11** on all parties to this action by the method(s) indicated below:

 K by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin
Kolesar & Leatham
400 South Rampart Blvd., Ste. 400
Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
Rogich Family Irrevocable Trust and Imitations, LLC*

Joseph Liebman
Dennis Kennedy
Bailey Kennedy
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN

EXHIBIT 2

EXHIBIT 2

Mark G. Simons, Esq. (SBN 5132)

A Professional Corporation

Reno, Nevada 89503

Facsimile: (775) 329-7941

Attorneys for Nanyah Vegas, LLC

CLARK COUNTY, NEVADA

DEPT. NO.: XXVII

V.

Defendants.

CASE NO.: A-16-746239-C

 V_{\cdot}

Defendants.

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

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

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

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

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

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

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

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

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

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

///

///

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

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

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

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

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

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

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

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

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

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

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

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

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

- There are no applicable insurance policies.

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

DATED this 21st day of April, 2017.

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

By: 

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

CERTIFICATE OF SERVICE

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

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

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

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

Samuel S. Schwartz
Bryan A. Lindsay
Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Ste. 300
Las Vegas, NV 89119

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

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ By email addressed to:

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

DATED: This 21st day of April, 2017.



EXHIBIT 3

EXHIBIT 3



702-805-4800
scheduling@envision.legal

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

Reported by: Monice K. Campbell, NV CCR No. 312
Job No.: 693

CERTIFIED COPY

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

CONSOLIDATED WITH:
Case No.:
A-16-746239-C

DEPOSITION OF:
YOAV HARLAP
TAKEN ON:
OCTOBER 11, 2017

1 DEPOSITION OF YOAV HARLAP, held at
2 Fennemore Craig, P.C., located at 300 South Fourth
3 Street, Suite 1400, Las Vegas, Nevada, on Wednesday,
4 October 11, 2017, at 9:45 a.m., before Monice K.
5 Campbell, Certified Court Reporter, in and for the
6 State of Nevada.

7
8 APPEARANCES:

9 For the Plaintiff:

10 FENNEMORE CRAIG, P.C.
11 BY: SAMUEL S. LIONEL, ESQ.
12 300 S. Fourth Street, Suite 1400
13 Las Vegas, Nevada 89101
(702) 692-8000
slionel@fclaw.com

14 For the Defendants:

15 ROBISON, SIMONS, SHARP & BRUST
16 A Professional Corporation
17 BY: MARK A. SIMONS, ESQ.
18 71 Washington Street
Reno, Nevada 89503
(775) 329-3151
msimons@rssblaw.com

19
20 Also Present:

21 MELISSA OLIVAS
22

23 * * * * *
24
25

I N D E X

EXAMINATION	PAGE
By Mr. Lionel	4

Huerta vs. Rogich
Deposition of Yoav Harlap
Taken on October 11, 2017

E X H I B I T S

NUMBER		PAGE
1	Notice of Taking Deposition and Request for Production of Documents	5
2	10/30/28 Purchase Agreement Between Go Global, Huerta and The Rogich Family Trust, RT0023 through RT0033	17
3	Membership Interest Purchase Agreement, RT0034 through RT0062	19
4	Membership Interest Purchase Agreement, RT0063 through RT0091	20
5	Nanyah Vegas's First Amended Answers to Defendants' First Set of Interrogatories	34
6	Complaint	95

1 LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017

2 9:45 A.M.

3 * * * * *

4 (Counsel agreed to waive the court
5 reporter's requirements under Rule
6 30(b)(4) of the Nevada Rules of Civil
7 Procedure.)

8 Whereupon,

9 YOAV HARLAP,

10 having been sworn to testify to the truth, the whole
11 truth, and nothing but the truth, was examined and
12 testified under oath as follows:

13
14 EXAMINATION

15 BY MR. LIONEL:

16 Q. What is your name?

17 A. Yoav Harlap.

18 Q. Where do you live, Mr. Harlap?

19 A. Israel.

20 Q. What city?

21 A. Herzliya, H-E-R-Z-I-L-Y-A.

22 Q. Have you ever had your deposition taken
23 before?

24 A. No.

25 Q. Do you know what a deposition is?

1 than that, not that I know of.

2 Q. You're talking about Exhibit 3?

3 A. Maybe. Maybe other exhibits, too.

4 Q. Do you know the Flangas Trust?

5 A. The same.

6 Q. When you say "the same," you really had no
7 dealings with it?

8 A. Personally, I had no dealings with it
9 beyond the fact that they, to my understanding,
10 purchased some rights in Eldorado Hills to which I am
11 a potential claimant to.

12 Q. What are you a claimant of?

13 A. To 1.5 million worth of ownership in
14 Eldorado Hills.

15 Q. What's that got to do with Teld?

16 A. Well, Teld, to my understanding, is a
17 company that bought, at a later stage, some of the
18 rights to Eldorado Hills.

19 Q. That's the extent of what you know about
20 Teld?

21 A. Yes.

22 Q. Do you know Mr. Eliades, Pete Eliades?

23 A. Personally not.

24 MR. LIONEL: Do you know how to spell
25 that?

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Monice K. Campbell, a Certified Court Reporter
licensed by the State of Nevada, do hereby certify:
That I reported the deposition of YOAV HARLAP, on
Wednesday, October 11, 2017, at 9:45 a.m.

That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes via
computer-aided transcription into written form, and
that the typewritten transcript is a complete, true
and accurate transcription of my said stenographic
notes; that review of the transcript was requested.

I further certify that I am not a relative,
employee or independent contractor of counsel or of
any of the parties involved in the proceeding; nor a
person financially interested in the proceeding; nor
do I have any other relationship that may reasonably
cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
23rd day of October, 2017.

MONICE K. CAMPBELL, CCR NO. 312

1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132
3 SIMONS LAW, PC
4 6490 S. McCarran Blvd., #20
5 Reno, Nevada, 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: mark@mgsimonslaw.com

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

ORDER DENYING MOTION TO
CONTINUE TRIAL DATE AND
GRANTING FIRM TRIAL DATE
SETTING

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING MOTION TO CONTINUE TRIAL DATE AND GRANTING FIRM**
2 **TRIAL DATE SETTING**

3 The Motion to Continue Trial Date and To Set Firm Trial Date filed by Plaintiff Nanyah
4 Vegas, LLC ("Nanyah") having come on regularly to be heard on May 17, 2018, Mark G. Simons
5 of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of Fennemore Craig, P.C.
6 representing The Rogich Defendants and Joseph A. Liebman of Bailey Kennedy representing the
7 Eliades Defendants and the Court having hearing argument and good cause appearing, does
8 hereby find as follows:

9 1. Nanyah's Motion to Continue the Trial Date from the Court's June Stack is
10 Denied.

11 2. Nanyah's Motion to Set a Firm Trial Date is Granted. The Court provides the
12 parties with the following firm trial dates that are available: September 4-7, 2018 (Tuesday-
13 Friday); October 1-5, 2018 (Monday-Friday); November 13-16, 2018 (Tuesday-Friday); and
14 December 17-21, 2018 (Monday-Friday). In the event the parties agree on a trial date, within five
15 (5) days the parties are to file a joint stipulation setting forth the agreed upon dates for trial. In
16 the event the parties are unable to jointly agree upon the dates of trial, within five (5) days the
17 parties are to separately file with the Court notice of the acceptable trial dates.

18 3. The Court also vacates the hearings on the pending motions in limine which are
19 currently scheduled for oral arguments on June 13 and 14, 2018. The Court will reschedule oral
20 argument on the motions in limine after the Court sets the firm trial date.

21 Dated this 30 day of May, 2018.

22
23 Nanyah ALC
DISTRICT COURT JUDGE
ALC

24 **Respectfully submitted by:**

25 **SIMONS LAW, PC**

26 BY: 

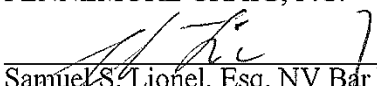
27 Mark Simons, Esq., Nevada Bar No. 5132
28 6490 South McCarran Blvd., #20
 Reno, Nevada 89509

1 mark@mgsimonslaw.com
2 Attorney for Plaintiff Nanyah Vegas, LLC

3 **Approved:**

4 This 18 day of July, 2018

5 FENNEMORE CRAIG, P.C.

6 
7 Samuel S. Lionel, Esq. NV Bar No. 1766
8 Brenoch Wirthlin, Esq. NV Bar No. 10282
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

9 Tel: 702-692-8000

10 Fax: 702-692-8099

11 Attorneys for Sigmund Rogich, Individually and as Trustee of
12 The Rogich Family Irrevocable Trust and Imitations, LLC

13 BAILEY KENNEDY

14 By:

15 Joseph Liebman, Esq., Nevada Bar No. 10125

16 Dennis Kennedy, Esq., Nevada Bar No. 1462

17 8984 Spanish Ridge Avenue

18 Las Vegas, NV 89148

19 DKennedy@BaileyKennedy.com

20 JLiebman@BaileyKennedy.com

21 Attorneys for Defendants Pete Eliades, individually, and as

22 Trustee of The Eliades Survivor Trust of 10/30/08

23 Teld, LLC and Eldorado Hills, LLC

1 mark@mgsimonslaw.com
2 Attorney for Plaintiff Nanyah Vegas, LLC

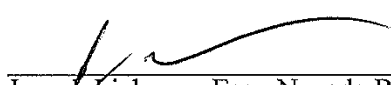
3 **Approved:**

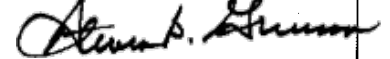
4 This ____ day of ____, 2018

5 FENNEMORE CRAIG, P.C.

6
7 Samuel S. Lionel, Esq. NV Bar No. 1766
8 Brenoch Wirthlin, Esq. NV Bar No. 10282
9 300 S. Fourth Street, Suite 1400
10 Las Vegas, NV 89101
11 Tel: 702-692-8000
12 Fax: 702-692-8099
13 Attorneys for Sigmund Rogich, Individually and as Trustee of
14 The Rogich Family Irrevocable Trust and Imitations, LLC

15
16 BAILEY KENNEDY

17 By: 
18 Joseph Liebman, Esq., Nevada Bar No. 10125
19 Dennis Kennedy, Esq., Nevada Bar No. 1462
20 8984 Spanish Ridge Avenue
21 Las Vegas, NV 89148
22 DKennedy@BaileyKennedy.com
23 JLiebman@BaileyKennedy.com
24 Attorneys for Defendants Pete Eliades, individually, and as
25 Trustee of The Eliades Survivor Trust of 10/30/08
26 Teld, LLC and Eldorado Hills, LLC
27
28



MRCN

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #C-20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**MOTION TO RECONSIDER
ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT**

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

2

3
4
5
6
7
8

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

25

26
27
28

1 ("Rogich Defendants"), Peter Eliades, individually and as Trustee of the Eliades
2 Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants").

3 Nanyah's 5th claim asserted a claim for fraudulent transfer of the Rogich Trust's
4 membership interest in Eldorado Hills. Nanyah's 7th claim asserted a constructive trust
5 on the Rogich Trust's membership interest that had been transferred to the Eliades
6 Trust.
7

8 **A. THE COURT DETERMINED THAT THE TRANSFER OF THE ROGICH**
9 **TRUST'S MEMBERSHIP INTEREST OCCURRED NO LATER THAN**
10 **SEPTEMBER, 2012.**

11 In granting summary judgment, the Court found that "the alleged transfer of the
12 Eldorado Membership interest from the Rogich Trust to the Eliades Trust occurred no
13 later than September 2012." **Exhibit 1**, Court's Order, p. 2, ¶1. Based upon this
14 finding of fact, the Court dismissed Nanyah's 5th and 7th claims based upon the
15 contention that the claims were filed more than four years after the transfer of the
16 Rogich Trust's membership interest to the Eliades Trust. *Id.*, ¶1.,
17

18 **B. NANYAH'S NRCP 56(F) MOTION TO BE ALLOWED TO CONDUCT**
19 **DISCOVERY ON THE FACTS SURROUNDING THE ALLEGED**
20 **TRANSFER WAS DENIED BY THE COURT.**

21 Nanyah opposed Defendants' motion for summary judgment arguing that it was
22 a question of fact when the membership transfer occurred and that the date of
23 perfection of the transfer was critical to determining when the transfer of the Rogich
24 Trust's interest did in fact occur. Nanyah also filed a separate NRCP 56(f) request to
25 be allowed to conduct discovery relating to the facts establishing the date of the
26 membership transfer and to be allowed the opportunity to respond to the motion
27 seeking dismissal of the 5th and 7th claims. The Court denied Nanyah's NRCP 56(f)
28 request. See **Exhibit 2**.

///
28

1 **C. ROGICH SUBSEQUENTLY TESTIFIED THAT THE MEMBERSHIP**
2 **TRANSFER WAS NOT COMPLETED UNTIL JANUARY 1, 2013.**

3 After the Court entered its Orders, on May 24, 2018, Nanyah proceeded with the
4 deposition of Rogich. During Rogich's deposition, Rogich testified that the Rogich Trust
5 retained its membership interest in Eldorado Hills **until January 1, 2013! Exhibit 3,**
6 Affidavit of Mark G. Simons, ¶14.

7 In addition, Rogich testified that Eldorado Hill's books and records confirmed that
8 the transfer of the Rogich Trust's membership interest in Eldorado Hills did not occur
9 **until January 1, 2013! Exhibit 4** attached hereto is an excerpt of the Eldorado Hills
10 General Ledger, which clearly and unmistakably states that the Rogich Trust's
11 membership interest in Eldorado Hills was not transferred until January 1, 2013.¹

12 **III. CONCLUSION.**

13 Based upon the newly discovered evidence that the date of the Rogich Trust's
14 membership interest transfer did not occur until January 1, 2013, Nanyah is entitled to
15 the reconsideration of this Court's Order Partially Granting Summary Judgment and to
16 set aside such order and reinstate Nanyah's 5th and 7th claims for relief. This relief is
17 mandated since Nanyah's complaint was filed within four (4) years of the date of the
18 Rogich Trust's transfer of its membership interest.

19 ///

20 ///

21 ///

22 ///

23 ///

¹ The Eldorado Hills General Ledger is admissible as a party admission. NRS 51.035(3). See also Simons' Aff., at ¶¶5-6.

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 7 day of June, 2018.

SIMONS LAW, PC
6490 So. McCarran Blvd., #C-20
Reno, Nevada, 89509

MARK G. SIMONS
Attorney for Nanyah Vegas, LLC


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC, and that on this date I caused to be served a true copy of **MOTION
TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT** on all
parties to this action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	ilienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 4th day of June, 2018.


Employee of SIMONS LAW, PC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order Partially Granting Summary Judgment	4
2	Order Denying Countermotion, etc.	3
3	Simons' Aff.	2
4	Excerpt Eldorado Hills General Ledger	2

EXHIBIT 1

EXHIBIT 1

Steven D. Grierson

1 **ORDR**

2 Mark G. Simons, Esq., NSB No. 5132
3 SIMONS LAW, PC
4 6490 S. McCarran Blvd., #20
5 Reno, Nevada, 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: mark@mgsimonslaw.com

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

PRINTED ON CHAIR

JAN VILKIN

13882013

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as
2 Trustee of the Rogich Family Irrevocable Trust, and Initiations, LLC ("Rogich Defendants"),
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and
7 the Court having hearing argument and good cause appearing, does hereby set forth the
8 undisputed material facts and the Court's legal determinations.

9
10 **RELEVANT FACTS**

11 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants
12 was filed on November 4, 2016.

13 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to
14 the Eliades Trust occurred no later than September 2012.

15 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
16 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September
17 2012.

18 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
19 Trust were filed more than four years after they accrued.

20 **LEGAL DETERMINATION**

21 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
22 Trust were filed more than 4 years after the alleged membership interest transfer.

23 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not
24 brought within four years after the date of the transfer.

25 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~
26 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ AV FOR
NLA

27 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary
28 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.

2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6
7 Nancy L. ALC
8 DISTRICT COURT JUDGE
9 AE

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: [Signature]
12 Mark Simons, Esq., Nevada Bar No. 5132
13 6490 South McCarran Blvd., #20
14 Reno, Nevada 89509
mark@mgsimonslaw.com
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This _____ day of _____, 2018

17 FENNEMORE CRAIG, P.C.

18
19 Samuel S. Lionel, Esq. NV Bar No. 1766
20 Brenoch Wirthlin, Esq. NV Bar No. 10282
21 300 S. Fourth Street, Suite 1400
22 Las Vegas, NV 89101
23 Tel: 702-692-8000
24 Fax: 702-692-8099
25 Attorneys for Sigmund Rogich, Individually and as Trustee of
26 The Rogich Family Irrevocable Trust and Imitations, LLC
27
28

///
///

FENNEMORE CRAIG

LAS VEGAS

1 BAILEY KENNEDY

2
3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
5 Dennis Kennedy, Esq., Nevada Bar No. 1462
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148
8 DKennedy@BaileyKennedy.com
9 JLiebman@BaileyKennedy.com
10 Attorneys for Defendants Pete Eliades, individually, and as
11 Trustee of The Eliades Survivor Trust of 10/30/08
12 Teld, LLC and Eldorado Hills, LLC
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VINNIMORI CRAIG

LAS VEGAS

EXHIBIT 2

EXHIBIT 2

Steven D. Grierson

ORDR

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING COUNTERMOTION
FOR SUMMARY JUDGMENT AND
DENYING NRCP 56(F) RELIEF**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 The Countermotion for Summary Judgment and Motion for NRCP 56(f) Relief filed by
2 Plaintiff Nanyah Vegas, LLC ("Nanyah") having come on regularly to be heard on April 18,
3 2018, Mark G. Simons of SIMONS LAW, PC, representing Nanyah and Samuel S. Lionel of
4 Fennemore Craig, P.C. representing The Rogich Defendants and Joseph A. Liebman of Bailey
5 Kennedy representing the Eliades Defendants and the Court having hearing argument and good
6 cause appearing, does hereby find as follows:

- 7 1. Nanyah's Countermotion for Summary Judgment is denied.
8 2. Nanyah's Motion for NRCP 56(f) relief is denied.

9 Dated this 17 day of May, 2018.

11 Nancy L. Alf
12 DISTRICT COURT JUDGE
13 AE

13 Respectfully submitted by:

14 SIMONS LAW, PC

15 BY: Mark Simons

16 Mark Simons, Esq., Nevada Bar No. 5132
17 6490 South McCarran Blvd., #20
18 Reno, Nevada 89509
19 mark@mgsimonslaw.com
20 Attorney for Plaintiff Nanyah Vegas, LLC

21 Approved:

22 This ____ day of ____, 2018

23 FENNEMORE CRAIG, P.C.

24 Samuel S. Lionel, Esq. NV Bar No. 1766
25 Brenoch Wirthlin, Esq. NV Bar No. 10282
26 300 S. Fourth Street, Suite 1400
27 Las Vegas, NV 89101
28 Tel: 702-692-8000
Fax: 702-692-8099

Attorneys for Sigmund Rogich, Individually and as Trustee of
The Rogich Family Irrevocable Trust and Imitations, LLC

///
///

SIMONS LAW, PC
6490 S. MCCARRAN
BLVD., #20
RENO, NV 89503
(775) 785-0088

1 BAILEY KENNEDY
2

3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
5 Dennis Kennedy, Esq., Nevada Bar No. 1462
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148
8 DKennedy@BaileyKennedy.com
9 JLiebman@BaileyKennedy.com
10 Attorneys for Defendants Pete Eliades, individually, and as
11 Trustee of The Eliades Survivor Trust of 10/30/08
12 Teld, LLC and Eldorado Hills, LLC
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIMONS LAW, PC
6490 S. MCCARRAN
BLVD., #20
RENO, NV 89503
(775) 785-0088

EXHIBIT 3

EXHIBIT 3

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS, LLC'S MOTION TO RECONSIDER
ORDER PARTIALLY GRANTING SUMMARY JUDGMENT**

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 NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT ("Motion"), to which this affidavit is attached as Exhibit 3.

4. On May 24, 2018, Nanyah proceeded with the deposition of Sigmund Rogich ("Rogich"). During Rogich's deposition, Rogich testified that the Rogich Trust retained its membership interest in Eldorado Hills **until January 1, 2013.**

5. In addition, Rogich testified that Eldorado Hill's books and records confirmed that the transfer of the Rogich Trust's membership interest in Eldorado Hills did not occur **until January 1, 2013.**

6. Exhibit 4 to the Motion is a true and correct excerpt of the Eldorado Hills General Ledger, which clearly and unmistakably states that the Rogich Trust's membership interest in Eldorado Hills was not transferred until January 1, 2013.

///

///

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 4th day of June, 2018.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 4th day of June, 2018 by
Mark G. Simons at Reno, Nevada.

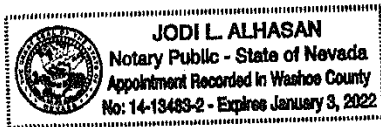

NOTARY PUBLIC

EXHIBIT 4

EXHIBIT 4

4:24 PM

07/29/14

Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bank account (new)							
Check	12/07/2012	1618	Eldorado Hills		Mutual of Om...	2,153.12	2,153.12
Check	02/05/2013	1753	Eldorado Hills, LLC		Bank of Neva...	3,220.48	5,373.60
Total Bank account (new)						5,373.60	5,373.60
Bank of Nevada - Checking							
Check	05/10/2012	1608	Eldorado Hills, LLC	to fund new ...	Mutual of Om...	5,000.00	5,000.00
Bill Pmt -Check	07/31/2012	1750	Bradshaw, Smith &...	Inv. #066876	Accounts Pay...	-4,015.00	985.00
Deposit	11/29/2012			Deposit	Rental Income	6,000.00	6,985.00
Bill Pmt -Check	12/06/2012	Direct...	Capitol Insurance	Conf. #50C0...	Accounts Pay...	-2,437.96	4,547.04
Bill Pmt -Check	12/17/2012		Gerety & Associates	VOID: Inv. #...	Accounts Pay...	0.00	4,547.04
Bill Pmt -Check	12/17/2012		Clark County Trea...	VOID: Parce...	Accounts Pay...	0.00	4,547.04
Bill Pmt -Check	01/01/2013	1752	Gerety & Associates		Accounts Pay...	-625.00	3,922.04
Bill Pmt -Check	01/28/2013	Direct...	Capitol Insurance	Policy #QX0...	Accounts Pay...	-701.56	3,220.48
Bill Pmt -Check	01/31/2013	1751	Gerety & Associates	VOID:	Accounts Pay...	0.00	3,220.48
Check	02/05/2013	1753	Eldorado Hills, LLC		Bank account...	-3,220.48	0.00
Total Bank of Nevada - Checking						0.00	0.00
City National							
Deposit	04/20/2009			Deposit	-SPLIT-	36,500.00	36,500.00
Deposit	05/12/2009			Deposit	Rental Income	12,500.00	49,000.00
Check	05/20/2009			Service Char...	Bank Service ...	-13.34	48,986.66
Bill Pmt -Check	06/02/2009	1001	Valtus Capital Group	Inv. #127	Accounts Pay...	-3,750.00	45,236.66
Deposit	06/05/2009			Deposit	Rental Income	12,500.00	57,736.66
General Journal	06/10/2009	1		debt settle...	Kingston Mg...	130,671.50	188,408.16
Bill Pmt -Check	06/26/2009	1002	Cotton, Driggs Et Al.	Statement #...	Accounts Pay...	-44,956.50	143,451.66
Bill Pmt -Check	07/08/2009	1007	NDEP-BWPC	Permit #GU9...	Accounts Pay...	-300.00	143,151.66
Bill Pmt -Check	07/30/2009	1003	Kummer, Kaempfe...	Inv. #119348	Accounts Pay...	-5,247.69	137,903.97
Bill Pmt -Check	08/12/2009	1004	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-286.41	137,617.56
Bill Pmt -Check	08/12/2009	1005	NV Energy	3000241471...	Accounts Pay...	-1,692.03	135,925.53
Bill Pmt -Check	08/13/2009	1006	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,487.25	121,438.28
Check	08/20/2009			Service Char...	Bank Service ...	-92.11	121,346.17
Bill Pmt -Check	08/25/2009	1008	LVVWD	Acct. #4518...	Accounts Pay...	-345.37	121,000.80
Bill Pmt -Check	08/25/2009	1015	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,487.24	106,513.56
Bill Pmt -Check	08/25/2009	1016	Nevada Departme...	TID No. 010...	Accounts Pay...	-200.00	106,313.56
Bill Pmt -Check	08/25/2009	1017	Cotton, Driggs Et Al.	File No.: 080...	Accounts Pay...	-500.00	105,813.56
Deposit	08/27/2009			Deposit	-SPLIT-	1,637.97	107,451.53
Bill Pmt -Check	08/28/2009	1024	LVVWD	Acct. #4518...	Accounts Pay...	-1,027.77	106,423.76
Bill Pmt -Check	08/28/2009	1025	Martin Door Manuf...	Inv. #374789	Accounts Pay...	-2,668.00	103,755.76
Bill Pmt -Check	08/31/2009	1011	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-286.41	103,469.35
Bill Pmt -Check	08/31/2009	1012	Depo International	Inv. #2294D...	Accounts Pay...	-166.15	103,303.20
Bill Pmt -Check	08/31/2009	1013	LVVWD	Acct. #4518...	Accounts Pay...	-244.35	103,058.85
Bill Pmt -Check	08/31/2009	1014	NV Energy	3000241471...	Accounts Pay...	-1,444.85	101,614.00
Bill Pmt -Check	09/10/2009	1010	DAQEM		Accounts Pay...	-552.00	101,062.00
Check	09/16/2009	1018	Antonio Nevada		Contributions ...	-50,000.00	51,062.00
Deposit	09/16/2009			Deposit	Contributions ...	50,000.00	101,062.00
Bill Pmt -Check	09/23/2009	1019	Cotton, Driggs Et Al.	Statement #...	Accounts Pay...	-22,631.27	78,430.73
Bill Pmt -Check	09/29/2009	1020	Gerety & Associates	Inv. #6365	Accounts Pay...	-5,000.00	73,430.73
Bill Pmt -Check	09/30/2009	1021	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.21	73,287.52
Bill Pmt -Check	09/30/2009	1022	Gerety & Associates	Inv. #6347	Accounts Pay...	-2,000.00	71,287.52
Bill Pmt -Check	09/30/2009	1023	NV Energy	3000241471...	Accounts Pay...	-1,585.83	69,701.69
Bill Pmt -Check	10/02/2009	1027	Priority Business C...	Inv. #50260	Accounts Pay...	-112.80	69,588.89
Bill Pmt -Check	10/22/2009	1026	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	-11,122.75	58,466.14
Bill Pmt -Check	10/29/2009	1028	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	58,322.94
Bill Pmt -Check	10/29/2009	1029	NV Energy	3000241471...	Accounts Pay...	-1,173.90	57,149.04
Bill Pmt -Check	11/18/2009	1030	LVVWD	Acct. #4518...	Accounts Pay...	-631.33	56,517.71
Bill Pmt -Check	11/18/2009	1031	McFadden Insuran...	Eldorado Hills	Accounts Pay...	-1,402.65	55,115.06
Check	11/30/2009			Service Char...	Bank Service ...	-2.09	55,112.97
Bill Pmt -Check	12/01/2009	1032	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	54,969.77
Bill Pmt -Check	12/01/2009	1033	NV Energy	3000241471...	Accounts Pay...	-1,012.09	53,957.68
Bill Pmt -Check	12/15/2009	1034	Clark County Trea...	Parcel #189...	Accounts Pay...	-14,483.41	39,474.27
Bill Pmt -Check	12/15/2009	1035	LVVWD	Acct. #4518...	Accounts Pay...	-138.27	39,336.00
Bill Pmt -Check	12/22/2009	1036	Cotton, Driggs Et Al.	Statement N...	Accounts Pay...	-6,303.00	33,033.00
Bill Pmt -Check	12/24/2009	1037	Boulder Disposal	Cust. #30-89 0	Accounts Pay...	-143.20	32,889.80
Bill Pmt -Check	12/24/2009	1038	LVVWD	Acct. #4518...	Accounts Pay...	-371.53	32,518.27
Bill Pmt -Check	12/24/2009	1039	NV Energy	3000241471...	Accounts Pay...	-1,162.77	31,355.50
Bill Pmt -Check	01/07/2010		Gerety & Associates	VOID: Inv. #...	Accounts Pay...	0.00	31,355.50
Check	01/21/2010	1040	Eldorado Hills, LLC		Miscellaneous	-25,000.00	6,355.50
Check	01/31/2010			Service Char...	Bank Service ...	-10.77	6,344.73

Page 1

SR002334

JA_002533

4:01 PM

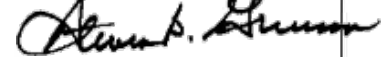
07/29/14

Accrual Basis

Eldorado Hills, LLC General Ledger

All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Eliades Family Trust									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		10,428,943.38	-10,428,943.38
General Journal	12/31/2012	11			BSC AJE # 8	Licenses & P...		385.00	-10,429,328.38
Total Eliades Family Trust							0.00	10,429,328.38	-10,429,328.38
Rogich 2004 Fam irr Trust									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		378,063.90	-378,063.90
General Journal	12/31/2012	14			BSC AJE # 5	Capital Rogic...	378,063.90		0.00
Total Rogich 2004 Fam irr Trust							378,063.90	378,063.90	0.00
Capital - Eddyline Inv									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		54,211.00	-54,211.00
General Journal	12/31/2012	5			BSC AJE # 1	-SPLIT-	1,199.85		-53,011.15
General Journal	01/01/2013	15			To close pri...	-SPLIT-	754.15		-52,257.00
Total Capital - Eddyline Inv							1,954.00	54,211.00	-52,257.00
Capital - Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		307,103.96	-307,103.96
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...	6,693.96		-300,410.00
General Journal	01/01/2013	15			To close pri...	Capital - Edd...	4,216.00		-296,194.00
Total Capital - Ray Fam Tr							10,909.96	307,103.96	-296,194.00
Capital - Teld, LLC									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		4,855,087.00	-4,855,087.00
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...	327,896.00		-4,527,191.00
General Journal	12/31/2012	10			BSC AJE #7	754 Basis Ad...	2,997,901.90		-1,529,289.10
General Journal	01/01/2013	15			To close pri...	Capital - Edd...		3,241,087.48	-4,770,376.58
Total Capital - Teld, LLC							3,325,797.90	8,096,174.48	-4,770,376.58
Capital Rogich 2004 FIT									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...		3,514,315.22	-3,514,315.22
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...	212,477.22		-3,301,838.00
General Journal	12/31/2012	14			BSC AJE # 5	Rogich 2004 ...		378,063.90	-3,679,901.90
General Journal	01/01/2013	15			To close pri...	Capital - Edd...	3,679,901.90		0.00
Total Capital Rogich 2004 FIT							3,892,379.12	3,892,379.12	0.00
Member 1 Draws									
Total Member 1 Draws									0.00
Member 1 Equity									
Total Member 1 Equity									0.00
Member 2 Draws									
Total Member 2 Draws									0.00
Member 2 Equity									
Total Member 2 Equity									0.00
Opening Balance Equity									
General Journal	12/31/2012	1	*		Record begi...	Bank Accoun...	554,628.56		554,628.56
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...		548,267.03	6,361.53
General Journal	12/31/2012	13			Record 201...	Rental Income		6,361.53	0.00
Total Opening Balance Equity							554,628.56	554,628.56	0.00
Retained Earnings									
General Journal	01/01/2013	15			To close pri...	Capital - Edd...		443,784.57	-443,784.57
Total Retained Earnings							0.00	443,784.57	-443,784.57
Rental Income									
General Journal	12/31/2012	13			Record 201...	-SPLIT-		78,000.00	-78,000.00
Deposit	02/08/2013	2640		DESERT HILLS S...	JAN./FEB. ...	Bank Accoun...		12,000.00	-90,000.00
Deposit	04/01/2013	1564		PRO GUN CLUB	MARCH & A...	Bank Accoun...		20,000.00	-110,000.00
Deposit	04/18/2013	2120...		WILSON CONST...	PARKING V...	Bank Accoun...		2,000.00	-112,000.00
Deposit	05/07/2013	2702		DESERT HILLS S...	MAY RENT	Bank Accoun...		10,000.00	-122,000.00
Deposit	06/10/2013	1633		PRO GUN CLUB	june rent	Bank Accoun...		10,000.00	-132,000.00
Deposit	08/15/2013	1609		PRO GUN CLUB	JULY RENT	Bank Accoun...		10,000.00	-142,000.00
Deposit	10/15/2013	1790		PRO GUN CLUB	PARTIAL A...	Bank Accoun...		5,000.00	-147,000.00
Deposit	11/15/2013	1862		PRO GUN CLUB	BAL AUG R...	Bank Accoun...		10,000.00	-157,000.00
General Journal	12/31/2013	19		DESERT HILLS S...	BSC AJE # 5	Accounts Pa...	32,816.60		-189,816.60
Deposit	01/02/2014	1902		PRO GUN CLUB	BAL RENT ...	Bank Accoun...	13,044.76		-202,861.36
Deposit	01/10/2014	1890		PRO GUN CLUB	DEC. 2013 ...	Bank Accoun...	10,000.00		-212,861.36
Deposit	02/04/2014			PRO GUN CLUB	feb.	Bank Accoun...	10,000.00		-222,861.36
Deposit	03/05/2014			PRO GUN CLUB	Deposit	Bank Accoun...	10,000.00		-232,861.36
Deposit	03/25/2014	2051		PRO GUN CLUB	MARCH RE...	Bank Accoun...	10,000.00		-242,861.36
Deposit	04/17/2014	2076		PRO GUN CLUB	APRIL RENT	Bank Accoun...	10,000.00		-252,861.36
Deposit	05/22/2014	2117		PRO GUN CLUB	MAY RENT	Bank Accoun...	10,000.00		-262,861.36



MOT

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com

*Attorneys for Sigmund Rogich, Individually and as Trustee
of the Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The 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 SIGMUND
ROGICH, INDIVIDUALLY AND AS
TRUSTEE OF THE ROGICH
FAMILY IRREVOCABLE TRUST
AND IMITATIONS, LLC'S
MOTION FOR
RECONSIDERATION**

Hearing Date: _____
Hearing Time: _____

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants Sig Rogich, individually and as Trustee of the Rogich Trust and Imitations,
2 LLC ("Imitations), move the Court for Reconsideration of its Order filed May 22, 2018, denying
3 Defendants' Motion for Summary Judgment with respect to Plaintiff's First, Second, Third, Sixth,
4 Eighth and Ninth Claims and granting Summary Judgment Dismissing Nanyah Vegas, LLC's
5 ("Nanyah") Fifth and Seventh Claims with prejudice, on the ground that Plaintiff has not
6 demonstrated the existence of a genuine factual issue with respect to the accrual date of Plaintiff's
7 remaining Claims and Defendants are entitled to Summary Judgment as a matter of law.

8 **NOTICE OF MOTION**

9 **TO: ALL INTERESTED PARTIES; AND**

10 **TO: THEIR ATTORNEYS**

11 Please take notice that the undersigned will bring the above **MOTION FOR**
12 **RECONSIDERATION** on for hearing before this Court at _____ on July 10, 2018 at
13 In Chambers a.m. or as soon as counsel can be heard.

14 DATED this 5 day of June, 2018.

15
16 **FENNEMORE CRAIG, P.C.**

17
18 By: 

19 Samuel S. Lionel, Esq. (NV Bar No. 1766)
20 Brenoch Wirthlin, Esq. (Bar No. 10282)
21 300 South Fourth Street, Suite 1400
22 Las Vegas, Nevada 89101
23 Telephone: (702) 692-8000
24 Facsimile: (702) 692-8099
25 E-mail: slionel@fclaw.com
26 *Attorneys for Sigmund Rogich*
27 *and Imitations, LLC*
28

24 **PRELIMINARY STATEMENT**

25 Nanyah's Complaint was filed November 4, 2016. As will be shown herein the accrual
26 date of Nanyah's remaining 6 claims is 2008, 8 years before the Complaint was filed. No Statute
27 of Limitations applicable to Nanyah's 6 claims is longer than 6 years. Therefore, Nanyah's
28

1 claims are barred by the relevant Statutes of Limitations and its Complaint should be dismissed
2 with prejudice. A ground for denial of Defendants' prior Motion for Summary Judgment with
3 respect to Nanyah's remaining claims was that there are facts in dispute with regard to accrual of
4 causes of action, See Recorder's Partial Transcript of Hearing, Exhibit A at 2:21,22. This Motion
5 will demonstrate (1) there is overwhelming proof that the accrual date for Nanyah's claims is
6 2008 and (2) Nanyah cannot set forth specific facts demonstrating the existence of a genuine
7 accrual issue for trial and therefore summary judgment should be awarded to Defendants.

8 **ACCRUAL EVIDENCE**

9 **DEFENDANTS' ACCRUAL EVIDENCE**

10 1. Exhibit 2, Purchase Agreement attached to Defendants' Motion for Summary
11 Judgment.

12 2. Exhibit 4, Membership Interest Purchase Agreement ("Teld Agreement") attached
13 to Defendants' Motion for Summary Judgment.

14 3. Exhibit 5, Membership Interest Purchase Agreement ("Flangas Agreement")
15 attached to Defendants' Motion for Summary Judgment.

16 4. Exhibit 6, Amended and Restated Operating Agreement of Eldorado Hills, LLC,
17 attached to Defendants' Motion for Summary Judgment.

18 5. The following excerpts of deposition testimony of Yoav Harlap, the owner of
19 Nanyah, which is Exhibit 3 to Defendants' Motion for Summary Judgment.

20 "Q. Let the record show the witness is looking at Exhibit 2."

21 ...

22 "Q. That is a 2008 document. Did you see it in 2008?

23 A. I do not know.

24 Q. You don't know. You don't know or you don't remember?

25 A. I don't remember.

26 Q. But you don't know?

27 A. I might have.

28 Q. You might have. Okay.

A. I might have, because I do remember vividly that Carlos have explained to me, if
I'm not mistaken, over the phone, that my rights in the Eldorado Hills are secured
and that the buyer of Eldorado Hills from him has taken the commitment to pay me
or register my rights to pay me back my investment in Eldorado Hills.

Exhibit 3, at 17:6-7, 18:1-16.

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

2 A. Because in 2008, there was a paper that was showing that I had this claim,
3 and obviously, this should carry some form of interest over time, I would
4 say¹.

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

6 MR. SIMONS: You're mischaracterizing.

7 THE WITNESS: No. in 2008, there was a mentioning of my investment
8 in Eldorado Hills, which will result in my potential claim of 1.5 million,
9 the historical number."

10 Exhibit 3 at 74:4-15

11 "A. My interest in Eldorado Hill, as also mentioned in Exhibit 2...sees me as a
12 potential claimant the way it is referred to in that paper, specific paper."
13 Exhibit 3, at 87:6-9.

14 "A. I think that Exhibit 2...is saying explicitly that I...have membership rights
15 or that there should be potential claims or membership rights..."
16 Exhibit 3 at 157:13-19.

17 "A. I can explain it as per Exhibit 2. Exhibit 2 says that I am a potential
18 claimant, and as far as I understand, even that agreement alone states my
19 interest – Nanyah's ownership interest."
20 Exhibit 3, at 163: 12-15.

21 NANYAH'S ACCRUAL EVIDENCE

22 Effectively none. Nanyah's Complaint refers to Exhibits 2, 4, 5 and 6. Although not for
23 accrual purposes, they fully support the 2008 accrual date as does its Exhibit 19 which is identical
24 to the first Harlap extract above.

25 NANYAH'S CLAIMS ACCRUED IN 2008

26 Nanyah's remaining 6 claims concern Exhibit 2 (Purchase Agreement), Exhibit 4 (Teld
27 Agreement), Exhibit 5 (Flangas Agreement) and Exhibit 6 (Operating Agreement). The effective
28 date of each agreement is October 30, 2008. Each of the remaining claims allege the 4
agreements as part of its claim.²

In Exhibit 2, Huerta represented and warranted familiarity with the concurrent Teld and
Flangas transactions. Exhibit 2 at 4. Exhibits 4 and 5, which are substantially similar
agreements, acknowledge each other. Exhibit 4 at 3G, Exhibit 5 at 3G, Exhibit 6, the Operating

¹ Harlap refers to an agreement as paper. See Exhibit 3 at 17:6-9 where he refers to Exhibit 2 as a paper.

² When asked about the Teld and Flangas Agreements at his deposition, Harlap responded: "Personally, I had no
dealings with it beyond the fact that they, to my understanding, purchased some rights in Eldorado Hills to which I
am a potential claimant to." Exhibit 3 at 32:8-11.

1 Agreement is Exhibit I to the Teld and Flangas Agreements. The last line of Exhibits 2, 4 and 5
2 provide that "Time is of the essence of this Agreement and all of its provisions."

3 Nanyah's Complaint alleges:

4 "On or about October 30, 2008, Go Global and Rogich Trust entered into a Purchase
5 Agreement...." Complaint at para 23. "In entering into the Purchase Agreement, Rogich Trust
6 intended and agreed to be fully responsible for repayment of Nanyah's...investments in
7 Eldorado." Complaint at para 25. Rogich Trust represented and covenanted that it would
8 confirm the membership interests of Nanyah..." Complaint at para 26. Nanyah's alleged
9 investment of \$1.5 million in Eldorado is shown in Exhibit A to Exhibit 2 and Exhibit D to
10 Exhibits 4 and 5.

11 All of Nanyah's claims are based on its alleged rights under the Agreements. The
12 foregoing related transactions, all effective as of October 30, 2008, are based on the Agreements
13 with their identical effective date of October 30, 2008.

14 The Complaint and its exhibits clearly show that 2008 is the accrual date for Nanyah's
15 remaining 6 claims. Furthermore, Mr. Harlap's deposition testimony demonstrates the accrual
16 date for Nanyah's remaining claims is 2008. Harlap's testimony in 2017 that he vividly
17 remembers Huerta explaining to him in 2008 his rights under Exhibit 2 shows Nanyah's
18 knowledge of Exhibit 2 in 2008. Harlap's testimony that in 2008 there was a paper that showed
19 its potential claim of 1.5 million is further proof of accrual of Nanyah's claims in 2008.

20 An accrual date of 2008 is precise enough. The agreements had an effective date of
21 October 30, 2008. In MacIntosh v. California Fed Sav., 113 Nev. 246, 253, 935 F.2d 1154, 1161
22 (1997), the Court ruled that a conversation during a prior spring, a year and a half before
23 commencement of an action, was an appropriate accrual date. Harlap's testimony that Exhibit 2
24 stated that he was a potential claimant is further evidence of the 2008 accrual date. In Winn v.
25 Sunrise Hospital and Medical Center, 128 Nev. 256, 253, 277 P.3d 458, 463 (2012), the Court
26 held that the accrual date was when the plaintiff was put on inquiry notice of his potential claim.
27 As a Potential Claimant, Nanyah was clearly put on inquiry notice. He was also put on inquiry
28

1 notice when he had the phone conversation with Huerta and having the paper (Exhibit 2) in 2008.

2 It is obvious that the parties to the related agreements had agreed to all the transactions
3 and their terms set forth in Exhibits 2, 4, 5 and 6, all effective as of October 30, 2008. Manifestly
4 the parties' rights and obligations in the Agreements accrued on the effective date all the parties
5 agreed on.

6 The foregoing evidence of the Complaint, the agreements alleged therein, the Harlap
7 testimony about the Purchase Agreement providing his Potential Claimant status are
8 overwhelming proof that the accrual date for Nanyah's remaining claims is 2008. That evidence,
9 from Nanyah's Complaint and Harlap's testimony presents no witness demeanor or credibility
10 issue. It is clear evidence that October 2008 is the accrual date for Harlap's claims.

11 **DEFENDANTS' ACCRUAL EVIDENCE IS NOT DISPUTED BY NANYAH**

12 Nanyah does not dispute Defendants' accrual evidence. Its Exhibit 19 is the identical
13 Harlap testimony of his vividly remembered 2008 telephone conversation with Huerta which
14 supports a 2008 accrual date. Its Opposition merely argued that because the accrual date was the
15 same date as the Agreements were entered into, Defendants' 2008 accrual date had no merit.
16 Opp. at 22:11-16. Nanyah has not disputed and cannot dispute the clear evidence of the accrual
17 date of 2008. Thus Harlap does not dispute Defendants' accrual date and its supporting evidence.

18 Nanyah's utter failure to offer any evidence in opposition to Defendants' accrual evidence
19 is significant. In Wood v. Safeway, Inc., 121 Nev. 724, 732, 121 P. 3d 1026, 1031 (2005) the
20 Court held that a nonmoving party "bears the burden to 'do more than simply show that there is
21 some metaphysical doubt' as to the operative facts in order to avoid summary judgment in the
22 moving party's favor. The nonmoving party' must by affidavit or otherwise set forth specific
23 facts demonstrating the existence of a genuine issue for trial or have summary judgment entered
24 against him." See also Collins v. Union Federal Sav. & Loan Ass'n, 99 Nev. 284, 294, 662 P. 2d
25 610, 616 (1983); Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 442 (1993). Nanyah
26 has totally failed to bear its burden to provide operative facts to counter Defendants' proven
27 accrual date.

28 "A district court must grant summary judgment 'when the pleadings and other findings on

1 file [when reviewed in a light most favorable to the nonmoving party], demonstrate that no
2 genuine issue as to any material fact [remains] and that the moving party is entitled to a judgment
3 as a matter of law.’ A genuine issue of material fact exists, precluding summary judgment, when
4 a reasonable jury could return a verdict for the nonmoving party.” Witherow v. State Bd. of
5 Parole Com’rs, 123 Nev. 305, 308, 167 P. 3d 408, 409 (2007); Bulbman v. Nevada Bell, 108
6 Nev. 105, 110, 825 P.2d 588, 591 (1952); “A factual dispute is genuine when the evidence is
7 such that a rational trier of fact could return a verdict for the nonmoving party.” Wood v.
8 Safeway, Inc., 121 Nev. 724, 732, 121 P. 3d 1026, 1031 (2005).

9 There is no genuine issue of fact here. Nanyah has presented no evidence with respect to
10 accrual except the identical favorable Harlap telephone conversation with Huerta in 2008.
11 Accordingly, a rational trier of fact or a jury could not possibly return a verdict in Nanyah’s
12 behalf and summary judgment in favor of the Defendants’ should be awarded.

13 **SUMMARY JUDGMENT SHOULD BE AWARDED TO DEFENDANTS SIG ROGICH,**

14 **THE ROGICH TRUST AND IMITATIONS**

15 This Motion for Reconsideration is about a single issue – accrual of Nanyah’s claims. If
16 the Court agrees with Defendants’ accrual date, summary judgment should be awarded to
17 Defendants regardless of whatever Nanyah’s opposition hereto may show. Nanyah’s specious
18 claim of a \$1.5 million investment fails because of the running of the Statute of Limitations from
19 the 2008 accrual date. As a result there is no genuine issue as to a material issue of fact – accrual
20 - and the defendants should be awarded judgment as a matter of law. NCRP 56(c).

21 “Summary Judgment must be granted when the pleadings and record
22 evidence, viewed in the light most favorable to the nonmoving party,
23 demonstrate that there are no genuine issues as to any material facts and the
moving party is entitled to judgment as a matter of law. *Witherow v. State*
Bed, of Parole Comm’rs, 123 Nev. 305, 308, 167 P.3d 408, 409 (2007).”

24 Stockmeier v. State Bd of Parole Comr.’s, 127 Nev. 243, 247, 255 P. 3d 209, 212 2011;
25 Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P. 3d 1026, 1029 (2005).

26 //

27 //


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONCLUSION

This Court should grant reconsideration and award Summary Judgment to Defendants dismissing Nanyah's remaining claims, with prejudice.

Dated this 5 day of June, 2018.

FENNEMORE CRAIG, P.C.

By: 
Samuel S. Lionel, Esq. (NV Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
E-mail: slionel@fclaw.com
*Attorneys for Sigmund Rogich, Individually and
as Trustee of the Rogich Family Irrevocable
Trust and Imitations, LLC*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of the **DEFENDANTS SIGMUND ROGICH,**
3 **INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE**
4 **TRUST AND IMITATIONS, LLC'S MOTION FOR RECONSIDERATION** was served
5 upon the following person(s) either by electronic transmission through the Wiznet system
6 pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known
7 address, first class mail, postage prepaid for non-registered users, on this 5th day of June, 2018
8 as follows:

9
10 Mark Simons, Esq.
11 6490 South McCarran Blvd., #20
12 Reno, Nevada 89509
13 mark@mgsimonslaw.com
14 *Attorney for Plaintiff Nanyah Vegas, LLC*

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

13 Charles E. ("CJ") Barnabi, Jr.
14 COHEN JOHNSON PARKER EDWARDS
15 375 E. Warm Springs Road, Suite 104
16 Las Vegas, NV 89119
17 cj@cohenjohnson.com
18 *Attorney for Plaintiffs Carlos Huerta*
19 *and Go Global, LL*

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

17 Dennis Kennedy
18 Joseph Liebman
19 BAILEY ❖ KENNEDY
20 8984 Spanish Ridge Avenue
21 Las Vegas, NV 89148
22 DKennedy@BaileyKennedy.com
23 JLiebman@BaileyKennedy.com
24 *Attorneys for Defendants Pete Eliades,*
25 *Teld, LLC and Eldorado Hills, LLC*

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


26
27
28

An employee of Fennemore Craig, P.C.

EXHIBIT A



1 RTRAN

2
3
4
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 15th 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.]

16 * * * * *

17

18

19


20

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

Steven D. Grierson
ENTERED
fl

DISTRICT COURT
CLARK COUNTY, NEVADA

Carlos Huerta, Plaintiff(s)

vs.

Eldorado Hills LLC, Defendant(s)

Case No.: A-13-686303-C

A-16-746239-C

Department 27

ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/CALENDAR CALL

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set to be tried to a jury on a FIRM DATE to begin on the **13th day of November, 2018, at 10:00 A.M.** The trial will be held in **Department 27, Courtroom 3A located in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.**

B. A Pre-Trial/Calendar Call with the designated attorney and/or parties in proper person will be held on the **1st day of November, 2018, at 11:00 A.M.** The Pre-Trial/Calendar Call will take place in **Courtroom 3A.** The parties must have the following ready for trial:

- (1) Typed exhibit lists;
- (2) List of depositions;
- (3) List of equipment needed for trial, including audiovisual equipment; and
- (4) Courtesy copies of any legal briefs on trial issues.

C. The Pre-trial Memorandum must be filed no later than **October 29, 2018**, with a courtesy copy delivered to Department XXVII Chambers. All parties, (Attorneys and parties in Proper Person) **MUST** comply with ALL REQUIREMENTS of E.D.C.R. 2.67, 2.68 and 2.69.

D. All discovery deadlines, deadlines for filing dispositive motions and motions to amend the pleadings or add parties are controlled by the previously issued Scheduling Order unless otherwise modified by a subsequent Stipulation and Order. Pursuant to EDCR 2.35, any discovery issues must be heard before the Discovery Commissioner unless the scheduled Trial date is affected.

CLERK OF THE COURT

JUN 06 2018

RECEIVED

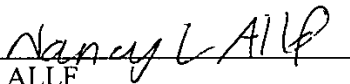
NANCY L. ALLF
DISTRICT JUDGE
DEPT XXVII
LAS VEGAS, NV 89155

1 E. All Motions in Limine must be in writing and filed no later than 8 weeks
2 before Trial and heard not less than 14 days prior to trial. **ORDERS SHORTENING**
3 **TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES.** An
4 upcoming trial date is not an **EXTREME EMERGENCY.**

5 **Failure of the designated trial attorney or any party appearing in proper person**
6 **to appear for any court appearances or to comply with this Order shall result in**
7 **any of the following: (1) dismissal of the action (2) default judgment; (3)**
8 **monetary sanctions; (4) vacation of trial date; and/or any other appropriate**
9 **remedy or sanction.**

10 Counsel must advise the Court immediately when the case settles or is otherwise
11 resolved prior to trial. A Stipulation which terminates a case by dismissal shall also indicate
12 whether a Scheduling Order has been filed and if a trial date has been set, and the date of
13 that trial. A copy should be given to Chambers.


14 DATED: June 1, 2018

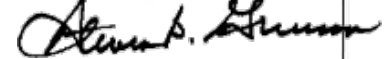
15 
16 NANCY ALLF
17 District Court Judge, Department 27

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that on or about the date filed, a copy of this Order was provided to all
20 counsel, and/or parties listed below via one, or more, of the following manners: via email,
21 via facsimile, via US mail or via Electronic Service if the Attorney/Party has signed up for
22 Electronic Service

23 Samuel S. Lionel, Esq.
24 Joseph A. Liebman, Esq.
25 Mark G. Simons, Esq.
26 Andrew Leavitt, Esq.
27 Brandon B. McDonald, Esq.
28 Samuel A. Schwartz, Esq.

29 
30 Karen Lawrence
31 Judicial Executive Assistant



OPPS

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

FENNEMORE CRAIG, P.C.

300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com

*Attorneys for Sigmund Rogich, Individually and as Trustee
of the Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The 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 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**

Hearing Date: 7/10/2017

Hearing Time: IN CHAMBERS

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **OPPOSITION TO MOTION TO RECONSIDER ORDER PARTIALLY GRANTING**

2 **SUMMARY JUDGMENT**

3 **INTRODUCTION**

4 On May 22, 2018, this Court entered its Order Partially Granting Summary Judgment to
5 Defendants Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and
6 Imitations, LLC, which dismissed with prejudice, Nanyah Vegas, LLC (“Nanyah’s”) Fifth and
7 Seventh Claims on the ground that the Claims were filed more than 4 years after they had
8 accrued. Exhibit A. Nanyah now seeks reconsideration on the ground that Mr. Rogich testified at
9 his deposition on May 24, 2018 that the membership of the Rogich Trust was not transferred to
10 the Eliades Trust until January 1, 2013, and the Summary Judgment Relevant Facts state that the
11 transfer occurred no later than September 2012.

12 **NANYAH’S FIFTH AND SEVENTH CLAIMS WERE BROUGHT MORE THAN 4**
13 **YEARS AFTER THEY ACCRUED.**

14 Nanyah’s Complaint alleges that “on or about August or September of 2012, Teld and
15 Rogich Trust entered into a new agreement whereby Rogich Trust agreed to forfeit its 40%
16 membership interest in Eldorado to the Eliades Trust. in exchange for the sum of \$682,080.”
17 Complaint at Par. 70.

18 NRS 112.230(1)(b) provides that a claim is extinguished if not brought within 4 years
19 “after the transfer was made or the obligation was incurred.”¹ Thus, Nanyah’s Complaint
20 effectively alleges that its Fifth and Seventh Claims were extinguished because they were not
21 filed until November 4, 2016, more than 4 years after the new agreement was entered into
22 between the Rogich Trust and Teld in August or September 2012.

23 Furthermore, and of equal importance, with respect to the transfer and the extinguishment
24 of Nanyah’s claims, is the following paragraph of Defendants’ Motion for Summary Judgment:

25 “The Membership Interest Assignment Agreement dated January 1, 2012, is
26 not an exhibit to the Complaint. It is *Exhibit 7* to this Motion. It provides in
27 Paragraph 1 that: “Rogich hereby transfers and conveys the Membership
Interest including all of his rights, title and interest of whatever kind or
nature in the Membership Interest to Eliades, and Eliades hereby acquires

28 ¹ NRS 112.230(1)(a) has a similar provision.

1 the Membership Interest from Rogich, upon receipt of the Consideration (as
2 defined here below) at closing.” *Exhibit 7* provides in paragraph 4 that the
3 Closing “shall be consummated upon the execution of this Agreement, the
4 payment of consideration as herein stated and the delivery of a Satisfaction
5 of Promissory Note and release of security to Teld.” The consideration of
6 \$682,080 from Peter Eliades to Rogich (a check dated August 16, 2012) and
7 the Satisfaction of Promissory Note and Release of Security are attached to
8 the Motion as *Exhibits 9 and 10*.”

9 In its Opposition to Defendants’ Motion for Summary Judgment Nanyah did not dispute a
10 word of that paragraph. The paragraph clearly demonstrates that the terms of the Agreement
11 between the Rogich Trust and Teld show the transfer of the membership interest occurred no later
12 than August 16, 2012 when the consideration was duly paid.

13 Nanyah argues that on May 24, 2012, Mr. Rogich testified that the Rogich Trust retained
14 its membership interest in Eldorado Hills until January 1, 2013, citing paragraph 4 of Mr.
15 Simon’s Affidavit. Exhibit 3, Motion at 5:3-6. In addition, in paragraph 5 of Exhibit 3, Mr.
16 Simon’s Affidavit states that “Rogich testified that Eldorado’s books and records confirmed that
17 the transfer of the Rogich Trust’s membership interest in Eldorado Hills did not occur until
18 January1, 2013” and in paragraph 6 of Mr. Simon’s Affidavit that “Exhibit 4 to the Motion is a
19 true and correct excerpt of the General Ledger which clearly and unmistakably states that the
20 Rogich Trust’s membership interest in Eldorado Hills was not transferred until January 1, 2013.”

21 Despite Mr. Simon’s Affidavit stating that Mr. Rogich testified that the Rogich Trust
22 retained its Eldorado membership interest until January 1, 2013 and that Eldorado’s books and
23 records confirmed the Rogich Trust’s transfer did not occur until January 1, 2013 (Exhibit 3 at
24 15-17), Mr. Simon has not set forth Mr. Rogich’s testimony. The alleged testimony is false. A
25 copy of Mr. Rogich’s testimony is attached hereto as Exhibit B. That testimony does not show
26 that Mr. Rogich testified the Rogich Trust retained its Eldorado membership interest until January
27 1, 2013 or that Eldorado’s books and records confirmed the Rogich Trust membership interest
28 transfer did not occur until January 1, 2013. There is no basis whatsoever for Mr. Simon’s
Affidavit that Mr. Rogich testified to retention of the Eldorado interest and confirmed the records
showing there was no transfer until January 1, 2013.

Paragraph 6 of Mr. Simon’s Affidavit states that Nanyah’s Exhibit 4 “is a true and correct

1 excerpt of the Eldorado Hills General Ledger,” which clearly and unmistakably states that the
2 Rogich Trust’s membership interest in Eldorado Hills was not transferred until January 1, 2013.”

3 Exhibit 4 does not state or otherwise show that the Rogich Trust’s membership interest
4 was not transferred until January 1, 2013. The most it shows is that it appears to be zeroed out.
5 There is no foundation for Exhibit 4 and the Exhibit is hereby objected to for that reason.
6 Foundation evidence would be informative with respect to the obvious annual adjustments as of
7 the end of 2012. What’s the basis for the \$3,679,901.90 that is zeroed out? It is not coincidence
8 that all shareholder interests were zeroed out. Apparently Eliades Trust’s accountants wanted to
9 clear the books at the end of 2012. Clearly, that annual adjustment, which appears to have zeroed
10 out all 2012 Eldorado matters and began 2013 with clear accounting records, does not state or
11 show that the Rogich Trust’s interest in Eldorado Hills was not transferred until January 1, 2013.

12 **CONCLUSION**

13 For the foregoing reasons, Nanyah’s Motion for Reconsideration should be denied.

14 **FENNEMORE CRAIG, P.C.**

15
16 By: 
17 Samuel S. Lionel, Esq. (NV Bar No. 1766)
18 Brenoch Wirthlin, Esq. (Bar No. 10282)
19 300 South Fourth Street, Suite 1400
20 Las Vegas, Nevada 89101
21 Telephone: (702) 692-8000
22 Facsimile: (702) 692-8099
23 E-mail: slionel@fclaw.com

24 *Attorneys for Sigmund Rogich, Individually and*
25 *as Trustee of the Rogich Family Irrevocable*
26 *Trust and Imitations, LLC*
27
28

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 OPPOSITION TO MOTION TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT** 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 14th day of June, 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)


An employee of Fennemore Craig, P.C.

EXHIBIT A

Steven D. Grier

ORDER

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FORNEMORE CRAIG

JAS VRIJAS

13882013

1 The Motion for Summary Judgment by Defendant Sigmund Rogich, individually and as
2 Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC ("Rogich Defendants"),
3 joined by Peter Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08,
4 Eldorado Hills, LLC, and Teld, LLC ("Eliades Defendants") having come on regularly to be
5 heard on April 18, 2018, Samuel S. Lionel of Fennemore Craig, P.C. representing The Rogich
6 Defendants and Joseph A. Liebman of Bailey Kennedy representing the Eliades Defendants and
7 the Court having hearing argument and good cause appearing, does hereby set forth the
8 undisputed material facts and the Court's legal determinations.

9 **RELEVANT FACTS**

10 1. Plaintiff's Complaint against the Rogich Defendants and the Eliades Defendants
11 was filed on November 4, 2016.

12 2. The alleged transfer of the Eldorado Membership interest from the Rogich Trust to
13 the Eliades Trust occurred no later than September 2012.

14 3. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
15 Trust against the Rogich Defendants and the Eliades Defendants accrued no later than September
16 2012.

17 4. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
18 Trust were filed more than four years after they accrued.

19 **LEGAL DETERMINATION**

20 1. Plaintiff's Fifth and Seventh Claims for Fraudulent Transfer and Constructive
21 Trust were filed more than 4 years after the alleged membership interest transfer.

22 2. NRS 112.230(1) provides that a claim for fraudulent transfer is extinguished if not
23 brought within four years after the date of the transfer.

24 ~~3. The membership interest transfer is not a transfer that is permitted to be perfected~~
25 ~~and therefore, NRS 112.200(1)(b)'s and NRS 112.200(2)'s provisions do not apply.~~ *At for NLA*

26 3. The Rogich Defendants and the Eliades Defendants are awarded Partial Summary
27 Judgment dismissing the Fifth and Seventh Claims, with prejudice.

28 4. Plaintiff's Fourth Claim for Intentional Interference with Contract has been

1 withdrawn by Plaintiff and should be dismissed.

2 5. The Motion of the Rogich Defendants' for Summary Judgment and the Joinder of
3 the Eliades Defendants in said Motion for Summary Judgment with respect to Plaintiffs' First,
4 Second, Third, Sixth, Eighth and Ninth Claims is denied.

5 Dated this 17 day of May, 2018.

6
7 Nancy L. AEF
8 DISTRICT COURT JUDGE
9 AE

9 Respectfully submitted by:

10 SIMONS LAW PC

11 BY: Mark Simons

12 Mark/Simons, Esq., Nevada Bar No. 5132
13 6490 South McCarran Blvd., #20
14 Reno, Nevada 89509
mark@mgsimonslaw.com
Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This _____ day of _____, 2018

17 FENNEMORE CRAIG, P.C.

18 Samuel S. Lionel, Esq. NV Bar No. 1766
19 Brenoch Wirthlin, Esq. NV Bar No. 10282
20 300 S. Fourth Street, Suite 1400
21 Las Vegas, NV 89101
Tel: 702-692-8000
Fax: 702-692-8099

22 Attorneys for Sigmund Rogich, Individually and as Trustee of
23 The Rogich Family Irrevocable Trust and Imitations, LLC

24
25 ///

26
27
28 FENNEMORE CRAIG

LAS VEGAS

1 BAILEY KENNEDY

2
3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
5 Dennis Kennedy, Esq., Nevada Bar No. 1462
6 8984 Spanish Ridge Avenue
7 Las Vegas, NV 89148
8 DKennedy@BaileyKennedy.com
9 JLiebman@BaileyKennedy.com
10 *Attorneys for Defendants Pete Eliades, individually, and as*
11 *Trustee of The Eliades Survivor Trust of 10/30/08*
12 *Teld, LLC and Eldorado Hills, LLC*
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BRINIMORI CRAIG

LAS VEGAS

EXHIBIT B

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 * * * * *
4 CARLOS A. HUERTA, an individual;
5 CARLOS A. HUERTA as Trustee of
6 THE ALEXANDER CHRISTOPHER TRUST,
7 a Trust established in Nevada as
8 assignee of interest of GO
9 GLOBAL, INC., a Nevada
10 corporation; NANYAH VEGAS, LLC, a
11 Nevada limited liability company,
12
13 Plaintiffs,
14 vs. Case No. A-13-686303-C
15 Dept. No. XXVII
16
17 SIG ROGICH aka SIGMUND ROGICH as
18 Trustee of The Rogich Family
19 Irrevocable Trust; ELDORADO
20 HILLS, LLC; et al.,
21
22 Defendants.
23
24 AND ALL RELATED MATTERS
25
26
27 DEPOSITION OF
28 SIGMUND ROGICH
29 Las Vegas, Nevada
30
31 May 24, 2018
32
33 9:57 a.m.
34
35
36
37 Reported by: Heidi K. Konsten, RPR, CCR
38 Nevada CCR No. 845 - NCRA RPR No. 816435
39
40 JOB NO. 470878
41
42
43
44
45

1 LAS VEGAS, NEVADA

2 Thursday, May 24, 2018

3 9:57 a.m.

4 DEPOSITION OF SIGMUND ROGICH

5 * * * * *

6 (The court reporter was relieved of her
7 duties under NRCP 30(b)4.)

8

9 SIGMUND ROGICH,
10 having been first duly sworn, was examined and
11 testified as follows:

12

13 EXAMINATION

14 BY MR. SIMONS:

15 Q Can you state and spell your name for
16 the record, please.

17 A Sig, S-I-G, Rogich, R-O-G-I-C-H.

18 Q What's the Rogich Family Irrevocable
19 Trust?

20 A It's a family -- just what it says.

21 Q It's your family trust?

22 A Yes.

23 Q And you're the trustee of that trust?

24 A Yes.

25 Q How long have you been the trustee of

1 "However, the allegation of the transfer was
2 performed with actual intent or malice" is not
3 true. Defrauding Nanyah is not true. You skipped
4 over that and went right to the third line, that
5 as trustee of the Rogich Trust, I made the
6 transfer. Just so you -- just so that is a matter
7 of the record here.

8 Q Okay. Now, on Exhibit 5, go to 2358.

9 A Back to Exhibit 5?

10 Q Yes.

11 A Go to what?

12 Q 2358.

13 A Okay.

14 Q Now, this is the Eldorado Hills general
15 ledger?

16 A Yes.

17 Q Okay. Do you see under Capital, Rogich
18 2004 Family Irrevocable Trust? Do you see that
19 category?

20 A Where is that?

21 Q Right in the middle.

22 A Okay.

23 Q Do you see that?

24 A Yes.

25 Q Do you see as of December 31st, 2012,

1 your interest in Eldorado Hills, LLC, is still
2 being shown as being an investment of \$3,679,901?

3 A I see that.

4 Q And do you see it as not until January
5 1st, 2003 -- 2013, that your interest in Eldorado
6 Hills, LLC, is zeroed out?

7 A Okay.

8 Q Do you know why your interest in the
9 Eldorado Hills, LLC, does not take place --
10 zeroing out your interest does not take place
11 until January 1st, 2013?

12 A I have no idea.

13 Q But that's what Eldorado Hills' general
14 ledger demonstrates; right?

15 A I have never seen this before.

16 Q Okay. Well, it doesn't matter whether
17 you have seen it or not.

18 You understand how to read a general
19 ledger?

20 A I have never seen this.

21 Q You understand how to read a general
22 ledger?

23 A I know how to read a general ledger.

24 Q So this general ledger for Eldorado
25 Hills states that your interest in Eldorado Hills

1 was not zeroed out until January 1st, 2013; right?

2 A I don't -- I don't even know who
3 prepared this general ledger.

4 Q It doesn't matter. That's what this
5 document says, doesn't it?

6 A It might not be a general ledger. It
7 might be something that -- I don't know who
8 produced it or what. I have never seen it.

9 Q I'll tell you who produced it. You
10 produced it.

11 A Okay. Good.

12 Q This is the general ledger for Eldorado
13 Hills, LLC.

14 A All right.

15 Q And you're familiar with reading a
16 general ledger?

17 A Yes.

18 Q And this general ledger for Eldorado
19 Hills that you produced states that your interest
20 in Eldorado Hills, LLC, was not zeroed out until
21 January 1st, 2013; right?

22 A That's what it says.

23 Q Okay. Now, going back to your
24 affidavit --

25 MR. LIEBMAN: I'm going to put a

CERTIFICATE OF COURT REPORTER

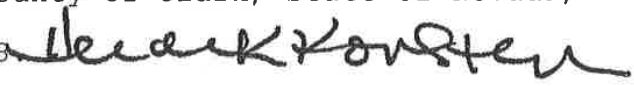
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

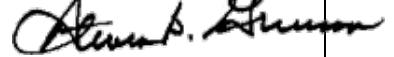
I, Heidi K. Konsten, Certified Court Reporter
licensed by the State of Nevada, do hereby certify
that I reported the deposition of SIGMUND ROGICH,
commencing on May 24, 2018, at 9:57 a.m.

Prior to being deposed, the witness was duly
sworn by me to testify to the truth. I thereafter
transcribed my said stenographic notes via
computer-aided transcription into written form,
and that the transcript is a complete, true and
accurate transcription and that a request was made
for a review of the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or
any party involved in the proceeding, nor a person
financially interested in the proceeding, nor do I
have any other relationship that may reasonably
cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada,
this May 6, 2018.


Heidi K. Konsten, RPR, CCR No. 845



JMOT (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

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 JOINDER TO
DEFENDANTS SIGMUND ROGICH,
INDIVIDUALLY AND AS TRUSTEE OF
THE ROGICH FAMILY
IRREVOCABLE TRUST AND
IMITATIONS, LLC'S MOTION FOR
RECONSIDERATION**

Hearing Date: 7-10-18

Hearing Time: IN CHAMBERS

CONSOLIDATED WITH:

Case No. A-16-746239-C

Pursuant to EDCR 2.20(d), Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC hereby join in Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, and Imitations, LLC's Motion for Reconsideration, filed on June 5, 2018, regarding the Court's Order filed May 22, 2018, denying Defendants' Motion for Summary Judgment with respect to Plaintiff's First, Second, Third, Sixth, Eighth and Ninth Claims.

DATED this 14th day of June, 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 14th day of June, 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 JOINDER TO DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S MOTION FOR RECONSIDERATION** 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.
SIMONS LAW, PC
6490 So. McCarran Blvd., #20
Reno, NV 89509

Email: mark@mgsimonslaw.com

Attorneys for Plaintiff
NANYAH VEGAS, LLC

SAMUEL S. LIONEL, ESQ.
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

Email: slionel@fclaw.com

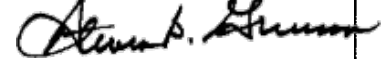
Attorneys for Defendant
SIG ROGICH aka SIGMUND
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

CHARLES E. ("CJ") BARNABI JR.
**COHEN JOHNSON PARKER
EDWARDS**
375 E. Warm Springs Road, Suite 104
Las Vegas, NV 89119

Email: cj@cohenjohnson.com

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



OPPC

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #C-20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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 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

**OPPOSITION TO ELIADES
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT AND
COUNTERMOTION FOR
SUMMARY JUDGMENT**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

10
11
12

13

- 14
15
16
17
18
19

22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	BASIS OF NANYAH'S CLAIMS.	5
II.	UNDISPUTED FACTS MANDATING SUMMARY JUDGMENT IN NANYAH'S FAVOR AND DENIAL OF THE ELIADES DEFENDANTS' MOTION.	5
A.	NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.	6
B.	ROGICH AND THE ROGICH TRUST ADMIT AND CONFIRM NANYAH'S \$1.5 MILLION INVESTMENT INTO ELDORADO.	10
1.	THE OCTOBER 30, 2008, PURCHASE AGREEMENT.	10
2.	THE OCTOBER 30, 2008, MEMBERSHIP INTEREST PURCHASE AGREEMENTS.	11
3.	THE OCTOBER 30, 2008, ELDORADO AMENDED AND RESTATED OPERATING AGREEMENT EXPRESSLY CONFIRMS NANYAH'S \$1.5 MILLION INVESTMENT INTO ELDORADO.	12
4.	ROGICH TRUST'S JANUARY 1, 2012, ASSIGNMENT OF INTEREST IN ELDORADO.	13
C.	IT IS UNDISPUTED THAT THE DEFENDANTS NEVER INFORMED NANYAH OF THEIR SECRET PLAN TO NOT REPAY NANYAH ITS \$1.5 MILLION INVESTMENT.	15
D.	PETER ELIADES DEPOSITION.	16
E.	DOLORES ELIADES DEPOSITION.	17
III.	THE ELIADES DEFENDANTS' MOTION FOR SUMMARY JUDGMENT MUST BE DENIED.	19
A.	THE ELIADES DEFENDANTS OWE CONTRACTUAL OBLIGATIONS TO NANYAH.	19
B.	THE ELIADES DEFENDANTS OWE FIDUCIARY OBLIGATIONS, AND, THEREFORE, THERE IS A SPECIAL RELATIONSHIP TO NANYAH.	21
C.	NANYAH'S CONSPIRACY CLAIM IS VALID.	28

1	D.	NANYAH'S DAMAGES ARE UNDISPUTED AND ADMITTED.	30
2	IV.	NANYAH'S COUNTERMOTION FOR SUMMARY JUDGMENT MUST	
3		BE GRANTED.	34
4	A.	NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.	34
5	B.	AS SUCCESSORS IN INTEREST, THE ELIADES DEFENDANTS	
6		ARE LIABLE FOR ALL OF THE CONTRACTUAL OBLIGATIONS	
7		OWED TO NANYAH INCLUDING REPAYMENT OF NANYAH'S	
8		\$1.5 MILLION INVESTMENT OR THE OBLIGATION TO	
9		TRANSFER A MEMBERSHIP INTEREST TO NANYAH	
10		REFLECTING ITS \$1.5 MILLION INVESTMENT.	37
11	C.	AS DIRECT CONTRACTING PARTIES, THE ELIADES	
12		DEFENDANTS ARE LIABLE FOR ALL OF THE CONTRACTUAL	
13		OBLIGATIONS WED TO NANYAH INCLUDING REPAYMENT OF	
14		NANYAH'S \$1.5 MILLION INVESTMENT OR THE OBLIGATION	
15		TO TRANSFER A MEMBERSHIP INTEREST.	39
16	V.	CONCLUSION.	39

1 **I. BASIS OF NANYAH'S CLAIMS.**

2 Nanyah invested \$1.5 million in Eldorado. All the defendants agreed Nanyah
3 was entitled to repayment of its \$1.5 million investment or that Nanyah would be issued
4 a membership interest reflecting its investment. The defendants all acknowledged and
5 admit in testimony, in Court documents and in all the various contracts the existence
6 of Nanyah's \$1.5 million investment into Eldorado and that Nanyah was owed the
7 repayment of the \$1.5 million or the issuance of a membership certificate.
8

9 Contrary to the Eliades Defendants' hyperbole, they are not named in this action
10 because they are allegedly deep pocket defendants. See Mot., p. 3:16. Instead they
11 are liable in this action due to both their contractual obligations and their participation in
12 conduct that was perpetrated to deprive Nanyah of its investment. The Eliades
13 Defendants motion makes the following arguments. First, that they have no contractual
14 obligations to Nanyah as an alleged third-party beneficiary of the various contracts.
15 Second, that there is no special relationship supporting the tort claim of breach of the
16 implied covenant of good faith and fair dealing. Third, that the civil conspiracy claim is
17 barred by the intra-corporate conspiracy doctrine. And finally, that Nanyah cannot
18 prove its damages. Each of these arguments are baseless and the motion must be
19 denied.
20
21

22 **II. UNDISPUTED FACTS MANDATING SUMMARY JUDGMENT IN NANYAH'S**
23 **FAVOR AND DENIAL OF THE ELIADES DEFENDANTS' MOTION.**

24 Subsequent to the Court's denial of Nanyah's prior motion for summary
25 judgment, the following depositions have occurred: Rogich, Rogich's chief financial
26 officer Melissa Olivas ("Olivas"), Peter Eliades and Dolores Eliades. Dolores Eliades
27 was the managing member of TELD during the relevant periods of time discussed
28

1 herein.

2 The foregoing depositions, in conjunction with Eldorado's business records,
3 conclusively demonstrate that Nanyah invested \$1.5 million into Eldorado; that Rogich
4 "confirmed" and represented that Nanyah was owed \$1.5 million for investing in
5 Eldorado; that Rogich would pay Eldorado \$1.5 million obligation owed to Nanyah or
6 would receive the transfer of a membership interest in Eldorado from Rogich equivalent
7 to the value of such investment.

8
9 When the evidence is undisputed, a trial on the issue is unwarranted and a party
10 is entitled to summary judgment as a matter of right. Nw. Motorcycle Ass'n v. U.S.
11 Dep't of Agric., 18 F.3d 1468, 1471 (9th Cir. 1994) ("The purpose of summary judgment
12 is to avoid unnecessary trials when there is no dispute as to the facts before the
13 court."). In the present case, there are no facts in dispute that prevent the entry of
14 summary judgment in Nanyah's favor.

15
16 **A. NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.**

17 1. Carlos Huerta ("Huerta") was the Managing Member of Eldorado during
18 the time period 2005 through October 31, 2008. See **Exhibit 1**, Eldorado Hill's Motion
19 for Partial Summary Judgment, p. 2, ¶8 ("Huerta was a manager of Eldorado from 2005
20 through October 31, 2008."). **This admission is binding upon this Court as a**
21 **judicial admission.** See St. Paul Mercury Ins. Co. v. Frontier Pacific Ins. Co., 111
22 Cal.App.4th 1234, 1248, 4 Cal.Rptr.3d 416, 428-429 (Cal. Ct. App. 2003), ("In summary
23 judgment or summary adjudication proceedings, '[a]dmissions of material facts made in
24 an opposing party's pleadings are binding on that party as 'judicial admissions.' **They**
25 **are conclusive concessions of the truth of those matters, are effectively removed**
26
27
28

1 as issues from the litigation, and may not be contradicted by the party whose
2 pleadings are used against him or her.” (emphasis added)).²

3 2. Eldorado’s original Operating Agreement (“Eldorado Operating
4 Agreement”) vested Huerta, as principal of Go Global, Inc., with Managing Member
5 responsibilities for Eldorado. **Exhibit 2**, Eldorado Operating Agreement, ¶5.3(a) and
6 Exh. A.³

7 3. The Eldorado Operating Agreement expressly provided that Huerta “**may**
8 **bind the Company in all matters. . . .**” Exh. 2, Exh. A (emphasis added).
9

10 4. Eldorado’s Managing Member Huerta also testified that he was vested
11 with the authority of being the Managing Member for Eldorado during the years 2006
12 through 2008. **Exhibit 4**, Huerta Deposition excerpts, p. 7:20-8:2.⁴

13 5. Eldorado’s Managing Member Huerta also testified he was responsible for
14 soliciting investors for Eldorado. Exh. 4, p.7:2-7.
15

16 6. Rogich admits that Huerta had the authority to solicit investors into
17 Eldorado. **Exhibit 5**, Sig Rogich Deposition excerpts, p. 28:6-21.⁵
18

19
20 ² Reyburn Lawn & Landscape Designers, Inc. v. Plaster Development Co., Inc., 255
21 P.3d 268, 276-277 (Nev. 2011) (“Judicial admissions are defined as deliberate, clear,
22 unequivocal statements by a party about a concrete fact within that party’s
23 knowledge.”); 32 C.J.S. Evidence § 628 (May 2010) (“Admissions in a pleading have
24 the effect of withdrawing a fact from issue and eliminating the necessity of proof relating
25 to the fact so admitted . . .”).

26 ³ See also Simons’ Aff. at ¶4. For clarification, as detailed herein there are three (3)
27 Eldorado operating agreements that are involved in this case: Eldorado’s original
28 Operating Agreement (Exhibit 2), the Amended and Restated Operating Agreement
(Exhibit 12) and the First Amendment to the Amended and Restated Operating
Agreement (Exhibit 18).

⁴ See also Simons’ Aff. at ¶5.

⁵ See also Simons’ Aff. at ¶6.

1 7. As Managing Member of Eldorado, Huerta had the authority to bind
2 Eldorado to repay Nanyah's investment. **Exhibit 6**, Melissa Olivas Deposition excerpts,
3 p. 105:11-13.⁶
4

5 8. Rogich has admitted and agreed that Huerta's responsibilities as
6 Managing Member of Eldorado was to "take care of everything" including the authority
7 to set up bank accounts, deposit and withdraw funds from the bank accounts and all
8 aspects of the accounting and investors for Eldorado. Exh. 5, Sig Rogich deposition
9 excerpts, p. 25:13-21; p. 43:9-24; p.79:3-6
10

11 9. Rogich also admits that Huerta had the responsibility to handle all the
12 financing for Eldorado. *Id.*, p. 75:15-18.

13 10. Eldorado's Managing Member Huerta admits that Nanyah invested \$1.5
14 million into Eldorado. See **Exhibit 7**, Declaration of Carlos Huerta, ¶8.

15 11. Nanyah's \$1.5 million investment was deposited into Eldorado's bank
16 account. **Exhibit 8**, Eldorado Bank Statement; see also Exh. 5, ¶9.⁷
17

18 12. Eldorado's internal business records confirm that Nanyah invested \$1.5
19 million into Eldorado. **Exhibit 9**, Eldorado Capital Account Detail; see also Exh. 3, ¶5.⁸

20 13. Eldorado's Managing Member Huerta testified regarding Nanyah's
21 investment of \$1.5 million into Eldorado as follows:
22

23 **a million and a half was sent from Mr. Harlap on behalf of his entity,**
24 **Nanyah Vegas, LLC, and Eldorado Hills, LLC, received that**

25 ⁶ See also Simons' Aff. at ¶7.

26 ⁷ See also Simons' Aff. at ¶8.

27 ⁸ See also Simons' Aff. at ¶9.

1 **\$1,500,000.**

2 Exh. 4, Huerta Deposition excerpts, p. 64:11-13 (emphasis added).

3 14. Eldorado's Managing Member Huerta testified Eldorado treated Nanyah's
4 \$1.5 million investment as a "capital contribution" into Eldorado as follows: **"It was a**
5 **capital contribution to Eldorado Hills, LLC."** Id. p. 51:25-52:1 (emphasis added).
6

7 15. Eldorado's Managing Member Huerta also testified that during the Buyout
8 he specifically discussed Nanyah's \$1.5 million investment with Rogich and Rogich
9 affirmed, promised and represented that he was going to repay Nanyah's investment
10 after buying Go Global's interest as follows:
11

12 Q. What was said about Nanyah Vegas specifically?

13 A. That he [Rogich] would pay them the amount that they invested.

14 Q. He [Rogich] said that about Nanyah?

15 A. Yes.

16 Q. Did he know about Nanyah before October 2008?

17 A. Yes.
18

19 Exh. 4, p. 33:1-10.

20 16. Eldorado's Managing Member Huerta also testified that he and Rogich
21 specifically discussed including Nanyah's \$1.5 million investment in the Purchase
22 Agreement and the Membership Interest Purchase Agreements to confirm Nanyah's
23 membership interest and to confirm Eldorado's obligation to Nanyah as an investor as
24 follows:
25

26 Q. ... I talked to Mr. Rogich specifically about all the investors.
27 They're not only mentioned in Exhibit 1 [to the Purchase
28 Agreement], they're also mentioned in the documents with TELD
 and Flangas and Eliades.

1 Id., p. 37:21-25.

2 17. Eldorado's Managing Member Huerta testified repeatedly that Nanyah
3 was included in the Purchase Agreement and the Membership Interest Purchase
4 Agreements with Rogich because Nanyah "was an integral party" as follows:
5

6 We discussed this agreement several times, reviewed different drafts,
7 discussed it. **Nanyah Vegas was an integral part of this agreement. I**
8 **wanted to make sure that all the investors showed up on the**
9 **agreement.**

10 Id., p.48:2-6 (emphasis added).

11 **B. ROGICH AND THE ROGICH TRUST ADMIT AND CONFIRM NANYAH'S**
12 **\$1.5 MILLION INVESTMENT INTO ELDORADO.**

13 **1. THE OCTOBER 30, 2008, PURCHASE AGREEMENT.**

14 18. On October 30, 2008, Go Global, Inc. ("Go Global") and the Rogich Trust
15 entered into a Purchase Agreement whereby the Rogich Trust agreed to acquire Go
16 Global's membership interest in Eldorado (the "Purchase Agreement). **Exhibit 10,**
17 **Purchase Agreement.**⁹

18 19. The Purchase Agreement's terms state that Go Global's interest in
19 Eldorado, which the Rogich Trust was acquiring, was subject to dilution based upon the
20 additional investment made by Nanyah into Eldorado. Exh. 10, Recitals, A.

21 20. The Rogich Trust agreed to be fully responsible as the new Managing
22 Member in Eldorado for repayment of Nanyah's \$1.5 million investment in Eldorado
23 and/or agreed it would issue membership interest to Nanyah out of the Rogich Trust's
24 interest. Id.

25 21. Rogich Trust agreed that if Nanyah's investment was converted into a
26

27
28 ⁹ See also Simons' Aff. at ¶10.

1 membership interest, as a member Nanyah would not be subject to any capital calls.

2 Id.

3 22. Rogich Trust also agreed that if Nanyah's investment was converted into a
4 membership interest in Eldorado, Nanyah's interest would be deducted from and paid
5 from the Rogich Trust's membership interest in Eldorado. Id.

7 23. Eldorado's Managing Member Huerta specifically represented and
8 warranted to Rogich and the Rogich Trust that Nanyah had invested \$1.5 million in
9 Eldorado, and Nanyah's investment was specifically identified in the Purchase
10 Agreement at Exhibit A. Id., ¶4.

11
12 **2. THE OCTOBER 30, 2008, MEMBERSHIP INTEREST PURCHASE AGREEMENTS.**

13 24. Concurrent with the purchase of Go Global's interest in Eldorado, the
14 Rogich Trust also entered into two (2) Membership Interest Purchase Agreements, one
15 with Teld and the other with the Albert Flangas Revocable Living Trust u/a/d July 22,
16 2005 ("Flangas Trust"). **Exhibit 11**,¹⁰ excerpts of the Teld Membership Interest
17 Purchase Agreement, pp. 1, 2, 4, 12, 19 and Exhibit D.

19 25. The Teld Membership Interest Purchase Agreement was executed by
20 Rogich individually and as Trustee of the Rogich Trust, Teld and Peter Eliades
21 individually. Exh. 11, p. 19.

23 26. In the Teld Membership Interest Purchase Agreement, Rogich and the
24 Rogich Trust admit and confirm that Nanyah invested \$1.5 million into Nanyah at
25 Exhibit D which clearly and unequivocally states the following:

27
28 ¹⁰ See also Simons' Aff. at ¶11.

1 **Seller [Rogich and the Rogich Trust] confirms that certain amounts**
2 **have been advanced to or on behalf of the Company [Eldorado] by**
3 **certain third-parties [including Nanyah], as referenced in Section 8 of**
4 **the Agreement.**

5 ...
6 **3. Nanyah Vegas, LLC ... \$1,500,000**

7 Exh. 11, at Exh. D.

8 27. Rogich testified that he represented and affirmed that in Exhibit D of the
9 Teld Membership Interest Agreement that Nanyah had invested \$1.5 million into
10 Eldorado. Exh. 5, p. 142:3-10 (emphasis added).

11 28. In addition to the clear and unequivocal language that "confirms"
12 Nanyah's investment of \$1.5 million into Eldorado contained in Exhibit D, Section 8(c)
13 of the Teld Membership Interest Purchase Agreement also clearly identify Nanyah's
14 \$1.5 million investment and state the following:

15 Seller [Rogich and the Rogich Trust] shall defend, indemnify and
16 Hold Buyer harmless from any and all the claims of ... Nanyah ... **each**
17 **of whom invested or otherwise advanced ... funds**

18 **(i) It is the current intention of Seller [Rogich and the**
19 **Rogich Trust] that such amounts be confirmed or**
20 **converted to debt**

21 Exh. 11, p. 12, Section 8(c) (emphasis added).

22 29. Rogich again testified that he represented and affirmed that Nanyah had
23 invested \$1.5 million into Eldorado under Section 8(c) when he executed the Teld
24 Membership Interest Purchase Agreement. Exh. 5, p. 143:12-144:1.

25 **3. THE OCTOBER 30, 2008, ELDORADO AMENDED AND**
26 **RESTATED OPERATING AGREEMENT EXPRESSLY**
27 **CONFIRMS NANYAH'S \$1.5 MILLION INVESTMENT INTO**
28 **ELDORADO.**

29 30. Concurrently with the Rogich Trust's purchase of Huerta/Go Global's

1 interest in Eldorado, and its resale of a portion of that interest to Teld, all these parties
2 entered into an Amended and Restated Operating Agreement of Eldorado Hills, LLC
3 ("Amended Operating Agreement"). **Exhibit 12**, Amended Operating Agreement.¹¹
4

5 31. The Eldorado Amended Operating Agreement specifically incorporated
6 Exhibit D from the Membership Interest Purchase Agreements signed by Teld. Exh. 12,
7 p. 1, Recital A.

8 32. As a matter of law, Eldorado, Rogich, the Rogich Trust, Peter Eliades,
9 Teld and the Eliades Trust are conclusively bound by Eldorado's Amended Operating
10 Agreement's confirmation of Nanyah's \$1.5 million investment and that Nanyah was
11 deprived of a membership interest in Eldorado. See NRS 47.240(2).
12

13 33. Because Nanyah's \$1.5 million investment into Eldorado is recited in the
14 Purchase Agreement, the Teld Membership Interest Purchase Agreement and in
15 Eldorado's Amended Operating Agreement, Nanyah is entitled to a membership
16 interest and/or full repayment of its investment, as this fact is conclusively established
17 and must be treated as true and uncontestable by this Court. Harpaz v. Laidlaw
18 Transit, Inc., 942 A.2d 396, 412 (2008) ("the conclusive presumption . . . attaches and
19 the employer is barred from contesting . . ."); Kusior v. Silver, 54 Cal. 2d 603, 619,
20 354 P.2d 657, 668 (1960) ("A conclusive presumption is in actuality a substantive rule
21 of law.").

22
23 **4. ROGICH TRUST'S JANUARY 1, 2012, ASSIGNMENT OF**
24 **INTEREST IN ELDORADO.**

25 34. Rather than honor their contractual and fiduciary obligations to Nanyah to
26

27
28 ¹¹ See also Simons' Aff. at ¶12.

1 repay Nanyah its \$1.5 million investment or document its membership interest in
2 Eldorado, the defendants secretly conspired for Rogich and the Rogich Trust to transfer
3 its interest in Eldorado to the Eliades Trust allegedly in late 2012, pursuant to a
4 Membership Interest Assignment Agreement ("Secret Membership Assignment").¹²

5 **Exhibit 14**, Secret Membership Assignment.¹³

6
7 35. Based upon the terms of the original Purchase Agreement, Rogich and
8 the Rogich Trust agreed that any assignees of its purchase of Huerta/Go Global's
9 membership interest (which membership interest was subject dilution for Nanyah's
10 interest) would remain subject to and be bound by the terms of the Purchase
11 Agreement as follows:

12
13 Binding Effect. This Agreement shall be binding on. . . successors and
14 permitted assigns of the parties hereto.

15 Exh. 10, ¶7(j).

16 36. In addition, the Teld Membership Purchase Agreement, also states that
17 the terms of the agreement are binding on all successors as follows:

18 Binding Effect. This Agreement shall be binding on. . . successors and
19 permitted assigns of the parties hereto.

20 Exh. 11, ¶9(j).

21 ///

22 ///

23 ///

24
25 ¹² Concurrent documents demonstrate that this alleged transfer occurred in August,
26 2012 and that the Secret Membership Assignment was backdated to January 1, 2012.
27 See e.g., **Exhibit 13**. See also Simons' Aff. at ¶13.

28 ¹³ See also Simons' Aff. at ¶14.

1 **C. IT IS UNDISPUTED THAT THE DEFENDANTS NEVER INFORMED**
2 **NANYAH OF THEIR SECRET PLAN TO NOT REPAY NANYAH ITS \$1.5**
3 **MILLION INVESTMENT.**

4 37. This Court must accept as a stipulated fact that the defendants never
5 informed Nanyah of the Secret Membership Assignment or the defendants' secret
6 transfer of the Rogich Trust's membership interest in Eldorado to the Eliades Trust.
7 This is because Nanyah's Complaint in the consolidated action A-16-746239-C asserts
8 the following facts:

9 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades
10 Trust never informed Nanyah of the Eliades Trust Acquisition
11 and/or the Eldorado Resolution.

12 Nanyah's Complaint, ¶82. Defendants admit that they never informed Nanyah of the
13 Secret Membership Agreement or that the Rogich Trust allegedly transferred its interest
14 in Eldorado to Teld. Defendants' First Amended Answer, ¶82. Defendants are
15 conclusively barred from attempting to alter, contest or change this stipulated fact.¹⁴

16 38. Up until December 2012, Nanyah had always been informed by Eldorado
17 that its investment would be documented by a membership interest or repaid. **Exhibit**
18 **15**, Harlap Deposition, p.18:10-16.¹⁵

19 39. It was not until sometime in December 2012, that Nanyah was advised
20 that Rogich and the Rogich Trust had secretly agreed to transfer its interest in Eldorado
21 to the Eliades Trust without issuing Nanyah any interest in Eldorado and without
22 repaying Nanyah its \$1.5 million. See **Exhibit 16**, Declaration of Yoav Harlap, ¶2.

23
24
25
26 ¹⁴ See e.g., Nevada Pattern Jury Instruction 2.06 ("If counsel for the parties have
27 stipulated to any fact, you will regard that fact as being conclusively proved.").

28 ¹⁵ See also Simons' Aff. at ¶15.

1 Based upon the receipt of this information, Nanyah believed such action was a
2 repudiation of the defendants' obligations to it to repay its \$1.5 million investment
3 and/or to transfer to it a membership interest in Eldorado. Id., ¶13.

4
5 **D. PETER ELIADES DEPOSITION.**

6 40. Peter Eliades testified that he knew and understood that pursuant to the
7 terms of the Original Purchase Agreement and the Membership Interest Purchase
8 Agreement between Peter Eliades, Teld, LLC, and the Rogich Family Irrevocable Trust,
9 that the membership interest Rogich was acquiring from Go Global **was subject to the**
10 **contractual duties owed by Eldorado and Rogich to Nanyah to repay the \$1.5**
11 **million investment and/or to issue a corresponding membership interest to**
12 **Nanyah.** Specifically, Peter Eliades testified that he was aware of the contractual
13 obligation owed to Nanyah because "[t]hat's the way it was." **Exhibit 16**, Peter Eliades
14 Deposition excerpt, p. 21:20-22:5.¹⁶

15
16 41. Peter Eliades also testified that the Rogich Trust's original acquisition of
17 the Go Global membership interest—which Nanyah had a claim in—was binding on him
18 and Teld as follows:

19
20 Q. Did you understand that when you acquired some of the Rogich
21 Trust interests that it held in Eldorado Hills, that it was still subject
22 to the terms and conditions of this original purchase agreement?

23 A Yes.

24 Id., pp. 29:24-30:4 (emphasis added).

25 42. Peter Eliades also testified that under the terms of his agreements with
26 Rogich and the Rogich Trust, Rogich always admitted Rogich was liable to repay

27
28 ¹⁶ See also Simons' Aff. at ¶16.

1 Nanyah its \$1.5 million investment as follows:

2 Q Who was going to be responsible, under
3 your understanding of the deal, for the Nanyah
4 Vegas, LLC, claim?

5 A Well, [Rogich] represented to me that it was
6 always Mr. Rogich that would be responsible for --
7 for that.

8 Id., pp., 40:22-41:2 (emphasis added).

9 43. Peter Eliades testified that under the terms of his agreements with Rogich
10 and the Rogich Trust, that Rogich would comply with the terms of the agreements and
11 repay Nanyah its investment as follows:

12 Q Okay. So as I understand it, you
13 understood that Mr. Rogich would always comply
14 with the terms of the agreement and take care of
15 these individuals or investors?

16 A 100 percent.

17 Id., p., 42:10-14.

18 **E. DOLORES ELIADES DEPOSITION.**

19 44. Dolores Eliades, was the Managing Member of Teld during 2008.

20 **Exhibit 21**, Dolores Eliades Deposition excerpts, p. 17:19-22 ("You are identified as a
21 managing member. Is that what you understood your position was in Teld at the time?

22 A. Yes.").¹⁷

23 45. Dolores Eliades testified that Rogich and the Rogich trust promised and
24 represented to her and Teld, that Rogich would repay Nanyah its \$1.5 million
25 investment into Eldorado as follows:

26
27
28 ¹⁷ See also Simons' Aff. at ¶20.

1 Q. Was there ever a time where Sig Rogich said,
2 "I'm not going to pay Nanyah Vegas, LLC the monies that
3 are owed to it"?

4 MR. LIONEL: I'm going to object to that. No
5 foundation. You are leading the witness. You are
6 asking her to speculate.

7 BY MR. SIMONS:
8 Go ahead.

9 A. **He had always said he was going to pay.**

10 Exh. 21, pp. 30:22-31:5 (emphasis added).

11 46. Dolores Eliades, the Managing Member of Teld, testified that Rogich and
12 the Rogich Trust were obligated to repay Nanyah's investment into Eldorado on behalf
13 of Eldorado as follows:

14 Q. What did you understand was the agreement by
15 the Rogich Trust with regards to the obligation called
16 out here for Nanyah Vegas, LLC?

17 A. They were

18 MR. LIONEL: Objection. Objection. The
19 writing speaks for itself.

20 BY MR. SIMONS:

21 Q. Okay.

22 A. That they were going to take care of the
23 debt.

24 Q. Okay. What do you mean by "take care of the
25 debt"?

26 A. **They were supposed to pay it.**

27 Q. **Okay. They would be Sig Rogich was supposed
28 to pay this debt?**

MR. LIONEL: Objection. Leading the witness.
You are testifying, Counsel.

THE WITNESS: **Sig Rogich or his entity.**

1 Id., pp. 24:14-25:7 (emphasis added).

2 **III. THE ELIADES DEFENDANTS' MOTION FOR SUMMARY JUDGMENT MUST**
3 **BE DENIED.**

4 **A. THE ELIADES DEFENDANTS OWE CONTRACTUAL**
5 **OBLIGATIONS TO NANYAH.**

6 The Eliades Defendants' motion for summary judgment argues that the Eliades
7 Defendants do not have any contractual obligations to Nanyah. Mot., pp. 10-11.
8 However, the contention is baseless in that the Eliades Defendants clearly ignore the
9 terms of the original Purchase Agreement, the Teld Membership Purchase Agreement
10 and Eldorado's Amended Operating Agreement, all contracts the Eliades Defendants
11 are parties to and all contracts that subject them to direct contractual claims by Nanyah
12 relating to Nanyah's \$1.5 million investment.
13

14 Initially, the Purchase Agreement states that the terms of the agreement are
15 binding on all of the Rogich Trust's successors and assignees. Exh. 10, ¶7(j) ("Binding
16 Effect. This Agreement shall be binding on. . . successors and permitted assigns of
17 the parties hereto."). Peter Eliades also admits that when he and Teld signed the Teld
18 Membership Interest Purchase Agreement acquiring the Rogich Trust's membership
19 interest in Eldorado, they took such membership interest subject to and liable for
20 repayment of Nanyah's \$1.5 million investment or transfer of a membership interest to it
21 as documented in the original Purchase Agreement as follows:
22

23 **Q. Did you understand that when you acquired some of the Rogich**
24 **Trust interests that it held in Eldorado Hills, that it was still subject**
25 **to the terms and conditions of this original purchase agreement?**

26 **A Yes.**

27 Id., pp. 29:24-30:4 (emphasis added). This admission is binding and dispositive of the
28

1 Eliades Defendants' arguments since this is a clear admission of liability.

2 Accordingly, as Peter Eliades admits, when Peter Eliades, Teld and the Eliades
3 Trust entered into the various contracts acquiring the Rogich Trust's membership
4 interest in Eldorado, under the terms of the Purchase Agreement and the Teld
5 Membership Purchase Agreement, these defendants took such membership interest
6 subject to and liable for the contractual obligation to repay Nanyah's its \$1.5 million
7 investment or transfer a corresponding membership interest to it.
8

9 The law is clear that Peter Eliades, Teld and the Eliades Trust, as successors to
10 the assignment of Go Global's membership interest via Rogich's acquisition, are each
11 in contractual privity with Nanyah as an express third-party beneficiary of those
12 contracts. See Mason v. Telefunken Semiconductors Am., LLC, 797 F.3d 33, 40 (1st
13 Cir. 2015) ("a successor in interest to a contract . . . is bound by the meaning assigned
14 to its terms by the original parties. . . ."); In re Parrott Broad. Ltd. P'ship, 492 B.R. 35, 42
15 (Bankr. D. Idaho 2013) ("An assignee who covenants with the lessee to perform all the
16 obligations in the original lease is liable to the lessee on privity of contract." (citation
17 omitted)); Chicago Title & Tr. Co. v. GTE Directories Corp., 1995 WL 584419, at *2
18 (N.D. Ill. 1995) ("When an assignee assumes the obligations of the original lease, privity
19 of contract is established. The assignee becomes liable under the lease itself").
20
21

22 In addition, Eldorado Hill's Amended Operating Agreement confirms and admits
23 Nanyah's \$1.5 million investment and that Nanyah was entitled to a membership
24 interest commensurate with its investment and/or Eldorado was obligated to repay the
25 \$1.5 million investment. First, the Eldorado Amended Operating Agreement specifically
26 incorporated Exhibit D from the Membership Interest Purchase Agreements signed by
27
28

1 Rogich, the Robich Trust, Peter Eliades and Teld--which exhibit expressly confirms
2 Nanyah invested \$1.5 million into Eldorado --and was entitled to repayment of its
3 investment or the issuance of its membership interest as part and parcel of the
4 Eldorado Amended Operating Agreement. Exh. 12, p. 1, Recital A. Again, Exhibit D
5 from the Membership Interest Purchase Agreements contained all the parties' express
6 admissions and confirmations that Nanyah invested \$1.5 million into Eldorado and that
7 Nanyah would be issued a membership interest from Rogich and/or repaid its \$1.5
8 million investment.
9

10 Moreover, the Eldorado's Amended Operating Agreement specifically details that
11 the Rogich Trust's interest in Eldorado was subject to Nanyah's contractual claims for
12 repayment and/or a portion of the membership interest. Exh. 12, p. 1, Recital B.
13

14 Based upon the foregoing, there are clear contractual obligations owed by the
15 Eliades Defendants, and each of them, to Nanyah as successors in interest under the
16 Purchase Agreement, the Teld Membership Interest Purchase Agreement and/or under
17 Eldorad's Amended Operating Agreement's contractual terms and conditions.
18 Consequently, the motion must be denied as the Eliades Defendants' motion is without
19 merit as they do in fact owe contractual duties to Nanyah.
20

21 **B. THE ELIADES DEFENDANTS OWE FIDUCIARY**
22 **OBLIGATIONS, AND, THEREFORE, THERE IS A SPECIAL**
23 **RELATIONSHIP TO NANYAH.**

24 The Eliades Defendants' arguments on this issue merely regurgitate the prior
25 argument presented in the defendants' prior motion for summary judgment which the
26 Court previously denied. The Court previously denied the Eliades Defendants' motion
27 for summary judgment on this issue finding that the arguments had no merit. Based
28

1 upon the Court's previous ruling, this Court must again deny the Eliades Defendants'
2 motion for summary judgment on the claim for tortious breach of the implied covenant
3 of good faith and fair dealing since no new evidence or law is presented.
4

5 In an abundance of caution, Nanyah will again rebut the Eliades Defendants'
6 contention and demonstrate again why summary judgment cannot be entered on this
7 claim. Initially, the existence and/or non-existence of a special relationship is a
8 question of fact and not appropriate for resolution on summary judgment. Mackintosh
9 v. California Federal Sav. & Loan Assoc., 113 Nev. 393, 935 P.2d 1154, 1159 (1997)
10 ("[T]he existence of the special relationship is a factual question . . ."). Accordingly,
11 because the issue of a special relationship is a question of fact, the Eliades
12 Defendants' motion must be denied.
13

14 There are extensive facts demonstrating the special relationship and/or fiduciary
15 relationship between the Eliades Defendants and Nanyah. The Eliades Defendants,
16 and each of them, were all signatories to the various agreements identified above. In
17 addition, the Eliades Defendants were all managers and/or members in Eldorado, and
18 agreed that Nanyah was entitled to repayment of its \$1.5 million investment and/or the
19 issuance of a membership interest from the Rogich Trust's interest. In this situation,
20 Nanyah reposed a special element of reliance on defendants to honor Nanyah's
21 Investment into Eldorado, and to advise it about all material aspects of its investment.
22 In such a situation, a special relationship is established. Abu Dhabi Commercial Bank
23 v. Morgan Stanley & Co. Inc., 910 F. Supp. 2d 543, 547 (S.D.N.Y. 2012) (relationship of
24 investor created special relationship to disclose information); Boyer v. Salomon Smith
25 Barney, 188 P.3d 233, 238 (Or. 2008) (duty to provide information to investor
26
27
28

1 establishes the "special relationship"). At a minimum, the existence of a special
2 relationship is a question of fact not appropriate for resolution on summary judgment.
3 Mackintosh v. California Federal Sav. & Loan Assoc., 113 Nev. 393, 935 P.2d 1154,
4 1159 (1997) ("[T]he existence of the special relationship is a factual question . . .").

5
6 In addition, Rogich testified that all the defendants, and each of them, owed
7 fiduciary duties to Nanyah relating to its investment into Eldorado as follows:

8 Q Are you familiar with the -- what are
9 called fiduciary duties?

10 A Yes.

11 Q **What is your understanding of a
12 fiduciary duty?**

13 . . .

To handle the company with integrity.

14 Q Any duties with regard to communication?

15 A As needed.

16 Q Communicate with who?

17 A The owners, partners, investors.

18 Q So what's the responsibility or the duty
19 that you believe exists with regards to investors,
20 partners, or owners in a venture?

21 A **To communicate with them.**

22 . . .

23 Q **To advise the owners, partners, or
24 investors of financial activities relating to the
25 company?**

26 A Yes.

27 Q **Communicate with the owners, partners,
28 investors with regard to events that may impact**

1 **their ownership or investment?**

2 A **Yes.**

3 **Exh. 5**, Rogich Deposition excerpt, p. 175:1-176:3. Ignoring his clear fiduciary duty as
4 a manager and member of Eldorado, Rogich testified that he did not once communicate
5 with Nanyah regarding Nanyah's investment into Eldorado as follows:
6

7 Q All right. What steps did you take to
8 work with Nanyah Vegas, LLC, to resolve its
investment in Eldorado Hills?

9 A None.

10 Id., p. 125:10-13.

11 As established in the Undisputed Statement of Facts, all the defendants admit
12 they never once communicating with Nanyah regarding the repayment of Nanyah's \$1.5
13 million investment even though Nanyah was owed fiduciary duties. Further, Rogich
14 affirmed the Eliades Defendants' answer in that they never once communicated with
15 Nanyah regarding its investment even though Nanyah was owed fiduciary duties as an
16 investor in Eldorado. Exh. 5, Rogich Excerpts, p. 170:20-23 ("Q Okay. So when you
17 filed your answer in this case and you said you never communicated with Nanyah, that
18 was a true statement; right? A Yes.").

19 In breach of their fiduciary duties, the defendants intentionally and willfully
20 concealed critical facts from Nanyah for the purpose of avoiding the obligations to
21 Nanyah. That activity is a clear breach of defendants' fiduciary duties owed to Nanyah.
22 Powers v. United Servs. Auto. Ass'n, 114 Nev. 690, 701, 962 P.2d 596, 603 (1998)
23 ("concealing facts to gain an advantage" . . . is a breach of this kind of fiduciary
24 responsibility), opinion modified on denial of reh'g, 115 Nev. 38, 979 P.2d 1286 (1999)).
25
26
27
28

1 Furthermore, in Nevada as with all other states, a limited liability company is a
2 creature of statute. Weddell v. H2O, Inc., 271 P.3d 743, 749 (Nev. 2012). NRS
3 86.286(7) provides that a limited liability operating agreement can agree to have the
4 members not be liable for breach of fiduciary duties owing to each other. Id. ("An
5 operating agreement may provide for the limitation or elimination of any and all liabilities
6 for breach of contract and breach of duties, if any, of a member, manager or other
7 person to a limited-liability company, to any of the members or managers, or to another
8 person that is a party to or is otherwise bound by the operating agreement.").

9
10 Nevada statutory and case law, however, has not yet expressly defined the
11 nature of the duties among members and managers. However, as demonstrated in
12 NRS 86.286(7) the law is not silent because the statute expressly allows members and
13 managers of a limited liability company to expressly negate liability for their breach of
14 fiduciary duties. In this regard, in 2009 the Nevada Legislature specifically amended
15 the limited liability company statute to allow members of a limited liability company to
16 disclaim fiduciary duties among themselves, so long as that disclaimer does not excuse
17 "a bad faith violation of the implied contractual covenant of good faith and fair dealing."
18 NRS 86.286(7) (enacted in 2009 by S.B. 350, 75th Leg. Sess., Ch. 361, § 35).

19
20 The language of the statute and its history demonstrates that the default state of
21 affairs **is that managers and members owe fiduciary duties to the other members**
22 **of the limited liability company.** See also Auriga Capital Corp. v. Gatz Props., 40
23 A.3d 839, 850–52 (Del. Ch. 2012) (using similar reasoning in holding that managers
24 owe fiduciary duties to members in a limited liability company).

25
26 Consistent with NRS 86.286's express recognition of fiduciary duties between
27
28

1 managers and members in limited liability companies, other states also recognize that
2 “[g]enerally speaking, members in member-managed LLCs and managers in manager-
3 managed LLCs have fiduciary obligations.” J. William Callison and Maureen A. Sullivan,
4 *Limited Liability Companies: A State-by-State Guide To Law And Practice* § 8:7 (2012).
5 See also Rev. Unif. Ltd. Liab. Co. Act § 409(a), (g) (2006), in 6B U.L.A. 488 (2008)
6 (providing that members and managers of an LLC owe fiduciary duties to the company
7 and to the other members); Sofia Design& Dev. at S. Brunswick, LLC v. D’Amore (In re
8 D’Amore), 472 B.R. 679, 689 (Bankr. D.N.J. 2012) (finding, under New Jersey law, that
9 “absent a contrary provision in an LLCs operating agreement, managing members of an
10 LLC owe the traditional fiduciary duties of loyalty and care to non-managing members
11 of that LLC.”); Salm v. Feldstein, 20 A.D.3d 469, 469–70, 799 N.Y.S.2d 104, 104 (N.Y.
12 App. Div. 2005) (finding a fiduciary duty to make full disclosures of outside offers for
13 assets under New York law).

14
15
16 Finally, in Delaware, a leading source of doctrine on the nature of intra-entity
17 relationships, managers and members of a limited liability company owe fiduciary duties
18 to other members unless such duties are explicitly and adequately disclaimed. As
19 explained by the Delaware Chancery Court:

20
21 It seems obvious that, under traditional principles of equity, a manager of
22 an LLC would qualify as a fiduciary of that LLC and its members. . . . Equity
23 distinguishes fiduciary relationships from straightforward commercial
24 arrangements where there is no expectation that one party will act in the
25 interests of the other.

26 The manager of an LLC—which is in plain words a limited liability
27 “company” having many of the features of a corporation—easily fits the
28 definition of a fiduciary. The manager of an LLC has more than an
arms-length, contractual relationship with the members of the LLC. Rather,
the manager is vested with discretionary power to manage the business of the
LLC.

1
2 Thus, because the LLC Act provides for principles of equity to apply,
3 because LLC managers are clearly fiduciaries, and because fiduciaries owe the
4 fiduciary duties of loyalty and care, the LLC Act starts with the default that
5 managers of LLCs owe enforceable fiduciary duties.

6 Auriga Capital, 40 A.3d at 850–51 (citations omitted).¹⁸

7 In light of the foregoing, and the Nevada Legislature’s decision in 2009 to
8 expressly allow for exclusion of liability for breach of fiduciary duties, it is clear that
9 Nevada law does allow and does impose fiduciary duties between members in limited
10 liability companies. Stated another way, it would be pointless to have the ability to
11 exclude fiduciary duties if no such duties existed in a limited liability company. This
12 Court must assume the Nevada Legislature did not enact a meaningless statute.
13 General Motors v. Jackson, 111 Nev. 1026, 1029, 900 P.2d 345, 348 (1995) (statutory
14 inter interpretation should avoid absurd or unreasonable results); Cragun v. Nevada
15 Pub. Emp. Ret. Bd., 92 Nev. 202, 205, 547 P.2d 1356, 1358 (1976) (“The meaning of
16 words used in a statute may be sought by examining the context and by considering the
17 reason or spirit of the law or the causes which induced the legislature to enact it.”).
18 Accordingly, this Court must find that the Eliades Defendants did in fact owe fiduciary
19 duties to Nanyah as an investor in Eldorado.
20

21 Under the original Eldorado Operating Agreement Rogich was called out as a
22 member of Eldorado and the Rogich Trust was a manager. See Exh. 2, Exh. A. Under
23

24
25 ¹⁸ The Nevada Supreme Court often looks to Delaware law on corporate law matters
26 when there is no case law on point. See Am. Ethanol, Inc. v. Cordillera Fund, L.P., 252
27 P.3d 663, 667 (Nev. 2011) (looking to Delaware corporate law on the scope of “fair
28 value” in corporate buyouts); Shoen v. SAC Holding Corp., 122 Nev. 621, 633–34, 137
P.3d 1171, 1179-80 (2006) (applying Delaware law’s particularity requirements for
pleading demand futility).

1 the Amended Operating Agreement, the subsequent members were the Rogich Trust,
2 Teld and the Flangas Trust. Exh. 12, p.1. In addition, the Rogich Trust and Teld were
3 both managers. Id., p. 13. Thereafter, on June 25, 2009, under the First Amendment
4 to the Amended Operating Agreement, Rogich Trust and Teld continued to be the
5 members and managers. **Exhibit 18**, First Amended Operating Agreement, p.1, ¶1.¹⁹
6 Subsequently, the Eliades Trust became a member in Eldorado. See Peter Eliades
7 Enterprise General Journal Transaction dated August 21, 2012, **Exhibit 19**.²⁰
8 Accordingly, at all relevant times, the Eliades Defendants have been co-members
9 and/or managers of Eldorado, with each having fiduciary duties to Nanyah. Thus, as a
10 matter of law, the defendants owed fiduciary duties to Nanyah. Given the admitted
11 existence of a special and fiduciary relationship by and between the Eliades
12 Defendants and Nanyah, the motion to dismiss must be denied.

13
14
15 **C. NANYAH'S CONSPIRACY CLAIM IS VALID.**

16 The Eliades Defendants separately argue that the intra-corporate conspiracy
17 doctrine immunized the Eliades Defendants from Nanyah's conspiracy claim. The intra-
18 corporate conspiracy doctrine is not applicable to this case. This is because there is no
19 claim of conspiracy asserted against Eldorado. The intra corporate conspiracy doctrine
20 only applies to claims asserted by and between the corporation and others. When the
21 corporation is not implicated in the conspiracy claim, there is no intra corporate
22 conspiracy doctrine application. In re Derivium Capital, LLC, 380 B.R. 407, 418 (Bankr.
23 D.S.C. 2006) ("Under this doctrine, agents of a corporation cannot be liable for
24
25

26
27 ¹⁹ See also Simons' Aff., at ¶17.

28 ²⁰ See also Simons' Aff., at ¶18.

1 conspiring with the corporation because a corporation cannot conspire with itself.”).
2 Because there is no claim of conspiracy asserted against Eldorado, the intra-corporate
3 conspiracy doctrine has no application.
4

5 Further, the claim of conspiracy is asserted against Rogich, the Rogich Trust,
6 Teld, Peter Eliades and the Eliades Trust are as independent actors relating to their
7 investment. The conspiracy arises relating to the transactions whereby these
8 defendants obtained membership interests in Eldorado subject to repayment
9 obligations owed to Nanyah. The intra corporate conspiracy doctrine only applies to
10 employees or agents of the corporation acting within the course and scope of their
11 employment. Welsh v. City & Cty. of San Francisco, 1995 WL 415127, at *2 (N.D. Cal.
12 1995) (“The ‘intra-corporate conspiracy doctrine’ holds that a corporation cannot
13 “conspire with its own agents acting within the scope of their employment.”); Hull v.
14 Cuyahoga Valley Joint Vocational Sch. Dist. Bd. of Educ., 926 F.2d 505, 509 (6th
15 Cir.1991) (“The intra-corporate conspiracy doctrine provides that employees of a
16 corporation or governmental entity cannot conspire among themselves because they
17 are treated as one entity.”). The Eliades Defendants were never acting as “employees”
18 of Eldorado and their actions were unrelated to any of Eldorado’s business operations
19 so cannot fall within the scope of the doctrine and it has no application to the facts of
20 this case.
21
22

23 Further, the complained of conspiratorial conduct relates to these defendants
24 pursuing their own individual advantages seeking to interfere with the return of
25 Nanyah’s investment in Eldorado. In re Derivium Capital, LLC, 380 B.R. 407, 418
26 (Bankr. D.S.C. 2006), the Court addressed an almost identical argument as made by
27
28

1 the Eliades Defendants and rejected it. In rejecting the argument, the Court stated that
2 the plaintiffs' claims against other members of a company for wrongfully conspiring to
3 take assets and deprive the plaintiff of its investment in the company was valid and not
4 subject to dismissal based upon the intra corporate conspiracy doctrine as follows:
5 "Plaintiff has pled the elements necessary for civil conspiracy by alleging a conspiracy
6 between Movants to injure Debtor, thus the action should not be dismissed at this
7 juncture." *See also Greenville Publishing Co., Inc. v. Daily Reflector, Inc.*, 496 F.2d
8 391, 399 (4th Cir.1974) (finding agents of a corporation may be liable for conspiracy if
9 they have an independent personal stake in the outcome). Because the Eliades
10 Defendants were acting to promote their own personal interests and to avoid repayment
11 of Nanyah's \$1.5 million investment and/or the issuance of a membership interest, the
12 civil conspiracy claim is valid and is not subject to the doctrine of intra-corporate
13 conspiracy immunity.
14
15

16 **D. NANYAH'S DAMAGES ARE UNDISPUTED AND ADMITTED.**

17 In a clear demonstration of bad-faith litigation tactics, the Eliades Defendants'
18 motion baselessly asserts that summary judgment should be entered in their favor
19 because Nanyah cannot prove its damages. Mot., p. 13. Not only is the fact of
20 Nanyah's \$1.5 million investment undisputed--it cannot be contested by the Eliades
21 Defendants pursuant to NRS 47.240(2). Specifically, NRS 47.240(2) establishes a
22 conclusive presumption of the truth of this fact because Nanyah's \$1.5 million
23 investment into Eldorado is repeatedly affirmed in the recitals to multiple contracts
24
25
26
27
28

1 entered into by defendants.²¹ See Purchase Agreement, Recital A, Eldorado
2 Amended and Restated Operating Agreement, Recitals A & B. Accordingly, the Eliades
3 Defendants are barred from contesting Nanyah's \$1.5 million investment into Eldorado
4 and the Court must establish such investment as a matter of undisputed fact in these
5 proceedings.
6

7 Further, to the extent the Eliades Defendants contend that Nanyah allegedly did
8 not comply with NRCP 16.1(a)(1)(c)'s obligation to disclose its claimed damages this
9 contention demonstrates the propriety of awarding sanctions in favor of Nanyah in
10 having to respond to this baseless argument. The following is a list of disclosures,
11 Court Orders, briefs and undisputed testimony elicited by the Eliades Defendants
12 during this action establishing Nanyah's \$1.5 million investment as its damages in this
13 case.
14

15 A. January 4, 2014. Nanyah's NRCP 16.1 Disclosure. Clearly and
16 unmistakably identified Nanyah's damages were the \$1.5 million it invested into
17 Eldorado. See **Exhibit 20**, p. 4:11-12 (Nanyah's damages are "in an amount of
at least \$1.5 million dollars, exclusive of interest, attorneys' fees and costs.").²²

18 B. July 25, 2014, Eldorado Hill's Motion for Summary Judgment.
19 Clearly and articulately describing Nanyah's damages as follows: "Nanyah
20 alleges it invested \$1,500,000 in Eldorado in 2006 and 2007". Exh. 1, excerpt of
Eldorado Hill's Mot. for Sum. Jud., p.2 at ¶1.

21 C. April 30, 2014, Carlos Huerta deposition. Mr. Huerta testified
22 extensively as to Nanyah's \$1.5 million investment and Eldorado Hill's obligation

23 ²¹ NRS 47.240(2) states that "the following presumptions . . . are conclusive: 2. The truth
24 of the fact recited, from the recital in a written instrument between the parties thereto, or
25 their successors in interest"

26 ²² This computation of damages requirement applies only to special damages, not
27 general or other intangible damages. See NRCP 16.1(a)(1)(C) drafter's note.
28 Accordingly, Nanyah's identification of its general damages in its initial Disclosure fully
complied with NRCP 16.1's requirements. See also Simons' Aff., at ¶19.

1 to repay that investment and/or to issue a membership interest. Exh. 4, SOF
2 ¶¶5, 13-18.

3 D. February 12, 2016, Nevada Supreme Court's Order of Reversal
4 and Remand detailing Nanyah's \$1.5 million investment upon which Nanyah
5 asserted its claims and held as follows:

6 Appellant's claim for unjust enrichment did not accrue until Eldorado Hills
7 retained \$1.5 million under circumstances where it was inequitable for
8 Eldorado Hills to do so. . . . As Eldorado Hills failed to demonstrate that no
9 genuine issues of material fact remain regarding whether the limitations
10 period on appellant's unjust enrichment claim commenced when Eldorado
11 Hills received the \$1.5 million or at a later date when Eldorado Hills
12 allegedly failed to issue a membership interest to appellant or repay the
13 money as a loan

14 See **Exhibit 22**, Order of Reversal and Remand dated February 12, 2016.²³

15 E. October 11, 2017, Deposition of Yoav Harlap. Mr. Harlap testified
16 extensively as to his \$1.5 million invested into Eldorado as the source of his
17 damage claim. Exh. 15. p. 26, 123, 175 (referencing the basis of his \$1.5
18 million claim). *Of critical note, at the time Mr. Harlap was deposed, Mr. Lionel*
19 *represented the Eliades Defendants and therefore, the Eliades Defendants*
20 *elicited all the facts and evidence supporting Nanyah's \$1.5 million investment*
21 *during this deposition conducted by their attorney.*

22 F. February 23, 2018, Motion for Summary Judgment filed by Rogich,
23 the Rogich Trust and Imitations, p. 5 (referencing Nanyah's \$1.5 million
24 investment; p. 7 (referencing Nanyah's \$1.5 million investment).

25 G. March 5, 2018, Joinder in Motion for Summary Judgment, filed by
26 Eliades, Eliades Trust, Eldorado and Teld, p. 3:21-23 ("Nanyah . . . invested
27 [\$1.5 million] . . . and also alleged that it was entitled to reimbursement of those
28 funds."); p. 3 (extensive reference to Nevada Supreme Court's decision detailing
Nanyah's \$1.5 million investment); p. 4:1-2 (Nanyah's Amended Complaint
"clarified that Nanyah's contribution to Eldorado was \$1,500,000.00."); pp. 3-9
(seven (7) pages of joinder discussing various aspects of Nanyah's \$1.5 million
investment, the Nevada Supreme Court's analysis of the obligation to
convert the \$1.5 million into equity or repay it as a loan).

H. March 19, 2018, Nanyah's Countermotion for Summary Judgment.
Detailing the extensive undisputed evidence establishing Nanyah's \$1.5 million
investment and demanding summary judgment in Nanyah's favor in the amount
of \$1.5 million for its investment. See pp. 6-47. The Eliades Defendants filed a

²³ See also Simons' Aff., at ¶21.

1 reply to the counter motion and engaged in discussing Nanyah's \$1.5 million
2 investment.

3 I. April 9, 2018, Nanyah's Supplement to Second Amended Answers
4 to Defendants' First Set of Interrogatories. Nanyah reiterates in excruciating
5 detail the basis of its claims supporting its recovery of the \$1.5 million invested
6 by Nanyah into Eldorado. **Exhibit 23**, Excerpt of Int. 1 only.

7 The foregoing demonstrates beyond any doubt that Nanyah has properly disclosed the
8 extents of its damages and any contention that Nanyah's damages have not been
9 established in this litigation is nonsense.

10 In addition, the Eliades Defendants confuse discovery disclosures with
11 evidentiary standards at trial. The Eliades Defendants seek summary judgment relating
12 to a perceived discovery infraction. However, summary judgment is not available as a
13 remedy because the Eliades Defendants never asserted any failure by Nanyah to
14 disclose its damages in this litigation. For instance, the Eliades Defendants would have
15 had to comply with EDCR 2.34 regarding the meet and confer obligation before seeking
16 discovery sanctions and/or before filing any discovery motion. However, clearly the
17 Eliades Defendants never conducted any meet and confer and never asserted that they
18 were unable to comprehend Nanyah's damage claim when conducting discovery in this
19 case and when filing briefs before this Court acknowledging and admitting Nanyah's
20 \$1.5 million investment. Accordingly, the motion must be denied as Nanyah's damages
21 are undisputed in this action and have been briefed and litigated extensively.²⁴
22
23

24
25 ²⁴ Notwithstanding this opposition, Nanyah continues to reserve its right to seek the
26 remedy of specific performance and will elect the remedy it desires the jury to award at
27 the appropriate time. The specific performance remedy includes the issuance of a
28 membership interest in Eldorado commensurate with the value of its \$1.5 investment as
of December, 2007, when Eldorado received and retained the benefit of, which value
will be established at trial.

1 **IV. NANYAH'S COUNTERMOTION FOR SUMMARY JUDGMENT MUST BE**
2 **GRANTED.**

3 Nanyah moves for summary judgment requesting that this Court enter judgment
4 in its favor that:

- 5 (1). Nanyah invested \$1.5 million into Eldorado;
6
7 (2). As successors in interest, the Eliades Defendants are liable for all of the
8 contractual obligations owed to Nanyah including repayment of Nanyah's
9 \$1.5 million investment or the obligation to transfer a membership interest
10 to Nanyah reflecting its \$1.5 million investment;
11
12 (3). As direct contracting parties, the Eliades Defendants are liable for all of
13 the contractual obligations owed to Nanyah including repayment of
14 Nanyah's \$1.5 million investment or the obligation to transfer a
15 membership interest to Nanyah reflecting its \$1.5 million investment.

16 Each of these issues and the grounds for summary judgment are detailed below.

17 **A. NANYAH INVESTED \$1.5 MILLION INTO ELDORADO.**

18 Nanyah is entitled to summary judgment that it invested \$1.5 million into
19 Eldorado. The following undisputed facts mandate summary judgment in Nanyah's
20 favor as requested.

- 21 (1). Eldorado's original Operating Agreement vested Huerta with Managing
22 Member responsibilities and Huerta could bind Eldorado to contractual
23 obligations. SOF, ¶1.
24
25 (2). Eldorado's Managing Member Huerta admitted soliciting Nanyah's
26 investment of \$1.5 million into Eldorado. SOF, ¶¶5, 13-18.
27
28 (3). Eldorado's Managing Member admitted Eldorado received the \$1.5 million
investment from Nanyah as a capital contribution for a membership
interest in Eldorado. SOF, ¶¶13-14.

(4). Eldorado's bank statement conclusively demonstrates Eldorado received
Nanyah's \$1.5 million investment into its account. Exh. 8.

(5). Eldorado's internal records conclusively demonstrate that Eldorado
received Nanyah's \$1.5 million investment into its account. Exh. 9.

- 1 (6). Rogich admits that he confirmed and admitted that Nanyah invested \$1.5
2 million into Eldorado. SOF, ¶¶27, 29.
- 3 (7). Defendants are conclusively bound by the recitals in the Purchase
4 Agreement that Nanyah invested \$1.5 million and was entitled to return of
5 its investment or a membership interest in Eldorado. Exh. 10, NRS
6 47.240(2).²⁵
- 7 (8). Rogich and the Rogich Trust "confirmed" Nanyah's \$1.5 million
8 investment into Eldorado in the Membership Interest Purchase
9 Agreements they signed with Teld and Flangas. SOF ¶27.
- 10 (9). The recitals in the Membership Interest Purchase Agreement with Teld
11 conclusively establish that the Rogich Trust was acquiring Go Global's
12 interest in Eldorado subject to Nanyah's right to receive repayment of its
13 \$1.5 million investment or a portion of that membership interest for its
14 \$1.5 million investment. Exh. 11, Recital F; NRS 47.240(2).
- 15 (10). Eldorado's Amended Operating Agreement conclusively establishes that
16 the Rogich Trust's acquisition of Huerta/Go Global's prior interest was
17 subject to Nanyah's right to receive a portion of that membership interest
18 for its \$1.5 million investment and/or return of its \$1.5 million investment.
19 Exh. 12, Recital B; NRS 47.240(2).
- 20 (11). Eldorado's Amended Operating Agreement also incorporates Exhibit D
21 from the Membership Interest Purchase Agreements, which Exhibit D
22 "confirms" Nanyah's \$1.5 million investment into Eldorado and its right to
23 receive repayment and/or a membership interest. Exh. 12, Recital A;
24 NRS 47.240(2). This confirmation cannot be rebutted or challenged.
- 25 (12). Eldorado's, Rogich's and the Rogich Trust's contractual obligation to
26 repay Nanyah its \$1.5 million investment was assigned to Teld and the
27 Eliades Trust and these defendants are also contractually obligated to
28 honor that obligation to Nanyah. Exh. 14, ¶8.J.
- (13). Peter Eliades testified that Nanyah was owed \$1.5 million by Eldorado
and Rogich and the Rogich Trust agreed to repay that debt. SOF ¶¶42-
43.

²⁵ NRS 47.240(2) establishes a conclusive presumption fact recited in a written instrument as follows: "[There is a conclusive presumption of] [t]he truth of the fact recited, from the recital in a written instrument between the parties thereto, or their successors in interest by a subsequent title"

1 (14). Dolores Eliades testifies that Nanyah was owed \$1.5 million by Eldorado
2 and Rogich and the Rogich Trust agreed to repay that debt. SOF ¶¶44-
3 46.

4 In light of the foregoing undisputed facts, summary judgment must be granted in
5 Nanyah's favor.

6 In addition, summary judgment in Nanyah's favor is mandated because the
7 defendants are barred from contesting the conclusively established facts contained in
8 the recitals of the various contracts. Harpaz v. Laidlaw Transit, Inc., 942 A.2d 396, 412
9 (2008) (the conclusive presumption of compensability attaches and the employer is
10 barred from contesting"). Further, Nanyah is entitled to summary judgment as a
11 matter of law that it invested \$1.5 million into Eldorado since the conclusive
12 presumption contained in NRS 47.240(2) is a substantive rule of law. Kusior v. Silver,
13 54 Cal. 2d 603, 619, 354 P.2d 657, 668 (1960) ("A conclusive presumption is in
14 actuality a substantive rule of law."). Therefore, as a matter of law Nanyah is entitled to
15 summary judgment in its favor as requested.

16 In addition, summary judgment must be granted because the defendants cannot
17 avoid summary judgment by attempting to contradict the statements and admissions of
18 Eldorado's Managing Member Huerta. Huerta, as Eldorado's Managing Member, was
19 fully authorized to solicit Nanyah's investment and to bind Eldorado to repayment of
20 Nanyah the \$1.5 million investment and/or to issue Nanyah a membership interest.

21 Furthermore, Eldorado is bound by the admissions of its Managing Member
22 Huerta that Nanyah invested \$1.5 million into Eldorado and that Eldorado was entitled
23 to a membership interest in Eldorado. Exh. 2, Exh. A (Huerta is the "Managing
24 Member" and "may bind the Company in all matters" (emphasis added). Because
25
26
27
28

1 Huerta's Managing Member's status is undisputed and uncontestable, Eldorado is
2 bound by Huerta's statements and admissions. Sharp Elecs. Corp. v. Lodgistix, Inc.,
3 772 F. Supp. 540, 546 (D. Kan. 1991) ("once it has been shown that the agent was
4 authorized, either expressly or impliedly, to make representations or statements
5 concerning the subject matter to which the challenged statements pertain, the principal
6 is bound by the agent's statements."); Cordaro v. Singleton, 229 S.E.2d 707, 709 (N.C.
7 App. 1976) ("A principal is bound by statements made by an agent acting within the
8 scope of his authority and in the course of his agency."); 2A N.Y. Jur. 2d Agency § 279
9 (Feb. 2018) ("principal is bound by statements and declarations made by the agent
10 within the scope of . . . the actual or apparent authority of the principal.").

11
12 Based upon the foregoing, Nanyah is entitled to summary judgment that it
13 invested \$1.5 million in Eldorado.
14

15 **B. AS SUCCESSORS IN INTEREST, THE ELIADES DEFENDANTS ARE**
16 **LIABLE FOR ALL OF THE CONTRACTUAL OBLIGATIONS OWED TO**
17 **NANYAH INCLUDING REPAYMENT OF NANYAH'S \$1.5 MILLION**
18 **INVESTMENT OR THE OBLIGATION TO TRANSFER A MEMBERSHIP**
19 **INTEREST TO NANYAH REFLECTING ITS \$1.5 MILLION**
20 **INVESTMENT.**

21 Nanyah is entitled to summary judgment that the Eliades Defendants have a
22 contractual obligation to honor Nanyah's investment of \$1.5 million and to repay the
23 debt and/or issue it a membership interest. Here, the facts are undisputed. Nanyah
24 invested \$1.5 million into Eldorado. The Eliades Defendants admit that their contracts
25 subjected them to the repayment of Nanyah's \$1.5 million investment or they were
26 obligated to transfer a portion of the Go Global membership interest they acquired to
27 Nanyah. Since Teld and the Eliades Trust now hold 100% of the membership interest
28 in Eldorado, these defendants are liable for the issuance of a commensurate

1 membership interest to Nanyah since the \$1.5 million investment has not been repaid.
2 Peter Eliades freely admits that when he and Teld signed the Teld Membership
3 Interest Purchase Agreement acquiring the Rogich Trust's membership interest in
4 Eldorado, they took such membership interest subject to and liable for repayment of
5 Nanyah's \$1.5 million investment or transfer of a membership interest to it as
6 documented in the original Purchase Agreement as follows:
7

8 Q. Did you understand that when you acquired some of the Rogich
9 Trust interests that it held in Eldorado Hills, that it was still subject
10 to the terms and conditions of this original purchase agreement?

11 A. Yes.

12 Exh. 17, pp. 29:24-30:4 (emphasis added).

13 Similarly, when Peter Eliades acquired the remainder of the Rogich Trust's
14 interest via the Eliades Trust (pursuant to the Secret Membership Assignment in 2012)
15 the Eliades Trust also knowingly took that membership interest subject to the terms and
16 conditions of the original Purchase Agreement establishing the obligation to repay
17 Nanyah its \$1.5 million or to be issued a commensurate membership interest.
18

19 Based upon the clear and unambiguous terms of these contracts, Nanyah is
20 entitled to summary judgment as requested. Sandy Valley Associates v. Sky Ranch
21 Estate Owners Ass'n, 117 Nev. 948, 953-954, 35 P.3d 964, 967-968 (2001) ("When a
22 contract is clear on its face, it will be construed from the written language and enforced
23 as written.").

24 ///

25 ///

26 ///

27 ///

28

1 **C. AS DIRECT CONTRACTING PARTIES, THE ELIADES DEFENDANTS**
2 **ARE LIABLE FOR ALL OF THE CONTRACTUAL OBLIGATIONS OWED**
3 **TO NANYAH INCLUDING REPAYMENT OF NANYAH'S \$1.5 MILLION**
4 **INVESTMENT OR THE OBLIGATION TO TRANSFER A MEMBERSHIP**
5 **INTEREST.**

6 As demonstrated above, Eldorado has admitted Nanyah's investment and that it
7 did not issue a membership interest or return Nanyah's investment. By executing the
8 Eldorado Amended Operating Agreement, identifying Nanyah as am member in
9 Eldorado in the event Nanyah was not repaid its \$1.5 million investment. Again, based
10 upon the undisputed language of the contract, summary judgment must be entered in
11 Nanyah's favor as requested. Sandy Valley Associates v. Sky Ranch Estate Owners
12 Ass'n, 117 Nev. 948, 953-954, 35 P.3d 964, 967-968 (2001) ("When a contract is clear
13 on its face, it will be construed from the written language and enforced as written.").

14 **V. CONCLUSION.**


15 The defendants' motion must be dismissed as it is unsupported by fact or law.
16 Concurrently, Nanyah is entitled to summary judgment in its favor that: (1) Nanyah
17 invested \$1.5 million into Eldorado; (2) as successors in interest, the Eliades
18 Defendants are liable for all of the contractual obligations owed to Nanyah including
19 repayment of Nanyah's \$1.5 million investment or the obligation to transfer a
20 membership interest to Nanyah reflecting its \$1.5 million investment; (3) as direct
21 contracting parties, the Eliades Defendants are liable for all of the contractual
22 obligations owed to Nanyah including repayment of Nanyah's \$1.5 million investment or
23 the obligation to transfer a membership interest to Nanyah reflecting its \$1.5 million
24 investment.

25 ///
26
27
28

1 **AFFIRMATION:** This document does not contain the social security number of
2 any person.

3 DATED this 19th day of June, 2018.
4

5 SIMONS LAW, PC
6 6490 S. McCarran Blvd., #C-20
7 Reno, Nevada, 89509

8 
9

10 _____
11 MARK G. SIMONS
12 Attorney for Nanyah Vegas, LLC
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC, and that on this date I caused to be served a true copy of the
OPPOSITION TO ELIADES DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
AND COUNTERMOTION FOR SUMMARY JUDGMENT on all parties to this action via
the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	ilienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 19th day of June, 2018.

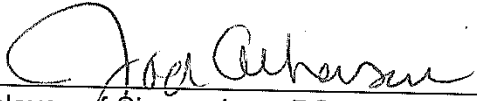
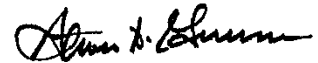

Employee of Simons Law, PC

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Eldorado's Motion for Partial Summary Judgment	6
2	Eldorado Operating Agreement	34
3	Simons' Affidavit	3
4	Huerta Deposition Excerpts	13
5	Rogich Deposition Excerpts	15
6	Olivas Deposition Excerpts	6
7	Huerta Declaration	7
8	Eldorado Bank Statement	1
9	Eldorado Capital Account Detail	1
10	Purchase Agreement	11
11	Teld Membership Purchase Agreement	104
12	Amended, Restated Operating Agreement	13
13	Eliades/Rogich Checks	2
14	Membership Interest Assignment Agreement	6
15	Harlap Deposition Excerpts	7
16	Harlap Declaration	1
17	Eliades Deposition Excerpts	9
18	First Amendment to Operating Agreement	3
19	Eliades Journal Entry	1
20	Nanyah 1/4/14 16.1 Disclosure	5
21	Dolores Eliades Deposition Excerpts	6
22	2/12/16 Order of Reversal and Remand	3
23	Excerpt of Nanyah Supplemental Second Amended Answers to Interrogatories	22

EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

MSJ
Samuel S. Lionel, NV Bar No. 1766
slionel@lionelsawyer.com
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, Nevada 89101
Telephone: (702) 383-8884
Fax: (702) 383-8845
Attorneys for Defendant
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,

v.

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

Defendants.

Case No. A-13-686303-C

Dept. XXVII

Date:

Time:

AND RELATED CLAIMS

MOTION FOR PARTIAL SUMMARY JUDGMENT

1 Defendant Eldorado Hills, LLC ("Eldorado") moves the court for an Order Granting
2 Summary Judgment to Eldorado with respect to Plaintiff Nanyah Vegas, LLC's ("Nanyah")
3 claim for Unjust Enrichment.¹
4

5
6 **I. INDISPUTABLE MATERIAL FACTS**

- 7 1. Nanyah alleges it invested \$1,500,000 in Eldorado in 2006 and 2007. (Amended
8 Complaint, ¶ 15).
9 2. There is no evidence that Nanyah ever invested anything in Eldorado.
10 3. There is no evidence that Nanyah ever had any dealings with Eldorado.
11 4. There is no written evidence that Nanyah ever had an interest in Eldorado.²
12 5. There is no evidence Nanyah has conferred a benefit on Eldorado.
13 6. There is no evidence Eldorado has accepted or retained any benefit from Nanyah.
14 7. There is no evidence Nanyah performed services for Eldorado.
15 8. Huerta was a manager of Eldorado from 2005 through October 31, 2008. (Huerta
16 4/3/14 at 11:21-12:6).
17 9. Although Carlos Huerta was the tax matters partner of Eldorado, Nanyah was not
18 shown on the Eldorado tax return in 2007 as having an interest in Eldorado.
19 (Huerta 4/3/14 at 65:8-18).
20 10. This action was commenced on July 31, 2013, more than four years after
21 Nanyah's alleged investment.
22 11. Nanyah's alleged claim of unjust enrichment was not based upon a contract,

23
24 ¹ The Fourth Claim for Relief alleged in the Amended Complaint by Nanyah for
25 Eldorado's alleged unjust enrichment is the only claim alleged by Nanyah. Huerta was deposed
26 twice. The first time he testified on April 3, 2014, as Nanyah's person most knowledgeable.
27 Huerta 4/3/14 at 5:22-6:8. His second deposition was on April 30, 2014.

28 ² Eldorado has recently submitted a Nanyah Request to Admit. "There is no written
documentation that was authored by Eldorado Hills, LLC, its agents or representatives that states
that Nanyah Vegas, LLC has a membership interest in Eldorado Hills." Needless to say, it will be
admitted.

1 obligation or liability founded upon an instrument in writing and it is therefore
2 barred by the statute of limitations.

3 **II. ADDITIONAL FACTS**

4 At his first deposition, Huerta testified that Yoav Harlap wired 1.5 million from Israel to
5 Eldorado's bank account. At his second deposition he admitted the 1.5 million was wired to his
6 CanaMex account, not to the Eldorado account. He withdrew the 1.5 million from the CanaMex
7 account and deposited it into the Eldorado account. (Huerta 4/30/14 at 82:10 - 85:6).

8 During his depositions, Huerta repeatedly attempted to claim that in some way the 1.5
9 million that Harlap wired to the CanaMex account was for a Nanyah interest in Eldorado. In fact,
10 a short history of that 1.5 million shows that within eight days of Harlaps' December 6, 2007
11 wire, the 1.5 million, less 80 thousand, was taken by Huerta as a consulting fee.

12 The CanaMex evidence is as follows:

13 Go Global, Inc., Huerta's wholly owned corporation was the Manager of CanaMex.
14 Huerta 4/3/14 at 8:10-22. Ex. B.

15 Huerta opened an account at Nevada State Bank in the name of CanaMex. Ex. C.

16 On December 6, 2007, a wire was received by Nevada State Bank in the amount of 1.5
17 million from Yoav Harlap to the account of CanaMex and to the attention of Melissa Dewin.
18 Huerta had instructed Harlap to send the money to the CanaMex account to her attention. Huerta
19 4/30/14 at 82:10-84:6. Ex. D.

20 On December 7, 2007, Huerta withdrew the 1.5 million from the CanaMex account and
21 deposited it into the Eldorado Account at the same bank. Huerta 4/30/14 at 84:23-85:21. Ex. E.

22 On December 10, 2007, Huerta transferred 1.45 million from the account to an Eldorado
23 money market account at the same bank. Ex. E. At the time the 1.45 million was transferred into
24 the account, Eldorado's bank balance was only \$1,870.51. Huerta 4/30/14 at 87:1-5.

25 On December 14, 2007, Huerta requested the bank in writing to transfer 1.42 million
26 from the money market account to Go Global and that day the bank processed a check in that
27 amount payable to Go Global. Huerta 4/30/14 at 87:16-88:20. Ex. F. Go Global's bank statement

1 shows the deposit on December 14, 2007. Huerta 4/30/14 at 89:19-90:11.

2 The 1.42 million paid to Go Global was considered by Huerta to be a consulting fee.
3 Huerta 4/3/14 at 54:2-56:1. Ex. G, H.

4 SUMMARY JUDGMENT STANDARD

5 Summary Judgment is appropriate where "no genuine issue of material fact [remains] and
6 the moving party is entitled to judgment as a matter of law." Wood v. Safeway, Inc., 121 Nev.
7 724, 729, 121 P.3d 1026, 1029 (2005).

8 Here, there is no genuine issue of material fact. There is no fact issue. It is undisputed
9 that Nanyah has alleged that it invested 1.5 million in Eldorado in 2006 or 2007 and that the
10 Complaint was filed by Nanyah and others on July 31, 2013, more than five years after Nanyah's
11 alleged Eldorado investment. As Nanyah's claim was not based upon a contract, obligation or
12 liability founded upon an instrument in writing, it is barred under NRS 11.190 (2) and Eldorado
13 is entitled to summary judgment as a matter of law. Wood v. Safeway, Libby v. The Eighth
14 Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276 (2014).

15 III. ARGUMENT

16 NANYAH'S CLAIM IS BARRED BY NRS 11.190(2)

17 As shown, there is no dispute with respect to the two critical facts here. They are that
18 Nanyah alleges in his complaint that he invested 1.5 million in Eldorado in 2006 and 2007 and
19 his complaint was filed July 31, 2013. NRS 11.190(2) provides that "[a]n action upon a contract,
20 obligation or liability not founded upon an instrument in writing" must be commenced within
21 four years. Nanyah's action was commenced more than five years after it allegedly made the
22 investment in Eldorado. In seeking to recover 1.5 million from Eldorado, Nanyah does not allege
23 his claim is founded upon a written contract, obligation or liability. Rather his claim is that
24 Eldorado was unjustly enriched by his alleged 1.5 million dollar investment in 2006.

25 Thus, Eldorado should be awarded summary judgment as a matter of law. In Libby v.
26 The Eighth Judicial District Court, 130 Nev. Adv. Op. 39, 325 P.3d 1276, 1277 (2014) the
27 limitation statute involved was NRS 41.097 (2) which provides that an action against a health

1 care provider must be filed within one year of the injury's discovery or three years of the injury
2 date. The Supreme Court held that the three-year limitation period begins to run when a patient
3 suffers appreciable harm regardless of whether the plaintiff is aware of the injury's cause, and
4 because the plaintiff suffered appreciable harm to her knee more than three years before she filed
5 her complaint, the "District Court was required to grant Dr. Libby's Motion for Summary
6 Judgment."

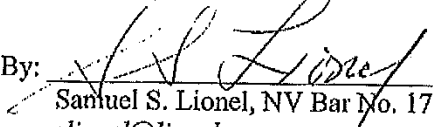
7 Here, there is nothing that will toll or otherwise extend the expiration of Nanyah's time to
8 sue for his alleged claim and its failure to file it within four years of its alleged investment
9 entitles Eldorado to summary judgment as a matter of law.³

10 III. CONCLUSION

11 Eldorado should be awarded Summary Judgment dismissing Nanyah's fourth claim for
12 relief.

13 DATED: July 12, 2014.

14 LIONEL SAWYER & COLLINS

15
16 By: 
17 Samuel S. Lionel, NV Bar No. 1766
18 slionel@lionelsawyer.com
19 300 South Fourth Street, 17th Floor
20 Las Vegas, Nevada 89101
21 Telephone: (702) 383-8884
22 Fax: (702) 383-8845
23 Attorney for Defendant
24 Eldorado Hills, LLC

25 ³ Although Eldorado is clearly entitled to Summary Judgment as a matter of law,
26 Eldorado believes, based on Huerta's deposition testimony, Nanyah will argue that somehow
27 Harlap's 1.5 million paid for a Nanyah investment in Eldorado. The additional facts show clearly
28 that Huerta, Harlap's steward (Huerta 4/3/14 at 62:16-63:2) appropriated for himself almost 95%
as a consulting fee. Thus, the Harlap money was not available to purchase an Eldorado interest or
confer a benefit on Eldorado nor could Eldorado accept or retain any such benefit. Certified Fire
Protection v. Precision Construction, 128 Nev. Adv. Op. 35, 283 P.3d 250, 257 (2012).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I hereby certify that I am an employee of LIONEL SAWYER & COLLINS and that on this 25TH day of July, 2014, I caused the document DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT to be served as follows:

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

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

Attorneys for Plaintiffs

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

☐ [] to be hand delivered to:

and/or

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

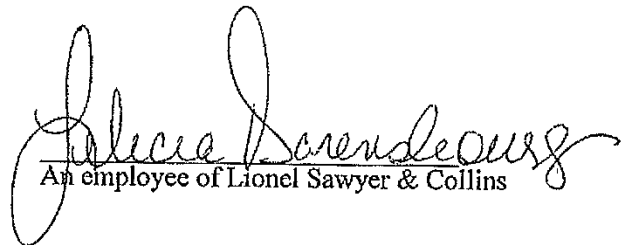

An employee of Lionel Sawyer & Collins

EXHIBIT 2

EXHIBIT 2

OPERATING AGREEMENT

FOR

Eldorado Hills, LLC
a Nevada limited liability company

NAN_000511

JA_002623

OPERATING AGREEMENT

This Operating Agreement ("Operating Agreement") of ELDORADO HILLS, LLC, a Nevada limited liability company (the "Company"), incorporated in May of 2006 ("Effective Date") by the Manager(s) executing this Operating Agreement on behalf of the Member(s) whose name(s) are set forth on Exhibit "A" attached hereto.

1.0 RECITALS.

1.1 The Manager(s) have filed the Articles of the Company with the Office of the State as of the Effective Date.

1.2 This Operating Agreement sets forth the understandings between and among the Members with respect to the business, operations, governance and affairs of the Company and the distribution of the profits and proceeds received from the ownership, operation and disposition of Company assets.

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

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

2.1 "Additional Capital Contributions" shall mean additional Capital Contributions over the amount of the initial Capital Contributions in the amount that the Board reasonably determines is needed to meet the Company's needs.

2.2 "Affiliate" shall mean with respect to any Person: (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting securities or beneficial interests of such Person; or (c) an officer, director, manager, partner, trustee, or member of the immediate family of an officer, director, manager, partner or trustee, of such Person. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

2.3 "Articles" shall mean the Articles of Organization as properly adopted and amended from time to time by the Members and filed with the Office of the State.

2.4 "Assignee" shall mean a Person who is assigned all or a portion of a Member's Economic Interest but who is not admitted as a Member.

NAN_000512

JA_002624

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

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

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

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

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

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

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

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

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

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

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

2.16 "Disbursements" shall mean:

- (a) Operating expenses of the Company, costs of repairs and maintenance, capital expenditures, rents, taxes, insurance premiums and all other expenses related to the operation of the Company or incurred in connection with the carrying of Company assets, including any fees payable to the Board or other Persons pursuant to this Agreement;
- (b) The cost of acquisition of any real property, or personal property or any interest therein used by the Company;
- (c) The payment of amounts of principal and interest due on Company loans; and
- (d) Such reserves for future expenses and future capital expenditures as required under any secured loan involving the Company's Properties or such other reserves as determined by the Board in its sole discretion.

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

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

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

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

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

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

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

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

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

2.26 "Member" shall mean a Person who:

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

2.27 "Member Matters" shall mean:

- (a) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
- (b) The dissolution or liquidation of the Company, except as otherwise provided herein.
- (c) The appointment or removal of any Manager.
- (d) The Amendment of the Articles, subject to Section 13.0.
- (e) Any merger or consolidation of the Company.
- (f) Any other matters for which approval of Members is required under this Operating Agreement, by the Articles or the Act.

2.28 "Member Nonrecourse Debt" shall mean any Company liability with respect to which and to the extent the liability is nonrecourse for purposes of Treas. Reg. Section 1.1001-2,

and a Member (or related person) bears the economic risk of loss under Treas. Reg. Section 1.752-2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.45 "Proxy" shall mean a written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another Person the power to exercise the Voting Rights of that Member. "Signed," for the purpose of this Section, means the placing of the Member's name on the Proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the Member or Member's attorney-in-fact. A Proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the Proxy was authorized by the Member, or by the Member's attorney-in-fact.

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

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

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

2.49 "State" shall mean the State of Nevada.

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

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

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

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

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

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

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

3.0 FORMATION.

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

3.2 Purpose. The purpose of the Company is to engage in any lawful purpose for which a limited liability company may be organized under the Act.

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

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

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

4.0 CAPITAL AND CONTRIBUTIONS.

4.1 Member Capital Contributions. The Members shall make initial Capital Contributions as indicated on Exhibit "A." In exchange, each Member listed in this Operating Agreement shall be issued the number of Units set forth opposite the Member's name on Exhibit "A."

4.2 Additional Contributions - Members' Right of First Refusal. Except as paid in connection with the purchase of any Units, and as set forth in the business plan attached hereto and incorporated herein as Exhibit "A" which sets forth the additional contributions that may be required to bring improvements to the site subject to the approval of a Majority in Interest of Members, the Members may be obligated to make additional Capital Contributions. In the event the Board determines that additional Capital Contributions are needed to enable the Company to conduct its business, the Members shall be given a first right to make such additional Capital Contributions as set forth herein. The Manager(s) shall notify all Members In Writing at least thirty (30) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution needed, its purpose, the terms regarding rights and preferences of Units, if any, which may be different from those enjoyed by the then Members, which the Company plans to offer to the Members and third parties in exchange for making such additional Capital Contributions, and the date by which the Members must contribute such additional Capital Contributions. Each Member shall be entitled to contribute such additional Capital Contribution in proportion to such Member's Percentage Interest; however, no Member shall be obligated to make any such additional Capital Contribution. All Members desiring to contribute such additional Capital Contribution shall notify the Manager(s) at least ten (10) business days prior to the date on which such additional Capital Contribution is due, setting forth the amount of

additional Capital Contribution such Member desires to make. If less than all Members desire to make additional Capital Contributions, or if Members desire to make additional Capital Contributions which are less than the full amount requested, those Members desiring to make additional Capital Contributions in the full amount requested shall be given the right to make additional Contributions in the amount of the shortfall, on a pro rata basis. If the Members desire to contribute less than the full amount of the additional Capital Contribution requested, the Manager(s) shall be authorized to sell Units in the Company to third parties on terms that may or may not be any more or less favorable to such third parties as those set forth in the notice provided to Members hereunder, and to admit such third parties as Members. If additional Capital Contributions are made hereunder, Exhibit "A" shall be amended accordingly. If a Majority in Interest of Members approve a capital contribution pursuant to the business plan in Exhibit A, Members declining to contribute may, at the discretion of the Manager, be (1) diluted by the contributions of participating members or (2) be required to sell their Membership Units to the Company and/or participating Members at cost basis or Fair Market Value, whichever is less. Majority in Interest shall be interpreted as fifty-one percent (or greater) of the available voting units of The Company.

4.3 Capital Accounts.

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

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

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

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

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

5.0 MANAGEMENT RIGHTS, POWERS AND LIMITATIONS OF MANAGERS AND MEMBERS

5.1 Exclusive Management by Board of Managers. The business, Property and affairs of the Company shall be managed exclusively by the Manager(s) as provided under this Operating Agreement, subject to events or transactions in which the approval of the Members is expressly required by the Act or pursuant to this Operating Agreement.

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

5.3 Designation of Board of Managers.

(a) Number, Term, and Qualification. The Company shall initially have two (2) Managers serving on the Board: Go Global, Inc. (a Nevada corporation) which is controlled by Carlos Antonio Huerta ("Huerta"), a married man with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109 and Sigmund Rogich ("Rogich") with an address of 3980 Howard Hughes Parkway, Suite 550, Las Vegas, NV 89109. Either the signature of Huerta or Rogich will bind the Company, and, only one of these signatures will be required from the Company for contracts, pledging, financing, transferring assets or any other major transactions. Subject to the provisions of the Articles or the Act, the number of Managers of the Company shall be fixed from time to time by the written consent of the Members, provided that in no instance shall there be less than one (1) Manager. A Manager shall hold office until he or she resigns or is removed as a Manager by a Majority in Interest of Members. A Manager shall be a Member if required by the Act, but need not be an individual, a resident of the State, or a citizen of the United States.

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

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

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

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

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

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

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

(c) a committee upon which any Manager does not serve, duly designated in accordance with a provision of the Articles or this Operating Agreement, as to matters within its designated authority, which committee such Manager reasonably believes to merit competence.

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

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

5.7 Payments to Managers.

(a) Remuneration. Except for transactions as specified in 5.7(b) below and as set forth in Exhibit A of this Operating Agreement, or as approved by a Majority-in-Interests of Members, no Manager is entitled to remuneration for services rendered or goods provided to the Company.

(b) Commissions to be paid to Manager. The Manager is/are not to be paid a commission for his/their work on any investment or transaction.

(c) Expenses. The Company shall reimburse all Managers and their Affiliates for the actual cost of goods and materials used for or by the Company. The Company shall also pay or reimburse the Manager(s) or its Affiliates for organizational expense (including,

without limitation, legal and accounting fees and costs) incurred to form the Company in preparing the Articles and this Operating Agreement. Nothing in this Section prohibits a Member from dealing with the Company as an officer, independent contractor or as an agent for others and receiving profits, compensation, commissions or other income incident to such dealings.

5.8 Indemnification of Manager(s).

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

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

- (a) Approval to represent The Company and sign on behalf of The Company in any contractual agreement, financial transaction, and/or sale of The Company's assets or signature on Company checks and/or other financial instruments.
- (b) Any amendment to the name, purpose, principal place of business or the statutory agent of the Company.
- (c) The Liquidation Sale, transfer, mortgage, exchange, assignment or other disposition of all or substantially all of the Company's assets.
- (d) The dissolution or liquidation of the Company, except as otherwise provided herein.
- (e) Entering into or amending any real property leases.
- (f) A request for additional Capital Contributions from the Members pursuant to the provisions of Section 4.0.
- (g) Any amendment to this Operating Agreement.
- (h) The admission of additional Members or transfer of a Member's Membership Interest pursuant to Section 11.5.
- (i) Borrowing money and/or mortgaging or otherwise encumbering all or any part of the Property of the Company as security.
- (j) Any merger or consolidation of the Company.

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

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

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

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

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

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

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

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

5.12 Action Without Meeting by Written Consent. The Board may also take any action by one or more Written consents describing the action taken in lieu of a meeting signed by a unanimous Vote of the Managers.

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

6.0 STATUS OF MEMBERS.

6.1 Members' Powers. Member Matters shall require the consent of the Majority Approval (51% or greater and the Manager(s) will always hold this fifty-one percent of the vote, no matter the equity ownership percentage of the members) except where the Act or this Operating Agreement require otherwise. In such case, the requirements of this Operating Agreement shall first be met and, if the requirements of the Act are inconsistent therewith or there are no other requirements under this Operating Agreement, the requirements of the Act shall supersede any inconsistent provision of this Operating Agreement.

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

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

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

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

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

6.6 Transactions Between the Company and the Members.

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

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

7.0 MEETING OF MEMBERS; VOTING.

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

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

(a) Any one or more Members holding at least twenty percent (20%) of Units having Voting Rights may call a meeting of the Members by giving notice of the time and place of the meeting at least forty-eight (48) hours prior to the time of the holding of the meeting. The notice need not specify the purpose of the meeting.

(b) A Majority in Interest of Members shall constitute a quorum for the transaction of business at any meeting of the Members.

(c) The transactions of the Members at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after call and notice if a quorum is present and if, either before or after the meeting, each Member entitled to vote who was not present signs a Written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting.

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

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

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

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

8.0 ALLOCATION OF NET INCOME AND NET LOSS.

8.1 Allocation of Net Income and Loss.

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

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

8.2 Allocation Among Members. In the event of a transfer of a Unit, the allocable share of the Net Income or Net Loss (in respect to the Unit or Units so transferred) as computed for federal income tax purposes may be allocated between the transferor and the transferee in accordance with the ratio that the number of days in the Company's Taxable Year before and after such transfer respectively bears to the total number of days in the Company's Taxable Year. In the alternative, if determined by the Board, certain amounts of such Company Net Income and Net Loss may be allocated between the transferor and the transferee on a monthly or other basis. Notwithstanding the foregoing, all allocations

between a transferee and transferor shall be determined using a method permissible under Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

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

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

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

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

9.0 DISTRIBUTIONS.

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

(a) All Distributions of Net Cash Flow from Operations may occur from time to time in the Manager's sole discretion, unless a specific action is taken to otherwise change any distribution action, by a Majority In Interest of the Members; provided, however, that the Manager(s) shall use reasonable efforts to make such Distributions at least annually. Net Cash Flow from Operations shall be distributed to the Members according to their Percentage Interests.

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

- (i) To the Members according to their respective Percentage Interests to the extent of their Net Investments; then
- (ii) The remainder shall be distributed to the Members according to their Percentage Interests.

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

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

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

9.4 Code Section 514(c)(9)(C) Member. Notwithstanding any other provision of this Operating Agreement to the contrary, whenever there is a Member in the Company that is a qualified organization within the meaning of Code Section 514(c)(9)(C), any allocation to said qualified organization member shall be made in accordance with the provisions of Code Section 514(c)(9)(E) and any Treasury Regulations promulgated thereunder. The President shall use his best discretion to comply with the provisions of Code Section 514(c)(9)(C) while honoring the economic relationship between the Members.

10.0 TAXES.

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

10.2 Tax Matters Partner. The designated Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code is as set forth in Section 2.51. Any Member designated as the Tax Matters Partner shall take such action as may be necessary to cause the Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated Tax Matters Partner may not take any action contemplated by Section 6221 through Section 6232 of the Code without the consent of the Majority in Interest of Members.

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

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

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

11.2 Purchase Price. The purchase price for the Former Member's Interest shall be the fair market value of such Membership Interest determined either by agreement between the parties, or as determined by The Managers, or be paid 100% of that Member's initial investment. The Managers, for The Company, will decide which of the above will take

place and any purchased shares must take place prior to the sale of the property to a third party. The Company, with approval of the Managers, will have the right to buy back Member's shares, if the Member or Member's authorized representative, trustee, or executor wish to sell Member's shares. Payment of such purchase price by the Company or each purchasing Remaining Member, as applicable, shall be evidenced by cash or terms, accompanied by a separate promissory note and shall be secured by a pledge of that portion of the Former Member's Interest purchased by the Company or such Remaining Member.

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

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

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

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

(b) Substitution of Members. An Assignee of a Membership Interest shall have the right to become a substituted Member only if (i) the requirements of this Section 11.5 are met, (ii) such Assignee executes an instrument satisfactory to the Board accepting and adopting the terms and provisions of this Operating Agreement, and (iii) such person pays any reasonable expenses in connection with such substituted Member's admission as a new Member. The admission of an Assignee as a substituted Member shall not result in the release of the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

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

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

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

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

- (i) The transferee shall have no right to vote or participate in the management of the business, property, and affairs of the Company, or to exercise any rights of or to become a Member; and
- (ii) Such transferee shall be an Assignee and thereafter shall only receive the allocation of the Company's Net Income and Net Loss and shall receive those Distributions to which the transferor of such Economic Interest would otherwise be entitled under this Operating Agreement.
- (iii) Notwithstanding the foregoing provisions of this Section 11.5(f), if, in the determination of the, a transfer in violation of this Section 11.5 would cause the termination of the Company under the Code, result in a violation of federal and state securities law, or violate the Act, in the sole discretion of the Board, the transfer shall be null and void ab initio, and the purported transferee shall not become either a Member or an Assignee.

11.6 Purchase of Remaining Rights.

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

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

12.0 TERMINATION, DISSOLUTION AND LIQUIDATION.

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

- (a) Written Consent. Upon the Written consent of a Majority in Interest of the Managers.
- (b) Dissolution, Bankruptcy, Receivership or Cessation to Exist of Member. Upon the death, bankruptcy, dissolution of a Member, or the occurrence of any other event which terminates the continued Membership of a Member, and an election of the Remaining Members to dissolve the Company pursuant to Section 11.1.
- (c) Expiration. Upon the expiration of the term, if any, provided in Section 3.4.
- (d) State Law. Upon the occurrence of an event specified under the Act as one effecting dissolution (except as otherwise provided in this Operating Agreement).
- (e) Liquidation Sale. Upon the Liquidation Sale or other disposition of all or substantially all of the Property of the Company and the Company's receipt of the consideration, in cash or cash equivalent, due it in connection with such sale or other disposition.

12.2 Liquidation Distributions. Upon the occurrence of any of the foregoing events, the President or the Person winding up the affairs of the Company shall promptly proceed to

the liquidation of the Company and, in settling the accounts of the Company, the Property of the Company shall be distributed in the following order of priority:

- (a) Outside Creditors. To creditors of the Company holding valid claims against the Company in order of priority as provided by law.
- (b) Reserve. To the establishment of any reserves deemed necessary by the Person winding up the affairs of the Company for any contingent liabilities or obligations of the Company.
- (c) Loans of the Members. To the Members in repayment of any unpaid accrued interest on and principal of loans they have made to the Company.
- (d) Capital Accounts. To each Member the amount of such Member's Capital Account; provided, that if the available Property has a value less than the total of all Members' Capital Accounts, then to all Members, pro rata, in proportion to their positive Capital Accounts.
- (e) Percentage Interest. To the Members, pro rata, in proportion to their Percentage Interests; provided, however, if any Member has a negative Capital Account balance, the Members' distributive shares shall be calculated as follows:
 - (i) Each Member shall be entitled to assets having a value equal to the "aggregate total" multiplied by the Member's Percentage Interest in the Company, reduced by that Member's negative Capital Account balance, if any.
 - (ii) The "aggregate total" shall be the value of all Company assets not distributed pursuant to Sections 12.1(a) through 12.1(c) plus the total of all Members' negative Capital Account balances.
 - (iii) Notwithstanding the foregoing,
 - (A) If this formula generates a negative amount for one or more Members, that Member or those Members shall receive nothing, and the distributive shares of the Members entitled to a Distribution shall be reduced on a pro rata basis; and
 - (B) Except for the adjustment required under this Section 12.0, no Member shall be required to restore a negative Capital Account or to otherwise reimburse the Company or other Members therefore

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

12.4 Special Rules for Distribution. Notwithstanding any other provision of this Operating Agreement, upon the liquidation of the Company, the Capital Accounts of all Members shall be increased or decreased to reflect a revaluation of all assets of the Company on its books and records in accordance with the requirements of Treas. Reg. Section 1.704-1(b)(2)(iv)(f) or any successor regulatory or statutory provision as of the date that the event occurs causing the Company to be terminated and dissolved in accordance with the provisions of Section 12.1 of this Operating Agreement and the Capital Accounts, as adjusted, shall be utilized by the Company for the purpose of making Distributions to those Members with positive balances in their respective Capital Accounts pursuant to Section 12.2(d) of this Operating Agreement. In making such Distributions, the Company shall distribute all funds available for distribution to the Members (after establishing any reserves as deemed reasonably necessary pursuant to Section 12.2(b) of this Operating Agreement prior to the later of (1) the end of the Taxable Year in which the event occurs which caused the termination and dissolution of the Company pursuant to Section 12.1 of this Operating Agreement, or ninety (90) days after the occurrence of such event.

13.0 AMENDMENT TO ARTICLES OF FORMATION.

13.1 Amendment. The Articles shall be amended by the President without consent of the Members whenever:

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

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

14.0 ACCOUNTING.

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

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

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

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

15.0 POWER OF ATTORNEY.

NAN_000537

JA_002649

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

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

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

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

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

16.0 RESTRICTIONS ON AMENDMENT OF OPERATING AGREEMENT. Section 2.27 shall not be amended except as permitted under the Act. Except as otherwise provided in this Operating Agreement, this Operating Agreement may be amended upon the Written consent or affirmative Vote of a Majority in Interest (51% of all members votes or greater) of Members. The President shall amend Exhibit "A" of this Operating Agreement from time to time as required by this Operating Agreement without the necessity of action of the Members. Except as otherwise provided herein, no amendment, however, shall be made in the following matters, without the consent of any Member affected thereby:

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

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

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

16.4 Economics. Except as otherwise provided in this Operating Agreement, to amend Sections 8.0 and 9.0 on the economics of this Operating Agreement other than an amendment affecting all Members within a class affected by such amendment.

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

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

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

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

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

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

purchase of such Member's Units and can bear the economic risk of such Member's proposed investment, including the loss of the entire amount of the investment.

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

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

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

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

17.9 Exemption. Each Member understands that this offer and sale is being made by the Company in reliance upon the exemption from Federal and Nevada registration requirements provided by Section 4(2) of the Securities Act of 1933 and Nevada Corporations Code Section 25102(f); and the regulations promulgated thereunder, as amended.

NAN_000540

JA_002652

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

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

17.12 Profit Distribution. Members will earn a fifteen percent preferred return on their capital investment on a first-money out treatment. In other words, no profits will be earned by any of the Members or Managers until all of the equity invested, plus accrued preferred interest, is paid to the Members as a first priority. Subsequently, the Managers will then earn fifty percent of all profits, over and above the initial preferred return paid to the Members and after all of the invested equity has been returned to all Members. The remaining fifty percent of profits will then be distributed evenly amongst the existing members as per their ownership percentage interests within The Company.

18.0 MISCELLANEOUS.

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

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

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

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

18.5 Gender. The masculine, feminine, or neuter gender shall each be deemed to include the other, where necessary, to give a logical, consistent, or equitable meaning to a specific provision. The plural shall be deemed to include the singular number, and vice versa.

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

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

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

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

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

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

18.12 Governing Law And Venue. All questions concerning this Agreement, its construction, and the rights and liabilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Nevada as applied to contracts which are executed and performed entirely within the State. For purposes of this Agreement each of the parties hereto consents to the personal jurisdiction of any federal or state court located in the County of Clark, State of Nevada, with subject matter jurisdiction, and agrees that such courts in Clark County shall have the exclusive venue over such proceeding. The parties hereto also agree not to raise any claim or argument that such

court is an inconvenient forum with respect to the adjudication of such proceeding, or that another court is more appropriate.

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

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

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

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

"Manager"



Carlos Huerta on behalf of Go Global, Inc.

"Manager"



Sigmund Rogich

NAN_000543

JA_002655

Exhibit A

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

"MEMBERS"

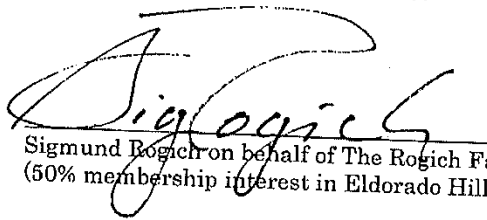
The members, Go Global, Inc., and The Rogich Family Irrevocable Trust will each hold their operating addresses as: 3980 Howard Hughes Pkwy, Suite 550, Las Vegas, NV 89109, and will each retain 50.00% of all Membership Rights, Equity, and Interests within The Company, but, unless amended, Go Global, Inc., and The Rogich Family Irrevocable Trust have each been given the authority to act as, and in place of, the Members for any and all contractual matters. Go Global, Inc., or The Rogich Family Irrevocable Trust may bind the Company in all matters, signatures of both are unnecessary.

"MANAGER & MEMBER"
Go Global, Inc.



Carlos Huerta on behalf of Go Global, Inc.
(50% membership interest in Eldorado Hills, LLC)

"MEMBER"
The Rogich Family Irrevocable Trust



Sigmund Rogich on behalf of The Rogich Family Irrevocable Trust
(50% membership interest in Eldorado Hills, LLC)

NAN_000544

JA_002656

EXHIBIT 3

EXHIBIT 3

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS, LLC'S OPPOSITION TO ELIADES DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT**

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 NANYAH VEGAS, LLC'S OPPOSITION TO ELIADES DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT ("Opposition"), to which this affidavit is attached as Exhibit 3.

4. Exhibit 2 to the Opposition is a true and correct copy of Eldorado's Operating Agreement.

5. Exhibit 4 to the Opposition are true and correct excerpts of Carlos Huerta's Deposition transcript dated April 30, 2014.

6. Exhibit 5 to the Opposition are true and correct excerpts of Sigmund Rogich's Deposition transcript dated May 24, 2018.

7. Exhibit 6 to the Opposition are true and correct excerpts of Melissa Olivas' Deposition transcript dated May 2, 2018.

8. Exhibit 8 to the Opposition is a true and correct copy of Eldorado's bank statement dated December 31, 2007.

9. Exhibit 9 to the Opposition is a true and correct copy of Eldorado's Capital Account Detail.

10. Exhibit 10 to the Opposition is a true and correct copy of the October 30,

1 2008 Purchase Agreement entered into between Go Global, Inc., and the Rogich Trust.

2 11. Exhibit 11 to the Opposition is a true and correct copy of the Membership
3 Interest Purchase Agreement entered into with Teld.

4 12. Exhibit 12 to the Opposition is a true and correct copy of the Amended
5 and Restated Operating Agreement of Eldorado Hills, LLC.

6 13. Exhibit ____ to the Opposition are true and correct copies of Peter
7 Eliades's August 10, 2012 check payable to the Roghi Trust and the Rogich Trust's
8 August 15, 2012 check payable to Peter Eliades in the amount of \$682,080.00.

9 14. Exhibit 14 to the Opposition is a true and correct copy of January 1, 2012
10 Membership Interest Assignment Agreement.

11 15. Exhibit 15 to the Opposition are true and correct excerpts of Yoav
12 Harlap's Deposition transcript dated October 11, 2017.

13 16. Exhibit 17 to the Opposition are true and correct excerpts of Peter Eliades
14 Deposition transcript dated May 25, 2018.

15 17. Exhibit 18 to the Opposition is a true and correct copy of Elorado's First
16 Amended Operating Agreement.

17 18. Exhibit 19 to the Opposition is a true and correct copy of Peter Eliades
18 Enterprise General Journal Transaction dated August 21, 2012.

19 19. Exhibit 20 to the Opposition is a true and correct copy of Nanyah's
20 January 4, 2014 NRCP 16.1 Disclosure.

21 20. Exhibit 21 to the Opposition are true and correct excerpts Dolores Eliades
22 Deposition transcript dated June 15, 2018.

23 21. Exhibit 22 to the Opposition is a true and correct copy of the February 12,
24 2016 Order of Reversal and Remand.

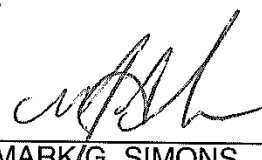
25 22. Exhibit 23 to the Opposition are true and correct excerpts of Nanyah's
26 April 9, 2018, Supplement to Second Amended Answers to Defendants' First Set of
27 Interrogatories.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 19th day of June, 2018.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 19th day of June, 2018 by
Mark G. Simons at Reno, Nevada.



NOTARY PUBLIC

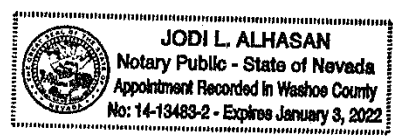


EXHIBIT 4

EXHIBIT 4

1		
2		
3	CARLOS A. HUERTA, an)
4	individual; CARLOS A.)
5	HUERTA as Trustee of THE)
6	ALEXANDER CHRISTOPHER)
7	TRUST, a Trust established)
8	in Nevada as assignee of)
9	interests of GO GLOBAL,)
10	INC., a Nevada corporation;)
11	NANYAH VEGAS, LLC, a Nevada)
12	limited liability company,)
13)
14	Plaintiffs,)
15)
16	vs.)
17)
18	SIG ROGICH aka SIGMUND)
19	ROGICH as Trustee of the)
20	Rogich Family Irrevocable)
21	Trust; ELDORADO HILLS, LLC,)
22	a Nevada limited liability)
23	company; DOES I-X; and/or)
24	ROE CORPORATIONS I-X,)
25	inclusive,)
)
	Defendants.)

	ELDORADO HILLS, LLC,)
	a Nevada Limited liability)
	company,)
)
	Defendant/Counterclaimants)
)
	vs.)
)
	CARLOS A. HUERTA, an)
	Individual, CARLOS A. HUERTA)
	as Trustee of THE ALEXANDER)
	CHRISTOPHER TRUST, a Trust)
	established in Nevada as)
	assignee of interests of)
	GO GLOBAL, INC., a Nevada)
	corporation,)
)
	Plaintiffs/Counterdefendants)

	Reported by: Marilyn Speciale, CRR, RPR, CCR #749	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DEPOSITION OF CARLOS A. HUERTA
Taken on Wednesday, April 30, 2014
At 9:33 a.m.
At 300 South Fourth Street
Suite 1700
Las Vegas, Nevada

Reported by: Marilyn Speciale, CRR, RPR, CCR #749
Job No. 9511

1 APPEARANCES:

2

3 For the Plaintiffs:

4

BRANDON B. McDONALD, ESQ.
McDonald Law Offices, PLLC
2850 West Horizon Ridge Parkway
Suite 200
Henderson, Nevada 89052
(702) 385-7411

5

6

7

8

9 For the Defendants:

10

SAMUEL S. LIONEL, ESQ.
STEVEN ANDERSON, ESQ.
Lionel Sawyer & Collins
300 South Fourth Street
Suite 1700
Las Vegas, Nevada 89101
(702) 383-8888

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

INDEX TO EXAMINATION

Witness: CARLOS A. HUERTA
BY MR. LIONEL

Page
5

INDEX TO EXHIBITS

Number	Description	Page
B	First Amended Complaint, Bates Nos. SR002000 through SR002020	9
C	Assignment of Contract, Bates No. SR002021	19
D	Nevada State Bank Statement, Bates Nos. SR002022 through SR002023	82
E	Nevada State Bank Statement, Bates Nos. SR002024 through SR002026	85
F	Nevada State Bank Statement, Bates No. SR002027	87
G	Nevada State Bank Statement of Accounts Consisting of 2 Pages	89
H	E-Mail from Carlos Huerta to Melissa Olivas, Dated 10/24/2008, Bates Nos. SR002047 through SR002048	92
I	E-mail from Carlos Huerta to Kenneth Woloson, Dated 10/25/2008, Bates No. SR002049	93

1 us.

2 Q. As manager, what were your duties generally?

3 A. Of Eldorado Hills?

4 Q. Yes.

5 A. Raise capital, manage the asset that was 160
6 acres and 89 -- plus/minus an 89,000 square-foot
7 warehouse facility, collect rent from tenants.

8 We had two other buildings on the property.
9 One was the clubhouse for a gun club, which I believe is
10 still functioning there, and begin the -- what we
11 started to do was market the property, and I was greatly
12 responsible for marketing the property for sale, and
13 also along with that we were working on an assemblage to
14 join our land with our neighbor's land and do a master
15 plan, planning of the entire what would have been 300
16 acres or so and trying to do it in a responsible fashion
17 with the expansion of the 95 -- 93/95 and an interchange
18 that they had planned there. I believe it was the
19 Nevada Department of Transportation.

20 So my roles were very involved, very vast, and
21 I wore multiple hats for Eldorado Hills.

22 Q. Were you also involved with respect to the
23 filing of tax returns for Eldorado?

24 A. Yes.

25 Q. And that would be for the years 2006, 2007.

1 Is that correct?

2 A. Yes.

3 Q. Maybe -- perhaps I should ask you, did you
4 have anything to do with the 2008 return?

5 A. I don't think so.

6 Q. And in doing -- getting involved with the tax
7 returns for Eldorado, did you work with Mr. Brent
8 Barlow?

9 A. Yes.

10 Q. He was a partner of L.L. Bradford?

11 A. He worked with or at L.L. Bradford & Company.
12 I can't say whether he was a partner or not.

13 Q. But did you work with him with respect to the
14 returns?

15 A. I did.

16 Q. Is he now your CPA?

17 A. Yes.

18 Q. And does your tax returns?

19 A. Yes.

20 Q. Now, I'm going to show you a copy of the first
21 amended complaint which will be marked as Exhibit B
22 which has -- you're familiar with that complaint?

23 A. Yes, sir.

24 Q. And affixed to that complaint as an exhibit --
25 I believe it's Exhibit 1 -- is the agreement that was

1 A. He was one of the investors. His plan was
2 just to buy them out, and he was one of the four, not
3 including Go Global.

4 Q. What was said about Nanyah Vegas specifically?

5 A. That he would pay them the amount that they
6 invested.

7 Q. He said that about Nanyah?

8 A. Yes.

9 Q. Did he know about Nanyah before October 2008?

10 A. Yes.

11 Q. Tell me how he knew about it.

12 A. Sig Rogich was a comanager of Eldorado Hills,
13 LLC. All right? He is the one that actually came up
14 with the idea to buy the property. Sig was intimately
15 involved in the management of Eldorado Hills, LLC. Sig
16 Rogich was a coborrower on about a \$20 million loan.
17 One, I think, with maybe 18 million with Alliance
18 Mortgage, and then we refinanced that with ANB
19 Financial. Sig was a coborrower on both.

20 Sig knew of all the capital that was involved
21 with Eldorado Hills and how much we needed, how much the
22 monthly payments to those lenders was.

23 The ANB Financial one was over \$170,000 a
24 month. He made some payments towards that. So being
25 that it was a lot of money that was involved, he knew

1 well aware of the financial situation of Eldorado Hills,
2 LLC. I had an office in his suite at Howard Hughes
3 Parkway. We would interact regularly except maybe when
4 he was on a trip or I was on a trip, regularly. We
5 would run into each other.

6 Sometimes we would have wine in his office.
7 We would talk about business almost all the time,
8 sometimes about Ohio State football. He liked Ted Ginn.
9 He liked Ohio State football, but for the most part, we
10 talked about business.

11 When we talked about business, he was aware
12 that there was a shortfall. Go Global had advanced it.
13 Eldorado Hills owed it.

14 Q. Are you finished?

15 A. I think so.

16 Q. I didn't hear Nanyah Vegas in what you just
17 said.

18 A. Because you asked me a question about did
19 Mr. Rogich know about the money that was in Eldorado
20 Hills, LLC. I already had answered the Nanyah part when
21 we talked about the other investors. I talked to
22 Mr. Rogich specifically about all the investors.
23 They're not only mentioned in Exhibit 1, they're also
24 mentioned in the documents with TELD and Flangas and
25 Eliades. So it's pretty clear in my opinion that Nanyah

1 Ms. Sanchez.

2 We discussed this agreement several times,
3 reviewed different drafts, discussed it. Nanyah Vegas
4 was an integral part of this agreement. I wanted to
5 make sure that all the investors showed up on the
6 agreement.

7 Even though at that time Mr. Rogich and I had
8 put a company together and we had made \$30 million
9 together, I trusted Mr. Rogich that he would honor what
10 he told me, but I put it in the agreement just in case
11 something happened to Mr. Rogich and his trust or
12 anybody else would be responsible to pay these guys.
13 And so we put them in the agreement, and Mr. Woloson and
14 I discussed all the different members.

15 At this point time, we didn't include Dunlap
16 and Rietz because I believe Rogich had already paid
17 them, and they accepted par value for what they had
18 invested, and they were out. So we didn't include them
19 in this agreement, but we discussed all the other
20 members, including Nanyah Vegas, who we now know is Yoav
21 Harlap.

22 Q. After you got the money from Mr. Harlap in
23 December of 2007, did you tell Mr. Rogich that you got
24 that money?

25 A. I did.

1 Canamex Nevada, LLC, had now been transferred into
2 Eldorado Hills, LLC's checking account.

3 Q. That was the day after you got it, you say?

4 A. It would have been the day of or the day
5 after, and it could have been telephonically. It could
6 have been at the office that I had an office at with
7 Mr. Rogich. I don't remember.

8 Q. You told him the money was -- had come into
9 Canamex?

10 A. Canamex, uh-huh.

11 Q. You told him that?

12 A. Yes.

13 Q. And that the money had been transferred to
14 Eldorado?

15 A. Correct, which it was.

16 Q. And you had done that?

17 A. Right.

18 Q. As soon as it came in?

19 A. I believe so, yes.

20 Q. The same day?

21 A. Or the day after.

22 Q. And you told him that, and what did he say?

23 A. "Good job. Great. Let's keep going."

24 Q. And you told him the money was for what?

25 A. It was a capital contribution to Eldorado

1 Hills, LLC.

2 Q. From whom?

3 A. At that point, it became Nanyah Vegas. It
4 wasn't just Yoav Harlap.

5 Q. Was it formed at that time?

6 A. Nanyah Vegas?

7 Q. Yes.

8 A. I believe so, yes.

9 Q. And you told him it was from Nanyah Vegas?

10 A. I believe so.

11 Q. For a capital contribution to --

12 A. Eldorado Hills.

13 Q. -- Eldorado Hills?

14 A. Correct.

15 Q. And he said "good" or something to that
16 effect?

17 A. Yeah. I just brought in a million and a half
18 dollars. It's a pretty good day.

19 Q. What else did you tell him?

20 A. I think that was all I told him, Mr. Lionel.

21 Q. Did you have any conversation -- further
22 conversation with him about that million and a half?

23 A. I believe it was mentioned in my previous
24 response. The million and a half just didn't come in as
25 a surprise. It didn't just arrive into our bank account

1 \$1,500,000. That's the same exact amount that was
2 deposited in December of 2007 into the Eldorado Hills,
3 LLC, bank account.

4 So we called them potential claimants here.
5 They should have really been a member, but then we also
6 mentioned them again in the agreements with Eliades that
7 were signed in October of 2008. So there are documents
8 that state that he had money owed to him, or he was a
9 member. He should have had an investment right or
10 investment interest. What we call it now I don't know,
11 but certainly a million and a half was sent from
12 Mr. Harlap on behalf of his entity, Nanyah Vegas, LLC,
13 and Eldorado Hills, LLC, received that \$1,500,000.

14 So there's three documents I've mentioned to
15 you now. What they say specifically, I don't have one
16 of them, so I can't specifically answer your question.

17 Q. Are you sure that that interest for the
18 million and a half was not in the name of Canamex?

19 MR. McDONALD: Object to the form.

20 A. Yes, because we would have put Canamex Nevada
21 as the potential claimant on these agreements. So
22 because Canamex Nevada never really took off as I
23 described, we never merged with the Giroux property, and
24 we didn't go into the larger entity, we left everything
25 in Eldorado Hills, LLC, so Nanyah Vegas' interests just

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 I, Marilyn L. Speciale, a duly certified court
6 reporter licensed in and for the State of Nevada, do
7 hereby certify:

8 That I reported the taking of the deposition
9 of the witness, CARLOS A. HUERTA, at the time and place
10 aforesaid;

11 That prior to being examined, the witness was
12 by me duly sworn to testify to the truth, the whole
13 truth, and nothing but the truth;

14 That I thereafter transcribed my shorthand
15 notes into typewriting and that the typewritten
16 transcript of said deposition is a complete, true and
17 accurate record of testimony provided by the witness at
18 said time to the best of my ability.

19 I further certify (1) that I am not a
20 relative, employee or independent contractor of counsel
21 of any of the parties; nor a relative, employee or
22 independent contractor of the parties involved in said
23 action; nor a person financially interested in the
24 action; nor do I have any other relationship with any of
25 the parties or with counsel of any of the parties
involved in the action that may reasonably cause my
impartiality to be questioned; and (2) that transcript
review pursuant to NRCP 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my
hand in the County of Clark, State of Nevada, this 10th
day of May, 2014.

MARILYN L. SPECIALE, CRR, RPR, CCR#749

EXHIBIT 5

EXHIBIT 5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

Plaintiffs,

vs.

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

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family
Irrevocable Trust; ELDORADO
HILLS, LLC; et al.,

Defendants.

AND ALL RELATED MATTERS

DEPOSITION OF
SIGMUND ROGICH
Las Vegas, Nevada

May 24, 2018

9:57 a.m.

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 470878

1	INDEX		Page 3
2			
3	SIGMUND ROGICH		
4	Examination by Mr. Simons		5
5			
6	* * * * *		
7			
8	EXHIBITS		
9	No.	Description	Page
10	Exhibit 54	Purchase Agreement	59
11	Exhibit 55	Business Purpose Affidavit	76
12	Exhibit 56	Exhibit A	95
13	Exhibit 57	Operating agreement	97
14	Exhibit 58	Eldorado Hills, LLC	101
15		, Existing Loan and Project	
16	Exhibit 59	Complaint	171
17	Exhibit 60	Defendants' First Amended	171
18		Answer to Complaint	
19	Exhibit 61	Declaration of Sigmund	180
20		Rogich	
21	* * * * *		
22			
23			
24			
25			

1 Deposition of SIGMUND ROGICH, Volume 1,
2 taken at 3770 Howard Hughes Parkway, Suite 300, Las
3 Vegas, Nevada, on Thursday, May 24, 2018, at 9:57
4 a.m., before Heidi K. Konsten, Certified Court
5 Reporter in and for the State of Nevada.
6

7 APPEARANCES OF COUNSEL

8 For the Plaintiff Nanyah Vegas, LLC:

9 MARK G. SIMONS, ESQ.
10 Simons Law, PC
6490 South McCarran Boulevard
11 #20
Reno, Nevada 89509
12 (775) 785-0088
(775) 785-0087 Fax
mark@mgsimonslaw.com
13

14 For the Defendant Sigmund Rogich:

15 SAMUEL S. LIONEL, ESQ.
Fennemore Craig
300 South Fourth Street
16 Suite 1400
Las Vegas, Nevada 89101
17 (702) 692-8000
(702) 692-8099 Fax
18

19 For the Defendant Peter Eliadas:

20 JOSEPH A. LIEBMAN, ESQ.
Bailey Kennedy
8984 Spanish Ridge Avenue
21 Las Vegas, Nevada 89148
(702) 562-8820
22 (702) 562-8821 Fax
jliebman@baileykennedy.com
23

24 Also present: Melissa Olivas

25 * * * * *

1 A Roughly 50 percent of it.

2 Q And that was at the initiation?

3 A Yes.

4 Q Okay. And you owned the interest
5 through the Rogich Irrevocable Trust?

6 A I believe so.

7 Q Okay. And who owned the other
8 30 percent interest?

9 A Carlos.

10 Q Through his entity Eldorado Hills? Or,
11 excuse me, his entity Go Global?

12 A Yes.

13 Q Okay. Now, who was responsible for
14 running the -- or managing the affairs of Eldorado
15 Hills when it was formed?

16 A Carlos.

17 Q What were his responsibilities?

18 A Everything: Hiring, firing, paying the
19 bills, taking money in.

20 Q Soliciting investors?

21 A Yes, to some degree. I did -- I did a
22 lot of that, too.

23 Q So you both would solicit investors?

24 A Primarily me.

25 Q Okay. Who invested through you into

1 in Pahrump valley with a -- where the whorehouse
2 sits today. So they're -- they're landlords in a
3 partnership with the owner of that brothel, he and
4 Carlos. And he invested money in Eldorado Hills
5 through Carlos.

6 Q So did Carlos have the authority to
7 solicit Mr. Feingold's investment into Eldorado
8 Hills, LLC?

9 A Sure.

10 Q And you understood he had that
11 authority?

12 A Yes.

13 Q And you intended for him to have that
14 authority?

15 A He brought an investor in, yes.

16 Q Did you intend for him to have that
17 authority?

18 A I guess so.

19 Q Okay.

20 MR. LIONEL: Don't guess.

21 THE WITNESS: Yes.

22 BY MR. SIMONS:

23 Q So let's talk about Mr. Feingold's
24 investment into Eldorado Hills.

25 What did you understand about that

1 Q Have you ever seen this document before?

2 A No.

3 Q Are you sure?

4 A I'm sure.

5 Q Okay. It is the Eldorado Hills, LLC,
6 bank statement with Nevada State Bank.

7 Do you see that?

8 A Okay.

9 Q Who was responsible for maintaining the
10 bank accounts for Eldorado Hills, LLC?

11 A Carlos.

12 Q Okay. Did Carlos have the authority to
13 set up this bank account?

14 A Yes.

15 Q Did Carlos have the authority to deposit
16 funds in this bank account?

17 A Yes.

18 Q Did Carlos have the authority to
19 withdraw funds from this bank account?

20 A Evidently.

21 Q Was that your understanding, that that
22 was his responsibility as a manager for Eldorado
23 Hills, LLC?

24 A That's what he did.

25 Q Okay. And did he have your authority to

1 A Yes.

2 Q And where \$2.8 million comes into the
3 company?

4 A Yes.

5 Q What was that about?

6 A I don't know.

7 Q You don't remember a refinancing
8 occurring?

9 MR. LIONEL: Asked and answered.

10 THE WITNESS: No.

11 BY MR. SIMONS:

12 Q Well, who -- you see that you did
13 receive some money after that as distributions?

14 A Yes.

15 Q Okay. Did Carlos Huerta have the
16 authority to obtain the refinancing?

17 A You have already asked me that, and the
18 agreement says yes.

19 (Exhibit No. 55 was marked.)

20 BY MR. SIMONS:

21 Q I'm going to give you Exhibit 55.

22 Now, do you see on the bottom right-hand
23 corner --

24 A Yes.

25 Q -- there's some stamp that says RT 583?

1 transfer moneys from Eldorado Hills' general
2 checking account into a money market account?

3 A I don't know all of his authority, to be
4 honest with you. So he managed it. He controlled
5 the books. He controlled everything that went on,
6 so I don't know what he did.

7 Q Okay. Let's look down at the very last
8 entry. June 19, 2007, Go Global contributes
9 \$2.23 million to cover the Antonio Nevada payment.

10 Do you see that?

11 A Right. Yes.

12 Q Okay. Next page, you see the next day,
13 there's a payment made to Antonio Nevada of
14 \$2.23 million?

15 A Yes.

16 Q And then do you see there
17 September 21st --

18 A Yes.

19 Q -- you, the Rogich Family Trust,
20 contribute \$778,000?

21 A Yes.

22 Q And then immediately that money is --
23 770,000 are paid to Antonio Nevada?

24 A Yes.

25 Q And that's to pay off Antonio Nevada's

1 Exhibit A?

2 A That's correct.

3 Q Okay. So let's look at Exhibit A.

4 A Okay.

5 Q Exhibit A identifies as one of them

6 Nanyah Vegas, LLC --

7 A Yes.

8 Q -- for 1.5 million?

9 A Right.

10 Q All right. What steps did you take to
11 work with Nanyah Vegas, LLC, to resolve its
12 investment in Eldorado Hills?

13 A None. They didn't have any investment
14 in Eldorado Hills. That's why I signed this.

15 Q Well, let's do this. Just answer the
16 question.

17 What steps did you take with Nanyah
18 Vegas, LLC --

19 A There were no steps to take.

20 Q Okay. No steps to take.

21 And tell me why?

22 A They were not investors.

23 Q Not investors.

24 A I didn't know what Nanyah Vegas meant at
25 the time.

1 Q Go back to Exhibit D.

2 A Okay.

3 Q Do you have Exhibit D?

4 A Yeah.

5 Q Okay. Do you see where it says that you
6 are confirming that certain amounts have been
7 advanced --

8 A Yes.

9 Q -- to or on behalf of the company by
10 third parties --

11 A Yes.

12 Q -- referenced in Section 8 of the
13 agreement; right?

14 A Okay.

15 Q Okay. So let's go to Section 8 of the
16 agreement.

17 MR. LIONEL: There's nothing in there
18 which shows amounts.

19 MR. SIMONS: Mr. Lionel, are you trying
20 to instruct the witness how to answer?

21 MR. LIONEL: No.

22 THE WITNESS: Where is Section A?

23 MR. LIONEL: Don't do that.

24 THE WITNESS: I don't know where that
25 is.

1 MR. LIONEL: I objected, because you
2 said it shows amounts, and Section 8 doesn't.

3 BY MR. SIMONS:

4 Q Okay. That page will be 556.

5 Are you there?

6 A Okay.

7 Q Are you there?

8 A Yes.

9 Q Okay. Are your initials on that page,
10 as well?

11 A Yes.

12 Q Okay. Let's look at 8C. It says,
13 "Seller."

14 And, again, that's you; right?

15 A Yes.

16 Q That you shall defend, indemnify, and
17 hold the buyer harmless --

18 A Yes.

19 Q -- from any and all the claims of
20 Eddyline Investments, Ray Family Trust, Nanyah
21 Vegas, LLC, and Antonio Nevada, LLC --

22 A Yes.

23 Q -- quote, "Each of whom invested or
24 otherwise advanced the funds, plus certain
25 possible claimed accrued interest," close quote.

1 until this last few months.

2 Q Until this lawsuit?

3 A Which is the last few months. The only
4 communication I had with Nanyah was when we met
5 with you and with Sam and Melissa and Carlos in
6 Sam's office.

7 Q So when you did your transaction with
8 Pete Eliadas in late 2012, is it fair to say you
9 never advised my client of that transaction?

10 A Why would I?

11 Q That's not the question.

12 You never informed him, did you?

13 A But why would I?

14 Q Because under these contracts, there's
15 legal theories that you are obligated to inform
16 him.

17 A I disagree.

18 MR. LIEBMAN: Object as to form.

19 BY MR. SIMONS:

20 Q Okay. So when you filed your answer in
21 this case and you said you never communicated with
22 Nanyah, that was a true statement; right?

23 A Yes.

24 (Exhibit Nos. 59 & 60 were
25 marked.)

1 Q Are you familiar with the -- what are
2 called fiduciary duties?

3 A Yes.

4 Q What is your understanding of a
5 fiduciary duty?

6 A To pay respective fees and -- that are
7 needed to run a company. To not take money for
8 your -- for yourself if it doesn't belong to you.
9 To handle the company with integrity.

10 Q Any duties with regard to communication?

11 A As needed.

12 Q Communicate with who?

13 A The owners, partners, investors.

14 Q So what's the responsibility or the duty
15 that you believe exists with regards to investors,
16 partners, or owners in a venture?

17 A To communicate with them.

18 MR. LIONEL: Object to the form of the
19 question. It's also irrelevant.

20 BY MR. SIMONS:

21 Q To advise the owners, partners, or
22 investors of financial activities relating to the
23 company?

24 A Yes.

25 Q Communicate with the owners, partners,

1 investors with regard to events that may impact
2 their ownership or investment?

3 A Yes.

4 Q When did you tell Peter Eliadas about
5 Nanyah's investments?

6 MR. LIONEL: Foundation.

7 BY MR. SIMONS:

8 Q Excuse me. Nanyah Vegas, LLC.

9 MR. LIONEL: Objection. Lacks
10 foundation.

11 MR. SIMONS: What lacks foundation?
12 What lacks foundation on that?

13 MR. LIONEL: Show when this was supposed
14 to have happened, what happened, that they even
15 talked to anybody.

16 THE WITNESS: I never discussed it with
17 him.

18 BY MR. SIMONS:

19 Q Because you understand in the membership
20 interest purchase agreement that we went over
21 earlier today --

22 A Yes.

23 Q -- it calls out that you'll be
24 responsible for any of the amounts that you
25 confirmed on Exhibit D were invested in or on

CERTIFICATE OF COURT REPORTER

Page 213

STATE OF NEVADA)
COUNTY OF CLARK) ss:

I, Heidi K. Konsten, Certified Court Reporter
licensed by the State of Nevada, do hereby certify
that I reported the deposition of SIGMUND ROGICH,
commencing on May 24, 2018, at 9:57 a.m.

Prior to being deposed, the witness was duly
sworn by me to testify to the truth. I thereafter
transcribed my said stenographic notes via
computer-aided transcription into written form,
and that the transcript is a complete, true and
accurate transcription and that a request was made
for a review of the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or
any party involved in the proceeding, nor a person
financially interested in the proceeding, nor do I
have any other relationship that may reasonably
cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada,
this May 6, 2018.

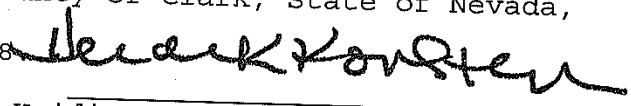

Heidi K. Konsten, RPR, CCR No. 845

EXHIBIT 6

EXHIBIT 6

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.)

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

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

Defendants.)

DEPOSITION OF
MELISSA OLIVAS

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

WEDNESDAY, MAY 2, 2018
AT 9:02 A.M.

Plaintiff,)

3770 HOWARD HUGHES PARKWAY
SUITE 300
LAS VEGAS, NEVADA

vs.)

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

CONSOLIDATED WITH:
CASE NO.: A-16-746329-C

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 467925

1 * * * * *
IMITATIONS, LLC, a Nevada)
2 limited liability company;)
DOES I-X; and/or ROE)
3 CORPORATIONS I-X,)
inclusive,)
4)
Defendants.)
5)

10 DEPOSITION OF MELISSA OLIVAS

11 WEDNESDAY, MAY 2, 2018

12 AT 9:02 A.M.

13 3770 HOWARD HUGHES PARKWAY, SUITE 300

14 LAS VEGAS, NEVADA

24 REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
25 JOB NO. 467925

1 DEPOSITION OF MELISSA OLIVAS,
2 taken at 3770 Howard Hughes Parkway, Suite 300,
3 Las Vegas, Nevada, on WEDNESDAY, MAY 2, 2018, at
4 9:02 a.m., before Michelle R. Ferreyra, Certified Court
5 Reporter, in and for the State of Nevada.

6 APPEARANCES:

7 For Plaintiff Nanyah Vegas, Inc.:

8 SIMONS LAW PC
9 BY: MARK G. SIMONS, ESQ.
6490 S. McCarran Boulevard
Reno, NV 89509
10 (775) 785-0088
11 (775) 785-0087 Fax
mark@mgsimonslaw.com

12
13 For Sig Rogich, aka Sigmund Rogich as Trustee of the
Rogich Family Irrevocable Trust, Eldorado Hills, LLC:

14 FENEMORE CRAIG
15 BY: SAMUEL S. LIONEL, ESQ.
300 South Fourth Street
#1400
16 Las Vegas, NV 89101
17 (702) 791-8251
(702) 791-8252 Fax
slionel@fclaw.com

18
19 For Defendants Teld, LLC and The Eliades Survivor Trust
cf 10/30/08:

20
21 BAILEY KENNEDY, LLP
BY: JOSEPH A. LIEBMAN, ESQ.
8984 Spanish Ridge Avenue
22 Las Vegas, NV 89148
(702) 562-8820
23 (702) 562-8821
jliebman@baileykennedy.com

24
25

1	I N D E X	Page 4
2	WITNESS: MELISSA OLIVAS	
3	EXAMINATION	PAGE
4	Examination By Mr. Simons	10
5	Examination By Mr. Liebman	209
6		
7		
8	INDEX TO EXHIBITS	
9	EXHIBIT	PAGE
10	Exhibit 1 Eldorado Hills bank statement	18
11	Exhibit 2 Operating agreement for	
12	Eldorado Hills, LLC	27
13	Exhibit 3 Eldorado Hills general ledger	39
14	Exhibit 4 Amended and Restated Operating	
15	Agreement for CanMex Nevada,	61
16	LLC	
17	Exhibit 5 general ledger for Eldorado	
18	Hills, LLC provided by Sigmund	69
19	Rogich, Bates Nos. 2334	
20	through 2360	
21	Exhibit 6 Part of some e-mail	
22	communication dated March 13,	76
23	2008, from Ken Woloson to	
24	Melissa Olivas and Craig	
25	Dunlap at Go Global	
	Exhibit 7 April 3, 2008, e-mail from Ken	
	Woloson to yourself and Pat	79
	regarding some CanaMex drafts	
	Exhibit 8 E-mail from Carlos looking at	
	a loan replacement for A&B	82
	Financial	

1 for obtaining investors and financing for Eldorado

2 Hills?

3 A. Yes.

4 Q. And Carlos had the authority to bind Eldorado
5 Hills with regards to that --

6 MR. LIONEL: Objection.

7 BY MR. SIMONS:

8 Q. -- financing and debt obligation?

9 MR. LIONEL: Calls for a legal conclusion.

10 BY MR. SIMONS:

11 Q. Did you understand that, that he had the
12 authority to bind Eldorado Hills?

13 A. Yes.

14 THE WITNESS: Can we take a break after this
15 one?

16 MR. SIMONS: Why don't we take a break now.

17 (A short break was taken.)

18 MR. SIMONS: We're back on the record.

19 (Exhibit 17 marked.)

20 BY MR. SIMONS:

21 Q. I'm going to give you Exhibit 17. Are you
22 familiar with these e-mails in Exhibit 17?

23 A. Yes.

24 Q. Okay. Let's turn to page 2 of this exhibit.
25 Do you see down at the bottom there is communication

CERTIFICATE OF REPORTER

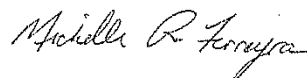
STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra, a Certified Court
Reporter licensed by the State of Nevada, do hereby
certify: That I reported the deposition of MELISSA
OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at
9:02 a.m.

That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes into
written form, and that the typewritten transcript is a
complete, true and accurate transcription of my said
stenographic notes, and that a request has been made to
review the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or of any
of the parties involved in the proceeding, nor a person
financially interested in the proceeding, nor do I have
any other relationship that may reasonably cause my
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
7th day of May, 2018.



MICHELLE R. FERREYRA, CCR No. 876

EXHIBIT 7

EXHIBIT 7

1 **DECL**

2 Brandon B. McDonald, Esq.
3 Nevada Bar No.: 11206
4 McDONALD LAW OFFICES, PLLC
5 2505 Anthem Village Drive, Ste. E-474
6 Henderson, NV 89052
7 Telephone: (702) 385-7411
8 Facsimile: (702) 664-0448
9 Attorneys for Plaintiffs

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

18 Plaintiffs,

19 v.

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

25 Defendants.

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

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

STATE OF NEVADA)

COUNTY OF CLARK)

ss:

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

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

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

5 2. In 2006, Huerta, Go Global and Rogich owned 100% of the membership interests of
6 Eldorado Hills, LLC ("Eldorado").

7 3. Eldorado was and continues to be the owner of approximately 161 acres of real property
8 on the mountains to the west of Boulder City where the Pro Gun Club is located. Eldorado had
9 intended to develop the property into a commercial mixed used industrial facility. See partial offering
10 brochure, attached to the Opposition as Exhibit B. Due to the inability of Mr. Rogich to contribute any
11 capital towards Eldorado's ongoing mortgage debt, Rogich entered into the "Agreement to Lend
12 Capital" on April 24, 2008. Exhibit C to the Opposition.

13 4. During this time and continuing thereafter I, or through Go Global, loaned \$1,500,000
14 so the company could retain the real property but it was also understood that this debt was a priority
15 debt entitled to repayment upon first capital monies received. As the Agreement to Lend Capital states:

16
17
18 . Go Global Properties has procured capital equal to \$125,000, which it will
19 provide to The Company, in order to meet this month's (April 2008's) debt to
20 ANB Financial. The Party is agreeing that this capital will be owed to the 1st
21 Party in a priority fashion, whereby the outstanding principal and interest (at 22
22 percent per annum) will be paid back prior to any other and/or profits being out
23 from the company and as soon as any additional capital is available in order to
24 repay this debt. The 2nd Party is acknowledging that the 1st Party has gone out to
25 borrow additional capital in order to be able to provide much-needed capital to
26 The Company.

27 Exhibit C at ¶3.

28 5. In mid-2008 Mr. Rogich had begun discussions with another investor to invest into the
project. This was done so with the help of Rogich Communications Group staffer Christopher M. Cole.

1 Eventually, the investor would take the place of Go Global and Mr. Huerta, at Mr. Rogich's urging,
2 who at that point owned 35% of the membership interests in Eldorado. Other investors such as Eric
3 Reitz, Craig Dunlap and Antonio Nevada would likewise be repaid the principal amounts they had
4 provided to Eldorado.

5 6. On or about October 30, 2008, I, Go Global and Mr. Rogich, through his family trust,
6 entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by
7 Rogich for \$2,747,729.50. Purchase Agreement, referred to as the "Agreement", attached to the
8 Opposition as Exhibit D.

10 7. Pursuant to the Agreement, the \$2,747,729.50 (the "debt") would be paid from "future
11 distributions or proceeds received by Buyer from Eldorado. *Id.* at Exhibit D, Section 2(a).

12 8. The Agreement also had attached an "Exhibit A" which identified several parties which
13 had contributed to Eldorado and which monies were due and owing to these "Potential Claimants":
14

15 Potential Claimants

16 1. Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
17 2. Ray Family Trust (potential investor or debtor)	\$283,561.60
18 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
19 4. Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

20 Exhibit D, at Exhibit "A" or PLTFS0010.

21 9. During the discovery in this matter, Defendants also asked for the production of
22 documents which affirmed that Nanyah Vegas, LLC was owed \$1,500,000. Plaintiffs identified several
23 documents, of which multiple documents were provided by Defendants themselves:
24
25
26
27
28

1 **REQUEST NO.1:**

2 All documents relating to the \$1,500,000 alleged in paragraph 15 of The
3 First Amended Complaint to have been invested in Eldorado Hills, LLC by
4 Nanyah Vegas, LLC.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

6 See EH000039, EH000045 - 55; PLTFS0001 - 11; PLTFS0028, and;
7 PLTF0030 - 33¹;

8 As discovery is ongoing Plaintiffs reserve the right to supplement this
9 request.

10 Plaintiffs' Amended Response to Defendants' First Set of Request for Production of Documents; the
11 documents identified as EH000017 - 39, EH000045 - 55; PLTFS0001 - 11; PLTFS0028, and;
12 PLTFS00030 - 33 are collectively attached herein as Exhibit E; Huerta Declaration at ¶9.

13 10. EH000039 is Exhibit "D" to a Membership Interest Purchase Agreement dated October
14 24, 2008 and states that The Rogich Irrevocable Trust or the "Seller" made certain representations in
15 specific regard to the monies owed to Nanyah Vegas, LLC and others:

16 **QUALIFICATION OF REPRESENTATIONS OF SELLER**

17 Seller confirms that certain amounts have been advanced to or' on behalf
18 of the Company by certain third parties, as referenced in Section 8 of the
19 Agreement, Seller shall endeavor to convert the amounts advanced into non-
20 interest bearing promissory notes for which Seller shall be responsible.
21 Regardless of whether the amounts are so converted, Seller shall defend,
22 indemnify and hold harmless the Company and its members for any claims by the
23 parties listed below, and any other party claiming interest in the Company as a
24 result of transactions prior to the date of this Agreement against the Company or
25 its Members.

22	1. Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
23	2. Ray Family Trust (potential investor or debtor)	\$283,561.60
24	3. Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00

25 ¹ Up until the point where Nanyah invested its \$1.5 million, Mr. Huerta, through his corporation Go
26 Global had invested more than \$4.2 million into Eldorado. PLTFS0031-33 is a copy of one of
27 Eldorado's bank statements showing that \$1.5 million was deposited, into the company's bank account.
28

\$3,360,000.00

11. The Agreement dated October 30, 2008 and Membership Interest Purchase Agreement of October 24, 2008 each affirm that Mr. Rogich owed \$1,500,000 to Nanyah Vegas, LLC and that he and The Rogich Family Trust would indemnify Go Global and Carlos Huerta for any claims of the parties identified as "Potential Claimants", which included Nanyah Vegas, LLC. Exhibit D and E. This also conformed with the Purchase Agreement, Exhibit D, which stated "Seller [Carlos Huerta and Go Global, Inc.], however will not be responsible to pay the Exhibit A Claimants their percentage of debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security) and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and AI, onward." Exhibit D, EH00048.

13. During this same time in October 2008, Mr. Huerta, Mr. Rogich and Eldorado were working on repaying persons and entities that provided funds to Eldorado either through Canamex or to Eldorado directly.

14. Eldorado repaid Eric Reitz, PE and Craig Dunlap, Esq. respectively \$20,000 and \$50,000 in late 2008 because they had "advanced the sum [\$20,000 and \$50,000] directly or indirectly (including indirectly through Canamex Nevada, LLC) to Eldorado Hills, LLC (the "Company"). See e.g. Purchase Agreement dated October 31, 2008 signed by Craig Dunlap, attached herein to the Opposition as Exhibit F.

1 15. Eric Reitz, PE and Craig Dunlap, Esq. were also not provided K-1s for their investment
2 or "Advancement" as referred to in their own respective Purchase Agreements.

3 16. Even after Go Global and I had sold their interest in Eldorado, I continued to assist Mr.
4 Rogich in trying to sell the real property. See Email correspondence between Melissa Olivas, Sig
5 Rogich and Carlos Huerta dated January 2010, Re: Offer for 40 acres and warehouse, attached to the
6 Opposition as Exhibit G.

7 17. Following the sale of Go Global's interest to The Rogich Family Trust in October 2008,
8 through 2012, Mr. Rogich represented that he would pay the parties identified as "Potential Claimants";
9 the same parties that were identified in the Membership Interest Purchase Agreement.

10 18. It was only in late 2012 that Mr. Rogich represented that he conveyed his membership
11 interest in Eldorado to TELD, LLC, a Nevada limited liability company.² Rogich failed to inform Go
12 Global and I of his intentions to transfer all the acquired membership interest in Eldorado to TELD,
13 LLC and was only informed after the transfer had in fact occurred. Prior to this time in 2012, Plaintiffs
14 had no reason to suspect that they would not be repaid for the monies provided. Additionally, Mr.
15 Rogich has provided no evidence that at any time subsequent to October 2008 that he was not going to
16 honor the obligations mentioned in the Purchase Agreement or Membership Interest Purchase
17 Agreement.

18
19
20
21
22
23 ² Mr. Rogich admits that he did not tell Mr. Huerta of his transfer of interest for no consideration until
24 "early fall 2012." Sig Rogich as Trustee of Rogich Family Irrevocable Trust Answers to Plaintiff's
25 First Set of Interrogatories, p. 2:13-17, 22-26, attached to the Opposition at Exhibit H. Therefore even
26 using Mr. Rogich's own admission that Nanyah would not receive repayment because he decided not to
27 honor his commitments, that information was not available until Fall 2012. None of the Plaintiffs
28 herein would have reason to believe that they would suffer damages until that time, and the statute of
limitations would run from Fall 2012. Thus when Plaintiffs filed their claims approximately one year
following on July 31, 2013, the Plaintiffs timely filed for relief.

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

3 Dated this 13th day of August, 2014.
4

5
6 /s/ Carlos A. Huerta
7 Carlos A. Huerta
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 8

EXHIBIT 8

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89126-0990

Statement of Accounts

Page 1 of 3

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00017
ELDORADO HILLS LLC
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)

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000056430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000056430000000462 6064063906
12/26	25,000.00	Remote 00000056430000000463 6064278690

2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	16,000.00	1155	12/31	3,333.00
1147	12/21	1,552.60						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



MEMBER FDIC

PLTF0032

0017727 00000002 000031588

JA_002707

EXHIBIT 9

EXHIBIT 9

Eldorado Hills LLC

Investor	Capital Balance
1) Go Global Inc. <i>*Of this balance the contributions below were made on behalf of the following:</i> Jared Smith \$50,000 Craig Dunlap \$50,000 Eric Rietz \$20,000	2,845,859.50
2) The Rogich Family 2004 Irrevocable Trust	2,141,625.00
3) Eddyline Investments, LLC	50,000.00
4) Ray Family Trust	283,561.60
5) Nanyah Vegas, LLC (CanaMex Nevada, LLC) * <i>* this was the new investor that came in late last year.</i>	1,500,000.00
Total Eldorado Hills LLC Equity	6,821,046.10

PLTF0031

JA_002709

EXHIBIT 10

EXHIBIT 10

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

17538-10/340634_6

CH S.R

NAN_000001

JA_002711

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

17538-10/340634_6

S.R. CR

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flugas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

17538-10/340634_6

OK S.R

NAN_000003

JA_002713

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

5. Further Assurances and Covenants.

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

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

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

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

17538-10/340634_6

off S.R

NAN_000004

JA_002714

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

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

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

7. Miscellaneous.

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

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

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

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

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

CH

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

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

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

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

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

17538-10/340634_6

6

CH 2R

NAN_000006

JA_002716

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

17538-10/340634_5

7

CK S.R

NAN_000007

JA_002717

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

17538-10/340634_6

04 J.R

NAN_000008

JA_002718

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

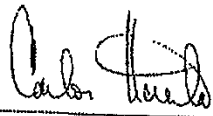
(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

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

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

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

"SELLER"


Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"

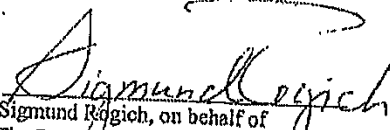

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

4

17538-10/340634_6

NAN_000010

JA_002720

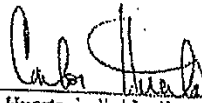
EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 20 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT 11

EXHIBIT 11

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

SR / [Signature]
OK [Signature]
Teld, LLC
Pete Eliades
9/25/08
27
Purchase Agreement11.doc

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

S.R. Off
APC
12/10/11
33 Oct 2007
2007

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

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

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in

this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Purchaser – one-third (1/3rd).
- b. Flangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

OK S.R.
Purchase Agreement 11.doc
Terminated
Meeting number
30 Oct 2009
5 of 27

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

S.R. H *R* *AP*
Purchase Agreement 11.doc
1710 11/11
2008 11/11
6 of 27

sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

S.R. AH
A
Tico LLC
Purchasing member
30 Oct 2009
7:04 07

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

S.R. 04 12
TED LLC
Managing member
20 Oct 2008
8 of 27

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as **Exhibit "F"** and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

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

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitees may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (c) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

Handwritten notes and signatures:
SL
TELD LLC
MEMBERSHIP PURCHASE
30 OCT 2008
1406 27

g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogisch Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

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

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

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

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

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

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

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

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

Handwritten notes and signatures:
CJ
S.E.
D.
Tara LLC
Purchasing Manager
30 Oct 2008
18 Oct 2008

with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

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

"BUYER"
Telo, LLC

By: Aristoteles Eliades, Managing Member

By: Dolores Eliades, Managing Member



Peter Eliades, as an individual

Go Global, Inc.

Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust

By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust

Sigmund Rogich, as an individual

Carlos Huerta, as an individual

EXHIBIT "A"

Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")

[See Attached]

Blank

JR
Off
1220 LLC
Member
30 Oct - 2008
1220 11-27

Purchase Agreement11.doc

NAN_000564

JA_002742