

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

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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.**

20                                   **JOINT APPENDIX VOL. 21**

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**Supreme Court No. 79917**

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

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

<b><u>ALPHABETICAL</u></b>			
<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>BATES</u></b>
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

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



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

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

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

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 <sup>nd</sup>			
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 <sup>nd</sup> Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
24				
25	Nanyah Vegas, LLC's 3 <sup>rd</sup> 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	Nanyah Vegas, LLC's	10/16/19	35	JA_008449-8457
2	Motion to Retax Costs			
3	Submitted by Sigmund			
4	Rogich, Individually and as			
5	Trustee of the Rogich			
6	Family Revocable Trust, and			
7	Imitations, LLC's			
8	Memorandum of Costs and			
	Disbursements Pursuant to			
	NRS 18.005 and NRS			
	18.110			
9	Nanyah Vegas, LLC's	2/26/19	21	JA_005138-5174
10	Motion to Settle Jury			
11	Instructions Base Upon the			
12	Court's October 5, 2018			
	Order Granting Summary			
	Judgment			
13	Nanyah Vegas, LLC's	4/16/19	29	JA_007052-7061
14	Notice of Compliance with			
	4-9-2019 Order			
15	Nanyah Vegas, LLC's	6/25/18	13	JA_003053-3076
16	Opposition to Defendants			
17	Sigmund Rogich,			
18	Individually and as Trustee			
19	of the Rogich Family			
20	Irrevocable Trust and			
21	Imitations, LLC's Motion			
	for Reconsideration and			
	Joinder			
22	Nanyah Vegas, LLC's	8/6/19	33	JA_007959-8006
23	Opposition to Eldorado			
24	Hills, LLC's Motion for			
	Dismissal with Prejudice			
	Under Rule 41(e)			

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

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

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

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



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

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

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

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

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

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

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

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



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

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

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 <sup>nd</sup> 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			
21	Memorandum of Costs and			
22	Motion for Attorneys' Fees			
23	Stipulation for Consolidation	3/31/17	4	JA_000818-821
24	Substitution of Attorneys	1/24/18	4	JA_000881-883
25	Substitution of Attorneys	1/31/18	4	JA_000886-889
26	Substitution of Counsel	2/21/18	4	JA_000890-893
	Summons – Civil	12/16/16	4	JA_000803-805
	(Imitations, LLC)			
	Summons – Civil (Peter	12/16/16	4	JA_000806-809
	Eliades)			

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

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## CERTIFICATE OF SERVICE


Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 21** 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*

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

DATED: This 9 day of July, 2021.

  
\_\_\_\_\_  
JODI ALHASAN

1 Q. When?

2 A. I don't know.

3 Q. Who made the disclosure?

4 A. I don't know.

5 Q. Then how do you know it was made?

6 A. I would have to look back.

7 Q. Or is it fair to say that you are assuming

8 that the disclosure was made?

9 A. Yeah -- I don't know.

10 Q. All I'm entitled to is your recollection

11 today.

12 A. Uh-huh.

13 Q. Do you recall making the disclosure to Carlos

14 Huerta?

15 A. Personally, no.

16 Q. Do you recall being informed that somebody

17 had made the disclosure to Carlos Huerta?

18 A. I don't recall.

19 Q. Okay. So as you sit here today, you don't

20 know if the disclosure to Carlos Huerta was made or

21 not?

22 MR. LIONEL: Asked and answered.

23 THE WITNESS: I don't recall.

24 BY MR. SIMONS:

25 Q. Did you review this agreement before

1 Mr. Rogich signed off on it?

2 MR. LIONEL: Which agreement are we talking

3 about, Counsel?

4 MR. SIMONS: Exhibit 27.

5 MR. LIONEL: The promissory note?

6 MR. SIMONS: Correct. And there's an

7 attached pledge agreement.

8 THE WITNESS: I don't know.

9 (Exhibit 28 marked.)

10 BY MR. SIMONS:

11 Q. I'm giving you Exhibit 28. Exhibit 28 is a

12 series of documents relating to the closing of the

13 transaction on October 31, 2008. I would like to

14 direct your attention to the second page. Do you see

15 where it identifies that it -- total credits will

16 be -- that's been provided is \$6 million?

17 A. Yes.

18 Q. Now, do you understand that to be the

19 5 million that needed to be paid to the FDIC and the

20 additional million that was being paid to the Rogich

21 Family Irrevocable Trust?

22 A. Yes.

23 Q. Did you know that Mr. Eliades is the person

24 who put up the full six million?

25 A. No.

1 Q. Could you turn to page 3, which is Eliades

2 30. We see that in addition to the five million paid

3 to the FDIC, the additional million would be paid to

4 the Rogich Trust, pursuant to the membership agreement

5 that we just confirmed; right?

6 A. Yes.

7 Q. Okay. And this document does not call out

8 for -- there will be also another transaction where

9 Rogich Trust will be reacquiring 6.67 percent interest,

10 does it?

11 A. This page?

12 Q. Correct.

13 A. No.

14 Q. And none of these documents in this closing

15 package show it?

16 A. Okay.

17 Q. I'm trying to -- I think we covered it.

18 (Exhibit 29 marked.)

19 BY MR. SIMONS:

20 Q. I will have you look at Exhibit 29.

21 Exhibit 29 is an Amendment to General Continuing

22 Guarantee. And I'm using this to see if it refreshes

23 your recollection. Do you see how Sig Rogich signed

24 off on it?

25 A. Yes.

1 Q. And you see it talks about that there's this

2 \$3 million owed as an investment of Antonio Nevada,

3 LLC?

4 A. Yes.

5 Q. And do you see that -- do you understand that

6 there was an obligation to repay Antonio Nevada, LLC,

7 \$3 million that was owed by Eldorado Hills, LLC?

8 A. No.

9 Q. Are you familiar with this agreement?

10 A. Yes.

11 Q. Okay. Well, what is it referencing?

12 A. This -- this agreement is -- so -- I don't

13 know.

14 Q. Well, we do know that at some point in time

15 Eldorado Hills was in the -- September 2007 -- repaid

16 Antonio Nevada \$3 million; right?

17 A. Yes.

18 MR. SIMONS: Why don't we take -- because

19 it's noon now, and we've covered a lot of information,

20 and I think it might help us all out if we take a

21 little break.

22 MR. LIONEL: A lunch break?

23 MR. SIMONS: Yes. Little half hour.

24 MR. LIONEL: That's fine.

25 //

1 -o0o-  
(Lunch recess)  
2 -o0o-  
3 MR. SIMONS: Back on the record.  
4 BY MR. SIMONS:  
5 Q. Okay. Ms. Olivas, you still recognize you're  
6 under oath?  
7 A. Yes.  
8 Q. What did you do in preparation for your  
9 deposition today?  
10 A. Looked through my other deposition.  
11 Q. Okay. Did you look at any documents?  
12 A. No.  
13 Q. Did you have discussions with anybody other  
14 than Mr. Lionel?  
15 A. No.  
16 Q. Did you look at any documents that were  
17 attached to your prior deposition?  
18 A. No.  
19 Q. You just read your deposition, tried to  
20 refresh yourself?  
21 A. Yes.  
22 (Exhibit 30 marked.)  
23 BY MR. SIMONS:  
24 Q. Okay. I'm going to give you Exhibit 30.  
25 Exhibit 30 is a packet of communications in and about

1 the January 2009 timeframe. So flip back. We'll start  
2 at the back. The very, very last page we will start  
3 at.  
4 A. Okay.  
5 Q. All right. Do you see you're communicating  
6 with Carlos, with cc'ing to Ken, about questions with  
7 regard to Eldorado?  
8 A. Yes.  
9 Q. All right. And you see the reference is  
10 "Jacob"?  
11 A. Yes.  
12 Q. All right. Were you aware that Jacob -- who  
13 we know is with Antonio Nevada -- had initiated a  
14 lawsuit?  
15 A. At this time?  
16 Q. Yes.  
17 A. I don't remember.  
18 Q. Well, you know that there was a lawsuit with  
19 Antonio Nevada; right?  
20 A. Yes.  
21 Q. Do you have any involvement in that lawsuit?  
22 A. Yes.  
23 Q. Okay. Did you -- what did you understand  
24 Jacob Finegold and/or Antonio Nevada's contentions  
25 were?

1 A. That they were owed \$3 million on top of the  
2 \$3 million that they were already paid.  
3 Q. Okay. If you turn to Bates number, you will  
4 see it shows a SR120, as well as Plaintiff 597.  
5 A. Yes.  
6 Q. Okay. This is e-mail from Ken to Carlos, as  
7 well as yourself, with regards to some background  
8 information on Jacob.  
9 MR. LIONEL: Excuse me. 127?  
10 MR. SIMONS: 120. Right.  
11 MR. LIONEL: 120. Okay. I'm sorry. Okay.  
12 MR. SIMONS: No problem.  
13 BY MR. SIMONS:  
14 Q. Okay. It says that -- item one, it  
15 references that there was some contributions made and  
16 had been received by Eldorado, LLC; right?  
17 A. Yes.  
18 Q. And that was the \$3 million.  
19 MR. LIONEL: Where does it say 3 million at?  
20 MR. SIMONS: If you add 2.5 plus 500,000,  
21 that adds up to 3 million.  
22 BY MR. SIMONS:  
23 Q. So if you look -- go to the next page, and we  
24 see Item 3. It looks like Ken is writing in small  
25 font, and Carlos is responding in larger bolder font;

1 right?  
2 A. Yes.  
3 Q. And so Carlos is answering all of Ken's  
4 questions with regard to how -- well, answering his  
5 questions; is that fair?  
6 A. Yes.  
7 Q. And if you look at 4B on that page, we see  
8 that it's consistent --  
9 MR. LIONEL: Which page now?  
10 MR. SIMONS: Same page.  
11 MR. LIONEL: Page 3? What?  
12 MR. SIMONS: 121 Item 4B. Are you there?  
13 Okay.  
14 BY MR. SIMONS:  
15 Q. 4B, it talks about that Antonio Nevada is  
16 asking for not only the money back, but that they had  
17 100 percent return on their money; right?  
18 A. Yes.  
19 Q. And if we flip through this, there's  
20 extensive communication going on between Ken, yourself  
21 and Carlos with regards to the allegations reasserted  
22 by Antonio Nevada; right?  
23 A. Okay.  
24 MR. LIONEL: Well, make sure -- have you seen  
25 that?

JA\_004994



1 THE WITNESS: No, I haven't.

2 MR. LIONEL: Let's find out what he's talking

3 about, then.

4 THE WITNESS: Okay.

5 BY MR. SIMONS:

6 Q. The question I'm asking you is just general

7 in nature. That during this period of time, there's

8 communications going on between Ken, yourself, and

9 Carlos with regards to the contentions being asserted

10 by Antonio; is that fair?

11 MR. LIONEL: Counsel, what's the relevancy?

12 That case is over a long time ago.

13 MR. SIMONS: Understood.

14 THE WITNESS: I'm almost finished. And I

15 will say: Yes, there are -- that -- we are

16 corresponding during that -- this time.

17 BY MR. SIMONS:

18 Q. So look at page 109 now.

19 A. Okay.

20 Q. Are you there?

21 A. Yes.

22 Q. This is an e-mail from Carlos to Ken with a

23 cc to yourself identifying that the payments were made

24 back to Antonio Nevada of \$3 million on September 20,

25 '07 and September 21, '07; right?

1 A. Yes.

2 MR. LIONEL: You're a fast reader.

3 THE WITNESS: Yeah, I try.

4 BY MR. SIMONS:

5 Q. Now, if you look at the very first page, this

6 is Ken sending an e-mail to you looking to see if

7 there's a way that Carlos has to be responsible -- or

8 excuse me. There's a way to get Carlos and/or Sig off

9 the hook for paying any monies under the Jacob

10 Guarantee. Do you see that, they're calling it as a

11 Jacob Guarantee?

12 A. Okay.

13 Q. Do you -- remember I showed you earlier that

14 guarantee from -- that it had both Carlos' and Sig's

15 name on it?

16 A. Yes.

17 Q. And it had the \$3 million?

18 A. (Witness nods.)

19 Q. Does that refresh your recollection that

20 Antonio was trying to rely upon that guarantee for this

21 assertion they were entitled to more money?

22 A. I don't recall what they -- they relied upon.

23 Q. All right. That's fair.

24 Okay. Now we have a communication -- if we

25 look down here -- that Ken Woloson looks at the

1 agreement, the purchase and sale agreement, and calls

2 out the various obligations on Exhibit A to the

3 purchase and sale agreement; right?

4 MR. LIONEL: Where's that?

5 MR. SIMONS: Second page.

6 MR. LIONEL: May I have your question,

7 please -- again, Ms. Reporter?

8 BY MR. SIMONS:

9 Q. Oh, I'm just asking her to confirm that the

10 Exhibit A from the purchase and sale agreement is being

11 called out by Ken Woloson in response to some of these

12 e-mail communications.

13 A. He -- he listed it, yes.

14 Q. Okay. Was there any communication -- because

15 I didn't see anything it says from -- be yourself or

16 Sig Rogich that says the obligation owed to Nanya

17 Vegas, LLC is not owed. Are there any that haven't

18 been produced?

19 MR. LIONEL: What are you referring to? What

20 document?

21 MR. SIMONS: Well, this January 22, 2009,

22 timeframe.

23 MR. LIONEL: That one page? What are you

24 referring to, Counsel?

25 \\\

1 MR. SIMONS: Well, hold on.

2 BY MR. SIMONS:

3 Q. Remember we looked at the accounting records,

4 the QuickBooks from Eldorado Hills once you took over

5 after October 2009?

6 A. Yes.

7 Q. And we looked at January 1, 2009, that there

8 was a zeroing out of the \$1.5 million that represented

9 Nanyah's investment?

10 A. I did not say that.

11 Q. Well, that's what -- it zeroes it out,

12 doesn't it?

13 MR. LIONEL: Well -- well --

14 BY MR. SIMONS:

15 Q. It zeroes out --

16 A. It's a loan.

17 Q. -- a \$1.5 million obligation; is that fair?

18 MR. LIONEL: Object to the argument.

19 BY MR. SIMONS:

20 Q. It zeros out \$1.5 million obligation. Is

21 that a fair way to characterize it?

22 A. It zeroes out the account.

23 Q. Okay. Now, that's in January 1, 2009. So

24 here we're talking three weeks later. In this e-mail

25 communication, there's no reference that the amount of

1 1.5 million to Nanya Vegas is being called out as not  
 2 being obligation, is there?  
 3 MR. LIONEL: Are you asking for a negative?  
 4 BY MR. SIMONS:  
 5 Q. Yes, that's what I'm saying. Do you see it  
 6 anywhere in this -- and we'll take the time to go  
 7 through it.  
 8 A. Is Nanya mentioned in this -- this e-mail?  
 9 Q. Yes. Other than what we just looked at,  
 10 showing that there's a \$1.5 million call-out.  
 11 A. I -- no, it's not mentioned in this e-mail.  
 12 Q. Okay. Was there any communications going on  
 13 with Carlos or Ken at this -- with Carlos saying, "Hey,  
 14 the obligation owed to Nanya of 1.5 million is not  
 15 going to be paid?  
 16 A. I am not aware of any.  
 17 Q. That's all -- all I'm asking is for you. If  
 18 you didn't have, that's fair. So I understand you  
 19 didn't have any.  
 20 A. I did not.  
 21 (Exhibit 31 marked.)  
 22 MR. LIEBMAN: Is this 31?  
 23 MR. SIMONS: Yes.  
 24 BY MR. SIMONS:  
 25 Q. Okay. Are you familiar with Exhibit 31?

1 A. Yes.  
 2 Q. What is it?  
 3 A. Promissory note.  
 4 Q. For 10 million-three?  
 5 A. Yes.  
 6 Q. And why is this promissory note being entered  
 7 into?  
 8 A. The -- let's see.  
 9 MR. LIONEL: I'm going to object. Calls for  
 10 speculation. There's no foundation.  
 11 MR. SIMONS: She said she's familiar with it.  
 12 So I'm exploring that foundation.  
 13 THE WITNESS: Pete bought the note from  
 14 Kingston, who owned it.  
 15 BY MR. SIMONS:  
 16 Q. Is that the 16 million refinance?  
 17 A. Yes.  
 18 Q. Okay. And Kingston was the lender who played  
 19 placed that \$16 million note?  
 20 A. No.  
 21 Q. How did it -- Kingston is a new name to me.  
 22 So I -- can you explain Kingston's involvement in that  
 23 transaction?  
 24 A. They bought the loan from the FDIC.  
 25 Q. Got you. Okay.

1 But when Kingston bought it, it was in -- it  
 2 was not in a default status?  
 3 A. Correct.  
 4 Q. Okay. Was Pete able to negotiate a discount  
 5 from Kingston?  
 6 A. Yes.  
 7 Q. Do you know the discount rate?  
 8 A. I don't. It was 16 million and then he paid  
 9 the 10.3.  
 10 Q. So that was his discount?  
 11 A. Yes.  
 12 Q. We can do the math? Okay.  
 13 So did he buy the obligation or did he payoff  
 14 the obligation and then receive the promissory note  
 15 payable from Eldorado directly to him? Because this  
 16 looks like to me that he paid off the original  
 17 obligation.  
 18 A. I believe so.  
 19 Q. Okay. Did Sig Rogich have to contribute any  
 20 amounts to the Kingston purchase?  
 21 A. No.  
 22 Q. Was that Kingston purchase discussed with  
 23 Sig?  
 24 A. Yes.  
 25 Q. And I'm assuming Sig agreed to it and said,

1 "Yeah. Great idea?"  
 2 A. Yes.  
 3 Q. Because you just got a \$6 million essential  
 4 discount for it.  
 5 A. (Witness nods.)  
 6 Q. And if you look under this promissory  
 7 note -- and it has the deed of trust attached.  
 8 Is that Sig Rogich signing on behalf of the  
 9 Eldorado, LLC?  
 10 A. Which number?  
 11 Q. That would be page --  
 12 MR. LIONEL: That is not a promissory. It's  
 13 only --  
 14 BY MR. SIMONS:  
 15 Q. Let's go through -- let's walk through it.  
 16 Page 3 of the exhibit -- so page 2 of the  
 17 exhibit shows the signatures on promissory note; right?  
 18 A. Yes.  
 19 Q. And Teld is being signed off by Peter Eliades  
 20 as the managing member?  
 21 A. Yes.  
 22 Q. And the Rogich Family Irrevocable Trust is  
 23 the manager being signed off by Sig Rogich?  
 24 A. Yes.  
 25 Q. And if we flip through, we reviewed the deed

1 of trust that the companies --

2 MR. LIONEL: The deed of trust starts on

3 paragraph 10. The rest of it's gone. It's not there.

4 It's not a complete deed of trust.

5 MR. SIMONS: Hold on. What are you talking

6 about, Sam?

7 MR. LIONEL: Okay. Well, it seems to me --

8 BY MR. SIMONS:

9 Q. Well, let's go to page RT2202. Do you see

10 that, where there's a --

11 MR. LIONEL: 2202.

12 BY MR. SIMONS:

13 Q. There's a recorder stamp on it up here at the

14 top. Yes?

15 A. Yes.

16 Q. Okay. The next page is called a Short Form

17 Deed of Trust and Assignments Of Rent. The next page

18 is signed off by as Peter Eliades and Sig Rogich. Then

19 there's --

20 MR. LIONEL: Then there's paragraph 10. The

21 signature page is in the wrong place.

22 BY MR. SIMONS:

23 Q. Here's what we want to do --

24 MR. LIONEL: Well, what about paragraph 29?

25 \\

1 MR. SIMONS: Well, this is a document that

2 Rogich Trust prepared. So if there's an error with

3 this document that you produced, you can take care of

4 it, and you guys can get me the correct one.

5 MR. LIONEL: No. But you are asking

6 questions with respect to the Deed of Trust and the

7 Deed of Trust is not there, except for one page?

8 MR. SIMONS: Okay. Are you going to provide

9 the remainder of the document?

10 MR. LIONEL: No.

11 MR. SIMONS: Okay. Why not?

12 MR. LIONEL: Because it's your duty

13 to -- you're asking questions, Counsel.

14 MR. SIMONS: All right. Are you going to

15 produce it -- are you going to supplement this?

16 Because you have a duty to provide --

17 MR. LIONEL: I have no idea. I don't know

18 where the rest of it is. I'm not aware of it.

19 No foundation to the question.

20 MR. SIMONS: Okay. I will make a note of

21 that, and I will send you a letter. How's that? We'll

22 do it that way. Good?

23 MR. LIONEL: Good.

24 And I will still refuse.

25 MR. SIMONS: And what?

1 MR. LIONEL: I said, "I will still refuse."

2 MR. SIMONS: I wouldn't expect anything less.

3 MR. LIONEL: Thank you.

4 (Exhibit 32 marked.)

5 BY MR. SIMONS:

6 Q. Okay. Here's Exhibit 32. So Exhibit 32 is

7 Nanyah's written consent of the managers of Eldorado

8 Hills, LLC for the \$10.3 million loan; right?

9 A. Yes.

10 Q. So it calls out the managers of Eldorado

11 Hills, LLC as of June 2009 is both Teld and the Rogich

12 Family Irrevocable Trust; right?

13 MR. LIONEL: What -- what -- what -- what's

14 that question?

15 Do you understand it?

16 BY MR. SIMONS:

17 Q. Did you have difficulty with the question?

18 A. Just repeat the question, and I'll be good.

19 Q. Sure.

20 It calls out that this is a unanimous written

21 consent of the managers of Eldorado Hills; correct?

22 MR. LIONEL: Counsel, objection. Document

23 speaks for itself.

24 BY MR. SIMONS:

25 Q. Okay. You understand that that's what we're

1 looking at?

2 A. Yes.

3 Q. Tell me who the two managers are of Eldorado

4 Hills who signed off on this written consent on June

5 25, 2009.

6 A. Peter Eliades and Sig Rogich.

7 Q. Okay. And they signed on behalf of Teld, LLC

8 and the Rogich Family Irrevocable Trust, LLC; correct?

9 A. Yes.

10 Q. And both those entities were not only

11 managers, but they were members in the Eldorado Hills,

12 LLC, as of June 25, 2009; right?

13 MR. LIONEL: Objection. No foundation.

14 THE WITNESS: As far as I'm aware.

15 MR. SIMONS: All right.

16 (Exhibit 33 marked.)

17 BY MR. SIMONS:

18 Q. I will have you look at Exhibit 33.

19 MR. LIONEL: Is that 33?

20 MR. SIMONS: Exhibit 33.

21 BY MR. SIMONS:

22 Q. Are you familiar with this document?

23 A. Yes.

24 Q. What is it?

25 A. Revolving Credit Note.

1 Q. And the borrower is Eldorado Hills, LLC?

2 A. Yes.

3 Q. And the lender is Sigmund -- excuse me, the

4 Rogich Family Trust?

5 A. Yes.

6 Q. Why is the Rogich Family Trust entering into

7 a \$1 million revolving credit note with Eldorado on

8 June 25, 2009?

9 A. Because they were paying money for operating

10 costs to Eldorado Hills.

11 Q. So they were entering into a loan

12 relationship with Eldorado Hills to be paid back monies

13 that they advanced?

14 A. Correct.

15 Q. Was Eliades Trust also -- excuse me.

16 Was Teld advancing monies to Eldorado Hills

17 under promissory note as well?

18 A. I believe so.

19 Q. For another million dollars?

20 A. I believe so.

21 Q. So both the Rogich Family Irrevocable Trust

22 and Teld were providing operating funds to Eldorado

23 Hills as loans, not as capital contributions, after

24 June 25, 2009?

25 A. I don't recall.

1 Q. Was it at least part of the purpose?

2 A. Part of it.

3 Q. Okay. When funds were needed by Eldorado

4 Hills for operating expenses and Eldorado Hills

5 borrowed the money from Teld and the Rogich Trust, were

6 the advancements made in proportion to their membership

7 interest in that entity?

8 A. Sometimes.

9 Q. And sometimes not?

10 A. Yes.

11 Q. Why would they sometimes not?

12 A. Logistics.

13 Q. So if -- who was advancing more money?

14 A. I don't know.

15 Q. So if one party advanced more money than the

16 other member, it would be -- the repayment would be

17 treated -- well, how would the repayment be treated?

18 That's a bad question. Let's just not even

19 go with that one.

20 A. Okay.

21 (Exhibit 34 marked.)

22 MR. SIMONS: This is 34.

23 (Exhibit 35 marked.)

24 MR. SIMONS: This is 35.

25 (Exhibit 36 marked.)

1 MR. SIMONS: And here's 36.

2 BY MR. SIMONS:

3 Q. Okay. Starting with Exhibit 34, what is it?

4 A. Let's see. It is a sub-ledger for notes

5 receivable due from Eldorado Hills that came from the

6 QuickBooks of the Rogich Family Irrevocable Trust.

7 Q. Okay.

8 Now tell me what Exhibit 35 is.

9 A. Sub-ledger for notes payable to the Rogich

10 Family 2004 Irrevocable Trust from Eldorado Hills

11 QuickBooks.

12 Q. Okay. Are you responsible for maintaining

13 the QuickBooks and accounting for both the 2004 Rogich

14 Family Irrevocable Trust and Eldorado Hills at or about

15 this timeframe?

16 A. Yes.

17 Q. Okay. Would Eldorado Hills have another

18 sub-ledger that would show notes payable to Teld?

19 A. Yes, I believe so.

20 Q. Do you know what amounts were owed to Teld at

21 or about February 15, 2015?

22 A. No.

23 Q. And what's Exhibit 36?

24 A. Let's see. Line of credit calculator to

25 determine the interest component on the amount owed to

1 the Rogich 2004 Family Irrevocable Trust.

2 Q. Do you use this type of calculator for

3 determining amounts that have been lent by the Rogich

4 2004 Family Irrevocable Trust?

5 A. Sometimes.

6 Q. Did you -- are you the one who is responsible

7 for Exhibit 36?

8 A. I can't recall.

9 Q. Okay.

10 (Exhibit 37 marked.)

11 BY MR. SIMONS:

12 Q. This is Exhibit 37. Exhibit 37 is the First

13 Amendment To Amended And Restated Operating Agreement

14 With Eldorado Hills, signed off by Teld and the Rogich

15 Family Irrevocable Trust, dated as of June 25, 2009.

16 Do you see that?

17 A. Yes.

18 Q. Okay. So this June 25, 2009, kind of a lot

19 of action's happening. Eliades is paid off, the FDIC

20 required the note from Kingston, we have got some

21 promissory notes, lines of credit, and now we have this

22 First Amendment -- First Amendment to the Amended And

23 Restated Operating Agreement.

24 Do you know why this -- Exhibit 37 is being

25 executed as of June 25, 2009?

1 A. I do not.

2 Q. So you see down on -- under Item 1 it says,

3 "The opening paragraph, 4.1, of the agreement shall be

4 amended to reflect the ownership of the company to be

5 50 percent Teld and 40 Rogich Trust."

6 Do you see that?

7 A. I do.

8 Q. Do you know why Teld and the Rogich Trust are

9 attempting to change the ownership interests in the

10 Eldorado Hills as of June 25, 2009?

11 A. I do not.

12 Q. Okay.

13 (Exhibit 38 marked.)

14 BY MR. SIMONS:

15 Q. Exhibit 38. Okay. Exhibit 38 is a series of

16 e-mails. Let's look at the very back one, if you don't

17 mind.

18 A. (Witness complies.)

19 Q. It starts with August 3rd. John

20 Spilotro -- is that you spell it -- say it?

21 A. Spilotro.

22 Q. Spilotro. S-p-i-l-o-t-r-o.

23 It says, "Eldorado and up-shop. The Eliades

24 Survivor Trust is buying out the Rogich Family

25 Irrevocable Trust interest in Eldorado Hills."

1 Now, I'm using this in an event. Was there

2 disagreements occurring between Sig Rogich and Pete

3 Eliades as to the operation of Eldorado Hills leading

4 up to this transaction?

5 A. Yes.

6 Q. What was going on? What was the dispute

7 going on between them?

8 A. I don't know specifics.

9 Q. What about the generalities, what was going

10 on?

11 A. They just were disagreeing about the

12 operation of the property.

13 Q. Did Mr. Rogich believe that there was

14 a -- Mr. Eliades was overspending on the property,

15 requiring too much in terms of capital contributions

16 and involvements being made to Eldorado Hills?

17 A. Yes.

18 Q. So who first approached the subject of the

19 Rogich Family Irrevocable Trust getting out of the

20 deal?

21 A. Pete.

22 MR. LIONEL: Objection. Foundation.

23 BY MR. SIMONS:

24 Q. Okay. Go ahead.

25 A. Pete.

1 Q. How was it brought up?

2 A. I don't recall.

3 Q. Was it tense? Was it kind of, "Look, this

4 just isn't working?" How was it going down?

5 A. I don't remember.

6 Q. Okay.

7 It calls out that under Sig's agreement with

8 Carlos that there would be an obligation to pay Carlos

9 from further distributions and proceeds. That's called

10 out in the purchase agreement. Do you see that

11 reference?

12 A. Yes.

13 Q. Okay. Did you have discussions with Sig --

14 MR. LIONEL: Where is it in here?

15 MR. SIMONS: Keep reading the paragraph.

16 MR. LIONEL: At the end of it?

17 MR. SIMONS: It's right in the middle.

18 MR. LIONEL: In the middle of the last page?

19 MR. SIMONS: Yes.

20 BY MR. SIMONS:

21 Q. What were the discussions that were going on

22 about whether or not Carlos had to be paid as a result

23 of this transaction?

24 A. I don't remember.

25 Q. Do you remember that discussions were

1 occurring?

2 A. I remember a lot of discussions occurring

3 around this agreement.

4 Q. Okay. Was there discussions about, "Wait a

5 minute. There's still obligations owed to Nanya"?

6 A. I don't recall any.

7 Q. Do you recall being -- Nanya being mentioned

8 at all?

9 A. I don't.

10 Q. Do you recall who was supposed to be

11 responsible for paying Nanya the 1.5 million and being

12 invested into Eldorado Hills?

13 A. I don't recall that coming up.

14 Q. Well, you knew back in 2008 when the

15 transaction went down between Sig and Carlos that Nanya

16 was called out for as 1.5 million being invested into

17 Eldorado Hills --

18 MR. LIONEL: Objection. It doesn't say that

19 at all.

20 MR. SIMONS: It sure says that. She's

21 already testified to it; so I'm not --

22 MR. LIONEL: Potential claimant.

23 BY MR. SIMONS:

24 Q. Okay. And we know that 1.5 million went into

25 Eldorado Hills for Nanya. And under the agreement, Sig

1 confirmed that that was an obligation. What transpired  
 2 between October of 2008 -- we're now in August  
 3 2012 -- with regards to that obligation owed to Nanya?  
 4 A. I don't know.  
 5 Q. Were you having any communications with Sig  
 6 about, "Hey, how are we going to handle Nanya"?  
 7 A. No.  
 8 Q. It was never brought up?  
 9 A. Not that I recall.  
 10 Q. No letter was ever written to Nanya saying,  
 11 "Hey, we've got this interest that we want to remedy or  
 12 rectify"?  
 13 A. Not that I recall.  
 14 Q. Did you ever communicate with Carlos and say,  
 15 "Carlos, how are we going to handle this Nanya  
 16 investment?"  
 17 A. Yes.  
 18 Q. Okay. When?  
 19 A. 2008.  
 20 Q. Okay. So before the deal went down?  
 21 A. Uh-huh. And directly after.  
 22 Q. And then how -- directly after, what was  
 23 discussed?  
 24 A. That Carlos would handle it.  
 25 Q. Carlos said he was going to handle it?

1 A. We didn't even know who Nanya was.  
 2 Q. What exactly did Carlos say?  
 3 A. I don't remember exactly, but Carlos said, "I  
 4 will handle Nanya."  
 5 Q. And why wasn't that put into the documents  
 6 that were signed by Rogich?  
 7 MR. LIONEL: Objection. Calls for  
 8 speculation.  
 9 MR. LIEBMAN: Object as to form.  
 10 BY MR. SIMONS:  
 11 Q. Do you know why it wasn't put in there?  
 12 A. No.  
 13 Q. Okay. So as of August 2012, at least from  
 14 your perspective, there's no consideration as to  
 15 Nanyah's -- how to handle Nanyah's 1.5 million?  
 16 MR. LIONEL: Can you repeat that question?  
 17 MR. SIMONS: Sure. You can repeat that one.  
 18 THE WITNESS: No, that's not a question.  
 19 What's the question?  
 20 BY MR. SIMONS:  
 21 Q. Sure. Okay.  
 22 So is it fair to say that as of August 2012,  
 23 you're not concerned about moving forward with  
 24 addressing Nanyah's \$1.5 million investment?  
 25 A. That was not my responsibility.

1 Q. Okay. That's what I'm focusing on. But you  
 2 are not even -- it's not even on your task list or not  
 3 even your responsibility, you're not paying attention  
 4 to it?  
 5 A. Correct.  
 6 Q. Okay. What, to your knowledge, was Sig  
 7 Rogich doing with regards to that 1.5 million?  
 8 A. My understanding was that it was Carlos'  
 9 responsibility --  
 10 Q. Okay. Is that what Sig Rogich told you?  
 11 A. -- to discuss them.  
 12 No.  
 13 Q. Okay. Well, then who told you that?  
 14 A. Carlos.  
 15 Q. Okay. So let me get this right: Before the  
 16 October 30, 2008, documents are signed, there's a  
 17 meeting with you, Carlos and Sig where Nanyah's  
 18 investments brought up and then Carlos has the  
 19 distribution of 1.42 million that is communicating;  
 20 right?  
 21 A. Yes.  
 22 Q. Deal is signed and Nanyah's Investments  
 23 called out for in all the deal document. Then after  
 24 the deal's all signed, there's another meeting where  
 25 Carlos says, "I'll take care of Nanya."

1 A. Yes.  
 2 Q. Okay. Who attended that other meeting that  
 3 happened right after the deal was signed?  
 4 A. Carlos, me, Sig, that I recall.  
 5 Q. Where did it take place?  
 6 A. I don't know for sure.  
 7 Q. Do you remember the date?  
 8 A. No.  
 9 Q. And was there any documentation that was  
 10 prepared where the purchase agreement was amended  
 11 saying Carlos will be responsible for that \$1.5 million  
 12 deal?  
 13 A. That's not what I said.  
 14 Q. Oh, I'm asking you. Was there any  
 15 documentation prepared purporting to memorialize  
 16 this --  
 17 A. No. Because that's not what I said.  
 18 Q. Well, what did you say? Tell me.  
 19 A. I said that Carlos was responsible for  
 20 corresponding with Nanya. He said, "I will handle the  
 21 corresponding with Nanya."  
 22 You said, "Did I write a letter?" No, I  
 23 didn't write a letter. Carlos said he would take care  
 24 of the correspondence with Nanya. I did not even know  
 25 who Harlap was.

1 Q. Okay. So to your knowledge, what steps did  
2 Carlos take to communicate with Nanya with regard to  
3 the 1.5 million?  
4 A. I do not know. He mentioned something at one  
5 point, but I don't remember what that was.  
6 Q. Okay.  
7 Did you see on Exhibit 38 -- let's turn to  
8 page SR2364.  
9 A. Yes.  
10 Q. Are you there?  
11 It's under Carlos Item No. 3. It talks about  
12 the obligation owed by Sig to Carlos for the  
13 acquisition of Go Global's interest in Eldorado Hills;  
14 right?  
15 A. And I'm sorry, what was that? It says --  
16 Q. Well, you understood that under the purchase  
17 agreement where the Rogich Trust acquired Go Global's  
18 interest that there would be an obligation to pay  
19 Go Global \$2.7 million on certain events?  
20 A. Yes.  
21 Q. And the way this deal was structured, there  
22 would be a way to avoid having a triggering event to  
23 pay the \$2.7 million; right?  
24 A. I did not consider that.  
25 Q. Okay. Were you involved in the

1 communications with regards to it?  
2 A. Yes.  
3 Q. Okay. Well, what was -- was there any  
4 consideration to the way the deal was structured so  
5 there wouldn't be any payment to Go Global?  
6 A. No.  
7 Q. Okay. That was just a side benefit?  
8 A. I don't know if that's a benefit.  
9 Q. Avoiding payment of \$2.7 million would seem  
10 to be a benefit to me. Was it considered a benefit by  
11 Mr. Rogich?  
12 A. I don't -- I don't agree with you saying it's  
13 a benefit.  
14 Q. Okay. Was this August 2012 timeframe, were  
15 you also having communications with Carlos about his  
16 attempt to sell the Eldorado Hills project?  
17 A. I don't recall. I don't recall that.  
18 Q. Do you recall that he was undertaking those  
19 efforts?  
20 A. At that time, I don't recall that.  
21 Q. Do you recall between 2008 and 2012 that's  
22 what Carlos Huerta was trying to do?  
23 A. No.  
24 Q. Okay. Do you know why the transaction was  
25 structured -- well, let me get to it, I guess. It's in

1 some other e-mails.  
2 If you turn to page 3 -- 2362, there's an  
3 e-mail up at the top. Do you see on August 6, 2012,  
4 there where it says, "Sig owes 40 percent." It says  
5 'owes,' but so he owns 40 percent and he owns 38.88."  
6 Can you explain that difference to me?  
7 A. I'm sorry, where are you? Here?  
8 Q. Yes. Right there.  
9 A. Because that was the percentage that Sig  
10 owned, given the other interest.  
11 Q. So we had Sig originally starting out at  
12 33 1/3 percent; right, after he -- after the  
13 October 2008 transactions?  
14 A. Yes.  
15 Q. Okay. And then the document shows that he  
16 acquired another 6.67 percent; so wouldn't that make  
17 it -- I'm getting -- where do you come up with  
18 38.88 percent?  
19 A. Off the top of my head, just looking at  
20 this --  
21 Q. Yes.  
22 A. -- I don't know. But that is probably the  
23 40 minus the Robert Ray and Eddyline.  
24 Q. Oh, okay. Good.  
25 So as of August 2012, Mr. Rogich is honoring

1 Robert Ray and Eddyline's investment into Eldorado  
2 Hills?  
3 A. Yes.  
4 Q. Okay. Why is he not honoring Nanya's  
5 investment into El Dorado Hills?  
6 A. That is -- was not my understanding.  
7 Q. I don't understand what that means. Why is  
8 he not honoring Nanya's investment?  
9 A. That was not my understanding why. You can  
10 ask him that.  
11 Q. Well, I'm asking you.  
12 A. Well, I can't answer for him.  
13 Q. Okay. Well, did you have discussions with  
14 him about it?  
15 A. No.  
16 Q. He just told you, "Just ignore Nanya"?  
17 A. He didn't tell me anything about Nanya.  
18 Q. Did he tell you to ignore Nanya?  
19 A. No.  
20 Q. Did he say, "We're not going to pay that.  
21 That's going to be Carlos' responsibility"?  
22 MR. LIONEL: Asked and answered. Objection.  
23 BY MR. SIMONS:  
24 Q. Nothing like that?  
25 A. No.

1 Q. So from 2008 to 2012, Nanyah's involvement in  
2 Eldorado Hills was essentially just ignored?  
3 A. It was not my responsibility to deal with  
4 Nanya, ever.  
5 Q. Okay. But we know there was no reach outs by  
6 you to Nanya from 2008 to 2012. So what was  
7 transpiring as being part of your duties and functions  
8 on behalf of the Rogich Family Irrevocable Trust with  
9 regards to Nanya?  
10 A. Nanya was not my responsibility.  
11 Q. But -- so the answer is "nothing"? You were  
12 doing nothing from 2008 to 2012?  
13 A. Correct.  
14 Q. Okay.  
15 What was going on with CanaMex as of  
16 August 2012?  
17 A. That was not my responsibility.  
18 Q. That's okay. But what was going on with it?  
19 A. I don't know.  
20 Q. I thought your involvement was to oversee  
21 Rogich Trust investments into various LLCs?  
22 MR. LIONEL: Objection. Argumentative.  
23 MR. SIMONS: It's not argumentative.  
24 BY MR. SIMONS:  
25 Q. Am I mistaken?

1 A. It depends on what it is.  
2 Q. Okay. Well, did the Rogich Family  
3 Irrevocable Trust have an interest in CanaMex?  
4 A. Maybe.  
5 Q. Why do you say "maybe"?  
6 A. That was brought to my attention later.  
7 Q. What was brought to your attention later?  
8 A. That there was potentially something that  
9 said that Rogich Trust had an interest in CanaMex.  
10 Q. When was that brought to your attention?  
11 A. I don't remember.  
12 Q. Who brought it to your attention?  
13 A. I don't remember.  
14 Q. In what context was it brought to your  
15 attention?  
16 A. I do not remember.  
17 Q. So from your perspective, you have no  
18 understanding that Rogich Family Irrevocable Trust had  
19 any interest in CanaMex in 2006 through 2008 timeframe?  
20 A. I -- it was not on my radar.  
21 Q. You took -- so -- again, even if it's not on  
22 your radar, you might have knowledge of it.  
23 So did you have any knowledge from 2006 to  
24 2008 that the Rogich Family Irrevocable Trust asserted  
25 an interest in CanaMex, LLC?

1 MR. LIONEL: Objection. Asked and answered.  
2 THE WITNESS: I can't recall. I can't  
3 recall.  
4 BY MR. SIMONS:  
5 Q. Well, if it did, wouldn't that have been your  
6 responsibility if there was some financial obligations  
7 or commitments with regard to that investment?  
8 A. There were -- there was nothing that I knew  
9 about.  
10 Q. Oh, I understand.  
11 But I understood -- we started this earlier  
12 and I wrote it down -- that with regards to these  
13 various trusts, including the Rogich Family Irrevocable  
14 Trust, if it had any membership interests in various  
15 businesses, that was within your sphere of  
16 responsibility to maintain the books and records with  
17 regard to that investment. Is that --  
18 A. No.  
19 Q. No?  
20 A. Not for the entire LLC.  
21 Q. Understood.  
22 Only for the Rogich Family Irrevocable Trust  
23 interest in that LLC?  
24 A. They did not have any assets in the -- the  
25 Rogich Family Trust did not have any assets in Canamex,

1 LLC.  
2 Q. Okay.  
3 (Exhibit 39 marked.)  
4 BY MR. SIMONS:  
5 Q. Okay. So are you familiar with the  
6 Satisfaction of Promissory Note In Relation Of  
7 Security?  
8 A. I'm sure I have seen it before, but I don't  
9 recall.  
10 (Exhibit 40 marked.)  
11 BY MR. SIMONS:  
12 Q. Did you understand the Rogich Family Trust  
13 received payment from Pete Eliades of \$682,080 for the  
14 entirety of the Rogich's Family Trust interest in  
15 Eldorado?  
16 Did you know that?  
17 A. I don't know that that was exactly what it  
18 was for.  
19 Q. What do you think it was for?  
20 A. I would have to look at the documents.  
21 (Exhibit 41 marked.)  
22 BY MR. SIMONS:  
23 Q. Let me give you Exhibit 41. Exhibit 41 looks  
24 like it was backdated to January 1, 2012. Membership  
25 Interests Assignment Agreement where Rogich is desiring



1 to transfer its 40 percent interest to -- where did it  
 2 go to? The Eliades Survivor Trust. Do you see that?  
 3 A. Yes.  
 4 Q. And do you see that if you look at the second  
 5 page of consideration to be tendered by Eliades to  
 6 Rogich for the membership interest, it would be  
 7 \$682,080. Do you see that?  
 8 A. Yes.  
 9 Q. And if you look at Exhibit 40 that I just  
 10 showed you, that's the check for that amount; right?  
 11 A. Yes.  
 12 Q. And that check is dated August 10, 2012?  
 13 A. Yes.  
 14 Q. And if you look up under the recitals, it  
 15 says, "Rogich has acquired a 40 percent interest that  
 16 has potential 1.12 percent interest of other holders  
 17 not of formal record with Eldorado."  
 18 Do you see that?  
 19 A. Yes.  
 20 Q. What does that mean?  
 21 MR. LIONEL: Where is that?  
 22 Okay. Thank you.  
 23 BY MR. SIMONS:  
 24 Q. What is that?  
 25 A. I do not know.

1 Q. Isn't that the Ray Family Trust and the  
 2 Eddyline Investments?  
 3 A. I believe so.  
 4 Q. And you know knew that they weren't of formal  
 5 record with Eldorado?  
 6 A. No. I don't know why that says that.  
 7 Q. Okay. But were they of formal record?  
 8 A. Yes.  
 9 Q. What's formal record to you?  
 10 A. They received K-1s.  
 11 Q. Okay. But they're not called out for in any  
 12 of the operating agreements we looked at, were they, as  
 13 being a formal member?  
 14 A. I don't recall that.  
 15 Q. You don't recall the operating agreement you  
 16 submitted?  
 17 A. No, I don't recall that being called out.  
 18 Q. Okay. Look at Exhibit 37.  
 19 A. 37?  
 20 Q. Do you see it?  
 21 A. Yes.  
 22 Q. Do you see under Item 1 of the operating  
 23 agreement it says, "Teld owns 60 percent and the Rogich  
 24 Trust owns 40 percent"?  
 25 A. Yes.

1 Q. It doesn't call out for Eddyline or the Ray  
 2 Family Trust owning a percentage, does it?  
 3 A. It does not?  
 4 Q. Yet, here it's calling out that there are  
 5 other potential investors of 1.12 percent that are not  
 6 of formal record; right?  
 7 A. Yes.  
 8 MR. LIEBMAN: Object as to form.  
 9 BY MR. SIMONS:  
 10 Q. So why is the Rogich Family Irrevocable Trust  
 11 selling 40 percent interest -- as it claims here under  
 12 this -- for \$682,000?  
 13 MR. LIONEL: Objection. Calls for  
 14 speculation.  
 15 THE WITNESS: I do not know.  
 16 BY MR. SIMONS:  
 17 Q. Look on page 2, Item 3C.  
 18 A. (Witness complies.)  
 19 Q. Claims that, "Rogich has not transferred,  
 20 sold, conveyed or any encumbrment of its 40 percent  
 21 interest to any other person or entity prior to this  
 22 agreement, except for the potential claims of  
 23 .95 percent held by the Robert Ray Family Trust and .17  
 24 held by Eddyline Investments, LLC."  
 25 Do you see that?

1 A. I do.  
 2 Q. Do you know why Nanya is not being called out  
 3 for -- under this agreement?  
 4 A. I do not.  
 5 Q. But as of -- were you involved in the review  
 6 of this document?  
 7 A. Yes.  
 8 Q. Okay. Well, you knew back when you reviewed  
 9 the 2008 purchase agreement that Nanya was a potential  
 10 claimant for an ownership interest in Eldorado Hills;  
 11 right?  
 12 A. Yes.  
 13 Q. Okay.  
 14 So four years later, you are looking over  
 15 this agreement, and you don't see Nanyah's name being  
 16 called out for, again, as potential claimant; right?  
 17 A. Right.  
 18 Q. Okay. Why aren't you bringing it to  
 19 anybody's attention that Nanya is not being addressed  
 20 in this agreement?  
 21 A. Nanya was not my responsibility.  
 22 (Exhibit 42 marked.)  
 23 BY MR. SIMONS:  
 24 Q. I am giving you Exhibit 42. This is a  
 25 document delivered earlier. Are you familiar with what

1 the format of what this document shows?

2 A. Yes.

3 Q. What's it depicting. In terms of its format?

4 A. QuickBooks.

5 Q. Okay. And do you see that under the

6 QuickBooks, it shows that it's called out as a general

7 journal transaction August 21, 2012, for Peter Eliades

8 Enterprises?

9 A. I do.

10 Q. Do you see where it shows that there's a

11 debit for \$682,080?

12 A. Yes.

13 Q. What does the debit on this QuickBooks format

14 represent?

15 MR. LIONEL: Are you asking if she knows or

16 is it based on her experience or what?

17 MR. SIMONS: Yes. Based on -- from my

18 perspective, she's an expert in QuickBooks because she

19 works with them. And these programs are designed to

20 represent certain information and to control certain

21 information.

22 BY MR. SIMONS:

23 Q. So I'm asking her: Based upon your knowledge

24 of QuickBooks, what is the debit column supposed to

25 represent?

1 A. It's hard to tell because you don't have the

2 entire accounts showing. So I can't answer that for

3 sure without seeing the entire account.

4 Q. Okay.

5 A. Debits to bank accounts are deposits,

6 typically.

7 Q. So we know the \$682,080 is broken down into

8 two components, 600,000 principal and some interest;

9 right?

10 A. Yes.

11 Q. And we don't know when this alleged

12 transaction actually occurred, it's just showing as

13 being booked on August 21, 2012; right?

14 A. Yes. For the record, these aren't my

15 QuickBooks.

16 Q. Understood.

17 A. Okay.

18 (Exhibit 43 marked.)

19 BY MR. SIMONS:

20 Q. This is Exhibit 43. Are you familiar with

21 Exhibit 43?

22 A. Yes.

23 Q. Okay. It's a bank statement for the Rogich

24 Family Trust September of 2012; right?

25 A. Yes.

1 Q. And it shows that there is a deposit of

2 \$682,080 on August 15th; correct?

3 A. Yes.

4 (Exhibit 44 marked.)

5 BY MR. SIMONS:

6 Q. Have you look at Exhibit 44.

7 A. (Witness complies.)

8 Q. Okay. Exhibit 44, are you familiar with

9 this?

10 A. Yes.

11 Q. Are you the one who prepares these types of

12 checks?

13 A. Sometimes.

14 Q. Do you recall preparing this one?

15 A. No.

16 Q. Okay. This represents a payment to Peter

17 Eliades of \$682,080.

18 A. Yes.

19 Q. Do you know why this payment was being made

20 on August 15, 2012?

21 A. The payment on the promissory note.

22 Q. So as of August 2012, Sig Rogich is receiving

23 682,000 for his 40 percent interest in Eldorado Hills

24 and immediately taking that money and paying it back to

25 Peter Eliades under a prior note?

1 A. Yes.

2 Q. Okay. What else is he receiving in exchange

3 for his release of membership interest in Eldorado

4 Hills?

5 A. Nothing.

6 Q. Well, didn't he also get some interest in

7 other entities?

8 A. Not for his interest in Eldorado Hills.

9 Q. That was for satisfaction related to the

10 other loans?

11 A. Correct.

12 Q. Okay. So let's get into those other loans.

13 Before we jump into that, let's go back to

14 Exhibit 41.

15 Are you there?

16 A. Yeah.

17 Q. Under "Recitals", look at D. "Teld and

18 Eliades have made significant financial contributions

19 to Eldorado, and Rogich is unable to pay its pro rata

20 share pursuant to Section 3.1 of the Eldorado Hills,

21 LLC operating agreement."

22 Do you see that?

23 A. Yes.

24 Q. What does this mean to you, that provision?

25 MR. LIONEL: Objection to the form of the

1 question.

2 THE WITNESS: Yeah. Ask me a different

3 question. I don't understand what you mean.

4 BY MR. SIMONS:

5 Q. Okay.

6 A. What does it mean? Because I want to read

7 the sentence back to you.

8 Q. Sure.

9 Well, as I understand it, you were

10 responsible for the cash flow and making sure that the

11 Rogich Family Irrevocable Trust was able to satisfy its

12 obligations in respect to Eldorado Hills, LLC.

13 A. Yes.

14 Q. And here we have a call-out that it says,

15 "Rogich is unable to pay its pro rata share." And why

16 was it unable to pay its pro rata share in August of

17 2015 timeframe?

18 I misspoke, August of 2012 timeframe.

19 MR. LIONEL: Objection. Calling for

20 speculation.

21 THE WITNESS: I do not know.

22 BY MR. SIMONS:

23 Q. Well, wasn't it your job to worry -- and

24 manage the cash flow for the Rogich Family Irrevocable

25 Trust?

1 A. Yes.

2 Q. So if you don't know and it's your job to

3 manage the cash flow, who would know?

4 A. Pete Eliades.

5 Q. Okay. Well, Pete Eliades didn't manage the

6 Rogich Trust cash flow, did it -- did he?

7 A. No.

8 Q. So is this a true statement, that Rogich was

9 unable to pay its pro rata share of the obligations of

10 the Eldorado Hills, LLC?

11 MR. LIONEL: It still calls -- calling for

12 speculation.

13 THE WITNESS: Yes.

14 BY MR. SIMONS:

15 Q. Yes, that is a true statement?

16 A. Yes.

17 Q. But what was the Rogich Trust financial

18 condition in August of 2012 that it was unable to pay

19 its pro rata share of capital or operating expenses for

20 Eldorado Hills, LLC?

21 A. Eldorado Hills, LLC was making expenditures

22 that the Rogich Family Trust was not aware of until

23 after they had been made.

24 Q. Okay. So how did that impact or relate to

25 the Rogich Trust obligation to pay its pro rata share

1 or the operating expenses in the Eldorado Hills, LLC?

2 A. How did it relate? How did -- ask it again.

3 Q. Okay.

4 You said Mr. Eliades is making expenditures.

5 A. Yes.

6 Q. Okay. He's coming to Sig Rogich saying, "Now

7 I want you to pay your pro rata share."

8 A. Yes.

9 Q. Okay. And this says the Rogich Trust was

10 unable to pay its pro rata share.

11 A. Yes.

12 Q. Okay. So what was the financial constraints

13 on the Rogich Trust not being able to pay its pro

14 rata share as required to under the operating

15 agreement?

16 MR. LIONEL: I am going to object on grounds

17 of calls for speculation.

18 MR. SIMONS: Here's what --

19 BY MR. SIMONS:

20 Q. You're not speculating. That was your job,

21 to manage the cash flow; right?

22 A. The cash flow --

23 Q. Right.

24 A. -- management of the Family Trust was my job.

25 Q. Okay.

1 A. Pete -- Eldorado Hills made expenditures that

2 the Rogich Family Trust and me were not aware of. So

3 if I say to you, "You owe me a million dollars. Pay me

4 now," do you have constraints?

5 Q. I don't know.

6 A. Right. I don't know.

7 Q. I look at the person who's managing. And so

8 your job was to manage it.

9 A. My job was to manage --

10 Q. Okay.

11 A. -- the Rogich Family Trust.

12 Q. Did it not have the money?

13 A. Eldorado Hills went and spent money. And

14 after the fact, asked for money.

15 Q. Okay. Let's start over.

16 How much money did they ask for?

17 A. I do not recall off the top of my head.

18 Q. More than 50,000?

19 A. Yes.

20 Q. Less than a million?

21 A. No.

22 Q. More than a million?

23 A. Yes.

24 Q. Okay. Was it a million in total or was that

25 just the Rogich Trust pro rata share of the

1 expenditure?

2 MR. LIONEL: Objections. Calls for

3 speculation.

4 THE WITNESS: I don't recall. I would have

5 to look that up.

6 BY MR. SIMONS:

7 Q. Okay. So the total expenditure could have

8 been a million and they came to you and said, "We want

9 400,000 now"?

10 A. Yes.

11 Q. Okay.

12 Or it could have been something larger and

13 they came to Sig and said, "We want a million dollars

14 now"?

15 A. It was at least 2.5 to 3 million --

16 Q. What was --

17 A. -- total expenditure.

18 Q. Okay. So 2.5 to 3 million, and Mr. Eliades

19 wants Sig to pay his 40 percent?

20 A. That's just one example.

21 Q. What other examples can you recall?

22 A. I can't recall. I know that's the biggest

23 example. And there was more than one.

24 Q. Okay.

25 A. Let me go back to -- this is like a long time

1 ago. Just so --

2 Q. All right.

3 So if I understand what you are saying:

4 Mr. Eliades, at least on one occasion said, "We --

5 Eldorado Hills has extended between 2.5 and 3 million.

6 And Mr. Rogich, we want you to you pay your

7 40 percent." In addition, this type of scenario

8 occurred on more than one occasion?

9 A. Correct.

10 MR. LIONEL: Let me have that question read

11 back, please.

12 (Record read.)

13 MR. LIONEL: Thank you.

14 BY MR. SIMONS:

15 Q. So in light of these significant demands for

16 contribution, is it fair to say that the Rogich 2004

17 Family Irrevocable Trust did not want to stay in

18 business in this LLC with Mr. Eliades and his entities?

19 MR. LIONEL: Well, that's calling for

20 speculation. Objection.

21 THE WITNESS: That's -- that's a question you

22 need to ask Sig.

23 BY MR. SIMONS:

24 Q. Well, to your understanding.

25 MR. LIONEL: Objection. No foundation.

1 THE WITNESS: Who is the Rogich Family Trust?

2 BY MR. SIMONS:

3 Q. I don't know. Who is it?

4 A. You just asked me, "Do they want to stay?"

5 And who is "they"?

6 Q. Oh, okay.

7 A. I say, "Ask Sig." He's the trustee. He's

8 the one that makes those decisions.

9 Q. Okay. Fair enough.

10 Did Mr. Eliades have the authority to make

11 those expenditures on behalf of Eldorado Hills, LLC?

12 MR. LIONEL: Objection. Calls for

13 speculation.

14 BY MR. SIMONS:

15 Q. To your knowledge.

16 MR. LIONEL: And calls for legal --

17 THE WITNESS: You would have to refer to the

18 operating agreement.

19 BY MR. SIMONS:

20 Q. Okay. I was asking to your understanding.

21 A. Yes.

22 (Exhibit 45 marked.)

23 MR. SIMONS: Do you guys mind if we take a

24 break so I can use the restroom? Okay.

25 (A short break was taken.)

1 BY MR. SIMONS:

2 Q. Okay. I'm going to give you Exhibit 45. Are

3 you familiar with Exhibit 45?

4 A. Yes.

5 Q. What is it?

6 A. It's a sub-ledger for notes receivable from

7 Blakely Island Holdings, Sig Rogich's QuickBooks.

8 Q. Okay. So are these amounts owed to Sig

9 Rogich from Blakely Island Holdings?

10 A. Yes. Amounts owed to Sigmund Rogich from

11 Blakely Island Holdings.

12 Q. What is Blakely Island Holdings, LLC -- or

13 what was it back in that timeframe, 2009?

14 A. Holding the interest of -- Sig's interests in

15 Upshot Entertainment.

16 Q. So is Blakely Highland Holding just a holding

17 company?

18 A. Yes.

19 Q. And what was the amount of the interest in

20 Upshot Entertainment?

21 A. 40 percent.

22 Q. 4-0?

23 A. Yes.

24 Q. Who owned the other 60?

25 A. Golden Hills, LLC.

1 Q. Do you know who the principals of Golden  
2 Hills were?

3 A. Telly Eliades and Anthony Eliades.

4 MADAM REPORTER: What was the first name?

5 THE WITNESS: T-e-l-l-y, Telly.

6 BY MR. SIMONS:

7 Q. Why was Sig advancing monies to Upshot  
8 Entertainment?

9 A. Upshot Entertainment ran the gun club.

10 Q. So it needed operating amounts?

11 A. Yes.

12 Q. In addition, was Sig -- because it called out  
13 Sigmund Rogich -- was he providing personal funds?

14 A. Yes.

15 Q. Was this note receivable -- I don't think I  
16 have seen one. Was it -- let me check real quick.

17 Oh, okay. Let's do this.

18 (Exhibit 46 marked.)

19 BY MR. SIMONS:

20 Q. Exhibit 46 is a million dollar revolving line  
21 of credit -- well, I call them revolving line of  
22 credits -- signed by Upshot Entertainment to Blakely  
23 Island Holdings. Is that --

24 A. Yes.

25 Q. -- is this the transaction that underlies the

1 advancement of funds by Sig Rogich to Upshot?

2 A. Yes.

3 Q. Okay. And why is -- to your knowledge, is  
4 Mr. Rogich entering into this revolving line of credit  
5 for Blakely Island Holdings for -- used by Upshot  
6 Entertainment in June of 2009?

7 A. I don't recall.

8 Q. So June 25, 2009, we know that we have two  
9 \$1 million lines of credit, one being made to Eldorado  
10 Hills and now one being made to Upshot, which is the  
11 operating company for the property; is that right?

12 A. No.

13 Q. Is there not --

14 A. Upshot's the operating company for the gun  
15 club.

16 Q. Okay. That's only the gun club?

17 A. Yes.

18 Q. Okay.

19 And so then if you look at the general  
20 ledger -- or excuse me, not the general ledger. What  
21 do we call this?

22 A. Sub-ledger.

23 Q. Sub-ledger.

24 The sub-ledger, this documents the advances  
25 that Sig made to Upshot Entertainment covering that

1 period of time.

2 A. Through Blakely High Island Holdings.

3 Q. Okay.

4 (Exhibit 47 marked.)

5 BY MR. SIMONS:

6 Q. I'm going to show you Exhibit 47. What is  
7 47?

8 A. 47 is a sub-ledger for notes receivable from  
9 Upshot Entertainment through -- this is from Blakely  
10 Island Holdings' QuickBooks.

11 Q. So why do we have two sub-ledgers? One for  
12 note -- hang on a second.

13 Exhibit 45 shows funds that Sig Rogich gave  
14 to Blakely Island Holdings, and Exhibit 47 shows the  
15 funds that Blakely Island Holdings then gave to Upshot?

16 A. Correct.

17 I'm hiring you for my accounting firm. That  
18 was quick.

19 (Exhibit 48 marked.)

20 BY MR. SIMONS:

21 Q. Okay. I just gave you 48. This is another  
22 similar line of credit calculator that we looked at  
23 earlier showing the amounts that would be owed, for  
24 what obligation?

25 A. For Blakely Island Holdings note receivable

1 to -- from Upshot Entertainment.

2 Q. Okay. Now consistent -- let's see.

3 (Exhibit 49 marked.)

4 BY MR. SIMONS:

5 Q. Exhibit 49. What does 49 tell us?

6 A. 49 is notes payable. This isn't a  
7 sub-ledger. This is a -- this a report on the notes  
8 payable account to Blakely Island Holdings from Upshot  
9 Entertainment quick reports -- or QuickBooks.

10 Q. Okay. So if we compare 47 -- excuse me, 48  
11 and 49, we see that the total amount borrowed on 48 is  
12 203,300, which is consistent with the amount being  
13 shown on Exhibit 49 for Upshot's own internal records?

14 A. Yes.

15 Q. Okay.

16 (Exhibit 50 marked.)

17 BY MR. SIMONS:

18 Q. This is Exhibit 50. Are you familiar with  
19 this document?

20 A. Yes.

21 Q. All right. What is it?

22 A. It's the written consent of the managers for  
23 them to enter into the revolving credit note for  
24 \$1 million.

25 Q. Did the Golden Hills members also provide

1 another \$1 million line of credit to Upshot as Blakely  
 2 Island Holdings did?  
 3 A. I believe so.  
 4 (Exhibit 51 marked.)  
 5 BY MR. SIMONS:  
 6 Q. Are you familiar with this document?  
 7 A. Yes.  
 8 Q. What is it?  
 9 A. This is the Membership Interest Assigned  
 10 Agreement between Eliades Survivor Trust and Blakely  
 11 Island Holdings.  
 12 Q. Okay. Let's walk through it a little bit.  
 13 Okay. We see that it talks about it in  
 14 Recital A. It says, "Eliades Survivor Trust owns all  
 15 of imitations." Right?  
 16 A. Yes.  
 17 Q. And then imitations in Recital B owns some  
 18 land?  
 19 A. Yes.  
 20 Q. Is that developed land?  
 21 A. No.  
 22 Q. Raw?  
 23 A. Yes.  
 24 Q. Under Item C, it talks about Blakely Island  
 25 Holdings currently holds a note, which we looked at

1 total amount 203,300; right?  
 2 A. Yes.  
 3 Q. And we looked at some of those exhibits  
 4 supporting that. And then under Recital D, it talks  
 5 about the Rogich Family Trust revolving line of credit  
 6 with Eldorado Hills showing a balance of 378,000;  
 7 right?  
 8 A. Yes.  
 9 Q. And then under Recital E, what the assigner  
 10 decides to do is transfer all of its interest and  
 11 imitations, 66 percent to the Rogich Family Trust and  
 12 34 percent Blakely Island Holdings; right?  
 13 A. Yes.  
 14 Q. And then that transfer of interest will  
 15 essentially satisfy the obligations under the two  
 16 promissory notes?  
 17 A. Yes.  
 18 Q. So in August, if I understand this  
 19 right -- and we'll put the timeframe, August 2012,  
 20 Sig Rogich transfers -- let me start over again so I  
 21 can stay consistent.  
 22 August of 2012, the Rogich Family Irrevocable  
 23 Trust transfers its 40 percent interest subject to  
 24 Eddyline of the Ray Family Trust to Mr. Eliades for the  
 25 payment of \$682,000.

1 MR. LIEBMAN: Object as to form.  
 2 MR. SIMONS: Did I get the wrong entity?  
 3 MR. LIEBMAN: What's that?  
 4 MR. SIMONS: Did I get the wrong entity?  
 5 MR. LIEBMAN: Yes. You said the Eliades.  
 6 MR. SIMONS: That's right. Let's do this: I  
 7 don't want to screw this up because we have gone all  
 8 day.  
 9 BY MR. SIMONS:  
 10 Q. August 2012, the Rogich Family Irrevocable  
 11 Trust transfers its 40 percent interest subject to  
 12 Eddyline and the Ray Family Trust to the Pete Eliades  
 13 Trust?  
 14 A. Yes.  
 15 Q. Okay. That then wipes out the Rogich Family  
 16 Trust membership interest in Eldorado, LLC?  
 17 A. Yes.  
 18 Q. Contemporaneously, what Mr. Rogich does, is  
 19 he takes the two promissory notes that he has money  
 20 owed to him, one to Blakely Island Holdings and one to  
 21 Eldorado Hills, and exchanges the debts due to him  
 22 under those promissory notes for the transfer of  
 23 ownership in Imitations, LLC?  
 24 A. Yes.  
 25 Q. So after --

1 MR. LIONEL: I'm sorry. Would you read that  
 2 answer -- long answer, please.  
 3 (Record read.)  
 4 BY MR. SIMONS:  
 5 Q. And she said yes.  
 6 Is that what you said?  
 7 A. Yes.  
 8 Q. We're getting close. Look at that.  
 9 A. Okay. It still looks like a lot of paper.  
 10 Q. Well, I have to make copies.  
 11 A. Oh, yeah. That's right.  
 12 (Exhibit 52 marked.)  
 13 BY MR. SIMONS:  
 14 Q. This is Exhibit 52. This is exhibit would be  
 15 the Rogich Family Irrevocable Trust Answers To  
 16 Interrogatories.  
 17 And do you see at page 2 it asks who assisted  
 18 in preparation of the responses, and it identifies you,  
 19 as well as Mr. Lionel. Do you see that?  
 20 A. Yes.  
 21 Q. Are you the person who provided the  
 22 substantive information with regards to these  
 23 interrogatories?  
 24 A. Yes.  
 25 Q. Okay. So if we look at Exhibit -- excuse me,

1 Interrogatory No. 4, it says, "Please identify when you  
 2 informed Carlos Huerta that you no longer had your  
 3 membership interest in Eldorado Hills, LLC."  
 4 And it says, "Early Fall 2012."  
 5 Did you communicate with Mr. Huerta in early  
 6 Fall of 2012 that the Rogich Family Irrevocable Trust  
 7 had transferred its interest to the Peter Eliades  
 8 Trust?  
 9 A. No, I didn't.  
 10 Q. Okay. Well, then how do you know the answer  
 11 is early Fall of 2012?  
 12 A. That is Sig's answer.  
 13 Q. So Sig Rogich provided some responses to  
 14 these questions?  
 15 A. He told me that and I told Sam.  
 16 Q. So you have no independent knowledge when or  
 17 if Sig Rogich actually communicated with Carlos Huerta  
 18 about Mr. Rogich no longer having any interests in  
 19 Eldorado Hills, LLC; is that --  
 20 A. Sig told me that he did.  
 21 Q. I know. But you don't have any independent  
 22 knowledge, other than what he told you?  
 23 A. Right. He told me at that time.  
 24 Q. At what time?  
 25 A. Early Fall 2012.

1 Q. That's what he told you?  
 2 A. He said -- yes, he told me.  
 3 Q. Okay.  
 4 Look at page 5, Interrogatory 13. It says,  
 5 "In regards to financial records that were kept by  
 6 Eldorado Hills from November 2008 to the present,  
 7 identify who --  
 8 A. All right. Sorry, where are you? Oh, 13.  
 9 Sorry. Okay.  
 10 Q. "Who kept the financial records, how they  
 11 were kept, which employees of Eldorado Hills or Sigmund  
 12 Rogich maintained them."  
 13 It identifies that you kept the financial  
 14 records on QuickBooks and that you were the employee,  
 15 along with Valerie Swan, who was responsible for  
 16 maintaining the records; is that accurate?  
 17 A. Yes.  
 18 Can I just add to that?  
 19 Q. Sure.  
 20 A. It says to present and Valerie passed away.  
 21 So I'm sure that that's not correct on the Eldorado  
 22 side after 2012.  
 23 Q. Well, let's keep this in mind because this  
 24 was dated as of July 29, 2014.  
 25 A. Oh, okay.

1 Q. So the present would have ended as of that  
 2 date.  
 3 A. Okay.  
 4 Q. Does that --  
 5 A. Sorry.  
 6 Q. No, no. That's okay. That's a fair answer.  
 7 So since that time -- since these  
 8 interrogatory answers were answered, Ms. Swan has  
 9 passed away?  
 10 A. Yes.  
 11 Q. Okay. And so then upon her passing, have you  
 12 been solely responsible for the Eldorado Hills --  
 13 A. No.  
 14 Q. Someone else has come in?  
 15 A. It's not my responsibility.  
 16 Q. Oh, because after 2012, you guys transferred  
 17 the books and records to Mr. Eliades, I'm assuming.  
 18 A. Yes.  
 19 Q. Okay.  
 20 A. She was his employee.  
 21 Q. Got it.  
 22 To your knowledge, has Mr. Eliades ever  
 23 denied that the Ray Family Trust has an interest in  
 24 Eldorado Hills, LLC?  
 25 MR. LIONEL: Objection. Calls for

1 speculation.  
 2 MR. SIMONS: I asked to her knowledge.  
 3 THE WITNESS: No.  
 4 BY MR. SIMONS:  
 5 Q. Same with Eddyline. To your knowledge, has  
 6 Mr. Eliades or his entities said that Eddyline does not  
 7 have an investment in Eldorado Hills?  
 8 A. No.  
 9 (Exhibit 53 marked.)  
 10 BY MR. SIMONS:  
 11 Q. We will mark this as Exhibit 53. Exhibit 53  
 12 are the Rogich Family Irrevocable Trust Responses To  
 13 Plaintiff's First Set Of Requests For Production.  
 14 Remember we talked a little bit earlier today about  
 15 requests for documents, and you said it was your  
 16 responsibility to go try to locate the information?  
 17 A. Yes.  
 18 Q. Now, in here, I want you to turn to page 5.  
 19 A. (Witness complies.)  
 20 Q. Do you see under request for production  
 21 No. 11? "Please produce copies of checks or any other  
 22 evidence of payment that you provided to Eric Rietz or  
 23 Craig Dunlap for the purchase of their former interest  
 24 in Eldorado Hills, LLC."  
 25 And it said, "Checks will be produced when

1 received from bank." Do you see that response?  
 2 A. I do.  
 3 Q. Did you obtain those checks from the bank?  
 4 A. No, we never received them.  
 5 Q. Did you take any efforts to try to receive  
 6 them?  
 7 A. I directed somebody to.  
 8 Q. Did you ever follow up on it?  
 9 A. I did not.  
 10 Q. And why didn't you ever follow up?  
 11 A. I did not have it on the list.  
 12 Q. Just slipped through the cracks?  
 13 A. Yes.  
 14 Q. Okay. You understand there were checks paid  
 15 to Eric Rietz and Craig Dunlap?  
 16 A. Yes.  
 17 Q. Were there also documents that Eric Rietz and  
 18 Craig Dunlap executed as part of the transfers?  
 19 A. Yes.  
 20 Q. Are those maintained by the Rogich Family  
 21 Irrevocable Trust?  
 22 A. Yes.  
 23 Q. Do you know if those have been produced?  
 24 A. I do not know.  
 25 Q. The reason I'm asking is: I don't think I

1 have seen them, although I might not have access to all  
 2 the documents.  
 3 MR. SIMONS: Do you know if they've been  
 4 produced?  
 5 MR. LIONEL: Sure. I have seen copies of  
 6 some.  
 7 MR. SIMONS: Okay.  
 8 THE WITNESS: I think you have them, clearly.  
 9 MR. SIMONS: Okay. I will write them down.  
 10 One last thing I need to check.  
 11 I don't have any further questions at this  
 12 time.  
 13 THE WITNESS: Okay.  
 14 MR. SIMONS: You're not done.  
 15 MR. LIONEL: I have none.  
 16 MR. LIEBMAN: I have a few, but it will  
 17 probably take five minutes.  
 18 THE WITNESS: Okay.  
 19  
 20 EXAMINATION  
 21 BY MR. LIEBMAN:  
 22 Q. Ms. Olivas, did you ever have any  
 23 communications with Pete Eliades about Nanya?  
 24 A. I did not, personally.  
 25 Q. Okay. Are you aware of any communications

1 that Pete had with Sig about Nanya?  
 2 A. I'm aware that they have had conversations.  
 3 Q. Okay. Do you know any of the details of  
 4 those conversations?  
 5 A. I do not.  
 6 Q. Do you know when those conversations took  
 7 place?  
 8 A. I do not.  
 9 Q. Okay. Did you ever have any conversations  
 10 with Dolores Eliades about Nanya?  
 11 A. I don't recall.  
 12 Q. How about Telly Eliades?  
 13 A. No.  
 14 Q. Okay. Do you remember having any  
 15 conversations with either Dolores or Telly about  
 16 Eldorado, in general?  
 17 A. Oh, yes.  
 18 Q. Okay. And was that back in 2008 or was that  
 19 more recent?  
 20 A. Dolores was 2008, Telly more recent.  
 21 Q. Okay. But none of those conversations  
 22 involved Nanya?  
 23 A. No, not with Telly.  
 24 Q. You had mentioned earlier in your testimony  
 25 that up until the October 30, 2008, transactions that

1 you guys were rushing to get those done. Do you recall  
 2 that?  
 3 A. Yes.  
 4 Q. And why was that?  
 5 A. The FDIC told us that if we didn't have the  
 6 loans for those transactions in place by  
 7 October 31st -- which is a holiday here for the title  
 8 company -- that they would still sell our loan on  
 9 November 1st as a default.  
 10 Q. Sell the loan to somebody else?  
 11 A. In the loan pool, yes.  
 12 Q. Okay. Were there threats of foreclosure?  
 13 A. Yes.  
 14 Q. Okay. So would it be fair to say that the  
 15 October 30th transactions were really kind of a last  
 16 resort to stave off foreclosure of the property?  
 17 A. Absolutely.  
 18 Q. Okay. Because if the property got foreclosed  
 19 on, then essentially everybody's investment in Eldorado  
 20 would be gone; correct?  
 21 A. Correct.  
 22 Q. Okay. So Pete coming in and providing those  
 23 funds essentially got Eldorado out of that pickle; is  
 24 that fair to say?  
 25 A. Yes.



1 Q. Ken Woloson, he was primarily involved with  
 2 the October 30, 2008, transaction; correct?  
 3 A. Yes.  
 4 Q. Do you know who he represented?  
 5 A. Yes. The Rogich Family 2004 Irrevocable  
 6 Trust.  
 7 Q. Okay. Was he also counsel for Eldorado  
 8 Hills, if you know?  
 9 A. I don't recall.  
 10 Q. Okay. He wasn't counsel for Pete; correct?  
 11 A. No.  
 12 Q. Or Teld?  
 13 A. No.  
 14 Q. The 2012 transaction, you were looking at  
 15 some e-mails that Mr. Simons gave you. There was a  
 16 gentleman on there named John Spilotro. Do you recall  
 17 that?  
 18 A. Yes.  
 19 Q. Okay. Who is that?  
 20 A. He is primarily the -- was primarily Pete's  
 21 attorney.  
 22 Q. Okay. Do you know who he was representing  
 23 with respect to that particular transaction?  
 24 A. He was representing both parties.  
 25 Q. Okay.

1 MR. SIMONS: I'm sorry, who did you say?  
 2 THE WITNESS: Both parties.  
 3 MR. SIMONS: Both parties. Okay. Thank you.  
 4 BY MR. LIEBMAN:  
 5 Q. Was Ken Woloson involved in that transaction  
 6 in any respect?  
 7 A. Yes.  
 8 Q. And who was he representing?  
 9 A. He was providing -- I don't know the legal  
 10 term. He was providing support.  
 11 Q. Okay. And I believe you testified earlier  
 12 that you don't -- with respect to the 2012 transaction,  
 13 you don't recall any discussion of Nanya around that  
 14 time?  
 15 A. Correct.  
 16 Q. Okay.  
 17 MR. LIEBMAN: That's all I have.  
 18 MR. LIONEL: I still have none.  
 19 MR. SIMONS: Okay. Now, do you want the  
 20 reporter get the transcript to you?  
 21 MR. LIONEL: Oh, yeah. Please.  
 22 (Thereupon, the deposition concluded at  
 23 2:31 p.m.)  
 24  
 25

1 CERTIFICATE OF DEPONENT  
 2 PAGE LINE CHANGE REASON  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \* \* \* \* \*  
 14  
 15 I, MELISSA OLIVAS, deponent herein, do hereby certify  
 16 and declare under the penalty of perjury the within and  
 17 foregoing transcription to be my deposition in said  
 18 action; that I have read, corrected and do hereby affix  
 19 my signature to said deposition.  
 20  
 21  
 22 \_\_\_\_\_  
 23 MELISSA OLIVAS, Deponent  
 24  
 25

1 CERTIFICATE OF REPORTER  
 2 STATE OF NEVADA )  
 3 COUNTY OF CLARK )  
 4 I, Michelle R. Ferreyra, a Certified Court  
 5 Reporter licensed by the State of Nevada, do hereby  
 6 certify: That I reported the deposition of MELISSA  
 7 OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at  
 8 9:02 a.m.  
 9 That prior to being deposed, the witness was  
 10 duly sworn by me to testify to the truth. That I  
 11 thereafter transcribed my said stenographic notes into  
 12 written form, and that the typewritten transcript is a  
 13 complete, true and accurate transcription of my said  
 14 stenographic notes, and that a request has been made to  
 15 review the transcript.  
 16 I further certify that I am not a relative,  
 17 employee or independent contractor of counsel or of any  
 18 of the parties involved in the proceeding, nor a person  
 19 financially interested in the proceeding, nor do I have  
 20 any other relationship that may reasonably cause my  
 21 impartiality to be questioned.  
 22 IN WITNESS WHEREOF, I have set my hand in my  
 23 office in the County of Clark, State of Nevada, this  
 24 7th day of May, 2018.  
 25 \_\_\_\_\_  
 MICHELLE R. FERREYRA, CCR No. 876

1 Errata Sheet

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

11 From \_\_\_\_\_ to \_\_\_\_\_

12 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

13 From \_\_\_\_\_ to \_\_\_\_\_

14 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

15 From \_\_\_\_\_ to \_\_\_\_\_

16 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

17 From \_\_\_\_\_ to \_\_\_\_\_

18 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

19 From \_\_\_\_\_ to \_\_\_\_\_

20 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

21 From \_\_\_\_\_ to \_\_\_\_\_

22 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

23 From \_\_\_\_\_ to \_\_\_\_\_

24

25

1 CERTIFICATE OF DEPONENT

2 PAGE LINE CHANGE REASON

3 See Errata Sheets attached as pages 216 through 221.

4 / / /

5 / / /

6 / / /

7 / / /

8 / / /

9 / / /

10 / / /

11 / / /

12 / / /

13 \* \* \* \* \*

14

15 I, MELISSA OLIVAS, deponent herein, do hereby certify


16 and declare under the penalty of perjury the within and

17 foregoing transcription to be my deposition in said

18 action; that I have read, corrected and do hereby affix

19 my signature to said deposition.

20

21 

22 MELISSA OLIVAS, Deponent

23

24

25

1 Errata Sheet (1 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 38; Line: 24; Reason: 2

11 From: Yes.

12 To: Yes, this was Nanyah's investment in Canamex.

13

14 Page: 39; Line: 2; Reason: 2

15 From: October of 2008.

16 To: In October of 2008, I first became aware that Nanyah had

17 invested \$1.5 million into Canamex which was subsequently

18 transferred into Eldorado Hills.

19


20 Page: 46; Lines: 16-17; Reason: 2

21 From: I did not know about these guys until after the

22 transaction.

23 To: I did not know about these guys until just before the

24 October 2008 transaction closed.

25 

MELISSA OLIVAS, Deponent

1 Errata Sheet (2 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 58; Line: 7; Reason: 2

11 From: Yes.

12 To: Yes, I understand it was Nanyah's investment in Canamex.

13

14 Page: 71; Line: 8; Reason: 2

15 From: Yes.

16 To: No, it is Nanyah's investment in Canamex.

17

18 Page: 75; Line: 5; Reason: 2


19 From: Correct.

20 To: Correct. The line is zero but it is not Nanyah's

21 investment.

22

23

24 

25 MELISSA OLIVAS, Deponent

1 Errata Sheet (3 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 98; Line: 2; Reason: 2

11 From: Yes.

12 To: No. It was Canamex's \$1.5 million that came into

13 Eldorado.

14

15 Page: 107; Line: 7; Reason: 2

16 From: Yes.

17 To: No money was paid back.

18

19 Page: 108; Line: 5; Reason: 2

20 From: Yes.

21 To: No money was paid back.

22

23

24

25

*Melissa Olivas*

MELISSA OLIVAS, Deponent

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www.litigation-services.com

1 Errata Sheet (4 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 108; Line: 7; Reason: 2

11 From: Yes.

12 To: No money was paid back.

13

14 Page: 116; Line: 21; Reason: 2

15 From: Yes.

16 To: Yes, Canamex money went into Eldorado.

17

18 Page: 116; Line: 25; Reason: 2

19 From: Yes.

20 To: No, Carlos put Canamex's money into Eldorado Hills.

21

22

23

24

25

*Melissa Olivas*

MELISSA OLIVAS, Deponent

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www.litigation-services.com

1 Errata Sheet (5 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 117; Line: 1; Reason: 2

11 From: "So we know that you had a meeting the 6th to...."

12 To: "So we know that you had a meeting with Sig to...."

13

14 Page: 117; Line: 4; Reason: 2

15 From: Yes.

16 To: He brought in Canamex's money.

17

18 Page: 158; Line: 7; Reason: 2

19 From: "Nanyah's written consent of the managers...."

20 To: "Unanimous written consent of the managers...."

21

22

23

24

25

*Melissa Olivas*

MELISSA OLIVAS, Deponent

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1 Errata Sheet (6 of 6)

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page: 164; Line: 23; Reason: 2

11 From: "It says, 'Eldorado and up-shot. The Eliades....'"

12 To: "It says, 'Eldorado and Upshot. The Eliades....'"

13

14 Page: 168; Line: 17; Reason: 2

15 From: Yes.

16 To: Yes, investment in Canamex.

17

18 Page: 182; Line: 3; Reason: 2

19 From: It does not?

20 To: It does not.

21

22

23

24

25

*Melissa Olivas*

MELISSA OLIVAS, Deponent

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1 Errata Sheet

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page 7 Line 2 Reason 3

11 From \_\_\_\_\_ to \_\_\_\_\_

12 Page 38 Line 24 Reason 2

13 From \_\_\_\_\_ to \_\_\_\_\_

14 Page 39 Line 2 Reason 2

15 From \_\_\_\_\_ to \_\_\_\_\_

16 Page 46 Line 16 Reason 2

17 From \_\_\_\_\_ to \_\_\_\_\_

18 Page 58 Line 7 Reason 2

19 From \_\_\_\_\_ to \_\_\_\_\_

20 Page 71 Line 8 Reason 2

21 From \_\_\_\_\_ to \_\_\_\_\_

22 Page 75 Line 5 Reason 2

23 From \_\_\_\_\_ to \_\_\_\_\_

24

25 Melissa Olivas

1 Errata Sheet

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page 98 Line 2 Reason 2

11 From \_\_\_\_\_ to \_\_\_\_\_

12 Page 107 Line 7 Reason 2

13 From \_\_\_\_\_ to \_\_\_\_\_

14 Page 108 Line 5 Reason 2

15 From \_\_\_\_\_ to \_\_\_\_\_

16 Page 108 Line 7 Reason 2

17 From \_\_\_\_\_ to \_\_\_\_\_

18 Page 116 Line 21 Reason 2

19 From \_\_\_\_\_ to \_\_\_\_\_

20 Page 116 Line 25 Reason 2

21 From \_\_\_\_\_ to \_\_\_\_\_

22 Page 117 Line 1 Reason 3

23 From \_\_\_\_\_ to \_\_\_\_\_

24

25 Melissa Olivas

1 Errata Sheet

2

3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.

4 DATE OF DEPOSITION: 05/02/2018

5 NAME OF WITNESS: Melissa Olivas

6 Reason Codes:

7 1. To clarify the record.

8 2. To conform to the facts.

9 3. To correct transcription errors.

10 Page 117 Line 4 Reason 2

11 From \_\_\_\_\_ to \_\_\_\_\_

12 Page 158 Line 7 Reason 3

13 From \_\_\_\_\_ to \_\_\_\_\_

14 Page 164 Line 23 Reason 3

15 From \_\_\_\_\_ to \_\_\_\_\_

16 Page 168 Line 17 Reason 2

17 From \_\_\_\_\_ to \_\_\_\_\_

18 Page 182 Line 3 Reason 3

19 From \_\_\_\_\_ to \_\_\_\_\_

20 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

21 From \_\_\_\_\_ to \_\_\_\_\_

22 Page \_\_\_\_\_ Line \_\_\_\_\_ Reason \_\_\_\_\_

23 From \_\_\_\_\_ to \_\_\_\_\_

24

25 Melissa Olivas

# EXHIBIT G

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  
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9 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
10 [bwirthlin@fclaw.com](mailto: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**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

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1 (4) the Altered General Ledger includes closing entries through December  
2 2013, which would have been after the initiation of this lawsuit and 5 years  
3 after Mr. Huerta left Eldorado Hills (*See* Exhibit A, at PLTF570 and  
Exhibit B, at NAN\_000506 compared to Exhibit C, at SR002042 and  
Exhibit D at RT0129).

4 **B. Facts related to Motion in Limine to Preclude Plaintiff and Mr. Huerta from**  
5 **Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of**  
6 **\$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee**  
**Income to Attempt to Refinance**

7 7. Prior to late October 2008, I never had any control or access to the books and  
8 records.

9 8. At that time, the books and records of Eldorado were all handled by Carlos Huerta.

10 9. On or about October 27, 2008, when Go Global and Mr. Huerta were 4-5 days  
11 away from selling their interests in Eldorado Hills to Mr. Rogich's Trust, Go Global's Finance &  
12 Administration Manager (Summer Rellamas) provided me (through Melissa Olivas) with some of  
13 the Eldorado Hills financial records. *See* October 2008 email string re: Eldorado Hills financial  
14 records, at RT0209, attached as **Exhibit B**; *see also* Eldorado Hills' General Ledger provided to  
15 Mr. Rogich, attached **Exhibit C**.

16 10. In reviewing the Eldorado Hills' financial records sent by Ms. Rellamas on  
17 October 27, 2008, Ms. Olivas inquired with her about conflicting equity amounts claimed by Mr.  
18 Huerta. *See* Exhibit B, at RT0208.

19 11. Included within Ms. Rellamas' response was the notation of a \$1.42 Million  
20 **consulting fee** paid to GG [Go Global] on December 14, 2007. *See* Exhibit B, at RT0207.

21 12. Mr. Rogich found this \$1.42 Million consulting fee paid to Mr. Huerta's company  
22 (Go Global) to be "Pretty unbelievable." *See* Exhibit B, at RT0207.

23 13. Not only did Go Global's Finance Manager confirm the \$1.42 Million was a  
24 consulting fee income, but the financial records of Eldorado Hills and Go Global reflect this to be  
25 the case. *See* Exhibit C, at SR002033 (line date 12/14/17); *see also* Go Global's Profit & Loss  
26 Statement for January through December 2007, attached as **Exhibit D**.

27 ///

28 ///



14. With the financial records and the written confirmation from Go Global that the \$1.42 Million taken from Eldorado Hills was a consulting fee income, Mr. Rogich signed the Purchase Agreement, and other related agreements.

15. Additionally, at no time prior to the commencement of this litigation between the parties in 2013, did Nanyah or Mr. Harlap ever communicate with Mr. Rogich about the \$1.42 Million purportedly not being a consulting fee income or that it was funds allegedly from Nanyah - - in fact, Mr. Rogich never had any communications with Nanyah prior to this lawsuit being filed.

The above Declaration is true and correct to the best of my knowledge and belief under penalty of perjury of the laws of the State of Nevada.

DATED: February 25, 2019.

/s/ Sigmund Rogich  
SIGMUND ROGICH

# EXHIBIT H

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](mailto:slionel@fclaw.com)  
10 [bwirthlin@fclaw.com](mailto: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**  
**MELISSA OLIVAS**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**DECLARATION OF MELISSA OLIVAS**

I, Melissa Olivas, hereby declare under the penalty of perjury the following:

1. I make this declaration in support of the Motion *in Limine* to Preclude Altered Eldorado Hills' General Ledger and Related Testimony at Trial (the "Motion in Limine").<sup>1</sup>

2. I have personal knowledge of the facts stated herein, except as to those stated on my understanding and belief, which I believe to be true and accurate.

3. During my deposition, as well as Sigmund Rogich's deposition, Plaintiff Nanyah Vegas, LLC's ("Nanyah" or "Plaintiff") counsel represented that the Altered Eldorado Hills' General Ledger ("Altered General Ledger") produced by his client and Mr. Huerta was authentic. *See* Rogich Depo, Exhibit E, at 55:12:13; *see also* Olivas Depo, Exhibit F, at 40:16-17.

4. Due to the Altered General Ledger being difficult to review during the depositions (as noted during the depositions - *See* Exhibit E, at 72:13-15; *see also* Exhibit F, at 50:19-20, 53:19 and 54:1-2), it was only subsequently discovered this General Ledger to be unauthentic.

5. Upon closer examination and in comparing the Altered General Ledger to the actual General Ledger, the following issues are discovered:

- (1) the Altered General Ledger is missing an "As of" date stamp at the top center (*See Exhibits A and B* compared to **Exhibits C and D** to the motion);
- (2) the Altered General Ledger is missing a print date/time stamp in the top left corner (*Id.*);
- (3) the Altered General Ledger contains material modifications that were not reflected in the actual General Ledger that was given to The Rogich Trust upon transfer of Go Global's interest in Eldorado Hills on October 30, 2008. These include transactions backdated as far as 12/31/2007 (*Id.*); and
- (4) the Altered General Ledger includes closing entries through December 2013, which would have been after the initiation of this lawsuit and 5 years after Mr. Huerta left Eldorado Hills (*See* Exhibit A, at PLTF570 and Exhibit B, at NAN\_000506 compared to Exhibit C, at SR002042 and Exhibit D at RT0129).

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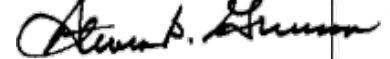
<sup>1</sup> Exhibits referenced herein are attached to said Motion in Limine.

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The above Declaration is true and correct to the best of my knowledge and belief under penalty of perjury of the laws of the State of Nevada.

DATED: February 25, 2019.

/s/ *Melissa Olivas*  
MELISSA OLIVAS



1 **MIL**  
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  
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9 Email: [slionel@fclaw.com](mailto:slionel@fclaw.com)  
10 [bwirthlin@fclaw.com](mailto:bwirthlin@fclaw.com)  
11 *Attorneys for Sigmund Rogich, Individually and as*  
12 *Trustee of the Rogich Family Irrevocable Trust and*  
13 *Imitations, LLC*

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

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

17 Plaintiffs,

18 v.

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

24 Defendants.

25 NANYAH VEGAS, LLC, a Nevada limited  
26 liability company,

27 Plaintiff,

28 v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS' MOTION IN LIMINE TO  
PRECLUDE PLAINTIFF AND CARLOS  
HUERTA FROM PRESENTING AT  
TRIAL ANY CONTRARY EVIDENCE AS  
TO MR. HUERTA'S TAKING OF \$1.42  
MILLION FROM ELDORADO HILLS,  
LLC AS GO GLOBAL, INC.'S  
CONSULTING FEE INCOME TO  
ATTEMPT TO REFINANCE**

Hearing Date:

Hearing Time:

**CONSOLIDATED WITH:**

CASE NO.: A-16-746239-C

1 Defendant Sigmund Rogich, individually and as Trustee of The Rogich Family  
2 Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations" and collectively with  
3 Rogich Trust referred to herein as "Moving Defendants"), by and through their attorneys,  
4 Fennemore Craig, P.C., submit this Motion *in Limine* to Preclude Plaintiff and Mr. Huerta from  
5 Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from  
6 Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance  
7 ("Motion"). This Motion is brought pursuant to NRS 48.015, 48.035, and EDCR 2.47 and is  
8 based on the following Memorandum of Points and Authorities, the attached exhibits, the papers  
9 and pleadings on file, and any oral argument the Court may allow during the hearing.

10 DATED: February 25, 2019.

FENNEMORE CRAIG, P.C.

11 By: 

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

13 Thomas H. Fell, Esq. (Bar No. 3717)

14 Brenoch Wirthlin, Esq. (Bar No. 10282)

15 300 South Fourth Street, Suite 1400

Las Vegas, Nevada 89101

16 **NOTICE OF MOTION**

17 PLEASE TAKE NOTICE that the undersigned will bring the foregoing **DEFENDANTS'**  
18 **MOTION *IN LIMINE* TO PRECLUDE PLAINTIFF AND CARLOS HUERTA FROM**  
19 **PRESENTING AT TRIAL ANY CONTRARY EVIDENCE AS TO MR. HUERTA'S**  
20 **TAKING OF \$1.42 MILLION FROM ELDORADO HILLS, LLC AS GO GLOBAL,**  
21 **INC.'S CONSULTING FEE INCOME TO ATTEMPT TO REFINANCE** on for hearing  
22 before the on for hearing before the above-entitled Court, on the 4th day of  
23 APRIL, 2019, at 9:30 AM.M., or as soon thereafter as counsel may be heard.

24 FENNEMORE CRAIG, P.C.

25 By: 

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

27 Thomas H. Fell, Esq. (Bar No. 3717)

28 Brenoch Wirthlin, Esq. (Bar No. 10282)

300 South Fourth Street, Suite 1400

Las Vegas, Nevada 89101

1 **DECLARATION OF BRENOCH WIRTHLIN, ESQ. IN SUPPORT OF DEFENDANTS'**  
2 **MOTION IN LIMINE TO PRECLUDE PLAINTIFF AND CARLOS HUERTA FROM**  
3 **PRESENTING AT TRIAL ANY CONTRARY EVIDENCE AS TO MR. HUERTA'S**  
4 **TAKING OF \$1.42 MILLION FROM ELDORADO HILLS, LLC AS GO GLOBAL,**  
5 **INC.'S CONSULTING FEE INCOME TO ATTEMPT TO REFINANCE**

6 I, BRENOCH WIRTHLIN, ESQ. hereby declare as follows:

7 1. I am a Director with the law firm Fennemore Craig, P.C., which is counsel for the  
8 Rogich Defendants in the above-captioned matter.

9 2. This Declaration is made and based upon my personal knowledge. If called to  
10 testify, I could competently do so.

11 3. On February 20, 2019, the Moving Defendants requested an EDCR 2.34  
12 conference with Mark Simons.

13 4. On February 25, 2019, the undersigned had a telephonic EDCR 2.34 conference  
14 with Plaintiff's counsel, Mark Simons.

15 5. Via email confirming the 2.34 conference, the undersigned noted that Mr. Huerta  
16 testified that the \$1.42 Million from Eldorado to Go Global was a consulting fee income and was  
17 used by him to attempt to refinance the property.

18 6. As such, the Rogich Defendants requested Mr. Simons to agree that Plaintiff and  
19 Mr. Huerta are estopped from providing at trial any evidence to the contrary.

20 7. Mr. Simons did not agree to such estoppel.

21 8. This motion is submitted in good faith and not for purposes of delay.

22 I declare under penalty of perjury of the laws of the State of Nevada that the foregoing  
23 statements are true and correct to the best of my knowledge.

24 DATED: February 25, 2019.

25   
26 BRENOCH WIRTHLIN, ESQ.  
27  
28



1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION AND SUMMARY OF ARGUMENT

4 Mr. Huerta (acting as Nanyah's PMK) testified that the \$1.42 Million transferred from  
5 Eldorado Hills to Go Global was a consulting fee income and was used by him to attempt to  
6 refinance the Eldorado Hills property. Moreover, in each of the General Ledger of Eldorado  
7 Hills, as well as the Profit & Loss Statement of Go Global, the \$1.42 Million taken by Mr. Huerta  
8 is specifically reflected as a consulting fee income. In signing the Purchase Agreement (as well as  
9 the other relevant agreements) on October 31, 2018, Mr. Rogich relied upon the Eldorado Hills'  
10 financial records provided to him by Mr. Huerta, including that the \$1.42 Million taken by Mr.  
11 Huerta was used as a consulting fee income. As such, Nanyah and Mr. Huerta should be  
12 estopped from providing any evidence that contradicts that the \$1.42 Million was taken by Mr.  
13 Huerta as a consulting fee income to assist in refinancing the Eldorado Hills property.

14 II.

15 STATEMENT OF FACTS

16 Prior to late October 2008, Mr. Rogich never had any control or access to the books and  
17 records. *See* Declaration of Sigmund Rogich ("Rogich Declaration"), attached as **Exhibit A**, at ¶  
18 7. At that time, the books and records of Eldorado were all handled by Carlos Huerta. *Id.*, at ¶ 8.  
19 On or about October 27, 2008, when Go Global and Mr. Huerta were 4-5 days away from selling  
20 their interests in Eldorado Hills to Mr. Rogich's Trust, Go Global's Finance & Administration  
21 Manager (Summer Rellamas) provided Mr. Rogich (through Melissa Olivas) with some of the  
22 Eldorado Hills financial records. *See* Exhibit A, at ¶ 9; *see also* October 2008 email string re:  
23 Eldorado Hills financial records, at RT0209, attached as **Exhibit B**; *see also* Eldorado Hills'  
24 General Ledger provided to Mr. Rogich, attached **Exhibit C**.

25 In reviewing the Eldorado Hills' financial records sent by Ms. Rellamas on October 27,  
26 2008, Ms. Olivas inquired with her about conflicting equity amounts claimed by Mr. Huerta. *See*  
27 Exhibit A, at ¶ 10; *see also* Exhibit B, at RT0208. Included within Ms. Rellamas' response was  
28 the notation of a \$1.42 Million consulting fee paid to GG [Go Global] on December 14, 2007.

1 See Exhibit A, at ¶ 11; *see also* Exhibit B, at RT0207. Mr. Rogich found this \$1.42 Million  
2 consulting fee paid to Mr. Huerta's company (Go Global) to be "Pretty unbelievable." See Exhibit  
3 A, at ¶ 12; *see also* Exhibit B, at RT0207.

4 Not only did Go Global's Finance Manager confirm the \$1.42 Million was a consulting  
5 fee income, but the financial records of Eldorado Hills and Go Global reflect this to be the case.  
6 See Exhibit A, at ¶ 13; *see also* Exhibit C, at SR002033 (line date 12/14/17); *see also* Go Global's  
7 Profit & Loss Statement for January through December 2007, attached as **Exhibit D**. With the  
8 financial records and the written confirmation from Go Global that the \$1.42 Million taken from  
9 Eldorado Hills was a consulting fee income, Mr. Rogich signed the Purchase Agreement, and  
10 other related agreements. See Exhibit A, at ¶ 14. Additionally, at no time prior to the  
11 commencement of this litigation between the parties in 2013, did Nanyah or Mr. Harlap ever  
12 communicate with Mr. Rogich about the \$1.42 Million purportedly not being a consulting fee  
13 income or that it was funds allegedly from Nanyah - - in fact, Mr. Rogich never had any  
14 communications with Nanyah prior to this lawsuit being filed. *Id.*, at ¶ 15.

15 If the financial records did not already clearly establish that the \$1.42 Million was taken  
16 by Mr. Huerta as a consulting fee income for Go Global, Mr. Huerta (acting as Nanyah's PMK)  
17 confirmed in a deposition that the **\$1.42 Million was a consulting fee income**:

18 Q. Would the QuickBooks<sup>1</sup> show what the **1,420,000** was transferred  
19 for?

20 A. It would, **yes**.

21 Q. What did it show?

22 A. Oh, I don't remember. I haven't seen the QuickBooks. But **we kept**  
23 **a pretty good accounting of where the monies came from, and where they**  
24 **went to**, and the reason why. So QuickBooks allows you to put in a category and  
25 what it's for. So we did a pretty decent job of documenting that.

26 Q. And it would have showed payments for advanced monies?.

27 A. Yes.

28 Q. You would have some records that would show the amount of the  
advancement at that time was 1,420,000?

A. Yes.

<sup>1</sup> During all relevant times, Eldorado Hills used QuickBooks to maintain its General Ledger (See Exhibit C).

1 Q. You're sure that the QuickBooks didn't show that the 1,420,000  
2 was for a consulting fee?

3 A. I don't know what it would show in that regard.

4 Q. Would that surprise you?

5 A. No.

6 Q. Why wouldn't that surprise you?

7 A. There was something that occurred with that. I can't remember  
8 exactly why it would have been a consulting fee, but I believe later it was changed  
9 back to just a loan payment. I do remember why we did that, now that you bring it  
10 up.

11 Q. Tell me.

12 A. Yeah. So throughout the process in '07 and '08, our goal was to get  
13 better financing for the property. So we were working with other lenders. Okay.  
14 And in order to -- and I had conversations with Mr. Rogich and Melissa Olivas  
15 about it, but it was never a confrontation or an accusation as you alluded to.

16 So Go Global had been almost exclusively for like two or three  
17 months working on refinancing of that, of the property. And so in order to get the  
18 refinancing on the property, Rogich and myself were probably going to have to  
19 produce tax records, income, financials, assets. And so we came in and started  
20 putting the package together. And I told Melissa and Sig, "Hey, our chances of  
21 getting a loan are going to be much better if our financials look better, and it's  
22 better that -- I haven't made any money over the last year -- it's better that I  
23 take an income for this in the meantime to at least try and get -- or, take a  
24 consulting fee versus a loan payment so that we can get better financials put  
25 forth to the banks, and that we got a better chance of getting it refinanced."

26 It never transpired. We never got the refinancing. So it didn't end up  
27 helping Eldorado Hills or help us get the refinancing until that 2008 October  
28 situation occurred when [Eliades] came in as an investor.

Q. So you wanted the record to show it was a consulting fee?

A. Correct.

Q. -- and not advance, right?

A. Correct.

Q. And you felt that that would be -- the finance companies would  
like that better if it was a consulting fee?

A. Correct.

...

Q. So during the period of time after the money came to the Eldorado  
account and went into this money market account, it was during that period that  
you had this conversation, and it was agreed that you would take the 1,420,000  
as a consulting fee?

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A. Correct.

See **Exhibit E**, Nanyah PMK Deposition, at 53:10 – 56:22.<sup>2</sup>

Finally, Mr. Harlap testified he has no personal knowledge of the fact that Go Global and/or Mr. Huerta obtained a “consulting fee” consisting of nearly the entirety of the \$1,500,000 Nanyah allegedly invested in Eldorado:

Q. Are you aware that Go Global got a consulting fee?

A. No. I don’t recall.

Q. Are you aware that he got a consulting fee out of your million and a half?

A. No. Not that I recall. I may have. I may not have. Maybe I knew. Maybe not. I don’t know.

...

Q. What would you remember about the consulting fee?

A. I don’t. I don’t remember there being or not being one.

Q. Do you know whether the consulting fee was reflected in the general ledger of Eldorado?

A. I have no idea.

Q. You have no idea?

A. I have no idea.

Q. You’re sure?

A. I have no idea. It may be part of the findings of my attorneys at some point, **but I personally do not have knowledge. I have never seen the ledger personally.** I wouldn’t know how to read it had I seen it.

See **Exhibit F**, Harlap Deposition, at 111:21 – 112:24.

III.

STANDARD OF REVIEW

Motions *in limine* allow a ruling from the Court on the admissibility of arguments, assertions, and evidence at trial and outside the presence of the jury. NRCP 16(c)(3); EDCR 2.47; *see also State ex rel Dept. of Highways v. Nevada Aggregates & Asphalts Co.*, 92 Nev. 370, 551 P.2d 1095 (1976). The decision to admit or exclude evidence is within the sound discretion

<sup>2</sup> Unless otherwise stated, all emphases in the cited portions of the Depositions have been added.

1 of the trial court. *Walker v. State*, 113 Nev. 853, 944 P.2d 762 (1997). Additionally, NRC  
2 16(c)(3) grants Nevada Courts the authority to rule on motions *in limine* by allowing advance  
3 rulings on the admissibility of evidence.

4 The usual purpose of motions *in limine* is to preclude the presentation of evidence deemed  
5 inadmissible and prejudicial by the moving party. *Leiper v. Margolis*, 111 Nev. 1012, 899 P.2d  
6 574 (1995); *see also Southern Pacific Transportation Co. v. Fitzgerald*, 94 Nev. 241, 243-44, 577  
7 P.2d 1234 (1978). A typical order *in limine* excludes the challenged evidence and directs  
8 counsel, parties, and witnesses not to refer to the excluded matters during trial. *Id.*, citing 3  
9 Witkin, Cal.Evidence, supra, § 2011 at p. 1969. The advantage of such motions is to avoid the  
10 futile attempt to “unring the bell” in the event a motion to strike is granted in the proceedings  
11 before the jury. *Id.*, citing *Hyatt v. Sierra Boat Co.*, 79 Cal.App.3d 325, 337 (1978). These  
12 advance rulings also further the efficient presentation of trial and minimize the burden on the  
13 jury’s time while evidentiary matters are addressed by the court and counsel.

#### 14 IV.

#### 15 LEGAL ARGUMENT

16 **Nanyah and Mr. Huerta are estopped from presenting at trial any contrary evidence as to**  
17 **Mr. Huerta’s taking of \$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.’s**  
18 **consulting fee income to attempt to refinance the property.**

19 The Nevada Supreme Court found that when “the facts are undisputed or when only one  
20 inference can be drawn from the facts, then the existence of equitable estoppel” is a question of  
21 law” and that “[t]he decision to apply equitable estoppel is committed to the district court’s sound  
22 discretion, and the court’s decision is therefore reviewed under an abuse of discretion standard.”  
23 *Matter of Harrison Living Trust*, 121 Nev. Adv. Op. 24 (2005). “[E]quitable estoppel operates to  
24 prevent the assertion of legal rights that in equity and good conscience should be unavailable  
25 because of a party’s conduct.” *See Pellegrini v. State*, 34 P. 3d 519 (2001); *United Brotherhood v.*  
26 *Dahnke*, 102 Nev. 20, 22, 714 P.2d 177, 178-79 (1986); *25 Corporation v. Eisenman*  
27 *Chemical*, 101 Nev. \_\_\_, 709 P.2d 164 (1985); *Noble Gold Mines Co. v. Olsen*, 57 Nev. 448, 66  
28 P.2d 1005 (1937); *Gilman v. Douglas County*, 6 Nev. 27 (1870).

1 Equitable estoppel has been characterized as comprising four elements:

2 (1) the party to be estopped must be apprised of the true facts; (2) he must intend  
3 that his conduct shall be acted upon, or must so act that the party asserting  
4 estoppel has the right to believe it was so intended; (3) the party asserting the  
5 estoppel must be ignorant of the true state of facts; (4) he must have relied to his  
6 detriment on the conduct of the party to be estopped.

7 *See Chequer, Inc. v. Painters and Decorators Joint Committee, Inc.*, 655 P.2d 996, 998-999  
8 (1982). Finally, this court has noted that silence can raise an estoppel quite as effectively as can  
9 words. *See e.g., Goldstein v. Hanna*, 97 Nev. 559, 562, 635 P.2d 290 (1981).

10 **A. There is an existence of equitable estoppel and should be applied here.**

11 While Nanyah may try to dispute these facts, the financial records of Eldorado Hills and  
12 Go Global, as well as the e-mail from Ms. Rellamas, indicate that the \$1.42 Million was taken by  
13 Mr. Huerta from Eldorado Hills as a consulting fee income for Go Global. Nanyah's own PMK  
14 confirmed during his deposition that the \$1.42 Million was a consulting fee income for Go Global  
15 to assist in refinancing the property. Mr. Harlap lacks knowledge to dispute these well supported,  
16 uncontroverted and unequivocal facts. There is absolutely only one inference that can be drawn  
17 from these facts: the \$1.42 Million was taken from Eldorado Hills and given to Go Global as a  
18 consulting fee income. Therefore, there is an existence of equitable estoppel and this Court  
19 should apply it here. Nanyah and Mr. Huerta should be estopped from providing any evidence at  
20 trial to the contrary.

21 **B. The Moving Defendants meet the four elements of equitable estoppel.**

22 (1) **Element 1 - the party to be estopped must be apprised of the true facts:** Both  
23 Nanyah and Mr. Huerta know of the true facts - - that Nanyah deposited funds of \$1.5 Million  
24 into CanaMex Nevada, LLC, then Mr. Huerta funneled the funds through Eldorado Hills and  
25 finally put \$1.42 Million into Go Global's account.

26 (2) **Element 2 - he must intend that his conduct shall be acted upon, or must so act**  
27 **that the party asserting estoppel has the right to believe it was so intended:** Mr. Huerta (on  
28 his own behalf or possibly on Nanyah's behalf) allegedly informed Mr. Rogich that the \$1.42  
Million was a consulting fee income to Go Global. Ms. Rellamas certainly provided an e-mail to  
Ms. Olivas that it was a consulting fee income. Based upon the financial records of Eldorado

1 Hills and Go Global and Mr. Huerta's representations, Mr. Rogich had every right to believe that  
2 the \$1.42 Million was a consulting fee income.

3 **(3) Element 3 - the party asserting the estoppel must be ignorant of the true state of**  
4 **facts:** Mr. Rogich had no knowledge of the true facts, had never heard of Nanyah and only had to  
5 rely upon what Mr. Huerta told him and provided to him about a week prior to the signing of the  
6 Purchase Agreement.

7 **(4) Element 4 - he must have relied to his detriment on the conduct of the party to be**  
8 **estopped:** Mr. Huerta (individually and as agent/PMK for Nanyah) conducted himself in a way  
9 to have Mr. Rogich rely upon his misrepresentations. Mr. Rogich signed the purchase agreements  
10 and related agreements due to the alleged true facts being hidden from him.

11 **C. Nanyah's and Mr. Huerta's silence prior to filing this lawsuit creates an estoppel.**

12 To further support equitable estoppel, at no time prior to the commencement of this  
13 lawsuit did Nanyah, Mr. Huerta or Mr. Harlap ever communicate with Mr. Rogich about the  
14 \$1.42 Million not being a consulting fee income. At no point, did Nanyah ever reach out to Mr.  
15 Rogich to indicate that these funds were allegedly invested by it. Most importantly, Mr. Rogich  
16 never had any communications with Nanyah prior to this lawsuit being filed. Due to Nanyah and  
17 Mr. Huerta being silent, they should estopped from producing evidence at trial that the \$1.42  
18 Million was anything but a consulting fee income to Go Global.

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V.

**CONCLUSION**

For all these reasons, Moving Defendants respectfully request that their Motion be granted, and that the Court grant such other relief as it deems appropriate.

DATED: February 25, 2019.

**FENNEMORE CRAIG, P.C.**  
By: 

Samuel S. Lionel, Esq. (NV Bar No. 1766)  
Thomas H. Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
300 South Fourth Street, Suite 1400  
Las Vegas, Nevada 89101  
*Attorneys for Sigmund Rogich, Individually and  
as Trustee of the Rogich Family Irrevocable  
Trust and Imitations, LLC*



**CERTIFICATE OF SERVICE**


I hereby certify that I am an employee of Fennemore Craig, and on February 25, 2019 I served a copy of **DEFENDANTS' MOTION IN LIMINE TO PRECLUDE PLAINTIFF AND CARLOS HUERTA FROM PRESENTING AT TRIAL ANY CONTRARY EVIDENCE AS TO MR. HUERTA'S TAKING OF \$1.42 MILLION FROM ELDORADO HILLS, LLC AS GO GLOBAL, INC.'S CONSULTING FEE INCOME TO ATTEMPT TO REFINANCE** was made on the following counsel of record and/or parties via the Court's electronic filing system, addressed as follows:

Mark Simons, Esq. *Via E-service*  
6490 South McCarran Blvd., #20  
Reno, Nevada 89509  
*Attorney for Plaintiff Nanyah 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

  
An employee of  
**Fennemore Craig, P.C.**

# EXHIBIT A

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](mailto:slionel@fclaw.com)  
10 [bwirthlin@fclaw.com](mailto: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**

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

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1 (4) the Altered General Ledger includes closing entries through December  
2 2013, which would have been after the initiation of this lawsuit and 5 years  
3 after Mr. Huerta left Eldorado Hills (*See* Exhibit A, at PLTF570 and  
Exhibit B, at NAN\_000506 compared to Exhibit C, at SR002042 and  
Exhibit D at RT0129).

4 **B. Facts related to Motion in Limine to Preclude Plaintiff and Mr. Huerta from**  
5 **Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of**  
6 **\$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee**  
**Income to Attempt to Refinance**

7 7. Prior to late October 2008, I never had any control or access to the books and  
8 records.

9 8. At that time, the books and records of Eldorado were all handled by Carlos Huerta.

10 9. On or about October 27, 2008, when Go Global and Mr. Huerta were 4-5 days  
11 away from selling their interests in Eldorado Hills to Mr. Rogich's Trust, Go Global's Finance &  
12 Administration Manager (Summer Rellamas) provided me (through Melissa Olivas) with some of  
13 the Eldorado Hills financial records. *See* October 2008 email string re: Eldorado Hills financial  
14 records, at RT0209, attached as **Exhibit B**; *see also* Eldorado Hills' General Ledger provided to  
15 Mr. Rogich, attached **Exhibit C**.

16 10. In reviewing the Eldorado Hills' financial records sent by Ms. Rellamas on  
17 October 27, 2008, Ms. Olivas inquired with her about conflicting equity amounts claimed by Mr.  
18 Huerta. *See* Exhibit B, at RT0208.

19 11. Included within Ms. Rellamas' response was the notation of a \$1.42 Million  
20 **consulting fee** paid to GG [Go Global] on December 14, 2007. *See* Exhibit B, at RT0207.

21 12. Mr. Rogich found this \$1.42 Million consulting fee paid to Mr. Huerta's company  
22 (Go Global) to be "Pretty unbelievable." *See* Exhibit B, at RT0207.

23 13. Not only did Go Global's Finance Manager confirm the \$1.42 Million was a  
24 consulting fee income, but the financial records of Eldorado Hills and Go Global reflect this to be  
25 the case. *See* Exhibit C, at SR002033 (line date 12/14/17); *see also* Go Global's Profit & Loss  
26 Statement for January through December 2007, attached as **Exhibit D**.

27 ///

28 ///

14. With the financial records and the written confirmation from Go Global that the \$1.42 Million taken from Eldorado Hills was a consulting fee income, Mr. Rogich signed the Purchase Agreement, and other related agreements.

15. Additionally, at no time prior to the commencement of this litigation between the parties in 2013, did Nanyah or Mr. Harlap ever communicate with Mr. Rogich about the \$1.42 Million purportedly not being a consulting fee income or that it was funds allegedly from Nanyah - - in fact, Mr. Rogich never had any communications with Nanyah prior to this lawsuit being filed.

The above Declaration is true and correct to the best of my knowledge and belief under penalty of perjury of the laws of the State of Nevada.

DATED: February 25, 2019.

/s/ Sigmund Rogich  
SIGMUND ROGICH

# EXHIBIT B

**FARNHAM, DENISE**

---

**From:** Melissa Olivas <melissa@lasvegaspr.com>  
**Sent:** Wednesday, April 05, 2017 10:21 AM  
**To:** LIONEL, SAM  
**Subject:** FW: Eldorado Hills Financials



**Melissa Olivas, CPA** | Vice President of Finance  
*The Rogich Communications Group*  
11920 Southern Highlands Pkwy. STE 301  
Las Vegas, Nevada 89141  
702-796-1773 office phone | 702-650-8280 fax  
[melissa@lasvegaspr.com](mailto:melissa@lasvegaspr.com)

---

**From:** Sig Rogich  
**Sent:** Tuesday, October 28, 2008 2:41 PM  
**To:** Melissa Olivas <[melissa@lasvegaspr.com](mailto:melissa@lasvegaspr.com)>  
**Subject:** RE: Eldorado Hills Financials

Pretty unbelievable...

---

**From:** Melissa Olivas  
**Sent:** Tuesday, October 28, 2008 2:28 PM  
**To:** Sig Rogich  
**Subject:** FW: Eldorado Hills Financials

Do you know anything about a consulting fee to Go Global? See below...

*Melissa Olivas, CPA*  
*VP of Finance*  
*The Rogich Communications Group*  
*(702) 796-1773 phone*  
*(702) 650-8280 fax*

---

**From:** Summer Rellamas [<mailto:summer@goglobalproperties.com>]  
**Sent:** Tuesday, October 28, 2008 2:14 PM  
**To:** Melissa Olivas  
**Subject:** Re: Eldorado Hills Financials

Hey there. Okay here's the breakdown incase you need it:

Go Global Capital on Balance sheet = \$3,521,229.56  
Adjustments:  
12/31/06 Interest paid to Alliance Note +\$643,499.94  
12/4/07 Loan to CanaMex to open acct +\$3,000.00  
12/14/07 Consulting Fee paid to GG -\$1,420,000.00



Total Go Global NET Capital to Eldorado = \$2,747,729.50

Let me know if you have any other questions.

Summer

On Tue, Oct 28, 2008 at 1:31 PM, Summer Rellamas <[summer@goglobalproperties.com](mailto:summer@goglobalproperties.com)> wrote:  
Hi missy. The 2.8 is correct. You have to go by the capital accounts spreadsheet that I sent, it shows the net capital invested into the project. The balance sheet doesn't take into account the tax adjustments for the consulting fee and interest paid by GG on the old alliance loan.

Out of the office now but I can grab exact figures for you when I get back in about a half hour.

Summer Rellamas  
Finance & Administration Manager  
Go Global Properties  
3980 Howard Hughes Pkwy, Suite 550  
Las Vegas, NV 89169  
Sent via BlackBerry from Cingular Wireless

---

**From:** "Melissa Olivas" <[melissa@lasvegaspr.com](mailto:melissa@lasvegaspr.com)>

**Date:** Tue, 28 Oct 2008 13:24:52 -0700

**To:** Summer Rellamas <[summer@goglobalproperties.com](mailto:summer@goglobalproperties.com)>

**Subject:** FW: Eldorado Hills Financials

Can you please answer this asap?

*Melissa Olivas, CPA*

*VP of Finance*

*The Rogich Communications Group*

*(702) 796-1773 phone*

*(702) 650-8280 fax*

---

**From:** Pat Sanchez [mailto:[PAT@cpa4results.com](mailto:PAT@cpa4results.com)]

**Sent:** Tuesday, October 28, 2008 1:15 PM

**To:** Melissa Olivas

**Subject:** RE: Eldorado Hills Financials

Do you think it's odd that the financials show Carlos' equity is \$3.5 million but he was only claiming \$2.8 million yesterday?

Is there anything I can do for you today?

**Patricia B. Sanchez**

*Patricia Sanchez, P.C.*

*Phone: 702-696-9200*

*Fax: 702-696-9208*

This message contains information that may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply, and delete the message.

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**From:** Melissa Olivas [mailto:[melissa@lasvegaspr.com](mailto:melissa@lasvegaspr.com)]  
**Sent:** Monday, October 27, 2008 7:56 PM  
**To:** [kwoloson@nevadafirm.com](mailto:kwoloson@nevadafirm.com)  
**Cc:** Pat Sanchez  
**Subject:** FW: Eldorado Hills Financials

I haven't looked at these yet but just fyi...

---

**From:** Summer Rellamas [mailto:[summer@goglobalproperties.com](mailto:summer@goglobalproperties.com)]  
**Sent:** Mon 10/27/2008 5:15 PM  
**To:** Melissa Olivas  
**Cc:** Carlos Huerta  
**Subject:** Eldorado Hills Financials

Hi Melissa. Sorry I couldn't get this to you sooner it's been a mad day here, as I'm sure it's been for you. Attached are the financials for Eldorado Hills to date and a separate spreadsheet showing the net capital invested to date into the project. Let me know if you have any questions.

Thanks,

""

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

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

# EXHIBIT C

3:28 PM  
11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Undeposited Funds-Holding									
Deposit	10/30/2008			Desert Lake Country Club	10% of Gross for June-08 Rent	Rental Income	5,020.00		0.00
Deposit	10/1/2008	1701		Desert Lakes Holdings LLC	10% of Gross for June-08 Rent	NSB Checking		5,020.00	5,020.00
Total Undeposited Funds-Holding									
							5,020.00		0.00
Pulaski Bank MMA									
Transfer	5/9/2008				FDIC took over ANB Financial on 5/9/08	ANB Money Market	807,510.78		0.00
Transfer	5/10/2008				FDIC pass with hold (to credit to loan later)	ANB Financial Loan		508,003.60	807,510.78
Deposit	5/31/2008			Pulaski Bank	Deposit	NSB Checking	643.90		89,507.18
Deposit	8/31/2008			Pulaski Bank	close out MMA	NSB Checking		100,151.08	100,151.08
Deposit	8/31/2008				Interest	Interest Income	112.73		0.00
Check	8/25/2008				Service Charge	Bank Service Charge		15.00	112.73
Check	8/25/2008				Service Charge	Bank Service Charge		15.00	87.73
Total Pulaski Bank MMA									
							608,287.41	608,184.88	82.73
ANB Money Market									
General Journal	5/28/2007				ANB Financial Refinance	Closing Costs	750,000.00		0.00
Deposit	5/31/2007				Interest	Interest Income	812.43		750,000.00
Deposit	8/30/2007				Interest	Interest Income	2,574.54		750,812.43
Deposit	7/31/2007				Interest	Interest Income	2,643.24		753,455.67
Deposit	8/31/2007				Interest	Interest Income	3,480.30		756,935.97
Deposit	9/30/2007				Interest	Interest Income	3,276.51		760,212.48
Deposit	10/31/2007				Interest	Interest Income	3,077.01		763,289.49
Deposit	11/30/2007				Interest	Interest Income	3,089.81		766,379.30
Deposit	12/31/2007				Interest	Interest Income	3,205.69		769,584.99
Check	1/25/2008			ANB Financial	Jan-08 Interest Pymt	Mortgage		173,897.28	595,687.71
Deposit	1/31/2008				Interest	Interest Income	3,031.99		601,650.50
Deposit	2/29/2008				Interest	Interest Income	2,345.09		603,995.59
Deposit	3/31/2008				Interest	Interest Income	2,031.18		606,026.77
Deposit	4/30/2008				Interest	Interest Income	1,740.95		607,767.72
Transfer	5/9/2008				FDIC took over ANB Financial on 5/9/08	Pulaski Bank MMA		607,510.78	0.00
Total ANB Money Market									
							781,408.04	781,408.04	0.00
NSB Checking									
Deposit	8/10/2006			Go Global, Inc.	CC to open new NSB checking account	Capital	10,000.00		0.00
Bill Pmt - Check	8/17/2006	1003		OGI Environmental, LLC	Annual Manager/Member Filing	Accounts Payable		10,000.00	10,000.00
Bill Pmt - Check	8/17/2006	1001		Secretary of State		Accounts Payable		10,000.00	-850.00
Bill Pmt - Check	8/17/2006	1002		Slater Hanftan Group		Accounts Payable		4,495.00	-1,345.00
Deposit	8/18/2006			Go Global, Inc.	CC to cover expenses	Capital	15,000.00		8,430.00
Deposit	8/30/2006			Jared Smith	Initial Investment	Contributions	50,000.00		58,430.00
Deposit	8/6/2006			Go Global, Inc.	CC to cover expenses	Contributions	30,000.00		88,430.00
Bill Pmt - Check	8/6/2006	1004		Maneuver LDO		Accounts Payable		22.82	88,407.18
Bill Pmt - Check	8/6/2006	1008		Ritz Consulting Inc.		Accounts Payable		28,875.00	59,532.18
Bill Pmt - Check	8/6/2006	1005		WRG Design Inc.		Accounts Payable		4,500.00	55,032.18
Bill Pmt - Check	8/6/2006	1007		Slater Hanftan Group		Accounts Payable		5,272.50	49,759.68
Deposit	9/11/2006			Craig Dunlap	Initial Investment	Contributions	50,000.00		99,759.68
Deposit	9/12/2006			DLD Properties, LLC	Initial Investment	Capital	2,500,000.00		2,599,759.68
Deposit	9/12/2006			Robert Ray	Loan 08 01/07 @ 20% per annum	Due (to) from Robert Ray	500,000.00		3,099,759.68
Deposit	9/12/2006			The Republic Family 2004 Irrevocable Trust	CC for closing	Contributions	600,000.00		3,699,759.68
Check	9/12/2006			Nevada State Bank	Wire Fee	Bank Service Charge		10.00	3,689,749.68
Check	9/12/2006			Eric Ritz	Initial Investment	Contributions	20,000.00		3,709,749.68
Deposit	9/13/2006			Pecan Street Plaza, LLC	Temp Loan	Due (to) from PSP	500,000.00		3,709,749.68
Deposit	9/13/2006			Go Global, Inc.	Advance from GG NSB LOC for closing	Contributions	500,000.00		3,709,749.68
Deposit	9/14/2006			Pecan Street Plaza, LLC	Temp Loan	Due (to) from PSP	40,000.00		3,709,749.68
Check	9/14/2006			Nevada Title	Closing Funds	Deposits for Closing		30,000.00	3,679,749.68
Check	9/14/2006			Nevada Title	Closing Funds	Deposits for Closing		5,150,000.00	-1,470,250.32
Deposit	9/14/2006			Nevada State Bank	Reverse Wire Fee	Bank Service Charge		25.00	-1,470,275.32
Check	9/14/2006			Nevada State Bank	Wire Fee	Bank Service Charge		25.00	-1,470,300.32
Deposit	9/25/2006			Nevada Title	Buyer Refund	Boulder Property	10,370.10		-1,459,930.22
Bill Pmt - Check	9/28/2006	1008		Slater Hanftan Group		Accounts Payable		6,800.00	-1,466,730.22
Check	10/9/2006	1009		Secretary of State		Business Licenses & Fees		50.00	-1,466,780.22
Deposit	10/24/2006			Go Global, Inc.	Certificate of Good Standing	Capital	500,000.00		-966,780.22
Check	10/24/2006	1010		Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense		178,750.00	-1,145,530.22
Check	11/1/2006	1011		Bureau of Land Management	Transfer of Right of Way Grant	Engineering Expense		160.00	-1,145,690.22
Check	11/1/2006	1012		Orlil Singer	Policy # 2008 GL	Liability		2,845.81	-1,148,536.03
Bill Pmt - Check	11/9/2006	1013		Alliance Mortgage		Accounts Payable		178,750.00	-1,327,286.03
Bill Pmt - Check	12/5/2006	1014		Maneuver LDO		Accounts Payable		5.39	-1,327,291.42
Bill Pmt - Check	12/5/2006	1015		Redneck Enterprises, LLC		Accounts Payable		525.00	-1,327,816.42
Bill Pmt - Check	12/5/2006			Slater Hanftan Group		Accounts Payable		6,805.00	-1,334,621.42
Deposit	12/21/2006			Go Global, Inc.	CC: Cover Alliance Interest Payment	Contributions	20,000.00		-1,354,621.42
Check	12/21/2006	1017		Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense		178,750.00	-1,533,371.42
Deposit	12/28/2006			Realized Gains, LLC	Temp Loan from Realized Gains, LLC	Due (to) from Realized Gains	100,000.00		-1,633,371.42
Check	12/28/2006			Desert Lake Country Club	RE: 12/27/08 Staff Expense Report	Gain Club Inventory		100,000.00	-1,733,371.42
Check	1/3/2007	1018		Jared Smith	VOID: Realistic Firm Name Filing	Due (to) from Jared Smith		233.93	-1,733,605.35
Check	1/6/2007	1019		County Clerk	VOID: Realistic Firm Name Filing	Business Licenses & Fees		0.00	-1,733,605.35
Check	1/9/2007	1020		Wayne Collier	VOID: RE: 1/2 of the costs	Due (to) from Desert Lakes Hldg		0.00	-1,733,605.35
Check	1/10/2007	1021		Desert Lakes Holdings, LLC	Opening Deposit for New Checking	Due (to) from Desert Lakes Hldg		187.38	-1,733,792.73
Check	1/12/2007	1024		Eddylive Investments, LLC	Temp Loan to cover opening of new account	Due (to) from Desert Lakes Hldg		2,500.00	-1,736,292.73
Check	1/12/2007	1022				Due (to) from Jared Smith		100.00	-1,836,392.73

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Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	1/18/2007	1025		Go Global, Inc.	CC: Payback RG loan	Contributions	50,000.00		53,800.19
Check	1/18/2007	1025		Realized Gains, LLC	Partial payback for 12/28/06 loan	Due (to) from Realized Gains		50,000.00	3,800.19
Check	1/18/2007	1027		Jared Smith	RE: 1/18/07 Start Expense Report	Due (to) from Jared Smith		568.50	3,231.69
Check	1/18/2007	1028		Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hdg		2,500.00	717.69
Check	1/18/2007	1028		Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, LLC	Due (to) from Desert Lakes Hdg		125.00	592.69
Check	1/24/2007	1029		Secretary of State	Desert Lakes Holdings Amendment to AOG	Due (to) from Desert Lakes Hdg		175.00	417.69
Check	1/28/2007	1030		Flooded Ammunition	Amtnue Order	Due (to) from Desert Lakes Hdg		8,893.30	-8,475.61
Deposit	1/28/2007			Eddylene Investments, LLC	Capital Contribution	Contributions	50,000.00		41,721.39
Check	1/30/2007	1031		Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hdg		20,000.00	21,721.39
Check	1/30/2007	1032		Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hdg		20,000.00	1,721.39
Deposit	1/31/2007			Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	Contributions	120,000.00		121,721.39
Check	1/31/2007	1033		Realized Gains, LLC	Payback 12/28/06 loan	Due (to) from Realized Gains		50,000.00	71,721.39
Check	1/31/2007	1034		Pocan Street Plaza, LLC	Payoff 8/14/08 loan & portion of 8/13/08 loan	Due (to) from PSP		65,000.00	6,721.39
Bill Print - Check	2/5/2007	1035		Morway LDO		Accounts Payable		5.39	6,716.00
Check	2/5/2007	1036		Able Lock & Alarm	Invt# 15117 for Dup Keys	Due (to) from Desert Lakes Hdg		240.62	6,475.38
Deposit	2/5/2007			Cnyll Gloger	Refund to Client	Liability		5,489.99	11,965.37
Check	2/8/2007	1037		Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	15.71	178,750.00	-172,290.81
Deposit	2/7/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	Contributions	178,750.00		6,489.09
Deposit	3/5/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	Contributions	178,750.00		185,239.09
Check	3/5/2007	1038		Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage		178,750.00	6,489.09
Deposit	3/8/2007			Go Global, Inc.	CC: Cover Appraisal Fee	Contributions	5,000.00		11,489.09
Check	3/8/2007			ANB Financial	Service Charge	Bank Service Charge		31.11	11,457.98
Bill Print - Check	3/18/2007	1039		Morway LDO		Appraisal Fees		7,500.00	3,957.98
Bill Print - Check	3/28/2007	1041		Morway LDO		Accounts Payable		13.58	3,944.40
Check	3/28/2007	1042		Pocan Street Plaza, LLC		Accounts Payable		23.27	3,921.13
Deposit	3/30/2007			Desert Lakes Holdings, LLC	Partial Loan Payment	Due (to) from PSP		1,000.00	2,921.13
Deposit	4/8/2007			The Roglich Family 2004 Irrevocable Trust	1/2 of personal property tax from PMC via DLH	Deposits	17,825.00		20,546.13
Check	4/8/2007	1043		Alliance Mortgage	CC to cover 1/2 of Alliance Interest Pymt	Undeposited Funds		734.02	21,280.15
Check	4/8/2007			Go Global, Inc.	Interest Payment on Alliance Mortgage Note	Contributions	88,375.00		110,655.15
Deposit	4/9/2007			Go Global, Inc.	CC to cover 1/2 of Alliance Interest Pymt	Mortgage	90,000.00	178,750.00	-68,084.85
Check	4/9/2007			Clark County Assessor	Service Charge	Contributions		1.10	-69,085.95
Check	4/11/2007	1044		Go Global, Inc.		Bank Service Charge		1.10	-69,087.05
Check	4/24/2007	1045		LVVWD	Payoff previous loans	Personal Property		1,816.60	-70,903.65
Check	4/24/2007	1046		Pro-Flame Gas		Due (to) from Go Global		469.78	-71,373.43
Check	4/24/2007	1047		Kinley-Horn and Associates Inc.		Water		218.18	-71,591.61
Bill Print - Check	4/24/2007	1048		Morway LDO		Gas & Electric		1,578.77	-73,170.38
Bill Print - Check	4/24/2007	1048		Integrity Engineering		Accounts Payable		5,554.50	-78,724.88
Check	4/24/2007	1050		Go Global, Inc.	Shared engineering expense inv# 73-101-05	Accounts Payable		105.97	-78,830.85
Deposit	4/25/2007			Go Global, Inc.	Deposit	Due (to) from CaneMax Nevada		2,549.52	-76,281.33
Deposit	4/30/2007			Alliance Mortgage	CC: To cover interest expense	Undeposited Funds	10,500.00		-65,731.81
Check	4/30/2007	1051		OGE Environmental, LLC	Interest Payment on Alliance Mortgage Note	Contributions	240,000.00		-65,971.81
Bill Print - Check	4/30/2007	1053		Ritz Consulting Inc.		Mortgage		178,500.00	-284,471.81
Check	5/14/2007	1054		Summer Returns		Accounts Payable		550.00	-285,021.81
Deposit	5/15/2007	1055		Go Global, Inc.	RE: Start Expense Report 5/14/07	Accounts Payable		550.00	-285,571.81
Check	5/15/2007	1056		Robert Ray	CC: Cover Robert Ray Payback	Accounts Payable		56,300.00	-341,871.81
Check	5/15/2007	1056		Alliance Mortgage	Payoff 8/12/06 loan	Due (to) from Summer Returns		49.75	-341,921.56
Deposit	5/15/2007			Go Global, Inc.	Remainder of May Interest Payment (paid only \$178,500)	Contributions	285,000.00		-57,921.56
Check	5/15/2007	1057		Pocan Street Plaza, LLC	CC: Cover PSP Payment	-SPLIT-		283,581.80	-60,503.36
Bill Print - Check	5/15/2007	1058		Nevada Power	Partial Loan Payment	Mortgage	10,000.00	250.00	-60,753.36
Bill Print - Check	5/15/2007	1058		Pro-Flame Gas		Contributions		15,000.00	-75,753.36
Bill Print - Check	5/15/2007	1061		NV Division of Environmental Protection		Accounts Payable		528.82	-76,282.18
Bill Print - Check	5/17/2007	1063		Clark County	VOID:	Accounts Payable		370.84	-76,653.02
Check	5/17/2007	1062		Desert Lake Shooting Club		Accounts Payable	0.00	171.63	-76,824.65
Bill Print - Check	5/21/2007	1065		LL Bradford & Company, LLC	Prespecification submittal for non conforming zone change	Accounts Payable		300.00	-77,124.65
Bill Print - Check	5/21/2007	1064		Pocan Street Plaza, LLC		Engineering Expense		500.00	-77,624.65
Check	5/22/2007	1068		The Roglich Family 2004 Irrevocable Trust		Accounts Payable		283.00	-77,907.65
Deposit	5/23/2007			Kinley-Horn and Associates Inc.	Partial Loan Payment	Accounts Payable		1,350.00	-79,257.65
Bill Print - Check	5/24/2007	1067		Go Global, Inc.	CC to cover Alliance Interest Payment	Due (to) from PSP		5,000.00	-84,257.65
Deposit	5/24/2007	1068		Pocan Street Plaza, LLC		Contributions	178,750.00		-66,507.65
Check	5/24/2007			Go Global, Inc.	CC: Cover PSP Pymt	Accounts Payable		2,572.68	-69,080.33
General Journal	5/28/2007			LVVWD	Partial Loan Payment	Due (to) from PSP	5,000.00		-74,080.33
Bill Print - Check	6/12/2007	1077		Sister Hanfion Group	ANB Financial Refinance	Closing Costs	2,618,715.18		-76,699.01
Bill Print - Check	6/12/2007	1076		The Roglich Family 2004 Irrevocable Trust		Accounts Payable		8,534.74	-85,233.75
Check	6/14/2007	1079		Go Global, Inc.	Capital Distribution	Accounts Payable		7,020.00	-92,253.75
Check	6/14/2007	1080		Pocan Street Plaza, LLC	Capital Distribution	Accounts Payable		200,000.00	-292,253.75
Check	6/14/2007	1081		Pro-Flame Gas	Capital Distribution	Distributions		200,000.00	-492,253.75
Check	6/14/2007	1082		Pro-Flame Gas	Capital Distribution	Undeposited Expense		549,000.00	-941,253.75
Deposit	6/14/2007			Pro-Flame Gas	Loan Payoff	Due (to) from PSP		549,000.00	-392,253.75
Bill Print - Check	6/14/2007	EFT		Payback for 6/14/07 check 1081 deposit error		Undeposited Expense	549,000.00		-392,253.75
Check	6/19/2007	1083		Nevada Power		Accounts Payable		1,082.29	-393,336.04
Deposit	6/22/2007			ANB Financial	Interest Pymt to Loan# 150000170	Mortgage		173,867.28	-219,468.76
Check	6/28/2007	1084		Go Global, Inc.	Refund of credit balance on Eldorado Cartridge Corp Pymt	Water	289.84		-219,758.60
Transfer	6/27/2007			Go Global, Inc.	Temp Loan	Due (to) from Go Global		270,000.00	-490,000.00
Check	6/27/2007	1085		Go Global, Inc.	Loan Payoff (Deposit accidentally to MTC)	NBS Money Market Account		1,300,000.00	-1,790,000.00
Deposit	6/27/2007			Nevada Water	Temp Loan	Due (to) from Go Global		250,000.00	-1,540,000.00
Deposit	6/27/2007			Go Global, Inc.	Deposit	Undeposited Funds	22,500.00		-1,562,500.00
Bill Print - Check	7/19/2007	1088		Alstare Fire Equipment	Payback overpayment of loan for 8/12/06 corrected trans	Due (to) from Go Global	275.00		-1,562,775.00
						Accounts Payable		1,584.88	-1,564,359.88

Page 2

SR002029

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11/15/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	7/13/2007	1087		Bryan Steed	Repairs & Painting on Warehouse	Repairs		3,000.00	115,100.70
Bill Pmt-Check	7/13/2007	1088		Boyd Consulting, LLC		Accounts Payable		2,000.00	113,100.70
Bill Pmt-Check	7/13/2007	1090		Kinley-Horn and Associates Inc.		Accounts Payable		25,240.95	87,859.75
Bill Pmt-Check	7/13/2007	1091		Slater Hanifan Group		Accounts Payable		2,670.00	85,189.75
Check	7/13/2007	1088		Summer Refinances		Accounts Payable		371.42	84,818.33
Bill Pmt-Check	7/16/2007	1092		Rietz Consulting Inc.	RE: 7/13/07 Staff Expense Report	Due (to) from Summer Refinances		41.00	84,777.33
Check	7/17/2007	1091		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	300,000.00	55,500.00	328,277.33
Check	7/17/2007	1093		Jared Smith	RE: Aham Rental & Reconcile Due to Balance	Due (to) from Jared Smith		938.47	328,340.88
Check	7/17/2007	1094		ANB Financial	Interest Pymt to Loan# 150000170	Mortgage		183,287.87	100,053.19
Bill Pmt-Check	7/17/2007	1095		Sierra Agency, LLC	Payback for FedEx charge on GG Amex	Accounts Payable		65,000.00	35,053.19
Check	7/17/2007	1098		Go Global, Inc.		Due (to) from Go Global		17.25	85,035.94
Bill Pmt-Check	7/18/2007	EFT		Nevada Power		Accounts Payable		1,404.40	93,631.24
Bill Pmt-Check	7/25/2007	1100		Clark County Treasurer		Accounts Payable		12,420.25	81,210.99
Bill Pmt-Check	7/25/2007	1098		Kinley-Horn and Associates Inc.	1/1/07-6/30/08 Property Tax - Parcels 189-11-002-001	Accounts Payable		13,031.51	68,179.48
Bill Pmt-Check	7/25/2007	1097		Slater Hanifan Group		Accounts Payable		2,487.50	65,711.98
Check	7/25/2007	1099		Secretary of State	Annual Manager List Filing	Business Licenses & Fees		125.00	65,586.98
Check	8/8/2007	1101		Bryan Steed	Painting of Warehouse	Repairs		13,700.00	51,886.98
Check	8/9/2007	1102		Remington Financial Group, Inc.	Deposit for Loan Origination Fee	Loan Fees		7,500.00	44,386.98
Bill Pmt-Check	8/11/2007	1104		Mercury LDO		Accounts Payable		5.28	44,381.59
Bill Pmt-Check	8/11/2007	1103		Nevada Power		Accounts Payable		1,831.15	46,308.63
Bill Pmt-Check	8/11/2007	1105		CGI Environmental, LLC		Accounts Payable		2,500.00	37,808.63
Check	8/14/2007	1093		WRG Design Inc.	Xfer to NSB Checking	NSB Money Market	150,000.00	173,887.28	107,808.63
Check	8/14/2007	1107		ANB Financial	Interest Pymt to Loan# 150000170	Mortgage		173,887.28	23,911.37
Check	8/17/2007	1108		Secretary of State	ADG & Initial List for Eldorado II	Business Licenses & Fees		200.00	23,711.37
Check	8/17/2007	1109		Nevada Department of Taxation	NV Business License for Eldorado II, LLC	Business Licenses & Fees		100.00	23,611.37
Check	8/17/2007	1110		Nevada Department of Taxation	NV Business License for Eldorado Hills, LLC	Business Licenses & Fees		100.00	23,511.37
Bill Pmt-Check	8/20/2007	EFT		LVVWD		Accounts Payable		833.91	22,677.46
Deposit	8/20/2007			Go Global, Inc.	Interest Payment on \$400K loan	Go Global Loan @ 3.25%	2,841.67		25,519.13
Bill Pmt-Check	8/5/2007	1115		Kart Anderson		Accounts Payable		5,252.00	20,266.13
Bill Pmt-Check	8/5/2007	1112		Kinley-Horn and Associates Inc.		Accounts Payable		6,283.84	13,982.29
Bill Pmt-Check	8/5/2007	1113		Mercury LDO		Accounts Payable		19,865.49	13,982.29
Bill Pmt-Check	8/5/2007	1111		Slater Hanifan Group		Accounts Payable		20.36	13,961.93
Bill Pmt-Check	8/5/2007	1114		Stripes-A-Lot		Accounts Payable		16,185.00	-2,219.87
Check	8/7/2007	1094		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	197,000.00	5,994.47	-7,324.34
Bill Pmt-Check	8/17/2007	EFT		Nevada Power		Accounts Payable		1,808.96	189,175.68
Bill Pmt-Check	8/18/2007	EFT		LVVWD		Accounts Payable		107,366.70	188,802.91
Check	8/19/2007	1118		ANB Financial	Interest Pymt to Loan# 150000170	Accounts Payable		563.79	188,802.91
Check	8/19/2007	1117		State of Nevada AR Payments	Business License Fee for 2008, Notice# 07000754577	Mortgage		173,887.28	12,905.65
Check	8/19/2007	1117		Jared Smith	RE: Aham Rental for Warehouse Chain Up	Business Licenses & Fees		100.00	12,805.65
Check	8/19/2007	1118		Go Global, Inc.	CC to cover Antonio Nevada Payment	Due (to) from Jared Smith		100.00	11,873.26
Deposit	8/20/2007			Antonio Nevada, LLC		Contributions	2,230,000.00	932.37	2,281,873.28
Check	8/20/2007			Nevada State Bank		Distributions		2,230,000.00	11,873.26
Deposit	8/21/2007			The Reglich Family 2004 Irrevocable Trust	Wire Fee	Bank Service Charge		25.00	11,848.26
Check	8/21/2007			Antonio Nevada, LLC	CG Cover Antonio Nevada Payment	Bank Service Charge	778,000.00		788,848.26
Deposit	8/21/2007			Nevada State Bank		Contributions		770,000.00	18,848.26
Check	8/21/2007			Nevada State Bank	Reverse Wire Fee	Distributions		18,848.26	19,873.28
Check	8/21/2007			Nevada State Bank	Wire Fee	Bank Service Charge	25.00		19,848.26
Bill Pmt-Check	8/24/2007	1120		Clark County Treasurer	Bank Service Charge	Bank Service Charge		10.00	19,838.26
Bill Pmt-Check	8/24/2007	1119		Kinley-Horn and Associates Inc.	Wire Fee	Bank Service Charge		25.00	19,813.26
Check	10/3/2007	1121		Smith Consulting Inc.	1/1/07-6/30/08 Property Tax - Parcels 189-11-002-001	Accounts Payable		12,420.25	7,410.00
Check	10/3/2007	1122		Owens Geotechnical, Inc.		Accounts Payable		2,346.88	5,063.15
Bill Pmt-Check	10/5/2007	1123		Slater Hanifan Group	Consulting Fee Sept-07	Accounts Payable		2,400.00	1,658.15
Bill Pmt-Check	10/5/2007	1124		State of Nevada AR Payments		Accounts Payable		6,707.50	-8,409.35
Bill Pmt-Check	10/5/2007	1125		WRG Design Inc.		Accounts Payable		160.00	-8,569.35
Check	10/10/2007	1128		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	200,000.00	1,350.00	-10,859.35
Check	10/10/2007	1129		Mercury LDO		Accounts Payable		1,350.00	169,140.65
Bill Pmt-Check	10/17/2007	EFT		Nevada Power		Accounts Payable		118.37	169,022.28
Bill Pmt-Check	10/18/2007	1128		Applied Analysts		Accounts Payable		1,622.77	167,401.51
Check	10/18/2007	1127		ANB Financial	Interest Pymt to Loan# 150000170	Accounts Payable		9,225.00	176,176.51
Check	10/18/2007	1129		Jacob Feingold	VOID: RE: Continental Flight to LV for Investor Presentation of CanaMex	Mortgage		164,287.67	9,888.84
Bill Pmt-Check	10/22/2007	EFT		LVVWD		Accounts Payable		6.00	9,882.84
Deposit	10/24/2007			DAD Properties, LLC	Deposit	Undeposited Funds		6,367.72	16,250.56
Check	10/24/2007	1130		Boulder Disposal Inc.	RE: Continental Flight to LV for Investors Investor Presentation	Travel	1,600.00		14,650.56
Bill Pmt-Check	10/25/2007	1132		Pro-Flame Gas		Accounts Payable		5,471.00	9,179.56
Bill Pmt-Check	10/25/2007	1133		Eldorado Hills, LLC		Accounts Payable		749.87	8,429.69
Check	10/25/2007			Clark County	Online Xfer to NSB Checking	NSB Money Market	8,000.00	54.65	12,566.50
Check	10/25/2007	1131		Clark County	NCZ Submittal Fee	Engineering Expense		5,150.00	7,416.50
Bill Pmt-Check	10/31/2007	1134		Kinley-Horn and Associates Inc.		Accounts Payable		1,900.28	5,516.22
Bill Pmt-Check	10/31/2007	1135		Slater Hanifan Group		Accounts Payable		23,002.50	-17,486.28
Check	10/31/2007	1138		Smith Consulting Inc.		Accounts Payable		3,333.00	-19,819.28
Check	10/31/2007	1138		Bryan Steed	Consulting Fee Oct-07	Consulting		3,333.00	-23,152.28
Deposit	11/2/2007			Eldorado Hills, LLC	Painting of Warehouse & Water Tower	NSB Money Market	20,000.00		-43,152.28
Deposit	11/2/2007			Eldorado Hills, LLC	Online Transfer	NSB Money Market	5,000.00		-48,152.28
Check	11/2/2007	1137		Slater Hanifan Group	Balance for NCZ Clark County Submittal Fee	Engineering Expense		325.00	-48,477.28
Check	11/3/2007	1139		Ogill Singer	Policy # 2007 GL	Liability		2,833.10	-51,310.38
Bill Pmt-Check	11/8/2007	1140		Boulder Disposal Inc.		Accounts Payable		499.96	-51,810.34
Check	11/8/2007			Eldorado Hills, LLC		NSB Money Market	5,000.00		-56,810.34
Bill Pmt-Check	11/18/2007	EFT		Nevada Power	Online Xfer to NSB Checking	Accounts Payable		1,420.50	-58,230.84

Page 3

SR002030

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11/18/05

Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Name	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	11/18/2007			Go Global, Inc.	Loan to cover Nov ANB Interest Pymt	Contributors	174,000.00		175,889.16
Check	11/18/2007	1141		ANB Financial	Interest Pymt to Loan# 150000170	Mortgage		173,897.28	1,771.90
Bill Print - Check	11/18/2007	1142		Boyd Consulting, LLC	Client Meetings Oct 4, 8, 15, 18	Accounts Payable		500.00	1,271.90
Bill Print - Check	11/18/2007	EFT		LVAWD		Accounts Payable		1,884.39	-566.49
Deposit	11/21/2007			Bentwood Gunsmithing		Undeposited Funds	800.00		203.61
Deposit	11/30/2007			Go Global, Inc.	CC: Cover Expenses	Contributions	5,000.00		5,203.61
Check	11/30/2007	1143		Smith Consulting Inc.	Consulting Fee Nov-07	Consulting		3,333.00	1,870.61
Deposit	12/7/2007			Canamex Nevada, LLC	Down Payment for Canamex Nevada, LLC Equity Purchase	Due (to) from Canamex Nevada,	1,500,000.00		1,501,870.61
Check	12/8/2007			Eldorado Hills, LLC	Online Xfer	NSB Money Market		1,490,000.00	51,870.61
Bill Print - Check	12/12/2007	1148		Applied Analysis		Accounts Payable		8,650.50	40,220.51
Bill Print - Check	12/12/2007	1144		Boulder Disposal Inc.		Accounts Payable		249.89	45,970.52
Bill Print - Check	12/12/2007	1145		Kimley-Horn and Associates Inc.		Accounts Payable		921.38	45,049.14
Bill Print - Check	12/12/2007	1147		Slater Hauling Group		Accounts Payable		1,552.50	43,496.64
Check	12/18/2007	1148		Rietz Consulting Inc.		Due (to) from Rietz Consulting		55.00	43,441.64
Check	12/18/2007	1149		Daniel DeArmas		Due (to) from Dan DeArmas		389.58	43,052.06
Check	12/18/2007	1150		MT. Charleston View, LLC		Rent	15,000.00	15,000.00	28,052.06
Deposit	12/18/2007			HPCH, LLC	Paycheck 12/18/07 deposit error for check# 1150	Rent		15,000.00	43,052.06
Check	12/21/2007			Go Global, Inc.	RE: Planning Commission Lunch Meeting	Contributions	175,000.00		203,041.88
Check	12/21/2007	1152		ANB Financial	RE: 12/5/07 & 11/22/07 Staff Expense Report	Mortgage		168,287.87	34,754.01
Bill Print - Check	12/24/2007	EFT		LVAWD	Rent for 2007 (Error check sbe to HPCH)	Accounts Payable		463.39	34,290.62
Deposit	12/28/2007			Go Global, Inc.	Paycheck 12/18/07 deposit error for check# 1150	Contributions	25,000.00		59,290.62
Bill Print - Check	12/28/2007	1153		State of Nevada AR Payments	CC: Cover Engineering Expenses	Accounts Payable		43,810.00	15,650.62
Check	12/28/2007	1154		Smith Consulting Inc.	Business License for Eldorado Hills, LLC for Period Ending 8/31/08	Accounts Payable		15,550.82	15,550.82
Check	12/28/2007	1155		Nevada Power	Consulting Fee Dec-07	Consulting		3,333.00	12,217.82
Deposit	1/8/2008			Clark County Treasurer		Accounts Payable	800.00		10,974.29
Bill Print - Check	1/16/2008	1168		Eldorado Hills, LLC	Deposit	Undeposited Funds		12,420.00	11,774.29
Check	1/16/2008			Go Global, Inc.	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable		4,457.78	14,503.31
Deposit	1/16/2008			Mabo International	Online Xfer to NSB Checking	NSB Money Market	3,142.57		2,486.81
Bill Print - Check	1/16/2008			RUSHOURGRAFFIC	Loan to cover expenses	Contributions	20,000.00		22,488.81
Bill Print - Check	1/16/2008	1157		LVAWD	Wire Transfer	Accounts Payable		7,996.50	14,503.31
Bill Print - Check	1/17/2008	EFT		Boulder Disposal Inc.		Accounts Payable		1,300.00	13,203.31
Bill Print - Check	1/25/2008	1158		Kimley-Horn and Associates Inc.		Accounts Payable		462.09	12,741.22
Bill Print - Check	1/25/2008	1159		Owens Geotechnical, Inc.		Accounts Payable		248.89	12,492.33
Bill Print - Check	1/25/2008	1160		Eldorado Hills, LLC	Ongoing NDOT Coordination	Accounts Payable		233.50	12,258.83
Check	2/1/2008			Daniel DeArmas	Geotech Services for Rinko Quarry Site	Accounts Payable		8,127.50	4,077.23
Check	2/1/2008	1161		Smith Consulting Inc.	Online Xfer to NSB Checking	NSB Money Market	5,000.00		9,077.23
Bill Print - Check	2/18/2008	EFT		LVAWD	RE: 12/08 Staff Expense Report	Due (to) from Dan DeArmas		345.00	8,732.23
Bill Print - Check	2/21/2008	1163		DOUGL	Consulting Fee Jan-08	Consulting		3,333.00	5,399.23
Check	2/21/2008	1164		ANB Financial		Accounts Payable		1,018.89	4,380.24
Check	2/21/2008			Go Global, Inc.	Interest Pymt to Loan# 150000170	Accounts Payable		150.00	4,230.24
Deposit	2/23/2008			Boulder Disposal Inc.	Service Charge	Mortgage		173,897.28	-169,667.07
Bill Print - Check	2/23/2008	1165		Clark County Treasurer	Loan to cover ANB Interest Pymt	Bank Service Charge	180,000.00		-189,712.41
Bill Print - Check	2/23/2008	1166		Go Global, Inc.	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Contributions		282.49	10,287.59
Deposit	2/23/2008			Nevada Power	Loan to cover property tax	Accounts Payable		12,423.29	10,025.10
Bill Print - Check	2/28/2008	EFT		Smith Consulting Inc.		Accounts Payable	10,000.00		-2,395.15
Check	2/28/2008	1167		Eldorado Hills, LLC	Consulting Fee Feb-08	Contributions		7,804.85	7,804.85
Deposit	2/28/2008			Kimley-Horn and Associates Inc.	Online Xfer	Accounts Payable		4,824.87	1,291.07
Bill Print - Check	2/28/2008	1168		OGE Environmental, LLC		NSB Money Market	5,106.99		8,388.06
Bill Print - Check	2/28/2008	1169		Daniel DeArmas		Accounts Payable		3,563.13	2,815.53
Check	2/28/2008	1170		Kent Anderson	RE: 2/28/08 Staff Expense Report	Due (to) from Dan DeArmas		650.00	1,965.53
Bill Print - Check	3/2/2008	1172		Eldorado Hills, LLC	Online Xfer	NSB Money Market	15,000.00		1,811.53
Deposit	3/17/2008	EFT		LVAWD		Accounts Payable	15,000.00		-11,825.97
Check	3/19/2008			Nevada Power		Accounts Payable		282.37	3,374.03
Deposit	3/24/2008			Bentwood Gunsmithing		Gas & Electric		1,403.45	3,111.66
Check	3/24/2008	1173		Nevada Water	Deposit	Undeposited Funds	1,120.00		2,828.21
Deposit	3/25/2008			Desert Lakes Holdings, LLC	Deposit	Undeposited Funds	15,000.00		1,828.21
Payment	3/28/2008	17694		Nevada Water	Interest Pymt to Loan# 150000170	Mortgage		162,878.08	-144,849.87
Deposit	3/28/2008			Go Global, Inc.	March 2008 Rent	Rental Income	5,000.00		-139,849.87
Bill Print - Check	3/31/2008	1175		Boulder Disposal Inc.	Loan to cover interest payments	Accounts Receivable	15,000.00		-124,849.87
Bill Print - Check	3/31/2008	1176		Boyd Consulting, LLC		Contributions		282.49	42,687.04
Bill Print - Check	3/31/2008	1174		Kimley-Horn and Associates Inc.	Meeting w/FS and BLM	Accounts Payable		1,125.00	41,762.04
Check	3/31/2008	1177		Daniel DeArmas		Accounts Payable		389.65	41,372.99
Bill Print - Check	3/31/2008	1178		AMTI	RE: 3/31/08 Staff Expense Report	Due (to) from Dan DeArmas		213.01	41,159.98
Deposit	3/31/2008			Desert Lakes Holdings, LLC		Accounts Payable		9,100.00	32,059.98
Check	3/31/2008	1171		Desert Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00		37,059.98
Deposit	4/1/2008			Ogilby Singer	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00		47,059.98
Check	4/1/2008	1179		Go Global, Inc.	Add Additional Insured	Liability		103.90	46,956.08
Deposit	4/1/2008			Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	20,000.00		66,956.08
Check	4/1/2008			Boulder Disposal Inc.	Paycheck for Continental Ticket charged on GC Amex	Due (to) from Go Global		1,120.00	65,836.08
Bill Print - Check	4/14/2008	1180		LL Bradford & Company, LLC		Accounts Payable		282.49	75,573.59
Bill Print - Check	4/14/2008	1181		LVAWD		Accounts Payable		1,550.00	74,023.59
Bill Print - Check	4/15/2008	EFT		Nevada Power		Accounts Payable		228.44	73,795.15
Bill Print - Check	4/16/2008	EFT		Desert Lakes Holdings, LLC		Accounts Payable		1,395.84	72,400.51
Check	4/22/2008	1182		ANB Financial	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00		77,400.51
					Interest Pymt to Loan# 150000170	Mortgage		173,897.28	-96,489.75

Page 4

SR002031

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	4/28/2008			Homestead 2001, LLC	Temp Loan	Due (to) from Homestead 2001	100,000.00		3,510.25
Deposit	5/2/2008			Go Global, Inc.	Loan to cover interest payments	Go Global Note Payable @ 22%	100,000.00		103,510.25
Check	5/2/2008	1153		Homestead 2001, LLC	Loan Paybook	Due (to) from Homestead 2001		100,000.00	3,510.25
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00		8,510.25
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00		13,510.25
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00		18,510.25
Bill Pmt-Check	5/9/2008			Mabo International	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00		23,510.25
Deposit	5/14/2008			Desert Lakes Holdings LLC	Warehouse Rental	Accounts Payable		7,998.50	15,513.75
Deposit	5/14/2008			Desert Lakes Holdings LLC		Due (to) from Desert Lakes Hldg	20,000.00		35,513.75
Bill Pmt-Check	5/15/2008	EFT		Nevada Power		Rental Income	2,000.00		37,513.75
Bill Pmt-Check	5/19/2008	1184		Boulder Disposal Inc.		Accounts Payable		1,299.99	36,213.76
Bill Pmt-Check	5/19/2008	1185		Slater Hanftan Group		Accounts Payable		282.48	35,931.27
Bill Pmt-Check	5/23/2008	EFT		LVVWD		Accounts Payable		550.00	35,401.27
Check	5/23/2008	1189		ANB Financial	Interest Pymt to Loans# 150000170	Accounts Payable		180.54	35,220.73
Payment	5/27/2008	18174		Nevada Water		Mortgage		188,227.87	-133,066.94
Deposit	5/28/2008			The Roglich Family 2004 Irrevocable Trust	CC for ANB Interest Pymt	Accounts Receivable	15,000.00		-118,066.94
Deposit	5/28/2008			Go Global, Inc.	CC for ANB Interest Pymt	Contributions	54,000.00		-64,066.94
Payment	5/30/2008	1038		Bentwood Gunsmithing	Loan to cover ANB Interest Pymt	Go Global Note Payable @ 22%	25,000.00		-10,066.94
Bill Pmt-Check	6/6/2008	EFT		Nevada Power		Accounts Receivable	1,500.00		-15,533.08
Bill Pmt-Check	6/6/2008	1147		Slater Hanftan Group		Accounts Payable		1,259.87	-15,273.39
Deposit	6/12/2008			VTI Associates	Deposit	Accounts Payable		9,539.00	-5,634.39
Bill Pmt-Check	6/16/2008	EFT		LVVWD		Rental Income	1,700.00		-7,334.39
Bill Pmt-Check	6/18/2008	1182		Boulder Disposal Inc.		Accounts Payable		418.92	-7,217.47
Bill Pmt-Check	6/18/2008	1189		NV Division of Environmental Protection		Accounts Payable		282.49	-8,054.98
Deposit	6/19/2008			Pulaski Bank	Annual Fee for: 7/1/08-6/30/09	Accounts Payable		300.00	-8,654.98
Check	6/19/2008	1190		Clark County Assessor	Assess 117057-99	Pulaski Bank MMA	100,151.08		100,808.08
Deposit	6/27/2008			The Roglich Family 2004 Irrevocable Trust	CC to cover ANB Interest Payment	Personal Property	34,000.00	1,448.61	139,357.45
Deposit	6/27/2008			Go Global, Inc.	CC for ANB Interest Payment	Contributions	34,000.00		173,357.45
Check	7/2/2008			Nevada Water	Deposit	Undeposited Funds	15,000.00		188,357.45
Deposit	7/2/2008			FDIC as receiver for ANB Commercial	Interest Payment on old ANB Loan	Mortgage		168,000.00	20,357.45
Deposit	7/6/2008	1191		Desert Lakes Holdings LLC	Deposit	Accounts Payable	73,870.00		94,227.45
Bill Pmt-Check	7/17/2008	EFT		LVVWD		Accounts Payable		577.53	93,649.92
Bill Pmt-Check	7/17/2008	EFT		Nevada Power		Accounts Payable		1,326.80	92,323.12
Bill Pmt-Check	7/21/2008	1192		AMTI		Accounts Payable		3,300.00	89,023.12
Bill Pmt-Check	7/21/2008	1194		Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable		282.48	88,160.53
Bill Pmt-Check	7/21/2008	1195		FedEx		Accounts Payable		40.98	88,119.55
Check	7/28/2008	1195		Secretary of State	Annual List Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees		57,869.65	30,249.90
Check	8/4/2008	1196		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable		13,413.87	16,836.77
Bill Pmt-Check	8/4/2008	1187		Eldorado Hills, LLC	Online Xfer	NSB Money Market	60,000.00		14,455.78
Bill Pmt-Check	8/11/2008	1198		State of Nevada Business License Renewal	Customer# 30-89 0	Accounts Payable	100.00		14,355.78
Bill Pmt-Check	8/12/2008	1199		Boulder Disposal Inc.		Accounts Payable	273.29		14,082.49
Bill Pmt-Check	8/13/2008	EFT		Nitz Consulting Inc.		Accounts Payable	2,015.00		12,067.49
Bill Pmt-Check	8/13/2008	EFT		LVVWD		Accounts Payable		523.83	11,543.66
Bill Pmt-Check	8/15/2008	EFT		Nevada Power	Customer# 30-89 0	Accounts Payable		1,417.26	10,126.40
Bill Pmt-Check	8/17/2008	1200		Boulder Disposal Inc.		Accounts Payable		273.29	9,853.11
Bill Pmt-Check	8/17/2008	EFT		Nevada Power		Accounts Payable		1,519.02	8,334.07
Deposit	9/17/2008	1201		State of Nevada Business License Renewal	Licenses# 010-1006807358	Accounts Payable		100.00	8,234.07
Bill Pmt-Check	9/17/2008	1202		Bentwood Gunsmithing	Deposit	Undeposited Funds	1,800.00		6,434.07
Bill Pmt-Check	9/19/2008	EFT		Nitz Consulting Inc.		Accounts Payable		606.00	5,828.07
Deposit	10/1/2008			LVVWD		Accounts Payable		805.91	5,022.16
Deposit	10/1/2008			Bentwood Gunsmithing	Deposit	Undeposited Funds	2,880.00		11,307.16
Bill Pmt-Check	10/1/2008	1203		Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	Undeposited Funds-Holding	5,023.00		16,330.16
Deposit	10/1/2008			Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable		13,413.87	29,744.03
Bill Pmt-Check	10/1/2008	EFT		Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	Due (to) from Desert Lakes Hldg	10,000.00		19,744.03
Bill Pmt-Check	10/1/2008	EFT		Nevada Power		Accounts Payable		1,241.58	18,502.45
Check	10/27/2008	1204		LVVWD		Accounts Payable		289.40	17,212.95
Check	10/27/2008	1204		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00		12,212.95
Bill Pmt-Check	10/27/2008	1205		Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%		55,000.00	6,212.95
Check	10/27/2008			Kerr Anderson		Accounts Payable		2,437.00	3,775.95
Check	10/27/2008			Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00		13,712.95
Check	10/27/2008			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,000.00		10,712.95
Check	10/27/2008			Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%		15,000.00	-4,287.05
Total NSB Checking							17,823,910.18	17,821,964.63	1,945.53

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
NSB Money Market									0.00
Transfer	6/27/2007				Xfer to Money Market Account	NSB Checking	1,300,000.00		1,300,000.00
Deposit	6/27/2007				Interest	Interest Income	68.98		1,300,068.98
Check	7/17/2007	0091		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking		300,000.00	1,000,068.98
Check	7/25/2007	0092		Go Global, Inc.	Loan to pay LOC	Go Global Loan @ 0.25%		400,000.00	600,068.98
Deposit	7/27/2007				Interest	Interest Income	1,814.61		601,883.57
Check	8/14/2007	0093		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking		180,000.00	421,883.57
Deposit	8/31/2007				Interest	Interest Income	1,990.39		423,873.96
Check	9/7/2007				Xfer to NSB Checking	Interest		197,000.00	226,873.96
Deposit	9/28/2007	0094		Eldorado Hills, LLC	Interest	Interest Income	1,149.29		228,023.25
Check	10/5/2007	1001		Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking		200,000.00	28,023.25
Check	10/24/2007			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		8,000.00	20,023.25
Deposit	10/31/2007				Interest	Interest Income	467.58		20,490.83
Deposit	11/2/2007			Eldorado Hills, LLC	Online Transfer	NSB Checking		20,000.00	20,490.83
Check	11/2/2007			Eldorado Hills, LLC	Online Transfer	NSB Checking		5,000.00	15,490.83
Check	11/2/2007			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		5,000.00	10,490.83
Bill Pmt - Check	11/21/2007	0095		Cwms Geotechnical, Inc.	Accounts Payable	Accounts Payable		8,150.00	2,338.83
Check	11/30/2007				Service Charge	Bank Service Charge		10.00	2,328.83
Deposit	11/30/2007				Interest	Interest Income	44.59		2,373.22
Check	12/2/2007			Eldorado Hills, LLC	Online Xfer	NSB Checking	1,450,000.00		923.22
Check	12/31/2007	1142		Go Global, Inc.	Consulting	Bank Service Charge		10.00	913.22
Deposit	1/21/2008				Service Charge	Interest	779.35		33,142.57
Check	1/19/2008			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		3,142.57	30,000.00
Deposit	1/31/2008				Interest	Interest Income	108.99		30,108.99
Check	2/1/2008			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		5,108.99	25,000.00
Deposit	2/28/2008			Eldorado Hills, LLC	Online Xfer	Interest		5,108.99	20,000.00
Deposit	2/28/2008			Eldorado Hills, LLC	Interest	NSB Checking	67.58		20,067.58
Deposit	3/5/2008				Online Xfer	NSB Checking		15,000.00	5,067.58
Deposit	3/5/2008				Interest	Interest Income	19.30		5,086.88
Deposit	4/30/2008				Interest	Interest Income	11.73		5,108.61
Deposit	5/30/2008				Interest	Interest Income	10.99		5,119.60
Deposit	6/30/2008				Interest	Interest Income	11.36		5,131.02
Deposit	7/31/2008				Interest	Interest Income	11.35		5,142.40
Check	8/4/2008			Eldorado Hills, LLC	Online Xfer	NSB Checking	60,000.00		4,542.40
Deposit	8/26/2008				Interest	Interest Income	122.44		4,664.84
Deposit	9/30/2008				Interest	Interest Income	149.85		4,814.69
Check	10/17/2008	1002		Go Global, Inc.	Interest Payment on 5/2008 loan @ 22% through 10/17/08	Go Global Note Payable @ 22%		12,250.68	1,564.01
Check	10/27/2008			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		50,000.00	1,514.01
Check	10/27/2008			Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking		3,000.00	151.81
Total NSB Money Market							2,816,824.05	2,816,673.24	153.61
Petty Cash									0.00
Total Petty Cash									0.00
Accounts Receivable									0.00
Invoice	3/1/2007	100		Nevada Water		-SPLIT-	17,825.00		17,825.00
Invoice	3/1/2007	101		Nevada Water		Rental Income	10,500.00		28,325.00
Payment	3/30/2007	16061		Nevada Water		Undeposited Funds		17,825.00	10,500.00
Payment	4/25/2007	16168		Nevada Water		Undeposited Funds		10,500.00	0.00
Invoice	6/1/2007	102		Nevada Water		Rental Income	15,000.00		15,000.00
Invoice	6/1/2007	103		Nevada Water		Rental Income	7,500.00		22,500.00
Payment	6/27/2007	16571		Nevada Water		Undeposited Funds		22,500.00	0.00
Invoice	6/1/2007	104		Bentwood Gunsmithing		Rental Income	800.00		800.00
Invoice	10/1/2007	106		Bentwood Gunsmithing		Undeposited Funds	800.00		1,600.00
Payment	10/24/2007			Bentwood Gunsmithing		Undeposited Funds		1,600.00	0.00
Payment	11/21/2007			Bentwood Gunsmithing		Undeposited Funds		800.00	0.00
Invoice	12/1/2007	105		Bentwood Gunsmithing		Rental Income	800.00		800.00
Invoice	12/1/2007	106		Bentwood Gunsmithing		Undeposited Funds	800.00		1,600.00
Payment	12/31/2007			Bentwood Gunsmithing		Undeposited Funds		800.00	0.00
Invoice	1/1/2008	111		Bentwood Gunsmithing		Rental Income	800.00		800.00
Invoice	2/1/2008	112		Bentwood Gunsmithing		Rental Income	800.00		1,600.00
Invoice	2/15/2008	107		Nevada Water		Rental Income	15,000.00		16,600.00
Invoice	3/1/2008	113		Bentwood Gunsmithing		Rental Income	800.00		17,400.00
Invoice	3/1/2008	109		Nevada Water		Rental Income	15,000.00		32,400.00
Payment	3/24/2008			Bentwood Gunsmithing		Undeposited Funds		1,120.00	31,280.00
Payment	3/24/2008	17925		Nevada Water		Undeposited Funds		15,000.00	16,160.00
Payment	3/26/2008	17964		Nevada Water		NSB Checking	800.00		15,360.00
Invoice	4/1/2008	114		Bentwood Gunsmithing		Rental Income	800.00		16,160.00
Invoice	4/15/2008	110		Nevada Water		Rental Income	2,080.00		18,240.00
Invoice	5/1/2008	117		Bentwood Gunsmithing		Rental Income	15,000.00		33,240.00
Invoice	5/15/2008	116		Nevada Water		Rental Income	800.00		34,040.00
Payment	5/27/2008	18174		Nevada Water		NSB Checking	15,000.00		19,040.00
Payment	5/30/2008	1038		Bentwood Gunsmithing		NSB Checking		15,000.00	4,040.00
Invoice	6/1/2008	118		Bentwood Gunsmithing		Rental Income	800.00		4,840.00
Payment	6/15/2008			Nevada Water		Undeposited Funds		15,000.00	2,840.00
Invoice	7/1/2008	119		Bentwood Gunsmithing		Rental Income	800.00		3,640.00
Invoice	8/1/2008	120		Bentwood Gunsmithing		Rental Income	800.00		4,440.00
Payment	8/26/2008	1201		Bentwood Gunsmithing		Undeposited Funds		1,800.00	2,640.00

SR002033

3:38 PM

11/19/08

Accrual Basis

**Eldorado Hills, LLC**  
**General Ledger**  
 As of October 29, 2008

Type	Date	Num	Adj	Name	Name	Split	Debit	Credit	Balance
Invoice	9/1/2008	121		Bentwood Gunsmithing		Rental Income	800.00		2,880.00
Payment	9/30/2008	1702		Bentwood Gunsmithing		Undeposited Funds		2,880.00	0.00
Total Accounts Receivable					DLSC Room for Matt Bobb Rank		121,025.00	121,025.00	0.00
Deposits for Closing									0.00
General Journal	3/17/2008	5		The Roglich Family 2004 Irrevocable Trust	EMD for purchase from Pan Metal Corporation (Paid w/GG-BOLV cha...	Capital	250,000.00		250,000.00
General Journal	3/17/2008	12		Nevada Title	EMD	Capital	250,000.00		500,000.00
Check	9/14/2008			Nevada Title	Closing Funds	NSB Checking	30,000.00		530,000.00
Check	9/14/2008			Nevada Title	Closing Funds	NSB Checking	5,150,000.00		5,580,000.00
General Journal	9/14/2008	18			Pan Metal Property Closing	Souder Property		5,880,000.00	0.00
Total Deposits for Closing							5,880,000.00	5,880,000.00	0.00
Due (to) from Other Party									0.00
Due (to) from Dan DeArmas									0.00
General Journal	10/17/2007			Office Depot	CD Jewel Cases	Office Supplies		24.99	-24.99
General Journal	12/8/2007			Software King	Microsoft Project			374.97	-374.97
Check	12/10/2007	1148		Daniel DeArmas	RE: 12/5/07 & 11/28/07 Staff Expense Report	NSB Checking	399.99		0.00
General Journal	1/30/2008			NAJOP	Buyers Guide Listing	Marketing Expense		345.00	-345.00
Check	2/12/2008	1161		Daniel DeArmas	RE: 1/30/08 Staff Expense Report	NSB Checking	345.00		0.00
General Journal	2/12/2008			Southwest Airlines		Travel		154.00	-154.00
Check	2/28/2008	1170		Daniel DeArmas	RE: 2/28/08 Staff Expense Report	NSB Checking	154.00		0.00
General Journal	3/31/2008			Office Depot	Supplies for Marketing presentation	Office Supplies		213.01	-213.01
Check	3/31/2008	1177		Daniel DeArmas	RE: 3/31/08 Staff Expense Report	NSB Checking	213.01		0.00
Total Due (to) from Dan DeArmas							1,111.97	1,111.97	0.00
Due (to) from Rietz Consulting									0.00
General Journal	11/27/2007			McComick & Schmick	Planning Commissioner Meeting	Meals & Entertainment		55.00	-55.00
Check	12/10/2007	1148		Rietz Consulting Inc.	RE: Planning Commission Lunch Meeting	NSB Checking	55.00		0.00
Total Due (to) from Rietz Consulting							55.00	55.00	0.00
Due (to) from Jared Smith									0.00
General Journal	12/10/2008	16			Gas Mileage to Gun Club	Mileage Expense		36.00	-36.00
General Journal	12/28/2008	15		Lowe's	Paint	Repairs		17.93	-53.93
General Journal	12/28/2008	17			Gas Mileage to Gun Club	Mileage Expense		36.00	-89.93
General Journal	1/2/2007	18			Gas Mileage to Gun Club	Mileage Expense		36.00	-125.93
General Journal	1/3/2007	19			Gas Mileage to Gun Club	Mileage Expense		36.00	-161.93
Check	1/3/2007	1018		Jared Smith	RE: 12/27/08 Staff Expense Report	NSB Checking	233.93		72.00
General Journal	1/3/2007	23		Pancake House		Meals & Entertainment		19.23	92.77
General Journal	1/4/2007	20			Gas Mileage to Gun Club	Mileage Expense		36.00	18.77
General Journal	1/4/2007	24		The Home Depot	Gas Mileage to Gun Club	Tools & Mat. Equipment		249.73	-232.96
General Journal	1/4/2007	25			Gas Mileage to Gun Club	Mileage Expense		35.80	-298.58
General Journal	1/5/2007	21			Gas Mileage to Gun Club	Mileage Expense		36.00	-304.58
General Journal	1/8/2007	27		USPS	Membership Mailings	Postage & Delivery		95.94	-400.50
Check	1/12/2007	1022		Edsbyline Investments, LLC	Term Loan to cover opening of new account	NSB Checking	100.00		-500.50
General Journal	1/16/2007	28		NSCA	NSCA Membership	Dues & Subscriptions		100.00	-600.50
General Journal	1/16/2007	29		Clark County	Fictitious Name Filing	Business Licenses & Fees		20.00	-620.50
General Journal	1/16/2007	31			Gas for GMC	Gas		12.40	-632.90
General Journal	1/17/2007	36			Gas Mileage to Gun Club	Mileage Expense		35.60	-668.50
General Journal	1/17/2007	30		Clark County	Fictitious Name Filing	Business Licenses & Fees		20.00	-688.50
Check	1/18/2007	1028		Jared Smith	RE: 1/18/07 Staff Expense Report	NSB Checking	588.50		100.00
General Journal	7/8/2007			Ahem Rentals	Rental for painting	Equipment Rental		936.47	-936.47
Check	7/17/2007	1093		Jared Smith	RE: Ahem Rental & Records Due to Balance	NSB Checking	936.47		0.00
General Journal	9/18/2007			Ahem Rentals	Skiploader for Warehouse clean up	Equipment Rental		932.37	-932.37
Check	9/19/2007	1116		Jared Smith	RE: Ahem Rental for Warehouse Clean Up	NSB Checking	932.37		0.00
Total Due (to) from Jared Smith							2,781.27	2,781.27	0.00
Due (to) from Robert Ray									0.00
Deposit	9/12/2008			Robert Ray	Loan III 01/07 @ 20% per annum	NSB Checking		500,000.00	-500,000.00
Check	5/15/2007	1055		Robert Ray	Payoff 9/12/08 loan	NSB Checking	250,000.00		-250,000.00
Deposit	5/15/2007			Ray Family Trust	Deposit	-SPLIT-	250,000.00		0.00
Total Due (to) from Robert Ray							500,000.00	500,000.00	0.00
Due (to) from Summer Rollamas									0.00
General Journal	4/12/2007	LLB-08-6		Terrible Harst	Gas	Gas		49.75	-49.75
Check	5/14/2007	1054		Summer Rollamas	RE: Staff Expense Report 5/14/07	NSB Checking		41.00	-90.75
General Journal	7/13/2007			USPS	Stamps	Postage & Delivery		41.00	-131.75
Check	7/13/2007	1088		Summer Rollamas	RE: 7/13/07 Staff Expense Report	NSB Checking		90.75	-222.50
Total Due (to) from Summer Rollamas								90.75	0.00
Due (to) from Other Party - Other									0.00
Total Due (to) from Other Party - Other									0.00
Total Due (to) from Other Party							504,048.99	504,048.99	0.00
Due (to) from Related Party									0.00
Due (to) from Homestead 2001									0.00
Deposit	4/28/2008			Homestead 2001, LLC	Temp Loan	NSB Checking		100,000.00	-100,000.00
Check	5/2/2008	1183		Homestead 2001, LLC	Loan Payback	NSB Checking	100,000.00		0.00
Total Due (to) from Homestead 2001							100,000.00	100,000.00	0.00

Page 7

SR002034

JA\_005053

3:58 PM

11/19/08

Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Due (to) from Desert Lakes Hldg									0.00
General Journal	1/4/2007			Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Gun Club Inventory	100,000.00		100,000.00
Check	1/8/2007	1020		Wayne Collier	VOID: RE: 1/2 of tire costs	NSB Checking	0.00		100,000.00
Check	1/10/2007	1021		Wayne Collier	RE: 1/2 of tire costs	NSB Checking	187.36		100,187.36
Check	1/12/2007	1024		Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NSB Checking	2,500.00		102,687.36
Check	1/18/2007	1027		Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	2,500.00		105,187.36
Check	1/18/2007	1028		Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, LLC	NSB Checking	125.00		105,312.36
Check	1/24/2007	1029		Secretary of State	Desert Lakes Holdings Amendment to AOG	NSB Checking	175.00		105,487.36
Check	1/25/2007	1030		Pisuzzi Ammunition	Ammo Order	NSB Checking	8,898.30		114,385.66
Check	1/30/2007	1031		Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00		134,385.66
Check	1/30/2007	1032		Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00		154,385.66
Check	2/9/2007	1036		Alta Lock & Adam	Invt 15117 for Dup Keys	NSB Checking	240.82		154,626.48
Deposit	3/1/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		10,000.00	144,626.48
Deposit	4/1/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		20,000.00	124,626.48
Deposit	4/14/2008	1437		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		10,000.00	114,626.48
Deposit	4/21/2008	1475		Desert Lakes Holdings, LLC	Loan Payment	NSB Checking		5,000.00	109,626.48
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		5,000.00	104,626.48
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		5,000.00	99,626.48
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		5,000.00	94,626.48
Deposit	5/7/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		5,000.00	89,626.48
Deposit	5/14/2008			Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking		20,000.00	69,626.48
Deposit	10/10/2008			Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	NSB Checking		10,000.00	59,626.48
General Journal	10/27/2008			Jared Smith	Apply Jared's CC to DLSC Loan	Distributions		9,424.28	50,202.20
Deposit	10/27/2008			Desert Lakes Holdings LLC	Accumulated Interest at 10% through 10/27/08	Loan Interest	23,233.47		26,968.72
Deposit	10/27/2008			Desert Lakes Holdings LLC	Loan Pymt	NSB Checking		10,000.00	16,968.72
General Journal	10/27/2008			Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSC	Go Global Note Payable @ 22%		22,657.75	0.00
Total Due (to) from Desert Lakes Hldg							177,657.75	177,657.75	0.00
Due (to) from CanaMex Nevada									0.00
Check	4/24/2007	1050		Integrity Engineering	Shared engineering expense Invt 73-101-05	NSB Checking			0.00
Deposit	12/7/2007			CanaMex Nevada, LLC	Down Payment for CanaMex Nevada, LLC Equity Purchase	NSB Checking	2,539.52		2,539.52
General Journal	1/1/2008	LLB-BG-07-5		Integrity Engineering	Rediss: CanaMex Engineering Expense booked through Eldorado	Engineering Expense		1,500,000.00	-1,497,460.48
Total Due (to) from CanaMex Nevada							2,539.52	1,502,539.52	-1,500,000.00
Due (to) from Go Global									0.00
General Journal	8/12/2006	11		Secretary of State	Initial Manager List, Penalty, & Expedite Fee charged on GG-Debit Card	Business Licenses & Fees		275.00	-275.00
General Journal	10/16/2006	14		FedEx	FedEx charged on GG Amex	Postage & Delivery		18.78	-293.78
Deposit	1/1/2007			Secretary of State	Reverse 8/12/06 transaction (arbs booked to Ashton Development)	Business Licenses & Fees	275.00		-15.78
General Journal	1/9/2007	22		Secretary of State	Articles of Org Filing for Desert Lakes Holdings charged on GG-Amex	Business Licenses & Fees		200.20	-215.76
Check	4/24/2007	1045		Go Global, Inc.	Payoff previous loans	NSB Checking			275.00
General Journal	5/24/2007			FedEx	FedEx charged on GG Amex	Postage & Delivery	493.78		275.00
Check	6/26/2007	1054		Go Global, Inc.	Temp Loan	NSB Checking		17.55	257.45
Check	6/27/2007	1055		Go Global, Inc.	Temp Loan	NSB Checking	270,000.00		270,257.45
Deposit	7/3/2007			Go Global, Inc.	Payable overpayment of loan for 6/12/06 corrected trans	NSB Checking	200,000.00		470,257.45
Check	7/17/2007	1066		Go Global, Inc.	Payback for FedEx charge on GG Amex	NSB Checking		275.00	469,982.45
Transfer	9/19/2007			Continental Airlines	Split \$2,23M Contribution between CC & Loan	Distributions	17.55		470,000.00
General Journal	2/28/2008			Go Global, Inc.	Ticket for Carlos to Amsterdam charged on GG Amex	Travel		470,000.00	0.00
Check	4/12/2008	1179		Go Global, Inc.	Payback for Continental Ticket charged on GG Amex	NSB Checking	1,120.00		-1,120.00
Total Due (to) from Go Global							471,908.51	471,908.51	0.00
Due (to) from PSP									0.00
Deposit	9/13/2006			Pecan Street Plaza, LLC	Temp Loan	NSB Checking		600,000.00	-600,000.00
Deposit	9/14/2006			Pecan Street Plaza, LLC	Temp Loan	NSB Checking		40,000.00	-640,000.00
Check	1/3/2007	1034		Pecan Street Plaza, LLC	Payoff 9/14/06 loan & portion of 9/13/06 loan	NSB Checking	65,000.00		-705,000.00
Check	3/28/2007	1042		Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	1,000.00		-706,000.00
Check	5/15/2007	1057		Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	15,000.00		-721,000.00
Check	5/22/2007	1056		Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00		-726,000.00
Check	6/24/2007	1065		Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00		-731,000.00
Check	6/14/2007	1062		Pecan Street Plaza, LLC	Loan Payoff	NSB Checking	548,000.00		-283,000.00
Total Due (to) from PSP							840,000.00	840,000.00	0.00
Due (to) from Realized Gains									0.00
Deposit	12/28/2006			Realized Gains, LLC	Temp Loan from Realized Gains, LLC	NSB Checking			0.00
Check	1/16/2007	1025		Realized Gains, LLC	Partial payback for 12/28/06 loan	NSB Checking	50,000.00		-50,000.00
Check	1/31/2007	1033		Realized Gains, LLC	Payback 12/28/06 loan	NSB Checking	50,000.00		-100,000.00
Total Due (to) from Realized Gains							100,000.00	100,000.00	0.00
Due (to) from Related Party - Other									0.00
Total Due (to) from Related Party - Other									0.00
Total Due (to) from Related Party									0.00
Go Global Loan @ 8.25%									-1,500,000.00
Check	7/25/2007	0082		Go Global, Inc.	Loan to pay LOC	NSB Money Market	400,000.00		-1,100,000.00
Deposit	8/20/2007			Go Global, Inc.	Interest Payment on \$400K loan	NSB Checking		2,841.87	-1,097,158.13
Deposit	8/25/2007			Go Global, Inc.	Accrued Interest @ 8.25%	Interest Income	2,841.87		-1,094,316.26
Transfer	9/19/2007				Payoff Go Global Loan	Distributions		400,000.00	-1,094,316.26
Total Go Global Loan @ 8.25%							402,841.87	402,841.87	0.00

Page 8

SR002035

JA\_005054

3:34 PM  
10/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Gun Club Inventory									0.00
Check	12/28/2008			Desert Lake Country Club		NSB Checking	100,000.00		100,000.00
General Journal	1/4/2007			Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Due (to) from Desert Lakes Hldg		100,000.00	0.00
Total Gun Club Inventory							100,000.00	100,000.00	0.00
Investments									0.00
Total Investments									0.00
Undeposited Funds									0.00
Payment	3/30/2007	16061		Nevada Water		Accounts Receivable	17,825.00		17,825.00
Deposit	3/30/2007	16061		Nevada Water	Deposit	NSB Checking		17,825.00	0.00
Payment	4/25/2007	16106		Nevada Water		Accounts Receivable	10,500.00		10,500.00
Deposit	4/25/2007	16106		Nevada Water	Deposit	NSB Checking		10,500.00	0.00
Payment	8/27/2007	16571		Nevada Water		Accounts Receivable	22,500.00		22,500.00
Deposit	8/27/2007	16571		Nevada Water	Deposit	NSB Checking		22,500.00	0.00
Payment	10/24/2007			Bentwood Gunsmithing		Accounts Receivable	1,800.00		1,800.00
Deposit	10/24/2007			Bentwood Gunsmithing	Deposit	NSB Checking		1,800.00	0.00
Payment	11/21/2007			Bentwood Gunsmithing		Accounts Receivable	800.00		800.00
Deposit	11/21/2007			Bentwood Gunsmithing	Nov Rent	NSB Checking		800.00	0.00
Payment	12/31/2007			Bentwood Gunsmithing		Accounts Receivable	800.00		800.00
Deposit	1/9/2008			Bentwood Gunsmithing	Deposit	NSB Checking		800.00	0.00
Payment	3/24/2008			Bentwood Gunsmithing		Accounts Receivable	1,120.00		1,120.00
Deposit	3/24/2008			Bentwood Gunsmithing	Jan-08 Rent & Partial Feb-08 Pymt	NSB Checking		1,120.00	0.00
Payment	3/24/2008	17825		Nevada Water		Accounts Receivable	15,000.00		15,000.00
Deposit	3/24/2008	17825		Nevada Water	Deposit	NSB Checking		15,000.00	0.00
Payment	8/15/2008			Nevada Water		Accounts Receivable	15,000.00		15,000.00
Deposit	7/2/2008			Nevada Water	Deposit	NSB Checking		15,000.00	0.00
Payment	8/28/2008	1201		Bentwood Gunsmithing		Accounts Receivable	1,600.00		1,600.00
Deposit	8/17/2008	1201		Bentwood Gunsmithing	Deposit	NSB Checking		1,600.00	0.00
Payment	9/30/2008	1702		Bentwood Gunsmithing	DLSC Recon for Matt Babb Rent	Accounts Receivable	2,880.00		2,880.00
Deposit	10/1/2008	1702		Bentwood Gunsmithing	DLSC Recon for Matt Babb Rent	NSB Checking		2,880.00	0.00
Total Undeposited Funds							88,425.00	88,425.00	0.00
Utility Deposits									0.00
Btl	5/29/2007			LVVWD	LVVWD Deposit	Accounts Payable	5,000.00		5,000.00
Total Utility Deposits							5,000.00	0.00	5,000.00
Real Property									0.00
Boulder Property									0.00
General Journal	9/14/2008	13		Nevada Title	Pan Metal Property Closing	-SPLIT-	22,010,370.10		22,010,370.10
Deposit	8/25/2008				Buyer Refund	NSB Checking		10,370.10	22,000,000.00
Total Boulder Property							22,010,370.10	10,370.10	22,000,000.00
Closing Costs Boulder Property									0.00
General Journal	12/31/2008	LLB-06-2	-		Reclass	Closing Costs	15,207.00		15,207.00
General Journal	12/31/2008	LLB-06-4	-		Reclass	Legal Fees	10,500.00		25,707.00
General Journal	12/31/2007	LLB-89-07-2	-		Reclass	Closing Costs	847,285.00		872,496.00
General Journal	12/31/2007	LLB-89-07-3	-		Reclass	Appraisal Fees	7,500.00		880,486.00
Total Closing Costs Boulder Property							880,486.00	0.00	880,486.00
Improvements-Capitalized Costs									0.00
General Journal	12/31/2008	LLB-06-5	-		Capitalize 266 Carrying Charges	-SPLIT-	103,590.46		103,590.46
General Journal	12/31/2007	LLB-88-07-1	-		Capitalize Expenses	Engineering Expense	3,928,301.22		4,032,891.68
Total Improvements-Capitalized Costs							4,032,891.68	0.00	4,032,891.68
Real Property - Other									0.00
Total Real Property - Other									0.00
Total Real Property							26,723,757.78	10,370.10	26,713,387.68

SR002036

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3:38 PM

11/19/08

Accrual Basis

## Eldorado Hills, LLC

## General Ledger

As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Accounts Payable									0.00
BII	6/20/2006	254		Rietz Consulting Inc.		Consulting			
BII	6/30/2006	232046		Slater Hanftan Group		Engineering Expense	29,875.00		-29,875.00
BII	7/21/2006	E2006-175		OGI Environmental, LLC		Engineering Expense		4,465.00	-34,370.00
BII	7/29/2006	0020457		WRG Design Inc.		Engineering Expense	10,850.00		-45,220.00
BII	7/31/2006	233079		Slater Hanftan Group		Engineering Expense	4,500.00		-49,720.00
BII	8/17/2006	E0618892005-6		Secretary of State	Annual Manager/Member Filing	Engineering Expense	5,272.50		-55,092.50
BII Pmt-Check	8/17/2006	1003		OGI Environmental, LLC		Business Licenses & Fees		125.00	-55,217.50
BII Pmt-Check	8/17/2006	1001		Secretary of State	Annual Manager/Member Filing	NSB Checking	10,950.00		-66,167.50
BII Pmt-Check	8/17/2006	1002		Slater Hanftan Group		NSB Checking		125.00	-66,292.50
BII	8/24/2006	C240547		Mercury LDO		NSB Checking	4,465.00		-70,757.50
BII	9/5/2006	C23778		Slater Hanftan Group		Printing & Reproduction		11.15	-70,768.65
BII	9/8/2006	C238708		Mercury LDO		Engineering Expense		9,900.00	-80,668.65
BII Pmt-Check	9/8/2006	1004		Mercury LDO		Printing & Reproduction		11.77	-80,680.42
BII Pmt-Check	9/8/2006	1006		Rietz Consulting Inc.		NSB Checking	22.82		-80,703.24
BII Pmt-Check	9/8/2006	1005		WRG Design Inc.		NSB Checking	29,875.00		-110,578.24
BII Pmt-Check	9/8/2006	1007		Slater Hanftan Group		NSB Checking	4,500.00		-115,078.24
BII Pmt-Check	9/28/2006	1008		Slater Hanftan Group		NSB Checking	5,272.50		-120,350.74
BII	9/30/2006	233004		Slater Hanftan Group		NSB Checking	6,800.00		-127,150.74
BII	10/31/2006	233072		Slater Hanftan Group		Engineering Expense		5,807.50	-132,958.24
BII	11/8/2006	C248835		Mercury LDO		Engineering Expense		887.50	-133,845.74
BII	11/24/2006	486		Rodnick Enterprises, LLC		Printing & Reproduction		5.39	-133,851.13
BII Pmt-Check	11/30/2006	1013		Alliance Mortgage		Engineering Expense		525.00	-134,376.13
BII	12/1/2006			Alliance Mortgage		Interest Expense	178,750.00		-16,626.13
BII Pmt-Check	12/5/2006	1014		Mercury LDO		NSB Checking		5.39	-16,631.52
BII Pmt-Check	12/5/2006	1016		Rodnick Enterprises, LLC		NSB Checking		525.00	-17,156.52
BII Pmt-Check	12/5/2006	1015		Slater Hanftan Group		NSB Checking	6,800.00		-23,956.52
BII	1/19/2007	C258273		Mercury LDO		Printing & Reproduction		5.39	-23,961.91
BII Pmt-Check	2/5/2007	1035		Mercury LDO		NSB Checking	5.39		-23,967.30
BII	2/22/2007	C265148		Mercury LDO		Printing & Reproduction		5.39	-23,972.69
BII	3/13/2007	C265823		Mercury LDO		Printing & Reproduction		13.58	-23,986.27
BII Pmt-Check	3/19/2007	1040		Mercury LDO		NSB Checking	13.58		-23,999.85
BII	3/29/2007	H104387-2		Mercury LDO		Printing & Reproduction		23.27	-24,023.12
BII Pmt-Check	3/29/2007	1041		Mercury LDO		NSB Checking		105.97	-24,129.09
BII	3/31/2007	2899163		Kimley-Horn and Associates Inc.		Engineering Expense	23.27		-24,152.36
BII	4/7/2007			LL Bradford & Company, LLC		Accounting		5,554.50	-29,706.86
BII	4/16/2007			Pro-Flame Gas	VOID:	Gas & Electric	0.00	1,350.00	-31,056.86
BII	4/29/2007			Dorset Lake Shooting Club		Meals & Entertainment		283.00	-31,339.86
BII	4/21/2007			Nevada Power		Gas & Electric		370.64	-31,710.50
BII Pmt-Check	4/24/2007	1049		Kimley-Horn and Associates Inc.		NSB Checking	5,554.50		-37,265.00
BII Pmt-Check	4/24/2007	1048		Mercury LDO		NSB Checking	105.87		-37,370.87
BII	4/28/2007	E2007-131		OGI Environmental, LLC		Engineering Expense		550.00	-37,920.87
BII	4/28/2007			LVVWD		Water		528.82	-38,449.69
BII	4/30/2007	318		Rietz Consulting Inc.		Consulting		59,500.00	-97,949.69
BII Pmt-Check	4/30/2007	1053		OGI Environmental, LLC		NSB Checking	550.00		-98,499.69
BII Pmt-Check	4/30/2007	1052		Rietz Consulting Inc.		NSB Checking	59,500.00		-157,999.69
BII	4/30/2007	2842579		Kimley-Horn and Associates Inc.		Engineering Expense		2,572.68	-160,572.37
BII	4/30/2007	233870		Slater Hanftan Group		Engineering Expense		7,023.00	-167,595.37
BII	5/1/2007			Nevada Power		Gas & Electric		171.83	-167,767.20
BII	5/2/2007			NV Division of Environmental Protection		Engineering Expense		300.00	-168,067.20
BII Pmt-Check	5/15/2007	1058		LVVWD		NSB Checking	508.82		-168,576.02
BII Pmt-Check	5/15/2007	1060		Nevada Power	VOID:	NSB Checking	370.64		-168,946.66
BII Pmt-Check	5/15/2007	1059		Pro-Flame Gas		NSB Checking	0.00		-168,946.66
BII Pmt-Check	5/15/2007	1061		Nevada Power		NSB Checking	171.83		-169,118.49
BII Pmt-Check	5/17/2007	1063		NV Division of Environmental Protection		NSB Checking	300.00		-169,418.49
BII Pmt-Check	5/21/2007	1065		Dorset Lake Shooting Club		NSB Checking	283.00		-170,001.49
BII Pmt-Check	5/21/2007	1064		LL Bradford & Company, LLC		NSB Checking	1,350.00		-171,351.49
BII Pmt-Check	5/24/2007	1067		Kimley-Horn and Associates Inc.		NSB Checking	2,572.68		-173,924.17
BII	5/29/2007			LVVWD		-SPLIT-		8,534.74	-182,458.91
BII	5/31/2007			Nevada Power		Gas & Electric		1,082.29	-183,541.20
BII	5/31/2007	233015		Slater Hanftan Group		Engineering Expense		2,870.00	-186,411.20
BII	6/5/2007	2889037		Kimley-Horn and Associates Inc.		Engineering Expense		2,870.00	-189,281.20
BII Pmt-Check	6/12/2007	1077		LVVWD		NSB Checking	8,534.74		-197,815.94
BII Pmt-Check	6/12/2007	1078		Slater Hanftan Group		NSB Checking	7,020.00		-204,835.94
BII Pmt-Check	6/16/2007	EFT		Nevada Power		NSB Checking	1,082.29		-205,918.23
BII	6/26/2007			LVVWD		Water		371.42	-206,289.65
BII	6/29/2007			Nevada Power		Gas & Electric		1,404.40	-207,694.05
BII	6/30/2007	3031621		Slater Hanftan Group		Engineering Expense		2,467.50	-210,161.55
BII	6/30/2007			Kimley-Horn and Associates Inc.		Engineering Expense		13,031.51	-223,193.06
BII	7/1/2007			Soyd Consulting, LLC		Consulting		2,000.00	-225,193.06
BII	7/12/2007	342		Rietz Consulting Inc.		Consulting		55,000.00	-280,193.06
BII	7/6/2007	27331		Alcatraz Fire Equipment		NSB Checking		1,684.88	-281,877.94
BII Pmt-Check	7/10/2007	1088		Alcatraz Fire Equipment		NSB Checking	1,684.88		-283,562.82
BII Pmt-Check	7/13/2007	1089		Boyd Consulting, LLC		NSB Checking	2,000.00		-285,562.82
BII Pmt-Check	7/13/2007	1090		Kimley-Horn and Associates Inc.		NSB Checking	23,240.85		-308,803.67
BII Pmt-Check	7/13/2007	1091		Slater Hanftan Group		NSB Checking	2,870.00		-311,673.67
BII Pmt-Check	7/13/2007	EFT		LVVWD		NSB Checking	371.42		-312,045.09
BII Pmt-Check	7/16/2007	1092		Rietz Consulting Inc.		NSB Checking	55,000.00		-367,045.09
BII Pmt-Check	7/17/2007	2007-25		Sierra Agency, LLC		Marketing Expense		65,000.00	-432,045.09
BII Pmt-Check	7/17/2007	1065		Sierra Agency, LLC		NSB Checking	85,000.00		-517,045.09

Page 10

SR002037

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Bill Print-Check	7/18/2007	EFT		Nevada Power		NSB Checking	1,404.40		-15,499.01
Bill	7/25/2007			Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property		12,420.25	-27,919.26
Bill	7/25/2007			Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property		12,420.25	-40,339.51
Bill	7/25/2007			Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property		12,420.05	-52,759.56
Bill	7/25/2007			Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Property		12,420.25	-65,179.81
Bill Print-Check	7/25/2007	1100		Kimley-Horn and Associates Inc.		NSB Checking	12,420.25		-77,599.96
Bill Print-Check	7/25/2007	1098		Slater Hanftan Group		NSB Checking	13,031.51		-90,631.47
Bill	7/25/2007	1097		LVVWD		NSB Checking	2,447.50		-93,078.97
Bill	7/27/2007	0038259		VRG Design Inc.		Engineering Expense		833.91	-93,912.88
Bill	7/31/2007			Nevada Power		Gas & Electric		2,500.00	-96,412.88
Bill	7/31/2007	C284229		Mercury LDO		Printing & Reproduction		2,441.81	-98,854.69
Bill	7/31/2007	E2007-248		OGI Environmental, LLC		Engineering Expense		5.39	-98,860.08
Bill	7/31/2007	3080174		Kimley-Horn and Associates Inc.		Engineering Expense		6,283.64	-105,143.72
Bill	7/31/2007	234304		Slater Hanftan Group		Engineering Expense		18,185.00	-123,328.72
Bill Print-Check	8/1/2007	1104		Mercury LDO		NSB Checking		5.39	-123,334.11
Bill Print-Check	8/1/2007	1108		Nevada Power		NSB Checking	2,441.81		-125,775.92
Bill Print-Check	8/1/2007	1103		OGI Environmental, LLC		NSB Checking	1,831.15		-127,607.07
Bill Print-Check	8/1/2007	1105		VRG Design Inc.		NSB Checking	2,500.00		-130,107.07
Bill	8/13/2007	3122018		Kimley-Horn and Associates Inc.		Engineering Expense		2,366.88	-132,473.95
Bill	8/18/2007	C283345		Mercury LDO		Printing & Reproduction		20.38	-132,494.33
Bill Print-Check	8/20/2007	EFT		LVVWD		NSB Checking	833.91		-133,328.24
Bill	8/24/2007			LVVWD		Water		583.79	-133,912.03
Bill	8/30/2007	1098		Slater A-Lot		Engineering Expense		5,894.47	-139,806.50
Bill	8/30/2007			Kort Anderson		Cleaning & Janitorial		5,250.00	-145,056.50
Bill	8/30/2007			Nevada Power		Gas & Electric		1,808.96	-146,865.46
Bill	8/31/2007	234342		Slater Hanftan Group		Engineering Expense		7,710.00	-154,575.46
Bill	8/31/2007	234343		Slater Hanftan Group		Engineering Expense		967.50	-155,542.96
Bill	8/31/2007	0038605		VRG Design Inc.		Engineering Expense		1,350.00	-156,892.96
Bill	8/31/2007			Boulder Disposal Inc.		Waste Management		749.97	-157,642.93
Bill Print-Check	8/5/2007	1115		Kort Anderson		NSB Checking	5,250.00		-162,892.93
Bill Print-Check	8/5/2007	1112		Kimley-Horn and Associates Inc.		NSB Checking	8,283.64		-171,176.57
Bill Print-Check	8/5/2007	1113		Mercury LDO		NSB Checking	20.38		-171,196.95
Bill Print-Check	8/5/2007	1111		Slater Hanftan Group		NSB Checking	18,185.00		-189,381.95
Bill Print-Check	8/5/2007	1114		Slater A-Lot		NSB Checking	5,504.47		-194,886.42
Bill	8/10/2007	070001653454		State of Nevada AR Payments		Business Licenses & Fees		100.00	-194,986.42
Bill Print-Check	8/17/2007	EFT		Nevada Power		NSB Checking	1,838.96		-196,825.38
Bill	8/18/2007			LVVWD		NSB Checking	563.79		-202,459.17
Bill	8/28/2007	2007-3220		Owens Geotechnical, Inc.		Engineering Expense		2,400.00	-204,859.17
Bill Print-Check	8/24/2007	1120		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25		-217,279.42
Bill Print-Check	8/24/2007	1119		Kimley-Horn and Associates Inc.		NSB Checking	2,366.88		-219,646.30
Bill	8/25/2007			LVVWD		Water		838.72	-220,485.02
Bill	8/27/2007	2007-3275		Owens Geotechnical, Inc.		Engineering Expense		8,150.00	-228,635.02
Bill	8/28/2007			Nevada Power		Gas & Electric		1,622.77	-230,257.79
Bill	8/30/2007	GOP093007		Applied Analysis		Consulting		9,225.00	-239,482.79
Bill	8/30/2007	234491		Slater Hanftan Group		Engineering Expense		1,687.50	-241,170.29
Bill	8/30/2007	234492		Slater Hanftan Group		Engineering Expense		12,742.50	-253,912.79
Bill	8/30/2007	234493		Slater Hanftan Group		Engineering Expense		840.00	-254,752.79
Bill	8/30/2007	234494		Slater Hanftan Group		Engineering Expense		7,732.50	-262,485.29
Bill	8/30/2007	234495		Slater Hanftan Group		Engineering Expense		900.25	-263,385.54
Bill Print-Check	10/5/2007	1122		Owens Geotechnical, Inc.		NSB Checking	2,400.00		-265,785.54
Bill Print-Check	10/5/2007	1123		Slater Hanftan Group		NSB Checking	8,707.50		-274,493.04
Bill Print-Check	10/5/2007	1124		State of Nevada AR Payments		NSB Checking	100.00		-274,593.04
Bill Print-Check	10/5/2007	1125		VRG Design Inc.		NSB Checking	1,350.00		-275,943.04
Bill	10/8/2007	C20747		Mercury LDO		Printing & Reproduction		116.37	-276,059.41
Bill Print-Check	10/10/2007	1128		Mercury LDO		NSB Checking	118.37		-276,177.78
Bill Print-Check	10/10/2007	E21043		Pro-Flame Gas		Gas & Electric		64.85	-276,242.63
Bill Print-Check	10/17/2007	EFT		Nevada Power		NSB Checking	1,822.77		-278,065.40
Bill Print-Check	10/18/2007	1128		Applied Analysis		NSB Checking	9,225.00		-287,290.40
Bill Print-Check	10/22/2007	EFT		LVVWD		NSB Checking	838.72		-288,129.12
Bill Print-Check	10/25/2007	1132		Boulder Disposal Inc.		NSB Checking	749.97		-288,879.09
Bill Print-Check	10/25/2007	1133		Pro-Flame Gas		NSB Checking	64.85		-289,523.94
Bill	10/25/2007			LVVWD		Water		1,868.39	-291,392.33
Bill	10/30/2007			Nevada Power		Gas & Electric		1,420.50	-292,812.83
Bill Print-Check	10/31/2007	1134		Kimley-Horn and Associates Inc.		NSB Checking	903.28		-293,716.11
Bill Print-Check	10/31/2007	1135		Slater Hanftan Group		NSB Checking	23,002.50		-316,718.61
Bill	10/31/2007			Boulder Disposal Inc.		Waste Management		499.99	-317,218.60
Bill	10/31/2007			Boyd Consulting, LLC	Client Meetings Oct 4, 8, 10, 19	Engineering Expense		500.00	-317,718.60
Bill	10/31/2007	234670		Slater Hanftan Group		Engineering Expense		1,552.50	-319,271.10
Bill	10/31/2007	GOP103107		Applied Analysis		Consulting		5,850.00	-325,121.10
Bill	10/31/2007	2324865		Kimley-Horn and Associates Inc.		Engineering Expense		821.35	-325,942.45
Bill Print-Check	11/6/2007	1140		Boulder Disposal Inc.		NSB Checking	499.99		-326,442.44
Bill Print-Check	11/16/2007	EFT		Nevada Power		NSB Checking	1,420.50		-327,862.94
Bill Print-Check	11/16/2007	1142		Boyd Consulting, LLC	Client Meetings Oct 4, 8, 10, 19	NSB Checking	500.00		-328,362.94
Bill Print-Check	11/19/2007	EFT		LVVWD		NSB Checking	1,868.39		-330,231.33
Bill Print-Check	11/21/2007	0096		Owens Geotechnical, Inc.		NSB Money Market	8,150.00		-338,381.33
Bill	11/27/2007			LVVWD		Water		493.39	-338,874.72
Bill	11/30/2007			Boulder Disposal Inc.		Waste Management		248.99	-339,123.71
Bill	11/30/2007	3243812		Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	Engineering Expense		283.50	-339,407.21
Bill Print-Check	12/10/2007	1146		Applied Analysis		NSB Checking	5,850.00		-345,257.21

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11/19/08

Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Btl Pmt -Check	12/10/2007	1144		Boulder Disposal Inc.		NSB Checking	249.99		-28,091.07
Btl Pmt -Check	12/10/2007	1145		Kimley-Horn and Associates Inc.		NSB Checking	921.38		-27,169.69
Btl Pmt -Check	12/10/2007	1147		Slater Hanftan Group		NSB Checking	1,552.50		-25,617.19
Btl Pmt -Check	12/12/2007	2007-4125		Owens Geotechnical, Inc.	Fault Exploration/Evaluation	Engineering Expense		19,110.00	-44,727.19
Btl Pmt -Check	12/15/2007			Nevada Power	Silverline Road w/o US65	Gas & Electric		1,243.33	-45,970.52
Btl Pmt -Check	12/17/2007	2007-1158		Owens Geotechnical, Inc.	Business License for Eldorado Hills, LLC for Period Ending 8/31/08	Engineering Expense		24,500.00	-70,470.52
Btl Pmt -Check	12/17/2007	0700050175		State of Nevada AR Payments		Business Licenses & Fees		100.00	-70,570.52
Btl Pmt -Check	12/24/2007	EFT		LVVWD		NSB Checking	493.39		-70,077.13
Btl Pmt -Check	12/26/2007	1153		Owens Geotechnical, Inc.	Business License for Eldorado Hills, LLC for Period Ending 8/31/08	NSB Checking	43,810.00		-28,467.13
Btl Pmt -Check	12/26/2007	1154		State of Nevada AR Payments		NSB Checking	100.00		-28,567.13
Btl Pmt -Check	12/27/2007			LVVWD		Water		462.09	-28,829.22
Btl Pmt -Check	12/28/2007			Nevada Power		Gas & Electric		1,413.00	-28,242.22
Btl Pmt -Check	12/31/2007			Boulder Disposal Inc.		Waste Management		249.99	-28,492.21
Btl Pmt -Check	1/7/2008	EFT		Nevada Power		NSB Checking	1,243.33		-27,248.88
Btl Pmt -Check	1/7/2008	2008-073		Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Engineering Expense		8,127.50	-35,376.38
Btl Pmt -Check	1/9/2008	40353160001		Mabo International		Marketing Expense		7,998.50	-43,374.88
Btl Pmt -Check	1/10/2008	1155		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.05		-30,953.83
Btl Pmt -Check	1/11/2008			Mabo International	Wire Transfer	NSB Checking	7,998.50		-22,955.33
Btl Pmt -Check	1/14/2008	103123-A		RUSHOURGRAFFIC		Marketing Expense		1,300.00	-24,255.33
Btl Pmt -Check	1/15/2008	1157		RUSHOURGRAFFIC		NSB Checking			-22,955.33
Btl Pmt -Check	1/17/2008	EFT		LVVWD		NSB Checking	482.00		-22,494.24
Btl Pmt -Check	1/25/2008	1158		Boulder Disposal Inc.	Ongoing NDOT Coordination	NSB Checking	249.99		-22,244.25
Btl Pmt -Check	1/25/2008	1159		Kimley-Horn and Associates Inc.	Geotech Services for Rinker Quarry Site	NSB Checking	293.50		-21,950.75
Btl Pmt -Check	1/25/2008	1160		Owens Geotechnical, Inc.		NSB Checking	8,127.50		-13,823.25
Btl Pmt -Check	1/28/2008			LVVWD		Water		1,018.99	-14,852.24
Btl Pmt -Check	1/30/2008			Nevada Power		Gas & Electric		1,587.18	-16,419.42
Btl Pmt -Check	1/31/2008			Boulder Disposal Inc.		Waste Management		262.49	-16,681.91
Btl Pmt -Check	1/31/2008	3322378		Kimley-Horn and Associates Inc.		Engineering Expense		3,315.38	-19,997.29
Btl Pmt -Check	2/1/2008			Kent Anderson		Cleaning & Janitorial		10,437.50	-30,434.79
Btl Pmt -Check	2/1/2008	2008024854		DOUBLM		Rent		160.00	-30,594.79
Btl Pmt -Check	2/1/2008	EFT		LVVWD		NSB Checking	1,018.99		-31,613.78
Btl Pmt -Check	2/21/2008	1163		DOUBLM		NSB Checking	150.00		-32,415.80
Btl Pmt -Check	2/21/2008	3353406		Kimley-Horn and Associates Inc.		Engineering Expense		257.75	-32,673.55
Btl Pmt -Check	2/25/2008	1165		Boulder Disposal Inc.	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	282.49		-32,421.06
Btl Pmt -Check	2/23/2008	1166		Clark County Treasurer		NSB Checking	12,420.25		-20,000.81
Btl Pmt -Check	2/26/2008	EFT		Nevada Power		NSB Checking	2,850.18		-17,020.63
Btl Pmt -Check	2/26/2008			LVVWD		Water		282.37	-17,253.00
Btl Pmt -Check	2/28/2008	E2008-65		OGE Environmental, LLC		Engineering Expense		850.00	-18,103.00
Btl Pmt -Check	2/28/2008	1168		Kimley-Horn and Associates Inc.		NSB Checking	3,593.13		-14,549.87
Btl Pmt -Check	2/28/2008	1169		OGE Environmental, LLC		NSB Checking	850.00		-13,699.87
Btl Pmt -Check	2/28/2008			Boyd Consulting, LLC	Meeting w/FS and BLM	Consulting		1,125.00	-14,824.87
Btl Pmt -Check	2/28/2008	280038		Slater Hanftan Group		Engineering Expense		550.00	-15,374.87
Btl Pmt -Check	2/28/2008	280038		Slater Hanftan Group		Engineering Expense		8,339.00	-24,713.87
Btl Pmt -Check	3/3/2008	1172		Kent Anderson		NSB Checking	13,437.50		-11,276.37
Btl Pmt -Check	3/3/2008			Boulder Disposal Inc.		Waste Management		262.49	-11,538.86
Btl Pmt -Check	3/14/2008	5969		AMTI		Engineering Expense		9,100.00	-20,638.86
Btl Pmt -Check	3/17/2008	EFT		LVVWD		NSB Checking	202.37		-20,841.23
Btl Pmt -Check	3/18/2008	3364574		Kimley-Horn and Associates Inc.		Engineering Expense		369.65	-21,210.88
Btl Pmt -Check	3/28/2008			LVVWD		Water		226.44	-21,437.32
Btl Pmt -Check	3/28/2008			Nevada Power		Gas & Electric		1,399.04	-22,836.36
Btl Pmt -Check	3/31/2008	1175		Boulder Disposal Inc.	Meeting w/FS and BLM	NSB Checking	282.49		-23,118.85
Btl Pmt -Check	3/31/2008	1176		Boyd Consulting, LLC		NSB Checking	1,125.00		-24,243.85
Btl Pmt -Check	3/31/2008	1174		Kimley-Horn and Associates Inc.		NSB Checking	369.65		-24,613.50
Btl Pmt -Check	3/31/2008	1178		AMTI		NSB Checking	9,100.00		-33,713.50
Btl Pmt -Check	4/1/2008			Boulder Disposal Inc.		Waste Management		282.49	-33,995.99
Btl Pmt -Check	4/8/2008	40080408501		Mabo International		Marketing Expense		7,998.50	-41,994.49
Btl Pmt -Check	4/11/2008			LL Bradford & Company, LLC		Accounting		1,550.00	-43,544.49
Btl Pmt -Check	4/14/2008	1180		Boulder Disposal Inc.		NSB Checking	282.49		-43,826.98
Btl Pmt -Check	4/14/2008	1181		LL Bradford & Company, LLC		NSB Checking	1,550.00		-45,376.98
Btl Pmt -Check	4/14/2008	6103		AMTI		Engineering Expense		3,900.00	-49,276.98
Btl Pmt -Check	4/15/2008			LVVWD		NSB Checking	226.44		-50,503.42
Btl Pmt -Check	4/18/2008	EFT		Nevada Power		NSB Checking	1,369.64		-51,873.06
Btl Pmt -Check	4/28/2008			LVVWD		Water		180.54	-52,053.60
Btl Pmt -Check	4/28/2008			Nevada Power		Gas & Electric		1,299.99	-53,353.59
Btl Pmt -Check	4/30/2008			Boulder Disposal Inc.		Waste Management		282.49	-53,636.08
Btl Pmt -Check	5/1/2008	2-676-00674		Feilix		Postage & Delivery		40.88	-53,676.96
Btl Pmt -Check	5/8/2008			Mabo International		NSB Checking	7,998.50		-61,675.46
Btl Pmt -Check	5/15/2008	EFT		Nevada Power		NSB Checking			-61,675.46
Btl Pmt -Check	5/16/2008	1184		Boulder Disposal Inc.		NSB Checking	282.49		-61,957.95
Btl Pmt -Check	5/16/2008	1185		Slater Hanftan Group		NSB Checking	550.00		-62,507.95
Btl Pmt -Check	5/23/2008	EFT		LVVWD		NSB Checking	180.54		-62,688.49
Btl Pmt -Check	5/26/2008			LVVWD		Water		416.82	-63,105.31
Btl Pmt -Check	5/30/2008			Nevada Power		Gas & Electric		1,259.87	-64,365.18
Btl Pmt -Check	5/31/2008			Boulder Disposal Inc.		Waste Management		282.49	-64,647.67
Btl Pmt -Check	6/2/2008	01020140134		NV Division of Environmental Protection	Annual Fee for: 7/1/08-6/30/09	Engineering Expense		300.00	-64,947.67
Btl Pmt -Check	6/8/2008	EFT		Nevada Power		NSB Checking	1,258.87		-66,206.54
Btl Pmt -Check	6/9/2008	1187		Slater Hanftan Group		NSB Checking	9,339.00		-75,545.54
Btl Pmt -Check	6/16/2008	EFT		LVVWD		NSB Checking	416.82		-76,002.36
Btl Pmt -Check	6/16/2008	1188		Boulder Disposal Inc.		NSB Checking	282.49		-76,284.85
Btl Pmt -Check	6/16/2008	1189		NV Division of Environmental Protection	Annual Fee for: 7/1/08-6/30/09	NSB Checking	300.00		-76,584.85

SR002039

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Bill	5/19/2008			Kent Anderson		Cleaning & Janitorial		1,750.00	-5,890.88
Bill	5/29/2008			LVVVO		Water		577.53	-6,268.51
Bill	6/28/2008			Nevada Power		Gas & Electric		1,828.80	-7,995.31
Bill	6/30/2008			Boulder Disposal Inc.	Customer# 30-89 0	Waste Management		282.49	-7,877.80
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	Property		13,413.87	-21,271.87
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	Property		13,413.87	-34,685.54
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	Property		13,413.87	-48,099.41
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	Property		13,413.87	-61,513.28
Bill Pmt-Check	7/17/2008	EFT		LVVVO		NSB Checking	577.53		-60,935.75
Bill Pmt-Check	7/17/2008	EFT		Nevada Power		NSB Checking	1,326.80		-59,908.85
Bill Pmt-Check	7/21/2008	1182		AMTI		NSB Checking	3,900.00		-55,708.95
Bill Pmt-Check	7/21/2008	1194		Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	282.48		-55,446.46
Bill Pmt-Check	7/21/2008	1193		FedEx		NSB Checking	40.98		-55,405.48
Bill	7/26/2008			LVVVO		Water		523.83	-55,929.31
Bill	7/30/2008			Nevada Power		Gas & Electric		1,417.28	-57,346.59
Bill	7/31/2008			Boulder Disposal Inc.	Customer# 30-89 0	Waste Management		273.29	-57,619.88
Bill Pmt-Check	8/4/2008	1196		Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	NSB Checking	13,413.87		-44,206.01
Bill	8/4/2008			State of Nevada Business License Renewal		Business Licenses & Fees		100.00	-44,306.01
Bill Pmt-Check	8/4/2008	1197		State of Nevada Business License Renewal		NSB Checking	100.00		-44,306.01
Bill	8/8/2008	418		Rietz Consulting Inc.		Engineering Expense		2,015.00	-46,221.01
Bill	8/8/2008			Kent Anderson	Customer# 30-89 0	Cleaning & Janitorial		887.00	-46,908.01
Bill Pmt-Check	8/11/2008	1198		Boulder Disposal Inc.		NSB Checking	273.29		-46,634.72
Bill Pmt-Check	8/12/2008	1199		Rietz Consulting Inc.		NSB Checking	2,015.00		-44,619.72
Bill Pmt-Check	8/13/2008	EFT		LVVVO		NSB Checking	323.83		-44,085.69
Bill Pmt-Check	8/15/2008	EFT		Nevada Power		NSB Checking	1,417.28		-42,678.61
Bill	8/25/2008			LVVVO		Water		868.91	-43,485.52
Bill	8/29/2008			Nevada Power		Gas & Electric		1,519.02	-45,004.54
Bill	8/31/2008			Boulder Disposal Inc.	Customer# 30-89 0	Waste Management		273.29	-45,277.83
Bill	9/1/2008			State of Nevada Business License Renewal	License# 010-100807358	Business Licenses & Fees		100.00	-45,377.83
Bill Pmt-Check	9/17/2008	1200		Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29		-45,651.54
Bill Pmt-Check	9/17/2008	EFT		Nevada Power	License# 010-100807358	NSB Checking	1,519.02		-43,585.52
Bill Pmt-Check	9/17/2008	1201		State of Nevada Business License Renewal		NSB Checking	100.00		-43,485.52
Bill	9/18/2008	420		Rietz Consulting Inc.		Engineering Expense		600.00	-44,085.52
Bill Pmt-Check	9/18/2008	1202		Rietz Consulting Inc.		NSB Checking	600.00		-43,485.52
Bill	9/25/2008	EFT		LVVVO		NSB Checking	868.91		-42,676.61
Bill	9/27/2008			Nevada Power		Gas & Electric		298.40	-42,968.01
Bill Pmt-Check	10/1/2008	1203		Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 188-11-002-001	NSB Checking	13,413.87		-30,785.50
Bill Pmt-Check	10/18/2008	EFT		Nevada Power		NSB Checking	1,241.36		-29,554.14
Bill Pmt-Check	10/20/2008	EFT		LVVVO		NSB Checking	289.40		-29,264.74
Bill Pmt-Check	10/27/2008	1205		Kent Anderson		NSB Checking	2,437.00		-26,827.74
Total Accounts Payable							835,281.88	882,089.40	-28,827.74
Go Global Note Payable @ 22%									0.00
Deposit	5/2/2008			Go Global, Inc.	Signed Note w/Slg	NSB Checking		100,000.00	-100,000.00
Deposit	5/29/2008			Go Global, Inc.	Signed Note w/Slg	NSB Checking		25,000.00	-125,000.00
Check	10/17/2008	1002		Go Global, Inc.	Interest Payment on 5/2/08 loan @ 22% through 10/17/08	NSB Money Market	12,350.88		-112,749.22
General Journal	10/17/2008			Go Global, Inc.	Accumulated Interest through 10/17/08	Interest Expense		12,350.88	-125,000.00
Check	10/27/2008	1204		Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	55,000.00		-70,000.00
Check	10/27/2008	1206		Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	15,000.00		-55,000.00
General Journal	10/27/2008			Desert Lakes Holdings LLC	GIS to carry remainder of loan balance directly with DLSC	Due (to) from Desert Lakes Hldg	22,857.75		-32,342.25
Total Go Global Note Payable @ 22%							104,908.43	137,250.68	-32,342.25
Alliance Mortgage Note									0.00
General Journal	9/14/2008	13		Pan Metal Property Closing		Boulder Property		16,500,000.00	-16,500,000.00
General Journal	5/29/2007			ANS Financial Refinance		Closing Costs	17,099,370.82		-599,370.82
General Journal	5/29/2007			Interest from 5/1/07-5/29/07 paid with ANS Refinance		Mortgage		148,858.25	-500,412.57
General Journal	5/29/2007			Deferred Points (Principal Balance paid w/ANS Refinance		Loan Fees		412,500.00	-37,812.57
General Journal	5/29/2007			Interest on 412.5K from 4/14-5/25 paid w/ANS Refinance		Loan Interest		8,258.32	-31,656.25
General Journal	5/29/2007			Interest on 412.5K from 5/14/06-4/14/07 paid w/ANS Refinance		Loan Interest		31,281.25	-375.00
General Journal	5/29/2007			Administrative & Demand Fee paid w/ANS Refinance		Closing Costs		375.00	0.00
Total Alliance Mortgage Note							17,099,370.82	17,099,370.82	0.00
ANS Financial Loan									0.00
General Journal	5/29/2007			ANS Financial Refinance		Closing Costs		21,000,000.00	-21,000,000.00
Transfer	5/10/2008			FDIC pass with hold (to credit to loan later)		Pulsaski Bank MMA	568,063.60		-20,481,996.40
Total ANS Financial Loan							568,063.60	21,000,000.00	-20,481,996.40
Payroll Liabilities									0.00
Total Payroll Liabilities									0.00
Capital Accounts									0.00
Antonio Nevada, LLC									0.00
Capital									0.00
Deposit	9/12/2008			DAD Properties, LLC	Initial Investment	NSB Checking		2,500,000.00	-2,500,000.00
Deposit	10/24/2008			Go Global, Inc.	Yoni, LLC contribution for Antonio Nevada, LLC	NSB Checking		500,000.00	-3,000,000.00
Total Capital							0.00	3,000,000.00	-3,000,000.00

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11/19/08

Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Contributions									0.00
Total Contributions									0.00
Distributions									0.00
Check	9/20/2007			Antonio Nevada, LLC		NSB Checking	2,230,000.00		2,230,000.00
Check	9/21/2007			Antonio Nevada, LLC		NSB Checking	770,000.00		3,000,000.00
Total Distributions							3,000,000.00	0.00	3,000,000.00
Net Profit or (Loss)									0.00
Total Net Profit or (Loss)									0.00
Antonio Nevada, LLC - Other									0.00
Total Antonio Nevada, LLC - Other									0.00
Total Antonio Nevada, LLC							3,000,000.00	3,000,000.00	0.00
Eddylane Investments, LLC									0.00
Capital									0.00
Total Capital									0.00
Contributions									0.00
Deposit	1/26/2007			Eddylane Investments, LLC	Capital Contribution	NSB Checking		50,000.00	-50,000.00
Total Contributions							0.00	50,000.00	-50,000.00
Distributions									0.00
Total Distributions									0.00
Net Profit or (Loss)									0.00
Total Net Profit or (Loss)									0.00
Eddylane Investments, LLC - Other									0.00
Total Eddylane Investments, LLC - Other									0.00
Total Eddylane Investments, LLC							0.00	50,000.00	-50,000.00
Go Global, Inc.									0.00
Capital									0.00
General Journal	9/15/2005	1		Secretary of State	GG paid SOS-Articles of Org. Inc to establish Eldorado Hills, LLC	Business Licenses & Fees		200.00	-200.00
General Journal	10/25/2005	2		Secretary of State	GG paid SOS-Initial List of Members Filing Fee	Business Licenses & Fees		125.00	-325.00
General Journal	3/17/2006	3		The Reginald Family 2004 Irrevocable Trust	EMD for purchase from Pen Metal Corporation (Paid w/GO-BOLV che...	Deposits for Closing		250,000.00	-250,325.00
General Journal	4/16/2006	3		OGI Environmental, LLC	Inv# E2006-78 paid by GG-ANAL Check# 1098	Engineering Expense		2,500.00	-252,825.00
General Journal	5/6/2006	4		WRG Design Inc.	ALTA Survey	Engineering Expense		14,000.00	-266,825.00
General Journal	8/1/2006	5		OGI Environmental, LLC	Inv# E2006-110 paid by GG-NSB Check# 1067 for Phase II Sampling e...	Engineering Expense		3,850.00	-270,675.00
General Journal	8/23/2006	7		Shrack Bridgeone	Inv# 100089 PSA for Eldorado Hills paid by GG-NSB Check# 1067	Legal Fees		1,084.00	-271,759.00
General Journal	8/28/2006	8		Linnet Sawyer & Collins	Inv# 25895 paid by GG-NSB Check# 1106	Legal Fees		6,262.50	-278,021.50
General Journal	8/28/2006	9		WRG Design Inc.	Inv# 0028452 paid by GG-NSB Check# 1106	Engineering Expense		7,320.00	-285,341.50
General Journal	8/28/2006	10		Shrack Bridgeone	Inv# 100088 paid by GG-NSB Check# 1107	Legal Fees		522.00	-285,863.50
Deposit	8/10/2006			Go Global, Inc.	CC to open new NSB checking account	NSB Checking		900.00	-286,763.50
Deposit	8/18/2006			Go Global, Inc.	CC to cover expenses	NSB Checking		15,000.00	-301,763.50
Total Capital							0.00	310,858.50	-310,858.50
Contributions									0.00
Deposit	8/30/2006			Jared Smith	Jared Smith Capital Contribution	NSB Checking		50,000.00	-60,000.00
Deposit	9/8/2006			Go Global, Inc.	CC to cover expenses	NSB Checking		30,000.00	-90,000.00
Deposit	9/11/2006			Craig Dunlap	Craig Dunlap Capital Contribution	NSB Checking		50,000.00	-140,000.00
Deposit	9/13/2006			Eric Rietz	Eric Rietz Capital Contribution	NSB Checking		20,000.00	-160,000.00
Deposit	9/13/2006			Go Global, Inc.	Advance from GG NSB LOC for closing	NSB Checking		850,000.00	-1,000,000.00
Deposit	12/21/2006			Go Global, Inc.	CC: Cover Allotage Interest Payment	NSB Checking		20,000.00	-1,020,000.00
Deposit	1/18/2007			Go Global, Inc.	CC: Payroll RG loan	NSB Checking		50,000.00	-1,070,000.00
Deposit	1/31/2007			Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	NSB Checking		120,000.00	-1,190,000.00
Deposit	3/6/2007			Go Global, Inc.	CC: Cover Appraisal Fee	NSB Checking		3,000.00	-1,193,000.00
Deposit	4/6/2007			Go Global, Inc.	CC to cover 1/2 of Alliance Interest Pymt	NSB Checking		90,000.00	-1,283,000.00
Deposit	4/30/2007			Go Global, Inc.	CC: To cover interest expense	NSB Checking		240,000.00	-1,523,000.00
Deposit	5/15/2007			Go Global, Inc.	CC: Cover Robert Ray Payback	NSB Checking		385,000.00	-1,908,000.00
Deposit	5/19/2007			Go Global, Inc.	CC: Cover PSP Payment	NSB Checking		10,000.00	-1,918,000.00
Deposit	5/24/2007			Go Global, Inc.	CC: Cover PSP Pynt	NSB Checking		5,000.00	-1,923,000.00
Deposit	9/19/2007			Go Global, Inc.	CC to cover Antonio Nevada Payment	NSB Checking		2,230,000.00	-4,053,000.00
Deposit	11/16/2007			Go Global, Inc.	Loan to cover New ANB Interest Pynt	NSB Checking		174,000.00	-4,227,000.00
Deposit	11/20/2007			Go Global, Inc.	CC: Cover Expenses	NSB Checking		5,000.00	-4,232,000.00
Deposit	12/21/2007			Go Global, Inc.	CC: Cover ANB Interest Payment	NSB Checking		175,000.00	-4,407,000.00
Deposit	12/28/2007			Go Global, Inc.	CC: Cover Engineering Expenses	NSB Checking		25,000.00	-4,432,000.00
Deposit	1/16/2008			Go Global, Inc.	Loan to cover expenses	NSB Checking		20,000.00	-4,452,000.00
Deposit	2/21/2008			Go Global, Inc.	Loan to cover ANB Interest Pynt	NSB Checking		180,000.00	-4,632,000.00
Deposit	2/23/2008			Go Global, Inc.	Loan to cover property tax	NSB Checking		10,000.00	-4,642,000.00
Deposit	3/28/2008			Go Global, Inc.	Loan to cover interest payments	NSB Checking		168,000.00	-4,810,000.00
Deposit	5/28/2008			Go Global, Inc.	CC for ANB Interest Pynt	NSB Checking		34,000.00	-4,844,000.00
Deposit	6/27/2008			Go Global, Inc.	CC for ANB Interest Payment	NSB Checking		34,000.00	-4,878,000.00
Deposit	7/8/2008			Go Global, Inc.	CC via DLSC	NSB Checking		73,870.00	-4,951,870.00
Total Contributions							0.00	4,973,870.00	-4,973,870.00

Page 14

SR002041

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Distributions:									0.00
General Journal	12/31/2006	115-06-3			Redeem	Interest Expense	648,488.84		843,488.84
Check	6/14/2007	1060		Go Global, Inc.	Capital Distribution	NSB Checking	200,000.00		843,488.84
Transfer	9/12/2007				Split \$2.2M Contribution between CC & Loan	Due (to) from Go Global	470,000.00		1,313,488.84
Transfer	9/12/2007				Payoff Go Global Loan	Go Global Loan @ 8.25%	400,000.00		1,713,488.84
General Journal	10/27/2008			Jerod Smith	Apply Jerod's CC to DLSC Loan	Due (to) from Desert Lakes Hldg	50,000.00		1,763,488.84
Total Distributions							1,763,488.84	0.00	1,763,488.84
Net Profit or (Loss)									0.00
Total Net Profit or (Loss)									0.00
Go Global, Inc. - Other									0.00
Total Go Global, Inc. - Other									0.00
Total Go Global, Inc.							1,763,488.84	5,284,728.50	-3,521,228.56
Ray Family Trust									0.00
Capital									0.00
Deposit	5/15/2007			Ray Family Trust	-MULTIPLE-	Due (to) from Robert Ray		283,561.60	-283,561.60
Total Capital							0.00	283,561.60	-283,561.60
Contributions									0.00
Total Contributions									0.00
Distributions									0.00
Total Distributions									0.00
Net Profit or (Loss)									0.00
Total Net Profit or (Loss)									0.00
Ray Family Trust - Other									0.00
Total Ray Family Trust - Other									0.00
Total Ray Family Trust							0.00	283,561.60	-283,561.60
The Roglich Family 2004 Ir Trust									0.00
Capital									0.00
General Journal	3/17/2006	12		Nevada Title	EMO	Deposits for Closing		250,000.00	-250,000.00
Total Capital							0.00	250,000.00	-250,000.00
Contributions									0.00
Deposit	9/12/2006			The Roglich Family 2004 Irrevocable Trust	CC for closing	NSB Checking	600,000.00		-600,000.00
Deposit	2/7/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	NSB Checking	178,750.00		-778,750.00
Deposit	3/5/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	NSB Checking	178,750.00		-957,500.00
Deposit	4/8/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover 1/2 of Alliance Interest Pymt	NSB Checking	89,375.00		-1,046,875.00
Deposit	5/23/2007			The Roglich Family 2004 Irrevocable Trust	CC to cover Alliance Interest Payment	NSB Checking	178,750.00		-1,225,625.00
Deposit	9/21/2007			The Roglich Family 2004 Irrevocable Trust	CC Cover Antonio Nevada Payment	NSB Checking	778,000.00		-2,003,625.00
Deposit	5/29/2008			The Roglich Family 2004 Irrevocable Trust	CC for ANB Interest Pymt	NSB Checking	84,000.00		-2,087,625.00
Deposit	6/27/2008			The Roglich Family 2004 Irrevocable Trust	CC to cover ANB Interest Payment	NSB Checking	34,000.00		-2,091,625.00
Total Contributions							0.00	2,091,625.00	-2,091,625.00
Distributions									0.00
Check	6/14/2007	1078		The Roglich Family 2004 Irrevocable Trust	Capital Distribution	NSB Checking	200,000.00		-2,291,625.00
Total Distributions							200,000.00	0.00	-2,291,625.00
Net Profit or (Loss)									0.00
Total Net Profit or (Loss)									0.00
The Roglich Family 2004 Ir Trust - Other									0.00
Total The Roglich Family 2004 Ir Trust - Other									0.00
Total The Roglich Family 2004 Ir Trust							200,000.00	2,241,625.00	-2,141,625.00
Capital Accounts - Other									0.00
Total Capital Accounts - Other									0.00
Total Capital Accounts							4,963,488.84	10,859,918.10	-5,896,418.16
Opening Bal Equity									0.00
Total Opening Bal Equity									0.00
Retained Earnings									0.00
Closing Entry	12/31/2005								0.00
General Journal	1/1/2006	118-06-1		Reginas		Business Licenses & Fees	325.00		325.00
Closing Entry	12/31/2006						41,818.31	325.00	41,818.31
Closing Entry	12/31/2007						211,849.58		253,287.87
Total Retained Earnings							253,592.87	325.00	253,287.87

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Commission Income									0.00
Total Commission Income									0.00
Consulting Fee Income									0.00
Total Consulting Fee Income									0.00
Gifts Received									0.00
Total Gifts Received									0.00
Miscellaneous Income									0.00
Total Miscellaneous Income									0.00
Rental Income									0.00
Invoice	1/1/2008	111		Bentwood Gunsmithing	January-08 Rent	Accounts Receivable	800.00	-	-800.00
Invoice	2/1/2008	112		Bentwood Gunsmithing	February-08 Rent	Accounts Receivable	800.00	-	-1,600.00
Invoice	2/15/2008	107		Nevada Water	Rent for the period of: 2/15/08-3/15/08	Accounts Receivable	15,000.00	-	-16,600.00
Invoice	3/1/2008	113		Bentwood Gunsmithing	March-08 Rent	Accounts Receivable	800.00	-	-17,400.00
Invoice	3/15/2008	108		Nevada Water	Rent for the period of: 3/15/08-4/15/08	Accounts Receivable	15,000.00	-	-32,400.00
Deposit	3/25/2008			Desert Lakes Holdings, LLC	March 2008 Rent	NSB Checking	5,000.00		-37,400.00
Deposit	3/31/2008			Desert Lakes Holdings, LLC	April-08 Rent	NSB Checking	5,000.00		-42,400.00
Invoice	4/1/2008	114		Bentwood Gunsmithing	April-08 Rent	Accounts Receivable	800.00	-	-43,200.00
Invoice	4/15/2008	110		Nevada Water	Rent for the period of: 4/15/08-5/15/08	Accounts Receivable	15,000.00	-	-58,200.00
Invoice	5/1/2008	117		Bentwood Gunsmithing	May-08 Rent	Accounts Receivable	800.00	-	-59,000.00
Deposit	5/14/2008			Desert Lakes Holdings LLC	Warehouse Rental	NSB Checking	2,000.00		-61,000.00
Invoice	5/15/2008	116		Nevada Water	Rent for the period of: 5/15/08-6/15/08	Accounts Receivable	15,000.00	-	-76,000.00
Invoice	6/1/2008	118		Bentwood Gunsmithing	June-08 Rent	Accounts Receivable	800.00	-	-76,800.00
Deposit	6/12/2008			VTI Associates	Deposit	NSB Checking	1,700.00		-78,500.00
Invoice	7/1/2008	119		Bentwood Gunsmithing	July-08 Rent	Accounts Receivable	800.00	-	-79,300.00
Invoice	8/1/2008	120		Bentwood Gunsmithing	August-08 Rent	Accounts Receivable	800.00	-	-80,100.00
Invoice	9/1/2008	121		Bentwood Gunsmithing	September-08 Rent	Accounts Receivable	800.00	-	-80,900.00
Deposit	9/30/2008			Desert Lake Country Club	10% of Gross for June-08 Rent	Undeposited Funds-Holding	5,020.00		-85,920.00
Total Rental Income							0.00	85,920.00	-85,920.00
Rent									0.00
Bill	2/11/2008	2008024654		DOUBLM	Right of Way Rental-Clark County	Accounts Payable	150.05		150.05
Total Rent							150.05	0.00	150.05
Appraisal Fees									0.00
Total Appraisal Fees									0.00
Automobile Expense									0.00
Gas									0.00
Total Gas									0.00
Automobile Expense - Other									0.00
Total Automobile Expense - Other									0.00
Total Automobile Expense									0.00
Bank Service Charge									0.00
Check	2/21/2008				Service Charge	NSB Checking	45.34		45.34
Check	8/25/2008				Service Charge	Pulaski Bank MMA	15.00		60.34
Check	8/25/2008				Service Charge	Pulaski Bank MMA	15.00		75.34
Total Bank Service Charge							75.34	0.00	75.34
Business Licenses & Fees									0.00
Check	7/28/2008	1195		Secretary of State	Annual List Filing for Eldorado Hills & Eldorado II	NSB Checking	250.00		250.00
Bill	8/4/2008			State of Nevada Business License Renewal	Eldorado II LLC Business License Renewal	Accounts Payable	100.00		350.00
Bill	9/17/2008			State of Nevada Business License Renewal	Business License Renewal	Accounts Payable	100.00		450.00
Total Business Licenses & Fees							450.00	0.00	450.00
Charitable Donations									0.00
Total Charitable Donations									0.00
Closing Costs									0.00
Total Closing Costs									0.00
Dues & Subscriptions									0.00
Total Dues & Subscriptions									0.00

SR002043

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11/19/08

Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Engineering Expense									
General Journal	1/1/2008	119-BB-07-5		Integrity Engineering	Redline: CeraMax Engineering Expense booked through Eldorado	Due (to) from CeraMax Nevada	2,539.52		0.00
Bill	1/7/2008	2008-073		Owens Geotechnical, Inc.	Geotechnical Services	Accounts Payable	8,127.50		2,539.52
Bill	1/1/2008	3322276		Kimley-Horn and Associates Inc.	Clark County and City of Henderson Meetings	Accounts Payable	3,315.34		10,857.02
Bill	2/21/2008	3354408		Kimley-Horn and Associates Inc.	Traffic Impact Study Discussions w/Clark County	Accounts Payable	287.75		13,882.40
Bill	2/29/2008	E2008-45		CSI Environmental, LLC	Soil Tank Sampling/Fluid Disposal	Accounts Payable	550.00		14,250.15
Bill	2/29/2008	280038		Slater Hanftan Group	CeraMax Non-conforming Zone Change	Accounts Payable	550.00		15,650.15
Bill	2/29/2008	280038		Slater Hanftan Group	Preliminary Drainage Analysis	Accounts Payable	9,339.00		24,989.15
Bill	3/14/2008	5989		AMTI	Fact Study	Accounts Payable	9,100.00		34,089.15
Bill	3/19/2008	3394574		Kimley-Horn and Associates Inc.	Plans for meeting w/NDOT, Coordination w SHG	Accounts Payable	365.65		34,478.80
Bill	4/14/2008	8103		AMTI	Fact Study	Accounts Payable	3,900.00		38,378.80
Bill	6/5/2008	CL/620748154		NV Division of Environmental Protection	Water, General, & UIC Permit Fees	Accounts Payable	300.00		38,678.80
Bill	9/9/2008	410		Riez Consulting Inc.	Surveying Services for Parcel Map	Accounts Payable	2,015.00		40,693.80
Bill	9/18/2008	420		Riez Consulting Inc.	Surveying Services for Parcel Map	Accounts Payable	800.00		41,283.80
Total Engineering Expense							41,283.80	0.00	41,283.80
Equipment Rental									0.00
Total Equipment Rental									0.00
Gifts to Clients									0.00
Total Gifts to Clients									0.00
Insurance									0.00
Liability									0.00
Check	3/31/2008	1171		Orgill Singer	Add Additional Insured	NSB Checking	103.90		103.90
Total Liability							103.90	0.00	103.90
Insurance - Other									0.00
Total Insurance - Other									0.00
Total Insurance							103.90	0.00	103.90
Interest Expense									0.00
Finance Charge									0.00
Total Finance Charge									0.00
Loan Interest									0.00
Deposit	10/27/2008				Accumulated Interest at 10% through 10/27/08	Due (to) from Desert Lakes Hldg		23,233.47	-23,233.47
Total Loan Interest							0.00	23,233.47	-23,233.47
Mortgage									0.00
Check	1/25/2008			ANB Financial	Jan-08 Interest Pymt	ANB Money Market	173,887.28		173,887.28
Check	2/21/2008	1184		ANB Financial	Interest Pymt to Loan# 150000170	NSB Checking	173,887.28		347,774.52
Check	3/24/2008	1173		ANB Financial	Interest Pymt to Loan# 150000170	NSB Checking	162,678.08		510,472.60
Check	4/22/2008	1182		ANB Financial	Interest Pymt to Loan# 150000170	NSB Checking	173,887.28		684,369.88
Check	5/23/2008	1188		ANB Financial	Interest Pymt to Loan# 150000170	NSB Checking	165,237.67		852,657.53
Check	7/2/2008	1191		FDIC as receiver for ANB Commercial	Interest Payment on old ANB Loan	NSB Checking	168,000.00		1,020,657.53
Total Mortgage							1,020,657.53	0.00	1,020,657.53
Interest Expense - Other									0.00
General Journal	10/17/2008			Go Global, Inc.	Accumulated Interest through 10/17/08	Go Global Note Payable @ 22%	12,250.68		12,250.68
Total Interest Expense - Other							12,250.68	0.00	12,250.68
Total Interest Expense							1,032,908.21	23,233.47	1,009,674.74
Loan Fees									0.00
Total Loan Fees									0.00
Maintenance									0.00
Cleaning & Janitorial									0.00
Bill	2/1/2008			Kent Anderson	Tree Removal & Landscape Service & Setup	Accounts Payable	13,437.50		13,437.50
Bill	6/19/2008			Kent Anderson	Landscape	Accounts Payable	1,760.00		15,197.50
Bill	8/8/2008			Kent Anderson	Storm tree damage (Clean up and removal)	Accounts Payable	667.00		15,874.50
Total Cleaning & Janitorial							15,874.50	0.00	15,874.50
Repairs									0.00
Total Repairs									0.00
Maintenance - Other									0.00
Total Maintenance - Other									0.00
Total Maintenance							15,874.50	0.00	15,874.50
Marketing Expense									0.00
Bill	1/9/2008	40080109001		Mabe International	50% Deposit for Virtual Tour Animation	Accounts Payable	7,898.50		7,898.50
Bill	1/14/2008	103123-A		RUSHOURGRAFFIO	For Sale Signs	Accounts Payable	1,300.00		9,298.50
General Journal	1/30/2008			NAACP	Buyers Guide Listing	Due (to) from Dan DeArmas	345.00		9,643.50
Bill	4/8/2008	40080408501		Mabe International	Remaining 50% of 3D Virtual Tour Animation	Accounts Payable	7,996.50		17,638.00
Total Marketing Expense							17,638.00	0.00	17,638.00

Page 17

SR002044

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Mileage Expense									0.00
Total Mileage Expense									0.00
Miscellaneous Expense									0.00
Total Miscellaneous Expense									0.00
Office Expense									0.00
Office Supplies									0.00
General Journal	3/31/2008			Office Depot	Supplies for Marketing presentation	Due (to) from Dan DeArmas	213.01		213.01
Total Office Supplies							213.01	0.00	213.01
Postage & Delivery									0.00
Bill	5/1/2008	2-678-80674		FedEx	Package to Steve Howland	Accounts Payable	- 40.88		40.88
Total Postage & Delivery							40.88	0.00	40.88
Printing & Reproduction									0.00
Total Printing & Reproduction									0.00
Office Expense - Other									0.00
Total Office Expense - Other									0.00
Total Office Expense							253.89	0.00	253.89
Payroll Expenses									0.00
Total Payroll Expenses									0.00
Professional Fees									0.00
Accounting									0.00
Bill	4/1/2008			LL Bradford & Company, LLC	Prep of 2007 Fed Income Tax Form 1065	Accounts Payable	1,550.00		1,550.00
Total Accounting							1,550.00	0.00	1,550.00
Consulting									0.00
Check	2/1/2008	1182		Smith Consulting Inc.	Consulting Fee Jan-08	NSB Checking	3,333.00		3,333.00
Check	2/28/2008	1187		Smith Consulting Inc.	Consulting Fee Feb-08	NSB Checking	3,333.00		6,666.00
Bill	2/28/2008			Boyd Consulting, LLC	BLM Consultant	Accounts Payable	1,155.00		7,791.00
Total Consulting							7,781.00	0.00	7,791.00
Legal Fees									0.00
Total Legal Fees									0.00
Professional Fees - Other									0.00
Total Professional Fees - Other									0.00
Total Professional Fees									0.00
Taxes							9,341.00	0.00	9,341.00
Federal									0.00
Total Federal									0.00
Personal Property									0.00
Check	6/19/2008	1190		Clark County Assessor	Acct# 117027-89	NSB Checking	1,448.81		1,448.81
Total Personal Property							1,448.81	0.00	1,448.81
Property									0.00
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001-1st installment	Accounts Payable	13,413.87		13,413.87
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001-2nd installment	Accounts Payable	13,413.87		26,827.74
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001-3rd installment	Accounts Payable	13,413.87		40,241.61
Bill	7/1/2008			Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001-4th installment	Accounts Payable	13,413.87		53,655.48
Total Property							53,655.48	0.00	53,655.48
Taxes - Other									0.00
Total Taxes - Other									0.00
Total Taxes							55,104.08	0.00	55,104.08
Tools & MISC. Equipment									0.00
Total Tools & MISC. Equipment									0.00
Travel & Entertainment									0.00
Lodging									0.00
Total Lodging									0.00
Meals & Entertainment									0.00
Total Meals & Entertainment									0.00

SR002045

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11/19/08  
Accrual Basis

Eldorado Hills, LLC  
General Ledger  
As of October 29, 2008

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Travel									0.00
General Journal	2/12/2008			Southwest Airlines		Due (to) from Don DeArmas	154.00		154.00
General Journal	2/28/2008			Continental Airlines	Ticket for Carlos to Amsterdam charged on GG Amex	Due (to) from Go Global	1,120.00		1,274.00
Total Travel							1,274.00	0.00	1,274.00
Travel & Entertainment - Other									0.00
Total Travel & Entertainment - Other									0.00
Total Travel & Entertainment							1,274.00	0.00	1,274.00
Uncategorized Expense									0.00
Total Uncategorized Expense									0.00
Utilities									0.00
Gas & Electric									0.00
Bill	1/30/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,567.13		1,567.13
Check	3/18/2008			Nevada Power		NSB Checking	1,403.45		2,970.58
Bill	3/28/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,398.64		4,369.22
Bill	4/28/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,299.99		5,669.21
Bill	5/30/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,259.67		6,928.88
Bill	6/28/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,326.60		8,255.48
Bill	7/30/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,417.28		9,672.76
Bill	8/29/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,519.02		11,191.78
Bill	9/27/2008			Nevada Power	Acct# 3000241471012311220	Accounts Payable	1,241.36		12,433.14
Total Gas & Electric							12,424.39	0.00	12,424.39
Telephone & Fax									0.00
Total Telephone & Fax									0.00
Waste Management									0.00
Bill	1/31/2008			Boulder Disposal Inc.		Accounts Payable	282.48		282.48
Bill	3/3/2008			Boulder Disposal Inc.		Accounts Payable	282.48		564.96
Bill	4/1/2008			Boulder Disposal Inc.		Accounts Payable	282.48		847.44
Bill	4/30/2008			Boulder Disposal Inc.		Accounts Payable	282.48		1,129.92
Bill	5/31/2008			Boulder Disposal Inc.		Accounts Payable	282.48		1,412.40
Bill	6/30/2008			Boulder Disposal Inc.	Customer# 30-49 0	Accounts Payable	282.48		1,694.88
Bill	7/31/2008			Boulder Disposal Inc.	Customer# 30-49 0	Accounts Payable	273.29		1,968.17
Bill	8/31/2008			Boulder Disposal Inc.	Customer# 30-49 0	Accounts Payable	273.29		2,241.46
Total Waste Management							2,121.52	0.00	2,121.52
Water									0.00
Bill	1/29/2008			LVAWD	Acct# 4518176596	Accounts Payable	1,018.99		1,018.99
Bill	2/23/2008			LVAWD	Acct# 4518176596	Accounts Payable	262.37		1,281.36
Bill	3/28/2008			LVAWD	Acct# 4518176596	Accounts Payable	228.44		1,509.80
Bill	4/28/2008			LVAWD	Acct# 4518176596	Accounts Payable	180.54		1,690.34
Bill	5/28/2008			LVAWD	Acct# 4518176596	Accounts Payable	418.82		2,109.16
Bill	6/28/2008			LVAWD	Acct# 4518176596	Accounts Payable	577.53		2,686.69
Bill	7/28/2008			LVAWD	Acct# 4518176596	Accounts Payable	523.63		3,210.32
Bill	8/25/2008			LVAWD	Acct# 4518176596	Accounts Payable	908.91		4,119.23
Bill	9/23/2008			LVAWD	Acct# 4518176596	Accounts Payable	289.40		4,408.63
Total Water							4,302.83	0.00	4,302.83
Utilities - Other									0.00
Total Utilities - Other									0.00
Total Utilities							16,848.84	0.00	16,848.84
Interest Income									0.00
Deposit	1/31/2008				Interest	NSB Money Market			0.00
Deposit	1/31/2008				Interest	ANS Money Market	106.99		106.99
Deposit	2/28/2008				Interest	ANS Money Market	5,001.98		5,108.97
Deposit	2/28/2008				Interest	NSB Money Market	87.56		5,196.53
Deposit	3/31/2008				Interest	ANS Money Market	2,345.09		7,541.62
Deposit	3/31/2008				Interest	NSB Money Market	19.39		7,561.01
Deposit	4/30/2008				Interest	ANS Money Market	2,031.18		9,592.19
Deposit	4/30/2008				Interest	NSB Money Market	11.73		9,603.92
Deposit	5/30/2008				Interest	ANS Money Market	1,740.85		11,344.77
Deposit	5/31/2008				Interest	NSB Money Market	10.99		11,355.76
Deposit	6/30/2008			Pulaski Bank	Deposit	Pulaski Bank MMA	843.60		12,199.36
Deposit	6/30/2008				Interest	NSB Money Market	11.25		12,210.61
Deposit	7/31/2008				Interest	Pulaski Bank MMA	112.73		12,323.34
Deposit	8/29/2008				Interest	NSB Money Market	11.58		12,334.92
Deposit	8/30/2008				Interest	NSB Money Market	122.44		12,457.36
Total Interest Income							148.65		12,606.01
No acct							0.00	10,417.32	-10,417.32
Total no acct									0.00
TOTAL							82,111,584.72	82,111,584.72	0.00

SR002046

# EXHIBIT D



Accrual Basis

**Go Global, Inc.**  
**Profit & Loss**  
 January through December 2007

	<u>Jan - Dec 07</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Commission Income	89,487.50
Consulting Fee Income	1,420,000.00
Interest Income	95,079.64
Long Term Capital Gains	127,500.00
Management Fee Income	18,390.62
Rental Income	<u>10,500.00</u>
<b>Total Income</b>	<u>1,760,957.76</u>
<b>Expense</b>	
Automobile Expense	16,361.58
Bank Service Charge	1,717.67
Business Licenses & Fees	2,548.00
Charitable Donations	400.00
Closing Costs	5,988.83
Commission Expense	73,656.25
Dues & Subscriptions	9,331.90
Education & Training	1,627.33
Gifts to Clients	602.61
HOA Association Fees	7,982.42
Insurance	40,411.34
Interest Expense	317,047.84
Loan Fees	50.00
Maintenance	2,845.79
Marketing Expense	475.22
Office Expense	23,797.30
Payroll Expenses	396,244.40
Professional Fees	267,635.84
Rent	38,300.00
Security Expense	821.95
Taxes	48,836.60
Tools & Misc. Equipment	29.12
Travel & Entertainment	34,019.48
Uncategorized Expense	0.00
Utilities	<u>21,755.88</u>
<b>Total Expense</b>	<u>1,312,487.33</u>
<b>Net Ordinary Income</b>	448,470.43
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
Medical	<u>727.92</u>
<b>Total Other Expense</b>	<u>727.92</u>
<b>Net Other Income</b>	<u>-727.92</u>
<b>Net Income</b>	<u><u>447,742.51</u></u>

# EXHIBIT E

1 DISTRICT COURT  
2 CLARK COUNTY, NEVADA  
3 CARLOS A. HUERTA, an )  
4 individual, CARLOS A. )  
5 HUERTA as Trustee of THE )  
6 ALEXANDER CHRISTOPHER )  
7 TRUST, a Trust established )  
8 in Nevada as assignee of )  
9 interests of GO GLOBAL, )  
10 INC., a Nevada corporation )  
11 NANYAH VEGAS, LLC, a Nevada )  
12 limited liability company; )  
13 Plaintiffs, )  
14 vs. ) Case No. A-13-686303-C  
15 ) Dept. No. XXVII  
16 SIG ROGICH aka SIGMUND )  
17 ROGICH as Trustee of The )  
18 Rogich Family Irrevocable )  
19 Trust; ELDORADO HILLS, LLC, )  
20 a Nevada limited liability )  
21 company; DOES I-X, and or )  
22 ROE CORPORATIONS I-X, )  
23 inclusive, )  
24 Defendants. )  
25 \* \* \* \* \*

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

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

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

Job No. 9249

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 1

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

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 2

1 APPEARANCES:  
2 For Plaintiffs/Counterdefendants:  
3 MCDONALD LAW OFFICES, PLLC  
4 BY: BRANDON B. MCDONALD, ESQ.  
5 2505 Anthem Village Drive  
6 Suite E-474  
7 Henderson, NV 89052  
8 For Defendants/Counterclaimants:  
9 LIONEL SAWYER & COLLINS  
10 BY: SAMUEL S. LIONEL, ESQ.  
11 BY: STEVEN C. ANDERSON, ESQ.  
12 300 South Fourth Street  
13 Suite 1700  
14 Las Vegas, NV 89101  
15  
16  
17  
18  
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22  
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702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 3

1 I N D E X  
2 WITNESS: CARLOS A. HUERTA  
3 PAGE  
4 Examination By Mr. Lionel 5  
5 Examination By Mr. McDonald 66  
6 INDEX TO EXHIBITS  
7 EXHIBIT PAGE  
8 A Notice of Taking Deposition of 5  
9 Nanyah Vegas, LLC's Person(s)  
10 Most Knowledgeable  
11  
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702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 4

JA\_005069

1 (A discussion was held off the record between the court  
2 reporter and counsel, wherein counsel present agreed to  
3 waive the reporter requirements as set forth under NRC  
4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)  
5  
6 CARLOS A. HUERTA,  
7 having been first duly sworn to testify to the truth,  
8 the whole truth and nothing but the truth, was examined  
9 and testified as follows:  
10  
11 EXAMINATION  
12 BY MR. LIONEL:  
13 Q Mr. Huerta, where do you live?  
14 A Las Vegas.  
15 Q Where in Las Vegas?  
16 A Sierra Vista Ranchos.  
17 MR. LIONEL: Off the record.  
18 (Discussion off the record)  
19 MR. LIONEL: Miss Reporter, would you mark  
20 this as Defense Exhibit A?  
21 (Exhibit A marked)  
22 BY MR. LIONEL:  
23 Q Mr. Huerta, have you ever seen Exhibit A  
24 before, which is a Notice of Taking Deposition of  
25 Nanyah Vegas, LLC's Person Most Knowledgeable?

1 Q Are you here today to testify as a Person Most  
2 Knowledgeable for Nanyah Vegas, LLC?  
3 A Yes, sir.  
4 Q Are you here today to testify with respect to  
5 Nanyah Vegas' Fourth Claim for Relief in the First  
6 Amended Complaint, as shown here in the second  
7 paragraph of Exhibit A?  
8 A Yes, sir.  
9 Q Thank you.  
10 Mr. Huerta, you've had your deposition taken  
11 before; is that true?  
12 A Yes, sir. You can call me Carlos, if that's  
13 easier for you during this time period, yeah.  
14 Q Oh, fine.  
15 When I refer to "Nanyah," I'm actually  
16 referring to Nanyah Vegas, LLC. Do you understand  
17 that?  
18 A Understood.  
19 Q Carlos, you've had your deposition taken  
20 before?  
21 A Yes, sir.  
22 Q Approximately how many times?  
23 A 10.  
24 Q Here in Nevada?  
25 A Yes.

1 Q Are you familiar with what's involved in the  
2 taking of a deposition?  
3 A I believe so.  
4 Q Is there anything you want me to explain, or  
5 feel you need to explain?  
6 A I don't think so.  
7 Q Do you know of any reason why you cannot be  
8 deposed today?  
9 A No, sir.  
10 Q Where does the name Nanyah Vegas come from?  
11 A It is a company that is actually Israeli, and  
12 it is controlled by Yoav Harlap. And he just --  
13 knowing that he was going to invest in the United  
14 States, he established an LLC in Nevada. And knowing  
15 that he was coming to the United States to invest, he  
16 formed this entity that basically mimics his Israeli  
17 company.  
18 Q Did you have anything to do with the formation  
19 of his company?  
20 A No.  
21 Q He formed it. Did he have counsel at the  
22 time?  
23 A We had a CPA that did it for him.  
24 Q Who was that?  
25 A You know, I'm not sure who we used, but it

1 could have been, probably was L.L. Bradford & Company.  
2 Q Who in L.L. Bradford?  
3 A I don't remember. But it could have been  
4 Dustin Lewis.  
5 Q Is Dustin Lewis an accountant who does work  
6 for Yoav Harlap?  
7 A There hasn't -- he would be. I don't believe  
8 there's been a lot of work. So I don't know that he's  
9 really done anything as of late.  
10 Q Let me talk a moment about Go Global, Inc.  
11 That is your company; is that correct?  
12 A It is.  
13 Q You're the president of that company?  
14 A Yes.  
15 Q Are you the sole shareholder?  
16 A Yes.  
17 Q Sole director?  
18 A There's no directors. Just the president, I  
19 believe.  
20 Q You are the only one who speaks for Go Global;  
21 is that correct?  
22 A Yes, sir.  
23 Q What is the business of Nanyah Vegas?  
24 A It was a single-purpose entity meant to invest  
25 in Las Vegas real estate.

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1 Q Did it invest in Las Vegas real estate?  
 2 A Yes.  
 3 Q Was there more than one investment?  
 4 A No.  
 5 Q What was the real estate that was invested in?  
 6 A The property that's owned by Eldorado Hills,  
 7 LLC, 160 acres on the way to Boulder City.  
 8 Q Nanyah Vegas, does it have a license to do  
 9 business in Las Vegas?  
 10 A I don't know. Actually, I do know. I believe  
 11 that it does not.  
 12 Q And it has not had one? Is that a fair  
 13 statement?  
 14 A Well, it was incorporated in Nevada. So I  
 15 think at one point, it did. So I'm not sure if it's  
 16 been kept up.  
 17 Q Do you know if the company files tax returns?  
 18 A I believe that it does.  
 19 Q Have you ever seen any of the tax returns?  
 20 A I don't remember.  
 21 Q Beg your pardon?  
 22 A I don't remember.  
 23 Q You may have?  
 24 A I may have.  
 25 Q Where is the office of Nanyah?

1 A The official office is at the 8880 West Sunset  
 2 Road, third floor, I believe, in Las Vegas.  
 3 Q Is that the Bradford address?  
 4 A Correct.  
 5 Q Have they ever used your office for any  
 6 purpose?  
 7 A Sure.  
 8 Q What purpose?  
 9 A To -- for this Eldorado Hills project.  
 10 Q Does it have any files in your office with  
 11 respect to that project or anything else?  
 12 A We have -- probably have a file, yes, on  
 13 Nanyah Vegas.  
 14 Q That's your office at 1060 Post Road?  
 15 A 3060 Post Road.  
 16 Q 3060 Post Road?  
 17 A Suite 110, yes.  
 18 Q Does it have any employees?  
 19 A No.  
 20 Q Did it ever have any, that you know of?  
 21 A No.  
 22 Q Who is the manager of Nanyah?  
 23 A Yoav Harlap.  
 24 Q Do you have any role in management?  
 25 A I'm the only contact person for Nanyah in

1 town. So whenever any kind of discussion comes about,  
 2 I'm the person that is called upon.  
 3 Q Are you also the registered agent?  
 4 A I don't remember if I am or not.  
 5 Q If I tell you that the Secretary of State's  
 6 office says that, would you say it may be so?  
 7 A Yes.  
 8 Q All right. And this situation, you tell me  
 9 about being the only representative here in Nevada for  
 10 the company, that situation has persisted since the  
 11 company came into being; is that correct?  
 12 A Yes.  
 13 Q When did it come into being?  
 14 A I believe late 2007.  
 15 Q How do you place it?  
 16 A In terms of --  
 17 Q At that time?  
 18 A Oh. I remember meeting with Mr. Harlap and  
 19 discussing this project in '07, and him investing in  
 20 that year.  
 21 Q At that point in time, did you have some kind  
 22 of a role with Eldorado Hills?  
 23 A Yes.  
 24 Q What were you at that time?  
 25 A I was a manager and a member.

1 Q During what years were you a manager and a  
 2 member?  
 3 A Of Eldorado, I believe '05, '06, '07, '08.  
 4 Q That's through October 31 of '08? Fair  
 5 statement?  
 6 A Correct.  
 7 Q Who were the investors in Nanyah?  
 8 A Just Yoav Harlap.  
 9 Q Did Jacob Feingold have a role in there?  
 10 A I don't believe so.  
 11 Q Did D & D Properties have a role?  
 12 A I don't believe so.  
 13 Q You're familiar with D & D Properties?  
 14 A I am.  
 15 Q Do you have any interest in Nanyah?  
 16 A No.  
 17 Q Did you ever?  
 18 A No.  
 19 Q Did Go Global ever have an interest?  
 20 A No.  
 21 Q How about Alexander Christopher Trust, did it  
 22 ever have an interest?  
 23 A It did not.  
 24 Q And does not now?  
 25 A Correct.

1 Q Is there an Operating Agreement for Nanyah?

2 A I don't think so.

3 Q Did it have a bank account in the United

4 States?

5 A I don't think so.

6 Q At any time?

7 A I don't think so.

8 Q Did Nanyah have a relation -- strike that.

9 What is Canamex Nevada?

10 A It was an LLC that was formed by Sig Rogich

11 and myself.

12 Q When?

13 A I believe it was 2007 or 2008.

14 Q For what purpose?

15 A To join with our neighboring property owner to

16 the north. It was about a 150-acre property that was

17 controlled mostly by a gentleman by the name of Mike

18 Giroux. That's G-I-R-O-U-X.

19 Q Thank you.

20 A And we were going to put the Eldorado Hills

21 property together with the 150 acres that Giroux

22 controlled, mostly controlled. There was two other

23 partners, I think, he had. And we were going to market

24 all the property together, and work together in terms

25 of the development as the -- the first thing that we

1 expected to come down the pike would be the improvement

2 of the 95 by NDOT, and they were going to put a new

3 interchange right along those properties.

4 Q Did you play a role in what you just told me,

5 namely, putting these two properties together and

6 exploiting them?

7 A Yes.

8 Q What did you do?

9 A Well, I had multiple meetings with the Giroux

10 group, and actually one other adjacent owner there as

11 well by the name of Lynn Goodfellow, and discussed that

12 there would be the potential to have a better plan if

13 we all went in together and coordinated the different

14 uses. And I thought that it would increase the value

15 of both properties. We had meetings with them. And we

16 were going to proceed.

17 Q What, if anything, did you do in connection

18 with proceeding with that plan?

19 A Formed Canamex Nevada, LLC; hired engineers to

20 do an entire master plan, site plan, and renderings for

21 the properties; and had come to an agreement with the

22 Giroux group on how to do it; and was starting to raise

23 the money for it.

24 Q What did you do in connection with trying to

25 raise the money?

1 A Speak to investors like Harlap, and others.

2 Q Did you raise any money for it?

3 A Uh-huh. Yes.

4 Q Who from?

5 A I believe that it was mostly Go Global at the

6 time.

7 Q How much did Go Global invest?

8 A I don't remember.

9 Q Do you have any idea?

10 A I don't remember.

11 Q Was it more or less than \$100,000?

12 A Probably would have been less than \$100,000.

13 Q Did Go Global have an interest in Canamex

14 Nevada?

15 A Yes.

16 Q What kind of an interest did it have?

17 A I don't remember the percentage. Starting

18 out, it probably was 50 percent, along with Sig

19 probably would have been the other 50 percent, Sig

20 Rogich.

21 Q Was the attempt to exploit it, by that I mean,

22 an attempt to have sellers joined interest?

23 A The intention would have been to sell the

24 majority, if not all of it. But we realized it would

25 have taken time. I doubt that it would have been, in

1 other words, one purchaser that would buy all 310

2 acres.

3 Q Did you prepare a lot of plans or ideas with

4 respect to exploiting the property?

5 A Yes.

6 Q Did Canamex Nevada file tax returns?

7 A I don't think so. I don't think we ever got

8 to that point.

9 Q Who invested money besides you --

10 A I don't think anyone.

11 Q -- besides Go Global?

12 A I don't think anybody else did.

13 Q Aside from this lawsuit and the claim in the

14 lawsuit, did Nanyah have any relationship with Eldorado

15 Hills, LLC?

16 MR. McDONALD: I'm going to object to the form

17 of that question.

18 THE WITNESS: I guess, what type of

19 relationship?

20 BY MR. LIONEL:

21 Q Any kind?

22 A Yeah, they were an investor, planned to own a

23 piece of the company that owned it.

24 Q Are you talking about the claim in this

25 lawsuit?

1 A That's a legal question. So in terms of the  
2 claim in this lawsuit, I'm not sure how that all breaks  
3 out. So I'm not comfortable answering it. But they  
4 had a relationship with Eldorado Hills, yes. Any other  
5 relationship, I'm not exactly sure what you mean by  
6 that.  
7 Q Huh?  
8 A Any other relationship, I'm not exactly sure  
9 what you mean by that.  
10 Q Did they do any business with it?  
11 A They invested \$1.5 million.  
12 Q Anything else?  
13 A We talked about the project, and the future,  
14 and gave ideas to one another about what could happen  
15 there, strategized about it in terms of how to best  
16 market the property, and how to gain the most value out  
17 of it.  
18 Q Are you familiar with the Complaint in this  
19 action?  
20 A I am.  
21 Q Are you familiar with the Amended Complaint?  
22 A I think so, yes.  
23 Q Do you have any question? Would you like to  
24 see it?  
A No. Thank you.

1 Q Did you see both of them before they were  
2 filed?  
3 A Yes.  
4 Q You approved both and authorized the filing?  
5 A Yes.  
6 Q Paragraph 15 of the Complaint says that in  
7 2006 or 2007 -- let me get the precise language.  
8 A Sure.  
9 Q I'm reading paragraph 15 of the Amended  
10 Complaint. You have it in front of you there?  
11 A Yes, sir.  
12 Q "Subsequently in the years 2006 and 2007,  
13 Plaintiffs Robert Ray and Nanyah collectively invested  
14 \$1,783,561.60, with Nanyah's portion being \$1,500,000,  
15 collectively in Eldorado and were entitled to their  
16 respective membership interest."  
17 Are you familiar -- you just looked at that  
18 paragraph?  
19 A I did.  
20 Q Is that what happened?  
21 A Yes.  
22 Q How do you place it in 2006 and -- strike  
23 that.  
24 Was all that money invested at one time?  
25 A No.

1 Q When was the Robert Ray money invested?  
2 A Pretty sure it was '06.  
3 Q When was the Nanyah money invested?  
4 A '07.  
5 Q Did you have anything to do with the Ray  
6 investment in 2006?  
7 A Yes, sir.  
8 Q What did you have to do with it?  
9 A Told him about the project, and let him know  
10 that we were looking to raise money for it. And, I  
11 mean, I'm making it more brief than what had occurred.  
12 He obviously wanted to know about the project, and I  
13 explained it to him. And he came with a rather large  
14 investment on a short amount -- in a short amount of  
15 time in order for us to be able to close on the initial  
16 property with Rogich's client -- I think last name is  
17 Ryu, R-Y-U -- because we needed to raise extra money  
18 right before closing.  
19 Q Tell me why he had to raise -- he had to raise  
20 extra money?  
21 A Who's "he"?  
22 Q Ray?  
23 A No, no. Ray invested money. Sig Rogich and  
24 myself for Eldorado Hills had to raise extra money at  
25 the end because the loan that we had contemplated that

1 was going to come in wasn't going to be for the number  
2 that we were first told. So we needed to come up with  
3 extra cash. And we raised money from Robert Ray and  
4 Antonio Nevada in order to close.  
5 Q This was in connection with the original  
6 acquisition by Eldorado Hills --  
7 A Yes.  
8 Q -- of the property?  
9 A Exactly. And that's when Ray invested. Now,  
10 Ray invested actually more than the \$283,000, so you  
11 know, originally.  
12 Q Tell me about it.  
13 A I believe the number was \$500,000. And the  
14 way he -- kind of did it as a favor with the potential  
15 that he would be an investor in the future, so he made  
16 it in the terms of a loan. And once the -- I believe  
17 we got the property refinanced after the initial  
18 closing. And then there was a gentleman's agreement --  
19 I'm not sure if there was anything in writing -- that  
20 we would go to Robert Ray and say, "How much do you  
21 want to hold in the project?" He then told us how much  
22 he wanted back. So we cut him a check for a portion.  
23 And then he left the rest in the company as an equity  
24 investment.  
25 Q Did you deal with him initially?

JA\_005073

1 A Yes, sir.

2 Q Did you go to him, or did he come to you?

3 A I went to him.

4 Q When part of his half million dollars -- or --

5 originally it was the half million a loan?

6 A Exactly.

7 Q Were there loan documents?

8 A I don't remember.

9 Q Do you remember signing any documents?

10 A Kind of, yes.

11 Q What does "kind of" mean?

12 A Well, it was eight years ago, you know. So I

13 don't remember. I do remember signing something, but I

14 couldn't swear to it unequivocally. Robert and I have

15 known each other for a long time, so I don't think he

16 would have required a document. But I probably gave

17 him one. And I brought Robert also, by the way, to

18 meet Sig Rogich about it.

19 Q You what?

20 A I brought Robert into the office to meet with

21 Sig as well prior to the investment, so --

22 Q What office did you take him into?

23 A I think it was 3980 Howard Hughes, not the

24 3883. But then Robert later came to the 3883 as well,

25 so I can't remember which one was which.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 21

1 Q Would you look at paragraph 17?

2 A Yes.

3 Q I'll read it. Paragraph 17 of the Amended

4 Complaint:

5 "While Ray's interest in Eldorado are believed

6 to have been preserved, despite contrary representation

7 by Sigmund Rogich, Nanyah never received an interest in

8 Eldorado while Eldorado retained the million five."

9 Why do you say his interests are believed to

10 have been preserved?

11 A He still receives KIs from Eldorado Hills,

12 LLC, and chose an ownership percentage in the entity.

13 Q And the tax returns showed his interest,

14 didn't it?

15 A I believe so.

16 Q Do you know why in the original Complaint here

17 he sues claiming he had no interest?

18 A Yes.

19 Q What's the reason?

20 A I think there's more than one reason.

21 Q I'm listening.

22 A There's been -- from what he's told us in a

23 meeting, there's been zero reporting in terms of what's

24 going on with the asset. There is a tenant on the

25 property that presumably pays rent. Never seen any

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 22

1 kind of financials on the entity. He doesn't know how

2 much money is going into the company. He doesn't know

3 anything. So he wonders if his interest is even going

4 to be honored, or accepted, or kept in the company at

5 one point. We have an experience now -- he has an

6 experience now on how other members' interests can

7 suddenly vanish based upon an arbitrary decision by the

8 current managers of the entity. So he doesn't know if

9 his is going to be preserved. But he gets really no

10 information other than a K1. There is no money coming

11 in to him at all whatsoever. So there's a concern that

12 his investment could be going up in a cloud of smoke as

13 the others have.

14 Q Did this condition or situation prevail during

15 the years that you were manager there in 2006, 2007,

16 2008?

17 A This situation that I just described? Is that

18 what you're asking?

19 Q Yes.

20 A No.

21 Q What did you do with Mr. Ray, for Mr. Ray, or

22 to Mr. Ray during those years?

23 A I would update him on what's going on with the

24 property; what offers we had coming in; what was going

25 on in general with the development of the property; I

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 23

1 would send him site plans; I'd tell him what the

2 potentials were with the Canamex Nevada project that we

3 were going to try to go into. So he was kept up to

4 date on a regular basis.

5 Q And you say that stopped once you left?

6 A No, I still was -- not once I left. I still

7 was somewhat involved after the purchase of my

8 interest, that has all of a sudden seemingly

9 conveniently gone up in a cloud of smoke. But I still

10 was involved with the project, and I still was doing

11 things even up through '09. So I would keep Mr. Ray up

12 to date probably to mid-'09.

13 Q These other things you talked about happened

14 after that, are you saying?

15 A That's when Robert Ray's concerns escalated,

16 let's just say.

17 Q Getting back to paragraph 17 --

18 A And by the way, another thing that I remember:

19 I brought Robert Ray to see Sig Rogich after my

20 interests were sold in Sig's office, and we spoke with

21 Sig about the investment. So I would actually come

22 with Robert and update him, and we gave him an update.

23 And Sig, I remember saying that he would do the right

24 thing in terms of everybody involved. But after that,

25 I don't think there's been any other meetings.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 24



1 Q When was this conversation?

2 A In '09.

3 Q When in '09? Do you remember?

4 A No, I don't remember the month.

5 Q Paragraph 17 says:

6 "Nanyah never received an interest in Eldorado

7 while Eldorado retained the million five."

8 Is that correct?

9 A Yes, sir.

10 Q Is there any documentation that you know of

11 with respect to the million five that Nanyah said was

12 given to Eldorado?

13 A There is.

14 Q What is the documentation?

15 A We have Eldorado Hills' bank statements, for

16 one, showing the 1.5 million.

17 Q Wait a minute.

18 A Sorry?

19 Q Bank statement of Eldorado?

20 A Eldorado Hills, LLC, Nevada State Bank. We

21 also have an agreement --

22 Q Please.

23 A Oh, okay. Sure.

24 Q What was the date of that? Do you know?

25 A 2007. I'm not sure what month. It would have

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 25

1 been late 2007, probably December. But, again, it was

2 seven years ago, or six and a half years ago.

3 Q Okay. Go ahead.

4 A Then there's an agreement that was signed in

5 October 31st, 2008, that you referred to that date

6 earlier.

7 Q Agreement of what?

8 A You referred to that date, October 31st, 2008.

9 I believe it's called the Purchase Agreement.

10 Q Uh-huh.

11 A So Nanyah Vegas' investment was documented in

12 that agreement, as was Mr. Ray's.

13 Q Are you talking about the potential claimant

14 list?

15 A Uh-huh, yes.

16 Q Anything else?

17 A I don't know if there's anything else. There

18 could be. I don't remember at the current time.

19 Q You say some time, probably in December of

20 2007, there's a bank statement of Eldorado from Nevada

21 State Bank that shows a million and a half?

22 A Yes.

23 Q Did that million and a half remain there?

24 A Eldorado Hills -- it remained in Eldorado

25 Hills' account.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 26

1 Q Until when?

2 A I don't remember. Some of it might have gone

3 into Eldorado Hills', like an interest-bearing account

4 as well.

5 Q You don't know about that? You say it may

6 have gone --

7 A Yes.

8 Q -- in an interest-bearing account?

9 A That was associated to Eldorado Hills.

10 Q Huh?

11 A Yes, into an interest-bearing account with

12 Eldorado Hills.

13 Q Like a money market account?

14 A I don't know what kind of interest bearing,

15 but --

16 Q When you got -- start over. Withdraw.

17 Do you know of any documentation besides the

18 bank statement you referred to and an agreement dated

19 October 31, 2008, the Purchase Agreement?

20 A You asked that already. I said no --

21 Q I'm asking you again.

22 A I said I don't remember.

23 Q You don't remember?

24 A Correct. I said the same answer before,

25 actually.

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 27

1 Q Where did the million -- was that a million

2 five we're talking about?

3 A Yes, sir.

4 Q Where did the million five come from?

5 A From Nanyah Vegas.

6 Q I beg your pardon?

7 A From Nanyah Vegas, Nanyah.

8 Q Was it cash?

9 A No.

10 Q What was it? Give me the form of media.

11 A I believe it was a wire.

12 Q A wire? A wire from where?

13 A From Nanyah Vegas.

14 Q From Israel? From Las Vegas? From Clark

15 County?

16 A I don't remember.

17 Q Did you see that wire?

18 A Literally?

19 Q Literally?

20 A No. Can't see a wire. It's electronic.

21 Q Did you see any evidence with respect to this

22 wire you're talking about?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: Of course.

25 / / / /

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 28

JA\_005075

1 BY MR. LIONEL:  
 2 Q I beg your pardon?  
 3 A Of course.  
 4 MR. LIONEL: Would you read my question back,  
 5 please?  
 6 (Record read)  
 7 THE WITNESS: The answer is: Of course I did.  
 8 BY MR. LIONEL:  
 9 Q What did you see?  
 10 A We already referred to it, the bank statement  
 11 from 2007. The money went into Eldorado Hills'  
 12 account, which I was a signer on.  
 13 Q The money came by wire; is that correct?  
 14 A I don't remember. You asked me, how did it  
 15 come? I believe it was by wire. You asked me if it  
 16 was cash. It definitely was not cash. So he either  
 17 sent a check, or he sent a wire.  
 18 Q But if it came by wire, you don't know where  
 19 the wire was sent from?  
 20 A Correct.  
 21 Q Where was it sent to?  
 22 A The 2007 Eldorado Hills, LLC, bank account  
 23 that was at Nevada State Bank, in Nevada.  
 24 Q The wire was sent to the bank? Is that what  
 25 you're saying?

1 A Yes.  
 2 Q So the money was wired from some place to  
 3 Nevada State Bank to the account of Eldorado?  
 4 A Correct.  
 5 Q Did you know about it at the time?  
 6 A Yes.  
 7 Q How did you know about it?  
 8 A I would speak with Yoav Harlap. And I was  
 9 expecting it.  
 10 Q You were expecting it?  
 11 A Correct.  
 12 Q Tell me what you talked to him about.  
 13 A Six and a half years ago, I can't tell you  
 14 exactly.  
 15 Q I appreciate that.  
 16 A But I would speak to him about the project;  
 17 what we were planning on doing; that the exchange --  
 18 interchange was going to be developed by NDOT; and that  
 19 we were raising money to market the property, partially  
 20 develop the property, and eventually sell the property;  
 21 and that's what his investment would go to. Oh -- and  
 22 we had a loan on the property that had to be serviced  
 23 as well which Go Global had been servicing for months  
 24 and months on its own, plus \$100,000 a month. So that  
 25 was part of the investment as well.

1 So we talked about the project; what the money  
 2 was going to go for; and what we planned on doing with  
 3 the project.  
 4 Q Did you instruct him to send the -- wire the  
 5 money to Nevada State Bank to the account of Eldorado  
 6 Hills?  
 7 A Yes, sir.  
 8 Q Were you notified when the money came in?  
 9 A Yes.  
 10 Q And that money went in the Eldorado account?  
 11 A Yes.  
 12 MR. McDONALD: Asked and answered.  
 13 THE WITNESS: Yes.  
 14 BY MR. LIONEL:  
 15 Q And then what happened to the money?  
 16 MR. McDONALD: I believe that's been asked and  
 17 answered as well.  
 18 THE WITNESS: Eldorado Hills benefited from  
 19 the money, and Eldorado Hills used the money.  
 20 BY MR. LIONEL:  
 21 Q That was not my question. My question is:  
 22 What happened to the million five?  
 23 A My answer is Eldorado Hills accepted the  
 24 money, and used the money.  
 25 Q Did the money remain in that account for any

1 period of time?  
 2 A I believe so.  
 3 Q How long?  
 4 A I don't remember.  
 5 Q More than a week?  
 6 A In that account, I don't remember.  
 7 Q Was that money withdrawn within a week?  
 8 A I don't remember.  
 9 Q Did you withdraw it?  
 10 A Did I withdraw it?  
 11 Q Yes.  
 12 A I don't remember.  
 13 Q You may have?  
 14 A I don't remember.  
 15 Q Do you deny that you did?  
 16 A Did I deny it?  
 17 Q Yes.  
 18 A No, I said I don't remember. That's not  
 19 denying. Correct? I said I don't remember. You just  
 20 put words in my mouth. I don't appreciate that.  
 21 Q I'm not trying to put words; and I don't think  
 22 I put words in your mouth.  
 23 A You just did.  
 24 Q I'm just trying to find out what happened to  
 25 the million and a half.

1 A Okay. Mr. Lionel, you just said that I denied  
2 it. And just before that I said I don't remember.  
3 Q I have a right to cross-examine and go  
4 further. And I think you've --  
5 A And I'm answering your question. The answer  
6 was, I do not remember.  
7 Q Then I'll ask you this question: Do you deny  
8 that you had that money put in a money market account?  
9 A I don't remember.  
10 Q Do you deny it?  
11 A No.  
12 Q Do you deny that on December -- that the day  
13 following the million and a half was wired into the  
14 Eldorado Hills account, you had that money transferred  
15 to the Eldorado money market account?  
16 A I don't remember what -- in what day that  
17 money was transferred. I have not looked at those bank  
18 statements. So, and I don't -- and I haven't looked at  
19 the accounting records in a long time.  
20 Q Do you still have the bank statement?  
21 A I believe so. I think they should have been  
22 produced in this litigation, too.  
23 Q I do, too.  
24 A Oh, okay.  
25 MR. LIONEL: Brandon?

1 MR. McDONALD: I'll look for them.  
2 BY MR. LIONEL:  
3 Q Would you have records of any transfer to this  
4 money market account?  
5 A I should.  
6 Q You should have those records?  
7 A I should, yes. So would Mr. Rogich, by the  
8 way.  
9 MR. LIONEL: Move to strike the last  
10 gratuitous statement.  
11 BY MR. LIONEL:  
12 Q Do you remember how much was transferred to  
13 that account?  
14 A No, sir.  
15 Q Could it have been \$1,450,000? Does it ring a  
16 bell?  
17 A It does not.  
18 Q Does not. What number do you remember?  
19 A I don't.  
20 Q You don't. Do you know about money being  
21 withdrawn from that money market account?  
22 A No.  
23 Q Was any of that money withdrawn and given  
24 to -- transferred to Go Global?  
25 A Yes.

1 Q How much?  
2 A I don't remember. A lot.  
3 Q Have you read the Answer and Counterclaim in  
4 this case?  
5 A I believe so.  
6 Q Do you remember the amount that it stated?  
7 A No. It was a while ago.  
8 Q About 1,420,000?  
9 A Okay.  
10 Q Does that make some sense?  
11 A It does.  
12 Q That money was transferred out of the money  
13 market account to Go Global?  
14 A I don't remember where it came from.  
15 Q You don't know where it came from?  
16 A I don't know if it was the money market  
17 account or the checking account. I really wouldn't do  
18 that myself, transfer money from the money market into  
19 checking. My assistant would do that.  
20 Q Who would do it?  
21 A My assistant usually would do that, based upon  
22 what she thought made sense.  
23 Q Would you instruct her?  
24 A Not necessarily.  
25 Q Did she take out 1,420,000 every day on her

1 own?  
2 A Well, no, taking out -- oh -- I was referring  
3 to the transfer to the money market account that was  
4 also owned by Eldorado Hills. So that would stay in  
5 Eldorado Hills, you know. If she thought that the  
6 money would be in Eldorado Hills for a while, might as  
7 well earn interest on it versus leaving it in checking  
8 where it didn't earn any interest.  
9 Q If I understand you correctly, what you're  
10 saying is a million and a half came into Eldorado Hills  
11 account by wire, and that your secretary on her own  
12 would have -- because she felt there was too much cash  
13 in the account -- could have transferred that money to  
14 the money market account of Eldorado?  
15 A Right.  
16 Q Did she do it on her own?  
17 A I said I don't remember. That would have been  
18 something that she would do, though.  
19 Q But do you remember whether or not you had any  
20 role in it?  
21 A I do not.  
22 Q Do you remember whether she asked you whether  
23 or not to transfer that money?  
24 A No, sir.  
25 Q So you don't know how -- what triggered the

1 transfer from the Eldorado account to its money market  
2 account?

3 A I think I know that what would have triggered,  
4 I've tried to explain that. Do you want me to try  
5 again?

6 Q Please.

7 A Her name was Summer. She was more than just a  
8 secretary. She actually ran all the books for all the  
9 investments. Okay. So she had a good handle on the  
10 expenses that would be upcoming, sometimes as well or  
11 better than I. She had a good handle on the money that  
12 was coming in. And she would speak with me on a  
13 regular basis. Her office was in my building. And so  
14 she was aware that if we had money that we were going  
15 to use for something that, down the road or not right  
16 away, to go ahead and put it in money market so that it  
17 would earn interest versus just leaving it in checking.  
18 So that type of philosophy, if you will, or corporate  
19 policy, or concept, was regular.

20 Go Global did many real estate transactions  
21 that she also managed, which you are also aware of. So  
22 that was kind of what we tried to do, just try to  
23 maximize interest. We were paying a lot of interest in  
24 loans. Sometimes we would try to make some interest on  
25 our end.

702-476-4500

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Page: 37

1 So that would be a trigger, in answer to your  
2 question.

3 Q Her name is Summer Rellmas, R-E-L-L-M-A-S?

4 A Yeah, and it's Rellmas. You spelled it  
5 perfectly, yes.

6 Q But I didn't pronounce it perfectly.

7 A It's tough. Yeah, Rellmas. It's a unique  
8 name.

9 Q I beg your pardon?

10 A It's a unique name.

11 Q All right. I think "Summer" is a great name.

12 A Me, too. I agree.

13 Q Falls under what I think the best name is  
14 "Nevada" for a woman. But "Summer" is pretty good,  
15 too, isn't it?

16 A Fair enough.

17 Q If I understand your testimony, you have no  
18 memory of having anything to do with the million and a  
19 half or any portion of that million and a half moving  
20 from the Eldorado account to its money market account?

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

22 THE WITNESS: To say no memory, you know, six  
23 and a half years ago to now, I'd say that I may have  
24 some memory. But that actual dollar amount that you  
25 quoted to me, I did not remember that dollar amount,

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 38

1 nor the date. It would have -- for such a large amount  
2 of money, the normal policy would have been to put it  
3 into an interest bearing type of account. So that does  
4 make sense to me.

5 BY MR. LIONEL:

6 Q But you have no memory of you being involved  
7 in a transfer of those funds?

8 A Oh, okay. I agree with that statement.

9 Q Why did that money go to Go Global?

10 A Go Global had advanced money to Eldorado Hills  
11 for many months to pay off the A&B Financial monthly  
12 payment which I mentioned earlier. It was a  
13 hundred-and-something-thousand dollars a month. At the  
14 time, Rogich and I were equal partners and we were  
15 supposed to put in money equally. He ran out of money  
16 and couldn't make the payments. So Go Global came up  
17 and said Go Global will loan the money to Eldorado  
18 Hills, LLC, up until a point where Eldorado Hills can  
19 afford to pay it back. And so I had been making  
20 payments. I'm not sure for how many months, but it was  
21 a lot of money. And Eldorado Hills owed Go Global that  
22 money back.

23 Q At the time this million and a half came in,  
24 the wired money, did Eldorado have any -- much funds in  
25 that account?

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 39

1 A Probably not.

2 Q Eldorado was very low on money at that point  
3 in time, wasn't it?

4 A Yeah. Go Global would fund Eldorado on a  
5 monthly basis to pay \$108,000 worth of interest.  
6 Eldorado would send the majority, if not all, of that  
7 money to the lender that had the loan on the property.

8 Q Well, let me --

9 A Sure.

10 Q Some time in December of 2007, a million and a  
11 half came into the Eldorado Hills account at Nevada  
12 State Bank, right?

13 A I believe so. I believe that's the right  
14 month.

15 Q Do you have any idea how much money,  
16 approximately how much money was in the account at the  
17 time the million and a half came in?

18 A I don't.

19 Q Would it have been a small amount, perhaps a  
20 few thousand dollars?

21 A I don't remember.

22 Q Do you have any records or documents which  
23 would show it? Would your bank statements show it?

24 A It would.

25 MR. LIONEL: Counsel, we need --

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 40

JA\_005078

1 MR. McDONALD: I'll look for them and get them  
2 to you.  
3 BY MR. LIONEL:  
4 Q At the time the money was taken out of that  
5 account and given to Go Global, were you involved in  
6 that transaction?  
7 A Yes.  
8 Q What did you do?  
9 A Paid Go Global back the money that it was owed  
10 by Eldorado Hills.  
11 Q What was the form of the payment?  
12 A Either a check or a transfer.  
13 Q If it was a check, would you have signed it?  
14 A Yes. If it was a check, I would have signed  
15 it.  
16 Q And if there was transfer, would you have  
17 signed some document authorizing that transaction?  
18 A Yes.  
19 Q You don't remember the amount?  
20 A I do not.  
21 Q Was it more than a million dollars?  
22 A I don't remember.  
23 Q Was it more than half a million?  
24 A I would say so, yes. I think it was more than  
25 a million, but I don't remember exactly.

1 Q Huh?  
2 A I don't remember exactly, but I believe it was  
3 more than a million.  
4 Q And that was money that had been advanced by  
5 Go Global?  
6 A Correct.  
7 Q All of it?  
8 A Correct.  
9 Q Did you talk to Mr. Rogich before this money  
10 was effectively repaid to Go Global?  
11 A Of course.  
12 Q And you told him you were going to do it?  
13 A Yes.  
14 Q Tell me about your conversation.  
15 MR. McDONALD: Sam, I've given you a lot of  
16 leeway with regards to the questioning. But I think  
17 this is a deposition for Nanyah Vegas, and he's here to  
18 testify on behalf of Nanyah Vegas. So to the extent  
19 the questions go beyond what's relevant to  
20 Nanyah Vegas, I'm going to object. So you can go  
21 ahead. I'll give you some leeway, but I think these  
22 questions go more towards Carlos as a member of either  
23 Eldorado Hills or a member of Go Global.  
24 MR. LIONEL: Not in my view. It's crucial  
25 testimony with respect to the million and a half.

1 MR. McDONALD: Okay. Go ahead. I'll give you  
2 some leeway, like I said.  
3 MR. LIONEL: I'll take it, but I'm going to  
4 continue.  
5 MR. McDONALD: But I think you're going beyond  
6 the scope of the time.  
7 MR. LIONEL: I don't. If you think, then do  
8 what you have to do. But I don't believe I am.  
9 BY MR. LIONEL:  
10 Q You say you had a conversation with Mr. Rogich  
11 with respect to taking this money out of the money  
12 market account and paying it to Go Global?  
13 A Multiple.  
14 Q Huh?  
15 A Multiple conversations.  
16 Q Tell me any -- I'll listen to whatever you  
17 want to tell me about. Tell me about the conversation.  
18 A Okay. You do realize that I actually had an  
19 office -- that we paid rent in Sig Rogich's address?  
20 Okay. So I'm letting you know that that was the case.  
21 So the conversations between Rogich and I were  
22 frequent, probably daily. Okay. So either I would be  
23 in the office or we would speak on the phone.  
24 At the time that the payments for the A&B  
25 Financial loan that had the loan against the Eldorado

1 Hills property were due, we would make payments  
2 together for, on behalf of Eldorado Hills, to make the  
3 monthly interest payments, right?  
4 Q You say "payments together." You and  
5 Mr. Rogich?  
6 A Right, well, through Eldorado Hills. We made  
7 sure that Eldorado Hills had enough money in it to fund  
8 the payments to the lender.  
9 Q Who made the payments?  
10 A Eldorado Hills.  
11 Q Who signed the checks, or whatever the form  
12 was?  
13 A I don't remember who signed the checks.  
14 Probably me, but I don't remember.  
15 Q Are those checks still maintained with the  
16 bank statements?  
17 A I think so.  
18 MR. LIONEL: Counsel?  
19 MR. McDONALD: Noted.  
20 THE WITNESS: Could have been wired.  
21 BY MR. LIONEL:  
22 Q Tell me about a conversation you had about the  
23 payment to Go Global in this instance.  
24 A Wait a minute. But I was still explaining the  
25 last one.

1 Q Sure.

2 A So we would make sure -- "we" being Mr. Rogich

3 and myself -- that Eldorado Hills would have enough

4 funding to make the payment to the lender. Correct?

5 We did that for about a year and a half. Okay. Then

6 at one point throughout that year and a half,

7 Mr. Rogich could no longer afford to fund Eldorado

8 Hills to make those payments. So Go Global did. So

9 Go Global was making those payments into Eldorado Hills

10 who would, in turn, make a payment to the lender.

11 That's the process of how we used the money in

12 Eldorado Hills to make the payments not only to the

13 bank, but for engineers, or any other kind of

14 professionals that we had working on the property.

15 So then I would speak with Mr. Rogich on a

16 regular basis. He was aware of what was going on with

17 the entity. He knew about offers that we had received

18 on the entity. He knew about what the plans for the

19 entity were. He knew that the entity, Eldorado Hills,

20 did not have enough money in it to just fund \$108,000 a

21 month every month.

22 So when I went to Mr. Rogich and said I'll

23 make these payments, but when we raise more money or

24 get the property refinanced, Go Global is going to get

25 paid back, he agreed to me making those payments into

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 45

1 Eldorado Hills, which enabled Eldorado Hills to keep

2 that loan current and funded and paid up.

3 So when that money came in, I had been working

4 on raising money from Nanyah and others for a long

5 period of time. It was already understood before the

6 check was written to Go Global, or the money was

7 transferred to Go Global, that Go Global was owed the

8 money by Eldorado Hills.

9 So Mr. Rogich was very aware that that money

10 was owed to Go Global, and that it had been owed for

11 quite some time. Mr. Rogich hadn't come up with any

12 more money himself to make the loan payments. So he

13 knew that Go Global needed to be reimbursed.

14 Q Let me ask --

15 A So he had many conversations with me

16 throughout the process and even after the process that

17 that money was going to Go Global.

18 Q You were effectively managing it, but you're

19 telling me that you told him about these advances?

20 A The advances that Go Global was making into

21 Eldorado Hills?

22 Q Yes.

23 A Absolutely.

24 Q But did you have a conversation with

25 Mr. Rogich with respect to this check, or whatever, or

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 46

1 this transfer of 1,420,000 to Go Global?

2 A Yes.

3 Q When was this conversation?

4 A It would have been in the month that that

5 money came in. So if that was -- if you're telling me

6 that that's December of 2007, it would have been in

7 December of 2007 or January of 2008.

8 Q I'm not telling you when it was. You're the

9 one that told me when it was.

10 A Okay.

11 Q Okay. Tell me about your conversation.

12 A By the way, let me correct that I didn't say

13 that it was December of 2007. I believe that it was in

14 2007. I don't have the bank statement. So I'm not

15 going to state unequivocally. We're talking just, you

16 know, more or less.

17 Q I accept that.

18 A Okay, okay. Making sure.

19 Q It's not my testimony here. It's yours.

20 A And it is mine. I want to make sure that it's

21 accurate.

22 Q I hope so. But I'd like that, too.

23 A Right.

24 Q Now, tell me a conversation you had about

25 writing -- you're not sure whether it was a check or

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 47

1 some other form of transfer, right, to Go Global?

2 A Correct.

3 Q Did you discuss that specific transfer, or

4 whatever form it was, with Mr. Rogich?

5 A Yes.

6 Q When?

7 A In the month that the money was transferred.

8 Q Where was this at?

9 A It would have been in Mr. Rogich's office --

10 Q What did you say and what did he say?

11 A -- which I had an office there as well, by the

12 way.

13 Q What did you say and what did he say?

14 A I don't remember the exact conversation, but

15 he knew that the money -- like I explained earlier

16 through that long monologue -- that he knew that the

17 money was owed to Go Global, and he knew that Go Global

18 was to be reimbursed when the money came into Eldorado

19 Hills, LLC. So he was aware that Go Global was going

20 to take back the money that it had advanced.

21 Q That's not a conversation, Carlos.

22 A No? Okay.

23 Q I want the conversation you had with him.

24 A But, again, it was six and a half years ago,

25 and there's no way I could come up with the

702-476-4500

OASIS REPORTING SERVICES, LLC

Page: 48

JA\_005080

1 word-for-word conversation. I had an office with him  
 2 in the same address. We would talk about the project.  
 3 He knew that Go Global had advanced the money to  
 4 Eldorado Hills, as I said before, and Go Global was  
 5 owed that money, and Go Global was going to be paid  
 6 that money back.  
 7 MR. McDONALD: If you don't recall the  
 8 conversation, you can just say that.  
 9 THE WITNESS: The exact conversation, no, I  
 10 don't recall the exact conversation.  
 11 BY MR. LIONEL:  
 12 Q I want your best recollection of the  
 13 conversation you had with him.  
 14 A The best recollection is already -- I already  
 15 stated into the record.  
 16 Q Did you tell him you were writing a check or  
 17 otherwise transferring \$1,420,000 to Go Global?  
 18 A Whether I would have said it was a check or  
 19 just a transfer, I don't remember.  
 20 Q I didn't ask you that. Let's forget -- the  
 21 money was transferred to Go Global --  
 22 A Okay.  
 23 Q -- your company?  
 24 A Okay.  
 25 Q Did you tell Mr. Rogich you were going to do

1 that?  
 2 A For the third time, yes.  
 3 Q And what did you tell him, for the third time?  
 4 A That Go Global was going to get paid back the  
 5 money that it was owed.  
 6 Q Did you tell him how much it was?  
 7 A Yes.  
 8 Q How much did you tell him?  
 9 A Whatever the amount was. I don't remember the  
 10 exact amount.  
 11 Q Your testimony is that you told Mr. Rogich  
 12 that you were going to write a check or otherwise  
 13 transfer \$1,420,000 to Go Global?  
 14 A That's what I would have told him, yes.  
 15 Q Did you tell him that?  
 16 A Yes.  
 17 Q What did he say?  
 18 A He said, "Okay." The money went. I mean,  
 19 he -- it stands to reason that a million four he would  
 20 know about went out of a company that he was 50 percent  
 21 managing member of. Right? So he would have said yes.  
 22 He never objected to it. He agreed to it, not only at  
 23 the time of the transfer, but prior to the transfer.  
 24 Q You told him you're going to transfer that,  
 25 and he said, "Okay"?

1 A Correct.  
 2 Q Is that correct?  
 3 A Correct.  
 4 Q Was anybody else around when this occurred?  
 5 A Sure.  
 6 Q Who?  
 7 A His CFO.  
 8 Q Who was that?  
 9 A Melissa Olivas.  
 10 Q She was there at the time, and she heard this?  
 11 A Oh, I don't know if she heard that  
 12 conversation, but she was very well aware of the  
 13 transactions that occurred in Eldorado Hills.  
 14 Q Was she present when you and Mr. Rogich had  
 15 this conversation?  
 16 A That specific conversation, I don't remember.  
 17 Q Was she frequently around when you spoke with  
 18 Mr. Rogich?  
 19 A Yes, sir.  
 20 Q Did you at one point have some kind of an  
 21 argument there where she accused you of taking this  
 22 \$1,420,000?  
 23 A Absolutely not.  
 24 Q This was a time that she was there, Mr. Rogich  
 25 was there, and she confronted you in the office and

1 said you took that \$1,420,000?  
 2 MR. McDONALD: Objection. Lacks foundation.  
 3 MR. LIONEL: I'm creating one.  
 4 THE WITNESS: Yeah, that's a fabricated story  
 5 that I don't recall at all, and my memory is pretty  
 6 good.  
 7 BY MR. LIONEL:  
 8 Q Even six and a half years ago?  
 9 A Pretty good.  
 10 Q What record is there of the 1,420,000 that you  
 11 transferred?  
 12 A There should be bank statements.  
 13 Q Anything else?  
 14 A I don't know. I don't think so.  
 15 Q Was there any kind of a general ledger, or  
 16 anything like that?  
 17 A Yeah, there should be QuickBooks entries that  
 18 was provided to Melissa Olivas.  
 19 Q Who maintained the QuickBooks?  
 20 A I believe Summer Rellmas would.  
 21 Q Huh?  
 22 A I believe Summer Rellmas would, or was.  
 23 Q She did that for you?  
 24 A Correct.  
 25 Q All these transactions we're discussing, the

1 money being wired would be shown there?

2 A Correct.

3 Q And the money going to money market account

4 would be shown?

5 A Should be, yes.

6 Q And the 1,420,000 would be shown?

7 A Yes, yes.

8 Q Did the QuickBooks indicate what the million

9 four -- strike that.

10 Would the QuickBooks show what the 1,420,000

11 was transferred for?

12 A It would, yes.

13 Q What did it show?

14 A Oh, I don't remember. I haven't seen the

15 QuickBooks. But we kept a pretty good accounting of

16 where the monies came from, and where they went to, and

17 the reason why. So QuickBooks allows you to put in a

18 category and what it's for. So we did a pretty decent

19 job of documenting that.

20 Q And it would have showed payments for advanced

21 monies?

22 A That's right.

23 Q You would have some records that would show

24 the amount of the advancement at that time was

25 1,420,000?

1 A Yes.

2 Q You're sure that the QuickBooks didn't show

3 that the 1,420,000 was for a consulting fee?

4 A I don't know what it would show in that

5 regard.

6 Q Would that surprise you?

7 A No.

8 Q Why wouldn't it surprise you?

9 A There was something that occurred with that.

10 I can't remember exactly why it would have been a

11 consulting fee, but I believe later it was changed back

12 to just a loan payment. Oh, I do remember why it was a

13 consulting fee. I do remember why we did that, now

14 that you bring it up.

15 Q Tell me.

16 A Yeah. So throughout the process in '07 and

17 '08, our goal was to get better financing for the

18 property. So we were working with other lenders.

19 Okay. And in order to -- and I had conversations with

20 Mr. Rogich and Melissa Olivas about it, but it was

21 never a confrontation or an accusation as you alluded

22 to.

23 So Go Global had been almost exclusively for

24 like two or three months working on refinancing of

25 that, of the property. And so in order to get the

1 refinancing on the property, Rogich and myself were

2 probably going to have to produce tax records, income,

3 financials, assets. And so we came in and started

4 putting the package together. And I told Melissa and

5 Sig, "Hey, our chances of getting a loan are going to

6 be much better if our financials look better, and it's

7 better that -- I haven't made any money over the last

8 year -- it's better that I take an income for this in

9 the meantime to at least try and get -- or, take a

10 consulting fee versus a loan payment so that we can get

11 better financials put forth to the banks, and that we

12 got a better chance of getting it refinanced."

13 It never transpired. We never got the

14 refinancing. So it didn't end up helping Eldorado

15 Hills or help us get the refinancing until that 2008

16 October situation occurred when Iliadis came in as an

17 investor.

18 Q So you wanted the record to show it was a

19 consulting fee --

20 A Correct.

21 Q -- and not an advance, right?

22 A Correct.

23 Q And you felt that that would be -- the finance

24 companies would like that better if it was a consulting

25 fee?

1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

7 A It would have been in Sig's office at Howard

8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the

12 money got there, the million five?

13 A It would have been right after.

14 Q That was before you wrote the check, or other

15 transfer?

16 A Correct.

17 Q So during the period of time after the money

18 came to the Eldorado account and went into this money

19 market account, it was during that period that you had

20 this conversation, and it was agreed that you would

21 take the 1,420,000 as a consulting fee?

22 A Correct.

23 MR. LIONEL: Maybe we ought to take a break.

24 THE WITNESS: Sure.

25 (Recess)



1 MR. LIONEL: Back on the record, please.  
 2 BY MR. LIONEL:  
 3 Q I think before you talked about that exhibit  
 4 for the potential claimants?  
 5 A Yes, sir.  
 6 Q And it showed a million and a half for Nanyah?  
 7 A Correct.  
 8 Q Did it say -- it said, "through Canamex,"  
 9 didn't it?  
 10 A I don't remember.  
 11 Q What's the relationship between Canamex and  
 12 Nanyah?  
 13 A Nothing really, I mean, other than the fact  
 14 that the idea in 2007 was to refinance the property and  
 15 then join our property with the Giroux property -- our  
 16 property being the Eldorado Hills property -- with the  
 17 Giroux property, and form Canamex Nevada, one greater  
 18 entity, and master plan it together. And Nanyah  
 19 expected that that would occur. That was the hope.  
 20 But it did not occur, because we all know what happened  
 21 after the fact, the economy, and we weren't able to get  
 22 refinancing. So Canamex really never got off of its  
 23 feet, so to speak. And so Nanyah never really had an  
 24 interest in Canamex, and nobody else did either, or it  
 wasn't worth anything.

1 Q In 2007, did Canamex have a bank account?  
 2 A I think so.  
 3 Q Where?  
 4 A It would have been at Nevada State Bank.  
 5 Q Did you have anything to do with that account?  
 6 A Sure. If it did have an account -- I seem to  
 7 remember it did -- I would have opened it.  
 8 Q I'll represent that exhibit, it says "through  
 9 Canamex" when it talks about Nanyah interest.  
 10 A Okay.  
 11 Q Do you know why it does?  
 12 A I'll try to explain it again, but only for the  
 13 same reason that I already tried to explain, is that  
 14 the intent of Eldorado Hills, LLC, in '07 was to become  
 15 a member in Canamex Nevada, and the intention was that  
 16 Canamex Nevada would be the greater entity that would  
 17 own Eldorado Hills. So at one point, it would have --  
 18 in 2007, when I was speaking about bringing in the  
 19 additional capital, being the \$1.5 million, and more --  
 20 we were trying to raise money for the entity, Sig  
 21 Rogich was as well -- the intention would have been to  
 22 invest it into Eldorado Hills that would then join  
 23 Canamex Nevada.  
 24 So it probably was put in through Canamex  
 Nevada, LLC, in the exhibit in order to differentiate

1 Nanyah to Eddyline, and differentiate Nanyah to Robert  
 2 Ray, and to Antonio that Nanyah came in much later than  
 3 Eddyline and Ray and Antonio and Go Global and Rogich.  
 4 Q And you say this million and a half was  
 5 supposed to be used in connection with putting the  
 6 properties together and exploiting the property?  
 7 A No. Again, I don't know how to better  
 8 describe it. Maybe English as my second language is  
 9 causing a problem here.  
 10 But the intention was that Eldorado Hills  
 11 would eventually become a member and put all of its  
 12 assets into Canamex Nevada. The Nanyah investment came  
 13 into Eldorado Hills, which then would have been moved  
 14 into the Canamex Nevada, LLC, entity that would have  
 15 owned the Eldorado Hills property and the Mike Giroux  
 16 property.  
 17 Q Is that when you told Harlap?  
 18 A That would -- yes, that would have been the  
 19 goal.  
 20 Q And that was why he was sending a million and  
 21 a half?  
 22 A No, no, that's not why. The 160-acre property  
 23 itself that was owned by Eldorado Hills, LLC, was  
 24 perceived to having value. So he was really going to  
 invest in Eldorado Hills, LLC. In order to increase

1 the value, in my opinion, would be to accomplish what's  
 2 called plottage and put properties together to form a  
 3 larger property that you can then plan in a more  
 4 organized and valuable fashion.  
 5 Q And what you're telling me is the million and  
 6 a half did not get into the Canamex account?  
 7 A I don't believe so. I don't believe that it  
 8 ever made it to the Canamex Nevada account.  
 9 Q No, it went directly in Nevada State Bank?  
 10 A Eldorado Hills' checking account at Nevada  
 11 State Bank, I believe so. But you seem to know certain  
 12 things that I don't, so I'm hesitant to answer certain  
 13 things because you seem to know the answer before I do.  
 14 But I don't believe it ever went into Canamex Nevada.  
 15 Q Well, you were on the Canamex account, weren't  
 16 you?  
 17 A Yes, sir.  
 18 Q Do you have the bank statements for it?  
 19 A Probably in the office, Summer Rellmas would  
 20 have collected them, yes.  
 21 MR. LIONEL: Can you get those, Counsel?  
 22 We've asked specifically for them effectively.  
 23 BY MR. LIONEL:  
 24 Q But I'm flattered when you say I know things  
 25 you don't know.

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1 A Well, yeah. You know some specifics, for  
2 sure. But I'm not trying to flatter you. I'm just  
3 stating the truth.

4 Q Why was a Nanyah investment beneficial to  
5 Eldorado?

6 A Eldorado Hills, if it didn't raise more  
7 money -- doesn't matter from Nanyah, or Sam Lionel, or  
8 John Doe -- was at risk of losing the property in a  
9 bank foreclosure because Eldorado Hills, LLC, had a  
10 lender that had the property as collateral. And if the  
11 loan would not be paid on a regular basis, they could  
12 foreclose.

13 Q That's why the million and a half was a  
14 benefit?

15 A Again, the million and a half, and then some.  
16 Later more money was brought into the entity as well.  
17 So any amount of money would have been a benefit in  
18 order to contend with the financing.

19 Q Let's stick to the million and a half.

20 A Yes. The answer -- the million and a half --  
21 but, again, any other money would have benefited  
22 Eldorado Hills, LLC, which we were trying to raise.

23 Q Let's stick to the million and a half. Was  
24 the million and a half a benefit to Eldorado?

25 A Yes. Sure.

1 Q For the reason that you gave?

2 A Correct. Yes, sir.

3 Q Are there any documents or anything that would  
4 show that this was a benefit and that Eldorado accepted  
5 it for that purpose?

6 A The bank statement.

7 Q Just the bank statement? That's it?

8 A That I can remember at this point in time,  
9 yes.

10 Q And the bank statement showed that they  
11 accepted it? Is that your point?

12 A Yes, sir.

13 Q It doesn't show what they were going to do  
14 with it, or anything like that?

15 A The bank statement wouldn't show that, no.

16 Q Tell me what efforts were made by Nanyah to  
17 obtain an interest in Eldorado Hills.

18 A Well, the investment of the \$1.5 million would  
19 be one. And then at that point, I believe and feel as  
20 if I had a close enough, good enough relationship, and  
21 still do, with the principal of Nanyah, that he  
22 basically left it up to me to be a steward of that  
23 capital and of the asset, had explained to him what the  
24 asset was. And he invests all over the world. He  
25 invests in the United States. And that was his first

1 venture in Nevada. And he said, "Carlos, you're just  
2 going to manage that for me." So he left it up to me.

3 Q What did you as steward do to get that  
4 interest?

5 A I was the manager of Eldorado Hills. I felt  
6 like I equally controlled Eldorado Hills along with Sig  
7 Rogich. So I just tried to do the best that I could  
8 with the project at hand, marketing it, developing it,  
9 refinancing it, and capitalizing it.

10 Q But this is a lawsuit to get that interest,  
11 right, for Nanyah?

12 MR. McDONALD: Object to the extent it calls  
13 for a legal conclusion.

14 BY MR. LIONEL:

15 Q Is that correct?

16 A I think that's part of the lawsuit, in my  
17 opinion, yes.

18 Q He's been trying to get it since he put the  
19 money in, right?

20 MR. McDONALD: Same objection.

21 THE WITNESS: Listen, I would not -- I see --  
22 I understand your question, and why you would ask it.  
23 I don't think it was a concern, though, in 2007, and  
24 even in 2008, about him obtaining an interest. I mean,  
25 the money was sent. It was a confidence thing. The

1 money benefited the company. The company benefited  
2 from his money. And it was just trusted that the right  
3 thing would be done with his capital.

4 I mean, the fact of the matter is \$1,500,000  
5 was invested. Eldorado Hills did use that capital.

6 Okay. I advanced -- Go Global advanced it to Eldorado  
7 Hills, and Eldorado Hills owed that money to Go Global.

8 So there wasn't really an effort or, like you're  
9 describing it, to go try to get the interest. We  
10 accepted that the interest was given at the time.

11 BY MR. LIONEL:

12 Q Have I got the right lawsuit?

13 A There was a million and a half invested in  
14 Eldorado Hills, LLC, so I think you do have the right  
15 lawsuit, yes.

16 Q Thank you.

17 A Yes. You're welcome.

18 Q Now, were you involved with the tax returns of  
19 Eldorado?

20 A Sure, yes. Involved, yes.

21 Q You were the tax matter partner?

22 A I think so.

23 Q In 2007?

24 A Yes.

25 Q 2008?

1 A No, I don't think so, no.  
2 Q In 2007. In 2007, Mr. Ray was shown as being  
3 an investor, as having an interest in Eldorado, right?  
4 A Correct.  
5 Q And also in subsequent years; isn't that  
6 correct?  
7 A I believe so, yes.  
8 Q Was Nanyah ever shown as having an interest in  
9 it, in Eldorado?  
10 A You may know better than I. But not that I  
11 know of.  
12 Q As a matter of fact, in 2007 when you were tax  
13 matters partner, and Mr. Ray's interest was shown,  
14 nothing was shown there for Nanyah's interest, right?  
15 A Yes.  
16 Q And you, as tax matters partner, could have  
17 provided that, right?  
18 A Could have, yes.  
19 Q And you've seen the Complaint here and the  
20 Amended Complaint, correct?  
21 A Yes.  
22 Q You approved them?  
23 A Approved?  
24 Q Both of them?  
25 A How do I approve a Complaint? Oh, oh, mine --

1 yes, I do approve them.  
2 Q And authorized their filing?  
3 A Yes.  
4 MR. LIONEL: Why don't we take a five-minute  
5 break? I may be through.  
6 (Recess)  
7 MR. LIONEL: I have no further questions.  
8 MR. McDONALD: I just have one quick question.  
9 EXAMINATION  
10 BY MR. McDONALD:  
11 Q As you testified earlier, in late 2008,  
12 Mr. Rogich agreed to purchase your interest in Eldorado  
13 Hills, correct?  
14 A Yes, sir.  
15 Q There was a Purchase Agreement that was  
16 executed?  
17 A Yes.  
18 Q Is it your understanding that the Purchase  
19 Agreement, when it was executed, Mr. Rogich was  
20 agreeing to indemnify you for any claims related to  
21 Nanyah Vegas?  
22 MR. LIONEL: Objection.  
23 BY MR. McDONALD:  
24 Q You can answer.  
25 A That was my -- that is my understanding.

1 MR. McDONALD: Okay. I don't have any other  
2 questions.  
3 MR. LIONEL: That's it.  
4 (Thereupon, the deposition concluded at 10:48 a.m.)  
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1 CERTIFICATE OF WITNESS  
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18 \* \* \* \* \*  
19 I, CARLOS A. HUERTA, witness herein, do  
20 hereby certify and declare under penalty of perjury the  
21 within and foregoing transcription to be my deposition  
in said action; that I have read, corrected and do  
hereby affix my signature to said deposition.  
22  
23  
24 CARLOS A. HUERTA DATE  
25

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## 1 CERTIFICATE OF REPORTER

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

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

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

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

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

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

\_\_\_\_\_  
MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

# EXHIBIT F

**In the Matter Of:**

A-16-746239-C

NANYAH VEGAS

vs

TELD, et al.

**YOAV HARLAP**

*October 11, 2017*



702-805-4800

scheduling@envision.legal

**CERTIFIED COPY**

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

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Harlap, Yoav

October 11, 2017

Page 2

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

**APPEARANCES:**

**For the Plaintiff:**

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msimons@rssblaw.com

**Also Present:**

MELISSA OLIVAS

\* \* \* \* \*

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Harlap, Yoav

October 11, 2017

Page 3

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

1 Q. Yes.  
 2 A. Exhibit 2?  
 3 Q. Yes.  
 4 A. I'm familiar with this one.  
 5 Q. But you're not familiar with three or  
 6 four?  
 7 A. I'm not sure.  
 8 Q. Does Exhibit 2 have anything to do with  
 9 your claim in this case?  
 10 A. Absolutely.  
 11 Q. What does it have to do?  
 12 MR. SIMONS: Objection to the extent it  
 13 calls for a legal conclusion.  
 14 BY MR. LIONEL:  
 15 Q. Your understanding.  
 16 MR. SIMONS: Again, I get to make  
 17 objections for the record. Just to keep it clear  
 18 what you're obligated to ask for or answer and then  
 19 we can deal with it later. But unless I instruct you  
 20 not to answer, you're still to answer the question.  
 21 Does that make sense?  
 22 THE WITNESS: So I am to answer the  
 23 question?  
 24 MR. SIMONS: Right. But sometimes I will  
 25 interject and makes objections.

1 THE WITNESS: Okay.  
 2 MR. SIMONS: What was the question again?  
 3 (Whereupon, the following question was  
 4 read back by the court reporter:  
 5 Question: "What does it have to do"?)  
 6 MR. SIMONS: Same objection. Go ahead.  
 7 THE WITNESS: To the best of my  
 8 understanding, according to Exhibit 2, it is clearly  
 9 showing that when Sig Rogich sold his rights in  
 10 Eldorado Hills, he -- sorry. Hold on. Sorry.  
 11 BY MR. LIONEL:  
 12 Q. I don't want you to read from there. I  
 13 want your recollection, please.  
 14 A. That when Carlos left Eldorado Hills and  
 15 sold his part, whatever it is, his part, to Sig  
 16 Rogich Foundation, or whatever it's called, the  
 17 foundation took upon itself the commitment and  
 18 acknowledged the fact that Nanyah Vegas had a claim  
 19 for 1.5 million in equity of Eldorado Hills, and  
 20 there is an annex or a -- what do you call it --  
 21 appendix, Exhibit -- no Exhibit --  
 22 Q. Exhibit A?  
 23 A. Exhibit A. Exhibit A that shows clearly  
 24 the 1.5 million as a potential claimant.  
 25 Q. And that's the basis for your claim?

1 MR. SIMONS: Objection. That's not what  
 2 he said.  
 3 THE WITNESS: The basis for my claim are  
 4 established by my legal counsel based on the fact  
 5 that I could provide or that he could find in  
 6 regarding to this case. I am no lawyer. So I would  
 7 not know what is the basis of my rights, except the  
 8 fact that I know that I invested in Eldorado Hills  
 9 \$1.5 million. That at some point Carlos, with whom I  
 10 initially invested, left the company for whatever  
 11 reasons and made sure that my rights remained.  
 12 BY MR. LIONEL:  
 13 Q. Who made sure?  
 14 A. Carlos.  
 15 Q. What did he tell you?  
 16 A. I don't recall what he told me. I think  
 17 that this document shows, maybe there are other  
 18 documents that also show, my rights to the  
 19 \$1.5 million as a potential claimant for Eldorado  
 20 Hills.  
 21 Q. You have read the purchase agreement,  
 22 haven't you?  
 23 A. This one?  
 24 Q. Yes.  
 25 A. I have.

1 Q. A number of times?  
 2 A. I don't know. It could have been just  
 3 once. It could have been a couple. I don't know.  
 4 Q. You don't know whether your claims are  
 5 based upon that purchase agreement?  
 6 MR. SIMONS: He just answered that he said  
 7 it's absolutely, Counsel, and now you're trying to be  
 8 argumentative.  
 9 BY MR. LIONEL:  
 10 Q. Answer, please.  
 11 A. As I told you, the basis of my claims are  
 12 established by my legal counsel. It's up to him to  
 13 tell me whether I have rights or I don't have rights  
 14 based on the paperwork that I could supply or that he  
 15 could get.  
 16 Q. I want your understanding. I don't  
 17 care -- I'm not referring to what your counsel tells  
 18 you.  
 19 Is it your understanding that that  
 20 agreement affords you rights with respect to your  
 21 claim?  
 22 A. You're relating, again, to an agreement,  
 23 and I'm not going to answer you in regarding to the  
 24 agreement whether it's establishing my rights. But  
 25 my rights are established, to the best of my

1 understanding, based on the position of my attorney.  
 2 Q. And that's it?  
 3 A. That together with all the paperwork that  
 4 supports it, I assume.  
 5 Q. But you're relying on the basis of what  
 6 your attorney has told you?  
 7 A. On the one hand, on that. On the other  
 8 hand, on the fact that I know that I have paid one  
 9 and a half million dollars into Eldorado Hills and  
 10 that, to the best of my understanding, at some point  
 11 somebody took the liberty, Sig Rogich took the  
 12 liberty to supposedly sell his parts there and mine  
 13 too, in a way, without me getting any money for it.  
 14 Q. Please explain "mine too."  
 15 A. My rights in Eldorado Hills, the one and a  
 16 half million dollar potential claims of rights in  
 17 Eldorado Hills.  
 18 Q. How do you know he sold them?  
 19 A. Because, to my understanding, or to what  
 20 Carlos told me at some point or the paperwork that I  
 21 have seen, I do not know which ones, I understood  
 22 that there was a deal between Sig Rogich and this  
 23 Greek named guy, Eliades, who held, I believe, these  
 24 companies and another one, Flangas, in which he sold  
 25 the rights. I don't even remember in what portions

1 or whatever. Sold, loan, something like that.  
 2 Q. And that's based upon what Carlos told  
 3 you?  
 4 A. No. There were some -- I assume -- and as  
 5 far as I -- I assumed there was paperwork that  
 6 related to that that my attorney has seen, and based  
 7 upon them, he suggested that my rights are there.  
 8 Q. That's the extent of your knowledge with  
 9 respect to the basis for your claim?  
 10 A. Repeat that.  
 11 MR. LIONEL: Miss Reporter.  
 12 (Whereupon, the following question was  
 13 read back by the court reporter:  
 14 Question: "That's the extent of your  
 15 knowledge with respect to the basis for  
 16 your claim?"  
 17 THE WITNESS: Pretty much.  
 18 BY MR. LIONEL:  
 19 Q. Do you know Mr. Sig Rogich?  
 20 A. I've met him once in your office.  
 21 Q. Did you talk with him?  
 22 A. Only in front of you. Not before and not  
 23 after, unless you came into the room a couple of  
 24 minutes later, but that's it.  
 25 Q. Did you ever have any business dealings

1 with him?  
 2 A. Never.  
 3 Q. Any contracts with him?  
 4 A. Any?  
 5 Q. Yes.  
 6 A. Me personally?  
 7 Q. You personally?  
 8 A. Only through --  
 9 Q. You or Nanyah?  
 10 A. Nanyah Vegas -- only as far as the  
 11 paperwork relating to this case. Nothing but that.  
 12 Q. Are you referring to Exhibit 2?  
 13 A. Among other things, at least to Exhibit 2.  
 14 Q. What other things?  
 15 A. I don't know. As much as other paperwork  
 16 relating to these deals exist, I'm also relating to  
 17 them.  
 18 Q. Do you know the Rogich Trust?  
 19 A. I heard the name or I came across it in  
 20 one of the papers.  
 21 Q. That's the extent of it?  
 22 A. Yes.  
 23 Q. How about Eldorado Hills?  
 24 A. Same.  
 25 Q. You never had any dealings with it?

1 A. Not except what is written here.  
 2 Q. What is written in Exhibit 2?  
 3 A. And the money transfer that I did.  
 4 Q. And the money transfer to Eldorado Hills?  
 5 A. The money transfer that I did initially  
 6 for the investment in Eldorado Hills.  
 7 Q. When did you transfer the money?  
 8 A. I don't remember.  
 9 MR. SIMONS: Asked and answered.  
 10 MR. LIONEL: Did he say before he didn't  
 11 remember?  
 12 MR. SIMONS: No, he said in 2007.  
 13 THE WITNESS: Yeah, '7. Around there but  
 14 I cannot tell you the date. Could be '6, could be  
 15 '8. I don't know.  
 16 BY MR. LIONEL:  
 17 Q. Do you know Teld?  
 18 A. I heard the name.  
 19 Q. That's the extent of it?  
 20 A. Yes.  
 21 Q. No dealings with Teld that you know of?  
 22 A. Except what --  
 23 Q. You mean there may be some papers, are you  
 24 saying?  
 25 A. The papers that are around here. Other

1 than that, not that I know of.  
2 Q. You're talking about Exhibit 3?  
3 A. Maybe. Maybe other exhibits, too.  
4 Q. Do you know the Flangas Trust?  
5 A. The same.  
6 Q. When you say "the same," you really had no  
7 dealings with it?  
8 A. Personally, I had no dealings with it  
9 beyond the fact that they, to my understanding,  
10 purchased some rights in Eldorado Hills to which I am  
11 a potential claimant to.  
12 Q. What are you a claimant of?  
13 A. To 1.5 million worth of ownership in  
14 Eldorado Hills.  
15 Q. What's that got to do with Teld?  
16 A. Well, Teld, to my understanding, is a  
17 company that bought, at a later stage, some of the  
18 rights to Eldorado Hills.  
19 Q. That's the extent of what you know about  
20 Teld?  
21 A. Yes.  
22 Q. Do you know Mr. Eliades, Pete Eliades?  
23 A. Personally not.  
24 MR. LIONEL: Do you know how to spell  
25 that?

1 THE COURT REPORTER: Yes.  
2 BY MR. LIONEL:  
3 Q. Do you know anything about Imitations,  
4 LLC?  
5 A. No.  
6 Q. Did you ever hear that name before?  
7 A. Not that I recall.  
8 Q. Do you know the woman sitting at my right  
9 hand, Melissa Olivas?  
10 A. By the looks of her, I might want to.  
11 Q. I agree with that. But answer the  
12 question.  
13 A. Other than that, no.  
14 Q. Do you know Mr. Brandon McDonald?  
15 A. No.  
16 Q. Did you ever hear that name before?  
17 A. I don't recall hearing the name.  
18 Q. How about Summer Rellmas, R-E-L-L-M-A-S?  
19 A. I don't know.  
20 Q. You don't know that name?  
21 A. I don't recall hearing the name. I may  
22 have but I don't recall.  
23 Q. Do you know what an interrogatory is in a  
24 lawsuit?  
25 A. Not precisely, no.

1 Q. How about imprecisely?  
2 A. Questioning.  
3 Q. It's questioning. Did you ever answer  
4 interrogatories?  
5 A. You mean other than in this case?  
6 Q. In this case.  
7 A. In this case?  
8 Q. Yes.  
9 A. Yes. As far as I recall, there were  
10 questions that were sent to me and I had to answer.  
11 Q. Did you ever answer interrogatories in  
12 another case?  
13 A. No. I mean, not that I recall. There  
14 were proceedings, initial proceedings at some point  
15 that were rejected by court, and then we appealed.  
16 So maybe there was something in this respect, but I  
17 don't know if there were interrogatories or not or  
18 what it was or to what extent I then gave any  
19 information. I do not recall.  
20 MR. LIONEL: Would you mark this.  
21 (Exhibit Number 5 was marked.)  
22 BY MR. LIONEL:  
23 Q. Mr. Harlap, do you now have Exhibit 4 in  
24 front of you?  
25 A. I have Exhibit 5 in front of me.

1 MR. LIONEL: Is it five?  
2 THE COURT REPORTER: Yes.  
3 BY MR. LIONEL:  
4 Q. I'm sorry. That's Nanyah Vegas, LLC's  
5 First Amended Answers to Defendants' First Set of  
6 Interrogatories; is that correct?  
7 A. Apparently.  
8 Q. Are you familiar with them?  
9 A. I think that I have gone through them,  
10 yes. As far as I recall, I have gone through them.  
11 Not in paper, on the -- on the computer.  
12 Q. On the computer.  
13 You said that you were sent  
14 interrogatories; is that correct?  
15 A. Yes.  
16 Q. On the computer?  
17 A. I think so, yeah. I think it was a hefty  
18 file. It could have been this one.  
19 Q. Did you first receive interrogatories --  
20 strike that.  
21 That has interrogatories and answers; is  
22 that correct?  
23 A. Yes, I think so.  
24 Q. Go ahead and look at it.  
25 A. Yes, they are Answers to Interrogatories.

1 Q. Did you first receive a set of  
2 interrogatories?

3 A. I think so. I don't recall. Because I  
4 was asked to answer questions, I answered questions  
5 as far as I recall, but whether it's this one or  
6 there was -- I think there was an initial set and  
7 then there was another set which was much bigger.

8 Q. And did you answer the interrogatories?

9 A. As far as I recall, yes.

10 Q. You received interrogatories which are  
11 questions, correct?

12 A. Correct.

13 Q. And did you answer them?

14 A. To the best of my understanding, I have.

15 Q. Tell me what you did.

16 A. I read through the questions. As far as I  
17 recall, I read through the questions --

18 Q. Want to change chairs?

19 A. No, it's okay.

20 Q. I don't want you falling down in my  
21 office.

22 A. No. No. It's okay.

23 As far as I recall, I read the questions,  
24 and I answered them. That's as much as I recall.

25 Q. Did you answer them on the computer?

1 A. Yeah. I haven't -- I have done nothing in  
2 writing. That's for sure. In handwriting, I've done  
3 nothing.

4 Q. So you received the questions on the  
5 computer, the interrogatories?

6 A. I think so. I'm not sure. I think so,  
7 yeah. Yeah, I think so.

8 Q. Why do you say "I think so"?

9 A. Because I'm not 100 percent sure, so I  
10 just think so. Because I do not recall something  
11 else, but I do not recall that in particular as well.

12 Q. It came to you on the computer?

13 A. Most probably.

14 Q. Could they have come to you in print?

15 A. I don't --

16 Q. In type?

17 A. Theoretically, it could have been FedExed  
18 to me. But you know how much information I'm getting  
19 and paperwork in my office every day, you know, from  
20 dealings that I have throughout the world? I do not  
21 recall that or the other paper, whether it was on the  
22 computer or whether it was in a FedEx package or  
23 whatever.

24 Q. And you answered the questions?

25 A. To the best of my recollection.

1 Q. On the computer or in longhand or with a  
2 typewriter?

3 A. I did not type, I mean, on the typewriter.  
4 And I -- for sure I did not do anything in  
5 handwriting.

6 Q. You don't know how you answered them?

7 A. I don't remember. But probably -- if I  
8 answered, I probably typed on the computer, answered  
9 the questions that my attorney asked or things like  
10 that.

11 Q. And you answered all the questions?

12 A. As far as I recall. I do not recall my  
13 lawyer telling me that he's missing an answer.

14 Q. As far as you recall you answered all the  
15 interrogatories?

16 A. As I told you, as far as I recall, my  
17 lawyer never told me that he's missing an answer from  
18 me.

19 Q. And where did the information come from so  
20 that you could answer these questions?

21 A. The ones I could answer from my memory, I  
22 answered from my memory.

23 Q. How about those you didn't have a memory  
24 of?

25 A. So I probably told my lawyer I do not have

1 a memory.

2 Q. I thought you answered all the questions?

3 A. As far as I could, I did answer all the  
4 questions.

5 Q. Did you have anything to look at to help  
6 you answer the questions?

7 A. If I had, it was paperwork that was  
8 resubmitted to me with the questions in the email  
9 from my attorney.

10 Q. Did you have the --

11 A. I don't recall having -- going to a file,  
12 taking out papers and looking at them in order to  
13 answer.

14 Q. You don't remember getting anything to  
15 help you answer?

16 MR. SIMONS: That's not what he said.  
17 That mischaracterizes his testimony. He's already  
18 said he got documents from the attorney.

19 MR. LIONEL: Would you read back the  
20 answer, Miss Reporter?

21 MR. SIMONS: Which one? He said it three  
22 times so far.

23 MR. LIONEL: Four is lucky.

24 MR. SIMONS: Well, four will be the last  
25 one.

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

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

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

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



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

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

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

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

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

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

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

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

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

9 Q. You know what a Kl is?

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

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

15 A. I don't know.

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

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

23 Q. Do you sign the Kls?

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

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

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

8 Q. What is your business?

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

11 Q. Is the name of the company Colmobil?

12 A. Yes.

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

15 A. Pretty much since I was born.

16 Q. It's a family business?

17 A. Correct.

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

20 A. I have other investments, yes.

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

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

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

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

5 A. Of which investment?

6 Q. This investment in Nanyah.

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

9 THE WITNESS: In Nanyah?

10 BY MR. LIONEL:

11 Q. Yes.

12 A. Or in Eldorado Hills?

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

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

17 Q. What paperwork was submitted to court?

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

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

22 A. What?

23 Q. What records you have of the investment.

24 A. I don't know.

25 Q. You don't know?

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

5 Q. The money was transferred to who?

6 A. To Eldorado Hills.

7 Q. Eldorado.

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

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

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

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

16 Q. You don't think so?

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

18 Q. Is it possible you have some records?

19 A. Everything is possible.

20 Q. Hmm?

21 A. Everything is possible theoretically.

22 Q. I accept that.

How often do you travel to Las Vegas?

24 A. It's very seldom.

25 Q. Did you travel here when your daughter was

1 in school?

2 A. I traveled when my daughter was in school

3 in order to meet you.

4 Q. That one time?

5 A. Exactly.

6 Q. Where did she go to school?

7 A. In New York.

8 Q. And that was the last time you were in Las

9 Vegas?

10 A. Correct.

11 Q. When did you arrive?

12 A. Pardon?

13 Q. When did you arrive this time?

14 A. Yesterday.

15 Q. Do you consider yourself a sophisticated

16 investor?

17 A. Sophisticated enough, I guess, but I know

18 that there are many things that I don't know.

19 Q. Are there other investors in Nanyah --

20 A. No.

21 Q. -- besides you?

22 A. No.

23 Q. It's all your own investment?

24 A. It's my own, yes.

25 Q. You don't know what an operating agreement

1 is?

2 A. No.

3 Q. It's like a constitution for an

4 organization --

5 A. Oh.

6 Q. -- the bylaws and so forth.

7 A. Bylaws of the company. Yeah, I know what

8 are bylaws.

9 Q. That's bylaws. But there's also what is

10 known as an operating agreement. Do you have any

11 recollection that there is an operating agreement --

12 A. No.

13 Q. -- for Nanyah?

14 A. There may be. There may be not. I don't

15 know if I was -- if I legally had to do such

16 paperwork and it was brought to my attention, then

17 probably there is. If I was not, then no. Other

18 than that, I do not recollect.

19 Q. Do you use email?

20 A. Yes.

21 Q. Do you text?

22 A. I text, yeah. I text also.

23 Q. I may have asked this before, but I want a

24 clear answer. Did you get emails from Carlos Huerta?

25 A. Over the years, I got a few emails from

1 Carlos Huerta, I guess.

2 Q. And where are those emails?

3 A. Probably, if they exist, as far as they

4 exist, they would be in the Nanyah Vegas folder on my

5 computer, or if they were just things that I thought

6 that were not of any relevance, I would probably just

7 erase them.

8 Q. But the other ones would be on the

9 computer?

10 A. If there are any, they would be there.

11 Q. Now, you said you saw him in Israel; is

12 that correct?

13 A. I saw him in Israel when he came to pitch

14 the deal.

15 Q. That was in 2007?

16 A. Around.

17 Q. Do you remember when in 2007?

18 A. I cannot even confirm it was 2007 not 2006

19 or 2008. I don't remember. I also saw him later in

20 some wedding of our mutual friend.

21 Q. Who introduced you to Carlos, Jacob?

22 A. Jacob Feingold, yes.

23 MR. LIONEL: Do you know Jacob?

24 MS. OLIVAS: Yes.

25 THE WITNESS: And if she knows, she does

1 not forget.

2 BY MR. LIONEL:

3 Q. Where did he do the pitching? Was that

4 your home?

5 A. Yes, if I remember correctly.

6 Q. Who else was there at the time?

7 A. Jacob and him, as far as I remember.

8 Q. That's Jacob Feingold?

9 A. Correct.

10 Q. And what did Carlos tell you at the time?

11 Who else -- what did he tell you?

12 MR. SIMONS: Asked and answered.

13 THE WITNESS: Mr. Lionel, this was so many

14 years ago that if you really want me to be able to

15 tell you exactly what he told me, it would be

16 unserious of me to attempt to answer. Basically, he

17 pitched a deal, a real estate deal, close to Las

18 Vegas. I remember it was supposed to be logistic --

19 for logistic purposes in the future, a road, highway

20 would cross it or there would be a junction, et

21 cetera. This was when they still thought of Canamex

22 and Eldorado Hills as two adjacent plots, as far as I

23 recall.

24 BY MR. LIONEL:

25 Q. Give me the rest of the pitch that you

1 recall.

2 A. That's what I recall.

3 Q. Nothing else?

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

5 partners in that deal with supposedly a reputable

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

7 figure in Las Vegas, with whom they have done

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

9 that's about it.

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

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

12 Q. And he made a lot of money?

13 A. Sig Rogich apparently made a -- through

14 him.

15 Q. How about Jacob?

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

17 he did.

18 Q. Did he tell you he did?

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

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

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

22 know.

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

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

25 remembered anything, I would have told you.

1 Q. Don't remember anymore?

2 A. No. This was many years ago.

3 Q. I understand that.

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

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

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

7 make my investment based on specifics of the deal in

8 terms of analyzing paperwork, in terms of sending

9 surveyors myself, in terms of seeking external --

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

11 not based on that.

12 Q. What was it based on?

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

14 years very close relationship with Jacob Feingold and

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

16 close friends to me. Of knowing Jacob through bad

17 times and good times and knowing that Jacob's

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

19 Huerta, whom was very highly considered by Jacob and

20 his family as a religiously honest guy with whom they

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

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

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

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

25 But from my personal, friendly

1 relationship with the Feingold family, I knew that

2 they had this partner in Las Vegas whom they thought

3 very highly of and had an extremely good experience

4 with, and that he was considered by them as

5 religiously honest to the extreme.

6 From my couple of meetings with him, I got

7 the same -- the same impression.

8 Q. With a couple meetings?

9 A. Yes.

10 Q. How many?

11 A. A couple.

12 Q. All at your home?

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

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

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

16 recollection. Perhaps another once or twice there.

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

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

19 A. Yeah.

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

21 pitch?

22 A. As far as I remember, yes.

23 Q. What did he tell you?

24 A. There was an adjacent property to a

25 property that was the Eldorado Hills, which they by

1 then already either bought or were in the process of

2 buying, and obviously they needed more investors in

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

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

5 would join the Eldorado Hills investment, which I

6 did.

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

8 to put in?

9 A. At some point I told them.

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

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

12 probably, knowing myself, probably not. But maybe

13 there was a minimum. Maybe they gave me expectations

14 or something or maybe I gave them the understanding

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

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

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

18 you any documents --

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

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

21 showed them to me.

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

23 A. Yeah.

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

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

1 happened.  
2 A. What is exactly the question?  
3 Q. You made a determination to invest. You  
4 don't remember whether it was at the time of the  
5 pitch or not. Did you tell Carlos that you were  
6 going to invest?  
7 A. At some point I guess I did either tell  
8 him directly or tell Jacob who told him.  
9 Q. You're not sure which?  
10 A. No.  
11 Q. But it could have been direct?  
12 A. Could have been direct.  
13 Q. In writing? On a computer? By email?  
14 A. I don't think so. Not at that time. I  
15 don't think that I had email exchange -- I don't  
16 remember. I don't want to say what I don't remember.  
17 I don't remember.  
18 Q. But that was in 2007?  
19 A. Around that time, yeah.  
20 Q. Around that time could be 2006, 2008, but  
21 you don't remember?  
22 A. I don't remember the dates, no.  
23 Q. You don't remember the years?  
24 A. Apparently I don't even remember the  
25 years.

1 Q. Is there any writing with respect to that  
2 investment?  
3 A. I think you've asked that, and I've  
4 answered it in so many ways already.  
5 Q. Try me again.  
6 MR. SIMONS: In addition to what he's  
7 already testified to that he's put in the record?  
8 MR. LIONEL: Yes.  
9 THE WITNESS: Not as far as I remember.  
10 BY MR. LIONEL:  
11 Q. No documentation?  
12 MR. SIMONS: He's already answered.  
13 You're asking for anything else he recalls. He's  
14 answered that question three times.  
15 BY MR. LIONEL:  
16 Q. No documentation that you know of?  
17 A. Not as far as what I remember beyond what  
18 has already been submitted.  
19 Q. You told me that the accountants had some  
20 records of the money or something like that?  
21 A. I assume that in my accounting records --  
22 Q. You're assuming?  
23 A. I am assuming that in my accounting  
24 records there must be proof of the transfer of the  
25 money, yes.

1 Q. But as far as you know of your own  
2 records, back in Israel, there is nothing with  
3 respect to the investment in Eldorado?  
4 A. That's as far as I remember.  
5 Q. It's all in your head?  
6 A. Yeah. And apparently not enough of it  
7 because then I could answer your questions better.  
8 Q. Do you know what kind of entity Eldorado  
9 Hills is?  
10 A. If I remember correctly, it's an LLC.  
11 Q. It's an LLC?  
12 A. I think so.  
13 Q. Did you ever see its property?  
14 A. No.  
15 Q. Did you ever see its offices?  
16 A. No.  
17 Q. Did you ever see anybody who was employed  
18 by that company except Carlos originally?  
19 A. And I saw Sig Rogich. I don't know if he  
20 was employed or not, but I saw him in your office.  
21 Q. And that's it?  
22 A. That's it.  
23 Q. But you didn't talk with him, did you?  
24 A. At that point in time, he talked a little  
25 bit about the election because it was a hot topic,

1 and maybe some -- something about Israel he said or  
2 something like that.  
3 Q. Did you ever see anything with respect to  
4 Eldorado Hills? Any kind of a document or anything?  
5 A. Only the ones that I acknowledged seeing.  
6 Q. You mean the maps?  
7 A. Those maps or things like that, yeah.  
8 Q. When you say "things like that," what are  
9 you inferring?  
10 A. There were some -- it was like -- I think  
11 it was a map or a few pages. I don't remember if it  
12 was a one-page or a two-page or a three-page that had  
13 some drawings. I remember there were some drawings  
14 there, and whether there was an aerial photo or a  
15 photo or something like that.  
16 Q. And that was with respect to the Eldorado  
17 property?  
18 A. With Canamex and Eldorado, because the  
19 idea, as far as I remember, was to look at it as a  
20 whole.  
21 Q. Did you ever get any phone calls from  
22 Huerta when he was in the United States and you were  
23 in Israel?  
24 A. You mean from 2006, 2007?  
25 Q. From the time of the pitch, after the

1 pitch.  
 2 A. Probably. If then, not hardly even a  
 3 handful.  
 4 Q. There was some phone calls?  
 5 A. Maybe. Maybe. Maybe Jacob. Maybe  
 6 when -- you know, maybe Jacob was next to him. Maybe  
 7 he called me for the one or the other matter that had  
 8 to do with this accountant that I -- that he assisted  
 9 me in finding, and that's it.  
 10 Q. Do you have any records of any of the  
 11 phone calls?  
 12 A. No.  
 13 Q. Ever get any letters from him?  
 14 A. Written letters?  
 15 Q. Yes.  
 16 A. Not that I recall.  
 17 Q. But you did get some emails?  
 18 A. I got some emails.  
 19 Q. And you don't have any -- you don't still  
 20 have any emails?  
 21 A. I don't know.  
 22 Q. You don't know?  
 23 A. I don't know.  
 24 Q. You could have some?  
 25 A. I could have some emails that remained in

1 the folder if I didn't erase them, yes.  
 2 Q. Do you have a file with respect to  
 3 Canamex?  
 4 A. Separately, no.  
 5 Q. I mean anything you have would be together  
 6 with Eldorado?  
 7 A. Yes.  
 8 Q. Do you claim to have a membership interest  
 9 in Eldorado?  
 10 A. Correct. As much as I understand the  
 11 legal term "membership interest."  
 12 Q. What's the extent of your membership  
 13 interest?  
 14 MR. SIMONS: Objection to the extent it  
 15 calls for a legal conclusion.  
 16 BY MR. LIONEL:  
 17 Q. Please.  
 18 A. I don't know.  
 19 Q. Is it shares or what?  
 20 A. It is -- as far as I understand, rights to  
 21 be registered as a shareholder in Eldorado Hills or  
 22 to have some equity participation in Eldorado Hills.  
 23 Q. And the basis of that is what?  
 24 A. My investment in Eldorado Hills.  
 25 Q. But what documentation is there?

1 MR. SIMONS: Don't answer again. He's  
 2 already asked and answered that eight times.  
 3 MR. LIONEL: No, I haven't.  
 4 MR. SIMONS: Yes, you have.  
 5 BY MR. LIONEL:  
 6 Q. Answer the question, please.  
 7 MR. SIMONS: This is the last time. You  
 8 don't get to keep asking the same thing over and  
 9 over.  
 10 MR. LIONEL: I'm asking what the  
 11 documentation is of that investment -- of that  
 12 interest. We're talking about interest now.  
 13 MR. SIMONS: You said "investment."  
 14 BY MR. LIONEL:  
 15 Q. What's the documentation with respect to  
 16 your interest?  
 17 A. I don't remember.  
 18 Q. Did you have documentation?  
 19 A. I don't remember. As much as I had, it is  
 20 included in here.  
 21 Q. Included where?  
 22 A. In the paperwork that were submitted.  
 23 Q. Do you know any particular paperwork?  
 24 A. I remember number 2, Exhibit 2.  
 25 Q. That's the purchase agreement?

1 A. That's a purchase agreement. I remember  
 2 this one for sure, which acknowledges, to the best of  
 3 my understanding and to my attorney's understanding,  
 4 my rights to be a claimant in regards to Eldorado  
 5 Hills.  
 6 Q. Clarify. Let's talk membership interest,  
 7 okay?  
 8 A. Pardon?  
 9 Q. Membership interest. You claim a  
 10 membership interest in Eldorado.  
 11 A. I answered in regards to the membership  
 12 interest, that I do not understand the legal standing  
 13 of the wording "membership interest." In very simple  
 14 terms, I invested in Eldorado Hills. I am supposed  
 15 to be part owner of Eldorado Hills. Whether it has  
 16 been registered properly or not, I do not know. What  
 17 I know is that in Exhibit 2, it is explicitly  
 18 mentioned that Nanyah Vegas has a claim towards  
 19 Eldorado Hills, whether that claim is the -- what you  
 20 just called it.  
 21 Q. Membership interest?  
 22 A. -- membership interest or something else,  
 23 I know not.  
 24 Q. What's the extent of the membership  
 25 interest?

1 A. I don't know.  
 2 Q. Did you ever know?  
 3 A. I may have been told, but I don't recall.  
 4 Q. What attempts have you made to get that  
 5 clarified, the membership interest?  
 6 A. To have that what?  
 7 Q. To have the membership interest, to have  
 8 that issue clarified, what have you done?  
 9 A. At the time in the past, unfortunately, I  
 10 do not recall that I have. I was assuming that  
 11 Carlos Huerta will register my rights properly with  
 12 his partners, Sig Rogich and whoever else, and later  
 13 on, I referred it to my attorney to seek my rights.  
 14 Q. That's Mr. Simons?  
 15 A. That's Mr. Simons.  
 16 Q. When did you retain him?  
 17 A. I retained him after there was the  
 18 initial -- some kind of a court proceeding that  
 19 Carlos Huerta helped me do somehow. I don't even  
 20 remember how. Which was, I think, rejected and then  
 21 I hired Mr. Simons.  
 22 Q. That was in 2016?  
 23 A. Could be.  
 24 Q. Anybody else that you enlisted to get your  
 25 interest?

1 A. No. Not that I know.  
 2 Q. Do you claim there's money owed to you?  
 3 A. This money is owed to me, yes.  
 4 Q. The million five?  
 5 A. Million five based on 2008 terms, yes.  
 6 Q. Based on anything else besides the 2008?  
 7 You're talking about the agreement?  
 8 A. I'm talking about value.  
 9 Q. Value?  
 10 A. Yeah.  
 11 Q. Value of what?  
 12 A. Well, since my potential claim was 1.5  
 13 back in 2008, and since it was, to my understanding,  
 14 illegally taken away from me or attempted to be taken  
 15 away from me, going forward, that 1.5 will carry some  
 16 interest and potentially other benefits.  
 17 Q. And you measured that from 2008?  
 18 A. I don't measure it from a certain date  
 19 because I don't know what legally I would be entitled  
 20 to. I think that this is something that will be  
 21 between my attorney and the court at some point.  
 22 Q. But the claim you say was 2008, the  
 23 interest to run from?  
 24 A. No, no.  
 25 MR. SIMONS: No.

1 THE WITNESS: At least from 2008. Perhaps  
 2 from the day I gave the --  
 3 BY MR. LIONEL:  
 4 Q. Why do you say "at least 2008"?  
 5 A. Because in 2008, there was a paper that  
 6 was showing that I had this claim, and obviously,  
 7 this should carry some form of interest over time, I  
 8 would say.  
 9 Q. But that was your claim, you had a claim  
 10 in 2008?  
 11 MR. SIMONS: You're mischaracterizing.  
 12 THE WITNESS: No. In 2008, there was a  
 13 mentioning of my investment in Eldorado Hills, which  
 14 will result in my potential claim of 1.5 million, the  
 15 historical number.  
 16 BY MR. LIONEL:  
 17 Q. You had a potential claim when? Under the  
 18 agreement?  
 19 A. The potential claim is, to the best of my  
 20 understanding, from day one. Whether it is from 2006  
 21 or '7 or '8, I don't know.  
 22 Q. The original was based upon you  
 23 transferring or sending a million and a half, right?  
 24 A. Correct.  
 25 Q. In 2007?

1 A. If you say it was 2007, I have to assume  
 2 that this is correct.  
 3 Q. And your claim is from that time?  
 4 A. My claims will be brought when they will  
 5 be brought by my attorney to court according to his  
 6 understanding of the date from which I am entitled to  
 7 it.  
 8 Q. But the claim is shown in your complaint,  
 9 isn't it?  
 10 A. I don't know if it has to -- if it has any  
 11 material meaning in terms of the date from which we  
 12 would calculate the interest.  
 13 Q. You're familiar with the complaint?  
 14 A. Which complaint?  
 15 Q. The complaint that you have filed here,  
 16 the second one. The one that Mr. Simons filed. Are  
 17 you familiar with that complaint?  
 18 A. As much as I am able as a nonlawyer to be  
 19 familiar with it, yes.  
 20 Q. Did you see it before it was filed?  
 21 A. Yes.  
 22 Q. It was filed in November, actually, of  
 23 2016.  
 24 A. Maybe.  
 25 MR. LIONEL: November 4th or 5th?



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

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

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

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

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

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

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

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

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

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

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

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

1 that.

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

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

4 agreement; is that correct?

5 MR. SIMONS: He already answered the

6 question. Now you're mischaracterizing. Asked and

7 answered. He said also under that agreement.

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

9 things were?

10 MR. SIMONS: He did. His investment into

11 Eldorado Hills.

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

13 know --

14 THE WITNESS: And any other -- and

15 other --

16 BY MR. LIONEL:

17 Q. I understand that. I understand what

18 you're saying.

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

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

21 BY MR. LIONEL:

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

23 Exhibit 2, which is the purchase agreement under

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

25 rights against Mr. Rogich?

1 MR. SIMONS: Asked and answered.

2 BY MR. LIONEL:

3 Q. Answer that, please.

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

5 made my investment in Eldorado Hills in which he was

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

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

8 based on my legal advice, would have claims against

9 him, yes.

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

11 A. Because of any legal reason.

12 Q. Are you aware of any legal reason?

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

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

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

16 have any claim against Mr. Rogich prior to the

17 execution of Exhibit 2?

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

19 the third time.

20 BY MR. LIONEL:

21 Q. Answer that.

22 A. Asked and answered.

23 MR. SIMONS: There you go.

24 BY MR. LIONEL:

25 Q. What's your answer?

1 MR. SIMONS: He already answered.

2 THE WITNESS: I answered.

3 MR. SIMONS: Go ahead.

4 BY MR. LIONEL:

5 Q. What was your answer?

6 A. I answered.

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

8 answer to Mr. Lionel.

9 (Whereupon, the record was

10 read back by the court reporter:)

11 BY MR. LIONEL:

12 Q. Aside from the fact that you had invested

13 a million five in Eldorado and aside from the

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

15 claim against Mr. Rogich at the time?

16 A. Based on any other paperwork that my

17 lawyer would see as giving me such rights.

18 Q. And you personally have no personal

19 understanding of what they may be?

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

21 to understand what I am not educated to.

22 Q. Before the purchase agreement, did you

23 have any rights against anybody other than Eldorado?

24 A. Before which purchase agreement?

25 Q. The one, Exhibit 2.

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

2 asking for a legal conclusion.

3 MR. LIONEL: I want his understanding.

4 THE WITNESS: I do not have the capacity

5 to analyze my legal standing in regards to any

6 previous paperwork or this paperwork, and I have to

7 rely on my attorney's counsel.

8 BY MR. LIONEL:

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

10 no knowledge of any such --

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

12 to have knowledge.

13 Q. No what?

14 A. No attempt to assume that I have the

15 knowledge.

16 Q. Were you a party to the purchase

17 agreement?

18 MR. SIMONS: Objection to the extent it

19 asks for a legal conclusion.

20 BY MR. LIONEL:

21 Q. Answer the question, please.

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

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

24 Okay.

25 A. I was mentioned in Exhibit 2.

1 Q. But you were not a party?

2 MR. SIMONS: Objection.

3 THE WITNESS: I don't understand what is

4 the standing of a party or not a party.

5 BY MR. LIONEL:

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

7 concerned --

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

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

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

11 Q. I should have taken a deposition of your

12 lawyer.

13 A. Maybe.

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

15 BY MR. LIONEL:

16 Q. Did you have any claim against Teld

17 prior --

18 A. Same answer.

19 Q. How about Mr. Eliades?

20 A. Same answer.

21 Q. How about with the Eliades Trust?

22 A. Same answer.

23 Q. How about the Rogich Trust?

24 A. Same answer.

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

1 MR. SIMONS: Which time?

2 THE WITNESS: What do you mean by "so

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

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

5 BY MR. LIONEL:

6 Q. Is that your reason?

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

8 my attorney. This is privileged information.

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

10 A. I think so.

11 Q. Fine. Did you ever discuss your claim

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

13 you ever discuss it with him?

14 A. No.

15 Q. Did you make any attempt to discuss it

16 with him?

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

18 direct contact with Mr. Rogich ever.

19 Q. Did you ever attempt to have direct

20 contact?

21 A. Via Carlos Huerta and Jacob Feingold and

22 my attorneys.

23 Q. What attempt did you make?

24 A. They were, to my understanding, repeatedly

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

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

2 the other.

3 Q. Where did Jacob Feingold come in? What

4 did he do?

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

6 at some point.

7 Q. What did Carlos try to do?

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

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

10 forth many times to Sig Rogich, whether before this

11 agreement, during this agreement, after this

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

13 Q. Did Carlos tell you that?

14 A. Yes.

15 Q. What did he tell you exactly?

16 A. I don't remember.

17 Q. When did he tell you?

18 A. I don't remember.

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

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

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

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

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

24 just reading it.

25 MR. LIONEL: This will be six.

1 (Exhibit Number 6 was marked.)

2 BY MR. LIONEL:

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

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

5 "Eldorado relied on its two members to pay the

6 monthly loan payments, requiring Go Global and Rogich

7 Trust to contribute additional funds to Eldorado,

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

9 loan payment. In addition, funds would be

10 contributed and applied and used toward the

11 development cost as the project was being designed as

12 an industrial park."

13 Now, I read that paragraph to you to bring

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

15 the -- you have some paragraphs here with respect

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

17 he said he paid certain money for mortgage payments

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

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

20 background for where we're going.

21 A. I hear you.

22 Q. I beg your pardon?

23 A. I hear you.

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

25 "Commencing in or about 2006, Rogich Trust was

1 experiencing financial difficulties, which caused  
2 Rogich Trust to be unable to contribute further funds  
3 to Eldorado for payment of Eldorado's monthly loan  
4 payments."

5 You're familiar with that paragraph?

6 A. I read it here in my complaint.

7 Q. Do you have any problems -- do you  
8 understand it?

9 A. Yes, I do not -- I cannot relate now to  
10 whether it was 2006 or not, I don't know.

11 Q. I understand that. I accept that.

12 A. And, of course, I am not fully aware of  
13 Sig Rogich's personal finances.

14 Q. I'll get into that. This paragraph here,  
15 is that your understanding, that that was the  
16 situation in 2006 or 2007?

17 A. If this is what legally this means, then  
18 yes.

19 Q. How do you know that? Is that what Carlos  
20 told you?

21 A. I do not know.

22 MR. SIMONS: Objection. This isn't a  
23 document he prepared. His counsel prepared it.

24 BY MR. LIONEL:

25 Q. Is that what Carlos told you?

1 A. I have no idea. This is a legal document  
2 that was prepared by my counsel based on the assembly  
3 of all the information that was given either by  
4 paperwork or in wording either through me or through  
5 findings of other papers and/or through Carlos Huerta  
6 or anybody else who had to do with this case or this  
7 investment.

8 Q. But you know that these three lines were  
9 prepared by your lawyer, right?

10 A. Yes.

11 Q. And it says, "And commencing 2006, the  
12 Rogich Trust was experiencing financial  
13 difficulties." Is that what it says?

14 A. That's what it says.

15 Q. Do you have any information about whether  
16 that's true or not?

17 A. No.

18 Q. No. Do you have any information about  
19 whether Rogich Trust was unable to contribute further  
20 funds to Eldorado? You don't have any information?

21 A. You're asking me whether he could  
22 contribute. I have no clue whether he could. I know  
23 that I heard that he didn't.

24 Q. From whom?

25 A. At the time, apparently.

1 Q. From whom?

2 A. Probably through Carlos or through the  
3 findings of my attorney.

4 Q. Fine. But you have no personal knowledge  
5 of that?

6 A. No.

7 Q. Let's go to 14. Would you read that, and  
8 I'm going to ask you whether you've got any personal  
9 knowledge of that.

10 A. I heard about it.

11 Q. From whom?

12 A. Either from Carlos Huerta or through my  
13 lawyers when we started preparing the paperwork for  
14 the claim.

15 Q. But you don't have any personal knowledge?

16 A. I don't recall.

17 MR. SIMONS: Here's what I need to do, is  
18 to caution you that communications between yourself  
19 or myself or anyone in my office are protected by the  
20 attorney/client privilege. If your information is  
21 derived from those communications, then I'm  
22 instructing you not to answer.

23 THE WITNESS: Okay.

24 MR. SIMONS: If he asks you a question  
25 about personal knowledge that derives from another

1 source other than our communications, he's entitled  
2 to that.

3 THE WITNESS: But the truth is that I  
4 cannot recall what, if at all, at some point I heard  
5 from Carlos, let alone what was going on between you  
6 and me. I cannot say this I heard from you, that I  
7 heard from him. By and large, if I heard anything  
8 from Carlos, it was like that (motioning with hands  
9 far apart). If I heard anything through you, it was  
10 like that (motioning with hands closer together).

11 MR. SIMONS: Okay.

12 THE WITNESS: This is as much as I can  
13 relate to it, Mr. Lionel.

14 BY MR. LIONEL:

15 Q. Let's go back to paragraph 14. Do you  
16 have any personal knowledge of what that says?

17 MR. SIMONS: Again, just for  
18 clarification, if your knowledge is based upon our  
19 communication --

20 THE WITNESS: It's based upon this  
21 attorney relationship.

22 MR. LIONEL: No. If I ask him whether he  
23 has any personal knowledge, he can answer that, can't  
24 he?

25 MR. SIMONS: What you're saying is, yes, I

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

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

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

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

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

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

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

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



1 A. I don't know.  
 2 Q. You don't know that?  
 3 A. I don't know. It could have come out of  
 4 somebody else's. I don't know.  
 5 Q. You don't know?  
 6 A. No.  
 7 Q. You're sure of that?  
 8 A. Yes.  
 9 Q. Let's look at paragraph 17. It says,  
 10 "Eldorado used the majority of the million five  
 11 invested to repay Carlos the amounts Carlos had  
 12 single-handedly advanced."  
 13 A. Apparently.  
 14 Q. Apparently what?  
 15 MR. SIMONS: What's the question?  
 16 BY MR. LIONEL:  
 17 Q. Apparently it came out of the million  
 18 five?  
 19 A. Apparently this is what the lawyers have  
 20 found, I think, as much as I can understand what is  
 21 written.  
 22 Q. So when you testified a few minutes ago  
 23 that it did not come out of your money --  
 24 A. I do not -- you cannot paint this money  
 25 and say -- maybe it came out of a different pocket

1 that went into Eldorado Hills.  
 2 Q. That's not what this says.  
 3 A. Okay. So apparently the lawyer found out  
 4 that it was paid out of that.  
 5 Q. And did you agree that the money should  
 6 come out of your million five?  
 7 A. How could I agree if I didn't know?  
 8 Q. You didn't know. This says it did come  
 9 out of the one-five.  
 10 A. Maybe. But it doesn't mean that I knew.  
 11 Q. Did you agree to it?  
 12 MR. SIMONS: Asked and answered. Third  
 13 time on this question. He said he didn't know about  
 14 it.  
 15 Go ahead.  
 16 MR. LIONEL: I don't want you to do that,  
 17 Counsel.  
 18 MR. SIMONS: Well, come on.  
 19 MR. LIONEL: I don't want you to do that.  
 20 MR. SIMONS: You're going in circles,  
 21 Counsel.  
 22 MR. LIONEL: Nonsense.  
 23 Would you read the last question back?  
 24 MR. SIMONS: Go two questions back.  
 25 MR. LIONEL: No, go one question. It's my

1 deposition and I'm questioning.  
 2 MR. SIMONS: Don't keep asking the same  
 3 question over and over.  
 4 MR. LIONEL: Ask the last question,  
 5 please.  
 6 (Whereupon, the following question was  
 7 read back by the court reporter:  
 8 Question: "Did you agree to it")  
 9 THE WITNESS: Agree to what?  
 10 BY MR. LIONEL:  
 11 Q. To the payment to Huerta or Go Global out  
 12 of the million five that you say you invested?  
 13 A. I don't know.  
 14 Q. You don't know?  
 15 A. No, I don't know.  
 16 Q. You may have?  
 17 A. I may have not.  
 18 Q. May have not. Okay.  
 19 At the time you invested in Eldorado, were  
 20 you aware of its financial condition?  
 21 A. No. Not that I recall.  
 22 Q. Did you attempt to find out?  
 23 A. Not that I recall.  
 24 Q. Were you aware that there was a large  
 25 mortgage that was owed by Eldorado?

1 A. I think I heard about a mortgage, but I  
 2 don't know. Honestly, I don't know.  
 3 Q. Do you remember anything about it?  
 4 A. No. I assume that any real estate  
 5 transaction purchase would have part equity, part  
 6 mortgage, and so I assume there could be also a  
 7 mortgage here.  
 8 Q. So you assumed that at the time?  
 9 A. Perhaps I assumed at the time. Perhaps  
 10 not. I don't know. I don't remember what happened  
 11 in 2006 or '7.  
 12 Q. You don't remember?  
 13 A. Or '8. Are we between questions?  
 14 Q. I beg your pardon?  
 15 A. Are we between questions?  
 16 Q. Do you want to go someplace?  
 17 A. If that is possible.  
 18 Q. Surely. Absolutely.  
 19 (Whereupon, a recess was had.)  
 20 BY MR. LIONEL:  
 21 Q. Are you aware that Go Global got a  
 22 consulting fee?  
 23 A. No. I don't recall.  
 24 Q. Are you aware that he got a consulting fee  
 25 out of your million and a half?

1 A. No. Not that I recall. I may have. I  
2 may have not. Maybe I knew. Maybe not. I don't  
3 know.

4 Q. Did you read Mr. Huerta's deposition where  
5 he discussed a consulting fee?

6 A. If the deposition of Mr. Huerta is part of  
7 this thing, which I had to read, then yes, but I  
8 don't remember the details. As I told you, it was a  
9 while ago. And I would not remember anyway.

10 Q. What would you remember about the  
11 consulting fee?

12 A. I don't. I don't remember there being or  
13 not being one.

14 Q. Do you know whether the consulting fee was  
15 reflected in the general ledger of Eldorado?

16 A. No. I have no idea.

17 Q. You have no idea?

18 A. I have no idea.

19 Q. You're sure?

20 A. I have no idea. It may be part of the  
21 findings of my attorneys at some point, but I  
22 personally do not have knowledge. I have never seen  
23 the ledger personally. I wouldn't know how to read  
24 it had I seen it.

25 Q. Well, could you have heard Mr. Huerta say

1 it was on the general ledger?

2 A. Theoretically, I could have heard him say,  
3 but I don't recall something like that.

4 Q. You don't have any knowledge about a  
5 consulting fee; is that what you're saying?

6 A. I don't have information about him having  
7 a consulting fee but maybe he did.

8 Q. And maybe it was on a general ledger?

9 A. Maybe.

10 Q. But you don't have any knowledge?

11 A. I have no knowledge.

12 Q. You never heard that?

13 A. I didn't say I never heard. I don't  
14 recall hearing.

15 Q. Did you ever authorize a consulting fee to  
16 Mr. Huerta or Go Global?

17 A. Given my recent answer, the answer would  
18 be that I did not give such consent, to the best of  
19 my understanding, nor do I recall whether I did or  
20 didn't.

21 Q. Did you ever object to the payment of a  
22 consulting fee to Go Global?

23 A. Pardon?

24 Q. Did you ever object to the payment of a  
25 consulting fee to Go Global?

1 A. I don't have a standing on it at this  
2 point in time because I don't know the basis for such  
3 a claim, whether there was such a claim.

4 Q. Do you remember the first lawsuit?

5 A. My first lawsuit?

6 Q. Yes.

7 A. Barely. You know, in general, that I had  
8 one.

9 Q. Hmm?

10 A. I remember that I had one.

11 Q. Who was your lawyer in that lawsuit?

12 A. I don't remember.

13 Q. Did you have a lawyer in that lawsuit?

14 A. I think so, yeah. I think I did. I  
15 probably did.

16 Q. Was it Mr. McDonald?

17 A. Maybe. I don't remember.

18 Q. Did you know a McDonald McDonald?

19 A. I don't remember.

20 Q. What do you remember about the lawsuit?

21 A. Not much. Nothing pretty much. Only that  
22 there was something like that.

23 Q. Did Mr. Huerta have anything to do with  
24 it?

25 A. He was somehow involved in it, I guess,

1 yes.

2 Q. How was he involved?

3 A. He probably introduced me to a lawyer  
4 on -- you know, upon my request or something like  
5 that.

6 Q. Do you remember meeting the lawyer?

7 A. No, I don't.

8 Q. Did you pay him anything?

9 A. I don't remember.

10 Q. Did you have a retainer agreement?

11 A. I don't remember.

12 Q. Did you see the complaint before it was  
13 filed?

14 A. I probably did, but I don't remember  
15 whether I saw it or not, but I assume I would have to  
16 have.

17 Q. Did you discuss that litigation or that  
18 lawsuit with Mr. Huerta?

19 A. I may have. I don't remember. Probably  
20 briefly at some point, but --

21 Q. What do you remember about it?

22 A. Not much. That it existed. That there  
23 was a need to approach court to seek some court  
24 decisions in regard to my rights in Eldorado Hills.

25 Q. Who were you suing?

1 A. I don't remember. Probably -- I assume at  
2 the time I was suing Sig Rogich or Eldorado Hills or  
3 anybody that had to do with it, but I don't remember  
4 who I sued exactly.

5 Q. You really don't remember anything about  
6 that?

7 A. No.

8 Q. Do you remember any basis for the suit?  
9 Strike that.

10 Do you remember what your claim was?

11 A. As far as I understand, the claim is --  
12 you ask if I remember. Remember, I don't. Can I  
13 assume what was my claim? I assume it was exactly  
14 the same claim as I have now based on my investment  
15 in Eldorado Hills, and the fact that I was owed --  
16 call it a membership part or anything else, rights,  
17 claims, potential whatever you call it, it's legal  
18 terms which were due to me and were lately -- and  
19 later not paid or not acknowledged.

20 Q. Did you rely on Mr. Huerta with respect to  
21 that suit?

22 A. Rely?

23 Q. Yes.

24 A. I don't understand what is the legal  
25 meaning of "rely." Was he involved somehow? Yes.

1 Rely? I don't think so because rely meaning that  
2 there is probably some legal standing, and I do not  
3 know of any such legal standing in terms of relying  
4 on him. It was my investment in Eldorado Hills which  
5 I was referring to. So relying on him? I don't  
6 know.

7 Q. Did he have any involvement in that  
8 lawsuit?

9 A. I think he introduced to -- he took it to  
10 that lawyer on my behalf, subject to me asking him,  
11 because I was not physically here, and I didn't want  
12 to bother with it from the other side of the world,  
13 not knowing the details of the whole process and not  
14 having paperwork with me at all to back all these --  
15 a lawsuit, because he had all of it.

16 Q. Do you understand what unjust enrichment  
17 is? Let me put it another way. Do you understand  
18 what an unjust enrichment claim is?

19 A. Generally, if I translate it to Hebrew,  
20 then as far as my limited understanding in legal  
21 standing, yes, but I don't understand -- I cannot  
22 tell you that I understand the legal implication.  
23 It's a legal term, so I'm not the one to be asked  
24 about that.

25 Q. Did Nanyah Vegas ever confer a benefit on

1 Eldorado?

2 MR. SIMONS: Objection to the extent  
3 you're asking for a legal conclusion.

4 THE WITNESS: What do you mean?

5 BY MR. LIONEL:

6 Q. Your understanding. Do you have an  
7 understanding --

8 A. I don't have an understanding.

9 Q. -- of that?

10 A. I don't have an understanding of what it  
11 even means. But if I ever got money out of Eldorado  
12 Hills? No, I just injected money into Eldorado  
13 Hills.

14 Q. That was your relationship with Eldorado,  
15 you invested money in it?

16 A. I invested money in Eldorado Hills.

17 Q. The investment in Eldorado was in 2007; is  
18 that correct?

19 A. '6, '7, whatever, '8. I don't recall  
20 exactly the year. It was prior to -- obviously to  
21 the 2008 sale of the rights of Exhibit 2, I think it  
22 is.

23 Q. In 2008, I think you said you spoke to  
24 Mr. Huerta?

25 A. I would never tell you that I spoke in

1 2008, because I do not recall if it's 2008 or '7 or  
2 '9 or '6.

3 Q. Do you remember what, if anything, you did  
4 in 2008 with respect to Eldorado --

5 A. I remember nothing --

6 Q. -- with your investment?

7 A. -- in terms of relating to it date-wise  
8 because I do not recall if it was in this or that  
9 year or what it was at all during these years because  
10 it's way too far back. And I don't remember what was  
11 exactly said, if it was said, written, verbally, in  
12 writing, over the phone, in person, I don't know.

13 Q. The investment was made in 2007 or 2006,  
14 you say whatever, and that there was a purchase  
15 agreement in 2008 when Carlos got out of Eldorado.

16 A. You relate to Exhibit 2?

17 Q. Yes. Fair statement, my statement?

18 A. Yes.

19 Q. What, to your knowledge after that, after  
20 the Exhibit 2 purchase agreement, what do you  
21 remember with respect to Eldorado?

22 A. I only remember vaguely that every year or  
23 so I would be told either by Jacob Feingold, maybe at  
24 some point directly through Carlos on the phone or if  
25 he came to Israel at some point, because I never came

1 here. I never met him elsewhere so it would not have  
2 been -- probably that there was this deal in 2008, I  
3 assume, and that they're waiting to give me my  
4 interest or my rights or my, whatever it is, which I  
5 cannot define now as we speak. I may have heard,  
6 during those years here and there, you know, no news,  
7 okay, we're still trying, hoping, asking, pushing,  
8 whatever, but not something specific.

9 Q. But you do remember the purchase agreement  
10 of 2008 and what it said about your rights?

11 A. As I told you, I remember that there was,  
12 and I do not remember from when I remember.

13 Q. But Carlos told you about that agreement,  
14 didn't he?

15 A. He may have. He may have not. I assume  
16 he has.

17 Q. He told you that you were going to get  
18 your million five under that agreement in some way?

19 A. Million five or more.

20 Q. Hmm?

21 A. Million five or more.

22 Q. You mean with the interest?

23 A. With interest, with profits, with  
24 anything -- because it could have -- I had -- since I  
25 understood that I have -- I am part owner of

1 whatever -- of Eldorado Hills and through that, in  
2 anything that Eldorado Hills owns, at some point,  
3 I'll get my money, money plus interest, my part of  
4 the -- my part of the real estate shares. You name  
5 it, whatever. I don't know. This is legal -- legal  
6 matters, but that I will get what I am due and that I  
7 am due.

8 Q. You had your interest -- well, after the  
9 purchase agreement, did you have any interest in  
10 Eldorado?

11 A. I don't know. This is a legal standing.  
12 I don't know what to answer.

13 Q. What was your understanding?

14 A. My understanding is that I have rights,  
15 and these rights will be translated into something,  
16 be it money, equity, whatever, going forward at some  
17 point.

18 Q. Did you have an understanding, based upon  
19 talking to Carlos, that after that agreement, you  
20 were going to get your million five back?

21 A. I had the general understanding that I  
22 will get what is due to me.

23 Q. You didn't know any amount?

24 A. I knew I invested 1.5 million, but at that  
25 point in time I do not think that I knew whether my

1 rights were only for 1.5, 1.5 with interest, equity,  
2 registration of ownership on a piece of real -- I  
3 don't know. This is a legal matter. It's out of my  
4 jurisdiction.

5 Q. What did Carlos tell you?

6 A. I don't remember what he told me now in  
7 2007 or '8 or whatever. I don't remember what he  
8 told me a year ago, if he did. I have no idea what  
9 he told me in 2008. I can assume but --

10 Q. Let's talk about that Exhibit 2. You  
11 understand what Exhibit 2 is?

12 A. Yes. More or less.

13 Q. Did Carlos tell you that he was getting  
14 out of the company?

15 A. I think, but I'm not sure, that he told me  
16 at the time that he had some financial issues, and  
17 that he was going out but he secured my interest.

18 Q. He secured your interest?

19 A. Yes.

20 Q. That million and a half?

21 A. My interest, whether it is only the  
22 million and a half or more than that, I don't know at  
23 this point in time to tell you.

24 Q. You didn't ask him?

25 A. No. Not that I recall. I don't even

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.

3 (Whereupon, a recess was had.)

4 MR. LIONEL: Let's go back on the record,  
5 Miss Reporter.

6 BY MR. LIONEL:

7 Q. Mr. Harlap, you still have Exhibit 6?

8 A. I do.

9 Q. I'm going to ask you about your claims in  
10 the complaint. And the first claim, paragraph 86  
11 says, "Nanyah invested \$1.5 million into Eldorado."  
12 Tell me about that, how you invested it.

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

18 Q. She won't get your head shaking.

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

25 MR. SIMONS: Why are we asking this now?

1 You've already asked this 15 times earlier, Counsel.  
 2 MR. LIONEL: It's not been asked once,  
 3 Counsel.  
 4 MR. SIMONS: You asked him, and he said he  
 5 wired it and his account has the information. Why  
 6 are we going through this?  
 7 MR. LIONEL: Because I want to go further.  
 8 It's my deposition. I'm not trying to delay it. If  
 9 you don't like, you can call or stop and we go to the  
 10 commissioner.  
 11 MR. SIMONS: You said you were going to  
 12 move forward in good faith.  
 13 MR. LIONEL: I am moving forward. I'm not  
 14 delaying anything. I anticipate you'll get out of  
 15 here today.  
 16 MR. SIMONS: Okay.  
 17 MR. LIONEL: Probably earlier than you  
 18 expected.  
 19 BY MR. LIONEL:  
 20 Q. Do you have any documentation that you  
 21 wired it?  
 22 A. I think that probably in my banking  
 23 statements and/or my accounting there should be  
 24 something like that, but I don't know.  
 25 Q. Eighty-seven, and I'm not going through

1 the whole thing, believe me. "At all relevant times,  
 2 Nanyah claimed an ownership interest in Eldorado."  
 3 When you say "at all relevant times," does  
 4 that have any meaning to you?  
 5 A. The relevance is a legal relevance. And  
 6 when he says that "at all relevant times," I assume  
 7 that it refers to any legally relevant time from the  
 8 point of time in which I invested until today.  
 9 Q. And at those times you claimed an  
 10 ownership interest in Eldorado?  
 11 A. Apparently so.  
 12 Q. By doing what?  
 13 A. By doing whatever I was legally advised to  
 14 do.  
 15 Q. And you did that?  
 16 A. As far as I understand legal matters, yes.  
 17 Q. And who -- and your attorneys advised you?  
 18 Strike that.  
 19 Do you remember anything you did in  
 20 connection with claiming an ownership interest?  
 21 A. I sent the money at the time. As far as I  
 22 recall, it was supposed to be registered properly.  
 23 Beyond that, I'm not aware of a specific action that  
 24 I have taken personally out of my own initiative,  
 25 rather gave it to attorneys and/or Carlos and/or my

1 accountant to do.  
 2 Q. Ninety-two, "The defendants, and each of  
 3 them, breached the terms of the foregoing agreements  
 4 by, among other things, A, failing to provide Nanyah  
 5 a membership interest in Eldorado."  
 6 Does that have any meaning to you?  
 7 A. It means that although they had to  
 8 register it in some way, my rights, they failed to do  
 9 so. That's what I understand from the writing here.  
 10 Q. There are a number of defendants in this  
 11 case here and that claim is against the Rogich Trust,  
 12 if you look up above at line 6, Sigmund Rogich, Teld  
 13 and Peter Eliades.  
 14 Are you saying that each of them failed to  
 15 provide Nanyah a membership interest in the Eldorado?  
 16 A. This is the analysis of my legal counsel,  
 17 apparently.  
 18 Q. Hmm?  
 19 A. This is the analysis of my legal counsel,  
 20 apparently.  
 21 Q. How about your understanding?  
 22 A. My understanding is irrelevant. I'm not a  
 23 lawyer.  
 24 Q. It's not irrelevant as far as I'm  
 25 concerned, as far as this case is concerned.

1 A. Well, this case will be tried, I guess, so  
 2 it will be decided. But as far as I'm knowledgeable  
 3 of what registering means, I cannot really tell you  
 4 much. I think that it is my legal counsel's view  
 5 that it has not been registered as it should have.  
 6 Q. Anything besides the failure to register?  
 7 A. Failure to pay me back.  
 8 Q. But that's not what you say here. You say  
 9 failing to provide a member --  
 10 A. But your last question did not necessarily  
 11 relate to article 92.  
 12 Q. And your answer is what?  
 13 A. That they didn't pay me back.  
 14 Q. I move to strike it as nonresponsive.  
 15 MR. SIMONS: You cannot strike it from a  
 16 deposition.  
 17 MR. LIONEL: It's stricken.  
 18 MR. SIMONS: It has to be transcribed.  
 19 MR. LIONEL: I understand that.  
 20 BY MR. LIONEL:  
 21 Q. Paragraph 88, "Rogich Trust, Sigmund  
 22 Rogich, Teld and Peter Eliades, all entered into the  
 23 purchase agreement, the membership agreements and the  
 24 amendment and restated operating agreement, which  
 25 agreements all specifically identified Nanyah as a

1 third-party beneficiary of each agreement."  
 2 Do you understand what that paragraph  
 3 says?  
 4 A. I think so.  
 5 Q. Did all the agreements specifically  
 6 identify Nanyah as a third-party beneficiary?  
 7 MR. SIMONS: Objection to the extent  
 8 you're asking for a legal conclusion.  
 9 THE WITNESS: For sure, Exhibit 2 shows it  
 10 explicitly. As for the others, I assume that if my  
 11 lawyer has stated it this way, then this is the case.  
 12 BY MR. LIONEL:  
 13 Q. That Nanyah was a third-party beneficiary?  
 14 A. Yes.  
 15 Q. Was it a third-party beneficiary of any  
 16 other agreements?  
 17 MR. SIMONS: Objection to the extent it  
 18 calls for a legal conclusion.  
 19 BY MR. LIONEL:  
 20 Q. Do you have an understanding?  
 21 A. What understanding?  
 22 Q. That Nanyah may have been specifically  
 23 identified as a third-party beneficiary of agreements  
 24 other than the purchase agreement, Exhibit 2?  
 25 A. I don't have an understanding or a

1 nonunderstanding because it's not for me to  
 2 understand or not. It's for my lawyer to understand.  
 3 Q. Do you expect to be a witness in this  
 4 case?  
 5 A. This is, as far as I understand, a matter  
 6 to be discussed between my lawyer and myself, and if  
 7 my lawyer will see that I should be, then I will. If  
 8 you can force me to be and I will have to, then I  
 9 will.  
 10 Q. Why would I force you?  
 11 A. I have no idea. It is, again, you're  
 12 asking me about things that have to do with legal  
 13 procedures in the United States. My understanding in  
 14 legal procedures in Israel are minimal, let alone in  
 15 the United States.  
 16 Q. Let's go to the second claim. I should  
 17 probably precede that by saying moving right along.  
 18 A. Which exhibit?  
 19 MR. SIMONS: Six.  
 20 BY MR. LIONEL:  
 21 Q. I'm going to deal with the complaint.  
 22 A. Second claim for relief?  
 23 Q. Mm-hmm.  
 24 Paragraph 95 is identical to paragraph 88  
 25 that we just discussed. Is it a fair assumption your

1 answers would be the same?  
 2 A. If this is the case, I assume the answers  
 3 would be similar.  
 4 Q. Paragraph 97, "The defendants breached --  
 5 strike that.  
 6 Do you know what a covenant of good faith  
 7 and fair dealing is?  
 8 A. No.  
 9 Q. Paragraph 97 says, "The defendants engaged  
 10 in misconduct, which was unfaithful to the purpose of  
 11 the contractual relationship by, among other things."  
 12 What was the misconduct?  
 13 MR. SIMONS: Objection to the extent  
 14 you're requesting a legal conclusion.  
 15 THE WITNESS: It is, again, you're asking  
 16 legal questions. The best I can answer you is to do  
 17 a straight-forward translation of the wording into  
 18 Hebrew and try to understand what it means from  
 19 there, but I have no way of saying what I understand  
 20 from the Hebrew translation of what is written here  
 21 to the legal meaning of it.  
 22 BY MR. LIONEL:  
 23 Q. Do you understand misconduct?  
 24 A. I understand the verbal translation of  
 25 misconduct into Hebrew and what misconduct means in

1 general. I have no understanding what misconduct  
 2 means in the legal capacity of this case.  
 3 Q. I'm not talking legal capacity. Do you  
 4 understand the general meaning in English of the word  
 5 "misconduct"?  
 6 A. I translate it into Hebrew and then, yes,  
 7 I understand what is misconduct.  
 8 Q. What is misconduct?  
 9 A. Misconduct is failing to do something that  
 10 was supposed to be done.  
 11 Q. What do you know should have been done but  
 12 wasn't done by the defendants?  
 13 A. For example, register my rights properly.  
 14 Q. Anything else?  
 15 A. That would be a legal matter. I don't  
 16 know.  
 17 MR. SIMONS: The anything elses are  
 18 defined in the complaint.  
 19 BY MR. LIONEL:  
 20 Q. I want to take you back to paragraph 92 --  
 21 92A, fail -- 92 says, "There was a breach of the  
 22 terms of the agreements by, among other things,  
 23 failing to provide Nanyah a membership interest in  
 24 Eldorado.  
 25 I think you have answered that before,

1 haven't you? You said they breached it by failing to  
 2 register to you?  
 3 A. To the best of my understanding --  
 4 Q. To the best of your understanding?  
 5 A. -- of the legal aspect of it.  
 6 Q. Let's go to B. "Breached by failing to  
 7 convert Nanyah's investment into a noninterest  
 8 bearing debt."  
 9 What do you know about that?  
 10 A. That it's written here.  
 11 Q. That's all you know?  
 12 A. I know that this is probably what my  
 13 lawyer found relevant to what has been or has not  
 14 been done by the defendants.  
 15 Q. And you rely on that?  
 16 A. I rely on that and on the explanation of  
 17 my legal counsel, I assume at the time when it was  
 18 done, of what it meant, in general terms, and I  
 19 relate it to that.  
 20 Q. When was it done?  
 21 A. When it was prepared.  
 22 Q. When what was prepared?  
 23 A. The paperwork, the claims.  
 24 Q. The failure to convert was done at that  
 25 time?

1 A. No. The failure to convert was done  
 2 probably way before that. Whether it was 2008 or  
 3 just after what Exhibit 2 said they should have done.  
 4 Q. It could have been 2008?  
 5 A. Could have been.  
 6 Q. Let's take C. "Failing to inform Nanyah  
 7 that Rogich Trust was transferring its full  
 8 membership interest in Eldorado to the Eliades Trust  
 9 in breach of the terms of the agreements."  
 10 Are you relying upon your attorney for  
 11 that?  
 12 A. Yes. But what my understanding is here,  
 13 is that at the time when Rogich transferred his  
 14 ownership of his or any other ownership in Eldorado  
 15 Hills to Eliades or whomever else, I think that any  
 16 reasonable person would have expected him to approach  
 17 the potential claimant, let's say, and given him an  
 18 equal opportunity, advanced notice, you name it, in  
 19 this respect.  
 20 Q. In what respect?  
 21 A. In respect of the fact that he was  
 22 planning to give up rights, which were also my  
 23 rights, to this -- to the company, to the property,  
 24 without even telling me -- announcing, asking, giving  
 25 me equal opportunity to take it over myself, et

1 cetera.  
 2 Q. All C is talking about is a failure to  
 3 inform.  
 4 A. Yes. Because any reasonable honest person  
 5 who was put in such a situation where he's about to  
 6 do what Sig Rogich has done, would have picked up the  
 7 phone, write a letter, called even Carlos Huerta and  
 8 tell him, we don't have direct contact with Mr. Yoav  
 9 Harlap or Nanyah Vegas, please give us the contact  
 10 because we are about to do A, B, C and D, which  
 11 affects him or potentially affects him and his  
 12 rights, and we want him to be on board with us on  
 13 what we're planning to do, and make sure that it's  
 14 okay with him.  
 15 Which nobody does. They failed to inform  
 16 me. They never consulted with me. They never gave  
 17 me the right to participate, to take it over myself.  
 18 Nothing.  
 19 Q. You made your investment, you say, in 2007  
 20 or '6, right?  
 21 A. Whatever.  
 22 Q. And you never talked to Mr. Rogich after  
 23 that except for the one time we talked about?  
 24 A. Not before, not during, not after, until  
 25 last year here in your office.

1 Q. Were your arms tied or hands tied?  
 2 MR. SIMONS: Argumentative. Come on,  
 3 Counsel.  
 4 MR. LIONEL: A little bit.  
 5 BY MR. LIONEL:  
 6 Q. What prevented you from calling him?  
 7 A. I didn't know that I -- I didn't know  
 8 until a very late stage that I had a real problem,  
 9 and that I was -- and that somebody cheated me out of  
 10 a deal.  
 11 Q. When was this late stage that you're  
 12 talking about?  
 13 A. I can't recall the exact date. Late.  
 14 Q. Approximately what year?  
 15 A. Later than 2008 and earlier than 2016 at  
 16 the point at which I came and did the first claim or  
 17 whenever it was.  
 18 Q. D, "The breach in transferring Rogich  
 19 Trust full membership interest in Eldorado to the  
 20 Eliades Trust in breach of the terms of the  
 21 agreements."  
 22 What agreements said he couldn't transfer  
 23 it?  
 24 MR. SIMONS: Objection to the extent it  
 25 calls for a legal conclusion.

1 THE WITNESS: Again, this is legal jargon  
2 that I cannot relate to beyond saying that this is  
3 something that I cannot have, you know, an opinion  
4 about.

5 BY MR. LIONEL:

6 Q. So you don't know whether there was any  
7 agreement that said you could not transfer?

8 A. If my attorney says that there was, then  
9 there was.

10 Q. You rely on your attorney?

11 A. I rely on my attorney.

12 Q. Was there any relationship between any of  
13 the defendants and Nanyah?

14 MR. SIMONS: Object to the extent you're  
15 asking for a legal conclusion.

16 BY MR. LIONEL:

17 Q. To your knowledge, was there any kind of  
18 relationship? Did they have --

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. Do you know what a fiduciary relationship  
22 is?

23 A. More or less, yes.

24 Q. Was there a fiduciary relationship?

25 A. I don't know. This is a legal standing

1 and I have no way of saying whether there was a  
2 fiduciary duty or not.

3 Q. My question's a simple one. Do you have  
4 any knowledge --

5 A. It's very simple for a lawyer.

6 Q. Was there any special relationship between  
7 Nanyah and any of the defendants?

8 A. What is "special relationship"?

9 Q. As far as you understand?

10 A. What is "special relationship"?

11 Q. Did they go to school together? Did they  
12 play football together?

13 A. If they went to school together, no. If  
14 they played football together, also no, as far as I  
15 recall.

16 Q. And you don't have any --

17 A. And I'm not in the same age group as Sig  
18 Rogich, so I doubt that we went to Boy Scouts  
19 together.

20 Q. How about the other defendants? How about  
21 Eliades, Pete Eliades?

22 MR. SIMONS: What's the question, special  
23 relationship?

24 BY MR. LIONEL:

25 Q. Yes. Any kind of relationship?

1 MR. SIMONS: To the extent you're asking  
2 him to define a legal relationship that is identified  
3 under the law, I'm going to object that it's asking  
4 for a legal conclusion. If you're just saying what  
5 kind of --

6 BY MR. LIONEL:

7 Q. Any kind of relationship?

8 A. If it is a relationship of going to Boy  
9 Scouts together, no. If it is a relationship that  
10 they had obligations towards me in -- within the  
11 context of the Eldorado Hills deal, then there might  
12 have been.

13 Q. Aside of the Eldorado deal, was there any  
14 kind of relationship between Nanyah or you and any of  
15 the -- or any of the defendants?

16 A. I don't know. In terms of personal  
17 relations, I don't know of any such relationship.

18 Q. Thank you.

19 Paragraph 99, "Nanyah has sustained  
20 damages in excess of \$10,000 as a result of these  
21 defendant's actions, and it's entitled to recover its  
22 reasonable and necessary attorneys' fees and costs  
23 incurred in this action."

24 What were the damages of Nanyah because of  
25 what appears in 97?

1 MR. SIMONS: Objection.

2 THE WITNESS: Any damages that are  
3 mentioned here would be damages that are assessed by  
4 my attorney.

5 BY MR. LIONEL:

6 Q. That's your answer?

7 A. I wouldn't -- I would give the information  
8 to my attorney, perhaps I answered some questions,  
9 and if my attorney decided that this is what he  
10 should write here, then I guess it reflects what  
11 needs to be written.

12 Q. Let's go to the third claim. Paragraph  
13 101 says that Nanyah was identified specifically as a  
14 third-party beneficiary of each of the agreements; is  
15 that correct?

16 MR. SIMONS: Are you asking is that what  
17 it says in there?

18 THE WITNESS: It is the same question like  
19 you asked me before in the first or second claim, and  
20 the answer would be exactly the same answer. As far  
21 as it is in Exhibit 2, yes. Any other exhibit, I  
22 assume so if this is what is written by my attorney.

23 BY MR. LIONEL:

24 Q. 102, "These defendants owed Nanyah a duty  
25 of good faith and fair dealing arising from these



1 contracts."

2 Do you agree with that paragraph?

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

4 asking for a legal conclusion.

5 BY MR. LIONEL:

6 Q. Your understanding?

7 A. My understanding in legal conclusions is

8 very limited, Mr. Lionel, so I do not attempt to give

9 a legal opinion on legal matters.

10 Q. I don't want a legal opinion. What kind

11 of a duty did Teld have to you with respect to the

12 agreements?

13 MR. SIMONS: Objection to the extent

14 you're asking for a legal conclusion and to interpret

15 Nevada law.

16 BY MR. LIONEL:

17 Q. Are you aware of any duty that Teld had to

18 you?

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. I want an answer.

22 A. The answer is that, according to my

23 lawyer, they have failed in this respect, and so I

24 do.

25 Q. Failed in what respect?

1 A. In a legal -- in a legal respect.

2 Q. Of what?

3 A. Of doing what they needed to do according

4 to the set of agreements that I was either a party --

5 direct party of or that I had interest in.

6 Q. How about Peter Eliades?

7 A. Same.

8 Q. Same. How about Sigmund Rogich?

9 A. Same.

10 Q. How about the Rogich Trust?

11 A. Same.

12 Q. Thank you.

13 Paragraph 103, "These defendants shared a

14 special fiduciary and/or confidential relationship

15 with Nanyah."

16 Did Nanyah have any kind of relationship,

17 personal or otherwise, with these defendants?

18 MR. SIMONS: Objection to the extent

19 you're asking for a legal conclusion.

20 THE WITNESS: You're asking me a legal

21 question which I cannot answer.

22 BY MR. LIONEL:

23 Q. No, I'm not. I've broadened it.

24 A. The personal part, as I told you, I don't

25 know them personally. I did not know them

1 personally.

2 Q. And you had nothing to do with them except

3 what's happening in this matter?

4 A. Except I invested in Eldorado Hills.

5 Q. But you had nothing to do with these

6 defendants except for what is involved in this

7 matter?

8 A. They had apparently to do with me from

9 what I understand from these papers.

10 Q. Like what?

11 A. Like fiduciary responsibility. They were

12 supposed to be faithful to me. They were supposed to

13 register my rights, et cetera, et cetera.

14 Q. Anything else?

15 A. I don't know. The other things -- there

16 is probably a whole list of things that are stated

17 here, which they either did or did not do as per what

18 they needed to or were supposed to or expected to.

19 MR. LIONEL: Read that answer back,

20 please.

21 (Whereupon, the following answer was read

22 back by the court reporter:

23 Answer: "I don't know. The other

24 things -- there is probably a whole list

25 of things that are stated here, which

1 they either did or did not do as per what

2 they needed to or were supposed to or

3 expected to.")

4 BY MR. LIONEL:

5 Q. You do know what a fiduciary relationship

6 is, don't you?

7 A. Not in legal terms. I know what it means

8 when I translate it into Hebrew, and from my

9 understanding of the Hebrew language, I can

10 understand what it means, but I do not understand the

11 legal standing of fiduciary responsibility.

12 Q. Didn't you just answer that they had a

13 fiduciary duty?

14 A. From what I'm reading here, according to

15 the analysis of my legal counsel, they failed their

16 fiduciary duty towards me.

17 Q. But you didn't say yourself, without the

18 legal counsel --

19 A. No, I don't have the capacity to

20 understand the legal standing in order to do so.

21 Q. And you don't understand good faith and

22 fair dealing concept?

23 A. I understand it only in the context of

24 translating it into Hebrew and relating to it in

25 general human relation terms, not in legal terms.

1 Q. Did Peter Eliades act in bad faith to you?

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

3 asking for a legal conclusion.

4 MR. LIONEL: That's not a legal

5 conclusion.

6 BY MR. LIONEL:

7 Q. Do you understand bad faith?

8 A. Yes, I understand bad faith.

9 Q. What is it?

10 MR. SIMONS: Hold on. Again, you're

11 asking for a legal conclusion. It's a defined issue

12 under Nevada law.

13 BY MR. LIONEL:

14 Q. What is bad faith?

15 A. Bad faith in terms of the Nevada law, I

16 have no idea.

17 Q. Nor do I. You tell me what bad faith is

18 in English.

19 MR. SIMONS: To the extent you're not

20 asking for a legal conclusion, go ahead and tell him

21 what you think.

22 THE WITNESS: If it is not regarding a

23 legal conclusion, then bad faith is not being honest

24 towards me in any of the dealings.

25 ///

1 BY MR. LIONEL:

2 Q. Did Peter Eliades act in bad faith to you?

3 MR. SIMONS: Same objection.

4 THE WITNESS: Same objection. But from

5 what I understand, again, not legally, he was

6 dishonest towards me.

7 BY MR. LIONEL:

8 Q. What did he do that was dishonest?

9 A. If I understand correctly from the

10 analysis of my legal counsel, him and Sig Rogich

11 together had kind of created a mechanism of law or

12 something that, over time, enabled them to act in a

13 way which pushed me away from my rights in the

14 company, in Eldorado Hills.

15 Q. And that's the bad faith?

16 A. That's part of it.

17 Q. What else is there?

18 A. Anything that is mentioned here in terms

19 of legal jargon, which I am not familiar with.

20 Q. How about Teld?

21 A. Same.

22 Q. Same?

23 A. Teld is Eliades. You asked about Eliades.

24 Whether it is Eliades through him personally or

25 Eliades through his company Teld, it's the same thing

1 for me, in this respect.

2 Q. What did he do to you? What did Teld do

3 to you?

4 A. First of all is what he didn't do to me.

5 Q. What he didn't do? What he didn't do?

6 A. It's also what he didn't do.

7 Q. Which is what?

8 A. Which is anything that my legal counsel is

9 saying that he didn't do or did.

10 Q. Anything else?

11 A. No.

12 Q. How about Sigmund Rogich?

13 A. Same.

14 Q. How about the Rogich Trust?

15 A. Same.

16 Q. 104, "Nanyah did repose in these

17 defendants a special confidence with respect to the

18 transaction involving its investment in Eldorado and

19 defendants were obligated to honor the special

20 confidence and confidentiality with due regard to

21 Nanyah's interest."

22 Did you repose a special confidence in

23 these defendants?

24 MR. SIMONS: Objection to the extent

25 you're asking a legal conclusion.

1 THE WITNESS: Again, it is a legal matter.

2 I cannot relate to it. I remember that I translated

3 the word reposed, but I don't remember now exactly in

4 Hebrew what it meant.

5 BY MR. LIONEL:

6 Q. Your daily dealings, is that in English or

7 in Hebrew?

8 A. In Hebrew primarily. But I do also a lot

9 in English. But English is not my mother tongue.

10 Q. I appreciate that.

11 A. I think for somebody whose English is not

12 his mother tongue, my English is not so bad. But

13 it's not as good as yours, obviously.

14 Q. Thank you.

15 A. And I've had less years to practice it,

16 too.

17 Q. I beg your pardon?

18 A. I had less years to practice it as well.

19 Q. A lot less.

20 A. I guess so.

21 Q. I think I need more on that. Tell me what

22 Sig -- you say, "Nanyah did repose in these

23 defendants a special confidence with respect to

24 transactions."

25 Tell me how you have reposed such a

1 special confidence in Mr. Rogich.  
 2 A. You would have to ask my lawyer.  
 3 Q. How about with respect to Teld?  
 4 A. You would have to ask my lawyer.  
 5 Q. How about Peter Eliades.  
 6 A. You would have to ask my lawyer.  
 7 Q. How about the Rogich Trust?  
 8 A. You would have to ask my attorney.  
 9 Q. That's the only answer you can give?  
 10 A. Apparently.  
 11 Q. 105, "The defendants breached the implied  
 12 covenant of good faith and fair dealing contained in  
 13 the agreements by engaging in misconduct that was  
 14 unfaithful for the purpose of the contractual  
 15 relationship and special relationship that existed  
 16 by, among other things," and it lists five or six  
 17 things.  
 18 Tell me about the misconduct.  
 19 A. My answer would be exactly the same as to  
 20 the previous article.  
 21 Q. Can you tell me specifically what the  
 22 misconduct was?  
 23 A. No.  
 24 Q. You cannot?  
 25 A. I cannot.

1 Q. Why not?  
 2 A. Because it's a legal matter. Misconduct  
 3 is a legal matter. It has a legal meaning in this  
 4 context, and I cannot relate to it because it is not  
 5 my proficiency.  
 6 Q. You know it's a legal matter in the  
 7 context of that paragraph?  
 8 A. I assume it is a legal matter.  
 9 Q. And for that reason, you won't respond to  
 10 my question?  
 11 A. And for that reason, I do not have the  
 12 capacity to respond.  
 13 Q. You do not have the capacity to say what  
 14 the misconduct was?  
 15 A. Correct.  
 16 MR. SIMONS: To the extent you're asking  
 17 for a legal conclusion, is what he's saying.  
 18 BY MR. LIONEL:  
 19 Q. 106 -- how about 107, damages?  
 20 A. I've answered that before.  
 21 Q. No. It's a different claim.  
 22 A. My answer --  
 23 Q. Same damages for everything?  
 24 A. Same answer.  
 25 Q. Same answer that you gave before?

1 A. Same answer as I gave before.  
 2 Q. Applies to all damages?  
 3 A. The damages are defined, to the best of my  
 4 understanding, by my legal counsel, who can assess  
 5 that.  
 6 Q. But the purpose of the deposition was not  
 7 to inquire of your legal counsel, it was to get your  
 8 information, what you knew.  
 9 A. Well, to the best of what I know, I told  
 10 you. What I don't know I will not tell you whether  
 11 you like it or not.  
 12 Q. Let's take 115, which -- and I'm going to  
 13 read it. "When the defendants' acts were performed,  
 14 they acted with oppression, fraud and malice and/or  
 15 with the willful, intentional and reckless disregard  
 16 of Nanyah's rights and interest and, therefore,  
 17 Nanyah is entitled to punitive damages in excess of  
 18 \$10,000."  
 19 What acts are you talking about?  
 20 A. Legal acts.  
 21 Q. Hmm?  
 22 MR. SIMONS: Objection to the extent  
 23 you're asking for a legal conclusion.  
 24 BY MR. LIONEL:  
 25 Q. I'm asking you what the acts were.

1 MR. SIMONS: Right. You're asking what  
 2 acts satisfied the legal requirements of the --  
 3 MR. LIONEL: No, I'm not.  
 4 BY MR. LIONEL:  
 5 Q. I'm asking you -- it says here, "When the  
 6 defendants' acts were performed." I'm asking you  
 7 what did they do?  
 8 MR. SIMONS: He already told you that.  
 9 MR. LIONEL: No, he didn't.  
 10 MR. SIMONS: Yeah, he told you. He's been  
 11 telling you that today. So to the extent you want to  
 12 try to --  
 13 MR. LIONEL: I'm on 115, Counsel. I'm on  
 14 115.  
 15 MR. SIMONS: What does that mean?  
 16 MR. LIONEL: The first time I've asked him  
 17 about a punitive damage claim.  
 18 MR. SIMONS: No, but you've asked him the  
 19 facts, and now you're trying to say I want new facts  
 20 that I haven't heard today in relation to the  
 21 punitive damages. So that's my objection.  
 22 MR. LIONEL: That's your objection. You  
 23 made it.  
 24 BY MR. LIONEL:  
 25 Q. What were the acts?

1 MR. SIMONS: Same objection.  
2 THE WITNESS: I don't know. They are  
3 illegal acts, and I'm not in the position to tell  
4 you.  
5 BY MR. LIONEL:  
6 Q. What are the illegal acts?  
7 A. Pardon?  
8 Q. What are illegal acts?  
9 A. Acts that were done not in accordance with  
10 what they should have done in a legal matter.  
11 Q. You don't know what the acts were?  
12 MR. SIMONS: That's not what he's  
13 testified. He's already asked and answered that.  
14 MR. LIONEL: Just make your objection,  
15 Counsel.  
16 MR. SIMONS: I did. Asked and answered.  
17 THE WITNESS: I cannot give an informed  
18 analysis of the legal aspect of what you're asking.  
19 BY MR. LIONEL:  
20 Q. I'm not --  
21 A. So I cannot answer it in the way that you  
22 would, perhaps, want me to. This is a matter that I  
23 need to refer you to my legal counsel.  
24 Q. As to what the acts were?  
25 A. As to anything that is written here.

1 Q. As to anything?  
2 A. As to anything that is written in this  
3 paragraph.  
4 Q. How about -- do you know what the word  
5 "oppression" is?  
6 A. I can translate it.  
7 Q. Translate it into Hebrew?  
8 A. Yes.  
9 Q. I didn't ask that. Do you know what it is  
10 in English?  
11 A. If I know what it is in English? I would  
12 know what it is in English if I would know what it is  
13 in Hebrew, provided it is not a legal term, and then  
14 I would not even know then.  
15 Q. You don't know what the English word  
16 "oppression" means?  
17 A. To oppress somebody, in general, I more or  
18 less know, but to be precise, I would need to  
19 translate it into Hebrew, which I probably have done  
20 at the time that I first read this.  
21 Q. Can you translate it back again from the  
22 Hebrew to the English?  
23 A. Probably.  
24 Q. Well, I'm asking you what the --  
25 A. But not in its legal standing, only in its

1 verbal standing.  
2 Q. Whatever that means. Explain that to me.  
3 A. Well, some terms may have a very wide  
4 legal connotation, but in way of speech, they mean  
5 something which is far lighter, smaller and less  
6 profound.  
7 Q. I think you indicated you understood what  
8 it means to oppress somebody, don't you?  
9 A. Yes, many of my people have been -- of the  
10 Jewish people have been oppressed, so in that  
11 context, I know what oppression is.  
12 Q. But this says "with oppression." Do you  
13 understand what fraud is?  
14 A. Yes.  
15 Q. Did any of these defendants commit fraud  
16 against you?  
17 MR. SIMONS: Objection to the extent  
18 you're asking for a legal conclusion.  
19 THE WITNESS: You have to ask my lawyer.  
20 My lawyer seems to think that they have.  
21 BY MR. LIONEL:  
22 Q. Do you know what fraud is in English, just  
23 plain fraud?  
24 A. What plain fraud in English is, yes, I  
25 more or less know, I think.

1 Q. What was the fraud here by the defendants?  
2 A. This is something that you would have to  
3 relate to my lawyer for.  
4 Q. You're unable to answer that?  
5 A. Correct. I'm not a legal counsel.  
6 Q. How about malice? Do you understand  
7 what --  
8 A. Same thing.  
9 Q. Same thing?  
10 A. Yes.  
11 Q. I would have to refer to your lawyer?  
12 A. Yes.  
13 Q. Because you're not able to answer it?  
14 A. Because I don't have the legal education  
15 to be able to answer that.  
16 Q. And that's the only reason?  
17 A. That's a good enough reason for me.  
18 Q. Let's go to the fourth claim.  
19 A. We are already on the fifth, so we go back  
20 to the fourth?  
21 Q. Yes. I guess we skipped it. We don't  
22 want to do that.  
23 A. What?  
24 Q. We don't want to do that, do we?  
25 A. Do what?

1 Q. Skip one of them.  
 2 A. Well, you can go back to any of them.  
 3 Q. Fourth claim, "Intentional interference  
 4 with contract," and it's against Sigmund Rogich,  
 5 Teld, Peter Eliades, Eliades Trust and Imitations.  
 6 Paragraph 110 says, "Nanyah was the  
 7 third-party beneficiary of the purchase agreement,  
 8 the membership agreements and the amended and  
 9 restated operating agreement."  
 10 You agree with that?  
 11 MR. SIMONS: Objection to the extent it's  
 12 asking for a legal conclusion.  
 13 MR. LIONEL: No, I'm not.  
 14 MR. SIMONS: Or are you agreeing that it  
 15 says what it says?  
 16 MR. LIONEL: Yeah. I'm agreeing with what  
 17 it says.  
 18 THE WITNESS: I don't know the legal  
 19 standing of what you're asking me.  
 20 MR. SIMONS: No, he just asked you -- what  
 21 he said, is that's what's contained in what he was  
 22 referring you to?  
 23 THE WITNESS: That's what's written.  
 24 BY MR. LIONEL:  
 25 Q. I'm asking you whether you agreed with it?

1 MR. SIMONS: Now you're asking for a legal  
 2 conclusion.  
 3 BY MR. LIONEL:  
 4 Q. Answer my question, please.  
 5 A. You're asking for a legal conclusion which  
 6 I'm not --  
 7 MR. SIMONS: I get to make the objection.  
 8 THE WITNESS: Okay.  
 9 MR. SIMONS: But to the best you can, to  
 10 the extent you're not trying to give a legal  
 11 conclusion or legal analysis, do what you can with  
 12 his question.  
 13 THE WITNESS: Okay. I think that Exhibit  
 14 2, for example, is one of the things that is  
 15 mentioned here, is saying explicitly that I have --  
 16 that I am the third-party beneficiary of this  
 17 purchase agreement, and that I have membership rights  
 18 or that there should be potential claims or  
 19 membership rights, et cetera, and these were not  
 20 properly registered.  
 21 BY MR. LIONEL:  
 22 Q. How about the membership agreements? Do  
 23 you know what that's referring to?  
 24 A. I do not at this time remember exactly  
 25 what are the membership agreements or the amended

1 restated operating agreements.  
 2 Q. You don't remember?  
 3 A. No.  
 4 Q. I'm going to read 111. "These  
 5 defendants" -- referring to Mr. Sig Rogich, Teld,  
 6 Peter Eliades, Eliades Trust and Imitations. "These  
 7 defendants were all aware of the foregoing agreements  
 8 specifically identifying Nanyah's membership interest  
 9 in Eldorado and the rights to receive such interest  
 10 from the Rogich Trust."  
 11 Do you agree with that?  
 12 A. Are they not signatory parties of Exhibit  
 13 2?  
 14 Q. I beg your pardon?  
 15 A. Are they not signatory parties of Exhibit  
 16 2?  
 17 Q. The answer to that is no. The only ones  
 18 that were signatories were -- I don't think so. I  
 19 won't mislead you, so let me look at it a little  
 20 longer. The answer to that is they were not. Okay?  
 21 I'll concede that.  
 22 A. Pardon?  
 23 Q. None of these defendants were parties to  
 24 that.  
 25 A. Okay. So?

1 Q. Number 12, "These defendants performed  
 2 intentional acts intended or designed to disrupt  
 3 Nanyah's contractual rights arising out of these  
 4 contracts."  
 5 A. This seems to be the view of my legal  
 6 counsel.  
 7 Q. How about your view?  
 8 A. I don't -- I don't have a view on legal  
 9 matters.  
 10 Q. How about nonlegal? You're not a lawyer.  
 11 A. Nonlegal are irrelevant. We are talking  
 12 legal matters here.  
 13 Q. Mr. Harlap, it is not irrelevant in this  
 14 case.  
 15 A. How come?  
 16 Q. Because I said so.  
 17 A. Well, that's not good enough for me. I'm  
 18 sorry.  
 19 MR. SIMONS: Let's do this. Maybe --  
 20 BY MR. LIONEL:  
 21 Q. I want to know -- it says, "These  
 22 defendants performed intentional acts intended or  
 23 designed to disrupt Nanyah's contractual rights  
 24 arising out of these contracts."  
 25 Did these defendants perform intentional

1 acts intended or designed to disrupt Nanyah's  
 2 contractual rights?  
 3 MR. SIMONS: I'm going to object to the  
 4 extent you're asking for a legal interpretation.  
 5 Notwithstanding that, he wants to hear  
 6 again what you think these guys did that was wrong.  
 7 THE WITNESS: I think that they failed to  
 8 either pay me back or to register my rights or to  
 9 have -- to make sure, in basic terms, not in legal  
 10 terms, but to make sure that I am given my full  
 11 rights of ownership and/or money plus interest and/or  
 12 registered rights and/or any other way in which I  
 13 would benefit most out of my investment in Eldorado  
 14 Hills.  
 15 BY MR. LIONEL:  
 16 Q. What did they do in that respect? It says  
 17 they "performed intentional acts." What --  
 18 A. Yes. To the best of my understanding,  
 19 they have created of a legal set of documents and/or  
 20 actions, transactions, that, at the end of the day,  
 21 attempted to rid me of my rights, basically, and not  
 22 pay me what they should have.  
 23 Q. Is that what you say are -- intentional  
 24 acts, doesn't that import something done  
 25 specifically?

1 MR. SIMONS: Objection. That's  
 2 argumentative.  
 3 THE WITNESS: Wasn't what I described  
 4 intentional enough?  
 5 BY MR. LIONEL:  
 6 Q. Have you seen these agreements that you're  
 7 talking about?  
 8 A. I have seen Exhibit 2.  
 9 Q. Exhibit 2.  
 10 A. At least. I may have seen the others as  
 11 well, but Exhibit 2 I've seen for sure.  
 12 Q. And that's an intentional act, Exhibit 2?  
 13 MR. SIMONS: That's not what he said.  
 14 Mischaracterizing his testimony.  
 15 MR. LIONEL: Just object, Counsel, please.  
 16 MR. SIMONS: I am.  
 17 THE WITNESS: What happened apparently  
 18 after the signing of Exhibit 2, the next stages of  
 19 this fraudulent operation was to rid me of my rights  
 20 completely. Exhibit 2 was stage one of this  
 21 operation or stage two, whatever, and then came other  
 22 steps that were taken by them, between them, not  
 23 consulting me, not giving me any rights to  
 24 participate, take over, have any even comment.  
 25 ///

1 BY MR. LIONEL:  
 2 Q. Why didn't you sue for the rights that  
 3 came out of there, out of Exhibit 2?  
 4 A. Am I not suing now?  
 5 Q. Well, under Exhibit 2.  
 6 A. I am suing under whatever my legal counsel  
 7 thinks that I can sue.  
 8 Q. Fine. 113, "Based upon these defendants'  
 9 actions, actual disruption of the contracts  
 10 occurred."  
 11 Tell me about the "actual disruption."  
 12 A. I cannot tell you about the actual  
 13 disruptions as much as they are legal matters.  
 14 Q. The disruptions are legal matters?  
 15 A. If disruptions have a legal connotation in  
 16 this regard, then I cannot relate to the legal  
 17 connotation.  
 18 Q. Is that your total answer, that's a  
 19 disruption?  
 20 A. That's my answer.  
 21 Q. You understand the word "disruption,"  
 22 don't you?  
 23 A. Yes. I think so.  
 24 Q. And that's the extent of what you know  
 25 about the disruption?

1 A. There is probably a legal meaning to this  
 2 disruption, and I cannot relate to it.  
 3 Q. We've come to the fifth claim. 117, "The  
 4 Eliades Trust has obtained Rogich Trust's interest in  
 5 Eldorado, which interest was subject to Nanyah's  
 6 ownership interest in Eldorado. At all times the  
 7 Eliades Trust was fully aware of Nanyah's ownership  
 8 interest in Eldorado."  
 9 Now, you say the Rogich Trust interest was  
 10 subject to Nanyah's ownership interest in Eldorado.  
 11 Would you explain that, if you can?  
 12 A. I can explain it as per Exhibit 2.  
 13 Exhibit 2 says that I am a potential claimant, and as  
 14 far as I understand, even that agreement alone states  
 15 my interest -- Nanyah's ownership interest. There  
 16 might have been other ways of establishing such  
 17 reasons for my claim as well.  
 18 Q. Did that establish the claims?  
 19 A. It's establishing the rights.  
 20 Q. Your rights to the claims?  
 21 A. The rights to the interest.  
 22 Q. To the interest. Is that it? And what  
 23 happened to the interest?  
 24 A. What happened to the interest?  
 25 Q. Yes. After that.

1 A. To the best of my understanding, it was  
2 unlawfully and illegally and fraudulently taken away  
3 from me.  
4 Q. How was it taken away?  
5 A. By means of some exchange of legal  
6 transactions between Rogich, Rogich Trust, Teld,  
7 whoever else is mentioned there, in which they have  
8 shaken me off -- tried to shake me off their tail.  
9 Q. Did that take your legal rights away that  
10 you had under two?  
11 A. It attempted to take my ownership rights,  
12 the legal rights I am claiming now through the legal  
13 proceedings.  
14 Q. Based on what?  
15 A. Based on what my legal counsel thinks that  
16 I am entitled to.  
17 Q. Based on what?  
18 A. Based on what my legal --  
19 Q. What agreements?  
20 MR. SIMONS: Objection.  
21 THE WITNESS: Whatever agreements exist in  
22 this respect.  
23 BY MR. LIONEL:  
24 Q. But you can't tell me which agreements?  
25 MR. SIMONS: Asked and answered. Now it's

1 argumentative. Mischaracterizing testimony.  
2 BY MR. LIONEL:  
3 Q. I need an answer.  
4 A. The answer is that any agreements that my  
5 legal counsel see as relevant to this matter.  
6 Q. Do you know of any such contracts?  
7 MR. SIMONS: Asked and answered.  
8 THE WITNESS: I do not have the legal  
9 capacity to answer more than tell you that if my  
10 legal counsel thinks that the paperwork that he has  
11 copies of are providing it to us, then they do.  
12 MR. SIMONS: Can we take a moment?  
13 MR. LIONEL: Sure.  
14 (Whereupon, a recess was had.)  
15 BY MR. LIONEL:  
16 Q. Look at the fifth claim, Mr. Harlap.  
17 Paragraph 117 says, "At all times the Eliades Trust  
18 was fully aware of Nanyah's ownership interest in  
19 Eldorado."  
20 How do you know that?  
21 A. I assume through the paperwork that my  
22 legal counsel has managed to lay his hands on.  
23 Q. Have you seen any of that paperwork?  
24 A. I may have. I don't recall.  
25 Q. And that's the only way you would know?

1 A. Other than reading all of this and seeing  
2 whether I related to it as if I've seen it, then the  
3 answer would be yes.  
4 MR. SIMONS: And were you referring to  
5 Exhibit 5?  
6 THE WITNESS: Yes.  
7 BY MR. LIONEL:  
8 Q. Let's look at 118. "The Eliades Trust,  
9 working cooperatively with the other named  
10 defendants, assisted Rogich Trust in the transfer of  
11 its full membership interest in Eldorado to the  
12 Eliades Trust for the purpose of not honoring the  
13 obligations owed to Nanyah."  
14 What did the Eliades Trust do to assist  
15 the Rogich Trust?  
16 A. Whatever is claimed by my legal counsel.  
17 Q. How about claims of yours?  
18 A. My claims are being brought up through my  
19 legal counsel.  
20 Q. Aside from that, you have no claims?  
21 MR. SIMONS: Objection. Mischaracterizes  
22 the evidence in this case already.  
23 MR. LIONEL: Will you read the question,  
24 Miss Reporter.  
25 (Whereupon, the following question was

1 read back by the court reporter:  
2 Question: "Aside from that, you have no  
3 claims"?  
4 THE WITNESS: I have other claims as per  
5 the ones that are set forth in these documents and/or  
6 any other documents that my lawyer has submitted to  
7 the court.  
8 BY MR. LIONEL:  
9 Q. Well, you say here that the Eliades Trust  
10 assisted Rogich Trust, and I want to know what it  
11 did. There's nothing legal about that.  
12 A. There is a lot of --  
13 Q. Either it did or did not.  
14 A. There is plenty illegal about it. Nothing  
15 legal about that. I agree with you on that. Plenty  
16 of illegal.  
17 Q. What did it do? What did the Eliades  
18 Trust do?  
19 A. In legal terms, you would have to refer to  
20 my legal counsel.  
21 Q. I don't want it in legal terms. I want it  
22 in normal general terms.  
23 A. In general terms, and as much as it is  
24 taking into consideration that I'm not presuming to  
25 be able to answer legally, I think that they have

1 together set up a scheme in which gradually within  
2 certain transactions, they would defy me of my rights  
3 by giving a loan that was not repaid or by  
4 transferring at no cost or at the minimum cost and  
5 buying something else in return and whatever other  
6 way they have done it. The bottom line is that they  
7 have taken several steps and actions to defy me of my  
8 rights.

9 Q. Who are you talking about now?

10 A. I'm talking about Sig Rogich and Eliades,  
11 Teld, any of the defendants in this case.

12 Q. I'm only interested now in what the  
13 Eliades Trust you say did. And I don't want your --  
14 I prefer not to have your imagination.

15 MR. SIMONS: Objection.

16 BY MR. LIONEL:

17 Q. If you know it, you either know it or you  
18 don't know it.

19 MR. SIMONS: It's not imagination. He's  
20 tell you what he's aware of. Don't start getting  
21 argumentative with the witness.

22 MR. LIONEL: That's not true, Counsel. He  
23 talked about making loans, doing this and doing that.

24 MR. SIMONS: And all that's true. That's  
25 not imagination.

1 MR. LIONEL: That's imagination.

2 MR. SIMONS: Really?

3 MR. LIONEL: Surely.

4 MR. SIMONS: The loan that you guys  
5 haven't produced, that's imagination?

6 MR. LIONEL: What loan are you talking  
7 about?

8 MR. SIMONS: If you don't know the  
9 evidence, I'm not going to teach it.

10 BY MR. LIONEL:

11 Q. I'm going to try once more.

12 A. You can try many times more.

13 Q. Fine. "At all times the Eliades Trust was  
14 fully aware of Nanyah's ownership interest in  
15 Eldorado."

16 How do you know the trust was aware of  
17 Nanyah's ownership interest in Eldorado?

18 A. Based on the paperwork that was produced,  
19 my legal counsel came to the conclusion that they  
20 knew.

21 Q. Tell me what Nanyah's interest in Eldorado  
22 was.

23 MR. SIMONS: Asked and answered.

24 THE WITNESS: Yeah. A hundred times  
25 already, but --

1 BY MR. LIONEL:

2 Q. Once more for me.

3 MR. SIMONS: Why? What does it matter?

4 BY MR. LIONEL:

5 Q. Please.

6 A. Nanyah's rights were 1.5 million of  
7 investment back to whenever it was invested that was  
8 supposed to be converted into equity or anything else  
9 also, but not only as referred to in Exhibit 2.

10 BY MR. LIONEL:

11 Q. What's it got to do with the Eliades Trust  
12 being aware of Nanyah's ownership interest?

13 MR. SIMONS: That has nothing to do --  
14 you're jumping --

15 THE WITNESS: As far as I understand,  
16 either through that paper or other papers that I do  
17 not recall right now, Eliades was fully aware. Teld,  
18 Eliades, all of them were fully aware that there is a  
19 potential claimant called Nanyah Vegas that might pop  
20 out of the blue sometime and stand on his rights.

21 BY MR. LIONEL:

22 Q. That's not my question. I'm going to try  
23 it again.

24 A. That's my answer.

25 Q. "At all times the Eliades Trust was fully

1 aware of Nanyah's ownership interest."

2 And I'm asking you, how do you know that?

3 MR. SIMONS: Asked and answered. He's  
4 already told you it's in the documents. Why do we  
5 keep doing this, Sam? Why do we keep going over the  
6 question?

7 THE WITNESS: As far as I understand, it  
8 is all in the documents.

9 BY MR. LIONEL:

10 Q. That's your lawyer's answer.

11 A. No. This is my answer.

12 MR. SIMONS: Excuse me. Now this is being  
13 harassing.

14 MR. LIONEL: I'm not harassing.

15 MR. SIMONS: Absolutely. You keep asking  
16 the same question over and over and over.

17 MR. LIONEL: Because the witness is a  
18 little difficult.

19 MR. SIMONS: No, the witness is just  
20 telling you. You've heard the same answer, different  
21 versions. So if we can move this along, that would  
22 be great.

23 MR. LIONEL: Consistently difficult.

24 MR. SIMONS: The client's difficult?  
25 Absolutely not. He's telling you.



1 BY MR. LIONEL:  
2 Q. Fine. Now let's go to the sixth claim for  
3 relief, paragraph 121. Do you know what a conspiracy  
4 is?  
5 MR. SIMONS: Objection to the extent  
6 you're asking for a legal conclusion.  
7 Absent that, go ahead and --  
8 THE WITNESS: Exactly. As far as legal  
9 standing of a conspiracy, I would not relate. In  
10 general language terms, yes.  
11 BY MR. LIONEL:  
12 Q. What is it?  
13 A. It is an act of one or more people -- more  
14 people usually, to my understanding, to do something  
15 to a third party, usually in a bad connotation.  
16 Q. Very good definition, and you didn't have  
17 to go back to Hebrew. Now, which defendants  
18 conspired?  
19 MR. SIMONS: Objection.  
20 THE WITNESS: In relation to legal --  
21 MR. SIMONS: Sorry. I have to just keep  
22 this on the record. Objection to the extent it asks  
23 for a legal conclusion.  
24 BY MR. LIONEL:  
25 Q. I'm not asking for a legal conclusion.

1 do not forget that this is a legal matter. And when  
2 it is a legal matter, I have to rely on my legal  
3 counsel.  
4 Q. I'm asking you, you know what a conspiracy  
5 is?  
6 A. And I told you --  
7 Q. And I've asked you --  
8 A. And you gave me even some compliments  
9 after I answered that.  
10 Q. You're entitled to it.  
11 A. Thank you.  
12 Q. Now, you're talking now about Mr. Eliades,  
13 and I asked you what you're saying, they all  
14 conspired. I'm asking you what he did.  
15 A. I --  
16 MR. SIMONS: Just so the record's clear,  
17 the client -- the witness put his hand on the stack  
18 of exhibits in front of him, which includes all the  
19 documents and some of the contracts and interrogatory  
20 answers, and he said it's all in here. You said I  
21 don't want to hear in here. And you want to say what  
22 else. Just so the record is clear. Go ahead.  
23 THE WITNESS: To the best of my  
24 understanding, Mr. Eliades was fully aware of the  
25 whole turn of events that led to the deal between him

1 I'm doing it based upon what you just gave me as your  
2 generalized definition of a conspiracy.  
3 A. On the legal side, I can't answer. On the  
4 nonlegal side, I can say that all of them conspired.  
5 Q. What did Mr. Rogich do?  
6 MR. SIMONS: Asked and answered.  
7 THE WITNESS: Asked, answered, plural  
8 times.  
9 BY MR. LIONEL:  
10 Q. As a conspirator?  
11 A. Of course.  
12 Q. How about any of the other defendants, did  
13 they all act -- take it back.  
14 Let's try Mr. Eliades, what did he do?  
15 MR. SIMONS: Asked and answered.  
16 THE WITNESS: Whatever is said in this  
17 paperwork, defines what he did or he didn't do.  
18 BY MR. LIONEL:  
19 Q. I'm asking you, not the paperwork.  
20 A. Whatever I have to say is projected in the  
21 paperwork.  
22 Q. Let's forget the paperwork for a minute  
23 and you tell me what he did.  
24 A. If we forget the paperwork, we have to  
25 forget the fact that this is a legal matter, and we

1 and Mr. Rogich. He knew exactly how it all evolved,  
2 and he knew very well that there was a potential  
3 claimant, Nanyah Vegas, for a historical  
4 \$1.5 million.  
5 By knowing that, he was part of the  
6 conspiracy. This is not in a legal way. This is in  
7 a general understanding of a nonlegal person.  
8 BY MR. LIONEL:  
9 Q. You're telling me or you're testifying as  
10 to what he knew. I'm asking you what he did in  
11 furtherance of the conspiracy.  
12 A. By the fact, to my understanding, again,  
13 not legal, that he participated in this scam by  
14 taking the ownership and depriving me of my due share  
15 of the ownership. He conspired and he was fraudulent  
16 towards me. This is what I think.  
17 Q. You told me he took the ownership. Is  
18 that what he did as part of the conspiracy?  
19 A. He was given basically the ownership, to  
20 my understanding. He was handed it on a silver  
21 platter and in return, he got something and he gave  
22 something else.  
23 Q. What did he give?  
24 A. To the best of my understanding -- and  
25 again, this is not a legal answer -- to the best of

1 my understanding, he gave the Rogich Trust or Sig  
 2 Rogich and/or others that are related, interest in a  
 3 different plot of land somewhere else in this area  
 4 for --  
 5 Q. Is that your answer?  
 6 A. This is the nonlegal answer.  
 7 Q. But what has that got to do with what  
 8 Mr. Eliades did?  
 9 MR. SIMONS: That's asked and answered.  
 10 If you don't follow it, that's not the client's  
 11 fault.  
 12 BY MR. LIONEL:  
 13 Q. Is that the best you can give me?  
 14 A. Yes.  
 15 Q. Are you sure it's the best?  
 16 MR. SIMONS: You don't need much more.  
 17 BY MR. LIONEL:  
 18 Q. Has the land which Eldorado had -- strike  
 19 that.  
 20 Eldorado owned land. Was that land sold?  
 21 A. The rights, to my understanding, again  
 22 it's not legal, but to my understanding, the rights  
 23 to Eldorado were sold, not necessarily to the land.  
 24 But I am not 100 percent sure.  
 25 Q. That the --

1 A. The ownership rights of Eldorado Hills, if  
 2 I remember correctly, but I may not remember  
 3 correctly, the ownership rights of Eldorado Hills  
 4 were transferred. I don't know if it was the  
 5 Eldorado Hills ownership or their right in that  
 6 specific land.  
 7 Q. Transferred to who?  
 8 A. To Teld, if I remember correctly, or  
 9 whoever else was there or Eliades or --  
 10 Q. Has there ever been any distributions by  
 11 Eldorado?  
 12 A. I don't know. I didn't get any. So far.  
 13 I intend to. Big ones. Soonest.  
 14 Q. Let's go to the 7th claim. Tell me in  
 15 your nonlegal way why the transfer of the property in  
 16 2012 was fraudulent.  
 17 A. As much as the property itself was  
 18 transferred, it was transferred at the value that did  
 19 not correspond its real value, nor did it take into  
 20 consideration my interest or any of my potential  
 21 claims for interest in that property or in that  
 22 company.  
 23 Q. What do you know about the value of the  
 24 property?  
 25 A. I know -- I know that it is for sure not

1 worth nothing, which is exactly what I got so far for  
 2 it. I also know that as a potential claimant, I have  
 3 never been approached to offer me that sweet deal,  
 4 which I would have had it been me sitting in Sig  
 5 Rogich's seat, and I'm sure you will, too.  
 6 Q. What was the value of the property, as far  
 7 as you know?  
 8 A. More than zero.  
 9 Q. Hmm?  
 10 A. More than zero.  
 11 Q. How much more?  
 12 A. I do not know, and I don't think that it  
 13 is relevant at this point in time. What is relevant  
 14 is my shared interest and my potential claim for  
 15 \$1.5 million in 2006, '7, whatever, or '8 terms.  
 16 Q. Paragraph 126, "The transfer was performed  
 17 with actual intent to hinder, delay or defraud Nanyah  
 18 so that Nanyah would be deprived of its interest in  
 19 Eldorado."  
 20 A. Yeah. One of the other --  
 21 MR. SIMONS: Hold on. Hold on. He didn't  
 22 clarify.  
 23 THE WITNESS: He didn't ask a question.  
 24 MR. SIMONS: To the extent it was seeking  
 25 a legal conclusion, I'm objecting. If nonlegal, go

1 ahead.  
 2 THE WITNESS: He didn't ask the question  
 3 yet. He just read. What's the question?  
 4 BY MR. LIONEL:  
 5 Q. Read the request back, please, Miss  
 6 Reporter.  
 7 (Whereupon, the record was read back  
 8 by the court reporter.)  
 9  
 10 BY MR. LIONEL:  
 11 Q. What do you know about the transfer and  
 12 that it was with actual intent to hinder, delay or  
 13 defraud Nanyah?  
 14 A. A nonlegal answer to that would be that,  
 15 to the best of my understanding, in order to push me  
 16 out of the deal and take away my rights, there was a  
 17 deal structured in which the rights were transferred,  
 18 supposedly without showing value, to which I would  
 19 potential -- potentially have an interest in. But  
 20 that was the attempt, which failed.  
 21 Q. Well, why does it show that it was  
 22 performed with actual intent to hinder, delay, or  
 23 defraud Nanyah?  
 24 A. I do not have any other good explanation  
 25 for that, other than that, nor would anybody else

1 have.  
2 Q. Do you know when this property was  
3 transferred?  
4 A. I do not recall.  
5 Q. Did you know at one time?  
6 A. Only in retrospect.  
7 Q. How did you find out about it?  
8 A. I don't remember. Whether it was Carlos  
9 or Jacob Feingold or probably -- probably one of  
10 them.  
11 Q. But you don't know when it was?  
12 A. No.  
13 Q. Do you know what year it was?  
14 A. No.  
15 Q. Do you know what month it was?  
16 A. No.  
17 Q. Do you know what day it was?  
18 A. No.  
19 Q. You have no knowledge at all of when it  
20 occurred?  
21 A. No. No, I don't.  
22 Q. Or when you found out about it, you don't  
23 know?  
24 A. I do not recall exactly when I found out  
25 about it, no.

1 Q. You don't even know the year?  
2 A. No.  
3 Q. At the time the property was transferred,  
4 do you know whether the Rogich Trust or Mr. Rogich  
5 had any debts?  
6 A. I have no idea, unless it is written here  
7 and I was informed, but I do not have any idea as we  
8 speak now. I do not recollect.  
9 Q. Do you know what the Eliades and Rogich  
10 Trust relationship is?  
11 A. No. Not that I know right offhand, no.  
12 Q. Well, how about -- what do you mean  
13 "offhand"?  
14 A. I don't remember. If it is written  
15 anywhere in the paperwork that is in front of me,  
16 then I would have known at some point. As we speak  
17 now and you are asking me, the answer is no.  
18 Q. You don't know?  
19 A. I don't know.  
20 Q. Of any relationship?  
21 A. I don't remember of any relationship.  
22 Q. You have no knowledge?  
23 A. I have no recollection.  
24 Q. At the time the transfer was made, was the  
25 interest, the membership interest in Eldorado

1 transferred to the Eliades Trust?  
2 A. I do not know.  
3 Q. What was transferred? Do you know what  
4 was transferred?  
5 A. I do not remember, but either the property  
6 itself or the rights or the company. I do not know.  
7 I think I answered that before also.  
8 Q. At the time of the transfer, whatever was  
9 transferred, were you informed of it?  
10 A. Not immediately, to the best of my  
11 recollection.  
12 Q. What do you mean by "immediately"?  
13 A. I mean, I would have expected Sig Rogich  
14 who took upon himself in the Exhibit 2 in 2008, the  
15 fact that he knows that I am a potential claimant and  
16 that I have some rights, et cetera, et cetera, I  
17 would have expected him at the time when he was  
18 planning to do this transfer of ownership, to  
19 approach me, directly or through Carlos Huerta, who,  
20 to my understanding, repeatedly tried to reach him,  
21 and -- but this may have been later. I don't know.  
22 Q. Who tried to reach him repeatedly, you?  
23 A. Carlos. Not me, no.  
24 Q. Hmm?  
25 A. I never tried to reach him. Carlos tried

1 to reach him, to the best of my understanding, later.  
2 Q. So how did you learn that?  
3 A. From Carlos. And I would have approached  
4 me, found me, approached me, and would offer me the  
5 deal or would explain to me what they plan to do, why  
6 they plan to do, the current situation, and  
7 presenting me with the opportunity, perhaps I wanted  
8 to take it over.  
9 It's a phone call away. It's not easy --  
10 it's not difficult. It's just, you know, a phone  
11 call away to Carlos. Listen, Carlos, we are about to  
12 do something which, in our view, will make your  
13 friends of Nanyah Vegas get nothing. So before we do  
14 that, can you please put us in touch with him so that  
15 we make sure that he understands that this is the  
16 case and that he agrees to that, or else he comes up  
17 with money or he takes himself ownership or he takes  
18 liability or whatever he takes, in order to sort out  
19 this mess. They never did that.  
20 Q. Did it Carlos tell you that --  
21 A. That they never did that.  
22 Q. -- that the property was transferred or  
23 something was transferred?  
24 A. At some point later on I learned, I think  
25 either through Jacob or Carlos, that something has

1 happened there, yeah.  
 2 Q. Something has happened? What does that  
 3 mean?  
 4 A. Either the company was transferred or the  
 5 rights of the property were transferred, et cetera.  
 6 Q. And you don't know when this was?  
 7 A. No.  
 8 Q. Do you know whether at the time this  
 9 transfer was made that the Rogich Trust had assets?  
 10 A. I have no idea.  
 11 Q. You have no knowledge at all?  
 12 A. No.  
 13 Q. Do you know what business the Rogich Trust  
 14 was in?  
 15 A. The Rogich Trust, I don't know  
 16 specifically. I know that Mr. Rogich is PR,  
 17 advertising, whatever, lobbyist, et cetera, et  
 18 cetera, in here.  
 19 Q. And he's still in the same business as far  
 20 as you know?  
 21 A. To the best of my understanding, and my  
 22 understanding is valid to last year when we met, he's  
 23 still in the same business, and only what I have  
 24 learned from his friend whom he sent to me.  
 25 Q. Are you talking about Jacob?

1 justiciable controversy between Nanyah and the named  
 2 defendant regarding Nanyah's rights and obligations  
 3 with respect to its investment in Eldorado."  
 4 What was the controversy?  
 5 A. First, I don't know what is a declaratory  
 6 relief.  
 7 Q. Isn't there a comparable provision under  
 8 Israeli law? You don't know what it is?  
 9 A. I don't know what it is or maybe I do, but  
 10 not in its legal terms. I don't know what it means.  
 11 Q. In Israel, doesn't a person have a right  
 12 to go into court for determination of his rights  
 13 against somebody else?  
 14 A. Yes.  
 15 Q. And that's called what?  
 16 A. Basic individual rights because we don't  
 17 have a constitution. So it's based on the individual  
 18 rights of anybody to defend himself and to claim from  
 19 the other at court.  
 20 Q. That's because they had a controversy with  
 21 one another, and this was to find out what the  
 22 true -- what they were entitled to or something of  
 23 that nature?  
 24 A. Yeah.  
 25 Q. Well, let's call this -- this says you had

1 A. No. There was this person who initiated  
 2 the meeting last year. Not initiated, he was the  
 3 gopher and he's the guy that's the janitorial  
 4 equipment guy who Sig Rogich is a partner with or the  
 5 Rogich Trust or whoever it is.  
 6 Anyway, he approached me on behalf of Sig  
 7 Rogich, and according to him, because Sig asked him  
 8 to.  
 9 Q. That's what he said?  
 10 A. That's what he said, and that's what he  
 11 also said, to the best of my recollection, when he  
 12 made -- remade this presentation here at the office  
 13 with Sig.  
 14 Q. What was the purpose of the presentation?  
 15 A. To try and come to some terms,  
 16 understanding, and hopefully solve the dispute  
 17 between us.  
 18 Q. And settle them?  
 19 A. And solve the dispute, whether by  
 20 settlement or by me giving up or by whatever way they  
 21 thought that they would.  
 22 Q. For the record, I move to strike that  
 23 testimony.  
 24 Now, you have -- let's go to the 8th  
 25 claim. Paragraph 132, "There exists a current

1 -- "There is a current justiciable controversy  
 2 between Nanyah and the named defendants."  
 3 And I'm not asking for a legal term. What  
 4 was the controversy between Nanyah and any of the  
 5 defendants?  
 6 A. The controversy is, to my understanding,  
 7 the fact that I was deprived of my rights and my  
 8 potential claims in Eldorado Hills or the property  
 9 underlying there, without even giving me the  
 10 opportunity ever to step in, to purchase, to take. I  
 11 was known to be informed that any of this was  
 12 happening or going to happen or happened.  
 13 Q. When did this controversy arise?  
 14 A. When I realized, unfortunately, at a  
 15 rather late stage that all this has happened. When I  
 16 learned, primarily through Carlos and Jacob and/or  
 17 Jacob, that the historical first act, which is  
 18 described in Exhibit 2, took a step further, I think  
 19 it is in 2012, when it suddenly and astonishingly  
 20 came to the knowledge of Jacob and/or Carlos that I  
 21 am deprived of my rights, which they have -- or  
 22 Carlos has tried his best to assert.  
 23 Q. But since 2008, it never occurred to you?  
 24 A. To be honest, no. I was not aware of the  
 25 proceedings or what was going on, and I was dealing

1 with more important stuff that I had to deal with in  
2 closer vicinity to where I resided. And this was  
3 very far and not of major financial impact on me at  
4 the time.

5 And so like I trusted Jacob and Carlos  
6 when I initially made -- without much research the  
7 initial investment, I trusted them that they would  
8 follow it up accordingly.

9 Q. And you relied on them?

10 A. I relied on them and on the fact that  
11 hopefully -- and the fact they did their dealings  
12 with an honorable person, which unfortunately later I  
13 found out it was not the case.

14 Q. Was there a dishonorable person?

15 A. I am afraid so.

16 Q. Who are you talking about?

17 A. Sig Rogich at least.

18 Q. Did you have a copy -- when is the first  
19 time you saw Exhibit 2?

20 A. I don't remember.

21 Q. Hmm?

22 A. I don't remember.

23 Q. You have a copy of it?

24 A. If I have a copy, if it is among the  
25 papers that were given to me to read before the

1 submission to court, then yes.

2 Q. What do you mean, before the  
3 interrogatories?

4 A. Yeah. Before --

5 Q. Is that the first time you saw it?

6 A. I think so, but I'm not sure.

7 Q. You're not sure?

8 A. I'm not sure.

9 Q. You could have seen it back a long time  
10 before?

11 A. I don't think so. I don't think so but it  
12 might have, but I don't think so. I don't recall it.

13 Q. You don't recall?

14 A. No.

15 Q. And you have no recollection back in 2008  
16 of seeing Exhibit 2?

17 A. I might have, I might have not. I don't  
18 recall. This is almost ten years back.

19 Q. But you told me that Carlos said you were  
20 going to get your money, right, that he worked out a  
21 deal?

22 A. Something like that.

23 Q. And you didn't ask him for the papers or  
24 anything like that?

25 A. I did not remember that I asked him for

1 any papers, but I also did not ask him for papers  
2 when I did the initial investment. So this is no  
3 surprise. Because for me, he took the paperwork, and  
4 I would perhaps have thought that if there is  
5 paperwork, it's paperwork that is relating to my tax  
6 obligations in Nevada or in United States, and this  
7 he would then transfer to the accountant.

8 Q. Did Carlos deal with your accountant?

9 A. He introduced me to this accountant and  
10 here and there he might have, on my request, done  
11 something in this respect because I don't --

12 Q. I mean your accountant in Israel?

13 A. No, no, no. Nothing to do with my  
14 accountant in Israel.

15 Q. Did you see Jacob with regularity over the  
16 years?

17 A. There were years I saw him a bit less  
18 because he was more often here and very little in  
19 Israel, and we do not live in the same city anymore.  
20 So I didn't see him that often, but here and there I  
21 did. I saw his wife more often.

22 Q. Tell me again who your controversy is  
23 with, which defendant or defendants?

24 A. I think, to the best of my understanding,  
25 with all of them, with Sig Rogich, with the Rogich

1 Trust, with Eliades, with Teld and anybody else who  
2 is mentioned there.

3 Q. And that controversy is what? Clarify it  
4 for me, please.

5 A. Again?

6 Q. Yes.

7 MR. SIMONS: Objection. Asked and  
8 answered.

9 THE WITNESS: The controversy, to the best  
10 of my nonlegal understanding, is about my rights in  
11 the Eldorado Hills project, in the underlying asset,  
12 and in the process in which they have deprived me of  
13 or attempted to deprive me of my rights based on my  
14 1.5 million historical investment.

15 BY MR. LIONEL:

16 Q. And what documentation do you have with  
17 respect to your rights for the \$1.5 million?

18 MR. SIMONS: Now this one literally has  
19 been asked ten times.

20 MR. LIONEL: I am entitled to this  
21 question.

22 MR. SIMONS: Asked and answered. Come on.  
23 You're asking the same thing.

24 BY MR. LIONEL:

25 Q. I want an answer.

1 MR. SIMONS: We all know it.  
 2 THE WITNESS: Any paper that is mentioned  
 3 here or any other form that my lawyers have managed  
 4 to find in respect to this whole investment and  
 5 procedures that have given them the conclusion that  
 6 there is a controversy here, and that I have rights.  
 7 BY MR. LIONEL:  
 8 Q. But you can't point me to any documents?  
 9 MR. SIMONS: He already has. He told you.  
 10 BY MR. LIONEL:  
 11 Q. Which documents?  
 12 MR. SIMONS: Asked and answered.  
 13 MR. LIONEL: You tell me the answer.  
 14 Which documents?  
 15 MR. SIMONS: When we went over the  
 16 agreements. He said Exhibit 2. He told you that  
 17 earlier. You went through this earlier today. He  
 18 says, look, my interest is right there. It's called  
 19 out for. I mean --  
 20 BY MR. LIONEL:  
 21 Q. Do you hear your lawyer's answer? Do you  
 22 agree with that?  
 23 A. Yes.  
 24 Q. That's document -- it's number 2. How  
 25 about the others?

1 A. May be there, too. I don't know.  
 2 Q. But you do know about 2?  
 3 A. Two is the one paper that I remember more  
 4 vividly, yes.  
 5 Q. You remember it from originally when you  
 6 got it?  
 7 A. From seeing it in the past. Whether it  
 8 was in the recent past or far past, I do not recall.  
 9 Q. Or in 2008?  
 10 A. I don't remember whether it was just after  
 11 or at some point later on.  
 12 Q. Sure. And as I read this, you want the  
 13 court to look at the documents and say what your  
 14 rights are?  
 15 A. Yeah.  
 16 Q. You think the court's going to do that?  
 17 A. I think that we will wait and see.  
 18 Q. You're going to give them the documents  
 19 and say, Judge, tell me what my rights are?  
 20 A. They will probably call me, call you, call  
 21 your friends, have my legal counsel ask them a couple  
 22 of questions. Maybe I'll even have the pleasure of  
 23 having some more hours viewing this beautiful lady.  
 24 MR. SIMONS: Make sure you get that on the  
 25 record is what she's saying.

1 BY MR. LIONEL:  
 2 Q. Let's look at the 9th claim, or I should  
 3 proceed it by saying, moving right along. 137, "The  
 4 terms of the various contracts are clear, definite  
 5 and certain."  
 6 Is that you or your lawyer?  
 7 MR. SIMONS: That's me.  
 8 BY MR. LIONEL:  
 9 Q. Do you understand what specific  
 10 performance is?  
 11 A. Absolutely not.  
 12 Q. I'm sure you have this in Israel. A and B  
 13 enter into a contract. One owns the land, and the  
 14 contract says you're going to sell it for so much  
 15 money, and he won't come up with it, and one sues the  
 16 other to get the land or get the money. You have  
 17 that don't you in Israel?  
 18 A. We do.  
 19 Q. What do you call it?  
 20 A. Contract.  
 21 Q. Contract. Okay.  
 22 A. Agreement.  
 23 Q. This is a contract, right, that we're  
 24 talking about here in the 9th claim?  
 25 MR. SIMONS: Objection to the extent it

1 asks for a legal conclusion. He doesn't know what  
 2 this claim is.  
 3 THE WITNESS: I don't know.  
 4 BY MR. LIONEL:  
 5 Q. You don't know.  
 6 It says, "Nanyah's entitled to specific  
 7 performance of the purchase agreement."  
 8 Are you entitled to -- do you know what  
 9 that means?  
 10 A. If that's what it says, it's probably  
 11 right, and I have full confidence in my legal counsel  
 12 that he knows what to write.  
 13 Q. In your lawyer.  
 14 And it says that, "These agreements vest  
 15 you with a membership interest in Eldorado."  
 16 What do these documents have to do with  
 17 your membership?  
 18 A. I don't know.  
 19 Q. You don't know.  
 20 MR. LIONEL: That's it.  
 21 (Whereupon, the deposition was concluded at  
 22 3:17 p.m. this date.)  
 23 \* \* \* \* \*  
 24  
 25

## 1 CERTIFICATE OF REPORTER

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

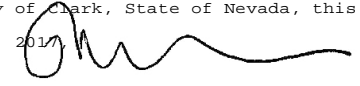
4 I, Monice K. Campbell, a Certified Court Reporter  
5 licensed by the State of Nevada, do hereby certify:

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

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

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

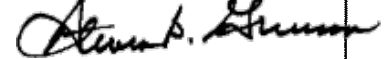
1 IN WITNESS WHEREOF, I have set my hand in my  
2 office in the County of Clark, State of Nevada, this  
3 23rd day of October, 2017.

4   
5 \_\_\_\_\_  
6 MONICE K. CAMPBELL, CCR NO. 312

JA\_005137

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

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*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

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

Defendants.

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

**CONSOLIDATED WITH:**  
**CASE NO.: A-16-746239-C**

**NANYAH VEGAS LLC'S  
MOTION TO SETTLE JURY  
INSTRUCTIONS BASED  
UPON THE COURT'S  
OCTOBER 5, 2018, ORDER  
GRANTING SUMMARY  
JUDGMENT**

**Hearing Date:**

**Hearing Time:**



1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,  
2 Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following Nanyah Vegas  
3 LLC's Motion To Settle Jury Instructions Based Upon The Court's October 5, 2018, Order.  
4 This motion does not seek to settle all jury instructions, instead it seeks to settle only  
5 those jury instructions necessitated by the Court's October 5, 2018, Order.  
6

7 DATED this \_\_\_\_\_ day of February, 2019.

8 SIMONS HALL JOHNSTON PC  
9 6490 S. McCarran Blvd., Ste. F-46  
10 Reno, NV 89509

11 By: \_\_\_\_\_  
12 MARK G. SIMONS  
13 Attorneys for Nanyah Vegas, LLC

14 **NOTICE OF MOTION**

15 **TO: ALL INTERESTED PARTIES and THEIR ATTORNEYS OF RECORD:**

16 PLEASE TAKE NOTICE that counsel for the Nanyah Vegas, LLC will bring the  
17 foregoing **NANYAH VEGAS LLC'S MOTION TO SETTLE JURY INSTRUCTIONS**  
18 **BASED UPON THE COURT'S OCTOBER 5, 2018, ORDER GRANTING SUMMARY**  
19 **JUDGMENT** on for hearing before the above-entitled Court on the \_\_\_\_\_ day of  
20 April 4, 2019, at the hour of 9:30 a.m. or as soon thereafter as counsel  
21 may be heard.

22  
23 DATED this \_\_\_\_\_ day of February, 2019.

24 SIMONS HALL JOHNSTON PC  
25 6490 S. McCarran Blvd., Ste. F-46  
26 Reno, NV 89509

27 By: \_\_\_\_\_  
28 MARK G. SIMONS  
Attorneys for Nanyah Vegas, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. RELEVANT STATUS OF THE CASE.

This case focuses on Nanyah's efforts to recover its \$1.5 million investment in Eldorado Hills, LLC ("Eldorado"). On October 5, 2018, this Court entered its Order making numerous findings of "undisputed fact" and rendering binding legal rulings "as a matter of law." See **Exhibit 1**.

Based upon this Court's Order, this Court found as "undisputed facts" that Nanyah invested \$1.5 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5 million investment, and that Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") agreed to repay Nanyah its \$1.5 million investment on Eldorado's behalf.<sup>1</sup>

Further, this Court found "as a matter of law" the contracts entered into by the Rogich Trust clearly and unambiguously stated the Rogich Trust's contractual obligation to repay Nanyah its \$1.5 million investment into Eldorado. As a consequence of the Court's factual and legal findings in the Order, Nanyah is entitled to the requested jury instructions on undisputed findings of fact and conclusions of law.

///

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///

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<sup>1</sup> Nanyah was entitled to repayment of its \$1.5 million investment and/or the issuance of a membership interest in Eldorado equal to that investment. Nanyah has elected to recover the repayment of its \$1.5 million investment.

1 **II. THE ORDER DISMISSED PARTIES AND CLAIMS.**

2 The Court's Order granted summary judgment in favor of the Eliades Defendants<sup>2</sup>  
3 finding they had no liability for repayment of Nanyah's \$1.5 million investment because  
4 **"the obligation"** to repay Nanyah was **"specifically assumed"** by the Rogich Trust. The  
5 Court ruled that the various contracts clearly and unambiguously stated that "The Rogich  
6 Trust **specifically agreed to assume the obligation to pay** Nanyah its percentage or  
7 debt." Exh. 1, Order, ¶7 (emphasis added).

9 **IV. THE COURT'S UNDISPUTED FINDINGS OF FACT AND LEGAL**  
10 **CONCLUSIONS.**

11 The following are undisputed facts and rulings of law contained in the Court's  
12 Order:

- 13 2. In December of 2007, **Nanyah wired \$1,500,000.00 which eventually was**  
14 **deposited into Eldorado's bank account. . . .**  
15 . . .  
16 4. . . . **the agreements identified The Rogich Trust specifically agreed to**  
17 **assume the obligation to pay Nanyah its percentage interest in**  
18 **Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.**  
19 . . .  
20 5.a.ii The October 30, 2008, Purchase Agreement **states** at Section 4 the  
21 following: Seller [Go Global], however, will not be responsible to pay  
22 the Exhibit A Claimants their percentage or debt. **This will be Buyer's**  
23 **[The Rogich Trust's] obligation. . . . The Exhibit A Claimants**  
24 **include Nanyah and its \$1,500,000.00 investment.**  
25 . . .  
26 5.b.i. The October 30, 2008, Membership Interest Purchase Agreement  
27 identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D  
28 which **clearly and unequivocally states** the following: **Seller [Rogich**

---

<sup>2</sup> The Eliades Defendants are Peter Eliades individually and as Trustee of the Eliades Survivor Trust of 10/30/08 and Teld, LLC.

Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's \$1,500,000 investment into Eldorado.

...

5.b.iv. Eliades acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.

...

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

...

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

7. The October 30, 2008, Purchase Agreement states that **The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or Debt . . . .**

...

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

...

21. . . . **the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah Its \$1,500,000.00 investment into Eldorado . . . .**

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

Exh. 1 (emphasis added).

### III. **NANYAH IS ENTITLED TO JURY INSTRUCTIONS DETAILING THE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW.**

In Nevada it is well-established law that a party is entitled to jury instructions on undisputed facts, conclusions of law and upon the application of the law to the facts. The

1 Nevada Supreme Court addressed these very issues in City of Reno v. Silver State Flying  
2 Service, Inc., 84 Nev. 170, 438 P.2d 257 (1968) and held:

3 In Instruction No. 18, the court was not commenting upon a disputed fact or  
4 invading the province of the jury. **It is well settled principal of law that an**  
5 **instruction can comment upon conclusory or undisputed fact. . . .**

6 **It is also clearly established that a court can instruct as to conclusions**  
7 **of law or upon the application of the law to the facts. . . .**

8 Id. at 179, 438 P.2d at 263 (emphasis added) (citations omitted).

9 It is also well-established law that Nanyah is entitled to jury instructions based  
10 upon its theories of the case that are supported by the evidence and consistent with law.  
11 Beattie v. Thomas, 99 Nev. 579, 583-584, 668 P.2d 268, 271 (1983) ("A party is entitled  
12 to have the jury instructed on all of theories of the case that are supported by the  
13 evidence. . . . In addition to being supported by the evidence, the requested instruction  
14 must be consistent with existing law. . . ."); Wright v. Lincoln City Lines, 71 N.W.2d 182,  
15 185 (1955) ("Defendants specifically requested an instruction informing the jury of the  
16 undisputed facts resulting from the admission. Defendants were entitled to have the jury  
17 so instructed and it was prejudicial error for the trial court to refuse to do so."). Based  
18 upon this Court's previous findings of fact and conclusions of law, Nanyah is entitled to  
19 jury instructions detailing the following specific undisputed findings of fact:  
20

21 **A. UNDISPUTED FINDINGS OF FACT.**

- 22 1. In December of 2007, Eldorado received \$1,500,000 as an investment from  
23 Nanyah.<sup>3</sup>

24  
25  
26  
27 

---

<sup>3</sup> Exhibit 1, ¶2.  
28

2. Nanyah was entitled to receive a membership interest in Eldorado in exchange for its \$1,500,000 investment or was to be repaid by Eldorado.<sup>4</sup>
3. The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to repay Nanyah its \$1,500,000 invested into Eldorado.<sup>5</sup>
4. Exhibit D to the October 30, 2018, Membership Interest Purchase Agreement "identifies Nanyah's \$1,500,000 investment into Eldorado."<sup>6</sup>
5. Exhibit D to the October 30, 2018, Membership Interest Purchase Agreement unequivocally states that Rogich and the Rogich Trust "confirmed" Nanyah "advanced to or on behalf of Eldorado" the \$1,500,000 investment.<sup>7</sup>
6. Section 8(c) of the October 30, 2018, Membership Interest Purchase Agreement states that Nanyah "invested or otherwise advanced funds" into Eldorado in the amount of \$1,500,000.<sup>8</sup>
7. Peter Eliades was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008, Membership Interest Purchase Agreement.<sup>9</sup>
8. Peter Eliades acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.<sup>10</sup>

<sup>4</sup> Exhibit 1, ¶5.a.1 and 5.a.ii.

<sup>5</sup> Exhibit 1, ¶¶4, 5.a.ii.

<sup>6</sup> Exhibit 1, ¶5.b.i.

<sup>7</sup> Exhibit 1, ¶5.b.i.

<sup>8</sup> Exhibit 1, ¶5.b.ii.

<sup>9</sup> Exhibit 1, ¶5.b.iii.

<sup>10</sup> Exhibit 1, ¶5.b.iv.

1 Consequently, the undisputed facts in this case are Nanyah invested \$1.5 million  
2 into Eldorado, Eldorado had an "obligation" to repay this investment and the Rogich Trust  
3 "specifically agreed" to "assume" the repayment obligation on behalf of Eldorado.  
4 Attached as **Exhibit 2** is the proposed jury instruction offered by Nanyah relating to the  
5 Court's undisputed factual findings.  
6

7 **B. CONCLUSIONS OF LAW.**

8 In the present case, because the relevant material facts are "undisputed" the  
9 interpretation of a contract is a question of law. Galardi v. Naples Polaris, LLC, 129 Nev.  
10 306, 301 P.3d 364, 366 (2013) ("contract interpretation presents a question of law").  
11 When a contract's terms are clear on its face, the Court is charged with construing the  
12 legal effect of the contract from the clear and unambiguous terms of the contract.  
13 Canfora v. Coast Hotels & Casinos, Inc., 121 Nev. 771, 776, 121 P.3d 599, 603 (2005)  
14 ("when a contract is clear on its face, it 'will be construed from the written language and  
15 enforced as written.'" (citation omitted)).<sup>11</sup>  
16

17 In addition to rendering findings of "undisputed" fact, the Court also detailed a  
18 number of "issues of law" regarding the legal application of the terms of the various  
19 contracts and establishing as a "matter of law" legal duties and obligations of the  
20 Defendants.  
21

22  
23  
24  
25 <sup>11</sup> Musser v. Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The question  
26 of the interpretation of a contract when the facts are not in dispute is a question of law.").  
27 Further, the Court is vested with the authority to render conclusions of law relating to  
28 contract interpretation and enforcement of a contract. Chwialkowski v. Sachs, 108 Nev.  
404, 406, 834 P.2d 405, 406 (1992) (holding that summary judgment was proper because  
an unambiguous contract can be construed as a matter of law from the language of the  
document).

1 Specifically, the Court found “as a matter of law” the Rogich Trust contractually  
2 agreed to repay Nanyah its \$1.5 million invested into Nanyah. Id., ¶7 (“The Rogich Trust  
3 specifically agreed to assume the obligation to pay Nanyah” its \$1.5 million investment);  
4 that the Purchase Agreement and the Membership Agreement contain clear and  
5 unambiguous terms regarding Nanyah’s \$1.5 million investment into Eldorado, the  
6 obligation for Eldorado to repay the obligation, and the Rogich Trust’s assumption of that  
7 obligation. Id., ¶14 (affirming the terms of the Purchase Agreement and Membership  
8 Agreement are clear and unambiguous and are therefore enforced “as a matter of law”);  
9 ¶15 (the Eliades Defendants did not assume the Rogich Trust’s contractual obligation to  
10 repay Nanyah its \$1.5 million investment); and ¶21 (as a matter of law the Rogich Trust  
11 had an “obligation to repay Nanyah its \$1.5 million investment into Eldorado.”).

12 Attached as **Exhibit 3** is the proposed jury instruction offered by Nanyah relating to  
13 the Court’s legal rulings on the clear and unambiguous terms of the various agreements.  
14 Based upon the foregoing, the Court has already found as undisputed facts and as  
15 matters of law that Nanyah invested \$1.5 million into Eldorado, Eldorado had an  
16 obligation to repay that investment and that the Rogich Trust contractually agreed to  
17 “assume” the repayment obligation to Nanyah.

18  
19  
20 **C. PAROL EVIDENCE RULE INSTRUCTION.**

21 Because the Court has found that the contracts are “clear and unambiguous” the  
22 contract’s terms are interpreted and enforced as a matter of law. See e.g., Galardi v.  
23 Naples Polaris, LLC, 129 Nev. 306, 301 P.3d 364, 366 (2013) (“contract interpretation  
24 presents a question of law . . .”). The Court is also bound to enforce the contracts’  
25 terms and cannot distort the agreement under the guise of interpreting it. Watson v.  
26 Watson, 95 Nev. 495, 596 P.2d 507, 508 (1979) (“Courts are bound by language which is  
27  
28



1 clear and free from ambiguity and cannot, using the guise of interpretation, distort the  
2 plain meaning of an agreement."').<sup>12</sup>

3 In addition, the Court's Order specifically cites to the case Krieger v. Elkins, 96  
4 Nev. 839, 843, 620 P.2d 370, 373 (1980) for the following standard of law:

5 testimony used to contradict or vary the written terms of an agreement is a  
6 violation of the parol evidence rule.

7 Id. As a consequence of this Court's Order, the application of Krieger v. Elkins and the  
8 parol evidence rule, the defendants are barred from attempting to introduce any  
9 testimony, exhibit or argument that contradicts the clear and unambiguous terms of the  
10 contracts in this case. In addition, Nanyah is entitled to a specific instruction advising the  
11 jury that they cannot consider any testimony, exhibit or argument that attempts to alter,  
12 vary or contradict the express terms of the various agreements.

13 Consequently, as a result of this Court's Order, the defendants are barred from  
14 arguing or contesting the following:

15 (1) That Nanyah did not invest \$1,500,000 into Eldorado.

16 **BARRED:** This Court held that the agreements confirmed in  
17 clear and unambiguous language that Nanyah invested \$1,500,000  
18 into Eldorado. Exh. 1, ¶¶4, 5.a.ii and 5.b.i..

19 (2) That Eldorado did not have an "obligation" to repay Nanyah its \$1,500,000  
20 investment into Eldorado.

21  
22  
23  
24  
25  
26 <sup>12</sup> Musser v. Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The question  
27 of the interpretation of a contract . . . is a question of law."). The Court is vested with the  
28 authority to render conclusions of law relating to contract interpretation and enforcement.  
Galardi v. Naples Polaris, LLC, 129 Nev. 306, 301 P.3d 364, 366 (2013) ("contract  
interpretation presents a question of law . . .").

1 **BARRED:** This Court held that the agreements detailed Eldorado's  
2 "obligation" to repay Nanyah's \$1.5 million investment. Id., ¶¶4,  
3 5.a.ii and 7.

- 4 (3) That the Rogich Trust did not agree to repay Nanyah for its  
5 \$1,500,000 investment into Eldorado.

6 **BARRED:** This Court found that the agreements confirmed in  
7 clear and unambiguous language that the Rogich Trust assumed  
8 Eldorado's contractual obligation to repay Nanyah its \$1.5 million  
9 investment into Eldorado. Id., ¶¶4, 5.a.ii, 5.b.i. and 7.

- 10 (4) That the obligation to repay Nanyah its \$1,500,000 investment into  
11 Eldorado does not exist.

12 **BARRED:** This Court found that the agreements confirmed in  
13 clear and unambiguous language that Nanyah invested \$1.5 million  
14 into Eldorado, Eldorado had a contractual obligation to repay the  
15 debt and the Rogich Trust assumed Eldorado's contractual  
16 obligation to repay Nanyah its \$1.5 million investment into Eldorado  
17 on behalf of Eldorado. Id., ¶¶4, 5.a.ii, 5.b.i. and 7.

18 The parol evidence rule bars the foregoing testimony, evidence or argument  
19 seeking to contradict the clear and unambiguous terms of the various agreements.  
20 Attached as **Exhibit 4** is Nanyah's proposed parol evidence instruction.

21 **D. THE SURETY INSTRUCTION.**

22 As a matter of law, Eldorado remains liable for the debt owed to Nanyah even  
23 though this Court has found that the Rogich Defendants "assumed" the repayment of the  
24 \$1.5 million obligation owed to Nanyah. This is because the Rogich Trust's assumption  
25 made it the surety for Eldorado's debt obligation to Nanyah. As the surety, the Rogich  
26 Trust became primarily liable, however, as a matter of law, Eldorado also remains fully  
27 liable on the debt owed to Nanyah.

28 The three-party surety relationship was described in Bldg. Union Inv. & Local Dev.  
Fund of Am. Tr. v. Dolgen, 2015 WL 13106025, at \*4 (S.D. Cal. 2015) as follows:

A surety is a party that is obligated with the principal under the primary  
agreement [and] the surety is immediately and primarily liable upon the default  
of the principal. "The contract of guaranty or suretyship requires three parties,  
the principal, the obligee, and the guarantor or surety."

1 Id.; *see also Westinghouse Credit Corp. v. Wolfer*, 10 Cal. App. 3d 63, 67, 88 Cal. Rptr.  
2 654, 656 (Cal. Ct. App. 1970) (“A surety is, among other things, one who promises to  
3 answer for the debt of another. . . . In a suretyship relation there are two obligors  
4 [Eldorado and the Rogich Trust] and one obligee [Nanyah] who is entitled to but one  
5 performance.”).<sup>13</sup>  
6

7 Suretyships are common. A surety is “jointly and severally liable with the principal  
8 obligor”. Restatement (Third) of Suretyship & Guaranty § 15(a), (c), and (d) (1996). “A  
9 ‘surety’ is typically jointly and severally liable with the principal obligor on an obligation to  
10 which they are both bound.” 23 Williston on Contracts § 61:2 (4th ed.); *see also Torin*  
11 *Assocs., Inc. v. Perez*, 2016 WL 6662271, at \*5 (S.D.N.Y. 2016) (a “‘surety’ is typically  
12 jointly and severally liable with the principal obligor on an obligation to which they are both  
13 bound.”); *Gen. Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 259, 492 A.2d 1306,  
14 1309 (1985) (“the surety is primarily or jointly liable with the principal obligor . . .”).  
15

16 In order to be valid, the surety agreement need only comply with Nevada’s Statute  
17 of Frauds. Specifically, NRS 111.220(2) provides that “[e]very special promise to answer  
18 for the debt, default or miscarriage of another” must be in writing and signed by the party  
19 to be bound. In this instance, the Rogich Trust’s surety agreement whereby the Rogich  
20  
21  
22

23 <sup>13</sup> Recently in *Aura Light US Inc. v. LTF Int’l LLC*, 2018 WL 1378802, at \*8 (D. Md. 2018)  
24 the Court analyzed a suretyship contract and held that the original obligor and the surety  
25 are both jointly and severally liable on the underlying debt as follows:

26 A suretyship contract is a “tripartite agreement among a principal obligor,  
27 his obligee, and a surety.” . . . It is “a direct and original undertaking under which  
28 the surety is primarily or jointly liable with the principal obligor.”

Id. (*quoting Gen. Motors Acceptance Corp.*, 492 A.2d1306, 1309 (Md. 1985)).

1 Trust agreed with Eldorado to be primarily liable on Eldorado's debt to Nanyah was in  
2 writing and signed by the Rogich Trust. Accordingly, the Rogich Trust is liable to Nanyah  
3 for the repayment of Nanyah's \$1.5 million investment as the surety, however, Eldorado  
4 remains fully liable for the same debt. See e.g., In re Mason, 573 B.R. 75, 82 (Bankr.  
5 S.D.N.Y. 2017) ("The essence of suretyship . . . is that, even if the obligee can look  
6 directly to the surety for satisfaction of its debt, as between the two obligors, one is the  
7 principal obligor that remains primarily liable . . ."). Attached as **Exhibit 5** is Nanyah's  
8 proposed surety instruction.  
9

10 **IV. THE JURY INSTRUCTIONS MUST BE GRANTED SINCE NO PARTY CAN**  
11 **CONTEST THE COURT'S FINDINGS OF FACTS AND CONCLUSIONS OF**  
12 **LAW.**

13 It is anticipated that the defendants may argue that they can seek to dispute the  
14 Court's "undisputed facts." However, this Court must exclude any such evidence and  
15 argument.

16 **A. ANY CONTRADICTIONARY EVIDENCE IS IRRELEVANT.**

17 NRS 48.015 states that "'relevant evidence' means evidence having any tendency  
18 to make the existence of any fact that is of consequence to the determination of the action  
19 more or less probable that it would be without the evidence." Since the undisputed facts  
20 are "undisputed", the existence of the fact is not in dispute. Therefore, any evidence that  
21 attempts to contest or challenge the Court's undisputed factual findings is not relevant  
22 since the determination of an undisputed fact cannot be a relevant factual issue at trial.  
23 Therefore, since the undisputed facts are no longer at issue in this litigation (due to this  
24 Court's findings), evidence seeking to contest the undisputed facts is not relevant.  
25 Evidence which is not relevant is, therefore, irrelevant and inadmissible. NRS 48.025(2)  
26 ("Evidence which is not relevant is not admissible.")  
27  
28

1           **B.     ANY CONTRADICTORY EVIDENCE IS PREJUDICIAL.**

2           Even if the Court were to somehow deem evidence or argument contradicting the  
3 Court's undisputed factual findings are somehow relevant, the evidence and arguments  
4 must still be excluded because of the great likelihood of prejudice and confusion. NRS  
5 48.035(2) provides:  
6

7                     Although relevant, evidence is not admissible if its probative value is  
8 substantially outweighed by the danger of unfair prejudice, of confusion of the  
9 issues, or of misleading the jury . . . considerations of undue delay, waste of time  
10 or needless presentation of cumulative evidence.

11           Id.

12           In the present case, the Court has made undisputed factual findings that confirm  
13 Nanyah's \$1.5 million investment into Eldorado, that Eldorado received Nanyah's money  
14 and that the Rogich Defendants agreed to repay Nanyah its investment. Evidence that  
15 some other entity received Nanyah's money, or that the Rogich Trust did not agree to  
16 repay the money directly contradicts the undisputed facts found by this Court. Even if this  
17 Court were to deem such information relevant, its probative value is minimal given the  
18 Court's findings of undisputed facts and there is a great danger of unfair prejudice to  
19 Nanyah.

20           Initially, if the Court were to allow contradictory evidence and argument, then the  
21 Court must entirely rescind its October 5, 2018, Order and require the Eliades Defendants  
22 to participate at trial and reinstate all of Nanyah's claims. This is because if the Court  
23 allows undisputed facts to become disputed to appease the remaining Defendants in this  
24 case, then the consequence of allowing the fact to be disputed is the Court must unwind  
25 and rescind its prior decision since that decision was premised upon "undisputed" facts.

26           In addition, if the Court were to allow evidence and argument seeking to contradict  
27 the Court's "undisputed" facts, there is a significant risk that the jury will disregard the  
28

1 Court's "undisputed" factual findings because the Court would be sanctioning and  
2 allowing Defendants to undermine and contest the Court's rulings. Stated another way,  
3 the Court would be in the position of telling the jury that there are undisputed facts but  
4 that the jury can ignore or disregard the Court's findings of "undisputed" facts. Similarly, if  
5 the Court were to allow such evidence, then the jury would be faced with ignoring the  
6 Court's conclusion of law that the contracts provide that the Rogich Defendants agreed to  
7 repay Nanyah its investment.  
8

9 In addition, admission of contradictory evidence would add confusion to the issues  
10 presented to the jury for consideration. The jury is tasked with determining question of  
11 fact. The jury is not tasked with revisiting the Court's finding of "undisputed" facts and the  
12 jury is not tasked with determining issues of law. Accordingly, as a separate basis, even  
13 if relevant, the Court must deem any evidence seeking to contradict the Court's  
14 undisputed findings of fact or issues of law.  
15

16 **V. CONCLUSION.**

17 This case focuses on Nanyah's efforts to recover its \$1.5 million investment in  
18 Eldorado. On October 5, 2018, this Court entered its Order making numerous findings of  
19 "undisputed fact" and rendering binding legal rulings "as a matter of law." Based upon  
20 this Court's Order, this Court found as "undisputed facts" that Nanyah invested \$1.5  
21 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5 million  
22 investment, and that the Rogich Trust agreed to repay Nanyah its \$1.5 million investment  
23 on Eldorado's behalf. Further, this Court found "as a matter of law" the contracts entered  
24 into by the Rogich Trust clearly and unambiguously stated the Rogich Trust's contractual  
25 obligation to repay Nanyah its \$1.5 million investment into Eldorado. As a consequence  
26  
27  
28

1 of the Court's factual and legal findings in the Order, Nanyah is entitled to the specific jury  
2 instructions requested in this motion.

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

5  
6 DATED this 25<sup>th</sup> day of February, 2019.

7 SIMONS HALL JOHNSTON PC  
8 6490 S. McCarran Blvd., Ste. F-46  
9 Reno, NV 89509

10 By: /s/ Mark G. Simons  
11 MARK G. SIMONS  
12 *Attorneys for Nanyah Vegas, LLC*

SIMONS HALL JOHNSTON PC  
6490 S. McCarran Blvd., Ste. F-46  
Reno, NV 89509  
Phone: (775) 785-0088

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, 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 **NANYAH VEGAS LLC'S MOTION TO ESTABLISH JURY INSTRUCTIONS BASED  
UPON THE COURT'S OCTOBER 5, 2018 ORDER GRANTING SUMMARY JUDGMENT**  
on all parties to this action via the Odyssey E-Filing System:

Dennis L. Kennedy	<a href="mailto:dkennedy@baileykennedy.com">dkennedy@baileykennedy.com</a>
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DATED this 25 day of February, 2019.

  
Employee of Simons Hall Johnston PC



EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	10
2	Jury Instruction re: Undisputed Facts	1
3	Jury Instruction re: Contract Interpretation "As a Matter of Law"	1
4	Jury Instruction re: Parole Evidence Rule	1
5	Jury Instruction re: Surety Instruction	1

**EXHIBIT 1**

**EXHIBIT 1**



**ORDR (CIV)**

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*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

**CONSOLIDATED WITH:**

Case No. A-16-746239-C

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

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

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

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

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

#### **UNDISPUTED MATERIAL FACTS**

##### **The Relevant History of Eldorado**

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

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

4 **The Relevant Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### CONCLUSIONS OF LAW

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

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

explicit language contained in the October 30, 2008 Membership Interest Purchase

Agreement (whereby Teld purchased some of the Rogich Trust's membership interests)

confirms that the Eliades Defendants would not be responsible for the Rogich Trust's

obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.

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

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

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

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

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

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

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

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

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

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

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

#### **ORDER**

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

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

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

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

3  
4 DATED this 1 day of Oct, 2018.

5  
6 Nancy L. Alf  
7 DISTRICT COURT JUDGE

8 Submitted by:

9 SIMONS LAW

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

14 Approved as to Form and Content:

15 BAILEY ♦ KENNEDY

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

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

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

# EXHIBIT 2

# EXHIBIT 2

## UNDISPUTED FACTS INSTRUCTION

The Judge has previously found that certain facts have been conclusively established in these proceedings. In your deliberations you are to treat these facts as conclusively established and binding upon you and you are to disregard any evidence or argument from any party that seeks to challenge or contest these facts. The conclusively established facts upon which you must base your decision are as follows:

1. In December of 2007, Eldorado received \$1,500,000 as an investment from Nanyah.
2. Nanyah was entitled to receive a membership interest in Eldorado in exchange for its \$1,500,000 investment or was to be repaid by Eldorado.
3. The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to repay Nanyah its \$1,500,000 invested into Eldorado.
4. Exhibit D to the October 30, 2018, Membership Interest Purchase Agreement "identifies Nanyah's \$1,500,000 investment into Eldorado."
5. Exhibit D to the October 30, 2018, Membership Interest Purchase Agreement unequivocally states that Rogich and the Rogich Trust "confirmed" Nanyah "advanced to or on behalf of Eldorado" the \$1,500,000 investment.
6. Section 8(c) of the October 30, 2018, Membership Interest Purchase Agreement states that Nanyah "invested or otherwise advanced funds" into Eldorado in the amount of \$1,500,000.
7. Peter Eliades was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008, Membership Interest Purchase Agreement.

INSTRUCTION NO. \_\_\_\_\_ Court's October 5, 2018 Order  
City of Reno v. Silver State Flying Service, Inc., 84 Nev. 170, 179, 438 P.2d 257  
263 (1968) ("It is well settled principal of law that an instruction can comment  
upon conclusory or undisputed fact. . . .").

# EXHIBIT 3

# EXHIBIT 3

## **CONTRACT INTERPRETATION “AS A MATTER OF LAW” INSTRUCTION**

The Judge has previously issued legal rulings in these proceedings. In your deliberations you are to treat these legal rulings as binding upon you and you are to disregard any evidence or argument from any party that seeks to challenge or contest the Judge's legal rulings. The legal rulings upon which you must base your decisions are as follows:

1. The October 30, 2008, Purchase Agreement states that the Rogich Trust specifically agreed to assume Eldorado's obligation to either pay Nanyah a membership interest in Eldorado or to repay Nanyah the \$1,500,000 it originally invested into Eldorado.
2. The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D.
3. Exhibit D also clearly and unequivocally states that the Rogich Trust confirmed Nanyah paid on behalf of and/or advanced to Eldorado the sum of \$1,500,000.
4. All the agreements at issue identify that the Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

INSTRUCTION NO. \_\_\_\_\_

Court's October 5, 2018 Order

City of Reno v. Silver State Flying Service, Inc., 84 Nev. 170, 179, 438 P.2d 257 263 (1968) ("It is also clearly established that a court can instruct as to conclusions of law or upon the application of the law to the facts. . . .").



**EXHIBIT 4**

**EXHIBIT 4**

## PAROL EVIDENCE RULE INSTRUCTION

Because the Judge has determined that the agreements at issue in this case contain clear, unambiguous and unequivocal terms and conditions, as a matter of law the parties are not allowed to offer any evidence or argument that seeks to contradict, alter or vary the terms of the various agreements. You are therefore instructed to disregard any evidence or argument from any party seeking to contradict, alter or vary the terms of the agreements. Specifically, all parties are barred from arguing or contesting the following:

1. That Nanyah did not invest \$1,500,000 into Eldorado;
2. That Eldorado did not have an “obligation” to repay Nanyah its \$1,500,000 investment into Eldorado;
3. That the Rogich Trust did not agree to repay Nanyah for its \$1,500,000 investment into Eldorado; or
4. That the obligation to repay Nanyah its \$1,500,000 investment into Eldorado does not exist.

INSTRUCTION NO. \_\_\_\_\_

Court’s October 5, 2018 Order

Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980)  
(holding that testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule).

# EXHIBIT 5

# EXHIBIT 5

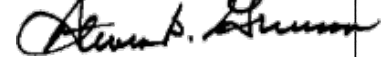
## SURETY INSTRUCTION

A suretyship contract is a tripartite agreement among a principal obligor, his obligee, and a surety. The Judge has previously found that Eldorado owed an obligation to Nanyah to repay Nanyah's \$1,500,000 debt and that the Rogich Trust specifically assumed the obligation to repay Nanyah's debt on Eldorado's behalf. Under a surety contract, both the obligor and the surety are liable for the debt. The Judge has previously found that the contract entered into by the Rogich Trust clearly and unequivocally agreed to act as a surety for the repayment of Eldorado's debt to Nanyah. Even though the Rogich Trust is primarily liable to Nanyah as the surety, Nanyah remains entitled as a matter of law to obtain judgment against both Eldorado and the Rogich Trust for repayment of its \$1,500,000.

INSTRUCTION NO. \_\_\_\_\_

Court's October 5, 2018 Order

Westinghouse Credit Corp. v. Wolfer, 10 Cal. App. 3d 63, 67, 88 Cal. Rptr. 654, 656 (Cal. Ct. App. 1970) ("A surety is, among other things, one who promises to answer for the debt of another. . . . In a suretyship relation there are two obligors [Eldorado and the Rogich Trust] and one obligee [Nanyah] who is entitled to but one performance."); Aura Light US Inc. v. LTF Int'l LLC, 2018 WL 1378802, at \*8 (D. Md. 2018) the Court analyzed a suretyship contract and held that the original obligor and the surety are both jointly and severally liable on the underlying debt); Bldg. Union Inv. & Local Dev. Fund of Am. Tr. v. Dolgen, 2015 WL 13106025, at \*4 (S.D. Cal. 2015) (discussing tripartite relationship).



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*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.

**CASE NO.: A-13-686303-C**

**DEPT. NO.: XXVII**

**MOTION TO COMPEL PRODUCTION  
OF PLAINTIFF'S TAX RETURNS AND  
FOR ATTORNEYS' FEES ON ORDER  
SHORTENING TIME**

**Date of hearing:** 3/8/19

**Time of hearing:** 9:00 am

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**

///



1 testify, I could competently do so.

2 3. On February 20, 2019, the Rogich Defendants requested an EDCR 2.34  
3 conference with Plaintiff regarding its refusal to produce its tax returns for the years of 2007  
4 through 2016.

5 4. On February 25, 2019, the undersigned had a telephonic EDCR 2.34 conference  
6 with Plaintiff's counsel, Mark Simons. The parties' counsel spoke at approximately 12:30 pm on  
7 February 25, 2019, for no more than five (5) minutes. Plaintiff's counsel explained during the  
8 call that he was ill and finishing up another motion in this case that would be filed February 25,  
9 2019. Undersigned counsel confirmed what plaintiff's counsel had conveyed via email, i.e., that  
10 plaintiff's counsel would not agree to produce the requested tax returns. Undersigned counsel  
11 explained he would proceed with the motion to compel.

12 5. Plaintiff's objections to production of its tax returns for the years of 2007 through  
13 2016 are inappropriate for the following reasons:

- 14 a. Plaintiff's tax returns clearly are relevant to the claims and defenses presented in  
15 this case, which involves his client asserting claims of alleged ownership/equity  
16 interest in Eldorado Hills, LLC ("Eldorado" or "Eldorado Hills");
- 17 b. Plaintiff specifically produced 2 K-1s provided to it by CanaMex Nevada, LLC  
18 ("Canamex") yet refuses to produce its tax returns;
- 19 c. During Plaintiff's PMK deposition, his client already confirmed that: (1) equity  
20 and ownership interest are preserved by a K-1; and (2) a tax return will show  
21 ownership interest;
- 22 d. During Plaintiff's representative's (Mr. Harlap) deposition, Mr. Harlap confirmed  
23 that Plaintiff filed tax returns; and
- 24 e. The information contained within the Plaintiff's tax returns that the Rogich  
25 Defendants seek is how Plaintiff's interest in Canamex or Plaintiff's alleged  
26 interest Eldorado Hills was classified in Plaintiff's tax returns throughout the  
27 years; and
- 28 f. This information is unobtainable by the Rogich Defendants short of Plaintiff

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producing its actual tax returns.

6. Despite multiple email correspondences and a phone call between myself and plaintiff's counsel, described above, Plaintiff's counsel would not agree with the Moving Defendants' request for his client's tax returns.

7. Trial in this matter is set for a firm setting to begin April 22, 2019. Pursuant to NRCp 16.1(a)(3), the Moving Defendants are required to produce their pretrial disclosures no later than 30 days before trial, which is March 22, 2019. Accordingly, the Moving Defendants request that this matter be heard prior to March 22, 2019.

8. This motion is submitted in good faith and not for purposes of delay.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing statements are true and correct to the best of my knowledge.

DATED: February 25, 2019.

  
\_\_\_\_\_  
BRENOCH WIRTHLIN, ESQ.



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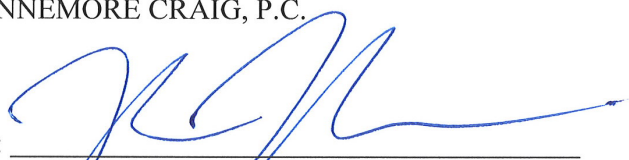
**ORDER SHORTENING TIME**

Upon application of counsel, and good cause appearing, IT IS HEREBY ORDERED that the Moving Defendants' **MOTION TO COMPEL PRODUCTION OF PLAINTIFF'S TAX RETURNS AND FOR ATTORNEYS' FEES ON ORDER SHORTENING TIME** shall be heard on March 8, 2019, at the hour of 9:00 a.m./p.m.

DATED: February 26, 2018.

  
DISCOVERY COMMISSIONER

Submitted by:  
FENNEMORE CRAIG, P.C.

By: 

Samuel S. Lionel, Esq. (Bar No. 1766)  
Thomas Fell, Esq. (Bar No. 3717)  
Brenoch Wirthlin, Esq. (Bar No. 10282)  
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*Attorneys for Sigmund Rogich, Individually  
and as Trustee of the Rogich Family Irrevocable Trust  
and Imitations, LLC*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Plaintiff files this Motion to Compel seeking an Order to compel Plaintiff's production of  
5 its 2007 through 2016 federal tax returns. Plaintiff has refused to produce its federal tax returns  
6 despite the fact that those returns would show how Plaintiff classified its own purported interest  
7 obtained in either Canamex or another entity. This information is critical to the Moving  
8 Defendants' case and defenses since, if as the Moving Defendants believe, Plaintiff reported it  
9 had an interest in **Canamex** based on its \$1.5M, that would constitute a binding judicial  
10 admission that Plaintiff's claims, if any, are against Canamex, not against Eldorado. Further, this  
11 information is unobtainable by any other method, short of Plaintiff producing its tax returns.  
12 During an EDCR 2.34 conference held on February 22, 2019, Plaintiff's counsel said his client  
13 will not produce its tax returns.

14 **II.**

15 **STATEMENT OF FACTS AND RELEVANT PROCEDURAL HISTORY**

16 On July 31, 2013, Plaintiff along with other co-Plaintiff initiated the first lawsuit (the  
17 "2013 Action"). Although Plaintiff missed the deadline to amend its Complaint to add additional  
18 parties, on November 4, 2016, Plaintiff (solely this time) filed its lawsuit against the Rogich  
19 Defendants and others (the "2016 Action"). In filing the Complaints in the 2013 Action and the  
20 2016 Action, Plaintiff alleges it invested into Eldorado Hills and is entitled to repayment of its  
21 alleged investment or an equity interest in Eldorado Hills *See* Amended Complaint filed in 2013  
22 Action, attached as **Exhibit A**;<sup>1</sup> *see also* Complaint filed in 2016 Action, attached as **Exhibit B**.<sup>2</sup>  
23 In fact, Plaintiff has maintained its position (for repayment or interest) throughout discovery in  
24 the lawsuit. Discovery related to Plaintiff's tax matters obtained from Plaintiff and its  
25 representatives include the following:

26 <sup>1</sup> *See* ¶¶ 15, 16, 17, 45, 46, 47, 48 and 49.

27 <sup>2</sup> *See* ¶¶ 16, 17, 18, 20, 24, 25, 26, 27, 28, 29, 30, 31, 32, 35, 36, 47, 55, 57, 58, 60, 61, 63,  
28 66, 68, 80, 86, 87, 89, 90, 91, 92, 97, 98, 104, 105, 106, 111, 117, 118, 119, 121, 126, 127, 128,  
132, 133, 138, 139 and 140.

1 a. Plaintiff production of 2 K-1s provided to it by CanaMex Nevada, LLC, which  
2 shows its \$1.5 Million investment in CanaMex Nevada, LLC (**NOT** Eldorado  
3 Hills, LLC). *See* NAN269-270, attached as **Exhibit C**; *see also* NAN389-390,  
4 attached as **Exhibit D**;

5 b. During its PMK's deposition, Plaintiff testified as follows:

6 Q. I'll read it. Paragraph 17 of the Amended Complaint:

7 "While Ray's interest in Eldorado are believed to have been  
8 preserved, despite contrary representation by Sigmund Rogich,  
9 Nanyah never received **an interest** in Eldorado while Eldorado  
10 retained the million five."

11 Why do you say his **interests are believed to have been**  
12 **preserved**?

13 A. **He still receives K1s from Eldorado Hills, LLC, and chose an**  
14 **ownership percentage in the entity.**

15 Q. And the **tax returns showed his interest**, didn't it?

16 A. **I believe so.**

17 *See* Nanyah PMK Deposition Transcript, attached as **Exhibit E**, p. 22, lines 3-15.

18 c. During its manager's deposition, Mr. Harlap testified as follows:

19 Q. Did [Nanyah Vegas] file any **tax returns**?

20 A. **Yes.**

21 Q. This company?

22 A. **As far as I remember, yes, through this – the Vegas accountant.**

23 *See* Mr. Harlap Deposition Transcript, attached as **Exhibit F**, p. 51, line 19-23.

24 Given the above, it has become clear that Plaintiff's tax returns are highly relevant to the  
25 claims and defenses in this action. Moreover, the Moving Defendants are entitled to discover  
26 how Plaintiff's interest in Canamex or Plaintiff's alleged interest Eldorado Hills was classified in  
27 Plaintiff's tax returns throughout the years. This information is not obtainable by any other  
28 method, except by production of Plaintiff's tax returns. As such, the Moving Defendants  
specifically requested Plaintiff's federal tax returns for the years 2007 through 2016 and Plaintiff  
refused to produce them. *See* Plaintiff's Response to Defendants' Fourth Request for Production,  
attached as **Exhibit G**, at Request No. 8. After holding an EDCR 2.34 conference on February 22,

1 2019, Plaintiff continues to refuse to produce its 2007 through 2016 federal tax returns. *See*  
2 Wirthlin Declaration *above*.

### 3 III.

#### 4 LEGAL STANDARDS

5 “A motion to compel discovery is an enforcement mechanism used when someone fails  
6 to comply with a discovery request.” *Okada v. Eighth Judicial Dist. Court in & for Cty. of Clark*,  
7 408 P.3d 566, 571 (Nev. 2018); *see generally* NRCP 37. A party has “a duty to supplement or  
8 correct the disclosure or response to include information thereafter acquired[.]” NRCP 26(3).  
9 Evasive or incomplete disclosure, answer, or response is equivalent to failure to disclose, answer  
10 or respond. NRCP 37(a)(3). Failure to properly respond to discovery requests “may not be  
11 excused on the ground that the discovery sought is objectionable unless the party failing to act has  
12 applied for a protective order as provided by Rule 26(c).” NRCP 37(d).

13 Importantly, discovery requests, responses and objections are subject to the obligations of  
14 NRCP 26(g), which provides in pertinent part:

15 The signature of the attorney or party constitutes a certification that he has read the  
16 request, response, or objection, and that to the best of his knowledge, information,  
17 and belief formed after a reasonable inquiry it is: (1) consistent with these rules  
18 and warranted by existing law or a good faith argument for the extension,  
19 modification, or reversal of existing law; (2) not interposed for any improper  
20 purpose, such as to harass, obscure, equivocate or to cause unnecessary delay or  
21 needless increase in the cost of litigation; and (3) not unreasonable or unduly  
22 burdensome or expense, given the needs of the case, the discovery already had in  
23 the case, and the amount in controversy, and the importance of the issues at stake  
24 in the litigation...

25 Rules 11, 16 and 26 require the use of sanctions to halt discovery abuses. Frivolous answers and  
26 obstructionist tactics operate to delay other litigants of discovery and, ultimately, the dispute  
27 resolution mechanism of the Court. Discovery Commissioner Opinion No. 6 at 12-13.

### 28 IV.

#### A. LEGAL ARGUMENT

##### **A. Plaintiff should be compelled to produce its 2007-2016 federal tax returns.**

On December 1, 2017, Plaintiff responded to the Rogich Defendants’ Fourth Set of

1 requests for production of documents, which included the following request and response.

2 **Request for Production No. 8:**

3 Produce Nanyah Vegas, LLC's federal tax returns from 2007 through  
4 2016.

5 **Response to Request for Production No. 8:**

6 Nanyah objects to this request because it seeks irrelevant, confidential  
7 financial information. Nanyah's tax returns are irrelevant to any issue in this  
8 litigation because Nanyah's financial status is not at issue. Furthermore, the only  
9 relevant time period for a request of Nanyah's financial records would be those  
10 financial records pertaining to the date of Nanyah's investment into Eldorado  
11 Hills. Thus, tax returns for the years 2008 through 2016 are irrelevant, and the  
12 request is overbroad.

13 Nanyah further objects to this request because it seeks confidential tax  
14 information. Hetter v. Eighth Jud. Dist. Ct., 110 Nev. 513, 874 P.2d 762, 766  
15 (1994) ("While this state does not recognized a privilege for tax returns ... public  
16 policy suggests that tax returns or financial status not be had for the mere asking.);  
17 McNair v. Eighth Jud. Dist. Ct., 110 Nev. 1285, 1290, 885 P.2d 576, 579 (1994)  
18 (holding that "tax returns must be relevant to be discoverable, and may not be  
19 discoverable in the absence of a showing that the information is otherwise  
20 unobtainable."). Accordingly, Nanyah need not respond.

21 See Exhibit G, at Request No. 8.

22 Not only does Plaintiff's cited case law fully support its production of its tax returns,  
23 Nevada courts have even indicated that private financial information, such as tax returns, are  
24 discoverable so long as they are "relevant to the subject matter involved in the pending action,"  
25 and "the information is otherwise unobtainable." *Schlatter v. Eighth Judicial Dist. Court*, 93 Nev.  
26 189, 561 P.2d 1342 (1977).

27 As has been demonstrated throughout this Motion, Plaintiff's tax returns are highly  
28 relevant to the claims and defenses in this action. Plaintiff has "cherry-picked" only the tax  
information it wishes to produce to produce in this lawsuit, but the Rogich Defendants are entitled  
to discover how Plaintiff's interest in Canamex or Plaintiff's alleged interest Eldorado Hills was  
classified in Plaintiff's tax returns throughout the years of its existence. The question of whether  
Plaintiff's purported "investment" was in Eldorado Hills – as Plaintiff now claims in this lawsuit  
– or really was in Canamex, which the Moving Defendants believe is the case, is the crux of this

1 lawsuit. This information is not obtainable by any other method, except by production of  
2 Plaintiff's tax returns. An Order compelling Plaintiff to produce its federal tax returns from 2007  
3 through 2016 is necessary and warranted.

4 V.

5 **CONCLUSION**

6 The Rogich Defendants respectfully requests that this Court compel Plaintiff to produce  
7 its federal tax returns from 2007 through 2016 is necessary and warranted and grant such other  
8 and further relief as the Court deems necessary and appropriate.

9 DATED: February 25, 2019.

10 **FENNEMORE CRAIG, P.C.**

11  
12 By: 

13 Samuel S. Lionel, Esq. (Bar No. 1766)  
14 Thomas Fell, Esq. (Bar No. 3717)  
15 Brenoch Wirthlin, Esq. (Bar No. 10282)  
16 300 S. Fourth Street, Suite 1400  
17 Las Vegas, Nevada 89101

18 *Attorneys for Sigmund Rogich, Individually and as*  
19 *Trustee of the Rogich Family Irrevocable Trust and*  
20 *Imitations, LLC*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,  
3 and that on February 27, 2019, I electronically served through the Court's e-service/e-filing  
4 system, true and correct copies of the foregoing **MOTION TO COMPEL PRODUCTION OF**  
5 **PLAINTIFF'S TAX RETURNS ON ORDER SHORTENING TIME** properly addressed to  
6 the following:

7 Mark Simons, Esq. *Via E-service*  
8 6490 South McCarran Blvd., #20  
9 Reno, Nevada 89509  
10 *Attorney for Plaintiff Nanyah Vegas, LLC*

11 Charles E. ("CJ") Barnabi, Jr. *Via E-service*  
12 **COHEN JOHNSON PARKER EDWARDS**  
13 375 E. Warm Springs Road, Suite 104  
14 Las Vegas, NV 89119  
15 *Attorney for Plaintiffs Carlos Huerta*  
16 *and Go Global*

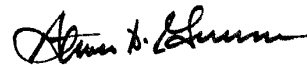
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22 *Attorneys for Defendants Pete Eliades,*  
23 *Teld, LLC and Eldorado Hills, LLC*

24 Michael Cristalli *Via E-service*  
25 Janiece S. Marshall  
26 **GENTILE CRISTALLI MILLER ARMENTI SAVARESE**  
27 410 S. Rampart Blvd., Suite 420  
28 Las Vegas, NV 89145

23 */s/ Morganne Westover*  
24 An employee of Fennemore Craig, P.C.

# EXHIBIT A





CLERK OF THE COURT

**ACOM**

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Nevada Bar No.: 11206  
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Telephone: (702) 385-7411  
Facsimile: (702) 664-0448  
Attorneys for Plaintiffs

**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

**FIRST AMENDED COMPLAINT**

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq. of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

**PARTIES**

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER

1 TRUST as assignee of interests of GO GLOBAL, INC. (hereinafter referred to as "Go Global"), is now,  
2 and was at all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada.

3 3. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and  
4 was at all times relevant hereto, a Nevada limited liability company doing business in Clark County,  
5 Nevada.

6 4. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was  
7 at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark  
8 County, Nevada.

9 5. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now,  
10 and was at all times relevant hereto, a Nevada limited liability company doing business in Clark  
11 County, Nevada.

12 6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive,  
13 whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore  
14 sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-  
15 X inclusive are discovered, the Plaintiff will ask leave to amend this Complaint to substitute the true  
16 names of the said Defendants. The Plaintiff is informed, believes and therefore alleges that the  
17 Defendants so designated herein are responsible in some manner for the events and occurrences  
18 contained in this action.

19  
20  
21 **JURISDICTION**

22 7. That the facts surrounding this matter occurred in Clark County, Nevada, the parties  
23 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

24 8. Additionally this matter relates to an interest/investment conveyed in a Nevada limited  
25 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.  
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**GENERAL ALLEGATIONS**

**A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills**

9. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

10. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for \$2,747,729.50. (See Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

11. Pursuant to the Agreement the \$2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

12. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

13. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

**B. Factual Allegations Regarding Nanyah and Eldorado Hills**

14. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

15. Subsequently and in the years 2006 and 2007, Plaintiffs, Robert Ray and Nanyah collectively invested \$1,783,561.60 (with Nanyah's portion being \$1,500,000), collectively, in Eldorado, and were entitled to their respective membership interests.

1           16.     At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30,  
2 2008, Rogich was expressly made aware of the claims of Ray and Nanyah, and that they had invested  
3 in Eldorado.

4           17.     While Ray's interests in Eldorado are believed to have been preserved, despite contrary  
5 representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado  
6 retained the \$1,500,000.

7           18.     That Nanyah is entitled to the return of the \$1,500,00 from Eldorado.

8           19.     As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
9 amount in excess of \$10,000.  
10

11                           **FIRST CLAIM FOR RELIEF**

12                   **(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)**

13           20.     Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
14 set forth herein.

15           21.     That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta  
16 and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global  
17 would be repaid the debt. (Id. at Exhibit 1)  
18

19           22.     Plaintiffs have complied with all conditions precedent and fulfilled their duties under the  
20 Agreement.

21           23.     That Defendant Rogich materially breached the terms of the Agreement when he agreed  
22 to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado for no  
23 consideration to TEDL, LLC. This had the net effect of allowing Rogich to keep Huerta's  
24 \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing  
25 debt.  
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1           24.     Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich  
2 in that they would honor the terms of the Agreement, all to their detriment.

3           25.     As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
4 amount in excess of \$10,000.

5           26.     It has become necessary for Huerta and Go Global to engage the services of an attorney  
6 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
7 pursuant to the Agreement.  
8

9                           **SECOND CLAIM FOR RELIEF**

10           **(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global**  
11                           **Against Rogich)**

12           27.     Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
13 set forth herein.

14           28.     That the parties herein agreed to uphold certain obligations pursuant to their Agreement;  
15 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite  
16 payments required and reasonably maintaining the membership interest to consummate the terms of the  
17 Agreement.

18           29.     Rogich never provided verbal or written notice of his intentions to transfer the interests  
19 held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and  
20 Rogich for other similar conduct.  
21

22           30.     That in every agreement there exists a covenant of good faith and fair dealing.

23           31.     That each party agreed to uphold the terms of the Agreement upon execution of the  
24 Agreement and as a result agreed to perform certain duties.

25           32.     That Defendant, Rogich has failed to maintain the obligations which he agreed upon as  
26 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith  
27

1 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

2 33. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
3 amount in excess of \$10,000.

4 34. It has become necessary for Huerta and Go Global to engage the services of an attorney  
5 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages  
6 pursuant to the Agreement.

7 **THIRD CLAIM FOR RELIEF**

8 **(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)**

9  
10 35. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
11 set forth herein.

12 36. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

13 37. Rogich represented at the time of the Agreement that he would remit payment to Huerta  
14 and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD,  
15 LLC; and furthermore knew that the representations made by him in the Agreement were in fact false  
16 with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the  
17 debt in the future.

18  
19 38. That these representations were made knowingly, willfully and with the intention that  
20 Huerta and Go Global would be induced to act accordingly and execute the Agreement.

21 39. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich  
22 all to their detriment.

23 40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
24 amount in excess of \$10,000.

25  
26 41. It has become necessary for Huerta and Go Global to engage the services of an attorney  
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1 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

2 **FOURTH CLAIM FOR RELIEF**

3 **(Unjust Enrichment - As Alleged by Nanyah Against Eldorado)**

4 44. Plaintiffs repeat and reallege each and every allegation contained above, as though fully  
5 set forth herein.

6 45. That Nanyah intended to invest \$1,500,000 into Eldorado as a capital investment for the  
7 benefit of that company, which represented a benefit to Eldorado.

8 46. Eldorado accepted the benefit of the monies provided by Nanyah.

9 47. That Rogich represented on or about October, 2008, that Nanyah's interest in the  
10 company would be purchased.

11 48. Unknown to Nanyah, Rogich and Eldorado decided afterwards that they were not going  
12 to repay Nanyah or buy out their equity interest. However during this same time other persons who  
13 held an equity interest were repaid, such as Eric Reitz.

14 49. Therefore Eldorado sometime following October 2008 made a decision to decline to  
15 repay or purchase Nanyah supposed interest and has to the present kept their \$1,500,000. That Nanyah  
16 believed during same time that they had an equity interest in Eldorado, and it was not until sometime in  
17 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was  
18 the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to  
19 receive any benefit for the \$1,500,000.

20 50. That Eldorado has been unjustly enriched in the amount of \$1,500,000.

21 51. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an  
22 amount in excess of \$10,000.

23 52. It has become necessary for Nanyah to engage the services of an attorney to commence  
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1 this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

2 WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

3 1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at  
4 time of trial;

5 2. For prejudgment interest;

6 3. For reasonable attorney's fees and costs incurred herein; and

7 4. For such other and further relief as the court deems just and proper.  
8

9 Dated this 21<sup>st</sup> day of October, 2013.

10 McDONALD LAW OFFICES, PLLC  
11

12 By: /s/ Brandon B. McDonald, Esq.  
13 Brandon B. McDonald, Esq.  
14 Nevada Bar No.: 11206  
15 2505 Anthem Village Drive, Ste. E-474  
16 Henderson, NV 89052  
17 Attorneys for Plaintiffs  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on this 21<sup>st</sup> day of October, 2013, service of the foregoing **FIRST AMENDED COMPLAINT** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.  
Steven C. Anderson, Esq.  
LIONEL SAWYER & COLLINS  
300 South Fourth Street, 17<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attorneys for Defendant/Counterclaimant,  
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker  
An employee of McDonald Law Offices, PLLC

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## **EXHIBIT 1**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

### RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ( $1/3^{\text{rd}}$ ) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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

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

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22<sup>nd</sup>, 2005. The transaction documentation with respect thereto recites

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the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

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

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the \_\_\_\_ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. Miscellaneous.

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

If to Buyer: The Rogich Family Irrevocable Trust  
3883 Howard Hughes Pkwy., #590  
Las Vegas, NV 89169

If to Seller: Go Global, Inc.  
3060 E. Post Road, #110  
Las Vegas, Nevada 89120

Carlos Huerta  
3060 E. Post Road, #110  
Las Vegas, Nevada 89120

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

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

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

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

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

(f) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

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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.

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(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

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

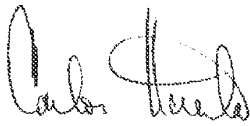
(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

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

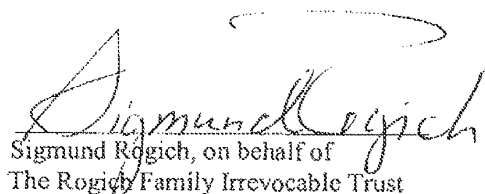
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of  
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

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

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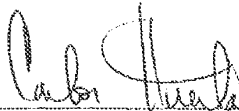
EXHIBIT "B"

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 B

## DISTRICT COURT CIVIL COVER SHEET

CLARK

County, Nevada

Case No. \_\_\_\_\_

I I I

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

NANYAH VEGAS, LLC

Defendant(s) (name/address/phone):

TELD, LLC, PETER ELIADAS, individually

and as Trustee of The Eliades Survivor

Trust of 10/30/08; SIGMUND ROGICH,

individually and as Trustee of The Rogich

Attorney (name/address/phone):

Attorney (name/address/phone): Family Irrevocable Trust;  
Imitations, LLC**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

11/4/16  
Date

Signature of initiating party or representative

See other side for family-related case filings.

**COMP**  
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CLERK OF THE COURT

*Attorneys for Nanyah Vegas, LLC*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

NANYAH VEGAS, LLC, a Nevada limited  
liability company,

**CASE NO.:** A-16-746239-C

**DEPT. NO.:** III

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.

**COMPLAINT**

1. Plaintiff, Nanyah Vegas, LLC is a Nevada limited liability company ("Nanyah").
2. Defendant TELD, LLC is, and was at all times relevant hereto, a Nevada limited liability company ("Teld").
3. Defendant Peter Eliades is an individual who is believed to be a resident of the State of Nevada ("Peter Eliades").
4. Defendant Peter Eliadas is the Trustee of the The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust").



1           5. Defendant Sigmund Rogich is an individual who is believed to be a  
2 resident of the State of Nevada ("Sigmund Rogich").

3           6. Defendant Sigmund Rogich is the Trustee of The Rogich Family  
4 Irrevocable Trust ("Rogich Trust").

5           7. Defendant Imitations, LLC is, and was at all times relevant hereto, a  
6 Nevada limited liability company ("Imitations").

7           8. Plaintiff does not know the true names and capacities of defendants sued  
8 herein as DOES 1 through 10, inclusive, and therefore sues these defendants by  
9 fictitious names. Plaintiff is informed and believes, and thereon alleges, that each of  
10 these fictitiously named defendants is responsible in some actionable manner for the  
11 damages herein alleged. Plaintiff requests leave of Court to amend its Complaint to  
12 name the defendants specifically when their identities become known.

13 **I. GENERAL ALLEGATIONS.**

14 **A. FORMATION AND OPERATION OF ELDORADO HILLS, LLC.**

15           9. Eldorado Hills, LLC ("Eldorado") was an entity formed in September, 2005,  
16 for the purpose of owning and developing land in Clark County, Nevada, made up of  
17 161.93 acres, several buildings and a functioning gun club and shooting range  
18 commonly known as 12801 South U.S. Highway 95 and identified as Assessor Parcel  
19 Number 189-11-002-001 (the "Property").

20           10. Go Global, Inc. ("Go Global") and Rogich Trust were originally 50%-50%  
21 members in Eldorado.

22           11. In order to acquire the Property, Eldorado obtained institutional financing  
23 in the amount of \$21 million dollars (the "Loan").

24           12. Eldorado relied on its two members to pay the monthly Loan payments  
25 requiring Go Global and Rogich Trust to contribute additional funds to Eldorado, which  
26 in turn Eldorado would use to pay the monthly Loan payment. In addition, funds  
27 contributed would be applied and used towards development costs as the project was  
28 being designed as an industrial park.

1           13. Commencing in or about 2006, Rogich Trust was experiencing financial  
2 difficulties which caused Rogich Trust to be unable to contribute further funds to  
3 Eldorado for payment of Eldorado's monthly Loan payments.

4           14. Accordingly, commencing in or about 2006, with the knowledge, approval  
5 and consent of Rogich Trust, Go Global began funding Eldorado's monthly Loan  
6 payments with the further knowledge, consent and agreement that Eldorado would  
7 repay Go Global's advances.

8           15. In or about 2007, Go Global and Rogich Trust agreed that Go Global  
9 would seek additional investors to invest in Eldorado, and in turn, Eldorado could use  
10 such invested funds for repayment of Go Global's advances and to assist Eldorado to  
11 make future debt service obligations and for future development of the Property.

12           16. In reliance on Rogich Trust's approval, consent and knowledge, Go Global  
13 solicited and obtained the following investments into Eldorado:

- |    |   |             |
|----|---|-------------|
| 14 | a. Nanyah                                 | \$1,500,000 |
| 15 | b. Antonio Nevada ("Antonio")             | \$3,360,000 |
| 16 | c. Ray Family Trust ("Ray")               | \$283,561   |
| 17 | d. Eddyline Investments, LLC ("Eddyline") | \$50,000    |

18           17. After receipt of Nanyah's investment, with the full knowledge, consent and  
19 agreement of Rogich Trust, in or about December 2007, Eldorado used a majority of the  
20 \$1.5 million invested to repay Go Global the amounts Go Global had single-handedly  
21 advanced on behalf of Eldorado.

22           18. Nanyah was an entity specifically formed for the purpose of investing in  
23 Eldorado.

24           19. Rogich Trust was at all times fully informed and approved the foregoing  
25 transactions.

26           20. Although Eldorado received the foregoing investments from Nanyah,  
27 Antonio, Ray, Eddyline, Eldorado failed to properly issue membership interests  
28 reflective of such investments to Nanyah and Antonio. Nanyah is informed and believes

1 that Eldorado subsequently recognized Ray and Eddyline as members of Eldorado with  
2 ownership interests. Eldorado subsequently paid Antonio all amounts due to it for its  
3 investment into Eldorado. Eldorado has, however, refused to honor Nanyah's  
4 ownership interest in Eldorado necessitating this action.

5 **B. OCTOBER, 2008 TRANSACTION BETWEEN GO GLOBAL AND**  
6 **ROGICH TRUST.**

7 21. In or about October, 2008, Eldorado was in default under the Loan.

8 22. Go Global agreed to sell its interest in Eldorado to Rogich Trust and  
9 Rogich Trust in turn agreed to resell Go Global's interest in addition to part of its interest  
10 in Eldorado to new parties interested in investing in Eldorado.

11 23. Accordingly, on or about October 30, 2008, Go Global and Rogich Trust  
12 entered into a Purchase Agreement whereby Rogich Trust agreed to acquire Go  
13 Global's membership interest in Eldorado (the "Purchase Agreement").

14 24. The Purchase Agreement's terms accurately reflected that Go Global's  
15 interest in Eldorado, which Rogich Trust was acquiring, was not yet determined due to  
16 the dilution of the parties' original 50% interests based upon the additional investments  
17 made by Nanyah, Antonio, Ray and Eddyline. *Id.*, Recitals, A.

18 25. In addition, in entering into the Purchase Agreement, Rogich Trust  
19 intended and agreed to be fully responsible for repayment of Nanyah's, Antonio's, Ray's  
20 and Eddyline's investments in Eldorado. *Id.*

21 26. Rogich Trust affirmed, represented and covenanted that it would confirm  
22 the membership interests of Nanyah, Antonio, Ray and Eddyline in Eldorado or convert  
23 such interests into non-interest bearing debt. *Id.*

24 27. Rogich Trust agreed that Nanyah's, Antonio's, Ray's and Eddyline's  
25 membership interests in Eldorado would not be subject to any capital calls. *Id.*

26 28. Rogich Trust also agreed that recognition of Nanyah's, Antonio's, Ray's  
27 and Eddyline's membership interest in Eldorado would be established from Rogich  
28 Trust's interest in Eldorado. *Id.*

1           29. Go Global also represented and warranted that Nanyah's, Antonio's,  
2 Ray's and Eddyline's investments in Eldorado, identified in the Purchase Agreement at  
3 Exhibit A, were accurate and that Go Global agreed to indemnify Rogich Trust for any  
4 claims over and above the listed amounts for these investors. *Id.*, ¶4.

5           30. Go Global also warranted that its membership interest was subject to the  
6 claims by Nanyah, Antonio, Ray and Eddyline for their membership interest in Eldorado  
7 and/or encumbered for the repayment of their investment. *Id.*

8           31. Pursuant to the Purchase Agreement, Go Global was relieved of any  
9 obligation and/or repayment to Nanyah, Antonio, Ray and Eddyline and Rogich Trust  
10 agreed to accept full responsibility for said obligations. *Id.*

11           32. Rogich Trust also agreed and covenanted that the obligations owed to  
12 Nanyah, Antonio, Ray and Eddyline would all survive the closing of the transaction  
13 whereby Go Global transferred its membership interest to Rogich Trust. *Id.* ¶6(d).

14           33. The Purchase Agreement also provides that a prevailing party is entitled  
15 to recover of all of its attorneys' fees and costs. *Id.* ¶7(d).

16           34. Nanyah is a specifically identified third-party beneficiary under the  
17 Purchase Agreement.

18           35. The Purchase Agreement also acknowledged that as part of Rogich  
19 Trust's acquisition of Go Global's membership interest in Eldorado, and as part of its  
20 obligation to document their membership interests and/or repay Nanyah, Antonio, Ray  
21 and Eddyline for their investments, Rogich Trust was reselling part of Eldorado's  
22 membership interest to the following entities:

23           a. TELD, LLC ("Teld"); and

24           b. Albert E. Flangas Revocable Living Trust dated July 22nd 2005  
25 ("Flangas").

26 *Id.* ¶5.

27           36. Go Global agreed to sell its interest in Eldorado to Rogich Trust for the  
28 price of \$2,747,729.50 in addition to Rogich Trust's representations and promises to

1 accept full liability to honor the membership interests of Nanyah, Antonio, Ray and  
2 Eddyline and/or to repay the investments made by these entities into Eldorado.

3 37. The Purchase Agreement also provided that "time is of the essence"  
4 regarding compliance with the agreement's provisions. *Id.* ¶7(n).

5 **C. OCTOBER, 2008 TRANSACTIONS BETWEEN ROGICH TRUST, TELD**  
6 **AND FLANGAS.**

7 38. Contemporaneously with the execution of the Purchase Agreement, on or  
8 about October 30, 2009, Rogich Trust entered into a Membership Interest Purchase  
9 Agreement with Teld (the "Teld Agreement").

10 39. Sigmund Rogich was a party to the Teld Agreement.

11 40. Peter Eliades was a party to the Teld Agreement.

12 41. Go Global was also a party to the Teld Agreement for the purpose of,  
13 among other things, "consenting" to the transaction.

14 42. Contemporaneously with the execution of the Purchase Agreement and  
15 the Teld Agreement, on or about October 30, 2008, Rogich Trust also entered into a  
16 Membership Interest Purchase Agreement with Flangas (the "Flangas Agreement").

17 43. Sigmund Rogich was also a party to the Flangas Agreement.

18 44. Go Global was also a party to the Flangas Agreement for the purpose of,  
19 among other things, "consenting" to the transaction.

20 45. Given that the terms of the Teld Agreement and the Flangas Agreement  
21 are virtually identical, these membership purchase agreements will jointly be referred to  
22 hereafter as the "Membership Agreements" unless otherwise specified.

23 46. The Membership Agreements document that the Loan required a principal  
24 reduction payment of \$4,321,718.82 and a payment of \$678,281.68 as and for accrued  
25 interest. *Id.* Recital C.

26 47. The Membership Agreements specifically reference the interests of  
27 Nanyah, Antonio, Ray and Eddyline in Eldorado and state that Rogich Trust is  
28 concurrently acquiring the ownership interests of these entities—which are included

1 within Go Global's membership interest in Eldorado. *Id.* Recital F.

2 48. Pursuant to the terms of the Membership agreements, Rogich Trust was  
3 selling to Teld and to Flangas each 1/6<sup>th</sup> interest in Eldorado. *Id.* Recital D.

4 49. In addition, Rogich Trust entered into a Subscription Agreement with Teld  
5 and with Flangas by which each entity also acquired another 1/6<sup>th</sup> interest in Eldorado.  
6 *Id.* Recital E. The Subscription Agreement is incorporated as Exhibit C to the  
7 Membership Agreements. *Id.*

8 50. Nowhere in the Purchase Agreement or Membership Agreements does  
9 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as  
10 part of these transactions Flangas was buying Go Global's interest then concurrently  
11 reselling this interest back to Teld with a portion going to Rogich Trust.

12 51. Nowhere in the Purchase Agreement or Membership Agreements does  
13 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as  
14 part of these transactions Teld is reselling 6.67% of its interest acquired from Flangas  
15 back to Rogich Trust and/or allegedly "loaning" Rogich Trust \$600,000 to acquire Go  
16 Global's interest via transfer to Flangas, then by transfer to Teld, then by ultimate  
17 transfer to the Rogich Trust.

18 52. Both Membership Agreements cross-reference the contemporaneous  
19 agreements. *Id.*, Recital G.

20 53. The Membership Agreements also incorporate and adopt the Amended  
21 and Restated Operating Agreement for Eldorado. *Id.* Recital I.

22 54. The Amended and Restated Operating Agreement for Eldorado is  
23 attached as Exhibit I to the Membership Agreements. *Id.*

24 55. Accordingly, upon the disclosed information contained in the Purchase  
25 Agreement and Membership Agreements, Rogich Trust was acquiring Go Global's  
26 membership interest (which interest was subject to a right of a membership interest  
27 and/or repayment of debt for Nanyah, Antonio, Ray and Eddyline) and Rogich Trust was  
28 contemporaneously reselling this encumbered membership interest to Teld and Flangas

1 and Eldorado was issuing new 1/6<sup>th</sup> membership interests to Teld and Flangas.

2 56. Therefore, based upon the terms of the Membership Agreements, upon  
3 the close of the transactions, the ownership of Eldorado was documented as follows:

- 4 a. Rogich Trust 1/3<sup>rd</sup>;
- 5 b. Teld 1/3<sup>rd</sup>; and
- 6 c. Flangas 1/3<sup>rd</sup>.

7 *Id.* ¶3.

8 57. Further, Rogich Trust's 1/3<sup>rd</sup> interest was specifically subject to the rights  
9 of all the investors for whom Rogich Trust had already assumed responsibility to repay,  
10 i.e., Nanyah, Antonio, Ray and Eddyline. *Id.* ¶3(c).

11 58. Rogich Trust specifically affirmed the following representations in the  
12 Membership Agreements:

- 13 a. that Rogich Trust's interest in Eldorado was subject to the rights of  
14 Nanyah, Antonio, Ray and Eddyline; and
- 15 b. the amounts owed to Nanyah, Antonio, Ray and Eddyline were all  
16 accurately identified in Exhibit D to the Membership Agreements.

17 *Id.* ¶4.

18 59. Exhibit D to the Membership Agreements then states in concise detail the  
19 following:

20 **Seller [Rogich Trust] confirms that certain amounts have been**  
21 **advanced to or on behalf of the Company [Eldorado] by certain third-**  
22 **parties, as referenced in Section 8 of the Agreement. Seller [Rogich**  
23 **Trust] shall endeavor to convert the amounts advanced into non-**  
**interest bearing promissory notes for which Seller [Rogich Trust] will**  
**be responsible.**

24 *Id.*, Membership Agreements, Exh. D (emphasis added).

25 60. Exhibit D to the Membership Agreements also detailed Nanyah's,  
26 Antonio's, Ray's and Eddyline's financial investments into Eldorado.

27 61. Section 8 of the Membership Agreement, which was specifically  
28 referenced in Exhibit D, also states the following with regard to Rogich Trust's  
obligations to Nanyah and the other investors as follows:

1 Seller [Rogich Trust] shall defend, indemnify and hold Buyer  
2 harmless from any and all the claims of Eddyline . . . Ray . . . Nanyah . . .  
3 and Antonio, **each of whom invested or otherwise advanced the**  
4 **funds, plus certain possible claimed accrued interest.**

5 *Id.* ¶8(c) (emphasis added).

6 62. Rogich Trust, Teld and Flangas all agreed that the Amended and  
7 Restated Operating Agreement for Eldorado became enforceable and effective upon  
8 the closing of the transactions. *Id.* ¶6.

9 63. Conclusively demonstrating that Rogich Trust's membership interest was  
10 subject to Nanyah's and the other investor's interests, the Amended and Restated  
11 Operating Agreement specifically called out that Rogich Trust's membership interest in  
12 Eldorado was "subject to certain possible dilution or other indemnification  
13 responsibilities assumed by the Rogich Trust in the Purchase Agreements." *Id.* at ¶B.

14 **D. ROGICH TRUST'S ACQUISITION OF FLANGAS' INTEREST IN**  
15 **ELDORADO.**

16 64. Sometime during the later part of 2008 and/or contemporaneously with the  
17 execution of the Purchase Agreements and Membership Agreements, Nanyah is  
18 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete  
19 Eliades agreed that Flangas would cease being a member in Eldorado and would sell  
20 its 33 1/3<sup>rd</sup> interest in Eldorado to Teld and to the Rogich Trust.

21 65. In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000  
22 for Rogich Trust to acquire 6.67% interest in Eldorado from Flangas.

23 66. Of note, this transaction evidenced that 1% of Eldorado was equivalent to  
24 approximately \$100,000. As discussed later herein, Rogich Trust wrongfully transfers  
25 its 40% interest in Eldorado (valued at \$4 million) to Teld for the alleged repayment of  
26 Rogich Trust's \$600,000 note. In this fashion, Rogich Trust and Teld, along with their  
27 principals, wrongfully conspired to transfer \$3.4 million worth of value from Rogich to  
28 Teld to avoid recognizing Nanyah's interest in Eldorado and/or to avoid repaying  
Eldorado its investment in Eldorado.



1           67. As part of the foregoing transaction, Nanyah is informed and believes that  
2 Flangas transferred its remaining interest in Eldorado to Teld.

3           68. Accordingly, as of approximately the end of 2008, Rogich Trust held a  
4 40% membership interest in Eldorado and this membership interest was subject to  
5 Nanyah's membership interest claim and/or repayment of Nanyah's investment.

6           69. Nanyah was never informed of the foregoing transactions between Rogich  
7 Trust, Teld and Flangas.

8           **E. TELD'S ACQUISITION OF ROGICH TRUST'S 40% INTEREST IN**  
9           **ELDORADO.**

10          70. Based upon information and belief, on about August or September of  
11 2012, Teld and Rogich Trust entered into a new agreement whereby Rogich Trust  
12 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the  
13 sum of \$682,000 to the Eliades Trust (the "Eliades Trust Acquisition"). Nanyah is  
14 informed and believes these documents were backdated to January 1, 2012, for some  
15 reason that it is not yet known to Nanyah.

16          71. Nanyah is informed and believes that Pete Eliades and/or Teld is the  
17 grantor, Trustee and/or beneficiary of the Eliades Trust.

18          72. Pursuant to the Eliades Trust Acquisition, Rogich Trust represented that it  
19 had the authority to transfer the 40% membership interest in Eldorado to the Eliades  
20 Trust without the consent or approval of any other person or entity.

21          73. Rogich Trust's representations were false in that Rogich Trust and the  
22 Eliades Trust both knew that Rogich Trust's membership interest was subject to the  
23 rights and claims of Nanyah.

24          74. As part of this transaction, Rogich Trust represented that it was insolvent  
25 and unable to contribute to the ongoing debt obligations of Eldorado as it was obligated  
26 to do under the terms of the Eldorado Amended and Restated Operating Agreement.

27          75. Rogich Trust has asserted that the \$682,000 amount for which it  
28 transferred its 40% interest in Eldorado to the Eliades Trust was for the purpose of

1 repaying the original \$600,000 that the Rogich Trust allegedly borrowed to acquire  
2 6.67% interest of Flangas' ownership interest from Teld, plus \$83,000 in interest.

3 76. Nanyah has since discovered that the purported repayment of \$683,000 to  
4 Eliades was a sham transaction perpetrated to assist Rogich Trust and Teld from  
5 repaying the debt owed to Nanyah and to assist in transferring Rogich Trust's  
6 membership interest to Teld's affiliated entity the Eliades Trust.

7 77. As part of the Eliades Trust Acquisition, a Unanimous Written Consent of  
8 the Managers of Eldorado Hills, LLC was entered into by and between Rogich Trust and  
9 Teld (hereinafter the "Eldorado Resolution").

10 78. The Eldorado Resolution identifies that Rogich Trust is transferring its  
11 40% interest in Eldorado to the Eliadas Trust subject to the claims of Ray and Eddyline.

12 79. The Eldorado Resolution intentionally omits Rogich Trust's obligations to  
13 Nanyah again demonstrating such transaction was perpetrated for the purpose of  
14 avoiding Nanyah's membership interest in Eldorado.

15 80. Nanyah is informed and believes that by this time, Rogich Trust, Sigmund  
16 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades  
17 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in  
18 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado.

19 81. Nanyah has since been informed that as part of the Eliades Trust  
20 Acquisition, Rogich Trust also received an additional interest in Imitations, LLC  
21 ("Imitations") from the Eliades Trust, which Nanyah believes such interest is valued at  
22 over \$2,500,000. Of note, further demonstrating the scheme to harm Nanyah,  
23 Imitations, LLC was established by Peter Eliades as a Nevada limited liability company,  
24 but has been solely controlled by Rogich or one of his entities since inception.

25 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust  
26 never informed Nanyah of the Eliadas Trust Acquisition and/or the Eldorado Resolution.

27 83. It was not until December, 2012, that Nanyah discovered that Rogich  
28 Trust purported to no longer own any interest in Eldorado and that Rogich Trust's

1 interest in Eldorado had been transferred to Teld and/or the Eliades Trust.

2 84. Nanyah is informed and believes that Rogich Trust repaid Antonio its  
3 investment in Eldorado and formally recognized Ray's and Eddyline's membership  
4 interests in Eldorado.

5  
6 **FIRST CLAIM FOR RELIEF**  
**(Breach of Contract-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

7 85. Nanyah incorporates all prior allegations as if fully set forth herein.

8 86. Nanyah invested \$1.5 million into Eldorado.

9 87. At all relevant times, Nanyah claimed an ownership interest in Eldorado.

10 88. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the  
11 Purchase Agreement, the Membership Agreements and the Amended and Restated  
12 Operating Agreement, which agreements all specifically identified Nanyah as a third-  
13 party beneficiary of each agreement.

14 89. Pursuant to the terms of these agreements, all parties agreed that  
15 Nanyah's \$1.5 million investment into Eldorado would be documented as an "equity"  
16 interest in Eldorado and, if not, such investment would otherwise be treated as "non-  
17 interest bearing debt".

18 90. Nanyah's membership interest has no capital calls.

19 91. Nanyah's membership interest was required to be apportioned from  
20 Rogich Trust's membership interest in Eldorado.

21 92. The defendants, and each of them, breached the terms of the foregoing  
22 agreements by, among other things:

- 23 a. failing to provide Nanyah a membership interest in Eldorado;  
24 b. failing to convert Nanyah's investment into a non-interest bearing  
25 debt;  
26 c. failing to inform Nanyah that Rogich Trust was transferring its full  
27 membership interest in Eldorado to the Eliadas Trust in breach of  
28 the terms of the agreements;  
d. in transferring Rogich Trust's full membership interest in Eldorado  
to the Eliadas Trust in breach of the terms of the agreements; and

- 1  
2 e. working cooperatively to assist Rogich Trust in transferring its full  
3 membership interest in Eldorado to the Eliadas Trust for the  
4 purpose of not honoring the debt owed to Nanyah.

5 93. Nanyah has sustained damages in excess of Ten Thousand Dollars  
6 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
7 reasonable and necessary attorney's fees and costs incurred in this action.

8 **SECOND CLAIM FOR RELIEF**

9 **(Breach of the Implied Covenant of Good Faith and Fair Dealing, Contractual-  
10 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

11 94. Nanyah incorporates all prior allegations as if fully set forth herein.

12 95. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the  
13 Purchase Agreement, the Membership Agreements and the Amended and Restated  
14 Operating Agreement, which agreements all specifically identified Nanyah as a third-  
15 party beneficiary of each agreement.

16 96. These defendants owed Nanyah a duty of good faith and fair dealing  
17 arising from these contracts.

18 97. The defendants breached the implied covenant of good faith and fair  
19 dealing contained in the agreements by engaging in misconduct that was unfaithful to  
20 the purpose of the contractual relationship, by among other things:

- 21 a. failing to provide Nanyah a membership interest in Eldorado;  
22 b. failing to convert Nanyah's investment into a non-interest bearing  
23 debt;  
24 c. failing to inform Nanyah that Rogich Trust was transferring its full  
25 membership interest in Eldorado to the Eliadas Trust in breach of  
26 the terms of the agreements;  
27 d. in transferring Rogich Trust's full membership interest in Eldorado  
28 to the Eliadas Trust in breach of the terms of the agreements; and  
e. working cooperatively to assist Rogich Trust in transferring its full  
membership interest in Eldorado to the Eliadas Trust for the  
purpose of not honoring the debt owed to Nanyah.

1           98.    The defendants' acts intended to and did accomplish the wrongful  
2 objective in deceiving and depriving Nanyah of its expectations and financial benefits in  
3 investing in Eldorado's ownership and development of the Property.

4           99.    Nanyah has sustained damages in excess of Ten Thousand Dollars  
5 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
6 reasonable and necessary attorney's fees and costs incurred in this action.

7  
8                               **THIRD CLAIM FOR RELIEF**  
9                               **(Breach of the Implied Covenant of Good Faith and Fair Dealing, Tortious-Rogich**  
10                              **Trust, Sigmund Rogich, Teld, Peter Eliades)**

11           100.   Nanyah incorporates all prior allegations as if fully set forth herein.

12           101.   Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the  
13 Purchase Agreement, the Membership Agreements and the Amended and Restated  
14 Operating Agreement, which agreements all specifically identified Nanyah as a third-  
15 party beneficiary of each agreement.

16           102.   These defendants owed Nanyah a duty of good faith and fair dealing  
17 arising from these contracts.

18           103.   These defendants shared a special, fiduciary and/or confidential  
19 relationship with Nanyah.

20           104.   Nanyah did repose in these defendants a special confidence with respect  
21 to the transactions involving its investment in Eldorado and defendants were obligated  
22 to honor the special confidence and confidentiality with due regard for Nanyah's  
23 interests.

24           105.   The defendants breached the implied covenant of good faith and fair  
25 dealing contained in the agreements by engaging in misconduct that was unfaithful to  
26 the purpose of the contractual relationship and special relationship that existed, by  
27 among other things:

- 28                   a.    failing to provide Nanyah a membership interest in Eldorado;  
                  b.    failing to convert Nanyah's investment into a non-interest bearing  
                          debt;

- 1 c. failing to inform Nanyah that Rogich Trust was transferring its full  
2 membership interest in Eldorado to The Eliadas Trust in breach of  
3 the terms of the agreements;  
4 d. in transferring Rogich Trust's full membership interest in Eldorado  
5 to The Eliadas Trust in breach of the terms of the agreements; and  
6 e. working cooperatively to assist Rogich Trust in transferring its full  
7 membership interest in Eldorado to the Eliadas Trust for the  
8 purpose of not honoring the debt owed to Nanyah.

9 106. The defendants' acts intended to and did accomplish the wrongful  
10 objective in deceiving and depriving Nanyah of its expectations and financial benefits in  
11 investing in Eldorado's ownership and development of the Property.

12 107. Nanyah has sustained damages in excess of Ten Thousand Dollars  
13 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
14 reasonable and necessary attorney's fees and costs incurred in this action.

15 108. When the defendants' acts were performed, they acted with oppression,  
16 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's  
17 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of  
18 Ten Thousand Dollars (\$10,000.00).

19 **FOURTH CLAIM FOR RELIEF**  
20 **(Intentional Interference With Contract-Sigmund Rogich, Teld, Peter Eliades,**  
21 **Eliades Trust, Imitations)**

22 109. Nanyah incorporates all prior allegations as if fully set forth herein.

23 110. Nanyah was a third-party beneficiary of the Purchase Agreement, the  
24 Membership Agreements and the Amended and Restated Operating Agreement.

25 111. These defendants were all aware of the foregoing agreements specifically  
26 identifying Nanyah's membership interest in Eldorado and the rights to receive such  
27 interest from the Rogich Trust.

28 112. These defendants performed intentional acts intended or designed to  
disrupt Nanyah's contractual rights arising out of these contracts.

113. Based upon these defendants' actions, actual disruption of the contracts  
occurred.

1           114. Nanyah has sustained damages in excess of Ten Thousand Dollars  
2 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its  
3 reasonable and necessary attorney's fees and costs incurred in this action.

4           115. When the defendants' acts were performed, they acted with oppression,  
5 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's  
6 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of  
7 Ten Thousand Dollars (\$10,000.00).

8  
9                           **FIFTH CLAIM FOR RELIEF**  
                          **(Constructive Trust–The Eliades Trust)**

10           116. Nanyah incorporates all prior allegations as if fully set forth herein.

11           117. The Eliades Trust has obtained Rogich Trust's interest in Eldorado, which  
12 interest was subject to Nanyah's ownership interest in Eldorado. At all times, the  
13 Eliades Trust was fully aware of Nanyah's ownership interests in Eldorado.

14           118. The Eliades Trust, working cooperatively with the other named  
15 defendants, assisted Rogich Trust in the transfer of its full membership interest in  
16 Eldorado to the Eliadas Trust for the purpose of not honoring the obligations owed to  
17 Nanyah.

18           119. By reason of the foregoing, this Court should impose a constructive trust  
19 upon the Eliades Trust's membership interest in Eldorado for all profits found to be  
20 improperly acquired by it and/or for all interests Nanyah is entitled to receive.

21                           **SIXTH CLAIM FOR RELIEF**  
22                           **(Conspiracy–All Defendants)**

23           120. Nanyah incorporates all prior allegations as if fully set forth herein.

24           121. Defendants, by acting in concert, intended to accomplish an unlawful  
25 objective in deceiving and depriving Nanyah from its expectations and financial benefits  
26 in being a member of Eldorado.

27           122. Nanyah has sustained damages in excess of Ten Thousand Dollars  
28 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its

1 reasonable and necessary attorney's fees and costs incurred in this action.

2 123. When the defendants' acts were performed, they acted with oppression,  
3 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's  
4 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of  
5 Ten Thousand Dollars (\$10,000.00).  
6

7 **SEVENTH CLAIM FOR RELIEF**  
8 **(Fraudulent Transfer—NRS 112.180(1)(b))**

9 124. Nanyah incorporates all prior allegations as if fully set forth herein.

10 125. The conveyances by Rogich Trust to the Eliades Trust constituted a  
11 "transfer" of assets within the meaning of Nevada's Uniform Fraudulent Transfer Act  
12 (the "UFTA").

13 126. The transfer was performed with actual intent to hinder, delay or defraud  
14 Nanyah so that Nanyah would be deprived of its interest in Eldorado.

15 127. At all relevant times the Eliades Trust had actual knowledge of Nanyah's  
16 interest in Eldorado and cannot, therefore, be a "good faith" purchaser within the  
17 meaning of NRS 112.220.

18 128. Pursuant to NRS 112.210, Nanyah is entitled to the following relief against  
19 the Eliades Trust:

- 20 a. The right to levy execution on the assets transferred to the Eliades  
21 Trust or their proceeds;
- 22 b. The avoidance of the transferred membership interest to the extent  
23 necessary to satisfy Nanyah's claims;
- 24 c. Recovery of the value of the transfer to the extent necessary to  
25 satisfy Nanyah's claims;
- 26 d. Appointment of a receiver to take charge of the assets transferred  
27 until such time as those assets can be liquidated;
- 28 e. Attachment or garnishment against the asset transferred; and,
- f. An injunction against further disposition by the Eliades Trust and/or  
subsequent transferee of the assets transferred.



1           129. Nanyah has sustained damages in excess of Ten Thousand Dollars  
2 (\$10,000.00) as a result of the defendant's actions and it is entitled to recover its  
3 reasonable and necessary attorney's fees and costs incurred in this action.

4           130. When the defendant's acts were performed, it acted with oppression, fraud  
5 and malice and/or with the willful, intentional and reckless disregard of Nanyah's rights  
6 and interest, and, therefore, Nanyah is entitled to punitive damages in excess of Ten  
7 Thousand Dollars (\$10,000.00).

8                                   **EIGHTH CLAIM FOR RELIEF**  
9                                   **(Declaratory Relief)**

10           131. Nanyah incorporates all prior allegations as if fully set forth herein.

11           132. There exists a current justiciable controversy between Nanyah and the  
12 named defendants regarding Nanyah's rights and obligations with respect to its  
13 investment into Eldorado.

14           133. Pursuant to NRS 30.030 and 30.040 Nanyah is entitled to seek  
15 declaratory relief determining the amount of its membership interest in Eldorado and/or  
16 the amounts owed to it in the event a membership interest is not sought and/or  
17 obtained.

18           134. This controversy is ripe for adjudication.

19           135. Nanyah seeks a declaration from this Court setting forth Nanyah's rights  
20 as contained in the various agreements referenced herein.

21                                   **NINTH CLAIM FOR RELIEF**  
22                                   **(Specific Performance)**

23           136. Nanyah incorporates all prior allegations as if fully set forth herein.

24           137. The terms of the various contracts are clear, definite and certain.

25           138. An award of damages may be inadequate to compensate Nanyah for the  
26 derivation of its membership interest in Eldorado.

27           139. Nanyah has already tendered its performance by paying \$1.5 million as an  
28 investment into and/or for the benefit of Eldorado.

1 140. Accordingly, Nanyah is entitled to specific performance of the Purchase  
2 Agreement, Membership Agreements and the Amended and Restated Operating  
3 Agreement vesting Nanyah with a membership interest in Eldorado as detailed herein.

4 WHEREFORE, Nanyah prays for judgment against the Defendants, and each of  
5 them, as follows:

- 6 1. For compensatory damages according to proof in excess of \$10,000.00;
- 7 2. For general damages according to proof in excess of \$10,000.00;
- 8 3. For punitive damages according to proof in excess of \$10,000.00;
- 9 4. For the imposition of a constructive trust on the Eliades Trust's  
10 membership interest in Eldorado including not limited to all profits Nanyah  
11 is entitled to receive from the ownership and development of the Property;
- 12 5. For declaratory relief;
- 13 6. For specific performance;
- 14 7. For costs of Court and attorneys' fees incurred;
- 15 8. For such other relief as the Court determines appropriate.

16 **AFFIRMATION:** The undersigned does hereby affirm that this document does  
17 not contain the Social Security Number of any person.

18 DATED this 4<sup>th</sup> day of November, 2016.

19  
20 ROBISON, BELAUSTEGUI, SHARP & LOW  
21 A Professional Corporation  
22 71 Washington Street  
23 Reno, Nevada 89503

24 By 

25 MARK G. SIMONS, ESQ.  
26 Attorneys for Nanyah Vegas, LLC

27 j:\wpdata\mgs\30564.001 (nanyah)\p-complaint-new lawsuit\_revised.docx

1 **IAFD**  
2 Mark G. Simons, Esq. (SBN 5132)  
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**  
4 A Professional Corporation  
5 71 Washington Street  
6 Reno, Nevada 89503  
7 Telephone: (775) 329-3151  
8 Facsimile: (775) 329-7941  
9 Email: [msimons@rbsllaw.com](mailto:msimons@rbsllaw.com)

10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **NANYAH VEGAS, LLC, a Nevada limited liability company,** **CASE NO.:**

14 **Plaintiff,** **DEPT. NO.:**

15 **v.**

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

21 **Defendants.**

22 **INITIAL APPEARANCE FEE DISCLOSURE**

23 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are  
24 submitted for parties appearing in the above-entitled action as indicated below:

25 Plaintiff NANYAH VEGAS, LLC:	\$270.00
26 TOTAL REMITTED (Required):	\$270.00

27 *///*

28 *///*

*///*

*///*

Robison, Belaustegui,  
Sharp & Low  
71 Washington St.  
Reno, NV 89503  
(775) 329-3151

**AFFIRMATION:** The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 4<sup>th</sup> day of November, 2016.

ROBISON, BELAUSTEGUI, SHARP & LOW  
A Professional Corporation  
71 Washington Street  
Reno, Nevada 89503

By:

MARK G. SIMONS, ESQ.  
Attorneys for Nanyah Vegas, LLC

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Robison, Belaustegui,  
Sharp & Low  
71 Washington St.  
Reno, NV 89503  
(775) 329-3151

# EXHIBIT C

**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) [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas  
**Sent:** Saturday, April 12, 2008 1:13 AM  
**To:** Yoav Harlap <[Yoav.Harlap@Nanyah.com](mailto: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)

2007

For calendar year 2007, or tax

Department of the Treasury  
Internal Revenue Serviceyear beginning DECEMBER 31, 2007ending DECEMBER 31, 2007**Partner's Share of Income, Deductions,  
Credits, etc.**

▶ See separate instructions.

Part I Information About the Partnership		Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items													
A Partnership's employer identification number <b>26-1508635</b>		1 Ordinary business income (loss) <b>&lt;2,515.&gt;</b>	15 Credits												
B Partnership's name, address, city, state, and ZIP code <b>CANAMEX NEVADA, LLC C/O GO GLOBAL INC 3060 E. POST RD. STE 110 LAS VEGAS, NV 89120</b>		2 Net rental real estate income (loss)	16 Foreign transactions												
C IRS Center where partnership filed return <b>OGDEN, UT</b>		3 Other net rental income (loss)													
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)		4 Guaranteed payments													
Part II Information About the Partner		5 Interest income													
E Partner's identifying number <b>APPLIED FOR</b>		6a Ordinary dividends	17 Alternative min tax (AMT) items												
F Partner's name, address, city, state, and ZIP code <b>NANYAH VEGAS, LLC 3060 E. POST RD. STE 110 LAS VEGAS, NV 89120</b>		6b Qualified dividends													
G <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member		7 Royalties	18 Tax-exempt income and nondeductible expenses												
H <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner		8 Net short-term capital gain (loss)													
I What type of entity is this partner? <b>PARTNERSHIP</b>		9a Net long-term capital gain (loss)													
J Partner's share of profit, loss, and capital:		9b Collectibles (28%) gain (loss)	19 Distributions												
<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>99.00000000%</td> <td>99.00000000%</td> </tr> <tr> <td>Loss</td> <td>99.00000000%</td> <td>99.00000000%</td> </tr> <tr> <td>Capital</td> <td>99.00000000%</td> <td>99.00000000%</td> </tr> </tbody> </table>			Beginning	Ending	Profit	99.00000000%	99.00000000%	Loss	99.00000000%	99.00000000%	Capital	99.00000000%	99.00000000%	9c Unrecaptured sec 1250 gain	20 Other information
	Beginning	Ending													
Profit	99.00000000%	99.00000000%													
Loss	99.00000000%	99.00000000%													
Capital	99.00000000%	99.00000000%													
K Partner's share of liabilities at year end:		10 Net section 1231 gain (loss)													
Nonrecourse .....		11 Other income (loss)													
Qualified nonrecourse financing .....															
Recourse .....		12 Section 179 deduction													
		13 Other deductions													
L Partner's capital account analysis:		14 Self-employment earnings (loss)													
Beginning capital account .....		<b>A 0.</b>													
Capital contributed during the year .....		*See attached statement for additional information.													
Current year increase (decrease) .....															
Withdrawals & distributions .....															
Ending capital account .....															
<input type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book <input type="checkbox"/> Other (explain)															

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\_005234



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:		
Passive loss	K Empowerment zone and renewal community employment credit	Form 8844, line 3
Passive income	L Credit for increasing research activities	See the Partner's Instructions
Nonpassive loss	M New markets credit	
Nonpassive income	N Credit for employer social security and Medicare taxes	
2. Net rental real estate income (loss)	O Backup withholding	Form 1040, line 64
3. Other net rental income (loss)	P Other credits	See the Partner's Instructions
Net income	16. Foreign transactions	
Net loss	A Name of country or U.S. possession	Form 1116, Part I
4. Guaranteed payments	B Gross income from all sources	
5. Interest income	C Gross income sourced at partner level	
6a. Ordinary dividends	Foreign gross income sourced at partnership level	
6b. Qualified dividends	D Passive category	Form 1116, Part I
7. Royalties	E General category	
8. Net short-term capital gain (loss)	F Other	
9a. Net long-term capital gain (loss)	Deductions allocated and apportioned to partner level	
9b. Collectibles (28%) gain (loss)	G Interest expense	Form 1116, Part I
9c. Unrecaptured section 1250 gain	H Other	Form 1116, Part I
10. Net section 1231 gain (loss)	Deductions allocated and apportioned at partnership level to foreign source income	
11. Other income (loss)	I Passive category	Form 1116, Part I
Code	J General category	
A Other portfolio income (loss)	K Other	
B Involuntary conversions	Other information	
C Sec. 1256 contracts & straddles	L Total foreign taxes paid	Form 1116, Part II
D Mining exploration costs recapture	M Total foreign taxes accrued	Form 1116, Part II
E Cancellation of debt	N Reduction in taxes available for credit	Form 1116, line 12
F Other income (loss)	O Foreign trading gross receipts	Form 8873
12. Section 179 deduction	P Extraterritorial income exclusion	Form 8873
13. Other deductions	Q Other foreign transactions	See the Partner's Instructions
A Cash contributions (50%)	17. Alternative minimum tax (AMT) items	
B Cash contributions (30%)	A Post-1986 depreciation adjustment	See the Partner's Instructions and the Instructions for Form 6251
C Noncash contributions (50%)	B Adjusted gain or loss	
D Noncash contributions (30%)	C Depletion (other than oil & gas)	
E Capital gain property to a 50% organization (30%)	D Oil, gas, & geothermal - gross income	
F Capital gain property (20%)	E Oil, gas, & geothermal - deductions	
G Investment interest expense	F Other AMT items	
H Deductions - royalty income	18. Tax-exempt income and nondeductible expenses	
I Section 59(e)(2) expenditures	A Tax-exempt interest income	Form 1040, line 8b
J Deductions - portfolio (2% floor)	B Other tax-exempt income	See the Partner's Instructions
K Deductions - portfolio (other)	C Nondeductible expenses	See the Partner's Instructions
L Amounts paid for medical insurance	19. Distributions	
M Educational assistance benefits	A Cash and marketable securities	See the Partner's Instructions
N Dependent care benefits	B Other property	See the Partner's Instructions
O Preproductive period expenses	20. Other information	
P Commercial revitalization deduction from rental real estate activities	A Investment income	Form 4952, line 4a
Q Pensions and IRAs	B Investment expenses	Form 4952, line 5
R Reforestation expense deduction	C Fuel tax credit information	Form 4136
S Domestic production activities information	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions
T Qualified production activities income	E Basis of energy property	See the Partner's Instructions
U Employer's Form W-2 wages	F Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
V Other deductions	G Recapture of low-income housing credit (other)	Form 8611, line 8
14. Self-employment earnings (loss)	H Recapture of investment credit	Form 4255
Note: If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.	I Recapture of other credits	See the Partner's Instructions
A Net earnings (loss) from self-employment	J Look-back interest - completed long-term contracts	Form 8697
B Gross farming or fishing income	K Look-back interest - income forecast method	Form 8666
C Gross non-farm income	L Dispositions of property with section 179 deductions	
15. Credits	M Recapture of section 179 deduction	
A Low-income housing credit (section 42(j)(5))	N Interest expense for corporate partners	
B Low-income housing credit (other)	O Section 453(j)(3) information	
C Qualified rehabilitation expenditures (rental real estate)	P Section 453A(e) information	
D Other rental real estate credits	Q Section 126(b) information	
E Other rental credits	R Interest allocable to production expenditures	See the Partner's Instructions
F Undistributed capital gains credit	S CCF nonqualified withdrawals	
G Credit for alcohol used as fuel	T Information needed to figure depletion - oil and gas	
H Work opportunity credit	U Amortization of reforestation costs	
I Welfare-to-work credit	V Unrelated business taxable income	
J Disabled access credit	W Other information	

# EXHIBIT D

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\_005237

**Schedule K-1**  
(Form 1065)

**2010**

Department of the Treasury  
Internal Revenue Service

For calendar year 2010, or tax  
year beginning \_\_\_\_\_, 2010  
ending \_\_\_\_\_

☐ Final K-1

☐ Amended K-1

651110  
OMB No. 1545-0099

**Partner's Share of Income, Deductions, Credits, etc.**

► See separate instructions.

<b>Part I Information About the Partnership</b>	
<b>A</b> Partnership's employer identification number	26-1508635
<b>B</b> Partnership's name, address, city, state, and ZIP code	CANAMEX NEVADA, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120
<b>C</b> IRS Center where partnership filed return	OGDEN, UT
<b>D</b> <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)	
<b>Part II Information About the Partner</b>	
<b>E</b> Partner's identifying number	APPLIED FOR
<b>F</b> Partner's name, address, city, state, and ZIP code	NANYAH VEGAS, LLC 3060 E. POST RD, STE 110 LAS VEGAS, NV 89120
<b>G</b> <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member	
<b>H</b> <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner	
<b>I</b> What type of entity is this partner?	PARTNERSHIP
<b>J</b> Partner's share of profit, loss, and capital (see instructions):	
Beginning	Ending
Profit 99.00000 %	99.00000 %
Loss 99.00000 %	99.00000 %
Capital 99.00000 %	99.00000 %
<b>K</b> Partner's share of liabilities at year end:	
Nonrecourse . . . . . \$	
Qualified nonrecourse financing . . . . . \$	
Recourse . . . . . \$	
<b>L</b> 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)	
<b>M</b> 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)	

<b>Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items</b>	
<b>1</b> Ordinary business income (loss)	<b>15</b> Credits
-10.	
<b>2</b> Net rental real estate income (loss)	
<b>3</b> Other net rental income (loss)	<b>16</b> Foreign transactions
<b>4</b> Guaranteed payments	
<b>5</b> Interest income	
<b>6a</b> Ordinary dividends	
<b>6b</b> Qualified dividends	
<b>7</b> Royalties	
<b>8</b> Net short-term capital gain (loss)	
<b>9a</b> Net long-term capital gain (loss)	<b>17</b> Alternative minimum tax (AMT) items
<b>9b</b> Collectibles (28%) gain (loss)	
<b>9c</b> Unrecaptured section 1250 gain	
<b>10</b> Net section 1231 gain (loss)	<b>18</b> Tax-exempt income and nondeductible expenses
<b>11</b> Other income (loss)	
	<b>19</b> Distributions
<b>12</b> Section 179 deduction	
<b>13</b> Other deductions	<b>20</b> Other information
<b>14</b> Self-employment earnings (loss)	
*See attached statement for additional information.	
FOR USE ONLY	

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

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# EXHIBIT E

1	DISTRICT COURT	
2	CLARK COUNTY, NEVADA	
3	CARLOS A. HUERTA, an	)
	individual, CARLOS A.	)
4	HUERTA as Trustee of THE	)
	ALEXANDER CHRISTOPHER	)
5	TRUST, a Trust established	)
	in Nevada as assignee of	)
6	interests of GO GLOBAL,	)
	INC., a Nevada corporation	)
7	NANYAH VEGAS, LLC, a Nevada	)
	limited liability company;	)
8		)
	Plaintiffs,	)
9		)
	vs.	)
10		)
	SIG ROGICH aka SIGMUND	)
11	ROGICH as Trustee of The	)
	Rogich Family Irrevocable	)
12	Trust; ELDORADO HILLS, LLC,	)
	a Nevada limited liability	)
13	company; DOES I-X, and or	)
	ROE CORPORATIONS I-X,	)
14	inclusive,	)
		)
15	Defendants.	)
16	. . . . .	
17	DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE	
	OF NANYAH VEGAS, LLC	
18	(Pursuant to NRCP 30(b)(6))	
19	CARLOS A. HUERTA	
20	Taken on Thursday, April 3, 2014	
21	At 9:19 a.m.	
22	At 300 South Fourth Street, 17th Floor	
23	Las Vegas, Nevada	
24	Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710	
25	Job No. 9249	

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

2 For Plaintiffs/Counterdefendants:

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4 BY: BRANDON B. MCDONALD, ESQ.  
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7 LIONEL SAWYER & COLLINS  
8 BY: SAMUEL S. LIONEL, ESQ.  
BY: STEVEN C. ANDERSON, ESQ.  
300 South Fourth Street  
9 Suite 1700  
Las Vegas, NV 89101

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