

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

20 **JOINT APPENDIX VOL. 13**

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Elizabeth A. Brown
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Supreme Court No. 79917

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

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

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2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
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10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
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12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
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14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
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18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
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20	Vegas, LLC's 2 nd			
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22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
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Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint	9/19/18	14	JA_003365-3368
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule	4/4/19	26	JA_006168-6188
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1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
15	Attorneys' Fees			
16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
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	Motion for Attorneys' Fees			
	and Costs			
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1	Defendants' First Amended	1/23/18	4	JA_000871-880
2	Answer to Complaint			
3	Defendants' Motion in	2/25/19	21	JA_005024-5137
4	Limine to Preclude Plaintiff			
5	Carlos Huerta From			
6	Presenting at Trial any			
7	Contrary Evidence as to Mr.			
8	Huerta's Taking of \$1.42			
9	million from Eldorado Hills,			
10	LLC as Go Global, Inc.'s			
11	Consulting Fee Income to			
12	Attempt to Refinance			
13	Defendants' Motion in	2/25/19	20-21	JA_004792-5023
14	Limine to Preclude the			
15	Altered Eldorado Hills'			
16	General Ledger and Related			
17	Testimony at Trial			
18	Defendants Peter Eliades,	4/11/18	7	JA_001502-1688
19	Individually and as Trustee			
20	of The Eliades Survivor			
21	Trust of 10/30/08, Eldorado			
22	Hills, LLC, and Teld,			
23	LLC's: (1) Reply in Support			
24	of their Joinder to Motion			
25	for Summary Judgment; and			
26	(2) Opposition to Nanyah			
	Vegas, LLC's			
	Countermotion for Summary			
	Judgment and for N.R.C.P.			
	56(f) Relief			
	Defendants Peter Eliades,	3/5/18	6	JA_001246-1261
	individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, Eldorado			
	Hills, LLC, and Teld, LLC's			
	Joinder to Motion for			
	Summary Judgment			

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

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

1	Defendants Sigmund	10/7/19	33	JA_008073-8106
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust,			
5	and Imitations, LLC's			
6	Amended Memorandum of			
7	Costs and Disbursements			
8	Pursuant to NRS 18.005 and			
9	NRS 18.110			
10	Defendants Sigmund	10/8/19	35	JA_008407-8422
11	Rogich, Individually and as			
12	Trustee of the Rogich			
13	Family Irrevocable Trust,			
14	and Imitations, LLC's Errata			
15	to Amended Memorandum			
16	of Costs and disbursements			
17	Pursuant to NRS 18.005 and			
18	NRS 18.110			
19	Defendants Sigmund	6/5/18	11	JA_002535-2550
20	Rogich, Individually and As			
21	Trustee of the Rogich			
22	Family Irrevocable Trust and			
23	Imitations, LLC' Motion for			
24	Reconsideration			
25	Defendants Sigmund Rogich	2/18/19	17-19	JA_004183-4582
26	as Trustee of The Rogich			
	Family Irrevocable Trust,			
	Sigmund Rogich,			
	Individually and Imitations,			
	LLC's Omnibus Opposition			
	to (1) Nanyah Vegas LLC's			
	Motion for Summary			
	Judgment and (2) Limited			
	Opposition to Eldorado			
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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
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
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
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1	Errata to Nanyah Vegas,	9/5/18	14	JA_003352-3357
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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
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1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
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3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
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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
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13				
14	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
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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
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21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
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23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
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25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
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2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
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	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
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9	Defendants Bound by Their			
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10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
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12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	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			
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17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
	Judgment			
21	Nanyah Vegas, LLC's	10/16/19	35	JA_008423-8448
22	Motion to Retax Costs			
23	Submitted by Eldorado			
24	Hills, LLC, Peter Eliades,			
25	Individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	LLC's Memorandum of			
	Costs and Disbursements			

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

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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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

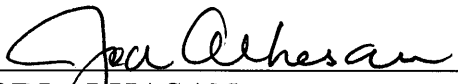
Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 13** on all parties to this action by the method(s) indicated below:

L by using the Supreme Court Electronic Filing System:

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Kolesar & Leatham
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Las Vegas, NV 89145
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*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN

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07/29/14

Accrual Basis

**Eldorado Hills
General Ledger
All Transactions**

Type	Date	Num	Name	Memo	Split	Amount	Balance
BIII	01/28/2012	3000...	NV Energy	12/22 - 1/25	Accounts Pay...	0.00	61,741.76
BIII	02/29/2012	3000...	NV Energy	1/25 - 2/24	Accounts Pay...	0.00	61,741.76
Total Utilities						61,741.76	61,741.76
Water District							
BIII	01/27/2010	4518...	LVVWD	12/22 - 1/21	Accounts Pay...	229.47	229.47
BIII	02/25/2010	4518...	LVVWD	1/22/10 - 1/2...	Accounts Pay...	249.36	478.83
BIII	03/29/2010	4518...	LVVWD	2/24 - 3/23	Accounts Pay...	215.21	694.04
BIII	04/27/2010	4518...	LVVWD	3/24 - 4/21	Accounts Pay...	223.78	917.82
BIII	06/03/2010	4518...	LVVWD	4/22 - 5/20	Accounts Pay...	790.61	1,708.43
BIII	07/14/2010	4518...	LVVWD	6/21 - 6/22	Accounts Pay...	1,432.78	3,141.21
BIII	07/27/2010	4518...	LVVWD	6/23 - 7/22	Accounts Pay...	1,235.77	4,376.98
BIII	08/25/2010	4518...	LVVWD	7/23 - 8/23	Accounts Pay...	0.00	4,376.98
BIII	09/27/2010	4518...	LVVWD	8/24 - 9/22	Accounts Pay...	0.00	4,376.98
BIII	10/26/2010	4518...	LVVWD	9/23 - 10/21	Accounts Pay...	372.45	4,749.43
BIII	11/29/2010	4518...	LVVWD	10/22/10 - 1...	Accounts Pay...	235.34	4,984.77
General Journal	12/07/2010	42		Amount paid...	Rogich 2004 ...	1,769.37	6,754.14
BIII	12/27/2010	4518...	LVVWD	11/24/10-12/...	Accounts Pay...	274.66	7,028.80
BIII	02/07/2011	4518...	LVVWD	February	Accounts Pay...	285.82	7,314.62
BIII	02/28/2011	4518...	LVVWD	1/26-2/22/11	Accounts Pay...	79.08	7,393.70
BIII	03/29/2011	4518...	LVVWD	2/23-3/23/11	Accounts Pay...	1,177.44	8,571.14
BIII	04/27/2011	4518...	LVVWD	3/24/11 - 4/2...	Accounts Pay...	184.04	8,755.18
BIII	05/26/2011	4518...	LVVWD	4/26/11 - 5/2...	Accounts Pay...	356.28	9,111.46
BIII	08/28/2011	4518...	LVVWD	5/24/11 - 6/2...	Accounts Pay...	588.79	9,700.25
BIII	07/28/2011	4518...	LVVWD	6/24/11 - 7/2...	Accounts Pay...	808.82	10,509.07
BIII	09/01/2011	4518...	LVVWD	7/26/11 - 8/2...	Accounts Pay...	932.64	11,441.91
BIII	09/28/2011	4518...	LVVWD	8/25/11 - 9/2...	Accounts Pay...	593.68	12,035.59
BIII	10/27/2011	4518...	LVVWD	9/23/11 - 10/...	Accounts Pay...	304.26	12,339.85
BIII	11/29/2011	4518...	LVVWD	10/25/11 - 1...	Accounts Pay...	206.17	12,546.02
BIII	12/27/2011	4518...	LVVWD	11/29/11 - 1...	Accounts Pay...	340.62	12,886.64
BIII	02/21/2012	4518...	LVVWD	12/22/11 - 1/...	Accounts Pay...	0.00	12,886.64
Total Water District						12,886.64	12,886.64
Warehouse - Other							
Total Warehouse - Other							0.00
Total Warehouse						797,398.02	797,398.02
Interest Expense							
General Journal	12/31/2009	31		Gerety AJE l...	Accrued Inter...	208,032.49	208,032.49
General Journal	12/31/2010	50		2010 adjust...	Land-Boulder ...	399,641.36	607,673.85
General Journal	12/31/2011	57		Re the Ellad...	Accrued Inter...	404,463.47	1,012,137.32
Total Interest Expense						1,012,137.32	1,012,137.32
No acct							
Total no acct							0.00
TOTAL						0.00	0.00

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07/29/14

Accrual Basis

Eldorado Hills, LLC General Ledger

All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Bank Account (New)									
General Journal	12/31/2012	1	*		Record begl...	-SPLIT-	2,153.12		2,153.12
Check	01/31/2013				Service Cha...	BANK CHAR...		16.00	2,137.12
Deposit	02/06/2013				Deposit	Bank of Nava...	3,220.48		5,357.60
Deposit	02/06/2013				Deposit	Rental Income	12,000.00		17,357.60
Check	02/14/2013	1001		CLARK COUNTY ...	PARCEL #...	Property Taxes		16,288.33	1,069.27
Check	02/14/2013	1002		BRADSHAW, SMI...	REF.#068050	PROFESSIO...		850.00	219.27
Check	02/14/2013	1003		WEINBERG WHE...	INVOICE #2...	Professional ...		502.30	-283.03
Check	02/14/2013	1004		SOLOMON DWIG...	ACCT.#700...	Legal Fees		137.90	-420.93
Deposit	02/14/2013				Deposit	ELIADES SU...	6,000.00		6,576.07
Check	02/28/2013				Service Cha...	BANK CHAR...		16.00	6,560.07
Check	03/12/2013	1005		SAFEGUARD BU...	INVOICE #0...	OFFICE SUP...		285.82	5,274.25
Check	03/12/2013	1006		BRADSHAW, SMI...	REF.#068405	PROFESSIO...		300.00	4,974.25
Deposit	04/01/2013				Deposit	Rental Income	20,000.00		24,974.25
Check	04/05/2013	1007		CLARK COUNTY ...	189-11-401...	Property Taxes		17,767.60	7,186.65
Check	04/09/2013	1008		DAVID T. BROW...	INVOICE #8...	Legal Fees		253.50	6,933.15
Deposit	04/18/2013				Deposit	Rental Income	2,000.00		8,933.15
Deposit	06/07/2013				Deposit	Rental Income	10,000.00		18,933.15
Deposit	06/07/2013				Deposit	Insurance	2,821.24		21,754.39
General Journal	06/07/2013	4				Insurance		2,821.24	18,933.15
Deposit	06/10/2013				Deposit	Rental Income	10,000.00		28,933.15
Check	06/10/2013	1010		ELIADES SURVIV...	LOAN PAY ...	ELIADES SU...		6,000.00	22,933.15
Deposit	08/16/2013				Deposit	Rental Income	10,000.00		32,933.15
Check	08/26/2013	1011		CLARK COUNTY ...	#189-11-40...	Property Taxes		11,888.16	21,044.99
Check	09/26/2013	1012		BAILUS COOK & ...	LEGAL FEE...	Legal Fees		11,472.93	9,572.06
Deposit	10/16/2013				Deposit	Rental Income	5,000.00		14,572.06
Check	11/07/2013	1013		BRADSHAW, SMI...	REF# 070289	PROFESSIO...		1,235.00	13,337.06
Check	11/07/2013	1014		CLARK COUNTY ...	PARCEL# 1...	Property Taxes		12,342.90	1,014.17
Check	11/07/2013	1015		BAILUS COOK & ...	ACCT# 13-0...	Legal Fees		5,960.28	-4,946.11
Deposit	11/07/2013				Deposit	ELIADES SU...	20,000.00		15,056.89
Deposit	11/16/2013				Deposit	Rental Income	10,000.00		25,056.89
Check	12/10/2013	1016		BAILUS COOK & ...	ACCT# 13-0...	Legal Fees		731.50	24,325.39
Check	12/23/2013	1017		BAILUS COOK & ...	INVOICE# 5...	Legal Fees		40.00	24,285.39
Check	12/31/2013	1018		CLARK COUNTY ...	PARCEL# 1...	Property Taxes		11,868.17	12,417.22
Deposit	01/02/2014				Deposit	Rental Income	13,044.76		25,461.98
Deposit	01/10/2014				Deposit	Rental Income	10,000.00		35,461.98
Check	01/31/2014	1019		BAILUS COOK & ...	ACCT# 13-0...	Legal Fees		180.00	35,301.98
Deposit	02/04/2014				Deposit	Rental Income	10,000.00		45,301.98
Deposit	03/05/2014				Deposit	Rental Income	10,000.00		55,301.98
Check	03/25/2014	1020		BRADSHAW, SMI...	REF.#071531	PROFESSIO...		100.00	55,201.98
Deposit	03/25/2014				Deposit	Rental Income	10,000.00		65,201.98
Check	04/01/2014	1021		SOLOMON DWIG...	#29237	Legal Fees		12,581.33	52,620.65
Check	04/03/2014	1022		CLARK COUNTY ...	12801 S US...	Property Taxes		12,344.80	40,275.85
Check	04/17/2014	1023		BRADSHAW, SMI...	REF.#07186...	PROFESSIO...		736.00	39,539.85
Deposit	04/17/2014				Deposit	Rental Income	10,000.00		49,539.85
Deposit	05/22/2014				Deposit	Rental Income	10,000.00		59,539.85
Deposit	06/17/2014				Deposit	Rental Income	10,000.00		69,539.85
Deposit	07/09/2014				Deposit	Rental Income	10,000.00		79,539.85
Total Bank Account (New)							206,239.80	128,678.85	79,560.75
Bank of Nevada Checking									
General Journal	12/31/2012	1	*		Record begl...	Bank Account...	4,547.04		4,547.04
General Journal	02/01/2013	2				Insurance		701.66	3,845.38
Deposit	02/06/2013	1753		old bon acct.	ck to close a...	Bank Account...		3,220.48	625.00
General Journal	02/06/2013	3			ACCTNG. S...	Professional ...		625.00	0.00
Total Bank of Nevada Checking							4,547.04	4,547.04	0.00
A/D-Warehouse Rog 04 IRT (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Account...		2,085,409.00	-2,085,409.00
General Journal	12/31/2012	8			BSC AJE # 6	A/D-Warehou...	2,085,409.00		0.00
Total A/D-Warehouse Rog 04 IRT (ROA)							2,085,409.00	2,085,409.00	0.00
Fixed Assets									
Bldg Improvements-Warehouse									
General Journal	12/31/2012	1	*		Record begl...	Bank Account...	7,417.50		7,417.50
General Journal	12/31/2012	8			BSC - AJE # 4	Repairs & Ma...		4,758.50	2,659.00
Total Bldg Improvements-Warehouse							7,417.50	4,758.50	2,659.00
Gun Club-Eddylne									
General Journal	12/31/2012	1	*		Record begl...	Bank Account...	1,611.00		1,611.00
Total Gun Club-Eddylne							1,611.00	0.00	1,611.00
Gun Club-Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begl...	Bank Account...	9,003.00		9,003.00
Total Gun Club-Ray Fam Tr							9,003.00	0.00	9,003.00

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Accrual Basis

Eldorado Hills, LLC
General Ledger
All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Gun Club-Rog 04 IRT									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	54,847.00		54,847.00
Total Gun Club-Rog 04 IRT							54,847.00	0.00	54,847.00
Gun Club-Rog 04 IRT (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	313,595.00		313,595.00
General Journal	12/31/2012	0			BSC AJE # 6	A/D-Warehou...		313,595.00	0.00
Total Gun Club-Rog 04 IRT (ROA)							313,595.00	313,595.00	0.00
Gun Club-Teld									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	84,840.00		84,840.00
Total Gun Club-Teld							84,840.00	0.00	84,840.00
Gun Club-Teld (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	483,943.00		483,943.00
Total Gun Club-Teld (ROA)							483,943.00	0.00	483,943.00
Warehouse-Eddylne									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	10,712.00		10,712.00
Total Warehouse-Eddylne							10,712.00	0.00	10,712.00
Warehouse-Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	59,867.00		59,867.00
Total Warehouse-Ray Fam Tr							59,867.00	0.00	59,867.00
Warehouse-Rog 04 IRT									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	364,731.00		364,731.00
Total Warehouse-Rog 04 IRT							364,731.00	0.00	364,731.00
Warehouse-Rog 04 IRT (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	2,085,409.00		2,085,409.00
General Journal	12/31/2012	9			BSC AJE # 6	A/D-Warehou...		2,085,409.00	0.00
Total Warehouse-Rog 04 IRT (ROA)							2,085,409.00	2,085,409.00	0.00
Warehouse-Teld									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	562,857.00		562,857.00
Total Warehouse-Teld							562,857.00	0.00	562,857.00
Warehouse-Teld (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	3,218,224.00		3,218,224.00
Total Warehouse-Teld (ROA)							3,218,224.00	0.00	3,218,224.00
Fixed Assets - Other									
Total Fixed Assets - Other									0.00
Total Fixed Assets							7,256,856.50	2,403,782.50	4,853,074.00
Accumulated Depreciation									
A/D-Warehouse Rog 04 IRT (ROA)									
General Journal	12/31/2012	9			BSC AJE # 6	-SPLIT-	313,595.00		313,595.00
Total A/D-Warehouse Rog 04 IRT (ROA)							313,595.00	0.00	313,595.00
A/D-Gun Club Eddylne									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		133.00	-133.00
Total A/D-Gun Club Eddylne							0.00	133.00	-133.00
A/D-Gun Club Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		741.00	-741.00
Total A/D-Gun Club Ray Fam Tr							0.00	741.00	-741.00
A/D-Gun Club Rog 04 IRT									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		14,228.00	-14,228.00
Total A/D-Gun Club Rog 04 IRT							0.00	14,228.00	-14,228.00
A/D-Gun Club Rog 04 IRT (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		313,595.00	-313,595.00
Total A/D-Gun Club Rog 04 IRT (ROA)							0.00	313,595.00	-313,595.00
A/D-Gun Club TELD									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		21,957.00	-21,957.00
Total A/D-Gun Club TELD							0.00	21,957.00	-21,957.00
A/D-Gun Club Teld (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		483,943.00	-483,943.00
Total A/D-Gun Club Teld (ROA)							0.00	483,943.00	-483,943.00

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Accrual Basis

Eldorado Hills, LLC
General Ledger
 All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
A/D-Warehouse Eddylne									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		882.00	-882.00
Total A/D-Warehouse Eddylne							0.00	882.00	-882.00
A/D-Warehouse Other									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		162.00	-162.00
Total A/D-Warehouse Other							0.00	162.00	-162.00
A/D-Warehouse Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		14,277.00	-14,277.00
Total A/D-Warehouse Ray Fam Tr							0.00	14,277.00	-14,277.00
A/D-Warehouse Rog 04 IRT									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		85,265.00	-85,265.00
Total A/D-Warehouse Rog 04 IRT							0.00	85,265.00	-85,265.00
A/D-Warehouse Teld									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		146,013.00	-146,013.00
Total A/D-Warehouse Teld							0.00	146,013.00	-146,013.00
A/D-Warehouse Teld (ROA)									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		3,218,224.00	-3,218,224.00
Total A/D-Warehouse Teld (ROA)							0.00	3,218,224.00	-3,218,224.00
Accumulated Depreciation - Other									
General Journal	12/31/2012	8			BSC AJE #2	Depreciation		29,510.00	-29,510.00
General Journal	12/31/2013	18			BSC AJE #2	Depreciation		29,510.00	-59,020.00
Total Accumulated Depreciation - Other							0.00	59,020.00	-59,020.00
Total Accumulated Depreciation							313,595.00	4,358,440.00	-4,044,845.00
Land									
Land-Gun Club									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	2,487,965.22		2,487,965.22
Total Land-Gun Club							2,487,965.22	0.00	2,487,965.22
Land-Warehouse									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	16,650,228.78		16,650,228.78
Total Land-Warehouse							16,650,228.78	0.00	16,650,228.78
Land - Other									
Total Land - Other									0.00
Total Land							19,138,194.00	0.00	19,138,194.00
754 Basis Adjustment, Land									
General Journal	12/31/2012	10			BSC AJE #7	Capital - Teld...		2,997,901.90	-2,997,901.90
Total 754 Basis Adjustment, Land							0.00	2,997,901.90	-2,997,901.90
Utility Deposits									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	5,000.00		5,000.00
Total Utility Deposits							5,000.00	0.00	5,000.00
Loan Costs - Net of Accum Amort									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...	6,128.16		6,128.16
General Journal	12/31/2012	7			BSC AJE #3	Amortization		351.00	5,777.16
General Journal	12/31/2013	17			BSC AJE #3	Amortization		351.00	5,426.16
Total Loan Costs - Net of Accum Amort							6,128.16	702.00	5,426.16
Accounts Payable									
General Journal	12/31/2012	1	*	Miscellaneous	Record begl...	Bank Accoun...		32,816.60	-32,816.60
General Journal	12/31/2013	19		DESERT HILLS S...	BSC AJE #5	Rental Income	32,816.60		0.00
Total Accounts Payable							32,816.60	32,816.60	0.00
ELIADES SURVIVORS TRUST/PETER E									
Deposit	02/14/2013	4924		PETER ELIADES	LOAN FRO...	Bank Accoun...		6,000.00	-6,000.00
Check	09/10/2013	1010		ELIADES SURVIV...	LOAN PAY ...	Bank Accoun...	6,000.00		0.00
Deposit	11/07/2013	5075		PETER ELIADES	LOAN FRO...	Bank Accoun...		20,000.00	-20,000.00
Total ELIADES SURVIVORS TRUST/PETER E							6,000.00	26,000.00	-20,000.00
Payroll Liabilities									
Total Payroll Liabilities									0.00
Accrued Interest EliaDes Note									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		1,012,137.32	-1,012,137.32
General Journal	12/31/2012	12			BSC AJE #9	Interest Expe...		402,418.54	-1,414,555.86
General Journal	12/31/2013	18			BSC AJE #4	Interest Expe...		402,553.32	-1,817,109.18
Total Accrued Interest EliaDes Note							0.00	1,817,109.18	-1,817,109.18

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Accrual Basis

Eldorado Hills, LLC
General Ledger
All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
ElNades Family Trust									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		10,428,943.38	-10,428,943.38
General Journal	12/31/2012	11			BSC AJE # 8	Licenses & P...		385.00	-10,428,328.38
Total ElNades Family Trust							0.00	10,428,328.38	-10,428,328.38
Rogich 2004 Fam Irr Trust									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		378,063.90	-378,063.90
General Journal	12/31/2012	14			BSC AJE # 6	Capital Rogic...	378,063.90		0.00
Total Rogich 2004 Fam Irr Trust							378,063.90	378,063.90	0.00
Capital - Eddylino Inv									
General Journal	12/31/2012	1	*		Record begl...	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 - Eddylino Inv							1,954.00	54,211.00	-52,257.00
Capital - Ray Fam Tr									
General Journal	12/31/2012	1	*		Record begl...	Bank Accoun...		307,103.98	-307,103.98
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...	6,693.98		-300,410.00
General Journal	01/01/2013	15			To close pri...	Capital - Edd...	4,218.00		-298,194.00
Total Capital - Ray Fam Tr							10,909.96	307,103.98	-298,194.00
Capital - Teld, LLC									
General Journal	12/31/2012	1	*		Record begl...	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		-1,528,289.10
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	8,098,174.48	-4,770,376.58
Capital Rogich 2004 FIT									
General Journal	12/31/2012	1	*		Record begl...	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 # 6	Rogich 2004 ...		378,063.90	-3,679,901.00
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 begl...	Bank Accoun...	554,628.58		554,628.58
General Journal	12/31/2012	5			BSC AJE # 1	Capital - Edd...		548,267.03	8,361.53
General Journal	12/31/2012	13			Record 201...	Rental Income		6,361.53	0.00
Total Opening Balance Equity							554,628.58	554,628.58	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	02/06/2013	2840		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	1809		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	03/26/2014	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

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Accrual Basis

Eldorado Hills, LLC General Ledger

All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/17/2014			PRO GUN CLUB	June Rent	Bank Account...		10,000.00	-272,861.38
Deposit	07/08/2014			PRO GUN CLUB	Deposit	Bank Account...		10,000.00	-282,861.38
Total Rental Income							0.00	282,861.38	-282,861.38
PROFESSIONAL FEES ELDORADO HILL									
Check	02/14/2013	1002		BRADSHAW, SMI...	REF. 068050	Bank Account...	850.00		850.00
Check	03/12/2013	1006		BRADSHAW, SMI...	ACCTNG. ...	Bank Account...	300.00		1,150.00
Check	11/07/2013	1013		BRADSHAW, SMI...	ACCOUNTI...	Bank Account...	1,235.00		2,385.00
Check	03/26/2014	1020		BRADSHAW, SMI...	REF.#071631	Bank Account...	100.00		2,485.00
Check	04/17/2014	1023		BRADSHAW, SMI...	REF.#07186...	Bank Account...	735.00		3,220.00
Total PROFESSIONAL FEES ELDORADO HILL							3,220.00	0.00	3,220.00
OFFICE SUPPLIES ELDORADO HILLS									
Check	03/12/2013	1005		SAFEGUARD BU...	PRINTED C...	Bank Account...	285.82		285.82
Total OFFICE SUPPLIES ELDORADO HILLS							285.82	0.00	285.82
BANK CHARGES									
Check	01/31/2013				Service Cha...	Bank Account...	16.00		16.00
Check	02/28/2013				Service Cha...	Bank Account...	16.00		32.00
Total BANK CHARGES							32.00	0.00	32.00
Warehouse									
Amortization									
General Journal	12/31/2012	7			BSC AJE #3	Amortization	305.00		305.00
General Journal	12/31/2013	17			BSC AJE #3	Amortization	305.00		610.00
Total Amortization							610.00	0.00	610.00
Depreciation									
General Journal	12/31/2012	8			BSC AJE #2	Depreciation	25,682.00		25,682.00
General Journal	12/31/2013	18			BSC AJE #2	Depreciation	25,682.00		51,324.00
Total Depreciation							51,324.00	0.00	51,324.00
Water District									
Total Water District									0.00
Utilities									
Total Utilities									0.00
Professional Fees									
General Journal	12/31/2012	13			Record 201...	Rental Income	5,320.00		5,320.00
Total Professional Fees							5,320.00	0.00	5,320.00
Legal Fees									
General Journal	12/31/2012	13			Record 201...	Rental Income	5,000.00		5,000.00
Check	02/14/2013	1004		SOLOMON DWG...	ACCT.#700...	Bank Account...	137.80		5,137.80
Check	04/09/2013	1008		DAVID T. BROW...	VS. SIGLER	Bank Account...	263.50		5,391.40
Check	09/25/2013	1012		BAILUS COOK & ...	LEGAL FEE...	Bank Account...	11,472.93		16,864.33
Check	11/07/2013	1015		BAILUS COOK & ...	ELDORADO...	Bank Account...	5,980.28		22,824.61
Check	12/10/2013	1016		BAILUS COOK & ...	ACCT# 13-0...	Bank Account...	731.50		23,556.11
Check	12/23/2013	1017		BAILUS COOK & ...	INVOICE# 5...	Bank Account...	40.00		23,596.11
Check	01/31/2014	1019		BAILUS COOK & ...	ACCT# 13-0...	Bank Account...	160.00		23,756.11
Check	04/01/2014	1021		SOLOMON DWG...	#29237	Bank Account...	12,581.33		36,317.44
Total Legal Fees							36,317.44	0.00	36,317.44
Warehouse - Other									
Total Warehouse - Other									0.00
Total Warehouse							93,571.44	0.00	93,571.44
Gun Club									
Depreciation									
General Journal	12/31/2012	8			BSC AJE #2	-SPLIT-	3,848.00		3,848.00
General Journal	12/31/2013	16			BSC AJE #2	-SPLIT-	3,848.00		7,696.00
Total Depreciation							7,696.00	0.00	7,696.00
Amortization									
General Journal	12/31/2012	7			BSC AJE #3	-SPLIT-	46.00		46.00
General Journal	12/31/2013	17			BSC AJE #3	-SPLIT-	46.00		92.00
Total Amortization							92.00	0.00	92.00
Interest Expense									
General Journal	12/31/2012	12			BSC AJE #9	Accrued Inter...	402,418.54		402,418.54
General Journal	12/31/2013	18			BSC AJE #4	Accrued Inter...	402,553.32		804,971.86
Total Interest Expense							804,971.86	0.00	804,971.86
Repairs & Maintenance									
General Journal	12/31/2012	8			BSC - AJE #4	Bldg Improve...	4,758.50		4,758.50
Total Repairs & Maintenance							4,758.50	0.00	4,758.50

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Accrual Basis

**Eldorado Hills, LLC
General Ledger**

All Transactions

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Property Taxes									
General Journal	12/31/2012	13			Record 201...	Rental Income	67,214.04		67,214.04
Check	02/14/2013	1001		CLARK COUNTY ...	ELDORADO...	Bank Accoun...	16,288.33		83,602.37
Check	04/05/2013	1007		CLARK COUNTY ...	late fees 14...	Bank Accoun...	17,787.60		101,289.97
Check	08/28/2013	1011		CLARK COUNTY ...	#189-11-40...	Bank Accoun...	11,866.16		113,156.12
Check	11/07/2013	1014		CLARK COUNTY ...	PARCEL# 1...	Bank Accoun...	12,342.90		125,501.02
Check	12/31/2013	1018		CLARK COUNTY ...	PARCEL# 1...	Bank Accoun...	11,868.17		137,369.19
Check	04/03/2014	1022		CLARK COUNTY ...	12801 S US...	Bank Accoun...	12,344.90		149,714.09
Total Property Taxes							149,714.09	0.00	149,714.09
Professional Fees									
General Journal	12/31/2012	13			Record 201...	Rental Income	4,015.00		4,015.00
General Journal	02/06/2013	3			ACCTNG. S...	Bank of Neva...	625.00		4,640.00
Check	02/14/2013	1003		WEINBERG WHE...	PAID FOR ...	Bank Accoun...	602.30		5,142.30
Total Professional Fees							5,142.30	0.00	5,142.30
Office Supplies									
General Journal	12/31/2012	13			Record 201...	Rental Income	74.69		74.69
Total Office Supplies							74.69	0.00	74.69
Licenses & Permits									
General Journal	12/31/2012	11			BSC AJE # 8	Ellades Famll...	385.00		385.00
General Journal	12/31/2012	13			Record 201...	Rental Income	300.00		685.00
Total Licenses & Permits							685.00	0.00	685.00
Insurance									
General Journal	12/31/2012	13			Record 201...	Rental Income	2,437.90		2,437.90
General Journal	02/01/2013	2				Bank of Neva...	701.66		3,139.46
Deposit	05/07/2013			DESERT HILLS S...	for Insurance	Bank Accoun...		2,821.24	318.22
General Journal	05/07/2013	4			pay insuran...	Bank Accoun...	2,821.24		3,139.46
Total Insurance							5,960.70	2,821.24	3,139.46
Gun Club - Other									
Total Gun Club - Other									0.00
Total Gun Club							979,095.04	2,821.24	976,273.80
Payroll Expenses									
Total Payroll Expenses									0.00
No accont									
Total no accont									0.00
TOTAL							<u>38,294,723.64</u>	<u>38,294,723.64</u>	<u>0.00</u>

Exhibit 2

Exhibit 2

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

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

RECITALS:

A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.

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

H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.

I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

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

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

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

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

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

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

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

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

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

6. Miscellaneous.

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

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

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

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

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

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

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

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

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

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

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

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

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

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

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

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

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

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, its Trustee

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




By: Peter Eliades, its Trustee

Exhibit 3

Exhibit 3

Name	<u>PETER ELIADES</u>	7316
Account No		94-177/1224 01
Date	<u>8-10-12</u>	
Pay to the Order of	<u>THE ROGICH 2004 FAMILY IRREVOCABLE TRUST</u>	\$ <u>682,080.00</u>
<u>SIX HUNDRED EIGHTY-TWO THOUSAND AND EIGHTY DOLLARS ONLY</u>		Dollars
 BANK OF NEVADA 2700 West Sahara Ave. • 702-248-4200 Las Vegas, NV 89102		Security Features Details on Back
For	<u>Peter Eliaades</u>	MP
⑆ 122401778⑆ 110017773⑆		

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Exhibit 4

Exhibit 4

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.,
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22 Defendants.
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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:

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For the Defendant Peter Eliadas:

19

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22 (702) 562-8821 Fax
 jliebman@baileykennedy.com

23

24 Also present: Melissa Olivas

25

* * * * *

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


1 CERTIFICATE OF COURT REPORTER

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

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

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

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

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

25 Heidi K. Konsten, RPR, CCR No. 845

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DECLARATION OF DEPONENT

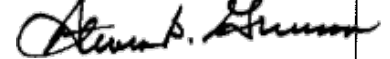
I, SIGMUND ROGICH, deponent herein, do hereby declare under penalty of perjury that I have read the within and foregoing transcription of my testimony taken on May 24, 2018, at Las Vegas, Nevada, and that the same is a true record of the testimony given by me at the time and place hereinabove set forth, with the following exceptions:

ERRATA SHEET

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ROPP

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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**REPLY IN SUPPORT OF
MOTION TO RECONSIDER
ORDER PARTIALLY GRANTING
SUMMARY JUDGMENT**

1 **REPLY IN SUPPORT OF MOTION TO RECONSIDER**
2 **ORDER PARTIALLY GRANTING SUMMARY JUDGMENT**

3 Nanyah Vegas, LLC (“Nanyah”), by and through its attorney Mark G. Simons of
4 SIMONS LAW, PC, submits the following reply in to the oppositions filed by Sigmund
5 Rogich, individually and as Trustee of the Rogich Family Irrevocable Trust, and
6 Imitations, LLC (the “Rogich Defendants”) and filed by defendant Peter Eliades
7 individually (“Peter Eliades”) and as Trustee of the Eliades Survivor Trust of 10/30/08
8 (the “Eliades Trust”) and Teld, LLC (“Teld”). Peter Eliades, the Eliades Trust and Teld
9 will be jointly referred to as the “Eliades Defendants” unless otherwise specified.
10

11 **I. BASIS OF MOTION FOR RECONSIDERATION.**

12 On April 18, 2018, the Court entered its Order Partially Granting Summary
13 Judgment on Nanyah’s 5th and 7th causes of action based upon a factual finding that
14 the alleged “transfer” of the Rogich Defendants interest in Eldorado Hills, LLC
15 (“Eldorado”) occurred “no later than September, 2012. Exhibit 1, Order, ¶2 Based upon
16 this finding of fact, the Court dismissed Nanyah’s 5th and 7th claims based upon the
17 contention that the claims were filed more than four years after the transfer of the
18 Rogich Trust’s membership interest to the Eliades Trust. Id., ¶11.
19

20 Nanyah opposed Defendants’ motion for summary judgment specifically arguing
21 that it was “a question of fact” when the membership transfer occurred and that the date
22 of perfection of the transfer was critical to determining when the transfer of the Rogich
23 Trust’s interest did in fact occur. Nanyah also filed a separate NRCP 56(f) request to
24 be allowed to conduct discovery relating to “the facts establishing the date of the
25 membership transfer” and to be allowed the opportunity to respond to the motion
26
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28

1 seeking dismissal of the 5th and 7th claims. The Court denied Nanyah's NRCP 56(f)
2 request. See Exhibit 2.

3 Nonetheless, during the subsequent deposition of Rogich, he admitted that
4 Eldorado's books and records demonstrate that the transfer did not occur **until January**
5 **1, 2013!** Exhibit 3. Because Rogich's admissions as to the documentation of the
6 financial transfer of the Eldorado interest was unavailable at the time the Court
7 considered the motion for summary judgment, and because the Court refused to allow
8 a simple extension of time for Nanyah to conduct limited discovery on this issue before
9 rendering its decision—it is legally necessary for Nanyah to file the present motion to
10 reconsider.
11

12 There is clearly good cause for the reconsideration and there is clearly and
13 undisputedly factual evidence now before this Court that Eldorado's General Ledger
14 clearly establishes that the "transfer" of the Rogich Trust's membership interest in
15 Eldorado did not occur until January 1, 2013. Therefore, at a minimum, the Court must
16 reconsider its prior order and determine that the date of the transfer of the Eldorado
17 interest is a question of fact for the jury to decide. The Court should grant a motion for
18 reconsideration when presented with substantially different evidence than which was
19 presented during the original motion. Masonry and Tile Contractors Ass'n of Southern
20 Nevada v. Jolley, Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (Nev. 1997)
21 ("A district court may reconsider a previously decided issue if substantially different
22 evidence is subsequently introduced or the decision is clearly erroneous.").
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1 **II. THE DEFENDANTS ARGUMENTS HAVE NO EVIDENTIARY OR**
2 **LEGAL SUPPORT.**

3 **A. DEFENDANTS' CONCLUSORY ARGUMENTS.**

4 It cannot be lost on this Court that the Rogich Defendants' and the Eliades
5 Defendants' opposition contains speculative and unsupported statements. For
6 instance, the Rogich Defendants argue that Eldorado's books showing the zeroing of
7 the Rogich Defendants' interest in Eldorado on January 1, 2013 was an alleged "annual
8 adjustment" and that Eldorado's accountants "wanted to clear the books at the end of
9 2012." Rogich Def., Opp, p.4. Similarly, the Eliades Defendants contend that the
10 zeroing out of the Robich Trust's membership interest in Eldorado on January 1, 2013
11 was "immaterial" because "[m]any companies do not update their financial or close their
12 books until the end of the calendar year." Eliades Def., Opp., p.3.
13

14 However, these arguments are nothing but pure unsupported speculation.
15 These allegations were not supported by any affidavit or declaration. Instead, they are
16 nothing more than conclusory and speculative statements with no evidentiary weight
17 and must be ignored by this Court. *See e.g., Havas v. Long*, 85 Nev. 260, 263, 454
18 P.2d 30 (1969) ("conclusory statements are insufficient to create a genuine issue of
19 material fact."). Again, these alleged "factual" statements are nothing more that
20 speculative comments of counsel and have no bearing or relevance to the actual "facts"
21 before this Court contained in Nanyah's motion.
22

23 Moreover, the legal effect of the accounting function reflected in Eldorado's
24 General Ledger is more than immaterial. Because Eldorado's General Ledger showed
25 the transfer as not being completed until January 1, 2013, Rogich remained a member
26 in that entity until that date. NRS 86.091 defines a "Member's interest" as a "share of
27
28

1 the economic interests in a limited-liability company, including profits, losses and
2 distributions of assets.” Rogich remained a member according to Eldorado’s General
3 Ledger until January 1, 2013, and as such, retained an economic interest in the
4 company until that date, regardless of whether or not he had a separate agreement to
5 transfer that interest to the Eliades Trust. Accordingly, based upon Rogich’s testimony,
6 he confirmed the legal effect of his membership interest in Eldorado until he was
7 “zeroed out” on January 1, 2013.
8

9 Finally, even if Eldorado’s accountants (not supported) made a decision to zero
10 out Rogich Trust’s membership interest, they could have easily made that decision to
11 do so as of September, 2012. They didn’t. Therefore, the legal and factual ramification
12 of Eldorado’s General Ledger is that the Rogich Trust transfer did not occur until
13 January 1, 2013.
14

15 **B. ROGICH DEFENDANTS’ BASELESS “FOUNDATION” ARGUMENT.**

16 The Rogich Defendants also make the strange argument that the Court can’t
17 consider Eldorado’s General Ledger (Exhibit 4 to Nanyah’s Motion to Reconsider)
18 because there is “no foundation” for this exhibit. Nanyah finds this argument strange
19 and disingenuous since Eldorado’s General Ledger was a document produced by the
20 Rogich Defendants’ attorney in this litigation. **Exhibit 5** attached hereto is a copy of
21 Eldorado Hill’s Responses to Plaintiff’s First Set of Requests for Production identifying
22 the documents attached as Exhibit 4 to Nanyah’s Motion to Reconsider are true and
23 correct copies of Eldorado’s General Ledger. Exh, 5, p. 5:27-6:2.¹
24
25

26 Further demonstrating the Rogich Defendants’ argument is baseless, Melissa
27

28 ¹ See also **Exhibit 6**, Affidavit of Mark G. Simons (“Simons’ Aff.”) at ¶4.

1 Olivas affirmed and authenticated Eldorado's General Ledger. **Exhibit 7**, excerpt of
2 Melissa Olivas Depo., p. 69:12-13 ("Q. Okay. What is it? A. It's a general ledger for
3 Eldorado Hills."). Ms. Olivas is Rogich's Vice President of Finance. *Id.*, p. 11:11-12.
4 Ms. Olivas is intimately familiar with Eldorado's General Ledger because commencing
5 in 2008, she managed Eldorado's books and records including the General Ledger. *Id.*,
6 p. 40:21-41:5. Accordingly, Eldorado's General Ledger is clearly authenticated and
7 admissible against Eldorado and the Rogich Defendants in this action. See NRS
8 51.035(3) (detailing party admissions).²

10 **C. THE ELIADES DEFENDANTS' INCORRECT STANDARD OF REVIEW.**

11 The Eliades Defendants argue that the only basis for granting a motion for
12 reconsideration is only based on "clear error." Eliades Opp., p.3:15-16. This
13 assessment of the standard of review is incorrect. Clear error is not the only basis for
14 reconsideration. Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley,
15 Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (Nev. 1997) ("A district court
16 may reconsider a previously decided issue if substantially different evidence is
17 subsequently introduced **or** the decision is clearly erroneous." (emphasis added)).
18

19 Applying the clear error standard, the motion must be granted because
20 Eldorado's General Ledger unmistakably and unequivocally demonstrates that the legal
21 effect of the transfer according to Eldorado's own "true and correct" business records
22 establishes that that transfer did not legally occur until January 1, 2013. Accordingly,
23 the clear error standard is achieved.
24
25

26
27
28 ² See also Simons' Aff. at ¶15.

1 Alternatively, all Nanyah has to demonstrate is that the evidence demonstrates
2 that there is a question of fact relating to Rogich Trust's transfer of its membership
3 interest to the Eliades Defendants. Davila v. United States, 247 F. Supp. 3d 650, 653
4 (W.D. Pa. 2017) ("Upon such reconsideration, the Court concludes that questions of
5 fact preclude" dismissal of claims); Bratton v. Welp, 39 P.3d 959, 960 (Wa. Ct. App.
6 2002) ("The trial court reversed its earlier summary judgment order, finding on
7 reconsideration that material question of fact remained regarding" relevant activity)".

8
9 Nanyah has demonstrated a question of fact by showing that Rogich testified
10 that Eldorado's General Ledger shows his membership interest was not completed by
11 Eldorado until January 1, 2013. Accordingly, Nanyah's Motion for Reconsideration
12 must be granted as a question of fact precludes entry of summary judgment based
13 upon Rogich's testimony.
14

15 **D. THE ELIADES DEFENDANTS' INCORRECT RELIANCE ON NRCP 59'S**
16 **STANDARD OF REVIEW.**

17 The Eliades Defendants argue that because Nanyah did not argue about
18 Eldorado's General Ledger previously, it is barred from doing so now under a theory of
19 "use is or lose it". However, the Eliades Defendants' argument is again meritless
20 because the Eliades Defendants cite to a case interpreting NRCP 59(e). NRCP 59(e)
21 applies to motions to alter or amend judgments. Nanyah's motion is not a motion to
22 alter or amend a judgment.
23

24 **E. ROGICH DID NOT TESTIFY UNTIL MAY 24, 2018.**

25 Nanyah was unable to provide the Court with Rogich's testimony at the time of
26 Nanyah's opposition. In fact, Nanyah specifically advised the Court that it intended to
27 depose Rogich to solicit his testimony regarding the background "facts" relating to his
28

1 alleged transfer. Nanyah did not have this testimony regarding Rogich's admission that
2 the alleged "transfer" was not effectuated until January 1, 2013. Further, Nanyah has
3 never before heard the contention that the January 1, 2013 transaction contained in
4 Eldorado's General Ledger was something some accountant did. That is another
5 brand-new contention raised by the Defendants. This new contention did not occur
6 until **after** Rogich's deposition occurred and after Nanyah's motion was filed.
7

8 A motion for reconsideration of the Court's alleged "date of transfer" is
9 mandatory since there is a question of fact as to the date of the transfer. United States
10 v. Bertie, 529 F.2d 506, 508 fn. 4 (9th Cir. 1976) ("The date of transfer was
11 a question of fact . . ."); Gunther v. Cotner, 92 S.W.2d 865, 867 (Ark. 1936) ("It
12 became a question of fact as to the date of the transfer of the notes. We, like the
13 receiver who had charge of the books and records, cannot say when the transfer was
14 made . . .").
15

16 Rogich's original motion for summary judgment made the contention that the
17 transfer of his membership interest occurred on or about September, 2012. However,
18 Rogich was later deposed and provided contradictory testimony establishing Eldorado's
19 own records did not show the transfer as having been completed until January 1, 2013.
20

21 **F. ROGICH TESTIFIED THE TRANSFER OF HIS MEMBERSHIP**
22 **INTEREST WAS NOT COMPLETED UNTIL JANUARY 1, 2013.**

23 The defendants go to great lengths to minimize the importance and legal effect
24 of Eldorado's books and records establishing that the date of transfer of the Rogich
25 Trust's interest in Eldorado occurred on January 1, 2013. The Eliades Defendants
26 contend the legal effect is "immaterial" and/or that Nanyah's counsel misrepresented
27 Rogich's testimony to the Court. Eliades Def. Opp., pp. 3, 5. Again these arguments
28

1 are baseless.

2 Eldorado's General Ledger is not "immaterial." On the contrary Eldorado's
3 General Ledger is now the controlling document relating to the date of transfer of the
4 Rogich Trust's membership interest based upon Rogich's testimony. This is because
5 Eldorado's business records are legally required to be retained by Eldorado and are
6 legal documents which must be produced relating to the financial affairs of the entity.
7 For instance, NRS 86.241(2)(d) provides that Eldorado must maintain "true and
8 complete records" of each member's capital contribution to the company. Eldorado's
9 General Ledger is, therefore, a "true and complete" record of Eldorado's membership
10 status.
11

12 Accordingly, pursuant to Eldorado's General Ledger, Rogich testified and
13 confirmed that the Rogich Trust retained its membership interest in Eldorado until
14 January 1, 2013. While the defendants desperately want to ignore the legal and
15 factual effect of Rogich's testimony regarding Eldorado's General Ledger, they are not
16 entitled to do so. Burge v. Michael, 213 Cal. App. 2d 780, 787, 29 Cal. Rptr. 290, 294
17 (Ct. App. 1963) ("Book entries when received in evidence may be accorded the same
18 dignity as the testimony of a witness to the occurrences recorded in the entries.").

19 Further, even assuming the defendants' contention that the zeroing out of the
20 Rogich Trust's interest in Eldorado was an "accounting" function, this argument again
21 demonstrates that the transfer did not occur until January 1, 2013. This is because
22 from an accounting perspective, Rogich Trust maintained an ownership interest in
23 Eldorado until January 1, 2013. NRS 86.241(2)(d). While there may have been an
24 earlier agreement to transfer Rogich Trust's interest in Eldorado, that transfer did not
25 become effective until January 1, 2013 based upon Eldorado's own true and correct
26
27
28

1 copies of the membership interests in Eldorado and from any accounting practice
2 employed by Eldorado.

3 **III. THE DATE OF TRANSFER AND THE DATE OF PERFECTION OF THE**
4 **TRANSFER ARE QUESTIONS OF FACTS FOR WHICH SUMMARY**
5 **JUDGMENT IS IMPROPER.**

6 In order to trigger the 4-year statute of limitations contained in NRS
7 112.320(1)(a), the date of **the perfection of the “transfer”** must be firmly established.
8 NRS 112.200 specifically addresses the “time at which transfer or obligation deemed
9 made or incurred” and states that such transfer occurs:

- 10 (b) With respect to an asset that is not real property . . . when the transfer is
11 so far perfected that a creditor on a simple contract cannot acquire a
12 judicial lien otherwise than under this chapter that is superior to the
13 interest of the transferee.

14 Id. Because no membership interest was actually transferred to the Eliades Trust, the
15 Eliades Trust never perfected its ownership of the Rogich Trust’s membership interest.
16 NRS 104.9314 (perfection by control).

17 Accordingly, the issue of perfection then becomes a factual analysis of when the
18 last of all the steps occurred that effectuated the “transfer” of the interest. In the
19 present case, the last step of the transfer did not occur until at least January 1, 2013.
20 Until then, Eldorado’s General Ledger established as a matter of law, that the Rogich
21 Trust still was the member in Eldorado. No further analysis needs to occur since this
22 action is not disputed. Again, the determination of a fraudulent transfer is a question of
23 fact properly reserved for a jury to decide. United States v. Bertie, 529 F.2d 506, 508
24 fn. 4 (9th Cir. 1976) (“The date of transfer was a question of fact . . .”).

25 **IV. CONCLUSION.**

26 Mr. Rogich admits that Eldorado's General Ledger states that the transfer of his
27
28

1 interest in Eldorado was not documented in Eldorado's General Leger until January 1,
2 2013. Eldorado's General Ledger demonstrates that the legal transfer of the Rogich
3 Trust to the Eliades Trust did not occur until January 1, 2013. Based upon Rogich's
4 testimony and the legal effect of the Eldorado General Ledger, establishing that the
5 date of the Rogich Trust's membership interest transfer did not occur until January 1,
6 2013, Nanyah is entitled to the reconsideration of this Court's Order Partially Granting
7 Summary Judgment and to set aside such order and reinstate Nanyah's 5th and 7th
8 claims for relief. This relief is mandated since Nanyah's complaint was filed within four
9 (4) years of the date of the Rogich Trust's transfer of its membership interest as of
10 January 1, 2013.
11

12
13 **AFFIRMATION:** This document does not contain the social security number of
14 any person.

15 DATED this 25th day of June, 2018.
16

17 SIMONS LAW, PC
18 6490 So. McCarran Blvd., #C-20
19 Reno, Nevada, 89509

20 
21 MARK G. SIMONS
22 Attorney for Nanyah Vegas, LLC
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC, and that on this date I caused to be served a true copy of **REPLY**
IN SUPPORT 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
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Erica Rosenberry	erosenberry@fclaw.com

DATED this 25th day of June, 2018.


Employee of SIMONS LAW, PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
5	Eldorado's Response to RFP	9
6	Simons' Aff.	1
7	Melissa Olivas' Deposition Excerpts	9

EXHIBIT 5

EXHIBIT 5

RFPD

Samuel S. Lionel, Esq. (Bar No. 1766)

FENNEMORE CRAIG, P.C.

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Attorney for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANT ELDORADO HILLS,
LLC'S ANSWERS TO PLAINTIFF
NANYAH VEGAS, LLC'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FENNEMORE CRAIG

LAS VEGAS

13319237

1 Defendant Eldorado Hills, LLC, ("Eldorado"), responds to Plaintiff Nanyah Vegas, LLC's
2 ("Plaintiff"), First Set of Requests for Production of Documents as follows:

3 **PRELIMINARY STATEMENT**

4 Discovery and investigation of this matter are currently ongoing. Documents, which may
5 be relevant to this Request for Production, may be uncovered during the continuing course of
6 discovery. If such documents are discovered, Eldorado reserves the right to supplement these
7 responses accordingly.

8 Nothing herein shall be construed as an omission or waiver by Eldorado to their (1) rights
9 respecting admissibility, confidentiality, relevance, privilege, materiality and/or authenticity of
10 the information in documents provided in the responses, documents identified in the responses, or
11 the subject matter thereof; (2) objections due to vagueness, ambiguity, or undue burden; and (3)
12 right to object to the use of information provided in the responses, documents identified in the
13 responses, or the subject matter contained therein, during a subsequent proceeding, including the
14 trial of this or any other action. By responding to these requests, Eldorado does not adopt or
15 agree with any of the Plaintiff's allegations in the discovery request. Eldorado responses are not
16 admissions on any matter in this case.

16 **GENERAL OBJECTIONS**

17 1. Eldorado will make reasonable efforts to respond to each request, to the extent that
18 it has not been objected to, as Eldorado understands and interprets the request. If Plaintiff
19 subsequently asserts an interpretation of any interrogatory or request, which differs from that of
20 Eldorado, Eldorado reserves the right to supplement their responses accordingly.

21 2. Eldorado hereby objects to the definitions of Plaintiff's insofar as they are
22 oppressive, overbroad and burdensome, and insofar as they are vague and ambiguous.

23 3. Eldorado objects to each and every request to the extent that and insofar as
24 Plaintiff's attempt to purport to impose requirements or obligations beyond those imposed by
25 Nevada Rules of Civil Procedure.

26 4. All answers and responses will be made solely for the purpose of this action. Each
27 response will be subject to all objections as to competence, relevance, materiality, propriety and
28 admissibility, and to any and all other objections on any ground which would require the

1 exclusion from evidence of any statement herein if any such statements were made by a witness
2 present and testifying at trial, all of which objections and grounds are expressly reserved and may
3 be interposed at such hearings or trial.

4 5. Eldorado adopts by reference the above objections and incorporates each
5 objection as if it were fully set forth below in each of Eldorado's responses below.

6 6. The following Objections and Responses are based upon the information and
7 documents presently available to and known by Eldorado and disclose only those contentions,
8 which are presently asserted based upon facts now known. It is anticipated that further discovery,
9 independent investigation, legal research and analysis will supply additional facts, add meaning to
10 known facts, as well as establish entirely new factual conclusions and legal contentions, all of
11 which may lead to substantial addition, to, change in, and variations from these contentions and
12 responses. Eldorado herein reserves the right to supplement or modify any of these Objections
13 and Responses as additional facts are recalled or ascertained, analyses are made, legal research is
14 completed and contentions are made. These Answers and Responses are made in good faith to
15 supply as much information and specifications as is presently known.

16 **REQUEST NO. 1:**

17 Produce a copy of all bank statements, checks, wire transfers or other documentation
18 showing payments made by you to ANB Financial, N.A. and/or the FDIC on the loan which
19 encumbered APN 189-11-002-001, from May 25, 2007 to the present.

20 **ANSWER TO REQUEST NO. 1:**

21 Objection: The request is overly broad and burdensome and seeks documents which are
22 irrelevant with respect to claims or defenses in this action and is unlikely to lead to admissible
23 evidence. Notwithstanding these objections, please see Eldorado Hills, LLC General Ledger as
24 of 10/29/08 (RT 0115-RT 0132 & RT 0306-RT 0324); Paid in Full Note re ANB Financial Loan
25 to Eldorado Hills, dated 6/26/09 (RT 1573-RT 1574); Loan Inquiry Reports re ANB Financial
26 Loan to Eldorado Hills, dated 9/29/08 (RT 1575-RT 1577); Eldorado Hills, LLC QuickBooks
27 Reports (RT 1578-RT 2192); Nevada State Bank Records & Statements (RT 2531-RT 2553);
28 City National Bank Records & Statements (RT 2554-RT 2622); and, Mutual of Omaha Bank
Records & Statements (RT 2623-RT 2769).

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REQUEST NO. 2:

Produce a copy of the Eldorado Hills General Ledger, in native format with all electronic data preserved, from June 30, 2008 through the present.

ANSWER TO REQUEST NO. 2:

Please see Eldorado Hills, LLC QuickBooks Reports (RT 1578-RT 2192), particularly (RT 1894-RT 1986).

REQUEST NO. 3:

Produce the quickbooks for Eldorado Hills from June 30, 2008 through the present in native format, with all electronic data preserved.

ANSWER TO REQUEST NO. 3:

Please see Eldorado Hills, LLC QuickBooks Reports (RT 1578-RT 2192).

REQUEST NO. 4:

Produce a copy of the ledger and/or journal for the capital account of the Rogich Trust in native format, with all electronic data preserved.

ANSWER TO REQUEST NO. 4:

Objection: The request is overly broad and burdensome and seeks documents which are irrelevant with respect to claims or defenses in this action and is unlikely to lead to admissible evidence. Notwithstanding these objections, please see Eldorado Hills, LLC QuickBooks Reports (RT 1578-RT 2192).

REQUEST NO. 5:

Produce a copy of the ledger and/or journal for the capital account of Teld, LLC in native format, with all electronic data preserved.

ANSWER TO REQUEST NO. 5:

Eldorado does not have the requested documents.

REQUEST NO. 6:

Produce a copy of the ledger and/or journal for the capital account of The Flangas Trust, in native format with all electronic data preserved.

1 **ANSWER TO REQUEST NO. 6:**

2 Objection: The request is overly broad and burdensome and seeks documents which are
3 irrelevant with respect to claims or defenses in this action and is unlikely to lead to admissible
4 evidence. Notwithstanding these objections, Eldorado does not have the requested documents.

5 **REQUEST NO. 7:**

6 Produce a copy of the ledger and/or journal for the capital account of the Eliades Survivor
7 Trust of 10/30/08, in native format, with all electronic data preserved.

8 **ANSWER TO REQUEST NO. 7:**

9 Objection: The request is overly broad and burdensome and seeks documents which are
10 irrelevant with respect to claims or defenses in this action and is unlikely to lead to admissible
11 evidence. Notwithstanding these objections, Eldorado does not have the requested documents.

12 **REQUEST NO. 8:**

13 Produce a copy, in native format with all electronic data preserved, of all promissory notes
14 executed by you in favor of the Rogich Trust.

15 **ANSWER TO REQUEST NO. 8:**

16 Please see Revolving Credit Note between Eldorado Hills, LLC and The Rogich Family
17 Trust, dated 6/25/09 (RT 0007-RT 0010 & RT 0146-RT 0148).

18 **REQUEST NO. 9:**

19 Produce a copy, in native format with all electronic data preserved, of all promissory notes
20 executed by you in favor of the Eliades Trust.

21 **ANSWER TO REQUEST NO. 9:**

22 Please see Revolving Credit Note between Eldorado Hills, LLC and The Eliades Family
23 Trust, dated 6/25/09 (RT 2193-RT 2197) and Promissory Note between Eldorado Hills, LLC and
24 The Eliades Family Trust, dated 6/25/09 (RT 2198-RT 2207).

25 **REQUEST NO. 10:**

26 Produce a copy of the agreement between the Flangas Trust and any person, in native
27 format with all electronic data preserved, purporting to convey the Flangas Trust's membership
28 interest in Eldorado.

1 **ANSWER TO REQUEST NO. 10:**

2 Eldorado does not have the requested documents.

3 **REQUEST NO. 11:**

4 Produce your tax returns from 2008, 2009, 2010, 2011, 2012, and 2013.

5 **ANSWER TO REQUEST NO. 11:**

6 Please see Eldorado Hills, LLC's Tax Returns from 2008 through 2012 (RT 2208-2530).

7 **REQUEST NO. 12:**

8 Produce a copy of any and all appraisals performed on real property owned by you, from
9 June 30, 2008 to the [sic] June 30, 2012.

10 **ANSWER TO REQUEST NO. 12:**

11 Eldorado does not have the requested documents.

12 **REQUEST NO. 13:**

13 Produce a copy of all bank records and statements from the bank account opened on
14 December 7, 2012, designated as "Bank account (new)" on document SR002334, attached hereto
15 as **Exhibit 1**.

16 **ANSWER TO REQUEST NO. 13:**

17 Eldorado will supplement.

18 **REQUEST NO. 14:**

19 Produce a copy of all bank records and statements from the Bank of Nevada checking
20 account, from May 10, 2012 to February 5, 2013.

21 **ANSWER TO REQUEST NO. 14:**

22 Please see the Bank of Nevada Statements and Records regarding the Eldorado Hills, LLC
23 Account from May 10, 2012 to February 28, 2013 (RT 2531-RT 2553).

24 **REQUEST NO. 15:**

25 Produce a copy of all bank records and statements from the City National Bank account,
26 from April 20, 2009 to March 8, 2010.

27 **ANSWER TO REQUEST NO. 15:**

28 Please see the City National Bank Statements and Records regarding the Eldorado Hills,
LLC Account from April 30, 2009 to March 31, 2010 (RT 2554-RT 2622).

1 **REQUEST NO. 16:**

2 Produce a copy of all bank records and statements from the Mutual of Omaha Bank
3 account, from January 21, 2010 to December 7, 2012.

4 **ANSWER TO REQUEST NO. 16:**

5 Please see the Mutual of Omaha Bank Statements and Records regarding the Eldorado
6 Hills, LLC Account from January 21, 2010 to October 25, 2012 (RT 2623-RT 2769).

7 **REQUEST NO. 17:**

8 Produce a copy of all payments made by you to Kingston Management Services, Inc.

9 **ANSWER TO REQUEST NO. 17:**

10 Please see Eldorado Hills, LLC QuickBooks Reports (RT 1578-RT 2192); NV Title
11 Company Buyer/Borrower Final Statement, dated June 10, 2009 (RT 2770); and, Mortgage
12 Interest and Cancellation of Debt Statements by Kingston Management Services, LLC (RT 2771-
13 RT 2776).

14 **REQUEST NO. 18:**

15 Produce a copy of all correspondence between you, and any representative of you, and
16 Kingston Management Services, Inc., whether written or electronic.

17 **ANSWER TO REQUEST NO. 18:**

18 For email correspondence between Eldorado Hills, LLC and Kingston Management
19 Services, Inc., please see Responsive Correspondence (RT 0341-RT 1572), particularly (RT
20 1393-RT 1411, RT 1413-RT 1431, RT 1433-RT 1464, RT 1467-RT 1469 & RT 1536-RT 1538).
21 In addition, please see Letter Correspondence between Eldorado Hills, LLC and Kingston
22 Management Services, Inc. (RT 2777-RT 2790).

23 **REQUEST NO. 19:**

24 Produce a copy of any and all agreements between you and Kingston Management
25 Services, Inc.

26 //

27 //

28 //

1 **ANSWER TO REQUEST NO. 19:**

2 Please see Accord and Satisfaction and Escrow Instructions, dated 6/24/09 (RT 2791-RT
3 2801).

4
5 Dated this 22 day of January, 2018.

6 **FENNEMORE CRAIG, P.C.**

7
8 By: 

9 Samuel S. Lionel, Esq. (NV Bar No. 1766)

10 300 South Fourth Street, Suite 1400

11 Las Vegas, Nevada 89101

12 Telephone: (702) 692-8000

13 Facsimile: (702) 692-8099

14 E-mail: slionel@fclaw.com

15 *Attorneys for Defendants*

1 CERTIFICATE OF SERVICE

2 I hereby certify that a copy of the **DEFENDANT ELDORADO HILLS, LLC'S**
3 **ANSWERS TO PLAINTIFF NANYAH VEGAS, LLC'S FIRST SET OF**
4 **REQUESTS FOR PRODUCTION OF DOCUMENTS** was e-served upon the following
5 person(s) either by electronic transmission through the Odyssey system pursuant to NEFCR 9,
6 NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail,
7 postage prepaid for non-registered users, on this 23 day of January, 2018 as follows:

8 Mark Simons, Esq.
9 Robison, Simons, Sharp & Brust
10 A Professional Corporation
11 71 Washington Street
12 Reno, Nevada 89503
13 msimons@rbsllaw.com

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

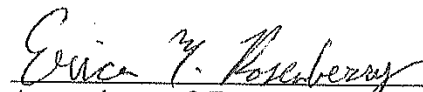
14 
15 An employee of Fennemore Craig, P.C.

EXHIBIT 6

EXHIBIT 6

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
REPLY IN SUPPORT OF 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.

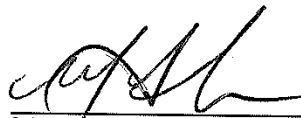
3. I submit this affidavit in support of REPLY IN SUPPORT OF MOTION TO RECONSIDER ORDER PARTIALLY GRANTING SUMMARY JUDGMENT ("Reply"), to which this affidavit is attached as Exhibit 6.

4. Exhibit 5 to the Reply is a true and correct copy of Eldorado Hill's Responses to Plaintiff's First Set of Requests for Production.

5. Exhibit 7 to the Reply are true and correct excerpts of Melissa Olivas' deposition transcript dated May 2, 2018.

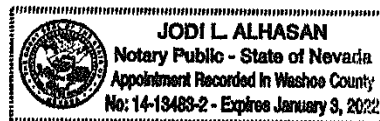
FURTHER AFFIANT SAYETH NAUGHT.

Dated this 25th day of June, 2018.


MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me on this 25 day of June, 2018 by Mark G. Simons at Reno, Nevada.




NOTARY PUBLIC

EXHIBIT 7

EXHIBIT 7

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 * * * * *
2 IMITATIONS, LLC, a Nevada)
3 limited liability company;)
4 DOES I-X; and/or ROE)
5 CORPORATIONS I-X,)
6 inclusive,)
7 Defendants.)
8

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.:

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9 BY: MARK G. SIMONS, ESQ.
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13 For Sig Rogich, aka Sigmund Rogich as Trustee of the
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19 For Defendants Teld, LLC and The Eliades Survivor Trust
20 of 10/30/08:

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jliebman@baileykennedy.com
24

25

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1 Q. Now, you've had your deposition taken
2 before --

3 A. Yes.

4 Q. -- in this action, and you're familiar with
5 the process. And when I ask you questions, you get the
6 opportunity to provide me answers. If any of my
7 questions are confusing or don't make sense, which can
8 happen, feel free to ask me to clarify. Does that make
9 sense as well?

10 A. Yes.

11 Q. All right. What is your current employment?

12 A. Vice President of Finance at the Rogich
13 Communications Group.

14 Q. All right. And who do you report to?

15 A. Sig Rogich.

16 Q. What does the Rogich Communication Group do?

17 A. Business and political consulting.

18 Q. Okay. And when you do business consulting,
19 do you also oversee and manage any of the entities
20 owned by the Rogich Trust?

21 A. Yes.

22 Q. Okay. Which ones are those that you are
23 currently involved in?

24 A. The Rogich Family Trust.

25 Q. Okay. Is there more than one trust?

1 Q. Okay.

2 A. I received the QuickBooks.

3 Q. Okay. What's the difference between
4 Exhibit 3 and the QuickBooks you are referencing?

5 A. QuickBooks is the accounting software that
6 produces this.

7 Q. Oh, so you're saying you didn't receive this
8 hard copy, you received the software --

9 A. Yeah, I received --

10 Q. -- the electronically stored information?

11 A. Yes.

12 Q. Okay. But the QuickBooks program that you
13 received is able to generate the exhibit we're looking
14 at as Exhibit 3?

15 A. Correct.

16 Q. All right. What is -- this is called the
17 Eldorado Hills, LLC general ledger. What do you
18 understand that to mean?

19 A. It is the -- lists the transactions that were
20 accumulated in the accounting software for that entity.

21 Q. Okay. As part of the October 2008
22 transaction, we know that the books and records of
23 Eldorado Hills were transferred from Carlos Huerta to
24 Sig Rogich; right?

25 A. Yes.

1 Q. All right. So when that transfer occurred,
2 what did you receive on behalf of Sig Rogich?

3 A. I recall receiving the QuickBooks and I
4 couldn't open it because it was a different version
5 than what I had.

6 Q. The QuickBooks, so did you receive it on a
7 thumb drive or --

8 A. I don't recall, but something like that.

9 Q. All right. So let's look at the -- you are
10 familiar with this -- what Exhibit 3, is. It's a
11 report generated out of Eldorado Hills, LLC, QuickBooks
12 software?

13 A. Yes.

14 Q. All right. Now, let's look down on the very
15 first page. Do you see under the NSB checking --

16 A. Yes.

17 Q. -- on the left column?

18 We go over. And we're going to look at --

19 MR. LIONEL: I'm sorry. Where is that?

20 Thank you.

21 BY MR. SIMONS:

22 Q. Do you see on September 11, 2006, there's a
23 deposit from Craig Dunlap?

24 A. Yes.

25 Q. Okay. Initial investment, \$50,000. Do you

1 communications with Mr. Harlap?

2 A. Not -- no.

3 (Exhibit 5 marked.)

4 BY MR. SIMONS:

5 Q. I'm handing you Exhibit 5. Exhibit 5 is a
6 general ledger for Eldorado Hills, LLC provided by
7 Sigmund Rogich, Bates Nos. 2334 through 2360. And I
8 say that for the record.

9 Are you familiar with this document?

10 A. I don't look at it this way. But, yes, I
11 know what it is.

12 Q. Okay. What is it?

13 A. It's a general ledger for Eldorado Hills.

14 Q. Do you see there was a printout date of
15 June 29, 2014?

16 A. Yes.

17 Q. What is the information on this general
18 ledger supposed to show us?

19 A. The transactions and they use QuickBooks for
20 that company.

21 Q. Do you see under the city national header,
22 there -- the first entry is June 20, 2009?

23 A. April?

24 Q. April. Correct. I misspoke.

25 MR. LIONEL: April.

CERTIFICATE OF REPORTER

Page 215

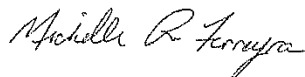
STATE OF NEVADA)
COUNTY OF CLARK)

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.

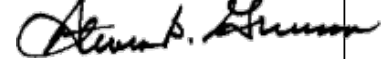
That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes into
written form, and that the typewritten transcript is a
complete, true and accurate transcription of my said
stenographic notes, and that a request has been 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



OPPN

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

**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**

1
2 **NANYAH VEGAS, LLC'S OPPOSITION TO DEFENDANTS SIGMUND ROGICH,**
3 **INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE**
4 **TRUST AND IMITATIONS, LLC'S MOTION FOR RECONSIDERATION AND**
5 **JOINDER**

6 Nanyah Vegas, LLC ("Nanyah"), by and through its attorney Mark G. Simons of
7 SIMONS LAW, PC, hereby submits its opposition to (1) the Motion for Reconsideration
8 filed by defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family
9 Irrevocable Trust and Imitations, LLC ("Rogich Defendants"), and (2) the joinder filed by
10 defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of
11 10/30/08, Eldorado Hill, LLC's and Teld, LLC (the "Eliades Defendants").

12 **I. MERITLESS MOTION.**

13 The present motion is meritless and inappropriate. First, the Rogich Defendants
14 have not sought leave to present their motion for reconsideration. Second, all the
15 Rogich Defendants had done is regurgitate their prior arguments contained in their
16 original motion for summary judgment. They cite to the same deposition transcripts,
17 same exhibits and same cases. Nothing new is presented and the motion is just a
18 rehash of the prior arguments to the Court hoping for a different result. Consequently,
19 the filing of a motion for reconsideration is not appropriate merely to rehash old, tired
20 arguments. Accordingly, this Court must reject the motion and deny it in its entirety.

21 The defendants' exact litigation tactic (filing a motion for reconsideration making
22 the identical arguments previously rejected by the court) was discussed in Moore v. City
23 of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (Nev. 1976) wherein the Nevada
24 Supreme Court stated:
25
26

27 **We note particularly that the second motion for rehearing raised no**
28 **new issues of law and made reference to no new or additional facts. Under**
such circumstances the motion was superfluous and, in our view, it was an
abuse of discretion for the district court to entertain it.

1 Id. (emphasis added). Given that the Rogich Defendant's motion is a regurgitation of
2 the prior arguments contained in the original motion, it would be an abuse of discretion
3 by this court to entertain the motion. Therefore, it must be denied.
4

5 **II. IDENTICAL ARGUMENTS IN ORIGINAL MOTION.**

6 Demonstrating that the present motion is nothing other than a shallow litigation
7 tactic trying to reargue the identical arguments that this Court previously rejected, the
8 following comparison is demonstrated:
9

10 1. **Same cases:** The Rogich Defendants' present motion again argues the
11 cases of Mackintosh v. California Federal Sav. & Loan Assoc., and Winn v. Sunrise
12 Hospital & Medical Center. Mot., p. 5. These are the identical cases cited to and
13 argued by the Rogich Defendants in their original Motion for Summary Judgment. See
14 e.g., Mot. for Sum. Jud, p.12; Reply, p. 6.
15

16 2. **Same facts:** The Rogich Defendants' Motion relies upon the identical
17 deposition testimony contained in their original Motion for Summary Judgment. See
18 e.g., Mot., p. 3.; Mot. for Sum. Jud., p.7.
19

20 3. **Same arguments:** The Rogich Defendants' Motion relies upon the
21 identical arguments contained in their original Motion for Summary Judgment. See
22 e.g., Mot., p. 3 ("All of Nanyah's claims are based on its alleged rights under the
23 [October 30, 2008] Agreements."); Mot. for Sum. Jud., p. 9:15-16 ("all of Nanyah's
24 claims are based on Exhibit 2 [Purchase Agreement] and the other October 30, 2008,
25 agreements.").

26 The foregoing demonstrates that the defendants' motion for reconsideration is
27 baseless, improper and would be an abuse of discretion for this Court to even consider.
28

1 **III. INCORPORATION OF PRIOR ARGUMENTS REQUIRING THE DENIAL OF**
2 **THE MOTION.**

3 Nanyah incorporates all of its arguments contained in its original opposition to
4 the Rogich Defendants' Motion for Summary Judgment contained at Sections V.A.
5 through V.H. Attached hereto as Exhibit 1 is a copy of those portions of Nanyah's
6 original opposition.

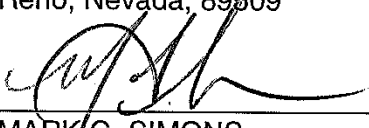
7 **IV. CONCLUSION.**
8

9 The motion for leave to file a motion for reconsideration must be denied since
10 leave to present the motion was never requested. Second, it would be an abuse of
11 discretion for this Court to even consider the motion since it merely regurgitates prior
12 arguments rejected by this Court. Finally, even if the Court were to consider the
13 motion, it must be denied based upon the overwhelming and undisputed evidence, and
14 under the law of the case doctrine, Nanyah did not discover the existence of its claims
15 until sometime in December, 2012. Accordingly, all claims have been filed within the
16 applicable statutes of limitations.
17

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

20 DATED this 25th day of June, 2018.

21
22 SIMONS LAW, PC
23 6490 S. McCarran Blvd., #C-20
24 Reno, Nevada, 89509

25 
26 MARK G. SIMONS
27 Attorney for Nanyah Vegas, LLC
28

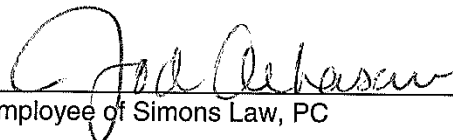
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CERTIFICATE OF SERVICE

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

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Erica Rosenberry	erosenberry@fclaw.com

DATED this 25th day of June, 2018.

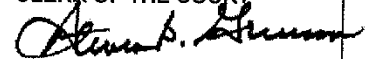

Employee of Simons Law, PC

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NO.	DESCRIPTION	PAGES
1	Opposition Excerpts	17

EXHIBIT 1

EXHIBIT 1



OMSJ

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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

Opp

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT;
COUNTERMOTION FOR SUMMARY
JUDGMENT;
AND COUNTERMOTION FOR NRCP
56 (f) RELIEF

1 repudiation of the defendants' obligations to it to repay its \$1.5 million investment
2 and/or to transfer to it a membership interest in Eldorado. Id., ¶13.

3 **V. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT MUST BE DENIED.**

4 **A. DEFENDANTS' MOTION IS PREDICATED ON CONCLUSORY**
5 **ALLEGATIONS.**

6 The defendants' motion for summary judgment argues exclusively that Nanyah's
7 claims were not brought until 8 years after they had accrued. Mot., p. 3:24-25. In
8 support of its motion, the defendants purport to submit a number of "facts" that assert
9 Nanyah's claims were not brought within the proper time after the claim had "accrued."
10 Mot., p. 4:8-5:2. The support for defendants' motion are not facts but instead the
11 argument that Nanyah's claims allegedly "accrued" on the date Rogich and the Rogich
12 Trust entered into the Purchase Agreement with Huerta/Go Global. However,
13 defendants' argument that Nanyah's claims accrued on October 30, 2008, when the
14 Purchase Agreement was entered into has no merit.

15 The Purchase Agreement's inception date has nothing to do with when a claim
16 for breach accrued and/or when the breach was discovered. Further, defendants'
17 accrual date contention is nothing more than a legal conclusion which is insufficient to
18 support a motion for summary judgment. Michaels v. Sudeck, 107 Nev. 332, 334, 810
19 P.2d 1212, 1213 (1991) (conclusory statements do not support NRCP 56 relief). On
20 this ground alone, the defendants' motion must be denied.

21 **B. DEFENDANTS' MOTION IS BARRED BY THE LAW OF THE CASE.**

22 The Court must also apply the law of the case to defendants' Motion and deny it.
23 When the Nevada Supreme Court decides a principle or rule of law in a case, that
24 decision governs the same issue or issues in subsequent proceedings in that case.

25 Dictor v. Creative Management Services, LLC, 126 Nev. 41, 44-45, 223 P.3d 332, 334

1 (2010), citing Hsu v. County of Clark, 123 Nev. 625, 629, 173 P.3d 724, 728 (2007);
2 Wheeler Springs Plaza, LLC v. Beemon, 119 Nev. 260, 266, 71 P.3d 1258, 1262
3 (2003).

4 A district court should not re-open questions decided by the Nevada Supreme
5 Court. Estate of Adams By and Through Adams v. Fallini, 132 Nev. Adv. Op. 81, 386
6 P.3d 621, 624 (2016). This principle is known as the "law of the case" doctrine. Dictor,
7 126 Nev. at 44-45, 223 P.3d at 334. In order for the doctrine to apply, the court need
8 only "actually address and decide the issue explicitly or by necessary implication."
9 Dictor, 126 Nev. at 44-45, 223 P.3d at 334, citing Snow-Erlin v. U.S., 470 F.3d 804, 807
10 (9th Cir. 2006).

11 In the present action, the Nevada Supreme Court already addressed the
12 identical issue defendants are attempting to reargue, *i.e.*, the date Nanyah's claims
13 commenced to accrue. The law of the case precludes and bars defendants'
14 arguments. Specifically, defendants previously argued that Nanyah's unjust enrichment
15 claim commenced to accrue on a date certain, *i.e.*, the date of Nanyah's original
16 investment. The Nevada Supreme Court rejected defendants' argument and held
17 Nanyah's claim did not commence to accrue until Nanyah became aware that Eldorado
18 had no intention of honoring its repayment obligation and/or membership transfer
19 obligation. Accordingly, the law of the case is that Nanyah's causes of action did not
20 begin to accrue until such time as Nanyah became aware that the Defendants refused
21 to honor their repayment/membership interest obligation to Nanyah. Stated another
22 way, Nanyah's claims did not accrue until Nanyah discovered that the defendants'
23 repudiated their obligations to Nanyah.

1 Based upon the law of the case, it was not until sometime in December, 2012,
2 that Nanyah first become aware of the Defendants' Secret Membership Assignment
3 wherein the defendants repudiated their obligations to repay Nanyah its \$1.5 million
4 investment and/or to issue it a membership interest. Therefore, defendants' motion
5 must be denied based upon the law of the case.
6

7 **C. DEFENDANTS' MOTION IS BARRED BY THE UNDISPUTED**
8 **EVIDENCE THAT THE STATUTES OF LIMITATIONS DID NOT**
9 **COMMENCE TO RUN UNTIL NANYAH KNEW ABOUT THE**
10 **DEFENDANTS' SECRET MEMBERSHIP AGREEMENT IN DECEMBER,**
11 **2012.**

12 In addition, defendants have no idea and hence no evidence to dispute that
13 Nanyah first became aware of the defendants' treachery until sometime in December,
14 2012. Defendants have already judicially admitted this fact. SOF, ¶144. Further,
15 defendants admit they never once communicated any information about the Secret
16 Membership Assignment or the Eliades Trust's acquisition of the Rogich Trust's interest
17 in Eldorado to Nanyah. Defendants' admission in its First Amended Answer is a judicial
18 admission as to this fact as well. *Id.* ¶142.

19 Defendants' judicial admission that they never once informed Nanyah of the
20 Secret Membership Assignment and/or if their intent not to repay Nanyah or provide it a
21 membership interest is conclusive and binding on this Court. In St. Paul Mercury Ins.
22 Co. v. Frontier Pacific Ins. Co., 111 Cal.App.4th 1234, 1248, 4 Cal.Rptr.3d 416, 428
23 429 (Cal. App. 4 Dist. 2003), the court discussed the effect of a judicial admission in
24 summary judgment proceedings as follows:
25

26 In summary judgment or summary adjudication proceedings,
27 "[a]dmissions of material facts made in an opposing party's pleadings are binding
28 on that party **429 as 'judicial admissions.' They are **conclusive concessions**
of the truth of those matters, are effectively removed as issues from the
litigation, and may not be contradicted by the party whose pleadings are
used against him or her." ... "[A] pleader cannot blow hot and cold as to
the facts positively stated." ... Accordingly, Frontier and Bigge are

1 **bound by their judicial admissions.**

2 Id. (emphasis added).²⁴

3 Again, as the court explained, not only are defendants' bound by their judicial
4 admissions, they are also barred from attempting to subsequently contradict their
5 admissions in further legal proceedings. Accordingly, this Court and the defendants are
6 bound by their judicial admissions that: (1) they never informed Nanyah about the
7 Secret Membership Assignment, (2) they never informed Nanyah that they were
8 repudiating or refusing to perform their obligations to repay Nanyah's investment or
9 provide it a membership interest; and (3) that it was not until December, 2012, that
10 Nanyah discovered defendants' wrongful actions.²⁵ SOF, ¶146.

11 Because defendants are barred from rebutting Nanyah's date of discovery of the
12 defendants' breach, and because defendants admit having absolutely no evidence to
13 rebut the date of discovery as December, 2012, this Court must establish conclusively
14 that this is the date Nanyah discovered the defendants' breach. SOF, ¶¶43-45.

15 Further, because defendants cannot provide any evidence contradicting
16 Nanyah's date of discovery of the defendants' repudiation until December, 2012,
17 Nanyah is entitled to summary judgment that all its claims are timely and not barred by
18 any statute of limitations. Siragusa v. Brown, 114 Nev. 1384, 971 P.2d 801, 806 (1998)

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

28 ²⁵ Bizarrely defendants contend without any evidentiary support that "Mr. Harlap
[Nanyah's principal] knew in 2008 that Exhibit 2 had been breached." Mot., p., 12:17.
Again, this is an unsupported and unsubstantiated contention and demonstrates that
defendants are willing to say or do anything to avoid liability to Nanyah.

1 ("[T]he time of discovery may be decided as a matter of law" when "uncontroverted
2 evidence" establishes the date of discovery of the breach). Since the evidence is
3 uncontroverted that Nanyah did not discover the defendants' acts of secretly
4 transferring the Rogich Trust's membership interest to the Eliades Trust until
5 December, 2012, the Court must grant summary judgment in Nanyah's favor that all of
6 its claims are timely asserted and not barred by any statute of limitations.
7

8 **D. DEFENDANTS' MOTION IS BARRED BY THE DISCOVERY RULE.**

9 Even if the Court were to ignore the law of the case, and ignore the judicial
10 admissions made by defendants, summary judgment must still be denied because the
11 statutes of limitations on Nanyah's claims did not commence to run until Nanyah
12 learned of the defendants' Secret Membership Agreement and the repudiation of their
13 obligations to Nanyah.²⁶ Until Nanyah discovered the defendants' breach, all statutes
14 of limitations were tolled.
15

16 The Nevada Supreme Court discussed the application and underlying theory of
17 the "discovery rule" in Peterson v. Bruen, 106 Nev. 271, 792 P.2d 18 (1990). In
18 Peterson, the plaintiff brought a personal injury action seeking to recover damages
19 stemming from abuse during childhood. The court addressed the general application of
20 the statute of limitations and the discovery rule as follows:
21

22 The general rule concerning statutes of limitations is that a cause of
23 action accrues when the wrong occurs and a party sustains injuries for which
24 relief could be sought. . . . An exception to the general rule has been recognized
25 by this court and many others in the form of the so-called "discovery rule."
26 Under the discovery rule, the statutory period of limitations is tolled until the

27 ²⁶ Mohr v. Lear, 395 P.2d 117, 121 (Or. 1964) ("When one party repudiates a contract .
28 . . the injured party has an election to pursue one of three remedies: he may treat the
contract as at an end and sue for restitution, he may sue for damages, or he may sue
for specific performance in certain cases.").

1 injured party discovers or reasonably should have discovered facts supporting a
2 cause of action. . . .

3 The rationale behind the discovery rule is that the policies served by
4 statutes of limitations do not outweigh the equities reflected in the proposition
5 that plaintiffs should not be foreclosed from judicial remedies before they know
6 that they have been injured and can discover the cause of their injuries.
7 Plaintiffs should be put on notice before their claims are barred by the passage
8 of time.

9 Id. at 20; see also G & H Associates v. Ernest W. Hahn, Inc., 934 P.2d 229, 232 n.5
10 (Nev. 1997) ("Under the discovery rule, the statutory period of limitations is tolled until
11 the injured party discovers or reasonably should have discovered facts supporting a
12 cause of action.").

13 In the present case, the defendants were obligated to repay Nanyah's \$1.5
14 million investment and/or confirm the investment as a membership interest. However,
15 there was no specific deadline or date the defendants were obligated to perform such
16 functions under any of the agreements. So, unlike a promissory note with a maturity
17 date, and/or a real property purchase contract that contains a closing date, there was
18 no date certain for defendants to perform their obligations to Nanyah. Accordingly, no
19 statute of limitations commenced to run until such time as Nanyah discovered the
20 defendants' repudiation of their contract obligations to it.

21 The judicially admitted facts are the defendants never informed Nanyah about
22 the Secret Membership Assignment and never informed Nanyah that they were
23 repudiating or refusing to perform their obligations to repay Nanyah's investment or
24 provide it a membership interest. Instead, it was not until December, 2012, that
25 Nanyah discovered Defendants' wrongful actions. SOF, ¶46. Accordingly, it was not
26 until December, 2012, that the statutes of limitations commenced to run. The rationale
27 of the discovery rule as discussed in Peterson is best served by the proposition that
28

1 Nanyah should not be foreclosed from judicial remedies before it even knew that the
2 defendants concocted and implemented their secret scheme to divest Nanyah of its
3 \$1.5 million investment and/or preclude it from the value of its membership interest in
4 Eldorado.
5

6 **E. DEFENDANTS' MOTION IS BARRED BY THE INJURY RULE.**

7 Similar to the application of the discovery rule in contract-based claims, the injury
8 rule tolls a statute of limitations on tort claims until such time as an "appreciable injury"
9 is discovered. Libby v. Eighth Jud. Dist. Ct., 130 Nev. Adv. Op. 39, 325 P.3d 1276,
10 1280 (2014). As with Nanyah's contract-based claims, the statute of limitations could
11 not begin to accrue on Nanyah's tort-based claims until Nanyah was made aware that it
12 would not receive repayment of its \$1.5 million and/or membership interest in Eldorado
13 until December, 2012. Thus, the statute of limitations began to accrue at that time
14 because that is when an appreciable injury first manifested itself. Because the statute
15 of limitations began to accrue in December, 2012, (and not in 2008) Nanyah's claims
16 are well within the statute of limitations period and defendants' motion must be denied.
17
18

19 **F. DEFENDANTS' MOTION IS BARRED BY 10 YEAR STATUTE OF
20 LIMITATION.**

21 Nanyah's claim for payment from defendants is equivalent to a demand note. A
22 demand note is a contractual obligation to pay an amount when there is no maturity
23 date. The relevant contracts do not contain a date certain by which Nanyah's
24 investment will be repaid and/or when Eldorado was obligated to issue a membership
25 interest. Instead, the obligation is payable on demand.
26

27 NRS 114.3118(2) provides that a demand obligation is payable within six (6)
28 years after demand, however, if no such demand has been made, then within ten years
from the date the obligation was incurred. In the present case, if the Court were to

1 construe Nanyah's initial complaint as a demand triggering this statute of limitations,
2 then the complaint was filed on July 31, 2013. Based upon that date, all of Nanyah's
3 claims for relief are timely and the statute does not expire until July 30, 2019.

4 Alternatively, if the court imposes the ten-year statute of limitation from the date of the
5 origination of the contractual obligation to pay, then the statute does not expire until
6 October 29, 2018. Applying either triggering event, Nanyah initiated this action well
7 within both statutes of limitation contained in NRS 114.3118.
8

9 **G. AN ANALYSIS OF EACH OF NANYAH'S CLAIMS ESTABLISH THAT**
10 **THEY WERE TIMELY FILED AND NOT SUBJECT TO ANY STATUTE**
11 **OF LIMITATION.**

12 As demonstrated, all of Nanyah's claims commenced to accrue in December,
13 2012. There is no dispute that Nanyah's unjust enrichment claim in the original action
14 is timely. Nanyah's Complaint in the consolidated action was filed on November 4,
15 2016, which date is less than four (4) years from December, 2012. A simple analysis
16 demonstrates that each claim is timely and may not be dismissed.
17

18 CLAIM	SOL	TIMELY FILED
19 1 ST Breach of Contract	6 yrs ²⁷	Yes
20 2 ND Breach of Implied Covenant of 21 Good Faith and Fair Dealing. 22 Contractual	6 yrs ²⁸	Yes

23
24 ²⁷ NRS 11.190(1). In addition, because the breach Nanyah is suing upon is the
25 apparent repudiation of the defendants' obligations to Nanyah, the claim did not accrue
26 on the date that Nanyah brought suit. Schwartz v. Wasserburger, 117 Nev. 703, 30
27 P.3d 1114 (2001) ("We therefore hold that under NRS 11.190(1)(b), a cause of action in
28 contract cases involving a wholly anticipatory repudiation accrues . . . on the date that
the plaintiff sues upon the anticipatory breach."). Since Nanyah's original complaint
was filed on July 31, 2013, the statute of limitations on all of Nanyah's breach of
contract claims do not expire until July 30, 2019.

²⁸ NRS 11.190(1).

1	3 RD Breach of Implied Covenant of	6 yrs ²⁹	Yes
2	Good Faith and Fair Dealing		
3	Tortious		
4	4 TH Intentional Interference	Withdrawn ³⁰	
5	With Contract		
6	5 TH Constructive Trust	4 yrs ³¹	Yes
7	6 TH Conspiracy	4 yrs ³²	Yes
8	7 TH Fraudulent Transfer	4 yrs ³³	Yes
9	NRS 112.180(1)(b);		
10	8 TH Declaratory Relief;	6 yrs ³⁴	Yes
11	9 TH Specific Performance.	6 yrs ³⁵	Yes

H. DEFENDANTS CONTENTION THAT NO SPECIAL RELATIONSHIP EXISTS IS FALSE.

In addition to the statute of limitations arguments, with regard to Nanyah's 3rd claim for relief (tortious breach of the implied covenant) and its 5th claim (constructive trust), defendants argue that there is no special relationship because Mr. Harlap, Nanyah's principal, testified he did not know the individual defendants. Whether or not Mr. Harlap personally knows the defendants is irrelevant to the existence of a special relationship and/or the existence of a fiduciary duty.

²⁹ NRS 11.220.

³⁰ Nanyah hereby formally withdraws its 4th Claim for Relief.

³¹ NRS 11.190(1).

³² Siragusa v. Brown, 114 Nev. 1384, 971 P.2d 801, 806 (1998) ("Civil conspiracy is governed by the [4 year] catch-all provisions of NRS 11.220 . . .").

³³ NRS 112.220 and NRS 112.200(1)(b).

³⁴ NRS 11.190(1).

³⁵ NRS 11.190(1).

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1 judgment. Mackintosh v. California Federal Sav. & Loan Assoc., 113 Nev. 393, 935
2 P.2d 1154, 1159 (1997) ("[T]he existence of the special relationship is a factual
3 question . . .").

4
5 In addition, because Nanyah had a claim to a membership interest in Nanyah,
6 there also existed a fiduciary duty. A.C. Shaw Construction v. Washoe County, 105
7 Nev. 913, 915, 784 P.2d 9, 10 (1989). In breach of their fiduciary duties, the
8 defendants intentionally and willfully concealed critical facts from Nanyah—that the
9 Rogich Trust allegedly transferred its membership in Nanyah to the other defendants
10 for the purpose of avoiding the obligations to Nanyah. That activity is a clear breach of
11 defendants' fiduciary duties owed to Nanyah. Powers v. United Servs. Auto. Ass'n, 114
12 Nev. 690, 701, 962 P.2d 596, 603 (1998) ("concealing facts to gain an advantage" . . .
13 is a breach of this kind of fiduciary responsibility), opinion modified on denial of
14 reh'g, 115 Nev. 38, 979 P.2d 1286 (1999)). Given the admitted existence of a special
15 and/or fiduciary relationship by and between the defendants and Nanyah, defendants'
16 motion to dismiss these two claims must be denied.

17 18 19 **2. Fiduciary Duties Among Partners/Joint Venturers.**

20 In addition, Nanyah can also be deemed a partner/joint venture with the
21 defendants since Nanyah was never formally made a member. Nanyah's status as a
22 partner is clearly a question of fact since Nanyah has to have some legal relationship as
23 a result of these defendants receiving and acknowledging Nanyah's \$1.5 million
24 investment. Dieleman v. Sendlein, 99 Nev. 768, 770, 670 P.2d 578, 579 (1983)
25 (existence of partnership "is a question of fact.").

26
27 It is also clear Nevada law that partners and joint venturers owe each other a
28 fiduciary duty of full disclosure. Clark v. Lubritz, 113 Nev. 1089, 1096, 944 P.2d 861,

1 865 (1997) ("[partner] owed [other partner] a fiduciary duty of full disclosure of material
2 facts relating to the partnership affairs."). The Nevada Supreme Court has previously
3 held that a statute of limitations is tolled when a fiduciary fails to disclose critical
4 information to the other party. Specifically, in Golden Nugget, Inc. v. Ham, 95 Nev. 45,
5 48-49, 589 P.2d 173, 175 (1979) the Court stated: "We have held that when a party
6 who is relied upon in a fiduciary capacity fails to fulfill his obligations thereunder, and
7 does not tell the other party of his failure, his omission constitutes constructive fraud,
8 tolling the statute of limitations until the facts constituting the fraud are discovered, or
9 should have been discovered, by the injured party."
10

11
12 Again, given the admitted relationship established by Nanyah's \$1.5 million
13 investment, and the defendants' repeated admission and acknowledgment of that
14 investment, whether Nanyah was a partner and/or joint venturer with the defendants is
15 a question of fact and summary judgment is again not allowed.
16

17 **3. Fiduciary Duties Among Managers and Members in an LLC.**

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

26
27 Nevada statutory and case law, however, has not yet expressly defined the
28 nature of the duties among members and managers. However, as demonstrated in

1 NRS 86.286(7) the law is not silent because the statute expressly allows members and
2 managers of a limited liability company to expressly negate liability for their breach of
3 fiduciary duties. In this regard, in 2009 the Nevada Legislature specifically amended
4 the limited liability company statute to allow members of a limited liability company to
5 disclaim fiduciary duties among themselves, so long as that disclaimer does not excuse
6 "a bad faith violation of the implied contractual covenant of good faith and fair dealing."
7 NRS 86.286(7) (enacted in 2009 by S.B. 350, 75th Leg. Sess., Ch. 361, § 35).
8

9 The language of the statute and its history demonstrates that the default state of
10 affairs is that managers and members owe fiduciary duties to the other members of the
11 limited liability company. *See also Auriga Capital Corp. v. Gatz Props.*, 40 A.3d 839,
12 850–52 (Del. Ch. 2012) (using similar reasoning in holding that managers owe
13 fiduciary duties to members in a limited liability company).
14

15 Consistent with NRS 86.286's express recognition of fiduciary duties between
16 managers and members in limited liability companies, other states also recognize that
17 "[g]enerally speaking, members in member-managed LLCs and managers in manager-
18 managed LLCs have fiduciary obligations." J. William Callison and Maureen A. Sullivan,
19 *Limited Liability Companies: A State-by-State Guide To Law And Practice* § 8:7 (2012).
20 *See also* Rev. Unif. Ltd. Liab. Co. Act § 409(a), (g) (2006), in 6B U.L.A. 488 (2008)
21 (providing that members and managers of an LLC owe fiduciary duties to the company
22 and to the other members); *Sofia Design& Dev. at S. Brunswick, LLC v. D'Amore (In re*
23 *D'Amore)*, 472 B.R. 679, 689 (Bankr. D.N.J. 2012) (finding, under New Jersey law, that
24 "absent a contrary provision in an LLCs operating agreement, managing members of an
25 LLC owe the traditional fiduciary duties of loyalty and care to non-managing members
26 of that LLC."); *Salm v. Feldstein*, 20 A.D.3d 469, 469–70, 799 N.Y.S.2d 104, 104 (N.Y.
27
28

1 App. Div. 2005) (finding a fiduciary duty to make full disclosures of outside offers for
2 assets under New York law).

3 Finally, in Delaware, a leading source of doctrine on the nature of intra-entity
4 relationships, managers and members of a limited liability company owe fiduciary duties
5 to other members unless such duties are explicitly and adequately disclaimed. As
6 explained by the Delaware Chancery Court:
7

8 It seems obvious that, under traditional principles of equity, a manager of
9 an LLC would qualify as a fiduciary of that LLC and its members. . . . Equity
10 distinguishes fiduciary relationships from straightforward commercial
11 arrangements where there is no expectation that one party will act in the
12 interests of the other.

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

19 Thus, because the LLC Act provides for principles of equity to apply,
20 because LLC managers are clearly fiduciaries, and because fiduciaries owe the
21 fiduciary duties of loyalty and care, the LLC Act starts with the default that
22 managers of LLCs owe enforceable fiduciary duties.

23 Auriga Capital, 40 A.3d at 850–51 (citations omitted).³⁶

24 In light of the foregoing, and the Nevada Legislature’s decision in 2009 to
25 expressly allow for exclusion of liability for breach of fiduciary duties, it is clear that
26 Nevada law does allow and does impose fiduciary duties between members in limited
27 liability companies. Stated another way, it would be pointless to have the ability to
28

³⁶ The Nevada Supreme Court often looks to Delaware law on corporate law matters when there is no case law on point. See Am. Ethanol, Inc. v. Cordillera Fund, L.P., 252 P.3d 663, 667 (Nev. 2011) (looking to Delaware corporate law on the scope of “fair 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 exclude fiduciary duties if no such duties existed in a limited liability company. This
2 Court must assume the Nevada Legislature did not enact a meaningless statute.
3 General Motors v. Jackson, 111 Nev. 1026, 1029, 900 P.2d 345, 348 (1995) (statutory
4 inter interpretation should avoid absurd or unreasonable results); Cragun v. Nevada
5 Pub. Emp. Ret. Bd., 92 Nev. 202, 205, 547 P.2d 1356, 1358 (1976) ("The meaning of
6 words used in a statute may be sought by examining the context and by considering the
7 reason or spirit of the law or the causes which induced the legislature to enact it.").
8 Accordingly, this Court must find that the defendants did in fact owe fiduciary duties to
9 Nanyah as a member in Eldorado.
10

11 Under the original Eldorado Operating Agreement Rogich was called out as a
12 member of Eldorado and the Rogich Trust was a manager. See Exh. 8, Exh. A. Under
13 the Amended Operating Agreement, the subsequent members were the Rogich Trust,
14 Teld and the Flangas Trust. Exh.14, p.1. In addition, the Rogich Trust and Teld were
15 both managers. Id., p. 13. Thereafter, on June 25, 2009, under the First Amendment
16 to the Amended Operating Agreement, Rogich Trust and Teld continued to be the
17 members and managers. **Exhibit 21**, First Amended Operating Agreement, p.1, ¶1.³⁷
18 Accordingly, at all relevant times, the defendants have been co-members and/or
19 managers of Nanyah, with each having fiduciary duties to Nanyah. Thus, as a matter of
20 law, the defendants owed fiduciary duties to Nanyah.
21

22
23 **I. NANYAH'S CONSPIRACY CLAIM IS PROPERLY PLED AND**
24 **SUPPORTED.**

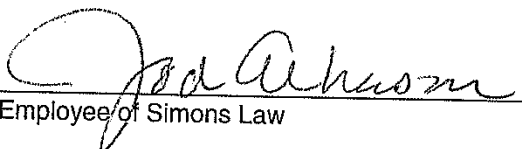
25 Defendants separately argue that summary judgment should be granted on
26 Nanyah's 6th claim for relief (conspiracy) because there is insufficient evidence of a
27 conspiracy between the defendants. Again, proof of a conspiracy is a question of fact
28

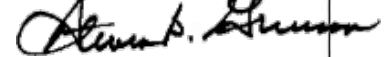
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, and that on this date I caused to be served a true copy of the
**OPPOSITION TO MOTION FOR SUMMARY JUDGMENT; COUNTERMOTION FOR
SUMMARY JUDGMENT AND COUNTERMOTION FOR NRCP 56 (f) RELIEF** on all
parties to this action via the Odyssey E-Filing System:

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DATED this 20th day of March, 2018.


Employee of Simons Law



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10 *of the Rogich Family Irrevocable Trust and Imitations, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

20 **Plaintiffs,**

21 **v.**

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

27 **Defendants.**

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

Plaintiff,

v.

TEL D, 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

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

Hearing Date: 7/10/2018
Hearing Time: In Chambers

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION**

2 Defendants Sig Rogich, individually and as Trustee of the Rogich Family Irrevocable
3 Trust and Imitations, LLC (“Defendants”) reply to Nanyah’s Opposition to Defendants’ Motion
4 for Reconsideration and Joinder as follows:

5 I.

6 **DEFENDANTS’ MOTION IS PROPER**

7 Nanyah contends that the Motion is meritless and inappropriate and it would be an abuse
8 of discretion by the Court to entertain the motion. Opp. at 2:13,3:2-4. Plaintiff argues
9 Defendants cite only 2 identical cases, rely on identical deposition testimony and the same
10 argument that “All of Nanyah’s claims are based on its alleged rights under the [October 30,
11 2008] agreements,” that were alleged in Defendant’s Motion for Summary Judgment. Opp. at
12 3:10-25. In fact, Defendants rely on 10 Nevada cases, additional Harlap testimony with respect to
13 accrual and argument and authorities with respect to Plaintiff’s failure to bear its burden to
14 provide operative facts to counter Defendants’ accrual date.

15 Plaintiff contends Defendants’ have not sought leave to present their motion for
16 reconsideration and cite Moore vs. City of Las Vegas, 92 Nev. 402, 405, 551 P. 2d 244, 246
17 (1976). In Moore, it was held that it was an abuse of discretion to entertain a second motion for
18 rehearing of a denial of a summary judgment motion because it raised no new issues of law and
19 made no reference to new or additional facts.

20 Not only does Moore not have any similarity to Defendants’ Motion, there is clear
21 authority for Defendants’ Motion.

22 E.D.C.R. 2.24(b) provides that :

23 “A party seeking reconsideration of a ruling of the Court, other than any
24 order which may be addressed by motion pursuant to NRCP 50(b), 52(b),
25 59 or 60, must file a motion for such relief within 10 days after service of
26 written notice of the order or judgment unless the time is shortened or
27 enlarged by order. A motion for rehearing or reconsideration must be
28 served, noticed, filed and heard as is any other motion...”¹

¹ Defendants’ Motion was timely filed.

1 **HARLAP DEPOSITION TESTIMONY**

2 Defendants rely on Harlap's testimony cited in its Summary Judgment Motion. In
3 addition it relies on the following Harlap deposition testimony not cited in the Summary
4 Judgment Motion.

5 Q. Why do you say 'at least 2008'?

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

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

MR. SIMONS: YOU ARE MISCHARACTERIZING.

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

10 Harlap Deposition (Exhibit 3 at 74:4-15).

11 That Harlap testimony is manifestly based on the 2008 Purchase Agreement and Nanyah's
12 alleged claim under it. It is additional fact evidence of the 2008 accrual date.

13 **II.**

14 **NANYAH DOES NOT DISPUTE ITS CLAIMS ACCRUED IN 2008**

15 Defendants' Reconsideration Motion demonstrates the overwhelming evidence that the
16 accrual date is 2008. See Motion at 4:18-6:17. The Motion clearly points out that Nanyah "must
17 by affidavit or otherwise set forth specific facts demonstrating the existence of a genuine issue for
18 trial or have summary judgment entered against him." Wood v. Safeway, Inc., 121 Nev. 724,
19 732, 121 P. 3d 1026, 1031 (2005). Defendants further challenged Nanyah by stating that
20 "Nanyah has not disputed and cannot dispute the clear evidence of the accrual date of 2008."
21 Motion at 6:16-17. Nanyah's lame response is to refer the Court to its Opposition Brief to the
22 Summary Judgment which states that the 2008 accrual date is not supported by facts, the accrual
23 date is the date of the Agreements and the accrual date is a legal conclusion. See Nanyah's
24 Exhibit 1 at 22:6-23. That is not a dispute of any of the facts supporting the accrual date nor is it
25 the specific facts demonstrating the existence of a genuine issue for trial required of a nonmovant
26 to avoid entry of summary judgment.

27 It is noteworthy that the only case cited in Nanyah's prior Opposition is Michaels v.
28 Sudeck, 107 Nev. 332, 334, 810 P.2d 1212, 1213 (1991), which states "The party opposing such a

1 motion [for summary judgment] must set forth specific facts showing there is a genuine issue for
2 trial.”

3 Accordingly, summary judgment should be awarded dismissing Nanyah’s remaining
4 claims for its failure to set forth specific facts demonstrating a genuine issue for trial. Posadas v.
5 City of Reno, 109 Nev. 448, 452, 851 P. 2d 438, 446 (1993); Wood v. Safeway, Inc., 121 Nev.
6 724, 732, 121 P. 3d 1026, 1031 (2005).

7
8 **III.**

9 **THERE IS NO GENUINE ISSUE OF FACT AND DEFENDANTS ARE**
10 **ENTITLED TO JUDGMENT AS A MATTER OF LAW**

11 Summary Judgment must be granted when the record evidence demonstrate that there is
12 no genuine issue as to any material fact and the moving party is entitled to judgment as a matter
13 of law. Id. at 731. Witherow v. State Bd. of Parole Com’rs, 123 Nev. 305,308; 167 P. 3d 408,
14 409 (2007). Defendants have clearly shown the accrual date for Nanyah’s remaining claims is
15 2008. Nanyah has failed to offer specific facts or any evidence whatsoever to dispute that accrual
16 date. In fact, because the accrual date is based on Harlap’s clear deposition testimony, the
17 Complaint, the alleged Agreements and Nanyah’s status as a Potential Claimant under the
18 Purchase Agreement, there is no basis to dispute that accrual date. Thus, there is no genuine issue
19 of fact remaining for trial.

20 Nanyah’s complaint was filed November 4, 2016, 8 years after Nanyah’s remaining
21 claims accrued. As no statute of limitations applicable to Nanyah’s remaining 6 claims is more
22 than 6 years, Defendants are entitled to judgment as a matter of law. Accordingly, summary
23 judgment should be granted to Defendants dismissing Nanyah’s remaining 6 claims. Wood v.
24 Safeway, Inc., 121 Nev. 724, 732, 121 P. 3d 1026, 1031 (2005); . Posadas v. City of Reno, 109
25 Nev. 448, 452, 851 P. 2d 438, 446 (1993).

26 //

27 //

28 //

1 IV.

2 **A TRIAL IS SUPERFLUOUS BECAUSE THERE IS NO GENUINE ISSUE OF**
3 **MATERIAL FACT TO BE DECIDED BY A JURY**

4 Defendants have shown that Nanyah has not submitted specific facts demonstrating the
5 existence of a genuine issue of a fact for trial with respect to the 2008 accrual date. Thus, a jury
6 truly will serve no legitimate purpose.

7 Summary Judgment is designed to determine whether there is a genuine need for trial.
8 Evans Cabinet Corp. v. Kitchen Int'l, Inc., 593 F. 3d 135, 140 (1st Cir. 2010). There is no reason
9 this case should go to trial. The only material fact is the accrual date and there is no genuine issue
10 with respect to the accrual date. There is no legal issue. Nanyah's claimed 1.5 million
11 investment is barred by the statutes of limitations applicable to Nanyah's claims

12 A jury trial will result in considerable expense to the litigants for legal fees and costs for
13 their attorneys' trial preparations, including compliance with the requirements of the Order
14 Setting Civil Jury Trial, filed June 6, 2018 and the trial. Summary Judgment "promotes judicial
15 economy and reduces litigation expense associated with actions clearly lacking merit". Elizabeth
16 E. v. ADT Security Systems West, 108 Nev. 889, 892, 839 P.2d 1308, 1310 (1992).

17 **CONCLUSION**

18 Defendants' Motion for Reconsideration should be granted and Summary Judgment
19 dismissing Nanyah's Complaint against the Defendants should be granted.

20 Dated this 2 day of July, 2018.

21 **FENNEMORE CRAIG, P.C.**

22 By: 

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

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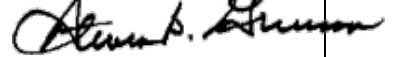
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ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC

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

**DEFENDANT ELDORADO HILLS,
LLC'S REPLY IN SUPPORT OF ITS
MOTION FOR SUMMARY JUDGMENT
AND OPPOSITION TO
COUNTERMOTION FOR SUMMARY
JUDGMENT**

Hearing Date: 7/26/18

Hearing Time: 10:30 a.m.

CONSOLIDATED WITH:

Case No. A-16-746239-C

1 **DEFENDANT ELDORADO HILLS, LLC’S REPLY IN**
2 **SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT AND**
3 **OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT**

4 Defendant Eldorado Hills, LLC (“Eldorado Hills”) files its Reply in Support of its Motion for
5 Summary Judgment (the “Motion”). Additionally, Eldorado Hills opposes Nanyah Vegas, LLC’s
6 (“Nanyah”) Countermotion for Summary Judgment (the “Countermotion”). This Reply/Opposition
7 is based on the following Memorandum of Points of Authorities, the exhibits attached hereto and to
8 the related briefs, and any oral argument heard by the Court.

9 DATED this 19th day of July, 2018.

10 BAILEY ♦ KENNEDY

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

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

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I. INTRODUCTION**

20 Corporate law 101—the Rogich Family Irrevocable Trust (the “Rogich Trust”) and Eldorado
21 Hills are not one and the same. Just because the Rogich Trust supposedly agreed to repay Nanyah
22 does not mean that Eldorado Hills also agreed to pay Nanyah. In fact, quite to the contrary, *as the*
23 *written agreements on which Nanyah continually relies explicitly confirm that solely the Rogich*
24 *Trust—and not Eldorado Hills—was responsible for Nanyah’s potential claim.*

25 Knowing it does not have a claim against Eldorado Hills, Nanyah is attempting to complicate
26 a simple issue. It is undisputed that Eldorado Hills only had access to Nanyah’s \$1,500,000.00
27 payment for a few days. It is also undisputed that the *vast majority* of Nanyah’s payment
28 (\$1,420,000.00) was transferred to Go Global, LLC (“Go Global”) by Carlos Huerta. Nanyah’s
 claim that Eldorado Hills paid Go Global \$1,420,000.00 to satisfy an Eldorado Hills’ debt is false.
 The \$1,420,000.00 payment satisfied a *Rogich Trust* debt to Go Global. *That is precisely why the*

1 *written agreements confirm that the Rogich Trust—not Eldorado Hills—is solely responsible for*
2 *Nanyah’s potential claim.* Eldorado Hills is a temporary innocent recipient of Nanyah’s
3 \$1,500,000.00 payment, and therefore, summary judgment should be entered dismissing Nanyah’s
4 unjust enrichment claim against Eldorado Hills.

5 Despite this Court’s admonition that it does not consider dispositive motions via
6 countermotion because of due process concerns, Nanyah brazenly filed an untimely Countermotion
7 seeking three forms of dispositive relief.¹ Irrespective of the multiple procedural issues with the
8 Countermotion, it is also substantively incorrect for numerous reasons. First, Nanyah does not have
9 a pending claim for an implied-in-fact contract and it is too late to amend its pleadings. Second,
10 Nanyah did not provide sufficient evidence of the obligations making up this supposed implied-in-
11 fact contract. Third, Nanyah failed to show the absence of a genuine issue of material fact with
12 respect to its claim that it invested \$1,500,000.00 in Eldorado, as ample documentary evidence
13 shows it actually invested in Canamex Nevada, LLC (one of Carlos Huerta’s other entities). Fourth,
14 for the reasons described in support of the Motion, Nanyah’s unjust enrichment claim fails as a
15 matter of law. Thus, the Countermotion should be denied.

16 II. ADDITIONAL UNDISPUTED FACTS

17 A. Eldorado Hills Is Not a Party to Any of the Agreements at Issue—Further, Not a Single 18 One of These Agreements State That Eldorado Hills Is Responsible for Nanyah’s 19 Potential Claim.

20 Much of Nanyah’s Opposition is comprised of citations to various agreements which it
21 misleadingly uses to argue that Eldorado Hills is liable for \$1,500,000.00 under an unjust enrichment
22 theory. In doing so, Nanyah conveniently ignores several salient and undisputed facts.

23 First, *Eldorado Hills is not a party to any of these agreements.* The October 30, 2008
24 Purchase Agreement is between Go Global, Huerta, and the Rogich Trust.² The October 30, 2008
25 Membership Interest Purchase Agreement is between the Rogich Trust, Teld, Go Global, and

26 ¹ Two of these three forms of dispositive relief were already requested by Nanyah and denied by this Court just
27 two months ago. (Order Denying Countermotion for Summary Judgment and Denying NRCP 56(f) Relief, filed May
28 22, 2018.)

² See generally Ex. 1-B to Def. Eldorado Hills, LLC’s Mot. for Summary Judgment (the “Motion”), filed June 1,
2018.

Huerta.³ The October 30, 2008 Amended and Restated Operating Agreement is between the Rogich Trust, the Flangas Trust, and Teld.⁴ There is no legal basis to hold *non-party* Eldorado Hills liable based on the language in these agreements. *JPMorgan Chase Bank, N.A. v. KB Home*, 632 F.Supp.2d 1013, 1023 (D. Nev. 2009) (“Generally under Nevada law, ‘no one is liable upon a contract except those who are parties to it.’”) (citation omitted).

Even worse, none of these agreements contain any language indicating that Eldorado Hills is responsible for Nanyah’s potential claim. On the contrary, each and every agreement explicitly states that the Rogich Trust is *solely* responsible for Nanyah’s potential claim.⁵ Nanyah continuously refers to Exhibit D to the October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global, and Huerta, arguing it is proof that all of the parties agreed that Eldorado Hills was responsible for Nanyah’s \$1,500,000.00 investment. Unsurprisingly, Nanyah refuses to quote the entirety of Exhibit D, which states as follows:

QUALIFICATION OF REPRESENTATIONS OF *[THE ROGICH TRUST]*

[The Rogich Trust] confirms that certain amounts have been advanced to or on behalf of [Eldorado Hills] by certain third parties, as referenced in Section 8 of the Agreement. *[The Rogich Trust]* shall endeavor to convert the amounts advanced into non-interest bearing promissory notes *for which [The Rogich Trust] shall be responsible*. Regardless of whether the amounts are so converted, *[The Rogich Trust] shall defend, indemnify, and hold harmless [Eldorado Hills] and its members for any claims by the parties listed below*, and any other party claiming interest in [Eldorado Hills] as a result of transactions prior to the date of this Agreement against [Eldorado Hills] and its members.

- | | |
|---|-----------------------------|
| 1. Eddyline Investments, LLC (potential investor or debtor) | \$50,000.00 |
| 2. Ray Family Trust (potential investor or debtor) | \$283,561.60 |
| 3. Nanyah Vegas, LLC (through Canamex Nevada, LLC) | \$1,500,000.00 |
| 4. Antonio Nevada/Jakob | \$3,360,000.00 ⁶ |

Exhibit D does not contain any language whereby Eldorado Hills—a *non-party to the Agreement*—admits that Nanyah invested \$1,500,000.00 in Eldorado Hills. On the contrary, the information

³ See generally Ex. 1-C to Mot.

⁴ See generally Ex. 1-D to Mot.

⁵ Mot., 7:1-9:3.

⁶ Ex. 1-C to Mot., Exhibit D (emphasis added).

1 contained in Exhibit D was a representation solely by the Rogich Trust. *Even more importantly,*
2 *Exhibit D confirms that Eldorado Hills was not responsible for any of these potential claims, and*
3 *that the Rogich Trust was solely responsible.* As explained above, the Rogich Trust and Eldorado
4 Hills are not one and the same. To the extent Nanyah relies on these agreements, they actually
5 defeat its unjust enrichment claim.

6 **B. Pete Eliades’ Testimony Does Not Support Nanyah’s Arguments.**

7 Again, Nanyah tries to misleadingly conflate the Rogich Trust and Eldorado Hills when
8 citing Mr. Eliades’ deposition testimony.⁷ Specifically, when Mr. Eliades testified “[t]hat’s the way
9 it was,” it was within the following context:

10 Q And under paragraph three, it identifies that “At the conclusion of the transaction,
11 Teld will own one-third of Eldorado Hills, the Flangas Trust will own one-third, *and*
12 *the Rogich Trust will own one-third subject to those investors for whom the Rogich*
13 *Trust shall assume responsibility.*” Do you remember that?

14 A Yes.

15 Q Okay. Is that your understanding of how the transaction also went down?

16 A That’s the way it was.⁸

17 When the entirety of Mr. Eliades’ testimony is revealed, his answer has nothing to do with Eldorado
18 Hills’ supposed liability and everything to do with the Rogich Trust’s liability. Again, *Eldorado*
19 *Hills and the Rogich Trust are not one and the same.*⁹

20 ///

21 ///

22 ///

23 ⁷ Opp’n to Eldorado Hills’ Mot. for Summary Judgment and Countermotion for Summary Judgment (the
24 “Opposition to Eldorado MSJ”), 10:17-27, filed June 19, 2018 (misleadingly referencing “contractual duties owed by
Eldorado and Rogich to Nanyah...”).

25 ⁸ Ex. 17 to Opp’n to Eliades Defs.’ Mot. for Summary Judgment and Countermot. for Summary Judgment (the
“Opposition to Eliades Defendants’ MSJ”), 21:20-22:6, filed June 19, 2018 (emphasis added).

26 ⁹ Despite its failure to attach or quote any of her testimony in the Opposition, Nanyah misleadingly claims that
27 Dolores Eliades testified that Eldorado Hills owed Nanyah \$1,500,000.00. (Opp’n to Eldorado MSJ, 18:23-25.).
Dolores Eliades never testified that Eldorado Hills owed Nanyah anything. Just like Mr. Eliades’ testimony, Dolores
28 Eliades testified that the Rogich Trust was solely responsible for Nanyah’s potential claim. (Opp’n to Eliades Defs.’
MSJ, 17:17-19:1.) *Eldorado Hills and the Rogich Trust are not one and the same.*

1 III. ARGUMENT RELATING TO MOTION

2 A. Nanyah Failed to Show a Genuine Issue of Material Fact With Respect to Its Unjust
3 Enrichment Claim.

4 Nanyah’s only pending claim against Eldorado Hills is the equitable claim of unjust
5 enrichment. Nanyah has not asserted any contractual claims against Eldorado Hills, nor has it
6 asserted any tort claims against Eldorado Hills.¹⁰ On summary judgment, one would expect
7 Nanyah—which has the burden of proof—to provide a clear basis for its sole claim for relief.
8 *Certified Fire Prot., Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 381, 283, P.3d 250, 257 (2012)
9 (The plaintiff “must establish each element of unjust enrichment.”). Nanyah failed to do so, and
10 instead spent the vast majority of its Opposition trying to prove the Rogich Trust’s liability. Again,
11 ***Eldorado Hills and the Rogich Trust are not one and the same.*** See *Haugrud v. Craig*, 903
12 N.W.2d 537, 541 (N.D. 2017) (“Equally settled is that a LLC and its members are separate and
13 distinct entities....”); *Geis v. Colina Del Rio, LP*, 362 S.W.3d 100, 109 (Tex. App. 2011) (A
14 “member or manager of a limited liability company” is “legally distinct” from the company.); *In re*
15 *Erskine*, 550 B.R. 362, 370 (Bankr. W.D. Tenn. 2016) (“[T]he assets and liabilities of a limited
16 liability company are separate from the assets and liabilities of its members.”).

17 Nanyah argues that the “internal use of Nanyah’s money is entirely irrelevant to Nanyah’s
18 right to receive the return of its \$1.5 million investment.”¹¹ Nanyah does not cite any legal authority
19 for this argument. Nor could it, because it is incorrect as a matter of law. Under binding Nevada
20 precedent, an unjust enrichment claim—the sole claim Nanyah asserted against Eldorado Hills—
21 requires sufficient proof of three separate elements. The plaintiff must confer a ***benefit*** on the
22 defendant, the defendant must appreciate such ***benefit***, and there must be ***acceptance and retention***
23 by the defendant of such ***benefit*** under circumstances such that it would be inequitable for him to
24 retain the ***benefit*** without payment of the value thereof. *Unionamerica Mortg. and Equity Trust v.*
25 *McDonald*, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (1981) (citation omitted).

26
27 ¹⁰ See generally First. Am. Compl., Case No. A-13-686303-C, filed Nov. 21, 2013.

28 ¹¹ Opp’n to Eldorado MSJ, 14:12-14.

Perhaps the beneficial use of Nanyah's money is irrelevant for Nanyah's potential claim against the Rogich Trust since it explicitly agreed to be solely responsible. However, with respect to Eldorado Hills and the theory of unjust enrichment, it very much matters what happened to the money. As shown above and below, Eldorado Hills did not benefit from or retain the \$1,500,000.00 payment—the Rogich Trust benefitted and Go Global retained the money. To be sure, *even Nanyah admits that its \$1,500,000.00 payment was the Rogich Trust's responsibility and not Eldorado Hills' responsibility.*¹² While Nanyah may have a claim for the return of its money, it does not have a claim against Eldorado Hills, let alone an unjust enrichment claim. Accordingly, summary judgment should be entered, dismissing Nanyah's unjust enrichment claim against Eldorado Hills.

B. The \$1,420,000.00 Payment to Go Global Did Not Relate to an Eldorado Hills Debt—It Related to a Rogich Trust Debt.

“Go Global and the Rogich Trust were 50%-50% owners of Eldorado. As such, they both were obligated to fund 50% of Eldorado expenses.”¹³ This is one of the few statements by Nanyah that is consistent with Nevada law. As stated in the Motion, NRS 86.391 renders each member of an LLC liable *to the LLC* for any capital contribution shortfall. *See also JPMorgan Chase Bank, N.A.*, 632 F.Supp.2d at 1025 (“The Nevada limited liability company statutes provide that a member is liable to a limited liability company for contributions that the member agreed to pay.”); *Julka v. U.S. Bank Nat’l Ass’n*, 516 S.W.3d 84, 88 (Tex. App. 2017) (“[C]ontributions made to the company become the company’s assets; they are no longer the personal assets of the company’s members.”).

When the Rogich Trust failed to provide its 50% capital contribution obligation for the Antonio Nevada payment, the Rogich Trust owed that shortfall *to Eldorado Hills*. Go Global then increased its capital contribution to Eldorado Hills to cover the Rogich Trust’s shortfall.¹⁴ If

¹² Opp’n to Mot. for Summary Judgment; Countermot. for Summary Judgment; and Countermot. for NRCP 56(f) Relief, 18:17-20, filed March 19, 2018 (“Based on the terms of the original Purchase Agreement, the Membership Interest Purchase Agreements and the Eldorado Amended Operating Agreement, *Nanyah’s membership interest would come from part of the Rogich Trust’s membership interest rather than Eldorado issuing an additional membership interest.*”) (emphasis added).

¹³ Opp’n to Eldorado MSJ, 15:5-9.

¹⁴ Nanyah misleadingly claims that Go Global loaned these extra funds to Eldorado Hills. The evidence proves the contrary. *In the document cited and relied upon by Nanyah*, it is described as a “CC [Capital Contribution] to cover Antonio Nevada payment.” (Ex. 2-H to Mot., PLTF 568.) Although other Go Global payments were described as loans, the payment related to Antonio Nevada was explicitly classified as a capital contribution. *Id.*; *see also In re Williams*,

1 Nanyah’s \$1,500,000.00 payment reimbursed Go Global for this additional capital contribution, it
2 did not provide a benefit to Eldorado Hills because it was already entitled to those funds under NRS
3 86.391—it just received them from a different member. The only entities which actually benefitted
4 from this so-called reimbursement was the Rogich Trust, which was absolved of its debt to Eldorado
5 Hills, and Go Global, which received \$1,420,000.00 in reimbursement. In other words, *Nanyah’s*
6 *payment was not used to pay a debt owed by Eldorado Hills to Go Global—it was used to pay a*
7 *debt owed by the Rogich Trust to Go Global.*

8 Eldorado Hills ended up in the same position it would have been had the Rogich Trust
9 complied with its capital contribution obligation to begin with. On the other hand, if Eldorado Hills
10 is liable for Nanyah’s payment, it will be forced to pay the Rogich Trust’s capital contribution
11 shortfall long after the Rogich Trust left the company. Any such result is inequitable and completely
12 contrary to NRS 86.391. As stated in the Motion, the “principles of unjust enrichment will not
13 support the imposition of liability that leaves an innocent recipient worse off than if the transaction
14 with the claimant had never taken place.” *Certified Fire Prot., Inc. v. Precision Constr. Inc.*, 128
15 Nev. at 382, 283, P.3d at 257 (*citing* Restatement (Third) of Restitution and Unjust Enrichment § 1,
16 cmt. d (2011)). Accordingly, summary judgment should be entered, dismissing Nanyah’s unjust
17 enrichment claim against Eldorado Hills.¹⁵

18 **IV. ARGUMENT RELATING TO COUNTERMOTION FOR SUMMARY JUDGMENT**

19 **A. Nanyah’s Countermotion for Summary Judgment is Untimely.**

20 This Court recently set the dispositive motion deadline for June 1, 2018.¹⁶ Based on that
21 deadline, Eldorado Hills filed this Motion on June 1, 2018. *Nineteen days after the dispositive*
22 *motion deadline*, Nanyah filed the Countermotion.¹⁷ The right to file a countermotion does not

23 455 B.R. 485, 500-01 (Bankr. E.D. Va. 2011) (treating payments to the company as capital contributions as opposed to
24 loans because there were “no formal debt instruments” and the “books and records” did not “reflect any indebtedness
25 owed to its interest holders.”).

26 ¹⁵ To the extent it did retain a benefit, it is limited to \$80,000.00, the difference between Nanyah’s payment
(\$1,500,000.00) and the payment to Go Global (\$1,420,000.00).

27 ¹⁶ Discovery Commissioner’s Report and Recommendation, filed May 1, 2018 (affirmed and adopted by this
Court on April 27, 2018).

28 ¹⁷ The Countermotion is practically identical to the Countermotion for Summary Judgment filed by Nanyah on
March 19, 2018, and denied by this Court on May 22, 2018. (Order Denying Countermot. for Summary Judgment and

1 permit a party to disregard the dispositive motion deadline. *See, e.g., Sfr Invs. Pool I v. Nationstar*,
2 Case. No. A-13-688566-C, 2016 Nev. Dist. LEXIS 1104, at *6-7 (Dist. Ct. Feb. 9, 2016) (striking a
3 countermotion for summary judgment as untimely because it did not comply with the dispositive
4 motion deadline); *accord Candow v. Dust*, No. 2:11-CV-00343-LRH-GWF, 2014 WL 4636372, at
5 *3 (D. Nev. Sep. 16, 2014). Nanyah filed its Countermotion in violation of this Court's scheduling
6 order and without the requisite good cause. *See* N.R.C.P. 16(b). The Countermotion should be
7 denied.

8 **B. Nanyah's Countermotion is Procedurally Improper.**

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

12 And let me indicate to both of you that I rarely consider countermotions
13 because I'm concerned about the due process rights of the parties. When
14 a motion is filed and then a countermotion is filed it doesn't allow for a
full briefing so I rarely consider them.¹⁸

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

17 You know I'm really – I don't want to cut you off from making your
18 record but I'm really not inclined to deal with a dispositive request for
19 relief when there's not due process to both sides. If you believe you
20 have a cause of action then file your motion and give them a chance to
fully brief it; give me the chance to fully digest the facts and determine
the law.¹⁹

21 Apparently Nanyah decided to ignore the Court yet again by tacking a substantial Countermotion to
22 its Opposition. For that reason alone, the Countermotion should be denied.

23
24
25
26 Denying NRCP 56(f) Relief, filed May 22, 2018.) Nanyah has not explained why it filed an untimely Countermotion
which was already denied by this Court.

27 ¹⁸ Tr. of Proceedings, Sep. 11, 2014, 6:7-10, attached as Exhibit 1.

28 ¹⁹ *Id.*, 14:7-11.

1 **C. Nanyah Did Not Plead a Contractual Claim Against Eldorado Hills—It Only Pled an**
2 **Unjust Enrichment Claim.**

3 Nanyah’s unjust enrichment claim against Eldorado Hills has been pending since July 31,
4 2013, *almost five years ago*.²⁰ Nanyah amended its July 31, 2013 Complaint, *yet did not add a*
5 *contractual claim against Eldorado Hills*.²¹ In 2016, Nanyah filed a new lawsuit against the other
6 Defendants, *yet did not add a contractual claim against Eldorado Hills*.²²

7 Now, *approximately four months before trial, well past the deadline to amend pleadings,*
8 *and past the close of discovery*, Nanyah seeks summary judgment regarding a purported implied-in-
9 fact contract claim against Eldorado Hills that is nowhere to be found within its pleadings. Implied-
10 in-fact contract and unjust enrichment are markedly different legal theories. *See Certified Fire Prot.*
11 *Inc.*, 128 Nev. at 379-82, 283 P.3d at 256-57. An implied-in-fact contract is a “true contract,” while
12 an unjust enrichment claim can only exist in the absence of a contract. *Id.* As it pertains to Eldorado
13 Hills, *Nanyah has only pled the latter—not the former*. Suffice it to say that summary judgment
14 cannot be entered on a contractual claim that does not exist. Therefore, the Countermotion should be
15 denied.

16 **D. Nanyah Has Not Shown An Implied-In-Fact Contract With Eldorado Hills.**

17 Even assuming this Court permits Nanyah to proceed on a claim it never pled during the
18 pendency of this litigation, the fact remains that Nanyah failed to prove an implied-in-fact contract
19 with Eldorado Hills. “To find a contract implied-in-fact, the fact-finder must conclude that the
20 parties intended to contract and promises were exchanged, *the general obligations for which must*
21 *be sufficiently clear.*” *Certified Fire Prot.*, 128 Nev. at 380, 283 P.3d at 256 (emphasis added). The
22 obligations which supposedly comprise this implied-in-fact contract between Eldorado Hills and
23 Nanyah are a mystery. In particular, what “membership interest” did Nanyah supposedly contract to
24 receive for its \$1,500,000.00 investment? What percentage of Eldorado Hills was Nanyah
25 contractually entitled to own? Would that membership interest reduce Go Global’s or the Rogich

26
27 ²⁰ Compl., Case No. A-13-686303-C, filed July 31, 2013.

28 ²¹ First. Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

²² Compl., Case. No. A-16-746239-C, filed Nov. 4, 2016.

1 Trust’s existing membership interest, and if so, by how much? Would Nanyah have any voting
2 rights? Would Nanyah have any managerial rights? Would Nanyah be bound by the Operating
3 Agreement? Would Nanyah have an obligation to comply with capital calls? Without proof that
4 these obligations were discussed and agreed upon, there is not nearly enough certainty or detail to
5 conceive an implied-in-fact contract for an investment in an LLC. *See id.* (“There are simply too
6 many gaps to fill in the asserted contract for quantum meruit to take hold.”).

7 Further, contrary to Nanyah’s interpretation of the Operating Agreement, Huerta did **not** have
8 unilateral authority to **orally** agree to transfer an Eldorado Hills membership interest. Under Section
9 11.5, “no Member shall be entitled to transfer, assign[,], convey, sell, encumber or in any way
10 alienate all or any part of such Member’s Membership Interest ... **except with prior Written consent**
11 **of the Board...**”²³ Eldorado Hills’ Board of Managers was comprised of Go Global (*i.e.*, Huerta)
12 and Rogich.²⁴ Nanyah failed to provide this Court with any **written consent** by Eldorado Hills’
13 Board (either by Go Global, Rogich, or both) which authorized the sale of any Eldorado Hills
14 membership interest to Nanyah or the transfer of any portion of Go Global or the Rogich Trust’s
15 Eldorado Hills membership interest to Nanyah.

16 Finally, much of Nanyah’s Countermotion is comprised of deposition testimony and a
17 declaration from Huerta **in 2014** that Nanyah claims are binding on Eldorado Hills.²⁵ As a **former**
18 Eldorado representative, Huerta had absolutely no authority to bind Eldorado with his statements in
19 2014. *See, e.g., Rebel Comm., LLC v. Virgin Valley Water Dist.*, No. 2:10-cv-00513-LRH-GWF,
20 2011 WL 677308, at *8 (D. Nev. Feb. 15, 2011) (“[B]ecause the former employee no longer is an
21 agent of the corporation, **she cannot make revelations that bind the corporation as evidentiary**
22 **admissions....**”) (citation omitted) (emphasis added); *Brown v. St. Joseph Cty.*, 148 F.R.D. 246, 252
23 (N.D. Ind. 1993) (“[F]ormer employees cannot bind the organization, **and their statements cannot**
24 **be introduced as admissions of the corporation.**”) (citation omitted) (emphasis added).

26 ²³ Operating Agreement, § 11.5, attached as Exhibit 2 to Opp’n to Eliades Defs.’ MSJ, filed June 19, 2018
(emphasis added).

27 ²⁴ *Id.*, § 2.6; § 5.3.

28 ²⁵ Opp’n to Eldorado MSJ, 19:21-20:15.

1 Bottom line: even with Huerta’s biased, non-binding 2014 testimony, Nanyah has submitted
2 insufficient evidence to create an implied-in-fact contract between Eldorado Hills and Nanyah.
3 Therefore, the Countermotion should be denied.²⁶

4 **E. Nanyah Has Not Shown That It Invested \$1,500,000.00 in Eldorado Hills.**

5 Nanyah seeks summary judgment “that it invested \$1.5 million into Eldorado.” Yet, the
6 documentary evidence indicates otherwise. As explained in detail in the Motion, much of the
7 correspondence between Huerta and Harlap discussed an investment in Canamex Nevada, Inc.
8 (“Canamex”)—not in Eldorado Hills.²⁷ Harlap, through Nanyah, ultimately decided to invest
9 \$1,500,000.00 into Canamex—not Eldorado Hills.²⁸ Huerta/Nanyah wired the money to
10 Canamex—not Eldorado Hills.²⁹ Although Huerta temporarily funneled the money through
11 Eldorado Hills before paying it to Go Global, every piece of documentary evidence (*i.e.*, investor
12 updates from Go Global, tax documents, etc.) indicate that Nanyah received an interest in
13 Canamex—not Eldorado Hills—in exchange for Harlap’s \$1,500,000.00 payment.³⁰

14 All of this evidence shows that Nanyah invested in Canamex and not in Eldorado Hills. And,
15 as shown above, Huerta’s testimony does not bind Eldorado Hills. Accordingly, Nanyah is not
16 entitled to summary judgment on its allegation that it invested \$1,500,000.00 into Eldorado Hills.
17 Further, even if Nanyah is found to have invested \$1,500,000.00 in Eldorado Hills, that does not
18 mean that Eldorado Hills is liable for unjust enrichment or any other claim. As explained above, the
19 Rogich Trust explicitly agreed that it was solely responsible for Nanyah’s potential claim. The
20 Countermotion should be denied.

21 **F. Nanyah is Not Entitled to Summary Judgment on its Unjust Enrichment Claim.**

22 As explained in detail above, Eldorado Hills did not retain a benefit from Nanyah’s
23

24 ²⁶ To the extent that Nanyah tries to argue that its alleged implied-in-fact contract is an obligation by Eldorado to
25 repay \$1,500,000.00, it would also be barred by the statute of frauds. NRS 111.220(4) (loans for more than \$100,000
must be in writing).

26 ²⁷ Exs. 2-A and 2- B to Mot.

27 ²⁸ *Id.*

28 ²⁹ Exs. 2-B, 2-D, and 2-E to Mot.

³⁰ Exs. 2-I, 2-J, 2-K, 2-L, 2-M, and 2-N to Mot.

1 \$1,500,000.00 payment. Nanyah’s argument completely misconstrues the nature of limited liability
2 companies. As the entity, Eldorado Hills was entitled to capital contributions from its members to
3 the extent expenses needed to be paid. NRS 86.391. Accordingly, when Eldorado Hills needed to
4 repay Antonio Nevada, the Rogich Trust and Go Global were required to fund those expenses. Go
5 Global provided an additional capital contribution because the Rogich Trust could not pay its share.
6 But Eldorado was not obligated to repay that amount to Go Global. On the contrary, the Rogich
7 Trust was obligated to repay that amount to Go Global. Therefore, once Nanyah provided its
8 \$1,500,000.00 payment, Huerta apparently took that money and repaid Go Global. Eldorado Hills
9 did not benefit from that payment—the Rogich Trust and Go Global did. There is no basis to
10 impose equitable liability against Eldorado Hills. Doing so would leave an innocent temporary
11 recipient of those funds worse off than if Nanyah’s payment had never been made. Accordingly, the
12 Countermotion should be denied in its entirety.

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V. CONCLUSION

The Rogich Trust and Eldorado Hills are not one and the same. Merely because the Rogich Trust—one of Eldorado Hills’ members—agreed to be *individually responsible* for Nanyah’s potential claim does not mean that Eldorado Hills is also liable for the same debt. On the contrary, the relevant agreements explicitly prove that Eldorado Hills was not intended to be liable for Nanyah’s potential claim. The reason is simple—Eldorado Hills did not benefit from Nanyah’s payment nor did it retain Nanyah’s payment. The Rogich Trust and Go Global did. Accordingly, summary judgment should be entered dismissing Nanyah’s unjust enrichment claim, and Nanyah’s untimely Countermotion should be denied.

DATED this 19th day of July, 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 19th day of July, 2018, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, SEPTEMBER 11, 2014

RECORDER'S TRANSCRIPT OF PROCEEDINGS:

NOTICE OF HEARING

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR PARTIAL
SUMMARY JUDGMENT AND COUNTERMOTION FOR PARTIAL SUMMARY
JUDGMENT

APPEARANCES:

For the Plaintiffs:

For the Defendants:

BRANDON B. MCDONALD, ESQ.

SAMUEL S. LIONEL, ESQ.

RECORDED BY: TRACI RAWLINSON, COURT RECORDER

1 LAS VEGAS, NEVADA, THURSDAY, SEPTEMBER 11, 2014, 10:34 A.M.

2 * * * * *

3 THE COURT: Appearances please.

4 MR. MCDONALD: Good morning, Your Honor, Brandon McDonald on behalf
5 of the Plaintiffs.

6 THE COURT: Thank you.

7 MR. LIONEL: Good morning, Your Honor, Sam Lionel on behalf of the
8 Defendant Sig Rogich Trust.

9 THE COURT: Thank you Mr. Lionel; thank you Mr. McDonald. All right, this
10 is the Defendant Eldorado Hills LLC's motion for Partial Summary Judgment. We
11 have an opposition with a countermotion.

12 Please proceed, Mr. Lionel.

13 MR. LIONEL: Yes, Your Honor. I prefer to use the podium, Your Honor,
14 because it brings me closer to the Court and my hearing is not the very best.

15 THE COURT: You know I -- you guys I always feel like I'm screaming. I
16 have an extra mic up here. If I need to speak louder let me know.

17 MR. LIONEL: Yes, Your Honor. Your Honor, this is a motion of the
18 Rogich -- this is a matter between --

19 THE COURT: Eldorado Hills.

20 MR. LIONEL: Eldorado Hills and the Nanyah Vegas LLC. Those are the
21 only parties that are involved in this motion.

22 THE COURT: Right.

23 MR. LIONEL: We call it a motion for partial summary judgment because
24 there was actually a misjoinder here really and they only have one claim and it's
25 that one claim only. There are still three remaining claims which are the subject of

1 another motion that we have filed, Your Honor, but not yet submitted.

2 THE COURT: I went ahead and looked at that in the event that the issues
3 may bleed over and they do seem to be distinct -- the issues are distinct from this
4 motion to the other motion.

5 MR. LIONEL: I have trouble hearing the Court, Your Honor.

6 THE COURT: Sorry. I did look at the motion that's set for hearing on
7 September 25th and the issues are distinct from this to the other.

8 MR. LIONEL: Yes, Your Honor. Well this motion of course has nothing to do
9 with that other motion.

10 THE COURT: Right.

11 MR. LIONEL: Here we have a claim by Nanyah Vegas LLC against Eldorado
12 Hills for a million and a half, claiming unjust enrichment. Its complaint says that in
13 2006 -- 2007 it invested a million and a half in Eldorado but it never received that
14 interest and therefore Eldorado has been unjustly enriched and they are
15 suing -- and is suing for that amount. Now if -- they said they spent the money for
16 the investment, they didn't get it. Obviously there is some kind of a claim if you buy
17 something or pay for something and you don't get it. Those facts really spell out a
18 claim of some kind against someone else. And the issue you really have with
19 respect to the limitations issue is when did that claim accrue. The statute of
20 limitations is clear under 11.190(2) and also under 11.220, that it's a four-year
21 statute. 11.220 says if it is not any particular statute four years is the statute and
22 11.190(2) says that if there is an obligation which is not supported by a written
23 instrument, it's a four-year statute of limitations.

24 This suit was commenced on July 31, 1913¹⁹²³ -- 1923 [sic]. I was born
25 after 1913, Your Honor, but that's a 19 month interval, Your Honor. We go from the

1 end of 2007 when they said they paid the money until the filing of this complaint,
2 actually amended complaint here, is 19 months. It goes from 2007, 2008, 2009,
3 2010, '11, '12, until July 31 of 2013. So really the issue is whether or not the claim
4 accrued during that 19 month period. In *Soper versus Means* and the other cases
5 in the Court, the *Bank of Nevada versus Jamison Partnership* and other cases, the
6 claim accrues when you know of the facts which gives you the claim or you should
7 have known about it under the circumstances. And we say here that clearly within
8 that 19 month period Nanyah Vegas should have known it had a claim and it failed
9 to sue within that period of time and therefore the statute of limitations applies.

10 Now the manager of Nanyah Vegas, and there's only one manager
11 and there's an exhibit we filed which is Exhibit 1 to our reply which says that the
12 manager is Yoav Harlap and it shows his address in Israel; he is from Israel. Now
13 there is no affidavit here by Mr. Harlap, no declaration by Mr. Harlap, no document
14 indicating any communications he may have had or surely had with Mr. Huerta who
15 was a registered agent who apparently has been acting for him. As a matter of fact
16 Mr. Huerta has testified he was the steward of his money and that Mr. Harlap said
17 you are gonna manage my particular money.

18 Now Mr. Harlap is a sophisticated man. Mr. Huerta testified in his
19 deposition that he makes investments all around the world. Now here's a million
20 and a half invested in 2006 -- 2007 according to the complaint and he never got the
21 interest. Certainly he -- any reasonable man who invests a million and a half is
22 gonna find out what happened to the money. And he certainly should have known
23 what happened to that, certainly within the -- at least the -- within the 19 months
24 period, the window that I talked about between the time of the giving of the money
25 or what he thought was investing the money and the time that the complaint was

1 filed.

2 Not only that, in 2008, October 30th which is the date that the
3 agreement sued upon here in the -- on the other claims, there is an Exhibit A which
4 shows potential claimants and it says Nanyah Vegas through Canamex, a million
5 and a half whatever that may mean. But he certainly knew, must have known or
6 something or should have known at that particular point in time that he had a
7 complaint -- some kind of a case against someone because of the money he put in
8 and got nothing for it. And it's more than four years between the time that the
9 potential claimant exists and the time of the filing of the complaint. Therefore, Your
10 Honor, we say that the claim of Nanyah Vegas is barred by the statute of
11 limitations.

12 I would like to go on, Your Honor, to a second ground for why we
13 should be granted summary judgment. We filed a response -- we filed a motion
14 then they filed an opposition, we filed a reply and when they filed their opposition
15 they added a counterclaim saying they wanted -- the counterclaim was for a
16 million -- for the 1,500 [sic] which of course is what their original claim is; it's a
17 duplication. And they also wanted a dismissal of the counterclaim which we had
18 filed against Mr. Huerta. We took the position in that counterclaim that if for any
19 reason Eldorado -- it was a judgment against Eldorado -- that we had a right to that
20 money back for Mr. Huerta because he took the money. He's got the money. And I
21 will talk more about that in this argument.

22 This Tuesday we were served with an 11 page reply to -- let me put it
23 another way, our response to their countermotion was only 14 lines, contained no
24 argument. On Tuesday we were served with an 11 page reply to those 14 lines and
25 a five page supplement saying supplemental legal argument. And that -- I want to

1 talk about that series of documents we were served with. It relies on very recent
2 depositions we've taken approximately two weeks ago. We only got copies of
3 those on Monday. The deponents have not had an opportunity to look at it and see
4 whether it's correct, whether any changes should be made. It's not certified and I
5 think it's clear that that type of evidence is not valid with respect to motion for
6 summary judgment; it's not the admissible evidence.

7 THE COURT: And let me indicate to both of you that I rarely consider
8 countermotions because I'm concerned about the due process rights of the parties.
9 When a motion is filed and then a countermotion is filed it doesn't allow for a full
10 briefing so I rarely consider them.

11 MR. LIONEL: Not only that, the rule doesn't properly provide for any kind of
12 timing with respect to it. It deals with statute of limitations which was not in my
13 reply. It -- actually it talks about third party beneficiaries, something we didn't deal
14 with. It contains matters not related to the Nanyah claim and if Your Honor has
15 looked at it, a lot of things have nothing to do with this claim but a lot of the things
16 are just not true and has caused a problem. On page two, Your Honor, of their
17 reply, this newfound reply, they state and I'm reading page two line 14: Mr. Rogich
18 has failed to inform Mr. Huerta on August 21, 2014, the date of Mr. Rogich's
19 deposition, that he Mr. Rogich received a million dollars from his new partner
20 Eldorado in October 2008. It wasn't until Melissa Olivas, August 27, 2014
21 deposition that this information was divulged notwithstanding this profiteering, and it
22 goes on and on. We get to page 80, talks about this million dollars a number of
23 places and he says it wasn't until this litigation persisted that these hidden proceeds
24 surfaced. Now that has no right to be in there, Your Honor; has nothing to do with
25 anything; has nothing to do with any claim in this case; nothing to do with

1 anything -- the other summary judgment motion. And my client, Mr. Rogich, was
2 somewhat outraged by reading that and he -- and if I don't point this out to the
3 Court he's gonna be outraged at me. I have, Your Honor, a document. I prefer it
4 not to be marked but I'd like to give a copy to Your Honor.

5 THE COURT: Make sure that you provide a copy to Mr. McDonald. Thank
6 you.

7 MR. LIONEL: The contract sued upon here closed on August 30, 2008 and
8 this is one of the documents that was put into that escrow.

9 THE COURT: Is this related to the purchase agreement of the same date?

10 MR. LIONEL: Same date, yes, Your Honor.

11 THE COURT: Right.

12 MR. LIONEL: And it says pursuant to this written instruction the parties
13 hereto agree and direct escrow agent to release five million to the FDIC. The
14 additional one million dollars, the one that we finally divulged on August 27th, to be
15 delivered to the Rogich Trust pursuant to the membership purchase agreements;
16 shall be held in escrow by a Nevada titling company until the FDIC closes,
17 executes, and records all applicable documents. There are five signatures on here
18 and one of those is Mr. Carlos Huerta. He signed it. Now he knew about that
19 million dollars -- actually the million dollars came because of -- because Mr. Elidas
20 [phonetic] bought some stock from him as did Mr. Flangas and he chipped in
21 \$500,000 and there's a contract which shows that. And it just -- as I say, I don't
22 want this exhibit marked. I don't like to put it in the record but my client felt in view
23 of the fact that he was accused of this that I should show that to the Court.

24 Now, Your Honor, in my motion I said there were certain undisputed
25 material facts. I just want to refer to one at this moment and that is that there is no

1 evidence, no evidence that Nanyah ever invested anything in Eldorado. And I
2 prepared at that point in my footnote which I added to my motion I said that
3 Eldorado believes based on Huerta's deposition testimony Nanyah will argue that
4 somehow Harlap's 1.5 million paid for Nanyah investment in Eldorado. The
5 additional facts show clearly that Huerta, Harlap's steward, appropriated for himself
6 almost 95% of it as a consulting fee thus the Harlap money was not available to
7 purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado
8 accept or retain any such benefit. If there is -- Nanyah Vegas never invested
9 anything in Eldorado.

10 We must get summary judgment because they have no claim for
11 anything and we have shown by the testimony of Mr. Huerta which he gave in the
12 deposition that there was a million and a half that was wired by Mr. Harlap to a
13 Canamex account in the Nevada State Bank to the attention of someone. And
14 Mr. Huerta testified yes I instructed Mr. Harlap to send the \$1,500,000 to the
15 Canamex account attention of this particular woman. Canamex was a company
16 that had been formed a few days before this bank account had been opened, three
17 days before by Mr. Huerta. The \$1,500,000 went into that account. The money
18 came in on December 6, 2007. The very next day it was deposited in Eldorado
19 account. A couple of days later \$1,450,000, Mr. Huerta had transferred from that
20 Eldorado account to a money market account. And days later \$1,420,000 was
21 taken out of the money market account payable to Go Global which is Mr. Huerta's
22 100% owned company. So within a period of eight days Mr. Harlap's million and a
23 half which he sent to Canamex not Nanyah Vegas was taken by Mr. Huerta and
24 Mr. Huerta's company. And in this transaction there is nothing in there which deals
25 with Nanyah Vegas. Mr. Huerta had control of that money all the time, he put it in

1 Eldorado, put it in the money account, took out \$1,420,000, 95% of that. Now that's
2 the basis for my undisputed material fact that there is no evidence, no evidence that
3 Nanyah invested any money in Eldorado and therefore there should be summary
4 judgment granted with respect to Eldorado's claim -- with respect to Nanyah Vegas'
5 claim against Eldorado.

6 THE COURT: Thank you.

7 Mr. McDonald.

8 MR. MCDONALD: Since he used the podium I guess I'll use it too.

9 THE COURT: Certainly.

10 MR. MCDONALD: I believe it's necessary to clarify quite a few of the
11 representations made by opposing counsel in this matter because he's trying to
12 present to the Court a very insular view of very few of the facts in this case. This
13 was a situation where my client and Mr. Rogich invested into a company that held a
14 parcel of land, 160 acres out near Boulder City.

15 THE COURT: Isn't it 161 acres?

16 MR. MCDONALD: Yeah 161 acres is what it was. They have had several
17 successful business dealings previous [sic] and they purchased this land with the
18 intent to flip it. They had several buyers who were going to buy it for millions of
19 dollars more than it was worth; came upon a time when those deals fell through
20 because the market had collapsed and the company was in trouble. My client
21 Mr. Huerta was contributing towards the company by paying on a loan debt that
22 was owed on the property and he was contributing more than Mr. Rogich was. At
23 one point he had approximately 4.2 million dollars into the property and in our
24 opposition we provided a breakdown of the funds that were provided by the parties.
25 Mr. Huerta had 4.2 million dollars invested. He couldn't continue to contribute to

1 the company without going bankrupt himself so they went out and started looking
2 for investors.

3 Mr. Huerta approached Nanyah Vegas and Nanyah Vegas decided
4 we'll contribute 1.5 million dollars towards the company. The money -- it's not
5 disputed that the money went into Canamex Nevada and I'll tell you -- I'll explain
6 what Canamex Nevada is just in case there's any confusion. Canamex Nevada
7 was intended to be an entity that would market several parcels of land that were to
8 be joined together including this 161 acre parcel. So there were several parcels
9 that were gonna come together and they were gonna be marketed as Canamex
10 Nevada. So this Canamex Nevada entity that is referred to is actually a part of this
11 Eldorado Hills investment. So the money goes into Canamex Nevada but the deals
12 are falling through so the money is transferred into Eldorado Hills. Now the money
13 was eventually transferred -- a portion of it was transferred to Mr. Huerta or Go
14 Global but that went to reduce his advance payments in the company from 4.2
15 million to approximately 2.7 or somewhere around that number. That's the number
16 that you see in the purchase agreement from October of 2008. So --

17 THE COURT: I have it here if I need to refer to it.

18 MR. MCDONALD: So the representations that Eldorado Hills didn't receive
19 any benefit from that 1.5 million are completely disingenuous because if that money
20 hadn't gone to Mr. Huerta then the purchase agreement would have been for 4.2
21 million dollars instead of 2.7. So this is a -- this is an expense that was being paid
22 back by Eldorado Hills.

23 THE COURT: Well but what about the statute of limitations argument?

24 MR. MCDONALD: Okay yeah I was gonna get to the statute of limitations.

25 THE COURT: That's really the critical issue here.

1 MR. MCDONALD: Right.

2 THE COURT: Why did your client wait so late and --

3 MR. MCDONALD: Well -- so there was -- in 2008 the purchase agreements
4 were stricken -- were executed between the parties and it was agreed that
5 Mr. Huerta would assist Mr. Rogich in trying to resolve --

6 THE COURT: And how do I know that? Did you provide his affidavit?

7 MR. MCDONALD: It's stated -- yeah, Mr. Huerta has an affidavit -- a
8 declaration that's attached in the opposition.

9 THE COURT: All right.

10 MR. MCDONALD: And the purchase agreements --

11 THE COURT: Let me pull it up so I can follow it.

12 MR. MCDONALD: Okay. The purchase agreements themselves actually
13 state that Mr. Huerta or Go Global would work in order to resolve the claims from
14 the investors. Several of the investors were paid back. If you look at the claimants
15 in the purchase agreement there's Eddyline Investments, there's the Ray Family
16 Trust, Nanyah Vegas, Antonio Nevada, and then there's two that have been left off.
17 Out of those the only ones that -- the only one that wasn't paid back was Nanyah
18 Vegas. And so representations were made that these entities would be paid back.
19 The membership purchase agreement contemplates that instead of Nanyah Vegas
20 receiving an interest in the company that it would be essentially converted into a
21 debt that would be paid back. So October 2008, representations are being made
22 that yes there will be efforts to pay back these entities.

23 Now time goes by and the real estate market is eventually coming back
24 and no -- at no point in time did Mr. Rogich or anybody on behalf of Eldorado Hills
25 inform my clients that they wouldn't be paid back their investments. There was

1 nothing to indicate to my clients that they weren't gonna be paid back until fall of
2 2012 when Mr. Rogich called Mr. Huerta and let him know look I'm letting go of my
3 investment in Eldorado Hills and the representations up until recently have been
4 that he's letting it go for essentially nothing; he's getting nothing out of his interest.
5 We now know that that's not correct. He actually did receive a piece of property
6 and approximately \$680,000 out of the deal but it wasn't until that point --

7 THE COURT: But this -- I'm talking about now, unjust enrichment as against
8 Eldorado only.

9 MR. MCDONALD: Right. So --

10 THE COURT: Not other claims.

11 MR. MCDONALD: So it wasn't until fall of 2012 that Nanyah Vegas learned
12 that they weren't going to be paid back their 1.5 million dollars. So fall of 2012
13 would be the date that the --

14 THE COURT: And this is my next question and I'm sorry if I'm interrupting
15 you too much but the complaint talks about a capital investment and then this
16 affidavit talks about a loan. What was it?

17 MR. MCDONALD: Well it was initially intended to be a capital investment but
18 then once it was --

19 THE COURT: What does that mean? Was it -- there was no promissory
20 note and there's no issuance of stock and there's no writing, no -- nothing to
21 document what that was. And then you give me inconsistent factual basis and you
22 ask me to make conclusions.

23 MR. MCDONALD: Well the way that these entities did business, Your Honor,
24 was not -- it wasn't by the book is what I'm trying to say. There were several
25 investors including -- we've provided purchase agreements for Craig Dunlap and

1 Eric Reitz who are also investors who contributed funds but they eventually got their
2 money back out of the deal because it was agreed that they'd be paid back. The
3 same thing was the case for Nanyah Vegas. They contributed 1.5 million dollars to
4 the company. The company retained the benefit of that 1.5 million dollars and
5 never returned that benefit to Nanyah Vegas. So it wasn't until fall of 2012 that
6 Nanyah Vegas learned we're not getting paid back and then in July of 2013, within
7 less than a year of learning that they were damaged, they went and filed their
8 complaint against opposing counsel. Now according to the -- not against opposing
9 counsel, against the opposing party.

10 Now according to the case law that we provided to the Court there is
11 the Discovery of Damage Rule which shows that the statute of limitations begins to
12 occur at the point when the damage was ascertained. At this point our client had
13 no representations from Mr. Rogich or anybody from Eldorado Hills that they
14 weren't gonna get paid back. In fall of 2012 they got that representation and then
15 they filed within July of 2013. This isn't a case where they sat upon their rights and
16 just sat around and waited for nothing. This is a case where they thought we're
17 gonna get paid back because all the other people have been paid back and now it's
18 fall of 2012, we're being told --

19 THE COURT: Right but that's a breach of contract argument. That's not an
20 unjust enrichment argument. That's my concern.

21 MR. MCDONALD: Well, Your Honor, I believe that the same principles apply
22 in this case where they contributed the 1.5 million dollars to the company and there
23 were representations made that they would be paid back eventually and they
24 weren't informed that they weren't gonna be paid back until fall of 2012. So as far
25 as the statute of limitations is concerned, the discovery of damages wasn't until fall

1 of 2012. Even under an unjust enrichment claim the statute wouldn't accrue until
2 well after July 2013 when we filed. So we're asking the Court to deny their motion
3 for summary judgment on the statute of limitations based on the fact that the
4 damage was discovered in fall of 2012. The complaint was filed July of 2013 and
5 therefore it was filed within the period of time necessary. Now we do have
6 countermotions for summary judgment and the Court has indicated that --

7 THE COURT: You know I'm really -- I don't want to cut you off from making
8 your record but I'm really not inclined to deal with a dispositive request for relief
9 when there's not due process to both sides. If you believe you have a cause of
10 action then file your motion and give them the chance to fully brief it; give me the
11 chance to fully digest the facts and determine the law. But -- and it's not to cut you
12 off.

13 MR. MCDONALD: No.

14 THE COURT: But I'm not inclined.

15 MR. MCDONALD: Understood, Your Honor.

16 THE COURT: Thank you. Mr. McDonald, is there anything further?

17 MR. MCDONALD: Let me just check my notes and make sure that I've
18 addressed everything. I believe that's it, Your Honor.

19 THE COURT: Thank you.

20 MR. MCDONALD: Thank you.

21 THE COURT: And the reply please.

22 MR. LIONEL: I'll be very brief, Your Honor. There's no evidence here about
23 these numbers and Mr. Huerta put certain money in the company and so forth and
24 so on. The fact remains he took the money out. There was no money for Nanyah
25 and there is no record of any kind which shows that any money from Nanyah was

1 put into Eldorado; even the money that went in was Canamex money. The money
2 came from Mr. Harlap to Canamex as instructed by Mr. Huerta. When counsel
3 says that certain people -- potential claimants got paid, they didn't get paid by
4 Eldorado. Eldorado was not part of that contract that's the purchase agreement
5 here. It's not a party, Your Honor. And when counsel says well they were not
6 notified until 2012 that they weren't gonna get paid, if somebody owes me money
7 and they say they're gonna pay me but they don't pay me for a while, there's no
8 tolling. The statute of limitations is running and those potential claimants which
9 clearly counsel -- Mr. Harlap must have known about was more than four years
10 prior to the time this action was commenced. Your Honor, we submit that summary
11 judgment should be -- partial summary judgment should be granted to Eldorado
12 with respect to Eldorado Claims.

13 THE COURT: All right, this is the Defendant Eldorado Hills' motion for partial
14 summary judgment. It relates only to request for dismissal of Nanyah LLC on the
15 fourth cause of action for unjust enrichment. There was an opposition filed which I
16 reviewed and the countermotion which I've declined to hear today. So the
17 countermotion will be denied without prejudice to start but I am going to grant the
18 motion for partial summary judgment for the following reasons: first of all both the
19 complaint and the amended complaint in paragraph 45 state Nanyah's grounds for
20 relief as against Eldorado as being based upon a capital investment but the
21 evidence is that there was no investment by Nanyah directly into Eldorado. A lack
22 of contractual privity precludes any relief under the unjust enrichment cause of
23 action but additionally the statute of limitations would preclude the cause of action
24 by this Plaintiff as against this Defendant -- this particular cause of action and the
25 fourth cause of action simply because it's the -- I don't need to determine any

1 questions of fact to determine the statute of limitations. The cause of action if any
2 would have risen at the time of the investment and there's no analysis needed to
3 determine when the cause of action arose in this case simply because there's no
4 contractual privity. So for those reasons the motion will be granted; Mr. Lionel to
5 prepare the order.

6 Mr. McDonald, do you wish to sign off on that?

7 MR. MCDONALD: Yes, Your Honor.

8 MR. LIONEL: I will prepare it, Your Honor.

9 THE COURT: All right. Any questions gentlemen?

10 MR. LIONEL: No, Your Honor.

11 THE COURT: Very good. I guess I'll see you September 25th.

12 MR. LIONEL: Yes, Your Honor.

13 THE COURT: Thank you both.

14 MR. LIONEL: We'll be there.

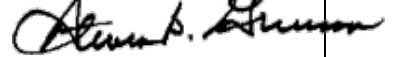
15 PROCEEDING CONCLUDED AT 11:05 A.M.

16 * * * * *

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18
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-
20 video recording of this proceeding in the above-entitled case.

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24
25

Traci Rawlinson
TRACI RAWLINSON
Court Recorder/Transcriber



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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, AND TELD, LLC'S REPLY IN
SUPPORT OF THEIR MOTION FOR
SUMMARY JUDGMENT AND
OPPOSITION TO COUNTERMOTION
FOR SUMMARY JUDGMENT**

Hearing Date: 7/26/18

Hearing Time: 10:30 a.m.

CONSOLIDATED WITH:

Case No. A-16-746239-C

**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**

Defendants Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC ("Teld") (collectively, the "Eliades Defendants") file their Reply in Support of their Motion for Summary Judgment (the "Motion"). Additionally, the Eliades Defendants oppose Nanyah Vegas, LLC's ("Nanyah") Countermotion for Summary Judgment (the "Countermotion"). This Reply/Opposition is based on the following Memorandum of Points of Authorities, the exhibits attached hereto and to the related briefs, and any oral argument heard by the Court.

DATED this 19th day of July, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nanyah's forty page Opposition is long on rhetoric and short on substance. Nanyah fails to provide any legal basis to support the novel proposition that a boilerplate successors and assigns provision can bind all three of the Eliades Defendants to an obligation they expressly and contractually disclaimed. To be sure, the plain and explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement and January 1, 2012 Membership Interest Assignment Agreement undisputedly proves that the Eliades Defendants (specifically, Teld and the Eliades Trust) bought their membership interests in Eldorado Hills *free and clear of any*

1 *encumbrances and expressly disclaimed any liability for Nanyah's potential claim.*¹ Further,
2 Nanyah's attempt to inject selectively-cited testimony to contradict the terms of unambiguous
3 contracts is a blatant violation of the parol evidence rule. Accordingly, there is no genuine issue of
4 material fact with respect to the Contract Claims, and summary judgment should be entered
5 dismissing them in their entirety.

6 The Tort Claims do not fare any better. Nanyah's claim for tortious breach of the implied
7 covenant of good faith and fair dealing (the "Tortious Implied Covenant Claim") fails due to the lack
8 of a special relationship. Under Nevada law, the relationship between the Eliades Defendants and
9 Nanyah—*or lack thereof*—does not satisfy any of the accepted examples of special relationships
10 (*i.e.*, insurers and insureds, partners of partnerships, and franchisees and franchisers), *especially*
11 *considering Nanyah was never a member of Eldorado Hills and the Eliades Defendants were not*
12 *involved with Eldorado Hills in any respect when Nanyah's money was supposedly accepted.*

13 Further, Nanyah failed to establish that the Eliades Defendants engaged in grievous and perfidious
14 misconduct—a necessary element of a Tortious Implied Covenant Claim.

15 Likewise, Nanyah's civil conspiracy claim fails as a matter of law, as the alleged co-
16 conspirators are agents of the same entity—Eldorado Hills. Contrary to Nanyah's argument, co-
17 agents cannot legally conspire with one another under the principles of the intracorporate conspiracy
18 doctrine, regardless of whether the entity is also alleged to be a co-conspirator. Further, Nanyah has
19 failed to show that the Eliades Defendants were pursuing some sort of personal interest considering
20 they were not liable for Nanyah's potential claim to begin with.

21 Finally, Nanyah failed to show how it will prove the value of the amorphous Eldorado Hills'
22 membership interest to which it is supposedly entitled. It failed to do so despite the mandatory
23 disclosure requirements of N.R.C.P. 16.1.² It failed to retain an expert to value this so-called
24 membership interest. Merely because Nanyah supposedly paid \$1,500,000.00 does not mean it has
25

26 ¹ Eliades has never owned any Eldorado Hills membership interests in his individual capacity, making the claims
against him all the more frivolous.

27 ² As shown below, the only N.R.C.P. 16.1 disclosure from Nanyah which actually includes a damages number
28 (albeit without any corresponding calculation or damages theory) was disclosed only in Case No. A-13-686303-C. *The*
Eliades Defendants were not parties to that action.

1 \$1,500,000.00 in damages. Without any proof of damages, the vast majority of Nanyah's claims fail
2 as a matter of law. Based on the foregoing, the Motion should be granted in its entirety, and
3 summary judgment should be entered dismissing the Contract Claims and Tort Claims.³

4 II. ARGUMENT RELATING TO MOTION

5 A. Nanyah Has Failed to Show a Genuine Issue of Material Fact With Respect to the 6 Contract Claims.

7 1. The Eliades Defendants Are Not Bound By Any Successors and Assigns Clause.

8 Nanyah's contract argument rests upon a boilerplate successors and assigns provision
9 contained in the October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich
10 Trust. Nanyah fails to cite *any* legal authority in which a successors and assigns provision was used
11 to impose liability on a non-party to that agreement who expressly disclaimed the assumption of any
12 such liability. Nor could it, as a successors and assigns provision does no such thing.

13 In fact, binding Nevada precedent confirms the insignificance of the successors and assigns
14 provision from the October 30, 2008 Purchase Agreement. In *Southern Pac. Co. v. Butterfield*, the
15 Nevada Supreme Court addressed a theory markedly similar to Nanyah's. *See generally id.*, 39 Nev.
16 177, 154 P. 932 (1916). Specifically, there was a contract between Butterfield and Miller for the
17 sale and purchase of land. *Id.* at 932. Butterfield later conveyed half of the property to Thompson.
18 *Id.* Miller ultimately sued Thompson, arguing that "inasmuch as the contract between ... Butterfield
19 and Miller provides that 'this agreement shall bind the successors, heirs, and assigns of the parties
20 thereto,' ... Thompson, being the assignee of the one of the vendees under the contract, is by reason
21 of the above-quoted provision responsible for the obligations created by the contract." *Id.*

22 The Nevada Supreme Court disagreed, explicitly rejecting the successors and assigns
23 argument:

24 The fact that a contract or agreement contains a provision, as in the case
25 at bar, "binding the successors, heirs, and assigns of the parties hereto,"
26 *is not of itself, as a general rule, sufficient to impose personal liability*
upon the assignee, unless by specific agreement to that effect or by an
agreed substitution of the assignee for the vendee.

27 ³ With respect to the Countermotion, which is untimely and in violation of this Court's protocol, the rationale set
28 forth above shows not only why the Motion should be granted, but why the Countermotion should be denied. These
reasons are set forth in more detail below.

1 *Id.* (emphasis added).

2 Other jurisdictions are in complete agreement.

3 ➤ *Van Sickel v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013) (“‘An
4 assignment of contractual rights does not necessarily carry with it a delegation of contractual
5 duties, *even if the assigned contract specified that it was binding on the assigns of the*
6 *parties to the contract.*’”) (citations omitted) (emphasis added).

7 ➤ *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011) (“*[E]ven if an*
8 *agreement purports to bind successors and assigns of the parties to the agreement*, ‘an
9 assignee or successor will not be bound to the terms of a contract absent an affirmative
10 assumption of the duties under the contract.’”) (citations omitted) (emphasis added).

11 ➤ *Pelz v. Streator Nat’l Bank*, 496 N.E.2d 315, 319-20 (Ill. Ct. App. 1986) (“‘An assignee’s
12 acceptance of an assignment of a contract, without any express assumption of the obligation
13 of the contract, does not bind the assignee *merely because the contract provided that it was*
14 *binding upon the assigns of the respective parties.*’”) (citation omitted) (emphasis added).

15 Similar to Nanyah, many do not understand the consequence—or lack thereof—of a
16 successors and assigns clause. “Experts on contract drafting have criticized the typical successors-
17 and-assigns clause, noting that its meaning is unclear and that those who insert it into contracts
18 usually do not know the function it is intended to serve.” *See Milwaukee Center for Independence,*
19 *Inc. v. Milwaukee Health Care, LLC*, Case No. 15-C-1479, 2016 WL 3212087, at *2 (E.D. Wisc.
20 June 9, 2016).

21 These experts have identified five (and sometimes more) potential
22 purposes of such clauses: (1) to bind an assignee to perform the
23 assignor’s obligations; (2) to bind a nonassigning party to perform in
24 favor or the assignee; (3) to determine whether the contract permits
25 assignment in the first place; (4) to determine whether performance is
26 delegable; and (5) to bind the parties to the contract. ***However, the***
27 ***consensus is that the typical successors-and-assigns clause does not***
28 ***achieve most of these goals.***

26 *Id.* (internal citations omitted) (emphasis added). Simply stated, “parties simply lack the legal power
27 to bind their assignees to a contract to which they are not parties. *Id.* at 3 (citations omitted).
28

Despite this clear legal authority, Nanyah argues that the successors and assigns clause contained in the October 30, 2008 Purchase Agreement accomplished the first purpose above (*i.e.*, to bind the Eliades Defendants as purported successors or assignees to the Rogich Trust’s potential obligation to Nanyah).⁴ ***Binding Nevada precedent confirms it did no such thing.*** None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement, and even if they were, the explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust’s membership interests) confirms that ***only*** the Rogich Trust would be responsible for Nanyah’s potential claim.⁵ Accordingly, the Eliades Defendants never assumed any such debt, and there is no contractual basis for Nanyah—as a third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

2. *Contractual Interpretation Principles Conclusively Prove That the Eliades Defendants Did Not Assume Any Obligations Relating to Nanyah.*

“Generally, when a contract is clear on its face, it ‘will be construed from the written language and enforced as written.’” *Buzz Stew, LLC v. City of N. Las Vegas*, 341 P.3d 646, 650, 131 Nev. Adv. Op. 1 (2015) (citation omitted). The relevant contracts are clear as day. They explicitly show the parties’ intent for the Rogich Trust to remain ***solely*** responsible for Nanyah’s potential claim. While set forth in more detail in the Motion, here is some of the relevant language:

➤ October 30, 2008 Membership Interest Purchase Agreement

- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado Hills’] real property is sold or otherwise disposed of. ***Regardless of whether this intention is realized, [the***

⁴ Nanyah also cites a successors and assigns clause contained in the October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global, and Huerta. It is unclear why, as the contractual provisions and membership interest obtained by Teld under that agreement have never been assigned and are owned by Teld to this day.

⁵ It is also important to understand that, contrary to any successful theory of successor or assignee liability, the Rogich Trust never assigned the October 30, 2008 Purchase Agreement to the Eliades Defendants. On the contrary, the Rogich Trust simply sold Teld (in 2008) and the Eliades Trust (in 2012) membership interests in Eldorado Hills.

Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”⁶

- “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 [Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the Rogich Trust]*.”⁷

The explicit language of the relevant contracts also make it crystal clear that the Eliades Defendants purchased all of their Eldorado Hills membership interests *free and clear from any type of encumbrance*.

➤ October 30, 2008 Membership Interest Purchase Agreement

- “[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, *claims*, charges, and restrictions, *and [Teld] will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.*”⁸

➤ January 1, 2012 Membership Interest Assignment Agreement

- “Rogich will cause the satisfaction of the Teld note at Closing *and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon.*”⁹

Accordingly, even assuming that Nanyah’s potential claim encumbered the Rogich Trust’s membership interest in any respect (it did not), the Eliades Defendants never assumed any responsibility for that potential obligation.¹⁰ “The acceptance of an assignment ‘subject to’ a

⁶ Ex. 1-B to Mot., § 8(c)(i) (emphasis added).

⁷ *Id.*, § 8(c)(ii) (emphasis added).

⁸ *Id.*, § 4(a) (emphasis added).

⁹ Ex. 1-H to Mot., § 3(a) (emphasis added).

¹⁰ Nanyah’s argument is premised on the unsubstantiated conclusion that its claim formally attached to and/or encumbered the Rogich Trust’s membership interest in Eldorado Hills. Curiously missing from this conclusion is any sort of relevant legal principle which could effectuate such a result. Nanyah has not shown or even argued compliance

specific claim of a third person is not an implied promise by the assignee to pay that claim. *There must be some express promissory words, or words of ‘assumption,’ on the part of the assignee.*” *Lone Star Gas Co. v. Mexia Oil & Gas, Inc.*, 833 S.W.2d 199, 201 (Tex. App. 1992) (citing 4 A. CORBIN, CORBIN ON CONTRACTS § 906, at 632 n. 1 (1951)) (emphasis added). The relevant contractual language explicitly and unambiguously disclaims any possibility that the Eliades Defendants are contractually liable for Nanyah’s potential claim. And, as shown above, the successors and assigns clause has no significance in the absence of the Eliades Defendants’ assumption of the obligation to Nanyah. The undisputed facts (*i.e.*, the relevant and unambiguous contract language) show that never occurred.¹¹

3. *Even If Extrinsic Evidence Is Considered, It Does Not Change the Fact That the Eliades Defendants Never Agreed to Assume Any Obligations to Nanyah.*

As this Court is well aware, “when a contract is clear, unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written; *the court may not admit any other evidence of the parties’ intent because the contract expresses their intent.*” *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004) (emphasis added); *accord Love v. Love*, 114 Nev. 572, 580, 959 P.2d 523, 528 (“Where language in a document is clear and unambiguous on its face, the court must construe it based on this plain language.”). Without making any sort of argument that the relevant contracts are ambiguous in any respect, Nanyah requests that this Court analyze and consider the parties’ testimony to determine the Eliades Defendants’ so-called contractual liability. Doing so would be in direct violation of the parol evidence rule. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or

with any portion of Chapter 104 (the Uniform Commercial Code). And, as the following article explains, such a process is anything but easy. (Perfecting a Security Interest in a Limited Liability Company Ownership Interest – Not a Simple Task, Walsh, John P., available at <https://www.spencerfane.com/publication/perfecting-a-security-interest-in-a-limited-liability-company-ownership-interest-not-a-simple-task/>).

¹¹ Further, Nanyah’s argument that this Court should rely on a boilerplate successors and assigns provision over the explicit language stating that the Eliades Defendants did not assume any responsibility for Nanyah’s potential claim violates well-established contractual interpretation principles. *See Shelton v. Shelton*, 119 Nev. 492, 497, 78 P.3d 507, 510 (2003) (“[A] specific provision will qualify the meaning of a general provision.”); *accord* Restatement of Contracts (2d) § 203(c) at p. 93 (“[S]pecific terms and exact terms are given greater weight than general language”); Corbin on Contracts § 24.23 at p. 253 (1993) (“If the apparent inconsistency is between a clause that is general and broadly inclusive in nature and one that is more limited and specific in its coverage, the more specific term should usually be held to prevail over the more general term.”).

1 vary the written terms of an agreement is a violation of the parol evidence rule).

2 Yet, even if testimony is considered, it does not demonstrate any genuine issue of material
3 fact regarding the Contract Claims. Nanyah misleadingly cites a small portion of Eliades' testimony
4 with great fanfare, claiming that it is "clear admission of liability."¹² It is no such thing.¹³ On the
5 contrary, each and every time Mr. Eliades was asked about the Eliades Defendants' potential liability
6 to Nanyah, he confirmed that the Eliades Defendants never agreed to assume any obligation to
7 Nanyah, *as required by the legal authority set forth above*. Eliades testified over and over again
8 that the obligation was the Rogich Trust's and the Rogich Trust's alone. Specifically:

9 Q Okay. What did you understand they were telling you – Sig, Melissa, or Chris Cole –
10 when they said that they'll be taking care of these two or three other people, which included
11 Nanyah Vegas?

12 A My understanding was they had something to do with the property, *and they was going
13 to take them out*.

14 Q Okay. And "they" would be Sig Rogich was going to be taking them out?

15 A Well, he wanted, I suppose.

16 Q Okay. And you --

17 A *Sig will take them out*.¹⁴

18 ***

19 Q Okay. Did you understand that Nanyah Vegas, LLC, my client, had claimed or could
20 possibly claim an ownership interest in Eldorado Hills when you were looking at doing this
21 deal?

22 ¹² Opp'n, 20:1.

23 ¹³ Nanyah's question to Eliades was extremely vague and inconclusive. (See Opp'n:19-23-26 (Q. "Did you
24 understand that when you acquired some of the Rogich Trust's interests that it held in Eldorado Hills, that it was still
25 subject to the terms and conditions of this original purchase agreement? A. Yes.")). *The question had nothing to do
26 with Nanyah and whether the Eliades Defendants assumed any responsibility for Nanyah's potential claim (as
27 required pursuant to the legal authority above)*. All the question shows is that Eliades generally understood that some
28 aspects of his membership interests would be subjected to various contractual terms and conditions. To be sure, Teld
executed an agreement which was also called a "purchase agreement" when it acquired its membership interests, so
Eliades' response that its membership interest was subject to a purchase agreement was not particularly meaningful.
However, *with respect to Nanyah*, Eliades completely understood that the Eliades Defendants were not responsible in
any respect, as that is precisely what the October 30, 2008 Membership Interest Purchase Agreement and the January 1,
2012 Membership Interest Assignment Agreement show.

¹⁴ Dep. Trans. of Pete Eliades, 6:23-7:10, attached as Exhibit 1 (emphasis added).

1 MR. LIONEL: I'm going to object to the form of the question.

2 THE WITNESS: I don't recall that I saw that.

3 BY MR. SIMONS:

4 Q Okay.

5
6 A But I heard later on that he had invested the amount, because I asked Chris or Melissa,
7 which – when I was negotiating with them, they said, "*That's their problem, Sig's*
problem. I have nothing to do with it. They'll take care of that."

8 Q Okay. So I just want to walk through so I understand your answer. When you were
9 talking with Sig Rogich to become involved in this deal, Nanyah Vegas, LLC's investment
10 was brought up and discussed, *but that Mr. Rogich and/or some of his employees said,*
"We'll take care of that obligation"; is that fair?

11 A *100 percent clear, that's the -- the way it was.*¹⁵

12 ***

13 Q And under paragraph three, it identifies that "At the conclusion of the transaction, Teld
14 will own one-third of Eldorado Hills, the Flangas Trust will own one-third, and the Rogich
15 Trust will own one-third *subject to those investors for whom the Rogich Trust shall assume*
responsibility." Do you remember that?

16 A Yes.

17 Q Okay. Is that your understanding of how the transaction also went down?

18 A *That's the way it was.*¹⁶

19 ***

20
21 Q When Teld was executing this agreement in October of 2008, did you understand,
22 based upon the representations of Mr. Rogich and the Rogich Trust, that my client, Nanyah
Vegas, LLC, had invested 1.5 million into Eldorado Hills?

23 A I don't know if I knew the amount. *But I knew they said there is that person, and*
24 *they'll take care of it. Mr. Rogich will take care of it.*

25 Q And did you understand that person that they were referring to was Nanyah Vegas,
26 LLC?

27 ¹⁵ *Id.*, 18:9:19-9 (emphasis added).

28 ¹⁶ *Id.*, 21:20-22:6 (emphasis added).

1 A Well, it couldn't have been – I didn't know if it was Nanyah, but I knew there was a
2 person that was involved in here or invested money, *and that will be taken care of from Mr.*
3 *Rogich.*

4 Q Okay.

5 A I understood that.¹⁷

6 ***

7 Q Okay. *Do you think Teld has any liability to pay Nanyah Vegas, LLC --*

8 MR. LIONEL: I'm going to object to the form of the question --

9 BY MR. SIMONS: Q -- \$1.5 million?

10 MR. LIONEL: -- as speculation.

11 MR. KENNEDY: I'll object to the form, as well.

12 MR. SIMONS: He can't speculate. I'm asking his contention.

13 MR. LIEBMAN: And legal opinion.

14 THE WITNESS: *Absolutely not.*

15 BY MR. SIMONS: Q Why not?

16 A *Because when I bought it, we made a deal with Mr. Rogich that I wouldn't be*
17 *responsible.*

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

20 A *Well, he represented to me that it always Mr. Rogich that would be responsible for --*
21 *for that.*¹⁸

22 ***

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

25 A *100 percent.*¹⁹

26
27 ¹⁷ *Id.*, 24:12-25:3 (emphasis added).

28 ¹⁸ *Id.*, 40:5-41:2 (emphasis added).

¹⁹ *Id.*, 42:10-14 (emphasis added).

Q Okay. Was there any discussion at this point in time about the Nanyah Vegas, LLC, investment of \$1.5 million with Mr. Rogich?

A I don't recall that we discussed that.

Q Okay.

A *Because always in my mind, it was -- he took care of it or he was going to take care of it. I didn't even know it's still going on at that time.*

Q Okay. So is it fair to say that in the 2012 time frame, you weren't concerned about Nanyah Vegas, LLC's investment, *because you always understood that that was an investment Mr. Rogich was going to take care of?*

A *Most definitely.*²⁰

As shown above, Eliades' testimony is entirely consistent with the relevant contracts, which prove that the Rogich Trust *solely* assumed liability for Nanyah's potential claim. Thus, even if this Court believes the relevant contracts are ambiguous and extrinsic evidence should be admitted (it should not be), Eliades' testimony does not create a genuine issue of material fact with respect to the Contract Claims. On the contrary, it undisputedly shows that the Eliades Defendants are not liable under the Contract Claims. Summary judgment should be entered, dismissing the Contract Claims in their entirety.

B. Nanyah Failed to Show a Genuine Issue of Material Fact With Respect to the Tort Claims.

1. *Nanyah's Tortious Implied Covenant Claim Fails as a Matter of Law.*

a. *There is no special relationship between the Eliades Defendants and Nanyah.*

First, it is important to clarify that the Eliades Defendants did not previously move for summary judgment regarding the lack of a special relationship—the Rogich Defendants made that argument.²¹ Accordingly, this Court never analyzed or determined whether there was a legal basis to find a special relationship between the Eliades Defendants and Nanyah. There is not.

²⁰ *Id.*, 49:15-50:4 (emphasis added).

²¹ While the Eliades Defendants filed a Joinder to the Rogich Defendants' Motion for Summary Judgment, they only substantively addressed statutes of limitations issues—not the elements of the various claims.

1 Under Nevada law, special relationships only arise in certain situations. *Ins. Co. of the West*
2 *v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461-62, 134 P.3d 698, 702 (2006). “Examples of special
3 relationships include those between insurers and insureds, partners of partnerships, and franchisees
4 and franchisers.” *Id.* And, contrary to Nanyah’s argument, a special relationship—or lack thereof—
5 can be decided “as a matter of law.” *Id.* at 462, 134 P.3d at 702.

6 It is undisputed that Nanyah and the Eliades Defendants never had any “special relationship”
7 under Nevada law. In fact, Nanyah and the Eliades Defendants had no relationship at all. As shown
8 in the Motion and unaddressed by the Opposition, the Eliades Defendants had no involvement with
9 Eldorado Hills at the time of Nanyah’s \$1,500,000.00 payment in December of 2007.²² When Teld
10 became involved with Eldorado Hills ten months later in October of 2008, the only mention of
11 Nanyah was in the relevant contracts, ***which explicitly stated that solely the Rogich Trust was liable***
12 ***for that potential claim.***²³ When the Eliades Trust became involved in 2012, Nanyah’s potential
13 claim was not even discussed.²⁴ While Nanyah spends most of its Opposition arguing why a special
14 relationship existed between the Rogich Defendants and Nanyah, that does not mean that a special
15 relationship existed between the Eliades Defendants and Nanyah. As admitted by Nanyah’s sole
16 principal Yoav Harlap, he has never even spoken with Eliades.²⁵ Thus, there is no basis for any
17 claim of trust or special reliance between Nanyah and the Eliades Defendants.

18 Finally, and most importantly, Nanyah never became a member of Eldorado Hills. Thus, the
19 legal authority purportedly applying a fiduciary duty between co-members of an LLC does not apply
20 here.²⁶ See *Birkenmeier v. Keller Biomedical, LLC*, 312 S.W.3d 380, 391 (Mo. Ct. App. 2010) (“In
21 this case, Birkenmeier is claiming that a fiduciary duty existed between the Kellers and himself
22 because he was a minority member of Keller Biomedical. However, ***because he was not a member***
23 ***of the LLC, there was no fiduciary duty to be breached. Therefore, the trial court did not err in its***

24 ²² Mot., 5:9-14.

25 ²³ See, e.g., Ex. 1-B to Mot., § 8(c)(i).

26 ²⁴ Ex. 1 to Mot., 49:15-50:4.

27 ²⁵ Dep. Trans. of Yoav Harlap, 32:22-23, attached as Exhibit 3 to Mot.

28 ²⁶ Further, in 2008 through 2012, only Teld was a member and manager of Eldorado Hills. Thus, there is no basis to apply a special relationship to Eliades or the Eliades Trust.

1 *grant of summary judgment on Birkenmeier’s breach of fiduciary duty claim because it properly*
2 *found that Birkenmeier was not a member.”*) (emphasis added). Because Nanyah was never a
3 member of Eldorado Hills and had no independent relationship with the Eliades Defendants, there is
4 no special relationship between Nanyah and the Eliades Defendants.²⁷ Summary judgment should
5 be entered dismissing Nanyah’s Tortious Implied Covenant Claim.

6 b. *Nanyah failed to provide any evidence of “grievous and perfidious*
7 *misconduct.”*

8 The lack of a special relationship was not the only basis for summary judgment on Nanyah’s
9 Tortious Implied Covenant Claim. As explained in the Motion, the plaintiff must prove that the
10 alleged tortfeasor engaged in ““grievous and perfidious misconduct.”” *State, Univ. and Comm. Coll.*
11 *Sys. v. Sutton*, 120 Nev. 972, 989, 103 P.3d 8, 19 (2004). A tortious implied covenant claim will
12 only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122
13 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).

14 What “grievous and perfidious misconduct” did Teld engage in? What “grievous and
15 perfidious misconduct” did the Eliades Trust engage in? What “grievous and perfidious
16 misconduct” did Eliades engage in? The answers to these questions are not contained in Nanyah’s
17 Opposition. In fact, the terms “grievous and perfidious misconduct” do not appear anywhere in
18 Nanyah’s Opposition. Based on Nanyah’s arguments, it appears the only “misconduct” the Eliades
19 Defendants supposedly committed was failing to pay Nanyah for a debt for which they were not
20 responsible. This cannot rise to the level of “grievous and perfidious misconduct,” *as it does not*
21 *even violate the relevant agreements*. 17A C.J.S. Contracts § 437 (“[T]he implied covenant or duty
22 of good faith and fair dealing does not create rights or duties beyond those agreed to by the
23 parties.”). Accordingly, Nanyah failed to raise a genuine issue of material fact with respect to an
24 essential element of its Tortious Implied Covenant Claim, and therefore, summary judgment should
25 be entered dismissing the claim.

26
27 ²⁷ Even if Nanyah was a member of Eldorado Hills (it was not), the Amended and Restated Operating Agreement
28 dictates that any fiduciary duties arising under the common law were replaced by the duties and obligations of that
agreement. (Ex. 1-G to Mot., § 9.2.) And, the Amended and Restated Operating Agreement confirms that solely the
Rogich Trust—not the Eliades Defendants—was liable for Nanyah’s potential claim. (*Id.*, Recital B, § 4.1(a)).

2. Nanyah's Civil Conspiracy Claim Fails as a Matter of Law.

a. *The intracorporate conspiracy doctrine bars Nanyah's civil conspiracy claim.*

Nanyah first claims that the intracorporate conspiracy doctrine does not apply because "there is no claim of conspiracy asserted against Eldorado."²⁸ In making this argument, it cites a bankruptcy opinion from the District of South Carolina. Nanyah knows (or should know) its argument is invalid under Nevada law. To be sure, "[t]his limitation, known as the intracorporate conspiracy doctrine, **prevents a finding of liability for conspiracy between co-employees** without a showing that the employees were acting as individuals and for their individual advantage." *U-Haul Co. of Nev., Inc. v. U.S.*, No. 2:08-CV-729-KJD-RJJ, 2012 WL 3042908, at *2 (D. Nev. July 25, 2012) (emphasis added); accord *O'Brien v. Morgan Stanley DW, Inc.*, No. 3:07-CV-00046-LRH-VPC, 2008 WL 4224409, at *3 (D. Nev. Sep. 10, 2008). It is irrelevant whether Eldorado Hills is also a Defendant with respect to the civil conspiracy claim.

Second, Nanyah argues that the intracorporate conspiracy doctrine does not apply because the Eliades Defendants were not acting as "employees of Eldorado."²⁹ Again, this is wrong under Nevada law. See *Taser Intern., Inc. v. Stinger Systems, Inc.*, No. 2:09-CV-00289-KJD-PAL, 2011 WL 3273881, at *3 (D. Nev. July 29, 2011) ("In order to preclude a conspiracy charge, however, **McNulty need only be an agent of Stinger, not a particular kind of agent such as an employee, officer, or attorney agent.**") (emphasis added). As set forth in the Opposition, Nanyah claims that the conspiracy is directly related to the Eliades Defendants' membership interests in Eldorado Hills.³⁰ Accordingly, it certainly relates to the course and scope of their involvement with Eldorado Hills, and thus falls within the confines of the intracorporate conspiracy doctrine.

Finally, Nanyah claims that the intracorporate conspiracy doctrine does not apply because the Eliades Defendants were looking out for their personal interests (*i.e.*, trying to avoid the alleged obligation to Nanyah). Considering that the Eliades Defendants never agreed to assume this obligation, it is hard to fathom what personal interest they were pursuing with this so-called

²⁸ Opp'n, 28:20.

²⁹ Opp'n, 29:18-22.

³⁰ Opp'n, 29:7-9.

1 conspiracy. On the other hand, because Nanyah is claiming that Eldorado is also liable to Nanyah
2 for its \$1,500,000.00 payment, any alleged conspiracy would be for the benefit of Eldorado Hills,
3 thereby falling within the confines of the intracorporate conspiracy doctrine. *U-Haul Co. of Nev.,*
4 *Inc.*, No. 2:08-CV-729-KJD-RJJ, 2012 WL 3042908, at *2 (“The individual advantage alleged by
5 Plaintiff is insufficient because it is conditional on the employer first obtaining a benefit.”); *accord*
6 *Guichard v. Town of Brookhaven*, 26 F.Supp.3d 219, 228 (E.D.N.Y. 2014) (The required personal
7 interest must be “wholly separate and apart” from that of the entity.”). Accordingly, Nanyah’s civil
8 conspiracy claim fails as a matter of law, and summary judgment should be entered dismissing the
9 claim.

10 b. *Nanyah’s conspiracy claim fails due to the lack of an underlying tort.*

11 The intracorporate conspiracy doctrine was not the only basis for summary judgment on
12 Nanyah’s civil conspiracy claim. As set forth in the Motion, “[c]ivil conspiracy requires the
13 existence of an underlying tort.” *Markey v. Bank of Am., N.A.*, 2012 WL 3317789, at *3 (D. Nev.
14 Aug. 10, 2012). Neither Nanyah’s Complaint nor its Opposition identifies the underlying tort
15 supporting its civil conspiracy claim. As explained above, Nanyah’s Tortious Implied Covenant
16 Claim should be dismissed. Without that claim, there are no torts remaining, and the civil
17 conspiracy claims fails as a matter of law. Accordingly, summary judgment should be entered
18 dismissing the claim.

19 C. **Nanyah Does Not Have Any Evidence of its Alleged Damages.**

20 A large portion of Nanyah’s damages argument is comprised of personal attacks and bluster.
21 Nanyah argues that the Eliades Defendants’ damages argument is a “bad-faith litigation tactic”
22 which warrants “sanctions in favor of Nanyah in having to respond to this baseless argument.”³¹
23 One apparent basis for these bombastic statements is that Nanyah disclosed “damages” of
24 \$1,500,000.00 in Case No. A-13-686303-C. *Nanyah fails to mention the fact that none of the*
25 *Eliades Defendants were parties to that case and therefore would never have received any of these*
26 *disclosures*. Nanyah cannot point to any N.R.C.P. 16.1 disclosures *in Case No. A-16-746239-C*
27

28 ³¹ Opp’n, 30:17-31:11.

1 which disclose a computation of damages and a theory of damages with respect to its Contract
2 Claims and Tort Claims against the Eliades Defendants.

3 Nanyah next argues that its non-compliance with N.R.C.P. 16.1 is really no big deal, because
4 the Eliades Defendants know that Nanyah paid \$1,500,000.00. That is true (although, as explained
5 below, it was paid into Canamex). Yet, as set forth in the Motion:

6 The mere fact that Nanyah invested \$1,500,000.00 does not mean it has
7 \$1,500,000.00 in damages. Issuance of a membership interest in a
8 corporate entity does not guarantee repayment of the investment,
especially if Eldorado is unsuccessful.³²

9 Eldorado Hills may or may not have been a profitable investment assuming Nanyah actually
10 received a membership interest, and proving the value of this amorphous membership interest is not
11 as simple as repeating the amount of the alleged investment. *Pitzel v. Software Dev. and Investment*
12 *of Nevada*, 124 Nev. 1500, 238 P.3d 846, at *5 (Nev. Dec. 31, 2008) (“Valuation of a minority
13 interest in a closely held corporation is notoriously complex.”).

14 That is precisely why Nanyah needed to comply with its N.R.C.P. 16.1 disclosures and
15 provide a computation and theory of damages with respect to each and every claim for relief.
16 Because it failed to do so, it does not have any admissible evidence to prove its alleged damages. It
17 does not have an expert who will testify regarding the value of the membership interest to which
18 Nanyah was supposedly entitled. It does not have any evidence indicating the amounts of
19 distributions it would have received as a member of Eldorado Hills. Without admissible evidence
20 supporting the value of Nanyah’s supposed right to an Eldorado membership interest, the percentage
21 amount of that membership interest, and that it would have actually been a successful investment, all
22 of Nanyah’s claims fail as a matter of law.³³

23
24
25
26 ³² Mot., 13:22-25.

27 ³³ Nanyah’s throwaway argument that the Eliades Defendants needed to hold a meet and confer on this particular
28 issue is wrong. This is not a discovery motion. It is a dispositive motion based on Nanyah’s failure to produce evidence
to support an essential element of its claims, and thus, no meet and confer was necessary. *See Hoffman v. Constr. Prot.*
Services, Inc., 541 F.3d 1175, 1179 (9th Cir. 2008).

1 **D. Nanyah Did Not Provide Any Rationale for Liability Against Eliades.**

2 Astoundingly, the folly of Nanyah's claims stepped up a notch with respect to the claims
3 against Eliades in his individual capacity. Nanyah's only argument for contractual liability relates to
4 the successors and assigns provision, which, as explained above, does not accomplish what Nanyah
5 claims it accomplishes. Regardless, Eliades (in his individual capacity) has never owned any
6 membership interests in Eldorado Hills. Accordingly, there is not even a sliver of an argument that
7 Eliades could be considered a successor or an assign to the Rogich Trust. Eliades' only involvement
8 with Eldorado Hills was that he signed the October 30, 2008 Membership Interest Purchase
9 Agreement *for the limited purpose purpose of guaranteeing Eldorado's pending bank loan.*³⁴
10 Eliades has absolutely and positively nothing to do with Nanyah.

11 ***

12 The plain and explicit language of the relevant contracts undisputedly proves that the Eliades
13 Defendants have no liability on the Contract Claims, Nanyah's Tort Claims are missing many of the
14 required elements, and Nanyah does not have sufficient evidence to prove the value of the Eldorado
15 Hills membership interest to which it claims it was entitled. Summary judgment should be entered,
16 and Nanyah's Contract Claims and Tort Claims against the Eliades Defendants should be dismissed.

17 **III. ARGUMENT RELATING TO COUNTERMOTION FOR SUMMARY JUDGMENT**

18 **A. Nanyah's Countermotion for Summary Judgment is Untimely.**

19 This Court recently set the dispositive motion deadline for June 1, 2018.³⁵ Based on that
20 deadline, the Eliades Defendants filed this Motion on June 1, 2018. *Nineteen days after the*
21 *dispositive motion deadline*, Nanyah filed the Countermotion. The right to file a countermotion
22 does not permit a party to disregard the dispositive motion deadline. *See, e.g., Sfr Invs. Pool 1 v.*
23 *Nationstar*, Case. No. A-13-688566-C, 2016 Nev. Dist. LEXIS 1104, at *6-7 (Dist. Ct. Feb. 9, 2016)
24 (striking a countermotion for summary judgment as untimely because it did not comply with the
25

26
27 ³⁴ Ex. 1-B, § 8(b), to Mot.

28 ³⁵ Discovery Commissioner's Report and Recommendation, filed May 1, 2018 (affirmed and adopted by this Court on April 27, 2018).

dispositive motion deadline); *accord Candow v. Dust*, No. 2:11-CV-00343-LRH-GWF, 2014 WL 4636372, at *3 (D. Nev. Sep. 16, 2014). Nanyah filed its Countermotion in violation of this Court’s scheduling order and without the requisite good cause. *See* N.R.C.P. 16(b). The Countermotion should be denied.

B. Nanyah’s Countermotion is Procedurally Improper.

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

And let me indicate to both of you that I rarely consider countermotions because I’m concerned about the due process rights of the parties. When a motion is filed and then a countermotion is filed it doesn’t allow for a full briefing so I rarely consider them.³⁶

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

You know I’m really – I don’t want to cut you off from making your record but I’m really not inclined to deal with a dispositive request for relief when there’s not due process to both sides. If you believe you have a cause of action then file your motion and give them a chance to fully brief it; give me the chance to fully digest the facts and determine the law.³⁷

Apparently Nanyah decided to ignore the Court yet again by tacking a substantial Countermotion to its Opposition. For that reason alone, the Countermotion should be denied.

C. Nanyah Has Not Shown That It Invested \$1,500,000.00 in Eldorado Hills.

Nanyah seeks summary judgment “that it invested \$1.5 million into Eldorado.” Yet, the documentary evidence indicates otherwise. As explained in detail in Eldorado Hills’ Motion for Summary Judgment, much of the correspondence between Huerta and Harlap discussed an investment in Canamex Nevada, Inc. (“Canamex”)—not in Eldorado Hills.³⁸ Harlap, through

³⁶ Tr. of Proceedings, Sep. 11, 2014, 6:7-10, attached as Exhibit 2.

³⁷ *Id.*, 14:7-11.

³⁸ Exs. 2-A and 2-B to Def. Eldorado Hills, LLC’s Mot. for Summary Judgment (the “Eldorado MSJ”), filed June 1, 2018.

1 Nanyah, ultimately decided to invest \$1,500,000.00 into Canamex—not Eldorado Hills.³⁹
2 Huerta/Nanyah wired the money to Canamex—not Eldorado Hills.⁴⁰ Although Huerta temporarily
3 funneled the money through Eldorado Hills before paying it to Go Global, every piece of
4 documentary evidence (*i.e.*, investor updates from Go Global, tax documents, etc.) indicates that
5 Nanyah received an interest in Canamex—not Eldorado—in exchange for Harlap’s \$1,500,000.00
6 payment.⁴¹

7 All of this evidence shows that Nanyah invested in Canamex and not in Eldorado Hills.
8 Accordingly, Nanyah is not entitled to summary judgment on its allegation that it invested
9 \$1,500,000.00 into Eldorado Hills. The Countermotion should be denied.

10 **D. Nanyah Did Not Show That the Eliades Defendants Are Contractually Liable to**
11 **Nanyah.**

12 For some unexplained reason, Nanyah frames its contractual argument into two separate
13 sections, claiming that the Eliades Defendants are liable as “successors in interest” and “direct
14 contracting parties.” As explained above and in the Motion, the Eliades Defendants are neither. The
15 successors and assigns provision in the October 30, 2008 Purchase Agreement is insignificant
16 without the Eliades Defendants’ assumption of an obligation to Nanyah. Pursuant to the plain
17 language of the relevant contracts, none of the Eliades Defendants did any such thing. Nanyah
18 cannot point to any language of the relevant agreements whereby any of the Eliades Defendants
19 made a promise for the benefit of Nanyah. Thus, not only should the Countermotion be denied,
20 summary judgment should be entered dismissing Nanyah’s Contract Claims against the Eliades
21 Defendants.

22 **IV. CONCLUSION**

23 The plain and explicit language of the relevant contracts undisputedly proves that the Eliades
24 Defendants have no liability on the Contract Claims, Nanyah’s Tort Claims are missing many of the
25 required elements, and Nanyah does not have sufficient evidence to prove the value of the

26 _____
27 ³⁹ *Id.*

28 ⁴⁰ Exs. 2-B, 2-D, and 2-E to Eldorado MSJ.

⁴¹ Exs. 2-I, 2-J, 2-K, 2-L, 2-M, and 2-N to Eldorado MSJ.

1 membership interest to which it claims to be entitled. Summary judgment should be entered, and
2 Nanyah's Contract Claims and Tort Claims against the Eliades Defendants should be dismissed.
3 For those same reasons, the Countermotion should be denied, assuming it is not stricken due to its
4 tardiness.

5 DATED this 19th day of July, 2018.

6 BAILEY ♦ KENNEDY

7
8 By: /s/ Joseph A. Liebman
9 DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

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

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 19th day of July, 2018, service of the foregoing **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** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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EXHIBIT 1

EXHIBIT 1

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
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
PETER ELIADES
Las Vegas, Nevada
May 25, 2018
9:01 a.m.
Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 470876

PETER ELIADES - 05/25/2018

<p style="text-align: right;">Page 2</p> <p>1 Deposition of PETER ELIADES, Volume 1, 2 taken at 3770 Howard Hughes Parkway, Suite 300, Las 3 Vegas, Nevada, on Friday, May 25, 2018, at 9:01 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 11 6490 South McCarran Boulevard 12 #20 13 Reno, Nevada 89509 14 (775) 785-0088 15 (775) 785-0087 Fax 16 mark@mgsimonslaw.com 17 18 For the Defendant Sigmund Rogich: 19 20 SAMUEL S. LIONEL, ESQ. 21 Fennemore Craig 22 300 South Fourth Street 23 Suite 1400 24 Las Vegas, Nevada 89101 25 (702) 692-8000 (702) 692-8099 Fax 26 For the Defendant Peter Eliadas: 27 28 DENNIS L. KENNEDY, ESQ. 29 JOSEPH A. LIEBMAN, ESQ. 30 Bailey Kennedy 31 8984 Spanish Ridge Avenue 32 Las Vegas, Nevada 89148 33 (702) 562-8820 34 (702) 562-8821 Fax 35 dkennedy@baileykennedy.Com 36 Also present: Naphsika Eliades-Osman 37</p>	<p style="text-align: right;">Page 3</p> <p>1 INDEX 2 3 Page 4 PETER ELIADES 5 Examination by Mr. Simons 4 6 7 * * * * * 8 9 EXHIBITS 10 No. Description Page 11 Exhibit 62 Substitution 9 12 Exhibit 63 Amended and Restating 12 13 Operating Agreement 14 15 * * * * * 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 4</p> <p>1 LAS VEGAS, NEVADA 2 Friday, May 25, 2018 3 9:01 a.m. 4 DEPOSITION OF PETER ELIADES 5 * * * * * 6 (The court reporter was relieved of her 7 duties under NRC 30(b)4.) 8 9 PETER ELIADES, 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 My name is Pete, last is Eliades, 18 P-E-T-E, E-L-I-A-D-E-S. 19 Q Mr. Eliades, are you familiar with 20 the -- the Eliades Survivor Trust of October 30, 21 2008? 22 A If you say if I know about it, I heard 23 about it, but I don't know too much about it. 24 Q Okay. You know that part of this 25 transaction we're dealing with today is the</p>	<p style="text-align: right;">Page 5</p> <p>1 Eldorado Hills project? 2 A Correct. There is so many names and I 3 get so confused, but yes. 4 Q Okay. Are you also the trustee of that 5 trust? 6 A I don't know if I am, but ... 7 Q All right. We'll go through some 8 documents to show you. 9 A Yeah, if the document says I am, then -- 10 Q Okay. Are you familiar with a gentleman 11 named Yoav Harlap? 12 A Never heard of him. 13 Q Okay. Are you familiar with the entity 14 called Nanyah Vegas, LLC? 15 A I heard the name because they talking 16 that they suing me or something. 17 Q Yeah, they're suing you. I'm 18 representing that entity. 19 I'm going to explore your memory a 20 little bit first, and then we're going to look at 21 some documents. Okay? 22 A Sure. 23 Q When did you first recall becoming aware 24 of Nanyah Vegas, LLC? 25 A I can't pinpoint the time, but sometime</p>

<p style="text-align: right;">Page 6</p> <p>1 within the last two or three years.</p> <p>2 Q Okay. Do you remember Nanyah Vegas</p> <p>3 being disclosed to you when you came in and bought</p> <p>4 some of the membership interest in Eldorado Hills,</p> <p>5 LLC?</p> <p>6 A I don't recall the -- the name, but I</p> <p>7 know it was mentioned to me that it was two or</p> <p>8 three persons -- saying you're going to take care</p> <p>9 of this, and this I'm going to take care of. And</p> <p>10 that's how I memorized that.</p> <p>11 Q Okay. Who said to you that they're</p> <p>12 going to take care of these two or three persons?</p> <p>13 A It could have been Chris Cole. It could</p> <p>14 have been Sig, and it could have been -- what is</p> <p>15 her name there?</p> <p>16 Q Melissa Olivas.</p> <p>17 A Melissa Olivas, one of the -- but the</p> <p>18 most conversations I had was Chris Cole.</p> <p>19 Q Okay. When you --</p> <p>20 A And if I need -- excuse me. If I need</p> <p>21 something, they refer me to Melissa, but not too</p> <p>22 often, and very seldom Sig.</p> <p>23 Q Okay. What did you understand they were</p> <p>24 telling you -- Sig, Melissa, or Chris Cole -- when</p> <p>25 they said that they'll be taking care of these two</p>	<p style="text-align: right;">Page 7</p> <p>1 or three other people, which included Nanyah</p> <p>2 Vegas?</p> <p>3 A My understanding was they had something</p> <p>4 to do with the property, and they was going to</p> <p>5 take them out.</p> <p>6 Q Okay. And "they" would be Sig Rogich</p> <p>7 was going to be taking them out?</p> <p>8 A Well, he wanted, I suppose.</p> <p>9 Q Okay. And you --</p> <p>10 A Sig will take them out.</p> <p>11 Q And just to put these names in context,</p> <p>12 Chris Cole and Melissa Olivas both work for Sig</p> <p>13 Rogich. You understood that?</p> <p>14 A 100 percent, yeah, because I seen them</p> <p>15 there every day.</p> <p>16 Q All right. Are you familiar with the</p> <p>17 entity Eldorado Hills, LLC, today?</p> <p>18 A Well, I know the name.</p> <p>19 Q Is that the entity that is still running</p> <p>20 the gun club and ownership of the 160 plus acres?</p> <p>21 A Could be.</p> <p>22 Q Okay. Are you still active in the gun</p> <p>23 club aspect at all?</p> <p>24 A No, and I never have been.</p> <p>25 Q Okay. We're going to look at a couple</p>
<p style="text-align: right;">Page 8</p> <p>1 of documents just to get your frame of reference</p> <p>2 here. Okay.</p> <p>3 (Discussion off the record.)</p> <p>4 BY MR. SIMONS:</p> <p>5 Q All right. Mr. Eliades -- is it Eliades</p> <p>6 or Eliades?</p> <p>7 MR. KENNEDY: Eliades.</p> <p>8 MR. SIMONS: Thank you.</p> <p>9 THE WITNESS: Eliades is the Greek</p> <p>10 pronunciation. Eliades is the --</p> <p>11 BY MR. SIMONS:</p> <p>12 Q The American?</p> <p>13 A Well, the English. America has no</p> <p>14 language, except Indians.</p> <p>15 Q All right. Exhibit 59 that is in front</p> <p>16 of you is the lawsuit that I filed in this action.</p> <p>17 Okay?</p> <p>18 A Yes.</p> <p>19 Q And I named as one of the defendants</p> <p>20 yourself individually and yourself as the trustee</p> <p>21 of the Eliades Survivor Trust of October 30, 2008.</p> <p>22 All right? Do you understand that?</p> <p>23 A If you didn't make no mistake, yes.</p> <p>24 Q Good.</p> <p>25 Now, what I'm showing you is Exhibit 60,</p>	<p style="text-align: right;">Page 9</p> <p>1 which is the answer that was filed on your behalf.</p> <p>2 Okay? This answer was filed by Sam Lionel.</p> <p>3 Now, did Mr. Lionel have the authority</p> <p>4 to file this -- it's identified as Defendants'</p> <p>5 First Amended Answer to Complaint on your behalf</p> <p>6 as an individual and on your behalf as the trustee</p> <p>7 of the October 30 Eliades Survivor Trust.</p> <p>8 MR. LIONEL: Object. Calling for a</p> <p>9 legal conclusion with respect to authority.</p> <p>10 THE WITNESS: Before the -- yes, he had</p> <p>11 the authority before Mr. Kennedy took over.</p> <p>12 BY MR. SIMONS:</p> <p>13 Q Okay. So this answer was filed on your</p> <p>14 behalf with your knowledge?</p> <p>15 A If that was the case, he filed it before</p> <p>16 Mr. --</p> <p>17 Q That is correct.</p> <p>18 A Then the answer is yes.</p> <p>19 (Exhibit No. 62 was marked.)</p> <p>20 MR. SIMONS: Now I'm going to show you</p> <p>21 Exhibit 62.</p> <p>22 No, no, no. That's for Sam. You guys</p> <p>23 don't get two.</p> <p>24 BY MR. SIMONS:</p> <p>25 Q Exhibit 62 is your current counsel,</p>

<p style="text-align: right;">Page 10</p> <p>1 Mr. Kennedy and Joseph Liehman's substitution in</p> <p>2 to respect you individually and the Eliades</p> <p>3 Survivor Trust of 2000 -- excuse me, October 30,</p> <p>4 2008, Teld, and Eldorado Hills, LLC.</p> <p>5 And they ended up taking over</p> <p>6 Mr. Lionel?</p> <p>7 A Yes.</p> <p>8 Q Okay. You authorized your current</p> <p>9 counsel to now represent yourself, the Eliades</p> <p>10 Trust, Teld, and Eldorado Hills moving forward in</p> <p>11 this litigation?</p> <p>12 A Yes.</p> <p>13 Q All right. I'm going to have you take a</p> <p>14 look at this document.</p> <p>15 Do you see the signatures above your</p> <p>16 name?</p> <p>17 A Above my name?</p> <p>18 Q Right.</p> <p>19 Are those all of your signatures?</p> <p>20 A Yes, they are.</p> <p>21 Q All right. Do you see under here that</p> <p>22 you signed as the trustee of the Eliades Survivor</p> <p>23 Trust of October 30, 2008?</p> <p>24 A Yes.</p> <p>25 Q Okay. Does that refresh your</p>	<p style="text-align: right;">Page 11</p> <p>1 recollection that you're the trustee of that</p> <p>2 trust?</p> <p>3 A Well, if I signed it, I presume that</p> <p>4 Mr. Kennedy would make no mistake.</p> <p>5 Q Fair enough.</p> <p>6 Now, do you see that you have signed on</p> <p>7 behalf of both Teld and Eldorado Hills, LLC, as</p> <p>8 the managing member?</p> <p>9 A Yes.</p> <p>10 Q All right. What do you understand your</p> <p>11 role is as the managing member of Eldorado Hills?</p> <p>12 A Whatever comes up, you -- you run</p> <p>13 into -- if there's business, you run the business.</p> <p>14 That's my understanding.</p> <p>15 Q Okay. Do you also have responsibility,</p> <p>16 as you understand it, for maintaining the</p> <p>17 financial books and records of Eldorado Hills?</p> <p>18 A No. I'm not a bookkeeper, but I</p> <p>19 delegate that authority to the bookkeeper or</p> <p>20 accountant, and that's how it's done.</p> <p>21 Q All right. So you don't actually do the</p> <p>22 bookkeeping, but that --</p> <p>23 A I know nothing about bookkeeping.</p> <p>24 Excuse me for interrupting you.</p> <p>25 Q No problem.</p>
<p style="text-align: right;">Page 12</p> <p>1 A You can show me all day long. I know</p> <p>2 nothing about it, but that's -- that's the reason</p> <p>3 I -- I hire bookkeepers or CPAs.</p> <p>4 Q Okay. Do you have, as you understand</p> <p>5 it, the authority to enter into contracts on</p> <p>6 behalf of Eldorado Hills, LLC, as the managing</p> <p>7 member?</p> <p>8 A If I am the management and I own it,</p> <p>9 yes, I do.</p> <p>10 (Exhibit No. 63 was marked.)</p> <p>11 BY MR. SIMONS:</p> <p>12 Q Okay. Let me give you Exhibit 63.</p> <p>13 Exhibit 63 is the amended and restated operating</p> <p>14 agreement of Eldorado Hills, LLC, and the</p> <p>15 effective date was October of 2008.</p> <p>16 Do you see that?</p> <p>17 A October 2008. Correct, yes.</p> <p>18 Q Are any of these your initials on the</p> <p>19 bottom of the document?</p> <p>20 A No, sir.</p> <p>21 Q All right. We're going to flip back to</p> <p>22 some of the signature pages, and this is Bates</p> <p>23 number 205.</p> <p>24 Do you see where there's signatures on</p> <p>25 this document?</p>	<p style="text-align: right;">Page 13</p> <p>1 A Yes, sir.</p> <p>2 Q Do you see where under Teld, it</p> <p>3 identifies that the managing member is --</p> <p>4 Aristotelis and Dolores are both managing members</p> <p>5 of Teld?</p> <p>6 A That's what it shows here.</p> <p>7 Q All right. Do you recall if they were</p> <p>8 the managing members of Teld at that time?</p> <p>9 A I assume they were if that is what it</p> <p>10 says.</p> <p>11 Q Okay. Now, do you know why Teld became</p> <p>12 involved in Eldorado Hills, LLC, in 2008?</p> <p>13 A Why?</p> <p>14 Q Right.</p> <p>15 A Is that -- it was to buy it.</p> <p>16 Q Okay.</p> <p>17 A Is that -- is that what you're referring</p> <p>18 to?</p> <p>19 Q Yeah. Let me -- it was a bad question,</p> <p>20 because I know a lot of information, and I'm</p> <p>21 trying to just walk us through this.</p> <p>22 Do you remember that you invested,</p> <p>23 through various entities, \$6 million into</p> <p>24 acquiring interest in Eldorado Hills in October of</p> <p>25 2008?</p>

<p style="text-align: right;">Page 14</p> <p>1 A Yes, I do.</p> <p>2 Q Okay. Do you recall that you were</p> <p>3 actually the person who funded the \$6 million?</p> <p>4 A Yes.</p> <p>5 Q All right. Do you remember why you were</p> <p>6 funding \$6 million? Why that number was used?</p> <p>7 A Why?</p> <p>8 Q Yes.</p> <p>9 A It was the down payment.</p> <p>10 Q Do you remember that 1 million of that</p> <p>11 6 million was used to acquire ownership interest</p> <p>12 from Sigmund Rogich's trust and the other</p> <p>13 5 million was used to pay down the bank loan?</p> <p>14 A No. I -- I was under the impression the</p> <p>15 6 million was going against -- to buy the</p> <p>16 property.</p> <p>17 Q Okay. The name Teld, T-E-L-D, is that</p> <p>18 an acronym for something? How did that name come</p> <p>19 about?</p> <p>20 A Well, if you spell it, I'll tell you</p> <p>21 what that means, then I can tell you.</p> <p>22 Q T-E-L-D.</p> <p>23 Did you use the first name of your</p> <p>24 children? What's the -- where did you derive that</p> <p>25 name?</p>	<p style="text-align: right;">Page 15</p> <p>1 A I can't tell you, because I don't know</p> <p>2 what it means.</p> <p>3 Q Okay. Because you signed off as the</p> <p>4 managing member of Teld in this litigation.</p> <p>5 Do you see that?</p> <p>6 A Uh-huh.</p> <p>7 Q So at some point in time, from the date</p> <p>8 of the signature on October 30, 2008, of the</p> <p>9 Eldorado Hills amended operating agreement and</p> <p>10 24th day of January, 2008, you became the managing</p> <p>11 member of Teld.</p> <p>12 Do you understand that?</p> <p>13 MR. KENNEDY: You mean 24 of January,</p> <p>14 2018?</p> <p>15 MR. SIMONS: I did. I'm reading upside</p> <p>16 down. I might have been mistaken.</p> <p>17 MR. KENNEDY: Okay. Because we were</p> <p>18 going backwards in time, and I thought --</p> <p>19 MR. SIMONS: Did I say 2008?</p> <p>20 MR. KENNEDY: Yes.</p> <p>21 MR. SIMONS: Oh, I apologize.</p> <p>22 BY MR. SIMONS:</p> <p>23 Q Going back to the question, do you</p> <p>24 recall that at some point in time, you became the</p> <p>25 managing member of Teld?</p>
<p style="text-align: right;">Page 16</p> <p>1 A Do I recall? Well, I always thought</p> <p>2 maybe I was, but ...</p> <p>3 Q Fair to say you always thought you were</p> <p>4 the managing member of Teld, but you just didn't</p> <p>5 realize that the operating agreement had been</p> <p>6 signed off on by your children?</p> <p>7 A Yes.</p> <p>8 Q Okay. That's fair.</p> <p>9 Are you familiar with a gentleman named</p> <p>10 Carlos Huerta?</p> <p>11 A Carlos Huerta? Yes. I think that he</p> <p>12 owned part of it.</p> <p>13 Q Have you ever had any business dealings</p> <p>14 with Carlos Huerta, separate and apart from the</p> <p>15 Eldorado Hills investment?</p> <p>16 A Not that I recall.</p> <p>17 Q I'm going to have you look at</p> <p>18 Exhibit 20. Exhibit 20 is a purchase agreement</p> <p>19 between Sig Rogich and Carlos Huerta where Sig</p> <p>20 Rogich is buying out Carlos Huerta's interest in</p> <p>21 Eldorado Hills, LLC; correct?</p> <p>22 MR. LIONEL: Object to the form.</p> <p>23 BY MR. SIMONS:</p> <p>24 Q Do you remember that transaction</p> <p>25 occurring?</p>	<p style="text-align: right;">Page 17</p> <p>1 A I knew -- it was told to me that they</p> <p>2 would have to buy him out. But when they did it</p> <p>3 and how they did it, I don't know.</p> <p>4 Q All right. Looking at this document, do</p> <p>5 you ever recall seeing this document?</p> <p>6 MR. KENNEDY: Referring to Exhibit 20?</p> <p>7 MR. SIMONS: Correct.</p> <p>8 THE WITNESS: This one?</p> <p>9 MR. KENNEDY: Yeah, this one.</p> <p>10 THE WITNESS: Oh, this one?</p> <p>11 MR. KENNEDY: Yeah.</p> <p>12 THE WITNESS: I may have.</p> <p>13 BY MR. SIMONS:</p> <p>14 Q Okay. Do you see in the recitals, A,</p> <p>15 that it calls out for -- in these first few</p> <p>16 sentences, that there are some individuals or</p> <p>17 entities who may claim an ownership interest in</p> <p>18 Eldorado Hills?</p> <p>19 A Yes.</p> <p>20 Q Okay. I'm going to have you flip back,</p> <p>21 and do you see where it references an Exhibit A?</p> <p>22 A Uh-huh.</p> <p>23 Q Okay. Let's flip back to the back end</p> <p>24 of the contract.</p> <p>25 Okay. And do you now see Exhibit A?</p>

<p style="text-align: right;">Page 18</p> <p>1 A Yes.</p> <p>2 MR. KENNEDY: And we're at Bates 000010?</p> <p>3 MR. SIMONS: Correct.</p> <p>4 BY MR. SIMONS:</p> <p>5 Q Now, do you see on there at Item 3, it</p> <p>6 identifies my client, Nanyah Vegas, LLC, in the</p> <p>7 amount of 1.5 million?</p> <p>8 A Yes.</p> <p>9 Q Okay. Did you understand that Nanyah</p> <p>10 Vegas, LLC, my client, had claimed or could</p> <p>11 possibly claim an ownership interest in Eldorado</p> <p>12 Hills when you were looking at doing this deal?</p> <p>13 MR. LIONEL: I'm going to object to the</p> <p>14 form of the question.</p> <p>15 THE WITNESS: I don't recall that I saw</p> <p>16 that.</p> <p>17 BY MR. SIMONS:</p> <p>18 Q Okay.</p> <p>19 A But I heard later on that he had</p> <p>20 invested the amount, because I asked Chris or</p> <p>21 Melissa, which -- when I was negotiating with</p> <p>22 them, they said, "That's their problem," Sig's</p> <p>23 problem. I have nothing to do with it. They'll</p> <p>24 take care of that.</p> <p>25 Q Okay. So I just want to walk through so</p>	<p style="text-align: right;">Page 19</p> <p>1 I understand your answer.</p> <p>2 When you were talking with Sig Rogich to</p> <p>3 become involved in this deal, Nanyah Vegas, LLC's</p> <p>4 investment was brought up and discussed, but that</p> <p>5 Mr. Rogich and/or some of his employees said,</p> <p>6 "We'll take care of that obligation"; is that</p> <p>7 fair?</p> <p>8 A 100 percent clear, that's the -- the way</p> <p>9 it was.</p> <p>10 Q Okay. Did you also have discussions</p> <p>11 with Sig Rogich and/or any of his employees back</p> <p>12 in 2008 about any of these other people called out</p> <p>13 on Exhibit A: Eddyline Investment, Ray Family</p> <p>14 Trust, or Antonio Nevada?</p> <p>15 A I don't recall the names, but there was</p> <p>16 two minor investors, whoever they were. They said</p> <p>17 they will remain in, so I have to deal with it.</p> <p>18 Q Okay. So there were two minor investors</p> <p>19 that would remain, and Nanyah Vegas, LLC's</p> <p>20 investment would be taken care of by Sig Rogich?</p> <p>21 A Correct.</p> <p>22 Q Okay. Now I'm going to have you -- just</p> <p>23 give me --</p> <p>24 MR. SIMONS: Off the record.</p> <p>25 (Discussion off the record.)</p>
<p style="text-align: right;">Page 20</p> <p>1 MR. SIMONS: Back on the record.</p> <p>2 MR. KENNEDY: And you want the record to</p> <p>3 reflect that the witness has, to some extent,</p> <p>4 perhaps refreshed his recollection by reading the</p> <p>5 page Bates numbered RT0265.</p> <p>6 MR. SIMONS: That's correct.</p> <p>7 BY MR. SIMONS:</p> <p>8 Q All right. Sir, what I have put before</p> <p>9 you in Exhibit 22 is the Membership Interest</p> <p>10 Purchase Agreement between Teld, LLC, and the</p> <p>11 Rogich Family Irrevocable Trust executed on</p> <p>12 October 30, 2008. Okay?</p> <p>13 A Yes.</p> <p>14 Q Do you remember that in 2008 Teld</p> <p>15 acquired some ownership interest in Eldorado</p> <p>16 Hills, LLC, from Mr. Rogich's trust?</p> <p>17 A Yes.</p> <p>18 Q All right. Now, turn to, if you see,</p> <p>19 the second page.</p> <p>20 MR. KENNEDY: The second page of</p> <p>21 Exhibit 22, Bates number 546?</p> <p>22 MR. SIMONS: Right.</p> <p>23 MR. KENNEDY: Oh, pardon me -- yes, 546.</p> <p>24 That's right. I'm sorry.</p> <p>25</p>	<p style="text-align: right;">Page 21</p> <p>1 BY MR. SIMONS:</p> <p>2 Q All right. Look at paragraph F. And</p> <p>3 that paragraph says, "Concurrently herewith, the</p> <p>4 seller" -- who is referred to as Sig Rogich's</p> <p>5 trust -- "shall acquire the ownership of Go Global</p> <p>6 and certain individuals directly or indirectly</p> <p>7 related to or affiliated with Go Global, after</p> <p>8 which time the ownership of Go Global shall be</p> <p>9 owned by seller in exchange for a nominal</p> <p>10 consideration of \$100."</p> <p>11 In addition, Paragraph E says that Teld</p> <p>12 is also going to buy a 1/6 membership interest in</p> <p>13 Eldorado Hills.</p> <p>14 Do you see that?</p> <p>15 A 1/6, yes.</p> <p>16 Q Okay. Do you -- now, I'm going to have</p> <p>17 you flip to page four of this agreement.</p> <p>18 MR. KENNEDY: That's Bates number 548.</p> <p>19 BY MR. SIMONS:</p> <p>20 Q And under paragraph three, it identifies</p> <p>21 that "At the conclusion of the transaction, Teld</p> <p>22 will own one-third of Eldorado Hills, the Flangas</p> <p>23 Trust will own one-third, and the Rogich Trust</p> <p>24 will own one-third subject to those investors for</p> <p>25 whom the Rogich Trust shall assume</p>

<p style="text-align: right;">Page 22</p> <p>1 responsibility."</p> <p>2 Do you remember that?</p> <p>3 A Yes.</p> <p>4 Q Okay. Is that your understanding of how</p> <p>5 the transaction also went down?</p> <p>6 A That's the way it was.</p> <p>7 How do you mean that's how it went down?</p> <p>8 Q Perfect. All right.</p> <p>9 Do you see up in paragraph two, it says</p> <p>10 that Teld is paying \$500,000 to the Rogich Trust?</p> <p>11 A I don't recall that, because I wasn't</p> <p>12 either informed of that, how he was going to do</p> <p>13 it. But if that's what it says, that's what it</p> <p>14 was.</p> <p>15 Q Under this transaction, both the Flangas</p> <p>16 Trust and Teld acquired some of the Rogich Family</p> <p>17 Trust's interest in Eldorado Hills in exchange for</p> <p>18 a million dollars.</p> <p>19 Does that refresh your recollection?</p> <p>20 A No.</p> <p>21 Q No. Okay.</p> <p>22 Do you see under paragraph four, it says</p> <p>23 "Representations of seller"?</p> <p>24 A Here?</p> <p>25 Q Correct.</p>	<p style="text-align: right;">Page 23</p> <p>1 And it says, "Subject to the information</p> <p>2 set forth and attached on Exhibit D, which matters</p> <p>3 shall only effect, if at all, the ownership</p> <p>4 interest of seller" -- which is the Rogich Family</p> <p>5 Trust -- "the seller represents the following."</p> <p>6 So I'm going to have us take a look.</p> <p>7 There's a reference in Exhibit D under the Seller</p> <p>8 Representations. Okay?</p> <p>9 A Okay.</p> <p>10 Q So let's go to Exhibit D, and that Bates</p> <p>11 number is 629.</p> <p>12 MR. KENNEDY: Here, let me help you,</p> <p>13 Pete.</p> <p>14 THE WITNESS: Thank you.</p> <p>15 BY MR. SIMONS:</p> <p>16 Q Now, this is Exhibit D to a contract</p> <p>17 Teld signed. And I'm putting this in reference.</p> <p>18 The seller is the Rogich Trust.</p> <p>19 A Yes.</p> <p>20 Q Do you see up here, "The Rogich</p> <p>21 Trust" --</p> <p>22 A Yes.</p> <p>23 Q -- "confirms that certain amounts have</p> <p>24 been advanced to or on behalf of the company by</p> <p>25 certain third parties as referenced in Section 8</p>
<p style="text-align: right;">Page 24</p> <p>1 below." And that "Seller shall defend, indemnify,</p> <p>2 and hold harmless the company and its members from</p> <p>3 any of the claims from the people on this list."</p> <p>4 Do you see that?</p> <p>5 A Yes.</p> <p>6 Q All right. And you see my client is</p> <p>7 identified on there as an entity that advanced</p> <p>8 certain amounts on behalf of the company or to the</p> <p>9 company in the amount of 1.5 million?</p> <p>10 A Yeah, I see that, No. 3.</p> <p>11 Q Right.</p> <p>12 When Teld was executing this agreement</p> <p>13 in October of 2008, did you understand, based upon</p> <p>14 the representations of Mr. Rogich and the Rogich</p> <p>15 Trust, that my client, Nanyah Vegas, LLC, had</p> <p>16 invested 1.5 million into Eldorado Hills?</p> <p>17 A I don't know if I knew the amount. But</p> <p>18 I knew they said there is that person, and they'll</p> <p>19 take care of it. Mr. Rogich will take care of it.</p> <p>20 Q And did you understand that person that</p> <p>21 they were referring to was Nanyah Vegas, LLC?</p> <p>22 A Well, it couldn't have been -- I didn't</p> <p>23 know if it was Nanyah, but I knew there was a</p> <p>24 person that was involved in here or invested</p> <p>25 money, and that will be taken care of from</p>	<p style="text-align: right;">Page 25</p> <p>1 Mr. Rogich.</p> <p>2 Q Okay.</p> <p>3 A I understood that.</p> <p>4 Q Did you also understand that Mr. Rogich</p> <p>5 would indemnify and defend Eldorado Hills' company</p> <p>6 from any of the claims by Nanyah Vegas, LLC?</p> <p>7 A Yes. That always was the -- the</p> <p>8 understanding.</p> <p>9 Q Has Mr. Rogich indemnified and defended</p> <p>10 Eldorado Hills, LLC, from my client's claims?</p> <p>11 MR. LIONEL: I'm going to object.</p> <p>12 Foundation.</p> <p>13 THE WITNESS: Not that I know.</p> <p>14 BY MR. SIMONS:</p> <p>15 Q And you would know, because you're the</p> <p>16 manager of Eldorado Hills, LLC, wouldn't you?</p> <p>17 A Well, before when I hired Mr. Kennedy,</p> <p>18 he did or he's supposed to do through Mr. --</p> <p>19 MR. KENNEDY: Mr. Lionel.</p> <p>20 THE WITNESS: Sam.</p> <p>21 MR. KENNEDY: Or Sam.</p> <p>22 BY MR. SIMONS:</p> <p>23 Q So up until the time that you had</p> <p>24 retained Mr. Kennedy, had Mr. Rogich been paying</p> <p>25 for the defense of Eldorado Hills, LLC, in this</p>

<p style="text-align: right;">Page 26</p> <p>1 case?</p> <p>2 A I don't know if he was paying or not,</p> <p>3 because --</p> <p>4 Q Let's do it this way: Was Eldorado</p> <p>5 Hills paying separately for its attorney before</p> <p>6 you hired Mr. Kennedy?</p> <p>7 A Yes.</p> <p>8 MR. LIONEL: Objection. Relevance.</p> <p>9 BY MR. SIMONS:</p> <p>10 Q Okay. Since you hired Mr. Kennedy, have</p> <p>11 you made demand upon Mr. Rogich to indemnify and</p> <p>12 defend and/or pay Nanyah Vegas, LLC's claim?</p> <p>13 A Not me personally, but my attorney has.</p> <p>14 MR. LIONEL: Objection. Relevance.</p> <p>15 BY MR. SIMONS:</p> <p>16 Q Okay. So you understand that</p> <p>17 communication has been made.</p> <p>18 What's your understanding of the</p> <p>19 response to Eldorado Hills, LLC's demand?</p> <p>20 A According to attorney --</p> <p>21 MR. KENNEDY: Whoa, whoa, whoa. Let's</p> <p>22 not talk about according to your attorney.</p> <p>23 BY MR. SIMONS:</p> <p>24 Q Yeah, I don't -- you know this. I don't</p> <p>25 want to know what you guys talk about. But I get</p>	<p style="text-align: right;">Page 27</p> <p>1 to know what your understanding is.</p> <p>2 A My understanding is that he declined.</p> <p>3 Q Okay. Let's look at page 556 of this</p> <p>4 document, please.</p> <p>5 MR. KENNEDY: This is page 556 of</p> <p>6 Exhibit 22?</p> <p>7 MR. SIMONS: Yes.</p> <p>8 BY MR. SIMONS:</p> <p>9 Q And do you remember back on Exhibit D,</p> <p>10 it says that "Certain individuals or entities had</p> <p>11 advanced or paid to on behalf of Eldorado Hills as</p> <p>12 referenced in Section 8 of the agreement." Now</p> <p>13 we're going back to Section 8 of the agreement.</p> <p>14 Are you following me?</p> <p>15 A Uh-huh.</p> <p>16 Q So under --</p> <p>17 A I'm trying to find the D in here.</p> <p>18 Q 8.C.</p> <p>19 A Oh, C.</p> <p>20 Q Yeah.</p> <p>21 A Okay.</p> <p>22 Q Do you see it says, "Seller" -- and in</p> <p>23 this case, that's Rogich Trust -- "shall defend,</p> <p>24 indemnify, and hold the buyer" -- which is Teld --</p> <p>25 "harmless from all of the claims of Eddyline, Ray</p>
<p style="text-align: right;">Page 28</p> <p>1 Family Trust, Nanyah Vegas, and Antonio Nevada,</p> <p>2 each of whom invested or otherwise advanced the</p> <p>3 funds, plus certain possible claimed accrued</p> <p>4 interest," close quote.</p> <p>5 Do you see that?</p> <p>6 A Yes.</p> <p>7 Q Okay. Again, does this refresh your</p> <p>8 recollection that Rogich Trust had represented to</p> <p>9 you that these four entities had invested funds</p> <p>10 into Eldorado Hills, LLC?</p> <p>11 MR. LIONEL: I'm going to object to the</p> <p>12 form of that question.</p> <p>13 THE WITNESS: Yes.</p> <p>14 BY MR. SIMONS:</p> <p>15 Q Let's jump back to Exhibit 20. And in</p> <p>16 Exhibit 20 --</p> <p>17 MR. SIMONS: Can you help the witness?</p> <p>18 MR. KENNEDY: Oh, yes, I can. Thanks.</p> <p>19 BY MR. SIMONS:</p> <p>20 Q And, again, Exhibit 20 is the agreement</p> <p>21 whereby Sig Rogich buys Go Global's interest in</p> <p>22 Eldorado Hills, and Go Global's interests are</p> <p>23 subject to those entities identified on Exhibit D.</p> <p>24 Okay? I'm giving this a frame of reference.</p> <p>25 A Uh-huh.</p>	<p style="text-align: right;">Page 29</p> <p>1 Q All right. So did you understand</p> <p>2 that -- if you'll flip to page seven of this</p> <p>3 document, I'm going to have you look at Exhibit --</p> <p>4 to Paragraph I. Can you get to it?</p> <p>5 Do you see Paragraph I? It says, "This</p> <p>6 agreement shall be binding on and inure to the</p> <p>7 benefit of the heirs, personal representatives,</p> <p>8 successors, and permitted assigns of the parties</p> <p>9 hereto."</p> <p>10 MR. KENNEDY: Okay. That's J.</p> <p>11 MR. LIONEL: Where is that?</p> <p>12 MR. SIMONS: You're correct.</p> <p>13 MR. LIONEL: That's not I.</p> <p>14 MR. SIMONS: You're correct. It's J. I</p> <p>15 misread it.</p> <p>16 THE WITNESS: Can you explain this in</p> <p>17 detail? What does that mean so I can --</p> <p>18 BY MR. SIMONS:</p> <p>19 Q That's what I was going to ask you.</p> <p>20 Apparently you don't --</p> <p>21 A I don't understand it that good, so</p> <p>22 maybe you can --</p> <p>23 Q Fair enough.</p> <p>24 Did you understand that when you</p> <p>25 acquired some of the Rogich Trust interests that</p>

<p style="text-align: right;">Page 30</p> <p>1 it held in Eldorado Hills, that it was still 2 subject to the terms and conditions of this 3 original purchase agreement? 4 A Yes. 5 Q Okay. After this transaction concluded, 6 do you remember that part of the transaction is 7 that you were fronting the entire \$6 million? 8 MR. LIONEL: Objection. Calls for a 9 conclusion. No foundation. 10 MR. SIMONS: He doesn't have foundation 11 to know how much money he invested in this deal? 12 Is that the objection? 13 Just give me a second, and I'll get you 14 to the document. 15 Off the record. 16 (Discussion off the record.) 17 BY MR. SIMONS: 18 Q Can I have you look at Exhibit 23. 19 MR. KENNEDY: 23. Beginning with Bates 20 No. Eliades 3. 21 BY MR. SIMONS: 22 Q Okay. Sir, this is a promissory note 23 secured by the interest in Eldorado Hills signed 24 by Albert Flangas' Trust to Teld for \$3 million. 25 A Yes.</p>	<p style="text-align: right;">Page 31</p> <p>1 Q Okay. Do you remember that the way the 2 transaction was structured was that you were 3 fronting the full \$6 million to acquire -- to pay 4 off Mr. Rogich and to put \$5 million towards the 5 transaction with the bank, and Mr. Flangas agreed 6 to pay you under this promissory note \$3 million? 7 MR. LIONEL: I'm going to object, 8 Counsel. You're testifying. 9 THE WITNESS: Yes. 10 BY MR. SIMONS: 11 Q Okay. Now, why were you fronting the 12 full \$6 million for the transaction, if you 13 recall? 14 A The way it was, Mr. Flangas said he was 15 going to sell some property or some stocks he had, 16 and then he was going to give me the money. 17 Q Okay. And did that ever happen? 18 A No. 19 Q How long was it going to take 20 Mr. Flangas, to your recollection, to sell some 21 stocks or property and pay you back the 3 million? 22 MR. LIONEL: Objection. Foundation. 23 THE WITNESS: Within 30, 60 days, I 24 believe he said. 25</p>
<p style="text-align: right;">Page 32</p> <p>1 BY MR. SIMONS: 2 Q Okay. 3 A I recollect that -- that that's what he 4 said. But then he came back and he -- at some 5 point, he says he's not going to go through the 6 deal. 7 Q Okay. Can you turn to Exhibit 25. On 8 Exhibit 25 is a membership interest purchase 9 agreement. 10 And do you see some handwriting up on 11 top where it says "Flangas out"? 12 A Yes, I do. 13 Q Is that your writing? 14 A No, sir. 15 Q Okay. Well, in this document, it says 16 the Flangas Trust was going to pay you some money 17 under that promissory note, but has been unable to 18 pay you. All right. If you look down at the 19 bottom whereas clause -- 20 A Yeah. "Has not made payments under the 21 provision" -- yeah, I see that. 22 Q Okay. And did you understand that Teld 23 reacquired Mr. Flangas' ownership interest in 24 Eldorado Hills in about November of 2008? 25 A Yes.</p>	<p style="text-align: right;">Page 33</p> <p>1 MR. KENNEDY: Object to form to the 2 form. I don't know if "reacquired" is -- 3 BY MR. SIMONS: 4 Q Let me do a better question. 5 Do you recall that in November of 2008, 6 because Mr. Flangas was unable to pay the 7 promissory note, that he transferred the ownership 8 interest that the Flangas Trust held back to Teld? 9 A Yes. He did like he promised, he 10 transferred. 11 Q Okay. Now, turn to Exhibit 26, please. 12 Now, this says -- if you look at Recital 13 B, it says "Teld desires to transfer 6.67 percent 14 ownership interest in Eldorado in exchange for the 15 consideration set forth below." And this is an 16 agreement with the Rogich Family Irrevocable 17 Trust. 18 MR. LIONEL: I'm going to object as 19 excessive leading, Counsel. 20 THE WITNESS: Yes, I see. 21 BY MR. SIMONS: 22 Q And under this agreement, the 23 consideration that was going to be paid by the 24 Rogich Trust was \$600,000, and it would take the 25 form of a promissory note payable to -- I think</p>

<p style="text-align: right;">Page 34</p> <p>1 it's to Teld.</p> <p>2 MR. LIONEL: Same objection.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q Do you remember this transaction?</p> <p>5 A Well, I know it was a transaction, but I</p> <p>6 don't recall the money.</p> <p>7 Q All right. This document, if you look,</p> <p>8 has your signature on it as the managing member.</p> <p>9 Do you see that?</p> <p>10 A Yes.</p> <p>11 Q All right. Do you remember, as part of</p> <p>12 this acquiring of the Flangas Trust's interest in</p> <p>13 Eldorado Hills, that there was a transfer of</p> <p>14 6.67 percent of that interest to the Rogich Trust?</p> <p>15 A No.</p> <p>16 Q Do you remember a promissory note for</p> <p>17 \$600,000?</p> <p>18 A Not really.</p> <p>19 Q I'm going to have you look at</p> <p>20 Exhibit 27. Exhibit 27 is a promissory note in</p> <p>21 the amount of \$600,000.</p> <p>22 And do you see that you're signing,</p> <p>23 again, down there as the managing member?</p> <p>24 A Yes.</p> <p>25 Q I'm assuming that's your signature?</p>	<p style="text-align: right;">Page 35</p> <p>1 A Yes, it is.</p> <p>2 Q All right. Does this refresh your</p> <p>3 recollection that there was a \$600,000 promissory</p> <p>4 note with regard to the 6.67 percent of Flangas'</p> <p>5 interest?</p> <p>6 A No, I don't recall that.</p> <p>7 Q Okay. After this -- these series of</p> <p>8 transactions unfolded and you became members with</p> <p>9 the Rogich Trust in Eldorado Hills, LLC, how was</p> <p>10 the Eldorado Hills, LLC, managed? Was that under</p> <p>11 your activity, or was Mr. Rogich also involved in</p> <p>12 the management activity?</p> <p>13 MR. KENNEDY: And when you say "your,"</p> <p>14 do you mean him personally?</p> <p>15 BY MR. SIMONS:</p> <p>16 Q Well, as I understood it, Teld was the</p> <p>17 majority member in Eldorado Hills, LLC, after you</p> <p>18 became involved; is that fair?</p> <p>19 A That's the way it's supposed to have</p> <p>20 been, yes.</p> <p>21 Q And you're, as I understand it, the</p> <p>22 managing member of Teld?</p> <p>23 A Yes.</p> <p>24 Q And so effectively, you individually,</p> <p>25 Mr. Eliades, were managing the affairs of Eldorado</p>
<p style="text-align: right;">Page 36</p> <p>1 Hills, LLC?</p> <p>2 A I think most of that was done by</p> <p>3 Melissa --</p> <p>4 Q Okay.</p> <p>5 A -- at that time.</p> <p>6 Q Was Melissa handling the --</p> <p>7 A Books.</p> <p>8 Q Thank you. -- the books, and that</p> <p>9 includes the general ledger, the financial aspects</p> <p>10 of --</p> <p>11 A Everything, yes.</p> <p>12 Q All right. Now, I understand during --</p> <p>13 after you became involved in 2008 through 2012,</p> <p>14 you were incurring certain expenditures on behalf</p> <p>15 of Eldorado Hills, LLC?</p> <p>16 A Yes.</p> <p>17 Q And did you have, as you understood it,</p> <p>18 the authority to incur those expenses on behalf of</p> <p>19 Eldorado Hills, LLC?</p> <p>20 A Well, I always thought I had, but --</p> <p>21 Q Okay. Did you understand that in 2012,</p> <p>22 you had made demand on Mr. Rogich to fund some of</p> <p>23 these expenses that Eldorado Hills had incurred?</p> <p>24 MR. LIONEL: Objection. Foundation.</p> <p>25 THE WITNESS: I don't recall if I made a</p>	<p style="text-align: right;">Page 37</p> <p>1 demand or not, but I always expected for him to</p> <p>2 pay his share.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q Okay. Why did you expect him to pay his</p> <p>5 share?</p> <p>6 MR. LIONEL: Objection. Calling for</p> <p>7 speculation.</p> <p>8 THE WITNESS: He was the partner.</p> <p>9 BY MR. SIMONS:</p> <p>10 Q You understood he had an obligation to</p> <p>11 contribute his share --</p> <p>12 A Yes.</p> <p>13 Q -- of the expenses incurred on behalf of</p> <p>14 Eldorado Hills, LLC?</p> <p>15 A Yes.</p> <p>16 Q Did there come to be a point in time</p> <p>17 when Mr. Rogich didn't want to be involved in</p> <p>18 Eldorado Hills, LLC, anymore?</p> <p>19 A Yes. Some point that he mentioned that</p> <p>20 through Chris or Melissa.</p> <p>21 Q All right. Jumping a little bit forward</p> <p>22 into 2009, do you remember paying 10.3 million to</p> <p>23 satisfy the existing mortgage on the property?</p> <p>24 A Yes.</p> <p>25 Q All right. I want to have you look at</p>

<p style="text-align: right;">Page 38</p> <p>1 Exhibit 32.</p> <p>2 Now, Exhibit 32 is the unanimous written</p> <p>3 consent of the managers of Eldorado Hills, LLC,</p> <p>4 being signed both by you and Mr. Rogich.</p> <p>5 Do you see that?</p> <p>6 A Yes.</p> <p>7 Q And the frame of reference is June 25th,</p> <p>8 2009.</p> <p>9 A Yes.</p> <p>10 Q Okay. And we're talking about the</p> <p>11 approval for you to pay the \$10.3 million.</p> <p>12 A Yes.</p> <p>13 Q Okay. Why is Mr. Rogich signing on</p> <p>14 behalf of this as a manager? Do you know?</p> <p>15 A I haven't got the slightest idea.</p> <p>16 Q Okay. But it's also identifying you as</p> <p>17 the managing member; right?</p> <p>18 A Yes.</p> <p>19 Q Okay.</p> <p>20 MR. KENNEDY: Well, Sig Rogich is</p> <p>21 signing as manager of what?</p> <p>22 MR. SIMONS: Well, since it's the</p> <p>23 Eldorado Hills, LLC, unanimous written consent of</p> <p>24 the managers --</p> <p>25 MR. KENNEDY: But it says the "Rogich</p>	<p style="text-align: right;">Page 39</p> <p>1 Family Irrevocable Trust, manager."</p> <p>2 MR. SIMONS: Okay. It means what it</p> <p>3 means.</p> <p>4 MR. KENNEDY: Yeah, that's what I'm</p> <p>5 saying. I just want to make clear, manager of</p> <p>6 what?</p> <p>7 BY MR. SIMONS:</p> <p>8 Q So on June 25th of 2009, had you had any</p> <p>9 discussions with Mr. Rogich with regards to</p> <p>10 satisfying and paying off Nanyah Vegas, LLC?</p> <p>11 A I do not recall that I ever brought that</p> <p>12 up.</p> <p>13 Q Did he ever bring it up to you, saying</p> <p>14 "I took care of Nanyah Vegas, LLC," or "I didn't</p> <p>15 pay Nanyah Vegas, LLC"?</p> <p>16 MR. LIONEL: Asked and answered. The</p> <p>17 witness said he --</p> <p>18 MR. SIMONS: He hasn't been asked and</p> <p>19 answered, Sam.</p> <p>20 THE WITNESS: I don't recall that he</p> <p>21 ever said that.</p> <p>22 BY MR. SIMONS:</p> <p>23 Q Okay. Did he ever say, "I'm not going</p> <p>24 to pay Nanyah Vegas because Carlos Huerta stole</p> <p>25 money"?</p>
<p style="text-align: right;">Page 40</p> <p>1 A No, he never mentioned that to me.</p> <p>2 Q Have you ever heard that contention from</p> <p>3 Mr. Rogich?</p> <p>4 A I have not.</p> <p>5 Q Okay. Do you think Teld has any</p> <p>6 liability to pay Nanyah Vegas, LLC --</p> <p>7 MR. LIONEL: I'm going to object to the</p> <p>8 form of the question --</p> <p>9 BY MR. SIMONS:</p> <p>10 Q -- \$1.5 million?</p> <p>11 MR. LIONEL: -- as speculation.</p> <p>12 MR. KENNEDY: I'll object to the form,</p> <p>13 as well.</p> <p>14 MR. SIMONS: He can't speculate. I'm</p> <p>15 asking his contention.</p> <p>16 MR. LIEBMAN: And legal opinion.</p> <p>17 THE WITNESS: Absolutely not.</p> <p>18 BY MR. SIMONS:</p> <p>19 Q Why not?</p> <p>20 A Because when I bought it, we made a deal</p> <p>21 with Mr. Rogich that I wouldn't be responsible.</p> <p>22 Q Who was going to be responsible, under</p> <p>23 your understanding of the deal, for the Nanyah</p> <p>24 Vegas, LLC, claim?</p> <p>25 A Well, he represented to me that it was</p>	<p style="text-align: right;">Page 41</p> <p>1 always Mr. Rogich that would be responsible for --</p> <p>2 for that.</p> <p>3 Q I'm going to have you turn to</p> <p>4 Exhibit 37. Exhibit 37 is the First Amendment to</p> <p>5 the Amended and Restated Operating Agreement of</p> <p>6 Eldorado Hills dated June 25th, 2009.</p> <p>7 Now, down below at paragraph one it says</p> <p>8 that you are amending the operating agreement of</p> <p>9 Eldorado Hills to identify that the ownership of</p> <p>10 the company is 60 percent with Teld and 40 percent</p> <p>11 with the Rogich Trust.</p> <p>12 Do you see that?</p> <p>13 A Yes.</p> <p>14 Q And do you understand that you signed</p> <p>15 off on this as the managing member of Teld? Right</p> <p>16 here.</p> <p>17 A Yes.</p> <p>18 Q Okay. Now, June 25th, 2009, what was</p> <p>19 your understanding of the ownership interest</p> <p>20 claims that were in place not only -- not from</p> <p>21 Nanyah Vegas, but from these other minor</p> <p>22 investors?</p> <p>23 MR. LIONEL: Objection. Foundation.</p> <p>24 THE WITNESS: I always believed that we</p> <p>25 made an agreement, and then he will take care.</p>

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1 BY MR. SIMONS:
2 Q And he would --
3 A What he said he was going to do.
4 Q That Mr. Rogich -- sorry to interrupt
5 you.
6 A Mr. Rogich.
7 Q I have to clarify. When you say "he"
8 and "they," I've got to make sure.
9 A Yes. Yes.
10 Q Okay. So as I understand it, you
11 understood that Mr. Rogich would always comply
12 with the terms of the agreement and take care of
13 these individuals or investors?
14 A 100 percent.
15 Q Can you turn to Exhibit 38. I want to
16 look at the last page of this e-mail chain, sir,
17 to give you a frame of reference.
18 This is an e-mail from John Spillatro --
19 MR. KENNEDY: We're back on Bates 2365,
20 just so we're clear.
21 BY MR. SIMONS:
22 Q -- to Melissa Olivas and Ken Woolison.
23 And was John Spillatro your attorney?
24 A He was Mr. Rogich's attorney at that
25 time.

Page 44

1 In August of 2012, can you tell me what
2 you remember about the transaction where the
3 Eliades Trust is going to buy out the Rogich
4 Trust's interest in Eldorado Hills, LLC?
5 A Yes, I remember that.
6 Q Okay. Can you tell me what you remember
7 about the terms of the deal?
8 A The terms of the deal was that I had to
9 give him \$2,020,000.
10 Q I'm sorry, sir. You speak very low and
11 sometimes I can't catch it.
12 A No, that's all right.
13 The deal was that I would pay \$2,020,000
14 for the 40 percent interest of Mr. Rogich.
15 Q Okay. How did you come to the deal
16 being that you would pay \$2,020,000 for the
17 40 percent interest?
18 A I think he had some problem to pay some
19 bill, I believe. I don't know. And -- to the
20 bank, and I wanted to buy him out anyway. So
21 that's -- we made the deal.
22 Q Did you actually discuss the terms of
23 the deal with Mr. Rogich face-to-face or on a
24 telephone call?
25 MR. LIONEL: Well, let's get some

Page 43

1 Q Okay. I didn't realize that.
2 If you look at paragraph one, it says
3 "The Eliades Survivor Trust is buying out the
4 Rogich Family Irrevocable Trust's interest in
5 Eldorado Hills."
6 MR. LIONEL: That's 2365?
7 THE WITNESS: Yes.
8 MR. KENNEDY: Sam, that's the last page
9 in 38.
10 MR. LIONEL: Thank you.
11 BY MR. SIMONS:
12 Q And this is the October 3rd, 2012, time
13 frame. Now, I'm using this to kind of reset your
14 brain that we're talking about this time frame.
15 Can you tell me what you remember about
16 your deal to buy out the Rogich Trust from
17 Eldorado Hills?
18 MR. KENNEDY: This is August. You said
19 October.
20 MR. SIMONS: I'm sorry. I apologize.
21 MR. KENNEDY: That's all right. We're
22 all listening.
23 BY MR. SIMONS:
24 Q I'm misspeaking.
25 So in August of 2013 -- starting again.

Page 45

1 foundation, Counsel.
2 THE WITNESS: It would be probably
3 Melissa. Maybe some I talked to him also.
4 BY MR. SIMONS:
5 Q Okay.
6 A And I believe I loaned him the money
7 first, and he give me collateral, some property he
8 had first. And then came the deal and I says if
9 he will turn over his interest, I will forfeit the
10 2,020,000 and give him his land back.
11 Q Okay. So Mr. Rogich owed you
12 \$2,020,000?
13 MR. LIONEL: Objection.
14 BY MR. SIMONS:
15 Q Is that what you're saying?
16 ATTORNEY6: Objection. Form.
17 THE WITNESS: I believe I loaned him
18 that, I believe. That's how it came about.
19 BY MR. SIMONS:
20 Q Part of this loan you indicated was
21 collateralized with some property upon which you
22 had a first deed of trust?
23 A Yes.
24 Q Do you recall the name of that property?
25 A Offhand, I don't.

<p style="text-align: right;">Page 46</p> <p>1 Q Do you recall the location, anything 2 about that property that you remember? 3 A Yeah. I know where -- it was over there 4 on -- next to the freeway where his office is. 5 Q I don't know which freeway that is. 6 A I-15. 7 Q I-15. Okay. 8 And do you remember how much the loan 9 was for that property? 10 A 2 million -- 11 MR. LIONEL: Objection. Foundation. 12 THE WITNESS: -- 20,000. 13 BY MR. SIMONS: 14 Q Okay. So the -- if I follow, there was 15 a separate stand-alone loan that you had made to 16 Mr. Rogich for \$2,020,000 that was associated with 17 this property over by I-15? 18 A That's how I recall it. 19 Q Okay. And separate and apart from the 20 promissory note that Mr. Rogich had to you for 21 \$600,000, you also had this other \$2,020,000 22 promissory note? 23 A Yeah. I didn't know about that, 24 except -- I did not remember the 600,000, but I 25 guess it was there.</p>	<p style="text-align: right;">Page 47</p> <p>1 Q All right. So let's have you look at 2 Exhibit 39, please. Exhibit 39 is called a 3 Satisfaction of Promissory Note and Release of 4 Security. And this is where it says that the 5 note -- the \$600,000 note is being paid in full by 6 Mr. Rogich. 7 Do you remember this transaction taking 8 place? 9 A I don't recall. 10 Q Can you turn to Exhibit 40. 11 Exhibit 40 is a copy of a check paid to 12 the Rogich Family Trust for \$682,000. 13 Do you see that? 14 A Yes. 15 Q Is that your signature on the check? 16 A Yes. 17 Q All right. Do you remember writing this 18 check to Sig Rogich in August of 2012? 19 A I don't remember, but I -- I did. 20 Q Okay. And then do you understand that 21 Mr. -- as part of this transaction that took 22 place, the \$600,000 was reported to be your 23 acquisition of the 40 percent interest. Then 24 Mr. Rogich used that money he received and paid 25 back your promissory note? Does that refresh your</p>
<p style="text-align: right;">Page 48</p> <p>1 recollection at all? 2 A No. 3 Q Okay. Let's look at Exhibit 41. This 4 is a Membership Interest Assignment Agreement. 5 And if you see in this assignment agreement, that 6 it is -- the Eliades Survivor Family Trust is the 7 signatory on behalf of Teld. 8 Do you see that? I'll let you get 9 there. 10 MR. KENNEDY: We're back at Bates 013. 11 BY MR. SIMONS: 12 Q Again, are those your signatures? 13 A Yes. 14 Q All right. Now, going back to the front 15 of the document, this says that Rogich has 16 acquired -- 17 MR. LIONEL: Let the record show that 18 the questioner is pointing out the -- the lines or 19 something on Exhibit 41. 20 MR. SIMONS: Yeah, I'm actually pointing 21 out Paragraph A, that is correct. 22 BY MR. SIMONS: 23 Q "Rogich has acquired a 40 percent 24 interest in Eldorado Hills." And do you see that 25 it says in parentheses, "Within the Rogich</p>	<p style="text-align: right;">Page 49</p> <p>1 40 percent is a potential 1.12 interest in other 2 holders not of formal record with Eldorado." 3 Do you see that? 4 A Yes. 5 Q Do you know what that's referring to? 6 A I guess the -- the minor investor. 7 Q Okay. That's actually correct. 8 If you flip to the next page, 3C, do you 9 see where it calls out those minor investors, 10 which are the Robert Ray Family Trust and Eddyline 11 Investment, LLC? 12 A Uh-huh. 13 Q That's a "Yes," sir? 14 A Yes. 15 Q Okay. Was there any discussion at this 16 point in time about the Nanyah Vegas, LLC, 17 investment of \$1.5 million with Mr. Rogich? 18 A I don't recall that we discussed that. 19 Q Okay. 20 A Because always in my mind, it was -- he 21 took care of it or he was going to take care of 22 it. I didn't even know it's still going on at 23 that time. 24 Q Okay. So is it fair to say that in the 25 2012 time frame, you weren't concerned about</p>

<p style="text-align: right;">Page 50</p> <p>1 Nanyah Vegas, LLC's investment, because you always</p> <p>2 understood that that was an investment Mr. Rogich</p> <p>3 was going to take care of?</p> <p>4 A Most definitely.</p> <p>5 MR. LIONEL: I'm going to object to</p> <p>6 that.</p> <p>7 BY MR. SIMONS:</p> <p>8 Q I'm sorry. I didn't hear the answer.</p> <p>9 A Most definitely.</p> <p>10 Q Okay. Now, look at Paragraph D.</p> <p>11 Paragraph D says --</p> <p>12 MR. KENNEDY: We're back on Bates 008.</p> <p>13 BY MR. SIMONS:</p> <p>14 Q Paragraph D says, "Teld and Eliades have</p> <p>15 made significant financial contributions to</p> <p>16 Eldorado, and Rogich is unable to pay his pro rata</p> <p>17 share pursuant to Section 3.1 of the Eldorado</p> <p>18 Hills, LLC, Operating Agreement."</p> <p>19 A Yes.</p> <p>20 Q Does this refresh your recollection that</p> <p>21 Mr. Rogich was unable to pay his pro rata share</p> <p>22 into Eldorado Hills?</p> <p>23 MR. LIONEL: I'm going to object to the</p> <p>24 question. You can ask if it refreshes his</p> <p>25 recollection --</p>	<p style="text-align: right;">Page 51</p> <p>1 THE WITNESS: Correct.</p> <p>2 MR. LIONEL: -- and not say what you</p> <p>3 want the recollection to be.</p> <p>4 BY MR. SIMONS:</p> <p>5 Q Okay. So the answer was correct?</p> <p>6 A Yes.</p> <p>7 Q Had Mr. Rogich ever asserted to you that</p> <p>8 you had made unauthorized expenditures on behalf</p> <p>9 of Eldorado, LLC, that he didn't want to pay for?</p> <p>10 MR. LIONEL: Objection. Foundation.</p> <p>11 THE WITNESS: No.</p> <p>12 BY MR. SIMONS:</p> <p>13 Q Ever say that you, sir, had stolen money</p> <p>14 from Eldorado Hills, LLC?</p> <p>15 MR. LIONEL: Same objection.</p> <p>16 THE WITNESS: No, sir.</p> <p>17 BY MR. SIMONS:</p> <p>18 Q Ever say, "Mr. Eliades, as the managing</p> <p>19 member of Eldorado Hills, LLC, you did something</p> <p>20 improper"?</p> <p>21 A No, because I always discussed that with</p> <p>22 Melissa, Chris, or him when we do something, and</p> <p>23 he never objected.</p> <p>24 Q Okay. So any time that you were making</p> <p>25 major improvements or major expenditures, from</p>
<p style="text-align: right;">Page 52</p> <p>1 your understanding, you always relayed this</p> <p>2 information to Mr. Rogich to obtain his consent or</p> <p>3 approval?</p> <p>4 A Oh, most definitely.</p> <p>5 Q Do you know why the membership interest</p> <p>6 assignment agreement does not call out for the</p> <p>7 release of the \$2.2 million promissory note you</p> <p>8 had with Mr. Rogich on a different property?</p> <p>9 A I didn't -- I don't know. I do not</p> <p>10 know.</p> <p>11 Q Do you know who the lender was under</p> <p>12 that \$2,020,000 loan to the Rogich -- to</p> <p>13 Mr. Rogich was for that other property?</p> <p>14 MR. LIONEL: Objection. Foundation.</p> <p>15 THE WITNESS: It was me.</p> <p>16 BY MR. SIMONS:</p> <p>17 Q Was it you personally, or was it you</p> <p>18 through the trust? I'm just trying to find the</p> <p>19 exact entity, if you recall.</p> <p>20 A I don't recall, but it's easy to find.</p> <p>21 Q I'm sorry. I didn't catch that.</p> <p>22 A I said, I do not recall if it was</p> <p>23 personally I put up the money or through the --</p> <p>24 the company.</p> <p>25 Q Okay. But you definitely know you made</p>	<p style="text-align: right;">Page 53</p> <p>1 this loan?</p> <p>2 A Oh, yes.</p> <p>3 Q And you definitely know that it was</p> <p>4 secured by a first deed of trust on --</p> <p>5 MR. LIONEL: Objection to form, the use</p> <p>6 of "definitely."</p> <p>7 BY MR. SIMONS:</p> <p>8 Q Okay. And you definitely know that it</p> <p>9 was secured by a deed of trust?</p> <p>10 MR. LIONEL: Same objection.</p> <p>11 THE WITNESS: Yes.</p> <p>12 BY MR. SIMONS:</p> <p>13 Q And as part of this transaction, where</p> <p>14 you were reacquiring -- not reacquiring -- where</p> <p>15 you were acquiring the 40 percent interest in</p> <p>16 Eldorado Hills from the Rogich Trust, you also</p> <p>17 forgave this \$2,020,000 obligation?</p> <p>18 MR. LIONEL: I'm going to object.</p> <p>19 Foundation.</p> <p>20 THE WITNESS: Yes.</p> <p>21 BY MR. SIMONS:</p> <p>22 Q Okay. Can I have you look at</p> <p>23 Exhibit 44.</p> <p>24 Exhibit 44 is a check to you</p> <p>25 individually for \$682,000 from Mr. Rogich's Trust.</p>

<p style="text-align: right;">Page 54</p> <p>1 Do you see that?</p> <p>2 A Yes.</p> <p>3 Q And if you recall, Exhibit 40 was the</p> <p>4 check that you had sent to Mr. Rogich for the</p> <p>5 exact same amount; right?</p> <p>6 A Yes.</p> <p>7 Q So in August, you and Mr. Rogich</p> <p>8 exchanged checks for \$682,000 based upon the</p> <p>9 documents we have?</p> <p>10 A Yes.</p> <p>11 Q And in addition, as part of the</p> <p>12 40 percent acquisition of Mr. Rogich's trust, you</p> <p>13 had some documents that addressed the satisfaction</p> <p>14 of the \$2,020,000 loan with regard to a different</p> <p>15 property?</p> <p>16 MR. LIONEL: Objection. No foundation.</p> <p>17 THE WITNESS: I believe that that is the</p> <p>18 way it was.</p> <p>19 BY MR. SIMONS:</p> <p>20 Q Okay. Now, I'm going to have to look at</p> <p>21 51. Exhibit 51 is a membership interest</p> <p>22 assignment agreement, August 9, 2012, between the</p> <p>23 Eliades Survivor Trust; Sig Rogich, as the manager</p> <p>24 of the Blakely Island Holdings, LLC; and the</p> <p>25 Rogich Family Trust.</p>	<p style="text-align: right;">Page 55</p> <p>1 Do you remember this transaction? It</p> <p>2 talks about an assignment -- excuse me. It's a</p> <p>3 satisfaction of a note for -- here is what I'm</p> <p>4 going to do. I'm not going to read it to you.</p> <p>5 I'm just going to have you take a moment to read</p> <p>6 some of these terms to see if this refreshes your</p> <p>7 recollection.</p> <p>8 A I don't really understand all that it</p> <p>9 says here.</p> <p>10 Q Okay. This document identifies that</p> <p>11 there's going to be some transfers of various</p> <p>12 membership interests.</p> <p>13 Do you remember Blakely Island Holdings</p> <p>14 and the transfer of any membership interest in</p> <p>15 that entity?</p> <p>16 MR. KENNEDY: You're talking about</p> <p>17 Exhibit 51?</p> <p>18 MR. SIMONS: Correct.</p> <p>19 THE WITNESS: Blakely what?</p> <p>20 BY MR. SIMONS:</p> <p>21 Q Blakely Island Holdings.</p> <p>22 A Oh, that's in Washington, I think. I</p> <p>23 don't recall.</p> <p>24 Q Okay. What about Upshot Entertainment,</p> <p>25 LLC?</p>
<p style="text-align: right;">Page 56</p> <p>1 A What about it?</p> <p>2 Q Do you remember that there was some --</p> <p>3 as part of the buyout of the 40 percent interest,</p> <p>4 you and Mr. Rogich were resolving some of these</p> <p>5 other debts?</p> <p>6 A I do not recall that.</p> <p>7 Q If you look down at Paragraph E, it says</p> <p>8 the assigner -- which is the Eliades Survivor</p> <p>9 Trust -- is transferring it's 100 percent</p> <p>10 ownership interest in Imitations, with 66 percent</p> <p>11 going to the Rogich Family Trust and 34 percent</p> <p>12 going to Blakely Island Holdings, in exchange for</p> <p>13 the considerations set forth in this agreement.</p> <p>14 Do you see that?</p> <p>15 A Yes, I see it.</p> <p>16 Q All right. Do you remember what</p> <p>17 Imitations was?</p> <p>18 A No, I do not.</p> <p>19 Q Was Imitations -- if you see back up</p> <p>20 here, it says it owns --</p> <p>21 MR. LIONEL: Objection. He said he</p> <p>22 doesn't know what Imitations was.</p> <p>23 BY MR. SIMONS:</p> <p>24 Q Okay. Do you see Paragraph B?</p> <p>25 Imitations owned land in Clark County, Nevada,</p>	<p style="text-align: right;">Page 57</p> <p>1 with the parcel number.</p> <p>2 A Yes.</p> <p>3 Q Okay. Could Imitations have owned that</p> <p>4 parcel of property that was worth \$2 million?</p> <p>5 MR. LIONEL: Objection. Calls for</p> <p>6 speculation. Calls for a conclusion.</p> <p>7 THE WITNESS: I believe that was the --</p> <p>8 MR. LIONEL: Foundation.</p> <p>9 THE WITNESS: -- the name that comes to</p> <p>10 my mind.</p> <p>11 BY MR. SIMONS:</p> <p>12 Q Okay. So --</p> <p>13 A Yes.</p> <p>14 Q So --</p> <p>15 A As far as I can remember.</p> <p>16 Q That's what I'm trying to do. I'm</p> <p>17 trying to use this information to --</p> <p>18 A Yeah. Well, that could have been the</p> <p>19 property.</p> <p>20 Q So is it possible, as part of your</p> <p>21 recollection, that the \$2,020,000 loan</p> <p>22 relationship --</p> <p>23 MR. LIONEL: Well, I'm going to object</p> <p>24 to this.</p> <p>25 MR. SIMONS: Okay. Do you want a</p>

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1 question first?

2 MR. LIONEL: No, I'll -- you can ask

3 whether it refreshes him at all, but you -- you

4 tell him exactly what you want to be the

5 refreshment.

6 MR. SIMONS: Well, that's what you were

7 saying to Sig yesterday, so I just thought I would

8 try it out today.

9 BY MR. SIMONS:

10 Q Did you recall owning Imitations?

11 A Did I own Imitations?

12 Q Right.

13 A It's possible, but I -- I cannot tell

14 you for sure that I owned it or not.

15 Q Because all I've got to do -- just

16 looking at this document, it says you, the Eliades

17 Trust --

18 MR. LIONEL: Objection.

19 BY MR. SIMONS:

20 Q -- owned 100 percent.

21 Does that at all refresh your

22 recollection?

23 MR. LIONEL: Asked and answered.

24 THE WITNESS: Yes.

25

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1 BY MR. SIMONS:

2 Q -- for the purpose of satisfying and

3 forgiving that \$2,020,000 obligation?

4 MR. LIONEL: Objection. No foundation.

5 You're testifying.

6 THE WITNESS: Can you repeat that again,

7 please?

8 MR. SIMONS: Sure.

9 Go ahead and read that back, because I

10 don't know what I said.

11 (Whereupon, the record was read.)

12 THE WITNESS: I really don't understand

13 that -- that question.

14 BY MR. SIMONS:

15 Q Okay.

16 A Can you --

17 Q Can I rephrase it or get a better --

18 A -- rephrase it somehow so I can

19 understand it --

20 Q I don't know if I can do that.

21 A -- to give you my honest --

22 Q Okay. Is it fair today that you might

23 not have some specific recollection of your

24 involvement in Imitations, LLC?

25 MR. LIONEL: I'm going to object to the

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1 BY MR. SIMONS:

2 Q Okay.

3 A If it says that, then it's true.

4 Q Okay. So is it -- in order to -- is it

5 possible, the way you structured this forgiveness

6 of the \$2,020,000 debt owed on this property, is

7 you just assigned the Imitations membership

8 interest that held the promissory note to

9 Mr. Rogich?

10 MR. LIONEL: I'm going to object to the

11 form of the question.

12 MR. KENNEDY: I'll object to the form,

13 before you answer.

14 You asked is it possible?

15 MR. SIMONS: Yeah, it's a bad question.

16 Let me start it again.

17 MR. KENNEDY: It's easier to ask a

18 better one.

19 MR. SIMONS: Yeah, it totally is.

20 BY MR. SIMONS:

21 Q Was the purpose of the Imitation, LLC,

22 transfer to Mr. Rogich and his entities --

23 MR. LIONEL: Well, objection. No

24 foundation.

25

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1 form of the question.

2 THE WITNESS: Yes.

3 BY MR. SIMONS:

4 Q All right. Because I -- do you remember

5 that you -- because we had some -- we know the

6 documents said you were the 100 percent owner, but

7 you might not remember that today. Is that fair?

8 Because I'm trying to find out what you remember

9 about Imitations, LLC.

10 MR. LIONEL: He says he does not recall.

11 THE WITNESS: I recall that he put up

12 that property for me loaning him the \$2,020,000.

13 BY MR. SIMONS:

14 Q Okay.

15 A That's number one. At a later point, he

16 wanted to sell his 40 percent. I agreed to

17 forgive the 2,020,000, plus forfeit back to him

18 the land. And that's how I understand that it

19 took place.

20 Q You said --

21 A Give him -- give him the land back.

22 Q Okay. And in exchange, you would get

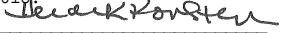
23 all of the ownership interest in Eldorado Hills,

24 LLC?

25 A Yes.

<p style="text-align: right;">Page 62</p> <p>1 Q Did you understand that before you 2 became involved in Eldorado Hills, LLC, Carlos 3 Huerta was the managing member of that entity? 4 A I did not know that he was the 5 management member, but I knew he was involved, 6 because they told me. Sig told me that he bought 7 him out. 8 Q Okay. Go back to Exhibit 22 quickly. 9 I'm going to have you flip to Exhibit A, which is 10 going to be page 634. 11 All right. As part of the transaction 12 whereby Teld bought some of the membership 13 interest in Eldorado Hills in 2008, this form of 14 resignation was an exhibit to that agreement. 15 Now, this form of resignation is signed 16 by Carlos Huerta individually and on behalf of 17 Eldorado -- individually and on behalf of Go 18 Global, resigning all of the positions he had with 19 regards to Eldorado Hills, LLC. 20 Do you see that? 21 A Yeah, that's what it says. 22 Q Okay. Does this refresh your 23 recollection at all that Mr. Huerta had the 24 managerial responsibility for Eldorado Hills 25 before you acquired your interest in it?</p>	<p style="text-align: right;">Page 63</p> <p>1 A I wasn't interested really what he was 2 doing. And for that reason, I don't think that -- 3 he was the manager or he was not. That's the way 4 I believe, because I don't -- I can't tell you 5 that he was or he was not. 6 Q Okay. So you really -- it's fair to say 7 you really don't know and, quite frankly, don't 8 really care what he did before you became involved 9 in Eldorado Hills? 10 A Well, I didn't want to put it in those 11 terms, but those are the terms, yes. 12 Q If you give me a few minutes, we might 13 be -- 14 A Take all of the time you need. I don't 15 want you to make any mistakes. 16 Q I very rarely make mistakes, unless I'm 17 talking to my wife. 18 (Whereupon, a recess was taken.) 19 BY MR. SIMONS: 20 Q All right. I'm showing you Exhibit 5, 21 the Eldorado Hills general ledger, and this 22 general ledger started after you became involved 23 in Eldorado Hills. Okay? 24 I want to ask you, who was responsible 25 for keeping the general ledger when you were the</p>
<p style="text-align: right;">Page 64</p> <p>1 managing member starting in about 2008? 2 A Well, it had to be Melissa, I believe. 3 Q Okay. 4 A Is that all you're asking me? 5 Q Yeah. Yes. 6 A Okay. 7 MR. SIMONS: I don't have any more 8 questions for you, sir. 9 MR. LIONEL: I have none. 10 THE WITNESS: Well, you did good. 11 MR. KENNEDY: And I have none. 12 The witness wants to review and sign, of 13 course. 14 (Discussion off the record.) 15 MR. SIMONS: Let's go back on the 16 record. A little housekeeping. 17 Gentlemen, during the prior depositions 18 of Ken Woolison, we duplicated Exhibits 52 and 53, 19 so we have two 52s and two 53s. I suggest that 20 the deposition exhibits we use for Ken Woolison we 21 make 52A and 53A. 22 MR. LIEBMAN: That's fine. 23 MR. SIMONS: Do you agree with that? 24 MR. LIEBMAN: Yeah. 25 MR. SIMONS: Sam, are you agreeable with</p>	<p style="text-align: right;">Page 65</p> <p>1 that? 2 MR. LIONEL: No objection. 3 MR. SIMONS: Okay. Can we make that 4 correction? 5 THE COURT REPORTER: Sure. 6 MR. SIMONS: Thank you. That's it. 7 (Whereupon, the deposition 8 concluded at 10:33 a.m.) 9 * * * * * 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

PETER ELIADES - 05/25/2018

Page 66	Page 67
1	CERTIFICATE OF COURT REPORTER
2	
3	STATE OF NEVADA)
4) ss:
5	COUNTY OF CLARK)
6	
7	I, Heidi K. Konsten, Certified Court Reporter
8	licensed by the State of Nevada, do hereby certify
9	that I reported the deposition of PETER ELIADES,
10	commencing on May 25, 2018, at 9:01 a.m.
11	Prior to being deposed, the witness was duly
12	sworn by me to testify to the truth. I thereafter
13	transcribed my said stenographic notes via
14	computer-aided transcription into written form,
15	and that the transcript is a complete, true and
16	accurate transcription and that a request was made
17	for a review of the transcript.
18	I further certify that I am not a relative,
19	employee or independent contractor of counsel or
20	any party involved in the proceeding, nor a person
21	financially interested in the proceeding, nor do I
22	have any other relationship that may reasonably
23	cause my impartiality to be questioned.
24	IN WITNESS WHEREOF, I have set my hand in my
25	office in the County of Clark, State of Nevada,
	this June 12, 2018.
	
	Heidi K. Konsten, RPR, CCR No. 845
1	DECLARATION OF DEPONENT
2	I, PETER ELIADES, deponent herein, do
3	hereby declare under penalty of perjury that I have
4	read the within and foregoing transcription of my
5	testimony taken on May 25, 2018, at Las Vegas,
6	Nevada, and that the same is a true record of the
7	testimony given by me at the time and place
8	hereinabove set forth, with the following
9	exceptions:
10	
11	ERRATA SHEET
12	PAGE LINE SHOULD READ: REASON FOR CHANGE:
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1	ERRATA SHEET
2	PAGE LINE SHOULD READ: REASON FOR CHANGE:
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23	Date: _____
24	PETER ELIADES
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EXHIBIT 2

EXHIBIT 2


CLERK OF THE COURT

1 **TRAN**

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DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA,

Plaintiffs,

vs.

ELDORADO HILLS LLC,

Defendants.

CASE NO. A686303

DEPT. NO. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, SEPTEMBER 11, 2014

RECORDER'S TRANSCRIPT OF PROCEEDINGS:

NOTICE OF HEARING

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR PARTIAL
SUMMARY JUDGMENT AND COUNTERMOTION FOR PARTIAL SUMMARY
JUDGMENT

APPEARANCES:

For the Plaintiffs:

For the Defendants:

BRANDON B. MCDONALD, ESQ.

SAMUEL S. LIONEL, ESQ.

RECORDED BY: TRACI RAWLINSON, COURT RECORDER

1 LAS VEGAS, NEVADA, THURSDAY, SEPTEMBER 11, 2014, 10:34 A.M.

2 * * * * *

3 THE COURT: Appearances please.

4 MR. MCDONALD: Good morning, Your Honor, Brandon McDonald on behalf
5 of the Plaintiffs.

6 THE COURT: Thank you.

7 MR. LIONEL: Good morning, Your Honor, Sam Lionel on behalf of the
8 Defendant Sig Rogich Trust.

9 THE COURT: Thank you Mr. Lionel; thank you Mr. McDonald. All right, this
10 is the Defendant Eldorado Hills LLC's motion for Partial Summary Judgment. We
11 have an opposition with a countermotion.

12 Please proceed, Mr. Lionel.

13 MR. LIONEL: Yes, Your Honor. I prefer to use the podium, Your Honor,
14 because it brings me closer to the Court and my hearing is not the very best.

15 THE COURT: You know I -- you guys I always feel like I'm screaming. I
16 have an extra mic up here. If I need to speak louder let me know.

17 MR. LIONEL: Yes, Your Honor. Your Honor, this is a motion of the
18 Rogich -- this is a matter between --

19 THE COURT: Eldorado Hills.

20 MR. LIONEL: Eldorado Hills and the Nanyah Vegas LLC. Those are the
21 only parties that are involved in this motion.

22 THE COURT: Right.

23 MR. LIONEL: We call it a motion for partial summary judgment because
24 there was actually a misjoinder here really and they only have one claim and it's
25 that one claim only. There are still three remaining claims which are the subject of

1 another motion that we have filed, Your Honor, but not yet submitted.

2 THE COURT: I went ahead and looked at that in the event that the issues
3 may bleed over and they do seem to be distinct -- the issues are distinct from this
4 motion to the other motion.

5 MR. LIONEL: I have trouble hearing the Court, Your Honor.

6 THE COURT: Sorry. I did look at the motion that's set for hearing on
7 September 25th and the issues are distinct from this to the other.

8 MR. LIONEL: Yes, Your Honor. Well this motion of course has nothing to do
9 with that other motion.

10 THE COURT: Right.

11 MR. LIONEL: Here we have a claim by Nanyah Vegas LLC against Eldorado
12 Hills for a million and a half, claiming unjust enrichment. Its complaint says that in
13 2006 -- 2007 it invested a million and a half in Eldorado but it never received that
14 interest and therefore Eldorado has been unjustly enriched and they are
15 suing -- and is suing for that amount. Now if -- they said they spent the money for
16 the investment, they didn't get it. Obviously there is some kind of a claim if you buy
17 something or pay for something and you don't get it. Those facts really spell out a
18 claim of some kind against someone else. And the issue you really have with
19 respect to the limitations issue is when did that claim accrue. The statute of
20 limitations is clear under 11.190(2) and also under 11.220, that it's a four-year
21 statute. 11.220 says if it is not any particular statute four years is the statute and
22 11.190(2) says that if there is an obligation which is not supported by a written
23 instrument, it's a four-year statute of limitations.

24 This suit was commenced on July 31, 1913¹⁹²³ -- 1923 [sic]. I was born
25 after 1913, Your Honor, but that's a 19 month interval, Your Honor. We go from the

1 end of 2007 when they said they paid the money until the filing of this complaint,
2 actually amended complaint here, is 19 months. It goes from 2007, 2008, 2009,
3 2010, '11, '12, until July 31 of 2013. So really the issue is whether or not the claim
4 accrued during that 19 month period. In *Soper versus Means* and the other cases
5 in the Court, the *Bank of Nevada versus Jamison Partnership* and other cases, the
6 claim accrues when you know of the facts which gives you the claim or you should
7 have known about it under the circumstances. And we say here that clearly within
8 that 19 month period Nanyah Vegas should have known it had a claim and it failed
9 to sue within that period of time and therefore the statute of limitations applies.

10 Now the manager of Nanyah Vegas, and there's only one manager
11 and there's an exhibit we filed which is Exhibit 1 to our reply which says that the
12 manager is Yoav Harlap and it shows his address in Israel; he is from Israel. Now
13 there is no affidavit here by Mr. Harlap, no declaration by Mr. Harlap, no document
14 indicating any communications he may have had or surely had with Mr. Huerta who
15 was a registered agent who apparently has been acting for him. As a matter of fact
16 Mr. Huerta has testified he was the steward of his money and that Mr. Harlap said
17 you are gonna manage my particular money.

18 Now Mr. Harlap is a sophisticated man. Mr. Huerta testified in his
19 deposition that he makes investments all around the world. Now here's a million
20 and a half invested in 2006 -- 2007 according to the complaint and he never got the
21 interest. Certainly he -- any reasonable man who invests a million and a half is
22 gonna find out what happened to the money. And he certainly should have known
23 what happened to that, certainly within the -- at least the -- within the 19 months
24 period, the window that I talked about between the time of the giving of the money
25 or what he thought was investing the money and the time that the complaint was

1 filed.

2 Not only that, in 2008, October 30th which is the date that the
3 agreement sued upon here in the -- on the other claims, there is an Exhibit A which
4 shows potential claimants and it says Nanyah Vegas through Canamex, a million
5 and a half whatever that may mean. But he certainly knew, must have known or
6 something or should have known at that particular point in time that he had a
7 complaint -- some kind of a case against someone because of the money he put in
8 and got nothing for it. And it's more than four years between the time that the
9 potential claimant exists and the time of the filing of the complaint. Therefore, Your
10 Honor, we say that the claim of Nanyah Vegas is barred by the statute of
11 limitations.

12 I would like to go on, Your Honor, to a second ground for why we
13 should be granted summary judgment. We filed a response -- we filed a motion
14 then they filed an opposition, we filed a reply and when they filed their opposition
15 they added a counterclaim saying they wanted -- the counterclaim was for a
16 million -- for the 1,500 [sic] which of course is what their original claim is; it's a
17 duplication. And they also wanted a dismissal of the counterclaim which we had
18 filed against Mr. Huerta. We took the position in that counterclaim that if for any
19 reason Eldorado -- it was a judgment against Eldorado -- that we had a right to that
20 money back for Mr. Huerta because he took the money. He's got the money. And I
21 will talk more about that in this argument.

22 This Tuesday we were served with an 11 page reply to -- let me put it
23 another way, our response to their countermotion was only 14 lines, contained no
24 argument. On Tuesday we were served with an 11 page reply to those 14 lines and
25 a five page supplement saying supplemental legal argument. And that -- I want to

1 talk about that series of documents we were served with. It relies on very recent
2 depositions we've taken approximately two weeks ago. We only got copies of
3 those on Monday. The deponents have not had an opportunity to look at it and see
4 whether it's correct, whether any changes should be made. It's not certified and I
5 think it's clear that that type of evidence is not valid with respect to motion for
6 summary judgment; it's not the admissible evidence.

7 THE COURT: And let me indicate to both of you that I rarely consider
8 countermotions because I'm concerned about the due process rights of the parties.
9 When a motion is filed and then a countermotion is filed it doesn't allow for a full
10 briefing so I rarely consider them.

11 MR. LIONEL: Not only that, the rule doesn't properly provide for any kind of
12 timing with respect to it. It deals with statute of limitations which was not in my
13 reply. It -- actually it talks about third party beneficiaries, something we didn't deal
14 with. It contains matters not related to the Nanyah claim and if Your Honor has
15 looked at it, a lot of things have nothing to do with this claim but a lot of the things
16 are just not true and has caused a problem. On page two, Your Honor, of their
17 reply, this newfound reply, they state and I'm reading page two line 14: Mr. Rogich
18 has failed to inform Mr. Huerta on August 21, 2014, the date of Mr. Rogich's
19 deposition, that he Mr. Rogich received a million dollars from his new partner
20 Eldorado in October 2008. It wasn't until Melissa Olivas, August 27, 2014
21 deposition that this information was divulged notwithstanding this profiteering, and it
22 goes on and on. We get to page 80, talks about this million dollars a number of
23 places and he says it wasn't until this litigation persisted that these hidden proceeds
24 surfaced. Now that has no right to be in there, Your Honor; has nothing to do with
25 anything; has nothing to do with any claim in this case; nothing to do with

1 anything -- the other summary judgment motion. And my client, Mr. Rogich, was
2 somewhat outraged by reading that and he -- and if I don't point this out to the
3 Court he's gonna be outraged at me. I have, Your Honor, a document. I prefer it
4 not to be marked but I'd like to give a copy to Your Honor.

5 THE COURT: Make sure that you provide a copy to Mr. McDonald. Thank
6 you.

7 MR. LIONEL: The contract sued upon here closed on August 30, 2008 and
8 this is one of the documents that was put into that escrow.

9 THE COURT: Is this related to the purchase agreement of the same date?

10 MR. LIONEL: Same date, yes, Your Honor.

11 THE COURT: Right.

12 MR. LIONEL: And it says pursuant to this written instruction the parties
13 hereto agree and direct escrow agent to release five million to the FDIC. The
14 additional one million dollars, the one that we finally divulged on August 27th, to be
15 delivered to the Rogich Trust pursuant to the membership purchase agreements;
16 shall be held in escrow by a Nevada titling company until the FDIC closes,
17 executes, and records all applicable documents. There are five signatures on here
18 and one of those is Mr. Carlos Huerta. He signed it. Now he knew about that
19 million dollars -- actually the million dollars came because of -- because Mr. Elidas
20 [phonetic] bought some stock from him as did Mr. Flangas and he chipped in
21 \$500,000 and there's a contract which shows that. And it just -- as I say, I don't
22 want this exhibit marked. I don't like to put it in the record but my client felt in view
23 of the fact that he was accused of this that I should show that to the Court.

24 Now, Your Honor, in my motion I said there were certain undisputed
25 material facts. I just want to refer to one at this moment and that is that there is no

1 evidence, no evidence that Nanyah ever invested anything in Eldorado. And I
2 prepared at that point in my footnote which I added to my motion I said that
3 Eldorado believes based on Huerta's deposition testimony Nanyah will argue that
4 somehow Harlap's 1.5 million paid for Nanyah investment in Eldorado. The
5 additional facts show clearly that Huerta, Harlap's steward, appropriated for himself
6 almost 95% of it as a consulting fee thus the Harlap money was not available to
7 purchase an Eldorado interest or confer a benefit on Eldorado nor could Eldorado
8 accept or retain any such benefit. If there is -- Nanyah Vegas never invested
9 anything in Eldorado.

10 We must get summary judgment because they have no claim for
11 anything and we have shown by the testimony of Mr. Huerta which he gave in the
12 deposition that there was a million and a half that was wired by Mr. Harlap to a
13 Canamex account in the Nevada State Bank to the attention of someone. And
14 Mr. Huerta testified yes I instructed Mr. Harlap to send the \$1,500,000 to the
15 Canamex account attention of this particular woman. Canamex was a company
16 that had been formed a few days before this bank account had been opened, three
17 days before by Mr. Huerta. The \$1,500,000 went into that account. The money
18 came in on December 6, 2007. The very next day it was deposited in Eldorado
19 account. A couple of days later \$1,450,000, Mr. Huerta had transferred from that
20 Eldorado account to a money market account. And days later \$1,420,000 was
21 taken out of the money market account payable to Go Global which is Mr. Huerta's
22 100% owned company. So within a period of eight days Mr. Harlap's million and a
23 half which he sent to Canamex not Nanyah Vegas was taken by Mr. Huerta and
24 Mr. Huerta's company. And in this transaction there is nothing in there which deals
25 with Nanyah Vegas. Mr. Huerta had control of that money all the time, he put it in

1 Eldorado, put it in the money account, took out \$1,420,000, 95% of that. Now that's
2 the basis for my undisputed material fact that there is no evidence, no evidence that
3 Nanyah invested any money in Eldorado and therefore there should be summary
4 judgment granted with respect to Eldorado's claim -- with respect to Nanyah Vegas'
5 claim against Eldorado.

6 THE COURT: Thank you.

7 Mr. McDonald.

8 MR. MCDONALD: Since he used the podium I guess I'll use it too.

9 THE COURT: Certainly.

10 MR. MCDONALD: I believe it's necessary to clarify quite a few of the
11 representations made by opposing counsel in this matter because he's trying to
12 present to the Court a very insular view of very few of the facts in this case. This
13 was a situation where my client and Mr. Rogich invested into a company that held a
14 parcel of land, 160 acres out near Boulder City.

15 THE COURT: Isn't it 161 acres?

16 MR. MCDONALD: Yeah 161 acres is what it was. They have had several
17 successful business dealings previous [sic] and they purchased this land with the
18 intent to flip it. They had several buyers who were going to buy it for millions of
19 dollars more than it was worth; came upon a time when those deals fell through
20 because the market had collapsed and the company was in trouble. My client
21 Mr. Huerta was contributing towards the company by paying on a loan debt that
22 was owed on the property and he was contributing more than Mr. Rogich was. At
23 one point he had approximately 4.2 million dollars into the property and in our
24 opposition we provided a breakdown of the funds that were provided by the parties.
25 Mr. Huerta had 4.2 million dollars invested. He couldn't continue to contribute to

1 the company without going bankrupt himself so they went out and started looking
2 for investors.

3 Mr. Huerta approached Nanyah Vegas and Nanyah Vegas decided
4 we'll contribute 1.5 million dollars towards the company. The money -- it's not
5 disputed that the money went into Canamex Nevada and I'll tell you -- I'll explain
6 what Canamex Nevada is just in case there's any confusion. Canamex Nevada
7 was intended to be an entity that would market several parcels of land that were to
8 be joined together including this 161 acre parcel. So there were several parcels
9 that were gonna come together and they were gonna be marketed as Canamex
10 Nevada. So this Canamex Nevada entity that is referred to is actually a part of this
11 Eldorado Hills investment. So the money goes into Canamex Nevada but the deals
12 are falling through so the money is transferred into Eldorado Hills. Now the money
13 was eventually transferred -- a portion of it was transferred to Mr. Huerta or Go
14 Global but that went to reduce his advance payments in the company from 4.2
15 million to approximately 2.7 or somewhere around that number. That's the number
16 that you see in the purchase agreement from October of 2008. So --

17 THE COURT: I have it here if I need to refer to it.

18 MR. MCDONALD: So the representations that Eldorado Hills didn't receive
19 any benefit from that 1.5 million are completely disingenuous because if that money
20 hadn't gone to Mr. Huerta then the purchase agreement would have been for 4.2
21 million dollars instead of 2.7. So this is a -- this is an expense that was being paid
22 back by Eldorado Hills.

23 THE COURT: Well but what about the statute of limitations argument?

24 MR. MCDONALD: Okay yeah I was gonna get to the statute of limitations.

25 THE COURT: That's really the critical issue here.

1 MR. MCDONALD: Right.

2 THE COURT: Why did your client wait so late and --

3 MR. MCDONALD: Well -- so there was -- in 2008 the purchase agreements
4 were stricken -- were executed between the parties and it was agreed that
5 Mr. Huerta would assist Mr. Rogich in trying to resolve --

6 THE COURT: And how do I know that? Did you provide his affidavit?

7 MR. MCDONALD: It's stated -- yeah, Mr. Huerta has an affidavit -- a
8 declaration that's attached in the opposition.

9 THE COURT: All right.

10 MR. MCDONALD: And the purchase agreements --

11 THE COURT: Let me pull it up so I can follow it.

12 MR. MCDONALD: Okay. The purchase agreements themselves actually
13 state that Mr. Huerta or Go Global would work in order to resolve the claims from
14 the investors. Several of the investors were paid back. If you look at the claimants
15 in the purchase agreement there's Eddyline Investments, there's the Ray Family
16 Trust, Nanyah Vegas, Antonio Nevada, and then there's two that have been left off.
17 Out of those the only ones that -- the only one that wasn't paid back was Nanyah
18 Vegas. And so representations were made that these entities would be paid back.
19 The membership purchase agreement contemplates that instead of Nanyah Vegas
20 receiving an interest in the company that it would be essentially converted into a
21 debt that would be paid back. So October 2008, representations are being made
22 that yes there will be efforts to pay back these entities.

23 Now time goes by and the real estate market is eventually coming back
24 and no -- at no point in time did Mr. Rogich or anybody on behalf of Eldorado Hills
25 inform my clients that they wouldn't be paid back their investments. There was

1 nothing to indicate to my clients that they weren't gonna be paid back until fall of
2 2012 when Mr. Rogich called Mr. Huerta and let him know look I'm letting go of my
3 investment in Eldorado Hills and the representations up until recently have been
4 that he's letting it go for essentially nothing; he's getting nothing out of his interest.
5 We now know that that's not correct. He actually did receive a piece of property
6 and approximately \$680,000 out of the deal but it wasn't until that point --

7 THE COURT: But this -- I'm talking about now, unjust enrichment as against
8 Eldorado only.

9 MR. MCDONALD: Right. So --

10 THE COURT: Not other claims.

11 MR. MCDONALD: So it wasn't until fall of 2012 that Nanyah Vegas learned
12 that they weren't going to be paid back their 1.5 million dollars. So fall of 2012
13 would be the date that the --

14 THE COURT: And this is my next question and I'm sorry if I'm interrupting
15 you too much but the complaint talks about a capital investment and then this
16 affidavit talks about a loan. What was it?

17 MR. MCDONALD: Well it was initially intended to be a capital investment but
18 then once it was --

19 THE COURT: What does that mean? Was it -- there was no promissory
20 note and there's no issuance of stock and there's no writing, no -- nothing to
21 document what that was. And then you give me inconsistent factual basis and you
22 ask me to make conclusions.

23 MR. MCDONALD: Well the way that these entities did business, Your Honor,
24 was not -- it wasn't by the book is what I'm trying to say. There were several
25 investors including -- we've provided purchase agreements for Craig Dunlap and

1 Eric Reitz who are also investors who contributed funds but they eventually got their
2 money back out of the deal because it was agreed that they'd be paid back. The
3 same thing was the case for Nanyah Vegas. They contributed 1.5 million dollars to
4 the company. The company retained the benefit of that 1.5 million dollars and
5 never returned that benefit to Nanyah Vegas. So it wasn't until fall of 2012 that
6 Nanyah Vegas learned we're not getting paid back and then in July of 2013, within
7 less than a year of learning that they were damaged, they went and filed their
8 complaint against opposing counsel. Now according to the -- not against opposing
9 counsel, against the opposing party.

10 Now according to the case law that we provided to the Court there is
11 the Discovery of Damage Rule which shows that the statute of limitations begins to
12 occur at the point when the damage was ascertained. At this point our client had
13 no representations from Mr. Rogich or anybody from Eldorado Hills that they
14 weren't gonna get paid back. In fall of 2012 they got that representation and then
15 they filed within July of 2013. This isn't a case where they sat upon their rights and
16 just sat around and waited for nothing. This is a case where they thought we're
17 gonna get paid back because all the other people have been paid back and now it's
18 fall of 2012, we're being told --

19 THE COURT: Right but that's a breach of contract argument. That's not an
20 unjust enrichment argument. That's my concern.

21 MR. MCDONALD: Well, Your Honor, I believe that the same principles apply
22 in this case where they contributed the 1.5 million dollars to the company and there
23 were representations made that they would be paid back eventually and they
24 weren't informed that they weren't gonna be paid back until fall of 2012. So as far
25 as the statute of limitations is concerned, the discovery of damages wasn't until fall

1 of 2012. Even under an unjust enrichment claim the statute wouldn't accrue until
2 well after July 2013 when we filed. So we're asking the Court to deny their motion
3 for summary judgment on the statute of limitations based on the fact that the
4 damage was discovered in fall of 2012. The complaint was filed July of 2013 and
5 therefore it was filed within the period of time necessary. Now we do have
6 countermotions for summary judgment and the Court has indicated that --

7 THE COURT: You know I'm really -- I don't want to cut you off from making
8 your record but I'm really not inclined to deal with a dispositive request for relief
9 when there's not due process to both sides. If you believe you have a cause of
10 action then file your motion and give them the chance to fully brief it; give me the
11 chance to fully digest the facts and determine the law. But -- and it's not to cut you
12 off.

13 MR. MCDONALD: No.

14 THE COURT: But I'm not inclined.

15 MR. MCDONALD: Understood, Your Honor.

16 THE COURT: Thank you. Mr. McDonald, is there anything further?

17 MR. MCDONALD: Let me just check my notes and make sure that I've
18 addressed everything. I believe that's it, Your Honor.

19 THE COURT: Thank you.

20 MR. MCDONALD: Thank you.

21 THE COURT: And the reply please.

22 MR. LIONEL: I'll be very brief, Your Honor. There's no evidence here about
23 these numbers and Mr. Huerta put certain money in the company and so forth and
24 so on. The fact remains he took the money out. There was no money for Nanyah
25 and there is no record of any kind which shows that any money from Nanyah was

1 put into Eldorado; even the money that went in was Canamex money. The money
2 came from Mr. Harlap to Canamex as instructed by Mr. Huerta. When counsel
3 says that certain people -- potential claimants got paid, they didn't get paid by
4 Eldorado. Eldorado was not part of that contract that's the purchase agreement
5 here. It's not a party, Your Honor. And when counsel says well they were not
6 notified until 2012 that they weren't gonna get paid, if somebody owes me money
7 and they say they're gonna pay me but they don't pay me for a while, there's no
8 tolling. The statute of limitations is running and those potential claimants which
9 clearly counsel -- Mr. Harlap must have known about was more than four years
10 prior to the time this action was commenced. Your Honor, we submit that summary
11 judgment should be -- partial summary judgment should be granted to Eldorado
12 with respect to Eldorado Claims.

13 THE COURT: All right, this is the Defendant Eldorado Hills' motion for partial
14 summary judgment. It relates only to request for dismissal of Nanyah LLC on the
15 fourth cause of action for unjust enrichment. There was an opposition filed which I
16 reviewed and the countermotion which I've declined to hear today. So the
17 countermotion will be denied without prejudice to start but I am going to grant the
18 motion for partial summary judgment for the following reasons: first of all both the
19 complaint and the amended complaint in paragraph 45 state Nanyah's grounds for
20 relief as against Eldorado as being based upon a capital investment but the
21 evidence is that there was no investment by Nanyah directly into Eldorado. A lack
22 of contractual privity precludes any relief under the unjust enrichment cause of
23 action but additionally the statute of limitations would preclude the cause of action
24 by this Plaintiff as against this Defendant -- this particular cause of action and the
25 fourth cause of action simply because it's the -- I don't need to determine any

1 questions of fact to determine the statute of limitations. The cause of action if any
2 would have risen at the time of the investment and there's no analysis needed to
3 determine when the cause of action arose in this case simply because there's no
4 contractual privity. So for those reasons the motion will be granted; Mr. Lionel to
5 prepare the order.

6 Mr. McDonald, do you wish to sign off on that?

7 MR. MCDONALD: Yes, Your Honor.

8 MR. LIONEL: I will prepare it, Your Honor.

9 THE COURT: All right. Any questions gentlemen?

10 MR. LIONEL: No, Your Honor.

11 THE COURT: Very good. I guess I'll see you September 25th.

12 MR. LIONEL: Yes, Your Honor.

13 THE COURT: Thank you both.

14 MR. LIONEL: We'll be there.

15 PROCEEDING CONCLUDED AT 11:05 A.M.

16 * * * * *

17
18
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-
20 video recording of this proceeding in the above-entitled case.

21

22

23

24

25

Traci Rawlinson
TRACI RAWLINSON
Court Recorder/Transcriber



1 **ORDR**

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

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

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family
2 Irrevocable Trust and Imitations, LLC ("Rogich") having filed a Motion for Reconsideration on
3 June 5, 2018 of the Court's Order Partially Granting Summary Judgment filed May 26, 2018
4 ("Prior Order") to which the Eliades Defendants joined on June 14, 2018 and Plaintiff Nanyah
5 Vegas LLC ("Nanyah") filed an Opposition on June 25, 2018 and Rogich filed a reply on July 2,
6 2018 and based on the papers and pleadings on file, there being no hearing, the Court finds as
7 follows:

8 **FINDINGS**

- 9 1. E.D.C.R. 2.24(b) allows reconsideration of a prior decision only if the moving
10 party introduces substantially different evidence or the decision is clearly erroneous.
11 2. The Rogich Motion for Reconsideration does not support a ruling contrary to the
12 Court's Prior Order.

13 **CONCLUSION**

- 14 1. The Rogich Motion for Reconsideration is denied.

15 Dated this 9 day of July, 2018.

16
17 Nancy ALC
DISTRICT COURT JUDGE

18 AC

18 Respectfully submitted by:
19 FENNEMORE CRAIG, P.C.

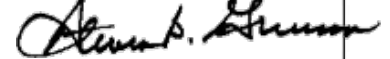
20 Samuel S. Lionel
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23 Attorneys for Sigmund Rogich, Individually and as Trustee of
24 The Rogich Family Irrevocable Trust and Imitations, LLC

25 //

26 //

27 //



1 **ORDR**

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

4 **FENNEMORE CRAIG, P.C.**

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10 *Attorneys for Defendants*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

18 Plaintiffs,

19 v.

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

25 Defendants.

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

28 Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**NOTICE OF ENTRY OF ORDER
DENYING MOTION FOR
RECONSIDERATION**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Please take notice that the above-entitled Court entered the attached **ORDER DENYING**
2 **MOTION FOR RECONSIDERATION** on the 24th day of July, 2018. A copy is attached
3 hereto as Exhibit A.

4 DATED this 26th day of July, 2018.

5 FENNEMORE CRAIG, P.C.

6
7 By: /s/ Samuel S. Lionel

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9 Brenoch Wirthlin, Esq. (Bar No. 10282)

10 300 South Fourth Street, Suite 1400

11 Las Vegas, Nevada 89101

12 *Attorneys for Defendants*
13
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28

CERTIFICATE OF SERVICE

I certify that I am an employee of Fennemore Craig, P.C., and that on this date, the foregoing **NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 26TH day of July, 2018 as follows:

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Attorney for Plaintiff Nanyah Vegas, LLC

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☐ Via U.S. Mail (Not registered with
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*Attorney for Plaintiffs Carlos Huerta
and Go Global, LL*

☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)

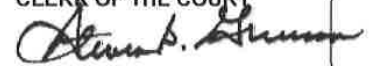
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*Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC*

☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)



An employee of Fennemore Craig, P.C.

EXHIBIT A



1 **ORDR**

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3 Brenoch Wirthlin, Esq. (Bar No. 10282)
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9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

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

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

20 Plaintiffs,

21 v.

22 SIG ROGICH aka SIGMUND ROGICH as
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28 NANYAH VEGAS, LLC, a Nevada limited
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and as Trustee of The Rogich Family
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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 FOR
RECONSIDERATION**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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8 **FINDINGS**

- 9 1. E.D.C.R. 2.24(b) allows reconsideration of a prior decision only if the moving
10 party introduces substantially different evidence or the decision is clearly erroneous.
11 2. The Rogich Motion for Reconsideration does not support a ruling contrary to the
12 Court's Prior Order.

13 **CONCLUSION**

- 14 1. The Rogich Motion for Reconsideration is denied.

15 Dated this 9 day of July, 2018.

16
17 Nancy ALC
DISTRICT COURT JUDGE

18 AC

18 **Respectfully submitted by:**
19 **FENNEMORE CRAIG, P.C.**

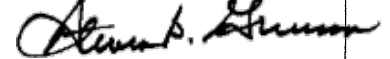
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28 //

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ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, 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 vs.

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,

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

**ORDER DENYING NANYAH VEGAS,
LLC'S MOTION FOR
RECONSIDERATION**

CONSOLIDATED WITH:

Case No. A-16-746239-C

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
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ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION

THIS MATTER came before the Court, in chambers, on July 10, 2018 on Nanyah Vegas, LLC's Motion for Reconsideration (the "Motion"). The Court, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

The Court may only reconsider a previous decision if the moving party introduces substantially different evidence or the decision is clearly erroneous. This Court previously entered summary judgment dismissing Nanyah's fifth claim for relief (fraudulent transfer) and seventh claim for relief (constructive trust). The internal accounting ledger submitted by Nanyah with its Motion does not support a ruling contrary to the Court's previous decision. It is ORDERED that the Motion is denied.

DATED this 8 day of Aug., 2018.

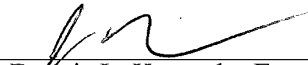
Nancy ZALE
DISTRICT COURT JUDGE

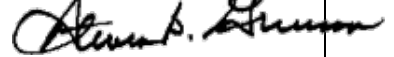
Submitted by:

AC

BAILEY ♦ KENNEDY

By


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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

**NOTICE OF ENTRY OF ORDER
DENYING NANYAH VEGAS, LLC'S
MOTION FOR RECONSIDERATION**

CONSOLIDATED WITH:

Case No. A-16-746239-C

**NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S
MOTION FOR RECONSIDERATION**

PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion for Reconsideration was entered in the above-captioned action on August 10, 2018, a true and correct copy of which is attached hereto.

DATED this 13th day of August, 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 13th day of August, 2018, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, 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:

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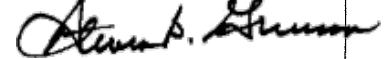
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/s/ Sharon L. Murnane
Employee of BAILEY ♦ KENNEDY



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ELIADES SURVIVOR TRUST OF 10/30/08,

TELD, LLC and ELDORADO HILLS, LLC

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

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13 CARLOS A. HUERTA as Trustee of THE
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24 TELD, LLC, a Nevada limited liability
25 company; PETER ELIADES, individually and
26 as Trustee of The Eliades Survivor Trust of
27 10/30/08; SIGMUND ROGICH, individually
28 and as Trustee of The Rogich Family
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Defendants.

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

**ORDER DENYING NANYAH VEGAS,
LLC'S MOTION FOR
RECONSIDERATION**

CONSOLIDATED WITH:

Case No. A-16-746239-C

ORDER DENYING NANYAH VEGAS, LLC'S MOTION FOR RECONSIDERATION

THIS MATTER came before the Court, in chambers, on July 10, 2018 on Nanyah Vegas, LLC's Motion for Reconsideration (the "Motion"). The Court, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

The Court may only reconsider a previous decision if the moving party introduces substantially different evidence or the decision is clearly erroneous. This Court previously entered summary judgment dismissing Nanyah's fifth claim for relief (fraudulent transfer) and seventh claim for relief (constructive trust). The internal accounting ledger submitted by Nanyah with its Motion does not support a ruling contrary to the Court's previous decision. It is ORDERED that the Motion is denied.

DATED this 8 day of Aug., 2018.

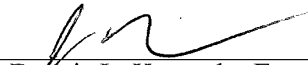
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DISTRICT COURT JUDGE

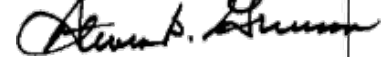
Submitted by:

AT

BAILEY ♦ KENNEDY

By


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Attorneys for Judgment Creditor Peter Eliades



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Attorneys for Defendants

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
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corporation; NANYAH VEGAS, LLC, A
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SIG ROGICH aka SIGMUND ROGICH as
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NANYAH VEGAS, LLC, a Nevada limited
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and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

MOTION FOR REHEARING

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **MOTION FOR REHEARING¹**

2 Defendants, Sigmund Rogich, Individually and as Trustee of the Rogich Family
3 Irrevocable Trust, and Imitations, LLC, (collectively "Rogich Defendants"), pursuant to E.D.C.R.
4 2.24, move the Court for leave to rehear matters embraced in their prior Motion for Summary
5 Judgment and Motion for Reconsideration on the ground that summary judgment dismissing
6 Nanyah Vegas, LLC's ("Nanyah") 6 remaining claims should be granted.

7 Dated this 17 day of August, 2018.

8 **FENNEMORE CRAIG, P.C.**

9 By: 

10 Samuel S. Lionel, Esq. (NV Bar No. 1766)

11 Brenoch Wirthlin, Esq. (Bar No. 10282)

12 300 South Fourth Street, Suite 1400

13 Las Vegas, Nevada 89101

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

15 **NOTICE OF MOTION**

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

17 **TO: THEIR ATTORNEYS**

18 Please take notice that the undersigned will bring the above **MOTION FOR**
19 **REHEARING** on for hearing before this Court at 20 on Sept., 2018 at 9:30
20 a.m. or as soon as counsel can be heard.

21 DATED this 17 day of August, 2018.

22 **FENNEMORE CRAIG, P.C.**

23 By: 

24 Samuel S. Lionel, Esq. (NV Bar No. 1766)

25 Brenoch Wirthlin, Esq. (Bar No. 10282)

26 300 South Fourth Street, Suite 1400

27 Las Vegas, Nevada 89101

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

¹ A motion for rehearing is not uncommon. Shephardizing E.D.C.R. 2.24(a) produces 500 Nevada motions, briefs and trial court orders by the end of 2015.

1 **FACTS**

2 The record in this action demonstrates the following admissible material facts:

3 1. The accrual date of Nanyah's remaining six claims is 2008.

4 2. This action commenced on November 4, 2016, more than six years after Nanyah's
5 claims accrued.

6 3. Nanyah's remaining claims have applicable statutes of limitations not exceeding
7 six years from their accrual.

8 4. Nanyah has not set forth a single specific fact disputing the 2008 accrual date of its
9 remaining claims.

10 The Rogich Defendants will hereinafter demonstrate the record shows the 2008 accrual
11 date for Nanyah's claims. The Rogich Defendants are confident that Nanyah cannot show there
12 is a single admissible fact in the record disputing the 2008 accrual date. Nanyah will have an
13 opportunity in its Opposition to show the Rogich Defendants' confidence is not warranted.

14 Assuming the foregoing 4 Facts are correct the Court should award summary judgment to
15 the Rogich Defendants dismissing Nanyah's remaining claims as a matter of law. NRCP 56(c);
16 Wood v. Safeway, Inc., 121 Nev. 724, 732, 121 P. 3d 1026, 1031 (2005); Stockmeier v. State Bd.
17 of Parole Com'rs, 127 Nev. 243, 247, 255 P. 3d 209, 212 (2011); Witherow v. State Bd. of Parole
18 Com'rs, 123 Nev. 305, 308, 167 P. 3d 408, 409 (2007); Bulbman v. Nevada Bell, 108 Nev. 105,
19 110, 825 P. 2d 588, 591 (1952).

20 The Court has not considered the Rogich Defendants' prior motions to determine if
21 summary judgment should or should not be awarded to them in the light of the four Facts. Their
22 Motion for Summary Judgment was denied because of a remand in a prior action which has no
23 relationship with this action. Attached as Exhibit 1 is the Recorder's Partial Transcript of
24 Hearing All Pending Motions (Ruling Only) with respect to the Court's denial of Summary
25 Judgment. The first paragraph of the Court's ruling on the Rogich Defendants' Motion for
26 Summary Judgment is as follows:

27 "Matter is submitted and the ruling is as follows: Given the fact that the
28 Supreme Court has already sent this back once on the statute of limitations
issue and has told me that there are issues of fact that needs – need to be

1 determined. And given the fact that a jury has been demanded, I'm going to
2 deny almost all of the Defendant's Motion for summary judgment, except
3 for two issues."² Exhibit 3 at 9-15.

4 Attached as Exhibit 3 is the Supreme Court Order referred to by the Court. That Order
5 has no relationship to the Rogich Defendants. This action was commenced on November 4, 2016,
6 9 months after the action considered in Exhibit 3. There is no unjust enrichment claim in this
7 action. The limitations issue in this action and the remanded action are entirely different. The
8 actions were consolidated only because of Nanyah's claim of a \$1.5 million investment in both
9 actions and consolidation appeared to be judicially economic. There is no merger of the actions.
10 Mikulich v. Carner, 68 Nev. 161, 169, 228 P. 2d 257, 261 (1951); Randall v. Salvation Army, 100
11 Nev. 466, 470, 686 P. 2d 241, 244. Even if the remand was in this action, it should not inhibit
12 awarding summary judgment.

13 Notwithstanding the Court's denial of summary judgment because of the Supreme Court
14 Order, it did, at the same time, grant summary judgment dismissing Nanyah's Fifth and Seventh
15 Claims for Fraudulent Conveyance and Constructive Trust on the ground that they had accrued
16 more than 4 years before this action was filed. Order Partially Granting Summary Judgment.
17 Exhibit 4. The Supreme Court Order did not preclude granting summary judgment dismissing
18 Nanyah's remaining claims on the ground they had not been filed within six years after they had
19 accrued in 2008. NRS 11.1901(a). The record then clearly showed the undisputed 2008 accrual.

20 On June 5, 2018 the Rogich Defendants filed a Motion for Reconsideration on the ground
21 that Nanyah has not demonstrated the existence of a genuine factual issue with respect to the
22 accrual date of Nanyah's remaining claims and therefore the Rogich Defendants were entitled to
23 summary judgment as a matter of law. The Court's Order Partially Granting Summary Judgment
24 did not rule on or otherwise mention accrual in connection with its denial of summary judgment
25 with respect to Nanyah's remaining 6 claims. Neither did the Court's Order denying the Motion
26 for Reconsideration. That Order states that the motion "does not support a ruling contrary to the
27 Court's Prior Order." Exhibit 5.

28 NRCP 56(b) provides that the party against whom a claim is asserted may file a motion

² The Court dismissed Nanyah's Fifth and Seventh claims on statute of limitations grounds. See Exhibit 1.

1 for summary judgment which the Rogich Defendants did. The accrual date of Nanyah's claims
2 was the crucial factual issue of the motion as it was in the Motion for Reconsideration and as it is
3 in this motion. The Court has not substantively ruled on the merits of the motion other than with
4 respect to the Fifth and Seventh Claims, nor has the Court ascertained what accrual material facts
5 "exist without substantial controversy and what material facts are actually and in good faith
6 controverted" as provided for in NRCP 56(d). If the Court does not determine the factual issue
7 of accrual and grant or deny summary judgment on the remaining claims based on the ground that
8 the accrual date is or is not 2008, the Rogich Defendants will have been effectively denied their
9 right under NRCP 56(b) to file for summary judgment.

10 **THE ACCRUAL DATE ON NANYAH'S REMAINING CLAIMS IS 2008**

11 As Harlap's testimony is relied upon by the Rogich Defendants in connection with
12 Nevada accrual cases, 2 extracts of Harlap testimony follows:

13 BY MR. LIONEL:

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

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

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

17 MR. SIMONS: You're mischaracterizing.

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

19 Exhibit 6.

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 6.

Nevada accrual cases fully support the Rogich Defendants' evidence that the accrual date

1 of Nanyah's remaining claims is 2008. In MacIntosh v. California Fed. Sav., 113 Nev. 393,
2 403,4, 935 P. 2d 1154, 1161 (1997) the accrual date in a basement flooding case against the seller
3 of a house was a prior spring when the plaintiff was told by a former occupant that there had been
4 serious flooding during this occupancy. The Court held that the statute of limitations on the
5 MacIntosh action accrued in the spring of 1988 when MacIntosh was "put on notice" of the
6 severity of the flooding problem. Here, Harlap was not only put on notice in 2008 that Huerta's
7 Eldorado interest was sold, Harlap's claimed interest was secured and the buyer committed to pay
8 him or register his rights and he had a copy of the Purchase Agreement. Manifestly, the 2008
9 accrual date of Nanyah's remaining claims is supported by the MacIntosh case.

10 In Winn v. Sunrise Hospital & Medical Center, 128 Nev. 246, 253, 277 P. 3d 458, 463
11 (2012) the accrual date of a medical malpractice action was when plaintiff and his attorney had
12 access to medical records which showed facts "which would have led an ordinarily prudent
13 person to investigate further into whether Sedona's injury may have been caused by someone's
14 negligence." The Court held, as a matter of law, the evidence irrefutably demonstrates that Winn
15 was put on inquiry notice of his potential claim no later than the date of access of the medical
16 records.

17 Here, Harlap's testimony that "in 2007, there was a paper that was showing that I had this
18 claim...and there was a mentioning of my investment in Eldorado Hills, which will result in my
19 potential claim of \$1.5 million" is considerably stronger than access to medical records which
20 would have led an ordinarily prudent person to investigate further into whether a child's injury
21 may have been caused by someone's negligence. Harlap's testimony is that in 2008 there was a
22 document which showed his Eldorado investment and claims, whereas Winn involved further
23 investigation to determine if there may be a claim.³ Clearly, Harlap's 2008 accrual date is
24 supported by both Winn and MacIntosh.

25 NANYAH IS A POTENTIAL CLAIMANT

26 Mr. Harlap testified that the Purchase Agreement referred to Nanyah as a Potential
27 Claimant.

28 ³ Harlap's paper was the Purchase Agreement, Exhibit 2.

1 “A. My interest in Eldorado Hills, as also mentioned in Exhibit 2, perhaps in other
2 papers as well, sees me as a Potential Claimant the way it is referred to in that paper, specified
3 paper.” Exhibit 7.

4 “A. I can explain it as Exhibit 2. Exhibit 2 says that I am a Potential Claimant.”
5 Exhibit 7.

6 Because of Nanyah’s knowledge of Exhibit 2, the Purchase Agreement, and being a
7 Potential Claimant, he had facts as of 2008 that would have led an ordinarily prudent person to
8 investigate the matter. Nanyah had inquiry notice which is also the accrual date. Winn v. Sunrise
9 Hospital & Medical Center, *Id.* at 128 Nev. 253.

10 In its Opposition to the Rogich Defendants summary judgment and reconsideration
11 motions, Nanyah did not offer any evidence disputing the 2008 accrual date of Nanyah’s
12 remaining claims. The Rogich Defendants do not anticipate Nanyah’s Opposition here will do
13 so. The 2008 accrual date is based on Harlap’s deposition which concerns Harlap’s testimony
14 about 2008 and the Purchase Agreement and Nanyah’s claim under it. There should be no
15 witness demeanor, personal knowledge or credibility issues with that evidence. It is submitted
16 that Nanyah’s remaining claims accrued in 2008. All of Nanyah’s claims are founded on rights
17 alleged to be contained in the Purchase Agreement which is effective October 30, 2008. The
18 accrual date of Nanyah’s claimed Potential Claimant rights under the Purchase Agreement is
19 undisputedly 2008⁴.

20 Nanyah alleges in the remaining claims that the Purchase Agreement, the two
21 Membership Agreements and the Amended and Restated Operating Agreement specifically
22 identified Nanyah as a third party beneficiary of each Agreement. Complaint, Paragraphs 88, 94,
23 101, 120, 131 and 136. What rights Nanyah has, if any, arise from the Agreements. The Teld
24 and Flangas Agreements and the Amended and Restated Operating Agreement cross reference
25 each other and are effective October 30, 2008. See Exhibit 2 at Paragraph 4 and Exhibit 7 at
26 Paragraph 6.⁵ Nanyah represented and warranted familiarity with the concurrent Teld and

27 ⁴ If 2008 is not the accrual date, there is no accrual date and no statute of limitations has yet begun to run.

28 ⁵ At his deposition, Harlap was asked about the Teld and Flangas Agreements. He responded: “Personally, I have
no dealings with it beyond the fact that they, to my understanding, purchased some rights in Eldorado Hills to which I

1 Flangas Agreements. Exhibit 2 and 4. The Teld and Flangas Agreements are substantially
2 similar and acknowledge each other. Exhibit 4 at 3G and Exhibit 5 at 3G.

3 It is obvious that the parties to the Purchase Agreement (Exhibit 2) and the Teld and
4 Flangas Agreements (Exhibits 8 and 9) agreed to the transactions provided for in the Agreements.
5 The Agreements included consideration of the list of potential claimant rights of Nanyah under
6 the Purchase Agreement and the Teld and Flangas Agreements, each of which contained identical
7 lists, which become effective at the same time – October 30, 2008. Nanyah’s third party claims
8 also accrued in October, 2008. “The cause of action in a third-party contract accrues at the time
9 of execution of the contract...A third-party beneficiary is as much subject to the statute of
10 limitations as the promisee of the contract.” Skylawn v. Superior Court, 88 Cal.App. 3d 316, 318
11 (1979); “A third-party beneficiary is subject to the same limitations period as the promisee to the
12 contract that created the rights of the beneficiary.” Perez-Encinas v. Amerus Life Ins. Co., 468
13 F. Supp. 2d 1127, 1134 (2006). Thus, what Potential Claimant rights Nanyah had under the
14 Purchase Agreement accrued when the Agreement became effective. Undoubtedly, the parties
15 must have so intended.⁶

16 **NANYAH’S FAILURE TO DISPUTE THE 2008 ACCRUAL DATE**

17 The Rogich Defendants Fact 4 provides that “Nanyah has not set forth a single specific
18 fact disputing the 2008 accrual date of its remaining claims.” Nanyah will have the opportunity
19 to dispute Fact 4 with specific facts. As shown herein, it is the Rogich Defendants’ position that
20 Nanyah cannot do so.

21 The Rogich Defendants have clearly shown that the accrual date of Nanyah’s remaining
22 6 claims is 2008. What is the effect of Nanyah’s failure to set forth specific facts disputing the
23 2008 accrual date? Numerous Nevada cases provide the answer that summary judgment should
24 be granted dismissing Nanyah’s Complaint.

25
26 am a potential claimant to.” Exhibit 8 at 32:8-11. Harlap’s deposition testimony was directed solely at the Purchase Agreement.

27 ⁶ In the Court’s Minute Order of August 7, 2018, with respect to the granting of Summary Judgment to the Eliades Defendants, the Court stated, based on the Purchase Agreement, that the Rogich Trust “specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt.” The Rogich Trust did not assume the obligation to pay Nanyah a percentage or debt, Nanyah is only a Potential Claimant under the Purchase Agreement.

1 “While the pleadings and other proof must be construed in a light most
2 favorable to the nonmoving party, that party bears the burden to ‘do more
3 than simply show that there is some metaphysical doubt’ as to the
4 operative facts in order to avoid summary judgment being entered in the
5 moving party’s favor. The nonmoving party ‘must by affidavit or
6 otherwise, set forth specific facts demonstrating the existence of a
7 genuine issue for trial or have summary judgment entered against him.’”
8 Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1025, 1031 (2005)

9 “NRCP 56 (e) provides that when a motion for summary judgment is
10 made and supported as provided in Rule 56, an adversary party who does
11 not set forth specific facts showing a genuine issue to be resolved at trial
12 may have a summary judgment entered against him.”
13 Collins v. Union Federal Sav. & Loan Ass’n, 99 Nev. 284, 294, 662 P.2d
14 610, 616 (1983)

15 “The non-moving party, must by affidavit or otherwise, set forth specific
16 facts demonstrating the existence of a genuine issue for trial or have
17 summary judgment entered against him.”
18 Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 442 (1983)

19 The Rogich Defendants have clearly shown the accrual date of the remaining Nanyah
20 claims is 2008 and that unless Nanyah’s Opposition effectively disputes their accrual evidence
21 with admissible specific facts demonstrating that accrual is a genuine issue for trial, summary
22 judgment should be awarded dismissing Nanyah’s remaining claims.

23 **SUMMARY JUDGMENT SHOULD BE GRANTED TO THE ROGICH DEFENDANTS**

24 The grant of summary judgment is not discretionary in Nevada. Numerous Nevada
25 decisions, as well as NRCP 56(c), mandate granting summary judgment if the record shows there
26 is no genuine issue as to any material fact and the moving party is entitled to a judgment as a
27 matter of law.

28 “A district court must grant summary judgment when the pleadings and
other evidence on file [when reviewed in a light most favorable to the
nonmoving party,] demonstrate that no genuine issue as to any material
fact [remains] and that the moving party is entitled to a judgment as a
matter of law. A genuine issue of material fact exists, precluding
summary judgment, when a reasonable jury could return a verdict for the
nonmoving party.”
Witherow v. State Bd. of Parole Com’rs, 123 Nev. 305, 157 P.3d 408
(2007)

Summary Judgment must be granted when the pleadings and record
evidence, viewed in the light most favorable to the nonmoving party,
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.”
Stockmeier v. State Bd. of Parole Com’rs, 127 Nev. 243, 255 P.3d 209

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(2011)

“A genuine issue of material fact exists where the evidence is such that a reasonable jury could return a verdict for the non-moving party.”
Bulbman, Inc. v. Nevada Bell, 108 Nev. 105,110, 825 P.2d 588, 591 (1982)

“A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party.”
Posadas v. City of Reno, 109 Nev. 448,452, 851 P.2d 438,442 (1993)


There is no genuine issue of material fact with respect to the accrual date because there is no evidence to support a reasonable jury verdict for Nanyah.

The Rogich Defendants have shown that the accrual date for Nanyah’s remaining claims is 2008, the action was commenced on November 4, 2016, no Nanyah claim is subject to a statute of limitations exceeding six years from accrual and Nanyah cannot dispute the 2008 accrual date. Thus, the 4 Facts are present and there is no genuine issue of material fact and the Rogich Defendants are entitled to a judgment as a matter of law.

CONCLUSION

The Court should grant the Motion for Rehearing and grant summary judgment to the Rogich Defendants or reset the matter for reargument of the issue of whether the statute of limitations is a defense to Nanyah’s remaining claims. See E.D.C.R. 2 24 (c).

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

CERTIFICATE OF SERVICE

I certify that I am an employee of Fennemore Craig, P.C., and that on this date, the foregoing **MOTION FOR REHEARING** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 17TH day of August, 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)

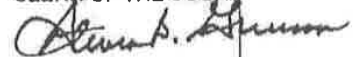
Dennis Kennedy
Joseph Liebman
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
*Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC*

☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)



An employee of Fennemore Craig, P.C.

EXHIBIT 1



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 * * * * *
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21 ATTEST: I do hereby certify that I have truly and correctly transcribed the
22 audio/video proceedings in the above-entitled case to the best of my ability.
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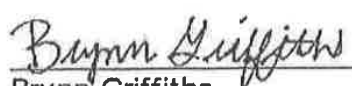

Brynn Griffiths
Court Recorder/Transcriber

EXHIBIT 2

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

R E C I T A L S:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

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

5. Further Assurances and Covenants.

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

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

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

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

(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.

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

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

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

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

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

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

(g) Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

(h) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

(i) Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(j) Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(l) Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

(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

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

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

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

“SELLER”

“BUYER”

Carlos Huerta, on behalf of Go Global, Inc.

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

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 _____ 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 3


IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 66823

FILED

FEB 12 2016

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

ORDER OF REVERSAL AND REMAND

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

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

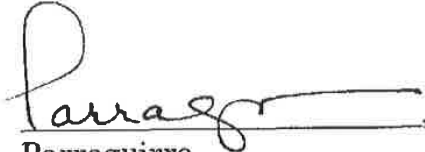
16-04685

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

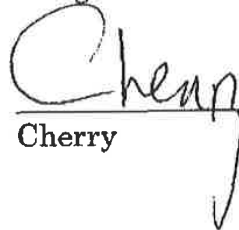
Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists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

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

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



Parraguirre, C.J.


Douglas, J.


Cherry, J.

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

EXHIBIT 4



1 **ORDR**

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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

MINIMORIS CRAIG

LAS VEGAS

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 AEF

9 Respectfully submitted by:

10 SIMONS LAW, PC

11 BY: Mark Simons

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Attorney for Plaintiff Nanyah Vegas, LLC

15 Approved:

16 This ____ day of ____, 2018

17 FENNEMORE CRAIG, P.C.

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19 Brenoch Wirthlin, Esq. NV Bar No. 10282
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22 Attorneys for Sigmund Rogich, Individually and as Trustee of
The Rogich Family Irrevocable Trust and Imitations, LLC

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FENNEMORE CRAIG
LAS VEGAS