

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

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

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

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

20 **JOINT APPENDIX VOL. 14**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Answer to First Amended Complaint and Counterclaim	11/8/13	1	JA_000048-59
Answer to Counterclaim	2/20/14	1	JA_000060-63
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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

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
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment	2/15/19	17	JA_004170-4182
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	23	JA_005618-5623
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	23	JA_005624-5630
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018, Order Granting Summary Judgment	3/20/19	24	JA_005793-5818

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

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

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

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

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

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

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

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

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

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

1 2 3 4 5 6 7 8	Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/16/19	35	JA_008449-8457
9 10 11 12	Nanyah Vegas, LLC's Motion to Settle Jury Instructions Base Upon the Court's October 5, 2018 Order Granting Summary Judgment	2/26/19	21	JA_005138-5174
13 14	Nanyah Vegas, LLC's Notice of Compliance with 4-9-2019 Order	4/16/19	29	JA_007052-7061
15 16 17 18 19 20 21	Nanyah Vegas, LLC's Opposition to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration and Joinder	6/25/18	13	JA_003053-3076
22 23 24 25 26	Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)	8/6/19	33	JA_007959-8006

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

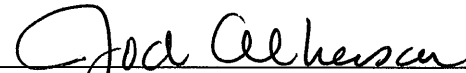
Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 14** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

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Kolesar & Leatham
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Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
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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

1 BAILEY KENNEDY

2
3 By:

4 Joseph Liebman, Esq., Nevada Bar No. 10125
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10 *Attorneys for Defendants Pete Eliades, individually, and as*
11 *Trustee of The Eliades Survivor Trust of 10/30/08*
12 *Teld, LLC and Eldorado Hills, LLC*
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(MINNIMORE CRAIG)

LAS VEGAS

EXHIBIT 5



1 **ORDR**

2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 Brenoch Wirthlin, Esq. (Bar No. 10282)
4 **FENNEMORE CRAIG, P.C.**
5 300 S. Fourth Street, Suite 1400
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9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*
10 *The Rogich Family Irrevocable Trust and Imitations, LLC*

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**ORDER DENYING 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 Alf
DISTRICT COURT JUDGE

18 *AC*

19 **Respectfully submitted by:**
FENNEMORE CRAIG, P.C.

20 Samuel S. Lionel, Esq. NV Bar No. 1766
21 Brenoch Wirthlin, Esq. NV Bar No. 10282
22 300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
Tel: 702-692-8000; Fax: 702-692-8099

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

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EXHIBIT 6

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,)

vs.)

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

Defendants.)

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

Plaintiff,)

vs.)

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

Defendants.)

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

CERTIFIED COPY

Case No.:
A-13-686303-C

Dept. No.: XXVII

CONSOLIDATED WITH:

Case No.:
A-16-746239-C

DEPOSITION OF:

YOAV HARLAP

TAKEN ON:

OCTOBER 11, 2017

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

7
8 APPEARANCES:

9 For the Plaintiff:

10 FENNEMORE CRAIG, P.C.
11 BY: SAMUEL S. LIONEL, ESQ.
12 300 S. Fourth Street, Suite 1400
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slionel@fclaw.com

14 For the Defendants:

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

19
20 Also Present:

21 MELISSA OLIVAS
22

23 * * * * *
24
25

1 CERTIFICATE OF REPORTER

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

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

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

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

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



MONICE K. CAMPBELL, CCR NO. 312

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

3 BY MR. LIONEL:

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

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

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

11 MR. SIMONS: You're mischaracterizing.

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

16 BY MR. LIONEL:

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

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

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

24 A. Correct.

25 Q. In 2007?

1 then yes.

2 MR. LIONEL: Miss Reporter, would you mark
3 this as Exhibit 2.

4 (Exhibit Number 2 was marked.)

5 BY MR. LIONEL:

6 Q. Let the record show the witness is looking
7 at Exhibit 2.

8 A. Yes. I've seen this page. I've seen this
9 paper.

10 Q. When's the last time you saw it before
11 today?

12 A. Last night.

13 Q. Last night?

14 A. Yes.

15 Q. Were you with your attorney preparing?

16 A. Correct.

17 Q. Are you familiar with the document?

18 A. Generally, yes.

19 Q. Prior to last night, when's the last time
20 you saw it?

21 A. Months ago.

22 Q. Hmm?

23 A. Months ago.

24 Q. Do you remember the occasion?

25 A. No.

1 Q. That is a 2008 document. Did you see it
2 in 2008?

3 A. I do not know.

4 Q. You don't know. You don't know or you
5 don't remember?

6 A. I don't remember.

7 Q. But you don't know?

8 A. I might have.

9 Q. You might have. Okay.

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

17 Q. When did Carlos tell you that?

18 A. This was at the time when he explained to
19 me that he has his own issues. He had to sell and
20 that my rights remained there. But this is many
21 years ago, so it's the best of my recollection from,
22 you know, the telephone conversation that was going
23 on.

24 MR. LIONEL: Would you mark this as three,
25 Miss Reporter.

EXHIBIT 7

1 BY MR. LIONEL:

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

4 A. As I told you before.

5 Q. Which is what?

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

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

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

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

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

23 Q. What else do you have rights from?

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

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

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

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

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

18 Q. Did that establish the claims?

19 A. It's establishing the rights.

20 Q. Your rights to the claims?

21 A. The rights to the interest.

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

24 A. What happened to the interest?

25 Q. Yes. After that.

EXHIBIT 8

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

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G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital I below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

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

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

- a. Purchaser – one-third (1/3rd).
- b. Flangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

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a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

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c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

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sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

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(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

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THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

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(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

der (the "Closing") shall be

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

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confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

g. Go Global and Carlos hereby resign from any and all managerial or official positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogisch Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogisch Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

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shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

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

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

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

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

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

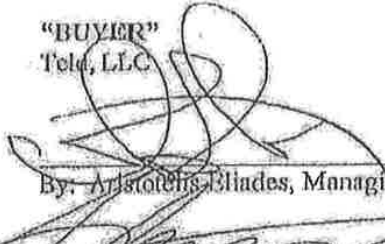
Two LLCs
Managing member
20 Oct 2008
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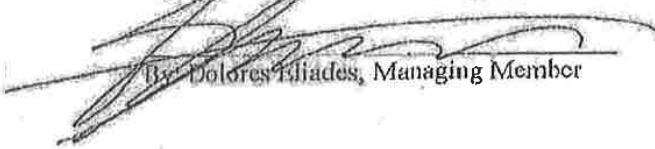
with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.

"BUYER"
Telo, LLC


By: 
Aristoteles Eliades, Managing Member

By: 
Dolores Eliades, Managing Member



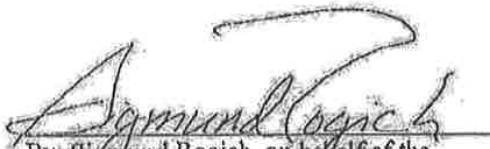
Peter Eliades, as an individual


Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

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Memorandum
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EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

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MEMORANDUM
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EXHIBIT "C"
Subscription Agreement

[See Attached]

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1000 LLC
Investment Manager
30 Oct. 2007
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EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS
OF SELLER

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

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

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managing member
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EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

1. **Articles of Organization**
2. **Operating Agreement**
3. **Certain financial information concerning the Company (to be specified or attached)**
4. **Certain real property descriptive information**

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Operating Agreement
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24 of 27

EXHIBIT "I"

Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Amended and Restated Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30 day of October, 2008.

"BUYER"

Teld, LLC

By: Aristotelis Eliades, Managing Member

By: Dolores Eliades, Managing Member

30 Oct. 2008

"SELLER"

Rogich Family Irrevocable Trust

By: Sigmund Rogich, Trustee

TELD LLC
MANAGING MEMBER
30 Oct 2008
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TEDD LEE
MANAGING MEMBER
30 OCT 2007
26 OF 27

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

of
ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: Teld, LLC
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Teld, LLC ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.

Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 30th day of October, 2008.

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

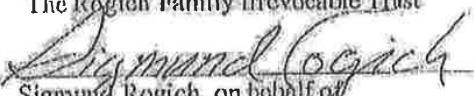

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

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Managing Member
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Purchase Agreement 1.doc

EXHIBIT "I"
Amended and Restated Operating Agreement

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Managing Member
30 OCT 2008
2 of 2

EXHIBIT 9

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 7th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert ^{et} Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert ^{et} Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

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F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth ($1/6^{\text{th}}$) ownership interest in the Company from Seller, and concurrently acquire a one-sixth ($1/6^{\text{th}}$) ownership interest from the Company pursuant to a substantially identically Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half ($1/2$) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "T".

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

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Buyer -- one-third (1/3rd).
- b. Teld -- one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) -- collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

- a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

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under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Albert agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Albert individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

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defense counsel provided by Indemnitor or may in Indemnatee's sole discretion elect legal counsel of Indemnatee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnatee with respect to any Claim, the Indemnatee shall have the right, without waiving any other right or remedy otherwise available to the Indemnatee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or official positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$3,000,000.00), if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

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i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

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

If to Buyer: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
c/o Albert E. Flangas
7385 Laredo
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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

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

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

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

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

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

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l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


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

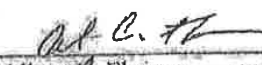
n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.

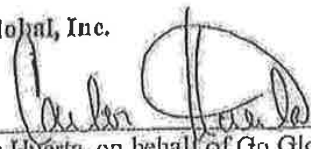
"BUYER"

Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005


By: Albert ~~A.~~ Flangas, on behalf of the
Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005

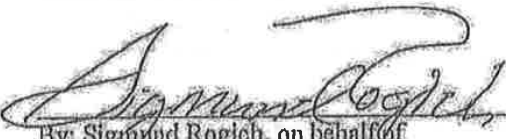

Albert ~~A.~~ Flangas, as an individual

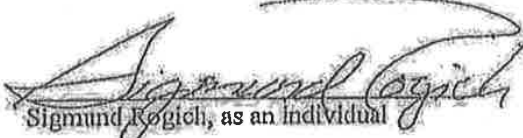
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

11/14/16

Ch
S.h

EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

blank

*CH
S.R.*

EXHIBIT "C"

Subscription Agreement

[See Attached]

1/1/01

C#
S.R.

EXHIBIT "D"

**QUALIFICATION OF REPRESENTATIONS
OF SELLER**

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

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

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

- 1. Articles of Organization**
- 2. Operating Agreement**
- 3. Certain financial information concerning the Company [to be specified or attached]**
- 4. Certain real property descriptive information**

EXHIBIT "F"


Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30th day of October, 2008.

"BUYER"

Albert ~~E~~ Flangas Revocable Living Trust
u/a/d July 22, 2005


By: Albert ~~E~~ Flangas, on behalf of the
Albert ~~E~~ Flangas Revocable Living Trust
u/a/d July 22, 2005

"SELLER"

Rogich Family Irrevocable Trust


By: Sigmund Rogich, Trustee

EXHIBIT "G"

MEMBERSHIP CERTIFICATE
of
ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.


Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 30th day of October, 2008.

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

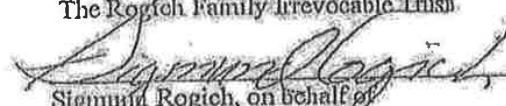

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.

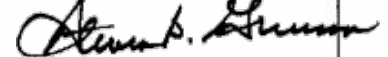


Carlos Huerta, individually

EXHIBIT "T"

Amended and Restated Operating Agreement

Ch
S.R.
17538-10/3-0825 3



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 MOTION FOR
REHEARING AND
COUNTERMOTION FOR AWARD
OF FEES AND COSTS**

1 **NANYAH VEGAS, LLC'S OPPOSITION TO MOTION FOR REHEARING AND**
2 **COUNTERMOTION FOR AWARD OF FEES AND COSTS**

3 Nanyah Vegas, LLC ("Nanyah"), by and through its attorney Mark G. Simons of
4 SIMONS LAW, PC, hereby submits its opposition to the Motion for Rehearing filed by
5 defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family
6 Irrevocable Trust and Imitations, LLC ("Rogich Defendants").

7
8 **I. THE PRESENT MOTION IS UNTIMELY.**

9 EDCR 2.24(b) states: "A party seeking reconsideration of a ruling of the court . .
10 . must file a motion for such relief within 10 days after service of written notice of the
11 order." Notice of Entry of the Court's Order Denying Motion for Reconsideration was
12 filed on July 26, 2018. See **Exhibit 1**. The present motion was filed August 17, 2018
13 and is therefore, well outside the time requirements imposed by EDCR 2.24(b) and
14 must be denied.¹

15
16 **II. THE PRESENT MOTION HAS NOT BEEN AUTHORIZED BY THE COURT.**

17 EDCR 2.24(a) states: "No motions once heard and disposed of may be renewed
18 in the same cause, nor may the same matters therein embraced be reheard, unless by
19 leave of the court granted upon motion therefor" The Rogich Defendants did not
20 obtain leave of Court to file the present motion, therefore it is facially improper and
21 cannot be considered by the Court. Again, on this ground the motion must be denied.

22
23 **III. MERITLESS MOTION.**

24 The present motion is meritless, inappropriate and requires the award of
25 Nanyah's attorneys' fees and costs incurred in responding to this abusive motion.

26 Again, just as with the prior Motion for Reconsideration, the Rogich Defendants
27
28

¹ The deadline for filing a EDCR 2.24(a) motion was, at the latest, August 13, 2018.

1 never sought leave to present this motion for rehearing. Second, the present motion is
2 the identical regurgitation of the same arguments and same issues this Court has
3 previously rejected in denying the Rogich Defendants' Motion for Summary Judgment,
4 and in denying the Rogich Defendants' prior Motion for Reconsideration. All the Rogich
5 Defendants have done is regurgitate their prior arguments contained in their original
6 motion for summary judgment. They cite to the same deposition transcripts, same
7 exhibits and same cases. Nothing new is presented and the motion is just a rehash of
8 the prior arguments to the Court hoping for a different result. Consequently, the filing of
9 a motion for reconsideration is not appropriate merely to rehash old, tired arguments.
10 Accordingly, this Court must reject the motion and deny it in its entirety.

11
12 The defendants' exact litigation tactic (filing a motion for reconsideration making
13 the identical arguments previously rejected by the court) was discussed in Moore v. City
14 of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (Nev. 1976) wherein the Nevada
15 Supreme Court stated:
16

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

21 Id. (emphasis added). Given that the Rogich Defendants' motion is a regurgitation of
22 the prior arguments contained in the original motion, it would be an abuse of discretion
23 by this court to entertain the motion. Therefore, it must be denied.

24 **IV. IDENTICAL ARGUMENTS IN ORIGINAL MOTION.**

25 Demonstrating that the present motion is nothing other than a shallow litigation
26 tactic trying to reargue the identical arguments that this Court previously rejected, the
27 following comparison is demonstrated:
28

1. **Same cases:** The Rogich Defendants' present motion again argues the

1 cases of Mackintosh v. California Federal Sav. & Loan Assoc., and Winn v. Sunrise
2 Hospital & Medical Center. Mot., p. 5.

3 The Rogich Defendants' present motion again argues the cases of Mackintosh v.
4 California Federal Sav. & Loan Assoc., and Winn v. Sunrise Hospital & Medical Center.
5 Mot., p. 6. These are the identical cases cited to and argued by the Rogich
6 Defendants in their Motion for Reconsideration. Mot. for Recon., p. 5. The are also the
7 identical cases argued by the Rogich Defendants in the original Motion for Summary
8 Judgment. See e.g., Mot. for Sum. Jud, p. 12; Reply, p. 6.

9
10 2. **Same facts:** The Rogich Defendants' Motion relies upon the identical
11 deposition testimony contained in their Motion for Reconsideration and their original
12 Motion for Summary Judgment. See e.g., Mot., p. 5; Mot. for Recon, p. 3.; Mot. for
13 Sum. Jud., p. 7.

14
15 3. **Same arguments:** The Rogich Defendants' present motion relies upon
16 the identical arguments contained in their Motion for Reconsideration and their original
17 Motion for Summary Judgment. See e.g., Mot., p. 7 ("The accrual date of Nanyah's
18 claimed . . . rights under the Purchase Agreement is undisputedly 2008"); Mot. for
19 Recon., p. 3 ("All of Nanyah's claims are based on its alleged rights under the [October
20 30, 2008] Agreements."); Mot. for Sum. Jud., p. 9:15-16 ("all of Nanyah's claims are
21 based on Exhibit 2 [Purchase Agreement] and the other October 30, 2008,
22 agreements.").

23
24 The foregoing demonstrates that the Rogich Defendants' Motion for
25 Reconsideration is baseless, improper and an absolute abuse.

26
27 ///

28 ///

1 **V. 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 Reconsideration and Motion for Summary Judgment
5 contained at Sections V.A. through V.H. Attached hereto as **Exhibit 2** is a copy of
6 those portions of Nanyah's original opposition.

7 **VI. COUNTERMOTION FOR AN AWARD OF FEES AND COSTS.**
8

9 Given the foregoing clear and undisputed violations of EDCR 2.24(a) and (b),
10 and the pure redundancy of the arguments presented to this Court, Nanyah is entitled
11 to an award of its attorneys' fees and costs against the Rogich Defendants. Similarly,
12 NRS 7.085 (1)(b) provides that "[i]f a court finds that an attorney has . . . [u]nreasonably
13 and vexatiously extended a civil action or proceeding before any court in this state, the
14 court shall require the attorney personally to pay the additional costs, expenses and
15 attorney's fees reasonably incurred because of such conduct." The present motion
16 demonstrates the vexatious litigation tactics employed by the Rogich Defendants'
17 counsel. The present motion is filed in violation of the rules and restates the identical
18 arguments repeatedly rejected by this Court. It is suggested there is no more classic
19 example of the appropriateness of NRS 7.085 sanctions than the present motion.
20

21 Nanyah's counsel has expended 2.6 hours at the standard hourly rate of \$450
22 an hour for reviewing, drafting and editing this opposition totaling \$1,170.00. In
23 addition, Nanyah's counsel will incur additional attorneys' fees and costs to prepare for
24 the hearing, travel related to the hearing and participating in the hearing.² Accordingly,
25 the Court should award all appropriate attorneys' fees and cost incurred by Nanyah's
26 counsel in responding to this abusive motion.
27
28

1 **VII. CONCLUSION.**

2 The motion must be denied because it is untimely and violates the rules. EDCR
3 2.24(b). The motion also must be denied because leave to seek rehearing was never
4 requested or obtained. EDCR 2.24(a). Finally, the motion merely regurgitates prior
5 regurgitated arguments rejected by this Court. In addition, the Court should award
6 Nanyah's its attorneys' fees and costs.
7

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

10 DATED this 4th day of September, 2018.
11

12 SIMONS LAW, PC
13 6490 S. McCarran Blvd., #C-20
14 Reno, Nevada, 89509

15 
16 MARK G. SIMONS
17 Attorney for Nanyah Vegas, LLC
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SBN
4795

² See **Exhibit 3**, Declaration of Mark G. Simons.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
3 SIMONS LAW, PC and that on this date I caused to be served a true copy of the
4 **NANYAH VEGAS, LLC'S OPPOSITION TO MOTION FOR REHEARING AND**
5 **COUNTERMOTION FOR AWARD OF FEES AND COSTS** on all parties to this action
6 via the Odyssey E-Filing System:
7

8		
9	Dennis L. Kennedy	dkennedy@baileykennedy.com
10	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
11	Joseph A. Liebman	jlienbman@baileykennedy.com
12	Andrew Leavitt	andrewleavitt@gmail.com
13	Angela Westlake	awestlake@lionelsawyer.com
14	Brandon McDonald	brandon@mcdonaldlayers.com
15	Bryan A. Lindsey	bryan@nvfirm.com
16	Charles Barnabi	cj@mcdonaldlawyers.com
17	Christy Cahall	christy@nvfirm.com
18	Lettie Herrera	lettie.herrera@andrewleavittlaw.com
19	Rob Hernquist	rhernquist@lionelsawyer.com
20	Samuel A. Schwartz	sam@nvfirm.com
21	Samuel Lionel	slionel@fclaw.com
22	CJ Barnabi	cj@cohenjohnson.com
23	H S Johnson	calendar@cohenjohnson.com
24	Erica Rosenberry	erosenberry@fclaw.com

25 DATED this 4th day of September, 2018.

26 
27 Employee of Simons Law, PC
28

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NO.	DESCRIPTION	PAGES
1	Notice of Entry of Order	6
2	Excerpts of Nanyah's Opposition	17
3	Simons Declaration	1

EXHIBIT 1

EXHIBIT 1



1 **ORDR**

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

4 **FENNEMORE CRAIG, P.C.**

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

7 Tel.: (702) 692-8000

8 Fax: (702) 692-8099

9 Email: slionel@fclaw.com

10 *Attorneys for Defendants*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

20 **Plaintiffs,**

21 **v.**

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

27 **Defendants.**

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**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
6 FENNEMORE CRAIG, P.C.

7 By: /s/ Samuel S. Lionel
8 Samuel S. Lionel, Esq. (NV Bar No. 1766)
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

FENNEMORE CRAIG

LAS VEGAS

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:

Mark Simons, Esq.
6490 South McCarran Blvd., #20
Reno, Nevada 89509
mark@mgsimonslaw.com
Attorney for Plaintiff Nanyah Vegas, LLC

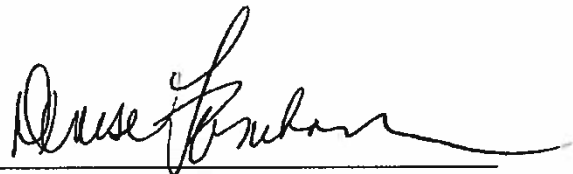
☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)

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

☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)

Dennis Kennedy
Joseph Liebman
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
*Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC*

☒ Via E-service
☐ Via U.S. Mail (Not registered with
CM/ECF Program)



An employee of Fennemore Craig, P.C.

EXHIBIT A



1 **ORDR**

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

4 **FENNEMORE CRAIG, P.C.**

5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101

7 Tel.: (702) 692-8000; Fax: (702) 692-8099

8 Email: slionel@fclaw.com

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 All
DISTRICT COURT JUDGE

18
19 **Respectfully submitted by:**
FENNEMORE CRAIG, P.C.

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

EXHIBIT 2

EXHIBIT 2



1 **OMSJ**

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

9 *Attorneys for Nanyah Vegas, LLC*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

Plaintiff,

v.

Opp

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

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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.
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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, ¶46.

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)

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

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, ¶146. 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 NRS 114.3118(2) provides that a demand obligation is payable within six (6)
27 years after demand, however, if no such demand has been made, then within ten years
28 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

CLAIM	SOL	TIMELY FILED
18 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).

1 **1. Existence of Special/Fiduciary Relationship a Question of**
2 **Fact.**

3 Initially, the existence and/or non-existence of a special relationship is a question
4 of fact and not appropriate for resolution on summary judgment. Mackintosh v.
5 California Federal Sav. & Loan Assoc., 113 Nev. 393, 935 P.2d 1154, 1159 (1997)
6 (“[T]he existence of the special relationship is a factual question . . .”). In the present
7 case, the facts establishing the special relationship and/or fiduciary relationship are
8 undisputed. Nanyah invested \$1.5 million into Eldorado to be a member in that entity.
9 SOF, ¶¶1-4. Eldorado received Nanyah’s money. Id. Eldorado never gave Nanyah
10 anything in exchange for taking Nanyah’s money even though Nanyah was entitled to
11 receive a membership interest in Eldorado. Id. ¶¶13-14. Eldorado’s Managing Member
12 Huerta testified that Nanyah was a known investor in Eldorado. Id. ¶¶10-14, 18-20.
13 And, Eldorado’s Managing Member Huerta testified that he had numerous
14 conversations with Rogich about Nanyah’s \$1.5 million investment into Eldorado. Id. ¶¶
15 18-20.

16 All defendants, who were managers and members in Eldorado, agreed to repay
17 Nanyah its money or to confirm its membership interest. In this situation, Nanyah
18 reposed not only a special element of reliance on defendants to honor Nanyah’s
19 Investment into Eldorado and to advise it about all material aspects of its investment.
20 In such a situation, a special relationship was established. Abu Dhabi Commercial
21 Bank v. Morgan Stanley & Co. Inc., 910 F. Supp. 2d 543, 547 (S.D.N.Y. 2012)
22 (relationship of investor created special relationship to disclose information); Boyer v.
23 Salomon Smith Barney, 188 P.3d 233, 238 (Or. 2008) (duty to provide information to
24 investor establishes the “special relationship”). At a minimum, the existence of a
25 special relationship is a question of fact not appropriate for resolution on summary
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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 In addition, because Nanyah had a claim to a membership interest in Nanyah,
5 there also existed a fiduciary duty. A.C. Shaw Construction v. Washoe County, 105
6 Nev. 913, 915, 784 P.2d 9, 10 (1989). In breach of their fiduciary duties, the
7 defendants intentionally and willfully concealed critical facts from Nanyah—that the
8 Rogich Trust allegedly transferred its membership in Nanyah to the other defendants
9 for the purpose of avoiding the obligations to Nanyah. That activity is a clear breach of
10 defendants’ fiduciary duties owed to Nanyah. Powers v. United Servs. Auto. Ass’n, 114
11 Nev. 690, 701, 962 P.2d 596, 603 (1998) (“concealing facts to gain an advantage” . . .
12 is a breach of this kind of fiduciary responsibility), opinion modified on denial of
13 reh’g, 115 Nev. 38, 979 P.2d 1286 (1999)). Given the admitted existence of a special
14 and/or fiduciary relationship by and between the defendants and Nanyah, defendants’
15 motion to dismiss these two claims must be denied.

16 2. Fiduciary Duties Among Partners/Joint Venturers.

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

23 It is also clear Nevada law that partners and joint venturers owe each other a
24 fiduciary duty of full disclosure. Clark v. Lubritz, 113 Nev. 1089, 1096, 944 P.2d 861,
25

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.

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:

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
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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
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, and that on this date I caused to be served a true copy of the
**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:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
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Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 20th day of March, 2018.

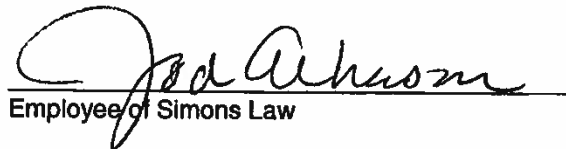

Employee of Simons Law

EXHIBIT 3

EXHIBIT 3

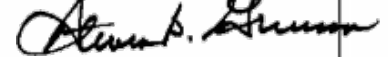
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1. I am an attorney licensed in Nevada and am counsel representing Nanyah Vegas, LLC in this matter. I am a shareholder with the law firm of SIMONS LAW, PC.

3. I submit this affidavit in support of Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs, to which this Declaration is attached as Exhibit 3.

5. In addition, I will incur additional attorneys' fees and costs to prepare for the hearing, travel related to the hearing and participating in the hearing on the instant Motion.

MARK G. SIMONS



ERR

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

**ERRATA TO NANYAH VEGAS,
LLC'S OPPOSITION TO MOTION
FOR REHEARING AND
COUNTERMOTION FOR AWARD
OF FEES AND COSTS**

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**ERRATA TO NANYAH VEGAS, LLC'S OPPOSITION TO MOTION FOR REHEARING
AND COUNTERMOTION FOR AWARD OF FEES AND COSTS**

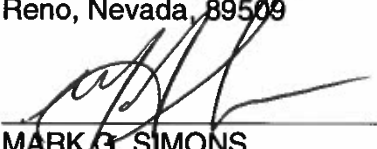
Nanyah Vegas, LLC ("Nanyah"), by and through its attorney Mark G. Simons of
SIMONS LAW, PC, hereby submits this Errata to its Opposition to the Motion for
Rehearing filed by defendants Sigmund Rogich, Individually and as Trustee of the
Rogich Family Irrevocable Trust and Imitations, LLC ("Rogich Defendants").

Attached hereto as Exhibit 3 is the signed Declaration of Mark G. Simons in
Support of Nanyah Vegas, LLC's Opposition to Motion for Rehearing and
Counter-motion for Award of Fees and Costs.

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

DATED this 5th day of September, 2018.

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



MARK G. SIMONS
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 the
**ERRATA TO NANYAH VEGAS, LLC'S OPPOSITION TO MOTION FOR REHEARING
AND COUNTERMOTION FOR AWARD OF FEES AND COSTS** on all parties to this
action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
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Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this ____ day of September, 2018.


Employee of Simons Law, PC

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NO.	DESCRIPTION	PAGES
3	Simons Declaration	1

EXHIBIT 3

EXHIBIT 3

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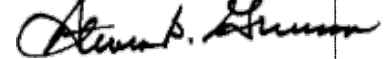
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MIL (CIV)
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Attorneys for Defendant ELDORADO HILLS,
LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

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 MOTION *IN LIMINE* TO
PRECLUDE ANY EVIDENCE OR
ARGUMENT REGARDING AN
ALLEGED IMPLIED-IN-FACT
CONTRACT BETWEEN ELDORADO
HILLS, LLC AND NANYAH VEGAS,
LLC**

Hearing Date:
Hearing Time:

CONSOLIDATED WITH:

Case No. A-16-746239-C

**DEFENDANT ELDORADO HILLS, LLC'S MOTION *IN LIMINE* TO PRECLUDE ANY
EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT
CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC**

Pursuant to N.R.C.P. 16(c), EDCR 2.47, and NRS 47.060, Defendant Eldorado Hills, LLC ("Eldorado Hills") respectfully moves the Court for an Order *in Limine* precluding Nanyah Vegas, LLC ("Nanyah") and its counsel from presenting any evidence or argument at trial in support of an alleged implied-in-fact contract between Eldorado Hills and Nanyah (the "*Motion in Limine*"). Nanyah does not have a pending claim based on an implied-in-fact contract and it is too late to amend its pleadings. This Motion *in Limine* is based on the following Memorandum of Points and Authorities, the exhibits referenced herein, and any oral argument heard by the Court.

DATED this 7th day of September, 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

NOTICE OF HEARING

PLEASE TAKE NOTICE that the foregoing Motion *In Limine* will come on for hearing before the Court on the 10th day of OCT., 2018, at the hour of 9AM .M., or as soon thereafter as counsel can be heard in Dept. XXVII, at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

DATED this 7th day of September, 2018.

BAILEY ♦ KENNEDY

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

Attorneys for Defendant
ELDORADO HILLS, LLC

**DECLARATION OF JOSEPH A. LIEBMAN IN SUPPORT
OF MEET AND CONFER EFFORTS**

I, Joseph A. Liebman, counsel for Eldorado Hills in the above-captioned matter, declare as follows:

1. On August 29, 2018, I e-mailed Nanyah's counsel Mark Simons, Esq. ("Mr. Simons") regarding three potential motions *in limine*. I requested a telephonic meet and confer for August 31, 2018, pursuant to EDCR 2.47.

2. On August 31, 2018, Mr. Simons agreed to participate in a telephonic meet and confer regarding the motions *in limine* following our discussion on a proposed order memorializing the Court's recent summary judgment ruling.

3. Mr. Simons and I were unable to discuss the motions *in limine* on August 31, 2018, as originally agreed. We ultimately rescheduled the discussion to September 7, 2018.

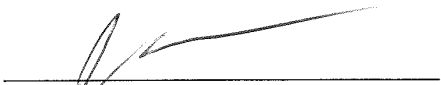
4. On September 7, 2018, Mr. Simons and I had a telephonic discussion regarding three motions *in limine*, including the motion *in limine* herein. After lengthy discussion, Mr. Simons and I were unable to agree on the subject of the motions *in limine*, and both stated that they would need to

1 be briefed with the Court.

2 5. The Court already set a hearing on October 10, 2018 for the other parties' motions *in*
3 *limine*. For the sake of efficiency, Eldorado Hills' motions *in limine* should be heard at the same
4 time.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 EXECUTED this 7th day of September, 2018.

7
8 
JOSEPH A. LIEBMAN

9
10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 Nanyah had several years to plead a contract claim against Eldorado Hills. It never did.
13 Instead it pursued an equitable unjust enrichment theory that is directly at odds with a contract claim.
14 However, in June of 2018, Nanyah tried to inject an implied-in-fact contract theory into the case via
15 a summary judgment motion. Although the Court denied the summary judgment motion, Nanyah
16 will likely try to inject this *unpled* contract theory into the trial. The deadline to amend pleadings
17 has long since expired. Accordingly, the Motion *in Limine* should be granted, and Nanyah and its
18 counsel should be precluded from presenting any evidence or argument at trial in support of an
19 alleged implied-in-fact contract between Eldorado Hills and Nanyah.

20 **II. STATEMENT OF FACTS**

21 On July 31, 2013, Nanyah (among others) initiated a lawsuit against Sig Rogich, his trust,
22 and Eldorado Hills. Nanyah's sole claim against Eldorado Hills was for unjust enrichment, alleging
23 that Eldorado Hills was responsible for returning a \$1,500,000 payment.¹ Although the claim was
24 initially dismissed due to expiration of the statute of limitations, the Nevada Supreme Court reversed
25 and remanded, and that claim remains pending to this day.² Notably, it is the only claim that Nanyah

26
27 ¹ See generally Compl., Case No. A-13-686303-C, filed July 31, 2013.

28 ² A separate lawsuit was filed by Nanyah on November 4, 2016 against Rogich, his trust, Imitations, LLC, Pete Eliades ("Eliades"), Teld, LLC ("Teld"), and the Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"). (See generally Compl., Case No. A-16-746239-C, filed November 4, 2016.) That matter was consolidated with Case No. A-13-686303-

1 ever asserted against Eldorado Hills, and the deadline to amend pleadings expired on December 15,
2 2017.³

3 III. ARGUMENT

4 A. Legal Standard.

5 The Court maintains the authority to rule on motions *in limine* by making advance rulings
6 on the admissibility of evidence. N.R.C.P. 16(c); EDCR 2.47; *see also* NRS 47.060. The Court is
7 vested with discretion to simplify issues for trial and to determine whether to admit or exclude
8 evidence. *Uniroyal Goodrich Tire Co. v. Mercer*, 111 Nev. 318, 320-21, 890 P.2d 785, 787
9 (1995); *see also Kuroda v. Kuroda*, 958 P.2d 541, 549-50 (Haw. App. 1998) (discussing how a
10 motion *in limine* “affords the opportunity to the Court to rule on the admissibility of evidence in
11 advance”) (citation omitted). The trial court’s determination will not be overturned absent a
12 showing of abuse. *Uniroyal Goodrich Tire Co.*, 111 Nev. at 320-21, 890 P.2d at 787.

13 B. Nanyah Never Pled an Implied-in-Fact Contract Claim Against Eldorado Hills.

14 Nanyah’s unjust enrichment claim against Eldorado Hills has been pending since July 31,
15 2013, *over five years ago*.⁴ Nanyah amended its July 31, 2013 Complaint, *yet did not add a*
16 *contractual claim against Eldorado Hills*.⁵ In 2016, Nanyah filed a new lawsuit against the other
17 Defendants, *yet did not add a contractual claim against Eldorado Hills*.⁶

18 Yet, on June 19, 2018, *approximately five months before trial, well past the deadline to*
19 *amend pleadings, and past the close of discovery*, Nanyah filed a Countermotion for Summary
20 Judgment, seeking a ruling from this Court that “Nanyah has a direct implied in fact contract with
21 Eldorado Hills for repayment of its investment of a membership interest (which obligation has been
22 breached by Eldorado Hills).”⁷ Although Nanyah’s Countermotion for Summary Judgment was
23

24 C. Every claim against Eliades, Teld, and the Eliades Trust have since been dismissed with prejudice via summary judgment.

25 ³ Disc. Commissioner’s Report and Recommendations, filed Oct. 24, 2017.

26 ⁴ Compl., Case No. A-13-686303-C, filed July 31, 2013.

27 ⁵ First. Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

28 ⁶ Compl., Case. No. A-16-746239-C, filed Nov. 4, 2016.

⁷ Opp’n to Eldorado Hills’ Mot. for Summ. Judg. and Ctrmot. for Summ. Judg, 2:10-12, filed June 19, 2018.

1 denied, Nanyah will likely assert similar arguments and attempt to introduce evidence at trial in
2 support of this implied-in-fact contract theory. Yet it is nowhere to be found in Nanyah's pleadings.
3 Implied-in-fact contract and unjust enrichment are markedly different legal theories. *Certified Fire*
4 *Prot., Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 379-82, 283 P.3d 250, 256-57 (2012). An
5 implied-in-fact contract is a "true contract," while an unjust enrichment claim can only exist in the
6 absence of a contract. *Id.* As it pertains to Eldorado Hills, *Nanyah has only pled the latter—not the*
7 *former*. Accordingly, the Motion *in Limine* should be granted, and Nanyah and its counsel should
8 be precluded from presenting any evidence or argument at trial in support of an alleged implied-in-
9 fact contract between Eldorado Hills and Nanyah.

10 IV. CONCLUSION

11 For the foregoing reasons, the Motion *in Limine* should be granted, and Nanyah and its
12 counsel should be precluded from presenting any evidence or argument at trial in support of an
13 alleged implied-in-fact contract between Eldorado Hills and Nanyah.

14 DATED this 7th day of September, 2018.

15 BAILEY ♦ KENNEDY

16
17 By: /s/ Joseph A. Liebman

18 DENNIS L. KENNEDY
19 JOSEPH A. LIEBMAN

20 *Attorneys for Defendants*
21 PETE ELIADES, THE ELIADES
22 SURVIVOR TRUST OF 10/30/08, TELD,
23 LLC and ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 7th day of September, 2018, service of the foregoing DEFENDANT ELDORADO HILLS, LLC'S MOTION *IN LIMINE* TO PRECLUDE ANY EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ.

Email: mark@mgsimonslaw.com

SIMONS LAW, PC

6490 So. McCarran Blvd., #20
Reno, NV 89509

Attorneys for Plaintiff
NANYAH VEGAS, LLC

SAMUEL S. LIONEL, ESQ.

Email: slionel@fclaw.com

FENNEMORE CRAIG, P.C.

300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

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

CHARLES E. ("CJ") BARNABI JR.

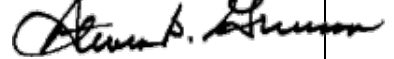
Email: cj@cohenjohnson.com

**COHEN JOHNSON PARKER
EDWARDS**

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Las Vegas, NV 89119

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

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



OPPM (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

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DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant ELDORADO HILLS,
LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

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 OPPOSITION TO NANYAH
VEGAS, LLC'S MOTION IN LIMINE
3: DEFENDANTS BOUND BY THEIR
ANSWERS TO COMPLAINT**

Hearing Date: October 10, 2018

Hearing Time: 9:30 A.M.

CONSOLIDATED WITH:

Case No. A-16-746239-C

**DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO
NANYAH VEGAS, LLC'S MOTION *IN LIMINE* # 3: DEFENDANTS
BOUND BY THEIR ANSWERS TO COMPLAINT**

Defendant Eldorado Hills, LLC ("Eldorado Hills") opposes Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 3, which seeks an order from the Court that all of the Defendants, *including Eldorado Hills*, are judicially bound by responses to two allegations in Nanyah's Complaint in Case No. A-16-746239-C (the "Motion"). Yet the allegations in Case No. A-16-746239-C were never asserted against Eldorado Hills. Eldorado Hills did not respond, nor did it have an obligation to respond. Accordingly, the Motion should be denied as it relates to Eldorado Hills.

DATED this 19th day of September, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

Attorneys for Defendant ELDORADO
HILLS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

On July 31, 2013, Nanyah (among others) initiated a lawsuit against Sig Rogich, the Rogich Family Irrevocable Trust, and Eldorado Hills (the "First Lawsuit"). Nanyah's sole claim against Eldorado Hills was for unjust enrichment, alleging that Eldorado Hills was responsible for returning a \$1,500,000.00 payment.¹ Although the claim was initially dismissed due to expiration of the statute of limitations, the Nevada Supreme Court reversed and remanded, and that claim remains pending to this day. Notably, it is the only claim that Nanyah ever asserted against Eldorado Hills.

A separate lawsuit was filed by Nanyah on November 4, 2016 against Sig Rogich, the Rogich Family Irrevocable Trust, Imitations, LLC (collectively, the "Rogich Defendants"), Pete Eliades, Teld, LLC, and the Eliades Survivor Trust of 10/30/08 (collectively, the "Eliades

¹ See generally Compl., Case No. A-13-686303-C, filed July 31, 2013.

Defendants”) (the “Second Lawsuit”).² *No claims were asserted against Eldorado Hills*. The Second Lawsuit was eventually consolidated with the First Lawsuit. Every claim against the Eliades Defendants has since been dismissed with prejudice via summary judgment.

The allegations which are the subject of Nanyah’s Motion are solely from the Complaint in the Second Lawsuit—not the First Lawsuit. Thus, *any and all responses to those allegations did not involve Eldorado Hills*.³ There is absolutely no basis to bind Eldorado Hills to any of the so-called admissions contained within the pleadings from the Second Lawsuit.⁴ Accordingly, the Motion should be denied.

DATED this 19th day of September, 2018.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

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² See generally Compl., Case No. A-16-746239-C, filed November 4, 2016.

³ See Answer, 2:1-5, filed April 24, 2017 (listing the answering defendants, which does not include Eldorado Hills).

⁴ Further, there is also no basis to bind the Rogich Defendants to their response to paragraph 83. Under N.R.C.P. 8(b), “[i]f a party is without knowledge or information sufficient to form a belief as to the truth of an averment, the party shall so state *and this has the effect of a denial*.” *Id.* (emphasis added). In other words, the Rogich Defendants did not admit anything in response to paragraph 83 of the Second Lawsuit.

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 19th day of September, 2018, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION *IN LIMINE* # 3: DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT** 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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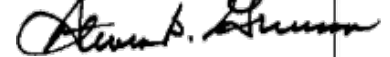
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11 DISTRICT COURT

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.: XXVI

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

Hearing Date: 9/27/2018
Hearing Time: 10:00 A.M.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **PRELIMINARY STATEMENT**

2 Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family
3 Irrevocable Trust and Imitations, LLC (collectively “Rogich Defendants”) have moved the
4 Court, pursuant to EDCR.2.24, “for leave to rehear matters embraced in their prior Motion for
5 Summary Judgment and Motion for Reconsideration. This is the Rogich Defendants’ Reply in
6 Support of their Motion for Rehearing.

7 Nanyah contends the action is untimely, meritless, inappropriate, abusive and the Rogich
8 Defendants have “never sought leave to present this motion for rehearing.” Nanyah further
9 argues that the motion is the identical regurgitation of the same arguments and issues previously
10 rejected by the Court and the same deposition transcripts, exhibits and cases are cited. Opp. at
11 3:1-8. These contentions are meritless and will be responded to.

12 Of considerably more significance is Nanyah’s failure to respond to the substantive issue
13 raised by the Rogich Defendants’ Motion for Rehearing. What is the accrual date of Nanyah’s
14 remaining 6 claims? The Motion effectively challenges Nanyah to set forth specific facts
15 demonstrating the existence of a genuine issue for trial. Nanyah has not done so. Thus, Nanyah
16 has failed to set forth specific facts demonstrating the existence of a genuine issue for trial and
17 as Nevada law clearly holds, summary judgment dismissing Nanyah’s remaining claims should
18 be entered. Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P. 3d 1026, 1031 (2005); Collins v.
19 Union Sav. & Loan 99 Nev. 284, 294, 662 P.2d 610, 616 (1983); Posadas v. City of Reno, 109
20 Nev. 448, 452, 851 P. 2d 438, 442 (1983).¹

21 **EDCR 2.24 (c) GRANTS BROAD POWER TO THE COURT WITH RESPECT TO**
22 **MOTIONS FOR REHEARING**

23 EDCR 2.24 (c) provides that “If a motion for rehearing is granted, the Court may make a
24 final disposition of the case without reargument or may set it for reargument or resubmission or
25 may make such other orders as are deemed appropriate under the circumstances of the particular
26 case.” EDCR (c) is an extraordinary broad power given to the Court to finally dispose of an
27

28 ¹ This issue was not raised in the Motion for Summary Judgment.

1 action without reargument if the Court determines it is appropriate, including granting summary
2 judgment. The Rogich Defendants strongly believe such disposition of Nanyah's remaining
3 claims is warranted. All the elements of a valid statute of limitations defense is presented in the
4 motion.² In Norvell v. Vennart, 2015 WL 4698963 (Nev. Dist. Ct.), Judge Bare, after denying
5 summary judgment, subsequently granted a Motion for Reconsideration, pursuant to EDCR 2.24
6 and at the same time granted summary judgment. District Court Rule 13(7) is identical to
7 EDCR 2.24(a). In Gibbs v. Giles, 96 Nev. 243, 245, 607 P.2d 118, 119 (1980), the Court ruled
8 that DCR 13 (7) "allows a district judge to grant a motion for rehearing if he or she concludes that
9 reargument is warranted....Unless and until an order is appealed, the District Court retains
10 jurisdiction to reconsider the matter."

11 **THE MOTION FOR REHEARING IS A PROPER MOTION**

12 This is a motion for rehearing. It is not a motion for reconsideration. The 10 day
13 limitation in EDCR 2.24(b) applies only to reconsideration motions. EDCR 2.24(a) applies to
14 motions for rehearing. There is no time limitation in EDCR 2.24(a). The 10 day limitation does
15 not apply to a motion for rehearing. Thus, the Motion is not untimely.

16 Nanyah wrongly claims that the Rogich Defendants "never sought leave to present this
17 motion for rehearing." Opp. at 2:26-3:1 and "the Rogich Defendants did not obtain leave of the
18 court granted upon motion therefor..." Opp. at 2:19-21. The Motion states that "the Rogich
19 Defendants, pursuant to EDCR 2.24, move the Court for leave to rehear matters embraced in their
20 prior" motions." Motion at 1:3-6. If that is not a motion for leave to file a rehearing motion, what
21 is? The Rogich Defendants even used the "matters embraced" language in the rule. Clearly, the
22 Rogich Defendants moved for leave to file their Motion for Rehearing and leave should be
23 granted.

24 EDCR 2.24 (a) effectively provides that with leave of court the Rogich Defendants can
25 have rehearing of "[t]he same matters...embraced" by the prior motions. Thus, Nanyah's
26 regurgitation nonsense is just that. Furthermore, the present Motion does not cite to the same

27 ² Beside the undisputed 2008 accrual date, no Nanyah claim has an applicable statute of limitations exceeding six
28 years. Nanyah's action was filed on November 4, 2016 more than 8 years after the 2008 accrual date.

1 cases. The Summary Judgment Motion and the Reply cited more than 30 cases. The Motion for
2 Rehearing cites only 10 cases, including Winn and MacIntosh, which are relevant with respect to
3 Nevada claim accrual and this action.

4 With respect to deposition testimony, the Motion for Summary Judgment and Reply cited
5 14 Harlap deposition extracts and this Motion cites only 3, 2 of which clearly show that Nanyah
6 became a Potential Claimant in 2008.

7 Nanyah complains that the Rogich Defendants rely on the identical arguments “contained
8 in the prior motions” and sets forth several quotes from the motions. Opp. at 4:15-23. Despite the
9 obvious context issues, the Rogich Defendants gladly accepts their ownership. This is a motion
10 to rehear matters embraced by prior motions. Obviously there are similar arguments. Nanyah
11 claims the Motion is the identical regurgitation of the same arguments and some issues this Court
12 has previously rejected in denying the prior motions. The Court did not rule on or otherwise
13 mention accrual in denying the prior motions. The Court’s denials of the motions was based on
14 the Supreme Court’s Remand Order with respect to the Nanyah v. Eldorado action which does
15 not involve the Rogich Defendants and still pends.

16 It is submitted that the Rogich Defendants’ Motion for Rehearing is a proper motion.

17 **THE ACCRUAL DATE OF NANYAH’S REMAINING CLAIMS IS 2008**

18 Nanyah’s Opposition to the Rogich Defendants’ Motion for Reconsideration was a
19 shortened version of its Opposition to the Rogich Defendants’ Motion for Summary Judgment
20 plus the additional arguments with respect to the form of the present Motion for Rehearing. The
21 Opposition to the Motion for Rehearing is a shortened version of Nanyah’s Opposition to the
22 Rogich Defendants’ Motion for Reconsideration .

23 Exhibit A hereto is Nanyah’s 2 paragraph argument that the 2008 accrual date is an
24 unsupported conclusion. It is the identical 2 paragraphs which served as Nanyah’s Opposition to
25 the Motion for Summary Judgment and the Motion for Reconsideration. The only authority cited
26 is Michaels v. Sudeck, 107 Nev. 332, 334, 810 P.2d 1212, 1213 (1991) for Nanyah’s accrual date
27 contention that is nothing more than a legal conclusion which is insufficient to support a motion
28 for summary judgment.” Opp. at 22:18-21. While Sudeck is no significant help to Nanyah, it

1 does support the Rogich Defendants' position as will be shown herein.

2 Nanyah has not disputed and cannot dispute the evidence of the 2008 accrual date.

3 Nanyah does not dispute in any respect the clear deposition testimony of Harlap in 2017 that he
4 vividly remembers Huerta explaining to him in 2008 his rights under the Purchase Agreement.

5 (Exhibit 2) which shows Nanyah's knowledge of the agreement and his rights under it in 2008.

6 ,Harlap's testimony that in 2008 he had a paper that showed Nanyah's potential claim of \$1.5
7 million is further proof of the accrual of Nanyah's claims in 2008 under the Purchase Agreement.

8 Nanyah appears to disparage the Rogich Defendants' citing the "identical cases " of

9 Mackintosh v. California Fed. Sav., 113 Nev. 393,403, 935 P.2d 1154, 1161 (1997) and Winn v.

10 Sunrise Hospital and Medical Center, 128 Nev. 246, 253, 277 P. 3d 458, 463 (2012) because they
11 had cited them in their prior Motions.

12 In Mackintosh the accrual date in a basement flooding case against the seller of a house
13 was a prior spring when the plaintiff was told by a former occupant there had been serious
14 flooding during his occupancy. The Court held that the statute of limitations in the action accrued
15 in the spring of a prior year when Mackintosh was "put on notice" of the severity of the flooding
16 problem. Nanyah cited Mackintosh, but only for a fiduciary issue that has no relationship to
17 accrual. Nanyah Exhibit 2 at 31:3-5.

18 In Winn, the accrual date on a medical malpractice action was when plaintiff and his
19 attorney had access to medical records which showed facts "which would have led an ordinarily
20 prudent person to investigate further into whether Sedona's injury may have been caused by
21 someone's negligence". The Court held, as a matter of law, the evidence irrefutably demonstrates
22 that Winn was put on inquiry notice of his potential claim no later than the date of access of the
23 medical records.

24 Mackintosh and Winn accrued when Mackintosh was put on notice of the severity of the
25 flooding problem and Winn was put on inquiry notice of his potential claim when he had access
26 to the medical records. The essence of the notice is awareness of the potential claim. There is no
27 requirement of a breach. Nanyah's testimony clearly shows its awareness of the Purchase
28 Agreement in 2008 and its rights under it at that time. These decisions represent current Nevada

1 accrual law. Nanyah did not cite either or comment in any respect about them. It cited no
2 decision or other authority with respect to claim accrual.

3 EDCR 2.20(e) provides “failure of the opposing party to serve and file written opposition
4 may be construed as an admission that the motion and/or joinder is meritorious and as a consent
5 to granting the same.” At the very least Nanyah’s failure to serve and file an opposition to the
6 Rogich Defendants’ Motion for Rehearing with respect to the accrual date of Nanyah’s remaining
7 6 claims is an admission the Motion for Rehearing on that issue is meritorious.

8 The clear language of the Michaels v. Sudeck decision, cited by Nanyah, is applicable
9 here with respect to Nanyah’s obligation to respond to the Motion for Rehearing with specific
10 facts. “The opposing party must be able to point out to the court something indicating the
11 existence of a triable issue of fact. Hickman v. Meadow Wood Reno, 96 Nev. 782, 784, 617 P.2d
12 871, 872 (1980) (citing Thomas v. Bokelman, 86 Nev. 10,14, 462 P. 2d 1020, 1022-23 (1970).
13 The party opposing such a motion must set forth *specific* facts showing there is a genuine issue
14 for trial. Van Cleave v. Keitz-Mill Minit Mart, 97 Nev. 414, 415, 633 P. 2d 1220, 1221 (1981)
15 (emphasis added); NRCp 56(c). The opposing party is not entitled to have summary judgment
16 denied ‘on the mere hope that at trial he [she] will be able to discredit the movant’s evidence....’
17 Hickman, 96 Nev. at 784, 617 P. 2d at 872 [citation omitted].”

18 The Rogich Defendants have shown the Court that the accrual date of Nanyah’s remaining
19 6 claims is 2008. Nanyah has not disputed that accrual date. No statute of limitations applicable
20 to Nanyah’s remaining 6 claims exceeds 6 years (contract claims NRS 11.190(1)). Nanyah’s
21 action was filed on November 4, 2016, 8 years after Nanyah’s remaining claims accrued . The
22 foregoing is the proof required for the statute of limitations defense of Nanyah’s remaining
23 claims.

24 Numerous Nevada cases squarely hold that when a motion for summary judgment is made
25 and supported as provided in Rule 56, as this case is, if the non-movant does not set forth specific
26 facts showing a genuine issue to be resolved at trial, summary judgment should be entered.

27 “While the pleadings and other proof must be construed in a light most
28 favorable to the nonmoving party, that party bears the burden to ‘do more
than simply show that there is some metaphysical doubt’ as to the

operative facts in order to avoid summary judgment being entered in the moving party's favor. The nonmoving party 'must by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him.'" Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1025, 1031 (2005)

"NRC 56 (e) provides that when a motion for summary judgment is made and supported as provided in Rule 56, an adversary party who does not set forth specific facts showing a genuine issue to be resolved at trial may have a summary judgment entered against him." Collins v. Union Federal Sav. & Loan Ass'n, 99 Nev. 284, 294, 662 P.2d 610, 616 (1983)

"The non-moving party, must by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 442 (1983)

Clearly, the foregoing cases apply to Nanyah's failure to set forth specific facts showing a genuine issue for trial and summary judgment should be awarded to the Rogich Defendants dismissing Nanyah's remaining 6 claims.

In Witherow v. State Bd. of Parole Com'rs, 123 Nev. 305, 308, 167 P.3d 408, 409 (2007); and Stockmeier v. State Bd. of Parole Com'rs, 127 Nev. 243, 247, 253 P.3d 209, 212 (2011), the Supreme Court ruled that the district court must grant summary judgment when the pleadings and record evidence viewed in a light most favorable to the non-moving party demonstrate that there are no genuine issues as to any material fact and the moving party is entitled to judgment as a matter of law.

Here, there is only one material issue, the date of the accrual of Nanyah's claims. There is no genuine issue with respect to that issue. There is no dispute that the accrual date is 2008. It is also undisputed that Nanyah's action was commenced on November 4, 2016 and no statute of limitations applicable to Nanyah's remaining 6 claims exceeds 6 years. Thus, the Rogich Defendants are entitled to judgment as a matter of law and the Court must award them summary judgment dismissing Nanyah's 6 remaining claims.

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CONCLUSION

The Court should grant leave to the Rogich Defendants to file this Motion for Rehearing and grant them Summary Judgment dismissing Nanyah's 6 remaining claims.

FENNEMORE CRAIG, P.C.

By:



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Trust and Imitations, LLC*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S REPLY IN SUPPORT OF THEIR 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 20th day of September, 2018 as follows:

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An employee of Fennemore Craig, P.C.

EXHIBIT A

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., ¶3.

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

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

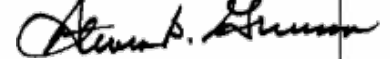
7 The defendants' motion for summary judgment argues exclusively that Nanyah's
8 claims were not brought until 8 years after they had accrued. Mot., p. 3:24-25. In
9 support of its motion, the defendants purport to submit a number of "facts" that assert
10 Nanyah's claims were not brought within the proper time after the claim had "accrued."
11 Mot., p. 4:8-5:2. The support for defendants' motion are not facts but instead the
12 argument that Nanyah's claims allegedly "accrued" on the date Rogich and the Rogich
13 Trust entered into the Purchase Agreement with Huerta/Go Global. However,
14 defendants' argument that Nanyah's claims accrued on October 30, 2008, when the
15 Purchase Agreement was entered into has no merit.
16

17 The Purchase Agreement's inception date has nothing to do with when a claim
18 for breach accrued and/or when the breach was discovered. Further, defendants'
19 accrual date contention is nothing more than a legal conclusion which is insufficient to
20 support a motion for summary judgment. Michaels v. Sudeck, 107 Nev. 332, 334, 810
21 P.2d 1212, 1213 (1991) (conclusory statements do not support NRCP 56 relief). On
22 this ground alone, the defendants' motion must be denied.
23

24 ~~B. DEFENDANTS' MOTION IS BARRED BY THE LAW OF THE CASE.~~

25 The Court must also apply the law of the case to defendants' Motion and deny it.
26 When the Nevada Supreme Court decides a principle or rule of law in a case, that
27 decision governs the same issue or issues in subsequent proceedings in that case.
28

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



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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
16 of interests of GO GLOBAL, INC., a
17 Nevada corporation; NANYAH VEGAS,
18 LLC, A 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 _____/
28 NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**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**

1 **NANYAH VEGAS, LLC’S OPPOSITION TO MOTION IN LIMINE TO PRECLUDE ANY**
2 **EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT**
3 **CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC**

4 Nanyah Vegas, LLC (“Nanyah”) submits the following opposition to the motion in
5 limine filed by Eldorado Hills, LLC (“Eldorado”) seeking to preclude Nanyah from
6 presenting or arguing that Eldorado is bound by an implied in fact contract to repay
7 Nanyah its \$1.5 million investment.

8 **I. BASIS OF OPPOSITION.**

9 Eldorado’s present motion has become moot. This is because during the
10 pendency of this action, this Court entered its Minute Order establishing that Nanyah
11 invested \$1.5 million into Eldorado and the Rogich Trust agreed to repay “the
12 obligation” on behalf of Eldorado as follows:

13 **COURT FURTHER FINDS after review on October 30, 2008 The**
14 **Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado**
15 **Hills via a Purchase Agreement. Section 4 of the Purchase Agreement**
16 **reads in part: Seller, however, will not be responsible to pay the Exhibit A**
17 **Claimants their percentage or debt. This will be Buyer’s obligation. . . . The**
18 **Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000**
19 **investment.**

20 **COURT FURTHER FINDS after review, though The Rogich Family**
21 **Irrevocable Trust specifically agreed to assume the obligation to pay**
22 **Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that**
23 **Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08**
24 **specifically agreed to assume those obligations. . . .**

25 (emphasis added).

26 Accordingly, the Court has already concluded based upon a clear and
27 unambiguous reading of the terms of the Purchase Agreement that Eldorado received
28 Nanyah’s \$1.5 million and Eldorado had “the obligation” to repay Nanyah its \$1.5 million
or its percentage. Galardi v. Naples Polaris, LLC, 301 P.3d 364, 366 (Nev. 2013)

1 ("contract interpretation presents a question of law."). As such, the motion must be
2 denied.

3 **II. THE ELDORADO OBLIGATION OWED TO NANYAH IS UNDISPUTED AND IS**
4 **BASED UPON AN IMPLIED-IN-FACT OBLIGATION THAT THE COURT HAS**
5 **ALREADY CONSIDERED AND RULED UPON.**

6 The Court's findings of fact in its Order conclusively establish "the obligation"
7 owed by Eldorado to Nanyah. The Court's Order also establishes the Rogich Trust's
8 assumption of "the obligation" owed to Nanyah. The Rogich Trust's assumption of "the
9 obligation" owed by Eldorado to Nanyah does not release Eldorado from this liability.
10 Instead, Eldorado remains fully liable on the debt until it is satisfied. Noah v. Metzker,
11 85 Nev. 57, 60, 450 P.2d 141, 144 (1969) (general rule is that original contracting party
12 "shall remain liable" unless there is a written release of liability). Fay Corp. v. BAT
13 Holdings I, Inc., 646 F. Supp. 946, 949-50 (W.D. Wash. 1986), aff'd sub nom. Fay
14 Corp. v. Frederick & Nelson Seattle, Inc., 896 F.2d 1227 (9th Cir. 1990) ("assignment
15 does not discharge the assignor's original obligation to the lessor.").
16

17 In this action, this Court has specifically found that there was an express
18 assumption of "the obligation" owed by Eldorado to Nanyah. The October 30, 2018,
19 Membership Interest Purchase Agreement contains the express admission that Nanyah
20 invested \$1.5 million into Nanyah at Exhibit D which clearly and unequivocally states
21 the following:
22

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

27 . . .

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

Id. at Exh. D. In addition to the clear and unequivocal language that "confirms"

1 Nanyah's investment of \$1.5 million into Eldorado contained in Exhibit D, Section 8(c)
2 of the Membership Interest Purchase Agreement also clearly identify Nanyah's \$1.5
3 million investment and state the following:

4 **Nanyah . . . invested or otherwise advanced . . . funds [to Eldorado]**
5 **Id.**, p. 12, Section 8(c) (emphasis added).
6

7 The Court's Order conclusively establishes that the Rogich Trust "**specifically**
8 **agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt**
9 **. . . .**" (emphasis added). Thus, the Court's Order conclusively establishes the
10 preexisting "obligation" owed by Eldorado to Nanyah. The "obligation" that this Court
11 has clearly recognized is the implied-in-fact contractual obligation owed by Eldorado to
12 Nanyah.
13

14 The implied-in-fact obligation this Court found to exist in its Order is the very
15 obligation that Nanyah briefed to this Court in its opposition to the Eliades Defendants'
16 motion for summary judgment and in its countermotion. Eldorado's motion even
17 highlights this implied-in-fact contractual obligation that Nanyah briefed and submitted
18 to this Court. Mot., p.5:18-22. Consequently, in rendering its decision to grant the
19 Eliades Defendants' motion for summary judgment--holding them not liable for "the
20 obligation" owed by Eldorado to Nanyah--this Court ruled only the Rogich Trust had
21 assumed that "obligation".
22

23 Consequently, the motion is now moot since this Court has already determined
24 an implied-in-fact "obligation" existed by and between Eldorado and Nanyah. There is
25 no logical or conceivable way this Court can find that "the obligation" owed by Eldorado
26 to Nanyah does not exist and/or has not already been established as a factual finding
27 by this Court. This Court's Order granting relief to the Eliades Defendants was
28

1 conditioned upon and based upon that “the obligation” owed by Eldorado to Nanyah
2 was not expressly assumed by the Eliades Defendants. Instead, this Court found in
3 rendering its decision in the Eliades Defendants’ favor that the Rogich Trust
4 “specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its
5 percentage or debt” The Court has rendered a direct finding on a critical issue in
6 this case and is bound by its finding.
7

8 **III. THE ROGICH TRUST’S SURETY OBLIGATION IS BASED UPON THE**
9 **IMPLIED-IN-FACT OBLIGATION OWED BY ELDORADO TO NANYAH.**

10 Consistent with the foregoing, Nevada’s statute of frauds is clear that the
11 obligation to pay the debt of another must be embodied in a written agreement.
12 Specifically, NRS 111.220 provides, in part, the following:

13 In the following cases every agreement is void, unless the agreement, or
14 some note or memorandum thereof expressing the consideration, is in writing,
15 and subscribed by the person charged therewith:

16 . . .

- 17 2. Every special promise to answer for the debt, default or
18 miscarriage of another.

19 In the present case, the Court’s Order has already established that the Rogich Trust’s
20 promise to answer for Eldorado’s debt was documented in a writing. Eldorado’s
21 obligation to Nanyah is, therefore, based upon the underlying implied-in-fact contractual
22 obligation to repay Nanyah its investment. That obligation was assumed by the Rogich
23 Trust pursuant to a written document satisfying the requirements of NRS 111.220.
24 Accordingly, the issue of the implied-in-fact obligation has already been established as
25 a matter of fact in this case, thereby making the present motion moot.
26

27 **IV. THE MOTION IN LIMINE IS PROCEDURALLY IMPROPER.**

28 In addition to the foregoing grounds, the present motion is procedurally improper

1 as it seeks to preclude evidence without detailing what actual evidence is sought to be
2 excluded. The evidence of Nanyah's investment of \$1.5 million is undisputed, the
3 solicitation of Nanyah's investment by Eldorado Hill's Manager is undisputed, Nanyah's
4 books and records demonstrating the investment is undisputed and the Rogich Trust's
5 confirmation and agreement to be obligated to repay that investment on behalf of
6 Eldorado is undisputed. Because Eldorado has failed to articulate what evidence is
7 sought to be excluded, the motion in limine fails. It is not this Court's nor Nanyah's
8 responsibility to decipher what exactly is sought to be excluded.
9

10 Procedurally, if Eldorado has a legitimate objection to any evidence presented at
11 trial, the objection can be asserted at such time. The issuance of a blanket ruling at this
12 time with no specificity as to what actual evidence may or may not be subject to the
13 motion is improper and premature.
14

15 **V. CONCLUSION.**

16 Based upon the foregoing, the present motion must be denied.

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

20 DATED this 24th day of September, 2018.

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

24 
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 MOTION IN LIMINE TO PRECLUDE ANY
EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT
CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC** on all
parties to this action via the Odyssey E-Filing System:

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Joseph A. Liebman	jlienbman@baileykennedy.com
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Erica Rosenberry	erosenberry@fclaw.com

DATED this 24 day of September, 2018.


Employee of SIMONS LAW, PC

1 **OPPS**

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9 *Attorneys for Sigmund Rogich, Individually and as Trustee*
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.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS SIGMUND
ROGICH, INDIVIDUALLY AND AS
TRUSTEE OF THE ROGICH
FAMILY IRREVOCABLE TRUST
AND IMITATIONS, LLC'S
OPPOSITION TO NANYAH
VEGAS, LLC'S MOTION IN
LIMINE #3 RE DEFENDANTS
BOUND BY THEIR ANSWERS TO
COMPLAINT**

Hearing Date: October 10, 2018

Hearing Time: 9:30 a.m..

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE**
2 **ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S OPPOSITION**
3 **TO NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE DEFENDANTS**
4 **BOUND BY THEIR ANSWERS TO COMPLAINT**

5 E.D.C.R. 2.47(b) provides that "Motions in limine may not be filed unless an unsworn
6 (sic) declaration under penalty of perjury or affidavit of moving counsel is attached to the motion
7 setting forth that after a conference or a good faith effort to confer, counsel have been unable to
8 resolve the matter satisfactorily."

9 No declaration or affidavit of moving counsel is attached to the Motion. Accordingly, the
10 filing of Plaintiff's Motion was improper and must be stricken.

11 Furthermore, Plaintiff's Motion in Limine is meritless.

12 Nanyah's Motion in Limine #3 seeks "to preclude any defendant from attempting to
13 introduce any evidence that Nanyah discovered the defendants complained of bad acts until
14 December 2012." Motion at 2:3-5. That may not be unintelligible, but it makes no sense in the
15 context of this action, and therefore should be denied.

16 Apparently, Nanyah wants to preclude testimony with respect to defendants' answers in
17 paragraphs 82 and 83 of its First Amended Answer. See Motion at 4:-6:21.

18 Defendants have no objection to preclusion of their admission with respect to paragraph
19 82 of Nanyah's Complaint.

20 With respect to paragraph 83 of the Complaint and paragraph 83 of the Defendants'
21 Answer, the Motion should be denied because paragraph 83 of the Answer does not admit even
22 one word of paragraph 83 of the Complaint. In fact, paragraph 83 is denied.

23 Paragraph 83 of Defendants' Answer "alleges they are without knowledge or information
24 as to the truth of the allegations in paragraph 83." Nanyah contends the words "are without
25 knowledge and information" is an admission. They are not. That answer has "the effect of a
26 denial." NCRP 8(b). Thus, paragraph 83 is denied and there is no basis for Nanyah's Motion
27 with respect to paragraph 83 of its Complaint

28 //

CERTIFICATE OF SERVICE

I hereby certify that a copy of the **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE #3 RE DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT** 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 28th day of Sept, 2018 as follows:

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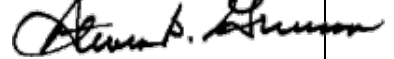
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An employee of Fennemore Craig, P.C.



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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**REPLY IN SUPPORT OF DEFENDANT
ELDORADO HILLS, LLC'S MOTION
IN LIMINE TO PRECLUDE ANY
EVIDENCE OR ARGUMENT
REGARDING AN ALLEGED IMPLIED-
IN-FACT CONTRACT BETWEEN
ELDORADO HILLS, LLC AND
NANYAH VEGAS, LLC**

Hearing Date:

Hearing Time:

CONSOLIDATED WITH:

Case No. A-16-746239-C

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nanyah Vegas, LLC's ("Nanyah") Opposition is untenable. First, Nanyah does not even mention or address the *undisputed fact* that it never pled any type of contract claim against Eldorado Hills, LLC ("Eldorado Hills"). Without asserting a contract claim, it cannot proceed to trial on a contract claim. Second, Nanyah attempts to manipulate this Court's summary judgment order—which dismissed with prejudice any and all of Nanyah's claims against the Eliades Defendants—by claiming that the Court made an affirmative finding that "Eldorado had 'the obligation' to repay Nanyah its \$1.5 million or its percentage."¹ ***This Court made no such finding.*** As much as Nanyah wants this Court to believe that the Rogich Family Irrevocable Trust (the "Rogich Trust") and Eldorado Hills are one and the same, they are two separate entities and two separate Defendants. There is no language in the relevant agreements or in this Court's minute order stating that Eldorado Hills owed any contractual obligations to Nanyah. Nanyah's willingness to present this irrational argument to the Court foretells that it will try to do the exact same thing with the jury. Thus, the Motion *in Limine* should be granted, and Nanyah and its counsel should be precluded from presenting any evidence or argument at trial in support of an alleged implied-in-fact contract between Eldorado Hills and Nanyah.

II. ARGUMENT

A. There is No Pending Contract Claim Against Eldorado Hills.

As set forth in the Motion *in Limine*, Nanyah's unjust enrichment claim against Eldorado Hills has been pending since July 31, 2013, over five years ago.² Nanyah amended its July 31, 2013 Complaint, yet did not add a contractual claim against Eldorado Hills.³ In 2016, Nanyah filed a new lawsuit against the other Defendants, yet did not add a contractual claim against Eldorado Hills.⁴

¹ Nanyah Vegas, LLC's Opp'n to Mot. *in Limine* to Preclude Any Evidence or Argument Regarding an Alleged Implied-in-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC (the "Opp'n"), 2:23-27, filed Sep. 24, 2018.

² Compl., Case No. A-13-686303-C, filed July 31, 2013.

³ First. Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

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

1 ***Nanyah did not dispute any of this in its Opposition.*** Yet Nanyah did confirm that despite
2 no mention of it in its pleadings, it will try to prove an “implied-in-fact” contract claim against
3 Eldorado Hills at trial. Nanyah needed to properly amend its pleadings if it intended to pursue such
4 a claim. *Ryan v. City of Bozeman*, 928 P.2d 228, 231 (Mont. 1996) (“[T]he burden is on the plaintiff
5 to adequately plead a cause of action.”); *Arky, Freed, Stearns, Watson, Greer, Weaver & Harris,*
6 *P.A. v. Bowmar Instrument Group*, 537 So.2d 561, 563 (Fla. 1988) (“[W]e conclude that litigants at
7 the outset of a suit must be compelled to state their pleadings with sufficient particularity for a
8 defense to be prepared.”).⁵ It did not do so. Accordingly, the Motion *in Limine* should be granted.
9 See *McJunkin v. Kaufman and Broad Home Systems, Inc.*, 748 P.2d 910, 914 (Mont. 1987) (holding
10 that the district court properly refused to submit a warranty claim to the jury because it was not pled
11 in the complaint).

12 **B. This Court Never Made Any Findings Regarding Eldorado Hills’ Supposed**
13 **Contractual Liability.**

14 Nanyah has made the preposterous argument that this Court already ruled that Eldorado Hills
15 owes \$1,500,000.00 to Nanyah under an implied-in-fact contract. The Court did no such thing, ***and***
16 ***in fact, denied multiple Motions for Summary Judgment by Nanyah seeking such relief.*** On the
17 contrary, the minute order on the Eliades Defendants’ Motion for Summary Judgment states the
18 following:

19 COURT FURTHER FINDS after review, though The Rogich Family
20 Irrevocable Trust specifically agreed to assume the obligation to pay
21 Nanyah Vegas, LLC its percentage or debt, there is nothing indicating
22 that Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08
specifically agreed to assume those obligations from The Rogich Family
Irrevocable Trust.⁶

23 Neither this language nor any other language in the minute order states that Eldorado Hills owes any
24 contractual obligations to Nanyah. As much as Nanyah wants this Court to believe that the Rogich
25 Trust and Eldorado Hills are one and the same, they are two separate entities and two separate

26 ⁵ Further, the *Arky* opinion confirms that the filing of this Motion *in Limine* is sufficient notice that any such
27 claim will not be tried by consent under N.R.C.P. 15(b). *Id.* at 563.

28 ⁶ (Aug. 7, 2018 Minute Order.) Counsel for the Eliades Defendants and for Nanyah have submitted competing
orders on the Eliades Defendants’ Motion for Summary Judgment. Thus, the Order has not yet been finalized.

Defendants. *See Haugrud v. Craig*, 903 N.W.2d 537, 541 (N.D. 2017) (“Equally settled is that a LLC and its members are separate and distinct entities....”); *Geis v. Colina Del Rio, LP*, 362 S.W.3d 100, 109 (Tex. App. 2011) (A “member or manager of a limited liability company” is “legally distinct” from the company.); *In re Erskine*, 550 B.R. 362, 370 (Bankr. W.D. Tenn. 2016) (“[T]he assets and liabilities of a limited liability company are separate from the assets and liabilities of its members.”). There is also nothing in the minute order supporting the premise that the Rogich Trust assumed this contractual obligation from Eldorado Hills. On the contrary, the Court’s minute order cites language supporting the premise that the Rogich Trust assumed the obligation from Go Global, LLC—not from Eldorado Hills.⁷

Finally, the fact that Nanyah argued about a supposed “implied-in-fact” contract in summary judgment briefing does not permit it to proceed to trial on such a claim. Eldorado Hills explicitly and timely objected to any such argument.⁸ Further, Nanyah’s attempt to interject this theory into the case at the eleventh hour via summary judgment briefing certainly did not have the effect of amending its pleadings. *Gilmore v. Gates, McDonald and Co.*, 382 F.3d 1312, 1315 (10th Cir. 2004) (“A plaintiff may not amend her complaint through argument in a brief opposing summary judgment.”). Nor could it, as the deadline for amending pleadings in this Court’s Scheduling Order had long since passed. Accordingly, the Motion *in Limine* should be granted.

C. The Irrationality of Nanyah’s Argument Provides More Support for an Order in Limine.

The fact that Nanyah is willing to assert this unpled, unsupported, and legally erroneous “implied-in-fact” contract argument to this Court shows that it is more than willing to present it to the jury. It shows that Nanyah is more than willing to misleadingly tell the jury that this Court has already determined that Eldorado Hills is contractually liable to Nanyah. These ludicrous and prejudicial arguments must not be presented to the jury, *especially considering that Nanyah has never pled such a claim*. Finally, Nanyah’s last-ditch argument that the Motion *in Limine* is

⁷ Aug. 7, 2018 Minute Order (“[Go Global, LLC], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be [the Rogich Trust’s obligation. . .]”).

⁸ *See, e.g.*, Def. Eldorado Hills, LLC’s Reply in Support of its Mot. for Summ. Judg. and Opp’n to Ctrmot. for Summ. Judg., 10:1-15, filed July 19, 2018.

1 procedurally improper should be rejected. On the contrary, numerous courts have granted motions
2 *in limine* just like this one. *See, e.g., Hicks v. Ass'n of Apartment Owners of Makaha Valley*
3 *Plantation*, Civil No. 14-00254HG-KJM, 2016 WL 3856134, at *1 (D. Hawai'i July 13, 2016);
4 *Scotts Co. v. Cent. Garden & Pet Co.*, No. 2:00 CV 755, 2002 WL 1578791, at *1 (S.D. Ohio Apr.
5 4, 2002). Accordingly, the Motion *in Limine* should be granted.

6 III. CONCLUSION

7 For the foregoing reasons, the Motion *in Limine* should be granted, and Nanyah and its
8 counsel should be precluded from presenting any evidence or argument at trial in support of an
9 alleged implied-in-fact contract between Eldorado Hills and Nanyah.

10 DATED this 3rd day of October, 2018.

11 BAILEY ♦ KENNEDY

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

15 *Attorneys for Defendant*
16 ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 3rd day of October, 2018, service of the foregoing **REPLY IN SUPPORT OF DEFENDANT ELDORADO HILLS, LLC'S MOTION *IN LIMINE* TO PRECLUDE ANY EVIDENCE OR ARGUMENT REGARDING AN ALLEGED IMPLIED-IN-FACT CONTRACT BETWEEN ELDORADO HILLS, LLC AND NANYAH VEGAS, LLC** 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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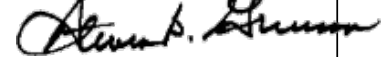
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ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
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/s/ Sharon L. Murnane
Employee of BAILEY ♦ KENNEDY



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

**NANYAH VEGAS, LLC'S REPLY TO
OPPOSITIONS TO MOTION IN LIMINE
#3 RE: DEFENDANTS BOUND BY
THEIR ANSWERS TO COMPLAINT**

1 **NANYAH VEGAS, LLC'S REPLY TO OPPOSITIONS TO MOTION IN LIMINE #3 RE:**
2 **DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT**

3 Nanyah Vegas, LLC ("Nanyah") submits the following Reply in support of its
4 Motion in Limine seeking to preclude any defendant from attempting to introduce any
5 evidence that Nanyah discovered the defendants' complained of bad acts until
6 December, 2012. The reply addresses the opposition filed by Eldorado Hills, LLC
7 ("Eldorado") and the opposition filed by Sigmund Rogich, individually and as Trustee of
8 the Rogich Irrevocable Trust, and Imitations (jointly referred to as "Rogich").¹
9

10 **I. BASIS OF MOTION.**

11 Defendants' admissions and responses to the statements of fact contained in
12 Nanyah's complaint are judicial admissions. As a judicial admission, Nanyah is entitled
13 to an evidentiary finding that Defendants never once informed Nanyah of the Eliades
14 Trust Acquisition or the Eldorado Resolution, which occurred in November, 2012.
15

16 **II. ELDORADO'S ARGUMENTS HAVE MERIT.**

17 Eldorado argues that no claims were asserted against Eldorado in Nanyah's
18 Complaint in the consolidated action. Accordingly, Eldorado argues that it cannot be
19 bound by a judicial admission since it did not make any judicial admission. Nanyah
20 concedes this argument and agrees that Eldorado did not respond as a party to
21 Nanyah's Second Complaint.
22

23 **III. ROGICH CONCEDES PARAGRAPH 82 OF THE COMPLAINT.**

24
25

¹ Rogich incorrectly argues that Nanyah failed to comply with EDJR 2.47(b) before filing
26 its motions in limine. However, EDCR 2.47 provides that "Unless otherwise provided for
27 in an order of the court . . . " the provisions of subsection (b) must be complied with.
28 This Court entered its Order Setting Civil Jury Trial, Pre-Trial/Calendar Call
 ("Scheduling Order") on June 6, 2018. The Court's Scheduling Order provides a
 different procedure for filing motions in limine, thereby exempting Nanyah's motions in
 limine from the provisions of EDCR 2.47(b).

1 Nanyah's Complaint states at Paragraph 82 the following fact:

2 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades
3 Trust never informed Nanyah of the Eliades Trust Acquisition
4 and/or the Eldorado Resolution.

5 The Rogich Defendants admitted this fact in their answer. The Rogich Defendants
6 concede they are judicially bound by their admission in this action and state:

7 Defendants have no objection to preclusion of their admission with
8 respect to paragraph 82 of Nanyah's Complaint.

9 Opp., p. 2: 18-19. Accordingly, the motion must be granted and this fact judicially
10 established.

11 **III. ROGICH'S ARGUMENTS IN OPPOSITION TO THE FACTS STATED IN**
12 **PARAGRAPH 83 HAVE NO MERIT.**

13 Paragraph 83 of Nanyah's Complaint states:

14 83. It was not until December, 2012, that Nanyah discovered that
15 Rogich Trust purported to no longer own any interest in Eldorado
16 and that Rogich Trust's interest in Eldorado had been transferred to
 Teld and/or the Eliades Trust.

17 In response to the foregoing assertion of fact in Nanyah's Complaint, the Rogich
18 defendants' affirm that they "are without knowledge or information" as to this fact.
19 While the Rogich defendants response may be treated for judicial admission purposes
20 as a denial, the representation that these defendants are "without knowledge or
21 information" sufficient to rebut the factual assertion is itself an admission of lack of
22 knowledge.
23

24 The Rogich Defendants' answer was filed in conformance with NRCP Rule 11.

25 Rule 11 states the following:

26 (b) **Representations to Court.** By presenting to the court (whether by
27 signing, filing, submitting, or later advocating) a pleading, written motion, or other
28 paper, an attorney . . . is certifying that to the best of the person's knowledge,
 information, and belief, formed after an inquiry reasonable under the
 circumstances,—

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(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

Accordingly, in conformance with NRCP Rule 11, the Rogich defendants asserted they lacked any information relating to the factual contentions asserted in Paragraph 83.

That statement is an admission of fact in conformance with NRCP Rule 11.

Of critical note, the Rogich Defendants' opposition does not contest that they lack any knowledge or information to rebut or contest the statement of fact in paragraph 83. The Rogich Defendants' failure to present any evidence or support undermining their lack of knowledge again supports the granting of the motion. See *e.g.*, Alam v. Reno Hilton Corp., 819 F. Supp. 905, 908 fn. 3 (D. Nev. 1993) ("Plaintiffs did not argue to the contrary to this issue in their opposition papers, thereby conceding this point.").

The premise is very simple, if the Rogich Defendants have admitted they have no knowledge or understanding as to refute a factual statement, then the Rogich Defendants are bound by that Rule 11 admission. Accordingly, the motion must be granted.

IV. CONCLUSION.

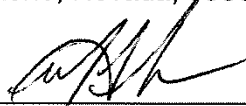
Based upon the foregoing, the Court should grant Nanyah's motion and enter an Order as follows:

1. It is an established fact that Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust never informed Nanyah about the Eliades Trust's 2012 acquisition of the Rogich Trust's interest in Eldorado Hills or about the 2012 Eldorado Resolution; and
2. That the defendants are barred from attempting to rebut any evidence presented by Nanyah that it was not until December, 2012, that Nanyah discovered defendants' actions relating to the Eliades Trust Acquisition and the Eldorado Resolution actions.

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

3
4 DATED this 30 day of October, 2018.

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


8 
9 _____
10 MARK G. SIMONS
11 Attorney for Nanyah Vegas, LLC

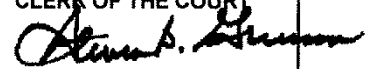
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
3 SIMONS LAW, PC and that on this date I caused to be served a true copy of the
4 **NANYAH VEGAS, LLC'S REPLY TO OPPOSITIONS TO MOTION IN LIMINE #3 RE:**
5 **DEFENDANTS BOUND BY THEIR ANSWERS TO COMPLAINT** on all parties to this
6 action via the Odyssey E-Filing System:
7

8	
9	Dennis L. Kennedy dkennedy@baileykennedy.com
10	Bailey Kennedy, LLP bkfederaldownloads@baileykennedy.com
11	Joseph A. Liebman jlienbman@baileykennedy.com
12	Andrew Leavitt andrewleavitt@gmail.com
13	Angela Westlake awestlake@lionelsawyer.com
14	Brandon McDonald brandon@mcdonaldlayers.com
15	Bryan A. Lindsey bryan@nvfirm.com
16	Charles Barnabi cj@mcdonaldlawyers.com
17	Christy Cahall christy@nvfirm.com
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19	Rob Hernquist rhernquist@lionelsawyer.com
20	Samuel A. Schwartz sam@nvfirm.com
21	Samuel Lionel slionel@fclaw.com
22	CJ Barnabi cj@cohenjohnson.com
23	H S Johnson calendar@cohenjohnson.com
24	Erica Rosenberry erosenberry@fclaw.com

25 DATED this 3rd day of October, 2018.

26 
Employee of SIMONS LAW, PC



ORDER (CIV)

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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,

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

**ORDER: (1) GRANTING DEFENDANTS
PETER ELIADES, INDIVIDUALLY
AND AS TRUSTEE OF THE ELIADES
SURVIVOR TRUST OF 10/30/08, AND
TELD, LLC'S MOTION FOR
SUMMARY JUDGMENT; AND (2)
DENYING NANYAH VEGAS, LLC'S
COUNTERMOTION FOR SUMMARY
JUDGMENT**

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")

Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, 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:

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

The Relevant Agreements

5. The relevant agreements at issue in this case state as follows:

a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:

i. “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent 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 [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit ‘A’ and incorporated by this reference (‘Potential Claimants’). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta’s] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the Rogich Trust].”

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer’s [The Rogich Trust’s] obligation. . . .” The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

2 **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**
3 **the Rogich Trust, Teld, Go Global and Huerta:**

- 4 i. The October 30, 2008, Membership Interest Purchase Agreement identifies
5 Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and
6 unequivocally states the following: Seller [Rogich and the Rogich Trust]
7 confirms that certain amounts have been advanced to or on behalf of the
8 Company [Eldorado] by certain third-parties [including Nanyah], as
9 referenced in Section 8 of the Agreement. Exhibit D also memorializes
10 Nanyah's \$1,500,000 investment into Eldorado.
- 11 ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich
12 Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and
13 all the claims of . . . Nanyah . . . each of whom invested or otherwise
14 advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the
15 Rogich Trust] that such amounts be confirmed or converted to debt . . .
- 16 iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to
17 Nanyah contained in the October 30, 2008, Purchase Agreement when he
18 entered into the October 30, 2008 Membership Interest Purchase Agreement
19 and that he understood that Teld's acquisition of the Rogich Trust's
20 membership interests in Eldorado was subject to the terms and conditions of
21 the October 30, 2008, Purchase Agreement.
- 22 iv. Eliades acknowledges that it was always the responsibility of Rogich and the
23 Rogich Trust to repay Nanyah for its investment in Eldorado.
- 24 v. "[The Rogich Trust] is the owner, beneficially and of record, of the
25 Membership Interest, free and clear of all liens, encumbrances, security
26 agreements, equities, options, claims, charges, and restrictions, and [Teld] will
27 receive at Closing good and absolute title thereto free of any liens, charges or
28 encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”

vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”

viii. “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].”

ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

c. **October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:**

i. “The Rogich Trust will retain a one-third (1/3rd) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).”

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

- 2 iii. The terms and conditions of the October 30, 2008 Membership Interest
- 3 Purchase Agreement were incorporated by reference into the October 30,
- 4 2008 Amended and Restated Operating Agreement. Recital A.
- 5 d. **January 1, 2012 Membership Interest Assignment Agreement between the**
- 6 **Rogich Trust and the Eliades Trust:**
- 7 i. The January 1, 2012, Membership Interest Assignment Agreement was not
- 8 executed until sometime in August, 2012.
- 9 ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
- 10 paid.
- 11 iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
- 12 Nevada limited-liability company...as of the date hereof...(Within the Rogich
- 13 40% is a potential 1.12% interest of other holders not of formal record with
- 14 Eldorado)."
- 15 iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed
- 16 or encumbered any of his Forty Percent (40%) to any other person or entity
- 17 prior to this Agreement, except for the potential claims of .95% held by The
- 18 Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- 19 v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades
- 20 will receive at closing good and absolute title free of any liens, charges or
- 21 encumbrances thereon."
- 22 vi. The Eliades Defendants never informed Nanyah of this agreement and/or that
- 23 they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- 24 vii. The Eliades Defendants have no knowledge or understanding when Nanyah
- 25 discovered or was informed of the d. January 1, 2012 Membership Interest
- 26 Assignment Agreement.
- 27 viii. Nanyah was not a party to this agreement.
- 28 6. Any finding of fact set forth herein more appropriately designated as a conclusion of law
- shall be so designated.

CONCLUSIONS OF LAW

- 2 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed
3 to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in
4 the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to
5 assume those obligations from the Rogich Trust.
- 6 8. Nanyah's contract theory rests upon a successors and assigns provision contained in the
7 October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich
8 Trust.
- 9 9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement
10 will be binding on the Eliades Defendants, absent any specific agreement to be liable for the
11 Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades
12 Defendants to pay the Nanyah debt.
- 13 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the
14 case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as
15 a general rule, sufficient to impose personal liability upon the assignee, unless by specific
16 agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*
17 *Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹
- 18 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a
19 well-established rule that a party to a contract cannot relieve himself of his obligations by
20 assigning the contract. Neither does it have the effect of creating a new liability on the part
21 of the assignee, to the other party to the contract assigned, because the assignment does not
22 bring them together, and consequently there cannot be a meeting of the minds essential to the
23 formation of a contract.'"² *Id.* at 933 (citation omitted).
- 24 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement
25 with the successors and assigns provision relied on by Nanyah, and even if they were, the
26

27 ¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-
20 (Ill. Ct. App. 1986).

- 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 the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.
14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).
15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged 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).
16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).
17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.
19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

ORDER

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

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For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for
Summary Judgment is DENIED.

DATED this 1 day of Oct., 2018.

Nancy L. Alif
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: [Signature]
Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

Approved as to Form and Content:

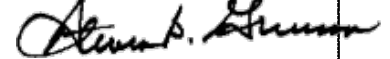
BAILEY ♦ KENNEDY

By: [Signature]
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: [Signature]
Samuel Lionel, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC*



NEOJ

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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

NOTICE OF ENTRY OF ORDER

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NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE THAT on October 1, 2018, an Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment was entered by the Honorable Nancy L. Alf and filed with this Court on October 5, 2018 in this matter. A true and correct copy of the Order is attached hereto as **Exhibit 1**.

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

DATED this 5th day of October, 2018.

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



MARK G. SIMONS
Attorney for Nanyah Vegas, LLC

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
3 SIMONS LAW, PC and that on this date I caused to be served a true copy of the
4 **NOTICE OF ENTRY OF ORDER** on all parties to this action via the Odyssey E-
5 Filing System:
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23 DATED this 8th day of October, 2018.

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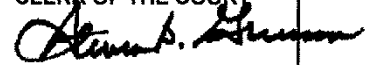
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	10

EXHIBIT 1

EXHIBIT 1



ORDER (CIV)

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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,

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

**ORDER: (1) GRANTING DEFENDANTS
PETER ELIADES, INDIVIDUALLY
AND AS TRUSTEE OF THE ELIADES
SURVIVOR TRUST OF 10/30/08, AND
TELD, LLC'S MOTION FOR
SUMMARY JUDGMENT; AND (2)
DENYING NANYAH VEGAS, LLC'S
COUNTERMOTION FOR SUMMARY
JUDGMENT**

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary

Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")

Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties appeared as follows:

- For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"): Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

The Court, having heard oral argument, 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:

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time, the Eliades Defendants had no involvement with Eldorado.
3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned approximately 40% of Eldorado.
4. These transactions were memorialized in various written agreements. Nanyah was not

included as a named signatory on the agreements, however, the agreements identified that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

The Relevant Agreements

5. The relevant agreements at issue in this case state as follows:

a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust:

i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent 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 [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta's] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the Rogich Trust]."

ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

2 **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**
3 **the Rogich Trust, Teld, Go Global and Huerta:**

- 4 i. The October 30, 2008, Membership Interest Purchase Agreement identifies
5 Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and
6 unequivocally states the following: Seller [Rogich and the Rogich Trust]
7 confirms that certain amounts have been advanced to or on behalf of the
8 Company [Eldorado] by certain third-parties [including Nanyah], as
9 referenced in Section 8 of the Agreement. Exhibit D also memorializes
10 Nanyah's \$1,500,000 investment into Eldorado.
- 11 ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich
12 Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and
13 all the claims of . . . Nanyah . . . each of whom invested or otherwise
14 advanced . . . funds . . . (i) It is the current intention of Seller [Rogich and the
15 Rogich Trust] that such amounts be confirmed or converted to debt . . .
- 16 iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to
17 Nanyah contained in the October 30, 2008, Purchase Agreement when he
18 entered into the October 30, 2008 Membership Interest Purchase Agreement
19 and that he understood that Teld's acquisition of the Rogich Trust's
20 membership interests in Eldorado was subject to the terms and conditions of
21 the October 30, 2008, Purchase Agreement.
- 22 iv. Eliades acknowledges that it was always the responsibility of Rogich and the
23 Rogich Trust to repay Nanyah for its investment in Eldorado.
- 24 v. "[The Rogich Trust] is the owner, beneficially and of record, of the
25 Membership Interest, free and clear of all liens, encumbrances, security
26 agreements, equities, options, claims, charges, and restrictions, and [Teld] will
27 receive at Closing good and absolute title thereto free of any liens, charges or
28 encumbrances thereon."
- vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.”

vii. “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.”

viii. “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].”

ix. “The parties agree that [the Rogich Trust] may transfer [the Rogich Trust’s] ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit ‘D’ to satisfy any claims such entity may have.”

c. **October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:**

i. “The Rogich Trust will retain a one-third (1/3rd) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).”

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

iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase Agreement were incorporated by reference into the October 30, 2008 Amended and Restated Operating Agreement. Recital A.

d. January 1, 2012 Membership Interest Assignment Agreement between the Rogich Trust and the Eliades Trust:

i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.

ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.

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

iv. “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.”

v. "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."

vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.

vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.

viii. Nanyah was not a party to this agreement.

6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

CONCLUSIONS OF LAW

- 2 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed
3 to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in
4 the Purchase Agreement that states Eliades, the Eliades Trust or Teld specifically agreed to
5 assume those obligations from the Rogich Trust.
- 6 8. Nanyah's contract theory rests upon a successors and assigns provision contained in the
7 October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich
8 Trust.
- 9 9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement
10 will be binding on the Eliades Defendants, absent any specific agreement to be liable for the
11 Rogich Trust's obligation to Nanyah, is not itself sufficient to impose liability on the Eliades
12 Defendants to pay the Nanyah debt.
- 13 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the
14 case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as
15 a general rule, sufficient to impose personal liability upon the assignee, unless by specific
16 agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*
17 *Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹
- 18 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a
19 well-established rule that a party to a contract cannot relieve himself of his obligations by
20 assigning the contract. Neither does it have the effect of creating a new liability on the part
21 of the assignee, to the other party to the contract assigned, because the assignment does not
22 bring them together, and consequently there cannot be a meeting of the minds essential to the
23 formation of a contract.'" *Id.* at 933 (citation omitted).
- 24 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement
25 with the successors and assigns provision relied on by Nanyah, and even if they were, the
26

27 ¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. Streater Nat'l Bank*, 496 N.E.2d 315, 319-
20 (Ill. Ct. App. 1986).

- 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 the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.
14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).
15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged 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).
16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).
17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.
19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

obtained membership interests in Eldorado allegedly subject to repayment obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's alleged investment in Eldorado.

21. Because the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there is no unlawful objective to support a civil conspiracy claim. The Court also finds that the intracorporate conspiracy doctrine does not apply because the claim does not involve the Eliades Defendants conspiring with Eldorado.

22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated.

ORDER

Based upon the foregoing findings of fact and conclusions of law, **IT IS HEREBY ORDERED** that the Motion for Summary Judgment is GRANTED. The Court enters summary judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice, Nanyah's following claims for relief against the Eliades Defendants:

1. First Claim for Relief – Breach of Contract;
2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;
4. Sixth Claim for Relief – Civil conspiracy;
5. Eighth Claim for Relief – Declaratory Relief; and
6. Ninth Claim for Relief – Specific Performance.

As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.

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For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for
Summary Judgment is DENIED.

DATED this 1 day of Oct., 2018.

Nancy L. Alif
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: [Signature]
Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

Approved as to Form and Content:

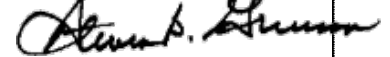
BAILEY ♦ KENNEDY

By: [Signature]
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
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*Attorneys for Defendants PETE ELIADES,
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TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

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By: [Signature]
Samuel Lionel, Esq.
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*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
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LLC*



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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
16 of interests of GO GLOBAL, INC., a
17 Nevada corporation; NANYAH VEGAS,
18 LLC, A 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.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

27 NANYAH VEGAS, LLC, a Nevada limited
28 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

**NANYAH VEGAS, LLC'S PRETRIAL
DISCLOSURES**

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NANYAH VEGAS, LLC’S PRETRIAL DISCLOSURES

Nanyah Vegas, LLC (“Nanyah”) submits its Pretrial Disclosures pursuant to
NRCPP 16.1(a)(3) as follows:

A. LIST OF WITNESSES PURSUANT TO NRCPP 16.1(a)(3)(A):

1. Witnesses expected to testify:

- a. Mr. Yoav Harlap
- b. Mr. Carlos Huerta
- c. Mr. Sigmund Rogich
- d. Mr. Peter Eliades
- e. Ms. Dorothy Elides
- f. Ms. Melissa Olivas
- g. Mr. Ken Woloson

2. Witnesses Subpoenaed:

- a. None at this time

3. Witnesses who may testify if needed:

- a. Unknown at this time

4. Witnesses whose testimony is expected to be presented by means of a
deposition.

- a. Unknown at this time.

B. LIST OF DOCUMENTS PURSUANT TO NRCPP 16.1(a)(3)(A):

1. Documents expected to be used at trial:

a. See Nanyah Vegas, LLC’s Trial Exhibit list attached hereto as
Exhibit “1”. Nanyah reserves the right to supplement and/or amend this list.

2. Documents Nanyah may offer at trial:

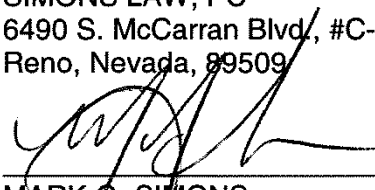
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a. Unknown at this time.

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

DATED this 12th day of October, 2018.

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



MARK G. SIMONS
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 the
NANYAH VEGAS, LLC'S PRETRIAL DISCLOSURES on all parties to this action via
the Odyssey E-Filing System:

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DATED this 12 day of October, 2018.


Employee of SIMONS LAW, PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Trial Exhibit List	6

EXHIBIT 1

EXHIBIT 1

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC
DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Marked	Offered	Admitted
1	Plaintiff	10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment			
2	Plaintiff	Project Information (RT 0616-623)			
3	Plaintiff	12/31/07 Nevada State Bank Statement for Eldorado Hills LLC (PLTF0032)			
4	Plaintiff	Eldorado Hills, LLC's General Ledger (PLTF547-574; RT 306-324)			
5	Plaintiff	Eldorado Hills General Ledger – All Transactions (SR0002334-2360)			
6	Plaintiff	5/25/07 Business Purpose Affidavit of Carlos Huerta, Manager (RT 0583)			
7	Plaintiff	6/12/08 Carlos Huerta email to Melissa Olivas (RT 0438-442)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC
DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

8	Plaintiff	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank (RT 0449)			
9	Plaintiff	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial (RT 0463)			
10	Plaintiff	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial (RT 0513)			
11	Plaintiff	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey (RT 0624-625)			
12	Plaintiff	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich (RT0156-157)			
13	Plaintiff	Go Global Capital Contributions into Eldorado Hills (PLTF575)			
14	Plaintiff	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez (RT 0694-696)			
15	Plaintiff	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas (PLTF577-582)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC
DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

16	Plaintiff	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap (NAN_00234-236)			
17	Plaintiff	Rogich Defendants' Privilege Log (Depo Exh. 53)			
18	Plaintiff	10/30/08 Purchase Agreement (NAN_000001-11)			
19	Plaintiff	10/30/08 Teld Membership Interest Purchase Agreement (NAN_000545-648)			
20	Plaintiff	10/30/08 Flangas Membership Interest Purchase Agreement (NAN_000649-751)			
21	Plaintiff	10/31/08 Purchase Agreement (NAN_000752-755)			
22	Plaintiff	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit			
23	Plaintiff	10/31/08 Nevada Title Company final document package (ELIADES000028-59)			
24	Plaintiff	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld (ELIADES000003-8)			

TRIAL EXHIBITSPLTF: **Nanyah Vegas, LLC**DEFT: **Teld, LLC, et al.**P-ATY: **Mark G. Simons**D-ATY: **Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli**Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:Date: **11/13/18****Consolidated with A-16-746239-C**

25	Plaintiff	10/30/08 Security Agreement – Flangas/Teld (ELIADES000009-16)			
26	Plaintiff	11/2008 Membership Interest Purchase Agreement – Flangas out (ELIADES0000017-27)			
27	Plaintiff	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich (EH000001-7)			
28	Plaintiff	10/30/08 \$600,000 Promissory Note – Rogich/Teld (ELIADES000067-75)			
29	Plaintiff	10/30/08 Membership Interest Assignment Agreement – Teld/Rogich (ELIADES000060-66)			
30	Plaintiff	6/25/09 Unanimous Written Consent of the Managers of Eldorado Hills LLC (RT 2207)			
31	Plaintiff	6/25/09 \$10,300,035 Promissory Note – Eldorado Hills / Eliades (RT 2198-2206)			
32	Plaintiff	Operating Agreement for Eldorado Hills LLC (SR002367-2399; NAN_000511-544)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC

DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons

D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. CristalliCase No: **A-13-686303-C** Dept. No: **XXVII** Clerk:

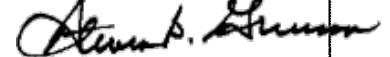
Date: 11/13/18

Consolidated with A-16-746239-C

33	Plaintiff	Amended and Restate Operating Agreement of Eldorado Hills, LLC (NAN_000193-205)			
34	Plaintiff	First Amendment to Amended and Restated Operating Agreement of Eldorado Hills, LLC (EH000105-107)			
35	Plaintiff	8/3-6/12 Email string between John Spilotro, Melissa Olivas, Kenneth Woloson, (NAN_000348-352; SR002361-2365)			
36	Plaintiff	1/1/12 Membership Interest Assignment Agreement (EH000008-13; RT092-97)			
37	Plaintiff	8/10/12 Peter Eliades Check No. 7316 for \$682,080 payable to the Rogich 2004 Family Irrevocable Trust (SR002356)			
38	Plaintiff	8/15/12 The Rogich 2004 Family Irrevocable Trust Check No. 2565 for \$682,080 payable to Peter Eliades (SR002357)			
39	Plaintiff	1/1/12 Satisfaction of Promissory Note and Release of Security – Teld/Rogich (ELIADES0000001)			

TRIAL EXHIBITSPLTF: **Nanyah Vegas, LLC**DEFT: **Teld, LLC, et al.**P-ATY: **Mark G. Simons**D-ATY: **Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli**Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:Date: **11/13/18****Consolidated with A-16-746239-C**

40	Plaintiff	2/22/18 Declaration of Sigmund Rogich			
41	Plaintiff	11/4/16 Complaint			
42	Plaintiff	1/23/18 Defendants' First Amended Answer to Complaint			
43	Plaintiff	1/24/18 Substitution of Attorneys			
44	Plaintiff	8/21/14 Deposition Transcript of Sig Rogich			
45	Plaintiff	5/24/18 Deposition Transcript of Sigmund Rogich			
46	Plaintiff	8/27/14 Deposition Transcript of Melissa Olivas			
47	Plaintiff	5/2/18 Deposition Transcript of Melissa Olivas			
48	Plaintiff	5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq.			
49	Plaintiff	5/25/18 Deposition Transcript of Peter Eliades			
50	Plaintiff	6/15/18 Deposition Transcript of Dolores Eliades			



1 **PTD**

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

9 *Attorneys for Nanyah Vegas, LLC*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

27 NANYAH VEGAS, LLC, a Nevada limited
28 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

**NANYAH VEGAS, LLC'S
SUPPLEMENTAL PRETRIAL
DISCLOSURES**

1 **NANYAH VEGAS, LLC'S SUPPLEMENTAL PRETRIAL DISCLOSURES**

2 Nanyah Vegas, LLC ("Nanyah") submits the following supplement to its Pretrial
3 Disclosures pursuant to NRCP 16.1(a)(3). Any supplement or modified information
4 appears in **bold text**.

5
6 **A. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(A):**

7 1. Witnesses expected to testify:

- 8 a. Mr. Yoav Harlap
9 b. Mr. Carlos Huerta
10 c. Mr. Sigmund Rogich
11 d. Mr. Peter Eliades
12 e. Ms. Dorothy Elides
13 f. Ms. Melissa Olivas
14 g. Mr. Ken Woloson

15
16 2. Witnesses Subpoenaed:

- 17 a. None at this time

18
19 3. Witnesses who may testify if needed:

- 20 a. Unknown at this time

21 4. Witnesses whose testimony is expected to be presented by means of a
22 deposition.

- 23 a. Unknown at this time.

24 **B. LIST OF DOCUMENTS PURSUANT TO NRCP 16.1(a)(3)(A):**

25 1. Documents expected to be used at trial:

26 a. See Nanyah Vegas, LLC's Trial Exhibit list attached hereto as
27 Exhibit "1". Nanyah reserves the right to supplement and/or amend this list. Any
28

1 supplemental or modified information appears in **bold text**.

2 2. Documents Nanyah may offer at trial:

3 a. Unknown at this time.

4 **AFFIRMATION**: This document does not contain the social security number of
5 any person.
6

7 DATED this 31st day of October, 2018.

8 SIMONS LAW, PC
9 6490 S. McCarran Blvd. #C-20
10 Reno, Nevada, 89509

11 

12 MARK G. SIMONS
13 *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 the
NANYAH VEGAS, LLC'S SUPPLEMENTAL PRETRIAL DISCLOSURES on all parties
to this action via the Odyssey E-Filing System:

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

DATED this 31 day of October, 2018.


Employee of SIMONS LAW, PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Trial Exhibit List	8

EXHIBIT 1

EXHIBIT 1

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC

DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons

D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. CristalliCase No: **A-13-686303-C** Dept. No: **XXVII** Clerk:

Date: 11/13/18

Consolidated with A-16-746239-C

Exh. No.	Party	Description	Objection	Offered	Admitted
1	Plaintiff	10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment			
2	Plaintiff	Project Information (RT 0616-623)			
3	Plaintiff	12/31/07 Nevada State Bank Statement for Eldorado Hills LLC (PLTF0032)			
4	Plaintiff	Eldorado Hills, LLC's General Ledger (PLTF547-574; RT 306-324)			
5	Plaintiff	Eldorado Hills General Ledger – All Transactions (SR0002334-2360)			
6	Plaintiff	5/25/07 Business Purpose Affidavit of Carlos Huerta, Manager (RT 0583)			
7	Plaintiff	6/12/08 Carlos Huerta email to Melissa Olivas (RT 0438)			
8	Plaintiff	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank (RT 0449)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC
DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Objection	Offered	Admitted
9	Plaintiff	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial (RT 0463)			
10	Plaintiff	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial (RT 0513)			
11	Plaintiff	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey (RT 0624-625)			
12	Plaintiff	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich (RT0156-157)			
13	Plaintiff	Go Global Capital Contributions into Eldorado Hills (PLTF575)			
14	Plaintiff	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez (RT 0694-696)			
15	Plaintiff	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas (PLTF577-582)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC

DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons

D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. CristalliCase No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Objection	Offered	Admitted
16	Plaintiff	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap (NAN_00234-236)			
17	Plaintiff	Rogich Defendants' Privilege Log (Depo Exh. 53)			
18	Plaintiff	10/30/08 Purchase Agreement (NAN_000001-11)			
19	Plaintiff	10/30/08 Teld Membership Interest Purchase Agreement (NAN_000545-648)			
20	Plaintiff	10/30/08 Flangas Membership Interest Purchase Agreement (NAN_000649-751)			
21	Plaintiff	10/31/08 Purchase Agreement (NAN_000752-755)			
22	Plaintiff	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit			
23	Plaintiff	10/31/08 Nevada Title Company final document package (ELIADES000028-59)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC

DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons

D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

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

Date: 11/13/18

Consolidated with A-16-746239-C

Exh. No.	Party	Description	Objection	Offered	Admitted
24	Plaintiff	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld (ELIADES000003-8)			
25	Plaintiff	10/30/08 Security Agreement – Flangas/Teld (ELIADES000009-16)			
26	Plaintiff	11/2008 Membership Interest Purchase Agreement – Flangas out (ELIADES0000017-27)			
27	Plaintiff	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich (EH000001-7)			
28	Plaintiff	10/30/08 \$600,000 Promissory Note – Rogich/Teld (ELIADES000067-75)			
29	Plaintiff	10/30/08 Membership Interest Assignment Agreement – Teld/Rogich (ELIADES000060-66)			
30	Plaintiff	6/25/09 Unanimous Written Consent of the Managers of Eldorado Hills LLC (RT 2207)			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC
DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Objection	Offered	Admitted
31	Plaintiff	6/25/09 \$10,300,035 Promissory Note – Eldorado Hills / Eliades (RT 2198-2206)			
32	Plaintiff	Operating Agreement for Eldorado Hills LLC (SR002367-2399; NAN_000511-544)			
33	Plaintiff	Amended and Restate Operating Agreement of Eldorado Hills, LLC (NAN_000193-205)			
34	Plaintiff	First Amendment to Amended and Restated Operating Agreement of Eldorado Hills, LLC (EH000105-107)			
35	Plaintiff	8/3-6/12 Email string between John Spilotro, Melissa Olivas, Kenneth Woloson, (NAN_000348-352; SR002361-2365)			
36	Plaintiff	1/1/12 Membership Interest Assignment Agreement (EH000008-13; RT092-97)			
37	Plaintiff	8/10/12 Peter Eliades Check No. 7316 for \$682,080 payable to the Rogich 2004 Family Irrevocable Trust (SR002356)			

TRIAL EXHIBITS

PLTF: **Nanyah Vegas, LLC**
DEFT: **Teld, LLC, et al.**

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A. Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Objection	Offered	Admitted
38	Plaintiff	8/15/12 The Rogich 2004 Family Irrevocable Trust Check No. 2565 for \$682,080 payable to Peter Eliades (SR002357)			
39	Plaintiff	1/1/12 Satisfaction of Promissory Note and Release of Security – Teld/Rogich (ELIADES000001)			
40	Plaintiff	2/22/18 Declaration of Sigmund Rogich			
41	Plaintiff	11/4/16 Complaint			
42	Plaintiff	1/23/18 Defendants' First Amended Answer to Complaint			
43	Plaintiff	1/24/18 Substitution of Attorneys			
44	Plaintiff	8/21/14 Deposition Transcript of Sig Rogich (for document control purposes ONLY)			
45	Plaintiff	5/24/18 Deposition Transcript of Sigmund Rogich (for document control purposes ONLY)			

TRIAL EXHIBITS

PLTF: **Nanyah Vegas, LLC**
DEFT: **Teld, LLC, et al.**

P-ATY: Mark G. Simons
D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. Cristalli

Case No: **A-13-686303-C** Dept. No: **XXVII** Clerk:
Consolidated with A-16-746239-C

Date: 11/13/18

Exh. No.	Party	Description	Objection	Offered	Admitted
46	Plaintiff	8/27/14 Deposition Transcript of Melissa Olivas (for document control purposes ONLY)			
47	Plaintiff	5/2/18 Deposition Transcript of Melissa Olivas (for document control purposes ONLY)			
48	Plaintiff	5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq. (for document control purposes ONLY)			
49	Plaintiff	5/25/18 Deposition Transcript of Peter Eliades (for document control purposes ONLY)			
50	Plaintiff	6/15/18 Deposition Transcript of Dolores Eliades (for document control purposes ONLY)			
51	Plaintiff	4/9/18 Nanyah Vegas, LLC's Supplement to Second Amended Answers to Defendants' First Set of Interrogatories			
52	Plaintiff	5/1/18 Discovery Commissioner's Report and Recommendation and Order approving			

TRIAL EXHIBITS

PLTF: Nanyah Vegas, LLC

DEFT: Teld, LLC, et al.

P-ATY: Mark G. Simons

D-ATY: Samuel Lionel, Joseph A.
Liebman, Michael V. CristalliCase No: **A-13-686303-C** Dept. No: **XXVII** Clerk:

Date: 11/13/18

Consolidated with A-16-746239-C

Exh. No.	Party	Description	Objection	Offered	Admitted
53	Plaintiff	9/15/05 Email chain between Carlos Huerta, Sig Rogich, Melissa Olivas, Chris Cole re: Helen Ryu (RT0300-305)			
54	Plaintiff	1/23/18 Defendants First Supplemental Disclosure of Documents Pursuant to NRCP 16.1			
55	Plaintiff	Eldorado Hills, LLC General Ledger as of October 29, 2008 (RT0306-324)			
56	Plaintiff	NRS 86.286			

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Location : District Court Civil/Criminal Help

REGISTER OF ACTIONS
CASE No. A-13-686303-C

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)

ဘာသာစကား

Case Type: **Breach of Contract**
 Subtype: **Other**
 Date Filed: **07/31/2013**
 Location: **Department 27**
 Case Number: **A686303**
 Case Court No.: **66823**
67595
70492
79917

RELATED CASE INFORMATION

Related Cases

A-16-746239-C (Consolidated)

PARTY INFORMATION

Lead Attorneys

Consolidated Ellades Survivor Trust of 10-30-03
Case Party

**Consolidated Eliades, Peter
Case Party**

Donnis L. Kennedy
Retained
7025628820(W)

**Consolidated Sigmund Rogich
Case Party**

Samuel S. Lionel
Retained
7023838888(W)

Consolidated TELD, LLC
Case Party

~~Dennis L. Kennedy~~
Retained
7025628820(W)

Counter Claimant	Eldorado Hills LLC
-------------------------	---------------------------

Dennis L. Kennedy
Retained
7025628820(W)

Counter Defendant Alexander Christopher Trust

Charles E. Barnabi
Retained
702-475-8903(W)

Counter Defendant **Go Global Inc**

Brandon B McDonald
Retained
702-385-7411(W)

Counter Defendant **Huerta, Carlos A**

Defendant Eldorado Hills LLC

Dennis L. Kennedy
Retained
7025628820(W)

Other Plaintiff Go Global Inc

Brandon B McDonald
Retained
702-385-7411(W)

Plaintiff	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Plaintiff	Nanyah Vegas LLC	Mark G Simons Retained 775-785-0088(W)
Trustee	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Trustee	Rogich, Sig Also Known As Rogich, Sigmund	Samuel S. Lionel Retained 702383888(W)

EVENTS & ORDERS OF THE COURT

11/01/2018 Calendar Call (11:00 AM) (Judicial Officer Allf, Nancy)

Minutes

06/21/2018 10:31 AM

11/01/2018 11:00 AM

- Mr. Sawyer requested to continue matter and advised his sister passed away Friday night in Florida. Further, funeral was yesterday, counsel returned last night and stated the past couple of weeks have been difficult for counsel. Court stated matter can be continued if everyone consents today. Mr. Kennedy stated he has no objection to request. Mr. Simons stated he does not have authorization to consent to continuance and noted the Rule 41(e) issue. Mr. Wirthlin stated counsel is talking a 60 day continuance and no objection to firm setting. Mr. Simons stated that he has not had time to communicate with his client, can reach out to him but instructions that he has today is to move forward with trial. Further, counsel advised he will reach out to client and to get response back. Colloquy regarding telephonic conference. Court stated counsel to let parties know if there is consent if not telephonic conference will go forward. Counsel to have availability for alternate trial dates when telephonic conference is held. COURT ORDERED, matter SET for telephonic conference. Further, the Court does not have the 2.47 or bench briefs the Court requested. Mr. Simons stated parties have communicated with regards to seeing if there can be some middle ground and does not seem to have any traction. Further, parties have exchanged exhibits. Parties have agreed to file pre-trial memorandums on Monday. Matter is moving along and all parties are ready except for this little event that has occurred. 11/518 2:30 PM TELEPHONIC CONFERENCE

Parties Present

[Return to Register of Actions](#)

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Close](#)

Location : District Court Civil/Criminal Help

REGISTER OF ACTIONS

CASE No. A-13-686303-C

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)

www.pearsoned.com

Case Type: **Breach of Contract**
 Subtype: **Other**
 Date Filed: **07/31/2013**
 Location: **Department 27**
 Case Number: **A686303**
 Case Court No.: **66823**
67595
70492
79917

RELATED CASE INFORMATION

Related Cases

A-16-746239-C (Consolidated)

PARTY INFORMATION

Lead Attorneys

**Consolidated Eliades Survivor Trust of 10-30-03
Case Party**

**Consolidated Eliades, Peter
Case Party**

Dennis L. Kennedy
Retained
7025628820(W)

**Consolidated Sigmund Rogich
Case Party**

Samuel S. Lionel
Retained
7023838888(W)

Consolidated TELD, LLC
Case Party

Donnie L. Kennedy
Retained
7025628820(W)

Counter Claimant **Eldorado Hills LLC**

Dennis L. Kennedy
Retained
7025628820(W)

Counter Defendant **Alexander Christopher Trust**

Charles E. Barnabi
Retained
702-475-8903(W)

Counter Defendant **Go Global Inc**

Brandon B McDonald
Retained
702-385-7411(W)

Counter Defendant **Huerta, Carlos A**

Defendant Eldorado Hills LLC

Dennis L. Kennedy
Retained
7025628820(W)

Other Plaintiff Go Global Inc

Brandon B McDonald
Retained
702-385-7411(W)

2/26/2020

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=197373396&SingleViewMode=Minutes>

Plaintiff **Huerta, Carlos A**

Charles E. Barnabi
Retained
702-475-8903(W)

Plaintiff **Nanyah Vegas LLC**

Mark G Simons
Retained
775-785-0088(W)

Trustee **Huerta, Carlos A**

Charles E. Barnabi
Retained
702-475-8903(W)

Trustee **Rogich, Sig Also Known As Rogich, Sigmund**

Samuel S. Lionel
Retained
702383888(W)

EVENTS & ORDERS OF THE COURT

11/05/2018 | **Telephonic Conference** (2:30 PM) (Judicial Officer Alf, Nancy)

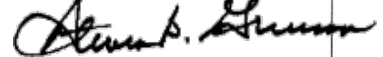
Minutes

11/05/2018 2:30 PM

- All counsel present telephonically. Colloquy regarding oral motion at last hearing to continue trial. Mr. Simons stated his client did not consent to the continuance however, he did obtain the availability of his client. COURT ORDERED, continuance GRANTED. Colloquy regarding availability. Court directed counsel to confer and let Court's Judicial Executive Assistant know by the close of business November 7, 2018.

Parties Present

[Return to Register of Actions](#)



ORIGINAL

ORDR (CIV)

DENNIS L. KENNEDY
Nevada Bar No. 1462

JOSEPH A. LIEBMAN
Nevada Bar No. 10125

BAILEY ♦ KENNEDY

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Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant ELDORADO HILLS,
LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

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

**ORDER REGARDING MOTIONS IN
LIMINE**

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

The following Motions *in Limine* came before the Court on October 10, 2018.

➤ Nanyah Vegas, LLC (“Nanyah”).

- Motion *in Limine* # 1 Re: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member (“Nanyah’s MIL # 1”).
- Motion *in Limine* # 2 Re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million into Eldorado Hills, LLC (“Nanyah’s MIL # 2”).
- Motion *in Limine* # 3 Re: Defendants Bound by Their Answers to Complaint (“Nanyah’s MIL # 3”).
- Motion *in Limine* # 4 Re: Yoav Harlap’s Personal Financials (“Nanyah’s MIL # 4”).

➤ Eldorado Hills, LLC (“Eldorado”).

- Motion *in Limine* to Preclude Any Argument That Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following His Resignation as an Eldorado Hills, LLC Manager (“Eldorado’s MIL Regarding Carlos Huerta”).
- Motion *in Limine* to Preclude Any Argument That Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language (“Eldorado’s MIL Regarding Contract Recitals”).
- Motion *in Limine* to Preclude Any Evidence or Argument Regarding an Alleged Implied-in-fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC (“Eldorado’s MIL Regarding Implied-In-Fact Contract”).

APPEARANCES

The Parties appeared as follows:

- For Eldorado Hills, LLC (“Eldorado”): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For Sig Rogich, individually (“Rogich”) and as Trustee of the Rogich Family Irrevocable Trust (the “Rogich Trust”), and Imitations, LLC (collectively, the “Rogich Defendants”): Samuel Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

///

///

ORDER

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, ORDERS AS FOLLOWS:

- Nanyah's MIL # 1 is denied. Conversely, Eldorado's MIL Regarding Carlos Huerta is granted. Carlos Huerta's testimony was provided or will be provided following his resignation as a manager of Eldorado and while he is adverse to Eldorado, and thus, cannot bind Eldorado as a matter of law. For any statements made by Mr. Huerta after he resigned as a manager of Eldorado, Nanyah and its counsel are precluded from arguing to the jury that Carlos Huerta's testimony is binding on Eldorado. This prohibition does not apply to statements made by Mr. Huerta while acting as a manager of Eldorado.
- Nanyah's MIL # 2 is denied. Conversely, Eldorado's MIL Regarding Contract Recitals is granted. The specific presumption sought by Nanyah under NRS 47.240(2) is a recital of consideration, which is excluded from the statute. Nanyah and its counsel are precluded from arguing to the jury that Eldorado is bound by any of the contractual recitals in the October 30, 2008 Purchase Agreement, the October 30, 2008 Membership Interest Purchase Agreement, and the October 30, 2008 Amended and Restated Operating Agreement pursuant to the provisions of NRS 47.240(2) as the Court finds that evidentiary presumption is inapplicable on the grounds stated.
- Nanyah's MIL # 3 is granted in part and only against the Rogich Defendants, as Eldorado was not a party to the Answer in Case No. A-16-746239-C. The Rogich Defendants are bound by their answers to paragraphs 82 and 83 of Nanyah's Complaint. However, to the extent the Rogich Defendants obtained additional information after their Answer was filed, they are not precluded from bringing that forward at the time of trial.
- Nanyah's MIL # 4 is granted in part. Defendants are precluded from inquiring into Yoav Harlap's personal finances. However, there may be some latitude depending on what happens at trial, and the Court will maintain discretion on these issues. If the Court deems it appropriate, it may allow inquiry into Yoav Harlap's business acumen and other investments.


➤ Eldorado's MIL Regarding Implied-In-Fact Contract is deferred until the time of trial, as the Court needs additional information before determining whether Nanyah may proceed on an implied-in-fact contract claim against Eldorado.

DATED this 2 day of Nov., 2018.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by: 

BAILEY ♦ KENNEDY

By 
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

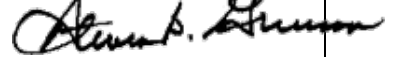
SIMONS LAW

By: /s/ Mark Simons
Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 89509
Attorneys for Plaintiff NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: /s/ Samuel Lionel
Samuel Lionel, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC*



NEOJ (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant

ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as
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Plaintiff,

vs.

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Irrevocable Trust; IMITATIONS, LLC, a
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and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**NOTICE OF ENTRY OF ORDER
REGARDING MOTIONS IN LIMINE**

CONSOLIDATED WITH:

Case No. A-16-746239-C

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DATED this 6th day of November, 2018.

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

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

CERTIFICATE OF SERVICE

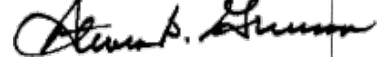
I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 6th day of November, 2018, service of the foregoing NOTICE OF ENTRY OF ORDER REGARDING MOTIONS IN LIMINE was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ. Email: mark@mgsimonslaw.com
SIMONS LAW, PC
6490 So. McCarran Blvd., #20 *Attorneys for Plaintiff*
Reno, NV 89509 **NANYAH VEGAS, LLC**

SAMUEL S. LIONEL, ESQ. Email: slionel@fclaw.com
BRENOCH WIRTHLIN, ESQ.
FENNEMORE CRAIG, P.C. *Attorneys for Defendant*
300 S. Fourth Street, Suite 1400 **SIG ROGICH aka SIGMUND**
Las Vegas, NV 89101 **ROGICH, Individually and as**
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

MICHAEL V. CRISTALLI Email: mcristalli@gcmaslaw.com
JANIECE S. MARSHALL jmarshall@gcmaslaw.com
GENTILE CRISTALLI MILLER
ARMENI SAVARESE *Attorneys for Defendants*
410 South Rampart Blvd., Suite 420 **SIG ROGICH aka SIGMUND**
Las Vegas, NV 89145 **ROGICH as Trustee of THE**
ROGICH FAMILY
IRREVOCABLE TRUST

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



ORIGINAL

ORDR (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant ELDORADO HILLS,
LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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CARLOS A. HUERTA as Trustee of THE
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Trust established in Nevada as assignee of
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Defendants.

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

**ORDER REGARDING MOTIONS IN
LIMINE**

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

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- For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

///

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The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having considered the same, and for the reasons stated upon the record, ORDERS AS FOLLOWS:

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➤ Eldorado's MIL Regarding Implied-In-Fact Contract is deferred until the time of trial, as the Court needs additional information before determining whether Nanyah may proceed on an implied-in-fact contract claim against Eldorado.

DATED this 2 day of Nov., 2018.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by: 

BAILEY ♦ KENNEDY

By 
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

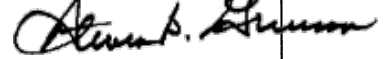
SIMONS LAW

By: /s/ Mark Simons
Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 89509
Attorneys for Plaintiff NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: /s/ Samuel Lionel
Samuel Lionel, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC*



DISTRICT COURT
CLARK COUNTY, NEVADA

Carlos Huerta, Plaintiff(s)

vs.

Eldorado Hills LLC, Defendant(s)

Case No.: A-13-686303-C

A-16-746239-C

Department 27

ORDER RE-SETTING CIVIL JURY TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set to be tried to a jury on a FIRM DATE to begin on the **22nd day of April, 2019, at 10:00 A.M.** The trial will be held in **Department 27, Courtroom 3A located in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.**

B. Calendar Call with the designated attorney and/or parties in proper person will be held on the **18th day of April, 2019, at 11:00 A.M.** The Calendar Call will take place in **Courtroom 3A.** The parties must have the following ready for trial:

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

C. The Pre-trial Memorandum must be filed no later than **April 16, 2019**, with a courtesy copy delivered to Department XXVII Chambers. All parties, (Attorneys and parties in Proper Person) **MUST** comply with ALL REQUIREMENTS of E.D.C.R. 2.67, 2.68 and 2.69.

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

CLERK OF THE COURT
DEC - 7 2018
RECEIVED
NANCY L. ALLF
DISTRICT JUDGE
DEPT XXVII
LAS VEGAS, NV 89155

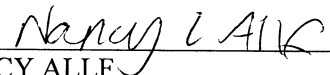
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1 E. All Motions in Limine must be in writing and filed no later than 8 weeks
2 before Trial and heard not less than 14 days prior to trial. **ORDERS SHORTENING**
3 **TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES.** An
4 upcoming trial date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

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

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

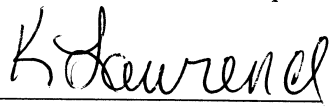
14 DATED: December 4, 2018

15 
16 NANCY ALLF
17 District Court Judge, Department 27

18 **CERTIFICATE OF SERVICE**

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

23 Samuel S. Lionel, Esq.
24 Joseph A. Liebman, Esq.
25 Mark G. Simons, Esq.
26 Michael V. Cristalli, Esq.

27 
28 Karen Lawrence
Judicial Executive Assistant

DISTRICT COURT
CLARK COUNTY, NEVADA

Carlos Huerta, Plaintiff(s)

vs.

Eldorado Hills LLC, Defendant(s)

Case No.: A-13-686303-C

A-16-746239-C

Department 27

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

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CLERK OF THE COURT

DEC 19 2018

RECEIVED

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

37

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1 **TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES.** An
2 upcoming trial date is not an **EXTREME EMERGENCY.**

3
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5 **to appear for any court appearances or to comply with this Order shall result in**
6 **any of the following: (1) dismissal of the action (2) default judgment; (3)**
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10 resolved prior to trial. A Stipulation which terminates a case by dismissal shall also indicate
11 whether a Scheduling Order has been filed and if a trial date has been set, and the date of
12 that trial. A copy should be given to Chambers.

13 DATED: November 26, 2018

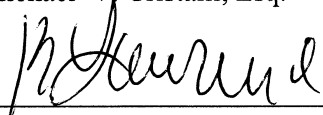
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15 NANCY ALLF

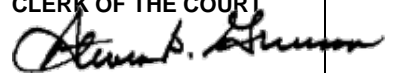
16 District Court Judge, Department 27

17 **CERTIFICATE OF SERVICE** 

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

22 Samuel S. Lionel, Esq.
23 Joseph A. Liebman, Esq.
24 Mark G. Simons, Esq.
25 Michael V. Cristalli, Esq.

26 
27 Karen Lawrence
28 Judicial Executive Assistant



MSJD (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant

ELDORADO HILLS, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CARLOS A. HUERTA, an individual;
CARLOS A. HUERTA as Trustee of THE
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Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANT ELDORADO HILLS,
LLC'S MOTION TO EXTEND THE
DISPOSITIVE MOTION DEADLINE
AND MOTION FOR SUMMARY
JUDGMENT**

Hearing Date:

Hearing Time:

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

**DEFENDANT ELDORADO HILLS, LLC'S MOTION TO EXTEND THE DISPOSITIVE
MOTION DEADLINE AND MOTION FOR SUMMARY JUDGMENT**

Pursuant to N.R.C.P. 16(b), Defendant Eldorado Hills, LLC ("Eldorado") respectfully moves the Court to extend the dispositive motion deadline to permit this Motion for Summary Judgment. The original dispositive motion deadline (June 1, 2018) was based on a trial date in November of 2018. However, the Court—at the request of Sig Rogich ("Rogich"), the Rogich Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants")—recently continued the trial date until April 22, 2019. There is good cause to extend the dispositive motion deadline based on this new trial date, especially considering that this Court's recent Summary Judgment Order conclusively established that Nanyah Vegas, LLC ("Nanyah") has an adequate remedy at law and, thus, cannot pursue any equitable relief (*i.e.*, unjust enrichment) against Eldorado. Thus, pursuant to N.R.C.P. 56, Eldorado moves for summary judgment dismissing Nanyah's unjust enrichment claim because it has an adequate remedy at law against the Rogich Trust. Eldorado's Motion is based on the following Memorandum of Points and Authorities, the exhibits attached hereto, and any oral argument heard by the Court.

DATED this 25th day of January, 2019.

BAILEY ♦ KENNEDY

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

Attorneys for Defendant
ELDORADO HILLS, LLC

NOTICE OF HEARING

PLEASE TAKE NOTICE that the foregoing Motion will come on for hearing before the Court on the 27 day of February, 2019, at the hour of 10:00 A.M., or as soon thereafter as counsel can be heard in Dept. XXVII, at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

DATED this 25th day of January, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

Attorneys for Defendant

ELDORADO HILLS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Although Nanyah has many pending legal claims against the Rogich Defendants, its *only* pending claim against Eldorado is equitable—unjust enrichment. However, Nanyah is barred from seeking equitable relief against Eldorado because this Court recently found that Nanyah has an adequate legal remedy against the Rogich Trust. Specifically, on October 5, 2018, this Court entered an Order Granting Summary Judgment, in favor of the Eliades Defendants,¹ in which it made the following findings of fact and conclusions of law.

- “The Rogich Trust *specifically agreed to assume* the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.”
- “Seller Go Global, however, will not be responsible to pay the Exhibit A claimants their percentage or debt. *This will be Buyer[] The Rogich Trust’s obligation.* The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.”

¹ The Eliades Defendants include Peter Eliades (“Eliades”), Teld, LLC (“Teld”), and the Eliades Survivor Trust of 10/30/08 (the “Eliades Trust”).

- 1 ➤ “[T]he *Rogich Trust* shall remain solely responsible for any claims by any of the above
- 2 referenced entities set forth in this section above.”
- 3 ➤ “[A]ny amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim
- 4 an ownership interest based upon contributions or advances directly or indirectly to Eldorado
- 5 made prior to the date of this agreement, *shall be satisfied solely by the Rogich Trust.*”
- 6 ➤ “The October 30, 2008, Purchase Agreement states that *the Rogich Trust specifically agreed*
- 7 *to assume* the obligation to pay Nanyah its percentage or debt.”²

8 This Court’s findings have legal consequences. Although they are favorable to Nanyah’s legal

9 claims against the Rogich Defendants, *they are fatal to Nanyah’s equitable claim against Eldorado.*

10 Under Nevada law, as well as the law of many other jurisdictions, no party may pursue an equitable

11 remedy if they have an adequate remedy at law. This Court has *definitively determined* that Nanyah

12 has an adequate contractual remedy against the Rogich Trust. Thus, as a matter of law, this Court

13 must enter summary judgment in favor of Eldorado on Nanyah’s unjust enrichment claim.

14 II. STATEMENT OF UNDISPUTED FACTS

15 A. Nanyah’s Claim Against Eldorado.

16 On July 31, 2013, Carlos Huerta (“Huerta”), Go Global, Inc. (“Go Global”), and Nanyah

17 initiated a lawsuit against Rogich, the Rogich Trust, and Eldorado. Huerta and Go Global’s claims

18 have since been dismissed. With respect to Nanyah, it initially filed claims against Eldorado for

19 unjust enrichment and breach of implied agreement.³ After Eldorado filed a Motion to Dismiss

20 addressing both claims, Nanyah filed an Amended Complaint, repleading its unjust enrichment claim

21 (alleging that Eldorado was responsible for returning its \$1,500,000.00 investment) and omitting the

22 breach of implied agreement claim.⁴ Although Nanyah’s unjust enrichment claim was later

23 dismissed due to expiration of the statute of limitations, the Nevada Supreme Court reversed and

24

25 ² See generally October 5, 2018 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the

26 Eliades Survivor Trust of 10/30/08, and Teld, LLC’s Motion for Summary Judgment; and (2) Denying Nanyah Vegas,

27 LLC’s Counter-motion for Summary Judgment (the “Summary Judgment Order”), ¶¶ 4, 5(a)(ii), 5(b)(vii), 5(b)(viii), 7

(emphasis added).

28 ³ Compl., 7:18-9:2, filed July 31, 2013.

⁴ See generally Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

1 remanded, and that claim remains pending to this day.⁵

2 **B. The Relevant History of Eldorado.**

3 Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
4 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global (100%
5 owned by Huerta) and the Rogich Trust.⁶

6 In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
7 \$1,500,000.00, which eventually was deposited (temporarily) into Eldorado's bank account.⁷ In
8 October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for
9 \$3,000,000.00. Concurrently, the Flangas Trust purchased a 1/3 interest in Eldorado for
10 \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the
11 deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it
12 was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of
13 these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld
14 owned 60% of Eldorado, and the Rogich Trust owned 40% of Eldorado.⁸

15 **C. The Relevant Agreements.**

16 These transactions were memorialized into various written agreements. Nanyah was not
17 included as a named signatory on the agreements—however, they explicitly confirmed that the
18 Rogich Trust agreed to assume the obligation to pay Nanyah the \$1,500,000.00 it invested into
19 Eldorado.⁹ In fact, the relevant agreements, which memorialized these various transactions, state
20 that the Rogich Trust—*not Eldorado*—would be “*solely responsible*” for Nanyah's claim.

21 Specifically, the relevant agreements state the following:

22 ///

23 _____
24 ⁵ A separate lawsuit was filed by Nanyah on November 4, 2016, against the Rogich Defendants and the Eliades
25 Defendants. (*See generally* Compl., Case No. A-16-746239-C, filed November 4, 2016.) That matter was consolidated
with Case No. A-13-686303-C. The Eliades Defendants are longer parties to this case, as this Court entered summary
judgment in their favor on every one of Nanyah's claims. (*See generally* Summary Judgment Order.)

26 ⁶ Summary Judgment Order, ¶ 1.

27 ⁷ *Id.*, ¶ 2.

28 ⁸ *Id.*, ¶ 3.

⁹ *Id.*, ¶ 4.

➤ ***October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust:***

- “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. ***This will be [the Rogich Trust’s] obligation, moving forward....***”¹⁰

➤ ***October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global, and Huerta:***

- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. ***Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.***”¹¹
- “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].***”¹²

➤ ***October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld:***

- “The Rogich Trust will retain a one-third (1/3rd) ownership interest in [Eldorado] (subject to certain possible dilution or other indemnification responsibilities ***assumed by the Rogich Trust in the Purchase Documents.***”¹³

¹⁰ October 30, 2008 Purchase Agreement, § 4, attached as Exhibit 1-A (emphasis added); *see also* Summary Judgment Order, ¶ 5(a)(ii).

¹¹ October 30, 2008 Membership Interest Purchase Agreement, § 8(c)(i), attached as Exhibit 1-B (emphasis added); *see also* Summary Judgment Order, ¶ 5(b)(vii).

¹² *Id.*, § 8(c)(ii) (emphasis added); *see also* Summary Judgment Order, ¶ 5(b)(viii).

¹³ Am. and Restated Op. Agreement, Recital B, attached as Exhibit 1-C (emphasis added); *see also* Summary Judgment Order, ¶ 5(c)(i).

D. The Summary Judgment Order.

As explained above, on October 5, 2018, the Court entered summary judgment against Nanyah and in favor of the Eliades Defendants, dismissing each and every one of Nanyah's claims against the Eliades Defendants. However, for the purposes of this Motion, this Court's Summary Judgment Order is particularly meaningful because the Court definitively determined that Nanyah has an adequate contractual remedy at law for the return of its \$1,500,000.00. That remedy is against the Rogich Trust—not against Eldorado. Specifically, the Court found as follows:

- “The Rogich Trust *specifically agreed to assume* the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.”
- “Seller Go Global, however, will not be responsible to pay the Exhibit A claimants their percentage or debt. *This will be Buyer[] The Rogich Trust's obligation.* The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.”
- “[T]he Rogich Trust shall remain solely responsible for any claims by any of the above referenced entities set forth in this section above.”
- “[A]ny 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.*”
- “The October 30, 2008, Purchase Agreement states that *the Rogich Trust specifically agreed to assume* the obligation to pay Nanyah its percentage or debt.”¹⁴

Since this Court has already determined that Nanyah has an adequate contractual remedy at law against the Rogich Trust, any equitable claims against Eldorado must be dismissed as a matter of law.

III. ARGUMENT

A. There Is Good Cause to Extend the Dispositive Motion Deadline.

Under N.R.C.P. 16(b), “[a] schedule shall not be modified except by leave of the judge or a discovery commissioner upon a showing of good cause.” There is good cause to modify the

¹⁴ See generally Summary Judgment Order, ¶¶ 4, 5(a)(ii), 5(b)(vii), 5(b)(viii), 7 (emphasis added).

Scheduling Order in this matter and allow for another dispositive motion. First, the Court—at the request of the Rogich Defendants—recently continued the trial date to April 22, 2019. Although there may not have been sufficient time for this Court to entertain another dispositive motion while the trial was scheduled for November of 2018, there is now. Second, this Motion for Summary Judgment did not ripen until this Court determined that Nanyah had an adequate contractual remedy at law against the Rogich Trust. That occurred on October 5, 2018, well past the June 1, 2018 dispositive motion deadline. Thus, Eldorado could not have filed this Motion for Summary Judgment prior to the current dispositive motion deadline. Third, it would be entirely inefficient and inequitable to force Eldorado to participate in a five-day trial when this Court’s recent Summary Judgment Order demands that Eldorado should be dismissed from this matter entirely. This Court should extend the dispositive motion deadline in order to entertain and decide Eldorado’s Motion for Summary Judgment.

B. Legal Standard for Summary Judgment.

“Summary judgment is appropriate and ‘shall be rendered forthwith’ when the pleadings and other evidence on file 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.’” *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (quoting N.R.C.P. 56(c)). “[T]he non-moving party must, by competent evidence, produce specific facts that demonstrate the presence of a genuine issue for trial.” *Elizabeth E. v. ADT Sec. Sys. W., Inc.*, 108 Nev. 889, 892, 839 P.2d 1308, 1310 (1992). The non-moving party’s burden must be borne on each and every element of its claims for relief; “[w]here an essential element of a claim for relief is absent, the facts, disputed or otherwise, as to other elements are rendered immaterial and summary judgment is proper.” *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 446-47, 956 P.2d 1382, 1386 (1998).

C. Nanyah’s Contractual Remedy Against the Rogich Trust Bars Its Equitable Claim for Unjust Enrichment Against Eldorado as a Matter of Law.

Unjust enrichment is an equitable claim. *Wynn Las Vegas LLC v. Tofani*, No. 69936, 2017 WL 6541827, at *6 n. 7 (Nev. Ct. App. Dec. 14, 2017) (“An equitable claim like unjust enrichment requires no proof whatsoever of intent or state of mind; it’s a strict liability claim based solely on

1 notions of equity.”); *see also generally Las Vegas Fetish & Fantasy Halloween Ball, Inc. v. Ahern*
2 *Rentals, Inc.*, 124 Nev. 272, 274, 182 P.3d 764, 766 (2008) (referring to unjust enrichment as an
3 “equitable claim.”) “Nevada recognizes the general rule that an equitable claim, like unjust
4 enrichment, is not available where the plaintiff has a full and adequate remedy at law.” *Small v.*
5 *Univ. Med. Center of Southern Nev.*, 2016 WL 4157309, at *3 (D. Nev. Aug. 3, 2016) (citing *In re*
6 *Wal-Mart Wage & Hour Emp’t Prac. Litig.*, 490 F. Supp. 2d 1091, 1125 (D. Nev. 2007) (citing *State*
7 *v. Second Judicial Dist. Court in & for Washoe Cty.*, 241 P. 317, 322 (Nev. 1925))).

8 Other jurisdictions are in accord:

- 9 ➤ *United States v. Bame*, 721 F.3d 1025, 1031 (8th Cir. 2013) (“[I]t is the existence of an
10 adequate legal remedy that precludes unjust enrichment recovery.”) (interpreting Minnesota
11 law);
- 12 ➤ *Buckner v. Kennard*, 99 P.3d 842, 857 (Utah 2004) (“[T]he general rule is that equitable
13 jurisdiction is precluded if the plaintiff has an adequate remedy at law and will not suffer
14 substantial irreparable injury.”);
- 15 ➤ *Delahunt v. Cytodyne Tech.*, 241 F.Supp.2d 827, 841 (S.D. Ohio 2003) (“The equitable claim
16 of unjust enrichment fails when a legal remedy is available.”);
- 17 ➤ *In re Managed Care Litig.*, 185 F.Supp.2d 1310, 1337 (S.D. Fla. 2002) (“It is blackletter law
18 that ‘the theory of unjust enrichment is equitable in nature and is, therefore, not available
19 where there is an adequate legal remedy.’”) (citation omitted).

20 This Court has definitively determined—via the Summary Judgment Order—that Nanyah has
21 an adequate contractual remedy against the Rogich Trust. Further, the subject of Nanyah’s
22 contractual remedy against the Rogich Trust is synonymous with Nanyah’s unjust enrichment claim
23 against Eldorado—*i.e.*, the \$1,500,000.00 payment. Although Nanyah may have been able to plead
24 and pursue alternative theories for a period of time, once this Court determined that there is a valid
25 contract obligating the Rogich Trust to Nanyah for the \$1,500,000.00 payment, Nanyah’s ability to
26 seek equitable relief was permanently foreclosed. *See Maintenance Enterprises, LLC v. Orascom*
27 *E&C USA*, Case No. 3:16-cv-00014-SMR-CFB, 2017 WL 6997892, at *3 (S.D. Iowa Nov. 13,
28 2017) (“MEI’s claim for unjust enrichment against Iowa Fertilizer is indeed precluded because MEI

1 has an adequate remedy at law against OEC for breach of contract.”). Therefore, summary judgment
2 should be entered in Eldorado’s favor, dismissing Nanyah’s unjust enrichment claim with prejudice.

3 **IV. CONCLUSION**

4 For the foregoing reasons, summary judgment should be entered against Nanyah and in favor
5 of Eldorado with respect to Nanyah’s unjust enrichment claim. Because that is Nanyah’s only
6 pending claim, Eldorado should be dismissed from this case entirely and with prejudice.

7 DATED this 25th day of January, 2019.

8 BAILEY ♦ KENNEDY

9
10 By: /s/ Joseph A. Liebman

11 DENNIS L. KENNEDY

12 JOSEPH A. LIEBMAN

13 *Attorneys for Defendant*

14 ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 25th day of January, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S MOTION TO EXTEND THE DISPOSITIVE MOTION DEADLINE AND MOTION 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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/s/ Sharon L. Murnane
Employee of BAILEY ❖ KENNEDY

EXHIBIT 1

EXHIBIT 1

DECLARATION OF JOSEPH A. LIEBMAN

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am counsel of record for Eldorado Hills, LLC ("Eldorado").

2. I make this Declaration in support of Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment, filed in *Huerta v. Rogich, et al.*, Case No. A-13-686303-C, consolidated with *Nanyah Vegas, LLC v. Teld, LLC, et al.*, Case No. A-16-746239-C (the "Consolidated Action").

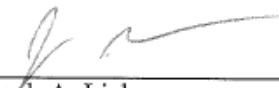
3. Attached hereto as Exhibit 1-A is a true and correct copy of the October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and the Rogich Trust.

4. Attached hereto as Exhibit 1-B is a true and correct copy of the October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust, Teld, Go Global, and Carlos Huerta.

5. Attached hereto as Exhibit 1-C is a true and correct copy of the October 30, 2008 Amended and Restated Operating Agreement between the Rogich Trust, the Flangas Trust, and Teld.

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

EXECUTED this 25th day of January, 2019.



Joseph A. Liebman

EXHIBIT 1-A

EXHIBIT 1-A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

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1. Sale and Transfer of Membership Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the consideration set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric 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.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

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

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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(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