

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

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4 Electronically Filed
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6 Elizabeth A. Brown
7 Clerk of Supreme Court

8 NANYAH VEGAS, LLC, A Nevada limited
9 liability company,

10 Appellant,

11 v.

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

21 Respondents.

22 AND RELATED MATTERS.

Supreme Court No. 79917

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

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

23 **JOINT APPENDIX VOL. 18**

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 Attorney for Appellant

<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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

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

1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
15	Attorneys' Fees			
16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
	Family Irrevocable Trust's			
	Motion for Attorneys' Fees			
	and Costs			
	Defendant's Reply in	12/30/14	4	JA_000759-764
	Support of Motion for			
	Award of Attorneys' Fees			
	Defendants' Answer to	4/24/17	4	JA_000831-841
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1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
11				
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
14				
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

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

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

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

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

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

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

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

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

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

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

1	Nanyah Vegas, LLC's Reply	5/15/18	8	JA_001826-1829
2	in Support of Motion to			
3	Continue Trial and to set			
4	Firm Trial Date			
5	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009033-9040
6	in Support of Motion to			
7	Retax Costs submitted by			
8	Eldorado Hills, LLC, Peter			
9	Eliades, Individually and as			
10	Trustee of the Eliades			
11	survivor Trust of 10/30/08,			
12	and Teld, LLC's			
13	Memorandum of Costs and			
14	Disbursements			
15	Nanyah Vegas, LLC's Reply	1/23/2020	37	JA_009041-9045
16	in Support of its Motion to			
17	Retax Costs Submitted by			
18	Sigmund Rogich,			
19	Individually and as Trustee			
20	of the Rogich Family			
21	Revocable Trust, and			
22	Imitations, LLC's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Nanyah Vegas, LLC's Reply	3/27/19	25	JA_006114-6134
	in Support of Motion to			
	Settle Jury Instructions			
	Based Upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
	Judgment			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K by using the Supreme Court Electronic Filing System:

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DATED: This 9 day of July, 2021.



JODI ALHASAN

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

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

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

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

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

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

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

21 Under the original Eldorado Operating Agreement Rogich was called out as a
22 member of Eldorado and the Rogich Trust was a manager. See Exh. 2, Exh. A. Under
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24
25 ¹⁸ The Nevada Supreme Court often looks to Delaware law on corporate law matters
26 when there is no case law on point. See Am. Ethanol, Inc. v. Cordillera Fund, L.P., 252
27 P.3d 663, 667 (Nev. 2011) (looking to Delaware corporate law on the scope of “fair
28 value” in corporate buyouts); Shoen v. SAC Holding Corp., 122 Nev. 621, 633–34, 137
P.3d 1171, 1179-80 (2006) (applying Delaware law’s particularity requirements for
pleading demand futility).

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

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

16 The Eliades Defendants separately argue that the intra-corporate conspiracy
17 doctrine immunized the Eliades Defendants from Nanyah's conspiracy claim. The intra-
18 corporate conspiracy doctrine is not applicable to this case. This is because there is no
19 claim of conspiracy asserted against Eldorado. The intra corporate conspiracy doctrine
20 only applies to claims asserted by and between the corporation and others. When the
21 corporation is not implicated in the conspiracy claim, there is no intra corporate
22 conspiracy doctrine application. In re Derivium Capital, LLC, 380 B.R. 407, 418 (Bankr.
23 D.S.C. 2006) ("Under this doctrine, agents of a corporation cannot be liable for
24
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26
27 ¹⁹ See also Simons' Aff., at ¶17.

28 ²⁰ See also Simons' Aff., at ¶18.

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

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

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

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

15
16 **D. NANYAH'S DAMAGES ARE UNDISPUTED AND ADMITTED.**

17 In a clear demonstration of bad-faith litigation tactics, the Eliades Defendants'
18 motion baselessly asserts that summary judgment should be entered in their favor
19 because Nanyah cannot prove its damages. Mot., p. 13. Not only is the fact of
20 Nanyah's \$1.5 million investment undisputed--it cannot be contested by the Eliades
21 Defendants pursuant to NRS 47.240(2). Specifically, NRS 47.240(2) establishes a
22 conclusive presumption of the truth of this fact because Nanyah's \$1.5 million
23 investment into Eldorado is repeatedly affirmed in the recitals to multiple contracts
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1 entered into by defendants.²¹ See Purchase Agreement, Recital A, Eldorado
2 Amended and Restated Operating Agreement, Recitals A & B. Accordingly, the Eliades
3 Defendants are barred from contesting Nanyah's \$1.5 million investment into Eldorado
4 and the Court must establish such investment as a matter of undisputed fact in these
5 proceedings.
6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

²³ See also Simons' Aff., at ¶21.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 A. Yes.

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

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

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

24 ///

25 ///

26 ///

27 ///

28

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

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

14 **V. CONCLUSION.**

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

25 ///
26
27
28

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

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

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

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9

10 _____
11 MARK G. SIMONS
12 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
OPPOSITION TO ELIADES DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
AND COUNTERMOTION FOR SUMMARY JUDGMENT on all parties to this action via
the Odyssey E-Filing System:

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DATED this 19th day of June, 2018.

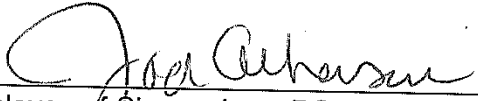
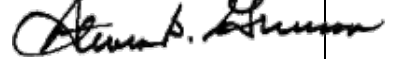

Employee of Simons Law, PC

EXHIBIT LIST

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EXHIBIT C



RIS (CIV)

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

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

Hearing Date: 7/26/18

Hearing Time: 10:30 a.m.

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

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

9 DATED this 19th day of July, 2018.

10 BAILEY ♦ KENNEDY

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

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

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I. INTRODUCTION**

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

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

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

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

16 II. ADDITIONAL UNDISPUTED FACTS

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

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

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

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

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

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

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

QUALIFICATION OF REPRESENTATIONS OF *[THE ROGICH TRUST]*

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

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

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

³ See generally Ex. 1-C to Mot.

⁴ See generally Ex. 1-D to Mot.

⁵ Mot., 7:1-9:3.

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

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

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

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

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

14 A Yes.

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

16 A That’s the way it was.⁸

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

20 ///

21 ///

22 ///

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

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

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

1 III. ARGUMENT RELATING TO MOTION

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

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

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

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

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

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

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

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

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

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

¹³ Opp’n to Eldorado MSJ, 15:5-9.

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

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

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

IV. ARGUMENT RELATING TO COUNTERMOTION FOR SUMMARY JUDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ¹⁹ *Id.*, 14:7-11.

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

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

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

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

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

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

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

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

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

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

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

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

27 ²⁴ *Id.*, § 2.6; § 5.3.

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

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

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

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

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

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

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

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

26 ²⁷ Exs. 2-A and 2- B to Mot.

27 ²⁸ *Id.*

28 ²⁹ Exs. 2-B, 2-D, and 2-E to Mot.

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

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

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V. CONCLUSION

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

DATED this 19th day of July, 2018.

BAILEY ♦ KENNEDY

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

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

CERTIFICATE OF SERVICE

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

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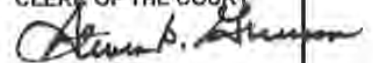
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EXHIBIT D



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CARLOS HUERTA,

Plaintiff,

vs.

ELDORADO HILLS LLC, et al.,

Defendants.

CASE NO. A-13-686303-C
DEPT NO. XXVII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NANCY ALLE, DISTRICT COURT JUDGE

RE: MOTIONS

THURSDAY, JULY 26, 2018

APPEARANCES:

FOR THE NANYAH VEGAS:

MARK. G. SIMONS, ESQ.

FOR ELDORADO HILLS TELD
ELIADES ENTITIES:

JOSEPH A. LIEBMAN, ESQ.

FOR ROGICH TRUST:

SAMUEL S. LIONEL, ESQ.

RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 LAS VEGAS, CLARK COUNTY, NEVADA, JULY 26, 2018, 10:40 A.M.

2 * * * * *

3 THE COURT: And I'm going to ask the parties to set
4 up for Huerta versus El Dorado Hills, and we'll call that case
5 just in a minute.

6 MR. SIMONS: -- Vegas.

7 THE COURT: Thank you, Mr. Simons.

8 MR. LIONEL: Samuel Lionel representing the Rogich
9 Trust.

10 THE COURT: Thank you, Mr. Lionel.

11 MR. LIEBMAN: Good morning, Your Honor. Joseph
12 Liebman on behalf of Eldorado Hills, Pete Eliades and TELD LLC
13 and the Eliades Trust.

14 THE COURT: Thank you, Mr. Liebman.

15 All right. So we've got a number of matters on
16 today. We have the Eliades motion -- Eliades motion to strike
17 untimely countermotions, the Rogich defendant's motions for
18 expedited hearing on pending motions on order shortening time,
19 and then we have two summary judgments -- Eldorado's motion for
20 summary judgment, again, opposition and countermotion; Eliades
21 motion for summary judgment, opposition and countermotion.

22 What I'd like to do is, I think, argue the Eldorado
23 Hills motion for summary judgment first, take the opposition,
24 countermotion, and we'll exhaust that, and we'll get to the
25 second motion for summary judgment.

JD Reporting, Inc.

1 MR. LIEBMAN: Okay.

2 THE COURT: That's the way we briefed them. That's
3 the way -- if you think it makes sense to do it in a different
4 order, I'll consider that.

5 MR. LIEBMAN: The only thing I was potentially
6 thinking is maybe handling the motion to strike first so we
7 know whether or not we have to talk about the countermotion,
8 but it's completely up to you.

9 THE COURT: The motions to strike, I regularly deny
10 motions to strike given the Supreme Court's direction that we
11 should consider merits, matters on the merits.

12 MR. LIEBMAN: Okay.

13 THE COURT: But I'd rather take that up in the
14 context of the argument.

15 MR. LIEBMAN: That's fine, Your Honor.

16 THE COURT: Thank you, Mr. Liebman.

17 MR. LIEBMAN: With respect to the Eldorado Hills
18 motion --

19 THE COURT: And to let you guys know, I had to
20 schedule a conference call in another case that has discovery.
21 It's in the middle of a deposition. That's at 11:15. If we're
22 not concluded, we'll have to take a break at that point.

23 MR. LIEBMAN: Understood, Your Honor.

24 THE COURT: Thank you.

25 MR. LIEBMAN: I'll do my best to work through it

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.

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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

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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.

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 countermotion, 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 rescissory 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 countermotion as
7 well?

8 MR. LIEBMAN: Yeah. I mean, the countermotion
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.)

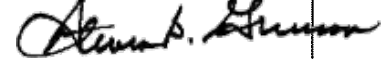
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ATTEST: I do hereby certify that I have truly and correctly
transcribed the audio/video proceedings in the above-entitled
case.

Dana P. Williams

Dana L. Williams
Transcriber

EXHIBIT E



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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”)

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

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

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

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

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

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

viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”

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

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

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

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

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

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

- i. The January 1, 2012, Membership Interest Assignment Agreement was not executed until sometime in August, 2012.
 - ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been paid.
 - iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company...as of the date hereof...(Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado)."
 - iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
 - v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."
 - vi. The Eliades Defendants never informed Nanyah of this agreement and/or that they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
 - vii. The Eliades Defendants have no knowledge or understanding when Nanyah discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
 - viii. Nanyah was not a party to this agreement.
6. Any finding of fact set forth herein more appropriately designated as a conclusion of law shall be so designated.

CONCLUSIONS OF LAW

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

27 ¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. 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

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

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

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

ORDER

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

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

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

///

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///

For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for

Summary Judgment is DENIED.

DATED this 1 day of Oct., 2018.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By:

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By:

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

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By:

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-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
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
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BAILEY ❖
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JOSEPH A. LIEBMAN
Direct Dial
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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_004329

1 **ORDR (CIV)**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

4 JOSEPH A. LIEBMAN

5 Nevada Bar No. 10125

6 **BAILEY ♦ KENNEDY**

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11 DKennedy@BaileyKennedy.com

12 JLiebman@BaileyKennedy.com

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”) Counter
5 motion for Summary Judgment (the “Counter motion 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

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

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

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

- 24 i. “The Rogich Trust will retain a one-third (1/3rd) ownership interest in
25 [Eldorado] (subject to certain possible dilution or other indemnification
26 responsibilities assumed by the Rogich Trust in the Purchase Documents).”
- 27 ii. “The Rogich trust shall indemnify and hold the Flangas Trust and Teld
28 harmless from and against the claims of any individuals or entities claiming to

1 be entitled to a share of profits and losses other than the Rogich Trust, the
2 Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation
3 in profits and losses by each of the Flangas Trust and Teld.”

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

- 6 i. “Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
7 Nevada limited-liability company...as of the date hereof...(Within the Rogich
8 40% is a potential 1.12% interest of other holders not of formal record with
9 Eldorado).”
10 ii. “Rogich has not, other than as previously stated, transferred, sold, conveyed
11 or encumbered any of his Forty Percent (40%) to any other person or entity
12 prior to this Agreement, except for the potential claims of .95% held by The
13 Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.”
14 iii. “Rogich will cause the satisfaction of the Teld note at Closing and Eliades
15 will receive at closing good and absolute title free of any liens, charges or
16 encumbrances thereon.”

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

19 **CONCLUSIONS OF LAW**

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

28 ¹ Other jurisdictions are in accord. *Van Sickie 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.

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

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 Countermotion for
3 Summary Judgment is DENIED.

4
5 DATED this ____ day of _____, 2018.

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DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

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

Approved as to Form and Content:

SIMONS LAW

By: DID NOT APPROVE
Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 8950
ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

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

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
SIMONS LAW, PC
6490 S. McCarran Blvd., Ste. C-20
Reno, NV 89509
T: (775) 785-0088
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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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775-785-0088 | MARK@MGSIMONSLAW.COM

JA_004340

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, NRCPC 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 NRCPC 56(c)) on which this Court granted summary judgment necessitating the submission of Nanyah's Order—which Order is in compliance with NRCPC 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 NRCPC 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

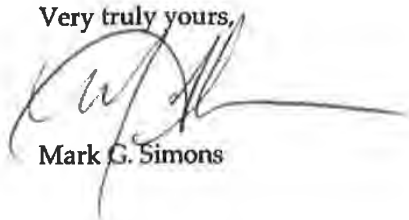
Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The question of the interpretation of a contract when the facts are not in dispute is a question of law.").

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_004342

EXHIBIT 1

EXHIBIT 1

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

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

உயர்வு மூலம் உயர்வு மூலம் உயர்வு மூலம் உயர்வு மூலம்

Case Type: **Breach of Contract**
 Subtype: **Other**
 Date Filed: **07/31/2013**
 Location: **Department 27**
 Case Number: **A686303**
 Case Court No.: **68823**
67595
70492

RELATED CASE INFORMATION

Related Cases

A-16-746239-C (Consolidated)

PARTY INFORMATION

**Consolidated Ellades, Peter
Case Party**

Lead Attorneys
Dennis L. Kennedy
Retained
7025628820(W)

Consolidated Peter Eliades as Trustee of the Eliades Case Party Survivor trust of 10/30/08

Dennis L. Kennedy
Retained
7025628820(W)

Consolidated Case Party **Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC**

Samuel S. Lionel
Retained
7023838888(W)

Consolidated TELD, LLC
Case Party

Dennis L. Kennedy
Retained
7025628820(W)

Counter Claimant **Eldorado Hills LLC**

Dennis L. Kennedy
Retained
7025628820(W)

Counter Defendant **Alexander Christopher Trust**

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

Counter Defendant **Go Global Inc**

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

Counter Defendant **Huerta, Carlos A**

Defendant Eldorado Hills LLC

Dennis L. Kennedy
Retained
7025628820(W)

Other Plaintiff Go Global Inc

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

Plaintiff **Alexander Christopher Trust**

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

9/5/2018

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

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

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 Countermotion 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

1 **ORDR (CIV)**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

4 JOSEPH A. LIEBMAN

5 Nevada Bar No. 10125

6 **BAILEY & KENNEDY**

7 8984 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148-1302

9 Telephone: 702.562.8820

10 Facsimile: 702.562.8821

11 D.Kennedy@BaileyKennedy.com

12 J.Liebman@BaileyKennedy.com

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 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. ~~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.,

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

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

The Relevant Agreements

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

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

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

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

obligation. The Exhibit A Affidavit include Nanyah's and my
\$1,500,000.00 investment.

i-ii

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

The October 30, 2008 Membership Interest Purchase Agreement identifies
Nanyah'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 Nanyah, as
referred to in Section 8 of the Agreement). Exhibit D also memorializes
Nanyah's \$1,500,000 investment into Eldorado.

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 _____ (Nanyah), each of whom invested or otherwise
advanced _____ funds _____ (if it is the current interest of Seller (Rogich and the
Rogich Trust) that such amounts be confirmed or converted to debt _____

iii. Nanyah 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. Nanyah acknowledged that it was always the responsibility of Rogich and the
Rogich Trust to repay Nanyah's \$1.5M 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

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1 receive at Closing good and absolute title thereto free of any liens, charges or
2 encumbrances thereon." {cite}

3 ix. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from
4 any and all the claims of Eddyline Investments, LLC, Ray Family Trust,
5 Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or
6 otherwise advanced the funds, plus certain possible claimed accrued interest."
7 {cite}

8 ix. "It is the current intention of [the Rogich Trust] that such amounts be
9 confirmed or converted to debt, with no obligation to participate in capital
10 calls or monthly payments, a pro-rata distribution at such time as [Eldorado's]
11 real property is sold or otherwise disposed of. Regardless of whether this
12 intention is realized, [the Rogich Trust] shall remain solely responsible for any
13 claims by the above referenced entities set forth in this section above." {cite}

14 x. "The 'pro-rata distributions' hereinabove referenced shall mean equal one-
15 third shares pursuant to the ownership set forth in Section 3 above, provided,
16 that any amounts owing to those entities set forth on Exhibit 'D,' or who shall
17 otherwise claim an ownership interest based upon contributions or advances
18 directly or indirectly to [Eldorado] made prior to the date of this agreement,
19 shall be satisfied solely by [the Rogich Trust]." {cite}

20 ix. "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's]
21 ownership interest in [Eldorado] to one or more of the entities set forth in
22 Exhibit 'D' to satisfy any claims such entity may have." {cite}

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

- 25 i. "The Rogich Trust will retain a one-third (1/3rd) ownership interest in
26 [Eldorado] (subject to certain possible dilution or other indemnification
27 responsibilities assumed by the Rogich Trust in the Purchase Documents)."
28 {cite}

- 1 10. "The Rogich trust shall indemnify and hold the Flangas Trust and Teld
2 harmless from and against the claims of any individuals or entities claiming to
3 be entitled to a share of profits and losses other than the Rogich Trust, the
4 Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation
5 in profits and losses by each of the Flangas Trust and Teld." (cite)
- 6 #-iii. The terms and conditions of the October 30, 2008 Membership Interest
7 Purchase Agreement were incorporated by reference into the October 30,
8 2008 Amended and Restated Operating Agreement. Recital A.
- 9 d. **January 1, 2012 Membership Interest Assignment Agreement between the**
10 **Rogich Trust and the Eliades Trust:**
- 11 i. The January 1, 2012, Membership Interest Assignment Agreement was not
12 executed until sometime in August, 2012.
- 13 ii. As of August 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
14 paid.
- 15 i.iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
16 Nevada limited-liability company...as of the date hereof...(Within the Rogich
17 40% is a potential 1.12% interest of other holders not of formal record with
18 Eldorado)." (cite)
- 19 ii. iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed
20 or encumbered any of his Forty Percent (40%) to any other person or entity
21 prior to this Agreement, except for the potential claims of .95% held by The
22 Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
23 (cite)
- 24 v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades
25 will receive at closing good and absolute title free of any liens, charges or
26 encumbrances thereon." (cite)
- 27 vi. The Eliades Defendants never informed Nanyah of this agreement and/or that
28 they were acquiring the remainder of the Rogich Trust's interest in Eldorado,

1 vi. The Elhades 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. 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 or debt. However, there is nothing in
10 the Purchase Agreement that states Elhades, the Elhades 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 Elhades 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 Elhades~~
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
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. Sireator 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 11.13. 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 12.14. 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 13.15. 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 15.17. 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.

14.18. 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.

14.19. "[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).

14.20. 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.

14.21. 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.

20.22. 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 Counter-motion for
6 Summary Judgment is **DENIED**.

7
8 DATED this ____ day of _____, 2018.

9
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

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

22 Approved as to Form and Content:

23 **SIMONS LAW**

24 By:

25 Mark Simons, Esq.
26 6490 South McCarrin Blvd., # 20
27 Reno, NV 8950

28 ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By:

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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;
and/or ROE CORPORATIONS I-X, inclusive,

Defendants.

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

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

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

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

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

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

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

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

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

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.

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

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.”

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

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

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

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

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

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

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

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

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

20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

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

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

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

ORDER

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

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

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

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

DATED this ____ day of _____, 2018.

DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

By: 

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By: _____

Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
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*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

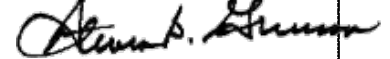
Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: _____

Samuel Lionel, Esq.
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*Attorneys for Defendants Sig Rogich,
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LLC*

EXHIBIT G



NEOJ

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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
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Trust established in Nevada as assignee
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Nevada corporation; NANYAH VEGAS,
LLC, A Nevada limited liability company,

Plaintiffs,

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Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

NOTICE OF ENTRY OF ORDER

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NOTICE OF ENTRY OF ORDER

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

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

DATED this 5th day of October, 2018.

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



MARK G. SIMONS
Attorney for Nanyah Vegas, LLC

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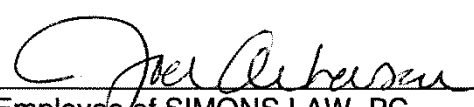
CERTIFICATE OF SERVICE

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-

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DATED this 8th day of October, 2018.



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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	10

EXHIBIT 1

EXHIBIT 1



ORDER (CIV)

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Attorneys for Nanyah Vegas, LLC

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CONSOLIDATED WITH:

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

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

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

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

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

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

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

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

viii. “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, shall be satisfied solely by [the Rogich Trust].”

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

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

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

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

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

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

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

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

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

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

v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at closing good and absolute title free of any liens, charges or encumbrances thereon."

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

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

viii. Nanyah was not a party to this agreement.

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

CONCLUSIONS OF LAW

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

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

- explicit language contained in the October 30, 2008 Membership Interest Purchase Agreement (whereby Teld purchased some of the Rogich Trust's membership interests) confirms that the Eliades Defendants would not be responsible for the Rogich Trust's obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the Eliades Defendants purchased all of their Eldorado membership interests free and clear from any type of encumbrance. Nanyah was not a party to this agreement.
14. Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).
15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
16. A tortious implied covenant claim will only arise in “rare and exceptional circumstances.” *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134 P.3d 698, 702 (2006) (citation omitted).
17. Further, “the implied covenant or duty of good faith and fair dealing does not create rights or duties beyond those agreed to by the parties.” 17A C.J.S. Contracts § 437.
18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing within the relevant agreements which imposes any sort of obligation on the Eliades Defendants for Nanyah's benefit.
19. “[C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort.” *Cadle Woods v. Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants

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

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

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

ORDER

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

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

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

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

DATED this 1 day of Oct., 2018.

Nancy L. Alif
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

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

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

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

EXHIBIT H

ORDR (CIV)

Mark G. Simons, Esq., NSB No. 5132

SIMONS LAW, PC

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,

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

**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

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

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.

28 ///

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

1 each of the Flangas Trust and Teld."

2 iii. The terms and conditions of the October 30, 2008 Membership Interest Purchase
3 Agreement were incorporated by reference into the October 30, 2008 Amended
4 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
8 not executed until sometime in August, 2012.
- 9 ii. As of August, 2012, the alleged debt owed to Nanyah of \$1,500,000.00 had
10 not been paid.
- 11 iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC,
12 a Nevada limited-liability company...as of the date hereof...(Within the
13 Rogich 40% is a potential 1.12% interest of other holders not of formal
14 record with Eldorado)."
- 15 iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed or
16 encumbered any of his Forty Percent (40%) to any other person or entity prior
17 to this Agreement, except for the potential claims of .95% held by The Robert
18 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
20 Eliades will receive at closing good and absolute title free of any liens,
21 charges or 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

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

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

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

10. 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 Par. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹

11. Further, "[a]n 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.' *Id.* at 933 (citation omitted).

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¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 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.

27 ///

28 ///

- 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.

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28
DISTRICT COURT JUDGE

Submitted by:

Approved as to Form and Content:

SIMONS LAW

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

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

Approved as to Form and Content:

FENNEMORE 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 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

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

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

USE BLACK INK ONLY - DO NOT HIGHLIGHT	ABOVE SPACE IS FOR OFFICE USE ONLY
1. Name of Limited Liability Company: <i>(must contain "limited liability company" or "limited liability")</i>	CaneMex Nevada, LLC <div>Check box if a Series Limited Liability Company <input type="checkbox"/></div>
2. Resident Agent: <i>Name and Street Address (must be a Nevada address; same person may be record)</i>	Sumner Rollandas Name 3060 E. Post Rd., Suite 110 (MANDATORY) Physical Street Address Las Vegas City Nevada State 89120 Zip Code (OPTIONAL) Mailing Address City State Zip Code
3. Dissolution Date: <i>(OPTIONAL; see instructions)</i>	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: <i>(attach additional pages if more than 5)</i>	Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address Las Vegas City NV State 89120 Zip Code Name Address City State Zip Code Name Address City State Zip Code
6. Name, Address and Signature of Organizer: <i>(attach additional pages if more than 5)</i>	Carlos Huerta for Go Global Inc. Name Signature 3060 E. Post Rd., Suite 110 Address Las Vegas City NV State 89120 Zip Code
7. Certificate of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited liability company. <input checked="" type="checkbox"/> Authorized Signature of R.A. or On Behalf of R.A. Company 12/3/07 Date

This form must be accompanied by appropriate fees.

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

RT0203

JA_004401

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND RESIDENT AGENT OF

Canamex 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

Document Number

20070818558-24

Ross Miller
Secretary of State
State of Nevada

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 the \$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 89701-4101, (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.)

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

NAME Go Global Inc.	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS 3060 E. Post Rd., Suite 110	<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY Las Vegas	ST NV	ZIP 89120	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 94A.790 and acknowledge that pursuant to NRS 94A.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.

X

Signature of Manager or Managing Member

Title

Manager

Date

12/3/07

Nevada Secretary of State Form Initial LLC 2007
Revised on 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

CERTIFIED COPY

DISTRICT COURT
CLARK COUNTY, NEVADA
CARLOS A. HUERTA, an individual;)
CARLOS A. HUERTA as Trustee of)
THE ALEXANDER CHRISTOPHER TRUST,)
a Trust established in Nevada)
as assignee of interests of)
GO GLOBAL, INC., a Nevada)
corporation; NANYAH VEGAS, LLC,)
A Nevada limited)
Plaintiffs,) Case No.:
vs.) A-13-686303-C
SIG ROGICH aka SIGMUND ROGICH) Dept. No.: XXVII
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) CONSOLIDATED WITH:
limited liability company,) Case No.:
Plaintiff,) A-16-746239-C
vs.)
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) OCTOBER 11, 2017
company; DOES I-X; and/or ROE)
CORPORATIONS I-X, inclusive,)
Defendants.)
Reported by: Monice K. Campbell, NV CCR No. 312
Job No.: 693

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

Harlap, Yoav

October 11, 2017

Page 2

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

APPEARANCES:

For the Plaintiff:

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

For the Defendants:

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

Also Present:

MELISSA OLIVAS

* * * * *

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

Harlap, Yoav

October 11, 2017

Page 3

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

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

JA_004404

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?

JA_004405

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 then yes.
2 MR. LIONEL: Miss Reporter, would you mark
3 this as Exhibit 2.
4 (Exhibit Number 2 was marked.)
5 BY MR. LIONEL:
6 Q. Let the record show the witness is looking
7 at Exhibit 2.
8 A. Yes. I've seen this page. I've seen this
9 paper.
10 Q. When's the last time you saw it before
11 today?
12 A. Last night.
13 Q. Last night?
14 A. Yes.
15 Q. Were you with your attorney preparing?
16 A. Correct.
17 Q. Are you familiar with the document?
18 A. Generally, yes.
19 Q. Prior to last night, when's the last time
20 you saw it?
21 A. Months ago.
22 Q. Hmm?
23 A. Months ago.
24 Q. Do you remember the occasion?
25 A. No.

1 Q. That is a 2008 document. Did you see it
2 in 2008?
3 A. I do not know.
4 Q. You don't know. You don't know or you
5 don't remember?
6 A. I don't remember.
7 Q. But you don't know?
8 A. I might have.
9 Q. You might have. Okay.
10 A. I might have, because I do remember
11 vividly that Carlos have explained to me, if I'm not
12 mistaken, over the phone, that my rights in the
13 Eldorado Hills are secured and that the buyer of
14 Eldorado Hills from him has taken the commitment to
15 pay me or register my rights or pay me back my
16 investment in Eldorado Hills.
17 Q. When did Carlos tell you that?
18 A. This was at the time when he explained to
19 me that he has his own issues. He had to sell and
20 that my rights remained there. But this is many
21 years ago, so it's the best of my recollection from,
22 you know, the telephone conversation that was going
23 on.
24 MR. LIONEL: Would you mark this as three,
25 Miss Reporter.

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 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 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 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

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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 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 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 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 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 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 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 Kls, 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 Kl 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 Kl 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 Kls?

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 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 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 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?

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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. 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 COUNTY OF CLARK) ss:

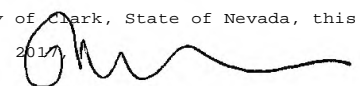
4 I, Monice K. Campbell, a Certified Court Reporter
5 licensed by the State of Nevada, do hereby certify:

6 That I reported the deposition of YOAV HARLAP, on
7 Wednesday, October 11, 2017, at 9:45 a.m.

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

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

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

JA_004453

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

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

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

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

Job No. 9249

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

1 APPEARANCES:
2 For Plaintiffs/Counterdefendants:
3 MCDONALD LAW OFFICES, PLLC
4 BY: BRANDON B. MCDONALD, ESQ.
5 2505 Anthem Village Drive
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 NRC
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)
5
6 CARLOS A. HUERTA,
7 having been first duly sworn to testify to the truth,
8 the whole truth and nothing but the truth, was examined
9 and testified as follows:
10
11 EXAMINATION
12 BY MR. LIONEL:
13 Q Mr. Huerta, where do you live?
14 A Las Vegas.
15 Q Where in Las Vegas?
16 A Sierra Vista Ranchos.
17 MR. LIONEL: Off the record.
18 (Discussion off the record)
19 MR. LIONEL: Miss Reporter, would you mark
20 this as Defense Exhibit A?
21 (Exhibit A marked)
22 BY MR. LIONEL:
23 Q Mr. Huerta, have you ever seen Exhibit A
24 before, which is a Notice of Taking Deposition of
25 Nanyah Vegas, LLC's Person Most Knowledgeable?

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

702-476-4500

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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?

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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

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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?

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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?
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?

JA_004459

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.

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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

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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

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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.

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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 / / / /

JA_004461

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.

JA_004462

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

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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.

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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,

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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?

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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 --

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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

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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
 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
 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
 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.

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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?

JA_004470

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 --

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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.

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OASIS REPORTING SERVICES, LLC

Page: 66

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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702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 67

1 CERTIFICATE OF WITNESS
2 PAGE LINE CHANGE REASON
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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
in said action; that I have read, corrected and do
hereby affix my signature to said deposition.
22
23
24 CARLOS A. HUERTA DATE
25

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 68

JA_004471

1 CERTIFICATE OF REPORTER

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

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

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

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

18 I further certify (1) that I am not a
19 relative or employee of an attorney or counsel of any
20 of the parties, nor a relative or employee of any
21 attorney or counsel involved in said action, nor a
22 person financially interested in the action, and (2)
23 that pursuant to Rule 30(e), transcript review by the
24 witness was requested.

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

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.

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. ***

Carlos Huerta
3980 Howard Hughes Pkwy
Suite 550
Las Vegas, NV 89169

Sent via BlackBerry from Cingular Wireless

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.

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



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 Analysis Checking

Account Number
612030684

Checking/Savings
Ending Balance
\$3,000.00

Outstanding
Balances Owed

ACCOUNT ANALYSIS CHECKING 612030684

103 2

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
0.00	1,503,000.00	0.00	1,500,000.00	3,000.00

2 DEPOSITS/CREDITS

Date	Amount	Description
12/04	3,000.00	DEPOSIT 0770156578
12/06	1,500,000.00	WIRE/IN-200734000332;ORG YOAV HARLAP;OBI ATTN. MELISSA DEWIN 1501200037

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

Number	Date	Amount
92	12/10	1,500,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	3,000.00	12/06	1,503,000.00	12/10	3,000.00



MEMBER FDIC

0017734 00000002 000031382

NAN_000387
JA_004480

NEVADA STATE BANK

ACCOUNT # 0612030684

This Statement:
December 31, 2007
PAGE 2 of 2

12-4-07
Ceramex Nevada
NEVADA STATE BANK
65454-00 18406 17030684 12/0300300000
Ref# 70156578 \$3000.00

NEVADA STATE BANK
30141868
NEVADA STATE BANK
Ref# 30141868 \$1500000.00 Ch# 092

0017734 000000001 000091381

NAN_000388
JA_004481

EXHIBIT O



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 PG0023 00017
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)



SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612027920	\$12,217.62	

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,203.51	1,715,000.00	1,450,493.39	257,492.50	12,217.62

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000056430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000056430000000462 6064063906
12/26	25,000.00	Remote 00000056430000000463 6064278690

2 CHARGES/DEBITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER TO DDA ***9199 ID: 342134719 1702601099
12/17	493.39	LAS VEGAS VALLEY WATER *****596 REF # 091000010223600 1102003900

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	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 000800002 000031368

NAN_000449

JA_004483

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 000000001 000030854
NAN_000450

JA_004484

EXHIBIT P

NSB NEVADA STATE BANK

P.O. BOX 090 LAS VEGAS, NV 89126-0990



Statement of Accounts

Page 1 of 8
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account: XXXXXXXXXX

0017885 02 AV 0.437 **AUTO TS 2 2202 89120-444035 02 NSB PG0023 00051
GO GLOBAL INC
3080 E POST RD STE 110
LAS VEGAS NV 89120-4440

DIRECT INQUIRIES TO:
Faddi Response
24-hour Account Information:
Las Vegas: 471-6800
Reno: 337-2011
1 (800) 402-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5628)
Reno: 851-8011
1 (800) 789-4871 (outside local areas)



SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	612024471	\$679,565.01	

REMOTE DEPOSIT ANALYSIS CHECKING 612024471

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
33,001.87	1,525,638.16	9,762.72	869,392.39	679,565.01

6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,106.44	Remote 00000056430000000448 6062887105
12/11	17.36	Remote 00000056430000000487 6063121587
12/11	14.65	Remote 00000056430000000468 6063143822
12/12	100,000.00	Remote 00000056430000000460 6063260702
12/14	1,420,000.00	DEPOSIT 0770185078
12/27	500.00	Remote 00000056430000000464 6004351734

6 CHARGES/DEBITS

Date	Amount	Description
12/07	109.07	MPower COMMUNICA MPOWER ***444-601 REF # 122000036703107 1102023710
12/10	275.04	UNITED HEALTHCARE EDI PA 20071207004160 REF # 048000206093857 1102329438
12/14	8,710.00	IRS USATAXPYMT 270774600035701 IREF # 061030016050248 1101734106
12/21	23.87	ANALYSIS SERVICE FEE
12/27	1,470.20	COUNTRYWIDE MORTGAGE *****49 REF # 021000020200204 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE *****29 REF # 021000020200565 1102020732

46 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
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12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
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12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
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12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
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12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
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12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14	12/14	8,710.00
12/21	12/21	23.87	12/27	12/27	1,470.20	12/27	12/27	1,165.98
12/07	12/07	109.07	12/10	12/10	275.04	12/14		



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This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account

0017865 02 AV 0.437 **AUTO T5 2 2202 89120-444935 02 NSB PG0023 00051
GO GLOBAL INC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

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)

**Account Type**

Remote Deposit Analysis Checking

Account Number

612024471

Checking/Savings

Ending Balance

\$679,565.01

Outstanding

Balances Owed

REMOTE DEPOSIT ANALYSIS CHECKING 612024471

145 51

Previous Balance
33,081.67

Deposits/Credits
1,525,638.45Charges/Debits
9.762.72

Checks Processed
869,392.39

Ending Balance
679,565.01

6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,106.44	Remote 00000056430000000448 6062887105
12/11	17.36	Remote 00000056430000000457 6063121587
12/11	14.65	Remote 00000056430000000458 6063143822
12/12	100,000.00	Remote 00000056430000000459 6063260782
12/14	1,420,000.00	DEPOSIT 0770185078
12/27	500.00	Remote 00000056430000000464 6064381734

6 CHARGES/DEBITS

Date	Amount	Description
12/07	109.97	MPOWER COMMUNICA MPOWER ***-***-861 REF # 122000036763197 1102023718
12/10	275.84	UNITED HEALTHCAR EDI PA 20071207004150 REF # 043000266093857 1102329436
12/14	6,710.98	IRS USATAXPYMT 270774800657011REF # 061036010050248 1101734106
12/21	23.67	ANALYSIS SERVICE FEE
12/27	1,476.28	COUNTRYWIDE MORTGAGE *****49 REF # 021000026260264 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE *****29 REF # 021000026268565 1102020732

45 CHECKS PROCESSED

<i>Number</i>	<i>Date</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Amount</i>
---------------	-------------	---------------	---------------	-------------	---------------	---------------	-------------	---------------

Year	Country	Population (millions)	Population (millions)	Population (millions)	Population (millions)	Population (millions)	Population (millions)	Population (millions)
1981	1982	1983	1984	1985	1986	1987	1988	1989
1990	1991	1992	1993	1994	1995	1996	1997	1998
1999	2000	2001	2002	2003	2004	2005	2006	2007
2008	2009	2010	2011	2012	2013	2014	2015	2016
2017	2018	2019	2020	2021	2022	2023	2024	2025
2026	2027	2028	2029	2030	2031	2032	2033	2034
2035	2036	2037	2038	2039	2040	2041	2042	2043
2044	2045	2046	2047	2048	2049	2050	2051	2052
2053	2054	2055	2056	2057	2058	2059	2060	2061
2062	2063	2064	2065	2066	2067	2068	2069	2070
2071	2072	2073	2074	2075	2076	2077	2078	2079
2080	2081	2082	2083	2084	2085	2086	2087	2088
2089	2090	2091	2092	2093	2094	2095	2096	2097
2098	2099	2100	2101	2102	2103	2104	2105	2106
2107	2108	2109	2110	2111	2112	2113	2114	2115
2116	2117	2118	2119	2120	2121	2122	2123	2124
2125	2126	2127	2128	2129	2130	2131	2132	2133
2134	2135	2136	2137	2138	2139	2140	2141	2142
2143	2144	2145	2146	2147	2148	2149	2150	2151
2152	2153	2154	2155	2156	2157	2158	2159	2160
2161	2162	2163	2164	2165	2166	2167	2168	2169
2170	2171	2172	2173	2174	2175	2176	2177	2178
2179	2180	2181	2182	2183	2184	2185	2186	2187
2188	2189	2190	2191	2192	2193	2194	2195	2196
2197	2198	2199	2200	2201	2202	2203	2204	2205
2206	2207	2208	2209	2210	2211	2212	2213	2214
2215	2216	2217	2218	2219	2220	2221	2222	2223
2224	2225	2226	2227	2228	2229	2230	2231	2232
2233	2234	2235	2236	2237	2238	2239	2240	2241
2242	2243	2244	2245	2246	2247	2248	2249	2250
2251	2252	2253	2254	2255	2256	2257	2258	2259
2260	2261	2262	2263	2264	2265	2266	2267	2268
2269	2270	2271	2272	2273	2274	2275	2276	2277
2278	2279	2280	2281	2282	2283	2284	2285	2286
2287	2288	2289	2290	2291	2292	2293	2294	2295
2296	2297	2298	2299	2300	2301	2302	2303	2304
2305	2306	2307	2308	2309	2310	2311	2312	2313
2314	2315	2316	2317	2318	2319	2320	2321	2322
2323	2324	2325	2326	2327	2328	2329	2330	2331
2332	2333	2334	2335	2336	2337	2338	2339	2340
2341	2342	2343	2344	2345	2346	2347	2348	2349
2350								

* Not in check sequence



MEMBER FDIC

0017865 000000005 000031868 JA 004487

NEVADA STATE BANK

ACCOUNT # [REDACTED]

This Statement:
December 31, 2007
PAGE 3 of 8

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

NEB		CHECKING ACCOUNT CREDIT		CHECKING ACCOUNT NUMBER	
NEVADA STATE BANK				612024471	
Your account has been credited as follows:					
<p>per credit request from Carlos Huentela transfer from 612024471 Date 12/14/07 \$1,420,000.00 GO Global</p>					
		COST CTR		46141	
61224007790		0612024471		6120242000000	

Ref# 70185078 \$1420000.00

Net Deposit Credit

Ref# 64381734 \$500.00

JA_004488

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

*** 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

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