

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

Electronically Filed
Jul 09 2021 04:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 79917

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

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

20 **JOINT APPENDIX VOL. 19**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Reconsideration			
20				
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas, LLC's Motion for Reconsideration			
23				
24	Notice of Entry of Order	4/10/19	27	JA_006478-6483
25	Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule			
26				

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 19** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

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

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

DATED: This 9 day of July, 2021.



JODI ALHASAN

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: CanaMex Nevada Update
Attachments: 2008 Jan 2nd.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta
Sent: Thursday, January 3, 2008 2:19 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada Update

Hello Yoav,

Please review the attached, at your leisure, and let me know if you have any questions.

Thanks.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590
Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***



Go Global Properties
3883 Howard Hughes Pkwy #590
Las Vegas, NV 89169
Ph: 702.617.9861
Fax: 702.617.9862

January 2, 2008

RE: CanaMex Nevada, LLC

Let this serve as a brief update to our project adjacent to the US 95 and Boulder City in Clark County Nevada. The following bordered section is an excerpt from the Clark County Board of Commissioner's meeting agenda for January 2nd, 2008.

UNINCORPORATED

18. NZC-1289-07 – ELDORADO HILLS, LLC:

AMENDED ZONE CHANGE to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).

BW/am/mh

PC Action - Approved

EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS

At 1:56 pm today, the Board of County Commissioners unanimously approved our rezoning application. The new M-1 zoning designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the entire site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Hope that this finds you all healthy and happy in this New Year.

Respectfully,

Carlos Huerta

Carlos Huerta

EXHIBIT S

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:30 PM
To: Mark Simons
Subject: FW: Nanyah Vegas - Annual Investor Update
Attachments: Yoav Harlap AIU.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Wednesday, January 30, 2008 2:18 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Nanyah Vegas - Annual Investor Update

Dear Mr. Harlap,

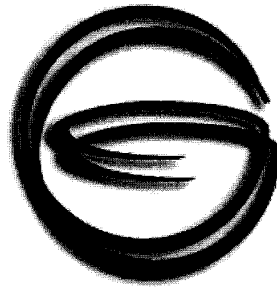
Please find attached your annual investor portfolio which summarizes your investments with Go Global Properties. If you have any questions, or would like a hard copy mailed to you, please feel free to contact me at anytime.

Sincerely,

--

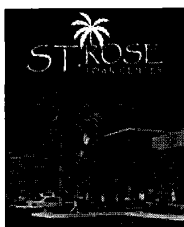
Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
P: (702) 617-9861 x101
F: (702) 617-9862

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***



GO GLOBAL
PROPERTIES

Annual Investor Update



3883 Howard Hughes Parkway • Suite 590 • Las Vegas, NV • 89169 • Ph: 1 702 617 9861 • Fax: 1 702 617 9862

NAN_000257
JA_004497



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Dear Go Global Investor,

As we close out 2007 and welcome in 2008 we'd like to take this time to thank you for being a part of the Go Global Properties investment family. In this annual investor update you will find an Overall Financial Market Outlook for 2008, a summary of your investment portfolio with Go Global, and a Contact Information sheet. As we prepare for the 2007 tax season, and in order to ensure that pertinent information reaches you in the most efficient manner, please take the time to review your Contact Information sheet. Any additions or corrections may be faxed to Summer Rellamas at 702-617-9862 or emailed to summer@goglobalproperties.com. You may expect to receive your 2007 Schedule K-1 forms by the end of March 2008. If you would like an additional copy sent directly to your accountant/financial advisor please provide their information on the Contact Information sheet.

2007 has been a banner year for Go Global with milestones for several of our projects.

CanaMex Nevada is home to 161.93 acres of partially developed property located on the edge of Clark County off of US 95 and Silverline Road, on the east side of the McCollough Mountain Range, just past the Railroad Pass Casino. The property has spectacular views of Boulder City, Nevada with great access to major interstates and is strategically located adjacent to the proposed Boulder City Bypass. Initial zoning consisted of R-U (Rural Open Land) on the northern 80 acres and M-2 (Industrial) on the southern 80 acres. However, on January 2, 2008 the Clark County Board of Commissioners unanimously approved our rezoning application to reclassify the 80 acres of R-U to M-1 (Light Manufacturing). The new M-1 designation on the northern 80 acres of the Eldorado Property adds significant value to the entire 161.93 acres. With the new site now zoned "industrial," the property is unique to the Las Vegas area, offering rare contiguous acreage of prime industrial land that is superior to anything in the current market. Market value for the 161.93 acres, based on comparable properties with the same zoning, we estimate at more than \$92 million. This would bring the estimated value of the property to over \$572,000 per acre or \$13 per square foot.

Dean Martin Center consists of +/- 6 acres of property located on I-15 in Southern Highlands. The property is one of the few undeveloped parcels in or near the master planned community and is currently zoned for a mixed-use office and retail development. We are currently working on a full-scale lease-out and development of approximately 125,000 square-feet of class A office space and another 20,000 square feet of retail. As of December we have received final approval on construction financing through City National Bank and expect to break ground on vertical construction in February.

The Retreat at Mt. Charleston is +/- 4 acres of property strategically located at the top of Mt. Charleston, Nevada just a 40-minute drive from the Las Vegas Strip and boasts one of the most scenic views in all of Nevada. The project will be a high-end condo/hotel resort and retreat featuring state of the art spa, restaurant, banquet, and reception facilities. Although currently not in the development stages, the property is home to The Mt. Charleston Lodge, an income generating asset, which in March 2007 received their 3rd consecutive 1st place finish in AOL CityGuide Las Vegas City's Best 2007 "Outdoor Dining" category. For the full article or more information on the lodge please visit <http://www.mtcharlestonlodge.com>.

If you would like more information on these or any of our other investment opportunities please contact our Marketing Director, Dan DeArmas at 702-617-9861 x103 or ddearmas@goglobalproperties.com.

Once again we'd like to thank you for being a part of the Go Global properties investment family and may your 2008 be filled with health and prosperity.

Sincerely,



Summer Rellamas
Finance & Administration Manager



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

2008 Go Global Properties Overall Financial Market Outlook

As we begin the New Year, Go Global Properties would like to take this opportunity to provide you with an overview of the financial market in Southern Nevada. Go Global Properties continues its commitment to servicing all of its projects with a relentless dedication to maximizing profitability. Go Global Properties believes that its projects are positioned well in the market and poised for success in the coming months and years.

The current financial markets in the U.S. have led to a credit crunch with regard to residential refinancing and new home loans. Many of our banks, because of the sub prime loan market's well-documented failures, have begun to tighten their traditional banking standards. As a result, the underwriting process is becoming increasingly more arduous. This will affect real estate construction and development, as it will trickle down to other types of lending/financing such as commercial project and land loans. Nationally, in 2007 only six major U.S. cities have posted residential price increases of over 5%.

Nevada's largest regional bank (Nevada State Bank, owned by Zions Bank) had one of its strongest years ever, but did not provide many land or residential loans. It generated more than \$1.5 billion in RE loans (very strong for a bank of its size), flourished in extending loans on cash-flowing assets (mostly leased properties), and plans to continue this business model in 2008. While the current credit crunch should persist through 2008, with bank underwriting continuing to tighten, most well-versed economists and bankers expect the lending markets to become healthy and stable by end of year 2008 or 2009.

It is the opinion of Go Global Properties that the lending markets and real estate markets must work in harmony in order to achieve a good bill of health. However, the billions of dollars of loans extended to inappropriate borrowers over the past five years along with predatory lending standards, has sent a shockwave through the industry that will require great introspection, reexamination, and revamping of all lending protocols. Once this situation is better understood and controlled, there will be an improved banking/lending environment.

Currently, life insurance companies and pension funds are gobbling up many of the large commercial real estate loans while the banks sit on the sidelines. This will lead to a lack of financing, which will affect development and financing throughout 2008. Appraisals are also subject to these financial pressures. The lenders are now ensuring that appraisers use more conservative capitalization rates in their calculations, which results in lower appraised values. Appraisers today are often being asked to review and re-review their prior work for any possible oversights or mistakes.

These conditions have caused some to compare today's Las Vegas to 1990's Southern California. Despite current market pressures, Las Vegas has strengths which should overcome the forces which depressed the Southern California market in the 1990's. In general, immense liquidity still exists in the Las Vegas market. "Unlike the California crash in the early 90's", says well-known economist Dr. Keith Schwer, "there is a lot of liquidity in the markets today." In the early 90's, lack of employment also contributed to the markets crashing. Today's Las Vegas, unlike California of the 1990's, has job creation, liquidity and limited land, which will offset the principal market forces that crashed Southern California.

Mini-perms (from construction loans) may be a good option for the next 2-3 years, before obtaining permanent financing. Many lenders currently prefer mini-perms as a less risky alternative to extending permanent loans.

In Las Vegas, we are still experiencing considerable growth, but, inward migration is down from prior years according to the number of driver's license permits issued annually.

On the very positive side, in Las Vegas and nationally, rental rates are moving up. This has helped some of the commercial loans out in the market today and explains why regional banks, like Nevada State Bank, have had banner years, so long as they stayed away from the sub prime residential loans that have harmed many large institutions such as Morgan Stanley, Citibank, and Merrill Lynch.

From The Wall Street Journal
Dec. 20, 2007

Bear Stearns posted the first quarterly loss in its 84-year history on a higher-than-projected \$1.9 billion in mortgage write-downs. The company reported negative revenue of \$379 million as write-downs surpassed revenue. Chairman and Chief Executive James E. Cayne said the firm was "obviously upset" with the results and that Bear's executive committee won't receive bonuses this year.

In regards to the national economy, with the rise in oil prices, we will remain on edge as to whether we dip into a recession, but it is expected that oil prices will go back down again soon.

The decrease in value of the U.S. dollar is great for tourism and should increase business in Las Vegas. We are now seeing many foreigners, from Asia specifically, looking at buying real estate in our market. Las Vegas will be opening another 40,000 rooms in 2009 which should cause a huge wave of tourism to hit Las Vegas. This expansion should also spur substantial job growth, which will lead to a rather strong leasing market for apartments and residential real estate.

Economic downturns will test young people's mettle, but short-term problems must be managed with an eye towards addressing the long-term problems. In the big picture, the national economy is very, very important to us, but the U.S. economy has continued to grow with industrial vacancies being very low, specifically in Las Vegas, due to a lack of industrial land. The office markets have held up fine with retail rentals continuing to remain very strong. Residential sales have been very soft, but Las Vegas is still building, and had a total of 35,000 homes sold in 2007 (new and re-sales). As long as the local market can provide goods or services that people want, like tourism, Las Vegas will do well in the long term.

For now, banks will still evaluate the individual project based on its fundamentals: Whether the project has realistic assumptions/projections. Due Diligence by the developers is also very important. This is the overwhelming message to developers both locally and nationwide. A healthy project will remain a healthy project and financing will be available for healthy projects moving forward, although a bit more scrutinized than before.

Full Ranking of Fastest-Growing States

Census Bureau's estimates of the population of each state on July 1, 2007. The states are listed in order of rate of population increase from 2006 to 2007.

<u>State</u>	<u>July 2007</u>	<u>July 2006</u>	<u>%Change</u>
Nevada	2,565,382	2,492,427	2.9
Arizona	6,338,755	6,165,689	2.8
Utah	2,645,330	2,579,535	2.6
Idaho	1,499,402	1,463,878	2.4
Georgia	9,544,750	9,342,080	2.2
North Carolina	9,061,032	8,869,442	2.2
Texas	23,904,380	23,407,629	2.1
Colorado	4,861,515	4,766,248	2.0
Wyoming	522,830	512,757	2.0
South Carolina	4,407,709	4,330,108	1.8
Oregon	3,747,455	3,691,084	1.5
Washington	6,468,424	6,374,910	1.5
New Mexico	1,969,915	1,942,302	1.4
Delaware	864,764	852,747	1.4
Tennessee	6,156,719	6,074,913	1.3
Louisiana	4,293,204	4,243,288	1.2
Montana	957,861	946,795	1.2
Oklahoma	3,617,316	3,577,536	1.1
Florida	18,251,243	18,057,508	1.1
South Dakota	796,214	788,467	1.0
Virginia	7,712,091	7,640,249	0.9
Arkansas	2,834,797	2,809,111	0.9
Alaska	683,478	677,450	0.9
Kentucky	4,241,474	4,204,444	0.9
California	36,553,215	36,249,872	0.8
Minnesota	5,197,621	5,154,586	0.8
Alabama	4,627,851	4,590,240	0.8
Kansas	2,775,997	2,755,817	0.7
Missouri	5,878,415	5,837,639	0.7
Mississippi	2,918,785	2,899,112	0.7
Indiana	6,345,289	6,302,646	0.7
Nebraska	1,774,571	1,763,765	0.6
Illinois	12,852,548	12,777,042	0.6
Iowa	2,988,046	2,972,566	0.5
Wisconsin	5,601,640	5,572,660	0.5
District of Columbia	588,292	585,459	0.5
Hawaii	1,283,388	1,278,635	0.4
North Dakota	639,715	637,460	0.4
New Hampshire	1,315,828	1,311,821	0.3
Maryland	5,618,344	5,602,017	0.3
Pennsylvania	12,432,792	12,402,817	0.2
Massachusetts	6,449,755	6,434,389	0.2
New Jersey	8,685,920	8,666,075	0.2
Connecticut	3,502,309	3,495,753	0.2
West Virginia	1,812,035	1,808,699	0.2
Maine	1,317,207	1,314,910	0.2
New York	19,297,729	19,281,988	0.1
Vermont	621,254	620,778	0.1
Ohio	11,466,917	11,463,513	0.02
Michigan	10,071,822	10,102,322	-0.3
Rhode Island	1,057,832	1,061,641	-0.4

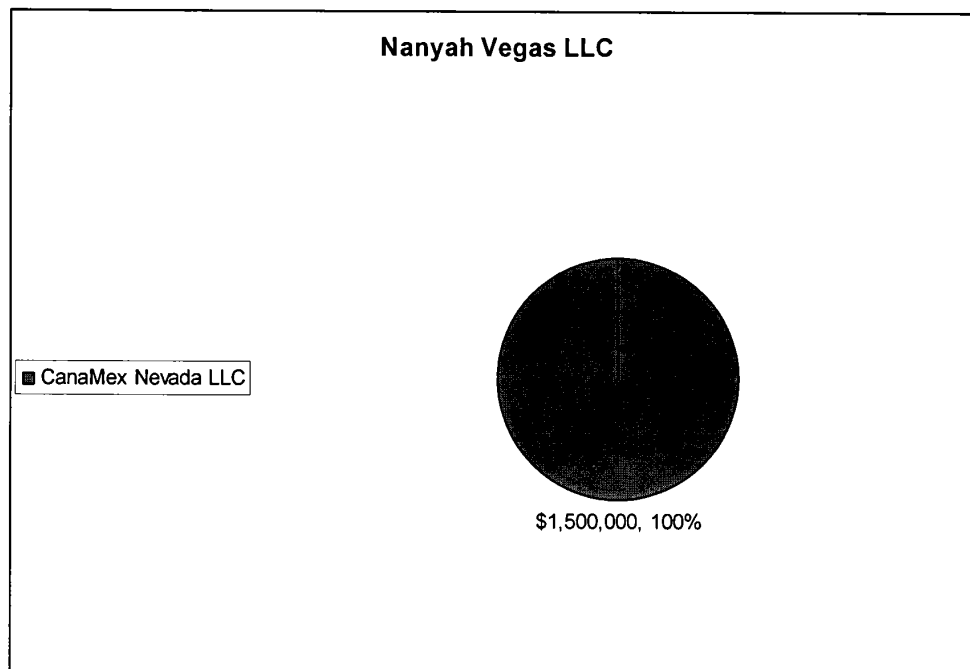


GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Nanyah Vegas LLC

CanaMex Nevada LLC	\$1,500,000
Total Capital Investment	\$1,500,000



Contact Information

Please update any information and return via mail or fax to 702-617-9862

Investor: Nanyah Vegas LLC
Tax Payer ID: Applied For

Principal Contact: Yoav Harlap
Date of Birth: _____
Email: yoav.harlap@nanyah.com
Address: 134 Haeshel St
Herzelia, Israel 46644
Phone: 011-972-54200000

If you would like a copy of your K-1 sent directly to your accountant/financial advisor please provide their contact information below

Accountant/
Financial Advisor: _____
Email: _____
Address: _____

Phone: _____

EXHIBIT T

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: Update from Vegas
Attachments: 3-13-08 Update.pdf

From: Carlos Huerta [<mailto:hurricanehuerta@gmail.com>] On Behalf Of Carlos Huerta
Sent: Thursday, March 13, 2008 8:19 PM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: Update from Vegas

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

Carlos Huerta
Go Global Properties
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 89169
T: 702-617-9861, x102
e: Carlos@GoGlobalProperties.com

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***



Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

www.GoGlobalProperties.com

March 13th, 2008

Dear Yoav,

I hope all is well with you at the current time. We, at Go Global Properties, felt it time to send out an update in regards to our CanaMex Nevada project in Las Vegas. We have been diligently progressing with the project and hope this update will provide an understanding of where we stand at the moment, for a lot has happened over the past few months.

- 1) Go Global Properties is still in the process of raising additional capital for the project as we look to acquire the additional 155-acre tract to the north of our property;
- 2) I am scheduled to meet some additional members of the Livnat family (Pro Delta) in The Netherlands on the 19th & 20th of this month in order to try and finalize funding for the remaining acquisition on the additional 155 acres next to our current 161 acres;
- 3) Although the US economy is slumping and the residential real estate market is in its deepest doldrums ever, industrial projects are still showing considerable strength. In particular, the Las Vegas industrial market is showing stronger lease rates than ever and the occupancy levels remain very high. According to Grubb & Ellis, the U.S. Industrial Market vacancy rate has remained flat at either 7.6% or 7.7% over the past six quarters, with Nevada's Q4 2007 rate at 6.2%. They also report that the 'industrial market showed little reaction to the worsening housing slump,..., and decelerating economic conditions in the 4th quarter.'
- 4) We have contracted the design firm Mabu Studios to prepare a 3D virtual tour animation of our vision of the 315-acre property. Mabu Studios work is 80% complete with their first iteration; a current status check can be viewed by going to the following link:
www.canamexnevada.com/tour. We still have approximately two more weeks for us to come to a stage where we are satisfied with the finished product, but the preliminary site plan and flight path are completed.

Because of our property's unique attributes, several national and multinational firms with legitimate interest in establishing a regional location at our site have solicited us. As of late, CanaMex is seriously being considered by these firms as a viable new location for expansion of their current businesses. Although we've been closely and carefully building these relationships and it would be beyond the scope of this update to go into the greater detail at this time, we would like for you to review the following in order to give you a feel of who is considering our project:

I. Composite Power ("CP") (http://www.compositepower.com/company_info.html)- A Nevada Corporation, established thirteen years ago, dedicated to the business of manufacturing environmentally friendly energy technologies including more efficient power pole structures and biodiesel fuel. Composite Power's founder and CEO, Roger McCombs visited our property on Saturday, March 8th, 2008 and told us that they are very interested in 100 acres of our land, and that they'd want the building/warehouse as well. They are funded by a private equity group as well as receiving grants from the US Dept of Energy. Previous site acquisition history and company information is listed on their website.

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at \$720,000¹ per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

II. Blackwater USA (<http://www.blackwaterusa.com/>) - A military/defense contractor currently working in unison with the US Military in both Afghanistan and Iraq. They recently tried to acquire a site in San Diego, CA but were turned down due to strict zoning standards. Our property's current entitlements would be more than suitable for their needs. In fact, the location is an ideal use for them as a training ground/facility whereby we've previously had Blackhawk helicopters as well as several army and military battalions and special forces training on site. We would be willing to lease all or a portion of our property out to them.

III. Cerberus Capital Management (<http://www.cerberuscapital.com/>) - In the same field as Blackwater, is being introduced to our project as they are in the market for such a site as well. They are, in many ways, a competitor to Blackwater USA but, as stated in the company web site, the company has been a voracious acquirer of businesses over the past several years and their holdings now include sizable investments in sportswear, paper products, military services, real estate, energy, retail, glassmaking, transportation, and building products. Its holdings amounted to \$24 billion in 2006. While many of its peers have bought out companies in order to strip assets and sell on for a profit, Cerberus builds its reputation on identifying firms that are undervalued, and assisting in rejuvenating them by working with current management.

On October 19, 2006, John W. Snow, President George W. Bush's second United States Secretary of the Treasury, was named chairman of Cerberus.

IV. Manheim Auto Auction (<http://www.manheim.com/>) - Contacted us two weeks ago and is considering to lease another 100 acres in the Las Vegas Valley (they've outgrown their current location) and like our location. The price that we've quoted them put them off at first, but they now realize that they cannot find 100 acres of industrially zoned land in the Vegas Valley. Due to subsequent conversations, Manheim, is now seriously considering our site now and are supposed to get back with us. I assured him that we are available to meet or to fortify them with information regarding NDOT's construction of Phase 1 & 2 of the Boulder City Bypass and of traffic information expected around the property. *Note: Personally, I don't think that "our" highest and best use is leasing our land to a Manheim, even though they are a real/capable user.*

V. Olive Group (<http://www.olivegroup.com/>) - Olive Group is a leading, global provider of integrated risk mitigation solutions to multinational corporations, governments, non-governmental organizations and private individuals. Olive Group is also a military contractor with presence in Afghanistan and Iraq. We will be presenting to them, as they are looking at procuring locations in the western U.S. as well.

As for general property progress and work.....On the 3rd of March, we held our third meeting with the Nevada Department of Transportation. They are in charge of developing the new Boulder City Bypass (www.BoulderCityBypass.com) whereby an interchange will be built right on our property. They have agreed to provide and build us a frontage road that will stem off of the new interchange. They realize that our project is one that will be very viable for the future of Clark County. This may potentially increase our project land value by another 40% (by my estimate) in the future, simply because the accessibility will be so great. The future traffic that will traverse this specific area, should allow us to gain the

¹ This price is consistent with the current industrial land values in our market (usually between \$600,000 to \$1 million per acre), with this property being comparatively very strong. Once we bolster our site with an improved road (about a \$3 million expense) and more utilities, I feel it will be the best location in this metro area.

economic support and zoning approvals for the remaining 155 acres to the north of our property and will make our project a true success not only from the public perception, but financially for all of us.

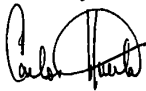
At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

Indubitably, we are beginning to realize the ultimate value of our M-1 and M-2 (industrial) designation, which we were fortunate enough to gain approvals for this past January. This one, distinguishing attribute has turned our property into a viable option to a multitude of large companies that, otherwise, would not have considered us. Once these companies realize what the Boulder City Bypass will "be" and what a phenomenal location we're in, they will begin to realize our true value.

As for all of the "gloom and doom" about our economy here in the United States and globally, being that the U.S. started the recent contraction globally, we are very confident that come November of 2008 that the U.S. will lead the rebound and things, by this time next year, will be much more positive and back to more normal yields. Also, the industrial market has not been so adversely affected, as the housing market and other sectors have been (energy and utilities obviously having been huge winners over the past year). Regardless, we think that late-summer will be the lowest of the low for us and that the dollar will begin to regain strength.

Although our potential list of clients seems very promising, we have not yet turned to a contract with any of them, but we do remain very encouraged by our prospects. ***Because of the level of sensitivity and confidentiality required by some of the above companies, please do not discuss this report with anyone for now in order to not breach their trust at this time.*** Go Global prides itself in acting very discreetly when the time calls for it. At any time, you may review the most recent for the CanaMex Nevada project at <http://www.CanaMexNevada.com/>. As always, do not hesitate to contact me with any questions, solutions, thoughts, and/or ideas.

Sincerely,



Carlos Huerta, Managing Manager
CanaMex Nevada, LLC

EXHIBIT U

Deposition of:

Carlos A. Huerta

Case:

Carlos A. Huerta, et al. v. Sig Rogich, et al.
A-13-686303-C

Date:

04/30/2014



400 South Seventh Street • Suite 400, Box 7 • Las Vegas, NV 89101
702-476-4500 | www.oasisreporting.com | info@oasisreporting.com

COURT REPORTING | NATIONAL SCHEDULING | VIDEO CONFERENCING | VIDEOGRAPHY

Carlos A. Huerta

Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 CARLOS A. HUERTA, an)
4 individual; CARLOS A.)
5 HUERTA as Trustee of THE)
6 ALEXANDER CHRISTOPHER)
7 TRUST, a Trust established)
8 in Nevada as assignee of)
9 interests of GO GLOBAL,)
10 INC., a Nevada corporation;)
11 NANYAH VEGAS, LLC, a Nevada)
12 limited liability company,)
13)
14 Plaintiffs,) Case No.
15) A-13-686303-C
16 vs.)
17)
18 SIG ROGICH aka SIGMUND)
19 ROGICH as Trustee of the)
20 Rogich Family Irrevocable)
21 Trust; ELDORADO HILLS, LLC,)
22 a Nevada limited liability)
23 company; DOES I-X; and/or)
24 ROE CORPORATIONS I-X,)
25 inclusive,)
26 Defendants.)
27)
28 ELDORADO HILLS, LLC,)
29 a Nevada Limited liability)
30 company,)
31)
32 Defendant/Counterclaimants)
33)
34 vs.)
35)
36 CARLOS A. HUERTA, an)
37 Individual, CARLOS A. HUERTA)
38 as Trustee of THE ALEXANDER)
39 CHRISTOPHER TRUST, a Trust)
40 established in Nevada as)
41 assignee of interests of)
42 GO GLOBAL, INC., a Nevada)
43 corporation,)
44)
45 Plaintiffs/Counterdefendants)
46)
47 Reported by: Marilyn Speciale, CRR, RPR, CCR #749

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 1

Carlos A. Huerta

Carlos A. Huerta, et al. v. Sig Rogich, et al.

1
2
3
4
5
6 DEPOSITION OF CARLOS A. HUERTA
7 Taken on Wednesday, April 30, 2014
8 At 9:33 a.m.
9 At 300 South Fourth Street
10 Suite 1700
11 Las Vegas, Nevada
12
13
14
15
16
17
18
19
20
21
22
23
24 Reported by: Marilyn Speciale, CRR, RPR, CCR #749
25 Job No. 9511

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 2

Carlos A. Huerta

Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 APPEARANCES:
2
3 For the Plaintiffs:
4 BRANDON B. McDONALD, ESQ.
5 McDonald Law Offices, PLLC
6 2850 West Horizon Ridge Parkway
7 Suite 200
8 Henderson, Nevada 89052
9 (702) 385-7411
10
11 For the Defendants:
12 SAMUEL S. LIONEL, ESQ.
13 STEVEN ANDERSON, ESQ.
14 Lionel Sawyer & Collins
15 300 South Fourth Street
16 Suite 1700
17 Las Vegas, Nevada 89101
18 (702) 383-8888
19
20
21
22
23
24
25

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 3

JA_004511

1	INDEX TO EXAMINATION		
2			
3	Witness: CARLOS A. HUERTA	Page	
4	BY MR. LIONEL	5	
5			
6			
7	INDEX TO EXHIBITS		
8	Number	Description	Page
9	B	First Amended Complaint, Bates Nos. SR002000 through SR002020	9
10	C	Assignment of Contract, Bates No. SR002021	19
11	D	Nevada State Bank Statement, Bates Nos. SR002022 through SR002023	82
12	E	Nevada State Bank Statement, Bates Nos. SR002024 through SR002026	85
13	F	Nevada State Bank Statement, Bates No. SR002027	87
14	G	Nevada State Bank Statement of Accounts Consisting of 2 Pages	89
15	H	E-Mail from Carlos Huerta to Melissa Olivas, Dated 10/24/2008, Bates Nos. SR002047 through SR002048	92
16	I	E-mail from Carlos Huerta to Kenneth Woloson, Dated 10/25/2008, Bates No. SR002049	93
17			
18			
19			
20			
21			
22			
23			
24			
25			

1	LAS VEGAS, NEVADA, APRIL 30, 2014
2	9:33 A.M.
3	(Prior to the commencement of the
4	deposition, all of the parties present agreed to waive
5	statements by the court reporter, pursuant to Rule
6	30(b)(4) of NRC.P.)
7	
8	CARLOS A. HUERTA,
9	having been first duly sworn, was examined and testified
10	as follows:
11	EXAMINATION
12	BY MR. LIONEL:
13	Q. Please state your name.
14	A. Carlos Huerta, H-u-e-r-t-a.
15	Q. Where do you live, Mr. Huerta?
16	A. Sierra Vista Rancho, Las Vegas, Nevada.
17	Q. You have an office in Las Vegas?
18	A. Yes, sir.
19	Q. Where is that office?
20	A. 3060 East Post Road, Suite 110, Las Vegas,
21	Nevada, 89120.
22	Q. And how long have you been in that office?
23	A. Since 2000 -- I've had that office building
24	since 2005.
25	Q. Is that your building?

1	A. Yes.
2	Q. Thank you. When I say your building, you own
3	it?
4	A. Yes, sir.
5	Q. You built it?
6	A. Yes, sir.
7	Q. What is your education after high school?
8	A. I have a bachelor's in business
9	administration, and then I also have an MBA with a
10	finance concentration.
11	Q. From what school?
12	A. University of Miami.
13	Q. You were the manager of Eldorado. When I say
14	Eldorado, I'm talking about Eldorado, LLC. Is that
15	correct?
16	A. I was one of, yes. Mr. Rogich and I, I
17	believe, are the managers.
18	Q. That was -- you were co-managers during the
19	years 2006, 2007, until October 30th, 2008?
20	A. That sound right. Wasn't it October 31st?
21	Q. October 31st.
22	A. I remember that, Halloween.
23	Q. The agreement is dated the 30th, isn't it?
24	A. Was it? Okay. Yes, we went into the title
25	company on Halloween. I remember they opened it up for

1	us.
2	Q. As manager, what were your duties generally?
3	A. Of Eldorado Hills?
4	Q. Yes.
5	A. Raise capital, manage the asset that was 160
6	acres and 89 -- plus/minus an 89,000 square-foot
7	warehouse facility, collect rent from tenants.
8	We had two other buildings on the property.
9	One was the clubhouse for a gun club, which I believe is
10	still functioning there, and begin the -- what we
11	started to do was market the property, and I was greatly
12	responsible for marketing the property for sale, and
13	also along with that we were working on an assemblage to
14	join our land with our neighbor's land and do a master
15	plan, planning of the entire what would have been 300
16	acres or so and trying to do it in a responsible fashion
17	with the expansion of the 95 -- 93/95 and an interchange
18	that they had planned there. I believe it was the
19	Nevada Department of Transportation.
20	So my roles were very involved, very vast, and
21	I wore multiple hats for Eldorado Hills.
22	Q. Were you also involved with respect to the
23	filing of tax returns for Eldorado?
24	A. Yes.
25	Q. And that would be for the years 2006, 2007.

1 Is that correct?

2 A. Yes.

3 Q. Maybe -- perhaps I should ask you, did you

4 have anything to do with the 2008 return?

5 A. I don't think so.

6 Q. And in doing -- getting involved with the tax

7 returns for Eldorado, did you work with Mr. Brent

8 Barlow?

9 A. Yes.

10 Q. He was a partner of L.L. Bradford?

11 A. He worked with or at L.L. Bradford & Company.

12 I can't say whether he was a partner or not.

13 Q. But did you work with him with respect to the

14 returns?

15 A. I did.

16 Q. Is he now your CPA?

17 A. Yes.

18 Q. And does your tax returns?

19 A. Yes.

20 Q. Now, I'm going to show you a copy of the first

21 amended complaint which will be marked as Exhibit B

22 which has -- you're familiar with that complaint?

23 A. Yes, sir.

24 Q. And affixed to that complaint as an exhibit --

25 I believe it's Exhibit 1 -- is the agreement that was

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 8

1 entered into on the 30th day of October 2008. Is that

2 correct?

3 A. Yes.

4 MR. LIONEL: Would you mark that, please.

5 I'll give you a copy.

6 (Exhibit B was marked.)

7 BY MR. LIONEL:

8 Q. I'm actually not going to refer to the

9 complaint at the moment, but I will periodically refer

10 to the agreement.

11 A. Okay.

12 MR. ANDERSON: And the agreement is an exhibit

13 to the amended complaint, just for clarity.

14 MR. LIONEL: I accept the clarification.

15 THE WITNESS: Thank you.

16 BY MR. LIONEL:

17 Q. Now, the agreement is signed by you. If you

18 look, I believe it's the next to the last page. I'm

19 sorry, it's page -- it's Bates Number SR002018.

20 A. I'll be right there, Mr. Lionel.

21 18?

22 Q. 2018.

23 A. Yes, okay.

24 Q. You have it?

25 A. I do.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 9

1 Q. Did you sign that?

2 A. Correct.

3 Q. Now, you signed it Carlos Huerta on behalf of

4 Go Global, Inc. Is that correct?

5 A. Yes, I did.

6 Q. Did you sign it individually? It's not been

7 signed individually. It's a strange signature the way

8 it is, and that's why I'm asking you, it's only for Go

9 Global?

10 A. Okay. I don't remember.

11 Q. The agreement says that you are one of the

12 sellers in that regard, 2010?

13 A. Right. It says Go Global, Inc., Carlos

14 Huerta, Carlos, Seller. So...

15 Q. Is there any reason why you did not sign it

16 individually?

17 A. No.

18 Q. And when you sign it for Go Global, I assume

19 you're signing it as president of Go Global, right?

20 A. I believe so.

21 Q. You believe so?

22 A. Yes.

23 Q. My problem is I'm trying to find out what the

24 interests were of you and Go Global with respect to

25 Eldorado. It just isn't clear. Did you have a

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 10

1 membership interest in Eldorado, or was it solely in the

2 name of Go Global, Inc.?

3 A. I don't remember. The Eldorado Hills

4 operating agreement would probably clarify that, but I

5 don't have that in front of me.

6 Q. The tax returns filed show only Go Global as a

7 member of Eldorado, LLC. It doesn't show you

8 individually.

9 A. Okay.

10 Q. Which one of you, if I may, had the interest

11 in Eldorado?

12 A. I don't remember. Go Global, Inc. is an S

13 Corp. though, and I'm a hundred percent owner of Go

14 Global. So it just all --

15 Q. I recognize that, but I'm trying to -- maybe

16 I'm -- I'm not over technical. In my view, I think I

17 have a right to know who is what.

18 A. Right. I'm trying to do my best to answer the

19 question.

20 Q. And your best answer is what?

21 A. My best answer is I don't remember if I was

22 specifically a member or not. In the purchase agreement

23 that you showed me in SR002010, I'm mentioned

24 individually. So -- and Go Global is. That's what I

25 have in front of me. So...

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 11

JA_004513

1 Q. Is it fair to say that you don't know? I'll
2 clarify. As I say, the tax returns, which you had a
3 part in, show that only Go Global, Inc. was a member.
4 A. Okay.
5 Q. So is it a fair statement it may have been the
6 only one that had an interest?
7 A. It is a fair statement.
8 Q. Thank you. It's not going to shake the world,
9 Carl.
10 A. You're the one asking the questions.
11 Q. I will ask.
12 A. I'm just trying to answer.
13 Q. Fine.
14 A. I hope it doesn't shake the world, though.
15 Q. What was your role in the agreement?
16 A. Which agreement, sir?
17 Q. When I talk about agreement, the only
18 agreement I believe I'm going to talk about is the one
19 which is the Exhibit 1 to the amended complaint that you
20 have in front of you.
21 A. Okay. Okay.
22 Q. What was your role in the preparation of that
23 agreement? And strike that.
24 You will know whenever I mention agreement,
25 unless I say otherwise, I'm talking about the purchase

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 12

1 agreement which is attached to the amended complaint.
2 What was your role in its preparation?
3 A. Whether I define this legally correct or not,
4 I don't know, but I'll tell you what my opinion of my
5 role is, I guess. It's --
6 Q. I don't want your opinion. I want factually.
7 A. Okay. I don't know if I can give you factual
8 answers to satisfy you because you are pretty technical,
9 but I'll give you an answer that hopefully does.
10 So Mr. Rogich's attorney, who was Ken Woloson,
11 prepared this agreement, I'd say, for the most part. He
12 and I worked through different drafts of it. He would
13 send me a draft in an e-mail and/or a fax, and I would
14 comment back, edit it and send it back to him. So I'd
15 say that I prepared it in conjunction with Mr. Woloson.
16 Q. You had no attorney yourself?
17 A. Correct.
18 Q. And I assume Go Global had no attorney?
19 A. Go Global did. Craig Dunlap was our general
20 counsel at the time.
21 Q. What did he have to do with the agreement?
22 A. I don't remember right now.
23 Q. Do you remember how many drafts there were?
24 A. Several. I can't say if it's five, six,
25 seven, eight, but there were several.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 13

1 Q. But you saw all the drafts, and you edited
2 them?
3 A. As far as I remember.
4 Q. In your part to represent Go Global in
5 connection with the agreement?
6 A. As far as I remember, that's correct.
7 Q. Were you satisfied with it when it was
8 completed and executed?
9 A. Yes.
10 MR. McDONALD: Object to the form.
11 BY MR. LIONEL:
12 Q. In your view, was it a clear agreement?
13 MR. McDONALD: Object to the form.
14 A. I think it was pretty clear, yes.
15 BY MR. LIONEL:
16 Q. Complete?
17 MR. McDONALD: Same objection.
18 BY MR. LIONEL:
19 Q. Do you consider it complete?
20 A. I haven't read it in awhile, but at the time,
21 I thought it was pretty complete.
22 Q. And unambiguous?
23 A. Yes.
24 Q. Now, the agreement was one of several
25 agreements --

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 14

1 A. Uh-huh.
2 Q. -- that were prepared and executed at the same
3 time. Is that correct?
4 A. Correct.
5 Q. And I'm talking about agreements with respect
6 to the Flangas Trust and TELD. Is that correct?
7 A. Yes, sir.
8 Q. And you were party to those agreements?
9 A. Yes, sir.
10 Q. You signed them?
11 A. Yes, sir.
12 Q. And you got copies of them?
13 A. Correct.
14 Q. You still have copies?
15 A. I believe so, yes.
16 Q. When is the last time you looked at them?
17 A. Quite a long time ago. I mean, at least a
18 year or two.
19 Q. Actually, at the time of those agreements,
20 Eldorado had some problems, didn't it, financial
21 problems?
22 MR. McDONALD: Object to the form.
23 A. Compared to what happened since '08, I
24 wouldn't consider them financial problems, but at the
25 time, maybe we did.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 15

JA_004514

1 BY MR. LIONEL:
2 Q. You were in default under your mortgage at the
3 time?
4 A. Yes.
5 Q. And actually when TELD came in, it helped you
6 with respect to financial problems?
7 A. Not at the time. I thought that that's what
8 they were going to do, but it took awhile for them to do
9 that.
10 Q. Pursuant to the agreements that were executed
11 on October 30th, 2008 --
12 A. Yes, sir.
13 Q. -- TELD brought in cash to the company --
14 strike that.
15 A. Correct.
16 Q. A little over \$5 million. Is that correct?
17 A. I'm unaware of that.
18 Q. You're unaware that TELD brought --
19 A. I didn't get any of it, and neither did the
20 bank that we owed the money to.
21 Q. Do you know what happened to the 5 million?
22 Would the agreement provide that TELD would provide \$5
23 million?
24 A. I believe so.
25 Q. And to your knowledge, it was not provided?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 16

1 A. I didn't see the \$5 million, and I'm not being
2 literally like \$5 million in cash. I don't know where
3 that \$5 million was paid to or even if it was at the
4 time.
5 Q. Was there a refinancing of the mortgage?
6 A. Yeah, but like a year later after that
7 agreement, after this -- what do you call it, Exhibit 1?
8 It was quite a long time. So I was made to understand
9 that it would happen right away, and it took quite a
10 long time. I mean, about a year, maybe a little bit
11 less. So it sat there unpaid, the mortgage, that entire
12 time.
13 Q. That was when the FDIC came in?
14 A. I think the FDIC had already come in but...
15 Q. They had already taken over?
16 A. The ANB Financial, which is A, N as in Nancy,
17 B Financial, who held the mortgage on the property.
18 Q. Did the agreements provide that TELD would be
19 rewarded for putting that money in?
20 A. Rewarded in a fashion that they would earn an
21 interest in Eldorado Hills, LLC. Is that what you mean
22 by rewarded?
23 Q. How about a financial reward?
24 A. I don't recall like a financial reward. I
25 remember them taking an ownership percentage in the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 17

1 entity, or a membership percentage I think it's better
2 described.
3 Q. Did the agreements with TELD and Flangas
4 provide that there would be an amended and restated
5 operating agreement?
6 A. I believe so. Flangas pulled out of the deal,
7 you know. So he didn't stay in the deal, but I believe
8 there was going to be an amended operating agreement,
9 yes.
10 Q. Did you see the amended and restated operating
11 agreement?
12 A. I think I have copies of that along with the
13 other documents. So I believe so.
14 Q. TELD was not a party to the purchase
15 agreement, correct?
16 A. I don't remember that right now.
17 Q. Well, you can take a look at it.
18 A. Oh, okay. Well, of the agreement that we
19 signed that we were talking about with Flangas, he was.
20 That's where you confused me a little bit.
21 Q. He was what?
22 A. TELD, I believe, was a member in the
23 documents.
24 Q. In the documents but not in the purchase
25 agreement?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 18

1 A. In Exhibit 1, correct, you are right.
2 Q. Does the Alexander Christopher Trust file tax
3 returns?
4 A. No.
5 Q. Is there a reason it doesn't?
6 A. From my understanding, since it's just our
7 family trust, everything just flows through to us, but
8 it's more a question for my lawyer. So I can't say for
9 sure.
10 Q. But as far as you know, it doesn't file a tax
11 return?
12 A. Correct.
13 MR. LIONEL: Would you mark this as the next
14 exhibit, which I believe is C.
15 (Exhibit C was marked.)
16 BY MR. LIONEL:
17 Q. Mr. Huerta, I just handed you what's been
18 marked Exhibit C. It bears the number SR002021.
19 A. Okay.
20 Q. That's a document entitled Assignment of
21 Contract. Is that correct?
22 A. It is.
23 Q. And you signed it as assignor of Go Global?
24 A. Yes.
25 Q. As president of Go Global, and you also signed

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 19

JA_004515

1 it as trustee for the Alexander Christopher Trust.

2 A. Yes.

3 Q. It says assignor. Is that a mistake? Should

4 that have been assignee?

5 A. Yes, correct.

6 Q. Now, this assignment has to do with this

7 lawsuit, namely, it appears to assign interest to the

8 Alexander Christopher Trust to bring this lawsuit. Is

9 that correct?

10 A. Correct.

11 Q. And that's what it does as far as you know?

12 A. Correct.

13 Q. That's what it was intended?

14 A. Yes.

15 Q. Go Global was a party to the agreement, right?

16 A. Yes.

17 Q. And what it was doing here was assigning the

18 rights of Go Global that it had in the agreement?

19 A. Yes.

20 Q. And giving the assignee, the trust, the right

21 to file this action?

22 A. Yes.

23 Q. You did not assign anything to it. You did

24 not assign any rights to the Alexander Christopher

25 Trust?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 20

1 MR. McDONALD: Object to the form.

2 A. In general or in this agreement?

3 BY MR. LIONEL:

4 Q. In this agreement, assignment.

5 A. Correct.

6 Q. In other words, as I read this, Go Global had

7 the rights under the agreement, and it assigned those

8 rights to the trust. Is that correct?

9 A. That statement that you just made seems

10 correct to me.

11 Q. In other words, all the rights under the

12 agreement?

13 A. That's my understanding.

14 Q. And, as a matter of fact, everything recovered

15 would belong to the trust under this agreement.

16 MR. McDONALD: Object to the form.

17 BY MR. LIONEL:

18 Q. Is that correct?

19 A. I believe so.

20 Q. And I refer you specifically to under Terms,

21 the second paragraph.

22 A. Right.

23 Q. So, therefore, once this is signed, as I

24 understand it -- correct me if I'm wrong -- all the

25 rights under the agreement which earlier had belonged to

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 21

1 Go Global were now belonging to the Alexander

2 Christopher Trust. Is that right?

3 MR. McDONALD: Same objection.

4 A. Correct.

5 BY MR. LIONEL:

6 Q. You didn't assign anything to it, to the

7 trust?

8 MR. McDONALD: Object to the form.

9 A. Legally, I don't know if that's a correct

10 statement. I'm not saying it's wrong, but it says, "The

11 assignee shall be entitled to all money, assets or

12 compensation remaining to be paid pursuant to the

13 purchase agreement or from any act of recovery seeking

14 to enforce the obligations of the parties therein."

15 So in my opinion, I'm assigning certain things

16 to the trust from Go Global.

17 BY MR. LIONEL:

18 Q. Did anybody else besides Go Global have an

19 interest that could be assigned?

20 MR. McDONALD: Object to the form.

21 A. Possibly, yes.

22 BY MR. LIONEL:

23 Q. I beg your pardon?

24 A. Possibly.

25 Q. When you say possibly, who are you referring

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 22

1 to?

2 A. Well, it could have been any of Go Global's

3 investors, as well.

4 Q. Oh, I'm not -- what I'm looking at,

5 Mr. Huerta --

6 A. You can call me Carlos.

7 Q. Carlos, I'm not looking at any investors. I'm

8 looking really basically at two possible entities, you

9 and Go Global, and it appears at least -- I'm not going

10 to put words in your mouth. You accused me once of

11 that, I think --

12 A. Maybe once.

13 Q. Maybe once -- that this is an assignment of

14 all the rights in that agreement and giving the trust

15 the right to bring the action, and any money that comes

16 in, if any, belongs to the trust, and I understand it's

17 a C Corp. that you have.

18 A. S, S Corp.

19 Q. S Corp. Excuse me. I'm sorry.

20 A. Sure.

21 Q. Am I correct in that statement?

22 A. I believe so, yes.

23 Q. Thank you.

24 A. Sure.

25 Q. And, Mr. Huerta, let's go back to the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 23

JA_004516

1 agreement.

2 A. Exhibit 1?

3 Q. Exhibit 1, yes.

4 A. Okay.

5 Q. Under Paragraph 2, which is SR002011 --

6 A. I'm at 2011.

7 Q. That's right, Paragraph 2, Consideration.

8 A. Okay.

9 Q. When is the last time you looked at this

10 exhibit?

11 A. About a year ago maybe.

12 Q. And I'm going to read into the record 2(a).

13 It says, "Consideration: For and in consideration of

14 seller's transfer of the membership interest hereunder,

15 buyer agrees: (a), buyer shall owe seller the sum of

16 \$2,747,729.50 as noninterest-bearing debt with,

17 therefore, no capital calls for monthly payments. Said

18 amount shall be payable to seller from future

19 distributions or proceeds (net of bank/debt owed

20 payments and tax liabilities from such proceeds, if

21 any), distributed to buyer at the rate of 56.20 percent

22 of such profits, as, when and if received by buyer from

23 the company."

24 Did I read it correctly?

25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 24

1 Q. And what the trust is suing for now, your

2 trust -- when I say your trust, Alexander Christopher

3 Trust basically --

4 A. I just call it ACT if it helps you say that

5 every single time.

6 Q. Okay. I'm not sure.

7 A. No problem.

8 Q. And what you're suing for -- what ACT, the

9 trust, is suing for is this amount of money based on

10 this provision in here. Is that correct?

11 MR. McDONALD: Object to the form.

12 A. Correct.

13 BY MR. LIONEL:

14 Q. I'm not saying there were not other

15 provisions, but that is where the number comes from that

16 you're suing from. Is that correct?

17 A. Yes.

18 Q. Are you aware of any distributions by Eldorado

19 in 2008?

20 A. No.

21 Q. 2009?

22 A. No.

23 Q. 2010?

24 A. No.

25 Q. 2011?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 25

1 A. No.

2 Q. 2012?

3 A. No.

4 Q. 2013?

5 A. No.

6 Q. 2014 to date?

7 A. No.

8 Q. Where did the language in that paragraph come

9 from, and when I say that, I'm referring to the language

10 "as, when" -- that distributions, "as, when and if

11 received by buyer from the company." Where did that

12 language come from?

13 A. If I had to say, I would say Ken Woloson, but

14 I mean, I --

15 Q. Did it appear in the drafts?

16 A. Right.

17 Q. You never edited that out?

18 A. Oh, I don't remember.

19 Q. I beg your pardon?

20 A. I do not remember if that part specifically

21 was edited by me or Mr. Dunlap or anyone else. I mean,

22 it was seven years ago or six and a half years ago.

23 Q. Are you saying -- you're not saying it was not

24 in the drafts? Are you parsing my question?

25 A. You asked me a double negative, "You're not

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 26

1 saying it wasn't in the drafts. You're saying it wasn't

2 in the drafts?" I'm guessing that it was in the drafts.

3 Q. Was it in the drafts?

4 A. I believe so.

5 Q. Do you remember any discussion with respect to

6 that language?

7 A. No.

8 Q. In your view, what did the word "if" in there

9 mean?

10 MR. McDONALD: Object to the form.

11 A. Well, I guess there are no guaranties in life.

12 Maybe the property didn't sell or wouldn't sell. It

13 just sat there, in which case my money that I'm owed

14 would just sort of sit there, if the property doesn't

15 sell or if it doesn't receive any rents like from a gun

16 club or if it doesn't receive any proceeds at all.

17 I mean, at this point in 2008, I was

18 relinquishing control of Eldorado Hills, LLC, which did

19 own a tangible substantial asset in 160 acres and

20 everything that I've described. So I couldn't guarantee

21 that the individual that now controlled Eldorado Hills,

22 LLC, would sell it. I couldn't force them to do it. I

23 mean, they were controlling me, the company.

24 So, you know, if you invest in a stock and it

25 never produces a dividend, I guess you can't really do

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 27

JA_004517

1 anything about it until the company sells or merges, or,
 2 you know, you can sell the stock maybe, but you just
 3 can't control when you're going to get a dividend or
 4 distributions at that point.
 5 BY MR. LIONEL:
 6 Q. So what you're saying is there was no
 7 assurance that there would be any distributions at any
 8 point in time?
 9 MR. McDONALD: Object to the form.
 10 A. I don't -- there was no assurance, yes, that
 11 the property would sell at any point in time or there
 12 would be any distributions out of the company.
 13 BY MR. LIONEL:
 14 Q. Going back to 2008, in October, the month that
 15 the agreement was executed --
 16 A. Okay.
 17 Q. -- did you have any discussions with
 18 Mr. Rogich with respect to Nanyah Vegas?
 19 A. Yes. Yes.
 20 Q. More than one?
 21 A. I definitely had one with Mr. Rogich, and I
 22 definitely had one with Ken Woloson, Mr. Rogich's
 23 attorney.
 24 Q. Do you know where was the discussion with
 25 Mr. Rogich?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 28

1 A. At the Howard Hughes office.
 2 Q. And who was there?
 3 A. Mr. Rogich and myself.
 4 Q. Was Melissa Olivas there?
 5 A. Melissa works for Sig, right. So she has an
 6 office there. I don't think she was present during our
 7 conversation, but she was probably somewhere in her
 8 office. You know, there's multiple offices within that
 9 suite.
 10 Q. Well, I'm not trying to find out about her
 11 office. I want to know if she was present during that
 12 conversation.
 13 A. I'd say she was present in the suite but not
 14 necessarily in the office where Mr. Rogich and I talked
 15 about it. So I don't know how close you're talking.
 16 So...
 17 Q. She may have been there?
 18 A. I don't believe so, no.
 19 Q. Fine. Tell me what you said and what he said.
 20 A. Oh --
 21 Q. Was anybody else there?
 22 A. I don't think so, no.
 23 Q. What did you say, and what did he say?
 24 A. The conversation that I remember -- and I'm
 25 quite certain there was more than one. Like I told you

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 29

1 before, I had an office there myself, at the Howard
 2 Hughes office, within Rogich's suite. Okay?
 3 Q. So let's talk about that for a minute.
 4 A. Sure.
 5 Q. You had your office on Post Road at the time,
 6 didn't you?
 7 A. My business card actually had the Howard
 8 Hughes address because I had an office there. I also
 9 bought a building, and my staff was at the Post Road
 10 address, not that I would never go to the Post Road
 11 address, but my business card was actually at the Howard
 12 Hughes address.
 13 Q. I'm not asking about the business card. Where
 14 did you office at that time?
 15 A. At the Howard Hughes address. Just like
 16 Lionel Sawyer & Collins has an office here and they have
 17 one in Carson City, I had one at Howard Hughes, and I
 18 had one on Post Road, Go Global did.
 19 Q. When you say Go Global, tell me, it was a
 20 Subchapter S corporation, and you seem to do
 21 transactions, it seems to me, in either your own
 22 personal or individually or for Go Global, but when you
 23 say Go Global's office, did it have a particular office
 24 there?
 25 A. Correct.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 30

1 Q. Did it have employees?
 2 A. Sometimes. Summer Rellamas would work out of
 3 that office when I needed her to.
 4 Q. Did she work out of Mr. Rogich's office?
 5 A. Yes.
 6 Q. Often?
 7 A. Yes.
 8 Q. Did she have an office or a desk there?
 9 A. Yes.
 10 Q. Tell me what you said and what Mr. Rogich said
 11 there.
 12 A. So, again, I'm sure we had more than one
 13 conversation because you don't complete a draft like
 14 this, you know, in one conversation, but the one
 15 conversation --
 16 Q. No, I want to know any conversation about
 17 Nanyah Vegas.
 18 A. I know. I'm giving you a precursor to what
 19 I'm about to say. We probably had more than one
 20 conversation, but I specifically remember one between
 21 Rogich and myself, and it involved not only Nanyah
 22 Vegas, it involved other investors including Nanyah
 23 Vegas.
 24 So Mr. Rogich, if you're not aware, bought out
 25 two other investors that were Go Global's. Those

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 31

JA_004518

1 investors were Craig Dunlap and Eric Rietz. Mr. Rogich
2 actually wrote checks to each one of them.

3 Q. At that time?

4 A. In that month.

5 Q. I beg your pardon?

6 A. In October.

7 Q. In October. I'm sorry.

8 A. No, you're fine.

9 And so we were discussing the steps as we were
10 contemplating them to occur about the buyout where Sig
11 Rogich would assume the interest of Eldorado Hills, LLC,
12 or the membership interest, and Sig told me that he
13 would be buying out all of the investors, Nanyah and
14 Robert Ray as well.

15 He started with Craig Dunlap and then Eric
16 Rietz, wrote them checks, and he said, "My intention is
17 just to buy everybody out," and I said -- go ahead. You
18 have a question?

19 Q. No, go ahead.

20 A. Okay. "My intentions are to buy everybody
21 out." I said, "Great." My sum was larger than
22 everybody else's, and he said he would need time for
23 that, and that's when we started putting together this
24 agreement.

25 Q. What was said about Nanyah Vegas, if anything?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 32

1 A. He was one of the investors. His plan was
2 just to buy them out, and he was one of the four, not
3 including Go Global.

4 Q. What was said about Nanyah Vegas specifically?

5 A. That he would pay them the amount that they
6 invested.

7 Q. He said that about Nanyah?

8 A. Yes.

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

10 A. Yes.

11 Q. Tell me how he knew about it.

12 A. Sig Rogich was a comanager of Eldorado Hills,
13 LLC. All right? He is the one that actually came up
14 with the idea to buy the property. Sig was intimately
15 involved in the management of Eldorado Hills, LLC. Sig
16 Rogich was a coborrower on about a \$20 million loan.
17 One, I think, with maybe 18 million with Alliance
18 Mortgage, and then we refinanced that with ANB
19 Financial. Sig was a coborrower on both.

20 Sig knew of all the capital that was involved
21 with Eldorado Hills and how much we needed, how much the
22 monthly payments to those lenders was.

23 The ANB Financial one was over \$170,000 a
24 month. He made some payments towards that. So being
25 that it was a lot of money that was involved, he knew

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 33

1 that Eldorado Hills, LLC required capital. It required
2 management. He assisted with that management. He
3 participated in that management.

4 When payments were due to different entities
5 being Nevada Power, the water -- Las Vegas Valley Water
6 District, the mortgage payments, whatever it is,
7 Mr. Rogich knew and had records of, and so did
8 Ms. Olivas, that payments were being made out of
9 Eldorado Hills, LLC.

10 So when these large chunks of money were
11 necessary for whatever it was to manage this large
12 asset, Mr. Rogich was aware.

13 So there came a point in time where -- many
14 times every month -- where a large payment was due to
15 the bank, whoever the lender was. Either Mr. Rogich or
16 myself or both funded Eldorado Hills, LLC, with hundreds
17 of thousands of dollars to millions of dollars.

18 There also came a time where our other lender,
19 Antonio Nevada, LLC, was promised money. In order to
20 meet our obligation to Antonio Nevada, LLC, there came a
21 payment of \$3 million. If that \$3 million payment
22 wouldn't have been made -- and I believe that was in '07
23 that it was due -- then Antonio's deal, from my
24 understanding at the time, would escalate and grow, and
25 we would owe Antonio a lot more money if we didn't make

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 34

1 that payment.

2 So at the time that the payment was due,
3 Mr. Rogich didn't have enough money to pay off Antonio.
4 I came up with three-quarters of the money owed to
5 Antonio, and Mr. Rogich came up with the other quarter.
6 I want to divide it into about 2.2 something million
7 dollars that Go Global contributed into Eldorado Hills,
8 LLC. Mr. Rogich contributed 770, \$780,000.

9 So I never knew that Mr. Rogich was going to
10 run out of money. I didn't know what his actual
11 personal financial situation was. I presumed he had a
12 lot of money. So when he didn't have enough money to
13 pay off Antonio, which I believe was in the fall of 2007
14 or late summer of 2007, I said, "Okay, Sig, I have the
15 money, or I can come up with a good portion of the
16 money. I'm going to advance it to the company, but I'm
17 also working on bringing in investors." I was also
18 working, as I've described previously in another
19 deposition, on doing a joint venture or teaming up with
20 the Giroux property and doing a larger project.

21 So as I'm working on that, I tell Sig, "Okay,
22 I'll advance the money to Eldorado Hills, and when some
23 of this money comes in, Go Global or Carlos Huerta will
24 be repaid." He agreed.

25 The intention was, as the operating agreement

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 35

JA_004519

1 read and as the tax returns and the K-1s that you're
 2 familiar with say, Mr. Rogich was 50 percent and Go
 3 Global was 50 percent, or Mr. Rogich's entity, whatever
 4 that was. The intention was if Sig put in a dollar, Go
 5 Global and/or Carlos Huerta would put in a dollar.

6 So at the point where Go Global contributes
 7 two point something million dollars, 2.2, \$2.3 million
 8 to pay off the Antonio debt, Mr. Rogich no longer put in
 9 his equivalent dollar for Go Global's dollar. Go Global
 10 had put in a lot more money.

11 Mr. Rogich was aware of that. Mr. Rogich was
 12 aware that Antonio was paid \$3 million. So when
 13 Mr. Rogich was aware that Antonio was paid \$3 million,
 14 he knew that he himself didn't even come up with half of
 15 that.

16 When he knew he didn't come up with half of
 17 that, he was aware that somebody else did, that being Go
 18 Global and/or Carlos Huerta. So at the time, Mr. Rogich
 19 knew he was short of cash. He was short of money. Go
 20 Global had put in a lot more money. Go Global was owed
 21 money from Eldorado Hills, LLC, going back of which he
 22 was a comanager of.

23 As a comanager of an entity that had borrowed
 24 millions of dollars and owned hundreds of acres and
 25 thousands of square feet of buildings, Mr. Rogich was

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 36

1 well aware of the financial situation of Eldorado Hills,
 2 LLC. I had an office in his suite at Howard Hughes
 3 Parkway. We would interact regularly except maybe when
 4 he was on a trip or I was on a trip, regularly. We
 5 would run into each other.

6 Sometimes we would have wine in his office.
 7 We would talk about business almost all the time,
 8 sometimes about Ohio State football. He liked Ted Ginn.
 9 He liked Ohio State football, but for the most part, we
 10 talked about business.

11 When we talked about business, he was aware
 12 that there was a shortfall. Go Global had advanced it.
 13 Eldorado Hills owed it.

14 Q. Are you finished?

15 A. I think so.

16 Q. I didn't hear Nanyah Vegas in what you just
 17 said.

18 A. Because you asked me a question about did
 19 Mr. Rogich know about the money that was in Eldorado
 20 Hills, LLC. I already had answered the Nanyah part when
 21 we talked about the other investors. I talked to
 22 Mr. Rogich specifically about all the investors.
 23 They're not only mentioned in Exhibit 1, they're also
 24 mentioned in the documents with TELD and Flangas and
 25 Eliades. So it's pretty clear in my opinion that Nanyah

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 37

1 was a known entity.

2 Sig Rogich signed these agreements. He signed
 3 the back of Exhibit 1 where Nanyah is mentioned. I
 4 doubt that Mr. Rogich, a guy that's been in business for
 5 50 years, would have signed an agreement that says he's
 6 responsible to pay \$1.5 million to Nanyah Vegas and
 7 never have heard of them.

8 So back to my prior answer to your prior
 9 question before my long explanation of the Eldorado
 10 Hills finances and how did Mr. Rogich know, because your
 11 question kind of was asked with a tone like he didn't
 12 know, like Sig is now, "I didn't know, I wasn't aware of
 13 what was going on," I think that that was a bit foolish
 14 in the way you said it in my opinion.

15 So Sig Rogich was very aware of Eldorado Hills
 16 and very aware of its finances, but in the prior
 17 conversation, we talked about all of the investors. It
 18 was Craig Dunlop, it was Eric Rietz, it was Eddyline
 19 Investments, which Mr. Rogich knows who that is.

20 At one point, he had Nick Santoro represent
 21 him against Eddyline Investments or one of its
 22 principals. He knew about Robert Ray who had been in
 23 his office, which is the Ray Family Trust. He knew
 24 about Antonio Nevada, LLC, because he knows the
 25 principal of Antonio Nevada, LLC, very well, and he also

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 38

1 knew about Nanyah Vegas, who I had been working on in
 2 2007, the whole year, had flown to Israel to meet with
 3 him to try and bring in capital towards our project,
 4 which I was successful at. I just didn't bring in the
 5 capital at the time that the money was due to Antonio.

6 So we talked about Nanyah Vegas as I was
 7 bringing in an investor. When I brought in that
 8 investor, being Nanyah Vegas, Sig was aware of Nanyah
 9 Vegas.

10 Q. Did you tell him when you brought in Nanyah
 11 Vegas?

12 A. Yes.

13 Q. When was that conversation?

14 A. Again, in 2007, I flew to Israel to meet the
 15 principal of Nanyah Vegas. Sig was aware that I went to
 16 Israel. I mean, I literally went on a plane from
 17 Las Vegas and flew to Israel. He was aware of that. He
 18 was aware of all of our investors. He was aware of the
 19 finances of Eldorado Hills, LLC, as was Melissa Olivas.
 20 So he not only knew when the money came in, he knew
 21 about the lead up.

22 I mean, for the most part, you've invested
 23 yourself, I believe, a lot of money over your days,
 24 right? I don't think that you just all of a sudden say,
 25 "Hey, Mr. Madoff, here is \$24 million." You probably

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 39

JA_004520

1 had some type of a lead up before you invest with
 2 somebody. I doubt that you would just say, "Hey, here
 3 it is." So I had a lead up with Nanyah Vegas.
 4 Sig was intimately involved again with the
 5 management of Eldorado Hills, LLC, a Nevada limited
 6 liability company, that was established by Sig Rogich of
 7 Go Global. So he was aware of the workings. So not
 8 only did he know in December of '07 when Nanyah Vegas'
 9 money came in, he knew before. Nanyah Vegas had
 10 committed to investing like a month or two before. He
 11 just didn't send the money until December.
 12 So when you try to pinpoint it now in 2014 and
 13 say, "Did he know right in December when he sent the
 14 money," yes, he did, but not only did he know in
 15 December, he knew before December.
 16 Q. You keep telling me what Mr. Rogich knew. I
 17 want to know your conversation with him about Nanyah
 18 Vegas. So I'm asking you specifically, when was the
 19 first time you discussed Nanyah Vegas with Mr. Rogich?
 20 MR. McDONALD: To be fair, you did ask
 21 previously whether Sig knew about Nanyah. So I believe
 22 that's what he was answering.
 23 MR. LIONEL: I understand.
 24 A. And I answered yes to that question about
 25 whether Sig knew about Nanyah Vegas.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 40

1 BY MR. LIONEL:
 2 Q. You did. I understand you gave me an answer,
 3 but my question now is when did you first speak to
 4 Mr. Rogich about Nanyah Vegas?
 5 A. Exact date I don't know, but it would have
 6 been sometime in the spring of 2007, seven years ago.
 7 Q. Tell me about that conversation. Where was
 8 that conversation?
 9 A. Okay. Just like you refer to this Exhibit 1
 10 repeatedly, I'm going to refer to this story again. I
 11 had an office in Mr. Rogich's suite at the time. I
 12 would speak to Mr. Rogich regularly. So I would have
 13 spoken to him on any day of the week, probably not a
 14 weekend, any day, Monday, Tuesday, Wednesday, Thursday,
 15 Friday, any time between '06 and '09 when I maintained
 16 an office there. We would speak on the phone sometimes,
 17 but the majority of the time I would speak to Sig Rogich
 18 at the Howard Hughes office.
 19 Q. I'm asking you --
 20 A. Where. You asked me where.
 21 Q. What did you say and what -- now, this is in
 22 the spring of 2007. What did you say to him, and what
 23 did he say to you?
 24 A. Verbatim I can't tell you.
 25 Q. I don't want verbatim.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 41

1 A. Okay. So, again, I tried to give you the most
 2 complete answer that I could. I think I did a really
 3 good job of that earlier. So Mr. Rogich and I owed
 4 money. We owed money to the bank. We owed money to
 5 Antonio.
 6 Q. I'm not interested in that. I'm interested in
 7 your conversation with him.
 8 MR. McDONALD: Just that specific
 9 conversation. If you don't recall that specific
 10 conversation, that's fine. Just give him the gist of
 11 what you remember.
 12 A. The conversation would have said I'm raising
 13 more money, as Mr. Rogich was trying to raise more
 14 money. When I raise more money, Eldorado Hills will
 15 have more capital. Nanyah Vegas was just one investor
 16 that I was dealing with that Mr. Rogich was aware of,
 17 and I said, "This is an investor that is interested in
 18 investing in our project. So when he becomes an
 19 investor, we'll have more capital." He knew that I was
 20 working on it actively.
 21 Q. What did he say when you said that, as best
 22 you recall?
 23 A. "God speed. Go for it. Please bring in more
 24 capital." That was part of our job. He would be happy
 25 to have investors come in and invest with us.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 42

1 Q. Did you mention the name Nanyah Vegas at the
 2 time?
 3 A. Oh, well the principal of Nanyah Vegas is Yoav
 4 Harlap. I don't remember when Nanyah Vegas was formed,
 5 if it was formed already. Nanyah Vegas itself was an
 6 entity controlled by Harlap. I probably referred to
 7 Nanyah Vegas as its principal Harlap, many times how
 8 we'll refer to Go Global as Huerta.
 9 Q. Is that the gist of that conversation that you
 10 that had with him?
 11 A. No, no, no, I wouldn't have -- oh, I wouldn't
 12 have had the conversation on the details between Nanyah
 13 Vegas and Yoav Harlap. I would have just called him
 14 Harlap if we're talking specifically about the name
 15 Nanyah Vegas.
 16 Nanyah Vegas probably didn't come into
 17 fruition up until the point where Nanyah Vegas actually
 18 sent the money and they formed an LLC in Nevada. It's
 19 just a name. It's not Ford Motor Company. It's just a
 20 small LLC.
 21 Q. What you did, the only name you gave them was
 22 Harlap, Yoav Harlap?
 23 A. Probably, yes.
 24 MR. LIONEL: That's Y-o-a-v H-a-r-l-a-p.
 25 BY MR. LIONEL:

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 43

JA_004521

1 Q. Did you have any subsequent conversations with
2 him about Nanyah Vegas specific after Mr. Harlap sent
3 you money?
4 A. Yes.
5 Q. When?
6 A. Well, we already talked about the one in Sig's
7 office, right? We know that one in 2008.
8 Q. I've heard your testimony.
9 A. So that's one, and I don't remember specific
10 other conversations in regards to Nanyah Vegas.
11 Q. Did you have any discussions with Mr. Rogich
12 in October of 2008 with respect to Nanyah Vegas?
13 MR. McDONALD: Asked and answered.
14 A. We went to Nevada Title on Buffalo to sign the
15 documents to close this transaction. I believe it was
16 on Halloween of 2008.
17 BY MR. LIONEL:
18 Q. Was that the 31st?
19 A. I believe so, yes.
20 Q. And --
21 A. Mr. Rogich was wearing -- I can remember what
22 he was wearing, by the way. Okay? And so we went
23 through in the lobby prior to going into the actual
24 office, okay, of Nevada Title -- and Melissa was there,
25 too, that day, just in case you ask me that one. We

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 44

1 went through all the different investors and what his
2 plan would be with this asset, and we mentioned them
3 all.
4 We had already signed -- I believe we had
5 already signed the Exhibit 1. Now we're going in to do
6 the -- to sign over the deal to TELD and the Eliades
7 group, right?
8 So we went over all the investors who are also
9 in the TELD and Eliades documents in addition to Exhibit
10 1, and he again said, "Yeah, let's set up a meeting with
11 Robert Ray," which I did set up with him later on at
12 Howard Hughes, "and I'm going to work to" -- I forget
13 how he was going to raise the funds. He had different
14 ways of raising capital. He had different assets, and
15 he was going to pay these investors off, no profit, just
16 give them their money back, and he was going to continue
17 to own, I believe, 40 percent of the company along with
18 Eliades and his group.
19 And so we went through that he was going to
20 pay these guys off, including Nanyah Vegas.
21 Q. This was on the 31st of October?
22 A. It was the day we went to Nevada Title, which
23 I believe was October 31st.
24 Q. Halloween?
25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 45

1 Q. Did you have any discussion with him in
2 October of 2008 other than the one you just talked about
3 with respect to Nanyah Vegas?
4 A. I don't remember. Chances are very high that
5 we did, but I don't remember specifically any other than
6 the two that we've mentioned here or discussed here
7 today.
8 Q. Did you have any discussions that month with
9 Melissa Olivas, O-l-i-v-a-s?
10 A. I don't remember.
11 MR. McDONALD: Other than the one on
12 Halloween, correct?
13 MR. LIONEL: She was there he testified.
14 A. Yes, she was there.
15 BY MR. LIONEL:
16 Q. Did you have any discussions in October of
17 2008 with Ken Woloson --
18 A. Yes.
19 Q. -- about Nanyah Vegas?
20 A. Yes.
21 Q. More than one?
22 A. Yes.
23 Q. How many?
24 A. I can't say if it was five, six, seven, eight
25 or nine along with those drafts that we worked on, but

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 46

1 he and I put this agreement together, and we discussed
2 all the investors.
3 Mr. Woloson specifically requested that I
4 assist Mr. Rogich in getting all the investors to the
5 table where they wouldn't want to earn or demand any
6 profits or interest. He just wanted to pay them their
7 money back.
8 Q. I want to know about your conversation with
9 Mr. Woloson with respect to Nanyah Vegas.
10 A. That's what I just attempted to answer. If I
11 did a poor job, I apologize.
12 Q. Please take another crack.
13 A. When Mr. Woloson and I would discuss -- were
14 discussing Exhibit 1, we discussed all of the investors,
15 including Nanyah Vegas, and so we had multiple
16 discussions in regards to this agreement, Exhibit 1.
17 Okay?
18 I was actually -- at this time, I remember
19 many of the drafts were sent up to Lake Tahoe where I
20 was. I would speak to Mr. Woloson. Sometimes Melissa
21 was on the phone, usually. Every once in a while,
22 Rogich's CPA Pat Sanchez was on the phone as well. So
23 it was a conference call, Mr. Woloson, myself sometimes
24 individually, Mr. Woloson with myself and Melissa
25 Olivas, Mr. Woloson with Ms. Olivas and also

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 47

JA_004522

1 Ms. Sanchez.

2 We discussed this agreement several times,

3 reviewed different drafts, discussed it. Nanyah Vegas

4 was an integral part of this agreement. I wanted to

5 make sure that all the investors showed up on the

6 agreement.

7 Even though at that time Mr. Rogich and I had

8 put a company together and we had made \$30 million

9 together, I trusted Mr. Rogich that he would honor what

10 he told me, but I put it in the agreement just in case

11 something happened to Mr. Rogich and his trust or

12 anybody else would be responsible to pay these guys.

13 And so we put them in the agreement, and Mr. Woloson and

14 I discussed all the different members.

15 At this point time, we didn't include Dunlap

16 and Rietz because I believe Rogich had already paid

17 them, and they accepted par value for what they had

18 invested, and they were out. So we didn't include them

19 in this agreement, but we discussed all the other

20 members, including Nanyah Vegas, who we now know is Yoav

21 Harlap.

22 Q. After you got the money from Mr. Harlap in

23 December of 2007, did you tell Mr. Rogich that you got

24 that money?

25 A. I did.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 48

1 Q. When?

2 A. When we received it. When we received it or

3 the next day.

4 MR. McDONALD: Sorry. Just to clarify, you're

5 referring to the Nanyah Vegas investment, right?

6 MR. LIONEL: I'm talking about the money.

7 MR. McDONALD: The money that Nanyah Vegas

8 invested or just in general?

9 MR. LIONEL: I'm talking about the money.

10 MR. McDONALD: I'll object to the form then.

11 MR. LIONEL: I wasn't aware he had invested

12 any money. We'll get to that.

13 MR. McDONALD: I'll object to the form.

14 BY MR. LIONEL:

15 Q. You had a conversation probably the next day,

16 you say?

17 A. It would have been the day of or the next day.

18 Q. This conversation was where?

19 A. It probably would have been telephonically.

20 Q. What did you tell him?

21 A. That the money had arrived.

22 Q. You told him -- did you tell him how much it

23 was?

24 A. Of course.

25 Q. Tell me the conversation, please, the best you

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 49

1 remember it.

2 A. The money arrived in the Eldorado Hills -- the

3 money arrived. It's now in the Eldorado Hills account.

4 There's \$1.5 million that we've been expecting for

5 months now, and Mr. Rogich discussed the fact that Go

6 Global had put in almost \$4 million of money or a little

7 more than \$4 million into Eldorado, Hills, LLC, from the

8 inception of Eldorado Hills, LLC, and at that point,

9 Eldorado Hills, LLC, was going to try to pay Go Global

10 back some of its money.

11 So we discussed that transaction, Yoav Harlap,

12 Nanyah Vegas investing into Eldorado Hills, Eldorado

13 Hills owing Go Global money back. He agreed. Go Global

14 got paid some of its money back. So Go Global ended up

15 with two point something million dollars in Eldorado

16 Hills, LLC.

17 Q. The money from Mr. Harlap was wired. Is that

18 correct?

19 A. I believe so, yes.

20 Q. Wired to where?

21 A. It first went into Canamex Nevada, LLC, I

22 believe.

23 Q. What did you tell Mr. Rogich as to where that

24 money was?

25 A. I told Mr. Rogich that the \$1.5 million from

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 50

1 Canamex Nevada, LLC, had now been transferred into

2 Eldorado Hills, LLC's checking account.

3 Q. That was the day after you got it, you say?

4 A. It would have been the day of or the day

5 after, and it could have been telephonically. It could

6 have been at the office that I had an office at with

7 Mr. Rogich. I don't remember.

8 Q. You told him the money was -- had come into

9 Canamex?

10 A. Canamex, uh-huh.

11 Q. You told him that?

12 A. Yes.

13 Q. And that the money had been transferred to

14 Eldorado?

15 A. Correct, which it was.

16 Q. And you had done that?

17 A. Right.

18 Q. As soon as it came in?

19 A. I believe so, yes.

20 Q. The same day?

21 A. Or the day after.

22 Q. And you told him that, and what did he say?

23 A. "Good job. Great. Let's keep going."

24 Q. And you told him the money was for what?

25 A. It was a capital contribution to Eldorado

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 51

JA_004523

1 Hills, LLC.

2 Q. From whom?

3 A. At that point, it became Nanyah Vegas. It

4 wasn't just Yoav Harlap.

5 Q. Was it formed at that time?

6 A. Nanyah Vegas?

7 Q. Yes.

8 A. I believe so, yes.

9 Q. And you told him it was from Nanyah Vegas?

10 A. I believe so.

11 Q. For a capital contribution to --

12 A. Eldorado Hills.

13 Q. -- Eldorado Hills?

14 A. Correct.

15 Q. And he said "good" or something to that

16 effect?

17 A. Yeah. I just brought in a million and a half

18 dollars. It's a pretty good day.

19 Q. What else did you tell him?

20 A. I think that was all I told him, Mr. Lionel.

21 Q. Did you have any conversation -- further

22 conversation with him about that million and a half?

23 A. I believe it was mentioned in my previous

24 response. The million and a half just didn't come in as

25 a surprise. It didn't just arrive into our bank account

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 52

1 like poof. You know what I mean? It was planned. We

2 were expecting it.

3 So we had conversations about all the

4 investors, including Nanyah Vegas. So we were expecting

5 the million and a half to arrive. When wires are sent,

6 sometimes they don't get there the same day that the guy

7 says he sent it from overseas or the person or the lady

8 or the company. They might arrive the next day, but we

9 had been expecting his one and a half million dollars

10 for at least a month.

11 Q. So you called Mr. Rogich the next day or

12 whatever it was that a million and a half had come in?

13 A. Correct.

14 Q. Did you tell him that it came into the Canamex

15 Nevada account?

16 A. Yes.

17 Q. And that that was to be an investment in

18 Eldorado. Is that right?

19 A. Yes.

20 Q. Did you tell him anything else --

21 A. Not that I --

22 Q. -- besides what you just said?

23 A. Not that I recall.

24 Q. Did you have any further conversation with him

25 about the million and a half?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 53

1 A. Not that I recall.

2 Q. And that was to be an investment. Is that

3 correct? And that was to be an investment in Eldorado?

4 A. Correct.

5 MR. LIONEL: Why don't we take a break.

6 (Recess taken.)

7 MR. LIONEL: Back on the record.

8 BY MR. LIONEL:

9 Q. Is it a fair statement that Nanyah Vegas was

10 never given a membership interest in Eldorado?

11 MR. McDONALD: Object to the form.

12 A. That is a technical question. I don't think I

13 have the knowledge to answer it. In my opinion, I think

14 that they should have been, but since the buyout

15 occurred basically within the year that they invested,

16 that was going to be undone by this buyout when Nanyah

17 Vegas was supposed to get paid back.

18 BY MR. LIONEL:

19 Q. No, do you know whether Nanyah Vegas had a

20 membership certificate?

21 A. No.

22 Q. You were manager at the time the money came in

23 to you?

24 A. Correct.

25 Q. And you don't know whether he got a membership

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 54

1 certificate?

2 A. No, I answered no, they didn't get a

3 membership certificate like a piece of paper. I agreed

4 with you that they didn't receive a certificate.

5 Q. Was there a reason it didn't?

6 A. Yeah, I think so.

7 Q. What's the reason?

8 A. At the time and throughout these years, we

9 managed these companies like very closely held

10 companies, family companies, trust, handshake type

11 situations sometimes. At one point, Mr. Rogich made

12 over \$11 million on one transaction.

13 Q. On Eldorado?

14 A. No, in another transaction that I was a member

15 in, and he didn't invest a penny, literally zero. I

16 invested like \$7 million, and I made the same amount as

17 Mr. Rogich. So sometimes we would agree to, "Hey, let's

18 go raise money. You raise what you can raise. I'll

19 raise what I can raise. We'll put it in the same

20 proverbial shoebox. We'll do the deal. Hopefully,

21 knock on wood, we all make money." So sometimes we

22 didn't give a piece of paper.

23 On that prior deal, Mr. Rogich didn't put any

24 money in. So he didn't get a piece of paper that he put

25 any money in, but he still was a partner and made money.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 55

JA_004524

1 So in the case of Nanyah Vegas, the intention
2 was that they were going to become a member. Of course
3 they invested \$1.5 million. They ended up investing
4 very late in 2007. Technically speaking, should he have
5 received the membership to end the 2007 tax year? He
6 should have.

7 But he invested the \$1.5 million; then that
8 whole ANB Financial/FDIC situation surfaced; the fact
9 that Mr. Rogich had started to run out of money because
10 he said he gave all his money to his ex-wife, like \$8
11 million, and so we were scrambling a little bit to come
12 up with new financing, new loan, new investors. We had
13 just paid off a lot of money to Antonio Nevada in '07,
14 and so we didn't give him the certificate. The
15 intentions were that we would and we should have.

16 When Mr. Rogich came in with the Deus Ex
17 Machina, the cure all, let's fix it all, let's bring in
18 a new investor and we're just going pay everybody, I
19 said, "Okay, just pay everybody."

20 So we shook hands, we signed a piece of paper,
21 and he was going to buy everybody out, but he should
22 have received a certificate.

23 Q. Well, with respect to 2007 and the tax return,
24 why didn't you show him as a member?

25 MR. McDONALD: Object to the form.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 56

1 A. The tax return for Eldorado Hills wasn't
2 completed until late '08. So we're talking about '07.
3 Many times when you're running these companies, you file
4 an extension before April 15, and then you file the
5 return. That would have occurred -- the tax return
6 probably wasn't completed until September of '08.

7 At that point, we were already talking buy
8 out, Eliades and his group coming in -- that's
9 E-l-i-a-d-e-s -- and I probably just wouldn't have kept
10 on top of the fact that Nanyah Vegas' money came in in
11 December instead of January, and I just forgot. So he
12 was going to buy -- he, being Mr. Rogich, was going to
13 buy out the investors. He bought out two of them, as
14 mentioned, and we didn't put him in.

15 But in the end, if you invest a million -- at
16 the end of the day, if you go in and you invest a
17 million and a half with me and you get back a million
18 and a half a year later, there really isn't even a tax
19 consequence. So you just get your money back. So we
20 didn't give him the certificate. Just forgot on when he
21 invested, whether it was December or January, there was
22 a lot of other things going on at the time.

23 Q. Mr. Dunlap was not an investor in Eldorado.

24 A. You're helping me make my point. I agree with
25 you. So was Mr. Rietz, yeah.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 57

1 Q. They were investors in Go Global. They gave
2 the money to Go Global.

3 A. Who put the money into Eldorado Hills, LLC.

4 Q. Under their name, under Go Global.

5 A. Under Go Global, right, but Mr. Rogich wrote
6 checks back individually to Dunlap and Rietz, and he
7 didn't send it back to Go Global because that's the way
8 we manage our companies.

9 You know, I'm sure you might have situations
10 like that with your family members that maybe, "Hey,
11 invest some money with me. I'll get you some money
12 back." I do with my son, you know.

13 Q. Is there anything, any document that shows
14 that Nanyah Vegas was an investor in Eldorado?

15 MR. McDONALD: Object to the form.

16 A. Other than the bank statement for Eldorado
17 that we clearly received a million and a half dollars,
18 the purchase agreement that we referred to today,
19 Exhibit 1, shows that they invested a million and a half
20 dollars. Mr. Rogich signed that.

21 And then the other documents that we haven't
22 reviewed that were the TELD/Eliades agreements where
23 Nanyah Vegas is mentioned as an investor, or I forget
24 what they're called, qualified something or other -- I
25 think it's Exhibit D of that document that we signed

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 58

1 with the Eliades group -- they're mentioned in there.
2 So they were investors. The money went into Eldorado
3 Hills, LLC. \$1,500,000 went into Eldorado Hills, LLC.
4 The intention was that they would be a member in
5 Eldorado Hills, LLC.

6 BY MR. LIONEL:

7 Q. You testified that the million and a half had
8 come in by wire directly to the bank and that it would
9 show that it came from Nanyah Vegas. Is that correct?

10 A. The wire came into Canamex Nevada, LLC.

11 Q. When did you learn that?

12 A. I did in December of 2007.

13 Q. You testified this month that the wire came
14 into the bank on behalf of Nanyah Vegas.

15 A. Correct.

16 Q. That testimony was not correct, was it?

17 A. In terms of did the \$1.5 million go into
18 Canamex, or did it go into Eldorado, is that what you're
19 trying --

20 Q. The wire.

21 A. Yes, okay. Right, I may have not remembered
22 if it went directly into Eldorado Hills or Canamex
23 Nevada.

24 Q. So the million and a half came into Camanex
25 (sic).

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 59

JA_004525

1 A. Canamex, like Canada and Mexico.

2 Q. Canamex. I'm sorry. I'm aware of what it

3 stands for.

4 And you formed Canamex. It was your company,

5 right?

6 A. Right.

7 Q. And I believe you said you probably owned

8 half, 50 percent of the interest in there. Is that

9 correct?

10 A. That was the intention and then --

11 Q. Don't you know what you owned, what you had?

12 A. As we've discussed before, Canamex basically

13 never took off. So it didn't become a real substantial

14 entity. The intention of Canamex Nevada was to merge

15 with the Giroux property. That never occurred. We had

16 meetings about that with Ken Woloson and Melissa Olivas.

17 So the company never took off because of the

18 difficulty with ANB Financial and the FDIC. So I didn't

19 really remember who owned what in Canamex because in the

20 end, it really didn't matter because Canamex Nevada

21 never really got off of its feet. So we basically just

22 kept everything in Eldorado Hills, LLC.

23 Q. You testified that the million and a half came

24 in by wire to the bank in the name of Nanyah Vegas.

25 A. It came from Yoav Harlap and/or Nanyah Vegas.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 60

1 I'm not sure the sender, what the name of the account

2 was on it. So...

3 Q. Let's assume that there is nothing in that

4 account which shows that the million and a half came

5 from Nanyah Vegas. Is there anything else -- what are

6 you looking at now? You shouldn't be looking at any

7 exhibits unless I'm giving it to you. Do you understand

8 that?

9 A. I'm looking at a piece of paper. Do you want

10 to see it?

11 Q. Sure.

12 A. Here you go. That's my piece of paper.

13 (Document handed to Mr. Lionel.)

14 Q. Okay. But I don't think you should be looking

15 at it now.

16 A. What was your question?

17 Q. The document you're looking at now, has it got

18 a number on there?

19 A. No, this is mine.

20 Q. Nothing in the right hand --

21 A. No, just a date.

22 Q. Did you look at these before you came today?

23 A. I printed this out just so I could have it

24 today because I figured you were going to ask me dates.

25 He's produced this to your associate.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 61

1 Q. Is there any document which shows that the

2 million and a half came in from Nanyah Vegas as an

3 investment?

4 MR. McDONALD: Object to the form.

5 A. Okay. So you asked me this question more or

6 less in my opinion already. So I'm going to go back and

7 I guess I'm going to answer the same thing again.

8 We have a bank statement from Canamex Nevada

9 that shows a million and a half came in. That million

10 and a half came in from Nanyah Vegas and/or Yoav Harlap.

11 What it says in the actual wire detail I'm not sure, but

12 it will say something. I don't have that statement. I

13 thought I did, but I believe your associate has it. So

14 it should say that.

15 Then Canamex Nevada transferred the money

16 into -- all of it, all of the money into Eldorado Hills,

17 LLC. So we have a bank statement that shows a million

18 and a half didn't magically appear into Eldorado Hills'

19 bank account. Really, a million and a half dollars in

20 addition to the 2.6 million or something that Go Global

21 invested into Eldorado Hills over the years actually

22 went into Eldorado Hills, LLC. That's document Number

23 1. Document Number --

24 BY MR. LIONEL:

25 Q. No, no, no. Is there anything on that

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 62

1 document that says Nanyah Vegas?

2 A. I'm going to answer the question, and you can

3 ask me questions. My answer is, we have a million and a

4 half dollars that came into Eldorado Hills, LLC. I

5 don't know what the line item says as to who the sender

6 was. I don't remember. I don't have the documents in

7 front of me. If you put the document in front of me,

8 maybe I can answer it more clearly.

9 Then second to that bank statement we have the

10 agreement. We have Exhibit 1. It says Nanyah Vegas,

11 LLC. They should have been a member in Eldorado Hills,

12 LLC.

13 Q. The agreement doesn't say that, does it?

14 A. No, but the agreement does say, this Exhibit

15 1, that Nanyah Vegas did invest a million and a half

16 dollars.

17 Q. What says that?

18 A. This is SR002019.

19 Q. What does it say?

20 A. It has a list of four different entities.

21 Q. Four potential claimants?

22 A. Okay. And it says Exhibit A at the top.

23 Q. Uh-huh.

24 A. And then to the right of Nanyah Vegas, LLC,

25 where it says through Canamex Nevada, LLC, it says

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 63

JA_004526

1 \$1,500,000. That's the same exact amount that was
 2 deposited in December of 2007 into the Eldorado Hills,
 3 LLC, bank account.

4 So we called them potential claimants here.
 5 They should have really been a member, but then we also
 6 mentioned them again in the agreements with Eliades that
 7 were signed in October of 2008. So there are documents
 8 that state that he had money owed to him, or he was a
 9 member. He should have had an investment right or
 10 investment interest. What we call it now I don't know,
 11 but certainly a million and a half was sent from
 12 Mr. Harlap on behalf of his entity, Nanyah Vegas, LLC,
 13 and Eldorado Hills, LLC, received that \$1,500,000.

14 So there's three documents I've mentioned to
 15 you now. What they say specifically, I don't have one
 16 of them, so I can't specifically answer your question.

17 Q. Are you sure that that interest for the
 18 million and a half was not in the name of Canamex?

19 MR. McDONALD: Object to the form.

20 A. Yes, because we would have put Canamex Nevada
 21 as the potential claimant on these agreements. So
 22 because Canamex Nevada never really took off as I
 23 described, we never merged with the Giroux property, and
 24 we didn't go into the larger entity, we left everything
 25 in Eldorado Hills, LLC, so Nanyah Vegas' interests just

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 64

1 stayed in the 160 acres instead of being part of the 300
 2 acres that it would have become if we merged with the
 3 Giroux land or the Giroux property.

4 MR. LIONEL: Would you read the question back,
 5 please.

6 BY MR. LIONEL:

7 Q. Would you listen to the question, please.

8 A. Sure.

9 (Whereupon, the requested portion of the
 10 record was read by the reporter.)

11 A. The answer was yes, I believe.

12 BY MR. LIONEL:

13 Q. And it was not in the name of Canamex?

14 A. Correct.

15 Q. Are you sure of that?

16 A. I'm pretty sure. Let's say I'm 99.9 percent
 17 sure.

18 Q. All right. And I take it from your answer
 19 that it was never transferred -- that if it was in the
 20 name of Canamex, it was never transferred to Nanyah
 21 Vegas?

22 A. Can you repeat that or reword that a little
 23 bit, please?

24 Q. I'll withdraw it.

25 A. Deal.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 65

1 Q. Did you ever notify Mr. Harlap that he had an
 2 interest in Eldorado?

3 A. Yes.

4 Q. When did you tell him that?

5 A. Several times.

6 Q. Does he know about this lawsuit?

7 A. He does.

8 Q. Has he seen a copy of the complaint or the
 9 amended complaint?

10 A. I believe so.

11 Q. When is the last time you talked with him?

12 A. I think January of 2014, of this year.

13 Q. Was he in Israel at the time?

14 A. Correct.

15 Q. When did you become aware that Mr. Rogich had
 16 transferred his Eldorado interest to TELD?

17 A. This kind of goes in line with some of our
 18 prior conversations. When Mr. Rogich indicated that he
 19 had quote-unquote transferred his interest for free, he
 20 wouldn't have said TELD. So, in other words, he would
 21 have probably said Eliades or Pete, just like I'll refer
 22 to Nanyah as Yoav. Okay? So I don't believe he ever
 23 said TELD.

24 When he had -- when we had the conversation,
 25 Sig and I, I believe it was in the fall, I want to say

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 66

1 October of 2012. Other than that conversation, I didn't
 2 know anything prior to. He never said anything to me.

3 Q. What did he say to you at that time?

4 A. That he had transferred his interests, or I
 5 don't know if he used those words exactly, but basically
 6 he walked away from his investment in Eldorado Hills,
 7 LLC.

8 Q. Was this on the telephone?

9 A. Telephone.

10 Q. He called you?

11 A. At the time, we had been talking regularly.
 12 So I don't know if he called me or I called him. I was
 13 in my Post Road office, though.

14 Q. At the time you talked with him?

15 A. In that fall of 2012, correct.

16 Q. And when he said he transferred his interests,
 17 did he say to who he transferred it, to Pete or anything
 18 like that?

19 A. He probably would have said Pete.

20 Q. And what did you say?

21 A. That was almost an afterthought of our
 22 conversation. We were talking about something else and
 23 dealing with something else predominantly. He kind of
 24 mentioned that at the end. I said something to the
 25 effect of, "That doesn't sound right; what did you get

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 67

JA_004527

1 for it?" And he said, "Nothing," and I said, "Well, you
2 can't do that." So I said -- but I mean, it wasn't
3 really acrimonious. You know, I wasn't upset. I just
4 said, "You can't do that," and then he said, "Well, I
5 had to do it," and I said, "Well, we're going to have to
6 talk about it later, Sig," or, "I'm going to have my
7 lawyer look at that."

8 Q. Did he say why he had to do it?

9 A. I don't remember if he said what was the
10 reason. I kind of thought it was laughable.

11 Q. Why?

12 A. At this point, in 2012, the market started to
13 recover some. In terms of the market, I mean the real
14 estate market. The property had already been free and
15 clear of debt. So the FDIC had been paid. I already
16 knew that. So we have a 160-acre property with
17 utilities, an 89,000 square-foot warehouse, a
18 functioning gun club that's pretty successful. I know
19 that there's calls on the property from interested
20 buyers. I'm in real estate. So I'm aware.

21 And unless you're in a philanthropic mood,
22 which I haven't known Sig to be that often, you're not
23 going to walk away from a 40 percent interest in what's
24 potentially a 30 to 40 million-dollar asset without some
25 type of angle or some type of ulterior motive. You

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 68

1 don't just walk away for free, you know, from a
2 multimillion-dollar investment, especially you don't do
3 it -- I think it's laughable -- especially you don't do
4 it when you know that there was a 2008 agreement, and
5 you had people that you had told, or specifically me,
6 that you would buy them out, and you never called them
7 on the phone prior to, kind of like almost, almost as
8 easy as if you and you I were going to dinner and you
9 got caught up and say, "Hey, Carlos, I can't make it
10 tonight; I apologize."

11 He never even called and said, "Hey, I'm
12 having these problems. I'm thinking about giving away
13 my interests." It's almost like, "We're not going to be
14 able to meet for dinner tonight." It's that simple to
15 do, and he doesn't call me and say, "I'm giving my
16 interest in a multimillion-dollar asset away for free"
17 and doesn't give me the opportunity to say, "Hey, I'll
18 take that. If you're going to give it away, I think I
19 would like it since you owe us the money," us being Ray,
20 the Ray Family Trust, and Alexander Christopher Trust or
21 Go Global and Nanyah Vegas, "since you owe us the money
22 anyway, I have a great idea for you, Mr. Rogich, how
23 about you just give me your 40 percent. That sounds
24 like a fair deal."

25 You don't just give it away. If you're

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 69

1 playing doubles at Wimbledon, you just don't serve the
2 ball in the stands on purpose. You're going to try to
3 hit it in the box. Sig didn't even hit his in the box,
4 didn't even try. That's why it's laughable.

5 Q. Well, these are your arguments.

6 A. Well, you asked me why was it laughable. So
7 now I think it's laughable, and I still think it's
8 laughable today because it's a multimillion-dollar
9 asset.

10 Q. Did you have any other conversations with
11 Mr. Rogich about his transfer?

12 A. I believe Mr. McDonald sent him a letter, and
13 then -- and then it was referred to a Spilotro attorney,
14 that's related to the famous Spilotro, who commented
15 back and gave us the same story, which was doubly
16 laughable because it actually came from a lawyer.

17 Q. Did you speak to Mr. Spilotro?

18 A. I don't think so. I think Mr. McDonald did.

19 Q. You don't know?

20 A. Mr. McDonald spoke to Mr. Spilotro.

21 Q. I take it you had no further conversation with
22 Mr. Rogich except the one time you testified to about
23 this?

24 A. I don't remember if we spoke again about it.
25 We may have.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 70

1 Q. But you have no recollection that you did?

2 A. I had Mr. McDonald send him a letter, and then
3 they -- they copied each other back and forth. Whether
4 I spoke to Sig or not about this laughable event, I
5 don't remember.

6 Q. Who covered each other back and forth?

7 A. Letters, responses from Spilotro to the
8 McDonald Law Office, Brandon McDonald right here. There
9 was letters sent back and forth, maybe a letter, two
10 letters, and there was conversations.

11 So then Mr. McDonald would call me and let me
12 know about the conversation. I don't remember if Sig
13 was involved or I called Sig back about it.

14 Q. When did Mr. McDonald send the letter?

15 A. After the fall of 2012.

16 Q. After the fall?

17 A. The fall season of 2012, let's say around
18 October 2012, Mr. McDonald would have sent a letter to
19 Mr. Rogich, I believe, sometime after that, and then
20 somehow Mr. Spilotro got ahold of Mr. McDonald on behalf
21 Sig Rogich.

22 Q. And you've seen that correspondence?

23 A. I don't know. I think I might have just
24 spoken to Mr. McDonald about it. I don't think I have
25 seen it, no.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 71

JA_004528

1 Q. Do you know Peter Eliades?

2 A. I've met him a few times.

3 Q. Did you ever talk with him about Eldorado?

4 A. No. I mean, only the time that we sat in the

5 conference room at --

6 Q. At Halloween?

7 A. No, no, no. We actually sat in the conference

8 room, I think -- is it Steel, Hector & Davis, or what's

9 the other large law firm that he used over at Howard

10 Hughes prior to Halloween and Mr. --

11 Q. This would be in October of '08?

12 A. Yes. So it was probably a week before, and we

13 sat there for like four hours. I spoke to Mr. Eliades

14 about it.

15 Q. Talking to Mr. Eliades?

16 A. Yes, not only Mr. Eliades but Mr. Flangas was

17 in there, and Mr. Eliades' son was in there,

18 Mr. Eliades' daughter who I think he owned the club with

19 was in there, and the lawyers were in there, along with

20 Sig and maybe Melissa Olivas, and so we talked about

21 Eldorado quite a bit.

22 Q. Why did you wait until July 2013 to sue?

23 A. So I get a phone call, or Sig and I are

24 talking in the fall of 2012, and he tells me that he

25 gave away his interests. I almost don't even believe

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 72

1 him. Okay? I'm not going to explain that part again,

2 but I almost don't believe him. So I said huh.

3 Q. I didn't ask you about that.

4 A. So -- okay. So the question that you asked me

5 was why did I wait until July of 2013.

6 Q. Yes.

7 A. Okay. So I can't answer that with a yes or a

8 no. So I have to tell you why I waited. So if you want

9 to listen to my explanation --

10 Q. I asked the question.

11 A. But you're actually now interrupting me. So

12 I'm going to tell you why I waited. Okay? So I told

13 you that in October of 2012 Mr. Rogich and I speak. I

14 almost don't believe him. He tells me this fact or

15 fabrication, whatever, imagination. I don't know what

16 it is. I haven't seen a document at the time that he

17 gave away his interests. So I call Mr. McDonald.

18 Mr. McDonald sends a letter. It takes awhile for them

19 to respond. It takes awhile for Mr. Rogich and/or

20 Mr. Spilotro to respond.

21 There is some communication back and forth. I

22 eventually go over to Mr. MacDonald's office maybe in

23 the spring of 2013. It wasn't an emergency. The

24 building isn't on fire. So we finally talk. "Hey, what

25 are we going to do about this? Are these guys" -- I

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 73

1 asked Mr. McDonald, "Is there any chance that we

2 compromise, or any chance that he's going to pay us, any

3 chance that he's going to retract what he said?"

4 "It doesn't seem like it," Mr. McDonald

5 answers, and says, "Mr. Spilotro is basically holding

6 firm on the same story that you've told me, Carlos," and

7 I said, "Hum. So what are we going to do? Do we have

8 to sue him?" And Mr. McDonald said, "Yeah, we probably

9 have to sue him."

10 By the time that he got to it, it was July

11 2013.

12 Q. Is there any provision in the agreement about

13 transferring interests, doing what Mr. Rogich did?

14 MR. McDONALD: Object to the form, calls for a

15 legal conclusion.

16 A. You have to ask a lawyer that question. I

17 don't understand if there is a provision fully. My

18 understanding of the agreement is that if Mr. Rogich

19 receives money for his interest, he's supposed to pay me

20 from the moneys that he received.

21 I believe that Mr. Rogich probably did receive

22 something, but that's now become conveniently nebulous

23 or gray or unknown or private or under the table. So is

24 there -- if he received something, he's supposed to pay.

25 Is there something in here that says Mr. Rogich isn't

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 74

1 supposed to come up with this great idea to screw his

2 partners out of money? No, it doesn't say that.

3 BY MR. LIONEL:

4 Q. Well, I'd like a straight answer, yes or no.

5 Is there any provision in the agreement against

6 transferring his interests?

7 MR. McDONALD: Objection.

8 A. My straight answer is my understanding of the

9 agreement is that I and the other investors are supposed

10 to get paid by Mr. Rogich when Mr. Rogich receives

11 something. So in my understanding, the whole agreement

12 is a provision that says he's not supposed to give away

13 his interests for free in a multimillion-dollar

14 property. The whole Exhibit 1 is a provision. That's

15 my answer.

16 BY MR. LIONEL:

17 Q. That's all you know. I mean, you've read

18 that. You understand the agreement. Is there such a

19 provision?

20 A. My answer is this entire Exhibit 1 should

21 serve as a provision that Mr. Rogich isn't to magically

22 make equity disappear in a multimillion-dollar asset.

23 Again, let me be clear. This entire Exhibit 1 serves as

24 a provision.

25 Q. Can you point it out? The entire agreement?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 75

JA_004529

1 A. The entire agreement. \$1.5 million in Nanyah
2 Vegas, 3.36 million to Antonio Nevada, my \$2.7 million
3 is invested. The entire agreement is a provision in my
4 opinion.
5 Q. Besides what you're saying now, can you point
6 to any specific provision that says he couldn't
7 transfer?
8 A. Do you want to read the whole agreement?
9 Q. No.
10 A. Okay. Well, then, I haven't read it in a year
11 I said. So I can't point to it right now. It's like 13
12 pages. No, I can't point to it. I think you guys are
13 probably better off reading it in your own offices
14 later, but if you want to read it, we can read it. I'm
15 happy to.
16 Q. At the time of the negotiation of the
17 agreement, was there any discussion about having a
18 provision in there about transfer of interests?
19 A. Yes.
20 Q. When was that discussion?
21 A. With Mr. Rogich and Mr. Woloson, that they,
22 they, Mr. Rogich, would retain an interest in Eldorado
23 Hills, LLC, and before any of those interests were sold
24 or conveyed, that they needed to pay us these amounts of
25 money in order to convey those interests away.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 76

1 Q. And where was this discussion?
2 A. Mr. Woloson and I would speak on the phone
3 frequently when we were drafting this agreement. I
4 mentioned earlier I was in Lake Tahoe for a good portion
5 of that time, and Mr. Rogich and I met in his office
6 frequently.
7 Q. Why wasn't such a provision put in the
8 agreement?
9 A. For a man of Mr. Rogich's experience and
10 business reputation, it was really not conceivable to us
11 at the time that he would actually just give away his
12 interests for free, and we still don't believe he gave
13 it away for free.
14 So you have been in law long enough. I think
15 you've made your own investments. You can't think about
16 seven years in advance and what some guy might get an
17 idea about, a harebrained idea that can lead to all
18 kinds of different consequences later on that you don't
19 think of in 2006 or 2007 or 2008.
20 You do the best that you can. You put
21 together an agreement that you think is fair. You put
22 together an agreement that you think is logical. An
23 attorney participated in it. If that attorney, being
24 Mr. Woloson, had the intention to pull a fast one on the
25 investors, I didn't think that he would do that.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 77

1 Q. And that's why it wasn't put in?
2 MR. McDONALD: Object to the form.
3 A. You can include my whole answer. I don't want
4 to repeat my whole answer, but my whole answer, yes, I
5 think that's why it wasn't put in, because we could not
6 conceive that Mr. Rogich would actually walk away from
7 this investment for nothing, just couldn't think about
8 that. We didn't think about that.
9 BY MR. LIONEL:
10 Q. Would you have liked to have had such a
11 provision in the agreement?
12 MR. McDONALD: Object to the form.
13 A. I would rather have the \$4.5 million that my
14 investors and I put in the deal, but otherwise, yes, I
15 would like to have an additional line, and I'd actually
16 like to have it in 15 times preferably because now you
17 and I know that redundancy is better than not having it
18 at all.
19 So I would not only like to have it once, I
20 would like to have it multiple times, but I'd rather
21 have the \$4.5 million and all the legal fees that it
22 takes to get there.
23 BY MR. LIONEL:
24 Q. Do you believe Mr. Rogich would have agreed to
25 such a provision?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 78

1 A. Yes. Mr. Rogich promised that he would pay us
2 all back. So why wouldn't he have agreed to that?
3 Q. Are there any circumstances that would justify
4 his having the right to transfer that without getting
5 any consideration?
6 MR. McDONALD: Object to the form. It calls
7 for a legal conclusion.
8 THE WITNESS: Can you read that question back,
9 please?
10 (Whereupon, the requested portion of the
11 record was read by the reporter.)
12 A. In my opinion, no, absolutely not.
13 BY MR. LIONEL:
14 Q. Suppose the value of the property would be
15 stagnant and it was expensive to maintain the property?
16 A. Absolutely not is the answer. Mr. Rogich,
17 just like you would have had the common courtesy to tell
18 me you weren't going to show up to dinner, would have at
19 least called and said, "Hey, Carlos, Nanyah Vegas and
20 Robert Ray and yourself are owed a bunch of money. I'm
21 thinking about just walking away. I'm thinking about
22 just not going to dinner because my wife has me doing
23 stuff at the house. Are you cool with that? How about
24 you just take it? If you want to go to dinner without
25 me, go to dinner or not. If you want to take my

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 79

JA_004530

1 interest for free, I'll just sign it over to you." That
 2 would be common courtesy to at least give us the
 3 opportunity.
 4 Q. You're arguing with me.
 5 MR. LIONEL: I move to strike the answer.
 6 A. I'm giving you an answer. I'm giving you an
 7 answer, Mr. Lionel. You asked me a question. I was
 8 giving you an example and an analogy.
 9 BY MR. LIONEL:
 10 Q. You were giving me an argument.
 11 A. No, I was giving you an example and an analogy
 12 of common courtesy. You asked me if there's any
 13 circumstance that Mr. Rogich would walk away from this
 14 investment because the maintenance was too high or the
 15 property had become stagnant.
 16 Let's break down the word stagnant now.
 17 Stagnant means that it doesn't move, right? Not that it
 18 goes down in value. Stagnant means that it doesn't
 19 move. That means if an asset is worth \$30 million and
 20 it remains stagnant, that asset is still worth \$30
 21 million.
 22 Take it to \$35 million. Maybe a home builder
 23 wants to buy it for \$35 million at one point. So it
 24 remains stagnant. It didn't go down from \$30 million to
 25 zero. I would have liked to take it even if he thought

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 80

1 it was worth zero because I don't trust Mr. Rogich's
 2 opinion on real estate values as much as I do my own,
 3 but stagnant means that it wouldn't have moved down. It
 4 didn't move down. I would have liked my interest in a
 5 \$30 million property, not just a pure walkaway, saying,
 6 "Hey, sorry, man, I walked away because it was
 7 convenient." So stagnant means it's still worth
 8 something.
 9 Q. Supposing the property value went down?
 10 A. I still would have a decent interest. So it
 11 goes down from 30 million to what? Pick a number, 10,
 12 15, 22, 23.587. It goes down to some kind of millions.
 13 A 160-acre piece of property with an 89,000 square-foot
 14 warehouse that TELD himself, Mr. Eliades, paid FDIC \$10
 15 million for to buy the note I doubt would be worth
 16 negative. It definitely is going to be worth something.
 17 I'm in business. I'd rather have something
 18 instead of nothing. So if it went down in value, I
 19 still raise my hand and say I'll take my interests.
 20 There's also a functioning gun club on that
 21 property that actually should bring in rent. So you're
 22 aware of that as well. I think the gun club does pretty
 23 well. So it must make some kind of money. Otherwise
 24 you wouldn't have the business there for five years, six
 25 years. Desert Lake Shooting Club or something.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 81

1 MR. LIONEL: Would you mark this next exhibit,
 2 please.
 3 (Exhibit D was marked.)
 4 MR. McDONALD: Sam, can I take a quick break
 5 to go to the restroom?
 6 MR. LIONEL: Sure.
 7 (Recess taken.)
 8 MR. LIONEL: Back on the record, please.
 9 BY MR. LIONEL:
 10 Q. I've given you a copy of Exhibit D, which is a
 11 bank statement for Nevada State Bank. It shows in the
 12 upper right-hand corner it's a statement which covers a
 13 period for most of December, December 3rd to December
 14 31, 2007. Is that correct?
 15 A. Yes.
 16 Q. And this was sent to -- it shows an account of
 17 Canamex Nevada, LLC, Carlos Huerta, 3060 East Post Road,
 18 Suite 110, Las Vegas. Is that correct?
 19 A. Correct.
 20 Q. And it shows a deposit under a section called
 21 deposits/credits that on 12/6 a million and a half
 22 dollars wire/in-200734000332-org Yoav, Y-o-a-v, Harlap,
 23 H-a-r-l-a-p, semicolon, OBI, Attention: Melissa Dewin,
 24 D-e-w-i-n, 1501200037. Is that correct?
 25 A. Yes, sir.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 82

1 Q. And further down it says Check Number 92;
 2 date, 12/10; amount, a million and a half dollars. Is
 3 that correct?
 4 A. Correct.
 5 Q. And that was wired in to Canamex Nevada, care
 6 of you, I guess, or something. Is that a fair
 7 statement? Wired in -- whose account was this? Was
 8 this Camanex account or Carlos Huerta?
 9 A. It's Canamex, C-a-n-a-m-e-x, Nevada, LLC. It
 10 was wired into that account. It's just the mailing
 11 address is me, Carlos Huerta, but the name of the
 12 company and the account was under Canamex Nevada, LLC.
 13 Q. Thank you.
 14 A. You're welcome.
 15 Q. Do you know who Melissa Dewin was?
 16 A. I believe she is a banker at Nevada State
 17 Bank, or was. I don't know if she still works there.
 18 Q. Did you give Mr. Harlap instruction to send --
 19 wire this money in to her attention?
 20 A. Yes. I don't think that that's her whole
 21 name, by the way. I think it cuts it off.
 22 Q. The name of the account was Canamex Nevada,
 23 LLC?
 24 A. Yes, sir.
 25 Q. And that was an account that you had open,

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 83

JA_004531

1 correct?

2 A. Yes.

3 Q. And you had instructed Mr. Harlap to send the

4 money -- wire the money to that account. Is that

5 correct?

6 A. Yes.

7 Q. And when you had testified earlier this month

8 that the million and a half was sent by Mr. Harlap by

9 wire to Nevada State Bank to the account of Eldorado,

10 you were mistaken. Is that correct?

11 MR. McDONALD: Object to the form.

12 A. I just -- at the time, I don't think that I

13 remembered if it went into Canamex Nevada or to Eldorado

14 Hills, LLC. So I was not sure at the time whether it

15 went into one or the other.

16 You had asked me about that via or through

17 Canamex Nevada, LLC, parentheses, in that agreement, and

18 that kind of jarred my memory about Canamex Nevada. So

19 I just wasn't sure at the time, but \$1.5 million did go

20 into Canamex Nevada, and then the \$1.5 million was

21 deposited into Eldorado Hills, LLC.

22 BY MR. LIONEL:

23 Q. We talked about the check process, Check

24 Number 92 dated 12/10 for a million and a half dollars,

25 and if you look at the next page, which is Plaintiffs

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 84

1 00120, it has what appears to be the check. Is that

2 correct?

3 A. What are you saying about 00120?

4 MR. McDONALD: There (Indicating).

5 A. Oh, that's the Bates number. I was looking up

6 at the top.

7 BY MR. LIONEL:

8 Q. Sorry.

9 A. I kept looking for that number and couldn't

10 find it. I lost track of what you were saying.

11 Q. Sorry.

12 A. No, it's my fault.

13 Q. But that's a copy of the million and a half

14 check that you drew out of the Canamex Nevada bank

15 account --

16 A. Exactly.

17 Q. -- to Eldorado. Is that correct?

18 A. Yes, sir.

19 Q. So the money was not wired to that account.

20 It was put in that account by your check?

21 A. Correct.

22 MR. LIONEL: The next exhibit is D?

23 THE REPORTER: E.

24 (Exhibit E was marked.)

25 BY MR. LIONEL:

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 85

1 Q. I'm giving you a copy of Exhibit E.

2 A. This is Exhibit E?

3 Q. Yes, that is a statement of the account at

4 Nevada State Bank, and it covers a period of the month

5 of December 2007, correct?

6 A. The Eldorado Hills account?

7 Q. Yes.

8 A. It's the Eldorado Hills Nevada State Bank

9 statement for December 2007.

10 Q. And it was sent to Eldorado Hills at your 3060

11 East Post Road, Suite 110?

12 A. Yes.

13 Q. And you received it?

14 A. Yes.

15 Q. And it shows under deposits/credits December

16 '07, there was a million and a half in the account,

17 correct?

18 A. Yes, under deposits and credits in the middle

19 of the page. Are you looking there?

20 Q. Yes.

21 A. Correct.

22 Q. And just below it, charges and debits, it

23 shows on 12/10 \$1,450,000, indicating an internet

24 transfer to DDA, and there are numbers and letters after

25 that. Is that correct?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 86

1 A. Yes, on December 10, correct.

2 Q. And it shows the last series of entries on the

3 page that on 12/04 the balance in the account was

4 \$1,870.51, and on 12/07, it was \$1,501,870.51. Is that

5 correct?

6 A. That's right.

7 Q. And the next page of the exhibit it shows in

8 the upper left-hand corner what they use as a net

9 deposit credit. It shows a million and a half dollars.

10 Is that correct?

11 A. Yes.

12 MR. LIONEL: Now we come to Exhibit F, one for

13 you, Ms. Reporter, and one for you.

14 (Exhibit F was marked.)

15 BY MR. LIONEL:

16 Q. This is a bank statement of Nevada State Bank

17 for the month of December of 2007. The bank statement

18 of Eldorado Hills, LLC, was sent to the -- to it,

19 Eldorado Hills, LLC, at 3060 East Post Road, Suite 110.

20 Did you receive it?

21 A. Yes, sir.

22 Q. And halfway down the page it says money market

23 account-business 612029199. It shows previous balance

24 2,373.22; deposits/credits, \$1,450,779.35, and it shows

25 checks processed, 1,420,000. Is that correct?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 87

JA_004532

1 A. Yes, correct.

2 Q. And then below that it shows deposits/credits,

3 12/10, \$1,450,000, internet transfer from DDA, and on

4 12/31, \$779.35 as an interest payment on apparently the

5 million four fifty, I guess.

6 A. Correct.

7 Q. And that million four fifty came from the

8 million and a half that had been deposited by your check

9 from Canamex Nevada, correct?

10 A. Correct.

11 Q. And below it says check processed on 12/14,

12 \$1,420,000.

13 MR. LIONEL: Off the record.

14 (Whereupon, there was a discussion off the

15 record.)

16 BY MR. LIONEL:

17 Q. That \$1,420,000 check processed, that was a

18 check that you drew on the money market account of

19 Eldorado payable to Go Global. Is that correct?

20 A. I believe so, yes.

21 The most incredible thing here is that we used

22 to earn 4.53 percent interest at the bank in 2007.

23 Q. I noticed that.

24 A. That doesn't happen anymore.

25 MR. LIONEL: Counsel, don't we have a copy of

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 88

1 the check?

2 MR. McDONALD: Of the check itself?

3 MR. LIONEL: Yes.

4 MR. McDONALD: I don't know. Do you still

5 have a copy of the check itself?

6 MR. LIONEL: The documents you gave me today

7 just indicate on the account -- I'm sorry.

8 THE WITNESS: I don't recall having a copy of

9 that check. I don't even know if we had official checks

10 for the money market account, but it could have been

11 maybe a counter check or a cashier's check, but I don't

12 remember. I haven't seen it lately.

13 MR. LIONEL: Would you mark this as the next

14 exhibit. Is it G?

15 THE REPORTER: Yes.

16 (Exhibit G was marked.)

17 THE WITNESS: Excuse me one minute.

18 BY MR. LIONEL:

19 Q. Your lawyer delivered this morning at the

20 beginning of the deposition two pages which contain a

21 bank statement of Go Global, Inc., for December 2007

22 which shows on 12/14 a deposit of \$1,420,000. Do you

23 have a copy of that?

24 A. No.

25 MR. McDONALD: I didn't make copies of it.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 89

1 A. Not with me, I mean.

2 BY MR. LIONEL:

3 Q. Okay. Exhibit G is a two-page document. The

4 second page shows or purports to be a copy of a

5 withdrawal of \$1,420,000 on 12/14/07 and bearing the

6 notation "per e-mail request from Carlos Huerta,

7 transfer from" an account number, I assume, "612024471."

8 Would you look at that?

9 A. Sure. Okay.

10 Q. Is that correct the way I described it?

11 A. Yes.

12 MR. LIONEL: After lunch, we can do this. Why

13 don't we take a break now for lunch.

14 MR. McDONALD: Okay.

15 (Recess taken.)

16 BY MR. LIONEL:

17 Q. Mr. Huerta, do you have a general ledger for

18 the period that you were at Eldorado?

19 A. Yes, and it should be produced to you, and if

20 it hasn't, it should be soon.

21 Q. It has not.

22 MR. McDONALD: Which one, the general ledger?

23 MR. LIONEL: Yes.

24 A. But yes.

25 BY MR. LIONEL:

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 90

1 Q. For what period is that general ledger?

2 A. Um, it should be from '06, and probably the

3 middle of '06 when it started, and at one point maybe to

4 the end of 2008 or near the end of 2008, I believe.

5 Q. And it would include entries in the QuickBooks

6 with respect to Mr. Harlap's million and a half,

7 correct?

8 A. I didn't maintain that general ledger

9 personally, so I can't answer you that question as if I

10 did it on my own, but I'm presuming that it would

11 contain that transaction.

12 Q. When is the last time you saw that general

13 ledger?

14 A. Not that long ago. I gave it to

15 Mr. McDonald's office, but I didn't sit there and

16 examine it. I just gave it to his office. You know

17 what I mean? I didn't look at it in terms of the

18 details.

19 MR. McDONALD: I think I just recently got it.

20 So I was reviewing it. I'll probably -- I can get it to

21 you by the end of this week.

22 MR. LIONEL: Okay.

23 THE WITNESS: Ms. Olivas has it as well.

24 BY MR. LIONEL:

25 Q. In October of 2008, did Mr. Woloson ask for

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 91

JA_004533

1 your assistance for information with respect to Eldorado
2 investors?

3 A. When you say ask for my insistence --

4 Q. Yes.

5 A. -- I'm not sure what you mean by that.

6 Q. Did he ask you about it?

7 A. Yes.

8 Q. And did you give him information?

9 A. Yes.

10 Q. What was the form of the information?

11 A. I don't remember, but a lot of it was speaking
12 over the telephone.

13 Q. Was there anything in writing like e-mails or
14 anything like that?

15 A. Between Mr. Woloson and I?

16 Q. Yes.

17 A. Specific to the investors I don't remember,
18 but I would suspect there were some e-mails about them.

19 Q. What?

20 A. I would suspect there were some e-mails about
21 it -- about them.

22 MR. LIONEL: Would you mark this.

23 (Exhibit H was marked.)

24 BY MR. LIONEL:

25 Q. Exhibit H is a two-page e-mail bearing Bates

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 92

1 Number SR002047 and 48. Is this an e-mail that you sent
2 to Melissa Olivas?

3 A. And to Sig Rogich.

4 Q. And cc'd to Sig Rogich.

5 A. So the answer is yes.

6 MR. LIONEL: This would be I, Ms. Reporter.

7 THE WITNESS: You see up there Eldorado Hills,
8 and it says Investor. Below are the names. I'm not
9 sure if Mr. Woloson received a copy of this or not.

10 MR. LIONEL: This will be I.

11 (Exhibit I was marked.)

12 BY MR. LIONEL:

13 Q. I show you what has been marked Exhibit I, a
14 one-page exhibit bearing Bates Number SR002049 which
15 appears to be an e-mail that you did send to Mr. Woloson
16 with a copy to Ms. Olivas, and off the record, I've lost
17 my voice somewhere.

18 A. That's all right. We can hear you well.

19 Q. Is this an e-mail that you sent?

20 A. It is.

21 Q. Would you look at it. I'm going to ask you a
22 few questions.

23 A. Sure.

24 (Witness examined document.)

25 Q. I'm looking at what's apparently the fourth

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 93

1 paragraph which says, "In regards to Nanyah, you are
2 right; they are in Canamex."

3 What were you referring to?

4 A. Not Nanyah.

5 Q. And it says, "You are right; they are in
6 Canamex."

7 A. Yes.

8 Q. Were you talking about his investment, the
9 Harlap investment?

10 A. Correct.

11 Q. Was, in fact, in Canamex?

12 A. Correct, correct.

13 Q. Not in Eldorado?

14 A. Correct.

15 Q. But that was when -- I better read the whole
16 sentence.

17 "In regards to Nanyah, you are right; they are
18 in Canamex, but that was when we were pretty sure, as
19 per Sig, that Dr. Nagy was coming in as an investor
20 (when you, Melissa, Craig, and I met in your old
21 office.)" What's that about?

22 A. Well, I didn't remember this e-mail when we
23 were talking about it earlier, but it's consistent with
24 everything that I said earlier. It actually goes on,
25 and it reads how we need to transfer Nanyah's --

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 94

1 Q. I know what it reads. Would you explain the
2 part I just read to you.

3 A. So, yes, but you asked me to explain it. So
4 that's what I'm trying to do.

5 So Dr. Nagy is a guy that I did not know, but
6 now I recall, thanks to this e-mail, that this was Sig
7 Rogich's investor who he never brought to the table. I
8 was bringing Yoav Harlap. Mr. Rogich was brining
9 Dr. Nagy. Dr. Nagy never ended up investing, but it
10 shows that we were working in unison to try and bring
11 investors to our project.

12 So Nagy is a guy that Sig was going to bring
13 as an investor, as I brought Yoav Harlap. So we were
14 going to bring both Nagy and Harlap into Canamex. We
15 already explained that, I think, ad nauseam what
16 happened to Canamex. Nagy never came in. Sig walked
17 away with Eldorado with his purchase agreement to buy
18 out the investors.

19 Q. The next line, "We'll have to, somehow,
20 transfer Nanyah's interests to Eldorado, since the
21 intentions of taking their one and a half million was to
22 really be an investment into the 160-acre property, not
23 necessarily in a phantom company."

24 Does that support the fact that Nanyah's
25 interests was not in Eldorado but was in Canamex?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 95

JA_004534

1 MR. McDONALD: Object to the form.

2 A. I disagree with you. I disagree with your

3 statement.

4 BY MR. LIONEL:

5 Q. What do you disagree with, what part of my

6 statement?

7 A. That the \$1.5 million that Yoav Harlap and/or

8 Nanyah provided actually ended up in Eldorado Hills,

9 LLC. Eldorado Hills, LLC, benefitted from the

10 \$1,500,000. Eldorado Hills accepted the \$1,500,000. So

11 the money that was sent into Canamex basically ended up

12 in Eldorado Hills, LLC's account.

13 So Nanyah's or Harlap's investment should be

14 credited, and he should have been made a member, and I'm

15 actually detailing that out to Mr. Woloson very, very

16 similar to what I explained earlier when you were asking

17 me questions before lunch.

18 Q. But on October 25, 2008, when you sent this

19 e-mail, was Mr. Harlap's interests in Canamex or

20 Eldorado?

21 A. It should be in Eldorado.

22 Q. But it was, in fact, in Canamex, wasn't it?

23 A. I think it should have been in Eldorado. The

24 document wasn't signed. We didn't prepare an agreement.

25 So his interest was in Eldorado. Just because there

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 96

1 wasn't a certificate doesn't mean he doesn't have an

2 interest in the company.

3 When Sig Rogich paid \$50,000 to Craig Dunlap,

4 Craig Dunlap didn't have a certificate. So like I said,

5 these companies were not operated like a nationally

6 rated FDIC bank or a law firm. They were closely held.

7 We dealt with friends and family or people that we knew.

8 We didn't always give a certificate. We didn't always

9 properly document everything.

10 The million and a half went into Eldorado

11 Hills, LLC, and I maintain that Nanyah Vegas' interest

12 should have been in Eldorado Hills, LLC.

13 Q. But it was, in fact, in Canamex?

14 A. I say that it's in Eldorado.

15 Q. Well, let me read the first sentence in this

16 paragraph or part of it.

17 "In regards to Nanyah, you are right; they are

18 in Canamex." Was that right? Is that what you said?

19 A. That's what's typed there, yes. You just read

20 verbatim what that sentence says.

21 Q. That's my best reading. That's what it says,

22 doesn't it?

23 A. It says that, but the meaning of it -- you

24 have to read the whole paragraph, not just the one --

25 you know, first ten words in the sentence.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 97

1 Read the whole paragraph, and let's talk about

2 what happened with the whole deal to get a big-picture

3 understanding of what happened with the transaction.

4 You can't just read one little sentence.

5 Q. I don't need a speech. I don't need a speech,

6 Carlos.

7 "We'll have to somehow transfer Nanyah's

8 interest to Eldorado." What did you mean by that?

9 A. I think that's pretty clear. We need to move

10 Nanyah's interests into Eldorado Hills to correctly

11 reflect the \$1,500,000 that Eldorado Hills benefitted

12 from.

13 Q. Do you have Exhibit B there? That's the

14 purchase agreement and the complaint.

15 A. Yes.

16 Q. I'm going to go through some portions of this

17 complaint and ask some questions.

18 Would you look at Page 3, please?

19 A. Of the complaint?

20 Q. Yes.

21 A. 2003 or just Page 3?

22 Q. Page 3.

23 A. General Allegations?

24 Q. Paragraph 12, that's correct.

25 "Upon information and belief, sometime in

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 98

1 2012, Rogich conveyed his membership interest in

2 Eldorado to TELD, LLC."

3 And when I say Rogich, we're talking really

4 about his family trust. You understand that?

5 A. I'll take you at your word, but, no, I --

6 Q. No, you don't have to take me at my word. Are

7 we talking about Mr. Rogich here, or are we talking

8 about his trust, family trust?

9 A. One or the other. I don't know which one.

10 We're suing both of them, right, and Eldorado Hills,

11 LLC?

12 Q. No.

13 A. What?

14 Q. You're not.

15 A. We're not suing Sig Rogich?

16 Q. That's correct.

17 A. Okay. So it's his family trust then.

18 Q. Fine. And every place when I say Rogich in

19 here, reading from the amended complaint, it's a

20 reference to his family trust.

21 A. Okay.

22 Q. What was the information that you talk about

23 there?

24 A. We already discussed this. This is when Sig

25 Rogich and I spoke in around October of 2012. He told

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 99

JA_004535

1 me that --

2 Q. All right. It was from Mr. Rogich that you

3 testified to. Is that correct?

4 A. Yes.

5 Q. Fine. It says, "Rogich failed to inform

6 Huerta and Go Global of his intentions to transfer all

7 the acquired membership interest in Eldorado to TELD,

8 and was only informed after the transfer had in fact

9 occurred."

10 Now, what I'm asking you now is what provision

11 or term in the agreement required him to inform you or

12 Go Global?

13 A. I'm going to give the same answer as before.

14 You have to read the entire agreement. When you say

15 that you're going to pay somebody back, it doesn't

16 really matter how you pay them back. He's supposed to

17 pay us back money. If it comes from Eldorado and he

18 wants to pay it from Eldorado, have him pay it from

19 Eldorado, but the fact that he gave away the only

20 interest that the investors, including myself, had to

21 point at without telling us is, I think, in violation of

22 the spirit of the agreement.

23 Q. But is there any specific provision that says

24 he was required to inform you?

25 A. The entire purchase agreement is a provision

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 100

1 in my opinion. So, yes, it is in violation of the

2 entire agreement.

3 Q. Is there any specific provision?

4 A. I don't know. If we want to read the whole

5 thing, we can do that. I don't know of a specific

6 provision. The entire agreement says he's supposed to

7 pay back money. He took \$4.5 million and then gave it

8 away for free without telling us.

9 Q. Paragraph 13, "That by conveying the

10 membership interest to TELD, Rogich breached the

11 agreement," and I'm asking you whether there's any

12 specific term in there that said he could not convey the

13 interest?

14 A. The whole entire agreement is a provision.

15 Q. But no specific provision?

16 A. We would have to read the whole thing.

17 Q. You want to read it? Go ahead.

18 A. Do you want me to read it?

19 Q. Go ahead if --

20 A. No, I don't want to read it. I'm saying the

21 whole agreement is a provision. I've read it before.

22 Q. I understand your answer. What you're saying

23 is, if I'm correct, there is no specific term. You

24 believe the entire agreement supports that he had an

25 obligation?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 101

1 A. That's right.

2 Q. Fine. Now, I'm going to read another sentence

3 in that Paragraph 13.

4 A. Okay.

5 Q. "Eldorado received the benefit of the debt,

6 which formerly represented the membership capital

7 account of Huerta and Go Global, as they were enabled to

8 use those capital funds for their own benefit without

9 providing any benefit to Huerta and Go Global."

10 Please explain to me what those capital funds

11 are you're referring to in there.

12 A. They are mentioned on Page 10 of the purchase

13 agreement, and they are mentioned on Page 2 of the

14 purchase agreement in 2(a) -- that's Exhibit B -- that

15 Sig Rogich initialed.

16 Q. That is capital -- referring to capital funds?

17 A. Yes, money.

18 Q. How much money are we talking about?

19 A. Well, Go Global invested and had \$2.747

20 million or so, thereabouts, about \$2.7 million, and the

21 other investors had respectively, that I was responsible

22 for, about \$1.8 million, a little bit more.

23 Q. Well, we're talking about the capital accounts

24 of Huerta and Go Global here, and I'm asking you when

25 you say they were enabled to use those capital funds,

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 102

1 are you talking the 2 million 7, that in some way

2 Eldorado was able to use those funds?

3 A. Yes.

4 Q. Was that capital cash that was there that they

5 could use or something, a credit or something?

6 A. They were moneys sent either via check or

7 wire, not actual cash but money deposited into Eldorado

8 Hills' bank account which Eldorado Hills used to

9 purchase the 160 acres and to maintain the 160 acres and

10 to begin developing the 160 acres that Eldorado Hills,

11 LLC, owns still today, to my knowledge, unless they've

12 sold it.

13 Q. At the time of the agreement in October of

14 2008, you and Go Global had a capital account, right?

15 A. Yes.

16 Q. And the capital account had this 2 million 7?

17 A. Right.

18 Q. And explain to me how they were able to use

19 that capital account.

20 MR. McDONALD: I believe that's been asked and

21 answered.

22 A. They used it to purchase the property and

23 maintain the property that Eldorado Hills, LLC, owns.

24 BY MR. LIONEL:

25 Q. That was before October of 2008?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 103

JA_004536

1 A. Correct.

2 Q. Okay. Paragraph 15 you're talking about

3 Nanyah, even though it talks about Nanyah and Ray.

4 You say -- I'll withdraw.

5 Paragraph 17, "While Ray's interests in

6 Eldorado are believed to have been preserved, despite

7 contrary representation by Sigmund Rogich. Nanyah never

8 received an interest in Eldorado while Eldorado retained

9 the one million five." We're talking about Mr. Harlap's

10 million five?

11 A. Yes.

12 Q. And how much of that money did Eldorado get?

13 A. A million five, \$1,500,000.

14 Q. How about the million four twenty that you

15 gave to Go Global?

16 MR. McDONALD: Object to the form.

17 BY MR. LIONEL:

18 Q. Wasn't that out of the million five?

19 A. No.

20 Q. The million four twenty was not out of the --

21 A. No.

22 Q. Where did it come from?

23 A. Prior to Nanyah's investment, Go Global had

24 actually put in \$4,100,000 into Eldorado Hills, LLC. So

25 the \$4,100,000 was Go Global's. So if we would have

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 104

1 rewritten this document, it could just say forget about

2 Nanyah Vegas, you owe Go Global \$4,100,000, but that

3 wouldn't have been as accurate as the fact that Go

4 Global had a capital account of \$2.7 million,

5 plus/minus, and then Nanyah Vegas had a million and a

6 half.

7 So you're confusing the fact that Go Global

8 now was repaid a million four twenty, which we went over

9 already, but Go Global already had invested almost --

10 over \$4.1 million as of September of 2007. So \$4.1

11 million minus a million five, that's where it comes out

12 to about \$2.7 million, because Go Global actually added

13 a little bit more money after the 1.5 or right around

14 there.

15 So we got up to 4.1 million. Go Global took

16 back 1.42 million. We're not double dipping. I think

17 you're trying to give too much credit away. So either

18 Go Global has \$4.1 million or Go Global has 2.7 and

19 Nanyah has the 1.5.

20 Q. Mr. Harlap sent a million five to Canamex

21 Nevada, correct?

22 A. Correct.

23 Q. And of that million five, you gave a million

24 and four twenty to Go Global. Isn't that right?

25 A. No.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 105

1 MR. McDONALD: Object to the form.

2 A. No, it's not right. We've gone over those

3 bank statements. You need to review them again. I'm

4 positive that it's not right.

5 BY MR. LIONEL:

6 Q. You're entitled to your --

7 A. No, no, no. I'm positive it's not right. We

8 can review the bank statements if you want. You missed

9 a step.

10 Q. If Canamex -- if the million five that was

11 sent by Mr. Harlap had not been sent, would there have

12 been a million four twenty in Eldorado for you to give

13 to Go Global?

14 MR. McDONALD: Object to the form.

15 A. There had already been money in Eldorado prior

16 to Harlap sending the money because Go Global had

17 already put in \$4,100,000. So the answer is there would

18 have been money, but Eldorado Hills used that money to

19 pay off debt to Antonio and to ANB Financial.

20 So there was money in Eldorado, but Eldorado

21 chose to take that money and pay off its debts, Go

22 Global's money, and Eldorado Hills owed Go Global that

23 money. Go Global had \$4,100,000 of real money in

24 Eldorado Hills' accounts.

25 BY MR. LIONEL:

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 106

1 Q. I'll refer you to Exhibit E.

2 A. Okay. Got it.

3 Q. Isn't it true -- and I'm looking at daily

4 balances -- on 12/4, Eldorado's balance was \$1,870.51?

5 A. Yes, Mr. Lionel, this is a snapshot. That's

6 what a bank statement is. It's a snapshot of a specific

7 time period. You're narrowing it down to a snapshot.

8 Prior to this, \$4,100,000 went into Eldorado Hills'

9 account.

10 Q. No. It shows a daily balance on 12/7 of

11 \$1,501,870.51, correct?

12 A. Yes. You read that earlier. I agree.

13 Q. Thank you. And actually then that number

14 consisted of two things, the million five that came from

15 Mr. Harlap and 1,870.51, which was the balance prior to

16 the million five coming into the account. Is that

17 correct?

18 A. Not exactly, because then you see on December

19 10th 15,000 was deposited, on December 21st, 175,000 was

20 deposited, and on December 26th, 25,000 was deposited.

21 Q. I'm talking about what I just said about what

22 was the balance on 12/4 and 12/7 of '07, the numbers I

23 gave you, 1,870.51 on 12/4, 12/7, 1,501,870.51. Is that

24 correct?

25 A. Yes, the balance on December 7, 2007 in the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 107

JA_004537

1 Eldorado Hills, LLC, bank account was \$1,501,870.51.
 2 Q. Thank you.
 3 A. Thank you.
 4 Q. And the \$1,420,000 that you gave to Go Global
 5 came out of that \$1,501,870.51. Isn't that correct?
 6 MR. McDONALD: Object to the form.
 7 A. Yes.
 8 BY MR. LIONEL:
 9 Q. I understand your position.
 10 A. Thank you, sir.
 11 Q. And I think you understand mine.
 12 A. If you say so.
 13 Actually, I really don't understand yours, but
 14 I'm not trying to be -- I don't. I'm not trying to be
 15 funny or anything. We can go over the numbers, but it
 16 seems like you're trying to narrow down something that
 17 was definitely in the account. So there is where I get
 18 a little confused, but I'm trying to do my best to
 19 answer your question.
 20 Q. I'm not sure why you're confused. Let's
 21 assume this is a million five. I'm holding this bottle
 22 of water. The million five came from Mr. Harlap.
 23 Within a week, a million four twenty of that was taken
 24 out of that million five and given to Go Global.
 25 A. That's true, but in September, four months

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 108

1 earlier, Go Global had advanced \$2,200,000 to Eldorado
 2 Hills which Eldorado Hills said that it would pay back
 3 to Go Global. So that's a big point there.
 4 Q. All right. You've made your point.
 5 A. Okay.
 6 Q. Paragraph 18, that Nanyah is entitled to the
 7 return of the \$1.5 million -- I guess there's a zero
 8 left out -- from Eldorado?
 9 A. Yes.
 10 Q. And that is -- well, strike that.
 11 Why is it entitled to the return of 1,500,000?
 12 MR. McDONALD: Object to the form.
 13 A. Because it invested a million five, and
 14 Mr. Rogich promised me in a conversation, and also tried
 15 to put it down on several documents, that it would
 16 receive a million five back for the investment that
 17 Nanyah Vegas brought in.
 18 It's actually a great deal for Eldorado to
 19 take a million five for free, not pay any interest and
 20 just give them the money back. All he had to do is give
 21 the money back, not even asking for any interest.
 22 BY MR. LIONEL:
 23 Q. But this million five that you're talking
 24 about here is a million five that came from Mr. Harlap
 25 which you gave \$1,420,000 to Go Global.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 109

1 MR. McDONALD: Object to the form.
 2 A. Go Global had put in \$4,100,000 into Eldorado
 3 Hills, LLC. Eldorado, LLC, had taken almost \$4.5
 4 million in investment capital from Go Global and its
 5 investors.
 6 Q. But that really -- we're back to my bottle of
 7 water here. You say this million five was a million
 8 five that came from Mr. Harlap?
 9 A. It did.
 10 Q. And you gave a million four twenty of that
 11 million five to Go Global.
 12 MR. McDONALD: Object to the form. Asked and
 13 answered.
 14 BY MR. LIONEL:
 15 Q. I need an answer. You want the reporter to
 16 read it back?
 17 A. No, you didn't ask me a question. You just
 18 stated a fact. You stated a fact as you see it. I
 19 don't see it your way. You've kind of stated it and
 20 restated it. You didn't actually ask me a question.
 21 You just mentioned something. So I don't know what to
 22 really answer you.
 23 Q. The million five that you refer to in
 24 Paragraph 18 came from Mr. Harlap. Isn't that true?
 25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 110

1 Q. And out of that -- and the million four twenty
 2 that you gave to Go Global came out of that \$1,500,000
 3 which came from Mr. Harlap.
 4 A. I disagree.
 5 Q. All right. Where did it come from, that
 6 million five?
 7 A. The way I look at it, it actually came from Go
 8 Global four months prior to.
 9 Q. Prior to Mr. Harlap sending the million five?
 10 A. Yes, right.
 11 Q. And it came out of that, not his million five.
 12 Is that what you're saying?
 13 A. The money is money. If you have five dollars
 14 in one pocket and five dollars in another pocket, you
 15 have ten dollars. Which one you use to pay for the
 16 movie and which one you use to pay for the popcorn
 17 doesn't matter.
 18 My money, Go Global's money, \$4 million of it
 19 was in Eldorado prior to Harlap's money going in. So
 20 some of that Go Global money was to be considered a loan
 21 temporarily to Eldorado Hills. So Eldorado Hills owed
 22 Go Global some of that money. So when Eldorado Hills
 23 received the Harlap money, it was able to repay some of
 24 the \$4.1 million that Go Global had previously invested,
 25 not all of the \$4.1 million, only 1,420,000 of the \$4.1

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 111

JA_004538

1 million.

2 So if you want to call it that it came from

3 Harlap and that's Harlap's money, you can choose to do

4 that, but I'm saying that Go Global had already put

5 money into the company.

6 Q. That's not what you were talking about.

7 A. So where did that money go? Where did the Go

8 Global money go, the 4.1 million?

9 Q. You were the manager.

10 A. No, I know where it went. I'm telling you

11 where it went, but you choose not to pay attention to

12 it. You're just asking me one sentence. You're saying

13 that the Harlap money went to pay Go Global. If that's

14 what you say, you say. I have my facts as well.

15 My facts are Eldorado Hills already had \$4.1

16 million of Go Global's money, and Go Global was owed

17 that money. So whether it's Harlap's money or Rogich's

18 money or Robert Ray's money, it doesn't matter. Go

19 Global was owed money, and it's still owed money today,

20 \$2.7 million of it is what we are saying in this

21 lawsuit, and we're saying that Nanyah Vegas is owed a

22 million five.

23 Q. And when you talk about the four million,

24 you're talking about money that had been contributed or

25 put into the company -- when I say company, I'm talking

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 112

1 about Eldorado -- sometime between 2006 and -- 2006 and

2 December of 2007. Is that correct?

3 A. Yes.

4 Q. And that's -- and you say it was out of that

5 that you took this consulting fee, this fee for

6 consultation in 2007?

7 MR. McDONALD: Object to the form.

8 A. No.

9 BY MR. LIONEL:

10 Q. Let me read Paragraph 19. "As a direct result

11 of the actions of the defendants, plaintiffs have been

12 damaged in an amount in excess of 10,000." What damages

13 are you talking about? How do you -- strike that.

14 How do you say they were damaged in an amount

15 in excess of 10,000?

16 MR. McDONALD: Object to the form, calls for a

17 legal conclusion.

18 You can answer.

19 A. I'm trying to give an answer that is

20 applicable. I think we've been damaged in several ways.

21 BY MR. LIONEL:

22 Q. How have you been damaged?

23 A. Number one, if the money would have been paid

24 back, as my understanding of our agreement, when Rogich

25 conveyed his interest away in Eldorado Hills, I could

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 113

1 have taken that \$2.7 million and done something else

2 with it, earned interest in an account, bought a stock,

3 pay off debt. I could have been benefiting from not

4 paying interest on other loans that I have.

5 Number two, we've had to actually hire

6 Mr. McDonald's office, pay him legal fees, spend money

7 copying papers, talking through all of this with you

8 instead of being out earning money at my job.

9 So I've been damaged way more than \$10,000

10 just in the interest that I could have earned alone on

11 the \$2.7 million, which doesn't include Yoav Harlap's

12 \$1.5 million.

13 Q. If he had not transferred that property, would

14 you have received anything?

15 MR. McDONALD: Object to the form.

16 A. I don't know where the property -- if he sold

17 the property, if he's selling the property, I probably

18 would be receiving some kind of rent or income from the

19 gun club because there's a functioning business on

20 there, and it's quite successful from my understanding.

21 It brings in a lot of customers. So it would be nice to

22 receive some rent. You like to receive rent on your

23 properties I'm sure. I would like to receive some rent.

24 I think the thing is actually positive cash flow. I

25 don't think that the maintenance on that property is so

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 114

1 vast or great that it's cost prohibitive to keep.

2 BY MR. LIONEL:

3 Q. Have you seen the tax returns for Eldorado for

4 the year 2012?

5 A. No, I'm not sent tax returns from Eldorado.

6 Q. Have you seen the tax returns for 2011?

7 A. No.

8 Q. Have you seen it for 2010?

9 A. No.

10 Q. Have you seen it for 2009?

11 A. No.

12 Q. You're sure?

13 A. I'm sure. I haven't seen the tax returns.

14 I've seen some K-1s for some of those years that were

15 sent to Robert Ray or the Ray Family Trust but not the

16 full tax return.

17 Q. What do those tax returns show, those K-1s?

18 A. Nothing that -- I don't have them in front of

19 me. I look at K-1s frequently -- nothing that glared

20 out at me, nothing that said huge losses.

21 Q. Did -- anything on there that showed any

22 profits?

23 A. Well, as a matter of fact, if we actually got

24 to go and maybe depose the operators of the gun club

25 that probably are there for free and not paying rent and

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 115

JA_004539

1 absorbing about 60 acres, that would be interesting
 2 because Mr. Eliades' son, I believe, ran that gun club,
 3 if he still doesn't, for quite a long time. So that 60
 4 acres is basically either not paying rent to Eldorado
 5 Hills, LLC, the gun club, for the plus/minus 60 acres,
 6 or they are keeping all of the profits themselves. So
 7 it's kind of debatable on how that property and how that
 8 business is run. My guess is they just get free rent.
 9 So that's kind of an abatement.

10 That should be rent that's paid towards
 11 Eldorado Hills, LLC. In most traditional real estate
 12 deals, when a landlord owns property and a business is
 13 on that property or in a building occupying space and
 14 running its business, normally it would pay rent,
 15 percentage rent, monthly rent, annual rent.

16 So my guess is there are some profits that
 17 maybe aren't showing up in the Eldorado Hills tax
 18 returns because Mr. Eliades and Mr. Rogich have
 19 controlled that property. So they choose to do whatever
 20 they want with the income from the gun club, but maybe
 21 it's not being reflected appropriately in the tax
 22 returns of the Eldorado Hills, LLC, for the years 2009
 23 or 2010 or 2011 or 2012.

24 Q. Are you aware -- I think you testified -- no,
 25 put another way.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 116

1 Are you aware of any distributions that
 2 Eldorado has ever made?

3 A. No, and that's, I think, one big reason why
 4 we're here today.

5 Q. I beg your pardon?

6 A. And I think that's one major reason why we're
 7 here today, because they have the assets, and they keep
 8 the income, and they don't make distributions, and they
 9 kept \$4.5 million of our money. You think that sounds
 10 good to me, the 4.5 million -- no matter how you divide
 11 it -- and the 1.45 and the 1.42? They have 4.5 million
 12 of my money which both of them signed that was owed in
 13 multiple agreements, and they haven't paid it.

14 Q. You're not suing Eldorado for that, are you
 15 now?

16 A. Yes, we are.

17 Q. Only for Nanyah.

18 A. Okay. Well, we'll see about that.

19 Q. Well, is there anything in the agreement that
 20 requires Eldorado to make distributions?

21 A. In the Eldorado Hills operating agreement?
 22 Maybe. I don't know.

23 Q. No, I'm talking about in this agreement, in
 24 the one you have in front of you, Exhibit B.

25 A. Yes, it does. It does.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 117

1 Q. It requires them to make distributions?

2 A. It may not be called distributions, but, okay,
 3 so Paragraph 2(a) on Page 2 -- and that's Bates Number
 4 SR002011. I'm going to read it, "Buyer shall owe seller
 5 the sum of \$2,747,729.50 as noninterest-bearing debt
 6 with, therefore, no capital calls for monthly payments.
 7 Said amount shall be payable to seller from future
 8 distributions or proceeds," and then it goes on.

9 So I'm contending at the very least there is a
 10 substantial business operating on the Eldorado Hills
 11 property, and those moneys are going elsewhere except
 12 not into Eldorado Hills or to the benefit of the members
 13 of the debt holder or the people who Eldorado Hills owes
 14 debt to, and they're keeping the money.

15 So I think that when they're keeping the
 16 distributions or they're not sending it out or they're
 17 not even receiving it on purpose when they should be
 18 taking proceeds or rent and distributing the money that
 19 they don't need to maintain the property. That's part
 20 of what I'm saying, much less the rest of it that your
 21 client just decided to make the interest disappear
 22 because it sounded good to him.

23 But we haven't seen all the agreements yet,
 24 have we, Mr. Lionel? We haven't seen them all yet.

25 Q. TELD is not a party to this agreement, right?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 118

1 A. Correct, not yet or not now.

2 Q. And, of course, Paragraph 2(a) says that with
 3 respect to the debt, payments would be -- distributions
 4 as, when and if received by buyer from the company.

5 Do you know of any distributions that has been
 6 received --

7 A. Yes.

8 Q. -- by Mr. Rogich?

9 A. Yes.

10 Q. What are they?

11 A. I'm telling you at least there is a gun club
 12 that should be paying rent. So I think they're
 13 pocketing the rent and never putting it in the bank
 14 account of Eldorado Hills, LLC, or they're keeping the
 15 profits themselves in some other entity.

16 Q. My question is, what do you know of any
 17 distributions that were made?

18 A. Yes, and I answered yes.

19 Q. There were -- tell me about the distributions.

20 A. There are moneys or distributions that Eliades
 21 and/or Rogich are taking at least from the gun club, and
 22 instead of putting them into Eldorado Hills, LLC,
 23 they're being cut off. They're being used up before
 24 they go into Eldorado Hills, LLC.

25 Q. Do you know of any distributions received by

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 119

JA_004540

1 Rogich?

2 A. I don't know. I don't have a copy of his bank

3 statements, and I haven't spoken with him, but there is

4 a gun club, and a pretty successful one at that, that is

5 there either for free or paying Rogich and his partners

6 money outside of Eldorado Hills, LLC.

7 Q. At the time that TELD came in, was there a

8 reason why you didn't stay in, instead sold your

9 interest?

10 A. Yes.

11 Q. What was that?

12 A. Sig Rogich.

13 Q. What does that mean?

14 A. Sig Rogich told me that when Eliades came in,

15 Eliades didn't want any other partners but Sig Rogich,

16 and he would be the only partner, and he would agree to

17 pay -- Sig Rogich would agree to pay me my money out of

18 the property, and that's what this agreement was meant

19 to do. That was Sig's story.

20 Q. Paragraph 22, "Plaintiffs have complied with

21 all conditions precedent and fulfilled their duties

22 under the agreement."

23 What are the conditions?

24 MR. McDONALD: Object to the form, calls for a

25 legal conclusion.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 120

1 A. We provided about four and a half million

2 dollars into Eldorado Hills, LLC.

3 BY MR. LIONEL:

4 Q. Is that it?

5 MR. McDONALD: Same objection.

6 A. That's the bulk of it. I think that's the

7 most important part.

8 BY MR. LIONEL:

9 Q. I'll take it. Give me a subordinate part.

10 A. I'll stick to the most important part.

11 Q. And the other -- that's a condition you're

12 talking about?

13 MR. McDONALD: Same objection.

14 A. Yes.

15 BY MR. LIONEL:

16 Q. It's your complaint. I have a right to find

17 out what it's about.

18 A. Absolutely. I'm answering the questions. I

19 said yes.

20 Q. What duties did you fulfill?

21 MR. McDONALD: Same objection.

22 A. We took four and a half million dollars, and

23 we put it into Eldorado Hills, LLC, and we haven't

24 bothered them. We haven't given them a hard time. We

25 haven't prevented them from selling the property. We

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 121

1 haven't prevented them from marketing the property. We

2 just asked for our money back. That's all.

3 So we've been kind of good passive investors

4 that aren't earning any interest. So I think those are

5 the kind of duties that a good guy would do.

6 BY MR. LIONEL:

7 Q. Is that it? That's your answer?

8 A. Yes.

9 Q. Paragraph 23, "Defendant Rogich materially

10 breached the terms of the agreement when he agreed to

11 remit payment from any profits paid from Eldorado, yet

12 transferred his interest in Eldorado for no

13 consideration to TELD, LLC."

14 What terms of the agreement are you referring

15 to?

16 MR. McDONALD: Same objection.

17 A. So Mr. Rogich from my understanding -- I

18 haven't seen anything in writing; maybe you have -- has

19 somehow conveyed his interest in Eldorado Hills, LLC,

20 away. He never had given us -- when I say us, the

21 investors that are mentioned in other agreements that

22 we've seen today, Go Global, Nanyah, Robert Ray -- an

23 opportunity to say, "Hey, are you going to pay us back,"

24 or he didn't pay us any money when he conveyed his

25 interests.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 122

1 He was supposed to get a practical amount of

2 money based upon the value of Eldorado Hills, LLC and

3 pay us, not just give it away for free, and if he was

4 going to give it away for free, you would at least think

5 that he would have called us and say, "Hey, I'm going to

6 give my interests away for free. Would you take it?"

7 That's all.

8 I think he breached the spirit of that

9 agreement backwards and forward and sideways and in

10 diagonals also.

11 BY MR. LIONEL:

12 Q. You say in here breached the terms. Tell me

13 what terms.

14 MR. McDONALD: Same objection.

15 A. I just answered. I just answered the

16 question. He's supposed to pay us when he gives up his

17 interest in Eldorado Hills, LLC, not just walk away for

18 nothing.

19 BY MR. LIONEL:

20 Q. All I'm asking you is are there any terms in

21 the agreement that say what you effectively just said?

22 That's all.

23 A. Yes, I think there are.

24 Q. Would you point them out to me?

25 A. Just read Paragraph A. I think that starts it

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 123

JA_004541

1 on recitals, then (B) also. He basically -- Rogich
2 walks away with a lot for nothing then if he doesn't
3 pay. (B) says, "Seller desires to sell, and buyer
4 desires to purchase, all of seller's membership
5 interest" -- which was equity and then turns into debt
6 as per this agreement; that's why we differentiate the
7 terms at times -- "subject to the potential claims and
8 pursuant to the terms of this agreement." So seller
9 desires to sell; buyer desires to purchase.

10 In this case, the way it worked out with the
11 magical Sig Rogich at hand is he gets 40 percent
12 interest in a company that's worth millions of dollars,
13 and he pays zero, zero dollars.

14 Q. You haven't answered my question.

15 A. No, no, he's supposed to pay us. He's
16 supposed to pay us. Your question was what terms in the
17 agreement show that he's supposed to pay.

18 Q. No, that was not my question.

19 MR. LIONEL: Read the question back, Ms.
20 Reporter.

21 (Whereupon, the requested portion of the
22 record was read by the reporter.)

23 BY MR. LIONEL:

24 Q. And I'm asking you what terms are there? You
25 said that Mr. -- that Rogich breached the terms when he

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 124

1 transferred his interest in Eldorado.

2 A. Yes. Yes.

3 Q. Okay? I'm asking you what term of the
4 agreement says he could not transfer his interests in
5 Eldorado --

6 MR. McDONALD: I'll object.

7 BY MR. LIONEL:

8 Q. -- for no consideration?

9 MR. McDONALD: I'll object to the form.

10 BY MR. LIONEL:

11 Q. That's all.

12 A. Those exact words verbatim the agreement does
13 not have. The agreement, when you read, it says or
14 states that he's not supposed to give away his interest
15 for free without paying us.

16 Q. What says that?

17 A. Let's go back to (A). "Buyer intends to
18 negotiate" -- buyer is Rogich -- "such claims with
19 seller's assistance so that such claimants confirm or
20 convert the amounts set forth beside the name of each of
21 said claimant into noninterest-bearing debt, or an
22 equity percentage to be determined by buyer after
23 consultation with seller as desired by seller, with no
24 capital calls for monthly payments, and a distribution
25 in respect of their claims in amounts from the one-third

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 125

1 ownership interest in the company retained by buyer."

2 That to me is a term of the agreement. It's
3 in the recitals. The buyer received equity, extra
4 equity that he didn't have prior to this, and he's paid
5 nothing for it. So he's supposed to pay.

6 So verbatim it doesn't say what you stated,
7 but if you read this whole agreement, the buyer, being
8 Rogich, is supposed to pay for his interest. If he gave
9 it away to you, if he gave it away for free to somebody
10 else, that's his choice. Let him do that, but he's
11 supposed to pay for that.

12 So, again, these terms, as I read them and I
13 understand them, should mean that Rogich, when he
14 received this equity interest, this additional equity
15 interest that he didn't have, that he took basically
16 from Go Global, that he took from Nanyah Vegas, and he
17 didn't pay anything for, he was supposed to pay.

18 He decides later on he wants to become a
19 philanthropist or whatever it is he wants to do, God
20 bless him, but he's supposed to pay the group that he
21 took the interest from.

22 So I believe that, yes, it's pretty clear.

23 Q. That he could not transfer his interest?

24 A. No, he can transfer his interest, but he's
25 supposed to pay us when he does.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 126

1 Q. Is that what it says?

2 A. Not in the exact words I just said. In the
3 big meaning, yes, that's what it says.

4 Q. Can you show me what words would effectively
5 say he could not transfer the interest?

6 A. No, he's supposed to pay us when he does.

7 Read Paragraph A and Paragraph B. I've read them
8 already. You need to read them because I've read them.
9 If you want me to read them again to her, I'll read them
10 again, but I've already read them. My opinion is and
11 what this says and what this agreement means is when he
12 gives away his interest, he's supposed to pay us.

13 Q. But it doesn't say that.

14 A. Okay.

15 Q. Is that a fair statement? It doesn't say
16 that.

17 MR. McDONALD: Object to form, argumentative.

18 BY MR. LIONEL:

19 Q. I understand what you're saying, but that
20 agreement does not say that he cannot transfer his
21 interest.

22 A. Correct.

23 Q. That's all. It's easy.

24 A. But that wasn't the question you had asked
25 earlier.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 127

JA_004542

1 Q. I thought it was.
2 A. NO, it wasn't.
3 Q. Paragraph 24.
4 A. Okay.
5 Q. On top of Page 5. "Huerta and Go Global
6 reasonably relied on the representations of the
7 defendant Rogich in that they would honor the terms of
8 the agreement, all to their detriment."
9 What representations are you talking about?
10 MR. McDONALD: Same objection.
11 A. Not only in these documents that we've seen
12 here today but in the documents that were signed with
13 TELD and the Eliades group, there is reference in
14 writing to the moneys that have been invested and that
15 are supposed to be paid back interest free. They're not
16 even paying us interest on our money.
17 So we're referring to them, Sig Rogich, his
18 family trust or his et als. that would pay back money
19 that he benefitted from by getting an interest in
20 Eldorado Hills, LLC, moving forward. That's it.
21 BY MR. LIONEL:
22 Q. But you say that you relied on the
23 representations that they would honor the terms of the
24 agreement.
25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 128

1 Q. Are there such representations, or are you
2 relying on what the agreement says?
3 A. I'm relying on what the agreement says and
4 what we talked about earlier when I met with Sig Rogich,
5 and he looked me in the eye and said he would pay these
6 people back, and it was supposed to happen within the
7 month or two. We're not supposed to be waiting in 2014,
8 six years later.
9 He started making payments to Dunlap and
10 Rietz, and he said he was going to pay off Robert Ray,
11 and he wanted to pay everybody else off. That was the
12 intention. That's what the agreement was back then.
13 This Exhibit 1, I think, that you call it, which is the
14 purchase agreement, was supposed to be some
15 understanding of what we had agreed to, but, yes, he
16 told me face-to-face that he would pay us back.
17 Q. That's before the agreement was signed?
18 A. And after.
19 Q. And after. That's what you're referring to?
20 A. Yes. Yes.
21 Q. All right.
22 A. Thank you. I appreciate that.
23 Q. I'm entitled to find out what you're saying.
24 It's your complaint, not mine.
25 A. Yes, absolutely.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 129

1 Q. Paragraph 25, "As a direct result of the
2 actions of defendants, plaintiffs have been damaged in
3 an amount in excess of 10,000."
4 Is your answer to that the same one that you
5 gave me before --
6 A. Yes.
7 Q. -- to Paragraph 19?
8 A. Yes, sir.
9 Q. Paragraph 28.
10 A. Okay.
11 Q. "That the parties herein agree to uphold
12 certain obligations pursuant to their agreement;
13 specifically, defendant agreed to reasonably uphold the
14 terms of the agreement by remitting the requisite
15 payments required and reasonably maintaining the
16 membership interest to consummate the terms of the
17 agreement."
18 And what I'm asking you is, tell me what terms
19 of the agreement required Mr. Rogich or his trust to
20 reasonably maintain the membership interest.
21 MR. McDONALD: Object to the form. It calls
22 for a legal conclusion.
23 A. I mean, we can go back and basically reread
24 what I just read, but when he was -- when Rogich or his
25 trust was buying interests and agreeing to convert it or

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 130

1 having us convert that to a noninterest-bearing debt,
2 it's reasonable at that time to state that he wouldn't
3 just give away millions of dollars of interest later on
4 because -- for whatever reason. So he didn't really
5 stay true to what this agreement was meant for, stating
6 that he's buying interests, and he's supposed to pay for
7 the interest.
8 I mean luckily, luckily we live in a pretty
9 great country that normally when you get something, you
10 do pay for it, and most people do receive payment. In
11 this case, we said, "Hey, we'll wait. Just pay us
12 later," and he just didn't pay us. He hasn't paid us.
13 In fact, I'd be okay right now if he said,
14 "I'm not paying you yet because we haven't sold it."
15 What we have a problem with is that he told us that he
16 just gave away the interest for free, you know.
17 BY MR. LIONEL:
18 Q. But is there a term in the agreement that says
19 he has to maintain his membership interest? That's all
20 I'm asking.
21 MR. McDONALD: Same objection.
22 A. We're going to be in the same position on your
23 other point. I believe that he did not uphold the
24 agreement. Is there a specific term highlighting or
25 specifying him, hey, Sig, hereby agrees that he is not

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 131

JA_004543

1 going to give away his interests for free without paying
 2 the investors or the debt holders, no, there isn't a
 3 specific sentence that says that, but there is a
 4 specific sentence that says he's buying, and there is a
 5 specific sentence that refers to him paying.
 6 He just didn't get the paying part right. He
 7 liked the buying part, but he didn't get the paying
 8 part. He ate the meal at the restaurant for free and
 9 walked out and did not uphold the implied agreement to
 10 pay for the meal. That's what he did. Let's call the
 11 spade the spade. He ate the food and didn't pay for it.
 12 He dined and dashed. It's classic.
 13 BY MR. LIONEL:
 14 Q. He didn't receive any distributions, did he?
 15 A. He received equity in a company that owns
 16 property worth millions of dollars. So I think he did.
 17 He received equity.
 18 Q. At what point?
 19 A. October of 2008.
 20 Q. At that time.
 21 Were there any distributions that Rogich
 22 received after October 2008?
 23 MR. McDONALD: I'll object to the extent that
 24 it calls for speculation.
 25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 132

1 BY MR. LIONEL:
 2 Q. Do you agree it calls for speculation,
 3 Mr. Witness?
 4 A. I'm not a lawyer. I don't know.
 5 Q. What is your answer?
 6 A. Are you being argumentative, Mr. Attorney?
 7 Q. What's your answer?
 8 A. I answered this already. I believe that -- I
 9 believe that they have accepted distributions in other
 10 forms that didn't properly go through the company, that
 11 being Eldorado Hills, LLC.
 12 Q. When was this?
 13 A. Since that -- for example, since that gun club
 14 has been running.
 15 Q. Was this before --
 16 A. After 2008, after October of 2008, right.
 17 Q. What evidence do you have of that?
 18 A. I know that there's a gun club there, and it
 19 takes up about 60 acres. I know that the business is
 20 running, and I know that businesses normally don't get
 21 to stay at places for free. So either the gun club
 22 bought the property and they paid Eliades and Rogich
 23 outside of an escrow, they paid Rogich and Eliades
 24 outside of Eldorado Hills, LLC, and did what they call
 25 the good-guy deal. "Hey, we'll pay you 6 million, hey,

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 133

1 we'll pay you 8 million, we'll pay you 15 million for
 2 this 60 acres. We're just going to put it in this Swiss
 3 account. We're going to put it in your kid's trust
 4 account. We're going to put it in the name of some
 5 other entity, and you know what? We're not going to pay
 6 Eldorado Hills, but you're going to let us have this
 7 property, or you're going to give us the right to buy it
 8 down the road for a dollar."
 9 I don't know, but the fact of the matter is
 10 there is a business that runs there, and Eldorado Hills
 11 evidently hasn't received one iota of payment or moneys.
 12 So the only thing that a logical businessman would think
 13 is they're getting something. Maybe they get free
 14 bullets for life. Maybe they get free rifles. They
 15 might get free rides on the golf carts that are really
 16 nice around the gun club. I don't know. They might get
 17 to shoot at the tank that they put out there. They
 18 might get to ride in the tank. I don't know. But
 19 there's definitely some benefit and/or distribution that
 20 we're not seeing, you are not seeing because they don't
 21 show you that either, and I'm not seeing because I'm not
 22 an equity member, and I'm not out at the gun club.
 23 So I don't know exactly, but it would stand to
 24 reason that that business that functions out there is
 25 providing some kind of benefit to Eldorado Hills, LLC,

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 134

1 that neither you or I know. That's all I'm saying.
 2 So I believe that, yes, there are
 3 distributions. I just don't know what they are and when
 4 they're given.
 5 Q. Paragraph 29, "Rogich never provided verbal or
 6 written notice of his intentions to transfer the
 7 interests held in Eldorado, and this fact was not
 8 discovered until other parties filed suit against
 9 Eldorado and Rogich for other similar contract --
 10 conduct." Excuse me.
 11 Is there any term or provision in the
 12 agreement that required that Rogich give you notice of
 13 his intentions to transfer the interests?
 14 MR. McDONALD: Objection, calls for a legal
 15 conclusion.
 16 MR. LIONEL: Why is that calling for a legal
 17 conclusion?
 18 MR. McDONALD: It's asking for him to
 19 interpret the terms of the agreement.
 20 MR. LIONEL: I'm asking for facts.
 21 MR. McDONALD: Well, to the extent that it
 22 calls for him to make a legal conclusion based on the
 23 terms of the agreement, that's my objection.
 24 A. As we sit here today, we're not aware -- maybe
 25 you are, but we're not aware of proceeds or

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 135

JA_004544

1 distributions that Mr. Rogich has received.

2 I think it's completely asinine to think and

3 presume that Mr. Rogich, as I know him, because I

4 officed with him for about five years and on one deal

5 that I did he made \$11 million on, that he would just

6 walk away from a multimillion-dollar asset and not

7 receive anything.

8 So in answer to your question, if you just

9 read this agreement, it says said amount -- referring to

10 the 2.7 million and change, "Said amount shall be

11 payable to seller" -- that's Go Global -- "from future

12 distributions or proceeds." Okay?

13 BY MR. LIONEL:

14 Q. But I'm not asking you that. I'm going to

15 move to strike that.

16 I'm asking you simply with respect to whether

17 or not there are any terms or provisions --

18 A. Yes, the answer is yes.

19 Q. -- that he had to give written notice of his

20 intentions to transfer his interests? That's all.

21 MR. McDONALD: Same objection.

22 A. The answer is yes.

23 BY MR. LIONEL:

24 Q. What are they?

25 A. Read that.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 136

1 Q. Read what?

2 A. What I just started to read. He's supposed to

3 pay when he gets distributions or proceeds. We don't

4 know what he's received. He doesn't tell us.

5 Q. I --

6 A. So he's supposed to tell us. He doesn't just

7 get to keep all the benefits. He doesn't just get to

8 keep valuable property. He doesn't get to keep the

9 benefit of that company without paying us. So I don't

10 know what he's received.

11 Q. I move to strike, and I'm going to read the

12 first part of Paragraph 29.

13 "Rogich never provided verbal or written

14 notice of his intentions to transfer the interests held

15 in Eldorado," and I'm asking you simply could you tell

16 me what terms or provisions in the agreement says that

17 he had to provide verbal or written notice of his

18 intentions to transfer the interests?

19 A. Okay. I'm just going to read the agreement,

20 okay, because you're asking me question after question.

21 So I think I better read it.

22 (Recess taken.)

23 MR. LIONEL: Back on the record.

24 A. So I think that after reading the agreement,

25 if Mr. Rogich would have paid us, he wouldn't have

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 137

1 needed to notify us, but since he didn't pay us, he

2 should have at least notified us. The agreement doesn't

3 say he specifically needs to notify us, but in order to

4 get treated fairly, like I think we should have been

5 treated, and if he would have been upholding, you know,

6 just good faith, he would have called and said, "Hey,

7 I'm going to do this." He never did, and we found out

8 about it months later, and I just think that's messed

9 up.

10 BY MR. LIONEL:

11 Q. Still in Paragraph 29, it says the fact that

12 he had not discovered -- withdraw.

13 The Paragraph 29 says, "The transfer was not

14 discovered until other parties filed suit against

15 Eldorado and Rogich for other similar contract --

16 conduct." I did that twice.

17 Tell me why you say that, why you allege that

18 it was not discovered until other parties filed suit for

19 other similar conduct.

20 A. Right. Actually you made reference to this

21 earlier. We didn't get as complete as this, but it was

22 in 2012, in the fall or October, that Sig Rogich and I

23 were discussing the Antonio Nevada lawsuit which is, I

24 think, the reference, what it means here where it says,

25 "Other parties filed suit against Eldorado." That other

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 138

1 party, I believe, only refers to Antonio Nevada, LLC,

2 and Mr. Rogich and I were discussing that lawsuit, and

3 at that time is when Sig revealed to me on the phone

4 that he had given his interest away already.

5 So I don't believe that even Mr. Rogich

6 planned on telling me that he gave away his interest.

7 It just came up when we were talking about the Antonio

8 Nevada lawsuit.

9 Q. But you're saying it was not discovered until

10 other parties filed suit against Eldorado and Rogich for

11 other similar conduct. What's the similar conduct?

12 A. Oh, I'm not that familiar with the details of

13 the Antonio Nevada lawsuit, but I believe Antonio Nevada

14 alleged that Sig Rogich and/or Eldorado Hills, LLC,

15 should have paid them money or owed them money. So

16 we're now saying in regards to Nanyah Vegas and Go

17 Global that Mr. Rogich walked away with money that we

18 believe he should have paid us. So that's the similar

19 conduct.

20 Q. You say he walked away with money owed to

21 Eldorado -- to Antonio Nevada?

22 A. No. I said in my opinion he's walked away

23 with money owed to Go Global and Nanyah, yes.

24 Q. Paragraph 31, "That each party agreed to

25 uphold the terms of the agreement upon execution of the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 139

JA_004545

1 agreement and as a result agreed to perform certain
 2 duties."
 3 They agreed to uphold. Is that something
 4 besides what's in the agreement? I don't understand.
 5 Where does that agreement appear?
 6 MR. McDONALD: Object to the form.
 7 A. The agreement is Exhibit 1, that purchase
 8 agreement.
 9 BY MR. LIONEL:
 10 Q. Are you talking about what the agreement says,
 11 nothing specific, though?
 12 A. You know, what the agreement says and then
 13 secondly those other documents that we talked about when
 14 TELD came in. I think it kind of regurgitates the
 15 agreement and adds to it. So I don't think that
 16 Mr. Rogich has upheld his agreement -- his agreed-upon
 17 terms.
 18 Q. This is talking about that each party agreed
 19 to uphold the terms of the agreement.
 20 A. Right, the Exhibit 1.
 21 Q. Is there a separate provision there which says
 22 that Rogich or the trust will uphold the terms of the
 23 agreement?
 24 MR. McDONALD: Object to the form.
 25 MR. LIONEL: It's an allegation in the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 140

1 complaint.
 2 MR. McDONALD: I still think your question is
 3 vague. I'm confused about your question. So I don't
 4 think there is a problem with the complaint. I think
 5 it's your question.
 6 A. In 6(d) in the agreement, and we can read the
 7 agreement again and again. I mean, you're obviously
 8 just reading from the complaint. I mean, I think that
 9 the writing is unclear, but 6(d) in the agreement says,
 10 "Seller and buyer further represent and warrant that the
 11 representations, and indemnification and payment
 12 obligations made in this agreement shall survive
 13 closing."
 14 So he hasn't paid. Mr. Rogich hasn't paid,
 15 and he informed us that he gave away his interests. So
 16 I believe if we go back to your paragraph from the
 17 complaint that you just read that you're asking about
 18 where each party agreed to uphold the terms of the
 19 agreement, I feel like he has not upheld his side of the
 20 agreement. His interests have disappeared or been given
 21 away, but he paid nothing for them. So --
 22 BY MR. LIONEL:
 23 Q. All I'm asking you is, is there something that
 24 specifically says that each party agrees to uphold the
 25 terms? That's all. I understand your point.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 141

1 A. Okay. Well, then if you understand it, that's
 2 my answer, I guess.
 3 Q. No, no, no. All I'm saying is there is no
 4 specific provision in the agreement that says we're
 5 going to uphold the terms.
 6 A. Okay. Then what --
 7 Q. That's your allegation in your complaint.
 8 MR. McDONALD: Well, the allegation says that
 9 execution of the agreement is what they agreed to uphold
 10 the terms with.
 11 MR. LIONEL: That's not what it says.
 12 MR. McDONALD: Yes, it says upon execution of
 13 the agreement -- they agree to uphold the terms of the
 14 agreement upon execution.
 15 MR. LIONEL: And as a result, agreed to
 16 perform certain duties.
 17 MR. McDONALD: Correct.
 18 I'm sorry, are you asking -- are you asking
 19 him if that is referring to any specific terms in the
 20 agreement or just the agreement in general?
 21 MR. LIONEL: Exactly, exactly. No, either
 22 it's in there or it's not.
 23 A. I think 6(d) is very close to that. It
 24 doesn't use the exact words. I believe 6(d) is very
 25 close, SR002014.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 142

1 BY MR. LIONEL:
 2 Q. In 6(d)?
 3 A. 6(d). It's SR002014 in the agreement.
 4 Q. This is Paragraph 6. Okay?
 5 A. Yes, so go to 6(d), right here, 6(d).
 6 Q. "Seller and buyer further represent and
 7 warrant that the representations, and indemnification
 8 and payment obligations made in this agreement shall
 9 survive closing." That's talking about surviving
 10 closing.
 11 A. Yes, that's part of it, but it also says that
 12 the buyer represents and warrants that the
 13 representations, indemnification and payment obligations
 14 made in this agreement shall survive closing.
 15 He never paid. Payment obligations. Payment
 16 obligations isn't zero.
 17 Q. You keep going off on that tack. All I'm
 18 asking you is, tell me what provision of the agreement.
 19 A. 6(d) is the answer.
 20 Q. That's your answer. Anything else?
 21 A. Oh, I don't know. I mean, again, I would have
 22 to read this all again. At least 6(d), at least 6(d),
 23 but you're as capable of reading this and going through
 24 it as I am, at least 6(d).
 25 MR. McDONALD: Which is a very important one.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 143

JA_004546

1 BY MR. LIONEL:

2 Q. Anything else you know?

3 A. Well, when we contacted Mr. Rogich through

4 Mr. McDonald's office, we asked them to notice us, as

5 7(a), in writing of certain facts. He never notified me

6 in writing.

7 Q. I didn't ask that, anything about 7. I'm

8 asking you have an allegation --

9 A. No, uphold the agreement. We're on --

10 Q. The agreement will uphold the agreement.

11 A. Yes, we're on 31. Well, he never notified

12 what he did with his interests and why he did it.

13 Q. I didn't ask you that. I'm asking you what in

14 the agreement said that they -- the parties agreed to

15 uphold the terms of the agreement? That's all.

16 A. Actually at the end, you said anything else,

17 is there anything else? So I said at least 6(d). I

18 also think 7(a).

19 Q. Notices. Is that what you're talking about?

20 A. Yes, notices.

21 Q. Anything else?

22 A. His signature.

23 Q. Anything else?

24 A. 5(a).

25 Q. Anything else?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 144

1 A. 3.

2 Q. Anything else?

3 A. And 2(a).

4 Q. Anything else?

5 A. No, I think that's it. I'd also like to

6 clarify a previous question you asked me. TELD does

7 appear in this agreement briefly. I think I answered

8 no, but I forgot about that. I don't think it's a big

9 deal but on Page 3 there at the bottom.

10 Q. Paragraph 32, "That defendant, Rogich has

11 failed to maintain the obligations which he agreed upon

12 as memorialized herein and in the agreement as described

13 herein and thereby failed to act in good faith and has

14 also failed to deal fairly in regards to upholding his

15 defined duties under the agreement."

16 When you say he "failed to maintain the

17 obligations which he agreed upon as memorialized

18 herein," what are you referring to? Are you referring

19 to obligations set forth in the complaint?

20 A. In the agreement.

21 Q. In the agreement?

22 A. Correct.

23 Q. "And as described herein, thereby failed to

24 act in good faith."

25 How did he fail to act in good faith?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 145

1 MR. McDONALD: Same objection.

2 A. Well, if we go to 2(a) and 3, basically it

3 summarizes he's supposed to pay us money. He owes us

4 money. It says, "Buyer shall owe seller the sum of

5 2,747,000." He hasn't paid, and he gave us -- his

6 interest disappeared.

7 BY MR. LIONEL:

8 Q. "And also failed to deal fairly in regards to

9 upholding his defined duties under the agreement." Is

10 that the same answer?

11 MR. McDONALD: Same objection.

12 MR. LIONEL: Counsel, I want to hear from the

13 witness.

14 MR. McDONALD: Right. I have my right to

15 object.

16 THE WITNESS: He said "same objection."

17 That's all he said.

18 MR. McDONALD: I wasn't talking to him. I was

19 just asserting an objection.

20 THE WITNESS: He did say it kind of low,

21 though.

22 BY MR. LIONEL:

23 Q. Is your answer the same as you just gave me,

24 he failed to pay?

25 A. Yes. I'd say that's part of the answer, the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 146

1 beginning of the answer, and the second part is if

2 you're going to give away your interest, the agreement

3 should say that you would notify -- says he should

4 notify us or at least tell us. So I'd add that.

5 Q. Paragraph 25.

6 A. 25 or 35?

7 Q. 25.

8 A. 25.

9 Q. Excuse me. Forgive me. Forgive me. How

10 about 33?

11 "As a direct result of the actions of

12 defendants, plaintiffs have been damaged in an amount in

13 excess of 10,000."

14 Same answer that you gave before to the two

15 paragraphs dealing with -- similar to Paragraph 33?

16 A. Yes, sir.

17 Q. Let's go to the third claim, Paragraph 37.

18 "Rogich represented at the time of the agreement that he

19 would remit payment to Huerta and Go Global as required,

20 yet knew or reasonably intended to transfer the acquired

21 interest to TELD, LLC, and furthermore knew that the

22 representations made by him in the agreement were in

23 fact false with regard to tendering repayment or

24 reasonably preserving the required interest so he could

25 repay the debt in the future."

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 147

JA_004547

1 There's a lot in there.

2 A. Yes.

3 Q. And you know where I'm going to ask you.

4 A. No, not --

5 Q. What evidence do you have that Rogich knew or

6 reasonably intended to transfer the acquired interest at

7 the time of the agreement?

8 Let me go back a minute to the first sentence.

9 A. Okay.

10 Q. "Rogich represented at the time of the

11 agreement that he would remit payment to Huerta and Go

12 Global as required."

13 I understand what 2(a) says. Okay? What --

14 is there a specific representation besides that

15 someplace in the agreement that he's going to pay it as

16 it says in 2(a)?

17 A. Paragraph 3 of the agreement and also in

18 Paragraph 1 of the agreement.

19 Q. What?

20 A. Also in Paragraph 1 of the agreement.

21 Q. All right. Anything else?

22 A. No.

23 Q. Now it says, "Rogich knew or reasonably

24 intended to transfer the acquired interest to TELD."

25 Tell me about that. What evidence do you have

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 148

1 of that?

2 A. I think the proof is in the pudding in the

3 fact that he did it and never told us and never paid us.

4 He actually did and didn't tell us until like eight

5 months after he did it, and he knew that we had four

6 point something million dollars hanging out there that

7 he agreed to pay us.

8 Q. Are you saying that in 2008 he intended to

9 transfer the interest to TELD, all the interest?

10 A. Yes, I am.

11 Q. What is your evidence of that?

12 A. This agreement says that, "Seller will

13 transfer and convey the membership interest to buyer,

14 and buyer will acquire the membership interest from

15 seller upon payment of the consideration set forth

16 herein at closing." This is in 2008.

17 He never pays us a dime, doesn't even take us

18 out to dinner, and in 2012, he transfers all of his

19 interests to TELD presumably, supposedly, purportedly

20 for free, but he actually didn't tell us that he did

21 that until eight months after he did it. That's a free

22 and clear --

23 Q. No, but did that mean four years earlier --

24 A. Yes, I think he planned it.

25 Q. You think he planned it?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 149

1 A. Yes.

2 Q. And I'm asking you what evidence do you have

3 of that?

4 A. I think the proof is in the pudding. He did

5 it. He transferred his interests away for free. What

6 else do we need?

7 Q. That's all you have?

8 A. Yes.

9 Q. Nothing else?

10 A. Yes.

11 Q. "And furthermore knew that the representations

12 made by him in the agreement were in fact false with

13 regard to tendering payment or reasonably preserving the

14 acquired interest so he could repay the debt in the

15 future."

16 How do you know that? What representations

17 are you talking about?

18 A. The representations are in the Exhibit 1 of

19 the agreement, this agreement, the purchase agreement.

20 He represents that he is going to pay moneys. In the

21 end, the fact is he doesn't pay moneys, and he walks

22 away for free, and he says -- he says, "Buyer shall owe

23 seller the sum of." He never paid. I don't think he

24 ever intended to pay, and I think he said, "Hey, I'll

25 get out of this. I'll hire a lawyer. It's cheaper not

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 150

1 to pay. I think it's cheaper not to pay." So he didn't

2 pay. He gave away his interest. Again, eight months

3 later he tells us. That's my evidence.

4 It's like if we show up at the scene of a car

5 accident and there is a smashed car in the middle of an

6 intersection, we presume that there was an accident. We

7 didn't see the accident, but the car is all bashed up.

8 The guy is hurting. You know, he's not feeling very

9 well. You assume he's the driver. He smashed his car.

10 He took the money; he didn't pay.

11 Q. I'm asking you what representations did he

12 make in the agreement?

13 A. He said that he would pay us for our

14 interests.

15 Q. Was that a representation, or was that an

16 agreement?

17 A. It's a representation in the agreement.

18 Q. Do you know what a representation is?

19 MR. McDONALD: Objection, argumentative.

20 A. I believe so. He represented to us that he

21 was going via this agreement --

22 BY MR. LIONEL:

23 Q. Was there something in the agreement which he

24 said that -- you're talking about representation made by

25 him in the agreement were in fact false.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 151

JA_004548

1 I want to know what representation you're
2 talking about, what in the agreement?

3 MR. McDONALD: Asked and answered.

4 A. Where he was going to pay us for our
5 interests.

6 BY MR. LIONEL:

7 Q. Was that a representation?

8 MR. McDONALD: Same objection.

9 A. To my understanding, yes, it's a
10 representation in the agreement.

11 BY MR. LIONEL:

12 Q. That's what you're saying. That is the
13 representation, that he said he was going to pay it?

14 A. Yes, but, again, we also had meetings in his
15 office, and he told me to my face that he was going to
16 pay us all off, too. So it's not just this agreement,
17 not just this Exhibit 1.

18 Since you asked for anything else, I want to
19 make sure we're clear. He also told me to my face that
20 he would pay us.

21 Q. When did he do that?

22 A. In October of 2008 in his office and at Nevada
23 Title.

24 Q. But he never intended to pay you. That's what
25 you're saying?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 152

1 A. Yes, I am saying that.

2 Q. And that when he told you that in 2008, he was
3 not -- not being truthful with you you're saying. Is
4 that what you're saying?

5 A. Yes.

6 Q. That's your position?

7 A. That's my position, in 2008.

8 Q. I understand.

9 A. I know. You didn't say it real clearly. I'm
10 making sure.

11 Q. Okay. All right. It's those representations
12 you just talked about that you relied upon. Okay?

13 A. Yes.

14 Q. Let's go to Paragraph 45, "That Nanyah
15 intended to invest a million five into Eldorado as a
16 capital investment for the benefit of that company,
17 which represented a benefit to Eldorado."

18 How do you know he intended to invest it into
19 Eldorado as distinct from Canamex?

20 A. Okay. So Nanyah Vegas was controlled or is
21 controlled by a gentleman named Yoav Harlap. It's been
22 established that I actually flew to Israel to meet with
23 him. Subsequent to that meeting that occurred in his
24 house in Herzliya --

25 Q. On Herschel?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 153

1 A. Yes, and I flew back and had subsequent calls
2 with him.

3 At the time when I first met him, it was early
4 in 2007. The plan was that we were all going to go into
5 Canamex Nevada. All the information that had been sent
6 to him was about Canamex Nevada. It took awhile to
7 consummate that deal and for him to invest.

8 By the time he actually did invest, we
9 realized we're not going to do the Canamex deal. We're
10 not going to merge into the Giroux property. We're just
11 going to stick to our Eldorado Hills 160-acre property.
12 So he sent the money to Canamex Nevada. Then I said,
13 "Hey, look, Canamex isn't going to go forward right now.
14 We're just going to put the money into Eldorado Hills,
15 LLC. It's going to be capital contributed into Eldorado
16 Hills, LLC."

17 So I had the conversations with Mr. Harlap.
18 The money went from Canamex into Eldorado Hills, LLC,
19 which was more appropriate knowing that Canamex Nevada
20 wasn't going to own any property. Eldorado Hills did
21 own property, a valuable property in my opinion. So his
22 money went into Eldorado Hills, LLC, as it should have.
23 So that's how I know. I had the relationship with
24 Mr. Harlap.

25 Q. I think you just said -- correct me if I'm

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 154

1 wrong -- that when the million five came into Canamex,
2 you called Harlap and told him that you were going to
3 put it into Eldorado?

4 A. No, that's not what I said. I think that the
5 way it happened was I met with him early in '07 when we
6 were talking about Canamex. All the information I had
7 given him was about Canamex. By the time he agreed to
8 invest, he still had the Canamex information. I must
9 have sent it to him a long time before he wired it.

10 It would have been more appropriate for him to
11 just wire the money directly into Eldorado Hills, LLC.
12 About seven or eight months had passed, and the goal or
13 the terms of the Eldorado Hills project had changed. We
14 were no longer doing Canamex. He should have just sent
15 the money into Eldorado Hills, LLC. I didn't catch it
16 before he wired the money, but within a day or two --
17 you have the bank statement -- the money went from
18 Canamex right into Eldorado Hills, LLC.

19 Sig was aware of that as we discussed it. The
20 money should have just been sent into Eldorado Hills,
21 LLC. By the time Mr. Harlap invested, we were pretty
22 sure the Canamex Nevada deal wasn't going to go forward
23 at that point, still had a little bit of hopes that it
24 would, but it wasn't going forward at that time. So the
25 money went into Eldorado Hills. So I knew that.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 155

JA_004549

1 Q. So the money came into the Canamex account,
2 right?

3 A. Right.

4 Q. Which you had control over?

5 A. Yes.

6 Q. And did you notify Mr. Harlap and say -- I
7 think you said before that when you got that money, you
8 called him?

9 A. No, I think what I said before is that when we
10 got the money, that we called Sig and let him know that
11 the money arrived. You asked was Sig aware of that.
12 That's what I remember I answered.

13 Q. No, I did not ask that question.

14 A. Yes, you did. You can go back --

15 Q. The record will show it.

16 A. Yes, correct.

17 Q. Are you saying that when you got that money,
18 you didn't call Mr. Harlap? Is that what you're saying
19 now?

20 A. I don't remember if I called him when I got
21 the money. I'm answering specifically to Mr. Harlap. I
22 don't recall at this point calling him and saying the
23 money went into Canamex instead of Eldorado. I don't
24 recall that.

25 Q. Did you ever tell him that?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 156

1 A. Sure.

2 Q. When did you tell him that?

3 A. I met with him again in -- I would talk to him
4 periodically, send him e-mails, but I met with him again
5 in December -- in Israel, December 30th, I think,
6 2000 -- I believe it was '10, maybe '11, and we
7 discussed the deal, discussed where Eldorado was at, and
8 he knew then.

9 Oh, and prior to that, in 2008, when we
10 were -- we, Mr. Rogich and I, were out raising money for
11 Eldorado Hills, Pete Eliades was one potential investor
12 that we were discussing the project with.

13 I also called Mr. Harlap and said we're
14 raising money, told him about the FDIC situation and the
15 loan, and I said, "This would be a time that you can
16 increase your membership percentage in Eldorado if you
17 invest more money and help pay the loan down." We're
18 talking to other investors at the time. Eliades was one
19 of them, and there was another investor that Sig knew.
20 I can't remember. He's a poker player, though.

21 And so I told him, "Are you willing to invest
22 more money?" And so I went over the transaction, went
23 over the fact that the NDOT interchange was still in
24 line, but they hadn't started construction yet, and he
25 said, "No, I'm just going to leave my \$1.5 million in

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 157

1 the project as it is." So I said okay.

2 So then right after that, within a month or
3 two is when the Eliades transaction was formalized,
4 signed, and kind of the rest is history. Eliades came
5 in with Rogich who agreed to pay us our money.

6 Q. Between the time that the million five was
7 wired, how often have you talked to Mr. Harlap?

8 A. How often? In the first year, much more
9 often. So I probably spoke with him and/or e-mailed him
10 seven or eight times. After that, I met with him once
11 and probably e-mailed him once a year.

12 MR. LIONEL: Can we have those e-mails,
13 Counsel? Both lawyers.

14 THE WITNESS: I don't know if I have them. I
15 don't know if I save them that far back.

16 BY MR. LIONEL:

17 Q. Did you ever tell Mr. Harlap about the
18 consulting fee?

19 MR. McDONALD: Object to the form.

20 BY MR. LIONEL:

21 Q. The 1,420,000.

22 A. We talked about that during the last
23 deposition of Nanyah Vegas. You keep calling it a
24 consulting fee. It was reclassified and was not a
25 consulting fee.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 158

1 Q. Reclassified as what?

2 A. It was a loan payment back to Go Global, which
3 has been described ad nauseam during this deposition.
4 Go Global had put in \$4,100,000. It was paid back the
5 \$1.42 million, a loan payment. It was not a consulting
6 fee. Melissa didn't want it as a consulting fee, and
7 you referred to that during the Nanyah Vegas PMK. You
8 didn't complete that thought, and I sat there and
9 thought about it later. You got the times confused when
10 her and I got into the discussion. You tried to pin it
11 on an earlier time period in an unrelated topic. She
12 didn't want it to be a consulting fee, and then we
13 reclassified it, and it was just treated as a loan
14 payment back to Go Global, not a consulting fee.

15 So it wasn't a consulting fee, and it didn't
16 end up being a consulting fee, and I did not pay taxes
17 on it as a consulting fee.

18 Q. Did you tell Mr. Harlap that Go Global
19 received 1,420,000 coming as a result of the payment, of
20 him sending a million five?

21 A. Yes.

22 Q. You told him that?

23 A. Yes.

24 Q. When did you tell him that?

25 A. I don't remember the exact date but after he

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 159

JA_004550

1 invested, and he was aware. He's gotten a breakdown of
 2 what I invested in the deal, that after his money, my
 3 net ended up being \$2.7 million. Mr. Rogich invested
 4 2.1 million and change into the deal. My other investor
 5 invested 283,000 and change, that was Robert Ray, and
 6 then he's aware that Eliades came in and paid off the
 7 FDIC loan.
 8 Q. You've not answered my question.
 9 A. Yes, I did. I told you that after he
 10 invested, I told him, and he also --
 11 Q. Told him what?
 12 A. That the -- where his money went, and he knows
 13 the net amount invested in the Eldorado Hills by all
 14 parties.
 15 Q. Does he know that his money went to a money
 16 market account of Eldorado and that a million four
 17 twenty was taken out and given to Go Global?
 18 A. He doesn't know about the money market part,
 19 no, I don't think --
 20 Q. Does he know -- he knows about the million
 21 four twenty?
 22 A. Yes.
 23 Q. What did you tell him about the million four
 24 twenty?
 25 A. I don't remember the exact conversation.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 160

1 There is no way that I would remember it. He knows that
 2 I had advanced over \$4 million or I had invested over \$4
 3 million into Eldorado and that we were raising money for
 4 the project and that some of my \$4 million was an
 5 advancement, and I was going to get paid back supposedly
 6 about a million five of it, which I didn't get in full
 7 because Sig Rogich and I were supposed to be equal
 8 members in it, and I was supposed to be at an equal part
 9 with Sig, and he was coming in as an investor
 10 additionally to Sig and I.
 11 And then Robert Ray was also an investor, but
 12 we were also talking to Dr. Nagy and one other guy, and
 13 they never ended up investing. Those were Sig's
 14 investors. So he knows all about that.
 15 Q. But does he know specifically about the
 16 million four twenty?
 17 A. Yes.
 18 Q. And he knows that it came out of his million
 19 five?
 20 MR. McDONALD: Object to form.
 21 A. Yes.
 22 BY MR. LIONEL:
 23 Q. He knows that?
 24 A. Yes.
 25 Q. When did you tell him that?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 161

1 MR. McDONALD: Asked and answered.
 2 A. After he invested the million five.
 3 BY MR. LIONEL:
 4 Q. How long after?
 5 A. I don't remember.
 6 Q. Did you tell it to him in December of 2007?
 7 A. I don't remember.
 8 Q. How about 2008?
 9 A. Yes, in 2008, sometime in 2008 for sure.
 10 Q. Is that in the e-mails, or was that --
 11 A. No. I would talk to him, yes, and I met with
 12 him twice physically.
 13 Q. Do you remember whether this was something you
 14 told him face-to-face when you met with him?
 15 A. Yes, correct.
 16 Q. And what did he say?
 17 A. He didn't say anything about that. He knew,
 18 he knew before he invested what that money was for and
 19 that Go Global had advanced a bunch of money for
 20 Eldorado Hills, LLC.
 21 Q. Are you saying that Mr. Harlap knew when he
 22 wired that million five that you were going to take out
 23 of there a million four twenty and give it to Go Global?
 24 Is that what you're saying?
 25 MR. McDONALD: Object to the form, misstates

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 162

1 testimony.
 2 A. Yes.
 3 BY MR. LIONEL:
 4 Q. And he agreed to that?
 5 A. Yes.
 6 Q. When did he agree to that?
 7 A. As part of his investment. We met and talked
 8 about the investment.
 9 Q. But we're talking about the million four
 10 twenty out of the money that he wired in.
 11 A. Yes, it was supposed to be a million five that
 12 Go Global was going to be repaid. Go Global ended up
 13 leaving some of the money in Eldorado Hills, LLC.
 14 Q. And he knew that you would get the million
 15 five?
 16 A. Yes, in essence Go Global would have increased
 17 its interests in Eldorado Hills, LLC, by the investments
 18 it had made because at that time Mr. Rogich and I were
 19 the majority members of Eldorado Hills, LLC. Okay? So
 20 it was either Go Global increased its membership
 21 interest or Go Global would keep its membership interest
 22 where it was at and bring in another investor.
 23 He was in essence taking a percentage of Go
 24 Global's interest, he being Harlap, taking a percentage
 25 of what Go Global's interests were.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 163

JA_004551

1 If we take the pro rata share of the \$4.1
2 million compared to all the capital invested into
3 Eldorado Hills, LLC, of which Rogich was part of, Go
4 Global would have been a much greater percentage-wise
5 owner than Rogich. Go Global would have been majority
6 or the largest investor.

7 When Nanyah agreed to come in, he was going to
8 become a member of our group, Eldorado Hills or Canamex.
9 It was going to be one or the other. Canamex didn't
10 happen. So when he came in, he in essence took what
11 would have been Go Global's interests at a total of \$4.1
12 million down to the \$2.7 million, and he was supposed to
13 own a percentage of Eldorado Hills, LLC.

14 That never was formalized. So he didn't get
15 it on paper. We didn't give him a K-1, but he's
16 supposed to have an interest in Eldorado Hills, LLC, and
17 he knew that he was taking out a percentage of my
18 membership in the company.

19 Q. And he knew that the million four twenty would
20 be taken out of the million five he wired?

21 A. He knew that it would be a million five. I
22 didn't end up taking all million five. Go Global didn't
23 take all million five. It only took a million four
24 twenty.

25 Q. Why was that?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 164

1 A. Because Eldorado Hills needed money for
2 something at the time, and I left it in because I knew
3 the company needed capital, and Sig's investor didn't
4 come in like he was supposed to.

5 Q. Getting back to Mr. Harlap -- you're giving me
6 a lot of -- strike that.

7 You're telling me that he knew that a million
8 four twenty was given to Go Global which came out of his
9 million five?

10 A. He knew that it was going to be a million
11 five. I didn't tell him Go Global left 80,000.

12 Q. He knew that the million five would be for
13 what purpose?

14 A. Mr. Lionel, we have -- I wish I had a
15 chalkboard. Go Global had \$4,100,000 invested in the
16 company at one time. When he agreed to invest, he was
17 going to reduce Go Global's interest in Eldorado Hills,
18 LLC, by a million five. That was the purpose. So he
19 was going to replace Go Global to a certain extent. Go
20 Global still had money invested in Eldorado Hills, LLC.
21 So he wasn't fully replacing Go Global with his purchase
22 of a million five. He was taking a portion of Go
23 Global's interests.

24 Q. And he knew that?

25 A. Yes.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 165

1 Q. It wasn't that he was putting equity into
2 Eldorado, but he was taking part of Go Global's
3 interests.

4 MR. McDONALD: Object to the form.

5 BY MR. LIONEL:

6 Q. Is that right?

7 A. Rephrase that question. I don't understand
8 your question.

9 Q. You don't understand the question?

10 And the money was going to go back to Go
11 Global to lower the interest -- reduce the interest of
12 Go Global?

13 A. Correct.

14 Q. And he knew that?

15 A. Yes.

16 Q. And that's why he was sending a million five?

17 A. Yes. He was buying into the Eldorado Hills
18 project, just like Pete Eliades bought in, same way.
19 When Pete came in or TELD came in, he took a percentage
20 of Eldorado Hills, LLC, I think 60 percent. Who gave up
21 their interest for that? Other investors. He bought
22 our interest. Nanyah Vegas and Yoav Harlap was aware of
23 that as well. He said he realized that he was going to
24 have lesser interest, just like Go Global. Go Global
25 just was referred down to a noninterest-bearing debt at

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 166

1 the time in October of 2008, but Eliades bought a big
2 chunk of interest, same type of transaction.

3 Q. Why was there no agreement with Harlap?

4 A. I'm going to try to keep it simple because
5 I've already explained it. Harlap and I have a good
6 relationship. If he sends \$1.5 million, it's supposed
7 to go into an investment. He invests all over the
8 world.

9 There should have been an agreement -- but
10 things changed rather dramatically in '07 and '08 -- or
11 some document. I never gave it to him, not on purpose,
12 but when Sig came in with Pete Eliades and says, "Hey,
13 we're going to buy everybody out, we have a agreement,"
14 I put Harlap in. Sig was supposed to pay money back.

15 Harlap is also in the agreement when Eliades
16 came in. Things were happening fast. A lot was going
17 on. Nanyah Vegas is in the agreement. I didn't give
18 him a certificate or a membership in Eldorado Hills,
19 LLC. I forgot to do it, and I explained that earlier.

20 It wasn't something that we ran like these
21 companies, like if it's a publicly traded company. It
22 was closely held. When I advanced the money into
23 Eldorado Hills, LLC, the \$4.1 million that I had at one
24 point and was adding money throughout the time period
25 leading up to that amount, I didn't charge Eldorado

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 167

JA_004552

1 Hills, LLC, interest like most banks would or you would
 2 or your Lionel foundation would. I didn't charge Sig
 3 interest for that \$4.1 million. I just put the money in
 4 because the company needed the money.
 5 Q. And you didn't charge it interest?
 6 A. I didn't charge it interest.
 7 Q. At all?
 8 A. At all.
 9 Q. For any of the advances?
 10 A. For any. Oh, no, at the end, I did, but I
 11 never got paid on that anyway. I think I ended up
 12 sticking in \$120,000 to make one last payment because
 13 Sig again didn't have the money. I said, "I want to get
 14 paid interest on this," because I needed to go borrow
 15 that money myself.
 16 Q. How much interest?
 17 A. Oh, I don't remember.
 18 Q. 22 percent?
 19 A. Maybe. Yeah, okay, so you know about it.
 20 Yeah, but I had to borrow it.
 21 Q. Of course I know about it.
 22 A. Yeah, okay, so I had to borrow it. So I
 23 charged interest, but the rest of the money, the \$4
 24 million, I didn't charge any interest to the company. I
 25 could have.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 168

1 I got negative 22 percent is what I got, plus.
 2 Invest with Sig Rogich and you get negative.
 3 Q. Paragraph 48, "Unknown to Nanyah, Rogich and
 4 Eldorado decided afterwards" -- that would be after
 5 October 2008 -- "they were not going to repay Nanyah or
 6 buy out their equity interest."
 7 How do you know what they decided, just
 8 because they didn't?
 9 A. Mr. Lionel, do we not know -- I'm making a
 10 statement. Do we not know now that Rogich claims that
 11 he gave away his interest in Eldorado Hills, LLC, or is
 12 that a fact that is going to be in dispute by your side?
 13 Q. I'm going to ask the questions.
 14 A. Okay. So from what I've been told,
 15 Mr. Lionel, Mr. Rogich has given away his interest in
 16 Eldorado Hills, LLC. So this statement, 48, that you
 17 like to read here, "Unknown to Nanyah, Rogich and
 18 Eldorado decided afterwards that they were not going to
 19 repay Nanyah or buy out their equity interest," we know
 20 that -- well, I believe -- I haven't seen the document,
 21 according to what Mr. Rogich has said, he's given away
 22 his interest in Eldorado Hills, LLC. So he didn't pay
 23 Nanyah. He plans on not paying him from what he told
 24 me. He says, "I gave away my interest so I don't have
 25 to pay anything." That's what Sig told me in October of

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 169

1 2012.
 2 Q. When did he tell you that?
 3 A. October of 2012.
 4 Q. Was that in the phone call you're talking
 5 about?
 6 A. In a phone call, yeah. Maybe it was
 7 September, but I think it was October.
 8 Q. That's the one phone call you've talked about?
 9 A. Yes, and then we followed up with
 10 correspondence to Mr. Rogich.
 11 Q. What did you say when he said that?
 12 A. You already asked me that question. I said,
 13 "Sig, that doesn't sound right. How can you give away?
 14 What did you get for it?" He said, "Nothing."
 15 And, again, he told me about seven or eight
 16 months after he purportedly gave away his interest. He
 17 never told me when he did it, at the time that he did
 18 it.
 19 Q. Paragraph 51 talks about, "As a direct result
 20 of the actions of defendants, plaintiffs have been
 21 damaged in an amount in excess of \$10,000."
 22 Is that basically what you said before?
 23 A. Yes. Nanyah Vegas hasn't paid any legal fees
 24 in this yet, but they will. So I'm sure it's going to
 25 be a lot more than \$10,000.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 170

1 And, again, same thing for them, yes, he could
 2 have had the million and a half and at least earned
 3 interest on it.
 4 MR. LIONEL: I think that's all that I have.
 5 THE WITNESS: That's great.
 6 MR. McDONALD: Let's go off the record.
 7 (Whereupon, there was a discussion off the
 8 record.)
 9 MR. McDONALD: I don't have any questions.
 10 THE REPORTER: Mr. McDonald, do you want a
 11 copy of the transcript?
 12 MR. McDONALD: Yes, just an eTran.
 13 THE REPORTER: And the exhibits?
 14 MR. McDONALD: Do you think we'll want the
 15 exhibits, Carlos?
 16 THE WITNESS: We have them here. So no.
 17 MR. McDONALD: And send it to my office, and
 18 I'll notify him.
 19 (Whereupon, the deposition ws concluded at
 20 3:30 p.m.)
 21
 22
 23
 24
 25

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 171

JA_004553

CERTIFICATE OF WITNESS				
PAGE	LINE	CHANGE	REASON	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

* * * * *

I, CARLOS A. HUERTA, witness herein, do hereby certify and declare under penalty of perjury the 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.

CARLOS A. HUERTA

This _____ day of _____, 2014

1 CERTIFICATE OF REPORTER

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

5 I, Marilyn L. Speciale, a duly certified court
6 reporter licensed in and for the State of Nevada, do
7 hereby certify:

8
9 That I reported the taking of the deposition
10 of the witness, CARLOS A. HUERTA, at the time and place
11 aforesaid;

12
13 That prior to being examined, the witness was
14 by me duly sworn to testify to the truth, the whole
15 truth, and nothing but the truth;

16
17 That I thereafter transcribed my shorthand
18 notes into typewriting and that the typewritten
19 transcript of said deposition is a complete, true and
20 accurate record of testimony provided by the witness at
21 said time to the best of my ability.

22
23 I further certify (1) that I am not a
24 relative, employee or independent contractor of counsel
25 of any of the parties; nor a relative, employee or
independent contractor of the parties involved in said
action; nor a person financially interested in the
action; nor do I have any other relationship with any of
the parties or with counsel of any of the parties
involved in the action that may reasonably cause my
impartiality to be questioned; and (2) that transcript
review pursuant to NRCPC 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my
hand in the County of Clark, State of Nevada, this 10th
day of May, 2014.

MARILYN L. SPECIALE, CRR, RPR, CCR#749

JA_004554

EXHIBIT V

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: CanaMex Nevada 2007 K-1
Attachments: Nanyah Vegas CanaMex 2007 K-1.pdf

From: srellamas@gmail.com [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas
Sent: Saturday, April 12, 2008 1:13 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada 2007 K-1

Hello Mr. Harlap. Attached is your 2007 IRS Form K-1 for your investment in CanaMex Nevada LLC. Please let me know if you have any questions.

--

Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
Las Vegas, NV 89120
P: (702) 617-9861 x101
F: (702) 617-9862

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

For calendar year 2007, or tax

year beginning DECEMBER 3, 2007
ending DECEMBER 31, 2007**2007****Partner's Share of Income, Deductions, Credits, etc.**

► See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
26-1508635**B** Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
C/O GO GLOBAL INC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120**C** IRS Center where partnership filed return
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number**APPLIED FOR****F** Partner's name, address, city, state, and ZIP code
NANYAH VEGAS, LLC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120**G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? PARTNERSHIP**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	99.0000000%	99.0000000%
Loss	99.0000000%	99.0000000%
Capital	99.0000000%	99.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	1,500,000.
Current year increase (decrease)	\$	<2,515.
Withdrawals & distributions	\$	
Ending capital account	\$	1,497,485.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)
☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
<2,515.>	
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

*See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

CANAMEX NEVADA, LLC C/O GO GLOBAL INC

26-1508635

SCHEDULE K-1 CURRENT YEAR INCREASES (DECREASES)

DESCRIPTION	AMOUNT	TOTALS
ORDINARY INCOME (LOSS)	<2,515.>	
SCHEDULE K-1 INCOME SUBTOTAL		<2,515.>
TOTAL TO SCHEDULE K-1, ITEM L		<2,515.>

19340410 796474 CANA8635

10 PARTNER NUMBER 2
2007.05040 CANAMEX NEVADA, LLC C/O GO CANA8631

NAN_000271
JA_004558

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	K Empowerment zone and renewal community employment credit	Form 8844, line 3
Passive loss	L Credit for increasing research activities	See the Partner's Instructions
Passive income	M New markets credit	
Nonpassive loss	N Credit for employer social security and Medicare taxes	Form 1040, line 64
Nonpassive income	O Backup withholding	
	P Other credits	See the Partner's Instructions
2. Net rental real estate income (loss)	16. Foreign transactions	
3. Other net rental income (loss)	A Name of country or U.S. possession	Form 1116, Part I
Net income	B Gross income from all sources	
Net loss	C Gross income sourced at partner level	
4. Guaranteed payments	Foreign gross income sourced at partnership level	Form 1116, Part I
5. Interest income	D Passive category	
6a. Ordinary dividends	E General category	
6b. Qualified dividends	F Other	Form 1116, Part I
7. Royalties	Deductions allocated and apportioned to partner level	
8. Net short-term capital gain (loss)	G Interest expense	Form 1116, Part I
9a. Net long-term capital gain (loss)	H Other	Form 1116, Part I
9b. Collectibles (28%) gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	Form 1116, Part I
9c. Unrecaptured section 1250 gain	I Passive category	
10. Net section 1231 gain (loss)	J General category	
11. Other income (loss)	K Other	Form 1116, Part II
Code	Other information	
A Other portfolio income (loss)	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	O Foreign trading gross receipts	Form 8873
E Cancellation of debt	P Extraterritorial income exclusion	Form 8873
F Other income (loss)	Q Other foreign transactions	See the Partner's Instructions
12. Section 179 deduction	17. Alternative minimum tax (AMT) items	
13. Other deductions	A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	B Adjusted gain or loss	
B Cash contributions (30%)	C Depletion (other than oil & gas)	Form 1040, line 8b
C Noncash contributions (50%)	D Oil, gas, & geothermal - gross income	
D Noncash contributions (30%)	E Oil, gas, & geothermal - deductions	See the Partner's Instructions
E Capital gain property to a 50% organization (30%)	F Other AMT items	
F Capital gain property (20%)	18. Tax-exempt income and nondeductible expenses	
G Investment interest expense	A Tax-exempt interest income	Form 1040, line 8b
H Deductions - royalty income	B Other tax-exempt income	See the Partner's Instructions
I Section 59(e)(2) expenditures	C Nondeductible expenses	See the Partner's Instructions
J Deductions - portfolio (2% floor)	19. Distributions	
K Deductions - portfolio (other)	A Cash and marketable securities	See the Partner's Instructions
L Amounts paid for medical insurance	B Other property	See the Partner's Instructions
M Educational assistance benefits	20. Other information	
N Dependent care benefits	A Investment income	Form 4952, line 4a
O Preproductive period expenses	B Investment expenses	Form 4952, line 5
P Commercial revitalization deduction from rental real estate activities	C Fuel tax credit information	Form 4136
Q Pensions and IRAs	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
R Reforestation expense deduction	E Basis of energy property	See the Partner's Instructions
S Domestic production activities information	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
T Qualified production activities income	G Recapture of low-income housing credit (other)	Form 8611, line 8
U Employer's Form W-2 wages	H Recapture of investment credit	Form 4255
V Other deductions	I Recapture of other credits	See the Partner's Instructions
14. Self-employment earnings (loss)	J Look-back interest - completed long-term contracts	Form 8597
Note: If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.	K Look-back interest - income forecast method	Form 8866
A Net earnings (loss) from self-employment	L Dispositions of property with section 179 deductions	See the Partner's Instructions
B Gross farming or fishing income	M Recapture of section 179 deduction	
C Gross non-farm income	N Interest expense for corporate partners	See the Partner's Instructions
15. Credits	O Section 453(j)(3) information	
A Low-income housing credit (section 42(j)(5))	P Section 453A(c) information	See the Partner's Instructions
B Low-income housing credit (other)	Q Section 1260(b) information	
C Qualified rehabilitation expenditures (rental real estate)	R Interest allocable to production expenditures	See the Partner's Instructions
D Other rental real estate credits	S CCF nonqualified withdrawals	
E Other rental credits	T Information needed to figure depletion - oil and gas	See the Partner's Instructions
F Undistributed capital gains credit	U Amortization of reforestation costs	
G Credit for alcohol used as fuel	V Unrelated business taxable income	See the Partner's Instructions
H Work opportunity credit	W Other information	
I Welfare-to-work credit		
J Disabled access credit		

EXHIBIT W

CANAMEX NEVADA, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120
(702) 617-9861

April 3, 2011

NANYAH VEGAS, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

RE: CANAMEX NEVADA, LLC
26-1508635
Schedule K-1

Dear Partner:

Enclosed is your 2010 Schedule K-1 (Form 1065), Partner's Share of Income, Credits, Deductions, Etc., which has been filed with the partnership tax return of CANAMEX NEVADA, LLC.

The amounts reported to you on lines 1 through 20 of the Schedule K-1 represent your share of income, credits, deductions, and other information and must be reported on the appropriate lines of your income tax return. Amounts were allocated to you based on the partnership agreement. The IRS uses codes on some lines of the Schedule K-1 to identify the item and provide reporting information. These codes are identified on page 2 of the Schedule K-1.

Should you have any questions regarding the information reported to you on this Schedule K-1, please call.

Sincerely,

For
CANAMEX NEVADA, LLC

NAN_000389
JA_004561

Schedule K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax

year beginning _____, 2010
ending _____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership													
A Partnership's employer identification number 26-1508635													
B Partnership's name, address, city, state, and ZIP code CANAMEX NEVADA, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120													
C IRS Center where partnership filed return OGDEN, UT													
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)													
Part II Information About the Partner													
E Partner's identifying number APPLIED FOR													
F Partner's name, address, city, state, and ZIP code NANYAH VEGAS, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120													
G <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member													
H <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner													
I What type of entity is this partner? <u>PARTNERSHIP</u>													
J Partner's share of profit, loss, and capital (see instructions): <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th> <th style="text-align: center; border-bottom: 1px solid black;">Beginning</th> <th style="text-align: center; border-bottom: 1px solid black;">Ending</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Profit</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Loss</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Capital</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> <td style="text-align: center; border-bottom: 1px solid black;">99.00000 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	99.00000 %	99.00000 %	Loss	99.00000 %	99.00000 %	Capital	99.00000 %	99.00000 %	
	Beginning	Ending											
Profit	99.00000 %	99.00000 %											
Loss	99.00000 %	99.00000 %											
Capital	99.00000 %	99.00000 %											
K Partner's share of liabilities at year end: Nonrecourse \$ _____ Qualified nonrecourse financing \$ _____ Recourse \$ _____													
L Partner's capital account analysis: Beginning capital account \$ 1,497,695. Capital contributed during the year . . . \$ _____ Current year increase (decrease) . . . \$ -10. Withdrawals and distributions \$ _____ Ending capital account \$ 1,497,685. <input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain) _____													
M Did the partner contribute property with a built-in gain or loss? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", attach statement (see instructions)													

<input type="checkbox"/> Final K-1 <input type="checkbox"/> Amended K-1		651110 OMB No. 1545-0099	
Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) -10.	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction		
13	Other deductions		
14	Self-employment earnings (loss)		
19	Distributions		
20	Other information		
*See attached statement for additional information.			
FOR IRS USE ONLY			

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

PTPA0312 01/25/11

NAN_000390
JA_004562

EXHIBIT X

Schedule K-1
(Form 1065)

For calendar year 2007, or tax

2007

☐ Final K-1☐ Amended K-1

OMB No. 1545-0049

Department of the Treasury
Internal Revenue Service

year beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

20-5708487

F Partner's name, address, city, state, and ZIP code

EDDYLINE INVESTMENTS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120G ☐ General partner or LLC☒ Limited partner or other LLC

member-manager

member

H ☒ Domestic partner☐ Foreign partnerI What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.000000%	0.170000%
Loss	0.000000%	0.170000%
Capital	0.000000%	0.170000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	35,700.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	50,000.
Current year increase (decrease)	\$	<334.
Withdrawals & distributions	\$	
Ending capital account	\$	49,666.

☐ Tax basis
☐ Other (explain)☐ GAAP☐ Section 704(b) book**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	<1.>	15 Credits
2 Net rental real estate income (loss)	<382.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	49.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		
8 Net short-term capital gain (loss)		18 Tax-exempt income and nondeductible expenses
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		20 Other information
11 Other income (loss)		A 49.
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A 0.	

* See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

Schedule K-1
(Form 1065)

For calendar year 2007, or tax

2007☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

year beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

**ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120**

C IRS Center where partnership filed return

OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

**THE RAY FAMILY TRUST
82 PANORAMA CREST AVE.
LAS VEGAS, NV 89135**G ☐ General partner or LLC

member-manager

☒ Limited partner or other LLC

member

H ☒ Domestic partner☐ Foreign partnerI What type of entity is this partner? **TRUST**

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.000000%	0.950000%
Loss	0.000000%	0.950000%
Capital	0.000000%	0.950000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	199,500.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	283,562.
Current year increase (decrease)	\$	<1,272.
Withdrawals & distributions	\$	
Ending capital account	\$	282,290.

☐ Tax basis☐ GAAP☐ Section 704(b) book☐ Other (explain)**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	<6.>	15 Credits
2 Net rental real estate income (loss)	<1,454.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	189.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	C*	1.
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)	A	189.
11 Other income (loss)		
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A	0.

* See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

EXHIBIT Y

Schedule K-1
(Form 1065)

2007

Department of the Treasury
Internal Revenue ServiceFor calendar year 2007, or tax
year beginning _____
ending _____**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

20-5509798

F Partner's name, address, city, state, and ZIP code

ANTONIO NEVADA, LLC
3441 S. EASTERN AVE.
LAS VEGAS, NV 89169G ☐ General partner or LLC
member-manager☒ Limited partner or other LLC
memberH ☒ Domestic partner☐ Foreign partnerI What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	9.9400000%	0.0000000%
Loss	9.9400000%	0.0000000%
Capital	9.9400000%	0.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	0.
Qualified nonrecourse financing	\$	0.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,995,863.
Capital contributed during the year	\$	19,238.
Current year increase (decrease)	\$	<15,101.
Withdrawals & distributions	\$	3,000,000.
Ending capital account	\$	0.

☐ Tax basis☐ GAAP☐ Section 704(b) book☐ Other (explain)☒ Final K-1☐ Amended K-1

OMB No. 1545-0047

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	<70.>	15 Credits
2 Net rental real estate income (loss)	<17,260.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	2,242.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		C* 13.
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		A 3,000,000.
10 Net section 1231 gain (loss)		20 Other Information
11 Other income (loss)		A 2,242.
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A 0.	

* See attached statement for additional information.

For Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

7-2007
9-31-07

EXHIBIT Z

Expanded Capital Account Summary

Name **ELDORADO HILLS, LLC**

I.D. Number **59-3817718**

Partner Number	GO GLOBAL, INC. 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	Partner's Identification Number 88-0432565
<u>1</u>		

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
<u>668,619.</u>	<u>3,240,000.</u>	<u><97,470.></u>	<u>1,079,619.</u>	<u>2,731,530.</u>

Partner Number	THE ROGICH FAMILY 2004 FAMILY IRREVOC 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	Partner's Identification Number 20-6200429
<u>2</u>		

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
<u>831,259.</u>	<u>1,403,625.</u>	<u><97,472.></u>	<u>209,619.</u>	<u>1,927,793.</u>

Partner Number	ANTONIO NEVADA, LLC 3441 S. EASTERN AVE. LAS VEGAS, NV 89169	Partner's Identification Number 20-5509798
<u>3</u>		

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
<u>2,995,863.</u>	<u>19,238.</u>	<u><15,101.></u>	<u>3,000,000.</u>	<u>0.</u>

Partner Number	EDDYLINE INVESTMENTS, LLC 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	Partner's Identification Number 20-5708487
<u>4</u>		

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
<u></u>	<u>50,000.</u>	<u><334.></u>	<u></u>	<u>49,666.</u>

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
<u>4,495,741.</u>	<u>4,996,425.</u>	<u><211,649.></u>	<u>4,289,238.</u>	<u>4,991,279.</u>

711011
01 27 07

16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0164

JA_004569

Expanded Capital Account Summary

Name **ELDORADO HILLS, LLC**

I.D. Number **59-3817718**

Partner Number	THE RAY FAMILY TRUST 82 PANORAMA CREST AVE. LAS VEGAS, NV 89135	Partner's Identification Number	547-99-2508
Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Ending Capital
	283,562.	<1,272.>	282,290.

Partner Number		Partner's Identification Number	
Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Ending Capital

Partner Number		Partner's Identification Number	
Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Ending Capital

Partner Number		Partner's Identification Number	
Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Ending Capital

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
4,495,741.	4,996,425.	<211,649.>	4,289,238.	4,991,279.

711911
04-27-07

16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0165

JA_004570

EXHIBIT AA

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:45 PM
To: Mark Simons
Subject: FW: Nanyah Appeal - Reversed by the Supreme Court
Attachments: 160212 Order of Reversal and Remand - FILED.pdf; ATT00001.htm

From: Carlos Huerta [<mailto:carlos@goglobalproperties.com>]
Sent: Saturday, February 13, 2016 12:44 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Cc: Yoav Harlap <harlap@netvision.net.il>
Subject: Nanyah Appeal - Reversed by the Supreme Court

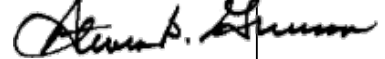
Yoav,

Shabbat Shalom. Hope that you are doing okay with all of your ventures. I have some good news for you; you don't know how happy this makes me (you can't imagine how I've struggled with this), but our Nevada Supreme Court overturned the judgment entered, here in district court, against Nanyah Vegas and it proves that you (nor I) deserves what this judge Allf doled out. Attached is the order. It, basically, says that Nanyah's claims could not have been dismissed, when Eldorado Hills, LLC did not prove that the statute began to run, once the money was tendered, or when a membership interest should have been provided and maintained, on your behalf and how I was guaranteed that it would be by this "respected" Sig Rogich. This judge Allf should be exposed for the complete disgrace that she really is. So, we are still fighting and I am so very sorry how long this has taken and how your money has not produced anything, even though your money, Jacob's money, and my money all went into this very valuable property. It haunts me each day and I am still fighting for my \$2.74 million also, but my chances are not as good as yours now that this has occurred, but I am happier for you than anything else right now.

Carlos Huerta
3060 E. Post Road, Suite 110
Las Vegas, NV 89120
T: 702.516.5475
F: 702.726.2794

Begin forwarded message:

EXHIBIT AB



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7
8 CARLOS HUERTA,
9 Plaintiff,

CASE#: A-13-686303-C
DEPT. XXVII

10 vs.

11 ELDORADO HILLS LLC,
12 Defendant.

13 BEFORE THE HONORABLE NANCY L. ALLF, DISTRICT COURT JUDGE
14 WEDNESDAY, APRIL 18, 2018

15 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**
16 **ALL PENDING MOTIONS (RULING ONLY)**

17 APPEARANCES:

18 For the Plaintiff:

MARK G. SIMONS, ESQ.

21 For the Defendant:

22 JOSEPH A. LIEBMAN, ESQ.
23 SAMUEL S. LIONEL, ESQ.

24
25 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, April 18, 2018

2
3 [Case called at 9:53 a.m. - argument not transcribed]

4 [Ruling began at 11:03 a.m.]

5 THE COURT: Thank you. This is the Defendant's motion
6 for sum -- summary judgment with a substantive joinder by the Third
7 Party Defendants. Plaintiff has done a countermotion for summary
8 judgment, an opposition, and a request for relief under 56(f).

9 Matter is submitted and the ruling is as follows. Given the
10 fact that the Supreme Court has already sent this back once on the
11 statute of limitations issue and has told me that there are issues of
12 fact that needs -- need to be determined. And given the fact that a
13 jury has been demanded, I'm going to deny almost all of the
14 Defendant's motion for summary judgment, except for two issues.

15 First, I find that the motion can be granted only with regard
16 to the fran -- fraudulent conveyance action and with regard to the
17 constructive trust. Because constructive trust relies on fraudulent
18 conveyance and if there is no cause of action that can lie, due to the
19 statute of limitations for fraudulent conveyance, the constructive
20 trust argument also fails.

21 The other issues are with regard to accrual of causes of
22 action. There are facts in dispute with regard to that. I'm going to
23 have to see the demeanor, the personal knowledge, the -- the
24 credibility of the witnesses on -- on all sides to determine that -- if
25 it's me, of a jury's entitled, the parties are entitled to a jury.

1 So the motion is granted only in those two small regards.
2 The Plaintiff's motion for summary judgment is denied, and the
3 Plaintiff's countermotion for relief under 56(f) is also denied. This
4 case goes back to 2013, and I know that there was an appeal that
5 would toll the five-year rule. But at this point, so long as you can
6 get your discovery done, I will get your trial done on that June trial
7 stack.

8 Were there -- Mr. Lionel to prepare the order because you
9 are successful on two causes of action. Were there any questions?

10 MR. SIMONS: What was your ruling on Nanyah's
11 countermotion?

12 THE COURT: On?

13 MR. SIMONS: Nanyah's countermotion for summary
14 judgment? Have you rendered that?

15 THE COURT: It is denied.

16 MR. SIMONS: Denied?

17 THE COURT: In all respects.

18 MR. SIMONS: Okay.

19 THE COURT: And the 56(f) is denied as well.

20 MR. SIMONS: Okay. With regard to the 56(f), since we're
21 doing discovery, and we'll have it completed, I'm assuming that's
22 without prejudice because there may be more facts to establish the
23 perfection.

24 THE COURT: If you have a May 15th discovery cutoff,
25 which is what you told me today, you have the right to -- to either

1 seek relief of that date, separately, I'm denying it today because you
2 told me you have a chance to get your discovery finished.

3 MR. SIMONS: Oh, I see what you're saying.

4 THE COURT: Or you could stipulate to extend that, but
5 I'm not going to extend your trial out any further. Both sides are
6 entitled to finality in this case.

7 MR. SIMONS: I -- I understand. I'm just saying it's
8 not -- your ruling is not with prejudice --

9 THE COURT: No.

10 MR. SIMONS: Because -- okay. The second component
11 is, may I request you advise us of what your trial calendar may be
12 like in October? There may be a need for us to continue the trial.

13 THE COURT: What I would suggest is that if you can
14 agree -- I saw in your early case conference you thought the -- we
15 had dispute on how long you thought the trial would take, and given
16 the consolidation, I understand that. I'm going to suggest that you
17 guys see if you can agree how long it will take, confirm with me
18 whether it's a jury trial or not, and give your availability say through,
19 I don't know, through the end of the year.

20 MR. SIMONS: Okay.

21 THE COURT: And then I'll make sure to get you set for
22 trial.

23 MR. SIMONS: I appreciate that.

24 THE COURT: And I can give you a firm setting rather than
25 keeping you on the June stack.

1 MR. SIMONS: That would be excellent because I have to
2 bring in clients from out of --

3 THE COURT: I assume everyone in this case is going to
4 have a very busy schedule.

5 MR. SIMONS: Yeah, true.

6 THE COURT: I want to accommodate the parties, the
7 witnesses and the counsel.

8 MR. SIMONS: True. Thank you very much.

9 THE COURT: Mr. Liebman, one more question?

10 MR. LIEBERMAN: Yeah, I'm a little confused about Mr.
11 Simons comment about the ruling being without prejudice. I mean,
12 obviously it's a summary judgment motion.

13 THE COURT: Well, I denied the 56(f).

14 MR. LIEBERMAN: Yes.

15 THE COURT: But, what I said is, you can stipulate to
16 extend discovery, but I won't change a trial.

17 MR. LIEBERMAN: I just want to specify --

18 THE COURT: Or you can --

19 MR. LIEBERMAN: -- with respect to granting the motion
20 on fraudulent transfer claim and the constructive trust claim, those
21 are with prejudice?

22 THE COURT: That's correct.

23 MR. LIEBERMAN: Okay.

24 MR. SIMONS: That -- that was the point. It should be
25 without prejudice given the fact that we're going to be conducting

1 discovery and I should have the opportunity to say look, here's the
2 evidence that they did not perfect. That's all I'm trying to reserve.

3 THE COURT: And so, I -- your objection is so noted for the
4 record. My ruling is that it's with prejudice.

5 Was there any last issue?

6 MR. LIONEL: No, Your Honor.

7 THE COURT: No. Thank you all, for your appearance.

8 MR. LIEBERMAN: Thank you, Your Honor.

9 THE COURT: And may I respectfully say, if you guys ever
10 have really long motions again, if you contact us, we'll
11 accommodate you to get them set, so that it's not on a -- on a
12 stacked calendar, and you can have all the time you need.

13 MR. LIEBERMAN: Will do, Your Honor. Thank you.

14 THE COURT: Thank you, both.

15 [Hearing concluded at 11:08 a.m.]

16 * * * * *

17
18
19
20
21 ATTEST: I do hereby certify that I have truly and correctly transcribed the
22 audio/video proceedings in the above-entitled case to the best of my ability.

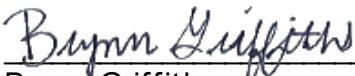
23 
24 Brynn Griffiths
25 Court Recorder/Transcriber

EXHIBIT AC

1 **DECL**

2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 Thomas H. Fell, Esq. (Bar No. 3717)
4 Brenoch Wirthlin, Esq. (Bar No. 10282)

5 **FENNEMORE CRAIG, P.C.**

6 300 S. Fourth Street, Suite 1400
7 Las Vegas, Nevada 89101
8 Tel.: (702) 692-8000; Fax: (702) 692-8099
9 Email: slionel@fclaw.com
10 bwirthlin@fclaw.com

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

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

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

23 Plaintiffs,

24 v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DECLARATION OF SIGMUND
ROGICH

Date of hearing: March 6, 2019

Time of hearing: 10:00 a.m.

CONSOLIDATED WITH:
CASE NO.: A-16-746239-C

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

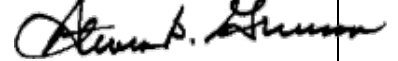
6
7
8
9
0
1
2
3
4
5
6
7
8

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

4
5
6
7
8

6
7
8

8



RPL

Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas H. Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**REPLY IN SUPPORT OF MOTION
FOR RELIEF FROM THE OCTOBER
5, 2018 ORDER PURSUANT TO
NRCP 60(b)**

Date of hearing: February 21, 2019

Time of hearing: 10:00 a.m.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **REPLY IN SUPPORT OF MOTION FOR RELIEF FROM THE OCTOBER 5, 2018**
2 **ORDER PURSUANT TO NRCP 60(b)**

3 Defendants Sigmund Rogich, individually (“Mr. Rogich”), and as Trustee of the Rogich
4 Family Irrevocable Trust (the “Trust” and collectively with Mr. Rogich referred to as the “Rogich
5 Defendants”), and Imitations, LLC (“Imitations” and collectively with the Rogich Defendants
6 referred to as the “Moving Defendants”), by and through their counsel of record, Fennemore
7 Craig, P.C., hereby submit their Reply in Support of Motion for Relief from the October 5, 2018
8 Order Pursuant to NRCP 60(b) (the “Motion”) as follows:

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

11 In its Opposition to the Moving Defendants’ Motion, Plaintiff Plaintiff Vegas, LLC (the
12 “Plaintiff” or “Nanyah”) takes a position that entirely ignores NRCP 60(b). Plaintiff’s
13 Opposition boils down to the circular – and logically flawed – argument that this Court cannot
14 grant relief from the October 2018 Order because it is bound by the October 2018 Order!
15 Plaintiff’s attempt to put the cart before the horse in asking this Court to find it cannot grant
16 relief from the October 2018 Order because of the October 2018 Order is logically inaccurate,
17 and legally incorrect, as set forth below.

18 Not only is Plaintiff’s position wholly unsupported, Plaintiff only cites to favorable
19 findings and conclusions within the October 2018 Order (that are vehemently disputed by the
20 Moving Defendants), but conveniently fails to cite to the following findings and conclusions
21 that prove there exist genuine disputed issues of material fact regarding – at a minimum –
22 whether Plaintiff even qualifies as a third-party beneficiary of any agreements at issue, and
23 whether Plaintiff ever invested in Eldorado (as opposed to CanaMex Nevada, LLC).¹ For
24 example, in its current form, even without the changes requested by the Moving Defendants, the
25 October 2018 Order makes clear that these issues are only allegations, disputed by the Moving

26 ///

27 ///

28

¹ Referred to herein as CanaMex.

1 Defendants:

- 2
- 3 • “...there is no basis for Nanyah--**as an alleged third-party beneficiary--**
to sue the Eliades Defendants.” *See* Exhibit E to Motion, at pg. 8, ll. 14-15.
 - 4 • “...the Eliades Defendants supposedly pursued their own individual
5 advantage by seeking to interfere with the return of Nanyah’s **alleged**
6 **investment in Eldorado.**” *Id.*, at pg. 9, ll. 2-3.

7 Thus, Plaintiff’s position that somehow these highly disputed issues are somehow
8 forgone conclusions in its favor is unreasonable, *since even the 2018 Order itself – which*
9 *Plaintiff’s counsel drafted – makes clear that these issues are only disputed allegations, not*
10 *proven facts.*

11 Moreover, the Plaintiff rests its Opposition largely on the inaccurate assertion that the
12 parol evidence rule would bar introduction of any testimony or other evidence supporting the
13 Moving Defendants’ position. *See* Opposition at pp. 4-10. As set forth herein, the parol
14 evidence rule could only have an effect on a dispute between the *parties* to the contracts at
15 issue. As a purported third-party beneficiary, it cannot be disputed that Plaintiff is not a party to
16 any of the contracts at issue, and therefore under binding Nevada Supreme Court precedent the
17 parol evidence is inapplicable to this case.

18 Further, apparently not realizing that its attempts to “explain” the ambiguities in the
19 contracts at issue only underscores the fact that they are ambiguous, Plaintiff offers its own self-
20 serving, one-sided, “interpretation” of the contractual terms at issue, going so far as to attempt
21 to conclusively state what the parties’ intent was with respect to some of the more ambiguous
22 terms. How Plaintiff can purport to speculate as to what parties to a contract – to which it was
23 not a signatory – strains credibility and is inadmissible.

24 In addition, it should be noted that Plaintiff employs another logical fallacy in asking this
25 Court to end the case before trial even begins, despite numerous disputed issues of fact.
26 Plaintiff suggests that this Court only has two options. Option one is to deny the Moving
27 Defendants’ motion for relief. Option two is to undo the October 2018 Order in its entirety,

1 even going so far as to argue that by granting the Eliades' Defendants'² motion for summary
2 judgment the Court must find that Plaintiff is also entitled to summary judgment. This is a false
3 dilemma. In reality, there is a third option: the Court is free to find only that the Eliades
4 Defendants did not make any promise to pay Plaintiff anything. When Plaintiff's counsel
5 drafted the order granting the Eliades Defendants' motion for summary judgment, Plaintiff's
6 counsel went too far and stated (at least in some parts of the October 2018 Order) that findings
7 had to be made *against* the Rogich Defendants in order to support summary judgment *in favor*
8 *of* the Eliades Defendants. Plaintiff now attempts to use its own poor drafting as a sword to
9 forego trial altogether and requests in its pending motion for summary judgment that this Court
10 make findings on disputed issues of fact – which this Court has already refused to do on other
11 occasions. Plaintiff uses this false dilemma to oppose the Moving Defendants' motion.
12 Plaintiff's position is logically incorrect and must be rejected.

13 Finally, as noted in the Motion, if left uncorrected, the October 2018 Order would
14 gravely and unjustly impact the Moving Defendants' due process rights. In filing their Motion,
15 the Moving Defendants have provided numerous examples of disputed issues of material fact
16 present with respect to the merits of this case. *See* Motion, at Section D, Disputed Material
17 Facts. Plaintiff's position is that this Court should completely ignore these highly disputed
18 issues and decide the merits of the trial without due process to the Moving Defendants.
19 Plaintiff's position is fatally defective and the Motion should be granted.

20 **II. BRIEF RECITATION OF RELEVANT FACTS**

21 Without restating all facts set forth in the Motion, the Moving Defendants wish to
22 highlight some key facts and disputed issues that are relevant to the instant Motion.

23 **A. The Rogich Defendants were NOT parties to the subject motions for summary**
24 **judgment:** In June and July of 2018, former co-Defendants, Peter Eliades, his trust, and Teld,
25 LLC, filed their motion for summary judgment ("Eliades Defendants' MSJ") and Plaintiff filed its
26 competing countermotion for summary judgment ("Plaintiff's Counter-MSJ" and collectively with
27 the Eliades Defendants' MSJ referred to as the "Underlying MSJs"). *See* Motion, at Exhibits A-

28 ² The term "Eliades Defendants" means the

1 C.³ These moving parties were seeking summary judgment against one another and not against
2 the Moving Defendants. *Id.* On July 26, 2018, the Court held a hearing on the Underlying MSJs.
3 *Id.*, at Exhibit D. Although the Moving Defendants were not parties to the Underlying MSJs, the
4 Court enter an Order with findings that significantly impact them. *Id.*, at Exhibit E. Prior to the
5 entering of the October 2018 Order, competing were circulated amongst the parties. *Id.*, at Exhibit
6 F.

7 **B. The Moving Defendants rejected the October 2018 Order:** The October 2018
8 Order includes disputed affirmative findings and conclusions (i.e., that The Rogich Trust has any
9 obligation or debt owed to Plaintiff (as a potential claimant) for its alleged investment into
10 Eldorado Hills). The Moving Defendants specifically disputed the following within the October
11 2018 Order: (1) Undisputed Material Facts, paragraphs 4, 5(a)(ii), 5(b)(i), 5(b)(iii), 5(b)(iv) and
12 5(d)(ii); and(2) Conclusion of Law, paragraphs 7, 9, 12, 15, 20 and 21. *Id.*, at Exhibit E.

13 **C. The October 2018 Order is not consistent with the record:** Throughout the
14 Eliades Defendants' MSJ, as well as the hearing on the MSJs, the record well supports that any
15 claim by Plaintiff is only a "**potential**" claim, and that any purported investment by Plaintiff into
16 Eldorado is not only disputed, but demonstrably inaccurate. *See* Motion at Exhibit A (pg. 6, ll. 6-
17 10; pg. 11, ll. 5-6; and pg. 12, ll. 7-9), Exhibit C (pg. 6, ll. 1-4, 6-8 and 16-18; pg. 7, ll. 21-23; pg.
18 12, ll. 11-12; and pg. 13, ll. 9-12) and Exhibit D (pg. 5, ll. 13-16). The various references to
19 documents and testimony in the record in this case demonstrate that a genuine issue of material
20 fact clearly remains regarding Nanyah's purported "claim" against any of the defendants, and
21 regarding its purported "investment" into Eldorado.

22 **D. The October 2018 Order as drafted by Plaintiff's counsel includes**
23 **contradictory language:** Importantly, the October 2018 Order itself includes the following
24 findings and conclusions that are inconsistent and contradictory with the affirmative findings and
25 conclusions:

- 26 • "...there is no basis for Nanyah--as an **alleged** third-party beneficiary--to
27 sue the Eliades Defendants." *Id.*, at Exhibit E, pg. 8, ll. 14-15.

28 ³ References to attachments within the Statement of Facts relate to the attachments to the Rogich
Defendants' Motion for Relief from the October 5, 2018 Order.

- 1 • “...the Eliades Defendants supposedly pursued their own individual
2 advantage by seeking to interfere with the return of Nanyah’s **alleged**
3 investment in Eldorado.” *Id.*, at pg. 9, ll. 2-3.

4 The Plaintiff ignores citing to these provisions within its Opposition, but these above
5 inconsistencies acknowledge there are still disputed material facts at issue with respect to any
6 purported liability by the Moving Defendants.

7 **E. Genuine issue of material facts exist:** To further support relief from the October
8 2018 Order, the Moving Defendants provide the Court with the below synopsis of disputed
9 material facts still at issue in this case:

10 **a. The Alleged Investment**

11 **i. *The set-up of Plaintiff Vegas, LLC and CanaMex Nevada, LLC***

- 12 • Plaintiff Vegas, LLC and CanaMex Nevada, LLC (“CanaMex”) were set-up as result of Mr. Harlap and Mr. Huerta discussions in June of 2007 and for Mr. Harlap’s potential investment of \$1.5 Million into CanaMex. Mr. Harlap requested Mr. Huerta to set-up the entity of Plaintiff Vegas, LLC. *Id.*, at Exhibit I.
- 13 • Mr. Harlap is the sole manager of Plaintiff. Go Global Inc. was sole the Manager/Managing Member of CanaMex. *Id.*, at Exhibit J.
- 14 • Mr. Huerta was the sole officer of Go Global, Inc. *Id.*, at Exhibit K (p. 10, ll: 17-21).

15 **ii. *Nanyah’s \$1.5 Million Wire***

- 16 • Regardless of any testimony to the contrary, Mr. Huerta e-mailed Mr. Harlap instructing him to **wire the \$1.5 Million into CanaMex Nevada, LLC’s bank account.** *Nowhere in the e-mailed instructions from Mr. Huerta to Mr. Harlap is there any indication of, or reference to, Eldorado Hills, LLC (“Eldorado Hills”).* *Id.*, at Exhibit L (p. 31, ll. 4-11) and Exhibit M.
- 17 • While Mr. Huerta and Mr. Harlap maintain that the \$1.5 Million was wired directly into Eldorado Hills’ bank account and the money **never** went into the CanaMex’s account, the bank records show that **Mr. Harlap actually wired the \$1.5 Million into CanaMex’s Nevada State Bank account** on December 6, 2007 in compliance with Mr. Hureta’s emailed instructions (not Eldorado Hills’ bank account). *Id.*, at Exhibit L (p. 29, l. 21 to p. 30, l. 14 and p. 60, ll. 5-14), Exhibit K (p. 20, l. 20 to p. 21, l. 11) and Exhibit N.

1 **iii. The Bank Transfers**

- 2 • After the alleged investment funds were wired by Mr. Harlap into
3 CanaMex's bank account, Mr. Huerta proceeded with a series of
4 bank transfers, where a majority of \$1.5 Million ended up in the
5 bank account of CanaMex's sole manager/managing member (Go
6 Global, Inc., which is a business solely operated by Mr. Huerta). *Id.*
7 at Exhibits N-P.

8 **iv. Investment confirmation into CanaMex**

- 9 • From December 2007 through March 2008, Mr. Harlap received
10 multiple written communications from Go Global (CanaMex's sole
11 manager/managing member) confirming Nanyah's \$1.5 Million
12 investment in CanaMex. *Id.*, at Exhibits Q-T.

13 **v. The K-1s from CanaMex**

- 14 • Mr. Huerta (as Nanyah's PMK) confirmed that equity and
15 ownership interests are preserved by a K-1 and confirmed a tax
16 return will show the ownership interest. He even further testified
17 (inaccurately) that Plaintiff was going to be a member of Eldorado
18 Hills or CanaMex, but that CanaMex didn't happen and Eldorado
19 Hills never formalized its investment with a K-1. *Id.*, at Exhibit L
20 (p. 22, ll. 3-15) and Exhibit U (p. 164, ll. 7-18).
- 21 • Contrary to this deposition testimony, but consistent with Nanyah's
22 confirmed \$1.5 Million investment in CanaMex, CanaMex sent
23 2007 and 2010 Schedule K-1 forms to Plaintiff. *Id.*, at Exhibits V
24 and W.

25 **b. The Potential Claimants**

26 The relevant contracts do not provide that Mr. Rogich's Trust will pay Plaintiff or the
27 other potential claimants – rather, they provide that Mr. Rogich's Trust will look into the
28 **potential** claimants listed in the Purchase Agreement. In reviewing the potential claimants, Mr.
Rogich knew they were without merit:

- 29 • **The Ray Trust and Eddyline:** Eldorado Hills (under Mr. Huerta's
30 direction as the Tax Matters partner) had already provided to these first 2 potential
31 claimants with 2007 K-1s. *Id.*, at Exhibit X.

- 32 • **Antonio Nevada:** Eldorado Hills had paid this potential claimant in
33 full. Although Antonio Nevada later sued Eldorado Hills as a result of being a
34 potential claimant under this Purchase Agreement, Eldorado Hills was successful
35 in defending against that lawsuit and obtaining a Judgment against Antonio

1 Nevada. *Id.*, at Exhibit Y.

2
3 • **Plaintiff Vegas:** There was no K-1 issued by Eldorado Hills to
4 Plaintiff for 2007 and none of the financial records mentioned Plaintiff. *Id.*, at
5 Exhibit Z. Mr. Huerta controlled the books and records of both companies at that
6 time.

7
8 **3. Statute of Limitations**

9 • Both Mr. Harlap and Nanyah's PMK (as Nanyah's PMK) being
10 aware of the Purchase Agreement being signed in October 2008 and that Nanyah's
11 potential claim to \$1.5 Million investment in Eldorado Hills started from day one
12 from Mr. Harlap's transferring or sending \$1.5 Million in 2007. *Id.*, at Exhibit L
13 (p. 26, ll. 4-18) and Exhibit K (p. 16, line 19 to p. 18, l. 23 and p. 74, l. 12 to p. 75,
14 l. 2).

15 • On February 13, 2016, **Mr. Huerta e-mailed Mr. Harlap**
16 **indicating the following:** "...our Nevada Supreme Court overturned the judgment
17 entered, here in district court, against Plaintiff Vegas and it proves that you (nor I)
18 deserves what this judge Allf doled out. Attached is the order. It, basically, says
19 that Nanyah's claims could not have been dismissed, **when Eldorado Hills, LLC**
20 **did not prove the statute began to run, once the money was tendered, or when**
21 **a membership interest should have been provided and maintained, on your**
22 **behalf** and how I was guaranteed that it would be by this "respected" Sig Rogich.
23 This judge Allf should be exposed for the complete disgrace that she really is." See
24 NAN303, at Exhibit AA.

25 Based upon the above, there are genuine material issues of fact and the Rogich Defendants
26 should be granted relief from the October 2018 Order.

27 **III. LEGAL ARGUMENT**

28 **A. Because the Moving Defendants were not parties to the Underlying MSJs, the**
October 2018 Order must be amended or replaced pursuant to NRCP 60(b).

The Moving Defendants were not parties to the Underlying MSJs between the Eliades
Defendants and Plaintiff. Throughout those MSJ proceedings, the evidence and arguments
presented significantly show Plaintiff's claim as being "**potential**" and that any purported
investment by Plaintiff into Eldorado is genuinely disputed.

1 While the Eliades Defendants were granted their MSJ, and Plaintiff's Counter-MSJ was
2 denied, the Court enter its Order which included findings and conclusions that are against the
3 Rogich Defendants. Prior to the entry of the October 2018 Order, the Rogich Defendants had no
4 reason to oppose the summary judgment sought by the Eliades Defendants, or by Plaintiff, since
5 those motions did not request findings against the Moving Defendants; thus, denying the instant
6 Motion would greatly prejudice the Moving Defendants rights, effectively denying them due
7 process. *See Callie v. Bowling*, 123 Nev. 181, 183, 160 P.3d 878, 879 (2007) (recognizing that
8 procedural due process requires meaningful notice and an opportunity to be heard). Accordingly,
9 the Moving Defendants should be granted their requested relief from the October 2018 Order.

10 **B. The parole evidence rule is inapplicable as a matter of law.**

11 Plaintiff attempts to improperly use the parole evidence rule as a sword and shield. Citing
12 to only the provisions within the October 2018 Order, Plaintiff provides a circular argument to
13 this Court on why the October 2018 Order should not be vacated - - because the Court entered the
14 October 2018 Order and, therefore, the parole evidence rule bars the Moving Defendants' Motion
15 in total. Clearly, even if the parole evidence rule could apply in this instance - which, as set forth
16 below, the Nevada Supreme Court has held it cannot - it could not possibly apply to prevent this
17 Court from granting relief from its own order,

18 Moreover, Plaintiff conveniently fails to mention that the October 2018 Order contains
19 provisions that "Plaintiff is an **alleged** third-party beneficiary" to the Purchase Agreement and
20 that its purported advance is only an "**alleged** investment in Eldorado." *Id.*, at Exhibit E (pg. 8, ll.
21 14-15 and pg. 9, ll. 2-3). Plaintiff further argues that the Moving Defendants are barred from
22 contesting that Plaintiff's "investment", if any, was in Eldorado, as opposed to the place where
23 Nanyah's money actually ended up, which is CanaMex. Even the October 2018 Order states that
24 Plaintiff's alleged investment is just that: **alleged**. The fact that Plaintiff mistakenly thinks it can
25 spin this into summary judgment in its favor only underscores the need for Rule 60(b) relief from
26 the October 2018 Order. Further, Plaintiff uses the citation of the *Krieger* case as evidence
27 precluding the Moving Defendants from challenging the October 2018 Order, when in fact that
28

1 provision (paragraph 14) has no implication on the Moving Defendants since Plaintiff was not a
2 direct party to any of the agreements at issue.

3 In addition to employing inaccurate circular reasoning, Plaintiff's assertions regarding the
4 parol evidence rule are directly contradicted by binding Nevada precedent. While the parol
5 evidence rule generally may be invoked by any party to a contract, the long standing rule set forth
6 in Nevada by the state Supreme Court is that it cannot be invoked by a stranger to such contract.
7 *See Bank of California v. White*, 14 Nev. 373, 376 (1879) (holding that the parol evidence rule
8 **"has no application whatsoever as against any party who is a stranger to the instrument."**)
9 (emphasis added); *see also Pittman v. Providence Washington Ins. Co.*, 394 So. 2d 223 (Fla. Dist.
10 Ct. App. 1981) (recognizing that a third party beneficiary is a stranger to a contract.). Further,
11 under binding Nevada case law, where one party to a lawsuit is not bound by the parol evidence
12 rule, "either party is at liberty to show, by parol, a different state of facts from that set out in the
13 writing." *Bank of California, supra*, 14 Nev. at 376. Accordingly, Plaintiff's assertions that parol
14 evidence rule somehow bar the Moving Defendants from introducing any testimony or other
15 evidence at trial fail as a matter of law.

16 C. **There are many disputed issues of material fact remaining in this case,**
17 **including with respect to the agreements at issue and the interpretation of**
18 **their ambiguity.**

19 Contrary to Plaintiff's suggestion, there are still genuine issues of material fact
20 surrounding the subject agreements. As show above, the relevant agreements only provide that
21 Mr. Rogich's Trust will look into the **potential** claimants listed in the Purchase Agreement. The
22 relevant agreements do not establish that Mr. Rogich's Trust will pay Plaintiff or the other
23 potential claimants. In fact, each of the potential claimants were not legitimate as they had either
24 received K-1s from Eldorado or, in the case of Plaintiff, was not entitled to a K-1 from Eldorado
25 as it was not an investor.

26 In fact, through discovery in this case, the Rogich Defendants have learned that CanaMex
27 provided K-1s to Plaintiff for its \$1.5 Million investment into CanaMex and that CanaMex
28 confirmed Nanyah's investment into CanaMex on several occasions. No amount of testimony by

1 Mr. Harlap or Mr. Huerta will change the fact that the \$1.5 Million went into CanaMex and
2 eventually ended up in its manager's/Go Global's pocket and that Nanyah's \$1.5 Million was
3 identified on the K-1s provided by CanaMex to Plaintiff. Any evidence and testimony to support
4 Nanyah's alleged investment in Eldorado or that the Rogich Defendants agreed to repay Nanyah's
5 alleged investment is in dispute. Further, the October 5, 2018 Order itself supports the fact that
6 genuine material facts remaining.

7 Moreover, the agreements at issue have numerous ambiguities internally and between
8 them. Plaintiff's claims are based on and reference the following five (5) documents:

- 9
- 10 a) **The Purchase Agreement:** The Purchase Agreement dated October 30, 2008,
11 between Go Global and Mr. Huerta as sellers, and the Rogich Trust as buyer
12 Huerta (referred to herein as the "Purchase Agreement" attached as **Exhibit**
13 **AB**;
- 14 b) **The Flangas Agreement:** The Membership Interest Purchase Agreement
15 dated October 30, 2008, between the Rogich Trust as seller, the Albert Flangas
16 Revocable Living Trust u/a/d July 22, 2005 ("Flangas") as buyer, Go Global,
17 Mr. Huerta, and Mr. Rogich and Albert Flangas ("Mr. Flangas") regarding
18 their "individual limited agreements" (referred to herein as the "Flangas
19 Agreement" and attached as **Exhibit AC**;
- 20 c) **The Teld Agreement:** The Membership Interest Purchase Agreement dated
21 October 30, 2008, between the Rogich Trust as seller and Teld, LLC ("Teld")
22 as buyer, Go Global, Mr. Huerta, and Mr. Rogich and Peter Eliades ("Mr.
23 Eliades") regarding their "individual limited agreements" (referred to herein
24 as the "Teld Agreement" and attached as **Exhibit AD**;
- 25 d) **The Assignment Agreement:** The Membership Interest Assignment
26 Agreement dated January 1, 2012, between the Rogich Trust, the Eliades
27 Survivor Trust of 10/30/08 ("Eliades Trust") (referred to as the "Assignment
28 Agreement" and attached as **Exhibit AE**;
- 29 e) **The Operating Agreement:** The Amended and Restated Operating
30 Agreement of Eldorado Hills, LLC (referred to as the "Operating Agreement"
31 and attached as **Exhibit AF** of which the Rogich Trust, the Flangas Trust, and
32 Teld are members.

33 However, even these documents demonstrate that there is no undisputed finding that can be made
34 with respect to any purported obligations **allegedly** owed to Plaintiff. For example, the following
35 is a non-exhaustive sample of the ambiguities existing in the above documents with respect to

1 Plaintiff's allegations:

2 The Purchase Agreement refers to Plaintiff as a "**Potential Claimants**". See
3 Exhibit AB at Recital A, bates no. RT0023. Despite Plaintiff's misleading
4 assertions, nowhere has this Court found that "potential claimant" means that
5 Plaintiff could have had an "investment" in Eldorado or received a return of
6 the \$1,500,000 it transferred to CanaMex. Plaintiff's contrary assertion is
7 inaccurate and its attempt to speculate as to the intent of the parties to the
8 contract – which did not include Plaintiff – is inadmissible.

9 Exhibit A to the Purchase Agreement refers to Plaintiff as a "**Potential**
10 **Claimant**". *Id.* at page 10, bates no. RT0032. Moreover, this Exhibit A
11 further highlights the dispute as to whether Plaintiff has any claim at all against
12 any of the named defendants since it states that Plaintiff's purported "claim" is
13 "**through Canamex Nevada, LLC**". *Id.* This shows that even Plaintiff
14 acknowledges its money went to Canamex, and it is the Moving Defendants'
15 position that any claim Plaintiff may have is against Canamex, not against the
16 Moving Defendants or Eldorado.

17 The purported promise in the Flangas and Teld Agreements appears as part of
18 an indemnification agreement to hold the buyers (Flangas or Teld,
19 respectively) harmless, not an affirmative, stand alone provision to pay
20 Plaintiff anything. See Exhibit AC and Exhibit AD.

21 Further, Exhibit D to the Flangas and Teld agreements confusingly states that
22 "certain amounts have been advanced **to or on behalf of the Company** by
23 certain third parties..." See Exhibit AC and Exhibit AD at Exhibit D thereto.
24 It is not even clear from the language of Exhibit D whether Plaintiff
25 "advanced" funds in the form of a loan, or on behalf of some other entity.
26 Notably, Exhibit D to these agreements also states that any potential claim by
27 Plaintiff is "through Canamex Nevada, LLC" – again confirming that
28 Plaintiff's claim, if any, is against Canamex, not the Moving Defendants or
Eldorado.

In addition to the above, Plaintiff's claims are further barred to the extent they
rely on the Operating Agreement as that agreement specifically prohibits any
claims by third party beneficiaries. Paragraph 10.11 of the Operating
Agreement provides as follows:

10.11 **No Third Party Beneficiaries.** Except as set forth in
Article IX [unrelated provision], this Agreement is adopted solely
by and for the benefit of the Members and its [six] respective
successors and assigns, and no other Person shall have any rights,
interest or claims hereunder or be entitled to any benefits under or
on account of this Agreement as a third party beneficiary or
otherwise.

See Exhibit AF, at p. RT0109. Here there is no dispute that
the parties to the Operating Agreement specifically prohibited any

1 claims by any purported third party beneficiaries. Thus, to the
2 extent Nanyah relies on the Operating Agreement as a basis for its
3 claims, the Moving Defendants are entitled to judgment as a matter
of law.

4 It is as a result of the ambiguity of the subject agreements that the October 2018 Order contains
5 contradictory findings and conclusions. These alleged findings and conclusions support the
6 vacating of the October 2018 Order.

7 Moreover, multiple additional factual issues are present in this matter. For example, the
8 Court has previously denied in part the Rogich Defendants' motion for summary judgment related
9 to the statute of limitations *based on the Court's finding that disputed questions of fact remain*
10 *regarding this issue*. For example, in the transcript of the Court's ruling on this issue, attached as
11 **Exhibit AG**, the Court specifically noted the following:

12 First, I find that the motion can be granted only with regard to the fran – fraudulent
13 conveyance action and with regard to the constructive trust....

14 The other issues [including with respect to the statute of limitations
15 arguments by the Rogich Defendants] are with regard to accrual of causes of
16 action. **There are facts in dispute with regard to that.** I'm going to have to see
17 the demeanor, the personal knowledge, the –the credibility of the witnesses on –
on all sides to determine that – if it's me, or a jury's entitled, the parties are
entitled to a jury.

18 *Id.* at p. 2. (emphasis added). In addition, the Nevada Supreme Court has recognized that the
19 determination of when a cause of action accrues “ordinarily presents a question of fact” and may
20 only be determined as a matter of law when there is irrefutable evidence supporting that
21 determination. *Winn v. Sunrise Hosp. & Med. Ctr.*, 128 Nev. 246, 251, 277 P.3d 458, 462 (2012);
22 *Golden v. Forage*, No. 72163, 2017 WL 4711619, at *1 (Nev. App. Oct. 13, 2017) (same); *Errico*
23 *v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*, No. 70147, 2016 WL 2846397, at *1
(Nev. May 11, 2016) (same).

24 Further, as noted above, there are specific issues that will need to be determined at trial as
25 to when Plaintiff's claims accrued. Just because there may not have been a “date certain” in any
26 of the agreements at issue as to when any repayment of Plaintiff's purported claim would take
27 place, that does not mean Plaintiff's alleged claim could not have accrued outside the applicable
28

1 statute of limitations period. For example, a fact finder could determine that Plaintiff's receipt of
2 the 2007 K-1 from Canamex put Plaintiff on notice that – if it did have a claim against any of the
3 defendants for failure to repay its alleged “loan” or “investment” – such claim accrued when
4 Plaintiff received unequivocal confirmation that its purported “investment” it now claims was
5 meant for Eldorado, was, in fact, in Canamex!

6 Moreover, Plaintiff's transparent attempt reargue its failed Motion in Limine (“MIL”) No.
7 2 regarding NRS 47.240 is improper and must be rejected. In its Opposition, Plaintiff again
8 asserts that there is somehow a “conclusive presumption” from a recital in one or more of the
9 agreements at issue and that therefore Plaintiff does not have to prove its case and can instead do
10 an end run around the Moving Defendants due process rights. See Opposition at pp. 10-11.
11 Plaintiff tried this tactic before in its MIL No. 2, attached as **Exhibit AH**. The Court denied
12 Plaintiff's MIL No. 2, finding the following:

13 The specific presumption sought by Nanyah under NRS 47.240(2) is a recital of
14 consideration, which is excluded from the statute. **Nanyah and its counsel are**
15 **precluded from arguing to the jury that Eldorado is bound by any of the**
16 **contractual recitals in the October 30, 2008 Purchase Agreement, the October**
17 **30, 2008 Membership Interest Purchase Agreement, and the October 30, 2008**
18 **Amended and Restated Operating Agreement pursuant to the provisions of**
19 **NRS 47.240(2) as the Court finds that evidentiary presumption is inapplicable**
20 **on the grounds stated.**

21 See **Exhibit AI** a copy of the Court's order denying Plaintiff's MIL No. 2 (emphasis added).

22 In addition, an enormous amount of evidence – discovered and timely disclosed during
23 discovery – makes clear that Nanyah's claim did, in fact, accrue in 2008. As noted above, the
24 2007 K-1 indisputably put Plaintiff on notice that it had not received an equity interest in
25 Eldorado, constituting accrual of Plaintiff's claim (to the extent it has one, which the Rogich
26 Defendants dispute). Moreover, Mr. Harlap's own testimony makes clear that in 2008 he was
27 shown documents by Mr. Huerta putting him on notice of any potential claim Plaintiff may have
28 had. See excerpts from deposition of Mr. Harlap, Exhibit K at p. 16, line 19 to p. 18, line 23,
attached hereto as **Exhibit AJ**. These are only a few of the numerous pieces of evidence – not to

1 mention the testimony of the trial witnesses – that will demonstrate the statute of limitations
2 provides a complete defense to all of Nanyah’s alleged claims.

3 Further, during the time of Plaintiff’s alleged investment into Eldorado, Mr. Rogich never
4 had any control or access to the books and records. *See* Declaration of Sigmund Rogich (“Rogich
5 Declaration”), attached as **Exhibit AK** hereto, at ¶ 4. At that time, the books and records of
6 Eldorado were all handled by Carlos Huerta. *Id.* Further, Mr. Huerta, who was in control of all
7 financial filings, only sent K-1s to the shareholders of Eldorado and, consistent with the IRS code,
8 did not send a K-1 to Plaintiff. *Id.* at ¶ 5. Importantly, during the depositions of both Mr. Rogich
9 and Melissa Olivas, the deponents were handed what was asserted by Nanyah’s counsel to be the
10 general ledger of Eldorado. *Id.* at ¶ 6. However, it has since been discovered that that this general
11 ledger was fraudulently altered by Mr. Huerta and is not a true and authenticate copy of
12 Eldorado’s general ledger handed over by Mr. Huerta to Mr. Rogich during the time of the signing
13 of the relevant Purchase Agreement. *Id.* In addition, at no time prior to the commencement of the
14 lawsuit, did Mr. Rogich ever even speak to or communicate with Plaintiff or Mr. Harlap because
15 there was no reason to as they were not an investor in Eldorado. *Id.* at ¶ 7. These issues, along
16 with myriad others, overwhelmingly support granting of the Moving Defendants’ Motion.

17 **D. The Moving Defendants timely filed their Rule 60(b) Motion**

18 Plaintiff does not contest that the Moving Defendants’ Motion was not filed well within
19 the six (6) month period provided for under NRCP 60(b). In fact, notice of entry of the October
20 2018 Order was filed on October 8, 2018, and the instant Motion was filed on February 6, 2019,
21 approximately four (4) months from notice of entry. Moreover, Plaintiff suggests that the Moving
22 Defendants did not begin working on the instant Motion until the Plaintiff and Eldorado filed their
23 pending motions for summary judgment. This is inaccurate, as the Moving Defendants had begun
24 work on this Motion prior to those filings.

25 Further, Plaintiff inaccurately alleges that the Moving Defendants did not object to or
26 contest the findings of fact and conclusions of law contained in the Order. In fact, the Moving
27 Defendants rejected Plaintiff’s proposed order and agreed with the order submitted by the Eliades
28 Defendants. *See* Motion, at Exhibit F-1. Upon entry of the October 2018 Order, the Moving

1 Defendants were faced with having to imminently prepare for trial (that was scheduled for
2 November 2018), as well as gather evidence and facts to prepare their Rule 60(b) Motion. There
3 is simply no merit to Plaintiff's contention that the Moving Defendants waited to taking action
4 until the Motions for Summary Judgment were filed by Eldorado and Plaintiff. Regardless, the
5 Moving Defendants acted diligently and filed their Motion well within the 6 month period - - as it
6 was within **4 months** from service of Notice of Entry of the October 2018 Order.

7 Moreover, "the court must give due consideration to the state's underlying *basic policy of*
8 *resolving cases on their merits* whenever possible." *Kahn v. Orme*, 108 Nev. 510, 513, 835 P.2d
9 790, 792 (1992) (emphasis in original). Clearly, there are disputed issues of material fact here.
10 This matter is set before a jury and the Moving Defendants are entitled to present their defenses
11 on the merits before a jury.

12 **E. Contrary to Nanyah's unsupported assertion, this Court is not bound by the**
13 **October 2018 Order.**

14 Plaintiff incorrectly argues that "[t]he Court, and the parties, are bound by the factual
15 findings and its legal consequences of the Court's Order." *See* Plaintiff's Opposition at p. 14. As
16 either an effort of attempting to *save its best argument for last* or, rather, to amplify the main
17 theme of its Opposition, the Plaintiff offers no support whatsoever for this bold assertion. If
18 Plaintiff's position were correct – which it is not – Rule 60(b) would be meaningless. Once a
19 Court entered an order, there would be no going back. Clearly this is inconsistent with Nevada's
20 Rules of Civil Procedure, as well as the intent and spirit of the law which grants this Court "wide
21 discretion" in determining whether to grant a motion to set aside an order under NRCP 60(b). *See*
22 *Rodriguez v. Fiesta Palms, LLC*, 134 Nev. Adv. Op. 78, 428 P.3d 255, 257 (2018) ("The district
23 court has **wide discretion in deciding whether to grant or deny a motion to set aside a**
24 **judgment** under NRCP 60(b). Its determination will not be disturbed on appeal absent an abuse of
25 discretion."); *Cook v. Cook*, 112 Nev. 179, 182, 912 P.2d 264, 265 (1996).

26 Plaintiff's flawed reasoning asserts that "[b]ecause the Court dismissed claims against the
27 Eliades Defendants based upon the undisputed facts and issues of law, Plaintiff is also entitled to
28 obtain judgment against the remaining parties based upon those same findings and conclusions."

1 *Id.* But the defect in Plaintiff's reasoning is clear: just because the Court found that summary
2 judgment was appropriate in favor of the Eliades Defendants because it found they did not agree
3 to repay Plaintiff its "**alleged investment**" or its "**potential claim**", that does not necessarily
4 mean that Plaintiff actually has a claim, or that anyone agreed to repay Plaintiff anything. For
5 example, it is entirely possible that the trial may result in a finding that no one made an
6 enforceable agreement to repay Plaintiff anything. It is entirely possible that a jury could find
7 that Plaintiff has no enforceable claim against anyone, with the possible exception of
8 Canamex since that is where its money went. It is also entirely possible that the jury could find
9 that the multiple defenses the Moving Defendants have against Plaintiff prohibit recovery of any
10 amounts by Plaintiff. In other words, contrary to Nanyah's claims, *just because summary*
11 *judgment was granted in favor of the Eliades Defendants does not mean Plaintiff has a valid*
12 *claim against any of the other defendants, including the Moving Defendants*. Accordingly, the
13 Moving Defendants' Motion must be granted.

14 **IV. CONCLUSION**

15 For all the reasons provided for in this Reply, as well as their Motion, the Moving
16 Defendants respectfully request that this Court grant their Motion for Relief from the October
17 2018 Order in its entirety, and grant such other and further relief as the Court deems appropriate.

18 DATED: February 19, 2019.

19 **FENNEMORE CRAIG, P.C.**

20 
21 Samuel S. Lionel, Esq. (Bar No. 1766)
22 Thomas H. Fell, Esq. (Bar No. 3717)
23 Brenoch Wirthlin, Esq. (Bar No. 10282)
24 **FENNEMORE CRAIG, P.C.**
25 300 S. Fourth Street, Suite 1400
26 Las Vegas, Nevada 89101

27 *Attorneys for the Rogich Defendants*

CERTIFICATE OF SERVICE

I hereby certify that a copy of **REPLY IN SUPPORT OF MOTION FOR RELIEF FROM THE OCTOBER 5, 2018 ORDER PURSUANT TO NRCP 60(b)** was served upon the following person(s) by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, on February 19, 2019 as follows:

Mark Simons, Esq. *Via E-service*
6490 South McCarran Blvd., #20
Reno, Nevada 89509
Attorney for Plaintiff Plaintiff Vegas, LLC

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

Dennis Kennedy *Via E-service*
Joseph Liebman
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
Attorneys for Defendants Pete Eliades, Teld, LLC and Eldorado Hills, LLC

Michael Cristalli *Via E-service*
Janiece S. Marshall
GENTILE CRISTALLI MILLER ARMENTI SAVARESE
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

/s/ Morganne Westover
An employee of **Fennemore Craig, P.C.**

EXHIBIT AB

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Cio Global, Inc. ("Cio Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entitled set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

CH SR

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

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

17538-10/140434_5

S.R. CP

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert B. Flangus Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

17538-10/340634_6

OK S.R.

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Riotz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

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

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

17538-10/340634_6

Off J.C.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

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

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

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

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

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

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

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

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

17538-10/340634_6

OK J.R.

RT0028

JA_004607

only. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

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

17538-10/240634_6

CH J.R

(m) Arbitration. Any controversy, claim, dispute or interpretation which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

04 J.L

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

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

"SELLER"


Carlos Puerto, on behalf of Co. Global, Inc.

"BUYER"

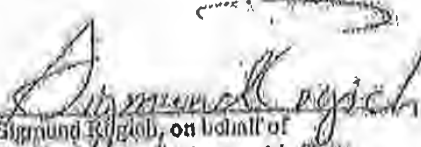

Edmund Regal, on behalf of
The Regal Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

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

4

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT AC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

R E C I T A L S:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

liens, charges or encumbrances thereon.

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

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

Ch
S.L.
J

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

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

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

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

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

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

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

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

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

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

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

CH
S.K.
[Signature]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

04
S.R.
10

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

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

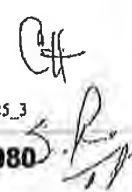
g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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

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

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

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



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


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

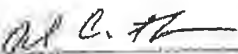
n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

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

"BUYER"

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


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

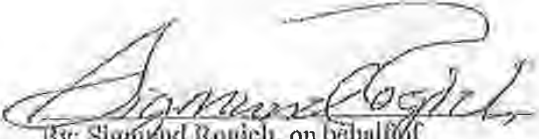

Albert ~~A.~~ Flangas, as an individual

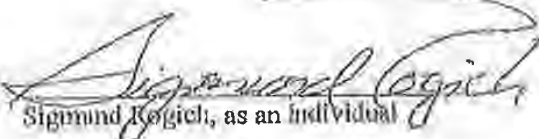
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


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


Sigmund Rogich, as an individual

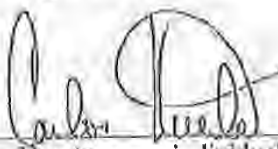

Carlos Huerta, as an individual

EXHIBIT "A"

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

[See Attached]

11/19/08

EXHIBIT "B"

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

[See Attached]

Blank

*CH
S.R.*

✓

EXHIBIT "C"
Subscription Agreement

[See Attached]

17 leak

CH
SL

EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS
OF SELLER

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

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

EXHIBIT "E"

Dillgence Information

[Need to list all information provided to Buyer]

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

EXHIBIT "F"


Agreement to be Bound by Amended and Restated Operating Agreement

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

DATED effective the 30th day of October, 2008.

"BUYER"

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


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

"SELLER"

Rogich Family Irrevocable Trust


By: Sigurd Rogich, Trustee

CH

EXHIBIT "G"

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

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

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

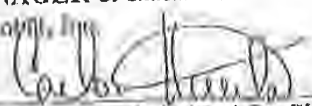
Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been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

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

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

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

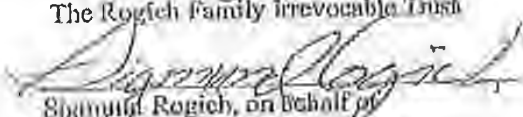
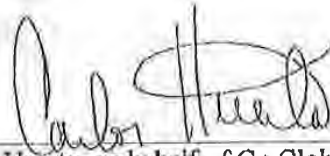

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

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



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

EXHIBIT "T"

Amended and Restated Operating Agreement


17538-10/310825_3

EXHIBIT AD

MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

RECITALS:

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

SR / [Signature]
Teld, LLC
Pete Eliades
10/30/08
Purchase Agreement L.L.doc

RT0034

JA_004643

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

S. R. Ak
AE
1410 MC
30 Oct 2002
2 of 27

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

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

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

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

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

J.R. OK
Handwritten signature
Purchase Agreement 11.doc
May 18, 2005

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

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

ectively), Seller represents

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

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

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

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

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

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

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

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

OK S.R.
TEED INC.
Purchaser
10 OCT 2009
5 of 27
Purchase Agreement 11.doc

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

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

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

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

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

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

S.R. Bk
Purchase Agreement 11.doc
2009 7/28
6 of 27

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

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

S.R.
H
Ag
LLC
30 Oct 2008
7:04 27

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

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

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

S.L. [Signature]
TED LLC
Witness number
20 Oct 2008
8 of 27

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

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

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

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

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

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

OK
S.R.
TEO LLC
membership number
30014 2008
9 of 27
Purchase Agreement11.doc

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

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

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

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

Handwritten notes:
SR
Gill
Re
2003
membership number
20 Oct 2003
10 of 27

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

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

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

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

der (the "Closing") shall be

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

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

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

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

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

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

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

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

CH S.L. (S) Eddyline Investments, LLC 33 05 12 05

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

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

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

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

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

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

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

CH
SL
TCD
WANG
30 OCT 2000
14 OCT 27

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

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

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

SL
OK
150427

JA 004658

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

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

modified, amended or
 Off. S.R. [Signature]
 here we
 managing mem
 30 Oct 2008
 17 Oct 27

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

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

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

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

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

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

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

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

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

"BUYER"
Telo, LLC

By: Aristoteles Eliades, Managing Member

By: Carlos Eliades, Managing Member



Peter Eliades, as an individual

Go Global, Inc.

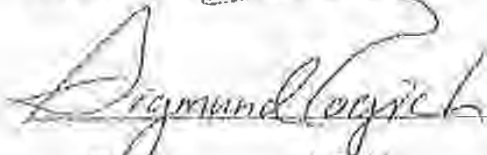
Carlos Huerta, on behalf of Go Global, Inc.



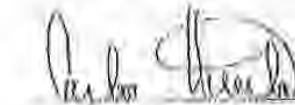
"SELLER"

The Rogich Family Irrevocable Trust

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



Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

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

[See Attached]

Blank

J.R.
Off
100 LLC
Member Number
001 - 2008
9/25 06/27

EXHIBIT "B"

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

[See Attached]

Blank

OK
TEW
Handwritten Number
30 OCT 2008
21 of 27
Purchase Agreement 1.1.doc

EXHIBIT "C"
Subscription Agreement

[See Attached]

Blank

3. E
1000 LLC
Assignment Number
30 Oct, 2008
22-07-07

EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS OF SELLER

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

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

Blank

S.R. Off
Teco LLC
missing number
30 Oct 2008
73 Oct 27

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

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

Blank

CH
SR
TRD LLC
Managing Member
20 Oct 2007
24 Oct 07

EXHIBIT "T"

Agreement to be Bound by Amended and Restated Operating Agreement

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

DATED effective the 30 day of October, 2008.

"BUYER"

Teld, LLC

By: Aristotichs Ellades, Managing Member

By: Dolores Ellades, Managing Member

30 Oct. 2008

"SELLER"

Rogich Family Irrevocable Trust

By: Sigmund Rogich, Trustee

Purchase Agreement 11.doc

BLANK PAGE

S.R.

to

Two sets
Manufacturing
2005-2007
26 of 27

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

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

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

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

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

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

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

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

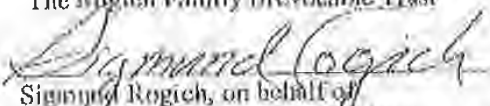

Raymond Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "H"

Form of Resignation

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



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, individually

S.R.
Go
TEND LLC
membership number
30 OCT 2008
1012
Purchase Agreement11.doc

EXHIBIT "I"

Amended and Restated Operating Agreement

Blank

SP
P.K.
JED LLC
Managing member
30 Oct 2008
2 of 2

EXHIBIT AE

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

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

RECITALS:

- A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.
- H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.
- I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

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

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

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

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

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

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

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

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

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

6. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"TELD"


By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmond Rogich, its Trustee

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


By: Peter Eliades, its Trustee

RT0097

JA_004678

EXHIBIT AF

ELIADIS FAMILY PURCHASE

AMENDED AND RESTATED OPERATING AGREEMENT OF ELDORADO HILLS, LLC a Nevada limited liability company

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Plangas Revocable Living Trust w/dtd July 22, 2005 (the "Plangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A" and "B" and incorporated herein by this reference (collectively the "Purchase Documents"), the Plangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

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

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

ARTICLE I DEFINITIONS

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

[Handwritten signatures and initials]
R00098

Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a Member, a Manager or a Person designated by a Member as a Covered Person.

Interest. "Interest" means the entire ownership interest of the Members in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided under the Act and this Agreement.

Manager. "Manager" means any Person designated or appointed in the Articles or thereafter elected by the Members pursuant to this Agreement to be the Company's manager, as that term is defined in NRS Section 86.071.

Members. "Members" mean the members of the Company as set forth in the first paragraph of this Agreement.

NRS. "NRS" means the Nevada Revised Statutes.

Person. "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

Records Office. "Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

Handwritten:
RT0099
8/13
S.L.

Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

[Handwritten signatures and initials]
RT0100
S.R.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

4.1 Profits and Losses Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third ($1/3^{rd}$) to each of the Rogich Trust, the Flangas Trust and Teld).

(a) 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 ($1/3^{rd}$) participation in profits and losses by each of the Flangas Trust and Teld.

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

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

Handwritten notes and signatures:
Rogich Trust
Flangas Trust
Teld, LLC
for all 12
RT0101, R₁

ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Reglich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Member. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any default of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

[Handwritten signature]
20 5 of 10
RT0102

6.4 Transfer of Interest. The interest is personal property, and such interest may be transferred or assigned, in whole or in part, and may not be transferred except on approval of the Members. Transfers in violation of this provision shall be null and void. Notwithstanding the above, the Rogich Trust may use a portion or all of its interests to satisfy claims of those entities listed on Exhibit "D" to the Purchase Agreements.

6.5 Other Ventures. The Members may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and neither the Company nor the Members shall have any right in or to any independent venture or activity or the income or profits therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Plangas Trust and Tald, provided that each of said three (3) Members may substitute another designated party to serve in lieu of said Member as a Manager in place of such Member.

7.2 Removal, Resignation and Vacancies. No Manager may be removed without the unanimous written consent of the Members. Any Manager may resign at any time by giving written notice to the remaining Managers or, if no remaining Manager, to the Members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company; make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company; and take all actions and perform all duties and powers it deems necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

[Handwritten signatures and initials]
RT0103

(d) borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered in the name of the Company, or to authorize any individual Manager, officer or other Person to execute and deliver in the name of the Company, promissory notes, bonds, debentures, deeds of trust, pledges, hypothecations or other evidence of debt and security interests;

(e) invest any funds of the Company in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(f) change the principal office and Records Office of the Company to other locations within Nevada and establish from time to time one or more subsidiary offices of the Company;

(g) attend, act and vote, or designate any individual Manager, officer or other Person to attend, act and vote at any meetings of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof, and to exercise for the Company any and all rights and powers incident to such ownership; and

(h) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.5 Limitations on Authority of the Managers. Except where specifically requiring the approval of all managers, the actions of a majority of the Managers taken in such capacity and in accordance with this Agreement shall bind the Company. The Manager(s) may authorize, in a resolution or other writing, one or more Persons, or one or more officers or employees of the Company, in the name and on behalf of the Company and in lieu of or in addition to the Manager(s), contract debts or incur liabilities and sign contracts or agreements (including, without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company).

7.6 Meetings of the Managers. Meetings of the Managers shall governed by the following provisions:

(a) Place of Meetings. The meetings of the Managers shall be held at the Records Office, unless the Manager noticing the meeting designates another convenient location in the notice of the meeting.

(b) Notice. Meetings of the Managers for any purpose may be called at any time by any Manager. Written notice of the meeting shall be personally delivered to each Manager by hand to such Manager's last known address as it is shown on the records of the Company, or personally communicated to each Manager by a Manager or officer of the Company by telephone, telegraph or facsimile transmission, at least forty-eight (48) hours prior to the meeting. All meeting notices shall specify the place, date and time of the meeting, as well as the purpose or purposes for which the meeting is called.

Handwritten notes:
No
1/2 of 3/4
RT0104
G.R.

(c) Waiver of Notice. The transactions carried out at any meeting of the Managers, however called and noticed or wherever held, shall be as valid as though had at a meeting regularly called and noticed if (a) all of the Managers are present at the meeting, or (b) a majority of the Managers is present and if, either before or after the meeting, each of the Managers not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of the meeting, provided that no Manager attending such a meeting without notice protests prior to the meeting or at its commencement that notice was not given to such Manager.

(d) Action of Managers. Except as otherwise provided in this Agreement or by the NRS, the action of a majority of the Managers is valid. A meeting at which a majority of the Managers is initially present may continue to transact business, notwithstanding the withdrawal from the meeting of any Manager, if any action taken is approved by a majority of the Managers.

(e) Action by Written Consent. Any action which may be taken at a meeting of Managers may be taken by the Managers without a meeting if authorized by the written consent of all, but not less than all, of the Managers. Whenever action is taken by written consent, a meeting of the Managers need not be called or notice given. The written consent may be executed in one or more counterparts and by facsimile, and each such consent so executed shall be deemed an original. All written consents shall be filed with the other records of the Company.

(f) Telephonic Meetings. Managers may participate in a meeting of the Managers by means of a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.6(f) constitutes presence in person at the meeting.

7.7 Election of Officers. The Manager(s) may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager(s) may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager(s) or until their earlier removal or resignation. Any officer appointed by the Manager(s) may be removed at any time by the Manager(s) and any vacancy in any office shall be filled by the Manager(s).

7.8 Compensation of Manager and Officers. The Company shall not pay to the Managers any salary or other benefits other than such insurance and/or indemnification as may be determined by all of the Members.

7.9 Devotion of Time. No Manager shall be required to devote any specified amount of time to the Company's activities.

Handwritten: 100% met
banking meeting
20-01-17
8-01-17

RT0108

ARTICLE VIII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Members.

8.2 Resignation. Subject to Section 6.4 and applicable law, the Members may not resign from the Company before the dissolution and winding up of the Company.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(i)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 8.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Members shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Members, or the Members may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any loans from the Members;
 - (iii) to the setting up of any reserves which the Members shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members pro rata in the manner set forth above in Section 4.1 with respect to the distribution of profits and losses.

ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION

9.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably

[Handwritten signatures and initials]
RT0106
11/13

believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Members or an authorized officer, employee or agent of the Company, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of the Covered Person's intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Members for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Members that indemnification of the Covered Person is proper in the circumstances.

9.5 Advance Payment of Expenses. The expenses of the Members or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members or any Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members or the Manager(s) is or are not entitled to be indemnified by the Company. The provisions of this subsection do not affect any rights to advancement of expenses to which personnel of the Company other than the Members or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

Handwritten:
20 Nov 2016
10 6 34

RT0107
Handwritten: SK

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax any notice that may be faxed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile, when the facsimile is transmitted and confirmation of complete receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificate. The Company may, but is not required to, issue a certificate to the Members to evidence the Interest. If issued, the Members, any Manager or authorized officer of the Company may sign such certificate on behalf of the Company. The Members or Manager may also deem the Interest a "security" under Section 104.8102(1)(c) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, and the Membership Interest Purchase Agreement including any schedules or exhibits hereto or thereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained hereby. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by at least 90% of the Members.

10.6 Applicable Law, Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

Handwritten:
TOD LEE
11/11/14

RT0108

10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

10.8 Counterparts and Facsimile Copies. Facsimile copies of this Agreement or any approval or written consent of the Members or any Manager(s) and facsimile signatures hereon or thereon shall have the same force and effect as originals.

10.9 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, implied or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

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

10.11 No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

/

/

/

/

/

/

/

/

/

/

/

/

AK
12/12/13

RT0102


ARTICLE XI
SUPERSEDING PROVISIONS

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

IN WITNESS WHEREOF, each Member has executed this Agreement as of the Effective Date.

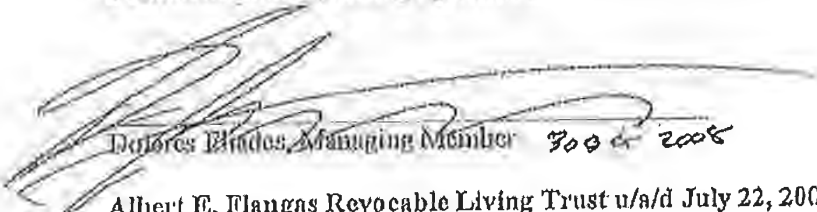
"MEMBERS"

The Rogich Family Irrevocable Trust



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Teld, LLC


Aristotelis Eliades, Managing Member


Dolores Eliades, Managing Member 700 & 2006

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


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


Handwritten notes: "AG", "Teld LLC", "Managing Member", "700 & 2006", "13 of 13"

RT0110


JA_004692


10. Rights and Remedies Cumulative. All rights and remedies provided to Lender or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

BORROWER:

Upshot Entertainment, LLC

Golden Hills LLC, Manager

By:  Anthony Blades, Managing Member

By:  Aristotellis Blades, Managing Member

Blakely Island Holdings, LLC, Manager

By:  Sig Rogich, Trustee of
The Rogich Family Trust, Manager of
Blakely Island Holdings, LLC

HOLDER:

Blakely Island Holdings, LLC

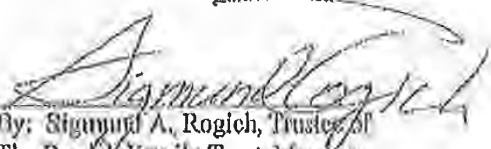
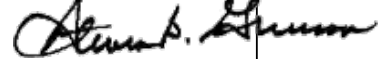
By:  Sigmund A. Rogich, Trustee of
The Rogich Family Trust, Manager

EXHIBIT AG



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7
8 CARLOS HUERTA,
9 Plaintiff,

CASE#: A-13-686303-C
DEPT. XXVII

10 vs.

11 ELDORADO HILLS LLC,
12 Defendant.

13 BEFORE THE HONORABLE NANCY L. ALLF, DISTRICT COURT JUDGE
14 WEDNESDAY, APRIL 18, 2018

15 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**
16 **ALL PENDING MOTIONS (RULING ONLY)**

17 APPEARANCES:

18 For the Plaintiff:

MARK G. SIMONS, ESQ.

21 For the Defendant:

22 JOSEPH A. LIEBMAN, ESQ.
23 SAMUEL S. LIONEL, ESQ.

24
25 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, April 18, 2018

2
3 [Case called at 9:53 a.m. - argument not transcribed]

4 [Ruling began at 11:03 a.m.]

5 THE COURT: Thank you. This is the Defendant's motion
6 for sum -- summary judgment with a substantive joinder by the Third
7 Party Defendants. Plaintiff has done a countermotion for summary
8 judgment, an opposition, and a request for relief under 56(f).

9 Matter is submitted and the ruling is as follows. Given the
10 fact that the Supreme Court has already sent this back once on the
11 statute of limitations issue and has told me that there are issues of
12 fact that needs -- need to be determined. And given the fact that a
13 jury has been demanded, I'm going to deny almost all of the
14 Defendant's motion for summary judgment, except for two issues.

15 First, I find that the motion can be granted only with regard
16 to the fran -- fraudulent conveyance action and with regard to the
17 constructive trust. Because constructive trust relies on fraudulent
18 conveyance and if there is no cause of action that can lie, due to the
19 statute of limitations for fraudulent conveyance, the constructive
20 trust argument also fails.

21 The other issues are with regard to accrual of causes of
22 action. There are facts in dispute with regard to that. I'm going to
23 have to see the demeanor, the personal knowledge, the -- the
24 credibility of the witnesses on -- on all sides to determine that -- if
25 it's me, of a jury's entitled, the parties are entitled to a jury.

1 So the motion is granted only in those two small regards.
2 The Plaintiff's motion for summary judgment is denied, and the
3 Plaintiff's countermotion for relief under 56(f) is also denied. This
4 case goes back to 2013, and I know that there was an appeal that
5 would toll the five-year rule. But at this point, so long as you can
6 get your discovery done, I will get your trial done on that June trial
7 stack.

8 Were there -- Mr. Lionel to prepare the order because you
9 are successful on two causes of action. Were there any questions?

10 MR. SIMONS: What was your ruling on Nanyah's
11 countermotion?

12 THE COURT: On?

13 MR. SIMONS: Nanyah's countermotion for summary
14 judgment? Have you rendered that?

15 THE COURT: It is denied.

16 MR. SIMONS: Denied?

17 THE COURT: In all respects.

18 MR. SIMONS: Okay.

19 THE COURT: And the 56(f) is denied as well.

20 MR. SIMONS: Okay. With regard to the 56(f), since we're
21 doing discovery, and we'll have it completed, I'm assuming that's
22 without prejudice because there may be more facts to establish the
23 perfection.

24 THE COURT: If you have a May 15th discovery cutoff,
25 which is what you told me today, you have the right to -- to either

1 seek relief of that date, separately, I'm denying it today because you
2 told me you have a chance to get your discovery finished.

3 MR. SIMONS: Oh, I see what you're saying.

4 THE COURT: Or you could stipulate to extend that, but
5 I'm not going to extend your trial out any further. Both sides are
6 entitled to finality in this case.

7 MR. SIMONS: I -- I understand. I'm just saying it's
8 not --your ruling is not with prejudice --

9 THE COURT: No.

10 MR. SIMONS: Because -- okay. The second component
11 is, may I request you advise us of what your trial calendar may be
12 like in October? There may be a need for us to continue the trial.

13 THE COURT: What I would suggest is that if you can
14 agree -- I saw in your early case conference you thought the -- we
15 had dispute on how long you thought the trial would take, and given
16 the consolidation, I understand that. I'm going to suggest that you
17 guys see if you can agree how long it will take, confirm with me
18 whether it's a jury trial or not, and give your availability say through,
19 I don't know, through the end of the year.

20 MR. SIMONS: Okay.

21 THE COURT: And then I'll make sure to get you set for
22 trial.

23 MR. SIMONS: I appreciate that.

24 THE COURT: And I can give you a firm setting rather than
25 keeping you on the June stack.

1 MR. SIMONS: That would be excellent because I have to
2 bring in clients from out of --

3 THE COURT: I assume everyone in this case is going to
4 have a very busy schedule.

5 MR. SIMONS: Yeah, true.

6 THE COURT: I want to accommodate the parties, the
7 witnesses and the counsel.

8 MR. SIMONS: True. Thank you very much.

9 THE COURT: Mr. Liebman, one more question?

10 MR. LIEBERMAN: Yeah, I'm a little confused about Mr.
11 Simons comment about the ruling being without prejudice. I mean,
12 obviously it's a summary judgment motion.

13 THE COURT: Well, I denied the 56(f).

14 MR. LIEBERMAN: Yes.

15 THE COURT: But, what I said is, you can stipulate to
16 extend discovery, but I won't change a trial.

17 MR. LIEBERMAN: I just want to specify --

18 THE COURT: Or you can --

19 MR. LIEBERMAN: -- with respect to granting the motion
20 on fraudulent transfer claim and the constructive trust claim, those
21 are with prejudice?

22 THE COURT: That's correct.

23 MR. LIEBERMAN: Okay.

24 MR. SIMONS: That -- that was the point. It should be
25 without prejudice given the fact that we're going to be conducting

1 discovery and I should have the opportunity to say look, here's the
2 evidence that they did not perfect. That's all I'm trying to reserve.

3 THE COURT: And so, I -- your objection is so noted for the
4 record. My ruling is that it's with prejudice.

5 Was there any last issue?

6 MR. LIONEL: No, Your Honor.

7 THE COURT: No. Thank you all, for your appearance.

8 MR. LIEBERMAN: Thank you, Your Honor.

9 THE COURT: And may I respectfully say, if you guys ever
10 have really long motions again, if you contact us, we'll
11 accommodate you to get them set, so that it's not on a -- on a
12 stacked calendar, and you can have all the time you need.

13 MR. LIEBERMAN: Will do, Your Honor. Thank you.

14 THE COURT: Thank you, both.

15 [Hearing concluded at 11:08 a.m.]

16 * * * * *

17
18
19
20
21 ATTEST: I do hereby certify that I have truly and correctly transcribed the
22 audio/video proceedings in the above-entitled case to the best of my ability.

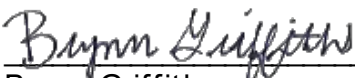
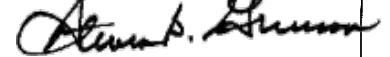
23 
24 Brynn Griffiths
25 Court Recorder/Transcriber

EXHIBIT AH



MILM

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

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

**NANYAH VEGAS, LLC'S MOTION IN
LIMINE #2**

**RE: NRS 47.240(2) MANDATES
FINDING THAT NANYAH VEGAS, LLC
INVESTED \$1.5 MILLION INTO
ELDORADO HILLS, LLC**

1 **NANYAH VEGAS, LLC'S MOTION IN LIMINE #2**
2 **RE: NRS 47.240(2) MANDATES FINDING THAT NANYAH VEGAS, LLC**
3 **INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC**

4 Nanyah Vegas, LLC ("Nanyah") submits the following motion in limine seeking
5 an order of this Court establishing as an undisputed and incontrovertible fact that
6 Nanyah invested \$1.5 million into Eldorado Hills, LLC ("Eldorado") pursuant to NRS
7 47.240(2).

8 DATED this 10th day of May, 2018.

10 SIMONS LAW, PC
11 6490 S. McCarran Blvd., #20
12 Reno, Nevada, 89509

13 

14 _____
15 MARK G. SIMONS
16 Attorney for Nanyah Vegas, LLC

17 **NOTICE OF MOTION**

18 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:**

19 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
20 **NANYAH'S MOTION IN LIMINE #2 NRS 47.240(2) MANDATES FINDING THAT**
21 **NANYAH VEGAS, LLC INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC**

22 ///

23 ///

24 ///

25 ///

26 ///

1 on for hearing before the above-entitled court on the 13 day of
2 June, 2018 at 9:00 a.m./~~p.m.~~ in Department XXVII or as soon
3 thereafter as counsel may be heard.
4

5 DATED this 10th day of May, 2018.

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

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

12 MEMORANDUM OF POINTS AND AUTHORITIES

13 I. STANDARD OF REVIEW.

14 Motions in limine are designed to seek the Court's ruling on the admissibility of
15 arguments, assertions and evidence in advance of trial. The Nevada Supreme Court
16 has approved the use of motions in limine recognizing the legitimacy of such pre-trial
17 motions practice and the courts' authority to rule on these motions. *See, e.g., Bull v.*
18 *McCuskey*, 615 P.2d 957, 961 (Nev. 1976). Additionally, NRCP 16(c)(3) recognizes the
19 legitimacy of such pre-trial motion practice and the court's authority to rule on these
20 motions by allowing for "advance rulings . . . on the admissibility of evidence." Motions
21 in limine "permit more careful consideration of evidentiary issues than would take place
22 in the heat of battle during trial," and they promote judicial economy by minimizing
23 "side-bar conferences and disruptions during trial" and by resolving "potentially critical
24 issues at the onset, they enhance the efficiency of trials and promote settlements."
25 *Kelly v. New West Fed. Sav.*, 56 Cal.Rptr.2d 803, 808 (1996).

26 A motion in limine may also properly request the Court determine the
27 admissibility and/or inadmissibility of potential evidence at trial in relation to admissions
28 and/or undisputed facts that have been established in discovery. *See e.g., Eastman*
Kodak Co. v. Westway Motor Freight, 758 F. Supp. 641, 642 (D. Colo. 1991) (court

1 considered motion in limine "to determine the effect of the admission of liability by
2 Defendant . . .").

3 **II. RELEVANT FACTS RELATING TO THIS MOTION.**

4 **A. UNDISPUTED BACKGROUND FACTS ESTABLISHING NANYAH'S**
5 **\$1.5 MILLION INTO ELDORADO.**

6 1. Eldorado's bank statement conclusively demonstrates that Nanyah's \$1.5
7 million investment was deposited into Eldorado's bank account on December 7, 2012.

8 **Exhibit 1, Eldorado Bank Statement.**¹

9
10 2. Eldorado's internal business records prepared by Eldorado's manager
11 Carlos Huerta detailed Nanyah invested \$1.5 million into Eldorado. **Exhibit 3, Eldorado**
12 **Capital Account Detail.**² Specifically, Eldorado's Capital Account Detail states under
13 **"Investor"** that "Nanyah Vegas, LLC" was an investor and Nanyah's **"Capital Balance"**
14 was "\$1,500,000." Exh. 3.

15
16 3. Melissa Olivas, Rogich's employee who is responsible for overseeing all
17 the financial aspects of the Rogich Trust's investment in Eldorado, testified that
18 Eldorado's Bank Statement (Exh. 1) details Nanyah's \$1.5 million investment into
19 Eldorado as follows:

20 Q. Exhibit 1, that's the bank statement -- or at least the first pages of
21 the bank statement for Eldorado Hills, LLC for the December 31,
22 2007, timeframe; right?

23 A. Yes.

24 Q. **Do you see on the deposits of 12/7, 1.5 million gets transferred**
25 **in?**

26 A. **Yes.**

27 Q. **And you understand that at this point in time that that was**

28 ¹ See also **Exhibit 2, Affidavit of Mark G. Simons ("Simons' Aff.")** at ¶4.

² See also Simons' Aff. at ¶5.

1 Nanyah's investment?

2 A. Yes.

3 Q. When did you first become aware that Nanyah had invested 1.5
4 million into Eldorado Hills, LLC?

5 A October of 2008.

6 **Exhibit 4**, excerpts of Melissa Olivas, May 2, 2018 deposition, pp., 104:18-105:13
7 (emphasis added).³

8 4. Ms. Olivas also testified that Eldorado's General Ledger detailed that
9 Nanyah was owed at least \$1.5 million from Eldorado as follows

10 Q. What does that mean when its identified as a negative 1.5 million?

11 A. Then that would mean that it was a "due to".

12 Q. So it would be that amount of 1.5 million would be due to, as it's
13 labeled here, Canamex; right?

14 A. Yes.

15 Q. But we know at this point in time that the Canamex -- it's
16 labeled as Canamex, but that was the Nanyah \$1.5 million
17 investment; right?

18 A. Yes.

19 Exh. 4, p. 70:25-71:8 (emphasis added).

20 B. **CONTRACTS INVOKING APPLICATION OF NRS 47.240(3).**

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

22 5. On October 30, 2008, Go Global, Inc. ("Go Global") and the Rogich Trust
23 entered into a Purchase Agreement whereby the Rogich Trust agreed to acquire Go
24 Global's membership interest in Eldorado (the "Purchase Agreement"). **Exhibit 5**,
25
26

27
28

³ See also Simons' Aff. at ¶16.

1 Purchase Agreement.⁴

2 6. The Purchase Agreement's terms state that Go Global's interest in
3 Eldorado, which the Rogich Trust was acquiring, **was subject to dilution based upon**
4 **the additional investment made by Nanyah.** Exh. 5, Recitals, A.
5

6 7. The Rogich Trust agreed to be fully responsible for repayment of
7 Nanyah's \$1.5 million investment in Eldorado and/or agreed Eldorado would issue
8 membership interest to Nanyah out of the Rogich Trust's interest. Id.
9

10 8. The Rogich Trust agreed that if Nanyah's investment was converted into a
11 membership interest, as a member Nanyah would not be subject to any capital calls.
12 Id.

13 9. Rogich Trust also agreed that if Nanyah's investment was converted into a
14 membership interest in Eldorado, Nanyah's interest would be deducted from and paid
15 from the Rogich Trust's membership interest in Eldorado. Id.
16

17 10. Huerta and Rogich specifically represented and warranted in the
18 Purchase Agreement as a fact that Nanyah had invested \$1.5 million in Eldorado, and
19 Nanyah's investment was specifically identified in the Purchase Agreement at Exhibit A.
20 Id.

21 **2. THE OCTOBER 30, 2008, MEMBERSHIP INTEREST PURCHASE**
22 **AGREEMENTS.**

23 11. Concurrent with the purchase of Go Global's interest in Eldorado, the
24 Rogich Trust also entered into two (2) Membership Interest Purchase Agreements, one
25 with Teld and the other with the Albert Flangas Revocable Living Trust u/a/d July 22,
26
27
28

⁴ See also Simons' Aff. at ¶7.

1 2005 ("Flangas Trust"). **Exhibit 6**,⁵ excerpts of the Teld Membership Interest Purchase
2 Agreement, pp. 1, 2, 4, 12, 19 and Exhibit D; **Exhibit 7**,⁶ excerpts of the Flangas Trust
3 Membership Interest Purchase Agreement, pp. 1, 2, 4, 12, 19 and Exhibit D.
4

5 12. The Teld Membership Interest Purchase Agreement was executed by
6 Rogich individually and as Trustee of the Rogich Trust, Teld and Peter Eliades
7 individually. Exh. 6, p. 19.

8 13. The Flangas Membership Interest Purchase Agreement was executed by
9 Rogich individually and as Trustee of the Rogich Trust, and the Flangas Trust. Exh. 7,
10 p. 19.

11 14. In both Membership Interest Purchase Agreements, all the defendants
12 admit and confirm that the membership interest being acquired by the defendants from
13 Go Global was subject to reduction to distribute to Nanyah for its \$1.5 million
14 investment. Exhs. 6 and 7, Recitals F.
15

16 15. In addition, both Membership Interest Purchase Agreements detail and
17 incorporate the new Amended and Restated Operating Agreement of Eldorado Hills,
18 LLC ("Amended Operating Agreement"). Id., Recitals I.
19

20 **3. THE OCTOBER 30, 2008, ELDORADO AMENDED AND**
21 **RESTATED OPERATING AGREEMENT EXPRESSLY**
22 **CONFIRMS NANYAH'S \$1.5 MILLION INVESTMENT INTO**
ELDORADO.

23 16. Eldorado's Amended and Restated Operating Agreement of Eldorado
24 Hills, LLC ("Amended Operating Agreement") was also executed contemporaneously
25 on October 31, 2008, and confirms and admits Nanyah's \$1.5 million investment into
26

27 ⁵ See also Simons' Aff. at ¶18.
28

⁶ See also Simons' Aff. at ¶19.

1 Eldorado and that Nanyah was entitled to a membership interest commensurate with its
2 investment and/or Eldorado was obligated to repay the \$1.5 million investment. **Exhibit**
3 **8**, Recital A (incorporating the entirety of the Purchase Agreement and Membership
4 Interest Purchase Agreements as exhibits to Eldorado's Amended Operating
5 Agreement).⁷
6

7 17. Pursuant to Recital A of the Eldorado Amended Operating Agreement, the
8 document identified as Exhibit D from the Membership Interest Purchase Agreements
9 was included as part and parcel of the Eldorado Amended Operating Agreement's
10 Recitals. Id.
11

12 18. Exhibit D from the Membership Interest Purchase Agreements which was
13 included as part and parcel of the Eldorado Amended Operating Agreement's Recitals
14 expressly confirms Nanyah invested \$1.5 million into Eldorado and was entitled to
15 repayment of its investment or the issuance of its membership interest as part and
16 parcel of the Eldorado Amended Operating Agreement. Specifically, Exhibit D of both
17 Membership Interest Purchase Agreements clearly identify Nanyah's \$1.5 million
18 investment and states the following:
19

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

24 ...

25 **Nanyah Vegas, LLC ...**

\$1,500,000

26 Exhs. 6 and 7, at Exh. D.

27 19. Section 8 of the Membership Interest Purchase Agreements clearly and
28 unequivocally state that Nanyah "invested or otherwise advanced the funds" to

⁷ See also Simons' Aff. at ¶10.

1 Eldorado as reflected on Exhibit D. Id. Section 8(c).

2 **III. ARGUMENT IN SUPPORT OF MOTION.**

3 **A. NRS 47.240(2) APPLIES.**

4 NRS 47.240(2) establishes a conclusive presumption establishing “the truth” of
5 all facts recited in a written instrument as follows:
6

7 [There is a conclusive presumption of] [t]he truth of the fact recited,
8 from the recital in a written instrument between the parties thereto, or their
9 successors in interest by a subsequent title

10 Id. As a matter of law, all the defendants are conclusively bound by the facts recited in
11 the Purchase Agreement’s Recitals, the Recitals contained in the two Membership
12 Interest Purchase Agreements and the Recitals in Eldorado’s Amended Operating
13 Agreement—all of which confirm that Nanyah invested \$1.5 million into Eldorado.

14 A motion in limine seeking to enforce an evidentiary presumption is an
15 appropriate method to address the application of such presumption. *Gonzalez v.*
16 *Cooperativa De Seguros Multiples De Puerto Rico, Inc.*, 2009 WL 5067754, at *1 (M.D.
17 Fla. Dec. 16, 2009) (motion in limine granted seeking to enforce a statutory
18 presumption); *see also Romero v. Helmerich & Payne Int’l Drilling Co.*, 2017 WL
19 3268878, at *10 (D. Colo. 2017) (granting motion in limine applying Federal Rule of
20 Evidence 609).
21

22 The fact of Nanyah’s \$1.5 million investment into Eldorado is conclusively
23 established in this case as an undisputed fact, and this Court must preclude any
24 evidence seeking to contest such conclusive presumption. *Harpaz v. Laidlaw Transit,*
25 *Inc.*, 942 A.2d 396, 412 (2008) (“the conclusive presumption . . . attaches and the
26 employer is barred from contesting”); *Wiehe v. Kissick Const. Co.*, 232 P.3d 866,
27 874 (2010) (“a conclusive or irrebuttable presumption is not a presumption at all; it is a
28

1 substantive rule of law directing that proof of certain basic facts conclusively provides
2 an additional fact **which cannot be rebutted.**" (emphasis added)).
3

4 A leading evidentiary treatise has explained that conclusive presumptions, which
5 are sometimes referred to as an "irrebuttable presumption" are rules of law that
6 preclude any evidence or argument contrary to the matter conclusively presumed. The
7 rationale for this substantive rule of law is explained as follows:

8 An "irrebuttable presumption," also known as a "conclusive presumption,"
9 is a presumption that cannot be overcome by any additional evidence or
10 argument. It is not a presumption at all, but rather, a substantive rule of law
11 directing that proof of certain basic facts conclusively proves an additional fact
12 which cannot be rebutted. Such presumptions rest upon grounds of expediency
or public policy so compelling in character as to override the requirement of
proof.

13 29 Am. Jur. 2d Evidence § 201 (May 2018). Not only must the Court accept the
14 presumed fact as true, the existence and/or non-existence of the underlying fact is
15 entirely irrelevant to the application of the conclusive presumption. *Ladner v. Mason*
16 *Mitchell Trucking Co.*, 434 A.2d 37, 42 (Me. 1981) ("The nonexistence of the fact
17 'presumed' is immaterial.").

18 Accordingly, the conclusive presumption of Nanyah's \$1.5 million investment into
19 Eldorado must be treated as a rule of law that this Court is bound to follow and enforce.
20 Stated another way, the Court is not at liberty to ignore the conclusive presumption
21 established by NRS 47.240(2) or to disregard the legal application of this conclusive
22 presumption. *Kusior v. Silver*, 54 Cal. 2d 603, 619, 354 P.2d 657, 668 (1960) ("A
23 conclusive presumption is in actuality a substantive rule of law."); *Rogers v. Dep't of*
24 *Revenue*, 6 Or. Tax 139 (1975) ("a conclusive presumption is not so much a
25 'presumption' as it is a rule of law."); *Ladner v. Mason Mitchell Trucking Co.*, 434 A.2d
26 37, 42 (Me. 1981) ("A conclusive presumption is not really a presumption at all. It is a
27
28

1 rule of law.”); *Nowakowski v. New York*, 835 F.3d 210, 224 (2d Cir. 2016)
2 (conclusive presumptions (*presumptio juris et de jure*) . . . are essentially rules of law . .
3 .”); *Wiehe v. Kissick Const. Co.*, 743, 232 P.3d 866, 874 (2010)
4 (“Conclusive presumptions, sometimes called irrebuttable presumptions of law, are
5 really rules of law.” (citation omitted)).
6

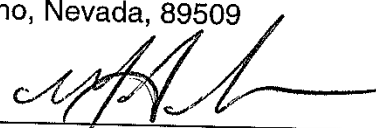
7 **IV. CONCLUSION.**

8 Based upon the foregoing, the Court must grant Nanyah’s motion establishing as
9 an undisputed fact that Nanyah invested \$1.5 million into Eldorado. The Court’s order
10 should also provide that the defendants are precluded from seeking to introduce any
11 evidence contesting, contradicting or attempting to rebut this established fact. Such a
12 ruling by the Court is mandated and achieves the public policy and objectives
13 underlying the imposition and application of conclusive presumptions at trial.
14

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

17
18 DATED this 10th day of May, 2018.

19 SIMONS LAW, PC
20 6490 S. McCarran Blvd., #20
21 Reno, Nevada, 89509

22 
23 _____
24 MARK G. SIMONS
25 Attorney for Nanyah Vegas, LLC
26
27
28

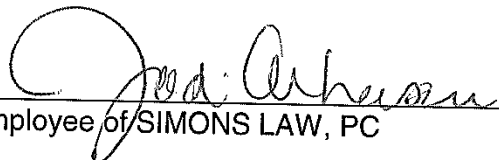
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC and that on this date I caused to be served a true copy of the
**NANYAH VEGAS, LLC'S MOTION IN LIMINE #2 RE: NRS 47.240(2) MANDATES
FINDING THAT NANYAH VEGAS, LLC INVESTED \$1.5 MILLION INTO ELDORADO
HILLS, LLC** on all parties to this action via the Odyssey E-Filing System:

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

DATED this 10th day of May, 2018.



Employee of SIMONS LAW, PC

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

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1.	Eldorado Bank Statement	1
2.	Simons' Aff.	2
3.	Eldorado Capital Account Detail	1
4.	Olivas Deposition Excerpts	9
5.	Purchase Agreement	11
6.	Teld Membership Interest Purchase Agreement Excerpts	6
7.	Flangas Membership Interest Purchase Agreement Excerpts	6
8.	Amended and Restated Operating Agreement	13

EXHIBIT 1

EXHIBIT 1

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts

Page 1 of 3

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB 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 6064276690

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	5,850.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.60						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	86,870.51	12/17	34,760.79	12/28	59,280.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62



MEMBER FDIC

PLTF0032

0017727 00000002 000031988

JA_004716

EXHIBIT 2

EXHIBIT 2

**AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS, LLC'S MOTION IN LIMINE #2 RE: NRS 47.240(2)
MANDATES FINDING THAT NANYAH VEGAS, LLC
INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC**

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

I, Mark Simons, being duly sworn, depose and state under penalty of perjury the following:

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

2. I have personal knowledge of the facts set forth in this affidavit, and if I am called as a witness, I would and could testify competently as to each fact set forth herein.

3. I submit this affidavit in support of NANYAH VEGAS, LLC'S MOTION IN LIMINE #2 RE: NRS 47.240(2) MANDATES FINDING THAT NANYAH VEGAS, LLC INVESTED \$1.5 MILLION INTO ELDORADO HILLS, LLC ("Motion"), to which this affidavit is attached as Exhibit 2.

4. Exhibit 1 to the Motion is a true and correct copy of Eldorado Hills, LLC's December 31, 2007 bank statement.

5. Exhibit 3 to the Motion is a true and correct copy of Eldorado Hills LLC's capital account detail.

6. Exhibit 4 to the Motion are true and correct excerpts of Melissa Olivas, May 2, 2018 deposition transcript.

7. Exhibit 5 to the Motion is a true and correct copy of the October 30, 2008 Purchase Agreement entered into between Go Global, Inc. and the Rogich Trust.

8. Exhibit 6 to the Motion are true and correct copies of excerpts of the Teld Membership Interest Purchase Agreement dated October 30, 2008.

9. Exhibit 7 to the Motion are true and correct copies of excerpts of the Flangas Membership Interest Purchase Agreement dated October 30, 2008.

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

10. Exhibit 8 to the Motion is a true and correct copy of the Amended and Restated Operating Agreement of Eldorado Hills, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

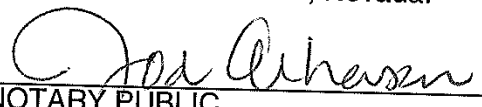
Dated this 10th day of May, 2018.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 10 day of May, 2018 by
Mark G. Simons at Reno, Nevada.



NOTARY PUBLIC

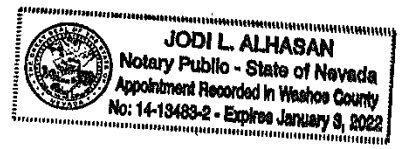


EXHIBIT 3

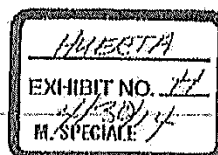
EXHIBIT 3

Melissa Olivas

From: Carlos Huerta <Carlos@GoGlobalProperties.com>
Sent: Friday, October 24, 2008 11:09 AM
To: Melissa Olivas
Cc: Sig Rogich
Subject: Eldorado Investor Breakdown, FY1
Attachments: Eldorado Hills Capital Accounts 10-24-08.xls

See attached.

Carlos Huerta
Go Global Properties
3060 E. Post Road
Suite 110
Las Vegas, NV 89120
T: 702-617-9861, X102
M: 702-497-6408
F: 702-617-9862
e: Carlos@GoGlobalProperties.com



RT0156

JA_004721

Eldorado Hills LLC

Investor	Capital Balance
1) Go Global Inc. <i>*Of this balance the contributions below were made on behalf of the following:</i> Jared Smith \$50,000 Craig Dunlap \$50,000 Bilo Rietz \$20,000	2,845,859.60
2) The Rogloh Family 2004 Irrevocable Trust	2,141,625.00
3) Eddyline Investments, LLC	50,000.00
4) Ray Family Trust	283,561.60
5) Nanyah Vegas, LLC (CanaMex Nevada, LLC) *	1,500,000.00
<i>* This was the new investor that came in late last year.</i>	
Total Eldorado Hills L.L.C. Equity	6,821,046.10

RT0157

JA_004722

EXHIBIT 4

EXHIBIT 4

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,)

vs.)

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

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

Defendants.)

DEPOSITION OF
MELISSA OLIVAS

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

WEDNESDAY, MAY 2, 2018
AT 9:02 A.M.

Plaintiff,)

3770 HOWARD HUGHES PARKWAY
SUITE 300
LAS VEGAS, NEVADA

vs.)

TELD, LLC, a Nevada limited)
liability company; PETER)
ELIADES, individually and)
Trustee of The Eliades)
Survivor Trust of 10/30/08;)
SIGMUND ROGICH,)
individually and as Trustee)
of The Rogich Family)
Irrevocable Trust;)
* * * * *

CONSOLIDATED WITH:
CASE NO.: A-16-746329-C

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 467925

1 * * * * *
2 IMITATIONS, LLC, a Nevada)
3 limited liability company;)
4 DOES I-X; and/or ROE)
5 CORPORATIONS I-X,)
6 inclusive,)
7 Defendants.)
8)
9)
10)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

DEPOSITION OF MELISSA OLIVAS

WEDNESDAY, MAY 2, 2018

AT 9:02 A.M.

3770 HOWARD HUGHES PARKWAY, SUITE 300

LAS VEGAS, NEVADA

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 467925

1 DEPOSITION OF MELISSA OLIVAS,
2 taken at 3770 Howard Hughes Parkway, Suite 300,
3 Las Vegas, Nevada, on WEDNESDAY, MAY 2, 2018, at
4 9:02 a.m., before Michelle R. Ferreyra, Certified Court
5 Reporter, in and for the State of Nevada.

6 APPEARANCES:

7 For Plaintiff Nanyah Vegas, Inc.:

8 SIMONS LAW PC
9 BY: MARK G. SIMONS, ESQ.
6490 S. McCarran Boulevard
Reno, NV 89509
10 (775) 785-0088
11 (775) 785-0087 Fax
mark@mgsimonslaw.com

12
13 For Sig Rogich, aka Sigmund Rogich as Trustee of the
Rogich Family Irrevocable Trust, Eldorado Hills, LLC:

14 FENEMORE CRAIG
15 BY: SAMUEL S. LIONEL, ESQ.
300 South Fourth Street
#1400
16 Las Vegas, NV 89101
17 (702) 791-8251
(702) 791-8252 Fax
slionel@fclaw.com

18
19 For Defendants Teld, LLC and The Eliades Survivor Trust
20 of 10/30/08:

21 BAILEY KENNEDY, LLP
22 BY: JOSEPH A. LIEBMAN, ESQ.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
23 (702) 562-8820
(702) 562-8821
jliebman@baileykennedy.com

24
25

1	I N D E X	Page 4
2	WITNESS: MELISSA OLIVAS	
3	EXAMINATION	PAGE
4	Examination By Mr. Simons	10
5	Examination By Mr. Liebman	209
6		
7		
8	INDEX TO EXHIBITS	
9	EXHIBIT	PAGE
10	Exhibit 1 Eldorado Hills bank statement	18
11	Exhibit 2 Operating agreement for	27
12	Eldorado Hills, LLC	
13	Exhibit 3 Eldorado Hills general ledger	39
14	Exhibit 4 Amended and Restated Operating	61
15	Agreement for CanMex Nevada,	
16	LLC	
17	Exhibit 5 general ledger for Eldorado	69
18	Hills, LLC provided by Sigmund	
19	Rogich, Bates Nos. 2334	
20	through 2360	
21	Exhibit 6 Part of some e-mail	76
22	communication dated March 13,	
23	2008, from Ken Woloson to	
24	Melissa Olivas and Craig	
25	Dunlap at Go Global	
	Exhibit 7 April 3, 2008, e-mail from Ken	79
	Woloson to yourself and Pat	
	regarding some CanaMex drafts	
	Exhibit 8 E-mail from Carlos looking at	82
	a loan replacement for A&B	
	Financial	

1 BY MR. SIMONS:

2 Q. Do you see April 2009?

3 A. Yes.

4 Q. This is after the October 2008 transaction
5 where Carlos Huerta was bought out; right?

6 A. Correct.

7 Q. Were you responsible for setting up the
8 accounting for Eldorado Hills, LLC after that?

9 A. Yes.

10 Q. Okay. Did you manage the Eldorado Hills, LLC
11 QuickBooks files after the October 2008 transaction?

12 A. Yes.

13 Q. All right.

14 Turn to page 12 of this document. It's Bates
15 No. 3245.

16 A. Okay.

17 Q. Do you see under the "Due to from Canamex
18 Nevada"?

19 A. Yes.

20 Q. All right. It shows on October 29, 2008,
21 there's a general journal entry showing an opening
22 balance of negative 1.5 million. Do you see that?

23 A. Yes.

24 Q. What does that mean when its identified as a
25 negative 1.5 million?

1 A. Then that would mean that it was a "due to".

2 Q. So it would be that amount of 1.5 million
3 would be due to, as it's labeled here, Canamex; right?

4 A. Yes.

5 Q. But we know at this point in time that the
6 Canamex -- it's labeled as Canamex, but that was the
7 Nanya \$1.5 million investment; right?

8 A. Yes.

9 Q. Do you see on January 1, 2009, there is an
10 entry of a positive 1.5 million which zeros out of
11 account?

12 A. Yes.

13 Q. Who made that entry?

14 A. Gary, the tax accountant.

15 Q. So what is the effect of making a positive
16 \$1.5 million entry on the Eldorado Hills, LLC general
17 ledger with regards to Nanyah's \$1.5 million?

18 A. I don't know where that -- what the other
19 side of that is, that entry.

20 Q. I'm not following you.

21 A. I -- you asked what the effect is. And I
22 don't know what the effect is because I don't know what
23 the other side of the entry is just looking at this.

24 Q. Well, the effect as I see it, it zeros out
25 that amount; right?

1 A. I don't know how you want me to answer that.

2 I don't know. I don't know -- communicate about
3 financial items.

4 Q. How about communicate about transactions that
5 may affect another person's or entities investment in a
6 project?

7 A. Yes.

8 Q. If you go back to the top page -- excuse me,
9 top of page 2 -- this is Ken Woloson responding to
10 Carlos and yourself.

11 "Thanks. I will wait to hear back from you,
12 but please let me know what interests you think Nanya
13 should have. If two-thirds is going to Pete and
14 Albert, then what other remaining third do they get,
15 and the others? I'll wait for the black line on my
16 deal memo to see the corrections and -- advance for
17 that."

18 Now, is it fair to say that everybody was
19 communicating with Carlos with regards to what Nanyah's
20 investment was and how it should be treated?

21 A. Everybody?

22 Q. Yes, that's fair.

23 Ken and yourself?

24 A. Yes.

25 Q. And that was because Carlos was responsible

1 for obtaining investors and financing for Eldorado
2 Hills?

3 A. Yes.

4 Q. And Carlos had the authority to bind Eldorado
5 Hills with regards to that --

6 MR. LIONEL: Objection.

7 BY MR. SIMONS:

8 Q. -- financing and debt obligation?

9 MR. LIONEL: Calls for a legal conclusion.

10 BY MR. SIMONS:

11 Q. Did you understand that, that he had the
12 authority to bind Eldorado Hills?

13 A. Yes.

14 THE WITNESS: Can we take a break after this
15 one?

16 MR. SIMONS: Why don't we take a break now.

17 (A short break was taken.)

18 MR. SIMONS: We're back on the record.

19 (Exhibit 17 marked.)

20 BY MR. SIMONS:

21 Q. I'm going to give you Exhibit 17. Are you
22 familiar with these e-mails in Exhibit 17?

23 A. Yes.

24 Q. Okay. Let's turn to page 2 of this exhibit.
25 Do you see down at the bottom there is communication

CERTIFICATE OF REPORTER

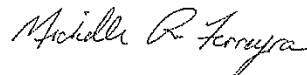
STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra, a Certified Court
Reporter licensed by the State of Nevada, do hereby
certify: That I reported the deposition of MELISSA
OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at
9:02 a.m.

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

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

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
7th day of May, 2018.



MICHELLE R. FERREYRA, CCR No. 876

EXHIBIT 5

EXHIBIT 5

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

CH S.R

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

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

17538-10/340634_6

S.R. 04

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

17538-10/340634_6

OK S.R

NAN_000003

JA_004736

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

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

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

17538-10/340634 6

off S.R

NAN_000004

JA_004737

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

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

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

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

CH

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

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

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

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

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

17538-10/340634_6

CH J.R.

oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

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

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

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

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

(k) Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

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

17538-10/340634 6

7

CK S.R

NAN_000007

JA_004740

(m) Arbitration. Any controversy, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

17538-10/340634_6

OK J.R.

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

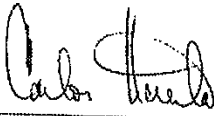
(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

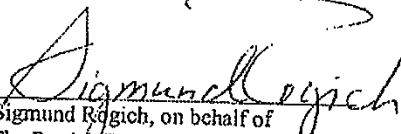
(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

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

"SELLER"


Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"


Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust