

ALPHABETICAL

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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
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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
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Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Amended Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/7/19	33	JA_008073-8106
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Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment	6/14/18	11	JA_002553-2569
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3	Trustee of the Rogich			
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14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
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20	Defendants Sigmund	3/22/19	25	JA_006040-6078
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22	Trustee of the Rogich			
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13	Minutes	4/18/19	29	JA_007104-7105
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3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
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4	Rogich, Individually and as			
5	Trustee of the Rogich			
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18	Individually and as Trustee			
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	LLC			
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4	Attorneys' Fees and Costs			
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7	Defendant's Motion for			
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10	Opposition to Rogich			
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13	Nanyah Vegas, LLC's	3/20/19	25	JA_005908-5991
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15	Defendants' Motion in			
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23	Compel			
24	Nanyah Vegas, LLC's	10/12/18	14	JA_003428-3439
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	Nanyah Vegas, LLC's Reply	3/14/19	23	JA_005672-5684
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1	Nanyah Vegas, LLC's Reply	5/15/18	8	JA_001826-1829
2	in Support of Motion to			
3	Continue Trial and to set			
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4	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009033-9040
5	in Support of Motion to			
6	Retax Costs submitted by			
7	Eldorado Hills, LLC, Peter			
8	Eliades, Individually and as			
9	Trustee of the Eliades			
10	survivor Trust of 10/30/08,			
	and Teld, LLC's			
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11	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009041-9045
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13	Retax Costs Submitted by			
14	Sigmund Rogich,			
15	Individually and as Trustee			
16	of the Rogich Family			
17	Revocable Trust, and			
18	Imitations, LLC's			
19	Memorandum of Costs and			
20	Disbursements Pursuant to			
21	NRS 18.005 and NRS			
22	18.110			
23	Nanyah Vegas, LLC's Reply	3/27/19	25	JA_006114-6134
24	in Support of Motion to			
25	Settle Jury Instructions			
26	Based Upon the Court's			
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1	Nanyah Vegas, LLC's Reply	10/3/18	14	JA_003397-3402
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3	Limine #3 re: Defendants			
4	Bound by Their Answers to			
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	of NRS 163.120			
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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			
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18	Nanyah Vegas, LLC's	10/31/18	14	JA_003440-3453
19	Supplemental Pretrial			
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26	Notice of Appeal	4/14/2020	38	JA_009229-9231

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

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

1	Opposition to Eldorado	6/19/18	12	JA_002917-2951
2	Hill's Motion for Summary			
3	Judgment and			
4	Counter-motion 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	Counter-motion for Summary			
10	Judgment			
11	Opposition to Motion for	3/19/18	6	JA_001265-1478
12	Summary Judgment;			
13	Counter-motion for Summary			
14	Judgment; and			
15	Counter-motion 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			

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

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

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

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

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

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	Counter-motion for Summary			
3	Judgment; and			
4	Counter-motion for NRCP			
	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			

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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
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
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)			

1	Summons – Civil (The	12/16/16	4	JA_000810-813
2	Eliades Survivor Trust of			
3	10/30/08)			
4	Summons – Civil (The	12/16/16	4	JA_000799-802
5	Rogich Family Irrevocable			
6	Trust)			
7	Summons – Sigmund	12/22/16	4	JA_000814-817
8	Rogich			
9	Summons – Teld, LLC	12/16/16	4	JA_000796-798
10	The Rogich Defendants’	4/21/19	30	JA_007134-7145
11	Memorandum of Points and			
12	Authorities Regarding			
13	Limits of Judicial Discretion			
14	Regarding Notice			
15	Requirements Provided to			
16	Trust Beneficiaries Under			
17	NRS Chapter 163			
18	Transcript of Proceedings,	4/23/19	30	JA_007148-7164
19	Jury Trial, Hearing on April			
20	22, 2019			
21	Transcript of Proceedings,	2/12/2020	37	JA_009069-9097
22	Motions, Hearing January			
23	30, 2020			

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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. 16** 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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DATED: This 9 day of July, 2021.



JODI ALHASAN

1 quickly.

2 THE COURT: It wasn't to make you talk faster. It's
3 just to make sure that I provided courtesy to you.

4 MR. LIEBMAN: Understood. Thank you.

5 With respect to the Eldorado Hills motion for summary
6 judgment, Nanyah only has one claim against Eldorado Hills, the
7 equitable claim of unjust enrichment. As this Court is well
8 aware no doubt, one indispensable element of that claim is a
9 proof of a benefit to the defendant, in this case, proof of a
10 benefit to Eldorado Hills. Thus all the Court needs to decide
11 with respect to this particular motion is who actually
12 benefited from Nanyah's \$1.5 million payment in December
13 of 2007. The following undisputed facts make it clear that
14 Eldorado Hills was not the beneficiary of Nanyah's \$1.5 million
15 payment.

16 First, Nanyah made this payment in December of 2007.
17 At that particular time, TELD LLC, the Eliades trust had no
18 involvement with the entity, had no involvement with the
19 property. A ruling that Eldorado Hills is liable would
20 essentially force liability on the current ownership of
21 Eldorado Hills despite the fact that they had no involvement
22 with this particular claim, and they'd be forced to foot the
23 bill for an alleged debt they never assumed.

24 Second, the vast majority of Nanyah's payment did not
25 stay in Eldorado Hills' bank account for more than a few days.

1 The undisputed facts show that Carlos Huerta, who was an
2 Eldorado Hills member at the time, quickly paid himself
3 approximately 95 percent of this money to his company Go
4 Global. Go Global is the one who actually retained these
5 funds.

6 Third, Huerta claims that he took this money to pay
7 him back for covering a Rogich trust capital contribution
8 shortfall. Thus it paid off a Rogich trust debt to Eldorado
9 Hills. It did not pay off a debt from Eldorado Hills to Huerta
10 or Go Global for covering these funds. Ultimately the person
11 that was responsible to pay these funds, which ultimately was
12 paid back to Huerta, was the Rogich trust.

13 Fourth, in 2008, when TELD LLC does become involved
14 with the company, they put forward these explicit agreements
15 that address Nanyah's potential claim -- that's the word it
16 uses, a potentially claim -- and it explicitly says that the
17 Rogich trust and the Rogich trust alone was solely responsible
18 for this debt.

19 As we stated numerous times throughout the briefs,
20 the Rogich trust and Eldorado Hills are not one and the same.
21 The parties never agreed that Eldorado Hills would be liable
22 for this particular debt because Eldorado Hills did not
23 actually benefit from the payment. Rogich did.

24 Based on these undisputed facts, Eldorado Hills was
25 an innocent temporary recipient of Nanyah's funds. It had

1 access to them for a few days. The funds were used to pay back
2 a Rogich trust capital contribution shortfall that was covered
3 with an additional capital contribution from Huerta or Go
4 Global. Under NRS 86.391, Rogich was required to pay this
5 money to Eldorado Hills. Huerta paid it instead and then used
6 Nanyah's money to pay himself back.

7 In other words, Eldorado Hills never received
8 anything that it wasn't already entitled to. It was entitled
9 to contributions from its members to pay any expenses that the
10 company had, and that's exactly what happened in this case.
11 The capital contributions should have been made 50-50 by Rogich
12 and by Huerta. Huerta covered the shortfall, and when Nanyah's
13 money came back, Huerta took that money to pay himself back.

14 Eldorado Hills never received anything it wasn't
15 already entitled to. It just received it from a different
16 owner of the company. Under these undisputed facts, we don't
17 believe there's any way you can hold Eldorado Hills liable
18 under the equitable theory of unjust enrichment.

19 THE COURT: Thank you. The opposition and
20 counter-motion, please.

21 MR. SIMONS: Oh, yes, Your Honor. A number of
22 things. The majority of what you just heard was not supported
23 by actually the evidence, and a lot of that is argument of
24 counsel. We point that out in our briefing. We show that what
25 happened was Sigmund Rogich through his trust was unable to

1 contribute for a debt that was owed by Eldorado Hills.
2 Eldorado Hills owed \$3 million to another investor. So what
3 happens when the -- Mr. Rogich can't pay his bills?

4 So Carlos Huerta -- who is the managing member
5 running the whole show, admittedly had the full authority over
6 the finances of Eldorado Hills to invest and to take loans --
7 received a loan, brought in additional money because there was
8 a shortfall in the bank account of Eldorado Hills to pay this
9 \$3 million.

10 So what Mr. Huerta does is -- it's not a capital
11 contribution. It's booked in the general ledger as a loan.
12 The bulk was treated as a loan. He over pays. Mr. Huerta
13 contributes the same amount as Mr. Rogich, which was about
14 780,000. They both put it in. That brings us up to about 1.5.
15 There's a shortfall of 1.5 million. So Mr. Huerta obtains a
16 loan. So on the books, Eldorado Hills has a loan outstanding.
17 So and that's to one of Mr. Huerta's entities.

18 So then what happens is Mr. Huerta keeps going out
19 there trying to find investors to keep this project alive and
20 from collapsing, and that happens to be my client. My client
21 puts in 1.5 million. Originally, before current counsel came
22 into the case, the contention by Eldorado Hills was we never
23 received any money.

24 Now, over the course of this litigation and their
25 review and new counsel is jumping in and saying, oh, boy, the

1 Eldorado Hills records actually reflect that Eldorado Hills
2 received the money. Carlos Huerta says Eldorado Hills received
3 the money. The general ledger says it. Everybody admits,
4 including Mr. Rogich, that Eldorado Hills received my client's
5 money, goes into the bank account, and then what happens?
6 Well, that's not our responsibility of what happens next.

7 Internally, Eldorado Hills uses that money to repay a
8 loan obligation to Mr. Huerta's company, and what Eldorado
9 Hills comes in and says today, Well, we're an innocent
10 temporary recipient. Now, they're admitting they're a
11 recipient. That's now. We're a recipient, a recipient. We
12 got your money, but we don't want to pay it back. That's the
13 bottom line. That's why we're going to trial.

14 Eldorado Hills, we don't want to pay it back because
15 we only kept it for a short time, but there's no temporal
16 component on unjust enrichment. There's no, hey, if you hold
17 it for a second versus where you hold the money for a year. So
18 the temporary doesn't mean anything, and innocent clearly
19 doesn't mean anything because there is no mens rea with regards
20 to this unjust enrichment claim, which is one of the claims.

21 There's additional claims because it says did you
22 receive it? Yes. Did you use it? Absolutely. The evidence
23 is undisputed that Eldorado Hills used that money to pay a
24 debt. They used our money to satisfy one of their obligations.
25 Should we be entitled to receive that? Yes. Is that

1 documented? Yes. Every agreement points it out.

2 In fact, Mr. Eliades says -- we put this in our
3 briefing at page 16 --

4 Did you understand that when you
5 acquired some of Rogich Trust's interest that
6 it held in Eldorado Hills that it was still
7 subject to the terms and conditions of the
8 original purchase agreement whereby said
9 Rogich bought it?

10 Answer, yes. Mr. Rogich told me he was
11 going to pay it back.

12 We show that. And what we did have before if you
13 remember going back March, April, we had a summary judgment on
14 this [unintelligible]. After that, we took the deposition of
15 Mr. Eliades, Doris Eliades, Mr. Rogich, and Melissa Olivas
16 [phonetic]. It's replete with, yes, the money came in. The
17 money needed to be repaid.

18 Now, does Eldorado have an obligation? Of course it
19 does. It received the money. It used it for a business
20 purpose, and to the extent you -- I did the research. I
21 couldn't find anything that says innocent temporary recipient
22 as a defense to anything. Maybe my search wasn't correct, but
23 clearly I wanted to see it because, hey, I'd never heard that
24 before. I want to see if that's something in the law. It's
25 not.

1 In addition to this claim of unjust enrichment, we've
2 brought to the attention of the Court in our prior briefing
3 that we're pursuing claims, direct claims against Eldorado's
4 third-party beneficiary. We're a third-party beneficiary of
5 these obligations. Eldorado received the money. It's
6 documented in the contract. Plus, we have Mr. Huerta as the
7 managing member saying we have an obligation. We, Eldorado
8 Hills has an obligation to Nanyah to repay this money. So that
9 is in place still from our perspective.

10 Now, I recognize, if you remember going back,
11 Eldorado Hills joined in the prior summary judgment, and this
12 is another bite at the apple, kind of coming up with the same
13 argument. I don't know if there is really much more you want
14 from me because I think this Court really understands the facts
15 or at least the underlying facts, and that's why both prior
16 summary judgments were denied.

17 We put a countermotion together, which they opposed,
18 but keep in mind, the countermotion, if you actually look at
19 technically there's a summary of everything we say in our
20 opposition, both the facts and the law. So even if take off
21 the last four pages, you still have the same basis in our
22 opposition in which you shouldn't grant summary judgment to us,
23 and that means, you know, the Court when faced with competing
24 motions for summary judgment or a stand-alone summary judgment
25 is to evaluate is there a question of fact. Should one side or

1 the other be entitled to relief, or alternatively the Court
2 could say look, Mr. Simons, I'm not going to consider your
3 motion for your countermotion, but I'm going to deny the motion
4 that has been asserted by Eldorado Hills.

5 Those are my arguments. I'm not sure -- do you need
6 anything else from me on that?

7 THE COURT: I don't.

8 MR. SIMONS: Thank you.

9 THE COURT: Thank you. Your response and reply,
10 please.

11 MR. LIEBMAN: Thank you, Your Honor.

12 Your Honor, the vast majority of what Mr. Simons got
13 up here and said was, hey, this is not a capital contribution
14 that Huerta made. It was a loan, and that's what the general
15 ledger says. That's incorrect.

16 Exhibit 2H to the motion, PLTF568, when it talks
17 about Rogich providing \$2,230,000 to cover the Antonio Nevada
18 payment, it explicitly says in the general ledger cc to cover
19 Antonio Nevada payment, capital contribution to cover Antonio
20 Nevada payment. The next line for something else talks about a
21 loan. This was not a loan. This was a capital contribution.

22 Now, why is that important? Under NRS 86.321, I
23 believe -- let me get that, -391, I apologize, members of the
24 company owe capital contributions to the entity. They are
25 required to make those capital contributions. This is not a

1 loan. This is not Huerta providing something outside of the
2 capital contributions it was required to make where Eldorado
3 was then obligated to pay it back. This was an obligation that
4 the Rogich trust and Huerta had to the entity to cover the
5 expenses on this Antonio Nevada payment, and this makes sense.

6 We're talking about an entity here that's only
7 controlled by the members. Who actually benefits from money
8 coming into the company is not the entity; it's the members
9 because they're the ones who stand to profit from the money
10 coming into the company. So to say that an entity which has
11 only said that -- is only subject to what the members are doing
12 is directly benefiting when that money comes into the company
13 is not true.

14 The entity is entitled to receive those funds to
15 cover the expenses, and that's exactly what happened here.
16 That's why they're an innocent recipient of the funds, and I
17 added temporary in there because they only had it for a few
18 days. They're not using that to pay a business expense. That
19 money is -- the Nanyah money is being paid back to Huerta to
20 cover or something that the Rogich Trust owed. So Rogich Trust
21 is the beneficiary, as well as Huerta who's actually getting
22 paid back for providing that additional capital contribution.
23 It's almost like a distribution at that particular point in
24 time.

25 Mr. Simons also said he couldn't find anywhere in the

1 law that's this innocent recipient theory. Well, evidently he
2 didn't look at page 9 of the motion; this is a line directly
3 from Certified Fire Protection V Precision Construction, Inc.,
4 which is a Nevada Supreme Court case from 2012. It says,

5 The principles of unjust enrichment will
6 not support the imposition of liability that
7 leaves an innocent recipient worse off than
8 if the transaction with the claimant had
9 never taken place.

10 That's exactly what we're arguing here. Yes, they
11 were a recipient for three days. They were an innocent
12 recipient because they didn't benefit from any of this money,
13 and they didn't have -- they didn't get any actual use out of
14 any of this money, aside from maybe the \$80,000 that Huerta
15 didn't use to pay himself back, but the bottom line is that's
16 controlling, binding Nevada law.

17 We also cited Drover [phonetic] on the following page
18 of the motion where a Court, District of Nevada Federal Court
19 dismissed an unjust enrichment claim on a motion to dismiss
20 finding that the particular defendant in that case was an
21 innocent recipient of the funds.

22 So based on that, we think the facts are essentially
23 undisputed in this case. The general ledger that they are
24 relying on to say this was a loan doesn't say it was a loan.
25 It says it was a capital contribution, and the bottom line is

1 the only reason that these funds were paid back to Huerta was
2 to cover a shortfall from the Rogich Trust. So Eldorado Hills
3 did not benefit from this particular payment. Thank you, Your
4 Honor.

5 THE COURT: Thank you, both.

6 MR. SIMONS: Your Honor, may I just, so the record is
7 clear?

8 THE COURT: Of course you may.

9 MR. SIMONS: 2H, which wasn't referenced, that
10 page 277, it identifies that the \$3 million were paid to
11 Antonio Nevada. At the next page, 278, and it shows in there
12 essentially 2.23 advanced at 278 by Go Global, Carlos Huerta,
13 contribution between cc, which is a capital contribution and
14 a loan. So it was called out in the books that there was a
15 loan that had been obtained to pay off Antonio Nevada.

16 MR. LIEBMAN: Where are you looking?

17 MR. LIONEL: What are you looking at?

18 MR. SIMONS: 278. Right there.

19 THE COURT: Thank you. Mr. Liebman, it's your
20 motion. You get the last word.

21 MR. LIEBMAN: Okay. Just to that point, when it's
22 talking about the payment that was made, \$2.23 million, it says
23 capital contribution to cover Antonio Nevada payment on
24 PLTF568, page 278, that Exhibit 2H.

25 THE COURT: Is there anything further?

1 MR. LIEBMAN: No, Your Honor.

2 THE COURT: All right. So this is the Eldorado Hills
3 motion for summary judgment with an opposition and
4 countermotion. The motion will be denied for the reason that
5 there are conflicting facts with regard to the issue --
6 conflicting facts with regard to the issue of benefit.

7 I realize it's an unjust enrichment claim. I realize
8 that the innocent recipient is a recognized status of Nevada
9 law, but I think there are issues of fact that are in dispute
10 here with regard to movant received funds, used them for whose
11 benefit? There's an argument as to who benefited from that.
12 Regardless of whose debt it was, did Eldorado get the benefit
13 by the payment of the money? It's still arguable to me.

14 So I'm going to deny that motion for summary
15 judgment. I also deny the countermotion and deny the motion to
16 strike it.

17 You guys have a jury trial coming up in November.
18 I'm really hesitant unless the facts are clearly undisputed,
19 and they weren't clearly enough undisputed to me in that
20 matter.

21 So now we have the motion of Rogich -- I'm sorry.

22 MR. LIEBMAN: The Eliades defendant's motion.

23 THE COURT: The Eliades motion, yeah. That's
24 correct.

25 MR. LIEBMAN: Your Honor, this particular motion

1 is --

2 THE COURT: You know, let me go back to the other
3 one. With regard to the denial, there's also an issue about
4 how much Eldorado was enriched by the payment to Global, GC
5 Global.

6 MR. LIEBMAN: Okay.

7 THE COURT: That's also an issue of fact that I
8 identified.

9 Okay. Now, that takes us to the last motion which is
10 the Eliades individually and TELD's motion for summary
11 judgment.

12 MR. LIEBMAN: Yes, Your Honor. And the Eliades
13 Trust. It's essentially Pete and his entities, and this motion
14 is, the vast majority of it is strict in factual
15 interpretation. So we believe it is certainly ripe for summary
16 judgment review.

17 There's a few undisputed facts that certainly come
18 into play. Again, I mentioned them before, but it's undisputed
19 that Nanyah's payment, the \$1.5 million occurred in December
20 of 2007. It's undisputed that none of the Eliades
21 defendants -- TELD, Peter Eliades or the Eliades Trust -- had
22 any involvement with Eldorado Hills at that time, and it was
23 not until 10 months later TELD LLC purchased an interest in
24 Eldorado Hills.

25 Despite these undisputed facts, Nanyah sued all of

1 the Eliades defendants for various third-party beneficiary
2 contract claims. Yet the contracts at issue do not contain any
3 promise by the Eliades defendants for Nanyah's benefit. On the
4 contrary, each and every contract explicitly states that solely
5 the Rogich Trust will be responsible for Nanyah's potential
6 claim.

7 The Nevada Supreme Court in Tracy V -- Liptchi
8 [phonetic] V Tracy [phonetic] Investment Company addressed a
9 very similar third party beneficiary to the one being advanced
10 by Nanyah and explicitly rejected it. It essentially said
11 there is no evidence in the contract, there was no language in
12 the contract that this party to the contract actually assumed
13 the obligation.

14 The same situation we have here. There is no
15 language that they can point to in any portion of the
16 agreements that they're suing under that says the Eliades
17 defendants, any of them, are going to pay Nanyah for its
18 \$1.5 million payment, and Nanyah completely ignores Tracy in
19 its opposition, instead pointing to a boilerplate successors
20 and assigns provision as an argument to extend contractual
21 liability to the Eliades defendants.

22 Again, the Nevada Supreme Court explicitly rejected
23 this precise argument in Southern Pacific Company V
24 Butterfield. In that case, they said even with a boilerplate
25 successors and assigns provision, without some language in the

1 agreement showing some sort of an assumption of that
2 obligation, there is no contractual liability as a matter of
3 law, and Nanyah cannot point to any such language.

4 In fact, all of the relevant agreements, including
5 the 2012 agreement where the Eliades Trust purchased the Rogich
6 Trust interests, explicitly say that they are purchasing those
7 interests free and clear of any liens or encumbrances.
8 Therefore, the theory, and I don't think it really makes much
9 legal sense, but Nanyah seems to think that somehow its claim
10 formally attached or there was some sort of a security interest
11 or some sort of formal lien that was attached to the Rogich
12 Trust shares. They haven't come forth with any sort of legal
13 theory to show why that would be the case. All the agreements
14 do is say that the Rogich Trust is going to be responsible for
15 that potential claim.

16 But even if it did have some sort of attachment under
17 a theory that they haven't mentioned, the agreements that my
18 client signed explicitly say that they're taking those shares
19 free and clear of any interests -- free and clear of any liens
20 or encumbrances under those shares. So that essentially is the
21 gist of the contract arguments.

22 There's also two tort claims that are currently
23 pending against the Eliades defendants. A tortious implied
24 breach of the covenant of good faith and fair dealing in a
25 civil conspiracy claim. Now, the tortious implied covenant

1 claim relies on the idea that there's some sort of a special
2 relationship between evidently all of the Eliades defendants
3 and Nanyah because that's certainly what is required for that
4 particular claim.

5 Now, again, the undisputed facts show that the
6 Eliades defendants had no involvement with Nanyah back in 2007.
7 Nanyah's principal Yoav Harlap specifically said he's never
8 even talked to anyone, never even talked to Pete Eliades or
9 anyone associated with TELD or the Eliades Trust, and it seems
10 that they're relying on this idea that fiduciary duties flow
11 between members and managers of an LLC.

12 Well, Nanyah is not a member of Eldorado Hills.
13 That's why we're here today. That's why they're suing, because
14 they're claiming they should have been a member, but to say
15 that there was some automatic fiduciary relationship based on
16 the idea that they should have been a member is not supported
17 by any legal principle whatsoever.

18 The tortious implied covenant claim also requires
19 proof of grievous and perfidious misconduct. This was
20 essentially unaddressed in the opposition. They didn't even
21 use those terms. That's a required element of the claim. The
22 claim has been described as a rare and exceptional claim. It
23 doesn't -- it doesn't actually have -- it gets pled a lot, but
24 you don't actually succeed on that claim very much because you
25 need to show quite a few high level -- some high level

1 misconduct to actually prevail.

2 All that's being alleged against the Eliades
3 defendants is that they didn't pay a debt that the contract
4 says that they're not obligated to pay. I mean, that can't
5 rise to the level of grievous and perfidious misconduct.

6 With respect to the conspiracy claim, you essentially
7 have Eldorado Hills and its various owners and managers all
8 allegedly conspiring to not pay Nanyah this \$1.5 million or not
9 give Nanyah a membership interest in the company. The problem
10 with that is the intracorporate conspiracy doctrine essentially
11 says that that's the company conspiring with itself because all
12 of the agents of the company or the decision-makers at the
13 company -- which was TELD, which was the Rogich Trust -- is
14 essentially coming forward with this conspiracy to essentially
15 keep Nanyah from getting what it thinks it's entitled to.

16 And Nanyah obviously is going after the company as
17 well for this alleged -- that was the motion we just saw. So
18 the interests are aligned in this alleged conspiracy.
19 Obviously our position is it never happened, but even in this
20 alleged conspiracy, that the company and the agents' interests
21 are aligned to the point that you can't have anyone seeking
22 some sort of a personal interest, that's separate and apart
23 from what the company is looking to do, and we think under
24 those facts and that law, the civil conspiracy claim fails.

25 Finally, we also address the damages issue.

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1 Now, I know they're seeking specific performance. It
2 would certainly be our position that if the contract claims are
3 dismissed they certainly can't get specific performance against
4 any of the Eliades defendants, but with respect to their
5 monetary damages, they don't have any evidence to show if they
6 had actually gotten a membership interest in this company what
7 would that have been worth to them.

8 Would it have been a successful investment? What's
9 the value of the land worth that is the sole asset of the
10 company? What's the value of this membership in a closed
11 corporation? And we cited the case for you in the Nevada
12 Supreme Court where they said it's very difficult to value a
13 membership interest in a closed corporation such as Eldorado
14 Hills.

15 They have no expert testimony. They didn't come
16 forth with any evidence to try to prove up what their damages
17 would be, and we also pointed out the fact that under NRCP
18 16.1, in this particular case, filed in 2016, they've never
19 done any sort of a damages disclosure to show what their
20 damages theory is, what their computation is. They're relying
21 on a disclosure from 2013 and 2014 in a case that the Eliades
22 defendants weren't even defendants in relating to just saying I
23 have \$1.5 million in damages on the unjust enrichment claim.

24 Well, that's fine. I get that for an unjust
25 enrichment claim, but when you're suing us on a contract claim

1 and a tort claim and a conspiracy claim claiming you should
2 have gotten an interest in this company, well, what was that
3 worth? What's the value of that interest in the company?
4 There is no evidence of any of that. So that's the basis of
5 the motion, Your Honor.

6 THE COURT: Thank you. It's 11:09. Before we take
7 up the opposition, we have the intervening telephonic at 11:15.
8 I'm going to ask for a brief recess, and we'll convene as soon
9 as that -- reconvene as soon as that -- you can stay in
10 place -- as soon as that telephonic concludes. I just need a
11 minute to look at it, the telephonic.

12 MR. LIEBMAN: Understood, Your Honor.

13 THE COURT: Thank you both.

14 (Proceedings recessed 11:09 a.m. to 11:41 a.m.)

15 THE COURT: -- Eldorado Hills, A686303 and noting the
16 presence of all parties.

17 Mr. Liebman, have you finished your argument?

18 MR. LIEBMAN: I did, Your Honor.

19 THE COURT: All right. So the opposition, please,
20 and counter-motion, Mr. Simons.

21 MR. SIMONS: Are you ready? Do you want to take a
22 deep breath after all of that?

23 THE COURT: You know what, that is just one of those
24 cases, you know, where the lawyers all feel very entranced, and
25 they're all good lawyers. So, yes, we shake it off very fast

1 around here.

2 Let's go.

3 MR. SIMONS: Okay.

4 THE COURT: Let's try to get you guys out of here
5 within a reasonable time where you still have a chance to make
6 all of your arguments and your record.

7 MR. SIMONS: Sounds great. Let me just start out
8 with where we are today on this motion for summary judgment,
9 which is a regurgitation of the same arguments that were made
10 back by the Rogich defendants and the Eliades defendants
11 previously back in the March-April time frame. If you
12 remember, they moved for summary judgment on these exact same
13 claims, making these exact same arguments, citing the exact
14 same facts.

15 So I go through, and what we dealt with through pages
16 30, 31, 32, 35, et cetera, the existence of the special
17 relationship underlying the tortious breach of contract, and go
18 through the fiduciary duties among the partners and the members
19 and the managers. We briefed this all extensively before, and
20 the Court said issues of fact relating to this claim preclude
21 entry of summary judgment. So here we are again. We are now
22 at another summary judgment arguing the same thing.

23 So I'm going to step back a little bit because there
24 was some misconception as to what we're alleging under our
25 breach of contract claims. Now, the breach of contract --

1 THE COURT: Good. Because I'm really inclined to
2 grant the motion with regard to the tort claims.

3 MR. SIMONS: Do you want me to stay on that one?

4 THE COURT: Well, however, you want to --

5 MR. SIMONS: Okay. Let me come back to -- I don't
6 think the Court's in position of that, and I thank you for the
7 opportunity, and I'll deal with that.

8 But the contract-based claims is this. The contracts
9 were established, the purchase and sale agreement were
10 Mr. Rogich through his trust bought Go Global's interest, then
11 resold to these other entities, and the people rebuying were
12 TELD and the Eliades Trust, okay, and Mr. Eliades was involved.

13 Now, so I took Mr. Eliades's deposition. I said,
14 What did you understand these contracts meant? And he says --
15 again, Do understand that when you acquired some of the Rogich
16 Trust's interests that it held in Eldorado Hills that it was
17 still subject to the terms and conditions of the original
18 purchase agreement, and the original purchase agreement is
19 where the Rogich Trust says I will pay this obligation, or
20 there is a membership interest that will be assigned to it,
21 okay, and so that came from Go Global because Go Global said,
22 look, we either pay these people, or we give them a piece of
23 the company, okay. Rogich says we either pay these people, or
24 we give them a piece of the company. When TELD comes in and
25 says we understand that they're going to have to get paid, or

1 if not, some of what I hold may have to go to them.

2 So and then we have the binding on successors
3 contract. So we've got the entities in here holding these
4 assets that are subject to our claims. That's why they're in
5 there because it's contract based, and they have privity.
6 We've got to go through the contract theory.

7 Now jumping to the tortious claim, and here's what
8 we've established. First off, we've already had the Court face
9 this issue and said there was a question of fact with regard
10 not only to the existence whether there was a breach. Now, in
11 this instance, what we're coming up with that they're saying,
12 look, these defendants shouldn't be liable for tortious breach
13 of contract. Well, now we've just established they're under a
14 contract. They have privity under these contracts.

15 So as part of this contractual privity, do they also
16 have relationships independent of the contract? Absolutely.
17 They're members and managers of the LLC entity Eldorado Hills
18 itself. So we have standalone duties that are outside the
19 contract, not only within the contract, but they're
20 [unintelligible]. So you can either get the --

21 THE COURT: All right. So I understand you have a
22 breach of contract argument. What elevates it to a tort
23 argument?

24 MR. SIMONS: That's what I was explaining.

25 THE COURT: Okay.

1 MR. SIMONS: We have these special relationships. We
2 have the members and managers. These two entities -- the
3 Eliades Trust and TELD -- came in and operated the Eldorado
4 Hills LLC knowing well the entire time that my client has a
5 potential claim to being a member, also knowing my client has
6 these contractual rights. They knew it from day one.

7 Now, then what happens, in 2012, what do all these
8 entities do -- the Rogich Trust and the other defendants? They
9 do a secret assignment where the Rogich Trust pretends to
10 assign free and clear of any claim by my client the rest of
11 Rogich Trust's interest to the Eliades Trust and TELD, who
12 magically contended, oh, now we have it free and clear. So
13 first they start out with the deal saying absolutely we know
14 that this interest is subject to a claim by Nanyah.

15 A little bit down the line, let's ignore Nanyah.
16 Even though we know that they have this claim -- he admits it,
17 this is what he said, Mr. Eliades testified he was aware of the
18 contractual obligation because that's the way it was set up in
19 2008, the contractual obligation to honor Nanyah's investment.
20 So when we get into the 2012 time frame, we look at what did
21 they do? Did they communicate with us? No. Mr. Rogich, as we
22 said, as a manager, do you have fiduciary duties? Absolutely.
23 To investors? Absolutely. I detail all that. He admits the
24 fiduciary duties are owed.

25 And that just doesn't sit on Mr. Rogich. That sits

1 on Mr. Eliades, and the Eliades Trust and TELD who are all now
2 members and a couple of them are managers during the time. So
3 we have fiduciary duties that are admitted. We have activities
4 taken that deprive [unintelligible] don't disclose, that we
5 know a fiduciary duty requires disclosure, candor, honesty. We
6 have the admission that none of that happened towards my
7 client, and then we have everybody trying to go downstream
8 ignoring my client.

9 Now, so are those facts sufficient to get us to a
10 jury question? I believe so. I believe the jury looks at that
11 and says, wow, 2012 you guys knew, and then you undertook
12 activity to zero this entity out and not pay them? That's bad.
13 And you have fiduciary duties, and you have statutory duties
14 based upon -- and we briefed it all. I don't need to get into
15 it -- the manager member situation. So we have the existence,
16 and then we have facts that give rise to, wow, was that bad
17 enough that it would expose these individuals and entities to
18 liability? I believe so because I think that the breach of
19 contract -- excuse me, the breach of fiduciary duties, that's a
20 question of fact.

21 We've submitted sufficient facts to show you, look,
22 we've got an issue here. I don't know if it's going to hold up
23 to the jury. I think it is, but I don't think it's ripe for
24 summary judgment on that claim.

25 Now, do you want me to move on, or do you have any

1 questions on that one?

2 THE COURT: I don't.

3 MR. SIMONS: Now we get to the civil conspiracy, and
4 the argument is made the intracorporation theory. Now, we've
5 pointed that out. It does apply --

6 Oh, and let me jump back real quick. In the first
7 argument, I said I'd looked up the claim. I didn't look up
8 innocent beneficiary. I looked up innocent temporal or
9 temporary.

10 THE COURT: Right.

11 MR. SIMONS: I didn't see it because I thought maybe
12 there's something new, and that's the one. So I didn't mean to
13 misspeak if I did that there was no such theory.

14 Okay. So jumping in again.

15 THE COURT: Well, arguably it was not the exact
16 words.

17 MR. SIMONS: Right.

18 THE COURT: But I understand the difference.

19 MR. SIMONS: Okay. So on the civil conspiracy
20 aspect, that applies to individuals who are acting as agents of
21 a company, and we all know you can't conspire with the company
22 with whom you're employed. We can't -- you're not going to
23 create some kind of tort theory, but these weren't entities
24 that were employed. These were managers who weren't employees,
25 and we have them also in their investor capacity. So we have

1 to look at their capacity and determine whether these entities
2 enjoyed this type of immunity under a civil conspiracy, and we
3 briefed that, and we don't think that this is a factual
4 scenario where this intracorporate doctrine comes into play.
5 That's all I've got on the civil conspiracy.

6 THE COURT: Did you have more, or did you wish to
7 argue your countermotion?

8 MR. SIMONS: Well, obviously, yes, I'd like to argue
9 the countermotion, but it's essentially the same. You pick
10 this side or do you pick that side. I think the facts really
11 are not in dispute. We know we have the contracts. We know
12 the binding language. We know they have the admissions. We
13 know we have the statements of, yes, Eldorado's money went in.
14 We know we have the statements that Mr. Eliades says yes, I
15 took the ownership interest subject to these contractual
16 rights.

17 Oh, and the last thing I want to touch base with is
18 the damage argument. I think there's a little confusion on
19 this because the damage argument that we've presented is the
20 damages of our investment or specific performance of the
21 membership interest. Now, that's what's called out for under
22 the original purchase and sale agreement. Nanyah either gets
23 their money back, or they get their ownership interest.

24 The argument was made, well, we haven't asserted
25 claims for the value of that ownership interest, but we don't

1 have to because is specific performance. It's, like, I don't
2 have to tell you what the value of the house is. I get the
3 house. That's my theory. So to the extent that they are
4 saying they get summary judgment on a specific performance
5 because I haven't alleged damages, that's not the obligation on
6 that.

7 With regards to the contract-based claim of damages,
8 which is the return of our investment, that's been from day one
9 everybody knows it's 1.5 million. Opposing counsel even
10 acknowledged that component.

11 So that wraps it up.

12 THE COURT: Thank you, Mr. Simons.

13 MR. SIMONS: Thank you.

14 THE COURT: And the reply, please, and your response
15 to the counter-motion.

16 MR. LIEBMAN: Thank you, Your Honor.

17 These contractual arguments were not briefed two
18 months ago. The [unintelligible] for corporate conspiracy
19 doctrine was not briefed. The only thing that came up was the
20 special relationship argument; that was briefed on the Rogich
21 Trust perspective. We believe the perspective from the Eliades
22 defendants is very different because they weren't involved at
23 the time of this original investment.

24 With respect to the contractual claims, Mr. Simons
25 is, without arguing that the agreements are ambiguous, is

1 trying to bring in parol evidence of Mr. Eliada's testimony,
2 Mr. Rogich's testimony to try to claim what the parties
3 understood. The contract says what the parties understand.

4 And if you actually do look at the testimony, he
5 asked Mr. Eliades numerous times who was liable for this
6 obligation to Nanyah, and Mr. Eliades numerous times said not
7 me, not my entities. Mr. Rogich agreed to do that. He can't
8 point to any languages, any of these agreements that said that
9 Mr. Eliades agrees to pay this amount, and under the cases that
10 we cited, that's what's required. A boilerplate successors and
11 assigns provision that Mr. Eliades or TELD or the Eliades Trust
12 isn't even a party to cannot do that under binding Nevada law.

13 With respect to the tortious interference claim, I
14 mean, he's still not recognizing the idea that you need
15 grievous and perfidious misconduct. I mean, that's way out
16 there. There has to be something outrageous that raises a
17 breach of contract claim, which Your Honor said you're
18 skeptical of the idea that they even have that, to a tortious
19 breach of the implied covenant of good faith and fair dealing.

20 It seems like they're trying to reargue this
21 fraudulent transfer claim again. That was dismissed by Your
22 Honor on statute of limitations grounds. There's certainly no
23 evidence of anything that they put in their briefs that could
24 rise to a level of grievous and perfidious misconduct.

25 There's also they keep arguing there's, for the

1 special relationship, there's fiduciary duties flowing back and
2 forth, but he keeps saying I'm not a member of the company.
3 Nanyah is not a member of the company. So those fiduciary
4 obligations, they don't exist as a matter of law.

5 With respect to the civil conspiracy claim, we cited
6 some opinions in our brief. They don't have to be employees.
7 They just have to be agents of the company. He stood up here
8 and said that these are the managers of the company that are
9 doing this. They're doing this within the agency -- their
10 agency obligations to Eldorado Hills. So it is like Eldorado
11 Hills is conspiring with itself, which doesn't rise to the
12 level of a conspiracy claim.

13 It's not even an immunity. You keep calling it an
14 immunity. It's a lack of one of the elements, a combination of
15 two or more persons who come together to commit some sort of an
16 overt act to damage someone else. You don't have that
17 combination here because you essentially just have Eldorado
18 Hills.

19 With respect to the damages claim, again, if he
20 doesn't have contract claims, he doesn't have a specific
21 performance claim against my particular client. So that
22 doesn't get you around the damages issue.

23 To the extent he was going to claim some sort of
24 rescissionary damages or something like that, it was never
25 disclosed in any of his damages disclosure, and there is no

1 theory that he cited that says that's the correct measure of
2 damages for any of the claims that he's asserted. So we don't
3 think that there's proof of damages either.

4 THE COURT: Thank you.

5 MR. LIEBMAN: Thank you.

6 THE COURT: Does that address the counter-motion as
7 well?

8 MR. LIEBMAN: Yeah. I mean, the counter-motion
9 essentially was limited to the idea that they were
10 contractually liable in all this, and we believe it's actually
11 the exact opposite.

12 THE COURT: Good enough.

13 Mr. Simons, did you wish to have a further word?

14 MR. SIMONS: Oh, sure. The last component was,
15 remember, these entities are wearing a lot of different hats.
16 Eliades Trust and TELD are also wearing membership hats.
17 Membership interests do not fall within this intracorporate
18 theory. So, remember, these entities, we've got them all
19 through the activity of the contracts, and we've got them
20 within the organizational structure themselves, and that's what
21 I'm just trying to point out to the Court.

22 THE COURT: Thank you.

23 It's your motion. You get the last word.

24 MR. LIEBMAN: I'm just going to point out he hasn't
25 cited a single opinion or a single case that says that an owner

1 of a company who is the manager of the company when talking
2 about his ownership interest wears a different hat and then can
3 somehow subject himself to conspiracy liability because he's
4 acting for that interest as opposed to this interest.

5 The idea is they're alleging that \$1.5 million is
6 owed by Eldorado Hills and all the owners of Eldorado Hills.
7 The conspiracy claim is you didn't pay me this \$1.5 million.
8 All of the interests of the company and the agents of the
9 company are aligned, and therefore, that's why the
10 intracorporate conspiracy doctrine applies.

11 THE COURT: Go ahead, please.

12 MR. SIMONS: Well, I did actually cite a case, and
13 it's on page 29, almost identical facts to the situation, and
14 the Court said, Claims against other members of the company for
15 wrongful [unintelligible] to take assets and deprive the
16 plaintiff of its investment was not subject to dismissal.

17 THE COURT: What's the case? The case?

18 MR. SIMONS: Oh, I'm sorry. It is In Re Derivium
19 Capital, 380 Bankruptcy Reporter 407.

20 THE COURT: 380 Bankruptcy Reporter?

21 MR. SIMONS: 407.

22 THE COURT: 407. So again, at best, it's persuasive.

23 MR. SIMONS: Excuse me? Yes, persuasive. It's not
24 binding.

25 THE COURT: At best persuasive.

1 MR. SIMONS: Yeah.

2 THE COURT: I'll take a look at it. I am going to
3 take the matter under advisement. I was inclined to grant the
4 motion at least in part, but I heard some things today that
5 made me want to take another look at it. I will read the
6 bankruptcy court case you've cited, but it has to be a quick
7 turnaround because you've got some deadlines here. It will be
8 on my chambers calendar for August 7th, which is soon.

9 Then we have one last matter which was the motion
10 for -- I believe it was Mr. Lionel's motion for an expedited
11 hearing on the motions in limine. I had set them all --

12 MR. LIONEL: That's correct, Your Honor.

13 THE COURT: I had set them all in November, shortly
14 before your trial. You've got a firm trial date of August
15 13th. We set the motions in limine on November 1st, and
16 certainly I'm willing to move that date closer.

17 MR. LIONEL: Well, Your Honor, it's only eight
18 judicial days before the trial.

19 THE COURT: Right.

20 MR. LIONEL: And in preparation I should be able to
21 know whether or not certain things are precluded, and I don't
22 think the motion would take too much time, and I can see Your
23 Honor's calendar is quite busy.

24 THE COURT: We're busy here. That's actually a good
25 thing.

1 So are all parties in agreement that the matters
2 could be heard in October?

3 MR. LIEBMAN: That's fine with us, Your Honor.

4 THE COURT: The motions in limine.

5 MR. SIMONS: Yes. I understand it's only nine
6 motions in limine that are on file.

7 THE COURT: Well, there will be -- the deadline
8 hasn't passed. So there will be other motions, and what I'd
9 like to do is set them all on one day.

10 MR. SIMONS: I don't have a problem with that,
11 whatever works with the Court.

12 THE COURT: What I would suggest is that --

13 I assume the defense will also have motions in limine
14 because it is a jury trial; yes?

15 MR. LIEBMAN: I'm considering filing some motions in
16 limine, Your Honor.

17 MR. LIONEL: I may have some, Your Honor. As I'm
18 preparing, I find that things come up all the time, and we have
19 all that time even though Your Honor is very busy. We may file
20 some, Your Honor.

21 THE COURT: What I'm inclined to do is grant your
22 motion, set a date and time in October that's convenient for
23 everyone and just ask all of you to give me your availability
24 in October. I'll set it based upon your availability and when
25 I can do it. I'm going to suggest two to three hours. Will

1 that be sufficient time?

2 MR. LIONEL: How long, Your Honor?

3 THE COURT: Two to three hours.

4 MR. LIONEL: Oh, I don't think they should take that
5 time.

6 THE COURT: No. One to two hours?

7 MR. LIEBMAN: I think one to two is probably correct.

8 MR. LIONEL: Not more than --

9 THE COURT: One to two. That'll be easier to do. So
10 if you all by Monday at 5:00 give me your availability for
11 October, two hours.

12 You had something to say, Mr. Simons?

13 MR. LIONEL: And you want the oppositions to the
14 motion that have been filed --

15 THE COURT: I want them fully briefed, fully briefed
16 before you come in, on all sides.

17 MR. LIONEL: Fine, Your Honor.

18 MR. LIEBMAN: And I think we could probably talk with
19 each other and come up with some deadlines on the briefing
20 schedules.

21 THE COURT: Mr. Simons.

22 MR. SIMONS: We might be able to do that if we found
23 out what the Court's availability was because I have two trials
24 going in October. So it's very difficult for me to tell you
25 what my availability is, but I can do it, but it's going to be

1 kind of limited.

2 THE COURT: I have what's on this calendar. My
3 assistant knows what's really going to go and really what
4 isn't. So what we would do is match up your time with mine,
5 and if there isn't a time that works, then we'll be in touch.

6 MR. SIMONS: Okay.

7 THE COURT: Because I will find a time to give you a
8 couple of hours so you don't have to worry about people -- so I
9 don't have to worry about people paying lawyers to sit there
10 watching you argue.

11 MR. SIMONS: Okay.

12 THE COURT: So the motion will be granted at a time
13 to be determined in October that's available to all parties.

14 MR. LIONEL: We'll try to see what we can agree upon,
15 Your Honor. Thank you, Your Honor.

16 THE COURT: All right. Is there anything else to
17 bring up today?

18 MR. LIEBMAN: I don't believe so.

19 MR. SIMONS: I don't believe so. I think we got
20 everything, Your Honor.

21 THE COURT: Thank you all.

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MR. LIEBMAN: Thank you.

THE COURT: And I promise a quick turnaround on the matter under advisement.

(Proceedings recessed 12:02 p.m.)

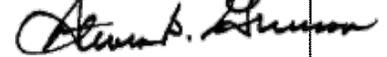
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ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case.

Dana P. Williams

Dana L. Williams
Transcriber

EXHIBIT E



ORDER (CIV)

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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

**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”)

2 Countermotion for Summary Judgment (the “Countermotion for Summary Judgment”). The Parties
3 appeared as follows:

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

10 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
11 on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

12 **UNDISPUTED MATERIAL FACTS**

13 ***The Relevant History of Eldorado***

- 14 1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
15 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
16 Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
- 17 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
18 \$1,500,000.00 which eventually was deposited into Eldorado’s bank account. At this time,
19 the Eliades Defendants had no involvement with Eldorado.
- 20 3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
21 Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in
22 Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas
23 Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado
24 than originally contemplated, it was later agreed that the Rogich Trust would re-acquire
25 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no
26 longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the
27 Rogich Trust owned approximately 40% of Eldorado.
- 28 4. These transactions were memorialized in various written agreements. Nanyah was not

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

4 **The Relevant Agreements**

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

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

8 i. “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills,
9 LLC ... equal or greater than thirty-five percent and which may be as high as
10 forty-nine and forty-four one hundredths (49.44%) of the total ownership
11 interests in the Company. Such interest, as well as the ownership interest
12 currently held by [the Rogich Trust], may be subject to certain potential
13 claims of those entities set forth and attached hereto in Exhibit ‘A’ and
14 incorporated by this reference (‘Potential Claimants’). [The Rogich Trust]
15 intends to negotiate such claims with [Go Global and Huerta’s] assistance so
16 that such claimants confirm or convert the amounts set forth beside the name
17 of each said claimants into non-interest bearing debt, or an equity percentage
18 to be determined by [the Rogich Trust] after consultation with [Go Global and
19 Huerta] as desired by [Go Global and Huerta], with no capital calls for
20 monthly payments, and a distribution in respect of their claims in amounts
21 from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the
22 Rogich Trust].”

23 ii. The October 30, 2008, Purchase Agreement states at Section 4 the following:
24 Seller [Go Global], however, will not be responsible to pay the Exhibit A
25 Claimants their percentage or debt. This will be Buyer’s [The Rogich Trust’s]
26 obligation. . . .” The Exhibit A Claimants include Nanyah and its
27 \$1,500,000.00 investment.
28

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

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

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

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

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

12 **ORDER**

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

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

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

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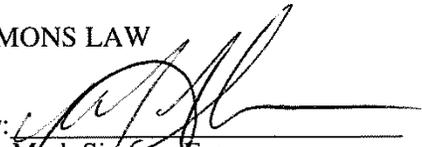
2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for
3 Summary Judgment is DENIED.

4 DATED this 1 day of Oct., 2018.

5
6 Nancy J. AHC
7 DISTRICT COURT JUDGE

8 Submitted by: 

9 SIMONS LAW

10 By: 
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., # 20
13 Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

14 Approved as to Form and Content:

15 BAILEY ♦ KENNEDY

16 By: _____
17 Dennis Kennedy, Esq.
18 Joseph Liebman, Esq.
19 8984 Spanish Ridge Avenue
20 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: _____
Samuel Lionel, Esq.
300 S. Fourth Street, Suite 1400
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Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC

EXHIBIT F-1

FARNHAM, DENISE

From: Sharon Murnane <SMurnane@baileykennedy.com>
Sent: Tuesday, September 04, 2018 11:43 AM
To: Mark@mgsimonslaw.com; LIONEL, SAM
Cc: Joseph Liebman
Subject: Nanyah Vegas, LLC v. Teld, LLC, et al., A-16-746239-C, consolidated with Carlos A. Huerta, et al. v. Sig Rogich, et al., A-13-686303-C
Attachments: 18.09.04 Judge Allf It re encls competing order.PDF

Please see the attached correspondence to Honorable Nancy L. Allf from Joseph A. Liebman of today's date with attachment.

Thank you.

Sharon Murnane
Litigation Assistant to
Joseph A. Liebman and
Paul Williams
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September 4, 2018

Via Hand Delivery

Honorable Nancy L. Alf
Eighth Judicial District Court, Dept. 27
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89101

Re: *Nanyah Vegas, LLC v. Teld, LLC, et al.*, A-16-746239-C, consolidated with
Carlos A. Huerta, et al. v. Sig Rogich, et al., A-13-686303-C

Dear Judge Alf:

Enclosed please find 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.

Nanyah Vegas, LLC's counsel, Mark G. Simons, will be submitting a competing order.

Sincerely,



Joseph A. Liebman

JAL/slm

Enclosure

cc: Mark G. Simons, Esq., Simons Law, PC, w-Encl. (via email: mark@mgsimonslaw.com)
Samuel S. Lionel, Esq., Fennemore Craig, P.C., w-Encl. (via email: slionel@fclaw.com)

JA_003792

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7

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

10 DISTRICT COURT
CLARK COUNTY, NEVADA

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

15 Plaintiffs,

16 vs.

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

20 Defendants.

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

22 Plaintiff,

23 vs.

24 TELD, LLC, a Nevada limited liability
company; PETER ELIADES, individually and
as Trustee of The Eliades Survivor Trust of
25 10/30/08; SIGMUND ROGICH, individually
and as Trustee of The Rogich Family
26 Irrevocable Trust; IMITATIONS, LLC, a
Nevada limited liability company; DOES I-X;
27 and/or ROE CORPORATIONS I-X, inclusive,

28 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

1 THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
2 individually (“Eliades”) and as Trustee of The Eliades Survivor Trust of 10/30/08 (the “Eliades
3 Trust”), and Teld, LLC’s (“Teld”) (collectively, the “Eliades Defendants”) Motion for Summary
4 Judgment (the “Motion for Summary Judgment”), and Nanyah Vegas, LLC’s (“Nanyah”)
5 Countermotion for Summary Judgment (the “Countermotion for Summary Judgment”). The Parties
6 appeared as follows:

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

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
14 on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

15 **UNDISPUTED MATERIAL FACTS**

16 **The Relevant History of Eldorado**

- 17 1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
18 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
19 Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
- 20 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
21 \$1,500,000.00 which eventually was deposited into Eldorado’s bank account for a few days.
22 At this time, the Eliades Defendants had no involvement with Eldorado.
- 23 3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
24 Eldorado for \$3,000,000.00. The Flangas Trust also purchased a 1/3 interest in Eldorado for
25 \$3,000,000.00, which was quickly transferred to Teld when the Flangas Trust backed out of
26 the deal. Because Teld ended up with a larger percentage of Eldorado than originally
27 contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado
28 from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no longer owned an

1 Eldorado membership interest, Teld owned 60% of Eldorado, and the Rogich Trust owned
2 approximately 40% of Eldorado.

- 3 4. These transactions were memorialized in various written agreements, none of which included
4 Nanyah as a party.

5 *The Relevant Agreements*

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

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

- 9 i. “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills,
10 LLC ... equal or greater than thirty-five percent and which may be as high as
11 forty-nine and forty-four one hundredths (49.44%) of the total ownership
12 interests in the Company. Such interest, as well as the ownership interest
13 currently held by [the Rogich Trust], may be subject to certain potential
14 claims of those entities set forth and attached hereto in Exhibit ‘A’ and
15 incorporated by this reference (‘Potential Claimants’). [The Rogich Trust]
16 intends to negotiate such claims with [Go Global and Huerta’s] assistance so
17 that such claimants confirm or convert the amounts set forth beside the name
18 of each said claimants into non-interest bearing debt, or an equity percentage
19 to be determined by [the Rogich Trust] after consultation with [Go Global and
20 Huerta] as desired by [Go Global and Huerta], with no capital calls for
21 monthly payments, and a distribution in respect of their claims in amounts
22 from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the
23 Rogich Trust].”

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

- 26 i. “[The Rogich Trust] is the owner, beneficially and of record, of the
27 Membership Interest, free and clear of all liens, encumbrances, security
28 agreements, equities, options, claims, charges, and restrictions, and [Teld] will

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receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.”

ii. “[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.”

iii. “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.”

iv. “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].”

v. “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

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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.”

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

- i. “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).”
- ii. “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.”
- iii. “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.”

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

CONCLUSIONS OF LAW

- 7. Nanyah’s contract theory rests upon a boilerplate successors and assigns provision contained in the October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust.
- 8. Under Nevada law, “[t]he fact that a contract or agreement contains a provision, as in the case at bar, ‘binding the successors, heirs, and assigns of the parties hereto,’ is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹

Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);

- 1 9. Further, “[a]n assignment ‘cannot shift the assignor’s liability to the assignee, because it is a
2 well-established rule that a party to a contract cannot relieve himself of his obligations by
3 assigning the contract. Neither does it have the effect of creating a new liability on the part
4 of the assignee, to the other party to the contract assigned, because the assignment does not
5 bring them together, and consequently there cannot be a meeting of the minds essential to the
6 formation of a contract.’” *Id.* at 933 (citation omitted).
- 7 10. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement
8 with the successors and assigns provision relied on by Nanyah, and even if they were, the
9 explicit language contained in the October 30, 2008 Membership Interest Purchase
10 Agreement (whereby Teld purchased some of the Rogich Trust’s membership interests)
11 confirms that the Eliades Defendants would not be responsible for Nanyah’s potential claim.
- 12 11. Likewise, the explicit language of the relevant agreements also make it crystal clear that the
13 Eliades Defendants purchased all of their Eldorado membership interests free and clear from
14 any type of encumbrance.
- 15 12. Because the relevant agreements are clear and unambiguous, this Court may determine the
16 intent of the parties as a matter of law, and is precluded from considering any testimony to
17 determine the Eliades Defendants’ so-called contractual liability. *Krieger v. Elkins*, 96 Nev.
18 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the
19 written terms of an agreement is a violation of the parol evidence rule).
- 20 13. Based on the above, the Eliades Defendants never assumed any debt or obligation to Nanyah,
21 and therefore, there is no contractual basis for Nanyah—as an alleged third-party
22 beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-
23 80, 566 P.2d 819, 825 (1977).
- 24 14. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.”
25 *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006)
26 (citation omitted).

27
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).

- 1 15. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or
2 duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
- 3 16. Nanyah’s tortious implied covenant claim fails because there is nothing within the relevant
4 agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah’s
5 benefit.
- 6 17. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted
7 action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods*
8 *v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
- 9 18. Nanyah’s conspiracy theory relates to the transactions whereby the Eliades Defendants
10 obtained membership interests in Eldorado allegedly subject to repayment obligations owed
11 to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by
12 seeking to interfere with the return of Nanyah’s alleged investment in Eldorado.
- 13 19. Because there is no evidence that Eliades Defendants assumed an obligation to repay
14 Nanyah’s investment, there is no unlawful objective to support a civil conspiracy claim.
- 15 20. Any conclusion of law set forth herein more appropriately designated as a finding of fact
16 shall be so designated.

17 **ORDER**

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

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

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

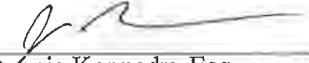
2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for
3 Summary Judgment is DENIED.

4
5 DATED this ____ day of _____, 2018.

6
7
8 _____
DISTRICT COURT JUDGE

9 Submitted by:

10 BAILEY ♦ KENNEDY

11 By 
12 Dennis Kennedy, Esq.
13 Joseph Liebman, Esq.
14 8984 Spanish Ridge Avenue
15 Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

16 Approved as to Form and Content:

17 SIMONS LAW

18
19 By: DID NOT APPROVE
20 Mark Simons, Esq.
21 6490 South McCarran Blvd., # 20
ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

22
23
24
25
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27
28 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*

EXHIBIT F-2

FARNHAM, DENISE

From: Jodi Alhasan <Jodi@mgsimonslaw.com>
Sent: Wednesday, September 05, 2018 3:05 PM
To: LIONEL, SAM; Joseph Liebman
Cc: Mark Simons; Monica Nealon
Subject: Nanyah Vegas, LLC v. Teld, et al.
Attachments: L-Judge Alf_9-5-18.pdf

Please see Mr. Simons' letter to Judge Alf of today's date attached. Please contact this office with any questions or comments.

Jodi Alhasan,
Legal Assistant to Mark G. Simons
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SIMONS
LAW

September 5, 2018

VIA OVERNIGHT MAIL

FedEx Tracking No. 7731 4609 9185
Honorable Nancy L. Allf
Eighth Judicial District Court, Dept. 27
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

RE: *Nanyah Vegas, LLC v. TELD, LLC, et al. A-16-746239-C*
Consolidated with Case No. A-13-686303-C

Dear Judge Allf:

On August 7, 2018, you entered your Minute Order addressing the motion for summary judgment filed by 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") and the countermotion filed by Nanyah Vegas, LLC's ("Nanyah"). A copy of your Minutes are attached as **Exhibit 1**.

Your decision was based upon specific findings of fact which are stated in your Minute Order as follows:

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

COURT FURTHER FINDS after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that Teld, LLC, Peter Eliades,

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JA_003803

or the Eliades Survivor Trust of 10/30/08 specifically agreed to assume those obligations. . . .

Exh. 1, p.2 (emphasis added). The Court emphasized that its decision was based upon The Rogich Family Irrevocable Trust's "specific" agreement "to assume the obligation to pay Nanyah" its percentage or debt. In fact, the Court's decision clearly states: "for the reasons discussed above" the Defendants' motion was granted and Nanyah's countermotion was denied. Exh. 1, p.3.

Again, the Court's decision also denied Nanyah's countermotion for summary judgment based upon the Court's foregoing specific findings of fact. These specific findings of fact supporting this Court's interpretation and application of the Purchase Agreement must be included in the Court's final order granting these defendants' motion and denying Nanyah's countermotion. In this respect, NRCP 56(c) states as follows:

An order granting summary judgment shall set forth the undisputed material facts and legal determinations on which the court granted summary judgment.

The Defendants refuse to include the Court's specific findings of fact (required by NRCPO 56(c)) on which this Court granted summary judgment necessitating the submission of Nanyah's Order—which Order is in compliance with NRCP 56(c)'s provisions.

In addition, Nanyah's Order clarifies certain applicable language of the various agreements that are included in the proposed order and includes specific citations to the various contracts. The Defendants' proposed order contains no pin cites to the relevant provisions of the contracts. Finally, Nanyah's Order clarifies a minor number of undisputed facts. Inclusion of additional undisputed facts in an order is consistent with the purpose and intent of NRCP 52(b)—which vests parties with the right to seek additional findings of fact and conclusions of law to clarify matters, expand upon and amply factual matters and to put factual findings in context. In Re Herrmann, 100 Nev. 1, 20-21, n.16, 677 P.2d 594, 606-607, n. 16 (1984). A more accurate order at this stage will assist in avoiding the necessity of post-motion trial practice requesting inclusion of these undisputed and relevant facts.

With regard to the Court's conclusions of law, the conclusions of law are based entirely upon this Court's interpretation and application of the contracts. When the Court is granting summary judgment on the interpretation of a contract, the facts must be undisputed. Musser v.

Judge Nancy L. Allf
September 5, 2018
Page 3

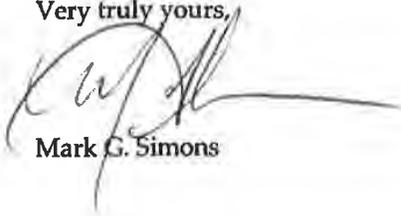
Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The question of the interpretation of a contract when the facts are not in dispute is a question of law.").

Therefore, because the Court made the foregoing specific factual findings upon which this Court interpreted the contracts as a matter of law, those specific factual findings must be included in the Court's Order and are included in Nanyah's proposed order.

The undersigned includes a red-lined comparison of the competing orders (**Exhibit 2**) and includes a final version of Nanyah's Order for execution by this Court (**Exhibit 3**).

If you have any further questions or comments, or if you would prefer for me to email you the Nanyah Order in Word format, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark G. Simons', with a long horizontal flourish extending to the right.

Mark G. Simons

/ja

Enclosures

cc: Joseph A. Liebman w/encl.
Samuel S. Lionel, w/encl.

JA_003805

EXHIBIT 1

EXHIBIT 1

Plaintiff Huerta, Carlos

Charles E. Barnabi
Retained
702-823-3500(W)

Plaintiff Nanyah Vegas LLC

Mark G Simon
Retained
775-738-1551(W)

EVENTS & ORDERS OF THE COURT

08/07/2018 **Decision (3:00 AM)** (Judicial Officer Ailf, Nancy)
DECISION: 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 Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment

Minutes

08/07/2018 3:00 AM

COURT FINDS after review on July 26, 2018 the Court heard argument on Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment (Motion), as well as on Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment (Countermotion) and the Court took both matters under advisement. The Court set a Status Check on August 7, 2018 on Chambers Calendar to issue a decision or otherwise inform the parties of when they could expect one. COURT FURTHER FINDS after review based on the pleadings and papers on file, as well as arguments of counsel, the matter is deemed submitted, and COURT ORDERS the Motion is GRANTED and the Countermotion is DENIED. COURT FURTHER FINDS after review The fact that a contract or agreement contains a provision, as in the case at bar, binding the successors, heirs, and assigns of the parties hereto, is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916). COURT FURTHER FINDS after review An assignment cannot shift the assignor's liability to the assignee, because it is a well established rule that a party to a contract cannot relieve himself of his obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916). COURT FURTHER FINDS after review on October 30, 2008 The Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado Hills via a Purchase Agreement. Section 4 of the Purchase Agreement reads in part: Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation. . . . The Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000.00 investment. COURT FURTHER FINDS after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating 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. The language indicating the Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties hereto, absent any specific agreement, is not itself sufficient to impose liability on Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08. And deposition testimony to the contrary does not impose a duty that the law or contractual relations do not otherwise impose. Accordingly, these Defendants are entitled to summary judgment on the contract-related claims and remedies, as well as for Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing. COURT FURTHER FINDS after review (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 Co. v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15 (2015). COURT FURTHER FINDS after review Agents and employees of a corporation cannot conspire with their corporate principal or employer where they act in their official capacities on behalf of the corporation and not as individuals for their individual advantage. Collins v. Union Fed. Sav. & Loan Ass'n, 99 Nev. 284, 303 (1983). COURT FURTHER FINDS after review the intracorporate conspiracy doctrine does not apply to this case because the claim does not involve the Defendants conspiring with Eldorado Hills. COURT FURTHER FINDS after review Plaintiff s

9/5/2018

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=196660336&SingleViewMode=Minutes>

theory of Conspiracy is that it arises relating to the transactions whereby these defendants obtained membership interests in Eldorado subject to repayment obligations owed to Nanyah and these defendants pursuing their own individual advantages seeking to interfere with the return of Nanyah's investment in Eldorado. See Opposition p. 29. COURT FURTHER FINDS after review as discussed above, because there is no evidence these Defendants assumed the liability to repay Nanyah Vegas, LLC's investment, there is no unlawful objective necessary to support a claim for Conspiracy. Accordingly, these Defendants are entitled to summary judgment on Conspiracy. THEREFORE COURT ORDERS for good cause appearing and after review for the reasons discussed above Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment is GRANTED, and Plaintiff Nanyah Vegas, LLC's Counter-motion for Summary Judgment is DENIED. Movant to prepare and submit detailed findings of fact and conclusions of law. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 8/8/2018

[Return to Register of Actions](#)

EXHIBIT 2

EXHIBIT 2

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

16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**

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

25 **Plaintiffs,**

26 **vs.**

27 **SIG ROGICH aka SIGMUND ROGICH as**
28 **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

1 THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
2 individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
3 Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary
4 Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")
5 Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties
6 appeared as follows:

- 7 > For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of
8 Bailey & Kennedy, LLP.
9 > For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable
10 Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):
11 Samuel Lionel, Esq. of Fenmore Craig, P.C.
12 > For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.

13 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
14 on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

15 **UNDISPUTED MATERIAL FACTS**

16 **The Relevant History of Eldorado**

- 17 1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
18 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
19 Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
20 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
21 \$1,500,000.00 which eventually was deposited into Eldorado's bank account for a few days.
22 At this time, the Eliades Defendants had no involvement with Eldorado.
23 3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
24 Eldorado for \$3,000,000.00. ~~Concurrently~~. The Flangas Trust also purchased a 1/3 interest in
25 Eldorado for \$3,000,000.00, which was ~~quickly~~ ~~voluntarily~~ transferred to Teld when the
26 Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of
27 Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-
28 acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (i.e.,

1 Huerta) no longer owned an Eldorado membership interest, Teld owned 60% of Eldorado,
2 and the Rogich Trust owned approximately 40% of Eldorado.

- 3 4. These transactions were memorialized in various written agreements. Nanyah was not
4 included as a named signatory on the agreements, however, the agreements identified that
5 The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage
6 interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

7 **The Relevant Agreements**

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

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

11 i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills,
12 LLC ... equal or greater than thirty-five percent and which may be as high as
13 forty-nine and forty-four one hundredths (49.44%) of the total ownership
14 interests in the Company. Such interest, as well as the ownership interest
15 currently held by (the Rogich Trust), may be subject to certain potential
16 claims of those entities set forth and attached hereto in Exhibit 'A' and
17 incorporated by this reference ('Potential Claimants'). (The Rogich Trust)
18 intends to negotiate such claims with (Go Global and Huerta's) assistance so
19 that such claimants confirm or convert the amounts set forth beside the name
20 of each said claimants into non-interest bearing debt, or an equity percentage
21 to be determined by (the Rogich Trust) after consultation with (Go Global and
22 Huerta) as desired by (Go Global and Huerta), with no capital calls for
23 monthly payments, and a distribution in respect of their claims in amounts
24 from the one-third (1/3rd) ownership interest in (Eldorado) retained by (the
25 Rogich Trust)." (cites)

26 ii. The October 30, 2008, Purchase Agreement states at Section 4 (the following:
27 Seller [Go Global], however, will not be responsible to pay the Exhibit A
28 Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's]

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obligation. The Exhibit A documents include Sanyal's and/or
\$1,500,000.00 investment.

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

- a. The October 30, 2008 Membership Interest Purchase Agreement identifies Sanyal's \$1,500,000 investment into Eldorado in Exhibit D which clearly and unequivocally states the following: Seller (Rogich and the Rogich Trust) confirms that certain amounts have been advanced to or on behalf of the Company (Eldorado) by various third parties (including Sanyal, as referenced in Section 8 of the Agreement). Exhibit D also memorializes Sanyal's \$1,500,000 investment into Eldorado.
- b. Section 8(c) of this agreement states that "Seller (Rogich and the Rogich Trust) shall defend, indemnify and hold Buyer (Teld) harmless from any and all the claims of _____ (including _____ each of whom invested or otherwise advanced _____ funds _____ (i) to the current interest of Seller (Rogich and the Rogich Trust) that such amounts be confirmed or converted to debt _____
- c. Huerta acknowledged that he was aware of the Rogich Trust's obligation to Sanyal contained in the October 30, 2008 Purchase Agreement when he entered into the October 30, 2008 Membership Interest Purchase Agreement and that he understood that Teld's acquisition of the Rogich Trust's membership interests in Eldorado was subject to the terms and conditions of the October 30, 2008 Purchase Agreement.
- d. Huerta acknowledged that it was always the responsibility of Rogich and the Rogich Trust to repay Sanyal for its investment in Eldorado.
- e. "[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and [Teld] will

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receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon." (cite)

ii.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." (cite)

ii.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." (cite)

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]." (cite)

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." (cite)

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)." (cite)

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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." (cite)

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)." (cite)

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." (cite)

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." (cite)

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,

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

4 ~~ix. All. Nanyah is not a party to this agreement.~~

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

7 **CONCLUSIONS OF LAW**

8 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust ~~specifically agreed~~
9 to assume the obligation to pay Nanyah its percentage of debt. However, there is nothing in
10 the Purchase Agreement that states Elades, the Elades Trust or Teld ~~specifically agreed to~~
11 assume those obligations from the Rogich Trust.

12 8. Nanyah's contract theory rests upon a boilerplate-successors and assigns provision contained
13 in the October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the
14 Rogich Trust.

15 7.9 The language in the October 30, 2008 Purchase Agreement indicating that ~~this agreement~~
16 will be binding ~~on the Elades Defendants, absent any specific agreement to be liable for the~~
17 Rogich Trust's obligation to Nanyah, is not itself sufficient to ~~impose liability on the Elades~~
18 Defendants to pay the Nanyah debt.

19 8 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in
20 the case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of
21 itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by
22 specific agreement to that effect or by an agreed substitution of the assignee for the vendee.
23 *Southern Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹

24 9 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee,
25 because it is a well-established rule that a party to a contract cannot relieve himself of his
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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. Sreator Nat'l Bank*, 496 N.E.2d 315, 319-
20 (Ill. Ct. App. 1986).

1 obligations by assigning the contract. Neither does it have the effect of creating a new
2 liability on the part of the assignee, to the other party to the contract assigned, because the
3 assignment does not bring them together, and consequently there cannot be a meeting of the
4 minds essential to the formation of a contract.”” *Id.* at 933 (citation omitted).

5 10.12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase
6 Agreement with the successors and assigns provision relied on by Nanyah, and even if they
7 were, the explicit language contained in the October 30, 2008 Membership Interest Purchase
8 Agreement (whereby Teld purchased some of the Rogich Trust’s membership interests)
9 confirms that the Eliades Defendants would not be responsible for the Rogich Trust’s
10 obligations to Nanyah’s to pay Nanyah’s percentage of Eldorado or the debt to Nanyah
11 potential claim.

12 14.13. Likewise, the explicit language of the relevant agreements also make it crystal clear
13 that the Eliades Defendants purchased all of their Eldorado membership interests free and
14 clear from any type of encumbrance, although Nanyah was not a party to this agreement.

15 14.14. Because the relevant agreements are clear and unambiguous, this Court may
16 determine the intent of the parties as a matter of law, and is precluded from considering any
17 testimony to determine the Eliades Defendants’ so-called contractual liability. *Krieger v.*
18 *Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to
19 contradict or vary the written terms of an agreement is a violation of the parol evidence rule).

20 14.15. Based on the above, the Eliades Defendants never assumed the Rogich Trust’s any
21 debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an
22 alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv.*
23 *Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

24 14.16. A tortious implied covenant claim will only arise in “rare and exceptional
25 circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d
26 698, 702 (2006) (citation omitted).

27 14.17. Further, “the implied covenant or duty of good faith and fair dealing does not create
28 rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.

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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 there is no evidence Court concludes that the Eliades Defendants did not specifically assume the Rogich Trust's an obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado's investment, 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;

- 1 4. Sixth Claim for Relief – Civil conspiracy;
- 2 5. Eighth Claim for Relief – Declaratory Relief; and
- 3 6. Ninth Claim for Relief – Specific Performance.

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

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

7 DATED this ____ day of _____, 2018.

10 _____
11 DISTRICT COURT JUDGE

12 Submitted by:
13 BAILEY ♦ KENNEDY

14 By _____
15 Dennis Kennedy, Esq.
16 Joseph Liebman, Esq.
17 8984 Spanish Ridge Avenue
18 Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/10/08,
TELD, LLC and ELDORADO HILLS, LLC*

19 Approved as to Form and Content:
20 SIMONS LAW

21 By: _____
22 Mark Simons, Esq.
23 6490 South McCarrin Blvd., # 20
24 Reno, NV 8950
ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:
FENNMORE CRAIG, P.C.

21 By: _____
22 Samuel Lionel, Esq.
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individually and as Trustee of the Rogich
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LLC.*

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EXHIBIT 3

EXHIBIT 3

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;
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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

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

4 *The Relevant Agreements*

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

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

8 i. “[Go Global and Huerta] owns a membership interest ... in Eldorado Hills,
9 LLC ... equal or greater than thirty-five percent and which may be as high as
10 forty-nine and forty-four one hundredths (49.44%) of the total ownership
11 interests in the Company. Such interest, as well as the ownership interest
12 currently held by [the Rogich Trust], may be subject to certain potential
13 claims of those entities set forth and attached hereto in Exhibit ‘A’ and
14 incorporated by this reference (‘Potential Claimants’). [The Rogich Trust]
15 intends to negotiate such claims with [Go Global and Huerta’s] assistance so
16 that such claimants confirm or convert the amounts set forth beside the name
17 of each said claimants into non-interest bearing debt, or an equity percentage
18 to be determined by [the Rogich Trust] after consultation with [Go Global and
19 Huerta] as desired by [Go Global and Huerta], with no capital calls for
20 monthly payments, and a distribution in respect of their claims in amounts
21 from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the
22 Rogich Trust].”

23 ii. The October 30, 2008, Purchase Agreement states at Section 4 the following:
24 Seller [Go Global], however, will not be responsible to pay the Exhibit A
25 Claimants their percentage or debt. This will be Buyer’s [The Rogich Trust’s]
26 obligation. . . .” The Exhibit A Claimants include Nanyah and its
27 \$1,500,000.00 investment.

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

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

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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 Sickie 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. Streator Nat’l Bank*, 496 N.E.2d 315, 319-
20 (Ill. Ct. App. 1986).

2 explicit language contained in the October 30, 2008 Membership Interest Purchase
3 Agreement (whereby Teld purchased some of the Rogich Trust's membership interests)
4 confirms that the Eliades Defendants would not be responsible for the Rogich Trust's
5 obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.

6 13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the
7 Eliades Defendants purchased all of their Eldorado membership interests free and clear from
8 any type of encumbrance. Nanyah was not a party to this agreement.

9 14. Because the relevant agreements are clear and unambiguous, this Court may determine the
10 intent of the parties as a matter of law, and is precluded from considering any testimony to
11 determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev.
12 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the
13 written terms of an agreement is a violation of the parol evidence rule).

14 15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or
15 obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged
16 third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93
17 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

18 16. A tortious implied covenant claim will only arise in "rare and exceptional circumstances."
19 *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006)
20 (citation omitted).

21 17. Further, "the implied covenant or duty of good faith and fair dealing does not create rights or
22 duties beyond those agreed to by the parties." 17A C.J.S. Contracts § 437.

23 18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing
24 within the relevant agreements which imposes any sort of obligation on the Eliades
25 Defendants for Nanyah's benefit.

26 19. "[C]ivil conspiracy liability may attach where two or more persons undertake some concerted
27 action with the intent to commit an unlawful objective, not necessarily a tort." *Cadle Woods*
28 *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

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

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

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

12 **ORDER**

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

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

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

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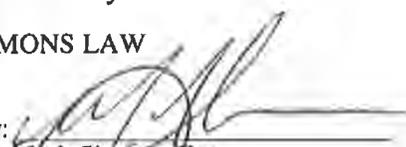
2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for
3 Summary Judgment is DENIED.

4 DATED this ____ day of _____, 2018.

6 _____
7 DISTRICT COURT JUDGE

8 Submitted by:

9 SIMONS LAW

10 By: 

11 Mark Simons, Esq.
12 6490 South McCarran Blvd., # 20
13 Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

14 Approved as to Form and Content:

15 BAILEY ♦ KENNEDY

16 By: _____

17 Dennis Kennedy, Esq.
18 Joseph Liebman, Esq.
19 8984 Spanish Ridge Avenue
20 Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

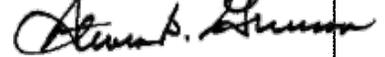
Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: _____

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*

EXHIBIT G



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

NOTICE OF ENTRY OF ORDER

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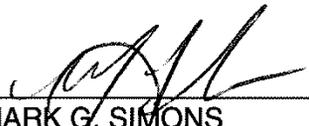
NOTICE OF ENTRY OF ORDER

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

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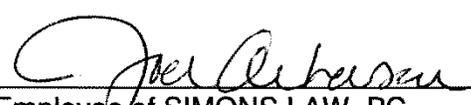
CERTIFICATE OF SERVICE

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 **NOTICE OF ENTRY OF ORDER** on all parties to this action via the Odyssey E-

Filing System:

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Erica Rosenberry	erosenberry@fclaw.com

DATED this 8th day of October, 2018.



Employee of SIMONS LAW, PC

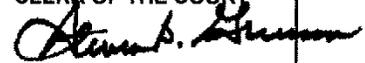
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	10

EXHIBIT 1

EXHIBIT 1



ORDER (CIV)

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Reno, Nevada, 89509
Telephone: (775) 785-0088
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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
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Corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

vs.

SIG ROGICH aka SIGMUND ROGICH as
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Trust; ELDORADO HILLS, LLC, a Nevada
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ROE CORPORATIONS I-X, inclusive,

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
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vs.

TELD, LLC, a Nevada limited liability
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10/30/08; SIGMUND ROGICH, individually
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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.
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2 **b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,**
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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.”

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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

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

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

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

12 **ORDER**

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

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

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

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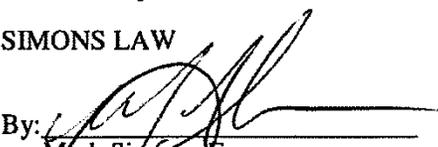
2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for
3 Summary Judgment is DENIED.

4 DATED this 1 day of Oct., 2018.

5
6 Nancy L. Alig
7 DISTRICT COURT JUDGE

8 Submitted by: 

9 SIMONS LAW

10 By: 
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., # 20
13 Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

14 Approved as to Form and Content:

15 BAILEY ♦ KENNEDY

16 By _____
17 Dennis Kennedy, Esq.
18 Joseph Liebman, Esq.
19 8984 Spanish Ridge Avenue
20 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: _____
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

EXHIBIT H

1 **ORDER (CIV)**

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](mailto:mark@mgsimonslaw.com)

9 *Attorneys for Nanyah Vegas, LLC*

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

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

19 Plaintiffs,

20 vs.

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

26 Defendants.

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

Plaintiff,

vs.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**AMENDED 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

1 Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")
2 Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties
3 appeared as follows:

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

10 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
11 on file, and having considered the same, and for the reasons stated upon the record, finds as follows:

12 **UNDISPUTED MATERIAL FACTS**

13 ***The Relevant History of Eldorado***

- 14 1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
15 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
16 Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
- 17 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
18 \$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time,
19 the Eliades Defendants had no involvement with Eldorado.
- 20 3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
21 Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest
22 Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas
23 Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado
24 than originally contemplated, it was later agreed that the Rogich Trust would re-acquire
25 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (*i.e.*, Huerta) no
26 longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the
27 Rogich Trust owned approximately 40% of Eldorado.
- 28 4. These transactions were memorialized in various written agreements. Nanyah was not

1 included as a named signatory on the agreements, however, it is Plaintiff's position that the
2 agreements identified that The Rogich-Rogich Trust specifically agreed to assume the
3 potential obligation to pay Nanyah its alleged percentage interest in Eldorado or to pay
4 Nanyah its \$1,500,000 allegedly invested into Eldorado.

5 **The Relevant Agreements**

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

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

9 i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC
10 ... equal or greater than thirty-five percent and which may be as high forty-nine
11 and forty-four one hundredths (49.44%) of the total ownership interests in the
12 Company. Such interest, as well as the ownership interest currently held by [the
13 Rogich Trust], may be subject to certain potential claims of those entities set
14 forth and attached hereto in Exhibit 'A' and incorporated by this reference
15 (Potential Claimants'). [The Rogich Trust] intends to negotiate such claims
16 with [Go Global and Huerta's] assistance so that such claimants confirm or
17 convert the amounts set forth beside the name of each said claimants into non-
18 interest bearing debt, or an equity percentage to be determined by [the Rogich
19 Trust] after consultation with [Go Global and Huerta] as desired by [Go Global
20 and Huerta], with no capital calls for monthly payments, and a distribution in
21 respect of their claims in amounts from the one-third (1/3rd) ownership interest in
22 [Eldorado] retained by [the Rogich Trust]."

23 ii. The October 30, 2008, Purchase Agreement states at Section 4 the following:
24 Seller [Go Global], however, will not be responsible to pay the Exhibit A
25 Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's]
26 obligation...." The Exhibit A Claimants include Nanyah and its alleged
27 \$1,500,000.00 investment.

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

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

- 1 vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from
2 any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah
3 Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or otherwise
4 advanced the funds, plus certain possible claimed accrued interest."
5 vii. "It is the current intention of [the Rogich Trust] that such amounts be
6 confirmed or converted to debt, with no obligation to participate in capital calls
7 or monthly payments, a pro-rata distribution at such time as [Eldorado's] real
8 property is sold or otherwise disposed of. Regardless of whether this intention
9 is realized, [the Rogich Trust] shall remain solely responsible for any claims by
10 the above referenced entities set forth in this section above."
11 viii. "The 'pro-rata distributions' hereinabove referenced shall mean equal one- third
12 shares pursuant to the ownership set forth in Section 3 above, provided, that
13 any amounts owing to those entities set forth on Exhibit 'D,' or who shall
14 otherwise claim an ownership interest based upon contributions or advances
15 directly or indirectly to [Eldorado] made prior to the date of this agreement, shall
16 be satisfied solely by [the Rogich Trust]."
17 ix. "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's]
18 ownership interest in [Eldorado] to one or more of the entities set forth in Exhibit
19 'D' to satisfy any claims such entity may have."

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

- 22 i. "The Rogich Trust will retain a one-third (1/3rd) ownership interest in
23 [Eldorado] (subject to certain possible dilution or other indemnification
24 responsibilities assumed by the Rogich Trust in the Purchase Documents)."
25 ii. "The Rogich trust shall indemnify and hold the Flangas Trust and Teld harmless
26 from and against the claims of any individuals or entities claiming to be entitled to
27 a share of profits and losses other than the Rogich Trust, the Flangas Trust and
28 Teld, so as not to diminish the one-third (1/3rd) participation in profits and losses by

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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 I, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
- ii. As of August, 2012, the alleged 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.

///

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

3 **CONCLUSIONS OF LAW**

4 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed
5 to allegedly assume the potential obligation to pay Nanyah its alleged percentage or debt.
6 However, there is nothing in the Purchase Agreement that states Eliades, the Eliades Trust or
7 Teld specifically agreed to assume those potential obligations from the Rogich Trust.

8 8. Nanyah's contract theory rests upon a successors and assigns provision contained in the
9 October 30, 2008 Purchase Agreement between Go Global, Huerta, Rogich and the Rogich
10 Trust.

11 9. The language in the October 30, 2008 Purchase Agreement indicating that this agreement
12 will be binding on the Eliades Defendants, absent any specific agreement to be liable for the
13 Rogich Trust's potential obligation to Nanyah, is not itself sufficient to impose liability on
14 the Eliades Defendants to pay the alleged Nanyah debt.

15 10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the
16 case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself,
17 as a general rule, sufficient to impose personal liability upon the assignee, unless by specific
18 agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern*
19 *Par. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹

20 11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a
21 well-established rule that a party to a contract cannot relieve himself of his obligations by
22 assigning the contract. Neither does it have the effect of creating a new liability on the part
23 of the assignee, to the other party to the contract assigned, because the assignment does not
24 bring them together, and consequently there cannot be a meeting of the minds essential to
25 the formation of a contract.' *Id.* at 933 (citation omitted).

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

- 1 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement
2 with the successors and assigns provision relied on by Nanyah, and even if they were, the
3 explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement
4 (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the
5 Eliades Defendants would not be responsible for the Rogich Trust's potential obligations to
6 Nanyah's to pay Nanyah its alleged percentage of Eldorado or the alleged debt to Nanyah.
- 7 13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the
8 Eliades Defendants purchased all of their Eldorado membership interests free and clear from
9 any type of encumbrance. Nanyah was not a party to this agreement.
- 10 14. Because the relevant agreements are clear and unambiguous, this Court may determine the
11 intent of the parties as a matter of law, and is precluded from considering any testimony to
12 determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839,
13 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written
14 terms of an agreement is a violation of the parol evidence rule).
- 15 15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's alleged debt
16 or potential obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—
17 as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy*
18 *Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
- 19 16. A tortious implied covenant claim will only arise in "rare and exceptional circumstances." *Ins.*
20 *Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation
21 omitted).
- 22 17. Further, "the implied covenant or duty of good faith and fair dealing does not create rights
23 or duties beyond those agreed to by the parties." 17A C.J.S. Contracts § 437.
- 24 18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing
25 within the relevant agreements which imposes any sort of obligation on the Eliades
26 Defendants for Nanyah's benefit.

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1 19. "[C]ivil conspiracy liability may attach where two or more persons undertake some concrete
2 action with the intent to commit an unlawful objective, not necessarily a tort." *Cadle Woods v.*
3 *Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).

4 20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants
5 obtained membership interests in Eldorado allegedly subject to potential repayment obligations
6 allegedly owed to Nanyah and the Eliades Defendants supposedly pursued their own
7 individual advantage by seeking to interfere with the return of Nanyah's alleged investment
8 in Eldorado.

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

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

16 **ORDER**

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

- 21 1. First Claim for Relief — Breach of Contract;
- 22 2. Second Claim for Relief — Breach of Implied Covenant of Good Faith and Fair
23 Dealing;
- 24 3. Third Claim for Relief — Tortious Breach of Implied Covenant of Good Faith and
25 Fair Dealing;
- 26 4. Sixth Claim for Relief — Civil conspiracy;
- 27 5. Eighth Claim for Relief — Declaratory Relief; and
- 28 6. Ninth Claim for Relief — Specific Performance.

1 As a result of this Order, the Eliades Defendants are completely dismissed from this litigation. For
2 the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for Summary
3 Judgment is DENIED.

4 DATED this ____ day of _____, 2019.

6 _____
DISTRICT COURT JUDGE

8 Submitted by:

9 Approved as to Form and Content:

10 SIMONS LAW

11 By: _____
12 Mark Simons, Esq.
13 6490 South McCarran Blvd., # 20
14 Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

15 Approved as to Form and Content:

BAILEY ♦ KENNEDY

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

17 By _____
18 Dennis Kennedy, Esq.
19 Joseph Liebman, Esq.
20 8984 Spanish Ridge Avenue
21 Las Vegas, NV 89148-1302
*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

By: _____
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*

EXHIBIT I

Therese Shanks

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

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

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

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

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

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

Be well, speak to you soon.

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

On 6/7/07, Yoav Harlap <harlap@netvision.net.il> wrote:

Carlos,

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

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

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

Best regards,

Yoav

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

Yoav,

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

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

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

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

EXHIBIT J



ROSS MILLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4200
 (775) 684 6708
 Website: secretaryofstate.biz

Filed in the office of <i>Ross Miller</i> Ross Miller Secretary of State State of Nevada	Document Number 20070818557-13 Filing Date and Time 12/03/2007 2:03 PM Entry Number E0821862007-6
--	---

**Articles of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form LLC ART 2007 (Revised 01/01/07)

RT0203

JA_003864

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND RESIDENT AGENT OF

CanMax Nevada, LLC

(Name of Limited Liability Company)

FILE NUMBER

FOR THE FILING PERIOD OF 2007 TO 2008

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Summer Reilanes
3060 E. Post Rd. Suite 110
Las Vegas, NV 89120

Filed in the office of Ross Miller, Secretary of State, State of Nevada. Document Number: 20070818558-24. Filing Date and Time: 12/03/2007 2:03 PM. Entity Number: E0821862007-6.

A FORM TO CHANGE RESIDENT AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE: secretaryofstate.nv.gov
Important: Read instructions before completing and returning this form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to resident agent.)

- 1. Print or type names and addresses, either residence or business, for all managers or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form.
2. If there are additional managers or managing members, attach a set of them to this form.
3. Return the completed form with fee \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of first month following organization date.
4. Make your check payable to the Secretary of State. Your enclosed check will constitute a certificate to transact business.
5. Certified Copies: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy prepared when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
6. Return the completed form to Secretary of State, 201 North Carson Street, Carson City, NV 89701-4301, (775) 684-5700.
7. Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.)
Forms received after due date will be returned for additional fees and penalties.

FILING FEE: \$125.00 LATE PENALTY: \$75.00

Form with multiple rows for Name, Address, City, State, and ZIP. Includes checkboxes for Manager and Managing Member. First row is filled with 'Go Global Inc.' and '3060 E. Post Rd., Suite 110'.

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 340.790 and acknowledge that pursuant to NRS 340.790 it is a category C filer and knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

Signature of Manager or Managing Member

Title: Manager Date: 12/3/07

Nevada Secretary of State Form Initial LLC 2007 Revised 01/01/07

PLTF00247

EXHIBIT K

In the Matter Of:

A-16-746239-C

NANYAH VEGAS

vs

TELD, et al.

YOAV HARLAP

October 11, 2017



702-805-4800

scheduling@envision.legal

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 CARLOS A. HUERTA, an individual;)
4 CARLOS A. HUERTA as Trustee of)
5 THE ALEXANDER CHRISTOPHER TRUST,)
6 a Trust established in Nevada)
7 as assignee of interests of)
8 GO GLOBAL, INC., a Nevada)
9 corporation; NANYAH VEGAS, LLC,)
10 A Nevada limited)
11)
12 Plaintiffs,) Case No.:
13) A-13-686303-C
14 vs.)
15) Dept. No.: XXVII
16 SIG ROGICH aka SIGMUND ROGICH)
17 as Trustee of The Rogich Family)
18 Irrevocable Trust; ELDORADO)
19 HILLS, LLC, a Nevada limited)
20 liability company; DOES I-X;)
21 and/or ROE CORPORATIONS I-X,)
22 inclusive,)
23 Defendants.)
24)
25 NANYAH VEGAS, LLC, a Nevada) CONSOLIDATED WITH:
limited liability company,)
Plaintiff,) Case No.:
vs.) A-16-746239-C
TELD, LLC, a Nevada limited)
liability company; PETER) DEPOSITION OF:
ELIADES, individually and as) YOAV HARLAP
Trustee of The Eliades Survivor)
Trust of 10/30/08; SIGMUND)
ROGICH, individually and as)
Trustee of The Rogich Family)
Irrevocable Trust; IMITATIONS,) TAKEN ON:
LLC, a Nevada limited liability)
company; DOES I-X; and/or ROE) OCTOBER 11, 2017
CORPORATIONS I-X, inclusive,)
Defendants.)
Reported by: Monice K. Campbell, NV CCR No. 312
Job No.: 693

CERTIFIED COPY

Envision Legal Solutions 702-805-4800 scheduling@envision.legal

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 FENNMORE CRAIG, P.C.
11 BY: SAMUEL S. LIONEL, ESQ.
12 300 S. Fourth Street, Suite 1400
13 Las Vegas, Nevada 89101
14 (702) 692-8000
15 slionel@fcclaw.com
16
17 For the Defendants:
18 ROBISON, SIMONS, SHARP & BRUST
19 A Professional Corporation
20 BY: MARK A. SIMONS, ESQ.
21 71 Washington Street
22 Reno, Nevada 89503
23 (775) 329-3151
24 msimons@rssblaw.com
25
26 Also Present:
27
28 MELISSA OLIVAS
29
30 * * * * *

1 I N D E X
2 EXAMINATION PAGE
3 By Mr. Lionel 4
4
5 Huerta vs. Rogich
6 Deposition of Yoav Harlap
7 Taken on October 11, 2017
8 E X H I B I T S
9 NUMBER PAGE
10 1 Notice of Taking Deposition and 5
11 Request for Production of
12 Documents
13 2 10/30/28 Purchase Agreement Between 17
14 Go Global, Huerta and The Rogich
15 Family Trust, RT0023 through RT0033
16 3 Membership Interest Purchase Agreement, 19
17 RT0034 through RT0062
18 4 Membership Interest Purchase Agreement, 20
19 RT0063 through RT0091
20 5 Nanyah Vegas's First Amended Answers 34
21 to Defendants' First Set of
22 Interrogatories
23 6 Complaint 95
24
25

JA_003867

1 LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017
 2 9:45 A.M.
 3 * * * * *
 4 (Counsel agreed to waive the court
 5 reporter's requirements under Rule
 6 30(b)(4) of the Nevada Rules of Civil
 7 Procedure.)
 8 Whereupon,
 9 YOAV HARLAP,
 10 having been sworn to testify to the truth, the whole
 11 truth, and nothing but the truth, was examined and
 12 testified under oath as follows:
 13
 14 EXAMINATION
 15 BY MR. LIONEL:
 16 Q. What is your name?
 17 A. Yoav Harlap.
 18 Q. Where do you live, Mr. Harlap?
 19 A. Israel.
 20 Q. What city?
 21 A. Herzliya, H-E-R-Z-I-L-Y-A.
 22 Q. Have you ever had your deposition taken
 23 before?
 24 A. No.
 25 Q. Do you know what a deposition is?

1 A. I have been explained briefly by my
 2 attorney.
 3 Q. I'm having trouble hearing you.
 4 A. I have been explained to by --
 5 Q. It was explained to you by your lawyer?
 6 A. Yes.
 7 Q. Let me give you a little more additional
 8 explanation. I'm going to ask you questions which
 9 you are going to answer. The reporter, if everything
 10 works, will transcribe them into a booklet which will
 11 be delivered to you. You will have a right to look
 12 at it and see whether the answers are okay or whether
 13 you want to change them. You have a right to change
 14 them, but if you change them, I have a right to
 15 comment on the change if this case goes to trial.
 16 Do you know of any reason why you cannot
 17 have your deposition taken today?
 18 A. No.
 19 MR. LIONEL: Miss Reporter, would you mark
 20 that as first exhibit.
 21 (Exhibit Number 1 was marked.)
 22 BY MR. LIONEL:
 23 Q. Let the record show that Exhibit 1 has
 24 been given to the witness. It is a notice of taking
 25 deposition and request for production of documents.

1 Mr. Harlap, have you ever seen that
 2 document before?
 3 A. Not that I recall.
 4 Q. You notice that the document requests that
 5 you bring to your deposition certain documents which
 6 are set forth. Did you bring any of those documents?
 7 A. I did not bring with me right now any
 8 documents or documents that I had that were given
 9 before to my attorney.
 10 Q. Do you have documents -- some of these
 11 documents?
 12 A. I might have copies of what my attorney
 13 has sent me.
 14 MR. SIMONS: Just so the record's clear,
 15 your request for production of documents is
 16 defective. Also, Mr. Harlap is appearing in his
 17 individual capacity. If you're going to request
 18 documents from this individual, you'll need to do a
 19 proper subpoena on this individual.
 20 MR. LIONEL: Why is the request improper?
 21 MR. SIMONS: Because under the rules,
 22 there's a time period within which to respond, as you
 23 know. This subpoena -- this notice, to the extent it
 24 would be classified as a request for production of
 25 documents, doesn't comply with the time requirements

1 under the rules.
 2 MR. LIONEL: You have not objected on the
 3 record with respect to the notice and effectively
 4 it's the second you've gotten.
 5 MR. SIMONS: I understand. But I don't
 6 have to object if it's defective on its face.
 7 BY MR. LIONEL:
 8 Q. Mr. Harlap, do you have a file with
 9 documents with respect to Eldorado Hills, LLC?
 10 A. The documents that I have were all copies
 11 of documents that I got from the attorney or he had
 12 before.
 13 Q. I'm asking you about a time before you had
 14 this attorney. I'm asking you --
 15 A. I had very few documents. They were all
 16 sent to my attorney.
 17 Q. Do you have any documents now in your
 18 office with respect to Eldorado Hills?
 19 A. Copies of the interrogatories papers, my
 20 deposition, et cetera, I do have that, yes.
 21 Q. You do have the Answers to
 22 Interrogatories?
 23 A. Yes.
 24 Q. What else do you have with respect to
 25 Eldorado Hills?

1 A. I assume I have historical copies of my
 2 money transfer to Eldorado Hills as my investment.
 3 Q. Anything else?
 4 A. Not that I recall, but I cannot say
 5 offhand.
 6 Q. You might have?
 7 A. Very slim chance. It was -- there were
 8 very few papers there initially.
 9 Q. Do you have a file with respect to
 10 Eldorado Hills?
 11 A. No.
 12 Q. Do you have a file with respect to your
 13 investment that you are suing about?
 14 A. Only the very few documents that had to do
 15 with -- which mostly I got later on. I think there
 16 was -- there might have been a paper there initially
 17 for the Canamex which was not relevant anymore. And
 18 maybe my accounting lady, but not with me, but with
 19 her, might have copies of my money transfer to
 20 Eldorado Hills as my investment.
 21 Q. What did you have with respect to Canamex?
 22 A. There were some drawings that I remember
 23 seeing once very many years ago, initially some
 24 drawings of where it is. That's about it.
 25 Q. When you say "that's about it," that's the

1 best you believe you have?
 2 A. That's the best I believe I have.
 3 Q. Do you have any documents with respect to
 4 Carlos Huerta?
 5 A. No.
 6 Q. Do you have communications with Carlos
 7 Huerta back in 2007?
 8 A. Carlos Huerta came over initially to my
 9 house, so it was verbal.
 10 Q. I'm asking you whether you have any
 11 written documents.
 12 A. No.
 13 Q. Did you ever have emails from him?
 14 A. Oh, yeah, I had emails over the years, but
 15 mostly technical. For example, I had to have an
 16 American -- this was my first American investment,
 17 and so I needed an accountant, and I asked his
 18 assistance to find a local one because that was the
 19 only thing I had at the time here. So it didn't make
 20 sense for me to go and seek somebody else, so he gave
 21 me direction to somebody.
 22 Q. Did you have a number of emails from Mr.
 23 Huerta in 2007?
 24 A. I do not recall.
 25 Q. How about in 2008?

1 A. I do not recall.
 2 Q. Did you have any emails from him -- strike
 3 that.
 4 What kind of a file did you have with
 5 respect to this matter?
 6 A. Very few pages that I recall. I hardly
 7 had any material regarding this matter. I had a
 8 verbal agreement. I had a money transfer. That's
 9 about it.
 10 Q. I'm asking you about documents.
 11 MR. SIMONS: He's answered.
 12 THE WITNESS: I answered.
 13 BY MR. LIONEL:
 14 Q. Do you have any documents with respect to
 15 Go Global in your file?
 16 A. Not that I recall.
 17 Q. Do you know who Go Global is?
 18 A. Go Global, as far as I recall, is Carlos
 19 Huerta.
 20 Q. His company?
 21 A. I think so.
 22 Q. Do you have an operating agreement for
 23 Nanyah Vegas?
 24 A. What is an operating agreement?
 25 Q. You don't know what it is?

1 A. No.
 2 Q. You had an accountant, you say, here in
 3 Las Vegas?
 4 A. Yes.
 5 Q. Do you still have an accountant here?
 6 A. Not anymore. I moved from his services a
 7 few months ago.
 8 Q. Is that Dustin Lewis?
 9 A. No. His name was Brent Barlow.
 10 Q. Did you ever talk to Dustin Lewis?
 11 A. I don't even know who he is.
 12 Q. Have you now told me, to the best of your
 13 recollection, what documents you had?
 14 A. I just did.
 15 Q. What did you do to prepare for this
 16 deposition?
 17 A. I read my deposition. I read the
 18 interrogatory questions. I saw the agreement,
 19 refreshed my memory regarding the agreement of my --
 20 of the agreement that showed my due interest in
 21 Eldorado Hills and the fact that I will -- I am a
 22 claimant for Eldorado Hills. That's it.
 23 Q. What documents did you look at with
 24 respect to Eldorado Hills?
 25 A. Well, the agreement that supposedly sold

1 the rights, if I recall -- if this is what you call
 2 this document that was signed, I think, between Sig
 3 Rogich and his partners. Whatever was part of the
 4 file that was submitted to court.
 5 Q. Where did you look at this?
 6 A. I looked at it over the Internet.
 7 Q. Hmm?
 8 A. On the computer, on the email. Not email,
 9 on the questions that I --
 10 MR. SIMONS: I think he -- Counsel, I
 11 think he's explaining the complaint.
 12 MR. LIONEL: I'd like to hear his
 13 explanation, Counsel.
 14 MR. SIMONS: Go ahead. Do you have a
 15 question?
 16 BY MR. LIONEL:
 17 Q. Sure. Tell me again what that document is
 18 you looked at.
 19 A. As far as I recall, there were a bunch of
 20 documents that were passed between my attorney and
 21 myself in regards to what we submitted to court in
 22 respect of this lawsuit.
 23 Q. When did you look at these?
 24 A. At the time when I had to -- when I was
 25 instructed by my attorney to go over it.

1 Q. When was this?
 2 A. A few months ago. When I was summoned,
 3 when we tried to make the dates for here.
 4 Q. And these are documents that you have at
 5 your office?
 6 A. I don't have physically even one document.
 7 There are some documents that were in an email --
 8 which were sent to me by email.
 9 Q. By whom?
 10 A. By my attorney.
 11 Q. And you still have these documents?
 12 A. I suppose so.
 13 Q. Well, you just looked at them, didn't you?
 14 A. Yeah.
 15 MR. SIMONS: He said a few months ago.
 16 THE WITNESS: A few months ago.
 17 BY MR. LIONEL:
 18 Q. You haven't looked at them in the last
 19 month?
 20 A. No.
 21 Q. Did you look at any contracts in the last
 22 month?
 23 A. No.
 24 Q. Just the documents the attorney sent you?
 25 A. Correct.

1 Q. You didn't look at any documents that you
 2 had since 2007 or 2008?
 3 A. No.
 4 Q. Did you prepare with anyone? Did you
 5 prepare with your attorney?
 6 A. I think that what I have spoken with my
 7 attorney is privileged information.
 8 Q. I'm not asking you for the information.
 9 I'm asking you whether you spoke with him in
 10 preparing.
 11 A. We briefly spoke about the process that
 12 I'm going to go through like you have explained to me
 13 this morning.
 14 Q. When did you do that with your attorney?
 15 A. Yesterday.
 16 Q. Did you see Mr. Huerta yesterday?
 17 A. No. Huerta, you mean, Carlos?
 18 Q. Carlos.
 19 A. No, I have not seen him this time, no.
 20 Q. When is the last time you saw him?
 21 A. When I saw you.
 22 Q. That ill-fated day?
 23 A. That was the last time I saw him and spoke
 24 to him.
 25 Q. Did you speak with me?

1 A. With him.
 2 Q. With him. I'm sorry.
 3 Now, whenever I say "you," I want to --
 4 I'm talking about Nanyah Vegas. You understand that?
 5 A. I assume so.
 6 Q. And if I say just "Nanyah," also I'm
 7 talking about Nanyah Vegas. We're on the same page
 8 there?
 9 A. (Witness nodded head.)
 10 Q. Thank you.
 11 THE COURT REPORTER: Is that a "yes"?
 12 THE WITNESS: Yes.
 13 BY MR. LIONEL:
 14 Q. Are you familiar with your complaint in
 15 this action?
 16 A. In a general way, yes.
 17 Q. When is the last time you looked at it?
 18 A. A few months ago.
 19 Q. You have not looked at it in the last few
 20 months?
 21 A. Not in the last couple, no.
 22 Q. Where did you look at it? In Israel?
 23 A. I think I was in Greece, actually.
 24 Q. In Mykonos?
 25 A. Probably.

1 Q. Carlos Huerta, he gave a deposition. Did
 2 you look at that deposition?
 3 A. I've looked at all sorts of papers that
 4 were there, but I don't recall which one is which. I
 5 don't know.
 6 Q. I'm asking you specifically about --
 7 A. I can't answer. I don't know.
 8 Q. -- a deposition of Carlos Huerta.
 9 A. I do not know.
 10 Q. You don't know if you looked at it?
 11 A. No, I don't. There were a bunch of
 12 papers. It was -- I mean, not physical but on the
 13 computer, and I don't recall which paper is what.
 14 Q. You have no recollection you've ever seen
 15 Carlos Huerta's deposition in this case?
 16 A. I might have. I don't know.
 17 Q. Are you familiar with the purchase
 18 agreement?
 19 A. Which purchase agreement?
 20 Q. In this case. The purchase agreement
 21 whereby Mr. Huerta got out of Eldorado.
 22 A. If I'm not mistaken, this is the purchase
 23 agreement that says that -- that acknowledges the
 24 potential claims of Nanyah Vegas through
 25 \$1.5 million. If this is the document you refer to,

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.

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 (Exhibit Number 3 was marked.)
 2 BY MR. LIONEL:
 3 Q. When did you say was the last time you
 4 looked at the complaint in this case?
 5 A. A while ago.
 6 Q. A while ago. Do you remember the
 7 reference to the Teld agreement in the complaint?
 8 A. I remember that there was something like
 9 that, yes.
 10 Q. Would you show Exhibit 3 to the witness,
 11 please.
 12 A. Teld is the Greek name guy, correct?
 13 Q. Yes.
 14 A. Eliades.
 15 Q. Look at Exhibit 3 and tell me the last
 16 time you saw it.
 17 MR. SIMONS: Objection to the extent he's
 18 never said he saw it.
 19 THE WITNESS: I do not even recall whether
 20 I saw it or not.
 21 BY MR. LIONEL:
 22 Q. You don't know whether or not you saw it?
 23 A. This one for sure, yes.
 24 Q. Let the record show the witness is
 25 referring to Exhibit 2.

1 A. This one I do not recall. I do not know.
 2 Q. That's fine.
 3 A. I may have. I may have not. I just don't
 4 remember.
 5 Q. Do you remember referenced in the
 6 complaint -- you did see the complaint?
 7 A. Yes, but it's a while ago -- I do not, you
 8 know --
 9 Q. Do you remember reference to the
 10 Flangas --
 11 A. I remember the name Flangas. I met this
 12 name somewhere.
 13 Q. Mark this as four, Miss Reporter.
 14 (Exhibit Number 4 was marked.)
 15 BY MR. LIONEL:
 16 Q. Mr. Harlap, have you seen that document
 17 before?
 18 A. I don't know. I might have. I might have
 19 not.
 20 Q. What's the basis for your claims in this
 21 case, Mr. Harlap?
 22 A. I have made an investment directly into
 23 Eldorado Hills, which was a real estate property
 24 outside of Las Vegas, shooting range, if I remember
 25 correctly, or part of it was a shooting range. I

1 that?
 2 A. The money transfer to Eldorado Hills, I
 3 think we have that.
 4 Q. Anything else?
 5 A. Nothing except the documents that I assume
 6 are part of this litigation.
 7 Q. You have documents with respect to the
 8 money transfer?
 9 A. Probably in my accountant's file. There
 10 are documents showing that I transferred that -- this
 11 on that date, the sum of one and a half million
 12 dollars to the account.
 13 Q. To what account?
 14 A. To the account -- Carlos Huerta, as far as
 15 I recall, it was an Eldorado Hills' account.
 16 Q. And that's what Carlos told you?
 17 A. Might have. I don't recall. But
 18 probably. I didn't talk to other people except him
 19 and Jacob Feingold in respect to this deal. They
 20 were the only people I knew that had to do with this
 21 deal. I never spoke to anybody else in respect to
 22 this deal.
 23 Q. Do you have any emails with respect to it?
 24 A. Not that I recall.
 25 Q. Any emails with respect to transferring

1 knew that it was an area that would take some time to
 2 develop. A road would probably -- a main road would
 3 probably go by it at some point, and this area would
 4 be destined to be logistics hub for the expansion of
 5 Las Vegas.
 6 This, as far as I recall, was the general
 7 explanation when Carlos came to my house and pitched
 8 me the deal. I transferred the money to Eldorado
 9 Hills as per Carlos Huerta's wiring instructions.
 10 And as far as I was concerned, that was pretty much
 11 it.
 12 Q. What you said now is based upon what
 13 Carlos told you; is that correct?
 14 A. I believe that at the time he also showed
 15 me, as I told you, there was the talk about Canamex,
 16 an adjacent plot that was not possible to buy, and
 17 then he suggested that I go into the first lot that
 18 they've just bought, which was the Eldorado Hills.
 19 And I agreed to divert my money and transfer it to
 20 Eldorado Hills and do the deal with them and be
 21 involved with them on that deal.
 22 Q. You're talking about something which
 23 happened when?
 24 A. In 2007, 2008, something like that.
 25 Q. Is there any documentation with respect to

1 the money or anything like that?
 2 A. I don't recall.
 3 Q. You don't recall if you have any emails?
 4 A. Exactly.
 5 Q. You may have some emails still in the
 6 file?
 7 A. I haven't looked at that file as much as
 8 you would call it a file. So I don't know. I really
 9 don't know.
 10 Q. Let's call it a file. What do you have in
 11 it?
 12 A. I have no idea. I haven't looked -- I
 13 haven't looked at this folder in my email thing in
 14 years.
 15 Q. Four years?
 16 A. In years.
 17 Q. In years. Since 2007?
 18 A. I don't know. No. I may have. I may
 19 have looked at it. You know, for example, if I got
 20 from the accountant at the time something to sign or
 21 to pay or something, I would probably file it under
 22 that folder.
 23 Q. You said you're familiar with the purchase
 24 agreement?
 25 A. I'm familiar with this agreement?

1 Q. Yes.

2 A. Exhibit 2?

3 Q. Yes.

4 A. I'm familiar with this one.

5 Q. But you're not familiar with three or

6 four?

7 A. I'm not sure.

8 Q. Does Exhibit 2 have anything to do with

9 your claim in this case?

10 A. Absolutely.

11 Q. What does it have to do?

12 MR. SIMONS: Objection to the extent it

13 calls for a legal conclusion.

14 BY MR. LIONEL:

15 Q. Your understanding.

16 MR. SIMONS: Again, I get to make

17 objections for the record. Just to keep it clear

18 what you're obligated to ask for or answer and then

19 we can deal with it later. But unless I instruct you

20 not to answer, you're still to answer the question.

21 Does that make sense?

22 THE WITNESS: So I am to answer the

23 question?

24 MR. SIMONS: Right. But sometimes I will

25 interject and makes objections.

1 THE WITNESS: Okay.

2 MR. SIMONS: What was the question again?

3 (Whereupon, the following question was

4 read back by the court reporter:

5 Question: "What does it have to do"?)

6 MR. SIMONS: Same objection. Go ahead.

7 THE WITNESS: To the best of my

8 understanding, according to Exhibit 2, it is clearly

9 showing that when Sig Rogich sold his rights in

10 Eldorado Hills, he -- sorry. Hold on. Sorry.

11 BY MR. LIONEL:

12 Q. I don't want you to read from there. I

13 want your recollection, please.

14 A. That when Carlos left Eldorado Hills and

15 sold his part, whatever it is, his part, to Sig

16 Rogich Foundation, or whatever it's called, the

17 foundation took upon itself the commitment and

18 acknowledged the fact that Nanyah Vegas had a claim

19 for 1.5 million in equity of Eldorado Hills, and

20 there is an annex or a -- what do you call it --

21 appendix, Exhibit -- no Exhibit --

22 Q. Exhibit A?

23 A. Exhibit A. Exhibit A that shows clearly

24 the 1.5 million as a potential claimant.

25 Q. And that's the basis for your claim?

1 MR. SIMONS: Objection. That's not what

2 he said.

3 THE WITNESS: The basis for my claim are

4 established by my legal counsel based on the fact

5 that I could provide or that he could find in

6 regarding to this case. I am no lawyer. So I would

7 not know what is the basis of my rights, except the

8 fact that I know that I invested in Eldorado Hills

9 \$1.5 million. That at some point Carlos, with whom I

10 initially invested, left the company for whatever

11 reasons and made sure that my rights remained.

12 BY MR. LIONEL:

13 Q. Who made sure?

14 A. Carlos.

15 Q. What did he tell you?

16 A. I don't recall what he told me. I think

17 that this document shows, maybe there are other

18 documents that also show, my rights to the

19 \$1.5 million as a potential claimant for Eldorado

20 Hills.

21 Q. You have read the purchase agreement,

22 haven't you?

23 A. This one?

24 Q. Yes.

25 A. I have.

1 Q. A number of times?

2 A. I don't know. It could have been just

3 once. It could have been a couple. I don't know.

4 Q. You don't know whether your claims are

5 based upon that purchase agreement?

6 MR. SIMONS: He just answered that he said

7 it's absolutely, Counsel, and now you're trying to be

8 argumentative.

9 BY MR. LIONEL:

10 Q. Answer, please.

11 A. As I told you, the basis of my claims are

12 established by my legal counsel. It's up to him to

13 tell me whether I have rights or I don't have rights

14 based on the paperwork that I could supply or that he

15 could get.

16 Q. I want your understanding. I don't

17 care -- I'm not referring to what your counsel tells

18 you.

19 Is it your understanding that that

20 agreement affords you rights with respect to your

21 claim?

22 A. You're relating, again, to an agreement,

23 and I'm not going to answer you in regarding to the

24 agreement whether it's establishing my rights. But

25 my rights are established, to the best of my

1 understanding, based on the position of my attorney.

2 Q. And that's it?

3 A. That together with all the paperwork that
4 supports it, I assume.

5 Q. But you're relying on the basis of what
6 your attorney has told you?

7 A. On the one hand, on that. On the other
8 hand, on the fact that I know that I have paid one
9 and a half million dollars into Eldorado Hills and
10 that, to the best of my understanding, at some point
11 somebody took the liberty, Sig Rogich took the
12 liberty to supposedly sell his parts there and mine
13 too, in a way, without me getting any money for it.

14 Q. Please explain "mine too."

15 A. My rights in Eldorado Hills, the one and a
16 half million dollar potential claims of rights in
17 Eldorado Hills.

18 Q. How do you know he sold them?

19 A. Because, to my understanding, or to what
20 Carlos told me at some point or the paperwork that I
21 have seen, I do not know which ones, I understood
22 that there was a deal between Sig Rogich and this
23 Greek named guy, Eliades, who held, I believe, these
24 companies and another one, Flangas, in which he sold
25 the rights. I don't even remember in what portions

1 or whatever. Sold, loan, something like that.

2 Q. And that's based upon what Carlos told
3 you?

4 A. No. There were some -- I assume -- and as
5 far as I -- I assumed there was paperwork that
6 related to that that my attorney has seen, and based
7 upon them, he suggested that my rights are there.

8 Q. That's the extent of your knowledge with
9 respect to the basis for your claim?

10 A. Repeat that.

11 MR. LIONEL: Miss Reporter.

12 (Whereupon, the following question was
13 read back by the court reporter:

14 Question: "That's the extent of your
15 knowledge with respect to the basis for
16 your claim"?

17 THE WITNESS: Pretty much.

18 BY MR. LIONEL:

19 Q. Do you know Mr. Sig Rogich?

20 A. I've met him once in your office.

21 Q. Did you talk with him?

22 A. Only in front of you. Not before and not
23 after, unless you came into the room a couple of
24 minutes later, but that's it.

25 Q. Did you ever have any business dealings

1 with him?

2 A. Never.

3 Q. Any contracts with him?

4 A. Any?

5 Q. Yes.

6 A. Me personally?

7 Q. You personally?

8 A. Only through --

9 Q. You or Nanyah?

10 A. Nanyah Vegas -- only as far as the
11 paperwork relating to this case. Nothing but that.

12 Q. Are you referring to Exhibit 2?

13 A. Among other things, at least to Exhibit 2.

14 Q. What other things?

15 A. I don't know. As much as other paperwork
16 relating to these deals exist, I'm also relating to
17 them.

18 Q. Do you know the Rogich Trust?

19 A. I heard the name or I came across it in
20 one of the papers.

21 Q. That's the extent of it?

22 A. Yes.

23 Q. How about Eldorado Hills?

24 A. Same.

25 Q. You never had any dealings with it?

1 A. Not except what is written here.

2 Q. What is written in Exhibit 2?

3 A. And the money transfer that I did.

4 Q. And the money transfer to Eldorado Hills?

5 A. The money transfer that I did initially
6 for the investment in Eldorado Hills.

7 Q. When did you transfer the money?

8 A. I don't remember.

9 MR. SIMONS: Asked and answered.

10 MR. LIONEL: Did he say before he didn't
11 remember?

12 MR. SIMONS: No, he said in 2007.

13 THE WITNESS: Yeah, '7. Around there but
14 I cannot tell you the date. Could be '6, could be
15 '8. I don't know.

16 BY MR. LIONEL:

17 Q. Do you know Teld?

18 A. I heard the name.

19 Q. That's the extent of it?

20 A. Yes.

21 Q. No dealings with Teld that you know of?

22 A. Except what --

23 Q. You mean there may be some papers, are you
24 saying?

25 A. The papers that are around here. Other

1 than that, not that I know of.

2 Q. You're talking about Exhibit 3?

3 A. Maybe. Maybe other exhibits, too.

4 Q. Do you know the Flangas Trust?

5 A. The same.

6 Q. When you say "the same," you really had no

7 dealings with it?

8 A. Personally, I had no dealings with it

9 beyond the fact that they, to my understanding,

10 purchased some rights in Eldorado Hills to which I am

11 a potential claimant to.

12 Q. What are you a claimant of?

13 A. To 1.5 million worth of ownership in

14 Eldorado Hills.

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

16 A. Well, Teld, to my understanding, is a

17 company that bought, at a later stage, some of the

18 rights to Eldorado Hills.

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

20 Teld?

21 A. Yes.

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

23 A. Personally not.

24 MR. LIONEL: Do you know how to spell

25 that?

1 THE COURT REPORTER: Yes.

2 BY MR. LIONEL:

3 Q. Do you know anything about Imitations,

4 LLC?

5 A. No.

6 Q. Did you ever hear that name before?

7 A. Not that I recall.

8 Q. Do you know the woman sitting at my right

9 hand, Melissa Olivas?

10 A. By the looks of her, I might want to.

11 Q. I agree with that. But answer the

12 question.

13 A. Other than that, no.

14 Q. Do you know Mr. Brandon McDonald?

15 A. No.

16 Q. Did you ever hear that name before?

17 A. I don't recall hearing the name.

18 Q. How about Summer Rellmas, R-E-L-L-M-A-S?

19 A. I don't know.

20 Q. You don't know that name?

21 A. I don't recall hearing the name. I may

22 have but I don't recall.

23 Q. Do you know what an interrogatory is in a

24 lawsuit?

25 A. Not precisely, no.

1 Q. How about imprecisely?

2 A. Questioning.

3 Q. It's questioning. Did you ever answer

4 interrogatories?

5 A. You mean other than in this case?

6 Q. In this case.

7 A. In this case?

8 Q. Yes.

9 A. Yes. As far as I recall, there were

10 questions that were sent to me and I had to answer.

11 Q. Did you ever answer interrogatories in

12 another case?

13 A. No. I mean, not that I recall. There

14 were proceedings, initial proceedings at some point

15 that were rejected by court, and then we appealed.

16 So maybe there was something in this respect, but I

17 don't know if there were interrogatories or not or

18 what it was or to what extent I then gave any

19 information. I do not recall.

20 MR. LIONEL: Would you mark this.

21 (Exhibit Number 5 was marked.)

22 BY MR. LIONEL:

23 Q. Mr. Harlap, do you now have Exhibit 4 in

24 front of you?

25 A. I have Exhibit 5 in front of me.

1 MR. LIONEL: Is it five?

2 THE COURT REPORTER: Yes.

3 BY MR. LIONEL:

4 Q. I'm sorry. That's Nanyah Vegas, LLC's

5 First Amended Answers to Defendants' First Set of

6 Interrogatories; is that correct?

7 A. Apparently.

8 Q. Are you familiar with them?

9 A. I think that I have gone through them,

10 yes. As far as I recall, I have gone through them.

11 Not in paper, on the -- on the computer.

12 Q. On the computer.

13 You said that you were sent

14 interrogatories; is that correct?

15 A. Yes.

16 Q. On the computer?

17 A. I think so, yeah. I think it was a hefty

18 file. It could have been this one.

19 Q. Did you first receive interrogatories --

20 strike that.

21 That has interrogatories and answers; is

22 that correct?

23 A. Yes, I think so.

24 Q. Go ahead and look at it.

25 A. Yes, they are Answers to Interrogatories.

1 Q. Did you first receive a set of
 2 interrogatories?
 3 A. I think so. I don't recall. Because I
 4 was asked to answer questions, I answered questions
 5 as far as I recall, but whether it's this one or
 6 there was -- I think there was an initial set and
 7 then there was another set which was much bigger.
 8 Q. And did you answer the interrogatories?
 9 A. As far as I recall, yes.
 10 Q. You received interrogatories which are
 11 questions, correct?
 12 A. Correct.
 13 Q. And did you answer them?
 14 A. To the best of my understanding, I have.
 15 Q. Tell me what you did.
 16 A. I read through the questions. As far as I
 17 recall, I read through the questions --
 18 Q. Want to change chairs?
 19 A. No, it's okay.
 20 Q. I don't want you falling down in my
 21 office.
 22 A. No. No. It's okay.
 23 As far as I recall, I read the questions,
 24 and I answered them. That's as much as I recall.
 25 Q. Did you answer them on the computer?

1 A. Yeah. I haven't -- I have done nothing in
 2 writing. That's for sure. In handwriting, I've done
 3 nothing.
 4 Q. So you received the questions on the
 5 computer, the interrogatories?
 6 A. I think so. I'm not sure. I think so,
 7 yeah. Yeah, I think so.
 8 Q. Why do you say "I think so"?
 9 A. Because I'm not 100 percent sure, so I
 10 just think so. Because I do not recall something
 11 else, but I do not recall that in particular as well.
 12 Q. It came to you on the computer?
 13 A. Most probably.
 14 Q. Could they have come to you in print?
 15 A. I don't --
 16 Q. In type?
 17 A. Theoretically, it could have been FedExed
 18 to me. But you know how much information I'm getting
 19 and paperwork in my office every day, you know, from
 20 dealings that I have throughout the world? I do not
 21 recall that or the other paper, whether it was on the
 22 computer or whether it was in a FedEx package or
 23 whatever.
 24 Q. And you answered the questions?
 25 A. To the best of my recollection.

1 Q. On the computer or in longhand or with a
 2 typewriter?
 3 A. I did not type, I mean, on the typewriter.
 4 And I -- for sure I did not do anything in
 5 handwriting.
 6 Q. You don't know how you answered them?
 7 A. I don't remember. But probably -- if I
 8 answered, I probably typed on the computer, answered
 9 the questions that my attorney asked or things like
 10 that.
 11 Q. And you answered all the questions?
 12 A. As far as I recall. I do not recall my
 13 lawyer telling me that he's missing an answer.
 14 Q. As far as you recall you answered all the
 15 interrogatories?
 16 A. As I told you, as far as I recall, my
 17 lawyer never told me that he's missing an answer from
 18 me.
 19 Q. And where did the information come from so
 20 that you could answer these questions?
 21 A. The ones I could answer from my memory, I
 22 answered from my memory.
 23 Q. How about those you didn't have a memory
 24 of?
 25 A. So I probably told my lawyer I do not have

1 a memory.
 2 Q. I thought you answered all the questions?
 3 A. As far as I could, I did answer all the
 4 questions.
 5 Q. Did you have anything to look at to help
 6 you answer the questions?
 7 A. If I had, it was paperwork that was
 8 resubmitted to me with the questions in the email
 9 from my attorney.
 10 Q. Did you have the --
 11 A. I don't recall having -- going to a file,
 12 taking out papers and looking at them in order to
 13 answer.
 14 Q. You don't remember getting anything to
 15 help you answer?
 16 MR. SIMONS: That's not what he said.
 17 That mischaracterizes his testimony. He's already
 18 said he got documents from the attorney.
 19 MR. LIONEL: Would you read back the
 20 answer, Miss Reporter?
 21 MR. SIMONS: Which one? He said it three
 22 times so far.
 23 MR. LIONEL: Four is lucky.
 24 MR. SIMONS: Well, four will be the last
 25 one.

1 BY MR. LIONEL:
 2 Q. I think you answered that you didn't go to
 3 any books or anything like that to help you; is that
 4 correct?
 5 A. I don't have a physical folder in my
 6 office at home, which is where I work from most of
 7 the time, that has paperwork relating to this
 8 investment. I assume that if I looked at something,
 9 it was in the file in the folder on my computer.
 10 Q. What do you have in the file on your
 11 computer?
 12 A. Only what I told you. I don't remember
 13 what I have on my computer. But if I looked at
 14 anything, this would have been the place where I
 15 would probably find it.
 16 Q. How long did it take you to answer the
 17 questions -- the interrogatories?
 18 A. Oh, reading it was a long thing,
 19 especially the second version.
 20 Q. How long did it take you, approximately?
 21 A. A few days.
 22 Q. Did you have Mr. Carlos Huerta's
 23 deposition at the time you answered them?
 24 A. I think you've asked me this question, and
 25 I do not know.

1 did not use.
 2 Q. I've got to get this on the record
 3 clearly.
 4 A. Go ahead.
 5 Q. You do not remember whether you used the
 6 Huerta deposition to prepare your Answers to the
 7 Interrogatories?
 8 A. I do not recall using or not using any
 9 such paper because I do not know if I had ever seen
 10 such paper or not. I don't remember. And if I said
 11 at any point that I did in writing, it means that I
 12 did.
 13 Q. Would you open your Exhibit 5 to page 4.
 14 I'm going to take you down to line -- I'm going to
 15 start reading from line 19 into the record.
 16 "Additionally, facts supporting Nanyah's rights and
 17 claims are set forth in the transcript of the
 18 deposition of the person most knowledgeable of Nanyah
 19 Vegas, LLC, pursuant to N.R.C.P. 30(b)(6) taken on
 20 April 3rd, 2014, Nanyah deposition, at page and
 21 line 25:6-27:4, the documentation relating to
 22 Nanyah's \$1,500,000 investment in Eldorado, including
 23 bank statements from Nevada State Bank and agreements
 24 executed in 2007 and 2008, including the purchase
 25 agreement, 28:4-13, Nanyah transferred \$1,500,000 to

1 Q. No, I did not.
 2 MR. SIMONS: You asked him if he had the
 3 deposition. Let's do this. Lay the foundation
 4 whether he knows what a deposition is.
 5 BY MR. LIONEL:
 6 Q. You know what a deposition is, don't you?
 7 A. I think so.
 8 Q. You think so.
 9 It's a little booklet with questions and
 10 answers.
 11 A. Yes.
 12 Q. Correct. And you don't remember whether
 13 you saw Carlos Huerta's deposition?
 14 A. This is what I told you before.
 15 Q. Correct. I'm asking you whether -- that
 16 means you did not have the deposition of Mr. Huerta
 17 at the time you did the Answers to the
 18 Interrogatories?
 19 A. This is not what I said.
 20 Q. Tell me what you said.
 21 A. I said that I do not know nor remember
 22 whether I had it or I didn't have it.
 23 Q. Do you know whether you used it in
 24 conjunction with preparing --
 25 A. I do not remember what I used or what I

1 Eldorado, most likely by wire, 29:9-31:19. Carlos
 2 Huerta coordinated and expected transfer of 1,500,000
 3 from Yoav Harlap on behalf of Nanyah to Eldorado's
 4 bank account with Nevada State Bank."
 5 Did you write that answer?
 6 A. Most probably.
 7 Q. I beg your pardon?
 8 A. Most probably.
 9 Q. Most probably. You don't know whether you
 10 did or didn't?
 11 A. I do not remember.
 12 Q. And you wrote it where, on the computer?
 13 A. If, then yes.
 14 Q. Hmm?
 15 A. If I wrote -- if, then yes.
 16 Q. Now, if you look at page 5, you will see
 17 that everything there is shown as coming from Carlos'
 18 deposition. Do you see that on page 5?
 19 A. If I read page 5, I can tell.
 20 Q. Sure. Sure.
 21 A. What is the question?
 22 Q. The question is: Did you write everything
 23 that appears on page 5?
 24 A. I do not remember.
 25 Q. Do you remember --

1 A. I don't think -- I don't think that I
 2 wrote it. I think that this is the deposition of
 3 Mr. Huerta.
 4 Q. Mr. Harlap, the references here are to
 5 Huerta's deposition.
 6 A. So obviously I did not write --
 7 MR. SIMONS: Hold on. What's the
 8 question?
 9 MR. LIONEL: I haven't got it out yet.
 10 MR. SIMONS: I know.
 11 BY MR. LIONEL:
 12 Q. What appears here on page 5, and if you
 13 look, it's also most of page 6, is information
 14 purportedly coming from the deposition of Carlos
 15 Huerta.
 16 A. Apparently so.
 17 Q. And my question to you is: Who prepared
 18 that page 5 and most of page 6?
 19 MR. SIMONS: Counsel, I'm going to direct
 20 your attention to page 2, and you will see that these
 21 interrogatory answers are prepared on behalf of
 22 Nanyah by and through its undersigned counsel. Your
 23 question on Interrogatory 1 is, "What are the rights
 24 and claims of Nanyah, the basis for such rights and
 25 claims," and et cetera.

1 So in your interrogatory, you've asked a
 2 party for its legal rights and its legal claims. So
 3 that information is to be provided by counsel in
 4 order to be complete and accurate.
 5 I get to say what I get to say.
 6 In response to your interrogatory, the
 7 response has been verified by the client. That means
 8 they're bound by those answers.
 9 MR. LIONEL: I understand he's bound by
 10 them. That's why I'm asking him.
 11 MR. SIMONS: Well, you also understand
 12 that Nanyah entity is -- Nanyah Vegas is an entity,
 13 not an individual. So, therefore, it's entitled to
 14 rely upon information that its agents acquired.
 15 MR. LIONEL: That's a speaking objection,
 16 Counsel.
 17 MR. SIMONS: I know, but you're trying to
 18 confuse this gentleman.
 19 MR. LIONEL: I'm not trying to confuse
 20 him. My questions are straight forward. He's
 21 intelligent. He answers them. Why am I confusing
 22 him? The question is very straight forward. I'm
 23 asking whether he wrote what appears on page 5 and
 24 most of page 6 of this Exhibit 5. That's a straight
 25 forward -- either he did or he didn't.

1 THE WITNESS: What is written on page 5 is
 2 taken from the deposition of Carlos Huerta.
 3 Obviously, I did not write the deposition of Carlos
 4 Huerta.
 5 In regards to the answers to the
 6 interrogatory questions that you've sent to me, they
 7 were primarily prepared with my counsel. I answered
 8 what I could answer to him, but, of course, I am not
 9 the one putting the exact wording as to answer your
 10 questions. I'm not a lawyer.
 11 BY MR. LIONEL:
 12 Q. Somebody wrote page 5 and 6, okay?
 13 A. Obviously, the assembly of all the
 14 material was done by my attorney's office.
 15 Q. Oh, the attorney's office wrote this?
 16 A. The attorney's office compiled all the
 17 information. Whether some of it came from a question
 18 they asked me or not, I do not recall. Whether
 19 something was a question over the phone may have been
 20 because we had a couple of phone conversations as
 21 well. But I do not know how to prepare something
 22 like this. This is the job of my attorney.
 23 Q. I'll accept that from you, but my question
 24 is, then you did not write page 5 and page 6?
 25 A. If you think that I physically typed all

1 these pages, no.
 2 Q. Here, let's take Exhibit 5. What is your
 3 work in it? What can you --
 4 A. I do not recall per page what was my work.
 5 My work was basically I had a couple of calls with my
 6 attorney. We went over -- generally, he sent me some
 7 reading material. I read through it. He asked me if
 8 I had any specific remarks in that respect. As far
 9 as I recall, I did not have any specific remarks. He
 10 sent me a final version. I went through it. It took
 11 a few days. I didn't see there anything that was --
 12 that seemed to me like something that I could not
 13 support. And that's it.
 14 Q. Did you read this entire document?
 15 A. I have. Unfortunately, I had to, yes.
 16 Q. Turn to page 97. You see on the fourth
 17 line it says, "Contemporaneous with the execution of
 18 the purchase agreement," that paragraph. Would you
 19 read it to yourself, please.
 20 A. Until where? Until 9?
 21 Q. To line 9, okay? You read it. I'm not
 22 concerned with -- do you know where that paragraph
 23 came from?
 24 A. I don't remember.
 25 Q. Would it surprise you when I tell you it

1 came from paragraph 38 of your complaint, word for
 2 word?
 3 A. It will not do anything to me, surprise or
 4 not surprise.
 5 Q. Did you use the complaint in preparing
 6 this document?
 7 A. My attorneys used the paperwork that they
 8 needed to use. I read through it. I answered
 9 questions as far as they were -- I answered questions
 10 as far as my attorney had questions. That's it.
 11 Q. Are all the answers in Exhibit 5 true?
 12 A. I think that everything that I -- that I
 13 have written through my attorney is true.
 14 Q. I'm asking you whether everything in
 15 Exhibit 5, all the answers, are true?
 16 A. As far as I remember, yes, absolutely.
 17 Q. And you're telling me you looked at all
 18 the answers in here?
 19 A. I read the whole paper, pretty much, as
 20 far as I remember.
 21 Q. Would it surprise you when I tell you this
 22 particular paragraph now that you read is repeated 25
 23 times in this document?
 24 A. No. There were a lot of paragraphs that
 25 were repeated. Because, if I remember correctly,

1 there was a first version and then you asked for a
 2 more elaborate one and then -- and then it was
 3 prepared and everything repeated itself again and
 4 again.
 5 Q. I'm only concerned about the second
 6 version, which is the Exhibit 5.
 7 A. Okay.
 8 Q. I'm telling you this paragraph is repeated
 9 no less than 25 times in this document.
 10 MR. SIMONS: There's no question. He's
 11 making a statement. So what? What's the question?
 12 Don't answer. There's no question pending.
 13 BY MR. LIONEL:
 14 Q. Were you aware that as many as 25 times
 15 that paragraph --
 16 A. I didn't count.
 17 Q. And you would have answered that 25 times?
 18 A. Pardon?
 19 Q. And you answered that -- strike that.
 20 MR. SIMONS: There's no question there.
 21 BY MR. LIONEL:
 22 Q. And I will repeat again, as far as you
 23 know, everything -- all the answers in here are true?
 24 A. Correct.
 25 MR. SIMONS: That's what the verification

1 says.
 2 MR. LIONEL: Except for those that said
 3 upon information and belief, and as to those, he
 4 believed them to be true.
 5 MR. SIMONS: That's fair.
 6 BY MR. LIONEL:
 7 Q. Would you like to take a break,
 8 Mr. Harlap? I'm prepared to go forward.
 9 A. We can go forward.
 10 Q. Good. Nanyah Vegas was formed in 2007.
 11 Fair statement?
 12 A. More or less. It was formed for the
 13 purpose of this investment.
 14 Q. What was your role in its formation?
 15 A. Probably signing a couple of papers.
 16 Q. Are you the manager?
 17 A. Yes.
 18 Q. Are you the only one who's ever been a
 19 manager of Nanyah Vegas?
 20 A. Yes.
 21 Q. What are the duties of the manager?
 22 MR. SIMONS: Objection to the extent
 23 you're asking for a legal conclusion.
 24 MR. LIONEL: No, it's not.
 25 ///

1 BY MR. LIONEL:
 2 Q. What's your understanding of the duties of
 3 a manager?
 4 MR. SIMONS: That's a better question.
 5 THE WITNESS: Like in any other company.
 6 BY MR. LIONEL:
 7 Q. Were there any particular duties?
 8 A. I have to work in the best interest of the
 9 company.
 10 Q. Did Nanyah Vegas ever have any employees?
 11 A. No.
 12 Q. Did you have any office?
 13 A. There is a registered office, perhaps, but
 14 not a physical office, no.
 15 Q. Ever have a bank account?
 16 A. No.
 17 Q. In Israel or in the United States?
 18 A. Not that I recall, no.
 19 Q. Did it file any tax returns?
 20 A. Yes.
 21 Q. This company?
 22 A. As far as I remember, yes, through this --
 23 the Vegas accountant.
 24 Q. Filed tax returns for --
 25 A. I don't know if it's called tax returns,

1 but I know that I -- because I had this company, I
2 had to have an accountant in America, and I took this
3 accountant and he did whatever he needed to do.
4 There are KIs, or whatever you call them, that every
5 year that he has to get and he does some reporting,
6 and whether it has to do with this or with the other
7 investments that I have in the US, I'm doing that on
8 an annual basis, yes.

9 Q. You know what a KI is?

10 A. I know that there is such a form. I've
11 seen it. I've signed it a hundred times, but the
12 legal standing of this document, I don't know.

13 Q. Did you ever get a KI with respect to
14 Nanyah Vegas?

15 A. I don't know.

16 Q. Do you have any recollection you ever saw
17 one?

18 A. I don't have recollection that I saw it.
19 I don't get into this at all. I have so many
20 investments. I do not look at all these papers. I
21 have my accountants preparing the paperwork for me
22 and telling me where to sign, and this is what I do.

23 Q. Do you sign the KIs?

24 A. If I need to, then I sign them. If I'm
25 instructed to by my accountant, I do.

1 Q. Tell me about your education, Mr. Harlap,
2 just briefly.

3 A. I graduated from high school, and beyond
4 that I did a year and a half in the Haifa, H-A-I-F-A,
5 University in Israel, and then that is where my
6 education, formal education ended, because I had to
7 take care of my interest in my family company.

8 Q. What is your business?

9 A. Primarily we are car importers and
10 distributors.

11 Q. Is the name of the company Colmobil?

12 A. Yes.

13 Q. And how long have you been in that
14 business?

15 A. Pretty much since I was born.

16 Q. It's a family business?

17 A. Correct.

18 Q. Now, you say you have investments all over
19 the world?

20 A. I have other investments, yes.

21 Q. You have no other investments in the
22 United States?

23 A. I do. But all my investments in the
24 United States are after this one, except if there was
25 a -- some fund or something that I invested or my

1 family office invested through, and I don't even
2 know.

3 Q. Tell me what records you have of this
4 investment.

5 A. Of which investment?

6 Q. This investment in Nanyah.

7 MR. SIMONS: Asked and answered. You went
8 over that first thing.

9 THE WITNESS: In Nanyah?

10 BY MR. LIONEL:

11 Q. Yes.

12 A. Or in Eldorado Hills?

13 Q. Either one. In Eldorado Hills. Go ahead.

14 A. I don't remember which paperwork I have,
15 but as much as I have, they are included in the
16 paperwork that was submitted to court.

17 Q. What paperwork was submitted to court?

18 A. I have no idea, but if there were any,
19 then it's there.

20 Q. I'm asking you what records you have of
21 the investment.

22 A. What?

23 Q. What records you have of the investment.

24 A. I don't know.

25 Q. You don't know?

1 A. As far as -- I don't remember which
2 records I do have. I have -- I think my accountant
3 has or my accounting lady has the money transfer
4 proof, et cetera, things like that.

5 Q. The money was transferred to who?

6 A. To Eldorado Hills.

7 Q. Eldorado.

8 As far as you know, to the extent there
9 are records, you don't have them, your accountant has
10 them; is that what you're saying?

11 A. Either my attorney has them and/or my --
12 the accountant may have seen some paperwork like that
13 in the past.

14 Q. But you, back in Israel, have no copies?

15 A. I don't think so, no.

16 Q. You don't think so?

17 A. No, I don't think so.

18 Q. Is it possible you have some records?

19 A. Everything is possible.

20 Q. Hmm?

21 A. Everything is possible theoretically.

22 Q. I accept that.

How often do you travel to Las Vegas?

24 A. It's very seldom.

25 Q. Did you travel here when your daughter was

1 in school?
 2 A. I traveled when my daughter was in school
 3 in order to meet you.
 4 Q. That one time?
 5 A. Exactly.
 6 Q. Where did she go to school?
 7 A. In New York.
 8 Q. And that was the last time you were in Las
 9 Vegas?
 10 A. Correct.
 11 Q. When did you arrive?
 12 A. Pardon?
 13 Q. When did you arrive this time?
 14 A. Yesterday.
 15 Q. Do you consider yourself a sophisticated
 16 investor?
 17 A. Sophisticated enough, I guess, but I know
 18 that there are many things that I don't know.
 19 Q. Are there other investors in Nanyah --
 20 A. No.
 21 Q. -- besides you?
 22 A. No.
 23 Q. It's all your own investment?
 24 A. It's my own, yes.
 25 Q. You don't know what an operating agreement

1 is?
 2 A. No.
 3 Q. It's like a constitution for an
 4 organization --
 5 A. Oh.
 6 Q. -- the bylaws and so forth.
 7 A. Bylaws of the company. Yeah, I know what
 8 are bylaws.
 9 Q. That's bylaws. But there's also what is
 10 known as an operating agreement. Do you have any
 11 recollection that there is an operating agreement --
 12 A. No.
 13 Q. -- for Nanyah?
 14 A. There may be. There may be not. I don't
 15 know if I was -- if I legally had to do such
 16 paperwork and it was brought to my attention, then
 17 probably there is. If I was not, then no. Other
 18 than that, I do not recollect.
 19 Q. Do you use email?
 20 A. Yes.
 21 Q. Do you text?
 22 A. I text, yeah. I text also.
 23 Q. I may have asked this before, but I want a
 24 clear answer. Did you get emails from Carlos Huerta?
 25 A. Over the years, I got a few emails from

1 Carlos Huerta, I guess.
 2 Q. And where are those emails?
 3 A. Probably, if they exist, as far as they
 4 exist, they would be in the Nanyah Vegas folder on my
 5 computer, or if they were just things that I thought
 6 that were not of any relevance, I would probably just
 7 erase them.
 8 Q. But the other ones would be on the
 9 computer?
 10 A. If there are any, they would be there.
 11 Q. Now, you said you saw him in Israel; is
 12 that correct?
 13 A. I saw him in Israel when he came to pitch
 14 the deal.
 15 Q. That was in 2007?
 16 A. Around.
 17 Q. Do you remember when in 2007?
 18 A. I cannot even confirm it was 2007 not 2006
 19 or 2008. I don't remember. I also saw him later in
 20 some wedding of our mutual friend.
 21 Q. Who introduced you to Carlos, Jacob?
 22 A. Jacob Feingold, yes.
 23 MR. LIONEL: Do you know Jacob?
 24 MS. OLIVAS: Yes.
 25 THE WITNESS: And if she knows, she does

1 not forget.
 2 BY MR. LIONEL:
 3 Q. Where did he do the pitching? Was that
 4 your home?
 5 A. Yes, if I remember correctly.
 6 Q. Who else was there at the time?
 7 A. Jacob and him, as far as I remember.
 8 Q. That's Jacob Feingold?
 9 A. Correct.
 10 Q. And what did Carlos tell you at the time?
 11 Who else -- what did he tell you?
 12 MR. SIMONS: Asked and answered.
 13 THE WITNESS: Mr. Lionel, this was so many
 14 years ago that if you really want me to be able to
 15 tell you exactly what he told me, it would be
 16 unserious of me to attempt to answer. Basically, he
 17 pitched a deal, a real estate deal, close to Las
 18 Vegas. I remember it was supposed to be logistic --
 19 for logistic purposes in the future, a road, highway
 20 would cross it or there would be a junction, et
 21 cetera. This was when they still thought of Canamex
 22 and Eldorado Hills as two adjacent plots, as far as I
 23 recall.
 24 BY MR. LIONEL:
 25 Q. Give me the rest of the pitch that you

1 recall.

2 A. That's what I recall.

3 Q. Nothing else?

4 A. From that time, that's it. They were

5 partners in that deal with supposedly a reputable

6 individual named Sig Rogich, who is a well-known

7 figure in Las Vegas, with whom they have done

8 previous deal in which he made a lot of money, and

9 that's about it.

10 Q. That was the deal that Jacob was in?

11 A. I think so. I think so, yeah.

12 Q. And he made a lot of money?

13 A. Sig Rogich apparently made a -- through

14 him.

15 Q. How about Jacob?

16 A. I hope for him that he did too. I think

17 he did.

18 Q. Did he tell you he did?

19 A. I don't remember if he told me he did on

20 that deal. I know Jacob made money in Las Vegas.

21 Whether it is on that deal or another deal, I don't

22 know.

23 Q. What else do you remember about the pitch?

24 A. You've already asked me that, and if I

25 remembered anything, I would have told you.

1 relationship with the Feingold family, I knew that

2 they had this partner in Las Vegas whom they thought

3 very highly of and had an extremely good experience

4 with, and that he was considered by them as

5 religiously honest to the extreme.

6 From my couple of meetings with him, I got

7 the same -- the same impression.

8 Q. With a couple meetings?

9 A. Yes.

10 Q. How many?

11 A. A couple.

12 Q. All at your home?

13 A. No. I told you, I met him also in the

14 wedding of the son of Jacob Feingold. I met him at

15 Jacob Feingold's 60th birthday, to the best of my

16 recollection. Perhaps another once or twice there.

17 And I met him when I came to meet you.

18 Q. But only one time was it a pitch?

19 A. Yeah.

20 Q. Did he talk about Canamex, too, at that

21 pitch?

22 A. As far as I remember, yes.

23 Q. What did he tell you?

24 A. There was an adjacent property to a

25 property that was the Eldorado Hills, which they by

1 Q. Don't remember anymore?

2 A. No. This was many years ago.

3 Q. I understand that.

4 A. Mr. Lionel, I have people pitching deals

5 to me several times a week, all year long. You know,

6 this was just another one of them. And I did not

7 make my investment based on specifics of the deal in

8 terms of analyzing paperwork, in terms of sending

9 surveyors myself, in terms of seeking external --

10 external valuations, et cetera, et cetera. It was

11 not based on that.

12 Q. What was it based on?

13 A. It was based on, at that time, about 25

14 years very close relationship with Jacob Feingold and

15 his entire family, who are very close family, very

16 close friends to me. Of knowing Jacob through bad

17 times and good times and knowing that Jacob's

18 partner, by then, for quite a few years was Carlos

19 Huerta, whom was very highly considered by Jacob and

20 his family as a religiously honest guy with whom they

21 have done several deals, most of which were good,

22 some of which were not so good. I don't know if they

23 were not so good then or they became not so good

24 later. I don't know to tell you the dates.

25 But from my personal, friendly

1 then already either bought or were in the process of

2 buying, and obviously they needed more investors in

3 order to try and add this other parcel, which later

4 on was not possible, and so they suggested that I

5 would join the Eldorado Hills investment, which I

6 did.

7 Q. Did you tell them how much you were going

8 to put in?

9 A. At some point I told them.

10 Q. At the time of the pitch or another time?

11 A. I don't remember. I think probably --

12 probably, knowing myself, probably not. But maybe

13 there was a minimum. Maybe they gave me expectations

14 or something or maybe I gave them the understanding

15 that it is within reason, you know, within reasonable

16 limits. I don't know. We're talking years back.

17 Q. As part of that pitch, did Mr. Carlos give

18 you any documents --

19 A. I remember that I saw some maps, but I

20 don't remember if he gave them to me or he just

21 showed them to me.

22 Q. That's the extent of what you saw?

23 A. Yeah.

24 Q. And when you decided to invest, did you

25 tell Carlos you were going to -- tell me what

1 happened.

2 A. What is exactly the question?

3 Q. You made a determination to invest. You

4 don't remember whether it was at the time of the

5 pitch or not. Did you tell Carlos that you were

6 going to invest?

7 A. At some point I guess I did either tell

8 him directly or tell Jacob who told him.

9 Q. You're not sure which?

10 A. No.

11 Q. But it could have been direct?

12 A. Could have been direct.

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

14 A. I don't think so. Not at that time. I

15 don't think that I had email exchange -- I don't

16 remember. I don't want to say what I don't remember.

17 I don't remember.

18 Q. But that was in 2007?

19 A. Around that time, yeah.

20 Q. Around that time could be 2006, 2008, but

21 you don't remember?

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

23 Q. You don't remember the years?

24 A. Apparently I don't even remember the

25 years.

1 Q. Is there any writing with respect to that

2 investment?

3 A. I think you've asked that, and I've

4 answered it in so many ways already.

5 Q. Try me again.

6 MR. SIMONS: In addition to what he's

7 already testified to that he's put in the record?

8 MR. LIONEL: Yes.

9 THE WITNESS: Not as far as I remember.

10 BY MR. LIONEL:

11 Q. No documentation?

12 MR. SIMONS: He's already answered.

13 You're asking for anything else he recalls. He's

14 answered that question three times.

15 BY MR. LIONEL:

16 Q. No documentation that you know of?

17 A. Not as far as what I remember beyond what

18 has already been submitted.

19 Q. You told me that the accountants had some

20 records of the money or something like that?

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

22 Q. You're assuming?

23 A. I am assuming that in my accounting

24 records there must be proof of the transfer of the

25 money, yes.

1 Q. But as far as you know of your own

2 records, back in Israel, there is nothing with

3 respect to the investment in Eldorado?

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

5 Q. It's all in your head?

6 A. Yeah. And apparently not enough of it

7 because then I could answer your questions better.

8 Q. Do you know what kind of entity Eldorado

9 Hills is?

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

11 Q. It's an LLC?

12 A. I think so.

13 Q. Did you ever see its property?

14 A. No.

15 Q. Did you ever see its offices?

16 A. No.

17 Q. Did you ever see anybody who was employed

18 by that company except Carlos originally?

19 A. And I saw Sig Rogich. I don't know if he

20 was employed or not, but I saw him in your office.

21 Q. And that's it?

22 A. That's it.

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

24 A. At that point in time, he talked a little

25 bit about the election because it was a hot topic,

1 and maybe some -- something about Israel he said or

2 something like that.

3 Q. Did you ever see anything with respect to

4 Eldorado Hills? Any kind of a document or anything?

5 A. Only the ones that I acknowledged seeing.

6 Q. You mean the maps?

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

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

9 you inferring?

10 A. There were some -- it was like -- I think

11 it was a map or a few pages. I don't remember if it

12 was a one-page or a two-page or a three-page that had

13 some drawings. I remember there were some drawings

14 there, and whether there was an aerial photo or a

15 photo or something like that.

16 Q. And that was with respect to the Eldorado

17 property?

18 A. With Canamex and Eldorado, because the

19 idea, as far as I remember, was to look at it as a

20 whole.

21 Q. Did you ever get any phone calls from

22 Huerta when he was in the United States and you were

23 in Israel?

24 A. You mean from 2006, 2007?

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

1 pitch.

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

3 handful.

4 Q. There was some phone calls?

5 A. Maybe. Maybe. Maybe Jacob. Maybe

6 when -- you know, maybe Jacob was next to him. Maybe

7 he called me for the one or the other matter that had

8 to do with this accountant that I -- that he assisted

9 me in finding, and that's it.

10 Q. Do you have any records of any of the

11 phone calls?

12 A. No.

13 Q. Ever get any letters from him?

14 A. Written letters?

15 Q. Yes.

16 A. Not that I recall.

17 Q. But you did get some emails?

18 A. I got some emails.

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

20 have any emails?

21 A. I don't know.

22 Q. You don't know?

23 A. I don't know.

24 Q. You could have some?

25 A. I could have some emails that remained in

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

2 Q. Do you have a file with respect to

3 Canamex?

4 A. Separately, no.

5 Q. I mean anything you have would be together

6 with Eldorado?

7 A. Yes.

8 Q. Do you claim to have a membership interest

9 in Eldorado?

10 A. Correct. As much as I understand the

11 legal term "membership interest."

12 Q. What's the extent of your membership

13 interest?

14 MR. SIMONS: Objection to the extent it

15 calls for a legal conclusion.

16 BY MR. LIONEL:

17 Q. Please.

18 A. I don't know.

19 Q. Is it shares or what?

20 A. It is -- as far as I understand, rights to

21 be registered as a shareholder in Eldorado Hills or

22 to have some equity participation in Eldorado Hills.

23 Q. And the basis of that is what?

24 A. My investment in Eldorado Hills.

25 Q. But what documentation is there?

1 MR. SIMONS: Don't answer again. He's

2 already asked and answered that eight times.

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

4 MR. SIMONS: Yes, you have.

5 BY MR. LIONEL:

6 Q. Answer the question, please.

7 MR. SIMONS: This is the last time. You

8 don't get to keep asking the same thing over and

9 over.

10 MR. LIONEL: I'm asking what the

11 documentation is of that investment -- of that

12 interest. We're talking about interest now.

13 MR. SIMONS: You said "investment."

14 BY MR. LIONEL:

15 Q. What's the documentation with respect to

16 your interest?

17 A. I don't remember.

18 Q. Did you have documentation?

19 A. I don't remember. As much as I had, it is

20 included in here.

21 Q. Included where?

22 A. In the paperwork that were submitted.

23 Q. Do you know any particular paperwork?

24 A. I remember number 2, Exhibit 2.

25 Q. That's the purchase agreement?

1 A. That's a purchase agreement. I remember

2 this one for sure, which acknowledges, to the best of

3 my understanding and to my attorney's understanding,

4 my rights to be a claimant in regards to Eldorado

5 Hills.

6 Q. Clarify. Let's talk membership interest,

7 okay?

8 A. Pardon?

9 Q. Membership interest. You claim a

10 membership interest in Eldorado.

11 A. I answered in regards to the membership

12 interest, that I do not understand the legal standing

13 of the wording "membership interest." In very simple

14 terms, I invested in Eldorado Hills. I am supposed

15 to be part owner of Eldorado Hills. Whether it has

16 been registered properly or not, I do not know. What

17 I know is that in Exhibit 2, it is explicitly

18 mentioned that Nanyah Vegas has a claim towards

19 Eldorado Hills, whether that claim is the -- what you

20 just called it.

21 Q. Membership interest?

22 A. -- membership interest or something else,

23 I know not.

24 Q. What's the extent of the membership

25 interest?

1 A. I don't know.

2 Q. Did you ever know?

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

4 Q. What attempts have you made to get that

5 clarified, the membership interest?

6 A. To have that what?

7 Q. To have the membership interest, to have

8 that issue clarified, what have you done?

9 A. At the time in the past, unfortunately, I

10 do not recall that I have. I was assuming that

11 Carlos Huerta will register my rights properly with

12 his partners, Sig Rogich and whoever else, and later

13 on, I referred it to my attorney to seek my rights.

14 Q. That's Mr. Simons?

15 A. That's Mr. Simons.

16 Q. When did you retain him?

17 A. I retained him after there was the

18 initial -- some kind of a court proceeding that

19 Carlos Huerta helped me do somehow. I don't even

20 remember how. Which was, I think, rejected and then

21 I hired Mr. Simons.

22 Q. That was in 2016?

23 A. Could be.

24 Q. Anybody else that you enlisted to get your

25 interest?

1 A. No. Not that I know.

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

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

4 Q. The million five?

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

6 Q. Based on anything else besides the 2008?

7 You're talking about the agreement?

8 A. I'm talking about value.

9 Q. Value?

10 A. Yeah.

11 Q. Value of what?

12 A. Well, since my potential claim was 1.5

13 back in 2008, and since it was, to my understanding,

14 illegally taken away from me or attempted to be taken

15 away from me, going forward, that 1.5 will carry some

16 interest and potentially other benefits.

17 Q. And you measured that from 2008?

18 A. I don't measure it from a certain date

19 because I don't know what legally I would be entitled

20 to. I think that this is something that will be

21 between my attorney and the court at some point.

22 Q. But the claim you say was 2008, the

23 interest to run from?

24 A. No, no.

25 MR. SIMONS: No.

1 THE WITNESS: At least from 2008. Perhaps

2 from the day I gave the --

3 BY MR. LIONEL:

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

5 A. Because in 2008, there was a paper that

6 was showing that I had this claim, and obviously,

7 this should carry some form of interest over time, I

8 would say.

9 Q. But that was your claim, you had a claim

10 in 2008?

11 MR. SIMONS: You're mischaracterizing.

12 THE WITNESS: No. In 2008, there was a

13 mentioning of my investment in Eldorado Hills, which

14 will result in my potential claim of 1.5 million, the

15 historical number.

16 BY MR. LIONEL:

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

18 agreement?

19 A. The potential claim is, to the best of my

20 understanding, from day one. Whether it is from 2006

21 or '7 or '8, I don't know.

22 Q. The original was based upon you

23 transferring or sending a million and a half, right?

24 A. Correct.

25 Q. In 2007?

1 A. If you say it was 2007, I have to assume

2 that this is correct.

3 Q. And your claim is from that time?

4 A. My claims will be brought when they will

5 be brought by my attorney to court according to his

6 understanding of the date from which I am entitled to

7 it.

8 Q. But the claim is shown in your complaint,

9 isn't it?

10 A. I don't know if it has to -- if it has any

11 material meaning in terms of the date from which we

12 would calculate the interest.

13 Q. You're familiar with the complaint?

14 A. Which complaint?

15 Q. The complaint that you have filed here,

16 the second one. The one that Mr. Simons filed. Are

17 you familiar with that complaint?

18 A. As much as I am able as a nonlawyer to be

19 familiar with it, yes.

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

21 A. Yes.

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

23 2016.

24 A. Maybe.

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

1 MR. SIMONS: A few days before our
 2 meeting.
 3 MR. LIONEL: Two days before what?
 4 MR. SIMONS: Our meeting.
 5 MR. LIONEL: Oh, oh. Is that right?
 6 Off the record.
 7 (Whereupon, a recess was had.)
 8 MR. LIONEL: Back on the record, please.
 9 BY MR. LIONEL:
 10 Q. Do you consider yourself a friend of
 11 Mr. Huerta?
 12 A. No.
 13 Q. Did you ever see him in Las Vegas?
 14 A. When I saw you.
 15 Q. That's the only time?
 16 A. That's the only time I ever saw him in Las
 17 Vegas.
 18 Q. You ever have lunch or dinner with him or
 19 anything?
 20 A. At that time when I was here, I had dinner
 21 with him and lunch.
 22 Q. You had dinner with him?
 23 A. At that time when I was here and I saw
 24 you, I had dinner with him -- no sorry, not dinner.
 25 I had lunch with him because I didn't stay overnight

1 at that time.
 2 Q. Did he have anything to do with your
 3 changing attorneys?
 4 A. Yes.
 5 Q. Did he recommend --
 6 A. He introduced me.
 7 Q. He introduced you?
 8 A. Yes.
 9 Q. Did you meet the attorney in Reno?
 10 A. No.
 11 Q. Mr. Simons?
 12 A. No, I did not go to Reno.
 13 Q. You met him here?
 14 A. I met him here.
 15 Q. Was Mr. Huerta there at the time?
 16 A. Mr. Huerta was there.
 17 Q. Did you ever tell Mr. Huerta you wanted
 18 him to be your steward?
 19 A. I would never use such a term, so no.
 20 Q. The answer is no?
 21 A. What is a steward?
 22 Q. That's somebody in charge of something, I
 23 guess. You're asking from my -- I'm not Mr. Webster,
 24 but that's the best definition I can give you.
 25 Did you ever tell him to invest your

1 million and a half?
 2 A. I didn't tell him to invest a million and
 3 a half. It was not like I went and gave Mr. Huerta
 4 and million and a half and told him to look for
 5 somewhere to park it. He pitched a specific deal to
 6 me that later on took a bit of a twist into Eldorado
 7 from Canamex, and I agreed to invest in that specific
 8 deal. Mr. Huerta is no money manager, as far as I
 9 know.
 10 Q. I want to talk about 2008. In 2008, Mr.
 11 Huerta ceased being a manager of Eldorado; isn't that
 12 correct?
 13 A. If the legal documentation supports that,
 14 then yes.
 15 Q. And actually in Exhibit 2, the purchase
 16 agreement, will support that?
 17 A. If so, then yes.
 18 Q. Tell me about the discussions that you had
 19 with him at that time.
 20 A. I don't remember the discussions that we
 21 had at that time. There was probably something vague
 22 about -- or vaguely I remember or recall about the
 23 fact that he had his own financial issues at the
 24 time. He had to sell or whatever. And within that
 25 sale, he made sure that my interest in Eldorado Hills

1 remained intact.
 2 Q. The purchase agreement, which is
 3 Exhibit 2, says that you are a potential claimant; is
 4 that correct?
 5 A. That appears there, yeah.
 6 Q. What was your understanding of what you
 7 were as a potential claimant?
 8 MR. SIMONS: Here you're asking him to
 9 interpret a document that he's not --
 10 MR. LIONEL: No, I'm asking his
 11 understanding.
 12 MR. SIMONS: Yes, you are. You're asking
 13 him to legally interpret the document.
 14 MR. LIONEL: I asked him his
 15 understanding.
 16 MR. SIMONS: No. You're asking him to --
 17 BY MR. LIONEL:
 18 Q. Would you answer the question, please?
 19 MR. SIMONS: No. You're asking him to
 20 interpret a document that he's not a party to.
 21 That's a legal issue for the court. You don't get a
 22 witness to testify as to what he -- how he's going to
 23 interpret the document. I'm not letting that happen.
 24 MR. LIONEL: He makes claims under it.
 25 MR. SIMONS: Absolutely. It says what it

1 says. The document says what it says.
 2 BY MR. LIONEL:
 3 Q. What do you understand you are as a
 4 potential claimant?
 5 MR. SIMONS: Don't answer.
 6 MR. LIONEL: Why? Is that privileged?
 7 MR. SIMONS: No. You're asking him for --
 8 MR. LIONEL: Then you cannot make the --
 9 MR. SIMONS: Absolutely I can.
 10 MR. LIONEL: You cannot tell him not to
 11 answer.
 12 MR. SIMONS: Absolutely I can.
 13 MR. LIONEL: No, you can't.
 14 MR. SIMONS: You're asking him to
 15 interpret a document. That's a legal issue.
 16 MR. LIONEL: That's not a --
 17 MR. SIMONS: That's not a factual issue.
 18 MR. LIONEL: You are limited to what you
 19 can tell a witness.
 20 MR. SIMONS: Here's what I can do. I can
 21 also suspend that question and move for a protective
 22 order.
 23 MR. LIONEL: Do that.
 24 MR. SIMONS: Well, I will if I need to.
 25 MR. LIONEL: I want an answer.

1 MR. SIMONS: Well, you're not going to get
 2 to sit here and ask him to interpret the contracts
 3 today. Not happening.
 4 MR. LIONEL: Under the rule, you cannot --
 5 you cannot object. He's got to answer.
 6 MR. SIMONS: I can --
 7 MR. LIONEL: You can't tell him not to
 8 answer.
 9 MR. SIMONS: I can tell him not to answer
 10 to protect the record while we take the issue up.
 11 Absolutely we can. I'm very comfortable with that
 12 because I've done it before.
 13 THE WITNESS: But how can I answer a legal
 14 question?
 15 MR. SIMONS: That's the point. What's
 16 your question? Put it on the record. What does he
 17 interpret --
 18 MR. LIONEL: You made this long talking
 19 objection, to which I object to.
 20 MR. SIMONS: Well, I know. But I'm trying
 21 to let you know that it's an improper question. Go
 22 ahead.
 23 MR. LIONEL: Now he's going to tell me
 24 what you said.
 25 MR. SIMONS: So what.

1 BY MR. LIONEL:
 2 Q. What was your understanding --
 3 MR. SIMONS: When?
 4 BY MR. LIONEL:
 5 Q. You said you were a potential claimant.
 6 A. I don't have an understanding. It is a
 7 legal matter that has legal standing and it's not for
 8 me to decipher it.
 9 Q. Earlier in the deposition you said you
 10 were a potential claimant.
 11 A. This is what the paper says.
 12 Q. I'm asking you what your understanding
 13 is --
 14 A. It is not my place to understand or not
 15 understand. It is my place to claim or not to claim.
 16 Q. Claim what?
 17 A. Any rights that I might have.
 18 Q. But you are a potential claimant?
 19 MR. SIMONS: No. The document says what
 20 it says. He'll agree that the document says what it
 21 says. We'll stipulate that it says what it says.
 22 MR. LIONEL: You're really in a good
 23 friendly, good mood. You'll stipulate what it says.
 24 MR. SIMONS: Yeah.
 25 MR. LIONEL: No thanks.

1 BY MR. LIONEL:
 2 Q. Who did you have potential claims
 3 against --
 4 MR. SIMONS: Objection to the extent
 5 you're trying to characterize the document as the
 6 definition of potential claims, but go ahead and
 7 ask -- answer because if he's asking for who your
 8 claims are against, you can answer that.
 9 THE WITNESS: Would you like to repeat the
 10 question, sir?
 11 BY MR. LIONEL:
 12 Q. As a potential claimant, whom did you have
 13 potential claims against?
 14 MR. SIMONS: I'm objecting because now
 15 you're trying to define him as a potential claimant
 16 under the definition in the contract. To the extent
 17 you're not and as to who his claims would be against,
 18 I will let you answer.
 19 THE WITNESS: My claims would be against
 20 Sig Rogich, his family foundation, to the best of my
 21 understanding, Teld, which is Eliades, and any other
 22 person or --
 23 MR. SIMONS: Entity.
 24 THE WITNESS: -- entity that is mentioned
 25 in my claim.

1 BY MR. LIONEL:
 2 Q. What would be the -- what's the basis for
 3 your claim against Mr. Rogich?
 4 MR. SIMONS: Asked and answered. You went
 5 through that earlier today.
 6 MR. LIONEL: That doesn't give you the
 7 right to stop him, Counsel.
 8 MR. SIMONS: It gives me the right to put
 9 an objection.
 10 MR. LIONEL: I'm questioning him. It's my
 11 deposition.
 12 MR. SIMONS: And the Discovery
 13 Commissioner said, and you referenced that you would
 14 not delay it or be unduly burdensome.
 15 MR. LIONEL: You are delaying it by doing
 16 what you've got --
 17 MR. SIMONS: You're asking the same
 18 questions you've already asked.
 19 MR. LIONEL: -- no right to do, which you
 20 have no right to do.
 21 MR. SIMONS: Well, I can when it becomes
 22 burdensome and harassing.
 23 Do you have anything to add over and above
 24 other than what you've already testified as to the
 25 basis of your claims?

1 MR. SIMONS: You asked the same questions
 2 over and over. Let's move forward with this one
 3 question but you know what my objection's going to
 4 be. If we're going to ask the same things we've
 5 already covered, we're going to have a problem.
 6 MR. LIONEL: Then we might as well stop it
 7 now and go to the Discovery Commissioner.
 8 MR. SIMONS: No, because that's
 9 something -- it looks to me like that's your plan.
 10 MR. LIONEL: So what is my plan?
 11 MR. SIMONS: To delay.
 12 MR. LIONEL: What kind of nonsense -- what
 13 do I gain by delay?
 14 MR. SIMONS: You tell me.
 15 MR. LIONEL: So what are you talking
 16 about?
 17 THE WITNESS: Sending more hours to your
 18 attorney.
 19 MR. SIMONS: You want to waste the time?
 20 Go ask him, what are your claims -- the basis of your
 21 claims against Mr. Rogich?
 22 MR. LIONEL: No, no, I'll ask the
 23 questions.
 24 MR. SIMONS: Then have at it.
 25 ///

1 MR. LIONEL: No, no, no, no.
 2 BY MR. LIONEL:
 3 Q. What's the basis for your claim against
 4 Mr. Rogich?
 5 MR. SIMONS: Asked and answered.
 6 BY MR. LIONEL:
 7 Q. Answer the question.
 8 A. Asked and answered.
 9 Q. That's not an answer. You've got to
 10 answer it. If you answered, asked and answered, what
 11 was your answer?
 12 MR. SIMONS: It says it in the record.
 13 MR. LIONEL: Counsel, I'm going to stop
 14 this deposition and we'll go to the commissioner. Do
 15 you want to do that?
 16 MR. SIMONS: Look, I want you to move
 17 forward and not ask the same questions over and over.
 18 So this one time, you can restate all that if you
 19 want to pull it up or reference what I've already
 20 said, but we're not --
 21 MR. LIONEL: No, no --
 22 MR. SIMONS: -- we're not going down this
 23 road today. You want to waste time now.
 24 MR. LIONEL: I'm not trying to waste time.
 25 I have not been wasting time.

1 BY MR. LIONEL:
 2 Q. What's the basis for your claim against
 3 Mr. Rogich?
 4 A. As I told you before.
 5 Q. Which is what?
 6 A. My interest in Eldorado Hills, as also
 7 mentioned in Exhibit 2, perhaps in other papers as
 8 well, sees me as a potential claimant the way it is
 9 referred to in that paper, specific paper. And other
 10 than that, I'm seeking the legal advice of my counsel
 11 in order to assess what are my rights.
 12 Q. Before that paper, which is Exhibit 2,
 13 you're talking about the purchase agreement, did you
 14 have any claim against Mr. Rogich?
 15 A. In 2007 or whenever I invested in Eldorado
 16 Hills?
 17 Q. At any time -- at the time -- strike that.
 18 Exhibit 2 is called a purchase agreement,
 19 and you claim you have rights under that purchase
 20 agreement --
 21 A. Also under that purchase agreement. Also
 22 under that purchase agreement.
 23 Q. What else do you have rights from?
 24 A. I probably have my right due to the fact
 25 that I invested directly in Eldorado Hills prior to

1 that.

2 Q. Fine. Exhibit 2, the purchase agreement,

3 you say you have rights against Mr. Rogich under that

4 agreement; is that correct?

5 MR. SIMONS: He already answered the

6 question. Now you're mischaracterizing. Asked and

7 answered. He said also under that agreement.

8 MR. LIONEL: And I'm asking what the other

9 things were?

10 MR. SIMONS: He did. His investment into

11 Eldorado Hills.

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

13 know --

14 THE WITNESS: And any other -- and

15 other --

16 BY MR. LIONEL:

17 Q. I understand that. I understand what

18 you're saying.

19 MR. SIMONS: Well, if you understand it,

20 then you don't need to ask the question.

21 BY MR. LIONEL:

22 Q. Mr. Harlap, all I'm asking you is prior to

23 Exhibit 2, which is the purchase agreement under

24 which you say you have rights, did you have any

25 rights against Mr. Rogich?

1 MR. SIMONS: Asked and answered.

2 BY MR. LIONEL:

3 Q. Answer that, please.

4 A. I think that I've answered before. I've

5 made my investment in Eldorado Hills in which he was

6 a part of, to the best of my understanding. And so

7 as much as he was part of it, I theoretically, and

8 based on my legal advice, would have claims against

9 him, yes.

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

11 A. Because of any legal reason.

12 Q. Are you aware of any legal reason?

13 A. Had I been a lawyer, I would have been

14 aware. Since I'm not a lawyer, I cannot be aware.

15 Q. Aside from what you just said, did you

16 have any claim against Mr. Rogich prior to the

17 execution of Exhibit 2?

18 MR. SIMONS: Asked and answered. That's

19 the third time.

20 BY MR. LIONEL:

21 Q. Answer that.

22 A. Asked and answered.

23 MR. SIMONS: There you go.

24 BY MR. LIONEL:

25 Q. What's your answer?

1 MR. SIMONS: He already answered.

2 THE WITNESS: I answered.

3 MR. SIMONS: Go ahead.

4 BY MR. LIONEL:

5 Q. What was your answer?

6 A. I answered.

7 MR. SIMONS: Will you go back and read the

8 answer to Mr. Lionel.

9 (Whereupon, the record was

10 read back by the court reporter:)

11 BY MR. LIONEL:

12 Q. Aside from the fact that you had invested

13 a million five in Eldorado and aside from the

14 purchase agreement, based on what else did you have a

15 claim against Mr. Rogich at the time?

16 A. Based on any other paperwork that my

17 lawyer would see as giving me such rights.

18 Q. And you personally have no personal

19 understanding of what they may be?

20 A. I am not a lawyer, and so I do not attempt

21 to understand what I am not educated to.

22 Q. Before the purchase agreement, did you

23 have any rights against anybody other than Eldorado?

24 A. Before which purchase agreement?

25 Q. The one, Exhibit 2.

1 MR. SIMONS: Objection to the extent it's

2 asking for a legal conclusion.

3 MR. LIONEL: I want his understanding.

4 THE WITNESS: I do not have the capacity

5 to analyze my legal standing in regards to any

6 previous paperwork or this paperwork, and I have to

7 rely on my attorney's counsel.

8 BY MR. LIONEL:

9 Q. And as far as you're concerned, you have

10 no knowledge of any such --

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

12 to have knowledge.

13 Q. No what?

14 A. No attempt to assume that I have the

15 knowledge.

16 Q. Were you a party to the purchase

17 agreement?

18 MR. SIMONS: Objection to the extent it

19 asks for a legal conclusion.

20 BY MR. LIONEL:

21 Q. Answer the question, please.

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

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

24 Okay.

25 A. I was mentioned in Exhibit 2.

1 Q. But you were not a party?

2 MR. SIMONS: Objection.

3 THE WITNESS: I don't understand what is

4 the standing of a party or not a party.

5 BY MR. LIONEL:

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

7 concerned --

8 A. I don't have -- I have no concerns other

9 than what is my legal standing. And I am not

10 deciphering my legal standing. It not for me to do.

11 Q. I should have taken a deposition of your

12 lawyer.

13 A. Maybe.

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

15 BY MR. LIONEL:

16 Q. Did you have any claim against Teld

17 prior --

18 A. Same answer.

19 Q. How about Mr. Eliades?

20 A. Same answer.

21 Q. How about with the Eliades Trust?

22 A. Same answer.

23 Q. How about the Rogich Trust?

24 A. Same answer.

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

1 MR. SIMONS: Which time?

2 THE WITNESS: What do you mean by "so

3 long"? I think I'm suing within the time frame that

4 I'm permitted to. Why is it too long?

5 BY MR. LIONEL:

6 Q. Is that your reason?

7 A. My reasons are to be kept between me and

8 my attorney. This is privileged information.

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

10 A. I think so.

11 Q. Fine. Did you ever discuss your claim

12 against Mr. Rogich or his trust with Mr. Rogich? Did

13 you ever discuss it with him?

14 A. No.

15 Q. Did you make any attempt to discuss it

16 with him?

17 A. No, he made the attempt. I did not have

18 direct contact with Mr. Rogich ever.

19 Q. Did you ever attempt to have direct

20 contact?

21 A. Via Carlos Huerta and Jacob Feingold and

22 my attorneys.

23 Q. What attempt did you make?

24 A. They were, to my understanding, repeatedly

25 trying to get him to give me back everything that I

1 was owed in regards to this investment, in one way or

2 the other.

3 Q. Where did Jacob Feingold come in? What

4 did he do?

5 A. He's the go through between me and Carlos

6 at some point.

7 Q. What did Carlos try to do?

8 A. I'm not aware of exactly what he tried to

9 do, except to my understanding, he went back and

10 forth many times to Sig Rogich, whether before this

11 agreement, during this agreement, after this

12 agreement, but we know the end result so far.

13 Q. Did Carlos tell you that?

14 A. Yes.

15 Q. What did he tell you exactly?

16 A. I don't remember.

17 Q. When did he tell you?

18 A. I don't remember.

19 Q. Mr. Harlap, I'm going to ask you some

20 questions based on your complaint. And to make it a

21 little clearer, I'm going to give you a copy of the

22 complaint. So when I look at something in here,

23 we'll know what we're talking about instead of my

24 just reading it.

25 MR. LIONEL: This will be six.

1 (Exhibit Number 6 was marked.)

2 BY MR. LIONEL:

3 Q. Would you look at that complaint, please,

4 Mr. Harlap. I'm going to start on paragraph 12.

5 "Eldorado relied on its two members to pay the

6 monthly loan payments, requiring Go Global and Rogich

7 Trust to contribute additional funds to Eldorado,

8 which in turn, Eldorado would use to pay the monthly

9 loan payment. In addition, funds would be

10 contributed and applied and used toward the

11 development cost as the project was being designed as

12 an industrial park."

13 Now, I read that paragraph to you to bring

14 you a little -- one of the things you talk about is

15 the -- you have some paragraphs here with respect

16 to -- well, Mr. Huerta said he paid. In other words,

17 he said he paid certain money for mortgage payments

18 and that he wanted to get them back or words to that

19 effect. I'm just trying to give you a general

20 background for where we're going.

21 A. I hear you.

22 Q. I beg your pardon?

23 A. I hear you.

24 Q. Okay. Fine. Now, look at paragraph 13,

25 "Commencing in or about 2006, Rogich Trust was

1 experiencing financial difficulties, which caused
 2 Rogich Trust to be unable to contribute further funds
 3 to Eldorado for payment of Eldorado's monthly loan
 4 payments."
 5 You're familiar with that paragraph?
 6 A. I read it here in my complaint.
 7 Q. Do you have any problems -- do you
 8 understand it?
 9 A. Yes, I do not -- I cannot relate now to
 10 whether it was 2006 or not, I don't know.
 11 Q. I understand that. I accept that.
 12 A. And, of course, I am not fully aware of
 13 Sig Rogich's personal finances.
 14 Q. I'll get into that. This paragraph here,
 15 is that your understanding, that that was the
 16 situation in 2006 or 2007?
 17 A. If this is what legally this means, then
 18 yes.
 19 Q. How do you know that? Is that what Carlos
 20 told you?
 21 A. I do not know.
 22 MR. SIMONS: Objection. This isn't a
 23 document he prepared. His counsel prepared it.
 24 BY MR. LIONEL:
 25 Q. Is that what Carlos told you?

1 A. I have no idea. This is a legal document
 2 that was prepared by my counsel based on the assembly
 3 of all the information that was given either by
 4 paperwork or in wording either through me or through
 5 findings of other papers and/or through Carlos Huerta
 6 or anybody else who had to do with this case or this
 7 investment.
 8 Q. But you know that these three lines were
 9 prepared by your lawyer, right?
 10 A. Yes.
 11 Q. And it says, "And commencing 2006, the
 12 Rogich Trust was experiencing financial
 13 difficulties." Is that what it says?
 14 A. That's what it says.
 15 Q. Do you have any information about whether
 16 that's true or not?
 17 A. No.
 18 Q. No. Do you have any information about
 19 whether Rogich Trust was unable to contribute further
 20 funds to Eldorado? You don't have any information?
 21 A. You're asking me whether he could
 22 contribute. I have no clue whether he could. I know
 23 that I heard that he didn't.
 24 Q. From whom?
 25 A. At the time, apparently.

1 Q. From whom?
 2 A. Probably through Carlos or through the
 3 findings of my attorney.
 4 Q. Fine. But you have no personal knowledge
 5 of that?
 6 A. No.
 7 Q. Let's go to 14. Would you read that, and
 8 I'm going to ask you whether you've got any personal
 9 knowledge of that.
 10 A. I heard about it.
 11 Q. From whom?
 12 A. Either from Carlos Huerta or through my
 13 lawyers when we started preparing the paperwork for
 14 the claim.
 15 Q. But you don't have any personal knowledge?
 16 A. I don't recall.
 17 MR. SIMONS: Here's what I need to do, is
 18 to caution you that communications between yourself
 19 or myself or anyone in my office are protected by the
 20 attorney/client privilege. If your information is
 21 derived from those communications, then I'm
 22 instructing you not to answer.
 23 THE WITNESS: Okay.
 24 MR. SIMONS: If he asks you a question
 25 about personal knowledge that derives from another

1 source other than our communications, he's entitled
 2 to that.
 3 THE WITNESS: But the truth is that I
 4 cannot recall what, if at all, at some point I heard
 5 from Carlos, let alone what was going on between you
 6 and me. I cannot say this I heard from you, that I
 7 heard from him. By and large, if I heard anything
 8 from Carlos, it was like that (motioning with hands
 9 far apart). If I heard anything through you, it was
 10 like that (motioning with hands closer together).
 11 MR. SIMONS: Okay.
 12 THE WITNESS: This is as much as I can
 13 relate to it, Mr. Lionel.
 14 BY MR. LIONEL:
 15 Q. Let's go back to paragraph 14. Do you
 16 have any personal knowledge of what that says?
 17 MR. SIMONS: Again, just for
 18 clarification, if your knowledge is based upon our
 19 communication --
 20 THE WITNESS: It's based upon this
 21 attorney relationship.
 22 MR. LIONEL: No. If I ask him whether he
 23 has any personal knowledge, he can answer that, can't
 24 he?
 25 MR. SIMONS: What you're saying is, yes, I

1 have personal knowledge, but it was derived from my
 2 attorney? Yes, I agree with that.
 3 MR. LIONEL: If he's got personal
 4 knowledge, it's not derived from him.
 5 BY MR. LIONEL:
 6 Q. Independent of your lawyer, do you have
 7 knowledge of that, personal knowledge?
 8 A. I do not know.
 9 Q. Paragraph 15, would you read it, please.
 10 A. I read it.
 11 Q. Aside from what your attorney may have
 12 told you, do you have any personal knowledge of
 13 what's in paragraph 15?
 14 A. I may have also heard something in this
 15 regard from Carlos, but I do not recall. I do not
 16 recall a specific conversation, but it might have
 17 very well been.
 18 Q. From Carlos?
 19 A. If, then from Carlos -- beyond what I know
 20 from my lawyer, it would be from Carlos and maybe
 21 Mr. Feingold.
 22 Q. Fine. It talks about Go Global's
 23 advances. Do you know what the amount of those
 24 advances were?
 25 A. No.

1 advances?
 2 A. Not specifically.
 3 Q. How about generally?
 4 A. Maybe -- I don't want to say that I
 5 remember specific because my memory may be due to the
 6 fact that I read the paperwork at a later point and
 7 only got information then, but I don't know.
 8 Q. But do you now have any memory of him
 9 talking --
 10 A. Now I don't need the memory. Now I can
 11 read.
 12 Q. You want me to take that away from you?
 13 A. No need to.
 14 Q. Paragraph 16, "In reliance on Rogich
 15 Trust's approval, consent and knowledge, Go Global
 16 solicited and obtained the following investments into
 17 Eldorado."
 18 Do you have any memory that Rogich Trust
 19 approved, consent and knew about this?
 20 A. Now I have to refer you to the
 21 lawyer-client conversations.
 22 Q. But do you -- aside from that, do you have
 23 any personal knowledge?
 24 A. It's not me to have personal knowledge or
 25 not. I'm not basing anything here theoretically on

1 Q. Did you ever know?
 2 A. I may have seen something, but I don't
 3 recall.
 4 Q. Did you ever inquire as to the amount of
 5 the advances?
 6 A. No. I never got into the details of this
 7 investment to that level.
 8 Q. When Carlos made the pitch to you in
 9 2007 --
 10 A. Or '6 or whatever it was.
 11 Q. Whatever it was, did he talk about
 12 advances by him?
 13 A. I do not remember that. There is no way I
 14 would remember that.
 15 Q. Are you sure you don't remember
 16 anything -- him talking about advances?
 17 A. I don't remember him saying or not saying
 18 it. And I do not remember whether it was during the
 19 pitch and/or after the pitch, prior to me investing
 20 money or post me investing money in Eldorado Hills.
 21 I cannot tell you.
 22 Q. You cannot say whether --
 23 A. It could or could not have been in any of
 24 these occasions.
 25 Q. Do you remember him ever talking about

1 personal knowledge because it is many years ago. I
 2 do not recall. And as much as I know what happened
 3 was, in retrospect, floated or surfaced through the
 4 findings of my legal counsels, mostly. Not only but
 5 mostly.
 6 Q. But when I ask if you have personal
 7 knowledge, besides what your lawyer may have told
 8 you, you can say yes or no.
 9 A. When I am firm about whether I have
 10 personal knowledge or not, I would.
 11 Q. But you don't have personal knowledge?
 12 A. I don't have.
 13 Q. You can't say that you had?
 14 A. I cannot say that I have or that I don't
 15 have.
 16 Q. That's a strange answer, Mr. Harlap.
 17 A. Maybe, but it is my answer.
 18 Q. Fine. Well, I'm going to break it down.
 19 "And reliance on Rogich Trust's approval, consent and
 20 the knowledge, Go Global consented and obtained the
 21 following investments."
 22 A. "Go Global solicited and obtained."
 23 Q. "Solicited and obtained the following
 24 investments."
 25 But you can't tell me that you are

1 personally aware that Rogich Trust approved,
 2 consented and knew about it?
 3 A. I cannot say that I personally know or
 4 don't know.
 5 Q. Fine. It says Nanyah, a million five.
 6 A. That's what it says.
 7 Q. Did Nanyah make that investment in
 8 Eldorado?
 9 A. Nanyah Vegas made the 1,500,000 investment
 10 in Eldorado Hills.
 11 Q. With Mr. Rogich Trust's approval, consent
 12 and knowledge?
 13 A. As I told you before, I do not know and I
 14 cannot answer.
 15 Q. Fine. Do you know about the Antonio
 16 Nevada's \$3,360,000 purported investment in Eldorado?
 17 A. No.
 18 Q. No personal knowledge aside from what you
 19 may have learned from your lawyer. Fair statement?
 20 A. Either lawyer or before, but nothing
 21 personal and no paperwork regarding this thing, as
 22 far as I recall.
 23 Q. And you would say the same answers with
 24 respect to the Ray family, which shows \$283,561, and
 25 the Eddyline Investments --

1 remember where, that was paid by the Eldorado Hill
 2 Trust or whatever it is, or repaid to Go Global, to
 3 Carlos Huerta. There was something like that, but I
 4 don't remember. I don't know. I don't know if this
 5 is the numbers that you are relating to.
 6 Q. What's the extent of your personal
 7 knowledge aside from what you learned from your
 8 lawyers with respect to 17?
 9 A. There's no extent.
 10 Q. At the time you sent -- invested a million
 11 and a half into Eldorado, were you aware of what was
 12 in the Eldorado account at that time?
 13 A. I don't think so. I doubt very much.
 14 Q. While you were in Israel with Mr. Huerta,
 15 did you tell him that some money would be paid to
 16 Huerta out of your million five?
 17 A. If I told Carlos Huerta, it's money of my
 18 investment in Eldorado would be paid to Carlos
 19 Huerta.
 20 Q. Be paid, yes, or Go Global?
 21 A. I do not remember that, but I doubt it.
 22 Because my investment was into Eldorado Hills, not --
 23 I did not pay anything to Carlos Huerta, and I paid
 24 an investment into Eldorado Hills.
 25 Q. You invested a million five in Eldorado

1 A. Correct.
 2 Q. -- for \$50,000?
 3 A. Correct.
 4 Q. Now, let's look at paragraph 17. "After
 5 receipt of Nanyah's investment," I assume it's the
 6 one million five, "with the full knowledge, consent
 7 and agreement of Rogich Trust in or about December
 8 2007, Eldorado used the majority of the one million
 9 five invested to repay Go Global in amounts Go Global
 10 has single-handedly advanced on behalf of Eldorado."
 11 Any personal knowledge of that?
 12 A. Not that I recall.
 13 Q. Paragraph 19, "Rogich Trust was at all
 14 times fully informed and approved the foregoing
 15 transactions."
 16 Aside from what your attorney may have
 17 told you, do you have any personal knowledge of
 18 what's contained in paragraph 19?
 19 A. No.
 20 Q. In paragraph 17, you talked about Eldorado
 21 using the majority of the million five invested by
 22 Nanyah. What was the majority, do you know?
 23 A. I think it was a number that was very
 24 close to the 1.5 million, but this is only if this is
 25 the amount of money that I saw somewhere, and I don't

1 Hills. We're talking about Nanyah or you, okay? And
 2 none of that money was paid to Huerta?
 3 A. Not that I recall.
 4 Q. You have no knowledge of that?
 5 A. I have no knowledge specifically that that
 6 specific money that I am paying had to be paid to
 7 Carlos Huerta. I have a later understanding that
 8 there were monies that were supposed to be paid by
 9 Eldorado Hills to Go Global, which is Carlos Huerta.
 10 I don't know of it being painted as my specific money
 11 as such.
 12 Q. You don't know whether what Carlos got
 13 from Huerta was part of the million five?
 14 A. Carlos Huerta got from who?
 15 Q. From Eldorado?
 16 A. In retrospect, I know that there were
 17 payments done from Eldorado to Carlos. To the best
 18 of my understanding, this was reimbursement of
 19 advancements that he gave, according to the paperwork
 20 that is here, but I don't know of it personal
 21 knowledge. I know it out of the papers that were
 22 assembled by my attorneys.
 23 Q. You don't know whatever Carlos got from
 24 Eldorado for advances, as you put it, came out of
 25 your million five?

1 A. I don't know.

2 Q. You don't know that?

3 A. I don't know. It could have come out of

4 somebody else's. I don't know.

5 Q. You don't know?

6 A. No.

7 Q. You're sure of that?

8 A. Yes.

9 Q. Let's look at paragraph 17. It says,

10 "Eldorado used the majority of the million five

11 invested to repay Carlos the amounts Carlos had

12 single-handedly advanced."

13 A. Apparently.

14 Q. Apparently what?

15 MR. SIMONS: What's the question?

16 BY MR. LIONEL:

17 Q. Apparently it came out of the million

18 five?

19 A. Apparently this is what the lawyers have

20 found, I think, as much as I can understand what is

21 written.

22 Q. So when you testified a few minutes ago

23 that it did not come out of your money --

24 A. I do not -- you cannot paint this money

25 and say -- maybe it came out of a different pocket

1 that went into Eldorado Hills.

2 Q. That's not what this says.

3 A. Okay. So apparently the lawyer found out

4 that it was paid out of that.

5 Q. And did you agree that the money should

6 come out of your million five?

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

8 Q. You didn't know. This says it did come

9 out of the one-five.

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

11 Q. Did you agree to it?

12 MR. SIMONS: Asked and answered. Third

13 time on this question. He said he didn't know about

14 it.

15 Go ahead.

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

17 Counsel.

18 MR. SIMONS: Well, come on.

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

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

21 Counsel.

22 MR. LIONEL: Nonsense.

23 Would you read the last question back?

24 MR. SIMONS: Go two questions back.

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

1 deposition and I'm questioning.

2 MR. SIMONS: Don't keep asking the same

3 question over and over.

4 MR. LIONEL: Ask the last question,

5 please.

6 (Whereupon, the following question was

7 read back by the court reporter:

8 Question: "Did you agree to it")

9 THE WITNESS: Agree to what?

10 BY MR. LIONEL:

11 Q. To the payment to Huerta or Go Global out

12 of the million five that you say you invested?

13 A. I don't know.

14 Q. You don't know?

15 A. No, I don't know.

16 Q. You may have?

17 A. I may have not.

18 Q. May have not. Okay.

19 At the time you invested in Eldorado, were

20 you aware of its financial condition?

21 A. No. Not that I recall.

22 Q. Did you attempt to find out?

23 A. Not that I recall.

24 Q. Were you aware that there was a large

25 mortgage that was owed by Eldorado?

1 A. I think I heard about a mortgage, but I

2 don't know. Honestly, I don't know.

3 Q. Do you remember anything about it?

4 A. No. I assume that any real estate

5 transaction purchase would have part equity, part

6 mortgage, and so I assume there could be also a

7 mortgage here.

8 Q. So you assumed that at the time?

9 A. Perhaps I assumed at the time. Perhaps

10 not. I don't know. I don't remember what happened

11 in 2006 or '7.

12 Q. You don't remember?

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

14 Q. I beg your pardon?

15 A. Are we between questions?

16 Q. Do you want to go someplace?

17 A. If that is possible.

18 Q. Surely. Absolutely.

19 (Whereupon, a recess was had.)

20 BY MR. LIONEL:

21 Q. Are you aware that Go Global got a

22 consulting fee?

23 A. No. I don't recall.

24 Q. Are you aware that he got a consulting fee

25 out of your million and a half?

1 A. No. Not that I recall. I may have. I
 2 may have not. Maybe I knew. Maybe not. I don't
 3 know.
 4 Q. Did you read Mr. Huerta's deposition where
 5 he discussed a consulting fee?
 6 A. If the deposition of Mr. Huerta is part of
 7 this thing, which I had to read, then yes, but I
 8 don't remember the details. As I told you, it was a
 9 while ago. And I would not remember anyway.
 10 Q. What would you remember about the
 11 consulting fee?
 12 A. I don't. I don't remember there being or
 13 not being one.
 14 Q. Do you know whether the consulting fee was
 15 reflected in the general ledger of Eldorado?
 16 A. No. I have no idea.
 17 Q. You have no idea?
 18 A. I have no idea.
 19 Q. You're sure?
 20 A. I have no idea. It may be part of the
 21 findings of my attorneys at some point, but I
 22 personally do not have knowledge. I have never seen
 23 the ledger personally. I wouldn't know how to read
 24 it had I seen it.
 25 Q. Well, could you have heard Mr. Huerta say

1 it was on the general ledger?
 2 A. Theoretically, I could have heard him say,
 3 but I don't recall something like that.
 4 Q. You don't have any knowledge about a
 5 consulting fee; is that what you're saying?
 6 A. I don't have information about him having
 7 a consulting fee but maybe he did.
 8 Q. And maybe it was on a general ledger?
 9 A. Maybe.
 10 Q. But you don't have any knowledge?
 11 A. I have no knowledge.
 12 Q. You never heard that?
 13 A. I didn't say I never heard. I don't
 14 recall hearing.
 15 Q. Did you ever authorize a consulting fee to
 16 Mr. Huerta or Go Global?
 17 A. Given my recent answer, the answer would
 18 be that I did not give such consent, to the best of
 19 my understanding, nor do I recall whether I did or
 20 didn't.
 21 Q. Did you ever object to the payment of a
 22 consulting fee to Go Global?
 23 A. Pardon?
 24 Q. Did you ever object to the payment of a
 25 consulting fee to Go Global?

1 A. I don't have a standing on it at this
 2 point in time because I don't know the basis for such
 3 a claim, whether there was such a claim.
 4 Q. Do you remember the first lawsuit?
 5 A. My first lawsuit?
 6 Q. Yes.
 7 A. Barely. You know, in general, that I had
 8 one.
 9 Q. Hmm?
 10 A. I remember that I had one.
 11 Q. Who was your lawyer in that lawsuit?
 12 A. I don't remember.
 13 Q. Did you have a lawyer in that lawsuit?
 14 A. I think so, yeah. I think I did. I
 15 probably did.
 16 Q. Was it Mr. McDonald?
 17 A. Maybe. I don't remember.
 18 Q. Did you know a McDonald McDonald?
 19 A. I don't remember.
 20 Q. What do you remember about the lawsuit?
 21 A. Not much. Nothing pretty much. Only that
 22 there was something like that.
 23 Q. Did Mr. Huerta have anything to do with
 24 it?
 25 A. He was somehow involved in it, I guess,

1 yes.
 2 Q. How was he involved?
 3 A. He probably introduced me to a lawyer
 4 on -- you know, upon my request or something like
 5 that.
 6 Q. Do you remember meeting the lawyer?
 7 A. No, I don't.
 8 Q. Did you pay him anything?
 9 A. I don't remember.
 10 Q. Did you have a retainer agreement?
 11 A. I don't remember.
 12 Q. Did you see the complaint before it was
 13 filed?
 14 A. I probably did, but I don't remember
 15 whether I saw it or not, but I assume I would have to
 16 have.
 17 Q. Did you discuss that litigation or that
 18 lawsuit with Mr. Huerta?
 19 A. I may have. I don't remember. Probably
 20 briefly at some point, but --
 21 Q. What do you remember about it?
 22 A. Not much. That it existed. That there
 23 was a need to approach court to seek some court
 24 decisions in regard to my rights in Eldorado Hills.
 25 Q. Who were you suing?

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

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

7 A. No.

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

10 Do you remember what your claim was?

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

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

22 A. Rely?

23 Q. Yes.

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

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

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

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

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

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

25 Q. Did Nanyah Vegas ever confer a benefit on

1 Eldorado?

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

4 THE WITNESS: What do you mean?

5 BY MR. LIONEL:

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

8 A. I don't have an understanding.

9 Q. -- of that?

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

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

16 A. I invested money in Eldorado Hills.

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

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

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

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

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

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

5 A. I remember nothing --

6 Q. -- with your investment?

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

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

16 A. You relate to Exhibit 2?

17 Q. Yes. Fair statement, my statement?

18 A. Yes.

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

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

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

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

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

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

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

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

19 A. Million five or more.

20 Q. Hmm?

21 A. Million five or more.

22 Q. You mean with the interest?

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

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

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

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

13 Q. What was your understanding?

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

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

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

23 Q. You didn't know any amount?

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

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

5 Q. What did Carlos tell you?

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

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

12 A. Yes. More or less.

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

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

18 Q. He secured your interest?

19 A. Yes.

20 Q. That million and a half?

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

24 Q. You didn't ask him?

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

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.
3 (Whereupon, a recess was had.)

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

6 BY MR. LIONEL:

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

8 A. I do.

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

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

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

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

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

1 You've already asked this 15 times earlier, Counsel.
 2 MR. LIONEL: It's not been asked once,
 3 Counsel.
 4 MR. SIMONS: You asked him, and he said he
 5 wired it and his account has the information. Why
 6 are we going through this?
 7 MR. LIONEL: Because I want to go further.
 8 It's my deposition. I'm not trying to delay it. If
 9 you don't like, you can call or stop and we go to the
 10 commissioner.
 11 MR. SIMONS: You said you were going to
 12 move forward in good faith.
 13 MR. LIONEL: I am moving forward. I'm not
 14 delaying anything. I anticipate you'll get out of
 15 here today.
 16 MR. SIMONS: Okay.
 17 MR. LIONEL: Probably earlier than you
 18 expected.
 19 BY MR. LIONEL:
 20 Q. Do you have any documentation that you
 21 wired it?
 22 A. I think that probably in my banking
 23 statements and/or my accounting there should be
 24 something like that, but I don't know.
 25 Q. Eighty-seven, and I'm not going through

1 accountant to do.
 2 Q. Ninety-two, "The defendants, and each of
 3 them, breached the terms of the foregoing agreements
 4 by, among other things, A, failing to provide Nanyah
 5 a membership interest in Eldorado."
 6 Does that have any meaning to you?
 7 A. It means that although they had to
 8 register it in some way, my rights, they failed to do
 9 so. That's what I understand from the writing here.
 10 Q. There are a number of defendants in this
 11 case here and that claim is against the Rogich Trust,
 12 if you look up above at line 6, Sigmund Rogich, Teld
 13 and Peter Eliades.
 14 Are you saying that each of them failed to
 15 provide Nanyah a membership interest in the Eldorado?
 16 A. This is the analysis of my legal counsel,
 17 apparently.
 18 Q. Hmm?
 19 A. This is the analysis of my legal counsel,
 20 apparently.
 21 Q. How about your understanding?
 22 A. My understanding is irrelevant. I'm not a
 23 lawyer.
 24 Q. It's not irrelevant as far as I'm
 25 concerned, as far as this case is concerned.

1 the whole thing, believe me. "At all relevant times,
 2 Nanyah claimed an ownership interest in Eldorado."
 3 When you say "at all relevant times," does
 4 that have any meaning to you?
 5 A. The relevance is a legal relevance. And
 6 when he says that "at all relevant times," I assume
 7 that it refers to any legally relevant time from the
 8 point of time in which I invested until today.
 9 Q. And at those times you claimed an
 10 ownership interest in Eldorado?
 11 A. Apparently so.
 12 Q. By doing what?
 13 A. By doing whatever I was legally advised to
 14 do.
 15 Q. And you did that?
 16 A. As far as I understand legal matters, yes.
 17 Q. And who -- and your attorneys advised you?
 18 Strike that.
 19 Do you remember anything you did in
 20 connection with claiming an ownership interest?
 21 A. I sent the money at the time. As far as I
 22 recall, it was supposed to be registered properly.
 23 Beyond that, I'm not aware of a specific action that
 24 I have taken personally out of my own initiative,
 25 rather gave it to attorneys and/or Carlos and/or my

1 A. Well, this case will be tried, I guess, so
 2 it will be decided. But as far as I'm knowledgeable
 3 of what registering means, I cannot really tell you
 4 much. I think that it is my legal counsel's view
 5 that it has not been registered as it should have.
 6 Q. Anything besides the failure to register?
 7 A. Failure to pay me back.
 8 Q. But that's not what you say here. You say
 9 failing to provide a member --
 10 A. But your last question did not necessarily
 11 relate to article 92.
 12 Q. And your answer is what?
 13 A. That they didn't pay me back.
 14 Q. I move to strike it as nonresponsive.
 15 MR. SIMONS: You cannot strike it from a
 16 deposition.
 17 MR. LIONEL: It's stricken.
 18 MR. SIMONS: It has to be transcribed.
 19 MR. LIONEL: I understand that.
 20 BY MR. LIONEL:
 21 Q. Paragraph 88, "Rogich Trust, Sigmund
 22 Rogich, Teld and Peter Eliades, all entered into the
 23 purchase agreement, the membership agreements and the
 24 amendment and restated operating agreement, which
 25 agreements all specifically identified Nanyah as a

1 third-party beneficiary of each agreement."
 2 Do you understand what that paragraph
 3 says?
 4 A. I think so.
 5 Q. Did all the agreements specifically
 6 identify Nanyah as a third-party beneficiary?
 7 MR. SIMONS: Objection to the extent
 8 you're asking for a legal conclusion.
 9 THE WITNESS: For sure, Exhibit 2 shows it
 10 explicitly. As for the others, I assume that if my
 11 lawyer has stated it this way, then this is the case.
 12 BY MR. LIONEL:
 13 Q. That Nanyah was a third-party beneficiary?
 14 A. Yes.
 15 Q. Was it a third-party beneficiary of any
 16 other agreements?
 17 MR. SIMONS: Objection to the extent it
 18 calls for a legal conclusion.
 19 BY MR. LIONEL:
 20 Q. Do you have an understanding?
 21 A. What understanding?
 22 Q. That Nanyah may have been specifically
 23 identified as a third-party beneficiary of agreements
 24 other than the purchase agreement, Exhibit 2?
 25 A. I don't have an understanding or a

1 nonunderstanding because it's not for me to
 2 understand or not. It's for my lawyer to understand.
 3 Q. Do you expect to be a witness in this
 4 case?
 5 A. This is, as far as I understand, a matter
 6 to be discussed between my lawyer and myself, and if
 7 my lawyer will see that I should be, then I will. If
 8 you can force me to be and I will have to, then I
 9 will.
 10 Q. Why would I force you?
 11 A. I have no idea. It is, again, you're
 12 asking me about things that have to do with legal
 13 procedures in the United States. My understanding in
 14 legal procedures in Israel are minimal, let alone in
 15 the United States.
 16 Q. Let's go to the second claim. I should
 17 probably precede that by saying moving right along.
 18 A. Which exhibit?
 19 MR. SIMONS: Six.
 20 BY MR. LIONEL:
 21 Q. I'm going to deal with the complaint.
 22 A. Second claim for relief?
 23 Q. Mm-hmm.
 24 Paragraph 95 is identical to paragraph 88
 25 that we just discussed. Is it a fair assumption your

1 answers would be the same?
 2 A. If this is the case, I assume the answers
 3 would be similar.
 4 Q. Paragraph 97, "The defendants breached --
 5 strike that.
 6 Do you know what a covenant of good faith
 7 and fair dealing is?
 8 A. No.
 9 Q. Paragraph 97 says, "The defendants engaged
 10 in misconduct, which was unfaithful to the purpose of
 11 the contractual relationship by, among other things."
 12 What was the misconduct?
 13 MR. SIMONS: Objection to the extent
 14 you're requesting a legal conclusion.
 15 THE WITNESS: It is, again, you're asking
 16 legal questions. The best I can answer you is to do
 17 a straight-forward translation of the wording into
 18 Hebrew and try to understand what it means from
 19 there, but I have no way of saying what I understand
 20 from the Hebrew translation of what is written here
 21 to the legal meaning of it.
 22 BY MR. LIONEL:
 23 Q. Do you understand misconduct?
 24 A. I understand the verbal translation of
 25 misconduct into Hebrew and what misconduct means in

1 general. I have no understanding what misconduct
 2 means in the legal capacity of this case.
 3 Q. I'm not talking legal capacity. Do you
 4 understand the general meaning in English of the word
 5 "misconduct"?
 6 A. I translate it into Hebrew and then, yes,
 7 I understand what is misconduct.
 8 Q. What is misconduct?
 9 A. Misconduct is failing to do something that
 10 was supposed to be done.
 11 Q. What do you know should have been done but
 12 wasn't done by the defendants?
 13 A. For example, register my rights properly.
 14 Q. Anything else?
 15 A. That would be a legal matter. I don't
 16 know.
 17 MR. SIMONS: The anything elses are
 18 defined in the complaint.
 19 BY MR. LIONEL:
 20 Q. I want to take you back to paragraph 92 --
 21 92A, fail -- 92 says, "There was a breach of the
 22 terms of the agreements by, among other things,
 23 failing to provide Nanyah a membership interest in
 24 Eldorado.
 25 I think you have answered that before,

1 haven't you? You said they breached it by failing to
 2 register to you?
 3 A. To the best of my understanding --
 4 Q. To the best of your understanding?
 5 A. -- of the legal aspect of it.
 6 Q. Let's go to B. "Breached by failing to
 7 convert Nanyah's investment into a noninterest
 8 bearing debt."
 9 What do you know about that?
 10 A. That it's written here.
 11 Q. That's all you know?
 12 A. I know that this is probably what my
 13 lawyer found relevant to what has been or has not
 14 been done by the defendants.
 15 Q. And you rely on that?
 16 A. I rely on that and on the explanation of
 17 my legal counsel, I assume at the time when it was
 18 done, of what it meant, in general terms, and I
 19 relate it to that.
 20 Q. When was it done?
 21 A. When it was prepared.
 22 Q. When what was prepared?
 23 A. The paperwork, the claims.
 24 Q. The failure to convert was done at that
 25 time?

1 cetera.
 2 Q. All C is talking about is a failure to
 3 inform.
 4 A. Yes. Because any reasonable honest person
 5 who was put in such a situation where he's about to
 6 do what Sig Rogich has done, would have picked up the
 7 phone, write a letter, called even Carlos Huerta and
 8 tell him, we don't have direct contact with Mr. Yoav
 9 Harlap or Nanyah Vegas, please give us the contact
 10 because we are about to do A, B, C and D, which
 11 affects him or potentially affects him and his
 12 rights, and we want him to be on board with us on
 13 what we're planning to do, and make sure that it's
 14 okay with him.
 15 Which nobody does. They failed to inform
 16 me. They never consulted with me. They never gave
 17 me the right to participate, to take it over myself.
 18 Nothing.
 19 Q. You made your investment, you say, in 2007
 20 or '6, right?
 21 A. Whatever.
 22 Q. And you never talked to Mr. Rogich after
 23 that except for the one time we talked about?
 24 A. Not before, not during, not after, until
 25 last year here in your office.

1 A. No. The failure to convert was done
 2 probably way before that. Whether it was 2008 or
 3 just after what Exhibit 2 said they should have done.
 4 Q. It could have been 2008?
 5 A. Could have been.
 6 Q. Let's take C. "Failing to inform Nanyah
 7 that Rogich Trust was transferring its full
 8 membership interest in Eldorado to the Eliades Trust
 9 in breach of the terms of the agreements."
 10 Are you relying upon your attorney for
 11 that?
 12 A. Yes. But what my understanding is here,
 13 is that at the time when Rogich transferred his
 14 ownership of his or any other ownership in Eldorado
 15 Hills to Eliades or whomever else, I think that any
 16 reasonable person would have expected him to approach
 17 the potential claimant, let's say, and given him an
 18 equal opportunity, advanced notice, you name it, in
 19 this respect.
 20 Q. In what respect?
 21 A. In respect of the fact that he was
 22 planning to give up rights, which were also my
 23 rights, to this -- to the company, to the property,
 24 without even telling me -- announcing, asking, giving
 25 me equal opportunity to take it over myself, et

1 Q. Were your arms tied or hands tied?
 2 MR. SIMONS: Argumentative. Come on,
 3 Counsel.
 4 MR. LIONEL: A little bit.
 5 BY MR. LIONEL:
 6 Q. What prevented you from calling him?
 7 A. I didn't know that I -- I didn't know
 8 until a very late stage that I had a real problem,
 9 and that I was -- and that somebody cheated me out of
 10 a deal.
 11 Q. When was this late stage that you're
 12 talking about?
 13 A. I can't recall the exact date. Late.
 14 Q. Approximately what year?
 15 A. Later than 2008 and earlier than 2016 at
 16 the point at which I came and did the first claim or
 17 whenever it was.
 18 Q. D, "The breach in transferring Rogich
 19 Trust full membership interest in Eldorado to the
 20 Eliades Trust in breach of the terms of the
 21 agreements."
 22 What agreements said he couldn't transfer
 23 it?
 24 MR. SIMONS: Objection to the extent it
 25 calls for a legal conclusion.

1 THE WITNESS: Again, this is legal jargon
 2 that I cannot relate to beyond saying that this is
 3 something that I cannot have, you know, an opinion
 4 about.
 5 BY MR. LIONEL:
 6 Q. So you don't know whether there was any
 7 agreement that said you could not transfer?
 8 A. If my attorney says that there was, then
 9 there was.
 10 Q. You rely on your attorney?
 11 A. I rely on my attorney.
 12 Q. Was there any relationship between any of
 13 the defendants and Nanyah?
 14 MR. SIMONS: Object to the extent you're
 15 asking for a legal conclusion.
 16 BY MR. LIONEL:
 17 Q. To your knowledge, was there any kind of
 18 relationship? Did they have --
 19 MR. SIMONS: Same objection.
 20 BY MR. LIONEL:
 21 Q. Do you know what a fiduciary relationship
 22 is?
 23 A. More or less, yes.
 24 Q. Was there a fiduciary relationship?
 25 A. I don't know. This is a legal standing

1 and I have no way of saying whether there was a
 2 fiduciary duty or not.
 3 Q. My question's a simple one. Do you have
 4 any knowledge --
 5 A. It's very simple for a lawyer.
 6 Q. Was there any special relationship between
 7 Nanyah and any of the defendants?
 8 A. What is "special relationship"?
 9 Q. As far as you understand?
 10 A. What is "special relationship"?
 11 Q. Did they go to school together? Did they
 12 play football together?
 13 A. If they went to school together, no. If
 14 they played football together, also no, as far as I
 15 recall.
 16 Q. And you don't have any --
 17 A. And I'm not in the same age group as Sig
 18 Rogich, so I doubt that we went to Boy Scouts
 19 together.
 20 Q. How about the other defendants? How about
 21 Eliades, Pete Eliades?
 22 MR. SIMONS: What's the question, special
 23 relationship?
 24 BY MR. LIONEL:
 25 Q. Yes. Any kind of relationship?

1 MR. SIMONS: To the extent you're asking
 2 him to define a legal relationship that is identified
 3 under the law, I'm going to object that it's asking
 4 for a legal conclusion. If you're just saying what
 5 kind of --
 6 BY MR. LIONEL:
 7 Q. Any kind of relationship?
 8 A. If it is a relationship of going to Boy
 9 Scouts together, no. If it is a relationship that
 10 they had obligations towards me in -- within the
 11 context of the Eldorado Hills deal, then there might
 12 have been.
 13 Q. Aside of the Eldorado deal, was there any
 14 kind of relationship between Nanyah or you and any of
 15 the -- or any of the defendants?
 16 A. I don't know. In terms of personal
 17 relations, I don't know of any such relationship.
 18 Q. Thank you.
 19 Paragraph 99, "Nanyah has sustained
 20 damages in excess of \$10,000 as a result of these
 21 defendant's actions, and it's entitled to recover its
 22 reasonable and necessary attorneys' fees and costs
 23 incurred in this action."
 24 What were the damages of Nanyah because of
 25 what appears in 97?

1 MR. SIMONS: Objection.
 2 THE WITNESS: Any damages that are
 3 mentioned here would be damages that are assessed by
 4 my attorney.
 5 BY MR. LIONEL:
 6 Q. That's your answer?
 7 A. I wouldn't -- I would give the information
 8 to my attorney, perhaps I answered some questions,
 9 and if my attorney decided that this is what he
 10 should write here, then I guess it reflects what
 11 needs to be written.
 12 Q. Let's go to the third claim. Paragraph
 13 101 says that Nanyah was identified specifically as a
 14 third-party beneficiary of each of the agreements; is
 15 that correct?
 16 MR. SIMONS: Are you asking is that what
 17 it says in there?
 18 THE WITNESS: It is the same question like
 19 you asked me before in the first or second claim, and
 20 the answer would be exactly the same answer. As far
 21 as it is in Exhibit 2, yes. Any other exhibit, I
 22 assume so if this is what is written by my attorney.
 23 BY MR. LIONEL:
 24 Q. 102, "These defendants owed Nanyah a duty
 25 of good faith and fair dealing arising from these

1 contracts."

2 Do you agree with that paragraph?

3 MR. SIMONS: Objection to the extent it's

4 asking for a legal conclusion.

5 BY MR. LIONEL:

6 Q. Your understanding?

7 A. My understanding in legal conclusions is

8 very limited, Mr. Lionel, so I do not attempt to give

9 a legal opinion on legal matters.

10 Q. I don't want a legal opinion. What kind

11 of a duty did Teld have to you with respect to the

12 agreements?

13 MR. SIMONS: Objection to the extent

14 you're asking for a legal conclusion and to interpret

15 Nevada law.

16 BY MR. LIONEL:

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

18 you?

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. I want an answer.

22 A. The answer is that, according to my

23 lawyer, they have failed in this respect, and so I

24 do.

25 Q. Failed in what respect?

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

2 Q. Of what?

3 A. Of doing what they needed to do according

4 to the set of agreements that I was either a party --

5 direct party of or that I had interest in.

6 Q. How about Peter Eliades?

7 A. Same.

8 Q. Same. How about Sigmund Rogich?

9 A. Same.

10 Q. How about the Rogich Trust?

11 A. Same.

12 Q. Thank you.

13 Paragraph 103, "These defendants shared a

14 special fiduciary and/or confidential relationship

15 with Nanyah."

16 Did Nanyah have any kind of relationship,

17 personal or otherwise, with these defendants?

18 MR. SIMONS: Objection to the extent

19 you're asking for a legal conclusion.

20 THE WITNESS: You're asking me a legal

21 question which I cannot answer.

22 BY MR. LIONEL:

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

24 A. The personal part, as I told you, I don't

25 know them personally. I did not know them

1 personally.

2 Q. And you had nothing to do with them except

3 what's happening in this matter?

4 A. Except I invested in Eldorado Hills.

5 Q. But you had nothing to do with these

6 defendants except for what is involved in this

7 matter?

8 A. They had apparently to do with me from

9 what I understand from these papers.

10 Q. Like what?

11 A. Like fiduciary responsibility. They were

12 supposed to be faithful to me. They were supposed to

13 register my rights, et cetera, et cetera.

14 Q. Anything else?

15 A. I don't know. The other things -- there

16 is probably a whole list of things that are stated

17 here, which they either did or did not do as per what

18 they needed to or were supposed to or expected to.

19 MR. LIONEL: Read that answer back,

20 please.

21 (Whereupon, the following answer was read

22 back by the court reporter:

23 Answer: "I don't know. The other

24 things -- there is probably a whole list

25 of things that are stated here, which

1 they either did or did not do as per what

2 they needed to or were supposed to or

3 expected to.")

4 BY MR. LIONEL:

5 Q. You do know what a fiduciary relationship

6 is, don't you?

7 A. Not in legal terms. I know what it means

8 when I translate it into Hebrew, and from my

9 understanding of the Hebrew language, I can

10 understand what it means, but I do not understand the

11 legal standing of fiduciary responsibility.

12 Q. Didn't you just answer that they had a

13 fiduciary duty?

14 A. From what I'm reading here, according to

15 the analysis of my legal counsel, they failed their

16 fiduciary duty towards me.

17 Q. But you didn't say yourself, without the

18 legal counsel --

19 A. No, I don't have the capacity to

20 understand the legal standing in order to do so.

21 Q. And you don't understand good faith and

22 fair dealing concept?

23 A. I understand it only in the context of

24 translating it into Hebrew and relating to it in

25 general human relation terms, not in legal terms.

1 Q. Did Peter Eliades act in bad faith to you?
 2 MR. SIMONS: Objection to the extent it's
 3 asking for a legal conclusion.
 4 MR. LIONEL: That's not a legal
 5 conclusion.
 6 BY MR. LIONEL:
 7 Q. Do you understand bad faith?
 8 A. Yes, I understand bad faith.
 9 Q. What is it?
 10 MR. SIMONS: Hold on. Again, you're
 11 asking for a legal conclusion. It's a defined issue
 12 under Nevada law.
 13 BY MR. LIONEL:
 14 Q. What is bad faith?
 15 A. Bad faith in terms of the Nevada law, I
 16 have no idea.
 17 Q. Nor do I. You tell me what bad faith is
 18 in English.
 19 MR. SIMONS: To the extent you're not
 20 asking for a legal conclusion, go ahead and tell him
 21 what you think.
 22 THE WITNESS: If it is not regarding a
 23 legal conclusion, then bad faith is not being honest
 24 towards me in any of the dealings.
 25 ///

1 BY MR. LIONEL:
 2 Q. Did Peter Eliades act in bad faith to you?
 3 MR. SIMONS: Same objection.
 4 THE WITNESS: Same objection. But from
 5 what I understand, again, not legally, he was
 6 dishonest towards me.
 7 BY MR. LIONEL:
 8 Q. What did he do that was dishonest?
 9 A. If I understand correctly from the
 10 analysis of my legal counsel, him and Sig Rogich
 11 together had kind of created a mechanism of law or
 12 something that, over time, enabled them to act in a
 13 way which pushed me away from my rights in the
 14 company, in Eldorado Hills.
 15 Q. And that's the bad faith?
 16 A. That's part of it.
 17 Q. What else is there?
 18 A. Anything that is mentioned here in terms
 19 of legal jargon, which I am not familiar with.
 20 Q. How about Teld?
 21 A. Same.
 22 Q. Same?
 23 A. Teld is Eliades. You asked about Eliades.
 24 Whether it is Eliades through him personally or
 25 Eliades through his company Teld, it's the same thing

1 for me, in this respect.
 2 Q. What did he do to you? What did Teld do
 3 to you?
 4 A. First of all is what he didn't do to me.
 5 Q. What he didn't do? What he didn't do?
 6 A. It's also what he didn't do.
 7 Q. Which is what?
 8 A. Which is anything that my legal counsel is
 9 saying that he didn't do or did.
 10 Q. Anything else?
 11 A. No.
 12 Q. How about Sigmund Rogich?
 13 A. Same.
 14 Q. How about the Rogich Trust?
 15 A. Same.
 16 Q. 104, "Nanyah did repose in these
 17 defendants a special confidence with respect to the
 18 transaction involving its investment in Eldorado and
 19 defendants were obligated to honor the special
 20 confidence and confidentiality with due regard to
 21 Nanyah's interest."
 22 Did you repose a special confidence in
 23 these defendants?
 24 MR. SIMONS: Objection to the extent
 25 you're asking a legal conclusion.

1 THE WITNESS: Again, it is a legal matter.
 2 I cannot relate to it. I remember that I translated
 3 the word reposed, but I don't remember now exactly in
 4 Hebrew what it meant.
 5 BY MR. LIONEL:
 6 Q. Your daily dealings, is that in English or
 7 in Hebrew?
 8 A. In Hebrew primarily. But I do also a lot
 9 in English. But English is not my mother tongue.
 10 Q. I appreciate that.
 11 A. I think for somebody whose English is not
 12 his mother tongue, my English is not so bad. But
 13 it's not as good as yours, obviously.
 14 Q. Thank you.
 15 A. And I've had less years to practice it,
 16 too.
 17 Q. I beg your pardon?
 18 A. I had less years to practice it as well.
 19 Q. A lot less.
 20 A. I guess so.
 21 Q. I think I need more on that. Tell me what
 22 Sig -- you say, "Nanyah did repose in these
 23 defendants a special confidence with respect to
 24 transactions."
 25 Tell me how you have reposed such a

1 special confidence in Mr. Rogich.
 2 A. You would have to ask my lawyer.
 3 Q. How about with respect to Teld?
 4 A. You would have to ask my lawyer.
 5 Q. How about Peter Eliades.
 6 A. You would have to ask my lawyer.
 7 Q. How about the Rogich Trust?
 8 A. You would have to ask my attorney.
 9 Q. That's the only answer you can give?
 10 A. Apparently.
 11 Q. 105, "The defendants breached the implied
 12 covenant of good faith and fair dealing contained in
 13 the agreements by engaging in misconduct that was
 14 unfaithful for the purpose of the contractual
 15 relationship and special relationship that existed
 16 by, among other things," and it lists five or six
 17 things.
 18 Tell me about the misconduct.
 19 A. My answer would be exactly the same as to
 20 the previous article.
 21 Q. Can you tell me specifically what the
 22 misconduct was?
 23 A. No.
 24 Q. You cannot?
 25 A. I cannot.

1 A. Same answer as I gave before.
 2 Q. Applies to all damages?
 3 A. The damages are defined, to the best of my
 4 understanding, by my legal counsel, who can assess
 5 that.
 6 Q. But the purpose of the deposition was not
 7 to inquire of your legal counsel, it was to get your
 8 information, what you knew.
 9 A. Well, to the best of what I know, I told
 10 you. What I don't know I will not tell you whether
 11 you like it or not.
 12 Q. Let's take 115, which -- and I'm going to
 13 read it. "When the defendants' acts were performed,
 14 they acted with oppression, fraud and malice and/or
 15 with the willful, intentional and reckless disregard
 16 of Nanyah's rights and interest and, therefore,
 17 Nanyah is entitled to punitive damages in excess of
 18 \$10,000."
 19 What acts are you talking about?
 20 A. Legal acts.
 21 Q. Hmm?
 22 MR. SIMONS: Objection to the extent
 23 you're asking for a legal conclusion.
 24 BY MR. LIONEL:
 25 Q. I'm asking you what the acts were.

1 Q. Why not?
 2 A. Because it's a legal matter. Misconduct
 3 is a legal matter. It has a legal meaning in this
 4 context, and I cannot relate to it because it is not
 5 my proficiency.
 6 Q. You know it's a legal matter in the
 7 context of that paragraph?
 8 A. I assume it is a legal matter.
 9 Q. And for that reason, you won't respond to
 10 my question?
 11 A. And for that reason, I do not have the
 12 capacity to respond.
 13 Q. You do not have the capacity to say what
 14 the misconduct was?
 15 A. Correct.
 16 MR. SIMONS: To the extent you're asking
 17 for a legal conclusion, is what he's saying.
 18 BY MR. LIONEL:
 19 Q. 106 -- how about 107, damages?
 20 A. I've answered that before.
 21 Q. No. It's a different claim.
 22 A. My answer --
 23 Q. Same damages for everything?
 24 A. Same answer.
 25 Q. Same answer that you gave before?

1 MR. SIMONS: Right. You're asking what
 2 acts satisfied the legal requirements of the --
 3 MR. LIONEL: No, I'm not.
 4 BY MR. LIONEL:
 5 Q. I'm asking you -- it says here, "When the
 6 defendants' acts were performed." I'm asking you
 7 what did they do?
 8 MR. SIMONS: He already told you that.
 9 MR. LIONEL: No, he didn't.
 10 MR. SIMONS: Yeah, he told you. He's been
 11 telling you that today. So to the extent you want to
 12 try to --
 13 MR. LIONEL: I'm on 115, Counsel. I'm on
 14 115.
 15 MR. SIMONS: What does that mean?
 16 MR. LIONEL: The first time I've asked him
 17 about a punitive damage claim.
 18 MR. SIMONS: No, but you've asked him the
 19 facts, and now you're trying to say I want new facts
 20 that I haven't heard today in relation to the
 21 punitive damages. So that's my objection.
 22 MR. LIONEL: That's your objection. You
 23 made it.
 24 BY MR. LIONEL:
 25 Q. What were the acts?

1 MR. SIMONS: Same objection.
 2 THE WITNESS: I don't know. They are
 3 illegal acts, and I'm not in the position to tell
 4 you.
 5 BY MR. LIONEL:
 6 Q. What are the illegal acts?
 7 A. Pardon?
 8 Q. What are illegal acts?
 9 A. Acts that were done not in accordance with
 10 what they should have done in a legal matter.
 11 Q. You don't know what the acts were?
 12 MR. SIMONS: That's not what he's
 13 testified. He's already asked and answered that.
 14 MR. LIONEL: Just make your objection,
 15 Counsel.
 16 MR. SIMONS: I did. Asked and answered.
 17 THE WITNESS: I cannot give an informed
 18 analysis of the legal aspect of what you're asking.
 19 BY MR. LIONEL:
 20 Q. I'm not --
 21 A. So I cannot answer it in the way that you
 22 would, perhaps, want me to. This is a matter that I
 23 need to refer you to my legal counsel.
 24 Q. As to what the acts were?
 25 A. As to anything that is written here.

1 Q. As to anything?
 2 A. As to anything that is written in this
 3 paragraph.
 4 Q. How about -- do you know what the word
 5 "oppression" is?
 6 A. I can translate it.
 7 Q. Translate it into Hebrew?
 8 A. Yes.
 9 Q. I didn't ask that. Do you know what it is
 10 in English?
 11 A. If I know what it is in English? I would
 12 know what it is in English if I would know what it is
 13 in Hebrew, provided it is not a legal term, and then
 14 I would not even know then.
 15 Q. You don't know what the English word
 16 "oppression" means?
 17 A. To oppress somebody, in general, I more or
 18 less know, but to be precise, I would need to
 19 translate it into Hebrew, which I probably have done
 20 at the time that I first read this.
 21 Q. Can you translate it back again from the
 22 Hebrew to the English?
 23 A. Probably.
 24 Q. Well, I'm asking you what the --
 25 A. But not in its legal standing, only in its

1 verbal standing.
 2 Q. Whatever that means. Explain that to me.
 3 A. Well, some terms may have a very wide
 4 legal connotation, but in way of speech, they mean
 5 something which is far lighter, smaller and less
 6 profound.
 7 Q. I think you indicated you understood what
 8 it means to oppress somebody, don't you?
 9 A. Yes, many of my people have been -- of the
 10 Jewish people have been oppressed, so in that
 11 context, I know what oppression is.
 12 Q. But this says "with oppression." Do you
 13 understand what fraud is?
 14 A. Yes.
 15 Q. Did any of these defendants commit fraud
 16 against you?
 17 MR. SIMONS: Objection to the extent
 18 you're asking for a legal conclusion.
 19 THE WITNESS: You have to ask my lawyer.
 20 My lawyer seems to think that they have.
 21 BY MR. LIONEL:
 22 Q. Do you know what fraud is in English, just
 23 plain fraud?
 24 A. What plain fraud in English is, yes, I
 25 more or less know, I think.

1 Q. What was the fraud here by the defendants?
 2 A. This is something that you would have to
 3 relate to my lawyer for.
 4 Q. You're unable to answer that?
 5 A. Correct. I'm not a legal counsel.
 6 Q. How about malice? Do you understand
 7 what --
 8 A. Same thing.
 9 Q. Same thing?
 10 A. Yes.
 11 Q. I would have to refer to your lawyer?
 12 A. Yes.
 13 Q. Because you're not able to answer it?
 14 A. Because I don't have the legal education
 15 to be able to answer that.
 16 Q. And that's the only reason?
 17 A. That's a good enough reason for me.
 18 Q. Let's go to the fourth claim.
 19 A. We are already on the fifth, so we go back
 20 to the fourth?
 21 Q. Yes. I guess we skipped it. We don't
 22 want to do that.
 23 A. What?
 24 Q. We don't want to do that, do we?
 25 A. Do what?

1 Q. Skip one of them.

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

3 Q. Fourth claim, "Intentional interference

4 with contract," and it's against Sigmund Rogich,

5 Teld, Peter Eliades, Eliades Trust and Imitations.

6 Paragraph 110 says, "Nanyah was the

7 third-party beneficiary of the purchase agreement,

8 the membership agreements and the amended and

9 restated operating agreement."

10 You agree with that?

11 MR. SIMONS: Objection to the extent it's

12 asking for a legal conclusion.

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

14 MR. SIMONS: Or are you agreeing that it

15 says what it says?

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

17 it says.

18 THE WITNESS: I don't know the legal

19 standing of what you're asking me.

20 MR. SIMONS: No, he just asked you -- what

21 he said, is that's what's contained in what he was

22 referring you to?

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

24 BY MR. LIONEL:

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

1 restated operating agreements.

2 Q. You don't remember?

3 A. No.

4 Q. I'm going to read 111. "These

5 defendants" -- referring to Mr. Sig Rogich, Teld,

6 Peter Eliades, Eliades Trust and Imitations. "These

7 defendants were all aware of the foregoing agreements

8 specifically identifying Nanyah's membership interest

9 in Eldorado and the rights to receive such interest

10 from the Rogich Trust."

11 Do you agree with that?

12 A. Are they not signatory parties of Exhibit

13 2?

14 Q. I beg your pardon?

15 A. Are they not signatory parties of Exhibit

16 2?

17 Q. The answer to that is no. The only ones

18 that were signatories were -- I don't think so. I

19 won't mislead you, so let me look at it a little

20 longer. The answer to that is they were not. Okay?

21 I'll concede that.

22 A. Pardon?

23 Q. None of these defendants were parties to

24 that.

25 A. Okay. So?

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

2 conclusion.

3 BY MR. LIONEL:

4 Q. Answer my question, please.

5 A. You're asking for a legal conclusion which

6 I'm not --

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

8 THE WITNESS: Okay.

9 MR. SIMONS: But to the best you can, to

10 the extent you're not trying to give a legal

11 conclusion or legal analysis, do what you can with

12 his question.

13 THE WITNESS: Okay. I think that Exhibit

14 2, for example, is one of the things that is

15 mentioned here, is saying explicitly that I have --

16 that I am the third-party beneficiary of this

17 purchase agreement, and that I have membership rights

18 or that there should be potential claims or

19 membership rights, et cetera, and these were not

20 properly registered.

21 BY MR. LIONEL:

22 Q. How about the membership agreements? Do

23 you know what that's referring to?

24 A. I do not at this time remember exactly

25 what are the membership agreements or the amended

1 Q. Number 12, "These defendants performed

2 intentional acts intended or designed to disrupt

3 Nanyah's contractual rights arising out of these

4 contracts."

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

6 counsel.

7 Q. How about your view?

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

9 matters.

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

11 A. Nonlegal are irrelevant. We are talking

12 legal matters here.

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

14 case.

15 A. How come?

16 Q. Because I said so.

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

18 sorry.

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

20 BY MR. LIONEL:

21 Q. I want to know -- it says, "These

22 defendants performed intentional acts intended or

23 designed to disrupt Nanyah's contractual rights

24 arising out of these contracts."

25 Did these defendants perform intentional

1 acts intended or designed to disrupt Nanyah's
 2 contractual rights?
 3 MR. SIMONS: I'm going to object to the
 4 extent you're asking for a legal interpretation.
 5 Notwithstanding that, he wants to hear
 6 again what you think these guys did that was wrong.
 7 THE WITNESS: I think that they failed to
 8 either pay me back or to register my rights or to
 9 have -- to make sure, in basic terms, not in legal
 10 terms, but to make sure that I am given my full
 11 rights of ownership and/or money plus interest and/or
 12 registered rights and/or any other way in which I
 13 would benefit most out of my investment in Eldorado
 14 Hills.
 15 BY MR. LIONEL:
 16 Q. What did they do in that respect? It says
 17 they "performed intentional acts." What --
 18 A. Yes. To the best of my understanding,
 19 they have created of a legal set of documents and/or
 20 actions, transactions, that, at the end of the day,
 21 attempted to rid me of my rights, basically, and not
 22 pay me what they should have.
 23 Q. Is that what you say are -- intentional
 24 acts, doesn't that import something done
 25 specifically?

1 MR. SIMONS: Objection. That's
 2 argumentative.
 3 THE WITNESS: Wasn't what I described
 4 intentional enough?
 5 BY MR. LIONEL:
 6 Q. Have you seen these agreements that you're
 7 talking about?
 8 A. I have seen Exhibit 2.
 9 Q. Exhibit 2.
 10 A. At least. I may have seen the others as
 11 well, but Exhibit 2 I've seen for sure.
 12 Q. And that's an intentional act, Exhibit 2?
 13 MR. SIMONS: That's not what he said.
 14 Mischaracterizing his testimony.
 15 MR. LIONEL: Just object, Counsel, please.
 16 MR. SIMONS: I am.
 17 THE WITNESS: What happened apparently
 18 after the signing of Exhibit 2, the next stages of
 19 this fraudulent operation was to rid me of my rights
 20 completely. Exhibit 2 was stage one of this
 21 operation or stage two, whatever, and then came other
 22 steps that were taken by them, between them, not
 23 consulting me, not giving me any rights to
 24 participate, take over, have any even comment.
 25 ///

1 BY MR. LIONEL:
 2 Q. Why didn't you sue for the rights that
 3 came out of there, out of Exhibit 2?
 4 A. Am I not suing now?
 5 Q. Well, under Exhibit 2.
 6 A. I am suing under whatever my legal counsel
 7 thinks that I can sue.
 8 Q. Fine. 113, "Based upon these defendants'
 9 actions, actual disruption of the contracts
 10 occurred."
 11 Tell me about the "actual disruption."
 12 A. I cannot tell you about the actual
 13 disruptions as much as they are legal matters.
 14 Q. The disruptions are legal matters?
 15 A. If disruptions have a legal connotation in
 16 this regard, then I cannot relate to the legal
 17 connotation.
 18 Q. Is that your total answer, that's a
 19 disruption?
 20 A. That's my answer.
 21 Q. You understand the word "disruption,"
 22 don't you?
 23 A. Yes. I think so.
 24 Q. And that's the extent of what you know
 25 about the disruption?

1 A. There is probably a legal meaning to this
 2 disruption, and I cannot relate to it.
 3 Q. We've come to the fifth claim. 117, "The
 4 Eliades Trust has obtained Rogich Trust's interest in
 5 Eldorado, which interest was subject to Nanyah's
 6 ownership interest in Eldorado. At all times the
 7 Eliades Trust was fully aware of Nanyah's ownership
 8 interest in Eldorado."
 9 Now, you say the Rogich Trust interest was
 10 subject to Nanyah's ownership interest in Eldorado.
 11 Would you explain that, if you can?
 12 A. I can explain it as per Exhibit 2.
 13 Exhibit 2 says that I am a potential claimant, and as
 14 far as I understand, even that agreement alone states
 15 my interest -- Nanyah's ownership interest. There
 16 might have been other ways of establishing such
 17 reasons for my claim as well.
 18 Q. Did that establish the claims?
 19 A. It's establishing the rights.
 20 Q. Your rights to the claims?
 21 A. The rights to the interest.
 22 Q. To the interest. Is that it? And what
 23 happened to the interest?
 24 A. What happened to the interest?
 25 Q. Yes. After that.

1 A. To the best of my understanding, it was
 2 unlawfully and illegally and fraudulently taken away
 3 from me.
 4 Q. How was it taken away?
 5 A. By means of some exchange of legal
 6 transactions between Rogich, Rogich Trust, Teld,
 7 whoever else is mentioned there, in which they have
 8 shaken me off -- tried to shake me off their tail.
 9 Q. Did that take your legal rights away that
 10 you had under two?
 11 A. It attempted to take my ownership rights,
 12 the legal rights I am claiming now through the legal
 13 proceedings.
 14 Q. Based on what?
 15 A. Based on what my legal counsel thinks that
 16 I am entitled to.
 17 Q. Based on what?
 18 A. Based on what my legal --
 19 Q. What agreements?
 20 MR. SIMONS: Objection.
 21 THE WITNESS: Whatever agreements exist in
 22 this respect.
 23 BY MR. LIONEL:
 24 Q. But you can't tell me which agreements?
 25 MR. SIMONS: Asked and answered. Now it's

1 argumentative. Mischaracterizing testimony.
 2 BY MR. LIONEL:
 3 Q. I need an answer.
 4 A. The answer is that any agreements that my
 5 legal counsel see as relevant to this matter.
 6 Q. Do you know of any such contracts?
 7 MR. SIMONS: Asked and answered.
 8 THE WITNESS: I do not have the legal
 9 capacity to answer more than tell you that if my
 10 legal counsel thinks that the paperwork that he has
 11 copies of are providing it to us, then they do.
 12 MR. SIMONS: Can we take a moment?
 13 MR. LIONEL: Sure.
 14 (Whereupon, a recess was had.)
 15 BY MR. LIONEL:
 16 Q. Look at the fifth claim, Mr. Harlap.
 17 Paragraph 117 says, "At all times the Eliades Trust
 18 was fully aware of Nanyah's ownership interest in
 19 Eldorado."
 20 How do you know that?
 21 A. I assume through the paperwork that my
 22 legal counsel has managed to lay his hands on.
 23 Q. Have you seen any of that paperwork?
 24 A. I may have. I don't recall.
 25 Q. And that's the only way you would know?

1 A. Other than reading all of this and seeing
 2 whether I related to it as if I've seen it, then the
 3 answer would be yes.
 4 MR. SIMONS: And were you referring to
 5 Exhibit 5?
 6 THE WITNESS: Yes.
 7 BY MR. LIONEL:
 8 Q. Let's look at 118. "The Eliades Trust,
 9 working cooperatively with the other named
 10 defendants, assisted Rogich Trust in the transfer of
 11 its full membership interest in Eldorado to the
 12 Eliades Trust for the purpose of not honoring the
 13 obligations owed to Nanyah."
 14 What did the Eliades Trust do to assist
 15 the Rogich Trust?
 16 A. Whatever is claimed by my legal counsel.
 17 Q. How about claims of yours?
 18 A. My claims are being brought up through my
 19 legal counsel.
 20 Q. Aside from that, you have no claims?
 21 MR. SIMONS: Objection. Mischaracterizes
 22 the evidence in this case already.
 23 MR. LIONEL: Will you read the question,
 24 Miss Reporter.
 25 (Whereupon, the following question was

1 read back by the court reporter:
 2 Question: "Aside from that, you have no
 3 claims"?
 4 THE WITNESS: I have other claims as per
 5 the ones that are set forth in these documents and/or
 6 any other documents that my lawyer has submitted to
 7 the court.
 8 BY MR. LIONEL:
 9 Q. Well, you say here that the Eliades Trust
 10 assisted Rogich Trust, and I want to know what it
 11 did. There's nothing legal about that.
 12 A. There is a lot of --
 13 Q. Either it did or did not.
 14 A. There is plenty illegal about it. Nothing
 15 legal about that. I agree with you on that. Plenty
 16 of illegal.
 17 Q. What did it do? What did the Eliades
 18 Trust do?
 19 A. In legal terms, you would have to refer to
 20 my legal counsel.
 21 Q. I don't want it in legal terms. I want it
 22 in normal general terms.
 23 A. In general terms, and as much as it is
 24 taking into consideration that I'm not presuming to
 25 be able to answer legally, I think that they have

1 together set up a scheme in which gradually within
 2 certain transactions, they would defy me of my rights
 3 by giving a loan that was not repaid or by
 4 transferring at no cost or at the minimum cost and
 5 buying something else in return and whatever other
 6 way they have done it. The bottom line is that they
 7 have taken several steps and actions to defy me of my
 8 rights.
 9 Q. Who are you talking about now?
 10 A. I'm talking about Sig Rogich and Eliades,
 11 Teld, any of the defendants in this case.
 12 Q. I'm only interested now in what the
 13 Eliades Trust you say did. And I don't want your --
 14 I prefer not to have your imagination.
 15 MR. SIMONS: Objection.
 16 BY MR. LIONEL:
 17 Q. If you know it, you either know it or you
 18 don't know it.
 19 MR. SIMONS: It's not imagination. He's
 20 tell you what he's aware of. Don't start getting
 21 argumentative with the witness.
 22 MR. LIONEL: That's not true, Counsel. He
 23 talked about making loans, doing this and doing that.
 24 MR. SIMONS: And all that's true. That's
 25 not imagination.

1 MR. LIONEL: That's imagination.
 2 MR. SIMONS: Really?
 3 MR. LIONEL: Surely.
 4 MR. SIMONS: The loan that you guys
 5 haven't produced, that's imagination?
 6 MR. LIONEL: What loan are you talking
 7 about?
 8 MR. SIMONS: If you don't know the
 9 evidence, I'm not going to teach it.
 10 BY MR. LIONEL:
 11 Q. I'm going to try once more.
 12 A. You can try many times more.
 13 Q. Fine. "At all times the Eliades Trust was
 14 fully aware of Nanyah's ownership interest in
 15 Eldorado."
 16 How do you know the trust was aware of
 17 Nanyah's ownership interest in Eldorado?
 18 A. Based on the paperwork that was produced,
 19 my legal counsel came to the conclusion that they
 20 knew.
 21 Q. Tell me what Nanyah's interest in Eldorado
 22 was.
 23 MR. SIMONS: Asked and answered.
 24 THE WITNESS: Yeah. A hundred times
 25 already, but --

1 BY MR. LIONEL:
 2 Q. Once more for me.
 3 MR. SIMONS: Why? What does it matter?
 4 BY MR. LIONEL:
 5 Q. Please.
 6 A. Nanyah's rights were 1.5 million of
 7 investment back to whenever it was invested that was
 8 supposed to be converted into equity or anything else
 9 also, but not only as referred to in Exhibit 2.
 10 BY MR. LIONEL:
 11 Q. What's it got to do with the Eliades Trust
 12 being aware of Nanyah's ownership interest?
 13 MR. SIMONS: That has nothing to do --
 14 you're jumping --
 15 THE WITNESS: As far as I understand,
 16 either through that paper or other papers that I do
 17 not recall right now, Eliades was fully aware. Teld,
 18 Eliades, all of them were fully aware that there is a
 19 potential claimant called Nanyah Vegas that might pop
 20 out of the blue sometime and stand on his rights.
 21 BY MR. LIONEL:
 22 Q. That's not my question. I'm going to try
 23 it again.
 24 A. That's my answer.
 25 Q. "At all times the Eliades Trust was fully

1 aware of Nanyah's ownership interest."
 2 And I'm asking you, how do you know that?
 3 MR. SIMONS: Asked and answered. He's
 4 already told you it's in the documents. Why do we
 5 keep doing this, Sam? Why do we keep going over the
 6 question?
 7 THE WITNESS: As far as I understand, it
 8 is all in the documents.
 9 BY MR. LIONEL:
 10 Q. That's your lawyer's answer.
 11 A. No. This is my answer.
 12 MR. SIMONS: Excuse me. Now this is being
 13 harassing.
 14 MR. LIONEL: I'm not harassing.
 15 MR. SIMONS: Absolutely. You keep asking
 16 the same question over and over and over.
 17 MR. LIONEL: Because the witness is a
 18 little difficult.
 19 MR. SIMONS: No, the witness is just
 20 telling you. You've heard the same answer, different
 21 versions. So if we can move this along, that would
 22 be great.
 23 MR. LIONEL: Consistently difficult.
 24 MR. SIMONS: The client's difficult?
 25 Absolutely not. He's telling you.

1 BY MR. LIONEL:
2 Q. Fine. Now let's go to the sixth claim for
3 relief, paragraph 121. Do you know what a conspiracy
4 is?
5 MR. SIMONS: Objection to the extent
6 you're asking for a legal conclusion.
7 Absent that, go ahead and --
8 THE WITNESS: Exactly. As far as legal
9 standing of a conspiracy, I would not relate. In
10 general language terms, yes.
11 BY MR. LIONEL:
12 Q. What is it?
13 A. It is an act of one or more people -- more
14 people usually, to my understanding, to do something
15 to a third party, usually in a bad connotation.
16 Q. Very good definition, and you didn't have
17 to go back to Hebrew. Now, which defendants
18 conspired?
19 MR. SIMONS: Objection.
20 THE WITNESS: In relation to legal --
21 MR. SIMONS: Sorry. I have to just keep
22 this on the record. Objection to the extent it asks
23 for a legal conclusion.
24 BY MR. LIONEL:
25 Q. I'm not asking for a legal conclusion.

1 do not forget that this is a legal matter. And when
2 it is a legal matter, I have to rely on my legal
3 counsel.
4 Q. I'm asking you, you know what a conspiracy
5 is?
6 A. And I told you --
7 Q. And I've asked you --
8 A. And you gave me even some compliments
9 after I answered that.
10 Q. You're entitled to it.
11 A. Thank you.
12 Q. Now, you're talking now about Mr. Eliades,
13 and I asked you what you're saying, they all
14 conspired. I'm asking you what he did.
15 A. I --
16 MR. SIMONS: Just so the record's clear,
17 the client -- the witness put his hand on the stack
18 of exhibits in front of him, which includes all the
19 documents and some of the contracts and interrogatory
20 answers, and he said it's all in here. You said I
21 don't want to hear in here. And you want to say what
22 else. Just so the record is clear. Go ahead.
23 THE WITNESS: To the best of my
24 understanding, Mr. Eliades was fully aware of the
25 whole turn of events that led to the deal between him

1 I'm doing it based upon what you just gave me as your
2 generalized definition of a conspiracy.
3 A. On the legal side, I can't answer. On the
4 nonlegal side, I can say that all of them conspired.
5 Q. What did Mr. Rogich do?
6 MR. SIMONS: Asked and answered.
7 THE WITNESS: Asked, answered, plural
8 times.
9 BY MR. LIONEL:
10 Q. As a conspirator?
11 A. Of course.
12 Q. How about any of the other defendants, did
13 they all act -- take it back.
14 Let's try Mr. Eliades, what did he do?
15 MR. SIMONS: Asked and answered.
16 THE WITNESS: Whatever is said in this
17 paperwork, defines what he did or he didn't do.
18 BY MR. LIONEL:
19 Q. I'm asking you, not the paperwork.
20 A. Whatever I have to say is projected in the
21 paperwork.
22 Q. Let's forget the paperwork for a minute
23 and you tell me what he did.
24 A. If we forget the paperwork, we have to
25 forget the fact that this is a legal matter, and we

1 and Mr. Rogich. He knew exactly how it all evolved,
2 and he knew very well that there was a potential
3 claimant, Nanyah Vegas, for a historical
4 \$1.5 million.
5 By knowing that, he was part of the
6 conspiracy. This is not in a legal way. This is in
7 a general understanding of a nonlegal person.
8 BY MR. LIONEL:
9 Q. You're telling me or you're testifying as
10 to what he knew. I'm asking you what he did in
11 furtherance of the conspiracy.
12 A. By the fact, to my understanding, again,
13 not legal, that he participated in this scam by
14 taking the ownership and depriving me of my due share
15 of the ownership. He conspired and he was fraudulent
16 towards me. This is what I think.
17 Q. You told me he took the ownership. Is
18 that what he did as part of the conspiracy?
19 A. He was given basically the ownership, to
20 my understanding. He was handed it on a silver
21 platter and in return, he got something and he gave
22 something else.
23 Q. What did he give?
24 A. To the best of my understanding -- and
25 again, this is not a legal answer -- to the best of

1 my understanding, he gave the Rogich Trust or Sig
 2 Rogich and/or others that are related, interest in a
 3 different plot of land somewhere else in this area
 4 for --
 5 Q. Is that your answer?
 6 A. This is the nonlegal answer.
 7 Q. But what has that got to do with what
 8 Mr. Eliades did?
 9 MR. SIMONS: That's asked and answered.
 10 If you don't follow it, that's not the client's
 11 fault.
 12 BY MR. LIONEL:
 13 Q. Is that the best you can give me?
 14 A. Yes.
 15 Q. Are you sure it's the best?
 16 MR. SIMONS: You don't need much more.
 17 BY MR. LIONEL:
 18 Q. Has the land which Eldorado had -- strike
 19 that.
 20 Eldorado owned land. Was that land sold?
 21 A. The rights, to my understanding, again
 22 it's not legal, but to my understanding, the rights
 23 to Eldorado were sold, not necessarily to the land.
 24 But I am not 100 percent sure.
 25 Q. That the --

1 A. The ownership rights of Eldorado Hills, if
 2 I remember correctly, but I may not remember
 3 correctly, the ownership rights of Eldorado Hills
 4 were transferred. I don't know if it was the
 5 Eldorado Hills ownership or their right in that
 6 specific land.
 7 Q. Transferred to who?
 8 A. To Teld, if I remember correctly, or
 9 whoever else was there or Eliades or --
 10 Q. Has there ever been any distributions by
 11 Eldorado?
 12 A. I don't know. I didn't get any. So far.
 13 I intend to. Big ones. Soonest.
 14 Q. Let's go to the 7th claim. Tell me in
 15 your nonlegal way why the transfer of the property in
 16 2012 was fraudulent.
 17 A. As much as the property itself was
 18 transferred, it was transferred at the value that did
 19 not correspond its real value, nor did it take into
 20 consideration my interest or any of my potential
 21 claims for interest in that property or in that
 22 company.
 23 Q. What do you know about the value of the
 24 property?
 25 A. I know -- I know that it is for sure not

1 worth nothing, which is exactly what I got so far for
 2 it. I also know that as a potential claimant, I have
 3 never been approached to offer me that sweet deal,
 4 which I would have had it been me sitting in Sig
 5 Rogich's seat, and I'm sure you will, too.
 6 Q. What was the value of the property, as far
 7 as you know?
 8 A. More than zero.
 9 Q. Hmm?
 10 A. More than zero.
 11 Q. How much more?
 12 A. I do not know, and I don't think that it
 13 is relevant at this point in time. What is relevant
 14 is my shared interest and my potential claim for
 15 \$1.5 million in 2006, '7, whatever, or '8 terms.
 16 Q. Paragraph 126, "The transfer was performed
 17 with actual intent to hinder, delay or defraud Nanyah
 18 so that Nanyah would be deprived of its interest in
 19 Eldorado."
 20 A. Yeah. One of the other --
 21 MR. SIMONS: Hold on. Hold on. He didn't
 22 clarify.
 23 THE WITNESS: He didn't ask a question.
 24 MR. SIMONS: To the extent it was seeking
 25 a legal conclusion, I'm objecting. If nonlegal, go

1 ahead.
 2 THE WITNESS: He didn't ask the question
 3 yet. He just read. What's the question?
 4 BY MR. LIONEL:
 5 Q. Read the request back, please, Miss
 6 Reporter.
 7 (Whereupon, the record was read back
 8 by the court reporter.)
 9
 10 BY MR. LIONEL:
 11 Q. What do you know about the transfer and
 12 that it was with actual intent to hinder, delay or
 13 defraud Nanyah?
 14 A. A nonlegal answer to that would be that,
 15 to the best of my understanding, in order to push me
 16 out of the deal and take away my rights, there was a
 17 deal structured in which the rights were transferred,
 18 supposedly without showing value, to which I would
 19 potential -- potentially have an interest in. But
 20 that was the attempt, which failed.
 21 Q. Well, why does it show that it was
 22 performed with actual intent to hinder, delay, or
 23 defraud Nanyah?
 24 A. I do not have any other good explanation
 25 for that, other than that, nor would anybody else

1 have.

2 Q. Do you know when this property was

3 transferred?

4 A. I do not recall.

5 Q. Did you know at one time?

6 A. Only in retrospect.

7 Q. How did you find out about it?

8 A. I don't remember. Whether it was Carlos

9 or Jacob Feingold or probably -- probably one of

10 them.

11 Q. But you don't know when it was?

12 A. No.

13 Q. Do you know what year it was?

14 A. No.

15 Q. Do you know what month it was?

16 A. No.

17 Q. Do you know what day it was?

18 A. No.

19 Q. You have no knowledge at all of when it

20 occurred?

21 A. No. No, I don't.

22 Q. Or when you found out about it, you don't

23 know?

24 A. I do not recall exactly when I found out

25 about it, no.

1 transferred to the Eliades Trust?

2 A. I do not know.

3 Q. What was transferred? Do you know what

4 was transferred?

5 A. I do not remember, but either the property

6 itself or the rights or the company. I do not know.

7 I think I answered that before also.

8 Q. At the time of the transfer, whatever was

9 transferred, were you informed of it?

10 A. Not immediately, to the best of my

11 recollection.

12 Q. What do you mean by "immediately"?

13 A. I mean, I would have expected Sig Rogich

14 who took upon himself in the Exhibit 2 in 2008, the

15 fact that he knows that I am a potential claimant and

16 that I have some rights, et cetera, et cetera, I

17 would have expected him at the time when he was

18 planning to do this transfer of ownership, to

19 approach me, directly or through Carlos Huerta, who,

20 to my understanding, repeatedly tried to reach him,

21 and -- but this may have been later. I don't know.

22 Q. Who tried to reach him repeatedly, you?

23 A. Carlos. Not me, no.

24 Q. Hmm?

25 A. I never tried to reach him. Carlos tried

1 Q. You don't even know the year?

2 A. No.

3 Q. At the time the property was transferred,

4 do you know whether the Rogich Trust or Mr. Rogich

5 had any debts?

6 A. I have no idea, unless it is written here

7 and I was informed, but I do not have any idea as we

8 speak now. I do not recollect.

9 Q. Do you know what the Eliades and Rogich

10 Trust relationship is?

11 A. No. Not that I know right offhand, no.

12 Q. Well, how about -- what do you mean

13 "offhand"?

14 A. I don't remember. If it is written

15 anywhere in the paperwork that is in front of me,

16 then I would have known at some point. As we speak

17 now and you are asking me, the answer is no.

18 Q. You don't know?

19 A. I don't know.

20 Q. Of any relationship?

21 A. I don't remember of any relationship.

22 Q. You have no knowledge?

23 A. I have no recollection.

24 Q. At the time the transfer was made, was the

25 interest, the membership interest in Eldorado

1 to reach him, to the best of my understanding, later.

2 Q. So how did you learn that?

3 A. From Carlos. And I would have approached

4 me, found me, approached me, and would offer me the

5 deal or would explain to me what they plan to do, why

6 they plan to do, the current situation, and

7 presenting me with the opportunity, perhaps I wanted

8 to take it over.

9 It's a phone call away. It's not easy --

10 it's not difficult. It's just, you know, a phone

11 call away to Carlos. Listen, Carlos, we are about to

12 do something which, in our view, will make your

13 friends of Nanyah Vegas get nothing. So before we do

14 that, can you please put us in touch with him so that

15 we make sure that he understands that this is the

16 case and that he agrees to that, or else he comes up

17 with money or he takes himself ownership or he takes

18 liability or whatever he takes, in order to sort out

19 this mess. They never did that.

20 Q. Did it Carlos tell you that --

21 A. That they never did that.

22 Q. -- that the property was transferred or

23 something was transferred?

24 A. At some point later on I learned, I think

25 either through Jacob or Carlos, that something has

1 happened there, yeah.

2 Q. Something has happened? What does that

3 mean?

4 A. Either the company was transferred or the

5 rights of the property were transferred, et cetera.

6 Q. And you don't know when this was?

7 A. No.

8 Q. Do you know whether at the time this

9 transfer was made that the Rogich Trust had assets?

10 A. I have no idea.

11 Q. You have no knowledge at all?

12 A. No.

13 Q. Do you know what business the Rogich Trust

14 was in?

15 A. The Rogich Trust, I don't know

16 specifically. I know that Mr. Rogich is PR,

17 advertising, whatever, lobbyist, et cetera, et

18 cetera, in here.

19 Q. And he's still in the same business as far

20 as you know?

21 A. To the best of my understanding, and my

22 understanding is valid to last year when we met, he's

23 still in the same business, and only what I have

24 learned from his friend whom he sent to me.

25 Q. Are you talking about Jacob?

1 justiciable controversy between Nanyah and the named

2 defendant regarding Nanyah's rights and obligations

3 with respect to its investment in Eldorado."

4 What was the controversy?

5 A. First, I don't know what is a declaratory

6 relief.

7 Q. Isn't there a comparable provision under

8 Israeli law? You don't know what it is?

9 A. I don't know what it is or maybe I do, but

10 not in its legal terms. I don't know what it means.

11 Q. In Israel, doesn't a person have a right

12 to go into court for determination of his rights

13 against somebody else?

14 A. Yes.

15 Q. And that's called what?

16 A. Basic individual rights because we don't

17 have a constitution. So it's based on the individual

18 rights of anybody to defend himself and to claim from

19 the other at court.

20 Q. That's because they had a controversy with

21 one another, and this was to find out what the

22 true -- what they were entitled to or something of

23 that nature?

24 A. Yeah.

25 Q. Well, let's call this -- this says you had

1 A. No. There was this person who initiated

2 the meeting last year. Not initiated, he was the

3 gopher and he's the guy that's the janitorial

4 equipment guy who Sig Rogich is a partner with or the

5 Rogich Trust or whoever it is.

6 Anyway, he approached me on behalf of Sig

7 Rogich, and according to him, because Sig asked him

8 to.

9 Q. That's what he said?

10 A. That's what he said, and that's what he

11 also said, to the best of my recollection, when he

12 made -- remade this presentation here at the office

13 with Sig.

14 Q. What was the purpose of the presentation?

15 A. To try and come to some terms,

16 understanding, and hopefully solve the dispute

17 between us.

18 Q. And settle them?

19 A. And solve the dispute, whether by

20 settlement or by me giving up or by whatever way they

21 thought that they would.

22 Q. For the record, I move to strike that

23 testimony.

24 Now, you have -- let's go to the 8th

25 claim. Paragraph 132, "There exists a current

1 -- "There is a current justiciable controversy

2 between Nanyah and the named defendants."

3 And I'm not asking for a legal term. What

4 was the controversy between Nanyah and any of the

5 defendants?

6 A. The controversy is, to my understanding,

7 the fact that I was deprived of my rights and my

8 potential claims in Eldorado Hills or the property

9 underlying there, without even giving me the

10 opportunity ever to step in, to purchase, to take. I

11 was known to be informed that any of this was

12 happening or going to happen or happened.

13 Q. When did this controversy arise?

14 A. When I realized, unfortunately, at a

15 rather late stage that all this has happened. When I

16 learned, primarily through Carlos and Jacob and/or

17 Jacob, that the historical first act, which is

18 described in Exhibit 2, took a step further, I think

19 it is in 2012, when it suddenly and astonishingly

20 came to the knowledge of Jacob and/or Carlos that I

21 am deprived of my rights, which they have -- or

22 Carlos has tried his best to assert.

23 Q. But since 2008, it never occurred to you?

24 A. To be honest, no. I was not aware of the

25 proceedings or what was going on, and I was dealing

1 with more important stuff that I had to deal with in
2 closer vicinity to where I resided. And this was
3 very far and not of major financial impact on me at
4 the time.

5 And so like I trusted Jacob and Carlos
6 when I initially made -- without much research the
7 initial investment, I trusted them that they would
8 follow it up accordingly.

9 Q. And you relied on them?

10 A. I relied on them and on the fact that
11 hopefully -- and the fact they did their dealings
12 with an honorable person, which unfortunately later I
13 found out it was not the case.

14 Q. Was there a dishonorable person?

15 A. I am afraid so.

16 Q. Who are you talking about?

17 A. Sig Rogich at least.

18 Q. Did you have a copy -- when is the first
19 time you saw Exhibit 2?

20 A. I don't remember.

21 Q. Hmm?

22 A. I don't remember.

23 Q. You have a copy of it?

24 A. If I have a copy, if it is among the
25 papers that were given to me to read before the

1 submission to court, then yes.

2 Q. What do you mean, before the
3 interrogatories?

4 A. Yeah. Before --

5 Q. Is that the first time you saw it?

6 A. I think so, but I'm not sure.

7 Q. You're not sure?

8 A. I'm not sure.

9 Q. You could have seen it back a long time
10 before?

11 A. I don't think so. I don't think so but it
12 might have, but I don't think so. I don't recall it.

13 Q. You don't recall?

14 A. No.

15 Q. And you have no recollection back in 2008
16 of seeing Exhibit 2?

17 A. I might have, I might have not. I don't
18 recall. This is almost ten years back.

19 Q. But you told me that Carlos said you were
20 going to get your money, right, that he worked out a
21 deal?

22 A. Something like that.

23 Q. And you didn't ask him for the papers or
24 anything like that?

25 A. I did not remember that I asked him for

1 any papers, but I also did not ask him for papers
2 when I did the initial investment. So this is no
3 surprise. Because for me, he took the paperwork, and
4 I would perhaps have thought that if there is
5 paperwork, it's paperwork that is relating to my tax
6 obligations in Nevada or in United States, and this
7 he would then transfer to the accountant.

8 Q. Did Carlos deal with your accountant?

9 A. He introduced me to this accountant and
10 here and there he might have, on my request, done
11 something in this respect because I don't --

12 Q. I mean your accountant in Israel?

13 A. No, no, no. Nothing to do with my
14 accountant in Israel.

15 Q. Did you see Jacob with regularity over the
16 years?

17 A. There were years I saw him a bit less
18 because he was more often here and very little in
19 Israel, and we do not live in the same city anymore.
20 So I didn't see him that often, but here and there I
21 did. I saw his wife more often.

22 Q. Tell me again who your controversy is
23 with, which defendant or defendants?

24 A. I think, to the best of my understanding,
25 with all of them, with Sig Rogich, with the Rogich

1 Trust, with Eliades, with Teld and anybody else who
2 is mentioned there.

3 Q. And that controversy is what? Clarify it
4 for me, please.

5 A. Again?

6 Q. Yes.

7 MR. SIMONS: Objection. Asked and
8 answered.

9 THE WITNESS: The controversy, to the best
10 of my nonlegal understanding, is about my rights in
11 the Eldorado Hills project, in the underlying asset,
12 and in the process in which they have deprived me of
13 or attempted to deprive me of my rights based on my
14 1.5 million historical investment.

15 BY MR. LIONEL:

16 Q. And what documentation do you have with
17 respect to your rights for the \$1.5 million?

18 MR. SIMONS: Now this one literally has
19 been asked ten times.

20 MR. LIONEL: I am entitled to this
21 question.

22 MR. SIMONS: Asked and answered. Come on.
23 You're asking the same thing.

24 BY MR. LIONEL:

25 Q. I want an answer.

1 MR. SIMONS: We all know it.

2 THE WITNESS: Any paper that is mentioned

3 here or any other form that my lawyers have managed

4 to find in respect to this whole investment and

5 procedures that have given them the conclusion that

6 there is a controversy here, and that I have rights.

7 BY MR. LIONEL:

8 Q. But you can't point me to any documents?

9 MR. SIMONS: He already has. He told you.

10 BY MR. LIONEL:

11 Q. Which documents?

12 MR. SIMONS: Asked and answered.

13 MR. LIONEL: You tell me the answer.

14 Which documents?

15 MR. SIMONS: When we went over the

16 agreements. He said Exhibit 2. He told you that

17 earlier. You went through this earlier today. He

18 says, look, my interest is right there. It's called

19 out for. I mean --

20 BY MR. LIONEL:

21 Q. Do you hear your lawyer's answer? Do you

22 agree with that?

23 A. Yes.

24 Q. That's document -- it's number 2. How

25 about the others?

1 A. May be there, too. I don't know.

2 Q. But you do know about 2?

3 A. Two is the one paper that I remember more

4 vividly, yes.

5 Q. You remember it from originally when you

6 got it?

7 A. From seeing it in the past. Whether it

8 was in the recent past or far past, I do not recall.

9 Q. Or in 2008?

10 A. I don't remember whether it was just after

11 or at some point later on.

12 Q. Sure. And as I read this, you want the

13 court to look at the documents and say what your

14 rights are?

15 A. Yeah.

16 Q. You think the court's going to do that?

17 A. I think that we will wait and see.

18 Q. You're going to give them the documents

19 and say, Judge, tell me what my rights are?

20 A. They will probably call me, call you, call

21 your friends, have my legal counsel ask them a couple

22 of questions. Maybe I'll even have the pleasure of

23 having some more hours viewing this beautiful lady.

24 MR. SIMONS: Make sure you get that on the

25 record is what she's saying.

1 BY MR. LIONEL:

2 Q. Let's look at the 9th claim, or I should

3 proceed it by saying, moving right along. 137, "The

4 terms of the various contracts are clear, definite

5 and certain."

6 Is that you or your lawyer?

7 MR. SIMONS: That's me.

8 BY MR. LIONEL:

9 Q. Do you understand what specific

10 performance is?

11 A. Absolutely not.

12 Q. I'm sure you have this in Israel. A and B

13 enter into a contract. One owns the land, and the

14 contract says you're going to sell it for so much

15 money, and he won't come up with it, and one sues the

16 other to get the land or get the money. You have

17 that don't you in Israel?

18 A. We do.

19 Q. What do you call it?

20 A. Contract.

21 Q. Contract. Okay.

22 A. Agreement.

23 Q. This is a contract, right, that we're

24 talking about here in the 9th claim?

25 MR. SIMONS: Objection to the extent it

1 asks for a legal conclusion. He doesn't know what

2 this claim is.

3 THE WITNESS: I don't know.

4 BY MR. LIONEL:

5 Q. You don't know.

6 It says, "Nanyah's entitled to specific

7 performance of the purchase agreement."

8 Are you entitled to -- do you know what

9 that means?

10 A. If that's what it says, it's probably

11 right, and I have full confidence in my legal counsel

12 that he knows what to write.

13 Q. In your lawyer.

14 And it says that, "These agreements vest

15 you with a membership interest in Eldorado."

16 What do these documents have to do with

17 your membership?

18 A. I don't know.

19 Q. You don't know.

20 MR. LIONEL: That's it.

21 (Whereupon, the deposition was concluded at

22 3:17 p.m. this date.)

23 * * * * *

24

25

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.
 22
 23
 24
 25

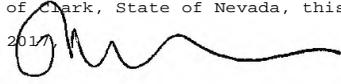
1 IN WITNESS WHEREOF, I have set my hand in my
 2 office in the County of Clark, State of Nevada, this
 3 23rd day of October, 2017.
 4 
 5 _____
 6 MONICE K. CAMPBELL, CCR NO. 312
 7
 8
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 12
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 14
 15
 16
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 18
 19
 20
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 24
 25

EXHIBIT L

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 CARLOS A. HUERTA, an)
4 individual, CARLOS A.)
5 HUERTA as Trustee of THE)
6 ALEXANDER CHRISTOPHER)
7 TRUST, a Trust established)
8 in Nevada as assignee of)
9 interests of GO GLOBAL,)
10 INC., a Nevada corporation)
11 NANYAH VEGAS, LLC, a Nevada)
12 limited liability company;)
13 Plaintiffs,)
14 vs.) Case No. A-13-686303-C
15) Dept. No. XXVII
16)
17 SIG ROGICH aka SIGMUND)
18 ROGICH as Trustee of The)
19 Rogich Family Irrevocable)
20 Trust; ELDORADO HILLS, LLC,)
21 a Nevada limited liability)
22 company; DOES I-X, and or)
23 ROE CORPORATIONS I-X,)
24 inclusive,)
25 Defendants.)

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

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

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

Job No. 9249

1)
2 ELDORADO HILLS, LLC, a)
3 Nevada limited liability)
4 company,)
5 Defendant/Counterclaimants,)
6 vs.)
7 CARLOS A. HUERTA, an)
8 individual, CARLOS A.)
9 HUERTA as Trustee of THE)
10 ALEXANDER CHRISTOPHER)
11 TRUST, a Trust established)
12 in Nevada as assignee of)
13 interests of GO GLOBAL,)
14 INC., a Nevada corporation,)
15 Plaintiffs/)
16 Counterdefendants.)
17)
18)
19)
20)
21)
22)
23)
24)
25)

1 APPEARANCES:
2 For Plaintiffs/Counterdefendants:
3 MCDONALD LAW OFFICES, PLLC
4 BY: BRANDON B. MCDONALD, ESQ.
5 2505 Anthem Village Drive
6 Suite E-474
7 Henderson, NV 89052
8 For Defendants/Counterclaimants:
9 LIONEL SAWYER & COLLINS
10 BY: SAMUEL S. LIONEL, ESQ.
11 BY: STEVEN C. ANDERSON, ESQ.
12 300 South Fourth Street
13 Suite 1700
14 Las Vegas, NV 89101

1 I N D E X
2 WITNESS: CARLOS A. HUERTA
3 PAGE
4 Examination By Mr. Lionel 5
5 Examination By Mr. McDonald 66
6 INDEX TO EXHIBITS
7 EXHIBIT PAGE
8 A Notice of Taking Deposition of 5
9 Nanyah Vegas, LLC's Person(s)
10 Most Knowledgeable

1 (A discussion was held off the record between the court
2 reporter and counsel, wherein counsel present agreed to
3 waive the reporter requirements as set forth under NRCP
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)
5 CARLOS A. HUERTA,
6 having been first duly sworn to testify to the truth,
7 the whole truth and nothing but the truth, was examined
8 and testified as follows:
9
10 EXAMINATION
11 BY MR. LIONEL:
12 Q Mr. Huerta, where do you live?
13 A Las Vegas.
14 Q Where in Las Vegas?
15 A Sierra Vista Ranchos.
16 MR. LIONEL: Off the record.
17 (Discussion off the record)
18 MR. LIONEL: Miss Reporter, would you mark
19 this as Defense Exhibit A?
20 (Exhibit A marked)
21 BY MR. LIONEL:
22 Q Mr. Huerta, have you ever seen Exhibit A
23 before, which is a Notice of Taking Deposition of
24 Nanyah Vegas, LLC's Person Most Knowledgeable?
25 A Yes, sir.

1 Q Are you here today to testify as a Person Most
2 Knowledgeable for Nanyah Vegas, LLC?
3 A Yes, sir.
4 Q Are you here today to testify with respect to
5 Nanyah Vegas' Fourth Claim for Relief in the First
6 Amended Complaint, as shown here in the second
7 paragraph of Exhibit A?
8 A Yes, sir.
9 Q Thank you.
10 Mr. Huerta, you've had your deposition taken
11 before; is that true?
12 A Yes, sir. You can call me Carlos, if that's
13 easier for you during this time period, yeah.
14 Q Oh, fine.
15 When I refer to "Nanyah," I'm actually
16 referring to Nanyah Vegas, LLC. Do you understand
17 that?
18 A Understood.
19 Q Carlos, you've had your deposition taken
20 before?
21 A Yes, sir.
22 Q Approximately how many times?
23 A 10.
24 Q Here in Nevada?
25 A Yes.

1 Q Are you familiar with what's involved in the
2 taking of a deposition?
3 A I believe so.
4 Q Is there anything you want me to explain, or
5 feel you need to explain?
6 A I don't think so.
7 Q Do you know of any reason why you cannot be
8 deposed today?
9 A No, sir.
10 Q Where does the name Nanyah Vegas come from?
11 A It is a company that is actually Israeli, and
12 it is controlled by Yoav Harlap. And he just --
13 knowing that he was going to invest in the United
14 States, he established an LLC in Nevada. And knowing
15 that he was coming to the United States to invest, he
16 formed this entity that basically mimics his Israeli
17 company.
18 Q Did you have anything to do with the formation
19 of his company?
20 A No.
21 Q He formed it. Did he have counsel at the
22 time?
23 A We had a CPA that did it for him.
24 Q Who was that?
25 A You know, I'm not sure who we used, but it

1 could have been, probably was L.L. Bradford & Company.
2 Q Who in L.L. Bradford?
3 A I don't remember. But it could have been
4 Dustin Lewis.
5 Q Is Dustin Lewis an accountant who does work
6 for Yoav Harlap?
7 A There hasn't -- he would be. I don't believe
8 there's been a lot of work. So I don't know that he's
9 really done anything as of late.
10 Q Let me talk a moment about Go Global, Inc.
11 That is your company; is that correct?
12 A It is.
13 Q You're the president of that company?
14 A Yes.
15 Q Are you the sole shareholder?
16 A Yes.
17 Q Sole director?
18 A There's no directors. Just the president, I
19 believe.
20 Q You are the only one who speaks for Go Global;
21 is that correct?
22 A Yes, sir.
23 Q What is the business of Nanyah Vegas?
24 A It was a single-purpose entity meant to invest
25 in Las Vegas real estate.

1 Q Did it invest in Las Vegas real estate?
 2 A Yes.
 3 Q Was there more than one investment?
 4 A No.
 5 Q What was the real estate that was invested in?
 6 A The property that's owned by Eldorado Hills,
 7 LLC, 160 acres on the way to Boulder City.
 8 Q Nanyah Vegas, does it have a license to do
 9 business in Las Vegas?
 10 A I don't know. Actually, I do know. I believe
 11 that it does not.
 12 Q And it has not had one? Is that a fair
 13 statement?
 14 A Well, it was incorporated in Nevada. So I
 15 think at one point, it did. So I'm not sure if it's
 16 been kept up.
 17 Q Do you know if the company files tax returns?
 18 A I believe that it does.
 19 Q Have you ever seen any of the tax returns?
 20 A I don't remember.
 21 Q Beg your pardon?
 22 A I don't remember.
 23 Q You may have?
 24 A I may have.
 25 Q Where is the office of Nanyah?

1 A The official office is at the 8880 West Sunset
 2 Road, third floor, I believe, in Las Vegas.
 3 Q Is that the Bradford address?
 4 A Correct.
 5 Q Have they ever used your office for any
 6 purpose?
 7 A Sure.
 8 Q What purpose?
 9 A To -- for this Eldorado Hills project.
 10 Q Does it have any files in your office with
 11 respect to that project or anything else?
 12 A We have -- probably have a file, yes, on
 13 Nanyah Vegas.
 14 Q That's your office at 1060 Post Road?
 15 A 3060 Post Road.
 16 Q 3060 Post Road?
 17 A Suite 110, yes.
 18 Q Does it have any employees?
 19 A No.
 20 Q Did it ever have any, that you know of?
 21 A No.
 22 Q Who is the manager of Nanyah?
 23 A Yoav Harlap.
 24 Q Do you have any role in management?
 25 A I'm the only contact person for Nanyah in

1 town. So whenever any kind of discussion comes about,
 2 I'm the person that is called upon.
 3 Q Are you also the registered agent?
 4 A I don't remember if I am or not.
 5 Q If I tell you that the Secretary of State's
 6 office says that, would you say it may be so?
 7 A Yes.
 8 Q All right. And this situation, you tell me
 9 about being the only representative here in Nevada for
 10 the company, that situation has persisted since the
 11 company came into being; is that correct?
 12 A Yes.
 13 Q When did it come into being?
 14 A I believe late 2007.
 15 Q How do you place it?
 16 A In terms of --
 17 Q At that time?
 18 A Oh. I remember meeting with Mr. Harlap and
 19 discussing this project in '07, and him investing in
 20 that year.
 21 Q At that point in time, did you have some kind
 22 of a role with Eldorado Hills?
 23 A Yes.
 24 Q What were you at that time?
 25 A I was a manager and a member.

1 Q During what years were you a manager and a
 2 member?
 3 A Of Eldorado, I believe '05, '06, '07, '08.
 4 Q That's through October 31 of '08? Fair
 5 statement?
 6 A Correct.
 7 Q Who were the investors in Nanyah?
 8 A Just Yoav Harlap.
 9 Q Did Jacob Feingold have a role in there?
 10 A I don't believe so.
 11 Q Did D & D Properties have a role?
 12 A I don't believe so.
 13 Q You're familiar with D & D Properties?
 14 A I am.
 15 Q Do you have any interest in Nanyah?
 16 A No.
 17 Q Did you ever?
 18 A No.
 19 Q Did Go Global ever have an interest?
 20 A No.
 21 Q How about Alexander Christopher Trust, did it
 22 ever have an interest?
 23 A It did not.
 24 Q And does not now?
 25 A Correct.

1 Q Is there an Operating Agreement for Nanyah?

2 A I don't think so.

3 Q Did it have a bank account in the United

4 States?

5 A I don't think so.

6 Q At any time?

7 A I don't think so.

8 Q Did Nanyah have a relation -- strike that.

9 What is Canamex Nevada?

10 A It was an LLC that was formed by Sig Rogich

11 and myself.

12 Q When?

13 A I believe it was 2007 or 2008.

14 Q For what purpose?

15 A To join with our neighboring property owner to

16 the north. It was about a 150-acre property that was

17 controlled mostly by a gentleman by the name of Mike

18 Giroux. That's G-I-R-O-U-X.

19 Q Thank you.

20 A And we were going to put the Eldorado Hills

21 property together with the 150 acres that Giroux

22 controlled, mostly controlled. There was two other

23 partners, I think, he had. And we were going to market

24 all the property together, and work together in terms

25 of the development as the -- the first thing that we

1 expected to come down the pike would be the improvement

2 of the 95 by NDOT, and they were going to put a new

3 interchange right along those properties.

4 Q Did you play a role in what you just told me,

5 namely, putting these two properties together and

6 exploiting them?

7 A Yes.

8 Q What did you do?

9 A Well, I had multiple meetings with the Giroux

10 group, and actually one other adjacent owner there as

11 well by the name of Lynn Goodfellow, and discussed that

12 there would be the potential to have a better plan if

13 we all went in together and coordinated the different

14 uses. And I thought that it would increase the value

15 of both properties. We had meetings with them. And we

16 were going to proceed.

17 Q What, if anything, did you do in connection

18 with proceeding with that plan?

19 A Formed Canamex Nevada, LLC; hired engineers to

20 do an entire master plan, site plan, and renderings for

21 the properties; and had come to an agreement with the

22 Giroux group on how to do it; and was starting to raise

23 the money for it.

24 Q What did you do in connection with trying to

25 raise the money?

1 A Speak to investors like Harlap, and others.

2 Q Did you raise any money for it?

3 A Uh-huh. Yes.

4 Q Who from?

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

6 time.

7 Q How much did Go Global invest?

8 A I don't remember.

9 Q Do you have any idea?

10 A I don't remember.

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

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

13 Q Did Go Global have an interest in Canamex

14 Nevada?

15 A Yes.

16 Q What kind of an interest did it have?

17 A I don't remember the percentage. Starting

18 out, it probably was 50 percent, along with Sig

19 probably would have been the other 50 percent, Sig

20 Rogich.

21 Q Was the attempt to exploit it, by that I mean,

22 an attempt to have sellers joined interest?

23 A The intention would have been to sell the

24 majority, if not all of it. But we realized it would

25 have taken time. I doubt that it would have been, in

1 other words, one purchaser that would buy all 310

2 acres.

3 Q Did you prepare a lot of plans or ideas with

4 respect to exploiting the property?

5 A Yes.

6 Q Did Canamex Nevada file tax returns?

7 A I don't think so. I don't think we ever got

8 to that point.

9 Q Who invested money besides you --

10 A I don't think anyone.

11 Q -- besides Go Global?

12 A I don't think anybody else did.

13 Q Aside from this lawsuit and the claim in the

14 lawsuit, did Nanyah have any relationship with Eldorado

15 Hills, LLC?

16 MR. McDONALD: I'm going to object to the form

17 of that question.

18 THE WITNESS: I guess, what type of

19 relationship?

20 BY MR. LIONEL:

21 Q Any kind?

22 A Yeah, they were an investor, planned to own a

23 piece of the company that owned it.

24 Q Are you talking about the claim in this

25 lawsuit?

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

7 Q Huh?

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

10 Q Did they do any business with it?

11 A They invested \$1.5 million.

12 Q Anything else?

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

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

20 A I am.

21 Q Are you familiar with the Amended Complaint?

22 A I think so, yes.

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

25 A No. Thank you.

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

3 A Yes.

4 Q You approved both and authorized the filing?

5 A Yes.

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

8 A Sure.

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

11 A Yes, sir.

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

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

19 A I did.

20 Q Is that what happened?

21 A Yes.

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

24 Was all that money invested at one time?

25 A No.

1 Q When was the Robert Ray money invested?

2 A Pretty sure it was '06.

3 Q When was the Nanyah money invested?

4 A '07.

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

7 A Yes, sir.

8 Q What did you have to do with it?

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

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

21 A Who's "he"?

22 Q Ray?

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

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

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

7 A Yes.

8 Q -- of the property?

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

12 Q Tell me about it.

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

25 Q Did you deal with him initially?

1 A Yes, sir.

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

3 A I went to him.

4 Q When part of his half million dollars -- or --

5 originally it was the half million a loan?

6 A Exactly.

7 Q Were there loan documents?

8 A I don't remember.

9 Q Do you remember signing any documents?

10 A Kind of, yes.

11 Q What does "kind of" mean?

12 A Well, it was eight years ago, you know. So I

13 don't remember. I do remember signing something, but I

14 couldn't swear to it unequivocally. Robert and I have

15 known each other for a long time, so I don't think he

16 would have required a document. But I probably gave

17 him one. And I brought Robert also, by the way, to

18 meet Sig Rogich about it.

19 Q You what?

20 A I brought Robert into the office to meet with

21 Sig as well prior to the investment, so --

22 Q What office did you take him into?

23 A I think it was 3980 Howard Hughes, not the

24 3883. But then Robert later came to the 3883 as well,

25 so I can't remember which one was which.

1 Q Would you look at paragraph 17?

2 A Yes.

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

4 Complaint:

5 "While Ray's interest in Eldorado are believed

6 to have been preserved, despite contrary representation

7 by Sigmund Rogich, Nanyah never received an interest in

8 Eldorado while Eldorado retained the million five."

9 Why do you say his interests are believed to

10 have been preserved?

11 A He still receives KIs from Eldorado Hills,

12 LLC, and chose an ownership percentage in the entity.

13 Q And the tax returns showed his interest,

14 didn't it?

15 A I believe so.

16 Q Do you know why in the original Complaint here

17 he sues claiming he had no interest?

18 A Yes.

19 Q What's the reason?

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

21 Q I'm listening.

22 A There's been -- from what he's told us in a

23 meeting, there's been zero reporting in terms of what's

24 going on with the asset. There is a tenant on the

25 property that presumably pays rent. Never seen any

1 kind of financials on the entity. He doesn't know how

2 much money is going into the company. He doesn't know

3 anything. So he wonders if his interest is even going

4 to be honored, or accepted, or kept in the company at

5 one point. We have an experience now -- he has an

6 experience now on how other members' interests can

7 suddenly vanish based upon an arbitrary decision by the

8 current managers of the entity. So he doesn't know if

9 his is going to be preserved. But he gets really no

10 information other than a K1. There is no money coming

11 in to him at all whatsoever. So there's a concern that

12 his investment could be going up in a cloud of smoke as

13 the others have.

14 Q Did this condition or situation prevail during

15 the years that you were manager there in 2006, 2007,

16 2008?

17 A This situation that I just described? Is that

18 what you're asking?

19 Q Yes.

20 A No.

21 Q What did you do with Mr. Ray, for Mr. Ray, or

22 to Mr. Ray during those years?

23 A I would update him on what's going on with the

24 property; what offers we had coming in; what was going

25 on in general with the development of the property; I

1 would send him site plans; I'd tell him what the

2 potentials were with the Canamex Nevada project that we

3 were going to try to go into. So he was kept up to

4 date on a regular basis.

5 Q And you say that stopped once you left?

6 A No, I still was -- not once I left. I still

7 was somewhat involved after the purchase of my

8 interest, that has all of a sudden seemingly

9 conveniently gone up in a cloud of smoke. But I still

10 was involved with the project, and I still was doing

11 things even up through '09. So I would keep Mr. Ray up

12 to date probably to mid-'09.

13 Q These other things you talked about happened

14 after that, are you saying?

15 A That's when Robert Ray's concerns escalated,

16 let's just say.

17 Q Getting back to paragraph 17 --

18 A And by the way, another thing that I remember:

19 I brought Robert Ray to see Sig Rogich after my

20 interests were sold in Sig's office, and we spoke with

21 Sig about the investment. So I would actually come

22 with Robert and update him, and we gave him an update.

23 And Sig, I remember saying that he would do the right

24 thing in terms of everybody involved. But after that,

25 I don't think there's been any other meetings.

1 Q When was this conversation?

2 A In '09.

3 Q When in '09? Do you remember?

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

5 Q Paragraph 17 says:

6 "Nanyah never received an interest in Eldorado

7 while Eldorado retained the million five."

8 Is that correct?

9 A Yes, sir.

10 Q Is there any documentation that you know of

11 with respect to the million five that Nanyah said was

12 given to Eldorado?

13 A There is.

14 Q What is the documentation?

15 A We have Eldorado Hills' bank statements, for

16 one, showing the 1.5 million.

17 Q Wait a minute.

18 A Sorry?

19 Q Bank statement of Eldorado?

20 A Eldorado Hills, LLC, Nevada State Bank. We

21 also have an agreement --

22 Q Please.

23 A Oh, okay. Sure.

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

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

1 been late 2007, probably December. But, again, it was

2 seven years ago, or six and a half years ago.

3 Q Okay. Go ahead.

4 A Then there's an agreement that was signed in

5 October 31st, 2008, that you referred to that date

6 earlier.

7 Q Agreement of what?

8 A You referred to that date, October 31st, 2008.

9 I believe it's called the Purchase Agreement.

10 Q Uh-huh.

11 A So Nanyah Vegas' investment was documented in

12 that agreement, as was Mr. Ray's.

13 Q Are you talking about the potential claimant

14 list?

15 A Uh-huh, yes.

16 Q Anything else?

17 A I don't know if there's anything else. There

18 could be. I don't remember at the current time.

19 Q You say some time, probably in December of

20 2007, there's a bank statement of Eldorado from Nevada

21 State Bank that shows a million and a half?

22 A Yes.

23 Q Did that million and a half remain there?

24 A Eldorado Hills -- it remained in Eldorado

25 Hills' account.

1 Q Until when?

2 A I don't remember. Some of it might have gone

3 into Eldorado Hills', like an interest-bearing account

4 as well.

5 Q You don't know about that? You say it may

6 have gone --

7 A Yes.

8 Q -- in an interest-bearing account?

9 A That was associated to Eldorado Hills.

10 Q Huh?

11 A Yes, into an interest-bearing account with

12 Eldorado Hills.

13 Q Like a money market account?

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

15 but --

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

17 Do you know of any documentation besides the

18 bank statement you referred to and an agreement dated

19 October 31, 2008, the Purchase Agreement?

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

21 Q I'm asking you again.

22 A I said I don't remember.

23 Q You don't remember?

24 A Correct. I said the same answer before,

25 actually.

1 Q Where did the million -- was that a million

2 five we're talking about?

3 A Yes, sir.

4 Q Where did the million five come from?

5 A From Nanyah Vegas.

6 Q I beg your pardon?

7 A From Nanyah Vegas, Nanyah.

8 Q Was it cash?

9 A No.

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

11 A I believe it was a wire.

12 Q A wire? A wire from where?

13 A From Nanyah Vegas.

14 Q From Israel? From Las Vegas? From Clark

15 County?

16 A I don't remember.

17 Q Did you see that wire?

18 A Literally?

19 Q Literally?

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

21 Q Did you see any evidence with respect to this

22 wire you're talking about?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: Of course.

25 / / / /

1 BY MR. LIONEL:
 2 Q I beg your pardon?
 3 A Of course.
 4 MR. LIONEL: Would you read my question back,
 5 please?
 6 (Record read)
 7 THE WITNESS: The answer is: Of course I did.
 8 BY MR. LIONEL:
 9 Q What did you see?
 10 A We already referred to it, the bank statement
 11 from 2007. The money went into Eldorado Hills'
 12 account, which I was a signer on.
 13 Q The money came by wire; is that correct?
 14 A I don't remember. You asked me, how did it
 15 come? I believe it was by wire. You asked me if it
 16 was cash. It definitely was not cash. So he either
 17 sent a check, or he sent a wire.
 18 Q But if it came by wire, you don't know where
 19 the wire was sent from?
 20 A Correct.
 21 Q Where was it sent to?
 22 A The 2007 Eldorado Hills, LLC, bank account
 23 that was at Nevada State Bank, in Nevada.
 24 Q The wire was sent to the bank? Is that what
 25 you're saying?

1 A Yes.
 2 Q So the money was wired from some place to
 3 Nevada State Bank to the account of Eldorado?
 4 A Correct.
 5 Q Did you know about it at the time?
 6 A Yes.
 7 Q How did you know about it?
 8 A I would speak with Yoav Harlap. And I was
 9 expecting it.
 10 Q You were expecting it?
 11 A Correct.
 12 Q Tell me what you talked to him about.
 13 A Six and a half years ago, I can't tell you
 14 exactly.
 15 Q I appreciate that.
 16 A But I would speak to him about the project;
 17 what we were planning on doing; that the exchange --
 18 interchange was going to be developed by NDOT; and that
 19 we were raising money to market the property, partially
 20 develop the property, and eventually sell the property;
 21 and that's what his investment would go to. Oh -- and
 22 we had a loan on the property that had to be serviced
 23 as well which Go Global had been servicing for months
 24 and months on its own, plus \$100,000 a month. So that
 25 was part of the investment as well.

1 So we talked about the project; what the money
 2 was going to go for; and what we planned on doing with
 3 the project.
 4 Q Did you instruct him to send the -- wire the
 5 money to Nevada State Bank to the account of Eldorado
 6 Hills?
 7 A Yes, sir.
 8 Q Were you notified when the money came in?
 9 A Yes.
 10 Q And that money went in the Eldorado account?
 11 A Yes.
 12 MR. McDONALD: Asked and answered.
 13 THE WITNESS: Yes.
 14 BY MR. LIONEL:
 15 Q And then what happened to the money?
 16 MR. McDONALD: I believe that's been asked and
 17 answered as well.
 18 THE WITNESS: Eldorado Hills benefited from
 19 the money, and Eldorado Hills used the money.
 20 BY MR. LIONEL:
 21 Q That was not my question. My question is:
 22 What happened to the million five?
 23 A My answer is Eldorado Hills accepted the
 24 money, and used the money.
 25 Q Did the money remain in that account for any

1 period of time?
 2 A I believe so.
 3 Q How long?
 4 A I don't remember.
 5 Q More than a week?
 6 A In that account, I don't remember.
 7 Q Was that money withdrawn within a week?
 8 A I don't remember.
 9 Q Did you withdraw it?
 10 A Did I withdraw it?
 11 Q Yes.
 12 A I don't remember.
 13 Q You may have?
 14 A I don't remember.
 15 Q Do you deny that you did?
 16 A Did I deny it?
 17 Q Yes.
 18 A No, I said I don't remember. That's not
 19 denying. Correct? I said I don't remember. You just
 20 put words in my mouth. I don't appreciate that.
 21 Q I'm not trying to put words; and I don't think
 22 I put words in your mouth.
 23 A You just did.
 24 Q I'm just trying to find out what happened to
 25 the million and a half.

1 A Okay. Mr. Lionel, you just said that I denied
 2 it. And just before that I said I don't remember.
 3 Q I have a right to cross-examine and go
 4 further. And I think you've --
 5 A And I'm answering your question. The answer
 6 was, I do not remember.
 7 Q Then I'll ask you this question: Do you deny
 8 that you had that money put in a money market account?
 9 A I don't remember.
 10 Q Do you deny it?
 11 A No.
 12 Q Do you deny that on December -- that the day
 13 following the million and a half was wired into the
 14 Eldorado Hills account, you had that money transferred
 15 to the Eldorado money market account?
 16 A I don't remember what -- in what day that
 17 money was transferred. I have not looked at those bank
 18 statements. So, and I don't -- and I haven't looked at
 19 the accounting records in a long time.
 20 Q Do you still have the bank statement?
 21 A I believe so. I think they should have been
 22 produced in this litigation, too.
 23 Q I do, too.
 24 A Oh, okay.
 25 MR. LIONEL: Brandon?

1 MR. McDONALD: I'll look for them.
 2 BY MR. LIONEL:
 3 Q Would you have records of any transfer to this
 4 money market account?
 5 A I should.
 6 Q You should have those records?
 7 A I should, yes. So would Mr. Rogich, by the
 8 way.
 9 MR. LIONEL: Move to strike the last
 10 gratuitous statement.
 11 BY MR. LIONEL:
 12 Q Do you remember how much was transferred to
 13 that account?
 14 A No, sir.
 15 Q Could it have been \$1,450,000? Does it ring a
 16 bell?
 17 A It does not.
 18 Q Does not. What number do you remember?
 19 A I don't.
 20 Q You don't. Do you know about money being
 21 withdrawn from that money market account?
 22 A No.
 23 Q Was any of that money withdrawn and given
 24 to -- transferred to Go Global?
 25 A Yes.

1 Q How much?
 2 A I don't remember. A lot.
 3 Q Have you read the Answer and Counterclaim in
 4 this case?
 5 A I believe so.
 6 Q Do you remember the amount that it stated?
 7 A No. It was a while ago.
 8 Q About 1,420,000?
 9 A Okay.
 10 Q Does that make some sense?
 11 A It does.
 12 Q That money was transferred out of the money
 13 market account to Go Global?
 14 A I don't remember where it came from.
 15 Q You don't know where it came from?
 16 A I don't know if it was the money market
 17 account or the checking account. I really wouldn't do
 18 that myself, transfer money from the money market into
 19 checking. My assistant would do that.
 20 Q Who would do it?
 21 A My assistant usually would do that, based upon
 22 what she thought made sense.
 23 Q Would you instruct her?
 24 A Not necessarily.
 25 Q Did she take out 1,420,000 every day on her

1 own?
 2 A Well, no, taking out -- oh -- I was referring
 3 to the transfer to the money market account that was
 4 also owned by Eldorado Hills. So that would stay in
 5 Eldorado Hills, you know. If she thought that the
 6 money would be in Eldorado Hills for a while, might as
 7 well earn interest on it versus leaving it in checking
 8 where it didn't earn any interest.
 9 Q If I understand you correctly, what you're
 10 saying is a million and a half came into Eldorado Hills
 11 account by wire, and that your secretary on her own
 12 would have -- because she felt there was too much cash
 13 in the account -- could have transferred that money to
 14 the money market account of Eldorado?
 15 A Right.
 16 Q Did she do it on her own?
 17 A I said I don't remember. That would have been
 18 something that she would do, though.
 19 Q But do you remember whether or not you had any
 20 role in it?
 21 A I do not.
 22 Q Do you remember whether she asked you whether
 23 or not to transfer that money?
 24 A No, sir.
 25 Q So you don't know how -- what triggered the

1 transfer from the Eldorado account to its money market
 2 account?
 3 A I think I know that what would have triggered,
 4 I've tried to explain that. Do you want me to try
 5 again?
 6 Q Please.
 7 A Her name was Summer. She was more than just a
 8 secretary. She actually ran all the books for all the
 9 investments. Okay. So she had a good handle on the
 10 expenses that would be upcoming, sometimes as well or
 11 better than I. She had a good handle on the money that
 12 was coming in. And she would speak with me on a
 13 regular basis. Her office was in my building. And so
 14 she was aware that if we had money that we were going
 15 to use for something that, down the road or not right
 16 away, to go ahead and put it in money market so that it
 17 would earn interest versus just leaving it in checking.
 18 So that type of philosophy, if you will, or corporate
 19 policy, or concept, was regular.
 20 Go Global did many real estate transactions
 21 that she also managed, which you are also aware of. So
 22 that was kind of what we tried to do, just try to
 23 maximize interest. We were paying a lot of interest in
 24 loans. Sometimes we would try to make some interest on
 25 our end.

1 So that would be a trigger, in answer to your
 2 question.
 3 Q Her name is Summer Rellmas, R-E-L-L-M-A-S?
 4 A Yeah, and it's Rellmas. You spelled it
 5 perfectly, yes.
 6 Q But I didn't pronounce it perfectly.
 7 A It's tough. Yeah, Rellmas. It's a unique
 8 name.
 9 Q I beg your pardon?
 10 A It's a unique name.
 11 Q All right. I think "Summer" is a great name.
 12 A Me, too. I agree.
 13 Q Falls under what I think the best name is
 14 "Nevada" for a woman. But "Summer" is pretty good,
 15 too, isn't it?
 16 A Fair enough.
 17 Q If I understand your testimony, you have no
 18 memory of having anything to do with the million and a
 19 half or any portion of that million and a half moving
 20 from the Eldorado account to its money market account?
 21 MR. McDONALD: I'll object to the form.
 22 THE WITNESS: To say no memory, you know, six
 23 and a half years ago to now, I'd say that I may have
 24 some memory. But that actual dollar amount that you
 25 quoted to me, I did not remember that dollar amount,

1 nor the date. It would have -- for such a large amount
 2 of money, the normal policy would have been to put it
 3 into an interest bearing type of account. So that does
 4 make sense to me.
 5 BY MR. LIONEL:
 6 Q But you have no memory of you being involved
 7 in a transfer of those funds?
 8 A Oh, okay. I agree with that statement.
 9 Q Why did that money go to Go Global?
 10 A Go Global had advanced money to Eldorado Hills
 11 for many months to pay off the A&B Financial monthly
 12 payment which I mentioned earlier. It was a
 13 hundred-and-something-thousand dollars a month. At the
 14 time, Rogich and I were equal partners and we were
 15 supposed to put in money equally. He ran out of money
 16 and couldn't make the payments. So Go Global came up
 17 and said Go Global will loan the money to Eldorado
 18 Hills, LLC, up until a point where Eldorado Hills can
 19 afford to pay it back. And so I had been making
 20 payments. I'm not sure for how many months, but it was
 21 a lot of money. And Eldorado Hills owed Go Global that
 22 money back.
 23 Q At the time this million and a half came in,
 24 the wired money, did Eldorado have any -- much funds in
 25 that account?

1 A Probably not.
 2 Q Eldorado was very low on money at that point
 3 in time, wasn't it?
 4 A Yeah. Go Global would fund Eldorado on a
 5 monthly basis to pay \$108,000 worth of interest.
 6 Eldorado would send the majority, if not all, of that
 7 money to the lender that had the loan on the property.
 8 Q Well, let me --
 9 A Sure.
 10 Q Some time in December of 2007, a million and a
 11 half came into the Eldorado Hills account at Nevada
 12 State Bank, right?
 13 A I believe so. I believe that's the right
 14 month.
 15 Q Do you have any idea how much money,
 16 approximately how much money was in the account at the
 17 time the million and a half came in?
 18 A I don't.
 19 Q Would it have been a small amount, perhaps a
 20 few thousand dollars?
 21 A I don't remember.
 22 Q Do you have any records or documents which
 23 would show it? Would your bank statements show it?
 24 A It would.
 25 MR. LIONEL: Counsel, we need --

1 MR. McDONALD: I'll look for them and get them
2 to you.
3 BY MR. LIONEL:
4 Q At the time the money was taken out of that
5 account and given to Go Global, were you involved in
6 that transaction?
7 A Yes.
8 Q What did you do?
9 A Paid Go Global back the money that it was owed
10 by Eldorado Hills.
11 Q What was the form of the payment?
12 A Either a check or a transfer.
13 Q If it was a check, would you have signed it?
14 A Yes. If it was a check, I would have signed
15 it.
16 Q And if there was transfer, would you have
17 signed some document authorizing that transaction?
18 A Yes.
19 Q You don't remember the amount?
20 A I do not.
21 Q Was it more than a million dollars?
22 A I don't remember.
23 Q Was it more than half a million?
24 A I would say so, yes. I think it was more than
25 a million, but I don't remember exactly.

1 Q Huh?
2 A I don't remember exactly, but I believe it was
3 more than a million.
4 Q And that was money that had been advanced by
5 Go Global?
6 A Correct.
7 Q All of it?
8 A Correct.
9 Q Did you talk to Mr. Rogich before this money
10 was effectively repaid to Go Global?
11 A Of course.
12 Q And you told him you were going to do it?
13 A Yes.
14 Q Tell me about your conversation.
15 MR. McDONALD: Sam, I've given you a lot of
16 leeway with regards to the questioning. But I think
17 this is a deposition for Nanyah Vegas, and he's here to
18 testify on behalf of Nanyah Vegas. So to the extent
19 the questions go beyond what's relevant to
20 Nanyah Vegas, I'm going to object. So you can go
21 ahead. I'll give you some leeway, but I think these
22 questions go more towards Carlos as a member of either
23 Eldorado Hills or a member of Go Global.
24 MR. LIONEL: Not in my view. It's crucial
25 testimony with respect to the million and a half.

1 MR. McDONALD: Okay. Go ahead. I'll give you
2 some leeway, like I said.
3 MR. LIONEL: I'll take it, but I'm going to
4 continue.
5 MR. McDONALD: But I think you're going beyond
6 the scope of the time.
7 MR. LIONEL: I don't. If you think, then do
8 what you have to do. But I don't believe I am.
9 BY MR. LIONEL:
10 Q You say you had a conversation with Mr. Rogich
11 with respect to taking this money out of the money
12 market account and paying it to Go Global?
13 A Multiple.
14 Q Huh?
15 A Multiple conversations.
16 Q Tell me any -- I'll listen to whatever you
17 want to tell me about. Tell me about the conversation.
18 A Okay. You do realize that I actually had an
19 office -- that we paid rent in Sig Rogich's address?
20 Okay. So I'm letting you know that that was the case.
21 So the conversations between Rogich and I were
22 frequent, probably daily. Okay. So either I would be
23 in the office or we would speak on the phone.
24 At the time that the payments for the A&B
25 Financial loan that had the loan against the Eldorado

1 Hills property were due, we would make payments
2 together for, on behalf of Eldorado Hills, to make the
3 monthly interest payments, right?
4 Q You say "payments together." You and
5 Mr. Rogich?
6 A Right, well, through Eldorado Hills. We made
7 sure that Eldorado Hills had enough money in it to fund
8 the payments to the lender.
9 Q Who made the payments?
10 A Eldorado Hills.
11 Q Who signed the checks, or whatever the form
12 was?
13 A I don't remember who signed the checks.
14 Probably me, but I don't remember.
15 Q Are those checks still maintained with the
16 bank statements?
17 A I think so.
18 MR. LIONEL: Counsel?
19 MR. McDONALD: Noted.
20 THE WITNESS: Could have been wired.
21 BY MR. LIONEL:
22 Q Tell me about a conversation you had about the
23 payment to Go Global in this instance.
24 A Wait a minute. But I was still explaining the
25 last one.

1 Q Sure.

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

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

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

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

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

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

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

14 Q Let me ask --

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

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

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

22 Q Yes.

23 A Absolutely.

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

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

2 A Yes.

3 Q When was this conversation?

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

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

10 A Okay.

11 Q Okay. Tell me about your conversation.

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

17 Q I accept that.

18 A Okay, okay. Making sure.

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

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

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

23 A Right.

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

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

2 A Correct.

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

5 A Yes.

6 Q When?

7 A In the month that the money was transferred.

8 Q Where was this at?

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

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

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

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

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

21 Q That's not a conversation, Carlos.

22 A No? Okay.

23 Q I want the conversation you had with him.

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

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

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

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

11 BY MR. LIONEL:
 12 Q I want your best recollection of the
 13 conversation you had with him.

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

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

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

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

22 A Okay.

23 Q -- your company?

24 A Okay.

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

1 that?

2 A For the third time, yes.

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

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

6 Q Did you tell him how much it was?

7 A Yes.

8 Q How much did you tell him?

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

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

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

15 Q Did you tell him that?

16 A Yes.

17 Q What did he say?

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

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

1 A Correct.

2 Q Is that correct?

3 A Correct.

4 Q Was anybody else around when this occurred?

5 A Sure.

6 Q Who?

7 A His CFO.

8 Q Who was that?

9 A Melissa Olivas.

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

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

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

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

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

19 A Yes, sir.

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

23 A Absolutely not.

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

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

2 MR. McDONALD: Objection. Lacks foundation.

3 MR. LIONEL: I'm creating one.

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

7 BY MR. LIONEL:
 8 Q Even six and a half years ago?

9 A Pretty good.

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

12 A There should be bank statements.

13 Q Anything else?

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

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

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

19 Q Who maintained the QuickBooks?

20 A I believe Summer Rellmas would.

21 Q Huh?

22 A I believe Summer Rellmas would, or was.

23 Q She did that for you?

24 A Correct.

25 Q All these transactions we're discussing, the

1 money being wired would be shown there?

2 A Correct.

3 Q And the money going to money market account

4 would be shown?

5 A Should be, yes.

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

7 A Yes, yes.

8 Q Did the QuickBooks indicate what the million

9 four -- strike that.

10 Would the QuickBooks show what the 1,420,000

11 was transferred for?

12 A It would, yes.

13 Q What did it show?

14 A Oh, I don't remember. I haven't seen the

15 QuickBooks. But we kept a pretty good accounting of

16 where the monies came from, and where they went to, and

17 the reason why. So QuickBooks allows you to put in a

18 category and what it's for. So we did a pretty decent

19 job of documenting that.

20 Q And it would have showed payments for advanced

21 monies?

22 A That's right.

23 Q You would have some records that would show

24 the amount of the advancement at that time was

25 1,420,000?

1 A Yes.

2 Q You're sure that the QuickBooks didn't show

3 that the 1,420,000 was for a consulting fee?

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

5 regard.

6 Q Would that surprise you?

7 A No.

8 Q Why wouldn't it surprise you?

9 A There was something that occurred with that.

10 I can't remember exactly why it would have been a

11 consulting fee, but I believe later it was changed back

12 to just a loan payment. Oh, I do remember why it was a

13 consulting fee. I do remember why we did that, now

14 that you bring it up.

15 Q Tell me.

16 A Yeah. So throughout the process in '07 and

17 '08, our goal was to get better financing for the

18 property. So we were working with other lenders.

19 Okay. And in order to -- and I had conversations with

20 Mr. Rogich and Melissa Olivas about it, but it was

21 never a confrontation or an accusation as you alluded

22 to.

23 So Go Global had been almost exclusively for

24 like two or three months working on refinancing of

25 that, of the property. And so in order to get the

1 refinancing on the property, Rogich and myself were

2 probably going to have to produce tax records, income,

3 financials, assets. And so we came in and started

4 putting the package together. And I told Melissa and

5 Sig, "Hey, our chances of getting a loan are going to

6 be much better if our financials look better, and it's

7 better that -- I haven't made any money over the last

8 year -- it's better that I take an income for this in

9 the meantime to at least try and get -- or, take a

10 consulting fee versus a loan payment so that we can get

11 better financials put forth to the banks, and that we

12 got a better chance of getting it refinanced."

13 It never transpired. We never got the

14 refinancing. So it didn't end up helping Eldorado

15 Hills or help us get the refinancing until that 2008

16 October situation occurred when Iliadis came in as an

17 investor.

18 Q So you wanted the record to show it was a

19 consulting fee --

20 A Correct.

21 Q -- and not an advance, right?

22 A Correct.

23 Q And you felt that that would be -- the finance

24 companies would like that better if it was a consulting

25 fee?

1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

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

8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the

12 money got there, the million five?

13 A It would have been right after.

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

15 transfer?

16 A Correct.

17 Q So during the period of time after the money

18 came to the Eldorado account and went into this money

19 market account, it was during that period that you had

20 this conversation, and it was agreed that you would

21 take the 1,420,000 as a consulting fee?

22 A Correct.

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

24 THE WITNESS: Sure.

25 (Recess)

1 MR. LIONEL: Back on the record, please.
 2 BY MR. LIONEL:
 3 Q I think before you talked about that exhibit
 4 for the potential claimants?
 5 A Yes, sir.
 6 Q And it showed a million and a half for Nanyah?
 7 A Correct.
 8 Q Did it say -- it said, "through Canamex,"
 9 didn't it?
 10 A I don't remember.
 11 Q What's the relationship between Canamex and
 12 Nanyah?
 13 A Nothing really, I mean, other than the fact
 14 that the idea in 2007 was to refinance the property and
 15 then join our property with the Giroux property -- our
 16 property being the Eldorado Hills property -- with the
 17 Giroux property, and form Canamex Nevada, one greater
 18 entity, and master plan it together. And Nanyah
 19 expected that that would occur. That was the hope.
 20 But it did not occur, because we all know what happened
 21 after the fact, the economy, and we weren't able to get
 22 refinancing. So Canamex really never got off of its
 23 feet, so to speak. And so Nanyah never really had an
 24 interest in Canamex, and nobody else did either, or it
 25 wasn't worth anything.

1 Q In 2007, did Canamex have a bank account?
 2 A I think so.
 3 Q Where?
 4 A It would have been at Nevada State Bank.
 5 Q Did you have anything to do with that account?
 6 A Sure. If it did have an account -- I seem to
 7 remember it did -- I would have opened it.
 8 Q I'll represent that exhibit, it says "through
 9 Canamex" when it talks about Nanyah interest.
 10 A Okay.
 11 Q Do you know why it does?
 12 A I'll try to explain it again, but only for the
 13 same reason that I already tried to explain, is that
 14 the intent of Eldorado Hills, LLC, in '07 was to become
 15 a member in Canamex Nevada, and the intention was that
 16 Canamex Nevada would be the greater entity that would
 17 own Eldorado Hills. So at one point, it would have --
 18 in 2007, when I was speaking about bringing in the
 19 additional capital, being the \$1.5 million, and more --
 20 we were trying to raise money for the entity, Sig
 21 Rogich was as well -- the intention would have been to
 22 invest it into Eldorado Hills that would then join
 23 Canamex Nevada.
 24 So it probably was put in through Canamex
 25 Nevada, LLC, in the exhibit in order to differentiate

1 Nanyah to Eddyline, and differentiate Nanyah to Robert
 2 Ray, and to Antonio that Nanyah came in much later than
 3 Eddyline and Ray and Antonio and Go Global and Rogich.
 4 Q And you say this million and a half was
 5 supposed to be used in connection with putting the
 6 properties together and exploiting the property?
 7 A No. Again, I don't know how to better
 8 describe it. Maybe English as my second language is
 9 causing a problem here.
 10 But the intention was that Eldorado Hills
 11 would eventually become a member and put all of its
 12 assets into Canamex Nevada. The Nanyah investment came
 13 into Eldorado Hills, which then would have been moved
 14 into the Canamex Nevada, LLC, entity that would have
 15 owned the Eldorado Hills property and the Mike Giroux
 16 property.
 17 Q Is that when you told Harlap?
 18 A That would -- yes, that would have been the
 19 goal.
 20 Q And that was why he was sending a million and
 21 a half?
 22 A No, no, that's not why. The 160-acre property
 23 itself that was owned by Eldorado Hills, LLC, was
 24 perceived to having value. So he was really going to
 25 invest in Eldorado Hills, LLC. In order to increase

1 the value, in my opinion, would be to accomplish what's
 2 called plottage and put properties together to form a
 3 larger property that you can then plan in a more
 4 organized and valuable fashion.
 5 Q And what you're telling me is the million and
 6 a half did not get into the Canamex account?
 7 A I don't believe so. I don't believe that it
 8 ever made it to the Canamex Nevada account.
 9 Q No, it went directly in Nevada State Bank?
 10 A Eldorado Hills' checking account at Nevada
 11 State Bank, I believe so. But you seem to know certain
 12 things that I don't, so I'm hesitant to answer certain
 13 things because you seem to know the answer before I do.
 14 But I don't believe it ever went into Canamex Nevada.
 15 Q Well, you were on the Canamex account, weren't
 16 you?
 17 A Yes, sir.
 18 Q Do you have the bank statements for it?
 19 A Probably in the office, Summer Rellmas would
 20 have collected them, yes.
 21 MR. LIONEL: Can you get those, Counsel?
 22 We've asked specifically for them effectively.
 23 BY MR. LIONEL:
 24 Q But I'm flattered when you say I know things
 25 you don't know.

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

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

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

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

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

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

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

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

25 A Yes. Sure.

1 Q For the reason that you gave?

2 A Correct. Yes, sir.

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

6 A The bank statement.

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

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

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

12 A Yes, sir.

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

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

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

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

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

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

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

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

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

14 BY MR. LIONEL:

15 Q Is that correct?

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

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

20 MR. McDONALD: Same objection.

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

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

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

11 BY MR. LIONEL:

12 Q Have I got the right lawsuit?

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

16 Q Thank you.

17 A Yes. You're welcome.

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

20 A Sure, yes. Involved, yes.

21 Q You were the tax matter partner?

22 A I think so.

23 Q In 2007?

24 A Yes.

25 Q 2008?

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

2 Q In 2007. In 2007, Mr. Ray was shown as being

3 an investor, as having an interest in Eldorado, right?

4 A Correct.

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

6 correct?

7 A I believe so, yes.

8 Q Was Nanyah ever shown as having an interest in

9 it, in Eldorado?

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

11 know of.

12 Q As a matter of fact, in 2007 when you were tax

13 matters partner, and Mr. Ray's interest was shown,

14 nothing was shown there for Nanyah's interest, right?

15 A Yes.

16 Q And you, as tax matters partner, could have

17 provided that, right?

18 A Could have, yes.

19 Q And you've seen the Complaint here and the

20 Amended Complaint, correct?

21 A Yes.

22 Q You approved them?

23 A Approved?

24 Q Both of them?

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

1 yes, I do approve them.

2 Q And authorized their filing?

3 A Yes.

4 MR. LIONEL: Why don't we take a five-minute

5 break? I may be through.

6 (Recess)

7 MR. LIONEL: I have no further questions.

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

9 EXAMINATION

10 BY MR. McDONALD:

11 Q As you testified earlier, in late 2008,

12 Mr. Rogich agreed to purchase your interest in Eldorado

13 Hills, correct?

14 A Yes, sir.

15 Q There was a Purchase Agreement that was

16 executed?

17 A Yes.

18 Q Is it your understanding that the Purchase

19 Agreement, when it was executed, Mr. Rogich was

20 agreeing to indemnify you for any claims related to

21 Nanyah Vegas?

22 MR. LIONEL: Objection.

23 BY MR. McDONALD:

24 Q You can answer.

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

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

2 questions.

3 MR. LIONEL: That's it.

4 (Thereupon, the deposition concluded at 10:48 a.m.)

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1 CERTIFICATE OF WITNESS

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18 * * * * *

19 I, CARLOS A. HUERTA, witness herein, do

20 hereby certify and declare under penalty of perjury the

21 within and foregoing transcription to be my deposition

22 in said action; that I have read, corrected and do

23 hereby affix my signature to said deposition.

24 _____

25 CARLOS A. HUERTA DATE

1 CERTIFICATE OF REPORTER
2 STATE OF NEVADA)
3) ss:
COUNTY OF CLARK)
4 I, Mary Cox Daniel, a Certified Court
5 Reporter licensed by the State of Nevada, do hereby
certify:
6 That I reported the deposition of CARLOS
7 A. HUERTA, commencing on Thursday, April 3, 2014,
at 9:19 a.m.
8 That prior to being examined, the
9 witness first duly swore or affirmed to testify to the
10 truth, the whole truth, and nothing but the truth; that
11 I thereafter transcribed my said shorthand notes into
typewriting and that the typewritten transcript is a
complete, true and accurate record of testimony
provided by the witness at said time.
12 I further certify (1) that I am not a
13 relative or employee of an attorney or counsel of any
14 of the parties, nor a relative or employee of any
15 attorney or counsel involved in said action, nor a
16 person financially interested in the action, and (2)
17 that pursuant to Rule 30(e), transcript review by the
18 witness was requested.
19 IN WITNESS WHEREOF, I have hereunto set
20 my hand in my office in the County of Clark, State of
21 Nevada, this 7th day of April, 2014.
22
23
24
25

MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

EXHIBIT M

Therese Shanks

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

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

Carlos,

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

Best regards,

Yoav

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

Hello Yoav,

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

Banking details:

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

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

Speak with you soon.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590

Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

On 12/3/07, **Yoav Harlap** <Yoav.Harlap@nanyah.com> wrote:
Carlos,

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

Thanks,

Yoav

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

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

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

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

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

If you need anything, don't hesitate.

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

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

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

Hi Carlos,

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

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

Will be glad to hear your comments.

Best regards,

Yoav

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

Hello Yoav,

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

Also, attached is some of the information that you already have, but I wanted to include the latest pro forma for you to review and to keep on file for the CanaMex industrial project. Is Meir up-to-date and ready to proceed with Nanyah Vegas here locally and are you ready to proceed as a member of our company moving forward/

As always, if there's anything that you need additionally, please do not hesitate to contact us.

Shabbat Shalom.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590
Las Vegas, NV 89169
T:702.617.9861
F:702.617.9862

From: Carlos@GoGlobalProperties.com

Date: Nov 14, 2007 9:50 PM
Subject: RE:
To: Yoav Harlap

Hi Yoav.

Sorry, I've been working 'round the clock this week, but I have should've sent you a brief update nonetheless.

From my perspective, the meeting went rather well. Tim and David are impressive (from their general understanding of th Vegas market) and they are very professional.

We agreed to follow up again shortly, but no actual terms were discussed, because it is still so early in our diligence with this particular project and we, ourselves, have many answers yet to obtain.

Hope this helps somewhat?? Let me know otherwise though.

Thanks.

Carlos Huerta
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 86169

From: Yoav Harlap <yoav.harlap@nanyah.com>
Date: Nov 14, 2007 9:36 PM
Subject: RE:
To: Carlos Huerta <Carlos@goglobalproperties.com>
Cc: Jacob Feingold <feingold@actcom.co.il <[mailto: feingold@actcom.co.il](mailto:feingold@actcom.co.il)> >

Carlos,

Please let me know how the meeting with David Chesnoff and Tim Poster went. Adam asked me to call him, he wants to talk to me about it and I'd rather be prepared as best I can.

Best,

Yoav *** eSafe scanned this email for malicious content ***** IMPORTANT: Do not open attachments from unrecognized senders ***

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

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Carlos Huerta
3980 Howard Hughes Pkwy
Suite 550
Las Vegas, NV 89169

Sent via BlackBerry from Cingular Wireless

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If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

*** eSafe scanned this email for viruses, vandals, and malicious content. ***

EXHIBIT N

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 2
 This Statement: December 31, 2007
 Last Statement: December 3, 2007

Primary Account 612030684

0017734 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00002
 CANAMEX NEVADA LLC
 CARLOS HUERTA
 3060 E POST RD STE 110
 LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
 Reddi Response
 24-hour Account Information:
 Las Vegas: 471-5800
 Reno: 337-2811
 1 (800) 462-3555 (outside local areas)

Loan By Phone
 Las Vegas: 399-Loan (5626)
 Reno: 851-8811
 1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Account Analysis Checking	612030684	\$3,000.00	

ACCOUNT ANALYSIS CHECKING 612030684

103 2

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

2 DEPOSITS/CREDITS

Date	Amount	Description
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-200734000332;ORG YOAV HARLAP;OBI ATTN. MELISSA DEWIN 1501200037

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

Number	Date	Amount
92	12/10	1,500,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00



MEMBER FDIC

0017734 00000002 000031382

NAN_000387
 JA_003943

NEVADA STATE BANK

ACCOUNT # 0612030684

This Statement:
December 31, 2007
PAGE 2 of 2

12-4-07
Ceramey Nevada
NEVADA STATE BANK
45454-00 18406 17030684 12/0300300000

Ref# 70156578 \$3000.00

NEVADA STATE BANK
THIS IS A FULL COPY OF THE CHECK. YOU MAY SEE IT ON THE WWW.NSB.COM WEBSITE
NEVADA STATE BANK
45454-00 18406 17030684 12/0300300000

Ref# 30141868 \$1500000.00 Ch# 092

0017734 000000001 000091381

NAN_000388
JA_003944

EXHIBIT O

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 3
 This Statement: December 31, 2007
 Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB FG0023 00017
 ELDORADO HILLS LLC
 3060 E POST RD STE 110
 LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
 Reddi Response
 24-hour Account Information:
 Las Vegas: 471-5800
 Reno: 337-2811
 1 (800) 462-3555 (outside local areas)

Loan By Phone
 Las Vegas: 399-Loan (5626)
 Reno: 851-8811
 1 (800) 789-4671 (outside local areas)



SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000056430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000056430000000462 6064063906
12/26	25,000.00	Remote 00000056430000000463 6064278690

2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



MEMBER FDIC

0017727 00000002 000031368
 NAN_000449

JA_003946

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 1
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612029199

0017435 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)



Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029199	\$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029199

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

INTEREST

Interest Earned This Interest Period	\$779.35	Number Of Days This Interest Period	31
Interest Paid Year-To-Date 2007	\$6,312.57	Annual Percentage Yield Earned	4.53%

Current interest rate is 4.33%

Interest rate changes this interest period:	Date	New Interest Rate
	12/13	4.33%



MEMBER FDIC

0017435 00000001 000030854
NAN_000450

JA_003947

EXHIBIT P

Net Deposit Credit

Ref# 62887105 \$5106.44

Net Deposit Credit

Ref# 63121587 \$17.36

Net Deposit Credit

Ref# 63143822 \$14.65

Net Deposit Credit

Ref# 63260782 \$100000.00

NS NEVADA STATE BANK	CHECKING ACCOUNT CREDIT	CHECKING ACCOUNT NUMBER 612024471
Your account has been credited as follows:		
per credit request from Carlos Herrera transfer from 612024471 612024471 Date 12/14/07 \$1,420,000.00		
Go Global		
⑆122400779⑆ 0612024471⑆		⑆1203142000000⑆

Ref# 70185078 \$1420000.00

Net Deposit Credit

Ref# 64381734 \$500.00

EXHIBIT Q

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:29 PM
To: Mark Simons
Subject: FW: Nanyah Vegas Investment
Attachments: Nanyah Vegas CF Letter + Documents.pdf

From: srellamas@gmail.com [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas
Sent: Saturday, December 8, 2007 2:41 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Cc: mareshel@zahav.net.il; feingold@actcom.co.il
Subject: Nanyah Vegas Investment

Dear Mr. Harlap,

Please find attached your investment confirmation letter, as well as the organizational documents for Nanyah Vegas, LLC. If I may be of any assistance in the future, please feel to contact me at anytime.

Best Regards,

--

Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
P: (702) 617-9861 x101
F: (702) 617-9862

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Go Global Properties

T: (702) 617-9861
F: (702) 617-9862
www.GoGlobalProperties.com

December 7th, 2007

Nanyah Vegas, LLC

Via email: yoav.harlap@nanyah.com
mareshel@zahav.net.il
feingold@actcom.co.il

Dear Mr. Harlap,

Welcome to the Go Global Properties investment family, where innovative solutions meet exceptional results. We'd like to thank you for your recent investment into CanaMex Nevada, LLC. Your wire of one million five-hundred thousand dollars (\$1,500,000) was received on 12/6/2007 and has been recorded under the entity Nanyah Vegas, LLC.

Your 2007 federal tax forms should be received by February 2008 and will be delivered to you via email at yoav.harlap@nanyah.com. If you prefer another method of delivery, or would like an additional copy sent directly to your accountant please contact me, Summer Rellamas, via email at summer@goglobalproperties.com, or Carlos directly at Carlos@GoGlobalProperties.com and we will be happy to make the necessary arrangements. Also, for files, and following this letter are your Nanyah Vegas corporate documents.

Once again we'd like to thank you for your investment and look forward to a long and profitable relationship.

Sincerely,

Summer Rellamas

Summer Rellamas
Finance & Administration Manager

EXHIBIT R

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: CanaMex Nevada Update
Attachments: 2008 Jan 2nd.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta
Sent: Thursday, January 3, 2008 2:19 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada Update

Hello Yoav,

Please review the attached, at your leisure, and let me know if you have any questions.

Thanks.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590
Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

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Go Global Properties
3883 Howard Hughes Pkwy #590
Las Vegas, NV 89169
Ph: 702.617.9861
Fax: 702.617.9862

January 2, 2008

RE: CanaMex Nevada, LLC

Let this serve as a brief update to our project adjacent to the US 95 and Boulder City in Clark County Nevada. The following bordered section is an excerpt from the Clark County Board of Commissioner's meeting agenda for January 2nd, 2008.

UNINCORPORATED

18. NZC-1289-07 – ELDORADO HILLS, LLC:

AMENDED ZONE CHANGE to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).

BW/am/mh

PC Action - Approved

EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS

At 1:56 pm today, the Board of County Commissioners unanimously approved our rezoning application. The new M-1 zoning designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the entire site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Hope that this finds you all healthy and happy in this New Year.

Respectfully,

Carlos Huerta

Carlos Huerta

EXHIBIT S

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: Nanyah Vegas - Annual Investor Update
Attachments: Yoav Harlap AIU.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Wednesday, January 30, 2008 2:18 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Nanyah Vegas - Annual Investor Update

Dear Mr. Harlap,

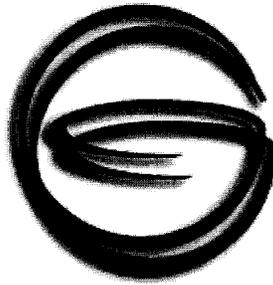
Please find attached your annual investor portfolio which summarizes your investments with Go Global Properties. If you have any questions, or would like a hard copy mailed to you, please feel free to contact me at anytime.

Sincerely,

--

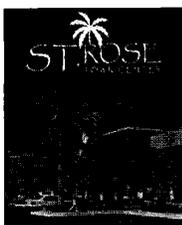
Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
P: (702) 617-9861 x101
F: (702) 617-9862

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GO GLOBAL
PROPERTIES

Annual Investor Update



3883 Howard Hughes Parkway • Suite 590 • Las Vegas, NV • 89169 • Ph: 1 702 617 9861 • Fax: 1 702 617 9862

NAN_000257
JA_003960



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Dear Go Global Investor,

As we close out 2007 and welcome in 2008 we'd like to take this time to thank you for being a part of the Go Global Properties investment family. In this annual investor update you will find an Overall Financial Market Outlook for 2008, a summary of your investment portfolio with Go Global, and a Contact Information sheet. As we prepare for the 2007 tax season, and in order to ensure that pertinent information reaches you in the most efficient manner, please take the time to review your Contact Information sheet. Any additions or corrections may be faxed to Summer Rellamas at 702-617-9862 or emailed to summer@goglobalproperties.com. You may expect to receive your 2007 Schedule K-1 forms by the end of March 2008. If you would like an additional copy sent directly to your accountant/financial advisor please provide their information on the Contact Information sheet.

2007 has been a banner year for Go Global with milestones for several of our projects.

CanaMex Nevada is home to 161.93 acres of partially developed property located on the edge of Clark County off of US 95 and Silverline Road, on the east side of the McCollough Mountain Range, just past the Railroad Pass Casino. The property has spectacular views of Boulder City, Nevada with great access to major interstates and is strategically located adjacent to the proposed Boulder City Bypass. Initial zoning consisted of R-U (Rural Open Land) on the northern 80 acres and M-2 (Industrial) on the southern 80 acres. However, on January 2, 2008 the Clark County Board of Commissioners unanimously approved our rezoning application to reclassify the 80 acres of R-U to M-1 (Light Manufacturing). The new M-1 designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the new site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Dean Martin Center consists of +/- 6 acres of property located on I-15 in Southern Highlands. The property is one of the few undeveloped parcels in or near the master planned community and is currently zoned for a mixed-use office and retail development. We are currently working on a full-scale lease-out and development of approximately 125,000 square-feet of class A office space and another 20,000 square feet of retail. As of December we have received final approval on construction financing through City National Bank and expect to break ground on vertical construction in February.

The Retreat at Mt. Charleston is +/- 4 acres of property strategically located at the top of Mt. Charleston, Nevada just a 40-minute drive from the Las Vegas Strip and boasts one of the most scenic views in all of Nevada. The project will be a high-end condo/hotel resort and retreat featuring state of the art spa, restaurant, banquet, and reception facilities. Although currently not in the development stages, the property is home to The Mt. Charleston Lodge, an income generating asset, which in March 2007 received their 3rd consecutive 1st place finish in AOL CityGuide Las Vegas City's Best 2007 "Outdoor Dining" category. For the full article or more information on the lodge please visit <http://www.mtcharlestonlodge.com>.

If you would like more information on these or any of our other investment opportunities please contact our Marketing Director, Dan DeArmas at 702-617-9861 x103 or ddearmas@goglobalproperties.com.

Once again we'd like to thank you for being a part of the Go Global properties investment family and may your 2008 be filled with health and prosperity.

Sincerely,



Summer Rellamas
Finance & Administration Manager



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

**2008 Go Global Properties
Overall Financial Market Outlook**

As we begin the New Year, Go Global Properties would like to take this opportunity to provide you with an overview of the financial market in Southern Nevada. Go Global Properties continues its commitment to servicing all of its projects with a relentless dedication to maximizing profitability. Go Global Properties believes that its projects are positioned well in the market and poised for success in the coming months and years.

The current financial markets in the U.S. have led to a credit crunch with regard to residential refinancing and new home loans. Many of our banks, because of the sub prime loan market's well-documented failures, have begun to tighten their traditional banking standards. As a result, the underwriting process is becoming increasingly more arduous. This will affect real estate construction and development, as it will trickle down to other types of lending/financing such as commercial project and land loans. Nationally, in 2007 only six major U.S. cities have posted residential price increases of over 5%.

Nevada's largest regional bank (Nevada State Bank, owned by Zions Bank) had one of its strongest years ever, but did not provide many land or residential loans. It generated more than \$1.5 billion in RE loans (very strong for a bank of its size), flourished in extending loans on cash-flowing assets (mostly leased properties), and plans to continue this business model in 2008. While the current credit crunch should persist through 2008, with bank underwriting continuing to tighten, most well-versed economists and bankers expect the lending markets to become healthy and stable by end of year 2008 or 2009.

It is the opinion of Go Global Properties that the lending markets and real estate markets must work in harmony in order to achieve a good bill of health. However, the billions of dollars of loans extended to inappropriate borrowers over the past five years along with predatory lending standards, has sent a shockwave through the industry that will require great introspection, reexamination, and revamping of all lending protocols. Once this situation is better understood and controlled, there will be an improved banking/lending environment.

Currently, life insurance companies and pension funds are gobbling up many of the large commercial real estate loans while the banks sit on the sidelines. This will lead to a lack of financing, which will affect development and financing throughout 2008. Appraisals are also subject to these financial pressures. The lenders are now ensuring that appraisers use more conservative capitalization rates in their calculations, which results in lower appraised values. Appraisers today are often being asked to review and re-review their prior work for any possible oversights or mistakes.

These conditions have caused some to compare today's Las Vegas to 1990's Southern California. Despite current market pressures, Las Vegas has strengths which should overcome the forces which depressed the Southern California market in the 1990's. In general, immense liquidity still exists in the Las Vegas market. "Unlike the California crash in the early 90's", says well-known economist Dr. Keith Schwer, "there is a lot of liquidity in the markets today." In the early 90's, lack of employment also contributed to the markets crashing. Today's Las Vegas, unlike California of the 1990's, has job creation, liquidity and limited land, which will offset the principal market forces that crashed Southern California.

Mini-perms (from construction loans) may be a good option for the next 2-3 years, before obtaining permanent financing. Many lenders currently prefer mini-perms as a less risky alternative to extending permanent loans.

In Las Vegas, we are still experiencing considerable growth, but, inward migration is down from prior years according to the number of driver's license permits issued annually.

On the very positive side, in Las Vegas and nationally, rental rates are moving up. This has helped some of the commercial loans out in the market today and explains why regional banks, like Nevada State Bank, have had banner years, so long as they stayed away from the sub prime residential loans that have harmed many large institutions such as Morgan Stanley, Citibank, and Merrill Lynch.

From The Wall Street Journal
Dec. 20, 2007

Bear Stearns posted the first quarterly loss in its 84-year history on a higher-than-projected \$1.9 billion in mortgage write-downs. The company reported negative revenue of \$379 million as write-downs surpassed revenue. Chairman and Chief Executive James E. Cayne said the firm was "obviously upset" with the results and that Bear's executive committee won't receive bonuses this year.

In regards to the national economy, with the rise in oil prices, we will remain on edge as to whether we dip into a recession, but it is expected that oil prices will go back down again soon.

The decrease in value of the U.S. dollar is great for tourism and should increase business in Las Vegas. We are now seeing many foreigners, from Asia specifically, looking at buying real estate in our market. Las Vegas will be opening another 40,000 rooms in 2009 which should cause a huge wave of tourism to hit Las Vegas. This expansion should also spur substantial job growth, which will lead to a rather strong leasing market for apartments and residential real estate.

Economic downturns will test young people's mettle, but short-term problems must be managed with an eye towards addressing the long-term problems. In the big picture, the national economy is very, very important to us, but the U.S. economy has continued to grow with industrial vacancies being very low, specifically in Las Vegas, due to a lack of industrial land. The office markets have held up fine with retail rentals continuing to remain very strong. Residential sales have been very soft, but Las Vegas is still building, and had a total of 35,000 homes sold in 2007 (new and re-sales). As long as the local market can provide goods or services that people want, like tourism, Las Vegas will do well in the long term.

For now, banks will still evaluate the individual project based on its fundamentals: Whether the project has realistic assumptions/projections. Due Diligence by the developers is also very important. This is the overwhelming message to developers both locally and nationwide. A healthy project will remain a healthy project and financing will be available for healthy projects moving forward, although a bit more scrutinized than before.

Full Ranking of Fastest-Growing States

Census Bureau's estimates of the population of each state on July 1, 2007. The states are listed in order of rate of population increase from 2006 to 2007.

<u>State</u>	<u>July 2007</u>	<u>July 2006</u>	<u>%Change</u>
Nevada	2,565,382	2,492,427	2.9
Arizona	6,338,755	6,165,689	2.8
Utah	2,645,330	2,579,535	2.6
Idaho	1,499,402	1,463,878	2.4
Georgia	9,544,750	9,342,080	2.2
North Carolina	9,061,032	8,869,442	2.2
Texas	23,904,380	23,407,629	2.1
Colorado	4,861,515	4,766,248	2.0
Wyoming	522,830	512,757	2.0
South Carolina	4,407,709	4,330,108	1.8
Oregon	3,747,455	3,691,084	1.5
Washington	6,468,424	6,374,910	1.5
New Mexico	1,969,915	1,942,302	1.4
Delaware	864,764	852,747	1.4
Tennessee	6,156,719	6,074,913	1.3
Louisiana	4,293,204	4,243,288	1.2
Montana	957,861	946,795	1.2
Oklahoma	3,617,316	3,577,536	1.1
Florida	18,251,243	18,057,508	1.1
South Dakota	796,214	788,467	1.0
Virginia	7,712,091	7,640,249	0.9
Arkansas	2,834,797	2,809,111	0.9
Alaska	683,478	677,450	0.9
Kentucky	4,241,474	4,204,444	0.9
California	36,553,215	36,249,872	0.8
Minnesota	5,197,621	5,154,586	0.8
Alabama	4,627,851	4,590,240	0.8
Kansas	2,775,997	2,755,817	0.7
Missouri	5,878,415	5,837,639	0.7
Mississippi	2,918,785	2,899,112	0.7
Indiana	6,345,289	6,302,646	0.7
Nebraska	1,774,571	1,763,765	0.6
Illinois	12,852,548	12,777,042	0.6
Iowa	2,988,046	2,972,566	0.5
Wisconsin	5,601,640	5,572,660	0.5
District of Columbia	588,292	585,459	0.5
Hawaii	1,283,388	1,278,635	0.4
North Dakota	639,715	637,460	0.4
New Hampshire	1,315,828	1,311,821	0.3
Maryland	5,618,344	5,602,017	0.3
Pennsylvania	12,432,792	12,402,817	0.2
Massachusetts	6,449,755	6,434,389	0.2
New Jersey	8,685,920	8,666,075	0.2
Connecticut	3,502,309	3,495,753	0.2
West Virginia	1,812,035	1,808,699	0.2
Maine	1,317,207	1,314,910	0.2
New York	19,297,729	19,281,988	0.1
Vermont	621,254	620,778	0.1
Ohio	11,466,917	11,463,513	0.02
Michigan	10,071,822	10,102,322	-0.3
Rhode Island	1,057,832	1,061,641	-0.4

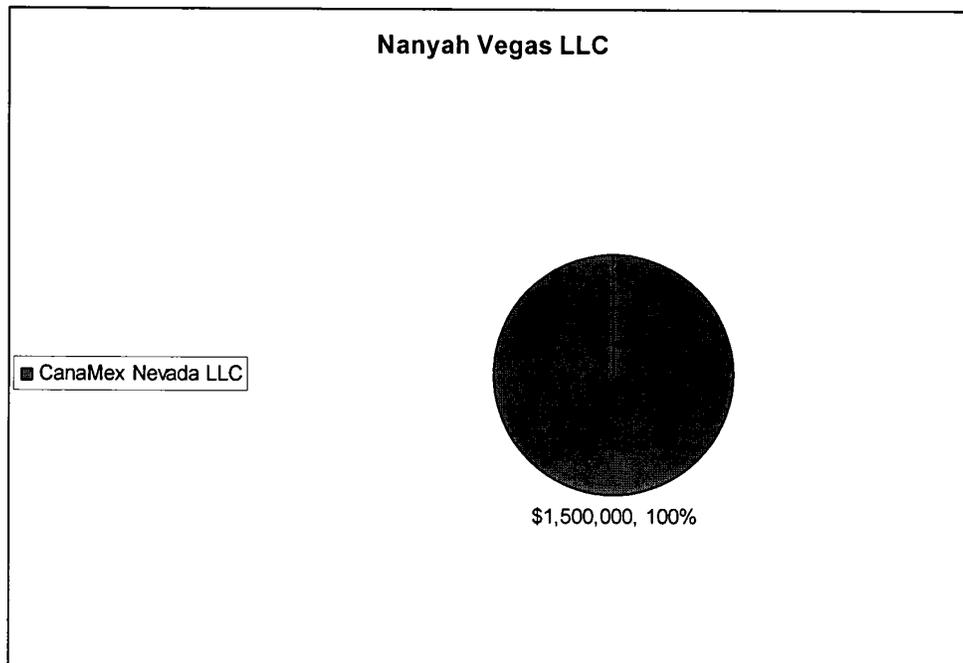


GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Nanyah Vegas LLC

CanaMex Nevada LLC	\$1,500,000
Total Capital Investment	\$1,500,000



Contact Information

Please update any information and return via mail or fax to 702-617-9862

Investor: Nanyah Vegas LLC
Tax Payer ID: Applied For
Principal Contact: Yoav Harlap
Date of Birth: _____
Email: yoav.harlap@nanyah.com
Address: 134 Haeshel St
Herzelia, Israel 46644
Phone: 011-972-54200000

If you would like a copy of your K-1 sent directly to your accountant/financial advisor please provide their contact information below

Accountant/
Financial Advisor: _____
Email: _____
Address: _____

Phone: _____

EXHIBIT T

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: Update from Vegas
Attachments: 3-13-08 Update.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta
Sent: Thursday, March 13, 2008 8:19 PM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Update from Vegas

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

Carlos Huerta
Go Global Properties
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 89169
T: 702-617-9861, x102
e: Carlos@GoGlobalProperties.com

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***



Go Global Properties

T: (702) 617-9861
F: (702) 617-9862
www.GoGlobalProperties.com

March 13th, 2008

Dear Yoav,

I hope all is well with you at the current time. We, at Go Global Properties, felt it time to send out an update in regards to our CanaMex Nevada project in Las Vegas. We have been diligently progressing with the project and hope this update will provide an understanding of where we stand at the moment, for a lot has happened over the past few months.

- 1) Go Global Properties is still in the process of raising additional capital for the project as we look to acquire the additional 155-acre tract to the north of our property;
- 2) I am scheduled to meet some additional members of the Livnat family (Pro Delta) in The Netherlands on the 19th & 20th of this month in order to try and finalize funding for the remaining acquisition on the additional 155 acres next to our current 161 acres;
- 3) Although the US economy is slumping and the residential real estate market is in its deepest doldrums ever, industrial projects are still showing considerable strength. In particular, the Las Vegas industrial market is showing stronger lease rates than ever and the occupancy levels remain very high. According to Grubb & Ellis, the U.S. Industrial Market vacancy rate has remained flat at either 7.6% or 7.7% over the past six quarters, with Nevada's Q4 2007 rate at 6.2%. They also report that the 'industrial market showed little reaction to the worsening housing slump,..., and decelerating economic conditions in the 4th quarter.'
- 4) We have contracted the design firm Mabu Studios to prepare a 3D virtual tour animation of our vision of the 315-acre property. Mabu Studios work is 80% complete with their first iteration; a current status check can be viewed by going to the following link:
www.canamexnevada.com/tour. We still have approximately two more weeks for us to come to a stage where we are satisfied with the finished product, but the preliminary site plan and flight path are completed.

Because of our property's unique attributes, several national and multinational firms with legitimate interest in establishing a regional location at our site have solicited us. As of late, CanaMex is seriously being considered by these firms as a viable new location for expansion of their current businesses. Although we've been closely and carefully building these relationships and it would be beyond the scope of this update to go into the greater detail at this time, we would like for you to review the following in order to give you a feel of who is considering our project:

I. Composite Power ("CP") (http://www.compositepower.com/company_info.html)- A Nevada Corporation, established thirteen years ago, dedicated to the business of manufacturing environmentally friendly energy technologies including more efficient power pole structures and biodiesel fuel. Composite Power's founder and CEO, Roger McCombs visited our property on Saturday, March 8th, 2008 and told us that they are very interested in 100 acres of our land, and that they'd want the building/warehouse as well. They are funded by a private equity group as well as receiving grants from the US Dept of Energy. Previous site acquisition history and company information is listed on their website.

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at \$720,000¹ per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

II. **Blackwater USA** (<http://www.blackwaterusa.com/>) - A military/defense contractor currently working in unison with the US Military in both Afghanistan and Iraq. They recently tried to acquire a site in San Diego, CA but were turned down due to strict zoning standards. Our property's current entitlements would be more than suitable for their needs. In fact, the location is an ideal use for them as a training ground/facility whereby we've previously had Blackhawk helicopters as well as several army and military battalions and special forces training on site. We would be willing to lease all or a portion of our property out to them.

III. **Cerberus Capital Management** (<http://www.cerberuscapital.com/>)- In the same field as Blackwater, is being introduced to our project as they are in the market for such a site as well. They are, in many ways, a competitor to Blackwater USA but, as stated in the company web site, the company has been a voracious acquirer of businesses over the past several years and their holdings now include sizable investments in sportswear, paper products, military services, real estate, energy, retail, glassmaking, transportation, and building products. Its holdings amounted to \$24 billion in 2006. While many of its peers have bought out companies in order to strip assets and sell on for a profit, Cerberus builds its reputation on identifying firms that are undervalued, and assisting in rejuvenating them by working with current management.

On October 19, 2006, John W. Snow, President George W. Bush's second United States Secretary of the Treasury, was named chairman of Cerberus.

IV. **Manheim Auto Auction** (<http://www.manheim.com/>)- Contacted us two weeks ago and is considering to lease another 100 acres in the Las Vegas Valley (they've outgrown their current location) and like our location. The price that we've quoted them put them off at first, but they now realize that they cannot find 100 acres of industrially zoned land in the Vegas Valley. Due to subsequent conversations, Manheim, is now seriously considering our site now and are supposed to get back with us. I assured him that we are available to meet or to fortify them with information regarding NDOT's construction of Phase 1 & 2 of the Boulder City Bypass and of traffic information expected around the property. *Note: Personally, I don't think that "our" highest and best use is leasing our land to a Manheim, even though they are a real/capable user.*

V. **Olive Group** (<http://www.olivegroup.com/>)- Olive Group is a leading, global provider of integrated risk mitigation solutions to multinational corporations, governments, non-governmental organizations and private individuals. Olive Group is also a military contractor with presence in Afghanistan and Iraq. We will be presenting to them, as they are looking at procuring locations in the western U.S. as well.

As for general property progress and work.....On the 3rd of March, we held our third meeting with the Nevada Department of Transportation. They are in charge of developing the new Boulder City Bypass (www.BoulderCityBypass.com) whereby an interchange will be built right on our property. They have agreed to provide and build us a frontage road that will stem off of the new interchange. They realize that our project is one that will be very viable for the future of Clark County. This may potentially increase our project land value by another 40% (by my estimate) in the future, simply because the accessibility will be so great. The future traffic that will traverse this specific area, should allow us to gain the

¹ This price is consistent with the current industrial land values in our market (usually between \$600,000 to \$1 million per acre), with this property being comparatively very strong. Once we bolster our site with an improved road (about a \$3 million expense) and more utilities, I feel it will be the best location in this metro area.

economic support and zoning approvals for the remaining 155 acres to the north of our property and will make our project a true success not only from the public perception, but financially for all of us.

At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

Indubitably, we are beginning to realize the ultimate value of our M-1 and M-2 (industrial) designation, which we were fortunate enough to gain approvals for this past January. This one, distinguishing attribute has turned our property into a viable option to a multitude of large companies that, otherwise, would not have considered us. Once these companies realize what the Boulder City Bypass will “be” and what a phenomenal location we’re in, they will begin to realize our true value.

As for all of the “gloom and doom” about our economy here in the United States and globally, being that the U.S. started the recent contraction globally, we are very confident that come November of 2008 that the U.S. will lead the rebound and things, by this time next year, will be much more positive and back to more normal yields. Also, the industrial market has not been so adversely affected, as the housing market and other sectors have been (energy and utilities obviously having been huge winners over the past year). Regardless, we think that late-summer will be the lowest of the low for us and that the dollar will begin to regain strength.

Although our potential list of clients seems very promising, we have not yet turned to a contract with any of them, but we do remain very encouraged by our prospects. ***Because of the level of sensitivity and confidentiality required by some of the above companies, please do not discuss this report with anyone for now in order to not breach their trust at this time.*** Go Global prides itself in acting very discreetly when the time calls for it. At any time, you may review the most recent for the CanaMex Nevada project at <http://www.CanaMexNevada.com/>. As always, do not hesitate to contact me with any questions, solutions, thoughts, and/or ideas.

Sincerely,



Carlos Huerta, Managing Manager
CanaMex Nevada, LLC

EXHIBIT U

Deposition of:

Carlos A. Huerta

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.
A-13-686303-C

Date:

04/30/2014



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1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 CARLOS A. HUERTA, an)
4 individual; CARLOS A.)
5 HUERTA as Trustee of THE)
6 ALEXANDER CHRISTOPHER)
7 TRUST, a Trust established)
8 in Nevada as assignee of)
9 interests of GO GLOBAL,)
10 INC., a Nevada corporation;)
11 NANYAH VEGAS, LLC, a Nevada)
12 limited liability company,)
13)
14 Plaintiffs,) Case No.
15 vs.) A-13-686303-C
16)
17 SIG ROGICH aka SIGMUND) DEPOSITION OF:
18 ROGICH as Trustee of the) CARLOS A. HUERTA
19 Rogich Family Irrevocable)
20 Trust; ELDORADO HILLS, LLC,) April 30, 2014
21 a Nevada limited liability)
22 company; DOES I-X; and/or)
23 ROE CORPORATIONS I-X,)
24 inclusive,)
25 Defendants.)

26 ELDORADO HILLS, LLC,)
27 a Nevada Limited liability)
28 company,)
29 Defendant/Counterclaimants)
30 vs.)
31)
32 CARLOS A. HUERTA, an)
33 Individual, CARLOS A. HUERTA)
34 as Trustee of THE ALEXANDER)
35 CHRISTOPHER TRUST, a Trust)
36 established in Nevada as)
37 assignee of interests of)
38 GO GLOBAL, INC., a Nevada)
39 corporation,)
40)
41 Plaintiffs/Counterdefendants)
42 -----
43 Reported by: Marilyn Speciale, CRR, RPR, CCR #749

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5
6 DEPOSITION OF CARLOS A. HUERTA
7 Taken on Wednesday, April 30, 2014
8 At 9:33 a.m.
9 At 300 South Fourth Street
10 Suite 1700
11 Las Vegas, Nevada
12
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21
22
23
24 Reported by: Marilyn Speciale, CRR, RPR, CCR #749
25 Job No. 9511

1 APPEARANCES:
2
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7 Suite 200
8 Henderson, Nevada 89052
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10
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12 SAMUEL S. LIONEL, ESQ.
13 STEVEN ANDERSON, ESQ.
14 Lionel Sawyer & Collins
15 300 South Fourth Street
16 Suite 1700
17 Las Vegas, Nevada 89101
18 (702) 383-8888
19
20
21
22
23
24
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1 LAS VEGAS, NEVADA, APRIL 30, 2014

2 9:33 A.M.

3 (Prior to the commencement of the

4 deposition, all of the parties present agreed to waive

5 statements by the court reporter, pursuant to Rule

6 30(b)(4) of NRC.P.)

7

8 CARLOS A. HUERTA,

9 having been first duly sworn, was examined and testified

10 as follows:

11 EXAMINATION

12 BY MR. LIONEL:

13 Q. Please state your name.

14 A. Carlos Huerta, H-u-e-r-t-a.

15 Q. Where do you live, Mr. Huerta?

16 A. Sierra Vista Rancho, Las Vegas, Nevada.

17 Q. You have an office in Las Vegas?

18 A. Yes, sir.

19 Q. Where is that office?

20 A. 3060 East Post Road, Suite 110, Las Vegas,

21 Nevada, 89120.

22 Q. And how long have you been in that office?

23 A. Since 2000 -- I've had that office building

24 since 2005.

25 Q. Is that your building?

1 A. Yes.

2 Q. Thank you. When I say your building, you own

3 it?

4 A. Yes, sir.

5 Q. You built it?

6 A. Yes, sir.

7 Q. What is your education after high school?

8 A. I have a bachelor's in business

9 administration, and then I also have an MBA with a

10 finance concentration.

11 Q. From what school?

12 A. University of Miami.

13 Q. You were the manager of Eldorado. When I say

14 Eldorado, I'm talking about Eldorado, LLC. Is that

15 correct?

16 A. I was one of, yes. Mr. Rogich and I, I

17 believe, are the managers.

18 Q. That was -- you were co-managers during the

19 years 2006, 2007, until October 30th, 2008?

20 A. That sound right. Wasn't it October 31st?

21 Q. October 31st.

22 A. I remember that, Halloween.

23 Q. The agreement is dated the 30th, isn't it?

24 A. Was it? Okay. Yes, we went into the title

25 company on Halloween. I remember they opened it up for

1 us.

2 Q. As manager, what were your duties generally?

3 A. Of Eldorado Hills?

4 Q. Yes.

5 A. Raise capital, manage the asset that was 160

6 acres and 89 -- plus/minus an 89,000 square-foot

7 warehouse facility, collect rent from tenants.

8 We had two other buildings on the property.

9 One was the clubhouse for a gun club, which I believe is

10 still functioning there, and begin the -- what we

11 started to do was market the property, and I was greatly

12 responsible for marketing the property for sale, and

13 also along with that we were working on an assemblage to

14 join our land with our neighbor's land and do a master

15 plan, planning of the entire what would have been 300

16 acres or so and trying to do it in a responsible fashion

17 with the expansion of the 95 -- 93/95 and an interchange

18 that they had planned there. I believe it was the

19 Nevada Department of Transportation.

20 So my roles were very involved, very vast, and

21 I wore multiple hats for Eldorado Hills.

22 Q. Were you also involved with respect to the

23 filing of tax returns for Eldorado?

24 A. Yes.

25 Q. And that would be for the years 2006, 2007.

1 Is that correct?
 2 A. Yes.
 3 Q. Maybe -- perhaps I should ask you, did you
 4 have anything to do with the 2008 return?
 5 A. I don't think so.
 6 Q. And in doing -- getting involved with the tax
 7 returns for Eldorado, did you work with Mr. Brent
 8 Barlow?
 9 A. Yes.
 10 Q. He was a partner of L.L. Bradford?
 11 A. He worked with or at L.L. Bradford & Company.
 12 I can't say whether he was a partner or not.
 13 Q. But did you work with him with respect to the
 14 returns?
 15 A. I did.
 16 Q. Is he now your CPA?
 17 A. Yes.
 18 Q. And does your tax returns?
 19 A. Yes.
 20 Q. Now, I'm going to show you a copy of the first
 21 amended complaint which will be marked as Exhibit B
 22 which has -- you're familiar with that complaint?
 23 A. Yes, sir.
 24 Q. And affixed to that complaint as an exhibit --
 25 I believe it's Exhibit 1 -- is the agreement that was

1 entered into on the 30th day of October 2008. Is that
 2 correct?
 3 A. Yes.
 4 MR. LIONEL: Would you mark that, please.
 5 I'll give you a copy.
 6 (Exhibit B was marked.)
 7 BY MR. LIONEL:
 8 Q. I'm actually not going to refer to the
 9 complaint at the moment, but I will periodically refer
 10 to the agreement.
 11 A. Okay.
 12 MR. ANDERSON: And the agreement is an exhibit
 13 to the amended complaint, just for clarity.
 14 MR. LIONEL: I accept the clarification.
 15 THE WITNESS: Thank you.
 16 BY MR. LIONEL:
 17 Q. Now, the agreement is signed by you. If you
 18 look, I believe it's the next to the last page. I'm
 19 sorry, it's page -- it's Bates Number SR002018.
 20 A. I'll be right there, Mr. Lionel.
 21 18?
 22 Q. 2018.
 23 A. Yes, okay.
 24 Q. You have it?
 25 A. I do.

1 Q. Did you sign that?
 2 A. Correct.
 3 Q. Now, you signed it Carlos Huerta on behalf of
 4 Go Global, Inc. Is that correct?
 5 A. Yes, I did.
 6 Q. Did you sign it individually? It's not been
 7 signed individually. It's a strange signature the way
 8 it is, and that's why I'm asking you, it's only for Go
 9 Global?
 10 A. Okay. I don't remember.
 11 Q. The agreement says that you are one of the
 12 sellers in that regard, 2010?
 13 A. Right. It says Go Global, Inc., Carlos
 14 Huerta, Carlos, Seller. So...
 15 Q. Is there any reason why you did not sign it
 16 individually?
 17 A. No.
 18 Q. And when you sign it for Go Global, I assume
 19 you're signing it as president of Go Global, right?
 20 A. I believe so.
 21 Q. You believe so?
 22 A. Yes.
 23 Q. My problem is I'm trying to find out what the
 24 interests were of you and Go Global with respect to
 25 Eldorado. It just isn't clear. Did you have a

1 membership interest in Eldorado, or was it solely in the
 2 name of Go Global, Inc.?
 3 A. I don't remember. The Eldorado Hills
 4 operating agreement would probably clarify that, but I
 5 don't have that in front of me.
 6 Q. The tax returns filed show only Go Global as a
 7 member of Eldorado, LLC. It doesn't show you
 8 individually.
 9 A. Okay.
 10 Q. Which one of you, if I may, had the interest
 11 in Eldorado?
 12 A. I don't remember. Go Global, Inc. is an S
 13 Corp. though, and I'm a hundred percent owner of Go
 14 Global. So it just all --
 15 Q. I recognize that, but I'm trying to -- maybe
 16 I'm -- I'm not over technical. In my view, I think I
 17 have a right to know who is what.
 18 A. Right. I'm trying to do my best to answer the
 19 question.
 20 Q. And your best answer is what?
 21 A. My best answer is I don't remember if I was
 22 specifically a member or not. In the purchase agreement
 23 that you showed me in SR002010, I'm mentioned
 24 individually. So -- and Go Global is. That's what I
 25 have in front of me. So...

1 Q. Is it fair to say that you don't know? I'll
2 clarify. As I say, the tax returns, which you had a
3 part in, show that only Go Global, Inc. was a member.
4 A. Okay.
5 Q. So is it a fair statement it may have been the
6 only one that had an interest?
7 A. It is a fair statement.
8 Q. Thank you. It's not going to shake the world,
9 Carl.
10 A. You're the one asking the questions.
11 Q. I will ask.
12 A. I'm just trying to answer.
13 Q. Fine.
14 A. I hope it doesn't shake the world, though.
15 Q. What was your role in the agreement?
16 A. Which agreement, sir?
17 Q. When I talk about agreement, the only
18 agreement I believe I'm going to talk about is the one
19 which is the Exhibit 1 to the amended complaint that you
20 have in front of you.
21 A. Okay. Okay.
22 Q. What was your role in the preparation of that
23 agreement? And strike that.
24 You will know whenever I mention agreement,
25 unless I say otherwise, I'm talking about the purchase

1 agreement which is attached to the amended complaint.
2 What was your role in its preparation?
3 A. Whether I define this legally correct or not,
4 I don't know, but I'll tell you what my opinion of my
5 role is, I guess. It's --
6 Q. I don't want your opinion. I want factually.
7 A. Okay. I don't know if I can give you factual
8 answers to satisfy you because you are pretty technical,
9 but I'll give you an answer that hopefully does.
10 So Mr. Rogich's attorney, who was Ken Woloson,
11 prepared this agreement, I'd say, for the most part. He
12 and I worked through different drafts of it. He would
13 send me a draft in an e-mail and/or a fax, and I would
14 comment back, edit it and send it back to him. So I'd
15 say that I prepared it in conjunction with Mr. Woloson.
16 Q. You had no attorney yourself?
17 A. Correct.
18 Q. And I assume Go Global had no attorney?
19 A. Go Global did. Craig Dunlap was our general
20 counsel at the time.
21 Q. What did he have to do with the agreement?
22 A. I don't remember right now.
23 Q. Do you remember how many drafts there were?
24 A. Several. I can't say if it's five, six,
25 seven, eight, but there were several.

1 Q. But you saw all the drafts, and you edited
2 them?
3 A. As far as I remember.
4 Q. In your part to represent Go Global in
5 connection with the agreement?
6 A. As far as I remember, that's correct.
7 Q. Were you satisfied with it when it was
8 completed and executed?
9 A. Yes.
10 MR. McDONALD: Object to the form.
11 BY MR. LIONEL:
12 Q. In your view, was it a clear agreement?
13 MR. McDONALD: Object to the form.
14 A. I think it was pretty clear, yes.
15 BY MR. LIONEL:
16 Q. Complete?
17 MR. McDONALD: Same objection.
18 BY MR. LIONEL:
19 Q. Do you consider it complete?
20 A. I haven't read it in awhile, but at the time,
21 I thought it was pretty complete.
22 Q. And unambiguous?
23 A. Yes.
24 Q. Now, the agreement was one of several
25 agreements --

1 A. Uh-huh.
2 Q. -- that were prepared and executed at the same
3 time. Is that correct?
4 A. Correct.
5 Q. And I'm talking about agreements with respect
6 to the Flangas Trust and TELD. Is that correct?
7 A. Yes, sir.
8 Q. And you were party to those agreements?
9 A. Yes, sir.
10 Q. You signed them?
11 A. Yes, sir.
12 Q. And you got copies of them?
13 A. Correct.
14 Q. You still have copies?
15 A. I believe so, yes.
16 Q. When is the last time you looked at them?
17 A. Quite a long time ago. I mean, at least a
18 year or two.
19 Q. Actually, at the time of those agreements,
20 Eldorado had some problems, didn't it, financial
21 problems?
22 MR. McDONALD: Object to the form.
23 A. Compared to what happened since '08, I
24 wouldn't consider them financial problems, but at the
25 time, maybe we did.

1 BY MR. LIONEL:
 2 Q. You were in default under your mortgage at the
 3 time?
 4 A. Yes.
 5 Q. And actually when TELD came in, it helped you
 6 with respect to financial problems?
 7 A. Not at the time. I thought that that's what
 8 they were going to do, but it took awhile for them to do
 9 that.
 10 Q. Pursuant to the agreements that were executed
 11 on October 30th, 2008 --
 12 A. Yes, sir.
 13 Q. -- TELD brought in cash to the company --
 14 strike that.
 15 A. Correct.
 16 Q. A little over \$5 million. Is that correct?
 17 A. I'm unaware of that.
 18 Q. You're unaware that TELD brought --
 19 A. I didn't get any of it, and neither did the
 20 bank that we owed the money to.
 21 Q. Do you know what happened to the 5 million?
 22 Would the agreement provide that TELD would provide \$5
 23 million?
 24 A. I believe so.
 25 Q. And to your knowledge, it was not provided?

1 A. I didn't see the \$5 million, and I'm not being
 2 literally like \$5 million in cash. I don't know where
 3 that \$5 million was paid to or even if it was at the
 4 time.
 5 Q. Was there a refinancing of the mortgage?
 6 A. Yeah, but like a year later after that
 7 agreement, after this -- what do you call it, Exhibit 1?
 8 It was quite a long time. So I was made to understand
 9 that it would happen right away, and it took quite a
 10 long time. I mean, about a year, maybe a little bit
 11 less. So it sat there unpaid, the mortgage, that entire
 12 time.
 13 Q. That was when the FDIC came in?
 14 A. I think the FDIC had already come in but...
 15 Q. They had already taken over?
 16 A. The ANB Financial, which is A, N as in Nancy,
 17 B Financial, who held the mortgage on the property.
 18 Q. Did the agreements provide that TELD would be
 19 rewarded for putting that money in?
 20 A. Rewarded in a fashion that they would earn an
 21 interest in Eldorado Hills, LLC. Is that what you mean
 22 by rewarded?
 23 Q. How about a financial reward?
 24 A. I don't recall like a financial reward. I
 25 remember them taking an ownership percentage in the

1 entity, or a membership percentage I think it's better
 2 described.
 3 Q. Did the agreements with TELD and Flangas
 4 provide that there would be an amended and restated
 5 operating agreement?
 6 A. I believe so. Flangas pulled out of the deal,
 7 you know. So he didn't stay in the deal, but I believe
 8 there was going to be an amended operating agreement,
 9 yes.
 10 Q. Did you see the amended and restated operating
 11 agreement?
 12 A. I think I have copies of that along with the
 13 other documents. So I believe so.
 14 Q. TELD was not a party to the purchase
 15 agreement, correct?
 16 A. I don't remember that right now.
 17 Q. Well, you can take a look at it.
 18 A. Oh, okay. Well, of the agreement that we
 19 signed that we were talking about with Flangas, he was.
 20 That's where you confused me a little bit.
 21 Q. He was what?
 22 A. TELD, I believe, was a member in the
 23 documents.
 24 Q. In the documents but not in the purchase
 25 agreement?

1 A. In Exhibit 1, correct, you are right.
 2 Q. Does the Alexander Christopher Trust file tax
 3 returns?
 4 A. No.
 5 Q. Is there a reason it doesn't?
 6 A. From my understanding, since it's just our
 7 family trust, everything just flows through to us, but
 8 it's more a question for my lawyer. So I can't say for
 9 sure.
 10 Q. But as far as you know, it doesn't file a tax
 11 return?
 12 A. Correct.
 13 MR. LIONEL: Would you mark this as the next
 14 exhibit, which I believe is C.
 15 (Exhibit C was marked.)
 16 BY MR. LIONEL:
 17 Q. Mr. Huerta, I just handed you what's been
 18 marked Exhibit C. It bears the number SR002021.
 19 A. Okay.
 20 Q. That's a document entitled Assignment of
 21 Contract. Is that correct?
 22 A. It is.
 23 Q. And you signed it as assignor of Go Global?
 24 A. Yes.
 25 Q. As president of Go Global, and you also signed

1 it as trustee for the Alexander Christopher Trust.

2 A. Yes.

3 Q. It says assignor. Is that a mistake? Should

4 that have been assignee?

5 A. Yes, correct.

6 Q. Now, this assignment has to do with this

7 lawsuit, namely, it appears to assign interest to the

8 Alexander Christopher Trust to bring this lawsuit. Is

9 that correct?

10 A. Correct.

11 Q. And that's what it does as far as you know?

12 A. Correct.

13 Q. That's what it was intended?

14 A. Yes.

15 Q. Go Global was a party to the agreement, right?

16 A. Yes.

17 Q. And what it was doing here was assigning the

18 rights of Go Global that it had in the agreement?

19 A. Yes.

20 Q. And giving the assignee, the trust, the right

21 to file this action?

22 A. Yes.

23 Q. You did not assign anything to it. You did

24 not assign any rights to the Alexander Christopher

25 Trust?

1 MR. McDONALD: Object to the form.

2 A. In general or in this agreement?

3 BY MR. LIONEL:

4 Q. In this agreement, assignment.

5 A. Correct.

6 Q. In other words, as I read this, Go Global had

7 the rights under the agreement, and it assigned those

8 rights to the trust. Is that correct?

9 A. That statement that you just made seems

10 correct to me.

11 Q. In other words, all the rights under the

12 agreement?

13 A. That's my understanding.

14 Q. And, as a matter of fact, everything recovered

15 would belong to the trust under this agreement.

16 MR. McDONALD: Object to the form.

17 BY MR. LIONEL:

18 Q. Is that correct?

19 A. I believe so.

20 Q. And I refer you specifically to under Terms,

21 the second paragraph.

22 A. Right.

23 Q. So, therefore, once this is signed, as I

24 understand it -- correct me if I'm wrong -- all the

25 rights under the agreement which earlier had belonged to

1 Go Global were now belonging to the Alexander

2 Christopher Trust. Is that right?

3 MR. McDONALD: Same objection.

4 A. Correct.

5 BY MR. LIONEL:

6 Q. You didn't assign anything to it, to the

7 trust?

8 MR. McDONALD: Object to the form.

9 A. Legally, I don't know if that's a correct

10 statement. I'm not saying it's wrong, but it says, "The

11 assignee shall be entitled to all money, assets or

12 compensation remaining to be paid pursuant to the

13 purchase agreement or from any act of recovery seeking

14 to enforce the obligations of the parties therein."

15 So in my opinion, I'm assigning certain things

16 to the trust from Go Global.

17 BY MR. LIONEL:

18 Q. Did anybody else besides Go Global have an

19 interest that could be assigned?

20 MR. McDONALD: Object to the form.

21 A. Possibly, yes.

22 BY MR. LIONEL:

23 Q. I beg your pardon?

24 A. Possibly.

25 Q. When you say possibly, who are you referring

1 to?

2 A. Well, it could have been any of Go Global's

3 investors, as well.

4 Q. Oh, I'm not -- what I'm looking at,

5 Mr. Huerta --

6 A. You can call me Carlos.

7 Q. Carlos, I'm not looking at any investors. I'm

8 looking really basically at two possible entities, you

9 and Go Global, and it appears at least -- I'm not going

10 to put words in your mouth. You accused me once of

11 that, I think --

12 A. Maybe once.

13 Q. Maybe once -- that this is an assignment of

14 all the rights in that agreement and giving the trust

15 the right to bring the action, and any money that comes

16 in, if any, belongs to the trust, and I understand it's

17 a C Corp. that you have.

18 A. S, S Corp.

19 Q. S Corp. Excuse me. I'm sorry.

20 A. Sure.

21 Q. Am I correct in that statement?

22 A. I believe so, yes.

23 Q. Thank you.

24 A. Sure.

25 Q. And, Mr. Huerta, let's go back to the

1 agreement.

2 A. Exhibit 1?

3 Q. Exhibit 1, yes.

4 A. Okay.

5 Q. Under Paragraph 2, which is SR002011 --

6 A. I'm at 2011.

7 Q. That's right, Paragraph 2, Consideration.

8 A. Okay.

9 Q. When is the last time you looked at this

10 exhibit?

11 A. About a year ago maybe.

12 Q. And I'm going to read into the record 2(a).

13 It says, "Consideration: For and in consideration of

14 seller's transfer of the membership interest hereunder,

15 buyer agrees: (a), buyer shall owe seller the sum of

16 \$2,747,729.50 as noninterest-bearing debt with,

17 therefore, no capital calls for monthly payments. Said

18 amount shall be payable to seller from future

19 distributions or proceeds (net of bank/debt owed

20 payments and tax liabilities from such proceeds, if

21 any), distributed to buyer at the rate of 56.20 percent

22 of such profits, as, when and if received by buyer from

23 the company."

24 Did I read it correctly?

25 A. Yes.

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1 Q. And what the trust is suing for now, your

2 trust -- when I say your trust, Alexander Christopher

3 Trust basically --

4 A. I just call it ACT if it helps you say that

5 every single time.

6 Q. Okay. I'm not sure.

7 A. No problem.

8 Q. And what you're suing for -- what ACT, the

9 trust, is suing for is this amount of money based on

10 this provision in here. Is that correct?

11 MR. McDONALD: Object to the form.

12 A. Correct.

13 BY MR. LIONEL:

14 Q. I'm not saying there were not other

15 provisions, but that is where the number comes from that

16 you're suing from. Is that correct?

17 A. Yes.

18 Q. Are you aware of any distributions by Eldorado

19 in 2008?

20 A. No.

21 Q. 2009?

22 A. No.

23 Q. 2010?

24 A. No.

25 Q. 2011?

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1 A. No.

2 Q. 2012?

3 A. No.

4 Q. 2013?

5 A. No.

6 Q. 2014 to date?

7 A. No.

8 Q. Where did the language in that paragraph come

9 from, and when I say that, I'm referring to the language

10 "as, when" -- that distributions, "as, when and if

11 received by buyer from the company." Where did that

12 language come from?

13 A. If I had to say, I would say Ken Woloson, but

14 I mean, I --

15 Q. Did it appear in the drafts?

16 A. Right.

17 Q. You never edited that out?

18 A. Oh, I don't remember.

19 Q. I beg your pardon?

20 A. I do not remember if that part specifically

21 was edited by me or Mr. Dunlap or anyone else. I mean,

22 it was seven years ago or six and a half years ago.

23 Q. Are you saying -- you're not saying it was not

24 in the drafts? Are you parsing my question?

25 A. You asked me a double negative, "You're not

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1 saying it wasn't in the drafts. You're saying it wasn't

2 in the drafts?" I'm guessing that it was in the drafts.

3 Q. Was it in the drafts?

4 A. I believe so.

5 Q. Do you remember any discussion with respect to

6 that language?

7 A. No.

8 Q. In your view, what did the word "if" in there

9 mean?

10 MR. McDONALD: Object to the form.

11 A. Well, I guess there are no guaranties in life.

12 Maybe the property didn't sell or wouldn't sell. It

13 just sat there, in which case my money that I'm owed

14 would just sort of sit there, if the property doesn't

15 sell or if it doesn't receive any rents like from a gun

16 club or if it doesn't receive any proceeds at all.

17 I mean, at this point in 2008, I was

18 relinquishing control of Eldorado Hills, LLC, which did

19 own a tangible substantial asset in 160 acres and

20 everything that I've described. So I couldn't guarantee

21 that the individual that now controlled Eldorado Hills,

22 LLC, would sell it. I couldn't force them to do it. I

23 mean, they were controlling me, the company.

24 So, you know, if you invest in a stock and it

25 never produces a dividend, I guess you can't really do

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1 anything about it until the company sells or merges, or,
 2 you know, you can sell the stock maybe, but you just
 3 can't control when you're going to get a dividend or
 4 distributions at that point.
 5 BY MR. LIONEL:
 6 Q. So what you're saying is there was no
 7 assurance that there would be any distributions at any
 8 point in time?
 9 MR. McDONALD: Object to the form.
 10 A. I don't -- there was no assurance, yes, that
 11 the property would sell at any point in time or there
 12 would be any distributions out of the company.
 13 BY MR. LIONEL:
 14 Q. Going back to 2008, in October, the month that
 15 the agreement was executed --
 16 A. Okay.
 17 Q. -- did you have any discussions with
 18 Mr. Rogich with respect to Nanyah Vegas?
 19 A. Yes. Yes.
 20 Q. More than one?
 21 A. I definitely had one with Mr. Rogich, and I
 22 definitely had one with Ken Woloson, Mr. Rogich's
 23 attorney.
 24 Q. Do you know where was the discussion with
 25 Mr. Rogich?

1 A. At the Howard Hughes office.
 2 Q. And who was there?
 3 A. Mr. Rogich and myself.
 4 Q. Was Melissa Olivas there?
 5 A. Melissa works for Sig, right. So she has an
 6 office there. I don't think she was present during our
 7 conversation, but she was probably somewhere in her
 8 office. You know, there's multiple offices within that
 9 suite.
 10 Q. Well, I'm not trying to find out about her
 11 office. I want to know if she was present during that
 12 conversation.
 13 A. I'd say she was present in the suite but not
 14 necessarily in the office where Mr. Rogich and I talked
 15 about it. So I don't know how close you're talking.
 16 So...
 17 Q. She may have been there?
 18 A. I don't believe so, no.
 19 Q. Fine. Tell me what you said and what he said.
 20 A. Oh --
 21 Q. Was anybody else there?
 22 A. I don't think so, no.
 23 Q. What did you say, and what did he say?
 24 A. The conversation that I remember -- and I'm
 25 quite certain there was more than one. Like I told you

1 before, I had an office there myself, at the Howard
 2 Hughes office, within Rogich's suite. Okay?
 3 Q. So let's talk about that for a minute.
 4 A. Sure.
 5 Q. You had your office on Post Road at the time,
 6 didn't you?
 7 A. My business card actually had the Howard
 8 Hughes address because I had an office there. I also
 9 bought a building, and my staff was at the Post Road
 10 address, not that I would never go to the Post Road
 11 address, but my business card was actually at the Howard
 12 Hughes address.
 13 Q. I'm not asking about the business card. Where
 14 did you office at that time?
 15 A. At the Howard Hughes address. Just like
 16 Lionel Sawyer & Collins has an office here and they have
 17 one in Carson City, I had one at Howard Hughes, and I
 18 had one on Post Road, Go Global did.
 19 Q. When you say Go Global, tell me, it was a
 20 Subchapter S corporation, and you seem to do
 21 transactions, it seems to me, in either your own
 22 personal or individually or for Go Global, but when you
 23 say Go Global's office, did it have a particular office
 24 there?
 25 A. Correct.

1 Q. Did it have employees?
 2 A. Sometimes. Summer Rellamas would work out of
 3 that office when I needed her to.
 4 Q. Did she work out of Mr. Rogich's office?
 5 A. Yes.
 6 Q. Often?
 7 A. Yes.
 8 Q. Did she have an office or a desk there?
 9 A. Yes.
 10 Q. Tell me what you said and what Mr. Rogich said
 11 there.
 12 A. So, again, I'm sure we had more than one
 13 conversation because you don't complete a draft like
 14 this, you know, in one conversation, but the one
 15 conversation --
 16 Q. No, I want to know any conversation about
 17 Nanyah Vegas.
 18 A. I know. I'm giving you a precursor to what
 19 I'm about to say. We probably had more than one
 20 conversation, but I specifically remember one between
 21 Rogich and myself, and it involved not only Nanyah
 22 Vegas, it involved other investors including Nanyah
 23 Vegas.
 24 So Mr. Rogich, if you're not aware, bought out
 25 two other investors that were Go Global's. Those

1 investors were Craig Dunlap and Eric Rietz. Mr. Rogich
 2 actually wrote checks to each one of them.

3 Q. At that time?

4 A. In that month.

5 Q. I beg your pardon?

6 A. In October.

7 Q. In October. I'm sorry.

8 A. No, you're fine.

9 And so we were discussing the steps as we were
 10 contemplating them to occur about the buyout where Sig
 11 Rogich would assume the interest of Eldorado Hills, LLC,
 12 or the membership interest, and Sig told me that he
 13 would be buying out all of the investors, Nanyah and
 14 Robert Ray as well.

15 He started with Craig Dunlap and then Eric
 16 Rietz, wrote them checks, and he said, "My intention is
 17 just to buy everybody out," and I said -- go ahead. You
 18 have a question?

19 Q. No, go ahead.

20 A. Okay. "My intentions are to buy everybody
 21 out." I said, "Great." My sum was larger than
 22 everybody else's, and he said he would need time for
 23 that, and that's when we started putting together this
 24 agreement.

25 Q. What was said about Nanyah Vegas, if anything?

1 A. He was one of the investors. His plan was
 2 just to buy them out, and he was one of the four, not
 3 including Go Global.

4 Q. What was said about Nanyah Vegas specifically?

5 A. That he would pay them the amount that they
 6 invested.

7 Q. He said that about Nanyah?

8 A. Yes.

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

10 A. Yes.

11 Q. Tell me how he knew about it.

12 A. Sig Rogich was a comanager of Eldorado Hills,
 13 LLC. All right? He is the one that actually came up
 14 with the idea to buy the property. Sig was intimately
 15 involved in the management of Eldorado Hills, LLC. Sig
 16 Rogich was a coborrower on about a \$20 million loan.
 17 One, I think, with maybe 18 million with Alliance
 18 Mortgage, and then we refinanced that with ANB
 19 Financial. Sig was a coborrower on both.

20 Sig knew of all the capital that was involved
 21 with Eldorado Hills and how much we needed, how much the
 22 monthly payments to those lenders was.

23 The ANB Financial one was over \$170,000 a
 24 month. He made some payments towards that. So being
 25 that it was a lot of money that was involved, he knew

1 that Eldorado Hills, LLC required capital. It required
 2 management. He assisted with that management. He
 3 participated in that management.

4 When payments were due to different entities
 5 being Nevada Power, the water -- Las Vegas Valley Water
 6 District, the mortgage payments, whatever it is,
 7 Mr. Rogich knew and had records of, and so did
 8 Ms. Olivas, that payments were being made out of
 9 Eldorado Hills, LLC.

10 So when these large chunks of money were
 11 necessary for whatever it was to manage this large
 12 asset, Mr. Rogich was aware.

13 So there came a point in time where -- many
 14 times every month -- where a large payment was due to
 15 the bank, whoever the lender was. Either Mr. Rogich or
 16 myself or both funded Eldorado Hills, LLC, with hundreds
 17 of thousands of dollars to millions of dollars.

18 There also came a time where our other lender,
 19 Antonio Nevada, LLC, was promised money. In order to
 20 meet our obligation to Antonio Nevada, LLC, there came a
 21 payment of \$3 million. If that \$3 million payment
 22 wouldn't have been made -- and I believe that was in '07
 23 that it was due -- then Antonio's deal, from my
 24 understanding at the time, would escalate and grow, and
 25 we would owe Antonio a lot more money if we didn't make

1 that payment.

2 So at the time that the payment was due,
 3 Mr. Rogich didn't have enough money to pay off Antonio.
 4 I came up with three-quarters of the money owed to
 5 Antonio, and Mr. Rogich came up with the other quarter.
 6 I want to divide it into about 2.2 something million
 7 dollars that Go Global contributed into Eldorado Hills,
 8 LLC. Mr. Rogich contributed 770, \$780,000.

9 So I never knew that Mr. Rogich was going to
 10 run out of money. I didn't know what his actual
 11 personal financial situation was. I presumed he had a
 12 lot of money. So when he didn't have enough money to
 13 pay off Antonio, which I believe was in the fall of 2007
 14 or late summer of 2007, I said, "Okay, Sig, I have the
 15 money, or I can come up with a good portion of the
 16 money. I'm going to advance it to the company, but I'm
 17 also working on bringing in investors." I was also
 18 working, as I've described previously in another
 19 deposition, on doing a joint venture or teaming up with
 20 the Giroux property and doing a larger project.

21 So as I'm working on that, I tell Sig, "Okay,
 22 I'll advance the money to Eldorado Hills, and when some
 23 of this money comes in, Go Global or Carlos Huerta will
 24 be repaid." He agreed.

25 The intention was, as the operating agreement

1 read and as the tax returns and the K-1s that you're
 2 familiar with say, Mr. Rogich was 50 percent and Go
 3 Global was 50 percent, or Mr. Rogich's entity, whatever
 4 that was. The intention was if Sig put in a dollar, Go
 5 Global and/or Carlos Huerta would put in a dollar.

6 So at the point where Go Global contributes
 7 two point something million dollars, 2.2, \$2.3 million
 8 to pay off the Antonio debt, Mr. Rogich no longer put in
 9 his equivalent dollar for Go Global's dollar. Go Global
 10 had put in a lot more money.

11 Mr. Rogich was aware of that. Mr. Rogich was
 12 aware that Antonio was paid \$3 million. So when
 13 Mr. Rogich was aware that Antonio was paid \$3 million,
 14 he knew that he himself didn't even come up with half of
 15 that.

16 When he knew he didn't come up with half of
 17 that, he was aware that somebody else did, that being Go
 18 Global and/or Carlos Huerta. So at the time, Mr. Rogich
 19 knew he was short of cash. He was short of money. Go
 20 Global had put in a lot more money. Go Global was owed
 21 money from Eldorado Hills, LLC, going back of which he
 22 was a comanager of.

23 As a comanager of an entity that had borrowed
 24 millions of dollars and owned hundreds of acres and
 25 thousands of square feet of buildings, Mr. Rogich was

1 well aware of the financial situation of Eldorado Hills,
 2 LLC. I had an office in his suite at Howard Hughes
 3 Parkway. We would interact regularly except maybe when
 4 he was on a trip or I was on a trip, regularly. We
 5 would run into each other.

6 Sometimes we would have wine in his office.
 7 We would talk about business almost all the time,
 8 sometimes about Ohio State football. He liked Ted Ginn.
 9 He liked Ohio State football, but for the most part, we
 10 talked about business.

11 When we talked about business, he was aware
 12 that there was a shortfall. Go Global had advanced it.
 13 Eldorado Hills owed it.

14 Q. Are you finished?
 15 A. I think so.

16 Q. I didn't hear Nanyah Vegas in what you just
 17 said.

18 A. Because you asked me a question about did
 19 Mr. Rogich know about the money that was in Eldorado
 20 Hills, LLC. I already had answered the Nanyah part when
 21 we talked about the other investors. I talked to
 22 Mr. Rogich specifically about all the investors.
 23 They're not only mentioned in Exhibit 1, they're also
 24 mentioned in the documents with TELD and Flangas and
 25 Eliades. So it's pretty clear in my opinion that Nanyah

1 was a known entity.

2 Sig Rogich signed these agreements. He signed
 3 the back of Exhibit 1 where Nanyah is mentioned. I
 4 doubt that Mr. Rogich, a guy that's been in business for
 5 50 years, would have signed an agreement that says he's
 6 responsible to pay \$1.5 million to Nanyah Vegas and
 7 never have heard of them.

8 So back to my prior answer to your prior
 9 question before my long explanation of the Eldorado
 10 Hills finances and how did Mr. Rogich know, because your
 11 question kind of was asked with a tone like he didn't
 12 know, like Sig is now, "I didn't know, I wasn't aware of
 13 what was going on," I think that that was a bit foolish
 14 in the way you said it in my opinion.

15 So Sig Rogich was very aware of Eldorado Hills
 16 and very aware of its finances, but in the prior
 17 conversation, we talked about all of the investors. It
 18 was Craig Dunlop, it was Eric Rietz, it was Eddyline
 19 Investments, which Mr. Rogich knows who that is.

20 At one point, he had Nick Santoro represent
 21 him against Eddyline Investments or one of its
 22 principals. He knew about Robert Ray who had been in
 23 his office, which is the Ray Family Trust. He knew
 24 about Antonio Nevada, LLC, because he knows the
 25 principal of Antonio Nevada, LLC, very well, and he also

1 knew about Nanyah Vegas, who I had been working on in
 2 2007, the whole year, had flown to Israel to meet with
 3 him to try and bring in capital towards our project,
 4 which I was successful at. I just didn't bring in the
 5 capital at the time that the money was due to Antonio.

6 So we talked about Nanyah Vegas as I was
 7 bringing in an investor. When I brought in that
 8 investor, being Nanyah Vegas, Sig was aware of Nanyah
 9 Vegas.

10 Q. Did you tell him when you brought in Nanyah
 11 Vegas?
 12 A. Yes.

13 Q. When was that conversation?
 14 A. Again, in 2007, I flew to Israel to meet the
 15 principal of Nanyah Vegas. Sig was aware that I went to
 16 Israel. I mean, I literally went on a plane from
 17 Las Vegas and flew to Israel. He was aware of that. He
 18 was aware of all of our investors. He was aware of the
 19 finances of Eldorado Hills, LLC, as was Melissa Olivias.
 20 So he not only knew when the money came in, he knew
 21 about the lead up.

22 I mean, for the most part, you've invested
 23 yourself, I believe, a lot of money over your days,
 24 right? I don't think that you just all of a sudden say,
 25 "Hey, Mr. Madoff, here is \$24 million." You probably

1 had some type of a lead up before you invest with
 2 somebody. I doubt that you would just say, "Hey, here
 3 it is." So I had a lead up with Nanyah Vegas.
 4 Sig was intimately involved again with the
 5 management of Eldorado Hills, LLC, a Nevada limited
 6 liability company, that was established by Sig Rogich of
 7 Go Global. So he was aware of the workings. So not
 8 only did he know in December of '07 when Nanyah Vegas'
 9 money came in, he knew before. Nanyah Vegas had
 10 committed to investing like a month or two before. He
 11 just didn't send the money until December.
 12 So when you try to pinpoint it now in 2014 and
 13 say, "Did he know right in December when he sent the
 14 money," yes, he did, but not only did he know in
 15 December, he knew before December.
 16 Q. You keep telling me what Mr. Rogich knew. I
 17 want to know your conversation with him about Nanyah
 18 Vegas. So I'm asking you specifically, when was the
 19 first time you discussed Nanyah Vegas with Mr. Rogich?
 20 MR. McDONALD: To be fair, you did ask
 21 previously whether Sig knew about Nanyah. So I believe
 22 that's what he was answering.
 23 MR. LIONEL: I understand.
 24 A. And I answered yes to that question about
 25 whether Sig knew about Nanyah Vegas.

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1 BY MR. LIONEL:
 2 Q. You did. I understand you gave me an answer,
 3 but my question now is when did you first speak to
 4 Mr. Rogich about Nanyah Vegas?
 5 A. Exact date I don't know, but it would have
 6 been sometime in the spring of 2007, seven years ago.
 7 Q. Tell me about that conversation. Where was
 8 that conversation?
 9 A. Okay. Just like you refer to this Exhibit 1
 10 repeatedly, I'm going to refer to this story again. I
 11 had an office in Mr. Rogich's suite at the time. I
 12 would speak to Mr. Rogich regularly. So I would have
 13 spoken to him on any day of the week, probably not a
 14 weekend, any day, Monday, Tuesday, Wednesday, Thursday,
 15 Friday, any time between '06 and '09 when I maintained
 16 an office there. We would speak on the phone sometimes,
 17 but the majority of the time I would speak to Sig Rogich
 18 at the Howard Hughes office.
 19 Q. I'm asking you --
 20 A. Where. You asked me where.
 21 Q. What did you say and what -- now, this is in
 22 the spring of 2007. What did you say to him, and what
 23 did he say to you?
 24 A. Verbatim I can't tell you.
 25 Q. I don't want verbatim.

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1 A. Okay. So, again, I tried to give you the most
 2 complete answer that I could. I think I did a really
 3 good job of that earlier. So Mr. Rogich and I owed
 4 money. We owed money to the bank. We owed money to
 5 Antonio.
 6 Q. I'm not interested in that. I'm interested in
 7 your conversation with him.
 8 MR. McDONALD: Just that specific
 9 conversation. If you don't recall that specific
 10 conversation, that's fine. Just give him the gist of
 11 what you remember.
 12 A. The conversation would have said I'm raising
 13 more money, as Mr. Rogich was trying to raise more
 14 money. When I raise more money, Eldorado Hills will
 15 have more capital. Nanyah Vegas was just one investor
 16 that I was dealing with that Mr. Rogich was aware of,
 17 and I said, "This is an investor that is interested in
 18 investing in our project. So when he becomes an
 19 investor, we'll have more capital." He knew that I was
 20 working on it actively.
 21 Q. What did he say when you said that, as best
 22 you recall?
 23 A. "God speed. Go for it. Please bring in more
 24 capital." That was part of our job. He would be happy
 25 to have investors come in and invest with us.

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1 Q. Did you mention the name Nanyah Vegas at the
 2 time?
 3 A. Oh, well the principal of Nanyah Vegas is Yoav
 4 Harlap. I don't remember when Nanyah Vegas was formed,
 5 if it was formed already. Nanyah Vegas itself was an
 6 entity controlled by Harlap. I probably referred to
 7 Nanyah Vegas as its principal Harlap, many times how
 8 we'll refer to Go Global as Huerta.
 9 Q. Is that the gist of that conversation that you
 10 that had with him?
 11 A. No, no, no, I wouldn't have -- oh, I wouldn't
 12 have had the conversation on the details between Nanyah
 13 Vegas and Yoav Harlap. I would have just called him
 14 Harlap if we're talking specifically about the name
 15 Nanyah Vegas.
 16 Nanyah Vegas probably didn't come into
 17 fruition up until the point where Nanyah Vegas actually
 18 sent the money and they formed an LLC in Nevada. It's
 19 just a name. It's not Ford Motor Company. It's just a
 20 small LLC.
 21 Q. What you did, the only name you gave them was
 22 Harlap, Yoav Harlap?
 23 A. Probably, yes.
 24 MR. LIONEL: That's Y-o-a-v H-a-r-l-a-p.
 25 BY MR. LIONEL:

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1 Q. Did you have any subsequent conversations with
2 him about Nanyah Vegas specific after Mr. Harlap sent
3 you money?
4 A. Yes.
5 Q. When?
6 A. Well, we already talked about the one in Sig's
7 office, right? We know that one in 2008.
8 Q. I've heard your testimony.
9 A. So that's one, and I don't remember specific
10 other conversations in regards to Nanyah Vegas.
11 Q. Did you have any discussions with Mr. Rogich
12 in October of 2008 with respect to Nanyah Vegas?
13 MR. McDONALD: Asked and answered.
14 A. We went to Nevada Title on Buffalo to sign the
15 documents to close this transaction. I believe it was
16 on Halloween of 2008.
17 BY MR. LIONEL:
18 Q. Was that the 31st?
19 A. I believe so, yes.
20 Q. And --
21 A. Mr. Rogich was wearing -- I can remember what
22 he was wearing, by the way. Okay? And so we went
23 through in the lobby prior to going into the actual
24 office, okay, of Nevada Title -- and Melissa was there,
25 too, that day, just in case you ask me that one. We

1 went through all the different investors and what his
2 plan would be with this asset, and we mentioned them
3 all.
4 We had already signed -- I believe we had
5 already signed the Exhibit 1. Now we're going in to do
6 the -- to sign over the deal to TELD and the Eliades
7 group, right?
8 So we went over all the investors who are also
9 in the TELD and Eliades documents in addition to Exhibit
10 1, and he again said, "Yeah, let's set up a meeting with
11 Robert Ray," which I did set up with him later on at
12 Howard Hughes, "and I'm going to work to" -- I forget
13 how he was going to raise the funds. He had different
14 ways of raising capital. He had different assets, and
15 he was going to pay these investors off, no profit, just
16 give them their money back, and he was going to continue
17 to own, I believe, 40 percent of the company along with
18 Eliades and his group.
19 And so we went through that he was going to
20 pay these guys off, including Nanyah Vegas.
21 Q. This was on the 31st of October?
22 A. It was the day we went to Nevada Title, which
23 I believe was October 31st.
24 Q. Halloween?
25 A. Yes.

1 Q. Did you have any discussion with him in
2 October of 2008 other than the one you just talked about
3 with respect to Nanyah Vegas?
4 A. I don't remember. Chances are very high that
5 we did, but I don't remember specifically any other than
6 the two that we've mentioned here or discussed here
7 today.
8 Q. Did you have any discussions that month with
9 Melissa Olivas, O-l-i-v-a-s?
10 A. I don't remember.
11 MR. McDONALD: Other than the one on
12 Halloween, correct?
13 MR. LIONEL: She was there he testified.
14 A. Yes, she was there.
15 BY MR. LIONEL:
16 Q. Did you have any discussions in October of
17 2008 with Ken Woloson --
18 A. Yes.
19 Q. -- about Nanyah Vegas?
20 A. Yes.
21 Q. More than one?
22 A. Yes.
23 Q. How many?
24 A. I can't say if it was five, six, seven, eight
25 or nine along with those drafts that we worked on, but

1 he and I put this agreement together, and we discussed
2 all the investors.
3 Mr. Woloson specifically requested that I
4 assist Mr. Rogich in getting all the investors to the
5 table where they wouldn't want to earn or demand any
6 profits or interest. He just wanted to pay them their
7 money back.
8 Q. I want to know about your conversation with
9 Mr. Woloson with respect to Nanyah Vegas.
10 A. That's what I just attempted to answer. If I
11 did a poor job, I apologize.
12 Q. Please take another crack.
13 A. When Mr. Woloson and I would discuss -- were
14 discussing Exhibit 1, we discussed all of the investors,
15 including Nanyah Vegas, and so we had multiple
16 discussions in regards to this agreement, Exhibit 1.
17 Okay?
18 I was actually -- at this time, I remember
19 many of the drafts were sent up to Lake Tahoe where I
20 was. I would speak to Mr. Woloson. Sometimes Melissa
21 was on the phone, usually. Every once in a while,
22 Rogich's CPA Pat Sanchez was on the phone as well. So
23 it was a conference call, Mr. Woloson, myself sometimes
24 individually, Mr. Woloson with myself and Melissa
25 Olivas, Mr. Woloson with Ms. Olivas and also

1 Ms. Sanchez.

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

7 Even though at that time Mr. Rogich and I had
8 put a company together and we had made \$30 million
9 together, I trusted Mr. Rogich that he would honor what
10 he told me, but I put it in the agreement just in case
11 something happened to Mr. Rogich and his trust or
12 anybody else would be responsible to pay these guys.
13 And so we put them in the agreement, and Mr. Woloson and
14 I discussed all the different members.

15 At this point time, we didn't include Dunlap
16 and Rietz because I believe Rogich had already paid
17 them, and they accepted par value for what they had
18 invested, and they were out. So we didn't include them
19 in this agreement, but we discussed all the other
20 members, including Nanyah Vegas, who we now know is Yoav
21 Harlap.

22 Q. After you got the money from Mr. Harlap in
23 December of 2007, did you tell Mr. Rogich that you got
24 that money?
25 A. I did.

1 Q. When?

2 A. When we received it. When we received it or
3 the next day.

4 MR. McDONALD: Sorry. Just to clarify, you're
5 referring to the Nanyah Vegas investment, right?

6 MR. LIONEL: I'm talking about the money.

7 MR. McDONALD: The money that Nanyah Vegas
8 invested or just in general?

9 MR. LIONEL: I'm talking about the money.

10 MR. McDONALD: I'll object to the form then.

11 MR. LIONEL: I wasn't aware he had invested
12 any money. We'll get to that.

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

14 BY MR. LIONEL:

15 Q. You had a conversation probably the next day,
16 you say?

17 A. It would have been the day of or the next day.

18 Q. This conversation was where?

19 A. It probably would have been telephonically.

20 Q. What did you tell him?

21 A. That the money had arrived.

22 Q. You told him -- did you tell him how much it
23 was?
24 A. Of course.
25 Q. Tell me the conversation, please, the best you

1 remember it.

2 A. The money arrived in the Eldorado Hills -- the
3 money arrived. It's now in the Eldorado Hills account.
4 There's \$1.5 million that we've been expecting for
5 months now, and Mr. Rogich discussed the fact that Go
6 Global had put in almost \$4 million of money or a little
7 more than \$4 million into Eldorado, Hills, LLC, from the
8 inception of Eldorado Hills, LLC, and at that point,
9 Eldorado Hills, LLC, was going to try to pay Go Global
10 back some of its money.

11 So we discussed that transaction, Yoav Harlap,
12 Nanyah Vegas investing into Eldorado Hills, Eldorado
13 Hills owing Go Global money back. He agreed. Go Global
14 got paid some of its money back. So Go Global ended up
15 with two point something million dollars in Eldorado
16 Hills, LLC.

17 Q. The money from Mr. Harlap was wired. Is that
18 correct?
19 A. I believe so, yes.
20 Q. Wired to where?
21 A. It first went into Canamex Nevada, LLC, I
22 believe.
23 Q. What did you tell Mr. Rogich as to where that
24 money was?
25 A. I told Mr. Rogich that the \$1.5 million from

1 Canamex Nevada, LLC, had now been transferred into
2 Eldorado Hills, LLC's checking account.

3 Q. That was the day after you got it, you say?

4 A. It would have been the day of or the day
5 after, and it could have been telephonically. It could
6 have been at the office that I had an office at with
7 Mr. Rogich. I don't remember.

8 Q. You told him the money was -- had come into
9 Canamex?
10 A. Canamex, uh-huh.
11 Q. You told him that?
12 A. Yes.
13 Q. And that the money had been transferred to
14 Eldorado?
15 A. Correct, which it was.
16 Q. And you had done that?
17 A. Right.
18 Q. As soon as it came in?
19 A. I believe so, yes.
20 Q. The same day?
21 A. Or the day after.
22 Q. And you told him that, and what did he say?
23 A. "Good job. Great. Let's keep going."
24 Q. And you told him the money was for what?
25 A. It was a capital contribution to Eldorado

1 Hills, LLC.

2 Q. From whom?

3 A. At that point, it became Nanyah Vegas. It

4 wasn't just Yoav Harlap.

5 Q. Was it formed at that time?

6 A. Nanyah Vegas?

7 Q. Yes.

8 A. I believe so, yes.

9 Q. And you told him it was from Nanyah Vegas?

10 A. I believe so.

11 Q. For a capital contribution to --

12 A. Eldorado Hills.

13 Q. -- Eldorado Hills?

14 A. Correct.

15 Q. And he said "good" or something to that

16 effect?

17 A. Yeah. I just brought in a million and a half

18 dollars. It's a pretty good day.

19 Q. What else did you tell him?

20 A. I think that was all I told him, Mr. Lionel.

21 Q. Did you have any conversation -- further

22 conversation with him about that million and a half?

23 A. I believe it was mentioned in my previous

24 response. The million and a half just didn't come in as

25 a surprise. It didn't just arrive into our bank account

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1 like poof. You know what I mean? It was planned. We

2 were expecting it.

3 So we had conversations about all the

4 investors, including Nanyah Vegas. So we were expecting

5 the million and a half to arrive. When wires are sent,

6 sometimes they don't get there the same day that the guy

7 says he sent it from overseas or the person or the lady

8 or the company. They might arrive the next day, but we

9 had been expecting his one and a half million dollars

10 for at least a month.

11 Q. So you called Mr. Rogich the next day or

12 whatever it was that a million and a half had come in?

13 A. Correct.

14 Q. Did you tell him that it came into the CanameX

15 Nevada account?

16 A. Yes.

17 Q. And that that was to be an investment in

18 Eldorado. Is that right?

19 A. Yes.

20 Q. Did you tell him anything else --

21 A. Not that I --

22 Q. -- besides what you just said?

23 A. Not that I recall.

24 Q. Did you have any further conversation with him

25 about the million and a half?

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1 A. Not that I recall.

2 Q. And that was to be an investment. Is that

3 correct? And that was to be an investment in Eldorado?

4 A. Correct.

5 MR. LIONEL: Why don't we take a break.

6 (Recess taken.)

7 MR. LIONEL: Back on the record.

8 BY MR. LIONEL:

9 Q. Is it a fair statement that Nanyah Vegas was

10 never given a membership interest in Eldorado?

11 MR. McDONALD: Object to the form.

12 A. That is a technical question. I don't think I

13 have the knowledge to answer it. In my opinion, I think

14 that they should have been, but since the buyout

15 occurred basically within the year that they invested,

16 that was going to be undone by this buyout when Nanyah

17 Vegas was supposed to get paid back.

18 BY MR. LIONEL:

19 Q. No, do you know whether Nanyah Vegas had a

20 membership certificate?

21 A. No.

22 Q. You were manager at the time the money came in

23 to you?

24 A. Correct.

25 Q. And you don't know whether he got a membership

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1 certificate?

2 A. No, I answered no, they didn't get a

3 membership certificate like a piece of paper. I agreed

4 with you that they didn't receive a certificate.

5 Q. Was there a reason it didn't?

6 A. Yeah, I think so.

7 Q. What's the reason?

8 A. At the time and throughout these years, we

9 managed these companies like very closely held

10 companies, family companies, trust, handshake type

11 situations sometimes. At one point, Mr. Rogich made

12 over \$11 million on one transaction.

13 Q. On Eldorado?

14 A. No, in another transaction that I was a member

15 in, and he didn't invest a penny, literally zero. I

16 invested like \$7 million, and I made the same amount as

17 Mr. Rogich. So sometimes we would agree to, "Hey, let's

18 go raise money. You raise what you can raise. I'll

19 raise what I can raise. We'll put it in the same

20 proverbial shoebox. We'll do the deal. Hopefully,

21 knock on wood, we all make money." So sometimes we

22 didn't give a piece of paper.

23 On that prior deal, Mr. Rogich didn't put any

24 money in. So he didn't get a piece of paper that he put

25 any money in, but he still was a partner and made money.

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1 So in the case of Nanyah Vegas, the intention
2 was that they were going to become a member. Of course
3 they invested \$1.5 million. They ended up investing
4 very late in 2007. Technically speaking, should he have
5 received the membership to end the 2007 tax year? He
6 should have.

7 But he invested the \$1.5 million; then that
8 whole ANB Financial/FDIC situation surfaced; the fact
9 that Mr. Rogich had started to run out of money because
10 he said he gave all his money to his ex-wife, like \$8
11 million, and so we were scrambling a little bit to come
12 up with new financing, new loan, new investors. We had
13 just paid off a lot of money to Antonio Nevada in '07,
14 and so we didn't give him the certificate. The
15 intentions were that we would and we should have.

16 When Mr. Rogich came in with the Deus Ex
17 Machina, the cure all, let's fix it all, let's bring in
18 a new investor and we're just going pay everybody, I
19 said, "Okay, just pay everybody."

20 So we shook hands, we signed a piece of paper,
21 and he was going to buy everybody out, but he should
22 have received a certificate.

23 Q. Well, with respect to 2007 and the tax return,
24 why didn't you show him as a member?

25 MR. McDONALD: Object to the form.

1 A. The tax return for Eldorado Hills wasn't
2 completed until late '08. So we're talking about '07.
3 Many times when you're running these companies, you file
4 an extension before April 15, and then you file the
5 return. That would have occurred -- the tax return
6 probably wasn't completed until September of '08.

7 At that point, we were already talking buy
8 out, Eliades and his group coming in -- that's
9 E-l-i-a-d-e-s -- and I probably just wouldn't have kept
10 on top of the fact that Nanyah Vegas' money came in in
11 December instead of January, and I just forgot. So he
12 was going to buy -- he, being Mr. Rogich, was going to
13 buy out the investors. He bought out two of them, as
14 mentioned, and we didn't put him in.

15 But in the end, if you invest a million -- at
16 the end of the day, if you go in and you invest a
17 million and a half with me and you get back a million
18 and a half a year later, there really isn't even a tax
19 consequence. So you just get your money back. So we
20 didn't give him the certificate. Just forgot on when he
21 invested, whether it was December or January, there was
22 a lot of other things going on at the time.

23 Q. Mr. Dunlap was not an investor in Eldorado.

24 A. You're helping me make my point. I agree with
25 you. So was Mr. Rietz, yeah.

1 Q. They were investors in Go Global. They gave
2 the money to Go Global.

3 A. Who put the money into Eldorado Hills, LLC.

4 Q. Under their name, under Go Global.

5 A. Under Go Global, right, but Mr. Rogich wrote
6 checks back individually to Dunlap and Rietz, and he
7 didn't send it back to Go Global because that's the way
8 we manage our companies.

9 You know, I'm sure you might have situations
10 like that with your family members that maybe, "Hey,
11 invest some money with me. I'll get you some money
12 back." I do with my son, you know.

13 Q. Is there anything, any document that shows
14 that Nanyah Vegas was an investor in Eldorado?

15 MR. McDONALD: Object to the form.

16 A. Other than the bank statement for Eldorado
17 that we clearly received a million and a half dollars,
18 the purchase agreement that we referred to today,
19 Exhibit 1, shows that they invested a million and a half
20 dollars. Mr. Rogich signed that.

21 And then the other documents that we haven't
22 reviewed that were the TELD/Eliades agreements where
23 Nanyah Vegas is mentioned as an investor, or I forget
24 what they're called, qualified something or other -- I
25 think it's Exhibit D of that document that we signed

1 with the Eliades group -- they're mentioned in there.
2 So they were investors. The money went into Eldorado
3 Hills, LLC. \$1,500,000 went into Eldorado Hills, LLC.
4 The intention was that they would be a member in
5 Eldorado Hills, LLC.

6 BY MR. LIONEL:

7 Q. You testified that the million and a half had
8 come in by wire directly to the bank and that it would
9 show that it came from Nanyah Vegas. Is that correct?

10 A. The wire came into Canamex Nevada, LLC.

11 Q. When did you learn that?

12 A. I did in December of 2007.

13 Q. You testified this month that the wire came
14 into the bank on behalf of Nanyah Vegas.

15 A. Correct.

16 Q. That testimony was not correct, was it?

17 A. In terms of did the \$1.5 million go into
18 Canamex, or did it go into Eldorado, is that what you're
19 trying --

20 Q. The wire.

21 A. Yes, okay. Right, I may have not remembered
22 if it went directly into Eldorado Hills or Canamex
23 Nevada.

24 Q. So the million and a half came into Camanex
25 (sic).

1 A. Canamex, like Canada and Mexico.
 2 Q. Canamex. I'm sorry. I'm aware of what it
 3 stands for.
 4 And you formed Canamex. It was your company,
 5 right?
 6 A. Right.
 7 Q. And I believe you said you probably owned
 8 half, 50 percent of the interest in there. Is that
 9 correct?
 10 A. That was the intention and then --
 11 Q. Don't you know what you owned, what you had?
 12 A. As we've discussed before, Canamex basically
 13 never took off. So it didn't become a real substantial
 14 entity. The intention of Canamex Nevada was to merge
 15 with the Giroux property. That never occurred. We had
 16 meetings about that with Ken Woloson and Melissa Olivas.
 17 So the company never took off because of the
 18 difficulty with ANB Financial and the FDIC. So I didn't
 19 really remember who owned what in Canamex because in the
 20 end, it really didn't matter because Canamex Nevada
 21 never really got off of its feet. So we basically just
 22 kept everything in Eldorado Hills, LLC.
 23 Q. You testified that the million and a half came
 24 in by wire to the bank in the name of Nanyah Vegas.
 25 A. It came from Yoav Harlap and/or Nanyah Vegas.

1 I'm not sure the sender, what the name of the account
 2 was on it. So...
 3 Q. Let's assume that there is nothing in that
 4 account which shows that the million and a half came
 5 from Nanyah Vegas. Is there anything else -- what are
 6 you looking at now? You shouldn't be looking at any
 7 exhibits unless I'm giving it to you. Do you understand
 8 that?
 9 A. I'm looking at a piece of paper. Do you want
 10 to see it?
 11 Q. Sure.
 12 A. Here you go. That's my piece of paper.
 13 (Document handed to Mr. Lionel.)
 14 Q. Okay. But I don't think you should be looking
 15 at it now.
 16 A. What was your question?
 17 Q. The document you're looking at now, has it got
 18 a number on there?
 19 A. No, this is mine.
 20 Q. Nothing in the right hand --
 21 A. No, just a date.
 22 Q. Did you look at these before you came today?
 23 A. I printed this out just so I could have it
 24 today because I figured you were going to ask me dates.
 25 He's produced this to your associate.

1 Q. Is there any document which shows that the
 2 million and a half came in from Nanyah Vegas as an
 3 investment?
 4 MR. McDONALD: Object to the form.
 5 A. Okay. So you asked me this question more or
 6 less in my opinion already. So I'm going to go back and
 7 I guess I'm going to answer the same thing again.
 8 We have a bank statement from Canamex Nevada
 9 that shows a million and a half came in. That million
 10 and a half came in from Nanyah Vegas and/or Yoav Harlap.
 11 What it says in the actual wire detail I'm not sure, but
 12 it will say something. I don't have that statement. I
 13 thought I did, but I believe your associate has it. So
 14 it should say that.
 15 Then Canamex Nevada transferred the money
 16 into -- all of it, all of the money into Eldorado Hills,
 17 LLC. So we have a bank statement that shows a million
 18 and a half didn't magically appear into Eldorado Hills'
 19 bank account. Really, a million and a half dollars in
 20 addition to the 2.6 million or something that Go Global
 21 invested into Eldorado Hills over the years actually
 22 went into Eldorado Hills, LLC. That's document Number
 23 1. Document Number --
 24 BY MR. LIONEL:
 25 Q. No, no, no. Is there anything on that

1 document that says Nanyah Vegas?
 2 A. I'm going to answer the question, and you can
 3 ask me questions. My answer is, we have a million and a
 4 half dollars that came into Eldorado Hills, LLC. I
 5 don't know what the line item says as to who the sender
 6 was. I don't remember. I don't have the documents in
 7 front of me. If you put the document in front of me,
 8 maybe I can answer it more clearly.
 9 Then second to that bank statement we have the
 10 agreement. We have Exhibit 1. It says Nanyah Vegas,
 11 LLC. They should have been a member in Eldorado Hills,
 12 LLC.
 13 Q. The agreement doesn't say that, does it?
 14 A. No, but the agreement does say, this Exhibit
 15 1, that Nanyah Vegas did invest a million and a half
 16 dollars.
 17 Q. What says that?
 18 A. This is SR002019.
 19 Q. What does it say?
 20 A. It has a list of four different entities.
 21 Q. Four potential claimants?
 22 A. Okay. And it says Exhibit A at the top.
 23 Q. Uh-huh.
 24 A. And then to the right of Nanyah Vegas, LLC,
 25 where it says through Canamex Nevada, LLC, it says

1 \$1,500,000. That's the same exact amount that was
 2 deposited in December of 2007 into the Eldorado Hills,
 3 LLC, bank account.

4 So we called them potential claimants here.
 5 They should have really been a member, but then we also
 6 mentioned them again in the agreements with Eliades that
 7 were signed in October of 2008. So there are documents
 8 that state that he had money owed to him, or he was a
 9 member. He should have had an investment right or
 10 investment interest. What we call it now I don't know,
 11 but certainly a million and a half was sent from
 12 Mr. Harlap on behalf of his entity, Nanyah Vegas, LLC,
 13 and Eldorado Hills, LLC, received that \$1,500,000.

14 So there's three documents I've mentioned to
 15 you now. What they say specifically, I don't have one
 16 of them, so I can't specifically answer your question.

17 Q. Are you sure that that interest for the
 18 million and a half was not in the name of Canamex?

19 MR. McDONALD: Object to the form.

20 A. Yes, because we would have put Canamex Nevada
 21 as the potential claimant on these agreements. So
 22 because Canamex Nevada never really took off as I
 23 described, we never merged with the Giroux property, and
 24 we didn't go into the larger entity, we left everything
 25 in Eldorado Hills, LLC, so Nanyah Vegas' interests just

1 stayed in the 160 acres instead of being part of the 300
 2 acres that it would have become if we merged with the
 3 Giroux land or the Giroux property.

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

6 BY MR. LIONEL:

7 Q. Would you listen to the question, please.

8 A. Sure.

9 (Whereupon, the requested portion of the
 10 record was read by the reporter.)

11 A. The answer was yes, I believe.

12 BY MR. LIONEL:

13 Q. And it was not in the name of Canamex?

14 A. Correct.

15 Q. Are you sure of that?

16 A. I'm pretty sure. Let's say I'm 99.9 percent
 17 sure.

18 Q. All right. And I take it from your answer
 19 that it was never transferred -- that if it was in the
 20 name of Canamex, it was never transferred to Nanyah
 21 Vegas?

22 A. Can you repeat that or reword that a little
 23 bit, please?

24 Q. I'll withdraw it.

25 A. Deal.

1 Q. Did you ever notify Mr. Harlap that he had an
 2 interest in Eldorado?

3 A. Yes.

4 Q. When did you tell him that?

5 A. Several times.

6 Q. Does he know about this lawsuit?

7 A. He does.

8 Q. Has he seen a copy of the complaint or the
 9 amended complaint?

10 A. I believe so.

11 Q. When is the last time you talked with him?

12 A. I think January of 2014, of this year.

13 Q. Was he in Israel at the time?

14 A. Correct.

15 Q. When did you become aware that Mr. Rogich had
 16 transferred his Eldorado interest to TELD?

17 A. This kind of goes in line with some of our
 18 prior conversations. When Mr. Rogich indicated that he
 19 had quote-unquote transferred his interest for free, he
 20 wouldn't have said TELD. So, in other words, he would
 21 have probably said Eliades or Pete, just like I'll refer
 22 to Nanyah as Yoav. Okay? So I don't believe he ever
 23 said TELD.

24 When he had -- when we had the conversation,
 25 Sig and I, I believe it was in the fall, I want to say

1 October of 2012. Other than that conversation, I didn't
 2 know anything prior to. He never said anything to me.

3 Q. What did he say to you at that time?

4 A. That he had transferred his interests, or I
 5 don't know if he used those words exactly, but basically
 6 he walked away from his investment in Eldorado Hills,
 7 LLC.

8 Q. Was this on the telephone?

9 A. Telephone.

10 Q. He called you?

11 A. At the time, we had been talking regularly.
 12 So I don't know if he called me or I called him. I was
 13 in my Post Road office, though.

14 Q. At the time you talked with him?

15 A. In that fall of 2012, correct.

16 Q. And when he said he transferred his interests,
 17 did he say to who he transferred it, to Pete or anything
 18 like that?

19 A. He probably would have said Pete.

20 Q. And what did you say?

21 A. That was almost an afterthought of our
 22 conversation. We were talking about something else and
 23 dealing with something else predominantly. He kind of
 24 mentioned that at the end. I said something to the
 25 effect of, "That doesn't sound right; what did you get

1 for it?" And he said, "Nothing," and I said, "Well, you
 2 can't do that." So I said -- but I mean, it wasn't
 3 really acrimonious. You know, I wasn't upset. I just
 4 said, "You can't do that," and then he said, "Well, I
 5 had to do it," and I said, "Well, we're going to have to
 6 talk about it later, Sig," or, "I'm going to have my
 7 lawyer look at that."
 8 Q. Did he say why he had to do it?
 9 A. I don't remember if he said what was the
 10 reason. I kind of thought it was laughable.
 11 Q. Why?
 12 A. At this point, in 2012, the market started to
 13 recover some. In terms of the market, I mean the real
 14 estate market. The property had already been free and
 15 clear of debt. So the FDIC had been paid. I already
 16 knew that. So we have a 160-acre property with
 17 utilities, an 89,000 square-foot warehouse, a
 18 functioning gun club that's pretty successful. I know
 19 that there's calls on the property from interested
 20 buyers. I'm in real estate. So I'm aware.
 21 And unless you're in a philanthropic mood,
 22 which I haven't known Sig to be that often, you're not
 23 going to walk away from a 40 percent interest in what's
 24 potentially a 30 to 40 million-dollar asset without some
 25 type of angle or some type of ulterior motive. You

1 don't just walk away for free, you know, from a
 2 multimillion-dollar investment, especially you don't do
 3 it -- I think it's laughable -- especially you don't do
 4 it when you know that there was a 2008 agreement, and
 5 you had people that you had told, or specifically me,
 6 that you would buy them out, and you never called them
 7 on the phone prior to, kind of like almost, almost as
 8 easy as if you and you I were going to dinner and you
 9 got caught up and say, "Hey, Carlos, I can't make it
 10 tonight; I apologize."
 11 He never even called and said, "Hey, I'm
 12 having these problems. I'm thinking about giving away
 13 my interests." It's almost like, "We're not going to be
 14 able to meet for dinner tonight." It's that simple to
 15 do, and he doesn't call me and say, "I'm giving my
 16 interest in a multimillion-dollar asset away for free"
 17 and doesn't give me the opportunity to say, "Hey, I'll
 18 take that. If you're going to give it away, I think I
 19 would like it since you owe us the money," us being Ray,
 20 the Ray Family Trust, and Alexander Christopher Trust or
 21 Go Global and Nanyah Vegas, "since you owe us the money
 22 anyway, I have a great idea for you, Mr. Rogich, how
 23 about you just give me your 40 percent. That sounds
 24 like a fair deal."
 25 You don't just give it away. If you're

1 playing doubles at Wimbledon, you just don't serve the
 2 ball in the stands on purpose. You're going to try to
 3 hit it in the box. Sig didn't even hit his in the box,
 4 didn't even try. That's why it's laughable.
 5 Q. Well, these are your arguments.
 6 A. Well, you asked me why was it laughable. So
 7 now I think it's laughable, and I still think it's
 8 laughable today because it's a multimillion-dollar
 9 asset.
 10 Q. Did you have any other conversations with
 11 Mr. Rogich about his transfer?
 12 A. I believe Mr. McDonald sent him a letter, and
 13 then -- and then it was referred to a Spilotro attorney,
 14 that's related to the famous Spilotro, who commented
 15 back and gave us the same story, which was doubly
 16 laughable because it actually came from a lawyer.
 17 Q. Did you speak to Mr. Spilotro?
 18 A. I don't think so. I think Mr. McDonald did.
 19 Q. You don't know?
 20 A. Mr. McDonald spoke to Mr. Spilotro.
 21 Q. I take it you had no further conversation with
 22 Mr. Rogich except the one time you testified to about
 23 this?
 24 A. I don't remember if we spoke again about it.
 25 We may have.

1 Q. But you have no recollection that you did?
 2 A. I had Mr. McDonald send him a letter, and then
 3 they -- they copied each other back and forth. Whether
 4 I spoke to Sig or not about this laughable event, I
 5 don't remember.
 6 Q. Who covered each other back and forth?
 7 A. Letters, responses from Spilotro to the
 8 McDonald Law Office, Brandon McDonald right here. There
 9 was letters sent back and forth, maybe a letter, two
 10 letters, and there was conversations.
 11 So then Mr. McDonald would call me and let me
 12 know about the conversation. I don't remember if Sig
 13 was involved or I called Sig back about it.
 14 Q. When did Mr. McDonald send the letter?
 15 A. After the fall of 2012.
 16 Q. After the fall?
 17 A. The fall season of 2012, let's say around
 18 October 2012, Mr. McDonald would have sent a letter to
 19 Mr. Rogich, I believe, sometime after that, and then
 20 somehow Mr. Spilotro got ahold of Mr. McDonald on behalf
 21 Sig Rogich.
 22 Q. And you've seen that correspondence?
 23 A. I don't know. I think I might have just
 24 spoken to Mr. McDonald about it. I don't think I have
 25 seen it, no.

1 Q. Do you know Peter Eliades?
 2 A. I've met him a few times.
 3 Q. Did you ever talk with him about Eldorado?
 4 A. No. I mean, only the time that we sat in the
 5 conference room at --
 6 Q. At Halloween?
 7 A. No, no, no. We actually sat in the conference
 8 room, I think -- is it Steel, Hector & Davis, or what's
 9 the other large law firm that he used over at Howard
 10 Hughes prior to Halloween and Mr. --
 11 Q. This would be in October of '08?
 12 A. Yes. So it was probably a week before, and we
 13 sat there for like four hours. I spoke to Mr. Eliades
 14 about it.
 15 Q. Talking to Mr. Eliades?
 16 A. Yes, not only Mr. Eliades but Mr. Flangas was
 17 in there, and Mr. Eliades' son was in there,
 18 Mr. Eliades' daughter who I think he owned the club with
 19 was in there, and the lawyers were in there, along with
 20 Sig and maybe Melissa Olivas, and so we talked about
 21 Eldorado quite a bit.
 22 Q. Why did you wait until July 2013 to sue?
 23 A. So I get a phone call, or Sig and I are
 24 talking in the fall of 2012, and he tells me that he
 25 gave away his interests. I almost don't even believe

1 him. Okay? I'm not going to explain that part again,
 2 but I almost don't believe him. So I said huh.
 3 Q. I didn't ask you about that.
 4 A. So -- okay. So the question that you asked me
 5 was why did I wait until July of 2013.
 6 Q. Yes.
 7 A. Okay. So I can't answer that with a yes or a
 8 no. So I have to tell you why I waited. So if you want
 9 to listen to my explanation --
 10 Q. I asked the question.
 11 A. But you're actually now interrupting me. So
 12 I'm going to tell you why I waited. Okay? So I told
 13 you that in October of 2012 Mr. Rogich and I speak. I
 14 almost don't believe him. He tells me this fact or
 15 fabrication, whatever, imagination. I don't know what
 16 it is. I haven't seen a document at the time that he
 17 gave away his interests. So I call Mr. McDonald.
 18 Mr. McDonald sends a letter. It takes awhile for them
 19 to respond. It takes awhile for Mr. Rogich and/or
 20 Mr. Spilotro to respond.
 21 There is some communication back and forth. I
 22 eventually go over to Mr. MacDonald's office maybe in
 23 the spring of 2013. It wasn't an emergency. The
 24 building isn't on fire. So we finally talk. "Hey, what
 25 are we going to do about this? Are these guys" -- I

1 asked Mr. McDonald, "Is there any chance that we
 2 compromise, or any chance that he's going to pay us, any
 3 chance that he's going to retract what he said?"
 4 "It doesn't seem like it," Mr. McDonald
 5 answers, and says, "Mr. Spilotro is basically holding
 6 firm on the same story that you've told me, Carlos," and
 7 I said, "Hum. So what are we going to do? Do we have
 8 to sue him?" And Mr. McDonald said, "Yeah, we probably
 9 have to sue him."
 10 By the time that he got to it, it was July
 11 2013.
 12 Q. Is there any provision in the agreement about
 13 transferring interests, doing what Mr. Rogich did?
 14 MR. McDONALD: Object to the form, calls for a
 15 legal conclusion.
 16 A. You have to ask a lawyer that question. I
 17 don't understand if there is a provision fully. My
 18 understanding of the agreement is that if Mr. Rogich
 19 receives money for his interest, he's supposed to pay me
 20 from the moneys that he received.
 21 I believe that Mr. Rogich probably did receive
 22 something, but that's now become conveniently nebulous
 23 or gray or unknown or private or under the table. So is
 24 there -- if he received something, he's supposed to pay.
 25 Is there something in here that says Mr. Rogich isn't

1 supposed to come up with this great idea to screw his
 2 partners out of money? No, it doesn't say that.
 3 BY MR. LIONEL:
 4 Q. Well, I'd like a straight answer, yes or no.
 5 Is there any provision in the agreement against
 6 transferring his interests?
 7 MR. McDONALD: Objection.
 8 A. My straight answer is my understanding of the
 9 agreement is that I and the other investors are supposed
 10 to get paid by Mr. Rogich when Mr. Rogich receives
 11 something. So in my understanding, the whole agreement
 12 is a provision that says he's not supposed to give away
 13 his interests for free in a multimillion-dollar
 14 property. The whole Exhibit 1 is a provision. That's
 15 my answer.
 16 BY MR. LIONEL:
 17 Q. That's all you know. I mean, you've read
 18 that. You understand the agreement. Is there such a
 19 provision?
 20 A. My answer is this entire Exhibit 1 should
 21 serve as a provision that Mr. Rogich isn't to magically
 22 make equity disappear in a multimillion-dollar asset.
 23 Again, let me be clear. This entire Exhibit 1 serves as
 24 a provision.
 25 Q. Can you point it out? The entire agreement?