IN THE SUPREME COURT OF THE STATE OF NEVADA

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NANYAH VEGAS, LLC, A Nevada limited liability company, Appellant, v. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; and IMITATIONS, LLC, a Nevada limited liability company, Respondents.	**Supreme Court No: 79917** Eighth Judicial District Court Case No. A-13-686303-C Eighth Judicial District Court Case No. A-16-746239-C
AND RELATED MATTERS.	

JOINT APPENDIX VOL. 23

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Docket 79917 Document 2021-19871

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

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

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

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

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

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

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
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
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

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
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
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
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

Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Amended Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/7/19	33	JA_008073-8106
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC's Errata to Amended Memorandum of Costs and disbursements Pursuant to NRS 18.005 and NRS 18.110	10/8/19	35	JA_008407-8422
Defendants Sigmund Rogich, Individually and As Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC' Motion for Reconsideration	6/5/18	11	JA_002535-2550
Defendants Sigmund Rogich 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	2/18/19	17-19	JA_004183-4582

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

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

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

Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
Motion for Rehearing	8/17/18	13-14	JA_003205-3316
Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
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
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
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
Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
Nanyah Vegas, LLC's 2nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
Nanyah Vegas, LLC's 3rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496

Nanyah Vegas, LLC'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	4/16/19	28	JA_006718-6762
Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint	5/10/18	8	JA_001791-1821
Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	2/15/19	17	JA_004115-4135
Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	2/15/19	17	JA_004136-4169
Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/3/18	8	JA_001759-1782
Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment	1/30/19	15	JA_003603-3649
Nanyah Vegas, LLC's 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	10/16/19	35	JA_008423-8448

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

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

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

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

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

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

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

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

Opposition to 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	4/18/19	29	JA_007093-7103
Opposition to Plaintiff's Motion to Reconsider Order on Motion in Limine #5 re Parol Evidence Rule on OST	4/5/19	26	JA_006189-6402
Order	4/30/19	30	JA_007165-7168
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	10/5/18	14	JA_003403-3412
Order: (1) Granting Rogich Defendants' Renewed Motion for Attorneys' Fees and Costs; and (2) Denying Nanyah's Motion to Retax Costs Submitted by Rogich Defendants	5/5/2020	38	JA_009249-9254
Order Denying Countermotion for Summary Judgment and Denying NRCP 56(f) Relief	5/22/18	8	JA_001830-1832

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

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

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

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

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

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

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

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

X by using the Supreme Court Electronic Filing System:

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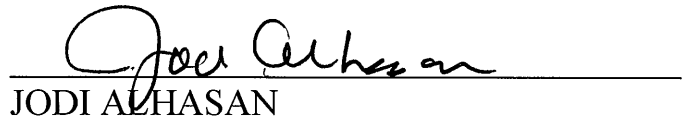
DATED: This 9 day of July, 2021.



JODI ALHASAN

1 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.

Q. Did Peter Eliades act in bad faith to you?
MR. SIMONS: Objection to the extent it's asking for a legal conclusion.
MR. LIONEL: That's not a legal conclusion.
BY MR. LIONEL:
Q. Do you understand bad faith?
A. Yes, I understand bad faith.
Q. What is it?
MR. SIMONS: Hold on. Again, you're asking for a legal conclusion. It's a defined issue under Nevada law.
BY MR. LIONEL:
Q. What is bad faith?
A. Bad faith in terms of the Nevada law, I have no idea.
Q. Nor do I. You tell me what bad faith is in English.
MR. SIMONS: To the extent you're not asking for a legal conclusion, go ahead and tell him what you think.
THE WITNESS: If it is not regarding a legal conclusion, then bad faith is not being honest towards me in any of the dealings.
///

BY MR. LIONEL:
Q. Did Peter Eliades act in bad faith to you?
MR. SIMONS: Same objection.
THE WITNESS: Same objection. But from what I understand, again, not legally, he was dishonest towards me.
BY MR. LIONEL:
Q. What did he do that was dishonest?
A. If I understand correctly from the analysis of my legal counsel, him and Sig Rogich together had kind of created a mechanism of law or something that, over time, enabled them to act in a way which pushed me away from my rights in the company, in Eldorado Hills.
Q. And that's the bad faith?
A. That's part of it.
Q. What else is there?
A. Anything that is mentioned here in terms of legal jargon, which I am not familiar with.
Q. How about Teld?
A. Same.
Q. Same?
A. Teld is Eliades. You asked about Eliades. Whether it is Eliades through him personally or Eliades through his company Teld, it's the same thing

for me, in this respect.
Q. What did he do to you? What did Teld do to you?
A. First of all is what he didn't do to me.
Q. What he didn't do? What he didn't do?
A. It's also what he didn't do.
Q. Which is what?
A. Which is anything that my legal counsel is saying that he didn't do or did.
Q. Anything else?
A. No.
Q. How about Sigmund Rogich?
A. Same.
Q. How about the Rogich Trust?
A. Same.
Q. 104, "Nanyah did repose in these defendants a special confidence with respect to the transaction involving its investment in Eldorado and defendants were obligated to honor the special confidence and confidentiality with due regard to Nanyah's interest."
Did you repose a special confidence in these defendants?
MR. SIMONS: Objection to the extent you're asking a legal conclusion.

THE WITNESS: Again, it is a legal matter. I cannot relate to it. I remember that I translated the word reposed, but I don't remember now exactly in Hebrew what it meant.
BY MR. LIONEL:
Q. Your daily dealings, is that in English or in Hebrew?
A. In Hebrew primarily. But I do also a lot in English. But English is not my mother tongue.
Q. I appreciate that.
A. I think for somebody whose English is not his mother tongue, my English is not so bad. But it's not as good as yours, obviously.
Q. Thank you.
A. And I've had less years to practice it, too.
Q. I beg your pardon?
A. I had less years to practice it as well.
Q. A lot less.
A. I guess so.
Q. I think I need more on that. Tell me what Sig -- you say, "Nanyah did repose in these defendants a special confidence with respect to transactions."
Tell me how you have reposed such a

special confidence in Mr. Rogich.
A. You would have to ask my lawyer.
Q. How about with respect to Teld?
A. You would have to ask my lawyer.
Q. How about Peter Eliades.
A. You would have to ask my lawyer.
Q. How about the Rogich Trust?
A. You would have to ask my attorney.
Q. That's the only answer you can give?
A. Apparently.
Q. 105, "The defendants breached the implied covenant of good faith and fair dealing contained in the agreements by engaging in misconduct that was unfaithful for the purpose of the contractual relationship and special relationship that existed by, among other things," and it lists five or six things.
Tell me about the misconduct.
A. My answer would be exactly the same as to the previous article.
Q. Can you tell me specifically what the misconduct was?
A. No.
Q. You cannot?
A. I cannot.

Q. Why not?
A. Because it's a legal matter. Misconduct is a legal matter. It has a legal meaning in this context, and I cannot relate to it because it is not my proficiency.
Q. You know it's a legal matter in the context of that paragraph?
A. I assume it is a legal matter.
Q. And for that reason, you won't respond to my question?
A. And for that reason, I do not have the capacity to respond.
Q. You do not have the capacity to say what the misconduct was?
A. Correct.
MR. SIMONS: To the extent you're asking for a legal conclusion, is what he's saying.
BY MR. LIONEL:
Q. 106 -- how about 107, damages?
A. I've answered that before.
Q. No. It's a different claim.
A. My answer --
Q. Same damages for everything?
A. Same answer.
Q. Same answer that you gave before?

A. Same answer as I gave before.
Q. Applies to all damages?
A. The damages are defined, to the best of my understanding, by my legal counsel, who can assess that.
Q. But the purpose of the deposition was not to inquire of your legal counsel, it was to get your information, what you knew.
A. Well, to the best of what I know, I told you. What I don't know I will not tell you whether you like it or not.
Q. Let's take 115, which -- and I'm going to read it. "When the defendants' acts were performed, they acted with oppression, fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's rights and interest and, therefore, Nanyah is entitled to punitive damages in excess of $10,000."
What acts are you talking about?
A. Legal acts.
Q. Hmm?
MR. SIMONS: Objection to the extent you're asking for a legal conclusion.
BY MR. LIONEL:
Q. I'm asking you what the acts were.

MR. SIMONS: Right. You're asking what acts satisfied the legal requirements of the --
MR. LIONEL: No, I'm not.
BY MR. LIONEL:
Q. I'm asking you -- it says here, "When the defendants' acts were performed." I'm asking you what did they do?
MR. SIMONS: He already told you that.
MR. LIONEL: No, he didn't.
MR. SIMONS: Yeah, he told you. He's been telling you that today. So to the extent you want to try to --
MR. LIONEL: I'm on 115, Counsel. I'm on 115.
MR. SIMONS: What does that mean?
MR. LIONEL: The first time I've asked him about a punitive damage claim.
MR. SIMONS: No, but you've asked him the facts, and now you're trying to say I want new facts that I haven't heard today in relation to the punitive damages. So that's my objection.
MR. LIONEL: That's your objection. You made it.
BY MR. LIONEL:
Q. What were the acts?

MR. SIMONS: Same objection.
THE WITNESS: I don't know. They are illegal acts, and I'm not in the position to tell you.
BY MR. LIONEL:
Q. What are the illegal acts?
A. Pardon?
Q. What are illegal acts?
A. Acts that were done not in accordance with what they should have done in a legal matter.
Q. You don't know what the acts were?
MR. SIMONS: That's not what he's testified. He's already asked and answered that.
MR. LIONEL: Just make your objection, Counsel.
MR. SIMONS: I did. Asked and answered.
THE WITNESS: I cannot give an informed analysis of the legal aspect of what you're asking.
BY MR. LIONEL:
Q. I'm not --
A. So I cannot answer it in the way that you would, perhaps, want me to. This is a matter that I need to refer you to my legal counsel.
Q. As to what the acts were?
A. As to anything that is written here.

Q. As to anything?
A. As to anything that is written in this paragraph.
Q. How about -- do you know what the word "oppression" is?
A. I can translate it.
Q. Translate it into Hebrew?
A. Yes.
Q. I didn't ask that. Do you know what it is in English?
A. If I know what it is in English? I would know what it is in English if I would know what it is in Hebrew, provided it is not a legal term, and then I would not even know then.
Q. You don't know what the English word "oppression" means?
A. To oppress somebody, in general, I more or less know, but to be precise, I would need to translate it into Hebrew, which I probably have done at the time that I first read this.
Q. Can you translate it back again from the Hebrew to the English?
A. Probably.
Q. Well, I'm asking you what the --
A. But not in its legal standing, only in its

verbal standing.
Q. Whatever that means. Explain that to me.
A. Well, some terms may have a very wide legal connotation, but in way of speech, they mean something which is far lighter, smaller and less profound.
Q. I think you indicated you understood what it means to oppress somebody, don't you?
A. Yes, many of my people have been -- of the Jewish people have been oppressed, so in that context, I know what oppression is.
Q. But this says "with oppression." Do you understand what fraud is?
A. Yes.
Q. Did any of these defendants commit fraud against you?
MR. SIMONS: Objection to the extent you're asking for a legal conclusion.
THE WITNESS: You have to ask my lawyer. My lawyer seems to think that they have.
BY MR. LIONEL:
Q. Do you know what fraud is in English, just plain fraud?
A. What plain fraud in English is, yes, I more or less know, I think.

Q. What was the fraud here by the defendants?
A. This is something that you would have to relate to my lawyer for.
Q. You're unable to answer that?
A. Correct. I'm not a legal counsel.
Q. How about malice? Do you understand what --
A. Same thing.
Q. Same thing?
A. Yes.
Q. I would have to refer to your lawyer?
A. Yes.
Q. Because you're not able to answer it?
A. Because I don't have the legal education to be able to answer that.
Q. And that's the only reason?
A. That's a good enough reason for me.
Q. Let's go to the fourth claim.
A. We are already on the fifth, so we go back to the fourth?
Q. Yes. I guess we skipped it. We don't want to do that.
A. What?
Q. We don't want to do that, do we?
A. Do what?

Q. Skip one of them.
A. Well, you can go back to any of them.
Q. Fourth claim, "Intentional interference with contract," and it's against Sigmund Rogich, Teld, Peter Eliades, Eliades Trust and Imitations.
Paragraph 110 says, "Nanyah was the third-party beneficiary of the purchase agreement, the membership agreements and the amended and restated operating agreement."
You agree with that?
MR. SIMONS: Objection to the extent it's asking for a legal conclusion.
MR. LIONEL: No, I'm not.
MR. SIMONS: Or are you agreeing that it says what it says?
MR. LIONEL: Yeah. I'm agreeing with what it says.
THE WITNESS: I don't know the legal standing of what you're asking me.
MR. SIMONS: No, he just asked you -- what he said, is that's what's contained in what he was referring you to?
THE WITNESS: That's what's written.
BY MR. LIONEL:
Q. I'm asking you whether you agreed with it?

MR. SIMONS: Now you're asking for a legal conclusion.
BY MR. LIONEL:
Q. Answer my question, please.
A. You're asking for a legal conclusion which I'm not --
MR. SIMONS: I get to make the objection.
THE WITNESS: Okay.
MR. SIMONS: But to the best you can, to the extent you're not trying to give a legal conclusion or legal analysis, do what you can with his question.
THE WITNESS: Okay. I think that Exhibit 2, for example, is one of the things that is mentioned here, is saying explicitly that I have -- that I am the third-party beneficiary of this purchase agreement, and that I have membership rights or that there should be potential claims or membership rights, et cetera, and these were not properly registered.
BY MR. LIONEL:
Q. How about the membership agreements? Do you know what that's referring to?
A. I do not at this time remember exactly what are the membership agreements or the amended

restated operating agreements.
Q. You don't remember?
A. No.
Q. I'm going to read 111. "These defendants" -- referring to Mr. Sig Rogich, Teld, Peter Eliades, Eliades Trust and Imitations. "These defendants were all aware of the foregoing agreements specifically identifying Nanyah's membership interest in Eldorado and the rights to receive such interest from the Rogich Trust."
Do you agree with that?
A. Are they not signatory parties of Exhibit 2?
Q. I beg your pardon?
A. Are they not signatory parties of Exhibit 2?
Q. The answer to that is no. The only ones that were signatories were -- I don't think so. I won't mislead you, so let me look at it a little longer. The answer to that is they were not. Okay? I'll concede that.
A. Pardon?
Q. None of these defendants were parties to that.
A. Okay. So?

Q. Number 12, "These defendants performed intentional acts intended or designed to disrupt Nanyah's contractual rights arising out of these contracts."
A. This seems to be the view of my legal counsel.
Q. How about your view?
A. I don't -- I don't have a view on legal matters.
Q. How about nonlegal? You're not a lawyer.
A. Nonlegal are irrelevant. We are talking legal matters here.
Q. Mr. Harlap, it is not irrelevant in this case.
A. How come?
Q. Because I said so.
A. Well, that's not good enough for me. I'm sorry.
MR. SIMONS: Let's do this. Maybe --
BY MR. LIONEL:
Q. I want to know -- it says, "These defendants performed intentional acts intended or designed to disrupt Nanyah's contractual rights arising out of these contracts."
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.

A. To the best of my understanding, it was unlawfully and illegally and fraudulently taken away from me.
Q. How was it taken away?
A. By means of some exchange of legal transactions between Rogich, Rogich Trust, Teld, whoever else is mentioned there, in which they have shaken me off -- tried to shake me off their tail.
Q. Did that take your legal rights away that you had under two?
A. It attempted to take my ownership rights, the legal rights I am claiming now through the legal proceedings.
Q. Based on what?
A. Based on what my legal counsel thinks that I am entitled to.
Q. Based on what?
A. Based on what my legal --
Q. What agreements?
MR. SIMONS: Objection.
THE WITNESS: Whatever agreements exist in this respect.
BY MR. LIONEL:
Q. But you can't tell me which agreements?
MR. SIMONS: Asked and answered. Now it's

argumentative. Mischaracterizing testimony.
BY MR. LIONEL:
Q. I need an answer.
A. The answer is that any agreements that my legal counsel see as relevant to this matter.
Q. Do you know of any such contracts?
MR. SIMONS: Asked and answered.
THE WITNESS: I do not have the legal capacity to answer more than tell you that if my legal counsel thinks that the paperwork that he has copies of are providing it to us, then they do.
MR. SIMONS: Can we take a moment?
MR. LIONEL: Sure.
(Whereupon, a recess was had.)
BY MR. LIONEL:
Q. Look at the fifth claim, Mr. Harlap. Paragraph 117 says, "At all times the Eliades Trust was fully aware of Nanyah's ownership interest in Eldorado."
How do you know that?
A. I assume through the paperwork that my legal counsel has managed to lay his hands on.
Q. Have you seen any of that paperwork?
A. I may have. I don't recall.
Q. And that's the only way you would know?

A. Other than reading all of this and seeing whether I related to it as if I've seen it, then the answer would be yes.
MR. SIMONS: And were you referring to Exhibit 5?
THE WITNESS: Yes.
BY MR. LIONEL:
Q. Let's look at 118. "The Eliades Trust, working cooperatively with the other named defendants, assisted Rogich Trust in the transfer of its full membership interest in Eldorado to the Eliades Trust for the purpose of not honoring the obligations owed to Nanyah."
What did the Eliades Trust do to assist the Rogich Trust?
A. Whatever is claimed by my legal counsel.
Q. How about claims of yours?
A. My claims are being brought up through my legal counsel.
Q. Aside from that, you have no claims?
MR. SIMONS: Objection. Mischaracterizes the evidence in this case already.
MR. LIONEL: Will you read the question, Miss Reporter.
(Whereupon, the following question was

read back by the court reporter:
Question: "Aside from that, you have no claims"?
THE WITNESS: I have other claims as per the ones that are set forth in these documents and/or any other documents that my lawyer has submitted to the court.
BY MR. LIONEL:
Q. Well, you say here that the Eliades Trust assisted Rogich Trust, and I want to know what it did. There's nothing legal about that.
A. There is a lot of --
Q. Either it did or did not.
A. There is plenty illegal about it. Nothing legal about that. I agree with you on that. Plenty of illegal.
Q. What did it do? What did the Eliades Trust do?
A. In legal terms, you would have to refer to my legal counsel.
Q. I don't want it in legal terms. I want it in normal general terms.
A. In general terms, and as much as it is taking into consideration that I'm not presuming to 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.

BY MR. LIONEL:
Q. Fine. Now let's go to the sixth claim for relief, paragraph 121. Do you know what a conspiracy is?
MR. SIMONS: Objection to the extent you're asking for a legal conclusion.
Absent that, go ahead and --
THE WITNESS: Exactly. As far as legal standing of a conspiracy, I would not relate. In general language terms, yes.
BY MR. LIONEL:
Q. What is it?
A. It is an act of one or more people -- more people usually, to my understanding, to do something to a third party, usually in a bad connotation.
Q. Very good definition, and you didn't have to go back to Hebrew. Now, which defendants conspired?
MR. SIMONS: Objection.
THE WITNESS: In relation to legal --
MR. SIMONS: Sorry. I have to just keep this on the record. Objection to the extent it asks for a legal conclusion.
BY MR. LIONEL:
Q. I'm not asking for a legal conclusion.

I'm doing it based upon what you just gave me as your generalized definition of a conspiracy.
A. On the legal side, I can't answer. On the nonlegal side, I can say that all of them conspired.
Q. What did Mr. Rogich do?
MR. SIMONS: Asked and answered.
THE WITNESS: Asked, answered, plural times.
BY MR. LIONEL:
Q. As a conspirator?
A. Of course.
Q. How about any of the other defendants, did they all act -- take it back.
Let's try Mr. Eliades, what did he do?
MR. SIMONS: Asked and answered.
THE WITNESS: Whatever is said in this paperwork, defines what he did or he didn't do.
BY MR. LIONEL:
Q. I'm asking you, not the paperwork.
A. Whatever I have to say is projected in the paperwork.
Q. Let's forget the paperwork for a minute and you tell me what he did.
A. If we forget the paperwork, we have to forget the fact that this is a legal matter, and we

do not forget that this is a legal matter. And when it is a legal matter, I have to rely on my legal counsel.
Q. I'm asking you, you know what a conspiracy is?
A. And I told you --
Q. And I've asked you --
A. And you gave me even some compliments after I answered that.
Q. You're entitled to it.
A. Thank you.
Q. Now, you're talking now about Mr. Eliades, and I asked you what you're saying, they all conspired. I'm asking you what he did.
A. I --
MR. SIMONS: Just so the record's clear, the client -- the witness put his hand on the stack of exhibits in front of him, which includes all the documents and some of the contracts and interrogatory answers, and he said it's all in here. You said I don't want to hear in here. And you want to say what else. Just so the record is clear. Go ahead.
THE WITNESS: To the best of my understanding, Mr. Eliades was fully aware of the whole turn of events that led to the deal between him

and Mr. Rogich. He knew exactly how it all evolved, and he knew very well that there was a potential claimant, Nanyah Vegas, for a historical $1.5 million.
By knowing that, he was part of the conspiracy. This is not in a legal way. This is in a general understanding of a nonlegal person.
BY MR. LIONEL:
Q. You're telling me or you're testifying as to what he knew. I'm asking you what he did in furtherance of the conspiracy.
A. By the fact, to my understanding, again, not legal, that he participated in this scam by taking the ownership and depriving me of my due share of the ownership. He conspired and he was fraudulent towards me. This is what I think.
Q. You told me he took the ownership. Is that what he did as part of the conspiracy?
A. He was given basically the ownership, to my understanding. He was handed it on a silver platter and in return, he got something and he gave something else.
Q. What did he give?
A. To the best of my understanding -- and again, this is not a legal answer -- to the best of

my understanding, he gave the Rogich Trust or Sig Rogich and/or others that are related, interest in a different plot of land somewhere else in this area for --

Q. Is that your answer?

A. This is the nonlegal answer.

Q. But what has that got to do with what Mr. Eliades did?

MR. SIMONS: That's asked and answered. If you don't follow it, that's not the client's fault.

BY MR. LIONEL:

Q. Is that the best you can give me?

A. Yes.

Q. Are you sure it's the best?

MR. SIMONS: You don't need much more.

BY MR. LIONEL:

Q. Has the land which Eldorado had -- strike that.

Eldorado owned land. Was that land sold?

A. The rights, to my understanding, again it's not legal, but to my understanding, the rights to Eldorado were sold, not necessarily to the land. But I am not 100 percent sure.

Q. That the --

A. The ownership rights of Eldorado Hills, if I remember correctly, but I may not remember correctly, the ownership rights of Eldorado Hills were transferred. I don't know if it was the Eldorado Hills ownership or their right in that specific land.

Q. Transferred to who?

A. To Teld, if I remember correctly, or whoever else was there or Eliades or --

Q. Has there ever been any distributions by Eldorado?

A. I don't know. I didn't get any. So far. I intend to. Big ones. Soonest.

Q. Let's go to the 7th claim. Tell me in your nonlegal way why the transfer of the property in 2012 was fraudulent.

A. As much as the property itself was transferred, it was transferred at the value that did not correspond its real value, nor did it take into consideration my interest or any of my potential claims for interest in that property or in that company.

Q. What do you know about the value of the property?

A. I know -- I know that it is for sure not

worth nothing, which is exactly what I got so far for it. I also know that as a potential claimant, I have never been approached to offer me that sweet deal, which I would have had it been me sitting in Sig Rogich's seat, and I'm sure you will, too.

Q. What was the value of the property, as far as you know?

A. More than zero.

Q. Hmm?

A. More than zero.

Q. How much more?

A. I do not know, and I don't think that it is relevant at this point in time. What is relevant is my shared interest and my potential claim for $1.5 million in 2006, '7, whatever, or '8 terms.

Q. Paragraph 126, "The transfer was performed with actual intent to hinder, delay or defraud Nanyah so that Nanyah would be deprived of its interest in Eldorado."

A. Yeah. One of the other --

MR. SIMONS: Hold on. Hold on. He didn't clarify.

THE WITNESS: He didn't ask a question.

MR. SIMONS: To the extent it was seeking a legal conclusion, I'm objecting. If nonlegal, go

ahead.

THE WITNESS: He didn't ask the question yet. He just read. What's the question?

BY MR. LIONEL:

Q. Read the request back, please, Miss Reporter.

(Whereupon, the record was read back by the court reporter.)

BY MR. LIONEL:

Q. What do you know about the transfer and that it was with actual intent to hinder, delay or defraud Nanyah?

A. A nonlegal answer to that would be that, to the best of my understanding, in order to push me out of the deal and take away my rights, there was a deal structured in which the rights were transferred, supposedly without showing value, to which I would potential -- potentially have an interest in. But that was the attempt, which failed.

Q. Well, why does it show that it was performed with actual intent to hinder, delay, or defraud Nanyah?

A. I do not have any other good explanation for that, other than that, nor would anybody else

have.
Q. Do you know when this property was transferred?
A. I do not recall.
Q. Did you know at one time?
A. Only in retrospect.
Q. How did you find out about it?
A. I don't remember. Whether it was Carlos or Jacob Feingold or probably -- probably one of them.
Q. But you don't know when it was?
A. No.
Q. Do you know what year it was?
A. No.
Q. Do you know what month it was?
A. No.
Q. Do you know what day it was?
A. No.
Q. You have no knowledge at all of when it occurred?
A. No. No, I don't.
Q. Or when you found out about it, you don't know?
A. I do not recall exactly when I found out about it, no.

Q. You don't even know the year?
A. No.
Q. At the time the property was transferred, do you know whether the Rogich Trust or Mr. Rogich had any debts?
A. I have no idea, unless it is written here and I was informed, but I do not have any idea as we speak now. I do not recollect.
Q. Do you know what the Eliades and Rogich Trust relationship is?
A. No. Not that I know right offhand, no.
Q. Well, how about -- what do you mean "offhand"?
A. I don't remember. If it is written anywhere in the paperwork that is in front of me, then I would have known at some point. As we speak now and you are asking me, the answer is no.
Q. You don't know?
A. I don't know.
Q. Of any relationship?
A. I don't remember of any relationship.
Q. You have no knowledge?
A. I have no recollection.
Q. At the time the transfer was made, was the interest, the membership interest in Eldorado

transferred to the Eliades Trust?
A. I do not know.
Q. What was transferred? Do you know what was transferred?
A. I do not remember, but either the property itself or the rights or the company. I do not know. I think I answered that before also.
Q. At the time of the transfer, whatever was transferred, were you informed of it?
A. Not immediately, to the best of my recollection.
Q. What do you mean by "immediately"?
A. I mean, I would have expected Sig Rogich who took upon himself in the Exhibit 2 in 2008, the fact that he knows that I am a potential claimant and that I have some rights, et cetera, et cetera, I would have expected him at the time when he was planning to do this transfer of ownership, to approach me, directly or through Carlos Huerta, who, to my understanding, repeatedly tried to reach him, and -- but this may have been later. I don't know.
Q. Who tried to reach him repeatedly, you?
A. Carlos. Not me, no.
Q. Hmm?
A. I never tried to reach him. Carlos tried

to reach him, to the best of my understanding, later.
Q. So how did you learn that?
A. From Carlos. And I would have approached me, found me, approached me, and would offer me the deal or would explain to me what they plan to do, why they plan to do, the current situation, and presenting me with the opportunity, perhaps I wanted to take it over.
It's a phone call away. It's not easy -- it's not difficult. It's just, you know, a phone call away to Carlos. Listen, Carlos, we are about to do something which, in our view, will make your friends of Nanyah Vegas get nothing. So before we do that, can you please put us in touch with him so that we make sure that he understands that this is the case and that he agrees to that, or else he comes up with money or he takes himself ownership or he takes liability or whatever he takes, in order to sort out this mess. They never did that.
Q. Did it Carlos tell you that --
A. That they never did that.
Q. -- that the property was transferred or something was transferred?
A. At some point later on I learned, I think 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 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 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 -- "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

with more important stuff that I had to deal with in closer vicinity to where I resided. And this was very far and not of major financial impact on me at the time.

And so like I trusted Jacob and Carlos when I initially made -- without much research the initial investment, I trusted them that they would follow it up accordingly.

Q. And you relied on them?

A. I relied on them and on the fact that hopefully -- and the fact they did their dealings with an honorable person, which unfortunately later I found out it was not the case.

Q. Was there a dishonorable person?

A. I am afraid so.

Q. Who are you talking about?

A. Sig Rogich at least.

Q. Did you have a copy -- when is the first time you saw Exhibit 2?

A. I don't remember.

Q. Hmm?

A. I don't remember.

Q. You have a copy of it?

A. If I have a copy, if it is among the papers that were given to me to read before the

submission to court, then yes.

Q. What do you mean, before the interrogatories?

A. Yeah. Before --

Q. Is that the first time you saw it?

A. I think so, but I'm not sure.

Q. You're not sure?

A. I'm not sure.

Q. You could have seen it back a long time before?

A. I don't think so. I don't think so but it might have, but I don't think so. I don't recall it.

Q. You don't recall?

A. No.

Q. And you have no recollection back in 2008 of seeing Exhibit 2?

A. I might have, I might have not. I don't recall. This is almost ten years back.

Q. But you told me that Carlos said you were going to get your money, right, that he worked out a deal?

A. Something like that.

Q. And you didn't ask him for the papers or anything like that?

A. I did not remember that I asked him for

any papers, but I also did not ask him for papers when I did the initial investment. So this is no surprise. Because for me, he took the paperwork, and I would perhaps have thought that if there is paperwork, it's paperwork that is relating to my tax obligations in Nevada or in United States, and this he would then transfer to the accountant.

Q. Did Carlos deal with your accountant?

A. He introduced me to this accountant and here and there he might have, on my request, done something in this respect because I don't --

Q. I mean your accountant in Israel?

A. No, no, no. Nothing to do with my accountant in Israel.

Q. Did you see Jacob with regularity over the years?

A. There were years I saw him a bit less because he was more often here and very little in Israel, and we do not live in the same city anymore. So I didn't see him that often, but here and there I did. I saw his wife more often.

Q. Tell me again who your controversy is with, which defendant or defendants?

A. I think, to the best of my understanding, with all of them, with Sig Rogich, with the Rogich

Trust, with Eliades, with Teld and anybody else who is mentioned there.

Q. And that controversy is what? Clarify it for me, please.

A. Again?

Q. Yes.

MR. SIMONS: Objection. Asked and answered.

THE WITNESS: The controversy, to the best of my nonlegal understanding, is about my rights in the Eldorado Hills project, in the underlying asset, and in the process in which they have deprived me of or attempted to deprive me of my rights based on my 1.5 million historical investment.

BY MR. LIONEL:

Q. And what documentation do you have with respect to your rights for the $1.5 million?

MR. SIMONS: Now this one literally has been asked ten times.

MR. LIONEL: I am entitled to this question.

MR. SIMONS: Asked and answered. Come on. You're asking the same thing.

BY MR. LIONEL:

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

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

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

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

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

MONICE K. CAMPBELL, CCR NO. 312

EXHIBIT 4

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

. . . . . .

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

. . . . . .

ELDORADO HILLS, LLC, a Nevada limited liability company,

Defendant/Counterclaimants,

vs.

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,

Plaintiffs/ Counterdefendants.

APPEARANCES:

For Plaintiffs/Counterdefendants:

MCDONALD LAW OFFICES, PLLC
BY: BRANDON B. MCDONALD, ESQ.
2505 Anthem Village Drive
Suite E-474
Henderson, NV 89052

For Defendants/Counterclaimants:

LIONEL SAWYER & COLLINS
BY: SAMUEL S. LIONEL, ESQ.
BY: STEVEN C. ANDERSON, ESQ.
300 South Fourth Street
Suite 1700
Las Vegas, NV 89101

I N D E X

WITNESS: CARLOS A. HUERTA

	PAGE
Examination By Mr. Lionel	5
Examination By Mr. McDonald	66

INDEX TO EXHIBITS

EXHIBIT		PAGE
A	Notice of Taking Deposition of Nanyah Vegas, LLC's Person(s) Most Knowledgeable	5

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

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

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

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

Q Did it invest in Las Vegas real estate?
A Yes.
Q Was there more than one investment?
A No.
Q What was the real estate that was invested in?
A The property that's owned by Eldorado Hills, LLC, 160 acres on the way to Boulder City.
Q Nanyah Vegas, does it have a license to do business in Las Vegas?
A I don't know. Actually, I do know. I believe that it does not.
Q And it has not had one? Is that a fair statement?
A Well, it was incorporated in Nevada. So I think at one point, it did. So I'm not sure if it's been kept up.
Q Do you know if the company files tax returns?
A I believe that it does.
Q Have you ever seen any of the tax returns?
A I don't remember.
Q Beg your pardon?
A I don't remember.
Q You may have?
A I may have.
Q Where is the office of Nanyah?

A The official office is at the 8880 West Sunset Road, third floor, I believe, in Las Vegas.
Q Is that the Bradford address?
A Correct.
Q Have they ever used your office for any purpose?
A Sure.
Q What purpose?
A To -- for this Eldorado Hills project.
Q Does it have any files in your office with respect to that project or anything else?
A We have -- probably have a file, yes, on Nanyah Vegas.
Q That's your office at 1060 Post Road?
A 3060 Post Road.
Q 3060 Post Road?
A Suite 110, yes.
Q Does it have any employees?
A No.
Q Did it ever have any, that you know of?
A No.
Q Who is the manager of Nanyah?
A Yoav Harlap.
Q Do you have any role in management?
A I'm the only contact person for Nanyah in

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

Q During what years were you a manager and a member?
A Of Eldorado, I believe '05, '06, '07, '08.
Q That's through October 31 of '08? Fair statement?
A Correct.
Q Who were the investors in Nanyah?
A Just Yoav Harlap.
Q Did Jacob Feingold have a role in there?
A I don't believe so.
Q Did D & D Properties have a role?
A I don't believe so.
Q You're familiar with D & D Properties?
A I am.
Q Do you have any interest in Nanyah?
A No.
Q Did you ever?
A No.
Q Did Go Global ever have an interest?
A No.
Q How about Alexander Christopher Trust, did it ever have an interest?
A It did not.
Q And does not now?
A Correct.

Q Is there an Operating Agreement for Nanyah?
A I don't think so.
Q Did it have a bank account in the United States?
A I don't think so.
Q At any time?
A I don't think so.
Q Did Nanyah have a relation -- strike that. What is Canamex Nevada?
A It was an LLC that was formed by Sig Rogich and myself.
Q When?
A I believe it was 2007 or 2008.
Q For what purpose?
A To join with our neighboring property owner to the north. It was about a 150-acre property that was controlled mostly by a gentleman by the name of Mike Giroux. That's G-I-R-O-U-X.
Q Thank you.
A And we were going to put the Eldorado Hills property together with the 150 acres that Giroux controlled, mostly controlled. There was two other partners, I think, he had. And we were going to market all the property together, and work together in terms of the development as the -- the first thing that we

expected to come down the pike would be the improvement of the 95 by NDOT, and they were going to put a new interchange right along those properties.
Q Did you play a role in what you just told me, namely, putting these two properties together and exploiting them?
A Yes.
Q What did you do?
A Well, I had multiple meetings with the Giroux group, and actually one other adjacent owner there as well by the name of Lynn Goodfellow, and discussed that there would be the potential to have a better plan if we all went in together and coordinated the different uses. And I thought that it would increase the value of both properties. We had meetings with them. And we were going to proceed.
Q What, if anything, did you do in connection with proceeding with that plan?
A Formed Canamex Nevada, LLC; hired engineers to do an entire master plan, site plan, and renderings for the properties; and had come to an agreement with the Giroux group on how to do it; and was starting to raise the money for it.
Q What did you do in connection with trying to raise the money?

A Speak to investors like Harlap, and others.
Q Did you raise any money for it?
A Uh-huh. Yes.
Q Who from?
A I believe that it was mostly Go Global at the time.
Q How much did Go Global invest?
A I don't remember.
Q Do you have any idea?
A I don't remember.
Q Was it more or less than $100,000?
A Probably would have been less than $100,000.
Q Did Go Global have an interest in Canamex Nevada?
A Yes.
Q What kind of an interest did it have?
A I don't remember the percentage. Starting out, it probably was 50 percent, along with Sig probably would have been the other 50 percent, Sig Rogich.
Q Was the attempt to exploit it, by that I mean, an attempt to have sellers joined interest?
A The intention would have been to sell the majority, if not all of it. But we realized it would have taken time. I doubt that it would have been, in

other words, one purchaser that would buy all 310 acres.
Q Did you prepare a lot of plans or ideas with respect to exploiting the property?
A Yes.
Q Did Canamex Nevada file tax returns?
A I don't think so. I don't think we ever got to that point.
Q Who invested money besides you --
A I don't think anyone.
Q -- besides Go Global?
A I don't think anybody else did.
Q Aside from this lawsuit and the claim in the lawsuit, did Nanyah have any relationship with Eldorado Hills, LLC?
MR. McDONALD: I'm going to object to the form of that question.
THE WITNESS: I guess, what type of relationship?
BY MR. LIONEL:
Q Any kind?
A Yeah, they were an investor, planned to own a piece of the company that owned it.
Q Are you talking about the claim in this lawsuit?

A That's a legal question. So in terms of the claim in this lawsuit, I'm not sure how that all breaks out. So I'm not comfortable answering it. But they had a relationship with Eldorado Hills, yes. Any other relationship, I'm not exactly sure what you mean by that.

Q Huh?

A Any other relationship, I'm not exactly sure what you mean by that.

Q Did they do any business with it?

A They invested $1.5 million.

Q Anything else?

A We talked about the project, and the future, and gave ideas to one another about what could happen there, strategized about it in terms of how to best market the property, and how to gain the most value out of it.

Q Are you familiar with the Complaint in this action?

A I am.

Q Are you familiar with the Amended Complaint?

A I think so, yes.

Q Do you have any question? Would you like to see it?

A No. Thank you.

Q Did you see both of them before they were filed?

A Yes.

Q You approved both and authorized the filing?

A Yes.

Q Paragraph 15 of the Complaint says that in 2006 or 2007 -- let me get the precise language.

A Sure.

Q I'm reading paragraph 15 of the Amended Complaint. You have it in front of you there?

A Yes, sir.

Q "Subsequently 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 interest."

Are you familiar -- you just looked at that paragraph?

A I did.

Q Is that what happened?

A Yes.

Q How do you place it in 2006 and -- strike that.

Was all that money invested at one time?

A No.

Q When was the Robert Ray money invested?

A Pretty sure it was '06.

Q When was the Nanyah money invested?

A '07.

Q Did you have anything to do with the Ray investment in 2006?

A Yes, sir.

Q What did you have to do with it?

A Told him about the project, and let him know that we were looking to raise money for it. And, I mean, I'm making it more brief than what had occurred. He obviously wanted to know about the project, and I explained it to him. And he came with a rather large investment on a short amount -- in a short amount of time in order for us to be able to close on the initial property with Rogich's client -- I think last name is Ryu, R-Y-U -- because we needed to raise extra money right before closing.

Q Tell me why he had to raise -- he had to raise extra money?

A Who's "he"?

Q Ray?

A No, no. Ray invested money. Sig Rogich and myself for Eldorado Hills had to raise extra money at the end because the loan that we had contemplated that

was going to come in wasn't going to be for the number that we were first told. So we needed to come up with extra cash. And we raised money from Robert Ray and Antonio Nevada in order to close.

Q This was in connection with the original acquisition by Eldorado Hills --

A Yes.

Q -- of the property?

A Exactly. And that's when Ray invested. Now, Ray invested actually more than the $283,000, so you know, originally.

Q Tell me about it.

A I believe the number was $500,000. And the way he -- kind of did it as a favor with the potential that he would be an investor in the future, so he made it in the terms of a loan. And once the -- I believe we got the property refinanced after the initial closing. And then there was a gentleman's agreement -- I'm not sure if there was anything in writing -- that we would go to Robert Ray and say, "How much do you want to hold in the project?" He then told us how much he wanted back. So we cut him a check for a portion. And then he left the rest in the company as an equity investment.

Q Did you deal with him initially?

A Yes, sir.
Q Did you go to him, or did he come to you?
A I went to him.
Q When part of his half million dollars -- or -- originally it was the half million a loan?
A Exactly.
Q Were there loan documents?
A I don't remember.
Q Do you remember signing any documents?
A Kind of, yes.
Q What does "kind of" mean?
A Well, it was eight years ago, you know. So I don't remember. I do remember signing something, but I couldn't swear to it unequivocally. Robert and I have known each other for a long time, so I don't think he would have required a document. But I probably gave him one. And I brought Robert also, by the way, to meet Sig Rogich about it.
Q You what?
A I brought Robert into the office to meet with Sig as well prior to the investment, so --
Q What office did you take him into?
A I think it was 3980 Howard Hughes, not the 3883. But then Robert later came to the 3883 as well, so I can't remember which one was which.

Q Would you look at paragraph 17?
A Yes.
Q I'll read it. Paragraph 17 of the Amended Complaint:
"While Ray's interest in Eldorado are believed to have been preserved, despite contrary representation by Sigmund Rogich, Nanyah never received an interest in Eldorado while Eldorado retained the million five."
Why do you say his interests are believed to have been preserved?
A He still receives K1s from Eldorado Hills, LLC, and chose an ownership percentage in the entity.
Q And the tax returns showed his interest, didn't it?
A I believe so.
Q Do you know why in the original Complaint here he sues claiming he had no interest?
A Yes.
Q What's the reason?
A I think there's more than one reason.
Q I'm listening.
A There's been -- from what he's told us in a meeting, there's been zero reporting in terms of what's going on with the asset. There is a tenant on the property that presumably pays rent. Never seen any

kind of financials on the entity. He doesn't know how much money is going into the company. He doesn't know anything. So he wonders if his interest is even going to be honored, or accepted, or kept in the company at one point. We have an experience now -- he has an experience now on how other members' interests can suddenly vanish based upon an arbitrary decision by the current managers of the entity. So he doesn't know if his is going to be preserved. But he gets really no information other than a K1. There is no money coming in to him at all whatsoever. So there's a concern that his investment could be going up in a cloud of smoke as the others have.
Q Did this condition or situation prevail during the years that you were manager there in 2006, 2007, 2008?
A This situation that I just described? Is that what you're asking?
Q Yes.
A No.
Q What did you do with Mr. Ray, for Mr. Ray, or to Mr. Ray during those years?
A I would update him on what's going on with the property; what offers we had coming in; what was going on in general with the development of the property; I

would send him site plans; I'd tell him what the potentials were with the Canamex Nevada project that we were going to try to go into. So he was kept up to date on a regular basis.
Q And you say that stopped once you left?
A No, I still was -- not once I left. I still was somewhat involved after the purchase of my interest, that has all of a sudden seemingly conveniently gone up in a cloud of smoke. But I still was involved with the project, and I still was doing things even up through '09. So I would keep Mr. Ray up to date probably to mid-'09.
Q These other things you talked about happened after that, are you saying?
A That's when Robert Ray's concerns escalated, let's just say.
Q Getting back to paragraph 17 --
A And by the way, another thing that I remember: I brought Robert Ray to see Sig Rogich after my interests were sold in Sig's office, and we spoke with Sig about the investment. So I would actually come with Robert and update him, and we gave him an update. And Sig, I remember saying that he would do the right thing in terms of everybody involved. But after that, I don't think there's been any other meetings.

Q When was this conversation?
A In '09.
Q When in '09? Do you remember?
A No, I don't remember the month.
Q Paragraph 17 says:
"Nanyah never received an interest in Eldorado while Eldorado retained the million five."
Is that correct?
A Yes, sir.
Q Is there any documentation that you know of with respect to the million five that Nanyah said was given to Eldorado?
A There is.
Q What is the documentation?
A We have Eldorado Hills' bank statements, for one, showing the 1.5 million.
Q Wait a minute.
A Sorry?
Q Bank statement of Eldorado?
A Eldorado Hills, LLC, Nevada State Bank. We also have an agreement --
Q Please.
A Oh, okay. Sure.
Q What was the date of that? Do you know?
A 2007. I'm not sure what month. It would have

been late 2007, probably December. But, again, it was seven years ago, or six and a half years ago.
Q Okay. Go ahead.
A Then there's an agreement that was signed in October 31st, 2008, that you referred to that date earlier.
Q Agreement of what?
A You referred to that date, October 31st, 2008. I believe it's called the Purchase Agreement.
Q Uh-huh.
A So Nanyah Vegas' investment was documented in that agreement, as was Mr. Ray's.
Q Are you talking about the potential claimant list?
A Uh-huh, yes.
Q Anything else?
A I don't know if there's anything else. There could be. I don't remember at the current time.
Q You say some time, probably in December of 2007, there's a bank statement of Eldorado from Nevada State Bank that shows a million and a half?
A Yes.
Q Did that million and a half remain there?
A Eldorado Hills -- it remained in Eldorado Hills' account.

Q Until when?
A I don't remember. Some of it might have gone into Eldorado Hills', like an interest-bearing account as well.
Q You don't know about that? You say it may have gone --
A Yes.
Q -- in an interest-bearing account?
A That was associated to Eldorado Hills.
Q Huh?
A Yes, into an interest-bearing account with Eldorado Hills.
Q Like a money market account?
A I don't know what kind of interest bearing, but --
Q When you got -- start over. Withdraw.
Do you know of any documentation besides the bank statement you referred to and an agreement dated October 31, 2008, the Purchase Agreement?
A You asked that already. I said no --
Q I'm asking you again.
A I said I don't remember.
Q You don't remember?
A Correct. I said the same answer before, actually.

Q Where did the million -- was that a million five we're talking about?
A Yes, sir.
Q Where did the million five come from?
A From Nanyah Vegas.
Q I beg your pardon?
A From Nanyah Vegas, Nanyah.
Q Was it cash?
A No.
Q What was it? Give me the form of media.
A I believe it was a wire.
Q A wire? A wire from where?
A From Nanyah Vegas.
Q From Israel? From Las Vegas? From Clark County?
A I don't remember.
Q Did you see that wire?
A Literally?
Q Literally?
A No. Can't see a wire. It's electronic.
Q Did you see any evidence with respect to this wire you're talking about?
MR. McDONALD: Object to the form.
THE WITNESS: Of course.
/ / / / /

BY MR. LIONEL:
Q I beg your pardon?
A Of course.
MR. LIONEL: Would you read my question back, please?
(Record read)
THE WITNESS: The answer is: Of course I did.
BY MR. LIONEL:
Q What did you see?
A We already referred to it, the bank statement from 2007. The money went into Eldorado Hills' account, which I was a signer on.
Q The money came by wire; is that correct?
A I don't remember. You asked me, how did it come? I believe it was by wire. You asked me if it was cash. It definitely was not cash. So he either sent a check, or he sent a wire.
Q But if it came by wire, you don't know where the wire was sent from?
A Correct.
Q Where was it sent to?
A The 2007 Eldorado Hills, LLC, bank account that was at Nevada State Bank, in Nevada.
Q The wire was sent to the bank? Is that what you're saying?

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

So we talked about the project; what the money was going to go for; and what we planned on doing with the project.
Q Did you instruct him to send the -- wire the money to Nevada State Bank to the account of Eldorado Hills?
A Yes, sir.
Q Were you notified when the money came in?
A Yes.
Q And that money went in the Eldorado account?
A Yes.
MR. McDONALD: Asked and answered.
THE WITNESS: Yes.
BY MR. LIONEL:
Q And then what happened to the money?
MR. McDONALD: I believe that's been asked and answered as well.
THE WITNESS: Eldorado Hills benefited from the money, and Eldorado Hills used the money.
BY MR. LIONEL:
Q That was not my question. My question is: What happened to the million five?
A My answer is Eldorado Hills accepted the money, and used the money.
Q Did the money remain in that account for any

period of time?
A I believe so.
Q How long?
A I don't remember.
Q More than a week?
A In that account, I don't remember.
Q Was that money withdrawn within a week?
A I don't remember.
Q Did you withdraw it?
A Did I withdraw it?
Q Yes.
A I don't remember.
Q You may have?
A I don't remember.
Q Do you deny that you did?
A Did I deny it?
Q Yes.
A No, I said I don't remember. That's not denying. Correct? I said I don't remember. You just put words in my mouth. I don't appreciate that.
Q I'm not trying to put words; and I don't think I put words in your mouth.
A You just did.
Q I'm just trying to find out what happened to the million and a half.

A Okay. Mr. Lionel, you just said that I denied it. And just before that I said I don't remember.
Q I have a right to cross-examine and go further. And I think you've --
A And I'm answering your question. The answer was, I do not remember.
Q Then I'll ask you this question: Do you deny that you had that money put in a money market account?
A I don't remember.
Q Do you deny it?
A No.
Q Do you deny that on December -- that the day following the million and a half was wired into the Eldorado Hills account, you had that money transferred to the Eldorado money market account?
A I don't remember what -- in what day that money was transferred. I have not looked at those bank statements. So, and I don't -- and I haven't looked at the accounting records in a long time.
Q Do you still have the bank statement?
A I believe so. I think they should have been produced in this litigation, too.
Q I do, too.
A Oh, okay.
MR. LIONEL: Brandon?

MR. McDONALD: I'll look for them.
BY MR. LIONEL:
Q Would you have records of any transfer to this money market account?
A I should.
Q You should have those records?
A I should, yes. So would Mr. Rogich, by the way.
MR. LIONEL: Move to strike the last gratuitous statement.
BY MR. LIONEL:
Q Do you remember how much was transferred to that account?
A No, sir.
Q Could it have been $1,450,000? Does it ring a bell?
A It does not.
Q Does not. What number do you remember?
A I don't.
Q You don't. Do you know about money being withdrawn from that money market account?
A No.
Q Was any of that money withdrawn and given to -- transferred to Go Global?
A Yes.

Q How much?
A I don't remember. A lot.
Q Have you read the Answer and Counterclaim in this case?
A I believe so.
Q Do you remember the amount that it stated?
A No. It was a while ago.
Q About 1,420,000?
A Okay.
Q Does that make some sense?
A It does.
Q That money was transferred out of the money market account to Go Global?
A I don't remember where it came from.
Q You don't know where it came from?
A I don't know if it was the money market account or the checking account. I really wouldn't do that myself, transfer money from the money market into checking. My assistant would do that.
Q Who would do it?
A My assistant usually would do that, based upon what she thought made sense.
Q Would you instruct her?
A Not necessarily.
Q Did she take out 1,420,000 every day on her

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

1 transfer from the Eldorado account to its money market
2 account?
3 A I think I know that what would have triggered,
4 I've tried to explain that. Do you want me to try
5 again?
6 Q Please.
7 A Her name was Summer. She was more than just a
8 secretary. She actually ran all the books for all the
9 investments. Okay. So she had a good handle on the
10 expenses that would be upcoming, sometimes as well or
11 better than I. She had a good handle on the money that
12 was coming in. And she would speak with me on a
13 regular basis. Her office was in my building. And so
14 she was aware that if we had money that we were going
15 to use for something that, down the road or not right
16 away, to go ahead and put it in money market so that it
17 would earn interest versus just leaving it in checking.
18 So that type of philosophy, if you will, or corporate
19 policy, or concept, was regular.
20 Go Global did many real estate transactions
21 that she also managed, which you are also aware of. So
22 that was kind of what we tried to do, just try to
23 maximize interest. We were paying a lot of interest in
24 loans. Sometimes we would try to make some interest on
25 our end.

1 So that would be a trigger, in answer to your
2 question.
3 Q Her name is Summer Rellmas, R-E-L-L-M-A-S?
4 A Yeah, and it's Rellmas. You spelled it
5 perfectly, yes.
6 Q But I didn't pronounce it perfectly.
7 A It's tough. Yeah, Rellmas. It's a unique
8 name.
9 Q I beg your pardon?
10 A It's a unique name.
11 Q All right. I think "Summer" is a great name.
12 A Me, too. I agree.
13 Q Falls under what I think the best name is
14 "Nevada" for a woman. But "Summer" is pretty good,
15 too, isn't it?
16 A Fair enough.
17 Q If I understand your testimony, you have no
18 memory of having anything to do with the million and a
19 half or any portion of that million and a half moving
20 from the Eldorado account to its money market account?
21 MR. McDONALD: I'll object to the form.
22 THE WITNESS: To say no memory, you know, six
23 and a half years ago to now, I'd say that I may have
24 some memory. But that actual dollar amount that you
25 quoted to me, I did not remember that dollar amount,

1 nor the date. It would have -- for such a large amount
2 of money, the normal policy would have been to put it
3 into an interest bearing type of account. So that does
4 make sense to me.
5 BY MR. LIONEL:
6 Q But you have no memory of you being involved
7 in a transfer of those funds?
8 A Oh, okay. I agree with that statement.
9 Q Why did that money go to Go Global?
10 A Go Global had advanced money to Eldorado Hills
11 for many months to pay off the A&B Financial monthly
12 payment which I mentioned earlier. It was a
13 hundred-and-something-thousand dollars a month. At the
14 time, Rogich and I were equal partners and we were
15 supposed to put in money equally. He ran out of money
16 and couldn't make the payments. So Go Global came up
17 and said Go Global will loan the money to Eldorado
18 Hills, LLC, up until a point where Eldorado Hills can
19 afford to pay it back. And so I had been making
20 payments. I'm not sure for how many months, but it was
21 a lot of money. And Eldorado Hills owed Go Global that
22 money back.
23 Q At the time this million and a half came in,
24 the wired money, did Eldorado have any -- much funds in
25 that account?

1 A Probably not.
2 Q Eldorado was very low on money at that point
3 in time, wasn't it?
4 A Yeah. Go Global would fund Eldorado on a
5 monthly basis to pay $108,000 worth of interest.
6 Eldorado would send the majority, if not all, of that
7 money to the lender that had the loan on the property.
8 Q Well, let me --
9 A Sure.
10 Q Some time in December of 2007, a million and a
11 half came into the Eldorado Hills account at Nevada
12 State Bank, right?
13 A I believe so. I believe that's the right
14 month.
15 Q Do you have any idea how much money,
16 approximately how much money was in the account at the
17 time the million and a half came in?
18 A I don't.
19 Q Would it have been a small amount, perhaps a
20 few thousand dollars?
21 A I don't remember.
22 Q Do you have any records or documents which
23 would show it? Would your bank statements show it?
24 A It would.
25 MR. LIONEL: Counsel, we need --

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

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

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

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

Q Sure.
A So we would make sure -- "we" being Mr. Rogich and myself -- that Eldorado Hills would have enough funding to make the payment to the lender. Correct? We did that for about a year and a half. Okay. Then at one point throughout that year and a half, Mr. Rogich could no longer afford to fund Eldorado Hills to make those payments. So Go Global did. So Go Global was making those payments into Eldorado Hills who would, in turn, make a payment to the lender.
That's the process of how we used the money in Eldorado Hills to make the payments not only to the bank, but for engineers, or any other kind of professionals that we had working on the property.
So then I would speak with Mr. Rogich on a regular basis. He was aware of what was going on with the entity. He knew about offers that we had received on the entity. He knew about what the plans for the entity were. He knew that the entity, Eldorado Hills, did not have enough money in it to just fund $108,000 a month every month.
So when I went to Mr. Rogich and said I'll make these payments, but when we raise more money or get the property refinanced, Go Global is going to get paid back, he agreed to me making those payments into

Eldorado Hills, which enabled Eldorado Hills to keep that loan current and funded and paid up.
So when that money came in, I had been working on raising money from Nanyah and others for a long period of time. It was already understood before the check was written to Go Global, or the money was transferred to Go Global, that Go Global was owed the money by Eldorado Hills.
So Mr. Rogich was very aware that that money was owed to Go Global, and that it had been owed for quite some time. Mr. Rogich hadn't come up with any more money himself to make the loan payments. So he knew that Go Global needed to be reimbursed.
Q Let me ask --
A So he had many conversations with me throughout the process and even after the process that that money was going to Go Global.
Q You were effectively managing it, but you're telling me that you told him about these advances?
A The advances that Go Global was making into Eldorado Hills?
Q Yes.
A Absolutely.
Q But did you have a conversation with Mr. Rogich with respect to this check, or whatever, or

this transfer of 1,420,000 to Go Global?
A Yes.
Q When was this conversation?
A It would have been in the month that that money came in. So if that was -- if you're telling me that that's December of 2007, it would have been in December of 2007 or January of 2008.
Q I'm not telling you when it was. You're the one that told me when it was.
A Okay.
Q Okay. Tell me about your conversation.
A By the way, let me correct that I didn't say that it was December of 2007. I believe that it was in 2007. I don't have the bank statement. So I'm not going to state unequivocally. We're talking just, you know, more or less.
Q I accept that.
A Okay, okay. Making sure.
Q It's not my testimony here. It's yours.
A And it is mine. I want to make sure that it's accurate.
Q I hope so. But I'd like that, too.
A Right.
Q Now, tell me a conversation you had about writing -- you're not sure whether it was a check or

some other form of transfer, right, to Go Global?
A Correct.
Q Did you discuss that specific transfer, or whatever form it was, with Mr. Rogich?
A Yes.
Q When?
A In the month that the money was transferred.
Q Where was this at?
A It would have been in Mr. Rogich's office --
Q What did you say and what did he say?
A -- which I had an office there as well, by the way.
Q What did you say and what did he say?
A I don't remember the exact conversation, but he knew that the money -- like I explained earlier through that long monologue -- that he knew that the money was owed to Go Global, and he knew that Go Global was to be reimbursed when the money came into Eldorado Hills, LLC. So he was aware that Go Global was going to take back the money that it had advanced.
Q That's not a conversation, Carlos.
A No? Okay.
Q I want the conversation you had with him.
A But, again, it was six and a half years ago, and there's no way I could come up with the

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

1 that?
2 A For the third time, yes.
3 Q And what did you tell him, for the third time?
4 A That Go Global was going to get paid back the
5 money that it was owed.
6 Q Did you tell him how much it was?
7 A Yes.
8 Q How much did you tell him?
9 A Whatever the amount was. I don't remember the
10 exact amount.
11 Q Your testimony is that you told Mr. Rogich
12 that you were going to write a check or otherwise
13 transfer $1,420,000 to Go Global?
14 A That's what I would have told him, yes.
15 Q Did you tell him that?
16 A Yes.
17 Q What did he say?
18 A He said, "Okay." The money went. I mean,
19 he -- it stands to reason that a million four he would
20 know about went out of a company that he was 50 percent
21 managing member of. Right? So he would have said yes.
22 He never objected to it. He agreed to it, not only at
23 the time of the transfer, but prior to the transfer.
24 Q You told him you're going to transfer that,
25 and he said, "Okay"?

1 A Correct.
2 Q Is that correct?
3 A Correct.
4 Q Was anybody else around when this occurred?
5 A Sure.
6 Q Who?
7 A His CFO.
8 Q Who was that?
9 A Melissa Olivas.
10 Q She was there at the time, and she heard this?
11 A Oh, I don't know if she heard that
12 conversation, but she was very well aware of the
13 transactions that occurred in Eldorado Hills.
14 Q Was she present when you and Mr. Rogich had
15 this conversation?
16 A That specific conversation, I don't remember.
17 Q Was she frequently around when you spoke with
18 Mr. Rogich?
19 A Yes, sir.
20 Q Did you at one point have some kind of an
21 argument there where she accused you of taking this
22 $1,420,000?
23 A Absolutely not.
24 Q This was a time that she was there, Mr. Rogich
25 was there, and she confronted you in the office and

1 said you took that $1,420,000?
2 MR. McDONALD: Objection. Lacks foundation.
3 MR. LIONEL: I'm creating one.
4 THE WITNESS: Yeah, that's a fabricated story
5 that I don't recall at all, and my memory is pretty
6 good.
7 BY MR. LIONEL:
8 Q Even six and a half years ago?
9 A Pretty good.
10 Q What record is there of the 1,420,000 that you
11 transferred?
12 A There should be bank statements.
13 Q Anything else?
14 A I don't know. I don't think so.
15 Q Was there any kind of a general ledger, or
16 anything like that?
17 A Yeah, there should be QuickBooks entries that
18 was provided to Melissa Olivas.
19 Q Who maintained the QuickBooks?
20 A I believe Summer Rellmas would.
21 Q Huh?
22 A I believe Summer Rellmas would, or was.
23 Q She did that for you?
24 A Correct.
25 Q All these transactions we're discussing, the

1 money being wired would be shown there?
2 A Correct.
3 Q And the money going to money market account
4 would be shown?
5 A Should be, yes.
6 Q And the 1,420,000 would be shown?
7 A Yes, yes.
8 Q Did the QuickBooks indicate what the million
9 four -- strike that.
10 Would the QuickBooks show what the 1,420,000
11 was transferred for?
12 A It would, yes.
13 Q What did it show?
14 A Oh, I don't remember. I haven't seen the
15 QuickBooks. But we kept a pretty good accounting of
16 where the monies came from, and where they went to, and
17 the reason why. So QuickBooks allows you to put in a
18 category and what it's for. So we did a pretty decent
19 job of documenting that.
20 Q And it would have showed payments for advanced
21 monies?
22 A That's right.
23 Q You would have some records that would show
24 the amount of the advancement at that time was
25 1,420,000?

1 A Yes.
2 Q You're sure that the QuickBooks didn't show
3 that the 1,420,000 was for a consulting fee?
4 A I don't know what it would show in that
5 regard.
6 Q Would that surprise you?
7 A No.
8 Q Why wouldn't it surprise you?
9 A There was something that occurred with that.
10 I can't remember exactly why it would have been a
11 consulting fee, but I believe later it was changed back
12 to just a loan payment. Oh, I do remember why it was a
13 consulting fee. I do remember why we did that, now
14 that you bring it up.
15 Q Tell me.
16 A Yeah. So throughout the process in '07 and
17 '08, our goal was to get better financing for the
18 property. So we were working with other lenders.
19 Okay. And in order to -- and I had conversations with
20 Mr. Rogich and Melissa Olivas about it, but it was
21 never a confrontation or an accusation as you alluded
22 to.
23 So Go Global had been almost exclusively for
24 like two or three months working on refinancing of
25 that, of the property. And so in order to get the

1 refinancing on the property, Rogich and myself were
2 probably going to have to produce tax records, income,
3 financials, assets. And so we came in and started
4 putting the package together. And I told Melissa and
5 Sig, "Hey, our chances of getting a loan are going to
6 be much better if our financials look better, and it's
7 better that -- I haven't made any money over the last
8 year -- it's better that I take an income for this in
9 the meantime to at least try and get -- or, take a
10 consulting fee versus a loan payment so that we can get
11 better financials put forth to the banks, and that we
12 got a better chance of getting it refinanced."
13 It never transpired. We never got the
14 refinancing. So it didn't end up helping Eldorado
15 Hills or help us get the refinancing until that 2008
16 October situation occurred when Iliadis came in as an
17 investor.
18 Q So you wanted the record to show it was a
19 consulting fee --
20 A Correct.
21 Q -- and not an advance, right?
22 A Correct.
23 Q And you felt that that would be -- the finance
24 companies would like that better if it was a consulting
25 fee?

1 A Correct.
2 Q And you had this conversation with whom?
3 A With Melissa and Sig.
4 Q Were they both at the same time?
5 A I don't remember that.
6 Q Where was the conversation?
7 A It would have been in Sig's office at Howard
8 Hughes.
9 Q Anybody else present besides the three of you?
10 A Probably not.
11 Q When was this in relationship to when the
12 money got there, the million five?
13 A It would have been right after.
14 Q That was before you wrote the check, or other
15 transfer?
16 A Correct.
17 Q So during the period of time after the money
18 came to the Eldorado account and went into this money
19 market account, it was during that period that you had
20 this conversation, and it was agreed that you would
21 take the 1,420,000 as a consulting fee?
22 A Correct.
23 MR. LIONEL: Maybe we ought to take a break.
24 THE WITNESS: Sure.
25 (Recess)

1 MR. LIONEL: Back on the record, please.
2 BY MR. LIONEL:
3 Q I think before you talked about that exhibit
4 for the potential claimants?
5 A Yes, sir.
6 Q And it showed a million and a half for Nanyah?
7 A Correct.
8 Q Did it say -- it said, "through Canamex,"
9 didn't it?
10 A I don't remember.
11 Q What's the relationship between Canamex and
12 Nanyah?
13 A Nothing really, I mean, other than the fact
14 that the idea in 2007 was to refinance the property and
15 then join our property with the Giroux property -- our
16 property being the Eldorado Hills property -- with the
17 Giroux property, and form Canamex Nevada, one greater
18 entity, and master plan it together. And Nanyah
19 expected that that would occur. That was the hope.
20 But it did not occur, because we all know what happened
21 after the fact, the economy, and we weren't able to get
22 refinancing. So Canamex really never got off of its
23 feet, so to speak. And so Nanyah never really had an
24 interest in Canamex, and nobody else did either, or it
25 wasn't worth anything.

1 Q In 2007, did Canamex have a bank account?
2 A I think so.
3 Q Where?
4 A It would have been at Nevada State Bank.
5 Q Did you have anything to do with that account?
6 A Sure. If it did have an account -- I seem to
7 remember it did -- I would have opened it.
8 Q I'll represent that exhibit, it says "through
9 Canamex" when it talks about Nanyah interest.
10 A Okay.
11 Q Do you know why it does?
12 A I'll try to explain it again, but only for the
13 same reason that I already tried to explain, is that
14 the intent of Eldorado Hills, LLC, in '07 was to become
15 a member in Canamex Nevada, and the intention was that
16 Canamex Nevada would be the greater entity that would
17 own Eldorado Hills. So at one point, it would have --
18 in 2007, when I was speaking about bringing in the
19 additional capital, being the $1.5 million, and more --
20 we were trying to raise money for the entity, Sig
21 Rogich was as well -- the intention would have been to
22 invest it into Eldorado Hills that would then join
23 Canamex Nevada.
24 So it probably was put in through Canamex
25 Nevada, LLC, in the exhibit in order to differentiate

1 Nanyah to Eddyline, and differentiate Nanyah to Robert
2 Ray, and to Antonio that Nanyah came in much later than
3 Eddyline and Ray and Antonio and Go Global and Rogich.
4 Q And you say this million and a half was
5 supposed to be used in connection with putting the
6 properties together and exploiting the property?
7 A No. Again, I don't know how to better
8 describe it. Maybe English as my second language is
9 causing a problem here.
10 But the intention was that Eldorado Hills
11 would eventually become a member and put all of its
12 assets into Canamex Nevada. The Nanyah investment came
13 into Eldorado Hills, which then would have been moved
14 into the Canamex Nevada, LLC, entity that would have
15 owned the Eldorado Hills property and the Mike Giroux
16 property.
17 Q Is that when you told Harlap?
18 A That would -- yes, that would have been the
19 goal.
20 Q And that was why he was sending a million and
21 a half?
22 A No, no, that's not why. The 160-acre property
23 itself that was owned by Eldorado Hills, LLC, was
24 perceived to having value. So he was really going to
25 invest in Eldorado Hills, LLC. In order to increase

1 the value, in my opinion, would be to accomplish what's
2 called plottage and put properties together to form a
3 larger property that you can then plan in a more
4 organized and valuable fashion.
5 Q And what you're telling me is the million and
6 a half did not get into the Canamex account?
7 A I don't believe so. I don't believe that it
8 ever made it to the Canamex Nevada account.
9 Q No, it went directly in Nevada State Bank?
10 A Eldorado Hills' checking account at Nevada
11 State Bank, I believe so. But you seem to know certain
12 things that I don't, so I'm hesitant to answer certain
13 things because you seem to know the answer before I do.
14 But I don't believe it ever went into Canamex Nevada.
15 Q Well, you were on the Canamex account, weren't
16 you?
17 A Yes, sir.
18 Q Do you have the bank statements for it?
19 A Probably in the office, Summer Rellmas would
20 have collected them, yes.
21 MR. LIONEL: Can you get those, Counsel?
22 We've asked specifically for them effectively.
23 BY MR. LIONEL:
24 Q But I'm flattered when you say I know things
25 you don't know.

A Well, yeah. You know some specifics, for sure. But I'm not trying to flatter you. I'm just stating the truth.

Q Why was a Nanyah investment beneficial to Eldorado?

A Eldorado Hills, if it didn't raise more money -- doesn't matter from Nanyah, or Sam Lionel, or John Doe -- was at risk of losing the property in a bank foreclosure because Eldorado Hills, LLC, had a lender that had the property as collateral. And if the loan would not be paid on a regular basis, they could foreclose.

Q That's why the million and a half was a benefit?

A Again, the million and a half, and then some. Later more money was brought into the entity as well. So any amount of money would have been a benefit in order to contend with the financing.

Q Let's stick to the million and a half.

A Yes. The answer -- the million and a half -- but, again, any other money would have benefited Eldorado Hills, LLC, which we were trying to raise.

Q Let's stick to the million and a half. Was the million and a half a benefit to Eldorado?

A Yes. Sure.

Q For the reason that you gave?

A Correct. Yes, sir.

Q Are there any documents or anything that would show that this was a benefit and that Eldorado accepted it for that purpose?

A The bank statement.

Q Just the bank statement? That's it?

A That I can remember at this point in time, yes.

Q And the bank statement showed that they accepted it? Is that your point?

A Yes, sir.

Q It doesn't show what they were going to do with it, or anything like that?

A The bank statement wouldn't show that, no.

Q Tell me what efforts were made by Nanyah to obtain an interest in Eldorado Hills.

A Well, the investment of the $1.5 million would be one. And then at that point, I believe and feel as if I had a close enough, good enough relationship, and still do, with the principal of Nanyah, that he basically left it up to me to be a steward of that capital and of the asset, had explained to him what the asset was. And he invests all over the world. He invests in the United States. And that was his first

venture in Nevada. And he said, "Carlos, you're just going to manage that for me." So he left it up to me.

Q What did you as steward do to get that interest?

A I was the manager of Eldorado Hills. I felt like I equally controlled Eldorado Hills along with Sig Rogich. So I just tried to do the best that I could with the project at hand, marketing it, developing it, refinancing it, and capitalizing it.

Q But this is a lawsuit to get that interest, right, for Nanyah?

MR. McDONALD: Object to the extent it calls for a legal conclusion.

BY MR. LIONEL:

Q Is that correct?

A I think that's part of the lawsuit, in my opinion, yes.

Q He's been trying to get it since he put the money in, right?

MR. McDONALD: Same objection.

THE WITNESS: Listen, I would not -- I see -- I understand your question, and why you would ask it. I don't think it was a concern, though, in 2007, and even in 2008, about him obtaining an interest. I mean, the money was sent. It was a confidence thing. The

money benefited the company. The company benefited from his money. And it was just trusted that the right thing would be done with his capital.

I mean, the fact of the matter is $1,500,000 was invested. Eldorado Hills did use that capital. Okay. I advanced -- Go Global advanced it to Eldorado Hills, and Eldorado Hills owed that money to Go Global. So there wasn't really an effort or, like you're describing it, to go try to get the interest. We accepted that the interest was given at the time.

BY MR. LIONEL:

Q Have I got the right lawsuit?

A There was a million and a half invested in Eldorado Hills, LLC, so I think you do have the right lawsuit, yes.

Q Thank you.

A Yes. You're welcome.

Q Now, were you involved with the tax returns of Eldorado?

A Sure, yes. Involved, yes.

Q You were the tax matter partner?

A I think so.

Q In 2007?

A Yes.

Q 2008?

A No, I don't think so, no.
Q In 2007. In 2007, Mr. Ray was shown as being an investor, as having an interest in Eldorado, right?
A Correct.
Q And also in subsequent years; isn't that correct?
A I believe so, yes.
Q Was Nanyah ever shown as having an interest in it, in Eldorado?
A You may know better than I. But not that I know of.
Q As a matter of fact, in 2007 when you were tax matters partner, and Mr. Ray's interest was shown, nothing was shown there for Nanyah's interest, right?
A Yes.
Q And you, as tax matters partner, could have provided that, right?
A Could have, yes.
Q And you've seen the Complaint here and the Amended Complaint, correct?
A Yes.
Q You approved them?
A Approved?
Q Both of them?
A How do I approve a Complaint? Oh, oh, mine --

yes, I do approve them.
Q And authorized their filing?
A Yes.
MR. LIONEL: Why don't we take a five-minute break? I may be through.
(Recess)
MR. LIONEL: I have no further questions.
MR. McDONALD: I just have one quick question.
EXAMINATION
BY MR. McDONALD:
Q As you testified earlier, in late 2008, Mr. Rogich agreed to purchase your interest in Eldorado Hills, correct?
A Yes, sir.
Q There was a Purchase Agreement that was executed?
A Yes.
Q Is it your understanding that the Purchase Agreement, when it was executed, Mr. Rogich was agreeing to indemnify you for any claims related to Nanyah Vegas?
MR. LIONEL: Objection.
BY MR. McDONALD:
Q You can answer.
A That was my -- that is my understanding.

MR. McDONALD: Okay. I don't have any other questions.
MR. LIONEL: That's it.
(Thereupon, the deposition concluded at 10:48 a.m.)

CERTIFICATE OF WITNESS

PAGE	LINE	CHANGE	REASON

* * * * *

I, CARLOS A. HUERTA, witness herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

CARLOS A. HUERTA DATE

1 CERTIFICATE OF REPORTER

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

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

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

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

12 I further certify (1) that I am not a
relative or employee of an attorney or counsel of any
13 of the parties, nor a relative or employee of any
attorney or counsel involved in said action, nor a
14 person financially interested in the action, and (2)
that pursuant to Rule 30(e), transcript review by the
15 witness was requested.

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

18

19 _____

20 MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

21

22

23

24

25

EXHIBIT 5

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:28 PM
To: Mark Simons
Subject: FW: *** Detected as Spam (Black List) *** Re: Las Vegas

---

From: Yoav Harlap
Sent: Tuesday, December 4, 2007 7:21 PM
To: Carlos Huerta <Carlos@GoGlobalProperties.com>
Subject: RE: *** Detected as Spam (Black List) *** Re: Las Vegas

Carlos,

I've given the instructions and the transfer of $1.5 Million will be done on Thursday from Goldman Sachs Zurich.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] **On Behalf Of** Carlos Huerta
Sent: Tuesday, December 04, 2007 5:15 PM
To: Yoav Harlap
Subject: *** Detected as Spam (Black List) *** Re: Las Vegas

Hello Yoav,

The wire transmittal is just fine. Thank you. Here is the information for you down below, but hold off until Wednesday or Thursday to send it off to us, so that I can notify our bank so that they are aware that this large amount is on its way and so that they are on the lookout for it.

Banking details:

Account #: 612030684,
Routing/ABA #: 122400779
Bank Account Name: CanaMex Nevada, LLC
Bank Name: Nevada State Bank
Bank Address: 750 E. Warm Springs Road, Las Vegas, NV 89119
Bank Contact Name: Melissa Dewindt

Please let me know if you have any concerns or questions.

Speak with you soon.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590

EXHIBIT 6

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 2
This Statement: December 31, 2007
Last Statement: December 3, 2007

Primary Account 612030684

0017734 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0023 00002
CANAMEX NEVADA LLC
CARLOS HUERTA
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

Nevada State Bank's Central Vault Services can assist your business by offering a safe and secure way to transport cash and checks via our armored carrier service. Whether you need us to pick up your deposit or drop off a change order, we are here to help. Visit www.nsbank.com for more information.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Account Analysis Checking	612030684	$3,000.00	

ACCOUNT ANALYSIS CHECKING 612030684

103 2

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

2 DEPOSITS/CREDITS

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

0 CHARGES/DEBITS

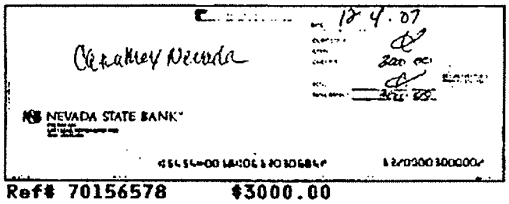
There were no transactions this period.

1 CHECK PROCESSED

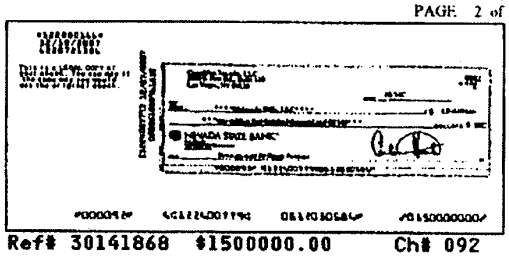
Number	Date	Amount
92	12/10	1,500,000.00

DAILY BALANCES

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



Ref# 70156578 $3000.00



Ref# 30141868 $1500000.00 Ch# 092

EXHIBIT 7

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

Statement of Accounts
Page 1 of 3
This Statement: December 31, 2007
Last Statement: November 30, 2007

Primary Account 612027920

0017727 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB FG0023 00017
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

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

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

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

4 DEPOSITS/CREDITS

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

2 CHARGES/DEBITS

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

13 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1143	12/04	3,333.00	1148	12/12	55.00	1152	12/28	168,287.67
1144	12/17	249.99	1149	12/17	399.96	1153	12/31	43,610.00
1145	12/14	921.38	1150	12/11	15,000.00	1154	12/31	100.00
1146	12/24	5,650.00	1151	12/11	15,000.00	1155	12/31	3,333.00
1147	12/21	1,552.50						

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/04	1,870.51	12/12	36,815.51	12/24	202,548.29
12/07	1,501,870.51	12/14	35,894.13	12/26	227,548.29
12/10	66,870.51	12/17	34,750.79	12/28	59,260.62
12/11	36,870.51	12/21	208,198.29	12/31	12,217.62

EQUAL HOUSING LENDER MEMBER FDIC

0017727 000000002 000031368

NAN_000449

NSB NEVADA STATE BANK™

P.O. BOX 990 LAS VEGAS, NV 89125-0990

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

Primary Account 612029199

0017435 01 AV 0.312 **AUTO T4 0 2202 89120-444935 02 NSB PG0021 00000
ELDORADO HILLS LLC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:
Reddi Response
24-hour Account Information:
Las Vegas: 471-5800
Reno: 337-2811
1 (800) 462-3555 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8811
1 (800) 789-4671 (outside local areas)

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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029199	$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029199

942 0

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
2,373.22	1,450,779.35	10.00	1,420,000.00	33,142.57

2 DEPOSITS/CREDITS

Date	Amount	Description
12/10	1,450,000.00	INTERNET XFER FROM DDA ***7920 ID: 342134719 1702601098
12/31	779.35	INTEREST PAYMENT 0020688902

1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

Number	Date	Amount
0	12/14	1,420,000.00

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
12/10	1,452,373.22	12/14	32,373.22	12/31	33,142.57

INTEREST

Interest Earned This Interest Period	$779.35	Number Of Days This Interest Period	31
Interest Paid Year-To-Date 2007	$6,312.57	Annual Percentage Yield Earned	4.53%

Current interest rate is 4.33%

Interest rate changes this interest period:

Date	New Interest Rate
12/13	4.33%

EQUAL HOUSING LENDER MEMBER FDIC

0017435 000000001 000030924

NAN_000450

EXHIBIT 8

NEVADA STATE BANK

P.O. BOX 990 LAS VEGAS, NV 89125-0990

EXHIBIT NO. 6
M. SPECIALE

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

Primary Account [redacted]

0017885 02 AV 0.437 **AUTO T5 2 2202 89120-444935 02 N60 P00023 00051
GO GLOBAL INC
3060 E POST RD STE 110
LAS VEGAS NV 89120-4440

DIRECT INQUIRIES TO:
Redd Response
24-hour Account Information:
Las Vegas: 471-6800
Reno: 337-2011
1 (800) 492-3595 (outside local areas)

Loan By Phone
Las Vegas: 399-Loan (5626)
Reno: 851-8011
1 (800) 789-4671 (outside local areas)

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Remote Deposit Analysis Checking	012024471	$670,565.01	

REMOTE DEPOSIT ANALYSIS CHECKING 012024471

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
33,001.67	1,525,938.46	9,762.72	869,392.39	670,565.01

6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,106.44	Remote 0000005643000000446 6062887105
12/11	17.36	Remote 0000005643000000457 6063121587
12/11	14.65	Remote 0000005643000000458 6063143622
12/12	100,000.00	Remote 0000005643000000459 6063260702
12/14	1,420,000.00	DEPOSIT 0770185076
12/27	500.00	Remote 0000005643000000464 6064391734

6 CHARGES/DEBITS

Date	Amount	Description
12/07	109.07	MPOWER COMMUNICA MPOWER ***-***-5601 REF # 1220000307 05107 1102023110
12/10	276.04	UNITED HEALTHCAR EDI PA 203712070041 60 REF # 0480002060 93067 1102320430
12/14	8,710.00	IRS USATAXPYMT 270774800357011 REF # 0610300160 50240 1101734106
12/21	23.07	ANALYSIS SERVICE FEE
12/27	1,470.20	COUNTRYWIDE MORTGAGE ******40 REF # 0210000202 00204 1102020711
12/27	1,165.98	COUNTRYWIDE MORTGAGE ******29 REF # 0210000202 00605 1102020732

45 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
[redacted]								

* Not in check sequence

MEMBER FDIC

RT0155

Net Deposit Credit

Ref# 62887105 $5106.44

Net Deposit Credit

Ref# 63121587 $17.36

Net Deposit Credit

Ref# 63143822 $14.65

Net Deposit Credit

Ref# 63260782 $100000.00

NSB CHECKING ACCOUNT CREDIT
NEVADA STATE BANK
Your account has been credited as follows:
per email request from Carlos Huerta transfer from ~~[illegible]~~ 612024471
Date 12/14/07 $ 1,420,000.00
Go Global
CHECKING ACCOUNT NUMBER 612024471
COST CTR 4E41
AUTHORIZED SIGNATURE
⑆122400296⑆ 0612024471⑈ 1420142000000⑈

Ref# 70185078 $1420000.00

Net Deposit Credit

Ref# 64381734 $500.00

EXHIBIT 9

Therese Shanks

From:	Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent:	Monday, October 16, 2017 2:29 PM
To:	Mark Simons
Subject:	FW: Nanyah Vegas Investment
Attachments:	Nanyah Vegas CF Letter + Documents.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Saturday, December 8, 2007 2:41 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Cc: mareshel@zahav.net.il; feingold@actcom.co.il
Subject: Nanyah Vegas Investment

Dear Mr. Harlap,

Please find attached your investment confirmation letter, as well as the organizational documents for Nanyah Vegas, LLC. If I may be of any assistance in the future, please feel to contact me at anytime.

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

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Go Global Properties
T: (702) 617-9861
F: (702) 617-9862
www.GoGlobalProperties.com

December 7th, 2007

Nanyah Vegas, LLC
Via email: yoav.harlap@nanyah.com
mareshel@zahav.net.il
feingold@actcom.co.il

Dear Mr. Harlap,

Welcome to the Go Global Properties investment family, where innovative solutions meet exceptional results. We'd like to thank you for your recent investment into CanaMex Nevada, LLC. Your wire of one million five-hundred thousand dollars ($1,500,000) was received on 12/6/2007 and has been recorded under the entity Nanyah Vegas, LLC.

Your 2007 federal tax forms should be received by February 2008 and will be delivered to you via email at yoav.harlap@nanyah.com. If you prefer another method of delivery, or would like an additional copy sent directly to your accountant please contact me, Summer Rellamas, via email at summer@goglobalproperties.com, or Carlos directly at Carlos@GoGlobalProperties.com and we will be happy to make the necessary arrangements. Also, for files, and following this letter are your Nanyah Vegas corporate documents.

Once again we'd like to thank you for your investment and look forward to a long and profitable relationship.

Sincerely,

Summer Rellamas

Summer Rellamas
Finance & Administration Manager

EXHIBIT 10

Therese Shanks

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

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

Hello Yoav,

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

Thanks.

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

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

January 2, 2008

RE: CanaMex Nevada, LLC

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

UNINCORPORATED

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

AMENDED ZONE CHANGE to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.
WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).
BW/am/mh
PC Action - Approved

EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS

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

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

Respectfully,

Carlos Huerta

Carlos Huerta

EXHIBIT 11

Therese Shanks

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

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

Dear Mr. Harlap,

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

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

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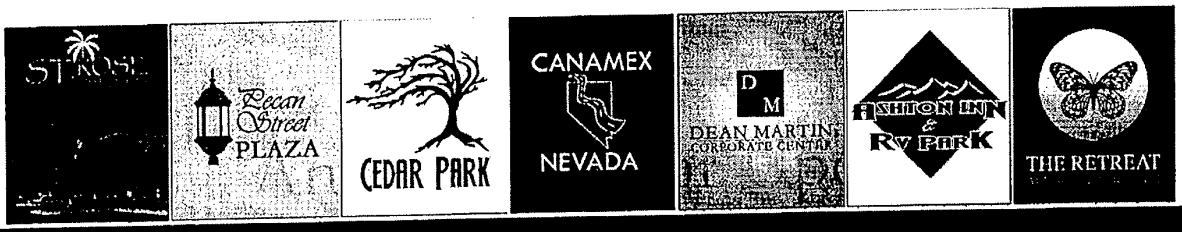
Annual Investor Update



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

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Dear Go Global Investor,

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

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

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

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

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

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

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

Sincerely,

Summer Rellamas
Finance & Administration Manager

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2008 Go Global Properties
Overall Financial Market Outlook

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

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

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

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

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

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

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

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

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

From The Wall Street Journal
Dec. 20, 2007

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

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

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

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

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

Full Ranking of Fastest-Growing States

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

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

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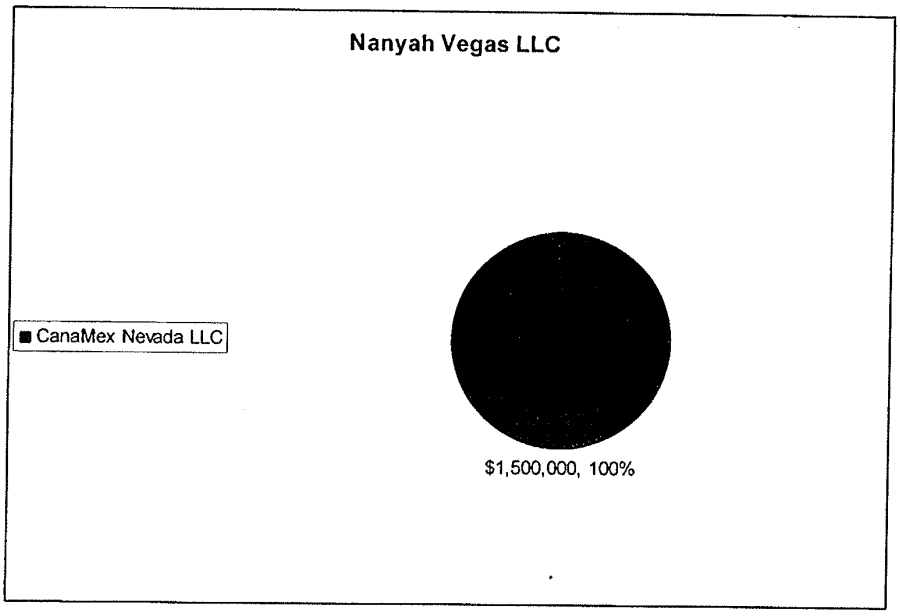
Nanyah Vegas LLC	
CanaMex Nevada LLC	$1,500,000
Total Capital Investment	**$1,500,000**



Contact Information

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

Investor:	Nanyah Vegas LLC
Tax Payer ID:	Applied For
Principal Contact:	Yoav Harlap
Date of Birth:	
Email:	yoav.harlap@nanyah.com
Address:	134 Haeshel St
	Herzelia, Israel 46644
Phone:	011-972-54200000

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

Accountant/ Financial Advisor:	
Email:	
Address:	
Phone:	

EXHIBIT 12

Therese Shanks

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

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

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

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

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GO GLOBAL PROPERTIES

Go Global Properties
T: (702) 617-9861
F: (702) 617-9862
www.GoGlobalProperties.com

March 13th, 2008

Dear Yoav,

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

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

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

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

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at $720,000[1] per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

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

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

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

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

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

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

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

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

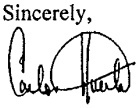
At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

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

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

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

Sincerely,



Carlos Huerta, Managing Manager
CanaMex Nevada, LLC

EXHIBIT 13

INDEX TO EXAMINATION

Witness: CARLOS A. HUERTA Page

BY MR. LIONEL 5

INDEX TO EXHIBITS

Number	Description	Page
B	First Amended Complaint, Bates Nos. SR002000 through SR002020	9
C	Assignment of Contract, Bates No. SR002021	19
D	Nevada State Bank Statement, Bates Nos. SR002022 through SR002023	82
E	Nevada State Bank Statement, Bates Nos. SR002024 through SR002026	85
F	Nevada State Bank Statement, Bates No. SR002027	87
G	Nevada State Bank Statement of Accounts Consisting of 2 Pages	89
H	E-Mail from Carlos Huerta to Melissa Olivas, Dated 10/24/2008, Bates Nos. SR002047 through SR002048	92
I	E-mail from Carlos Huerta to Kenneth Woloson, Dated 10/25/2008, Bates No. SR002049	93

LAS VEGAS, NEVADA, APRIL 30, 2014

9:33 A.M.

(Prior to the commencement of the deposition, all of the parties present agreed to waive statements by the court reporter, pursuant to Rule 30(b)(4) of NRCP.)

CARLOS A. HUERTA,

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. LIONEL:

Q. Please state your name.

A. Carlos Huerta, H-u-e-r-t-a.

Q. Where do you live, Mr. Huerta?

A. Sierra Vista Rancho, Las Vegas, Nevada.

Q. You have an office in Las Vegas?

A. Yes, sir.

Q. Where is that office?

A. 3060 East Post Road, Suite 110, Las Vegas, Nevada, 89120.

Q. And how long have you been in that office?

A. Since 2000 -- I've had that office building since 2005.

Q. Is that your building?

A. Yes.

Q. Thank you. When I say your building, you own it?

A. Yes, sir.

Q. You built it?

A. Yes, sir.

Q. What is your education after high school?

A. I have a bachelor's in business administration, and then I also have an MBA with a finance concentration.

Q. From what school?

A. University of Miami.

Q. You were the manager of Eldorado. When I say Eldorado, I'm talking about Eldorado, LLC. Is that correct?

A. I was one of, yes. Mr. Rogich and I, I believe, are the managers.

Q. That was -- you were co-managers during the years 2006, 2007, until October 30th, 2008?

A. That sound right. Wasn't it October 31st?

Q. October 31st.

A. I remember that, Halloween.

Q. The agreement is dated the 30th, isn't it?

A. Was it? Okay. Yes, we went into the title company on Halloween. I remember they opened it up for

us.

Q. As manager, what were your duties generally?

A. Of Eldorado Hills?

Q. Yes.

A. Raise capital, manage the asset that was 160 acres and 89 -- plus/minus an 89,000 square-foot warehouse facility, collect rent from tenants.

We had two other buildings on the property. One was the clubhouse for a gun club, which I believe is still functioning there, and begin the -- what we started to do was market the property, and I was greatly responsible for marketing the property for sale, and also along with that we were working on an assemblage to join our land with our neighbor's land and do a master plan, planning of the entire what would have been 300 acres or so and trying to do it in a responsible fashion with the expansion of the 95 -- 93/95 and an interchange that they had planned there. I believe it was the Nevada Department of Transportation.

So my roles were very involved, very vast, and I wore multiple hats for Eldorado Hills.

Q. Were you also involved with respect to the filing of tax returns for Eldorado?

A. Yes.

Q. And that would be for the years 2006, 2007.

1 Is that correct?
2 A. Yes.
3 Q. Maybe -- perhaps I should ask you, did you
4 have anything to do with the 2008 return?
5 A. I don't think so.
6 Q. And in doing -- getting involved with the tax
7 returns for Eldorado, did you work with Mr. Brent
8 Barlow?
9 A. Yes.
10 Q. He was a partner of L.L. Bradford?
11 A. He worked with or at L.L. Bradford & Company.
12 I can't say whether he was a partner or not.
13 Q. But did you work with him with respect to the
14 returns?
15 A. I did.
16 Q. Is he now your CPA?
17 A. Yes.
18 Q. And does your tax returns?
19 A. Yes.
20 Q. Now, I'm going to show you a copy of the first
21 amended complaint which will be marked as Exhibit B
22 which has -- you're familiar with that complaint?
23 A. Yes, sir.
24 Q. And affixed to that complaint as an exhibit --
25 I believe it's Exhibit 1 -- is the agreement that was

1 entered into on the 30th day of October 2008. Is that
2 correct?
3 A. Yes.
4 MR. LIONEL: Would you mark that, please.
5 I'll give you a copy.
6 (Exhibit B was marked.)
7 BY MR. LIONEL:
8 Q. I'm actually not going to refer to the
9 complaint at the moment, but I will periodically refer
10 to the agreement.
11 A. Okay.
12 MR. ANDERSON: And the agreement is an exhibit
13 to the amended complaint, just for clarity.
14 MR. LIONEL: I accept the clarification.
15 THE WITNESS: Thank you.
16 BY MR. LIONEL:
17 Q. Now, the agreement is signed by you. If you
18 look, I believe it's the next to the last page. I'm
19 sorry, it's page -- it's Bates Number SR002018.
20 A. I'll be right there, Mr. Lionel.
21 18?
22 Q. 2018.
23 A. Yes, okay.
24 Q. You have it?
25 A. I do.

1 Q. Did you sign that?
2 A. Correct.
3 Q. Now, you signed it Carlos Huerta on behalf of
4 Go Global, Inc. Is that correct?
5 A. Yes, I did.
6 Q. Did you sign it individually? It's not been
7 signed individually. It's a strange signature the way
8 it is, and that's why I'm asking you, it's only for Go
9 Global?
10 A. Okay. I don't remember.
11 Q. The agreement says that you are one of the
12 sellers in that regard, 2010?
13 A. Right. It says Go Global, Inc., Carlos
14 Huerta, Carlos, Seller. So...
15 Q. Is there any reason why you did not sign it
16 individually?
17 A. No.
18 Q. And when you sign it for Go Global, I assume
19 you're signing it as president of Go Global, right?
20 A. I believe so.
21 Q. You believe so?
22 A. Yes.
23 Q. My problem is I'm trying to find out what the
24 interests were of you and Go Global with respect to
25 Eldorado. It just isn't clear. Did you have a

1 membership interest in Eldorado, or was it solely in the
2 name of Go Global, Inc.?
3 A. I don't remember. The Eldorado Hills
4 operating agreement would probably clarify that, but I
5 don't have that in front of me.
6 Q. The tax returns filed show only Go Global as a
7 member of Eldorado, LLC. It doesn't show you
8 individually.
9 A. Okay.
10 Q. Which one of you, if I may, had the interest
11 in Eldorado?
12 A. I don't remember. Go Global, Inc. is an S
13 Corp. though, and I'm a hundred percent owner of Go
14 Global. So it just all --
15 Q. I recognize that, but I'm trying to -- maybe
16 I'm -- I'm not over technical. In my view, I think I
17 have a right to know who is what.
18 A. Right. I'm trying to do my best to answer the
19 question.
20 Q. And your best answer is what?
21 A. My best answer is I don't remember if I was
22 specifically a member or not. In the purchase agreement
23 that you showed me in SR002010, I'm mentioned
24 individually. So -- and Go Global is. That's what I
25 have in front of me. So...

Q. Is it fair to say that you don't know? I'll clarify. As I say, the tax returns, which you had a part in, show that only Go Global, Inc. was a member.
A. Okay.
Q. So is it a fair statement it may have been the only one that had an interest?
A. It is a fair statement.
Q. Thank you. It's not going to shake the world, Carl.
A. You're the one asking the questions.
Q. I will ask.
A. I'm just trying to answer.
Q. Fine.
A. I hope it doesn't shake the world, though.
Q. What was your role in the agreement?
A. Which agreement, sir?
Q. When I talk about agreement, the only agreement I believe I'm going to talk about is the one which is the Exhibit 1 to the amended complaint that you have in front of you.
A. Okay. Okay.
Q. What was your role in the preparation of that agreement? And strike that.
You will know whenever I mention agreement, unless I say otherwise, I'm talking about the purchase

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

Q. But you saw all the drafts, and you edited them?
A. As far as I remember.
Q. In your part to represent Go Global in connection with the agreement?
A. As far as I remember, that's correct.
Q. Were you satisfied with it when it was completed and executed?
A. Yes.
MR. McDONALD: Object to the form.
BY MR. LIONEL:
Q. In your view, was it a clear agreement?
MR. McDONALD: Object to the form.
A. I think it was pretty clear, yes.
BY MR. LIONEL:
Q. Complete?
MR. McDONALD: Same objection.
BY MR. LIONEL:
Q. Do you consider it complete?
A. I haven't read it in awhile, but at the time, I thought it was pretty complete.
Q. And unambiguous?
A. Yes.
Q. Now, the agreement was one of several agreements --

A. Uh-huh.
Q. -- that were prepared and executed at the same time. Is that correct?
A. Correct.
Q. And I'm talking about agreements with respect to the Flangas Trust and TELD. Is that correct?
A. Yes, sir.
Q. And you were party to those agreements?
A. Yes, sir.
Q. You signed them?
A. Yes, sir.
Q. And you got copies of them?
A. Correct.
Q. You still have copies?
A. I believe so, yes.
Q. When is the last time you looked at them?
A. Quite a long time ago. I mean, at least a year or two.
Q. Actually, at the time of those agreements, Eldorado had some problems, didn't it, financial problems?
MR. McDONALD: Object to the form.
A. Compared to what happened since '08, I wouldn't consider them financial problems, but at the time, maybe we did.

BY MR. LIONEL:

Q. You were in default under your mortgage at the time?

A. Yes.

Q. And actually when TELD came in, it helped you with respect to financial problems?

A. Not at the time. I thought that that's what they were going to do, but it took awhile for them to do that.

Q. Pursuant to the agreements that were executed on October 30th, 2008 --

A. Yes, sir.

Q. -- TELD brought in cash to the company -- strike that.

A. Correct.

Q. A little over $5 million. Is that correct?

A. I'm unaware of that.

Q. You're unaware that TELD brought --

A. I didn't get any of it, and neither did the bank that we owed the money to.

Q. Do you know what happened to the 5 million? Would the agreement provide that TELD would provide $5 million?

A. I believe so.

Q. And to your knowledge, it was not provided?

A. I didn't see the $5 million, and I'm not being literally like $5 million in cash. I don't know where that $5 million was paid to or even if it was at the time.

Q. Was there a refinancing of the mortgage?

A. Yeah, but like a year later after that agreement, after this -- what do you call it, Exhibit 1? It was quite a long time. So I was made to understand that it would happen right away, and it took quite a long time. I mean, about a year, maybe a little bit less. So it sat there unpaid, the mortgage, that entire time.

Q. That was when the FDIC came in?

A. I think the FDIC had already come in but...

Q. They had already taken over?

A. The ANB Financial, which is A, N as in Nancy, B Financial, who held the mortgage on the property.

Q. Did the agreements provide that TELD would be rewarded for putting that money in?

A. Rewarded in a fashion that they would earn an interest in Eldorado Hills, LLC. Is that what you mean by rewarded?

Q. How about a financial reward?

A. I don't recall like a financial reward. I remember them taking an ownership percentage in the

entity, or a membership percentage I think it's better described.

Q. Did the agreements with TELD and Flangas provide that there would be an amended and restated operating agreement?

A. I believe so. Flangas pulled out of the deal, you know. So he didn't stay in the deal, but I believe there was going to be an amended operating agreement, yes.

Q. Did you see the amended and restated operating agreement?

A. I think I have copies of that along with the other documents. So I believe so.

Q. TELD was not a party to the purchase agreement, correct?

A. I don't remember that right now.

Q. Well, you can take a look at it.

A. Oh, okay. Well, of the agreement that we signed that we were talking about with Flangas, he was. That's where you confused me a little bit.

Q. He was what?

A. TELD, I believe, was a member in the documents.

Q. In the documents but not in the purchase agreement?

A. In Exhibit 1, correct, you are right.

Q. Does the Alexander Christopher Trust file tax returns?

A. No.

Q. Is there a reason it doesn't?

A. From my understanding, since it's just our family trust, everything just flows through to us, but it's more a question for my lawyer. So I can't say for sure.

Q. But as far as you know, it doesn't file a tax return?

A. Correct.

MR. LIONEL: Would you mark this as the next exhibit, which I believe is C.

(Exhibit C was marked.)

BY MR. LIONEL:

Q. Mr. Huerta, I just handed you what's been marked Exhibit C. It bears the number SR002021.

A. Okay.

Q. That's a document entitled Assignment of Contract. Is that correct?

A. It is.

Q. And you signed it as assignor of Go Global?

A. Yes.

Q. As president of Go Global, and you also signed

it as trustee for the Alexander Christopher Trust.
A. Yes.
Q. It says assignor. Is that a mistake? Should that have been assignee?
A. Yes, correct.
Q. Now, this assignment has to do with this lawsuit, namely, it appears to assign interest to the Alexander Christopher Trust to bring this lawsuit. Is that correct?
A. Correct.
Q. And that's what it does as far as you know?
A. Correct.
Q. That's what it was intended?
A. Yes.
Q. Go Global was a party to the agreement, right?
A. Yes.
Q. And what it was doing here was assigning the rights of Go Global that it had in the agreement?
A. Yes.
Q. And giving the assignee, the trust, the right to file this action?
A. Yes.
Q. You did not assign anything to it. You did not assign any rights to the Alexander Christopher Trust?

MR. McDONALD: Object to the form.
A. In general or in this agreement?
BY MR. LIONEL:
Q. In this agreement, assignment.
A. Correct.
Q. In other words, as I read this, Go Global had the rights under the agreement, and it assigned those rights to the trust. Is that correct?
A. That statement that you just made seems correct to me.
Q. In other words, all the rights under the agreement?
A. That's my understanding.
Q. And, as a matter of fact, everything recovered would belong to the trust under this agreement.
MR. McDONALD: Object to the form.
BY MR. LIONEL:
Q. Is that correct?
A. I believe so.
Q. And I refer you specifically to under Terms, the second paragraph.
A. Right.
Q. So, therefore, once this is signed, as I understand it -- correct me if I'm wrong -- all the rights under the agreement which earlier had belonged to

Go Global were now belonging to the Alexander Christopher Trust. Is that right?
MR. McDONALD: Same objection.
A. Correct.
BY MR. LIONEL:
Q. You didn't assign anything to it, to the trust?
MR. McDONALD: Object to the form.
A. Legally, I don't know if that's a correct statement. I'm not saying it's wrong, but it says, "The assignee shall be entitled to all money, assets or compensation remaining to be paid pursuant to the purchase agreement or from any act of recovery seeking to enforce the obligations of the parties therein."
So in my opinion, I'm assigning certain things to the trust from Go Global.
BY MR. LIONEL:
Q. Did anybody else besides Go Global have an interest that could be assigned?
MR. McDONALD: Object to the form.
A. Possibly, yes.
BY MR. LIONEL:
Q. I beg your pardon?
A. Possibly.
Q. When you say possibly, who are you referring

to?
A. Well, it could have been any of Go Global's investors, as well.
Q. Oh, I'm not -- what I'm looking at, Mr. Huerta --
A. You can call me Carlos.
Q. Carlos, I'm not looking at any investors. I'm looking really basically at two possible entities, you and Go Global, and it appears at least -- I'm not going to put words in your mouth. You accused me once of that, I think --
A. Maybe once.
Q. Maybe once -- that this is an assignment of all the rights in that agreement and giving the trust the right to bring the action, and any money that comes in, if any, belongs to the trust, and I understand it's a C Corp. that you have.
A. S, S Corp.
Q. S Corp. Excuse me. I'm sorry.
A. Sure.
Q. Am I correct in that statement?
A. I believe so, yes.
Q. Thank you.
A. Sure.
Q. And, Mr. Huerta, let's go back to the

1 agreement.
2 A. Exhibit 1?
3 Q. Exhibit 1, yes.
4 A. Okay.
5 Q. Under Paragraph 2, which is SR002011 --
6 A. I'm at 2011.
7 Q. That's right, Paragraph 2, Consideration.
8 A. Okay.
9 Q. When is the last time you looked at this
10 exhibit?
11 A. About a year ago maybe.
12 Q. And I'm going to read into the record 2(a).
13 It says, "Consideration: For and in consideration of
14 seller's transfer of the membership interest hereunder,
15 buyer agrees: (a), buyer shall owe seller the sum of
16 $2,747,729.50 as noninterest-bearing debt with,
17 therefore, no capital calls for monthly payments. Said
18 amount shall be payable to seller from future
19 distributions or proceeds (net of bank/debt owed
20 payments and tax liabilities from such proceeds, if
21 any), distributed to buyer at the rate of 56.20 percent
22 of such profits, as, when and if received by buyer from
23 the company."
24 Did I read it correctly?
25 A. Yes.

1 Q. And what the trust is suing for now, your
2 trust -- when I say your trust, Alexander Christopher
3 Trust basically --
4 A. I just call it ACT if it helps you say that
5 every single time.
6 Q. Okay. I'm not sure.
7 A. No problem.
8 Q. And what you're suing for -- what ACT, the
9 trust, is suing for is this amount of money based on
10 this provision in here. Is that correct?
11 MR. McDONALD: Object to the form.
12 A. Correct.
13 BY MR. LIONEL:
14 Q. I'm not saying there were not other
15 provisions, but that is where the number comes from that
16 you're suing from. Is that correct?
17 A. Yes.
18 Q. Are you aware of any distributions by Eldorado
19 in 2008?
20 A. No.
21 Q. 2009?
22 A. No.
23 Q. 2010?
24 A. No.
25 Q. 2011?

1 A. No.
2 Q. 2012?
3 A. No.
4 Q. 2013?
5 A. No.
6 Q. 2014 to date?
7 A. No.
8 Q. Where did the language in that paragraph come
9 from, and when I say that, I'm referring to the language
10 "as, when" -- that distributions, "as, when and if
11 received by buyer from the company." Where did that
12 language come from?
13 A. If I had to say, I would say Ken Woloson, but
14 I mean, I --
15 Q. Did it appear in the drafts?
16 A. Right.
17 Q. You never edited that out?
18 A. Oh, I don't remember.
19 Q. I beg your pardon?
20 A. I do not remember if that part specifically
21 was edited by me or Mr. Dunlap or anyone else. I mean,
22 it was seven years ago or six and a half years ago.
23 Q. Are you saying -- you're not saying it was not
24 in the drafts? Are you parsing my question?
25 A. You asked me a double negative, "You're not

1 saying it wasn't in the drafts. You're saying it wasn't
2 in the drafts?" I'm guessing that it was in the drafts.
3 Q. Was it in the drafts?
4 A. I believe so.
5 Q. Do you remember any discussion with respect to
6 that language?
7 A. No.
8 Q. In your view, what did the word "if" in there
9 mean?
10 MR. McDONALD: Object to the form.
11 A. Well, I guess there are no guaranties in life.
12 Maybe the property didn't sell or wouldn't sell. It
13 just sat there, in which case my money that I'm owed
14 would just sort of sit there, if the property doesn't
15 sell or if it doesn't receive any rents like from a gun
16 club or if it doesn't receive any proceeds at all.
17 I mean, at this point in 2008, I was
18 relinquishing control of Eldorado Hills, LLC, which did
19 own a tangible substantial asset in 160 acres and
20 everything that I've described. So I couldn't guarantee
21 that the individual that now controlled Eldorado Hills,
22 LLC, would sell it. I couldn't force them to do it. I
23 mean, they were controlling me, the company.
24 So, you know, if you invest in a stock and it
25 never produces a dividend, I guess you can't really do

anything about it until the company sells or merges, or, you know, you can sell the stock maybe, but you just can't control when you're going to get a dividend or distributions at that point.

BY MR. LIONEL:

Q. So what you're saying is there was no assurance that there would be any distributions at any point in time?

MR. McDONALD: Object to the form.

A. I don't -- there was no assurance, yes, that the property would sell at any point in time or there would be any distributions out of the company.

BY MR. LIONEL:

Q. Going back to 2008, in October, the month that the agreement was executed --

A. Okay.

Q. -- did you have any discussions with Mr. Rogich with respect to Nanyah Vegas?

A. Yes. Yes.

Q. More than one?

A. I definitely had one with Mr. Rogich, and I definitely had one with Ken Woloson, Mr. Rogich's attorney.

Q. Do you know where was the discussion with Mr. Rogich?

A. At the Howard Hughes office.

Q. And who was there?

A. Mr. Rogich and myself.

Q. Was Melissa Olivas there?

A. Melissa works for Sig, right. So she has an office there. I don't think she was present during our conversation, but she was probably somewhere in her office. You know, there's multiple offices within that suite.

Q. Well, I'm not trying to find out about her office. I want to know if she was present during that conversation.

A. I'd say she was present in the suite but not necessarily in the office where Mr. Rogich and I talked about it. So I don't know how close you're talking. So...

Q. She may have been there?

A. I don't believe so, no.

Q. Fine. Tell me what you said and what he said.

A. Oh --

Q. Was anybody else there?

A. I don't think so, no.

Q. What did you say, and what did he say?

A. The conversation that I remember -- and I'm quite certain there was more than one. Like I told you

before, I had an office there myself, at the Howard Hughes office, within Rogich's suite. Okay?

Q. So let's talk about that for a minute.

A. Sure.

Q. You had your office on Post Road at the time, didn't you?

A. My business card actually had the Howard Hughes address because I had an office there. I also bought a building, and my staff was at the Post Road address, not that I would never go to the Post Road address, but my business card was actually at the Howard Hughes address.

Q. I'm not asking about the business card. Where did you office at that time?

A. At the Howard Hughes address. Just like Lionel Sawyer & Collins has an office here and they have one in Carson City, I had one at Howard Hughes, and I had one on Post Road, Go Global did.

Q. When you say Go Global, tell me, it was a Subchapter S corporation, and you seem to do transactions, it seems to me, in either your own personal or individually or for Go Global, but when you say Go Global's office, did it have a particular office there?

A. Correct.

Q. Did it have employees?

A. Sometimes. Summer Rellamas would work out of that office when I needed her to.

Q. Did she work out of Mr. Rogich's office?

A. Yes.

Q. Often?

A. Yes.

Q. Did she have an office or a desk there?

A. Yes.

Q. Tell me what you said and what Mr. Rogich said there.

A. So, again, I'm sure we had more than one conversation because you don't complete a draft like this, you know, in one conversation, but the one conversation --

Q. No, I want to know any conversation about Nanyah Vegas.

A. I know. I'm giving you a precursor to what I'm about to say. We probably had more than one conversation, but I specifically remember one between Rogich and myself, and it involved not only Nanyah Vegas, it involved other investors including Nanyah Vegas.

So Mr. Rogich, if you're not aware, bought out two other investors that were Go Global's. Those

1 investors were Craig Dunlap and Eric Rietz. Mr. Rogich
2 actually wrote checks to each one of them.
3 Q. At that time?
4 A. In that month.
5 Q. I beg your pardon?
6 A. In October.
7 Q. In October. I'm sorry.
8 A. No, you're fine.
9 And so we were discussing the steps as we were
10 contemplating them to occur about the buyout where Sig
11 Rogich would assume the interest of Eldorado Hills, LLC,
12 or the membership interest, and Sig told me that he
13 would be buying out all of the investors, Nanyah and
14 Robert Ray as well.
15 He started with Craig Dunlap and then Eric
16 Rietz, wrote them checks, and he said, "My intention is
17 just to buy everybody out," and I said -- go ahead. You
18 have a question?
19 Q. No, go ahead.
20 A. Okay. "My intentions are to buy everybody
21 out." I said, "Great." My sum was larger than
22 everybody else's, and he said he would need time for
23 that, and that's when we started putting together this
24 agreement.
25 Q. What was said about Nanyah Vegas, if anything?

1 A. He was one of the investors. His plan was
2 just to buy them out, and he was one of the four, not
3 including Go Global.
4 Q. What was said about Nanyah Vegas specifically?
5 A. That he would pay them the amount that they
6 invested.
7 Q. He said that about Nanyah?
8 A. Yes.
9 Q. Did he know about Nanyah before October 2008?
10 A. Yes.
11 Q. Tell me how he knew about it.
12 A. Sig Rogich was a comanager of Eldorado Hills,
13 LLC. All right? He is the one that actually came up
14 with the idea to buy the property. Sig was intimately
15 involved in the management of Eldorado Hills, LLC. Sig
16 Rogich was a coborrower on about a $20 million loan.
17 One, I think, with maybe 18 million with Alliance
18 Mortgage, and then we refinanced that with ANB
19 Financial. Sig was a coborrower on both.
20 Sig knew of all the capital that was involved
21 with Eldorado Hills and how much we needed, how much the
22 monthly payments to those lenders was.
23 The ANB Financial one was over $170,000 a
24 month. He made some payments towards that. So being
25 that it was a lot of money that was involved, he knew

1 that Eldorado Hills, LLC required capital. It required
2 management. He assisted with that management. He
3 participated in that management.
4 When payments were due to different entities
5 being Nevada Power, the water -- Las Vegas Valley Water
6 District, the mortgage payments, whatever it is,
7 Mr. Rogich knew and had records of, and so did
8 Ms. Olivas, that payments were being made out of
9 Eldorado Hills, LLC.
10 So when these large chunks of money were
11 necessary for whatever it was to manage this large
12 asset, Mr. Rogich was aware.
13 So there came a point in time where -- many
14 times every month -- where a large payment was due to
15 the bank, whoever the lender was. Either Mr. Rogich or
16 myself or both funded Eldorado Hills, LLC, with hundreds
17 of thousands of dollars to millions of dollars.
18 There also came a time where our other lender,
19 Antonio Nevada, LLC, was promised money. In order to
20 meet our obligation to Antonio Nevada, LLC, there came a
21 payment of $3 million. If that $3 million payment
22 wouldn't have been made -- and I believe that was in '07
23 that it was due -- then Antonio's deal, from my
24 understanding at the time, would escalate and grow, and
25 we would owe Antonio a lot more money if we didn't make

1 that payment.
2 So at the time that the payment was due,
3 Mr. Rogich didn't have enough money to pay off Antonio.
4 I came up with three-quarters of the money owed to
5 Antonio, and Mr. Rogich came up with the other quarter.
6 I want to divide it into about 2.2 something million
7 dollars that Go Global contributed into Eldorado Hills,
8 LLC. Mr. Rogich contributed 770, $780,000.
9 So I never knew that Mr. Rogich was going to
10 run out of money. I didn't know what his actual
11 personal financial situation was. I presumed he had a
12 lot of money. So when he didn't have enough money to
13 pay off Antonio, which I believe was in the fall of 2007
14 or late summer of 2007, I said, "Okay, Sig, I have the
15 money, or I can come up with a good portion of the
16 money. I'm going to advance it to the company, but I'm
17 also working on bringing in investors." I was also
18 working, as I've described previously in another
19 deposition, on doing a joint venture or teaming up with
20 the Giroux property and doing a larger project.
21 So as I'm working on that, I tell Sig, "Okay,
22 I'll advance the money to Eldorado Hills, and when some
23 of this money comes in, Go Global or Carlos Huerta will
24 be repaid." He agreed.
25 The intention was, as the operating agreement

1 read and as the tax returns and the K-1s that you're
2 familiar with say, Mr. Rogich was 50 percent and Go
3 Global was 50 percent, or Mr. Rogich's entity, whatever
4 that was. The intention was if Sig put in a dollar, Go
5 Global and/or Carlos Huerta would put in a dollar.
6 So at the point where Go Global contributes
7 two point something million dollars, 2.2, $2.3 million
8 to pay off the Antonio debt, Mr. Rogich no longer put in
9 his equivalent dollar for Go Global's dollar. Go Global
10 had put in a lot more money.
11 Mr. Rogich was aware of that. Mr. Rogich was
12 aware that Antonio was paid $3 million. So when
13 Mr. Rogich was aware that Antonio was paid $3 million,
14 he knew that he himself didn't even come up with half of
15 that.
16 When he knew he didn't come up with half of
17 that, he was aware that somebody else did, that being Go
18 Global and/or Carlos Huerta. So at the time, Mr. Rogich
19 knew he was short of cash. He was short of money. Go
20 Global had put in a lot more money. Go Global was owed
21 money from Eldorado Hills, LLC, going back of which he
22 was a comanager of.
23 As a comanager of an entity that had borrowed
24 millions of dollars and owned hundreds of acres and
25 thousands of square feet of buildings, Mr. Rogich was

1 well aware of the financial situation of Eldorado Hills,
2 LLC. I had an office in his suite at Howard Hughes
3 Parkway. We would interact regularly except maybe when
4 he was on a trip or I was on a trip, regularly. We
5 would run into each other.
6 Sometimes we would have wine in his office.
7 We would talk about business almost all the time,
8 sometimes about Ohio State football. He liked Ted Ginn.
9 He liked Ohio State football, but for the most part, we
10 talked about business.
11 When we talked about business, he was aware
12 that there was a shortfall. Go Global had advanced it.
13 Eldorado Hills owed it.
14 Q. Are you finished?
15 A. I think so.
16 Q. I didn't hear Nanyah Vegas in what you just
17 said.
18 A. Because you asked me a question about did
19 Mr. Rogich know about the money that was in Eldorado
20 Hills, LLC. I already had answered the Nanyah part when
21 we talked about the other investors. I talked to
22 Mr. Rogich specifically about all the investors.
23 They're not only mentioned in Exhibit 1, they're also
24 mentioned in the documents with TELD and Flangas and
25 Eliades. So it's pretty clear in my opinion that Nanyah

1 was a known entity.
2 Sig Rogich signed these agreements. He signed
3 the back of Exhibit 1 where Nanyah is mentioned. I
4 doubt that Mr. Rogich, a guy that's been in business for
5 50 years, would have signed an agreement that says he's
6 responsible to pay $1.5 million to Nanyah Vegas and
7 never have heard of them.
8 So back to my prior answer to your prior
9 question before my long explanation of the Eldorado
10 Hills finances and how did Mr. Rogich know, because your
11 question kind of was asked with a tone like he didn't
12 know, like Sig is now, "I didn't know, I wasn't aware of
13 what was going on," I think that that was a bit foolish
14 in the way you said it in my opinion.
15 So Sig Rogich was very aware of Eldorado Hills
16 and very aware of its finances, but in the prior
17 conversation, we talked about all of the investors. It
18 was Craig Dunlop, it was Eric Rietz, it was Eddyline
19 Investments, which Mr. Rogich knows who that is.
20 At one point, he had Nick Santoro represent
21 him against Eddyline Investments or one of its
22 principals. He knew about Robert Ray who had been in
23 his office, which is the Ray Family Trust. He knew
24 about Antonio Nevada, LLC, because he knows the
25 principal of Antonio Nevada, LLC, very well, and he also

1 knew about Nanyah Vegas, who I had been working on in
2 2007, the whole year, had flown to Israel to meet with
3 him to try and bring in capital towards our project,
4 which I was successful at. I just didn't bring in the
5 capital at the time that the money was due to Antonio.
6 So we talked about Nanyah Vegas as I was
7 bringing in an investor. When I brought in that
8 investor, being Nanyah Vegas, Sig was aware of Nanyah
9 Vegas.
10 Q. Did you tell him when you brought in Nanyah
11 Vegas?
12 A. Yes.
13 Q. When was that conversation?
14 A. Again, in 2007, I flew to Israel to meet the
15 principal of Nanyah Vegas. Sig was aware that I went to
16 Israel. I mean, I literally went on a plane from
17 Las Vegas and flew to Israel. He was aware of that. He
18 was aware of all of our investors. He was aware of the
19 finances of Eldorado Hills, LLC, as was Melissa Olivas.
20 So he not only knew when the money came in, he knew
21 about the lead up.
22 I mean, for the most part, you've invested
23 yourself, I believe, a lot of money over your days,
24 right? I don't think that you just all of a sudden say,
25 "Hey, Mr. Madoff, here is $24 million." You probably

had some type of a lead up before you invest with somebody. I doubt that you would just say, "Hey, here it is." So I had a lead up with Nanyah Vegas.

Sig was intimately involved again with the management of Eldorado Hills, LLC, a Nevada limited liability company, that was established by Sig Rogich of Go Global. So he was aware of the workings. So not only did he know in December of '07 when Nanyah Vegas' money came in, he knew before. Nanyah Vegas had committed to investing like a month or two before. He just didn't send the money until December.

So when you try to pinpoint it now in 2014 and say, "Did he know right in December when he sent the money," yes, he did, but not only did he know in December, he knew before December.

Q. You keep telling me what Mr. Rogich knew. I want to know your conversation with him about Nanyah Vegas. So I'm asking you specifically, when was the first time you discussed Nanyah Vegas with Mr. Rogich?

MR. McDONALD: To be fair, you did ask previously whether Sig knew about Nanyah. So I believe that's what he was answering.

MR. LIONEL: I understand.

A. And I answered yes to that question about whether Sig knew about Nanyah Vegas.

BY MR. LIONEL:

Q. You did. I understand you gave me an answer, but my question now is when did you first speak to Mr. Rogich about Nanyah Vegas?

A. Exact date I don't know, but it would have been sometime in the spring of 2007, seven years ago.

Q. Tell me about that conversation. Where was that conversation?

A. Okay. Just like you refer to this Exhibit 1 repeatedly, I'm going to refer to this story again. I had an office in Mr. Rogich's suite at the time. I would speak to Mr. Rogich regularly. So I would have spoken to him on any day of the week, probably not a weekend, any day, Monday, Tuesday, Wednesday, Thursday, Friday, any time between '06 and '09 when I maintained an office there. We would speak on the phone sometimes, but the majority of the time I would speak to Sig Rogich at the Howard Hughes office.

Q. I'm asking you --

A. Where. You asked me where.

Q. What did you say and what -- now, this is in the spring of 2007. What did you say to him, and what did he say to you?

A. Verbatim I can't tell you.

Q. I don't want verbatim.

A. Okay. So, again, I tried to give you the most complete answer that I could. I think I did a really good job of that earlier. So Mr. Rogich and I owed money. We owed money to the bank. We owed money to Antonio.

Q. I'm not interested in that. I'm interested in your conversation with him.

MR. McDONALD: Just that specific conversation. If you don't recall that specific conversation, that's fine. Just give him the gist of what you remember.

A. The conversation would have said I'm raising more money, as Mr. Rogich was trying to raise more money. When I raise more money, Eldorado Hills will have more capital. Nanyah Vegas was just one investor that I was dealing with that Mr. Rogich was aware of, and I said, "This is an investor that is interested in investing in our project. So when he becomes an investor, we'll have more capital." He knew that I was working on it actively.

Q. What did he say when you said that, as best you recall?

A. "God speed. Go for it. Please bring in more capital." That was part of our job. He would be happy to have investors come in and invest with us.

Q. Did you mention the name Nanyah Vegas at the time?

A. Oh, well the principal of Nanyah Vegas is Yoav Harlap. I don't remember when Nanyah Vegas was formed, if it was formed already. Nanyah Vegas itself was an entity controlled by Harlap. I probably referred to Nanyah Vegas as its principal Harlap, many times how we'll refer to Go Global as Huerta.

Q. Is that the gist of that conversation that you that had with him?

A. No, no, no, I wouldn't have -- oh, I wouldn't have had the conversation on the details between Nanyah Vegas and Yoav Harlap. I would have just called him Harlap if we're talking specifically about the name Nanyah Vegas.

Nanyah Vegas probably didn't come into fruition up until the point where Nanyah Vegas actually sent the money and they formed an LLC in Nevada. It's just a name. It's not Ford Motor Company. It's just a small LLC.

Q. What you did, the only name you gave them was Harlap, Yoav Harlap?

A. Probably, yes.

MR. LIONEL: That's Y-o-a-v H-a-r-l-a-p.

BY MR. LIONEL:

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

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

Q. Did you have any discussion with him in October of 2008 other than the one you just talked about with respect to Nanyah Vegas?
A. I don't remember. Chances are very high that we did, but I don't remember specifically any other than the two that we've mentioned here or discussed here today.
Q. Did you have any discussions that month with Melissa Olivas, O-l-i-v-a-s?
A. I don't remember.
MR. McDONALD: Other than the one on Halloween, correct?
MR. LIONEL: She was there he testified.
A. Yes, she was there.
BY MR. LIONEL:
Q. Did you have any discussions in October of 2008 with Ken Woloson --
A. Yes.
Q. -- about Nanyah Vegas?
A. Yes.
Q. More than one?
A. Yes.
Q. How many?
A. I can't say if it was five, six, seven, eight or nine along with those drafts that we worked on, but

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

1 Ms. Sanchez.
2 We discussed this agreement several times,
3 reviewed different drafts, discussed it. Nanyah Vegas
4 was an integral part of this agreement. I wanted to
5 make sure that all the investors showed up on the
6 agreement.
7 Even though at that time Mr. Rogich and I had
8 put a company together and we had made $30 million
9 together, I trusted Mr. Rogich that he would honor what
10 he told me, but I put it in the agreement just in case
11 something happened to Mr. Rogich and his trust or
12 anybody else would be responsible to pay these guys.
13 And so we put them in the agreement, and Mr. Woloson and
14 I discussed all the different members.
15 At this point time, we didn't include Dunlap
16 and Rietz because I believe Rogich had already paid
17 them, and they accepted par value for what they had
18 invested, and they were out. So we didn't include them
19 in this agreement, but we discussed all the other
20 members, including Nanyah Vegas, who we now know is Yoav
21 Harlap.
22 Q. After you got the money from Mr. Harlap in
23 December of 2007, did you tell Mr. Rogich that you got
24 that money?
25 A. I did.

1 Q. When?
2 A. When we received it. When we received it or
3 the next day.
4 MR. McDONALD: Sorry. Just to clarify, you're
5 referring to the Nanyah Vegas investment, right?
6 MR. LIONEL: I'm talking about the money.
7 MR. McDONALD: The money that Nanyah Vegas
8 invested or just in general?
9 MR. LIONEL: I'm talking about the money.
10 MR. McDONALD: I'll object to the form then.
11 MR. LIONEL: I wasn't aware he had invested
12 any money. We'll get to that.
13 MR. McDONALD: I'll object to the form.
14 BY MR. LIONEL:
15 Q. You had a conversation probably the next day,
16 you say?
17 A. It would have been the day of or the next day.
18 Q. This conversation was where?
19 A. It probably would have been telephonically.
20 Q. What did you tell him?
21 A. That the money had arrived.
22 Q. You told him -- did you tell him how much it
23 was?
24 A. Of course.
25 Q. Tell me the conversation, please, the best you

1 remember it.
2 A. The money arrived in the Eldorado Hills -- the
3 money arrived. It's now in the Eldorado Hills account.
4 There's $1.5 million that we've been expecting for
5 months now, and Mr. Rogich discussed the fact that Go
6 Global had put in almost $4 million of money or a little
7 more than $4 million into Eldorado, Hills, LLC, from the
8 inception of Eldorado Hills, LLC, and at that point,
9 Eldorado Hills, LLC, was going to try to pay Go Global
10 back some of its money.
11 So we discussed that transaction, Yoav Harlap,
12 Nanyah Vegas investing into Eldorado Hills, Eldorado
13 Hills owing Go Global money back. He agreed. Go Global
14 got paid some of its money back. So Go Global ended up
15 with two point something million dollars in Eldorado
16 Hills, LLC.
17 Q. The money from Mr. Harlap was wired. Is that
18 correct?
19 A. I believe so, yes.
20 Q. Wired to where?
21 A. It first went into Canamex Nevada, LLC, I
22 believe.
23 Q. What did you tell Mr. Rogich as to where that
24 money was?
25 A. I told Mr. Rogich that the $1.5 million from

1 Canamex Nevada, LLC, had now been transferred into
2 Eldorado Hills, LLC's checking account.
3 Q. That was the day after you got it, you say?
4 A. It would have been the day of or the day
5 after, and it could have been telephonically. It could
6 have been at the office that I had an office at with
7 Mr. Rogich. I don't remember.
8 Q. You told him the money was -- had come into
9 Canamex?
10 A. Canamex, uh-huh.
11 Q. You told him that?
12 A. Yes.
13 Q. And that the money had been transferred to
14 Eldorado?
15 A. Correct, which it was.
16 Q. And you had done that?
17 A. Right.
18 Q. As soon as it came in?
19 A. I believe so, yes.
20 Q. The same day?
21 A. Or the day after.
22 Q. And you told him that, and what did he say?
23 A. "Good job. Great. Let's keep going."
24 Q. And you told him the money was for what?
25 A. It was a capital contribution to Eldorado

1 Hills, LLC.
2 Q. From whom?
3 A. At that point, it became Nanyah Vegas. It
4 wasn't just Yoav Harlap.
5 Q. Was it formed at that time?
6 A. Nanyah Vegas?
7 Q. Yes.
8 A. I believe so, yes.
9 Q. And you told him it was from Nanyah Vegas?
10 A. I believe so.
11 Q. For a capital contribution to --
12 A. Eldorado Hills.
13 Q. -- Eldorado Hills?
14 A. Correct.
15 Q. And he said "good" or something to that
16 effect?
17 A. Yeah. I just brought in a million and a half
18 dollars. It's a pretty good day.
19 Q. What else did you tell him?
20 A. I think that was all I told him, Mr. Lionel.
21 Q. Did you have any conversation -- further
22 conversation with him about that million and a half?
23 A. I believe it was mentioned in my previous
24 response. The million and a half just didn't come in as
25 a surprise. It didn't just arrive into our bank account

1 like poof. You know what I mean? It was planned. We
2 were expecting it.
3 So we had conversations about all the
4 investors, including Nanyah Vegas. So we were expecting
5 the million and a half to arrive. When wires are sent,
6 sometimes they don't get there the same day that the guy
7 says he sent it from overseas or the person or the lady
8 or the company. They might arrive the next day, but we
9 had been expecting his one and a half million dollars
10 for at least a month.
11 Q. So you called Mr. Rogich the next day or
12 whatever it was that a million and a half had come in?
13 A. Correct.
14 Q. Did you tell him that it came into the Canamex
15 Nevada account?
16 A. Yes.
17 Q. And that that was to be an investment in
18 Eldorado. Is that right?
19 A. Yes.
20 Q. Did you tell him anything else --
21 A. Not that I --
22 Q. -- besides what you just said?
23 A. Not that I recall.
24 Q. Did you have any further conversation with him
25 about the million and a half?

1 A. Not that I recall.
2 Q. And that was to be an investment. Is that
3 correct? And that was to be an investment in Eldorado?
4 A. Correct.
5 MR. LIONEL: Why don't we take a break.
6 (Recess taken.)
7 MR. LIONEL: Back on the record.
8 BY MR. LIONEL:
9 Q. Is it a fair statement that Nanyah Vegas was
10 never given a membership interest in Eldorado?
11 MR. McDONALD: Object to the form.
12 A. That is a technical question. I don't think I
13 have the knowledge to answer it. In my opinion, I think
14 that they should have been, but since the buyout
15 occurred basically within the year that they invested,
16 that was going to be undone by this buyout when Nanyah
17 Vegas was supposed to get paid back.
18 BY MR. LIONEL:
19 Q. No, do you know whether Nanyah Vegas had a
20 membership certificate?
21 A. No.
22 Q. You were manager at the time the money came in
23 to you?
24 A. Correct.
25 Q. And you don't know whether he got a membership

1 certificate?
2 A. No, I answered no, they didn't get a
3 membership certificate like a piece of paper. I agreed
4 with you that they didn't receive a certificate.
5 Q. Was there a reason it didn't?
6 A. Yeah, I think so.
7 Q. What's the reason?
8 A. At the time and throughout these years, we
9 managed these companies like very closely held
10 companies, family companies, trust, handshake type
11 situations sometimes. At one point, Mr. Rogich made
12 over $11 million on one transaction.
13 Q. On Eldorado?
14 A. No, in another transaction that I was a member
15 in, and he didn't invest a penny, literally zero. I
16 invested like $7 million, and I made the same amount as
17 Mr. Rogich. So sometimes we would agree to, "Hey, let's
18 go raise money. You raise what you can raise. I'll
19 raise what I can raise. We'll put it in the same
20 proverbial shoebox. We'll do the deal. Hopefully,
21 knock on wood, we all make money." So sometimes we
22 didn't give a piece of paper.
23 On that prior deal, Mr. Rogich didn't put any
24 money in. So he didn't get a piece of paper that he put
25 any money in, but he still was a partner and made money.

1 So in the case of Nanyah Vegas, the intention
2 was that they were going to become a member. Of course
3 they invested $1.5 million. They ended up investing
4 very late in 2007. Technically speaking, should he have
5 received the membership to end the 2007 tax year? He
6 should have.
7 But he invested the $1.5 million; then that
8 whole ANB Financial/FDIC situation surfaced; the fact
9 that Mr. Rogich had started to run out of money because
10 he said he gave all his money to his ex-wife, like $8
11 million, and so we were scrambling a little bit to come
12 up with new financing, new loan, new investors. We had
13 just paid off a lot of money to Antonio Nevada in '07,
14 and so we didn't give him the certificate. The
15 intentions were that we would and we should have.
16 When Mr. Rogich came in with the Deus Ex
17 Machina, the cure all, let's fix it all, let's bring in
18 a new investor and we're just going pay everybody, I
19 said, "Okay, just pay everybody."
20 So we shook hands, we signed a piece of paper,
21 and he was going to buy everybody out, but he should
22 have received a certificate.
23 Q. Well, with respect to 2007 and the tax return,
24 why didn't you show him as a member?
25 MR. McDONALD: Object to the form.

1 A. The tax return for Eldorado Hills wasn't
2 completed until late '08. So we're talking about '07.
3 Many times when you're running these companies, you file
4 an extension before April 15, and then you file the
5 return. That would have occurred -- the tax return
6 probably wasn't completed until September of '08.
7 At that point, we were already talking buy
8 out, Eliades and his group coming in -- that's
9 E-l-i-a-d-e-s -- and I probably just wouldn't have kept
10 on top of the fact that Nanyah Vegas' money came in in
11 December instead of January, and I just forgot. So he
12 was going to buy -- he, being Mr. Rogich, was going to
13 buy out the investors. He bought out two of them, as
14 mentioned, and we didn't put him in.
15 But in the end, if you invest a million -- at
16 the end of the day, if you go in and you invest a
17 million and a half with me and you get back a million
18 and a half a year later, there really isn't even a tax
19 consequence. So you just get your money back. So we
20 didn't give him the certificate. Just forgot on when he
21 invested, whether it was December or January, there was
22 a lot of other things going on at the time.
23 Q. Mr. Dunlap was not an investor in Eldorado.
24 A. You're helping me make my point. I agree with
25 you. So was Mr. Rietz, yeah.

1 Q. They were investors in Go Global. They gave
2 the money to Go Global.
3 A. Who put the money into Eldorado Hills, LLC.
4 Q. Under their name, under Go Global.
5 A. Under Go Global, right, but Mr. Rogich wrote
6 checks back individually to Dunlap and Rietz, and he
7 didn't send it back to Go Global because that's the way
8 we manage our companies.
9 You know, I'm sure you might have situations
10 like that with your family members that maybe, "Hey,
11 invest some money with me. I'll get you some money
12 back." I do with my son, you know.
13 Q. Is there anything, any document that shows
14 that Nanyah Vegas was an investor in Eldorado?
15 MR. McDONALD: Object to the form.
16 A. Other than the bank statement for Eldorado
17 that we clearly received a million and a half dollars,
18 the purchase agreement that we referred to today,
19 Exhibit 1, shows that they invested a million and a half
20 dollars. Mr. Rogich signed that.
21 And then the other documents that we haven't
22 reviewed that were the TELD/Eliades agreements where
23 Nanyah Vegas is mentioned as an investor, or I forget
24 what they're called, qualified something or other -- I
25 think it's Exhibit D of that document that we signed

1 with the Eliades group -- they're mentioned in there.
2 So they were investors. The money went into Eldorado
3 Hills, LLC. $1,500,000 went into Eldorado Hills, LLC.
4 The intention was that they would be a member in
5 Eldorado Hills, LLC.
6 BY MR. LIONEL:
7 Q. You testified that the million and a half had
8 come in by wire directly to the bank and that it would
9 show that it came from Nanyah Vegas. Is that correct?
10 A. The wire came into Canamex Nevada, LLC.
11 Q. When did you learn that?
12 A. I did in December of 2007.
13 Q. You testified this month that the wire came
14 into the bank on behalf of Nanyah Vegas.
15 A. Correct.
16 Q. That testimony was not correct, was it?
17 A. In terms of did the $1.5 million go into
18 Canamex, or did it go into Eldorado, is that what you're
19 trying --
20 Q. The wire.
21 A. Yes, okay. Right, I may have not remembered
22 if it went directly into Eldorado Hills or Canamex
23 Nevada.
24 Q. So the million and a half came into Camanex
25 (sic).

A. Canamex, like Canada and Mexico.
Q. Canamex. I'm sorry. I'm aware of what it stands for.
And you formed Canamex. It was your company, right?
A. Right.
Q. And I believe you said you probably owned half, 50 percent of the interest in there. Is that correct?
A. That was the intention and then --
Q. Don't you know what you owned, what you had?
A. As we've discussed before, Canamex basically never took off. So it didn't become a real substantial entity. The intention of Canamex Nevada was to merge with the Giroux property. That never occurred. We had meetings about that with Ken Woloson and Melissa Olivas.
So the company never took off because of the difficulty with ANB Financial and the FDIC. So I didn't really remember who owned what in Canamex because in the end, it really didn't matter because Canamex Nevada never really got off of its feet. So we basically just kept everything in Eldorado Hills, LLC.
Q. You testified that the million and a half came in by wire to the bank in the name of Nanyah Vegas.
A. It came from Yoav Harlap and/or Nanyah Vegas.

I'm not sure the sender, what the name of the account was on it. So...
Q. Let's assume that there is nothing in that account which shows that the million and a half came from Nanyah Vegas. Is there anything else -- what are you looking at now? You shouldn't be looking at any exhibits unless I'm giving it to you. Do you understand that?
A. I'm looking at a piece of paper. Do you want to see it?
Q. Sure.
A. Here you go. That's my piece of paper.
(Document handed to Mr. Lionel.)
Q. Okay. But I don't think you should be looking at it now.
A. What was your question?
Q. The document you're looking at now, has it got a number on there?
A. No, this is mine.
Q. Nothing in the right hand --
A. No, just a date.
Q. Did you look at these before you came today?
A. I printed this out just so I could have it today because I figured you were going to ask me dates. He's produced this to your associate.

Q. Is there any document which shows that the million and a half came in from Nanyah Vegas as an investment?
MR. McDONALD: Object to the form.
A. Okay. So you asked me this question more or less in my opinion already. So I'm going to go back and I guess I'm going to answer the same thing again.
We have a bank statement from Canamex Nevada that shows a million and a half came in. That million and a half came in from Nanyah Vegas and/or Yoav Harlap. What it says in the actual wire detail I'm not sure, but it will say something. I don't have that statement. I thought I did, but I believe your associate has it. So it should say that.
Then Canamex Nevada transferred the money into -- all of it, all of the money into Eldorado Hills, LLC. So we have a bank statement that shows a million and a half didn't magically appear into Eldorado Hills' bank account. Really, a million and a half dollars in addition to the 2.6 million or something that Go Global invested into Eldorado Hills over the years actually went into Eldorado Hills, LLC. That's document Number 1. Document Number --
BY MR. LIONEL:
Q. No, no, no. Is there anything on that

document that says Nanyah Vegas?
A. I'm going to answer the question, and you can ask me questions. My answer is, we have a million and a half dollars that came into Eldorado Hills, LLC. I don't know what the line item says as to who the sender was. I don't remember. I don't have the documents in front of me. If you put the document in front of me, maybe I can answer it more clearly.
Then second to that bank statement we have the agreement. We have Exhibit 1. It says Nanyah Vegas, LLC. They should have been a member in Eldorado Hills, LLC.
Q. The agreement doesn't say that, does it?
A. No, but the agreement does say, this Exhibit 1, that Nanyah Vegas did invest a million and a half dollars.
Q. What says that?
A. This is SR002019.
Q. What does it say?
A. It has a list of four different entities.
Q. Four potential claimants?
A. Okay. And it says Exhibit A at the top.
Q. Uh-huh.
A. And then to the right of Nanyah Vegas, LLC, where it says through Canamex Nevada, LLC, it says

1 $1,500,000. That's the same exact amount that was
2 deposited in December of 2007 into the Eldorado Hills,
3 LLC, bank account.
4 So we called them potential claimants here.
5 They should have really been a member, but then we also
6 mentioned them again in the agreements with Eliades that
7 were signed in October of 2008. So there are documents
8 that state that he had money owed to him, or he was a
9 member. He should have had an investment right or
10 investment interest. What we call it now I don't know,
11 but certainly a million and a half was sent from
12 Mr. Harlap on behalf of his entity, Nanyah Vegas, LLC,
13 and Eldorado Hills, LLC, received that $1,500,000.
14 So there's three documents I've mentioned to
15 you now. What they say specifically, I don't have one
16 of them, so I can't specifically answer your question.
17 Q. Are you sure that that interest for the
18 million and a half was not in the name of Canamex?
19 MR. McDONALD: Object to the form.
20 A. Yes, because we would have put Canamex Nevada
21 as the potential claimant on these agreements. So
22 because Canamex Nevada never really took off as I
23 described, we never merged with the Giroux property, and
24 we didn't go into the larger entity, we left everything
25 in Eldorado Hills, LLC, so Nanyah Vegas' interests just

1 stayed in the 160 acres instead of being part of the 300
2 acres that it would have become if we merged with the
3 Giroux land or the Giroux property.
4 MR. LIONEL: Would you read the question back,
5 please.
6 BY MR. LIONEL:
7 Q. Would you listen to the question, please.
8 A. Sure.
9 (Whereupon, the requested portion of the
10 record was read by the reporter.)
11 A. The answer was yes, I believe.
12 BY MR. LIONEL:
13 Q. And it was not in the name of Canamex?
14 A. Correct.
15 Q. Are you sure of that?
16 A. I'm pretty sure. Let's say I'm 99.9 percent
17 sure.
18 Q. All right. And I take it from your answer
19 that it was never transferred -- that if it was in the
20 name of Canamex, it was never transferred to Nanyah
21 Vegas?
22 A. Can you repeat that or reword that a little
23 bit, please?
24 Q. I'll withdraw it.
25 A. Deal.

1 Q. Did you ever notify Mr. Harlap that he had an
2 interest in Eldorado?
3 A. Yes.
4 Q. When did you tell him that?
5 A. Several times.
6 Q. Does he know about this lawsuit?
7 A. He does.
8 Q. Has he seen a copy of the complaint or the
9 amended complaint?
10 A. I believe so.
11 Q. When is the last time you talked with him?
12 A. I think January of 2014, of this year.
13 Q. Was he in Israel at the time?
14 A. Correct.
15 Q. When did you become aware that Mr. Rogich had
16 transferred his Eldorado interest to TELD?
17 A. This kind of goes in line with some of our
18 prior conversations. When Mr. Rogich indicated that he
19 had quote-unquote transferred his interest for free, he
20 wouldn't have said TELD. So, in other words, he would
21 have probably said Eliades or Pete, just like I'll refer
22 to Nanyah as Yoav. Okay? So I don't believe he ever
23 said TELD.
24 When he had -- when we had the conversation,
25 Sig and I, I believe it was in the fall, I want to say

1 October of 2012. Other than that conversation, I didn't
2 know anything prior to. He never said anything to me.
3 Q. What did he say to you at that time?
4 A. That he had transferred his interests, or I
5 don't know if he used those words exactly, but basically
6 he walked away from his investment in Eldorado Hills,
7 LLC.
8 Q. Was this on the telephone?
9 A. Telephone.
10 Q. He called you?
11 A. At the time, we had been talking regularly.
12 So I don't know if he called me or I called him. I was
13 in my Post Road office, though.
14 Q. At the time you talked with him?
15 A. In that fall of 2012, correct.
16 Q. And when he said he transferred his interests,
17 did he say to who he transferred it, to Pete or anything
18 like that?
19 A. He probably would have said Pete.
20 Q. And what did you say?
21 A. That was almost an afterthought of our
22 conversation. We were talking about something else and
23 dealing with something else predominantly. He kind of
24 mentioned that at the end. I said something to the
25 effect of, "That doesn't sound right; what did you get

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

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

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

Q. Why?

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

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

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

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

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

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

Q. Well, these are your arguments.

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

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

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

Q. Did you speak to Mr. Spilotro?

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

Q. You don't know?

A. Mr. McDonald spoke to Mr. Spilotro.

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

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

Q. But you have no recollection that you did?

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

Q. Who covered each other back and forth?

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

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

Q. When did Mr. McDonald send the letter?

A. After the fall of 2012.

Q. After the fall?

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

Q. And you've seen that correspondence?

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

Q. Do you know Peter Eliades?
A. I've met him a few times.
Q. Did you ever talk with him about Eldorado?
A. No. I mean, only the time that we sat in the conference room at --
Q. At Halloween?
A. No, no, no. We actually sat in the conference room, I think -- is it Steel, Hector & Davis, or what's the other large law firm that he used over at Howard Hughes prior to Halloween and Mr. --
Q. This would be in October of '08?
A. Yes. So it was probably a week before, and we sat there for like four hours. I spoke to Mr. Eliades about it.
Q. Talking to Mr. Eliades?
A. Yes, not only Mr. Eliades but Mr. Flangas was in there, and Mr. Eliades' son was in there, Mr. Eliades' daughter who I think he owned the club with was in there, and the lawyers were in there, along with Sig and maybe Melissa Olivas, and so we talked about Eldorado quite a bit.
Q. Why did you wait until July 2013 to sue?
A. So I get a phone call, or Sig and I are talking in the fall of 2012, and he tells me that he gave away his interests. I almost don't even believe

him. Okay? I'm not going to explain that part again, but I almost don't believe him. So I said huh.
Q. I didn't ask you about that.
A. So -- okay. So the question that you asked me was why did I wait until July of 2013.
Q. Yes.
A. Okay. So I can't answer that with a yes or a no. So I have to tell you why I waited. So if you want to listen to my explanation --
Q. I asked the question.
A. But you're actually now interrupting me. So I'm going to tell you why I waited. Okay? So I told you that in October of 2012 Mr. Rogich and I speak. I almost don't believe him. He tells me this fact or fabrication, whatever, imagination. I don't know what it is. I haven't seen a document at the time that he gave away his interests. So I call Mr. McDonald. Mr. McDonald sends a letter. It takes awhile for them to respond. It takes awhile for Mr. Rogich and/or Mr. Spilotro to respond.
There is some communication back and forth. I eventually go over to Mr. MacDonald's office maybe in the spring of 2013. It wasn't an emergency. The building isn't on fire. So we finally talk. "Hey, what are we going to do about this? Are these guys" -- I

asked Mr. McDonald, "Is there any chance that we compromise, or any chance that he's going to pay us, any chance that he's going to retract what he said?"
"It doesn't seem like it," Mr. McDonald answers, and says, "Mr. Spilotro is basically holding firm on the same story that you've told me, Carlos," and I said, "Hum. So what are we going to do? Do we have to sue him?" And Mr. McDonald said, "Yeah, we probably have to sue him."
By the time that he got to it, it was July 2013.
Q. Is there any provision in the agreement about transferring interests, doing what Mr. Rogich did?
MR. McDONALD: Object to the form, calls for a legal conclusion.
A. You have to ask a lawyer that question. I don't understand if there is a provision fully. My understanding of the agreement is that if Mr. Rogich receives money for his interest, he's supposed to pay me from the moneys that he received.
I believe that Mr. Rogich probably did receive something, but that's now become conveniently nebulous or gray or unknown or private or under the table. So is there -- if he received something, he's supposed to pay. Is there something in here that says Mr. Rogich isn't

supposed to come up with this great idea to screw his partners out of money? No, it doesn't say that.
BY MR. LIONEL:
Q. Well, I'd like a straight answer, yes or no. Is there any provision in the agreement against transferring his interests?
MR. McDONALD: Objection.
A. My straight answer is my understanding of the agreement is that I and the other investors are supposed to get paid by Mr. Rogich when Mr. Rogich receives something. So in my understanding, the whole agreement is a provision that says he's not supposed to give away his interests for free in a multimillion-dollar property. The whole Exhibit 1 is a provision. That's my answer.
BY MR. LIONEL:
Q. That's all you know. I mean, you've read that. You understand the agreement. Is there such a provision?
A. My answer is this entire Exhibit 1 should serve as a provision that Mr. Rogich isn't to magically make equity disappear in a multimillion-dollar asset. Again, let me be clear. This entire Exhibit 1 serves as a provision.
Q. Can you point it out? The entire agreement?

A. The entire agreement. $1.5 million in Nanyah Vegas, 3.36 million to Antonio Nevada, my $2.7 million is invested. The entire agreement is a provision in my opinion.

Q. Besides what you're saying now, can you point to any specific provision that says he couldn't transfer?

A. Do you want to read the whole agreement?

Q. No.

A. Okay. Well, then, I haven't read it in a year I said. So I can't point to it right now. It's like 13 pages. No, I can't point to it. I think you guys are probably better off reading it in your own offices later, but if you want to read it, we can read it. I'm happy to.

Q. At the time of the negotiation of the agreement, was there any discussion about having a provision in there about transfer of interests?

A. Yes.

Q. When was that discussion?

A. With Mr. Rogich and Mr. Woloson, that they, they, Mr. Rogich, would retain an interest in Eldorado Hills, LLC, and before any of those interests were sold or conveyed, that they needed to pay us these amounts of money in order to convey those interests away.

Q. And where was this discussion?

A. Mr. Woloson and I would speak on the phone frequently when we were drafting this agreement. I mentioned earlier I was in Lake Tahoe for a good portion of that time, and Mr. Rogich and I met in his office frequently.

Q. Why wasn't such a provision put in the agreement?

A. For a man of Mr. Rogich's experience and business reputation, it was really not conceivable to us at the time that he would actually just give away his interests for free, and we still don't believe he gave it away for free.

So you have been in law long enough. I think you've made your own investments. You can't think about seven years in advance and what some guy might get an idea about, a harebrained idea that can lead to all kinds of different consequences later on that you don't think of in 2006 or 2007 or 2008.

You do the best that you can. You put together an agreement that you think is fair. You put together an agreement that you think is logical. An attorney participated in it. If that attorney, being Mr. Woloson, had the intention to pull a fast one on the investors, I didn't think that he would do that.

Q. And that's why it wasn't put in?

MR. McDONALD: Object to the form.

A. You can include my whole answer. I don't want to repeat my whole answer, but my whole answer, yes, I think that's why it wasn't put in, because we could not conceive that Mr. Rogich would actually walk away from this investment for nothing, just couldn't think about that. We didn't think about that.

BY MR. LIONEL:

Q. Would you have liked to have had such a provision in the agreement?

MR. McDONALD: Object to the form.

A. I would rather have the $4.5 million that my investors and I put in the deal, but otherwise, yes, I would like to have an additional line, and I'd actually like to have it in 15 times preferably because now you and I know that redundancy is better than not having it at all.

So I would not only like to have it once, I would like to have it multiple times, but I'd rather have the $4.5 million and all the legal fees that it takes to get there.

BY MR. LIONEL:

Q. Do you believe Mr. Rogich would have agreed to such a provision?

A. Yes. Mr. Rogich promised that he would pay us all back. So why wouldn't he have agreed to that?

Q. Are there any circumstances that would justify his having the right to transfer that without getting any consideration?

MR. McDONALD: Object to the form. It calls for a legal conclusion.

THE WITNESS: Can you read that question back, please?

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

A. In my opinion, no, absolutely not.

BY MR. LIONEL:

Q. Suppose the value of the property would be stagnant and it was expensive to maintain the property?

A. Absolutely not is the answer. Mr. Rogich, just like you would have had the common courtesy to tell me you weren't going to show up to dinner, would have at least called and said, "Hey, Carlos, Nanyah Vegas and Robert Ray and yourself are owed a bunch of money. I'm thinking about just walking away. I'm thinking about just not going to dinner because my wife has me doing stuff at the house. Are you cool with that? How about you just take it? If you want to go to dinner without me, go to dinner or not. If you want to take my

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

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

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

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

correct?
A. Yes.
Q. And you had instructed Mr. Harlap to send the money -- wire the money to that account. Is that correct?
A. Yes.
Q. And when you had testified earlier this month that the million and a half was sent by Mr. Harlap by wire to Nevada State Bank to the account of Eldorado, you were mistaken. Is that correct?
MR. McDONALD: Object to the form.
A. I just -- at the time, I don't think that I remembered if it went into Canamex Nevada or to Eldorado Hills, LLC. So I was not sure at the time whether it went into one or the other.
You had asked me about that via or through Canamex Nevada, LLC, parentheses, in that agreement, and that kind of jarred my memory about Canamex Nevada. So I just wasn't sure at the time, but $1.5 million did go into Canamex Nevada, and then the $1.5 million was deposited into Eldorado Hills, LLC.
BY MR. LIONEL:
Q. We talked about the check process, Check Number 92 dated 12/10 for a million and a half dollars, and if you look at the next page, which is Plaintiffs

00120, it has what appears to be the check. Is that correct?
A. What are you saying about 00120?
MR. McDONALD: There (Indicating).
A. Oh, that's the Bates number. I was looking up at the top.
BY MR. LIONEL:
Q. Sorry.
A. I kept looking for that number and couldn't find it. I lost track of what you were saying.
Q. Sorry.
A. No, it's my fault.
Q. But that's a copy of the million and a half check that you drew out of the Canamex Nevada bank account --
A. Exactly.
Q. -- to Eldorado. Is that correct?
A. Yes, sir.
Q. So the money was not wired to that account. It was put in that account by your check?
A. Correct.
MR. LIONEL: The next exhibit is D?
THE REPORTER: E.
(Exhibit E was marked.)
BY MR. LIONEL:

Q. I'm giving you a copy of Exhibit E.
A. This is Exhibit E?
Q. Yes, that is a statement of the account at Nevada State Bank, and it covers a period of the month of December 2007, correct?
A. The Eldorado Hills account?
Q. Yes.
A. It's the Eldorado Hills Nevada State Bank statement for December 2007.
Q. And it was sent to Eldorado Hills at your 3060 East Post Road, Suite 110?
A. Yes.
Q. And you received it?
A. Yes.
Q. And it shows under deposits/credits December '07, there was a million and a half in the account, correct?
A. Yes, under deposits and credits in the middle of the page. Are you looking there?
Q. Yes.
A. Correct.
Q. And just below it, charges and debits, it shows on 12/10 $1,450,000, indicating an internet transfer to DDA, and there are numbers and letters after that. Is that correct?

A. Yes, on December 10, correct.
Q. And it shows the last series of entries on the page that on 12/04 the balance in the account was $1,870.51, and on 12/07, it was $1,501,870.51. Is that correct?
A. That's right.
Q. And the next page of the exhibit it shows in the upper left-hand corner what they use as a net deposit credit. It shows a million and a half dollars. Is that correct?
A. Yes.
MR. LIONEL: Now we come to Exhibit F, one for you, Ms. Reporter, and one for you.
(Exhibit F was marked.)
BY MR. LIONEL:
Q. This is a bank statement of Nevada State Bank for the month of December of 2007. The bank statement of Eldorado Hills, LLC, was sent to the -- to it, Eldorado Hills, LLC, at 3060 East Post Road, Suite 110. Did you receive it?
A. Yes, sir.
Q. And halfway down the page it says money market account-business 612029199. It shows previous balance 2,373.22; deposits/credits, $1,450,779.35, and it shows checks processed, 1,420,000. Is that correct?

A. Yes, correct.
Q. And then below that it shows deposits/credits, 12/10, $1,450,000, internet transfer from DDA, and on 12/31, $779.35 as an interest payment on apparently the million four fifty, I guess.
A. Correct.
Q. And that million four fifty came from the million and a half that had been deposited by your check from Canamex Nevada, correct?
A. Correct.
Q. And below it says check processed on 12/14, $1,420,000.
MR. LIONEL: Off the record.
(Whereupon, there was a discussion off the record.)
BY MR. LIONEL:
Q. That $1,420,000 check processed, that was a check that you drew on the money market account of Eldorado payable to Go Global. Is that correct?
A. I believe so, yes.
The most incredible thing here is that we used to earn 4.53 percent interest at the bank in 2007.
Q. I noticed that.
A. That doesn't happen anymore.
MR. LIONEL: Counsel, don't we have a copy of

the check?
MR. McDONALD: Of the check itself?
MR. LIONEL: Yes.
MR. McDONALD: I don't know. Do you still have a copy of the check itself?
MR. LIONEL: The documents you gave me today just indicate on the account -- I'm sorry.
THE WITNESS: I don't recall having a copy of that check. I don't even know if we had official checks for the money market account, but it could have been maybe a counter check or a cashier's check, but I don't remember. I haven't seen it lately.
MR. LIONEL: Would you mark this as the next exhibit. Is it G?
THE REPORTER: Yes.
(Exhibit G was marked.)
THE WITNESS: Excuse me one minute.
BY MR. LIONEL:
Q. Your lawyer delivered this morning at the beginning of the deposition two pages which contain a bank statement of Go Global, Inc., for December 2007 which shows on 12/14 a deposit of $1,420,000. Do you have a copy of that?
A. No.
MR. McDONALD: I didn't make copies of it.

A. Not with me, I mean.
BY MR. LIONEL:
Q. Okay. Exhibit G is a two-page document. The second page shows or purports to be a copy of a withdrawal of $1,420,000 on 12/14/07 and bearing the notation "per e-mail request from Carlos Huerta, transfer from" an account number, I assume, "612024471." Would you look at that?
A. Sure. Okay.
Q. Is that correct the way I described it?
A. Yes.
MR. LIONEL: After lunch, we can do this. Why don't we take a break now for lunch.
MR. McDONALD: Okay.
(Recess taken.)
BY MR. LIONEL:
Q. Mr. Huerta, do you have a general ledger for the period that you were at Eldorado?
A. Yes, and it should be produced to you, and if it hasn't, it should be soon.
Q. It has not.
MR. McDONALD: Which one, the general ledger?
MR. LIONEL: Yes.
A. But yes.
BY MR. LIONEL:

Q. For what period is that general ledger?
A. Um, it should be from '06, and probably the middle of '06 when it started, and at one point maybe to the end of 2008 or near the end of 2008, I believe.
Q. And it would include entries in the QuickBooks with respect to Mr. Harlap's million and a half, correct?
A. I didn't maintain that general ledger personally, so I can't answer you that question as if I did it on my own, but I'm presuming that it would contain that transaction.
Q. When is the last time you saw that general ledger?
A. Not that long ago. I gave it to Mr. McDonald's office, but I didn't sit there and examine it. I just gave it to his office. You know what I mean? I didn't look at it in terms of the details.
MR. McDONALD: I think I just recently got it. So I was reviewing it. I'll probably -- I can get it to you by the end of this week.
MR. LIONEL: Okay.
THE WITNESS: Ms. Olivas has it as well.
BY MR. LIONEL:
Q. In October of 2008, did Mr. Woloson ask for

your assistance for information with respect to Eldorado investors?

A. When you say ask for my insistence --

Q. Yes.

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

Q. Did he ask you about it?

A. Yes.

Q. And did you give him information?

A. Yes.

Q. What was the form of the information?

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

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

A. Between Mr. Woloson and I?

Q. Yes.

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

Q. What?

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

MR. LIONEL: Would you mark this.

(Exhibit H was marked.)

BY MR. LIONEL:

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

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

A. And to Sig Rogich.

Q. And cc'd to Sig Rogich.

A. So the answer is yes.

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

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

MR. LIONEL: This will be I.

(Exhibit I was marked.)

BY MR. LIONEL:

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

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

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

A. It is.

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

A. Sure.

(Witness examined document.)

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

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

What were you referring to?

A. Not Nanyah.

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

A. Yes.

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

A. Correct.

Q. Was, in fact, in Canamex?

A. Correct, correct.

Q. Not in Eldorado?

A. Correct.

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

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

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

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

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

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

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

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

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

MR. McDONALD: Object to the form.
A. I disagree with you. I disagree with your statement.
BY MR. LIONEL:
Q. What do you disagree with, what part of my statement?
A. That the $1.5 million that Yoav Harlap and/or Nanyah provided actually ended up in Eldorado Hills, LLC. Eldorado Hills, LLC, benefitted from the $1,500,000. Eldorado Hills accepted the $1,500,000. So the money that was sent into Canamex basically ended up in Eldorado Hills, LLC's account.
So Nanyah's or Harlap's investment should be credited, and he should have been made a member, and I'm actually detailing that out to Mr. Woloson very, very similar to what I explained earlier when you were asking me questions before lunch.
Q. But on October 25, 2008, when you sent this e-mail, was Mr. Harlap's interests in Canamex or Eldorado?
A. It should be in Eldorado.
Q. But it was, in fact, in Canamex, wasn't it?
A. I think it should have been in Eldorado. The document wasn't signed. We didn't prepare an agreement. So his interest was in Eldorado. Just because there

wasn't a certificate doesn't mean he doesn't have an interest in the company.
When Sig Rogich paid $50,000 to Craig Dunlap, Craig Dunlap didn't have a certificate. So like I said, these companies were not operated like a nationally rated FDIC bank or a law firm. They were closely held. We dealt with friends and family or people that we knew. We didn't always give a certificate. We didn't always properly document everything.
The million and a half went into Eldorado Hills, LLC, and I maintain that Nanyah Vegas' interest should have been in Eldorado Hills, LLC.
Q. But it was, in fact, in Canamex?
A. I say that it's in Eldorado.
Q. Well, let me read the first sentence in this paragraph or part of it.
"In regards to Nanyah, you are right; they are in Canamex." Was that right? Is that what you said?
A. That's what's typed there, yes. You just read verbatim what that sentence says.
Q. That's my best reading. That's what it says, doesn't it?
A. It says that, but the meaning of it -- you have to read the whole paragraph, not just the one -- you know, first ten words in the sentence.

Read the whole paragraph, and let's talk about what happened with the whole deal to get a big-picture understanding of what happened with the transaction. You can't just read one little sentence.
Q. I don't need a speech. I don't need a speech, Carlos.
"We'll have to somehow transfer Nanyah's interest to Eldorado." What did you mean by that?
A. I think that's pretty clear. We need to move Nanyah's interests into Eldorado Hills to correctly reflect the $1,500,000 that Eldorado Hills benefitted from.
Q. Do you have Exhibit B there? That's the purchase agreement and the complaint.
A. Yes.
Q. I'm going to go through some portions of this complaint and ask some questions.
Would you look at Page 3, please?
A. Of the complaint?
Q. Yes.
A. 2003 or just Page 3?
Q. Page 3.
A. General Allegations?
Q. Paragraph 12, that's correct.
"Upon information and belief, sometime in

2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC."
And when I say Rogich, we're talking really about his family trust. You understand that?
A. I'll take you at your word, but, no, I --
Q. No, you don't have to take me at my word. Are we talking about Mr. Rogich here, or are we talking about his trust, family trust?
A. One or the other. I don't know which one. We're suing both of them, right, and Eldorado Hills, LLC?
Q. No.
A. What?
Q. You're not.
A. We're not suing Sig Rogich?
Q. That's correct.
A. Okay. So it's his family trust then.
Q. Fine. And every place when I say Rogich in here, reading from the amended complaint, it's a reference to his family trust.
A. Okay.
Q. What was the information that you talk about there?
A. We already discussed this. This is when Sig Rogich and I spoke in around October of 2012. He told

1 me that --
2 Q. All right. It was from Mr. Rogich that you
3 testified to. Is that correct?
4 A. Yes.
5 Q. Fine. It says, "Rogich failed to inform
6 Huerta and Go Global of his intentions to transfer all
7 the acquired membership interest in Eldorado to TELD,
8 and was only informed after the transfer had in fact
9 occurred."
10 Now, what I'm asking you now is what provision
11 or term in the agreement required him to inform you or
12 Go Global?
13 A. I'm going to give the same answer as before.
14 You have to read the entire agreement. When you say
15 that you're going to pay somebody back, it doesn't
16 really matter how you pay them back. He's supposed to
17 pay us back money. If it comes from Eldorado and he
18 wants to pay it from Eldorado, have him pay it from
19 Eldorado, but the fact that he gave away the only
20 interest that the investors, including myself, had to
21 point at without telling us is, I think, in violation of
22 the spirit of the agreement.
23 Q. But is there any specific provision that says
24 he was required to inform you?
25 A. The entire purchase agreement is a provision

1 in my opinion. So, yes, it is in violation of the
2 entire agreement.
3 Q. Is there any specific provision?
4 A. I don't know. If we want to read the whole
5 thing, we can do that. I don't know of a specific
6 provision. The entire agreement says he's supposed to
7 pay back money. He took $4.5 million and then gave it
8 away for free without telling us.
9 Q. Paragraph 13, "That by conveying the
10 membership interest to TELD, Rogich breached the
11 agreement," and I'm asking you whether there's any
12 specific term in there that said he could not convey the
13 interest?
14 A. The whole entire agreement is a provision.
15 Q. But no specific provision?
16 A. We would have to read the whole thing.
17 Q. You want to read it? Go ahead.
18 A. Do you want me to read it?
19 Q. Go ahead if --
20 A. No, I don't want to read it. I'm saying the
21 whole agreement is a provision. I've read it before.
22 Q. I understand your answer. What you're saying
23 is, if I'm correct, there is no specific term. You
24 believe the entire agreement supports that he had an
25 obligation?

1 A. That's right.
2 Q. Fine. Now, I'm going to read another sentence
3 in that Paragraph 13.
4 A. Okay.
5 Q. "Eldorado received the benefit of the debt,
6 which formerly represented the membership capital
7 account of Huerta and Go Global, as they were enabled to
8 use those capital funds for their own benefit without
9 providing any benefit to Huerta and Go Global."
10 Please explain to me what those capital funds
11 are you're referring to in there.
12 A. They are mentioned on Page 10 of the purchase
13 agreement, and they are mentioned on Page 2 of the
14 purchase agreement in 2(a) -- that's Exhibit B -- that
15 Sig Rogich initialed.
16 Q. That is capital -- referring to capital funds?
17 A. Yes, money.
18 Q. How much money are we talking about?
19 A. Well, Go Global invested and had $2.747
20 million or so, thereabouts, about $2.7 million, and the
21 other investors had respectively, that I was responsible
22 for, about $1.8 million, a little bit more.
23 Q. Well, we're talking about the capital accounts
24 of Huerta and Go Global here, and I'm asking you when
25 you say they were enabled to use those capital funds,

1 are you talking the 2 million 7, that in some way
2 Eldorado was able to use those funds?
3 A. Yes.
4 Q. Was that capital cash that was there that they
5 could use or something, a credit or something?
6 A. They were moneys sent either via check or
7 wire, not actual cash but money deposited into Eldorado
8 Hills' bank account which Eldorado Hills used to
9 purchase the 160 acres and to maintain the 160 acres and
10 to begin developing the 160 acres that Eldorado Hills,
11 LLC, owns still today, to my knowledge, unless they've
12 sold it.
13 Q. At the time of the agreement in October of
14 2008, you and Go Global had a capital account, right?
15 A. Yes.
16 Q. And the capital account had this 2 million 7?
17 A. Right.
18 Q. And explain to me how they were able to use
19 that capital account.
20 MR. McDONALD: I believe that's been asked and
21 answered.
22 A. They used it to purchase the property and
23 maintain the property that Eldorado Hills, LLC, owns.
24 BY MR. LIONEL:
25 Q. That was before October of 2008?

A. Correct.
Q. Okay. Paragraph 15 you're talking about Nanyah, even though it talks about Nanyah and Ray.
You say -- I'll withdraw.
Paragraph 17, "While Ray's interests in Eldorado are believed to have been preserved, despite contrary representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado retained the one million five." We're talking about Mr. Harlap's million five?
A. Yes.
Q. And how much of that money did Eldorado get?
A. A million five, $1,500,000.
Q. How about the million four twenty that you gave to Go Global?
MR. McDONALD: Object to the form.
BY MR. LIONEL:
Q. Wasn't that out of the million five?
A. No.
Q. The million four twenty was not out of the --
A. No.
Q. Where did it come from?
A. Prior to Nanyah's investment, Go Global had actually put in $4,100,000 into Eldorado Hills, LLC. So the $4,100,000 was Go Global's. So if we would have

rewritten this document, it could just say forget about Nanyah Vegas, you owe Go Global $4,100,000, but that wouldn't have been as accurate as the fact that Go Global had a capital account of $2.7 million, plus/minus, and then Nanyah Vegas had a million and a half.
So you're confusing the fact that Go Global now was repaid a million four twenty, which we went over already, but Go Global already had invested almost -- over $4.1 million as of September of 2007. So $4.1 million minus a million five, that's where it comes out to about $2.7 million, because Go Global actually added a little bit more money after the 1.5 or right around there.
So we got up to 4.1 million. Go Global took back 1.42 million. We're not double dipping. I think you're trying to give too much credit away. So either Go Global has $4.1 million or Go Global has 2.7 and Nanyah has the 1.5.
Q. Mr. Harlap sent a million five to Canamex Nevada, correct?
A. Correct.
Q. And of that million five, you gave a million and four twenty to Go Global. Isn't that right?
A. No.

MR. McDONALD: Object to the form.
A. No, it's not right. We've gone over those bank statements. You need to review them again. I'm positive that it's not right.
BY MR. LIONEL:
Q. You're entitled to your --
A. No, no, no. I'm positive it's not right. We can review the bank statements if you want. You missed a step.
Q. If Canamex -- if the million five that was sent by Mr. Harlap had not been sent, would there have been a million four twenty in Eldorado for you to give to Go Global?
MR. McDONALD: Object to the form.
A. There had already been money in Eldorado prior to Harlap sending the money because Go Global had already put in $4,100,000. So the answer is there would have been money, but Eldorado Hills used that money to pay off debt to Antonio and to ANB Financial.
So there was money in Eldorado, but Eldorado chose to take that money and pay off its debts, Go Global's money, and Eldorado Hills owed Go Global that money. Go Global had $4,100,000 of real money in Eldorado Hills' accounts.
BY MR. LIONEL:

Q. I'll refer you to Exhibit E.
A. Okay. Got it.
Q. Isn't it true -- and I'm looking at daily balances -- on 12/4, Eldorado's balance was $1,870.51?
A. Yes, Mr. Lionel, this is a snapshot. That's what a bank statement is. It's a snapshot of a specific time period. You're narrowing it down to a snapshot. Prior to this, $4,100,000 went into Eldorado Hills' account.
Q. No. It shows a daily balance on 12/7 of $1,501,870.51, correct?
A. Yes. You read that earlier. I agree.
Q. Thank you. And actually then that number consisted of two things, the million five that came from Mr. Harlap and 1,870.51, which was the balance prior to the million five coming into the account. Is that correct?
A. Not exactly, because then you see on December 10th 15,000 was deposited, on December 21st, 175,000 was deposited, and on December 26th, 25,000 was deposited.
Q. I'm talking about what I just said about what was the balance on 12/4 and 12/7 of '07, the numbers I gave you, 1,870.51 on 12/4, 12/7, 1,501,870.51. Is that correct?
A. Yes, the balance on December 7, 2007 in the

1 Eldorado Hills, LLC, bank account was $1,501,870.51.
2 Q. Thank you.
3 A. Thank you.
4 Q. And the $1,420,000 that you gave to Go Global
5 came out of that $1,501,870.51. Isn't that correct?
6 MR. McDONALD: Object to the form.
7 A. Yes.
8 BY MR. LIONEL:
9 Q. I understand your position.
10 A. Thank you, sir.
11 Q. And I think you understand mine.
12 A. If you say so.
13 Actually, I really don't understand yours, but
14 I'm not trying to be -- I don't. I'm not trying to be
15 funny or anything. We can go over the numbers, but it
16 seems like you're trying to narrow down something that
17 was definitely in the account. So there is where I get
18 a little confused, but I'm trying to do my best to
19 answer your question.
20 Q. I'm not sure why you're confused. Let's
21 assume this is a million five. I'm holding this bottle
22 of water. The million five came from Mr. Harlap.
23 Within a week, a million four twenty of that was taken
24 out of that million five and given to Go Global.
25 A. That's true, but in September, four months

1 earlier, Go Global had advanced $2,200,000 to Eldorado
2 Hills which Eldorado Hills said that it would pay back
3 to Go Global. So that's a big point there.
4 Q. All right. You've made your point.
5 A. Okay.
6 Q. Paragraph 18, that Nanyah is entitled to the
7 return of the $1.5 million -- I guess there's a zero
8 left out -- from Eldorado?
9 A. Yes.
10 Q. And that is -- well, strike that.
11 Why is it entitled to the return of 1,500,000?
12 MR. McDONALD: Object to the form.
13 A. Because it invested a million five, and
14 Mr. Rogich promised me in a conversation, and also tried
15 to put it down on several documents, that it would
16 receive a million five back for the investment that
17 Nanyah Vegas brought in.
18 It's actually a great deal for Eldorado to
19 take a million five for free, not pay any interest and
20 just give them the money back. All he had to do is give
21 the money back, not even asking for any interest.
22 BY MR. LIONEL:
23 Q. But this million five that you're talking
24 about here is a million five that came from Mr. Harlap
25 which you gave $1,420,000 to Go Global.

1 MR. McDONALD: Object to the form.
2 A. Go Global had put in $4,100,000 into Eldorado
3 Hills, LLC. Eldorado, LLC, had taken almost $4.5
4 million in investment capital from Go Global and its
5 investors.
6 Q. But that really -- we're back to my bottle of
7 water here. You say this million five was a million
8 five that came from Mr. Harlap?
9 A. It did.
10 Q. And you gave a million four twenty of that
11 million five to Go Global.
12 MR. McDONALD: Object to the form. Asked and
13 answered.
14 BY MR. LIONEL:
15 Q. I need an answer. You want the reporter to
16 read it back?
17 A. No, you didn't ask me a question. You just
18 stated a fact. You stated a fact as you see it. I
19 don't see it your way. You've kind of stated it and
20 restated it. You didn't actually ask me a question.
21 You just mentioned something. So I don't know what to
22 really answer you.
23 Q. The million five that you refer to in
24 Paragraph 18 came from Mr. Harlap. Isn't that true?
25 A. Yes.

1 Q. And out of that -- and the million four twenty
2 that you gave to Go Global came out of that $1,500,000
3 which came from Mr. Harlap.
4 A. I disagree.
5 Q. All right. Where did it come from, that
6 million five?
7 A. The way I look at it, it actually came from Go
8 Global four months prior to.
9 Q. Prior to Mr. Harlap sending the million five?
10 A. Yes, right.
11 Q. And it came out of that, not his million five.
12 Is that what you're saying?
13 A. The money is money. If you have five dollars
14 in one pocket and five dollars in another pocket, you
15 have ten dollars. Which one you use to pay for the
16 movie and which one you use to pay for the popcorn
17 doesn't matter.
18 My money, Go Global's money, $4 million of it
19 was in Eldorado prior to Harlap's money going in. So
20 some of that Go Global money was to be considered a loan
21 temporarily to Eldorado Hills. So Eldorado Hills owed
22 Go Global some of that money. So when Eldorado Hills
23 received the Harlap money, it was able to repay some of
24 the $4.1 million that Go Global had previously invested,
25 not all of the $4.1 million, only 1,420,000 of the $4.1

1 million.
2 So if you want to call it that it came from
3 Harlap and that's Harlap's money, you can choose to do
4 that, but I'm saying that Go Global had already put
5 money into the company.
6 Q. That's not what you were talking about.
7 A. So where did that money go? Where did the Go
8 Global money go, the 4.1 million?
9 Q. You were the manager.
10 A. No, I know where it went. I'm telling you
11 where it went, but you choose not to pay attention to
12 it. You're just asking me one sentence. You're saying
13 that the Harlap money went to pay Go Global. If that's
14 what you say, you say. I have my facts as well.
15 My facts are Eldorado Hills already had $4.1
16 million of Go Global's money, and Go Global was owed
17 that money. So whether it's Harlap's money or Rogich's
18 money or Robert Ray's money, it doesn't matter. Go
19 Global was owed money, and it's still owed money today,
20 $2.7 million of it is what we are saying in this
21 lawsuit, and we're saying that Nanyah Vegas is owed a
22 million five.
23 Q. And when you talk about the four million,
24 you're talking about money that had been contributed or
25 put into the company -- when I say company, I'm talking

1 about Eldorado -- sometime between 2006 and -- 2006 and
2 December of 2007. Is that correct?
3 A. Yes.
4 Q. And that's -- and you say it was out of that
5 that you took this consulting fee, this fee for
6 consultation in 2007?
7 MR. McDONALD: Object to the form.
8 A. No.
9 BY MR. LIONEL:
10 Q. Let me read Paragraph 19. "As a direct result
11 of the actions of the defendants, plaintiffs have been
12 damaged in an amount in excess of 10,000." What damages
13 are you talking about? How do you -- strike that.
14 How do you say they were damaged in an amount
15 in excess of 10,000?
16 MR. McDONALD: Object to the form, calls for a
17 legal conclusion.
18 You can answer.
19 A. I'm trying to give an answer that is
20 applicable. I think we've been damaged in several ways.
21 BY MR. LIONEL:
22 Q. How have you been damaged?
23 A. Number one, if the money would have been paid
24 back, as my understanding of our agreement, when Rogich
25 conveyed his interest away in Eldorado Hills, I could

1 have taken that $2.7 million and done something else
2 with it, earned interest in an account, bought a stock,
3 pay off debt. I could have been benefiting from not
4 paying interest on other loans that I have.
5 Number two, we've had to actually hire
6 Mr. McDonald's office, pay him legal fees, spend money
7 copying papers, talking through all of this with you
8 instead of being out earning money at my job.
9 So I've been damaged way more than $10,000
10 just in the interest that I could have earned alone on
11 the $2.7 million, which doesn't include Yoav Harlap's
12 $1.5 million.
13 Q. If he had not transferred that property, would
14 you have received anything?
15 MR. McDONALD: Object to the form.
16 A. I don't know where the property -- if he sold
17 the property, if he's selling the property, I probably
18 would be receiving some kind of rent or income from the
19 gun club because there's a functioning business on
20 there, and it's quite successful from my understanding.
21 It brings in a lot of customers. So it would be nice to
22 receive some rent. You like to receive rent on your
23 properties I'm sure. I would like to receive some rent.
24 I think the thing is actually positive cash flow. I
25 don't think that the maintenance on that property is so

1 vast or great that it's cost prohibitive to keep.
2 BY MR. LIONEL:
3 Q. Have you seen the tax returns for Eldorado for
4 the year 2012?
5 A. No, I'm not sent tax returns from Eldorado.
6 Q. Have you seen the tax returns for 2011?
7 A. No.
8 Q. Have you seen it for 2010?
9 A. No.
10 Q. Have you seen it for 2009?
11 A. No.
12 Q. You're sure?
13 A. I'm sure. I haven't seen the tax returns.
14 I've seen some K-1s for some of those years that were
15 sent to Robert Ray or the Ray Family Trust but not the
16 full tax return.
17 Q. What do those tax returns show, those K-1s?
18 A. Nothing that -- I don't have them in front of
19 me. I look at K-1s frequently -- nothing that glared
20 out at me, nothing that said huge losses.
21 Q. Did -- anything on there that showed any
22 profits?
23 A. Well, as a matter of fact, if we actually got
24 to go and maybe depose the operators of the gun club
25 that probably are there for free and not paying rent and

1 absorbing about 60 acres, that would be interesting
2 because Mr. Eliades' son, I believe, ran that gun club,
3 if he still doesn't, for quite a long time. So that 60
4 acres is basically either not paying rent to Eldorado
5 Hills, LLC, the gun club, for the plus/minus 60 acres,
6 or they are keeping all of the profits themselves. So
7 it's kind of debatable on how that property and how that
8 business is run. My guess is they just get free rent.
9 So that's kind of an abatement.
10 That should be rent that's paid towards
11 Eldorado Hills, LLC. In most traditional real estate
12 deals, when a landlord owns property and a business is
13 on that property or in a building occupying space and
14 running its business, normally it would pay rent,
15 percentage rent, monthly rent, annual rent.
16 So my guess is there are some profits that
17 maybe aren't showing up in the Eldorado Hills tax
18 returns because Mr. Eliades and Mr. Rogich have
19 controlled that property. So they choose to do whatever
20 they want with the income from the gun club, but maybe
21 it's not being reflected appropriately in the tax
22 returns of the Eldorado Hills, LLC, for the years 2009
23 or 2010 or 2011 or 2012.
24 Q. Are you aware -- I think you testified -- no,
25 put another way.

1 Are you aware of any distributions that
2 Eldorado has ever made?
3 A. No, and that's, I think, one big reason why
4 we're here today.
5 Q. I beg your pardon?
6 A. And I think that's one major reason why we're
7 here today, because they have the assets, and they keep
8 the income, and they don't make distributions, and they
9 kept $4.5 million of our money. You think that sounds
10 good to me, the 4.5 million -- no matter how you divide
11 it -- and the 1.45 and the 1.42? They have 4.5 million
12 of my money which both of them signed that was owed in
13 multiple agreements, and they haven't paid it.
14 Q. You're not suing Eldorado for that, are you
15 now?
16 A. Yes, we are.
17 Q. Only for Nanyah.
18 A. Okay. Well, we'll see about that.
19 Q. Well, is there anything in the agreement that
20 requires Eldorado to make distributions?
21 A. In the Eldorado Hills operating agreement?
22 Maybe. I don't know.
23 Q. No, I'm talking about in this agreement, in
24 the one you have in front of you, Exhibit B.
25 A. Yes, it does. It does.

1 Q. It requires them to make distributions?
2 A. It may not be called distributions, but, okay,
3 so Paragraph 2(a) on Page 2 -- and that's Bates Number
4 SR002011. I'm going to read it, "Buyer shall owe seller
5 the sum of $2,747,729.50 as noninterest-bearing debt
6 with, therefore, no capital calls for monthly payments.
7 Said amount shall be payable to seller from future
8 distributions or proceeds," and then it goes on.
9 So I'm contending at the very least there is a
10 substantial business operating on the Eldorado Hills
11 property, and those moneys are going elsewhere except
12 not into Eldorado Hills or to the benefit of the members
13 of the debt holder or the people who Eldorado Hills owes
14 debt to, and they're keeping the money.
15 So I think that when they're keeping the
16 distributions or they're not sending it out or they're
17 not even receiving it on purpose when they should be
18 taking proceeds or rent and distributing the money that
19 they don't need to maintain the property. That's part
20 of what I'm saying, much less the rest of it that your
21 client just decided to make the interest disappear
22 because it sounded good to him.
23 But we haven't seen all the agreements yet,
24 have we, Mr. Lionel? We haven't seen them all yet.
25 Q. TELD is not a party to this agreement, right?

1 A. Correct, not yet or not now.
2 Q. And, of course, Paragraph 2(a) says that with
3 respect to the debt, payments would be -- distributions
4 as, when and if received by buyer from the company.
5 Do you know of any distributions that has been
6 received --
7 A. Yes.
8 Q. -- by Mr. Rogich?
9 A. Yes.
10 Q. What are they?
11 A. I'm telling you at least there is a gun club
12 that should be paying rent. So I think they're
13 pocketing the rent and never putting it in the bank
14 account of Eldorado Hills, LLC, or they're keeping the
15 profits themselves in some other entity.
16 Q. My question is, what do you know of any
17 distributions that were made?
18 A. Yes, and I answered yes.
19 Q. There were -- tell me about the distributions.
20 A. There are moneys or distributions that Eliades
21 and/or Rogich are taking at least from the gun club, and
22 instead of putting them into Eldorado Hills, LLC,
23 they're being cut off. They're being used up before
24 they go into Eldorado Hills, LLC.
25 Q. Do you know of any distributions received by

1 Rogich?
2 A. I don't know. I don't have a copy of his bank
3 statements, and I haven't spoken with him, but there is
4 a gun club, and a pretty successful one at that, that is
5 there either for free or paying Rogich and his partners
6 money outside of Eldorado Hills, LLC.
7 Q. At the time that TELD came in, was there a
8 reason why you didn't stay in, instead sold your
9 interest?
10 A. Yes.
11 Q. What was that?
12 A. Sig Rogich.
13 Q. What does that mean?
14 A. Sig Rogich told me that when Eliades came in,
15 Eliades didn't want any other partners but Sig Rogich,
16 and he would be the only partner, and he would agree to
17 pay -- Sig Rogich would agree to pay me my money out of
18 the property, and that's what this agreement was meant
19 to do. That was Sig's story.
20 Q. Paragraph 22, "Plaintiffs have complied with
21 all conditions precedent and fulfilled their duties
22 under the agreement."
23 What are the conditions?
24 MR. McDONALD: Object to the form, calls for a
25 legal conclusion.

1 A. We provided about four and a half million
2 dollars into Eldorado Hills, LLC.
3 BY MR. LIONEL:
4 Q. Is that it?
5 MR. McDONALD: Same objection.
6 A. That's the bulk of it. I think that's the
7 most important part.
8 BY MR. LIONEL:
9 Q. I'll take it. Give me a subordinate part.
10 A. I'll stick to the most important part.
11 Q. And the other -- that's a condition you're
12 talking about?
13 MR. McDONALD: Same objection.
14 A. Yes.
15 BY MR. LIONEL:
16 Q. It's your complaint. I have a right to find
17 out what it's about.
18 A. Absolutely. I'm answering the questions. I
19 said yes.
20 Q. What duties did you fulfill?
21 MR. McDONALD: Same objection.
22 A. We took four and a half million dollars, and
23 we put it into Eldorado Hills, LLC, and we haven't
24 bothered them. We haven't given them a hard time. We
25 haven't prevented them from selling the property. We

1 haven't prevented them from marketing the property. We
2 just asked for our money back. That's all.
3 So we've been kind of good passive investors
4 that aren't earning any interest. So I think those are
5 the kind of duties that a good guy would do.
6 BY MR. LIONEL:
7 Q. Is that it? That's your answer?
8 A. Yes.
9 Q. Paragraph 23, "Defendant Rogich materially
10 breached the terms of the agreement when he agreed to
11 remit payment from any profits paid from Eldorado, yet
12 transferred his interest in Eldorado for no
13 consideration to TELD, LLC."
14 What terms of the agreement are you referring
15 to?
16 MR. McDONALD: Same objection.
17 A. So Mr. Rogich from my understanding -- I
18 haven't seen anything in writing; maybe you have -- has
19 somehow conveyed his interest in Eldorado Hills, LLC,
20 away. He never had given us -- when I say us, the
21 investors that are mentioned in other agreements that
22 we've seen today, Go Global, Nanyah, Robert Ray -- an
23 opportunity to say, "Hey, are you going to pay us back,"
24 or he didn't pay us any money when he conveyed his
25 interests.

1 He was supposed to get a practical amount of
2 money based upon the value of Eldorado Hills, LLC and
3 pay us, not just give it away for free, and if he was
4 going to give it away for free, you would at least think
5 that he would have called us and say, "Hey, I'm going to
6 give my interests away for free. Would you take it?"
7 That's all.
8 I think he breached the spirit of that
9 agreement backwards and forward and sideways and in
10 diagonals also.
11 BY MR. LIONEL:
12 Q. You say in here breached the terms. Tell me
13 what terms.
14 MR. McDONALD: Same objection.
15 A. I just answered. I just answered the
16 question. He's supposed to pay us when he gives up his
17 interest in Eldorado Hills, LLC, not just walk away for
18 nothing.
19 BY MR. LIONEL:
20 Q. All I'm asking you is are there any terms in
21 the agreement that say what you effectively just said?
22 That's all.
23 A. Yes, I think there are.
24 Q. Would you point them out to me?
25 A. Just read Paragraph A. I think that starts it

1 on recitals, then (B) also. He basically -- Rogich
2 walks away with a lot for nothing then if he doesn't
3 pay. (B) says, "Seller desires to sell, and buyer
4 desires to purchase, all of seller's membership
5 interest" -- which was equity and then turns into debt
6 as per this agreement; that's why we differentiate the
7 terms at times -- "subject to the potential claims and
8 pursuant to the terms of this agreement." So seller
9 desires to sell; buyer desires to purchase.
10 In this case, the way it worked out with the
11 magical Sig Rogich at hand is he gets 40 percent
12 interest in a company that's worth millions of dollars,
13 and he pays zero, zero dollars.
14 Q. You haven't answered my question.
15 A. No, no, he's supposed to pay us. He's
16 supposed to pay us. Your question was what terms in the
17 agreement show that he's supposed to pay.
18 Q. No, that was not my question.
19 MR. LIONEL: Read the question back, Ms.
20 Reporter.
21 (Whereupon, the requested portion of the
22 record was read by the reporter.)
23 BY MR. LIONEL:
24 Q. And I'm asking you what terms are there? You
25 said that Mr. -- that Rogich breached the terms when he

1 transferred his interest in Eldorado.
2 A. Yes. Yes.
3 Q. Okay? I'm asking you what term of the
4 agreement says he could not transfer his interests in
5 Eldorado --
6 MR. McDONALD: I'll object.
7 BY MR. LIONEL:
8 Q. -- for no consideration?
9 MR. McDONALD: I'll object to the form.
10 BY MR. LIONEL:
11 Q. That's all.
12 A. Those exact words verbatim the agreement does
13 not have. The agreement, when you read, it says or
14 states that he's not supposed to give away his interest
15 for free without paying us.
16 Q. What says that?
17 A. Let's go back to (A). "Buyer intends to
18 negotiate" -- buyer is Rogich -- "such claims with
19 seller's assistance so that such claimants confirm or
20 convert the amounts set forth beside the name of each of
21 said claimant into noninterest-bearing debt, or an
22 equity percentage to be determined by buyer after
23 consultation with seller as desired by seller, with no
24 capital calls for monthly payments, and a distribution
25 in respect of their claims in amounts from the one-third

1 ownership interest in the company retained by buyer."
2 That to me is a term of the agreement. It's
3 in the recitals. The buyer received equity, extra
4 equity that he didn't have prior to this, and he's paid
5 nothing for it. So he's supposed to pay.
6 So verbatim it doesn't say what you stated,
7 but if you read this whole agreement, the buyer, being
8 Rogich, is supposed to pay for his interest. If he gave
9 it away to you, if he gave it away for free to somebody
10 else, that's his choice. Let him do that, but he's
11 supposed to pay for that.
12 So, again, these terms, as I read them and I
13 understand them, should mean that Rogich, when he
14 received this equity interest, this additional equity
15 interest that he didn't have, that he took basically
16 from Go Global, that he took from Nanyah Vegas, and he
17 didn't pay anything for, he was supposed to pay.
18 He decides later on he wants to become a
19 philanthropist or whatever it is he wants to do, God
20 bless him, but he's supposed to pay the group that he
21 took the interest from.
22 So I believe that, yes, it's pretty clear.
23 Q. That he could not transfer his interest?
24 A. No, he can transfer his interest, but he's
25 supposed to pay us when he does.

1 Q. Is that what it says?
2 A. Not in the exact words I just said. In the
3 big meaning, yes, that's what it says.
4 Q. Can you show me what words would effectively
5 say he could not transfer the interest?
6 A. No, he's supposed to pay us when he does.
7 Read Paragraph A and Paragraph B. I've read them
8 already. You need to read them because I've read them.
9 If you want me to read them again to her, I'll read them
10 again, but I've already read them. My opinion is and
11 what this says and what this agreement means is when he
12 gives away his interest, he's supposed to pay us.
13 Q. But it doesn't say that.
14 A. Okay.
15 Q. Is that a fair statement? It doesn't say
16 that.
17 MR. McDONALD: Object to form, argumentative.
18 BY MR. LIONEL:
19 Q. I understand what you're saying, but that
20 agreement does not say that he cannot transfer his
21 interest.
22 A. Correct.
23 Q. That's all. It's easy.
24 A. But that wasn't the question you had asked
25 earlier.

Q. I thought it was.
A. No, it wasn't.
Q. Paragraph 24.
A. Okay.
Q. On top of Page 5. "Huerta and Go Global reasonably relied on the representations of the defendant Rogich in that they would honor the terms of the agreement, all to their detriment."
What representations are you talking about?
MR. McDONALD: Same objection.
A. Not only in these documents that we've seen here today but in the documents that were signed with TELD and the Eliades group, there is reference in writing to the moneys that have been invested and that are supposed to be paid back interest free. They're not even paying us interest on our money.
So we're referring to them, Sig Rogich, his family trust or his et als. that would pay back money that he benefitted from by getting an interest in Eldorado Hills, LLC, moving forward. That's it.
BY MR. LIONEL:
Q. But you say that you relied on the representations that they would honor the terms of the agreement.
A. Yes.

Q. Are there such representations, or are you relying on what the agreement says?
A. I'm relying on what the agreement says and what we talked about earlier when I met with Sig Rogich, and he looked me in the eye and said he would pay these people back, and it was supposed to happen within the month or two. We're not supposed to be waiting in 2014, six years later.
He started making payments to Dunlap and Rietz, and he said he was going to pay off Robert Ray, and he wanted to pay everybody else off. That was the intention. That's what the agreement was back then. This Exhibit 1, I think, that you call it, which is the purchase agreement, was supposed to be some understanding of what we had agreed to, but, yes, he told me face-to-face that he would pay us back.
Q. That's before the agreement was signed?
A. And after.
Q. And after. That's what you're referring to?
A. Yes. Yes.
Q. All right.
A. Thank you. I appreciate that.
Q. I'm entitled to find out what you're saying. It's your complaint, not mine.
A. Yes, absolutely.

Q. Paragraph 25, "As a direct result of the actions of defendants, plaintiffs have been damaged in an amount in excess of 10,000."
Is your answer to that the same one that you gave me before --
A. Yes.
Q. -- to Paragraph 19?
A. Yes, sir.
Q. Paragraph 28.
A. Okay.
Q. "That the parties herein agree to uphold certain obligations pursuant to their agreement; specifically, defendant agreed to reasonably uphold the terms of the agreement by remitting the requisite payments required and reasonably maintaining the membership interest to consummate the terms of the agreement."
And what I'm asking you is, tell me what terms of the agreement required Mr. Rogich or his trust to reasonably maintain the membership interest.
MR. McDONALD: Object to the form. It calls for a legal conclusion.
A. I mean, we can go back and basically reread what I just read, but when he was -- when Rogich or his trust was buying interests and agreeing to convert it or

having us convert that to a noninterest-bearing debt, it's reasonable at that time to state that he wouldn't just give away millions of dollars of interest later on because -- for whatever reason. So he didn't really stay true to what this agreement was meant for, stating that he's buying interests, and he's supposed to pay for the interest.
I mean luckily, luckily we live in a pretty great country that normally when you get something, you do pay for it, and most people do receive payment. In this case, we said, "Hey, we'll wait. Just pay us later," and he just didn't pay us. He hasn't paid us.
In fact, I'd be okay right now if he said, "I'm not paying you yet because we haven't sold it." What we have a problem with is that he told us that he just gave away the interest for free, you know.
BY MR. LIONEL:
Q. But is there a term in the agreement that says he has to maintain his membership interest? That's all I'm asking.
MR. McDONALD: Same objection.
A. We're going to be in the same position on your other point. I believe that he did not uphold the agreement. Is there a specific term highlighting or specifying him, hey, Sig, hereby agrees that he is not

1 going to give away his interests for free without paying
2 the investors or the debt holders, no, there isn't a
3 specific sentence that says that, but there is a
4 specific sentence that says he's buying, and there is a
5 specific sentence that refers to him paying.
6 He just didn't get the paying part right. He
7 liked the buying part, but he didn't get the paying
8 part. He ate the meal at the restaurant for free and
9 walked out and did not uphold the implied agreement to
10 pay for the meal. That's what he did. Let's call the
11 spade the spade. He ate the food and didn't pay for it.
12 He dined and dashed. It's classic.
13 BY MR. LIONEL:
14 Q. He didn't receive any distributions, did he?
15 A. He received equity in a company that owns
16 property worth millions of dollars. So I think he did.
17 He received equity.
18 Q. At what point?
19 A. October of 2008.
20 Q. At that time.
21 Were there any distributions that Rogich
22 received after October 2008?
23 MR. McDONALD: I'll object to the extent that
24 it calls for speculation.
25 A. Yes.

1 BY MR. LIONEL:
2 Q. Do you agree it calls for speculation,
3 Mr. Witness?
4 A. I'm not a lawyer. I don't know.
5 Q. What is your answer?
6 A. Are you being argumentative, Mr. Attorney?
7 Q. What's your answer?
8 A. I answered this already. I believe that -- I
9 believe that they have accepted distributions in other
10 forms that didn't properly go through the company, that
11 being Eldorado Hills, LLC.
12 Q. When was this?
13 A. Since that -- for example, since that gun club
14 has been running.
15 Q. Was this before --
16 A. After 2008, after October of 2008, right.
17 Q. What evidence do you have of that?
18 A. I know that there's a gun club there, and it
19 takes up about 60 acres. I know that the business is
20 running, and I know that businesses normally don't get
21 to stay at places for free. So either the gun club
22 bought the property and they paid Eliades and Rogich
23 outside of an escrow, they paid Rogich and Eliades
24 outside of Eldorado Hills, LLC, and did what they call
25 the good-guy deal. "Hey, we'll pay you 6 million, hey,

1 we'll pay you 8 million, we'll pay you 15 million for
2 this 60 acres. We're just going to put it in this Swiss
3 account. We're going to put it in your kid's trust
4 account. We're going to put it in the name of some
5 other entity, and you know what? We're not going to pay
6 Eldorado Hills, but you're going to let us have this
7 property, or you're going to give us the right to buy it
8 down the road for a dollar."
9 I don't know, but the fact of the matter is
10 there is a business that runs there, and Eldorado Hills
11 evidently hasn't received one iota of payment or moneys.
12 So the only thing that a logical businessman would think
13 is they're getting something. Maybe they get free
14 bullets for life. Maybe they get free rifles. They
15 might get free rides on the golf carts that are really
16 nice around the gun club. I don't know. They might get
17 to shoot at the tank that they put out there. They
18 might get to ride in the tank. I don't know. But
19 there's definitely some benefit and/or distribution that
20 we're not seeing, you are not seeing because they don't
21 show you that either, and I'm not seeing because I'm not
22 an equity member, and I'm not out at the gun club.
23 So I don't know exactly, but it would stand to
24 reason that that business that functions out there is
25 providing some kind of benefit to Eldorado Hills, LLC,

1 that neither you or I know. That's all I'm saying.
2 So I believe that, yes, there are
3 distributions. I just don't know what they are and when
4 they're given.
5 Q. Paragraph 29, "Rogich never provided verbal or
6 written notice of his intentions to transfer the
7 interests held in Eldorado, and this fact was not
8 discovered until other parties filed suit against
9 Eldorado and Rogich for other similar contract --
10 conduct." Excuse me.
11 Is there any term or provision in the
12 agreement that required that Rogich give you notice of
13 his intentions to transfer the interests?
14 MR. McDONALD: Objection, calls for a legal
15 conclusion.
16 MR. LIONEL: Why is that calling for a legal
17 conclusion?
18 MR. McDONALD: It's asking for him to
19 interpret the terms of the agreement.
20 MR. LIONEL: I'm asking for facts.
21 MR. McDONALD: Well, to the extent that it
22 calls for him to make a legal conclusion based on the
23 terms of the agreement, that's my objection.
24 A. As we sit here today, we're not aware -- maybe
25 you are, but we're not aware of proceeds or

1 distributions that Mr. Rogich has received.
2 I think it's completely asinine to think and
3 presume that Mr. Rogich, as I know him, because I
4 officed with him for about five years and on one deal
5 that I did he made $11 million on, that he would just
6 walk away from a multimillion-dollar asset and not
7 receive anything.
8 So in answer to your question, if you just
9 read this agreement, it says said amount -- referring to
10 the 2.7 million and change, "Said amount shall be
11 payable to seller" -- that's Go Global -- "from future
12 distributions or proceeds." Okay?
13 BY MR. LIONEL:
14 Q. But I'm not asking you that. I'm going to
15 move to strike that.
16 I'm asking you simply with respect to whether
17 or not there are any terms or provisions --
18 A. Yes, the answer is yes.
19 Q. -- that he had to give written notice of his
20 intentions to transfer his interests? That's all.
21 MR. McDONALD: Same objection.
22 A. The answer is yes.
23 BY MR. LIONEL:
24 Q. What are they?
25 A. Read that.

1 Q. Read what?
2 A. What I just started to read. He's supposed to
3 pay when he gets distributions or proceeds. We don't
4 know what he's received. He doesn't tell us.
5 Q. I --
6 A. So he's supposed to tell us. He doesn't just
7 get to keep all the benefits. He doesn't just get to
8 keep valuable property. He doesn't get to keep the
9 benefit of that company without paying us. So I don't
10 know what he's received.
11 Q. I move to strike, and I'm going to read the
12 first part of Paragraph 29.
13 "Rogich never provided verbal or written
14 notice of his intentions to transfer the interests held
15 in Eldorado," and I'm asking you simply could you tell
16 me what terms or provisions in the agreement says that
17 he had to provide verbal or written notice of his
18 intentions to transfer the interests?
19 A. Okay. I'm just going to read the agreement,
20 okay, because you're asking me question after question.
21 So I think I better read it.
22 (Recess taken.)
23 MR. LIONEL: Back on the record.
24 A. So I think that after reading the agreement,
25 if Mr. Rogich would have paid us, he wouldn't have

1 needed to notify us, but since he didn't pay us, he
2 should have at least notified us. The agreement doesn't
3 say he specifically needs to notify us, but in order to
4 get treated fairly, like I think we should have been
5 treated, and if he would have been upholding, you know,
6 just good faith, he would have called and said, "Hey,
7 I'm going to do this." He never did, and we found out
8 about it months later, and I just think that's messed
9 up.
10 BY MR. LIONEL:
11 Q. Still in Paragraph 29, it says the fact that
12 he had not discovered -- withdraw.
13 The Paragraph 29 says, "The transfer was not
14 discovered until other parties filed suit against
15 Eldorado and Rogich for other similar contract --
16 conduct." I did that twice.
17 Tell me why you say that, why you allege that
18 it was not discovered until other parties filed suit for
19 other similar conduct.
20 A. Right. Actually you made reference to this
21 earlier. We didn't get as complete as this, but it was
22 in 2012, in the fall or October, that Sig Rogich and I
23 were discussing the Antonio Nevada lawsuit which is, I
24 think, the reference, what it means here where it says,
25 "Other parties filed suit against Eldorado." That other

1 party, I believe, only refers to Antonio Nevada, LLC,
2 and Mr. Rogich and I were discussing that lawsuit, and
3 at that time is when Sig revealed to me on the phone
4 that he had given his interest away already.
5 So I don't believe that even Mr. Rogich
6 planned on telling me that he gave away his interest.
7 It just came up when we were talking about the Antonio
8 Nevada lawsuit.
9 Q. But you're saying it was not discovered until
10 other parties filed suit against Eldorado and Rogich for
11 other similar conduct. What's the similar conduct?
12 A. Oh, I'm not that familiar with the details of
13 the Antonio Nevada lawsuit, but I believe Antonio Nevada
14 alleged that Sig Rogich and/or Eldorado Hills, LLC,
15 should have paid them money or owed them money. So
16 we're now saying in regards to Nanyah Vegas and Go
17 Global that Mr. Rogich walked away with money that we
18 believe he should have paid us. So that's the similar
19 conduct.
20 Q. You say he walked away with money owed to
21 Eldorado -- to Antonio Nevada?
22 A. No. I said in my opinion he's walked away
23 with money owed to Go Global and Nanyah, yes.
24 Q. Paragraph 31, "That each party agreed to
25 uphold the terms of the agreement upon execution of the

1 agreement and as a result agreed to perform certain
2 duties."
3 They agreed to uphold. Is that something
4 besides what's in the agreement? I don't understand.
5 Where does that agreement appear?
6 MR. McDONALD: Object to the form.
7 A. The agreement is Exhibit 1, that purchase
8 agreement.
9 BY MR. LIONEL:
10 Q. Are you talking about what the agreement says,
11 nothing specific, though?
12 A. You know, what the agreement says and then
13 secondly those other documents that we talked about when
14 TELD came in. I think it kind of regurgitates the
15 agreement and adds to it. So I don't think that
16 Mr. Rogich has upheld his agreement -- his agreed-upon
17 terms.
18 Q. This is talking about that each party agreed
19 to uphold the terms of the agreement.
20 A. Right, the Exhibit 1.
21 Q. Is there a separate provision there which says
22 that Rogich or the trust will uphold the terms of the
23 agreement?
24 MR. McDONALD: Object to the form.
25 MR. LIONEL: It's an allegation in the

1 complaint.
2 MR. McDONALD: I still think your question is
3 vague. I'm confused about your question. So I don't
4 think there is a problem with the complaint. I think
5 it's your question.
6 A. In 6(d) in the agreement, and we can read the
7 agreement again and again. I mean, you're obviously
8 just reading from the complaint. I mean, I think that
9 the writing is unclear, but 6(d) in the agreement says,
10 "Seller and buyer further represent and warrant that the
11 representations, and indemnification and payment
12 obligations made in this agreement shall survive
13 closing."
14 So he hasn't paid. Mr. Rogich hasn't paid,
15 and he informed us that he gave away his interests. So
16 I believe if we go back to your paragraph from the
17 complaint that you just read that you're asking about
18 where each party agreed to uphold the terms of the
19 agreement, I feel like he has not upheld his side of the
20 agreement. His interests have disappeared or been given
21 away, but he paid nothing for them. So --
22 BY MR. LIONEL:
23 Q. All I'm asking you is, is there something that
24 specifically says that each party agrees to uphold the
25 terms? That's all. I understand your point.

1 A. Okay. Well, then if you understand it, that's
2 my answer, I guess.
3 Q. No, no, no. All I'm saying is there is no
4 specific provision in the agreement that says we're
5 going to uphold the terms.
6 A. Okay. Then what --
7 Q. That's your allegation in your complaint.
8 MR. McDONALD: Well, the allegation says that
9 execution of the agreement is what they agreed to uphold
10 the terms with.
11 MR. LIONEL: That's not what it says.
12 MR. McDONALD: Yes, it says upon execution of
13 the agreement -- they agree to uphold the terms of the
14 agreement upon execution.
15 MR. LIONEL: And as a result, agreed to
16 perform certain duties.
17 MR. McDONALD: Correct.
18 I'm sorry, are you asking -- are you asking
19 him if that is referring to any specific terms in the
20 agreement or just the agreement in general?
21 MR. LIONEL: Exactly, exactly. No, either
22 it's in there or it's not.
23 A. I think 6(d) is very close to that. It
24 doesn't use the exact words. I believe 6(d) is very
25 close, SR002014.

1 BY MR. LIONEL:
2 Q. In 6(d)?
3 A. 6(d). It's SR002014 in the agreement.
4 Q. This is Paragraph 6. Okay?
5 A. Yes, so go to 6(d), right here, 6(d).
6 Q. "Seller and buyer further represent and
7 warrant that the representations, and indemnification
8 and payment obligations made in this agreement shall
9 survive closing." That's talking about surviving
10 closing.
11 A. Yes, that's part of it, but it also says that
12 the buyer represents and warrants that the
13 representations, indemnification and payment obligations
14 made in this agreement shall survive closing.
15 He never paid. Payment obligations. Payment
16 obligations isn't zero.
17 Q. You keep going off on that tack. All I'm
18 asking you is, tell me what provision of the agreement.
19 A. 6(d) is the answer.
20 Q. That's your answer. Anything else?
21 A. Oh, I don't know. I mean, again, I would have
22 to read this all again. At least 6(d), at least 6(d),
23 but you're as capable of reading this and going through
24 it as I am, at least 6(d).
25 MR. McDONALD: Which is a very important one.

BY MR. LIONEL:
Q. Anything else you know?
A. Well, when we contacted Mr. Rogich through Mr. McDonald's office, we asked them to notice us, as 7(a), in writing of certain facts. He never notified me in writing.
Q. I didn't ask that, anything about 7. I'm asking you have an allegation --
A. No, uphold the agreement. We're on --
Q. The agreement will uphold the agreement.
A. Yes, we're on 31. Well, he never notified what he did with his interests and why he did it.
Q. I didn't ask you that. I'm asking you what in the agreement said that they -- the parties agreed to uphold the terms of the agreement? That's all.
A. Actually at the end, you said anything else, is there anything else? So I said at least 6(d). I also think 7(a).
Q. Notices. Is that what you're talking about?
A. Yes, notices.
Q. Anything else?
A. His signature.
Q. Anything else?
A. 5(a).
Q. Anything else?

A. 3.
Q. Anything else?
A. And 2(a).
Q. Anything else?
A. No, I think that's it. I'd also like to clarify a previous question you asked me. TELD does appear in this agreement briefly. I think I answered no, but I forgot about that. I don't think it's a big deal but on Page 3 there at the bottom.
Q. Paragraph 32, "That defendant, Rogich has failed to maintain the obligations which he agreed upon as memorialized herein and in the agreement as described herein and thereby failed to act in good faith and has also failed to deal fairly in regards to upholding his defined duties under the agreement."
When you say he "failed to maintain the obligations which he agreed upon as memorialized herein," what are you referring to? Are you referring to obligations set forth in the complaint?
A. In the agreement.
Q. In the agreement?
A. Correct.
Q. "And as described herein, thereby failed to act in good faith."
How did he fail to act in good faith?

MR. McDONALD: Same objection.
A. Well, if we go to 2(a) and 3, basically it summarizes he's supposed to pay us money. He owes us money. It says, "Buyer shall owe seller the sum of 2,747,000." He hasn't paid, and he gave us -- his interest disappeared.
BY MR. LIONEL:
Q. "And also failed to deal fairly in regards to upholding his defined duties under the agreement." Is that the same answer?
MR. McDONALD: Same objection.
MR. LIONEL: Counsel, I want to hear from the witness.
MR. McDONALD: Right. I have my right to object.
THE WITNESS: He said "same objection." That's all he said.
MR. McDONALD: I wasn't talking to him. I was just asserting an objection.
THE WITNESS: He did say it kind of low, though.
BY MR. LIONEL:
Q. Is your answer the same as you just gave me, he failed to pay?
A. Yes. I'd say that's part of the answer, the

beginning of the answer, and the second part is if you're going to give away your interest, the agreement should say that you would notify -- says he should notify us or at least tell us. So I'd add that.
Q. Paragraph 25.
A. 25 or 35?
Q. 25.
A. 25.
Q. Excuse me. Forgive me. Forgive me. How about 33?
"As a direct result of the actions of defendants, plaintiffs have been damaged in an amount in excess of 10,000."
Same answer that you gave before to the two paragraphs dealing with -- similar to Paragraph 33?
A. Yes, sir.
Q. Let's go to the third claim, Paragraph 37. "Rogich represented at the time of the agreement that he would remit payment to Huerta and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD, LLC, and furthermore knew that the representations made by him in the agreement were in fact false with regard to tendering repayment or reasonably preserving the required interest so he could repay the debt in the future."

There's a lot in there.
A. Yes.
Q. And you know where I'm going to ask you.
A. No, not --
Q. What evidence do you have that Rogich knew or reasonably intended to transfer the acquired interest at the time of the agreement?
Let me go back a minute to the first sentence.
A. Okay.
Q. "Rogich represented at the time of the agreement that he would remit payment to Huerta and Go Global as required."
I understand what 2(a) says. Okay? What -- is there a specific representation besides that someplace in the agreement that he's going to pay it as it says in 2(a)?
A. Paragraph 3 of the agreement and also in Paragraph 1 of the agreement.
Q. What?
A. Also in Paragraph 1 of the agreement.
Q. All right. Anything else?
A. No.
Q. Now it says, "Rogich knew or reasonably intended to transfer the acquired interest to TELD."
Tell me about that. What evidence do you have

of that?
A. I think the proof is in the pudding in the fact that he did it and never told us and never paid us. He actually did and didn't tell us until like eight months after he did it, and he knew that we had four point something million dollars hanging out there that he agreed to pay us.
Q. Are you saying that in 2008 he intended to transfer the interest to TELD, all the interest?
A. Yes, I am.
Q. What is your evidence of that?
A. This agreement says that, "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." This is in 2008.
He never pays us a dime, doesn't even take us out to dinner, and in 2012, he transfers all of his interests to TELD presumably, supposedly, purportedly for free, but he actually didn't tell us that he did that until eight months after he did it. That's a free and clear --
Q. No, but did that mean four years earlier --
A. Yes, I think he planned it.
Q. You think he planned it?

A. Yes.
Q. And I'm asking you what evidence do you have of that?
A. I think the proof is in the pudding. He did it. He transferred his interests away for free. What else do we need?
Q. That's all you have?
A. Yes.
Q. Nothing else?
A. Yes.
Q. "And furthermore knew that the representations made by him in the agreement were in fact false with regard to tendering payment or reasonably preserving the acquired interest so he could repay the debt in the future."
How do you know that? What representations are you talking about?
A. The representations are in the Exhibit 1 of the agreement, this agreement, the purchase agreement. He represents that he is going to pay moneys. In the end, the fact is he doesn't pay moneys, and he walks away for free, and he says -- he says, "Buyer shall owe seller the sum of." He never paid. I don't think he ever intended to pay, and I think he said, "Hey, I'll get out of this. I'll hire a lawyer. It's cheaper not

to pay. I think it's cheaper not to pay." So he didn't pay. He gave away his interest. Again, eight months later he tells us. That's my evidence.
It's like if we show up at the scene of a car accident and there is a smashed car in the middle of an intersection, we presume that there was an accident. We didn't see the accident, but the car is all bashed up. The guy is hurting. You know, he's not feeling very well. You assume he's the driver. He smashed his car. He took the money; he didn't pay.
Q. I'm asking you what representations did he make in the agreement?
A. He said that he would pay us for our interests.
Q. Was that a representation, or was that an agreement?
A. It's a representation in the agreement.
Q. Do you know what a representation is?
MR. McDONALD: Objection, argumentative.
A. I believe so. He represented to us that he was going via this agreement --
BY MR. LIONEL:
Q. Was there something in the agreement which he said that -- you're talking about representation made by him in the agreement were in fact false.

1 I want to know what representation you're
2 talking about, what in the agreement?
3 MR. McDONALD: Asked and answered.
4 A. Where he was going to pay us for our
5 interests.
6 BY MR. LIONEL:
7 Q. Was that a representation?
8 MR. McDONALD: Same objection.
9 A. To my understanding, yes, it's a
10 representation in the agreement.
11 BY MR. LIONEL:
12 Q. That's what you're saying. That is the
13 representation, that he said he was going to pay it?
14 A. Yes, but, again, we also had meetings in his
15 office, and he told me to my face that he was going to
16 pay us all off, too. So it's not just this agreement,
17 not just this Exhibit 1.
18 Since you asked for anything else, I want to
19 make sure we're clear. He also told me to my face that
20 he would pay us.
21 Q. When did he do that?
22 A. In October of 2008 in his office and at Nevada
23 Title.
24 Q. But he never intended to pay you. That's what
25 you're saying?

1 A. Yes, I am saying that.
2 Q. And that when he told you that in 2008, he was
3 not -- not being truthful with you you're saying. Is
4 that what you're saying?
5 A. Yes.
6 Q. That's your position?
7 A. That's my position, in 2008.
8 Q. I understand.
9 A. I know. You didn't say it real clearly. I'm
10 making sure.
11 Q. Okay. All right. It's those representations
12 you just talked about that you relied upon. Okay?
13 A. Yes.
14 Q. Let's go to Paragraph 45, "That Nanyah
15 intended to invest a million five into Eldorado as a
16 capital investment for the benefit of that company,
17 which represented a benefit to Eldorado."
18 How do you know he intended to invest it into
19 Eldorado as distinct from Canamex?
20 A. Okay. So Nanyah Vegas was controlled or is
21 controlled by a gentleman named Yoav Harlap. It's been
22 established that I actually flew to Israel to meet with
23 him. Subsequent to that meeting that occurred in his
24 house in Herzliya --
25 Q. On Herschel?

1 A. Yes, and I flew back and had subsequent calls
2 with him.
3 At the time when I first met him, it was early
4 in 2007. The plan was that we were all going to go into
5 Canamex Nevada. All the information that had been sent
6 to him was about Canamex Nevada. It took awhile to
7 consummate that deal and for him to invest.
8 By the time he actually did invest, we
9 realized we're not going to do the Canamex deal. We're
10 not going to merge into the Giroux property. We're just
11 going to stick to our Eldorado Hills 160-acre property.
12 So he sent the money to Canamex Nevada. Then I said,
13 "Hey, look, Canamex isn't going to go forward right now.
14 We're just going to put the money into Eldorado Hills,
15 LLC. It's going to be capital contributed into Eldorado
16 Hills, LLC."
17 So I had the conversations with Mr. Harlap.
18 The money went from Canamex into Eldorado Hills, LLC,
19 which was more appropriate knowing that Canamex Nevada
20 wasn't going to own any property. Eldorado Hills did
21 own property, a valuable property in my opinion. So his
22 money went into Eldorado Hills, LLC, as it should have.
23 So that's how I know. I had the relationship with
24 Mr. Harlap.
25 Q. I think you just said -- correct me if I'm

1 wrong -- that when the million five came into Canamex,
2 you called Harlap and told him that you were going to
3 put it into Eldorado?
4 A. No, that's not what I said. I think that the
5 way it happened was I met with him early in '07 when we
6 were talking about Canamex. All the information I had
7 given him was about Canamex. By the time he agreed to
8 invest, he still had the Canamex information. I must
9 have sent it to him a long time before he wired it.
10 It would have been more appropriate for him to
11 just wire the money directly into Eldorado Hills, LLC.
12 About seven or eight months had passed, and the goal or
13 the terms of the Eldorado Hills project had changed. We
14 were no longer doing Canamex. He should have just sent
15 the money into Eldorado Hills, LLC. I didn't catch it
16 before he wired the money, but within a day or two --
17 you have the bank statement -- the money went from
18 Canamex right into Eldorado Hills, LLC.
19 Sig was aware of that as we discussed it. The
20 money should have just been sent into Eldorado Hills,
21 LLC. By the time Mr. Harlap invested, we were pretty
22 sure the Canamex Nevada deal wasn't going to go forward
23 at that point, still had a little bit of hopes that it
24 would, but it wasn't going forward at that time. So the
25 money went into Eldorado Hills. So I knew that.

Q. So the money came into the Canamex account, right?
A. Right.
Q. Which you had control over?
A. Yes.
Q. And did you notify Mr. Harlap and say -- I think you said before that when you got that money, you called him?
A. No, I think what I said before is that when we got the money, that we called Sig and let him know that the money arrived. You asked was Sig aware of that. That's what I remember I answered.
Q. No, I did not ask that question.
A. Yes, you did. You can go back --
Q. The record will show it.
A. Yes, correct.
Q. Are you saying that when you got that money, you didn't call Mr. Harlap? Is that what you're saying now?
A. I don't remember if I called him when I got the money. I'm answering specifically to Mr. Harlap. I don't recall at this point calling him and saying the money went into Canamex instead of Eldorado. I don't recall that.
Q. Did you ever tell him that?

A. Sure.
Q. When did you tell him that?
A. I met with him again in -- I would talk to him periodically, send him e-mails, but I met with him again in December -- in Israel, December 30th, I think, 2000 -- I believe it was '10, maybe '11, and we discussed the deal, discussed where Eldorado was at, and he knew then.
Oh, and prior to that, in 2008, when we were -- we, Mr. Rogich and I, were out raising money for Eldorado Hills, Pete Eliades was one potential investor that we were discussing the project with.
I also called Mr. Harlap and said we're raising money, told him about the FDIC situation and the loan, and I said, "This would be a time that you can increase your membership percentage in Eldorado if you invest more money and help pay the loan down." We're talking to other investors at the time. Eliades was one of them, and there was another investor that Sig knew. I can't remember. He's a poker player, though.
And so I told him, "Are you willing to invest more money?" And so I went over the transaction, went over the fact that the NDOT interchange was still in line, but they hadn't started construction yet, and he said, "No, I'm just going to leave my $1.5 million in

the project as it is." So I said okay.
So then right after that, within a month or two is when the Eliades transaction was formalized, signed, and kind of the rest is history. Eliades came in with Rogich who agreed to pay us our money.
Q. Between the time that the million five was wired, how often have you talked to Mr. Harlap?
A. How often? In the first year, much more often. So I probably spoke with him and/or e-mailed him seven or eight times. After that, I met with him once and probably e-mailed him once a year.
MR. LIONEL: Can we have those e-mails, Counsel? Both lawyers.
THE WITNESS: I don't know if I have them. I don't know if I save them that far back.
BY MR. LIONEL:
Q. Did you ever tell Mr. Harlap about the consulting fee?
MR. McDONALD: Object to the form.
BY MR. LIONEL:
Q. The 1,420,000.
A. We talked about that during the last deposition of Nanyah Vegas. You keep calling it a consulting fee. It was reclassified and was not a consulting fee.

Q. Reclassified as what?
A. It was a loan payment back to Go Global, which has been described ad nauseam during this deposition. Go Global had put in $4,100,000. It was paid back the $1.42 million, a loan payment. It was not a consulting fee. Melissa didn't want it as a consulting fee, and you referred to that during the Nanyah Vegas PMK. You didn't complete that thought, and I sat there and thought about it later. You got the times confused when her and I got into the discussion. You tried to pin it on an earlier time period in an unrelated topic. She didn't want it to be a consulting fee, and then we reclassified it, and it was just treated as a loan payment back to Go Global, not a consulting fee.
So it wasn't a consulting fee, and it didn't end up being a consulting fee, and I did not pay taxes on it as a consulting fee.
Q. Did you tell Mr. Harlap that Go Global received 1,420,000 coming as a result of the payment, of him sending a million five?
A. Yes.
Q. You told him that?
A. Yes.
Q. When did you tell him that?
A. I don't remember the exact date but after he

1 invested, and he was aware. He's gotten a breakdown of
2 what I invested in the deal, that after his money, my
3 net ended up being $2.7 million. Mr. Rogich invested
4 2.1 million and change into the deal. My other investor
5 invested 283,000 and change, that was Robert Ray, and
6 then he's aware that Eliades came in and paid off the
7 FDIC loan.
8 Q. You've not answered my question.
9 A. Yes, I did. I told you that after he
10 invested, I told him, and he also --
11 Q. Told him what?
12 A. That the -- where his money went, and he knows
13 the net amount invested in the Eldorado Hills by all
14 parties.
15 Q. Does he know that his money went to a money
16 market account of Eldorado and that a million four
17 twenty was taken out and given to Go Global?
18 A. He doesn't know about the money market part,
19 no, I don't think --
20 Q. Does he know -- he knows about the million
21 four twenty?
22 A. Yes.
23 Q. What did you tell him about the million four
24 twenty?
25 A. I don't remember the exact conversation.

1 There is no way that I would remember it. He knows that
2 I had advanced over $4 million or I had invested over $4
3 million into Eldorado and that we were raising money for
4 the project and that some of my $4 million was an
5 advancement, and I was going to get paid back supposedly
6 about a million five of it, which I didn't get in full
7 because Sig Rogich and I were supposed to be equal
8 members in it, and I was supposed to be at an equal part
9 with Sig, and he was coming in as an investor
10 additionally to Sig and I.
11 And then Robert Ray was also an investor, but
12 we were also talking to Dr. Nagy and one other guy, and
13 they never ended up investing. Those were Sig's
14 investors. So he knows all about that.
15 Q. But does he know specifically about the
16 million four twenty?
17 A. Yes.
18 Q. And he knows that it came out of his million
19 five?
20 MR. McDONALD: Object to form.
21 A. Yes.
22 BY MR. LIONEL:
23 Q. He knows that?
24 A. Yes.
25 Q. When did you tell him that?

1 MR. McDONALD: Asked and answered.
2 A. After he invested the million five.
3 BY MR. LIONEL:
4 Q. How long after?
5 A. I don't remember.
6 Q. Did you tell it to him in December of 2007?
7 A. I don't remember.
8 Q. How about 2008?
9 A. Yes, in 2008, sometime in 2008 for sure.
10 Q. Is that in the e-mails, or was that --
11 A. No. I would talk to him, yes, and I met with
12 him twice physically.
13 Q. Do you remember whether this was something you
14 told him face-to-face when you met with him?
15 A. Yes, correct.
16 Q. And what did he say?
17 A. He didn't say anything about that. He knew,
18 he knew before he invested what that money was for and
19 that Go Global had advanced a bunch of money for
20 Eldorado Hills, LLC.
21 Q. Are you saying that Mr. Harlap knew when he
22 wired that million five that you were going to take out
23 of there a million four twenty and give it to Go Global?
24 Is that what you're saying?
25 MR. McDONALD: Object to the form, misstates

1 testimony.
2 A. Yes.
3 BY MR. LIONEL:
4 Q. And he agreed to that?
5 A. Yes.
6 Q. When did he agree to that?
7 A. As part of his investment. We met and talked
8 about the investment.
9 Q. But we're talking about the million four
10 twenty out of the money that he wired in.
11 A. Yes, it was supposed to be a million five that
12 Go Global was going to be repaid. Go Global ended up
13 leaving some of the money in Eldorado Hills, LLC.
14 Q. And he knew that you would get the million
15 five?
16 A. Yes, in essence Go Global would have increased
17 its interests in Eldorado Hills, LLC, by the investments
18 it had made because at that time Mr. Rogich and I were
19 the majority members of Eldorado Hills, LLC. Okay? So
20 it was either Go Global increased its membership
21 interest or Go Global would keep its membership interest
22 where it was at and bring in another investor.
23 He was in essence taking a percentage of Go
24 Global's interest, he being Harlap, taking a percentage
25 of what Go Global's interests were.

1 If we take the pro rata share of the $4.1
2 million compared to all the capital invested into
3 Eldorado Hills, LLC, of which Rogich was part of, Go
4 Global would have been a much greater percentage-wise
5 owner than Rogich. Go Global would have been majority
6 or the largest investor.
7 When Nanyah agreed to come in, he was going to
8 become a member of our group, Eldorado Hills or Canamex.
9 It was going to be one or the other. Canamex didn't
10 happen. So when he came in, he in essence took what
11 would have been Go Global's interests at a total of $4.1
12 million down to the $2.7 million, and he was supposed to
13 own a percentage of Eldorado Hills, LLC.
14 That never was formalized. So he didn't get
15 it on paper. We didn't give him a K-1, but he's
16 supposed to have an interest in Eldorado Hills, LLC, and
17 he knew that he was taking out a percentage of my
18 membership in the company.
19 Q. And he knew that the million four twenty would
20 be taken out of the million five he wired?
21 A. He knew that it would be a million five. I
22 didn't end up taking all million five. Go Global didn't
23 take all million five. It only took a million four
24 twenty.
25 Q. Why was that?

1 A. Because Eldorado Hills needed money for
2 something at the time, and I left it in because I knew
3 the company needed capital, and Sig's investor didn't
4 come in like he was supposed to.
5 Q. Getting back to Mr. Harlap -- you're giving me
6 a lot of -- strike that.
7 You're telling me that he knew that a million
8 four twenty was given to Go Global which came out of his
9 million five?
10 A. He knew that it was going to be a million
11 five. I didn't tell him Go Global left 80,000.
12 Q. He knew that the million five would be for
13 what purpose?
14 A. Mr. Lionel, we have -- I wish I had a
15 chalkboard. Go Global had $4,100,000 invested in the
16 company at one time. When he agreed to invest, he was
17 going to reduce Go Global's interest in Eldorado Hills,
18 LLC, by a million five. That was the purpose. So he
19 was going to replace Go Global to a certain extent. Go
20 Global still had money invested in Eldorado Hills, LLC.
21 So he wasn't fully replacing Go Global with his purchase
22 of a million five. He was taking a portion of Go
23 Global's interests.
24 Q. And he knew that?
25 A. Yes.

1 Q. It wasn't that he was putting equity into
2 Eldorado, but he was taking part of Go Global's
3 interests.
4 MR. McDONALD: Object to the form.
5 BY MR. LIONEL:
6 Q. Is that right?
7 A. Rephrase that question. I don't understand
8 your question.
9 Q. You don't understand the question?
10 And the money was going to go back to Go
11 Global to lower the interest -- reduce the interest of
12 Go Global?
13 A. Correct.
14 Q. And he knew that?
15 A. Yes.
16 Q. And that's why he was sending a million five?
17 A. Yes. He was buying into the Eldorado Hills
18 project, just like Pete Eliades bought in, same way.
19 When Pete came in or TELD came in, he took a percentage
20 of Eldorado Hills, LLC, I think 60 percent. Who gave up
21 their interest for that? Other investors. He bought
22 our interest. Nanyah Vegas and Yoav Harlap was aware of
23 that as well. He said he realized that he was going to
24 have lesser interest, just like Go Global. Go Global
25 just was referred down to a noninterest-bearing debt at

1 the time in October of 2008, but Eliades bought a big
2 chunk of interest, same type of transaction.
3 Q. Why was there no agreement with Harlap?
4 A. I'm going to try to keep it simple because
5 I've already explained it. Harlap and I have a good
6 relationship. If he sends $1.5 million, it's supposed
7 to go into an investment. He invests all over the
8 world.
9 There should have been an agreement -- but
10 things changed rather dramatically in '07 and '08 -- or
11 some document. I never gave it to him, not on purpose,
12 but when Sig came in with Pete Eliades and says, "Hey,
13 we're going to buy everybody out, we have a agreement,"
14 I put Harlap in. Sig was supposed to pay money back.
15 Harlap is also in the agreement when Eliades
16 came in. Things were happening fast. A lot was going
17 on. Nanyah Vegas is in the agreement. I didn't give
18 him a certificate or a membership in Eldorado Hills,
19 LLC. I forgot to do it, and I explained that earlier.
20 It wasn't something that we ran like these
21 companies, like if it's a publicly traded company. It
22 was closely held. When I advanced the money into
23 Eldorado Hills, LLC, the $4.1 million that I had at one
24 point and was adding money throughout the time period
25 leading up to that amount, I didn't charge Eldorado

1 Hills, LLC, interest like most banks would or you would
2 or your Lionel foundation would. I didn't charge Sig
3 interest for that $4.1 million. I just put the money in
4 because the company needed the money.
5 Q. And you didn't charge it interest?
6 A. I didn't charge it interest.
7 Q. At all?
8 A. At all.
9 Q. For any of the advances?
10 A. For any. Oh, no, at the end, I did, but I
11 never got paid on that anyway. I think I ended up
12 sticking in $120,000 to make one last payment because
13 Sig again didn't have the money. I said, "I want to get
14 paid interest on this," because I needed to go borrow
15 that money myself.
16 Q. How much interest?
17 A. Oh, I don't remember.
18 Q. 22 percent?
19 A. Maybe. Yeah, okay, so you know about it.
20 Yeah, but I had to borrow it.
21 Q. Of course I know about it.
22 A. Yeah, okay, so I had to borrow it. So I
23 charged interest, but the rest of the money, the $4
24 million, I didn't charge any interest to the company. I
25 could have.

1 I got negative 22 percent is what I got, plus.
2 Invest with Sig Rogich and you get negative.
3 Q. Paragraph 48, "Unknown to Nanyah, Rogich and
4 Eldorado decided afterwards" -- that would be after
5 October 2008 -- "they were not going to repay Nanyah or
6 buy out their equity interest."
7 How do you know what they decided, just
8 because they didn't?
9 A. Mr. Lionel, do we not know -- I'm making a
10 statement. Do we not know now that Rogich claims that
11 he gave away his interest in Eldorado Hills, LLC, or is
12 that a fact that is going to be in dispute by your side?
13 Q. I'm going to ask the questions.
14 A. Okay. So from what I've been told,
15 Mr. Lionel, Mr. Rogich has given away his interest in
16 Eldorado Hills, LLC. So this statement, 48, that you
17 like to read here, "Unknown to Nanyah, Rogich and
18 Eldorado decided afterwards that they were not going to
19 repay Nanyah or buy out their equity interest," we know
20 that -- well, I believe -- I haven't seen the document,
21 according to what Mr. Rogich has said, he's given away
22 his interest in Eldorado Hills, LLC. So he didn't pay
23 Nanyah. He plans on not paying him from what he told
24 me. He says, "I gave away my interest so I don't have
25 to pay anything." That's what Sig told me in October of

1 2012.
2 Q. When did he tell you that?
3 A. October of 2012.
4 Q. Was that in the phone call you're talking
5 about?
6 A. In a phone call, yeah. Maybe it was
7 September, but I think it was October.
8 Q. That's the one phone call you've talked about?
9 A. Yes, and then we followed up with
10 correspondence to Mr. Rogich.
11 Q. What did you say when he said that?
12 A. You already asked me that question. I said,
13 "Sig, that doesn't sound right. How can you give away?
14 What did you get for it?" He said, "Nothing."
15 And, again, he told me about seven or eight
16 months after he purportedly gave away his interest. He
17 never told me when he did it, at the time that he did
18 it.
19 Q. Paragraph 51 talks about, "As a direct result
20 of the actions of defendants, plaintiffs have been
21 damaged in an amount in excess of $10,000."
22 Is that basically what you said before?
23 A. Yes. Nanyah Vegas hasn't paid any legal fees
24 in this yet, but they will. So I'm sure it's going to
25 be a lot more than $10,000.

1 And, again, same thing for them, yes, he could
2 have had the million and a half and at least earned
3 interest on it.
4 MR. LIONEL: I think that's all that I have.
5 THE WITNESS: That's great.
6 MR. McDONALD: Let's go off the record.
7 (Whereupon, there was a discussion off the
8 record.)
9 MR. McDONALD: I don't have any questions.
10 THE REPORTER: Mr. McDonald, do you want a
11 copy of the transcript?
12 MR. McDONALD: Yes, just an eTran.
13 THE REPORTER: And the exhibits?
14 MR. McDONALD: Do you think we'll want the
15 exhibits, Carlos?
16 THE WITNESS: We have them here. So no.
17 MR. McDONALD: And send it to my office, and
18 I'll notify him.
19 (Whereupon, the deposition ws concluded at
20 3:30 p.m.)
21
22
23
24
25

CERTIFICATE OF WITNESS

PAGE	LINE	CHANGE	REASON

* * * * *

I, CARLOS A. HUERTA, witness herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition.

_____
CARLOS A. HUERTA

This _____day of _____, 2014

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Marilyn L. Speciale, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:

That I reported the taking of the deposition of the witness, CARLOS A. HUERTA, at the time and place aforesaid;

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate record of testimony provided by the witness at said time to the best of my ability.

I further certify (1) that I am not a relative, employee or independent contractor of counsel of any of the parties; nor a relative, employee or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCP 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 10th day of May, 2014.

_____
MARILYN L. SPECIALE, CRR,RPR,CCR#749

EXHIBIT 14

Therese Shanks

From:	Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent:	Monday, October 16, 2017 2:31 PM
To:	Mark Simons
Subject:	FW: CanaMex Nevada 2007 K-1
Attachments:	Nanyah Vegas CanaMex 2007 K-1.pdf

From: srellamas@gmail.com [mailto:srellamas@gmail.com] **On Behalf Of** Summer Rellamas
Sent: Saturday, April 12, 2008 1:13 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada 2007 K-1

Hello Mr. Harlap. Attached is your 2007 IRS Form K-1 for your investment in CanaMex Nevada LLC. Please let me know if you have any questions.

--
Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
Las Vegas, NV 89120
P: (702) 617-9861 x101
F: (702) 617-9862

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

651107

Schedule K-1 (Form 1065)

Department of the Treasury Internal Revenue Service

2007

For calendar year 2007, or tax year beginning DECEMBER 3, 2007 ending DECEMBER 31, 2007

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0099

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
26-1508635

B Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
C/O GO GLOBAL INC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
APPLIED FOR

F Partner's name, address, city, state, and ZIP code
NANYAH VEGAS, LLC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	99.0000000%	99.0000000%
Loss	99.0000000%	99.0000000%
Capital	99.0000000%	99.0000000%

K Partner's share of liabilities at year end:

Nonrecourse $
Qualified nonrecourse financing $
Recourse $ 0.

L Partner's capital account analysis:

Beginning capital account $
Capital contributed during the year $ 1,500,000.
Current year increase (decrease) $ <2,515.>
Withdrawals & distributions $( )
Ending capital account $ 1,497,485.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss) <2,515.>
2 Net rental real estate income (loss)
3 Other net rental income (loss)
4 Guaranteed payments
5 Interest income
6a Ordinary dividends
6b Qualified dividends
7 Royalties
8 Net short-term capital gain (loss)
9a Net long-term capital gain (loss)
9b Collectibles (28%) gain (loss)
9c Unrecaptured sec 1250 gain
10 Net section 1231 gain (loss)
11 Other income (loss)
12 Section 179 deduction
13 Other deductions
14 Self-employment earnings (loss) A 0.

*See attached statement for additional information.

15 Credits
16 Foreign transactions
17 Alternative min tax (AMT) items
18 Tax-exempt income and nondeductible expenses
19 Distributions
20 Other information

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

9 2
19340410 796474 CANA8635 2007.05040 CANAMEX NEVADA, LLC C/O GO CANA8631

NAN_000270

JA_005606

EXHIBIT 15

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

Schedule K-1 (Form 1065)

Department of the Treasury Internal Revenue Service

2010

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.

Part I Information About the Partnership

A Partnership's employer identification number
26-1508635

B Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
APPLIED FOR

F Partner's name, address, city, state, and ZIP code
NANYAH VEGAS, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	99.00000 %	99.00000 %
Loss	99.00000 %	99.00000 %
Capital	99.00000 %	99.00000 %

K Partner's share of liabilities at year end:
Nonrecourse . . . . . $
Qualified nonrecourse financing . . . . . $
Recourse . . . . . $

L Partner's capital account analysis:
Beginning capital account . . . . . $ 1,497,695.
Capital contributed during the year . . . $
Current year increase (decrease) . . . . $ -10.
Withdrawals and distributions . . . . . $
Ending capital account . . . . . $ 1,497,685.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) -10.	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		19	Distributions
12	Section 179 deduction		
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

PTPA0312 01/25/11

NAN_000390

JA_005609

EXHIBIT 16

651107

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2007

For calendar year 2007, or tax year beginning ____ ending ____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions

[ ] Final K-1 [ ] Amended K-1 OMB No. 1545-0099

Part I Information About the Partnership

A Partnership's employer identification number
59-3817718

B Partnership's name, address, city, state, and ZIP code
ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D [ ] Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
20-5708487

F Partner's name, address, city, state, and ZIP code
EDDYLINE INVESTMENTS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

G [ ] General partner or LLC member-manager [X] Limited partner or other LLC member

H [X] Domestic partner [ ] Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.0000000%	0.1700000%
Loss	0.0000000%	0.1700000%
Capital	0.0000000%	0.1700000%

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$ 35,700.
Recourse	$ 0.

L Partner's capital account analysis:

Beginning capital account	$
Capital contributed during the year	$ 50,000.
Current year increase (decrease)	$ <334.
Withdrawals & distributions	$ ( )
Ending capital account	$ 49,666.

[ ] Tax basis [ ] GAAP [ ] Section 704(b) book
[ ] Other (explain)

For IRS Use Only

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	<1.>
2 Net rental real estate income (loss)	<382.>
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	49.
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	A 0.
15 Credits	
16 Foreign transactions	
17 Alternative min tax (AMT) items	
18 Tax-exempt income and nondeductible expenses	
19 Distributions	
20 Other information	A 49.

* See attached statement for additional information.

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065. Schedule K-1 (Form 1065) 2007

711361
12-31-07

16320411 796474 ELDO7718 2007.05040 ELDORADO HILLS, LLC

RT0197

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Schedule K-1 (Form 1065)

Department of the Treasury Internal Revenue Service

2007

For calendar year 2007, or tax year beginning ____ ending ____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
59-3817718

B Partnership's name, address, city, state, and ZIP code
ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D [ ] Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[redacted]

F Partner's name, address, city, state, and ZIP code
THE RAY FAMILY TRUST
82 PANORAMA CREST AVE.
LAS VEGAS, NV 89135

G [ ] General partner or LLC member-manager [X] Limited partner or other LLC member

H [X] Domestic partner [ ] Foreign partner

I What type of entity is this partner? TRUST

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.0000000%	0.9500000%
Loss	0.0000000%	0.9500000%
Capital	0.0000000%	0.9500000%

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$ 199,500.
Recourse	$ 0.

L Partner's capital account analysis:

Beginning capital account	$
Capital contributed during the year	$ 283,562.
Current year increase (decrease)	$ <1,272.>
Withdrawals & distributions	$( )
Ending capital account	$ 282,290.

[ ] Tax basis [ ] GAAP [ ] Section 704(b) book
[ ] Other (explain)

[ ] Final K-1 [ ] Amended K-1 OMB No. 1545-0099

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	<6.>
2 Net rental real estate income (loss)	<1,454.>
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	189.
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	A 0.
15 Credits	
16 Foreign transactions	
17 Alternative min tax (AMT) items	
18 Tax-exempt income and nondeductible expenses	C* 1.
19 Distributions	
20 Other information	A 189.

*See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

711261
12-31-07

16320411 796474 ELDO7718 2007.05040 ELDORADO HILLS, LLC

RT0200

EXHIBIT 17

651107

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2007

For calendar year 2007, or tax year beginning ____ ending ____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0099

Part I Information About the Partnership

A Partnership's employer identification number
59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D [ ] Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
20-5509798

F Partner's name, address, city, state, and ZIP code

ANTONIO NEVADA, LLC
3441 S. EASTERN AVE.
LAS VEGAS, NV 89169

G [ ] General partner or LLC member-manager [X] Limited partner or other LLC member

H [X] Domestic partner [ ] Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	9.9400000%	0.0000000%
Loss	9.9400000%	0.0000000%
Capital	9.9400000%	0.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$ 0.
Recourse	$ 0.

L Partner's capital account analysis:

Beginning capital account	$ 2,995,863.
Capital contributed during the year	$ 19,238.
Current year increase (decrease)	$ <15,101.>
Withdrawals & distributions	$(3,000,000.)
Ending capital account	$ 0.

[ ] Tax basis [ ] GAAP [ ] Section 704(b) book
[ ] Other (explain)

For IRS Use Only

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	<70.>
2 Net rental real estate income (loss)	<17,260.>
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	2,242.
6a Ordinary dividends	
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	A 0.
15 Credits	
16 Foreign transactions	
17 Alternative min tax (AMT) items	
18 Tax-exempt income and nondeductible expenses	C* 13.
19 Distributions	A 3,000,000.
20 Other information	A 2,242.

*See attached statement for additional information.

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

16320411 796474 ELDO7718 2007.05040 ELDORADO HILLS, LLC

RT0192

JA_005614

EXHIBIT 18

Expanded Capital Account Summary

Name ELDORADO HILLS, LLC

I.D. Number 59-3817718

Partner Number	Name / Address	Partner's Identification Number	Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
1	GO GLOBAL, INC. 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	88-0432565	668,619.	3,240,000.	<97,470.>	1,079,619.	2,731,530.
2	THE ROGICH FAMILY 2004 FAMILY IRREVOC 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	20-6200429	831,259.	1,403,625.	<97,472.>	209,619.	1,927,793.
3	ANTONIO NEVADA, LLC 3441 S. EASTERN AVE. LAS VEGAS, NV 89169	20-5509798	2,995,863.	19,238.	<16,101.>	3,000,000.	0.
4	EDDYLINE INVESTMENTS, LLC 3060 E. POST RD., STE. 110 LAS VEGAS, NV 89120	20-5708487		50,000.	<334.>		49,666.

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
4,495,741.	4,996,425.	<211,649.>	4,289,238.	4,991,279.

Expanded Capital Account Summary

Name ELDORADO HILLS, LLC

I.D. Number 59-3817718

Partner Number		Partner's Identification Number
5	THE RAY FAMILY TRUST 82 PANORAMA CREST AVE. LAS VEGAS, NV 89135	[redacted]

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
	283,562.	<1,272.>		282,290.

Partner Number		Partner's Identification Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital

Partner Number		Partner's Identification Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital

Partner Number		Partner's Identification Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
4,495,741.	4,996,425.	<211,649.>	4,289,238.	4,991,279.

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Attorneys for Defendant
ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company, Plaintiffs, vs. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive, Defendants.	Case No. A-13-686303-C Dept. No. XXVII **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5 RE: PAROL EVIDENCE RULE** Hearing Date: March 20, 2019 Hearing Time: 9:00 a.m.
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.	**CONSOLIDATED WITH:** Case No. A-16-746239-C

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DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5 RE: PAROL EVIDENCE RULE

Defendant Eldorado Hills, LLC ("Eldorado") opposes Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Motion").[1] This Opposition is based on the following Memorandum of Points of Authorities and any oral argument heard by the Court.

DATED this 8th day of March, 2019.

BAILEY❖KENNEDY

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

Attorneys for Defendant
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nanyah's Motion is legally and factually deficient with respect to Eldorado. Nanyah attempts to assert the parol evidence rule against Eldorado ***when it does not have a written contract with Eldorado***. As this Court is well aware, the parol evidence rule only applies if there is a written contract. Nanyah's ***only*** claim against Eldorado is for equitable unjust enrichment—which is the antithesis of a written contract. Even if Nanyah is permitted to proceed on its abandoned and waived implied-in-fact contract claim (which it should not be), there is still no written agreement to trigger the parol evidence rule.

Further, Nanyah's description of this Court's Summary Judgment Order is cut from whole cloth.[2] This Court ***never*** made any findings of fact or conclusions of law that "Eldorado had an 'obligation' to repay Nanyah its $1.5 million" or that "the Rogich Trust agreed to repay Nanyah its

[1] Nanyah failed to comply with EDCR 2.47 prior to the filing of this Motion *in Limine*.

[2] The "Summary Judgment Order" refers to this Court's October 5, 2018 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

$1.5 million investment on Eldorado's behalf."[3] Quite to the contrary, the Summary Judgment Order includes specific findings that "the Rogich Trust shall remain ***solely responsible*** for any claims by [Nanyah] as set forth in this section above," and that "any amounts owing to [Nanyah], 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 agreements, shall be satisfied ***solely by the Rogich Trust***."[4] Simply, if the Rogich Trust is "solely responsible," Eldorado is not liable. Regardless, there are absolutely no findings in the Summary Judgment Order that would support invocation of the parol evidence rule against Eldorado. The Motion should be denied.

II. ARGUMENT

A. Legal Standard.

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

B. The Parol Evidence Rule Does Not Apply to Eldorado.

The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120 Nev. 82, 91, 86 P.3d 1032, 1037 (2004) ("The parol evidence rule does not permit the admission of evidence that would change the contract terms when the terms of a ***written agreement*** are clear, definite, and unambiguous.") (emphasis added). Even Nanyah's Motion recognizes that the parol evidence rule only applies if there is a written contract.[5] Yet Nanyah conveniently ignores the undisputed fact that it has no written contract with Eldorado, and thus no basis to invoke the parol

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[3] Mot., 3:11-13, filed Feb. 15, 2019.

[4] Summary Judgment Order, 5:4-15 (emphasis added).

[5] Mot., 3:23-4:13.

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evidence rule against Eldorado. To be sure, Nanyah's ***only*** claim against Eldorado is for equitable unjust enrichment, which can only apply in the absence of a written contract. *LeasePartners Corp. v. Brooks Trust*, 113 Nev. 747, 755–56, 942 P.2d 182, 187 (1997).[6] To the extent Eldorado seeks to introduce any documents and/or testimony at trial, it will not contradict any written agreement to which Eldorado is a party, ***as no such agreement exists***. Thus, the Motion should be denied.[7]

C. <u>The Summary Judgment Order Does Not Contain Any Findings Supporting Invocation of the Parol Evidence Rule Against Eldorado.</u>

Nanyah bases a portion of its Motion on this Court's findings of fact and conclusions of law in the Summary Judgment Order. There are no findings that Eldorado agreed to pay back Nanyah, or that Eldorado was liable for Nanyah's so-called investment. On the contrary, there is a specific finding that "the Rogich Trust shall remain ***solely responsible*** for any claims by [Nanyah] as set forth in this section above."[8] The Court also found that "any amounts owing to [Nanyah], 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 agreements, shall be satisfied ***solely by the Rogich Trust***."[9] Clearly, if the Rogich Trust is "solely responsible," Eldorado is not liable. Regardless, there are absolutely no findings in the Summary Judgment Order that would support invocation of the parol evidence rule against Eldorado. There are no findings regarding any written contract between Nanyah and Eldorado. On the contrary, the Summary Judgment Order confirms that no written contract actually exists between Eldorado and Nanyah, as it explicitly includes the parties to every contract at issue and never mentions Eldorado.[10] The Motion should be denied.

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[6] The parol evidence rule does not apply to an unjust enrichment claim. *See, e.g., Nelson v. Gish*, 644 P.2d 980, 983 (Id. Ct. App. 1982).

[7] As mentioned above, Nanyah has attempted to proceed on an implied-in-fact contract claim that it previously waived and abandoned back in 2013. Regardless of whether Nanyah is permitted to proceed on such a claim, the Motion must still be denied, as the parol evidence rule cannot bar evidence relating to an implied contract. To be clear, the type of evidence that Nanyah seeks to preclude is the only evidence that could actually prove such a tacit agreement. *See Certified Fire. Prot., Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 380, 283 P.3d 250, 256 (2012).

[8] Summary Judgment Order, 5:4-9.

[9] *Id.*, 5:10-15.

[10] *See generally id.*

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III. CONCLUSION

There is no written contract between Eldorado and Nanyah, as evidenced by the fact that Nanyah does not have a breach of contract claim against Eldorado. Instead, Nanyah is solely pursuing an unjust enrichment claim, which does not invoke the parol evidence rule. Thus, the Motion should be denied.

DATED this 8th day of March, 2019.

BAILEY❖KENNEDY

By: */s/ Joseph A. Liebman*
DENNIS L. KENNEDY
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Attorneys for Defendant
ELDORADO HILLS, LLC

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 8th day of March, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5 RE: PAROL EVIDENCE RULE** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ. **SIMONS LAW, PC** 6490 So. McCarran Blvd., #20 Reno, NV 89509	Email: mark@mgsimonslaw.com *Attorneys for Plaintiff* NANYAH VEGAS, LLC
SAMUEL S. LIONEL, ESQ. BRENOCH WIRTHLIN, ESQ. **FENNEMORE CRAIG, P.C.** 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101	Email: slionel@fclaw.com bwirthlin@fclaw.com *Attorneys for Defendant* SIG ROGICH aka SIGMUND ROGICH, Individually and as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST, and IMITATIONS, LLC
MICHAEL V. CRISTALLI JANIECE S. MARSHALL **GENTILE CRISTALLI MILLER ARMENI SAVARESE** 410 South Rampart Blvd., Suite 420 Las Vegas, NV 89145	Email: mcristalli@gcmaslaw.com jmarshall@gcmaslaw.com *Attorneys for Defendants* SIG ROGICH aka SIGMUND ROGICH as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST

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

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DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company, Plaintiffs, vs. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive, Defendants.	Case No. A-13-686303-C Dept. No. XXVII **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 6 RE: DATE OF DISCOVERY** Hearing Date: March 20, 2019 Hearing Time: 9:00 a.m.
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.	**CONSOLIDATED WITH:** Case No. A-16-746239-C

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DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 6 RE: DATE OF DISCOVERY

Defendant Eldorado Hills, LLC ("Eldorado") opposes Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 6 Re: Date of Discovery (the "Motion").[1] This Opposition is based on the following Memorandum of Points of Authorities and any oral argument heard by the Court.

DATED this 8th day of March, 2019.

BAILEY❖KENNEDY

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

Attorneys for Defendant
ELDORADO HILLS, LLC

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nanyah's Motion is less than clear. In one breath, Nanyah seeks an Order *in Limine* precluding the introduction of evidence contradicting Nanyah's discovery of the Rogich's Trust's transfer of its membership interest to the Eliades Trust in 2012.[2] In another breath, Nanyah groundlessly seeks an Order *in Limine* precluding ***any evidence*** relating to the accrual of Nanyah's unjust enrichment claim against Eldorado—***an issue this Court already determined is a question of fact for the jury***.[3] Eldorado has no issue with the former request—it has every issue with the latter request.[4] Eldorado is fully entitled to present evidence relating to its statute of limitations defense, most notably that Nanyah was aware ***or*** should have been aware in 2007 or 2008 that it did not receive the membership interest to which it was supposedly entitled for its $1,500,000.00 payment. Eldorado will present evidence to the jury showing that instead of receiving an interest in Eldorado,

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[1] Nanyah failed to comply with EDCR 2.47 prior to the filing of this Motion *in Limine*.

[2] *See, e.g.*, Mot., 4:22-28.

[3] *See, e.g.*, Mot., 2:2-10.

[4] The transfer from the Rogich Trust to the Eliades Trust occurred in 2012, so it is certainly not surprising that Nanyah did not learn about it until 2012.

Nanyah received an interest in Canamex Nevada, LLC ("Canamex"), a completely separate entity, and received required tax documents from that entity. Nanyah will also elicit testimony from Nanyah's principal—Yoav Harlap—and Nanyah's self-described "steward"—Carlos Huerta—showing that they were well aware in 2007 and 2008 that Nanyah did not receive what it supposedly bargained for. Nanyah has not presented any legal or factual basis to preclude such evidence, nor to take this issue completely out of the jury's hands. The Motion should be denied.[5]

II. RELEVANT FACTS

A. Nanyah's Unjust Enrichment Claim is Based on an Alleged Investment—Not an Alleged Loan.

As explained below, Nanyah admitted that it did not provide $1,500,000.00 in December of 2007 as a loan to Eldorado. Instead, Nanyah admitted that it paid $1,500,000.00 for a membership interest in Eldorado (*i.e.*, an investment). The following statements are from Nanyah's own legal brief—which was successfully submitted to the Court in order to stave off summary judgment on Eldorado's statute of limitations defense. Specifically, Nanyah made the following admissions.

- "***At the time of Nanyah's investment into Eldorado***, Eldorado failed to properly issue Nanyah its ***membership interest***…."[6]
- "Mr. Harlap's testimony was absolutely crystal clear that he invested $1.5 million into Eldorado, ***was promised a membership interest*** and defendants have not honored that commitment."[7]
- "Nanyah invested $1.5 million into Eldorado ***to be a member in that entity***."[8]
- "Eldorado never gave Nanyah anything in exchange for taking Nanyah's money even though

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[5] Consistent with the argument raised in its Joinder to Motion for Summary Judgment, filed March 5, 2018, Eldorado will seek a jury instruction that it is irrelevant when Nanyah knew or should have known of its failure to obtain a membership interest in Eldorado, as there is no discovery rule codified in NRS 11.190(2)(c). To the extent the Court disagrees, Eldorado will pursue the admission of exhibits and elicit testimony (from Nanyah itself) showing that Nanyah was aware or should have been aware in 2007 and 2008 that it had not received the Eldorado membership interest to which it claims it was entitled.

[6] Opposition to Mot. for Summ. Judg.; Countermot. For Summ. Judg.; and Countermot. for NRCP 56(f) Relief., 6:11-13, filed March 19, 2018 (emphasis added).

[7] *Id.*, 21: n. 23 (emphasis added).

[8] *Id.*, 31:8-9 (emphasis added).

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Nanyah ***was entitled to receive a membership interest in Eldorado***."[9]

- "Nanyah had a claim to a ***membership interest***…."[10]
- "The evidence is undisputed that Nanyah paid $1.5 million in cash to Eldorado as a capital contribution ***to be a member in that entity***."[11]
- "Nanyah invested $1.5 million into Eldorado in exchange for a ***membership interest***."[12]
- "However, due to Eldorado's oversight, Eldorado never issued a ***membership interest*** to Nanyah."[13]

Based on these statements, Nanyah conceded that its unjust enrichment claim is not based on some alleged loan to Eldorado (no such loan exists)—it is based on the premise that Eldorado supposedly should have issued Nanyah a membership interest in December of 2007. Eldorado intends to present evidence and elicit testimony (from Nanyah itself) that Nanyah was supposed to receive a membership interest in Eldorado in 2007, and that it was well aware or should have been aware that it did not receive that interest. Instead, it received a membership interest in a different entity—Canamex. Based on this evidence, Eldorado will argue to the jury that Nanyah's unjust enrichment claim accrued at the time of Eldorado's alleged failure to ***concurrently*** provide a membership interest in exchange for Nanyah's $1,500,000.00 payment.

B. <u>The Summary Judgment Order Does Not Contain Any Findings Regarding a Loan to Eldorado.</u>

Nanyah bases a portion of its Motion on this Court's findings of fact and conclusions of law in the Summary Judgment Order.[14] This Court never made any findings of fact or conclusions of law that "Eldorado had an 'obligation' to repay Nanyah its $1.5 million" or that "the Rogich Trust

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[9] *Id.*, 31:10-12 (emphasis added).

[10] *Id.*, 32:4-5 (emphasis added).

[11] *Id.*, 45:22-24 (emphasis added).

[12] *Id.*, 50:16-17 (emphasis added).

[13] *Id.*, 50:22-23 (emphasis added).

[14] The "Summary Judgment Order" refers to this Court's October 5, 2018 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.

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agreed to repay Nanyah its $1.5 million investment on Eldorado's behalf."[15] On the contrary, there is a specific finding that "the Rogich Trust shall remain solely responsible for any claims by [Nanyah] as set forth in this section above."[16] The Court also found that "any amounts owing to [Nanyah], 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 agreements, shall be satisfied solely by the Rogich Trust."[17] Clearly, if the Rogich Trust is "solely responsible," Eldorado is not liable. Regardless, there are absolutely no findings of fact or conclusions of law regarding an alleged loan to Eldorado.

II. ARGUMENT

A. Legal Standard.

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

B. Nanyah Has Not Supported Its Motion With Any Relevant Authority.

To be clear, despite Nanyah's current claims to the contrary, Nanyah's unjust enrichment claim is based on an alleged investment in Eldorado—not an alleged loan to Eldorado. Nanyah has admitted this numerous times. Further, there are no findings of fact or conclusions of law in this Court's recent Summary Judgment Order stating that Eldorado has any contractual loan obligation to Nanyah. However, there is evidence that Nanyah was aware or should have been aware in 2007 and 2008 that it had not received the membership interest in Eldorado to which it claims it was entitled.

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[15] Mot., 3:22-25-, filed Feb. 15, 2019.

[16] Summary Judgment Order, 5:4-9.

[17] *Id.*, 5:10-15.

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Nanyah was issued a membership interest in Canamex, a separate entity, and received K-1's from that particular entity. Certainly this would have alerted any reasonable investor to the fact that it did not receive what it supposedly bargained for. Assuming Eldorado's pending Motion for Summary Judgment is denied and Eldorado is forced to defend itself at trial, Eldorado intends to present ample evidence and elicit testimony (from Nanyah itself) proving that Nanyah was aware or should have been aware in 2007 or 2008 that it did not receive an Eldorado membership interest. Nanyah's claim that it did not learn about the Rogich Trust's transfer of its Eldorado membership interest to the Eliades Trust in 2012 ***does not change the fact*** that Nanyah was aware or should have been aware that it did not receive its Eldorado membership interest in 2007 and 2008 at the time it paid its $1,500,000.00. Statements regarding alleged maturity dates are irrelevant, as there are no loans at issue. The jury is entitled to determine the date of accrual of Nanyah's unjust enrichment claim against Eldorado, and there is no legal or factual basis for Nanyah to preclude any evidence at this time. The Motion should be denied.

III. CONCLUSION

Nanyah's Motion—if granted—would essentially result in the complete dismissal of Eldorado's statute of limitations defense. There is no legal or factual basis to provide any such relief. This Court has already determined that the accrual of Nanyah's unjust enrichment claim is a question of fact for the jury. The Motion should be denied.

DATED this 8th day of March, 2019.

BAILEY❖KENNEDY

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

Attorneys for Defendant
ELDORADO HILLS, LLC

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 8th day of March, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S MOTION IN LIMINE # 6 RE: DATE OF DISCOVERY** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ. **SIMONS LAW, PC** 6490 So. McCarran Blvd., #20 Reno, NV 89509	Email: mark@mgsimonslaw.com *Attorneys for Plaintiff* NANYAH VEGAS, LLC
SAMUEL S. LIONEL, ESQ. BRENOCH WIRTHLIN, ESQ. **FENNEMORE CRAIG, P.C.** 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101	Email: slionel@fclaw.com bwirthlin@fclaw.com *Attorneys for Defendant* SIG ROGICH aka SIGMUND ROGICH, Individually and as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST, and IMITATIONS, LLC
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/s/ Sharon L. Murnane
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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 OPPOSITION TO ROGICH DEFENDANT'S MOTION TO COMPEL**

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Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel, Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following opposition to the Motion to Compel Production of Plaintiff's Tax Returns and For Attorneys' Fees on Order Shortening Time (the "Motion") filed by Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively referred to herein as the "Rogich Defendants."

I. THIS MOTION IS BASELESS AND APPROPRIATE SANCTIONS SHOULD BE ISSUED AGAINST THE ROGICH DEFENDANTS.

The present motion was filed over five (5) months **after** the Court entered its October 5, 2018 Order (the "Order"). See **Exhibit 1**. The Court's Order found as undisputed facts and as matters of law that Nanyah invested $1.5 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its investment and that the Rogich Trust "specifically assumed" Eldorado's obligation to repay Nanyah its $1.5 million invested into Eldorado. Specifically, the following are undisputed facts and rulings of law contained in the Court's Order:

> 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**. . . .
>
> . . .
>
> 4. . . . **the agreements identified 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**.
>
> . . .
>
> 5.a.ii The October 30, 2008, Purchase Agreement **states** at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. **This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its $1,500,000.00 investment**.
>
> . . .
>
> 5.b.i. The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's $1,500,000 investment into Eldorado at Exhibit D

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which **clearly and unequivocally states** the following: **Seller [Rogich Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's $1,500,000 investment into Eldorado.**

. . .

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.**

. . .

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).

15. Based on the above, **the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah . . . .**

. . .

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.

See **Exhibit 1**. (emphasis added).

The foregoing undisputed facts and conclusions of law demonstrate unequivocally that Nanyah invested $1.5 million into Eldorado. This finding is both an "undisputed fact"

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and a conclusive ruling "as a matter of law" based upon the clear and unambiguous terms of the various agreements.

Despite the foregoing, the Rogich Defendants file this belated Motion in bad faith contending that there is a question "whether [Nanyah's] purported 'investment' was in Eldorado Hills . . . ." Mot., p. 9:25-26. The Rogich Defendants' contention is obviously asserted in bad faith since there is no question whether Nanyah invested $1.5 million into Eldorado. The Court has previously ruled as an undisputed fact and as a matter of law that Nanyah did invest $1.5 million into Eldorado. Since there is no question of fact as to Nanyah's investment into Eldorado, and given that the various contracts state "as a matter of law" that Nanyah invested $1.5 million into Eldorado, this Motion is baseless, makes false statements to this Court and is clearly asserted in bad faith.

II. NANYAH'S INTERNAL FINANCES ARE IRRELEVANT TO THE ISSUES IN THIS LITIGATION.

As detailed above, Nanyah's investment of $1.5 million is undisputed and cannot be disputed as a matter of law. Therefore, the Rogich Defendants' request for Nanyah's tax returns is irrelevant, immaterial and seeks information that has no bearing on any viable issue in this litigation. As the Rogich Defendants' Motion admits, they are only seeking this information in an attempt to dispute this Court's undisputed findings of fact and the Court's conclusions of law. As such, the Motion must be denied.

III. THE PAROL EVIDENCE RULE BARSTHE USE OF THE INFORMATION SOUGHT.

For over a century, the Nevada Supreme Court has held that parol evidence is inadmissible as follows: "When parties reduce a contract to writing, all prior oral negotiations and agreements are merged in the writing, and the instrument must be treated as containing the whole contract, and parol [evidence] is not admissible to alter its terms." Gage v. Phillips, 21 Nev. 150, 26 P. 60, 61 (1891). The Nevada Supreme Court

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has repeatedly applied the parol evidence rule to exclude proffered testimony that attempts to contradict the terms of an unambiguous written agreement. *See e.g.*, Kaldi v. Farmers Ins. Exchange, 117 Nev. 273, 21 P.3d 16, 21 (2003) ("parol evidence may not be used to contradict the terms of a written contractual agreement."); Sandy Valley Assocs. v. Sky Ranch Estates Owners Assoc., 117 Nev. 948, 35 P.3d 964, 967-968 (Nev. 2001) ("Parol evidence is not admissible to vary or contradict the clear and unambiguous terms of a written agreement."); Geo. B. Smith Chemical v. Simon, 92 Nev. 580, 582, 555 P.2d 216, 216 (1976) (where "a written contract is clear and unambiguous on its face, extraneous evidence cannot be introduced to explain its meaning."). Further, parol evidence cannot be introduced in an attempt to create an ambiguity as such action would "eviscerate" the rule. D.E. Shaw Laminar Portfolios, LLC v. Archon Corp., 570 F.Supp.2d 1262, 1268 -1269 (D. Nev. 2008) ("To admit parol evidence to create ambiguity would 'eviscerate' the parol evidence rule.'" (citation omitted)).

This Court has found "as a matter of law" the contracts entered into by the Rogich Trust "clearly and unequivocally" identified Nanyah's $1.5 million investment into Eldorado and the Rogich Trust's specific assumption of Eldorado's contractual obligation to repay Nanyah its $1.5 million investment into Eldorado. Exh. 1, Order, ¶¶4, 5.b.i, 7 and 14. The Order conclusively determined that the Rogich Trust contractually agreed to be the surety of Eldorado's contractual debt obligation to Nanyah. Of critical application in these proceedings, the Court determined that the various contracts contain "clear and unambiguous" terms and determined "as a matter of law" the contractual duties and obligations of the parties under the various agreements.

Because the Court has found that the contracts are "clear and unambiguous" the contract's terms are interpreted and enforced as a matter of law. *See e.g.*, Galardi v. Naples Polaris, LLC, 129 Nev. 306, 301 P.3d 364, 366 (2013) ("contract interpretation presents a question of law . . . ."). The Court is also bound to enforce the contracts' terms and cannot distort the agreement under the guise of interpreting it. Watson v. Watson, 95 Nev. 495, 596 P.2d 507, 508 (1979) ("Courts are bound by language which is

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clear and free from ambiguity and cannot, using the guise of interpretation, distort the plain meaning of an agreement."). As a consequence of the Court's legal findings in the Order, this motion must be denied because the Rogich Defendants are barred from attempting to use any extraneous evidence to contradict the clear and unambiguous terms of the various contracts at issue that state Nanyah invested $1.5 million into Eldorado.

In addition, the Court's Order specifically cites to the case Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) for the following standard of law:

> testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule.

Id. As a consequence of this Court's Order, the application of Krieger v. Elkins and the parol evidence rule, the defendants are barred from use of any testimony, exhibit or argument that contradicts the clear and unambiguous terms of the contracts in this case and, therefore, the Motion must be denied since it only seeks information that the Rogich Defendants would attempt to use to violate the parol evidence rule.

IV. NANYAH'S TAX RETURNS ARE IRRELEVANT.

NRS 48.015 states that "'relevant evidence' means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more or less probable that it would be without the evidence." Since the undisputed facts are "undisputed", the existence of the fact is not in dispute. Therefore, any evidence that attempts to contest or challenge the Court's undisputed factual findings is not relevant since the determination of an undisputed fact cannot be a relevant factual issue at trial. Therefore, since Nanyah's investment of $1.5 million into Eldorado is an undisputed fact and is an issue decided as a matter of law, Nanyah's investment is no longer at issue in this litigation. Consequently, evidence seeking to contest the undisputed facts is not

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relevant. Evidence which is not relevant is, therefore, irrelevant and inadmissible. NRS 48.025(2) ("Evidence which is not relevant is not admissible.").

V. THE COURT SHOULD IMPOSE SANCTIONS IN FAVOR OF NANYAH FOR HAVING TO ADDRESS THIS BASELESS MOTION.

Nanyah's tax returns are irrelevant since Nanyah's investment of $1.5 million is conclusively established in these proceedings as an undisputed fact and as a matter of law. The Court's Order has been on file for over five (5) months demonstrating that Nanyah's tax returns are irrelevant to the remaining issues in this case. Nanyah's counsel incurred 4.0 hours reviewing, researching, drafting and finalizing this Opposition. Nanyah's counsel's standard hourly rate is $450.00 for a total of $1,800.00 of unnecessarily incurred attorney's fees responding to the Rogich Defendants' Motion.

VI. CONCLUSION.

This Court's Order found "as a matter of law" the contracts entered into by the Rogich Trust "clearly and unambiguously" state that Nanyah had invested $1.5 million into Eldorado, Eldorado had an obligation to repay the debt and that the Rogich Trust agreed to assume Eldorado's "obligation" to repay Nanyah its $1.5 million investment into Eldorado. As a consequence of the Court's Order, the Rogich Defendants' Motion must be denied because the parol evidence bars any testimony, evidence or argument seeking to vary or contradict the clear and unambiguous terms of the various agreements. *See e.g.*, Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) ("testimony used to contradict or vary the written terms of an agreement is a violation of the parol evidence rule."). Therefore, Nanyah's tax returns are irrelevant to the issues in this case.

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

DATED this 14th day of March, 2019.

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By: _____
MARK G. SIMONS
Attorneys for Nanyah Vegas, LLC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **NANYAH VEGAS, LLC'S OPPOSITION TO ROGICH DEFENDANT'S MOTION TO COMPEL** on all parties to this action via the Odyssey E-Filing System:

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DATED this 14th day of March, 2019.

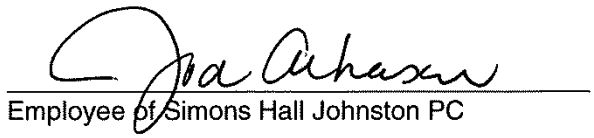

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	10/5/18 Order	10

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EXHIBIT 1

EXHIBIT 1

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DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company, Plaintiffs, vs. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive, Defendants.	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**
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.	**CONSOLIDATED WITH:** Case No. A-16-746239-C

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

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

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

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

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

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

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

The Relevant Agreements

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

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

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

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

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

i. The Octobert 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's $1,500,000 investment into Eldorado at Exhibit D which clearly and unequivocally states the following: Seller [Rogich and the Rogich Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's $1,500,000 investment into Eldorado.

ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and all the claims of . . . Nanyah . . . each of whom invested or otherwise advanced . . . funds . . . . (i) It is the current intention of Seller [Rogich and the Rogich Trust] that such amounts be confirmed or converted to debt . . . .

iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008 Membership Interest Purchase Agreement and that he understood that Teld's acquisition of the Rogich Trust's membership interests in Eldorado was subject to the terms and conditions of the October 30, 2008, Purchase Agreement.

iv. Eliades acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.

v. "[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and [Teld] will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon."

vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

viii. Nanyah was not a party to this agreement.

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

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CONCLUSIONS OF LAW

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

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

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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

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

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

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

ORDER

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

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

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

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

DATED this 1 day of Oct., 2018.

Nancy L Allf
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

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

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DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company, Plaintiffs, v. SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive, Defendants. _____/ NANYAH VEGAS, LLC, a Nevada limited liability company, Plaintiff, v. TELD, LLC, a Nevada limited liability company; PETER 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 REPLY IN SUPPORT OF MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,

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Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following reply in support of its Motion in Limine #5 Re: Parol Evidence Rule. Defendant Eldorado Hills, LLC ("Eldorado") filed an opposition. Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively referred to herein as the "Rogich Defendants.") filed a separate opposition. Rather than filing two (2) separate reply briefs, the arguments raised in each opposition and the reply thereto are consolidated below.

I. BASIS OF ELDORADOS' OPPOSITION.

Eldorado's opposition is premised on the following arguments: (1) the Court's October 5, 2018, Order ("Order") did not address any "obligation" owed by Eldorado to Nanyah; (2) the Order made specific findings that the Rogich Trust is "solely responsible" for repayment of Nanyah's $1.5 million investment into Eldorado so Eldorado gets off scott-free and has no liability for receiving Nanyah's $1.5 million investment; and (3) Eldorado is not bound by any written agreement so the parol evidence rule does not apply to it. Each of Eldorado's arguments fail and the parol evidence rule applies as stated in Nanyah's opening motion.[1]

[1] Eldorado also argues in a footnote that Nanyah did not comply with EDCR 2.47. Given the minor nature of this argument, and that this argument contradicts the express provisions of the rule itself, Nanyah addresses this contention in conjunction with the Rogich Defendants' similar argument. *See infra* Argument II. A.

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A. THE COURT'S ORDER DETAILED ELDORADO'S CONTRACTUAL "OBLIGATION" TO NANYAH.

The Court's Order has established that in December, 2007, Nanyah invested $1.5 million into Eldorado. In exchange for that investment, Eldorado held an obligation to repay the investment or to issue a membership interest to Nanyah. Almost a year later, the Rogich Trust and Eldorado entered into a series of contracts whereby the Rogich Trust specifically agreed to assume the debt owed to Nanyah as Eldorado's surety. The result of the Rogich Trust's assumption of the Eldorado debt owed to Nanyah was to establish the tri-party surety relationship under which both Eldorado and the Rogich Trust were liable to Nanyah for its $1.5 million investment.

The Court's Order granted summary judgment in favor of the Eliades Defendants[2] finding they had no liability for repayment of Nanyah's $1.5 million investment because "**the obligation**" to repay Nanyah was "**specifically assumed**" by the Rogich Trust. The Court ruled that the various contracts clearly and unambiguously stated that "**The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or debt**." Order, ¶7 (emphasis added).

The Order also provides that the contracts unambiguously state that Eldorado owed an "obligation" to Nanyah to repay it the $1.5 million investment and the "obligation" was assumed by the Rogich Trust. The underlying "obligation" that was "assumed" by the Rogich Trust is the debt Eldorado owes to Nanyah. The following excerpts from the Court's Order conclusively demonstrates that Eldorado had a contractual "obligation" to

[2] The Eliades Defendants are Peter Eliades individually and as Trustee of the Eliades Survivor Trust of 10/30/08 and Teld, LLC.

repay Nanyah its $1.5 million investment.

> Order, ¶2. In December of 2007, **Nanyah wired $1,500,000.00 which eventually was deposited into Eldorado's bank account**. . . .
>
> Order, ¶4. "[T]he agreements identified the Rogich Trust specifically agreed to assume **the obligation** to pay Nanyah its . . . $1,500,000 invested into Eldorado.
>
> Order, ¶7. "The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed to assume **the obligation** to pay Nanyah's . . . debt . . . ."

In addition, the Court's Order found as an undisputed fact and as a matter of law, Eldorado received Nanyah's $1.5 million investment for which it was obligated to repay as follows:

> Order, ¶ 5.a.ii "The October 30, 2008, Purchase Agreement **states** at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." **The Exhibit A Claimants include Nanyah and its $1,500,000.00 investment**.
>
> Order, ¶ 5.b.i. "The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's $1,500,000 investment into Eldorado at Exhibit D which **clearly and unequivocally states** the following: Seller [Rogich 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.**
>
> Order, ¶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** . . . .
>
> Order, ¶14 **"Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law**,

Exh. 1, Order (emphasis added).

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Then the Court found that the Rogich Trust "specifically agreed to assume" "the obligation" to repay Nanyah. In order to "assume" a debt obligation, the debt obligation must pre-exist the act of assumption as a matter of law. Stated another way, in order to assume a debt obligation, the debt obligation must exist. The Court's Order specifically found that Eldorado's debt "obligation" to Nanyah existed **prior to** the Rogich Trust's assumption of that debt obligation as follows:

> Order, ¶4. "[T]he agreements identified the Rogich Trust specifically agreed **to assume** the obligation to pay Nanyah its . . . $1,500,000 invested into Eldorado.
>
> Order, ¶7. "The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed **to assume** the obligation to pay Nanyah . . . debt . . . ."

Based upon the foregoing, it is undisputed that Nanyah paid and Eldorado received Nanyah's $1.5 million investment in the year 2007. Almost a full year later, the Rogich Trust agreed to assume the pre-existing "obligation" held by Eldorado to repay Nanyah that investment. When the Rogich Trust "specifically agreed to assume" that "obligation" it was a pre-existing debt owed by Eldorado to Nanyah.

Based upon the foregoing, it is undisputed that the clear and unambiguous terms of the parties' contracts detailed that Eldorado received Nanyah's $1.5 million investment in December 2007, that Eldorado had an "obligation" to repay Nanyah that investment as of that date, and later in October, 2008, the Rogich Trust "assumed" the obligation to repay Nanyah its investment as Eldorado's surety. The Court's Order detailed the existence of Eldorado's "obligation" as of December, 2007, the existence of the Rogich Trust's surety relationship in October, 2008, and the creation of the surety agreement

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whereby Eldorado remains fully liable for the debt owed to Nanyah.[3]

Accordingly, Eldorado's argument that an "obligation" to repay Nanyah was not addressed by the Court's Order is false. The Court's Order specifically addressed Eldorado's pre-existing "obligation" to Nanyah to repay the investment or to issue a membership interest to Nanyah. The Court has specifically found as a matter of law and undisputed fact that Eldorado owed Nanyah a contractual obligation to repay Nanyah for its $1.5 million investment. The Court then found that the Rogich Trust specifically agreed to act as Eldorado's surety for the debt repayment. The Rogich Trust's surety relationship with Eldorado does not in any way terminate or impair Eldorado's liability to Nanyah. Eldorado nonetheless retains its rights for contribution and/or indemnity against the Rogich Trust if Eldorado does in fact pay any of the $1.5 million judgment to Nanyah.[4]

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[3] Recently in 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 as follows:

> A suretyship contract is a "tripartite agreement among a principal obligor, his obligee, and a surety." . . . It is "a direct and original undertaking under which the surety is primarily or jointly liable with the principal obligor."

Id. (*quoting* Gen. Motors Acceptance Corp., 492 A.2d1306, 1309 (Md. 1985)). A surety is "jointly and severally liable with the principal obligor". Restatement (Third) of Suretyship & Guaranty § 15(a), (c), and (d) (1996). "A 'surety' is typically jointly and severally liable with the principal obligor on an obligation to which they are both bound." 23 Williston on Contracts § 61:2 (4th ed.); Torin Assocs., Inc. v. Perez, 2016 WL 6662271, at *5 (S.D.N.Y. 2016) (a "'surety' is typically jointly and severally liable with the principal obligor on an obligation to which they are both bound."); Gen. Motors Acceptance Corp. v. Daniels, 303 Md. 254, 259, 492 A.2d 1306, 1309 (1985) ("the surety is primarily or jointly liable with the principal obligor . . . .").

[4] Lehman Commercial Paper, Inc. v. Fid. Nat'l Title Ins. Co., 2012 WL 12884913, at *3 fn. 2 (C.D. Cal. 2012) ("When several parties such as sureties . . . are jointly liable, and one has paid more than his or her share, that party may enforce contribution from the others.'").

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Consequently, Eldorado's argument on this point fails as matter of fact and law.

B. THE COURT'S ORDER DETAILS ROGICH'S TRUST'S RELATIONSHIP OF SURETY FOR ELDORADO'S "OBLIGATION" TO NANYAH.

The existence of a contractual relationship is a question of law. ACC Capital Corp. v. Ace W. Foam Inc., --- P.3d ---, 2018 WL 1127647 * 2 (Utah Ct. App. 2018) ("The existence of a contract is a question of law."). As detailed above, the Court's Order found that Eldorado owed Nanyah "the obligation" to repay Nanyah for its investment of $1.5 million. Thereafter, the Rogich Trust entered into a surety contract to guaranty the repayment obligation to Nanyah by "specifically assuming" that obligation.

While Eldorado and the Rogich Trust agreed between themselves that the Rogich Trust is "solely responsible" for repayment of Nanyah's $1.5 million investment into Eldorado that side-agreement in no way impairs Nanyah's right to collect the full $1.5 million from Eldorado and/or from the Rogich Trust as they are jointly and severally liable for the debt.

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."

Id.; *see also* 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."). In addition, Nevada law specifically recognizes the existence of surety contracts and states at NRS 111.220(2) that "[e]very special promise to answer for the

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debt, default or miscarriage of another" must be in writing and signed by the party to be bound. The Rogich Trust's surety agreement is contained in the various contracts the Court analyzed and concluded "as a matter of law" contained the Rogich Trust's surety obligation.

Further, the Rogich Trust's agreement to act as Eldorado's surety in no way bars Nanyah's right to payment from Eldorado because Nanyah did not waive its rights to collect the $1.5 million from Eldorado. *See e.g.*, In re Mason, 573 B.R. 75, 82 (Bankr. S.D.N.Y. 2017) ("The essence of suretyship . . . is that, even if the obligee can look directly to the surety for satisfaction of its debt, as between the two obligors, one is the principal obligor that remains primarily liable . . . ."). In order for Eldorado to have avoided liability on the repayment debt to Nanyah, Nanyah would have had to sign a release exonerating Eldorado from the obligation.[5] Nanyah did not release Eldorado from the debt. Therefore, Eldorado remains fully liable for the obligation to repay Nanyah its $1.5 million investment. Noah v. Metzker, 85 Nev. 57, 60, 450 P.2d 141, 144 (1969) (original contracting party "shall remain liable" unless there is a written release of liability signed by the recipient of the debt).

Accordingly, merely because the Rogich Trust agreed by and between it and Eldorado the Rogich Trust would have ultimate responsibility for the repayment of $1.5

[5] Such an agreement would have constituted a novation. Nanyah would have agreed to the Rogich Trust's substation as the liable party to it for its $1.5 million. Because no novation occurred, Eldorado's obligation to Nanyah remains with the Rogich Trust agreeing to act as the surety of the debt.

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million to Nanyah, that surety agreement does not bar or impair Nanyah's contractual right to receive the repayment of its $1.5 million investment into Eldorado directly from Eldorado. The Court has found that the Rogich Trust specifically agreed to act as Eldorado's surety for the debt repayment to Nanyah. The Rogich Trust's surety relationship with Eldorado does not in any way terminate or impair Eldorado's debt obligation to Nanyah. Consequently, Eldorado's argument on this point fails as matter of fact and law.

C. ELDORADO'S IS BOUND BY A WRITTEN AGREEMENT AND THE PAROL EVIDENCE RULE DOES APPLY TO IT.

Eldorado's final argument is that the parol evidence does not apply to it because it is not a party to the various contracts detailing Nanyah's $1.5 million investment into Eldorado and the debt repayment obligation. This argument is false and disingenuous. This is because Eldorado specifically agreed to be bound by the terms of the various agreements and to be a party thereto.

Eldorado's opposition fails to advise this Court that it executed its Amended Operating Agreement concurrently with the execution of the various agreements executed by the Rogich Trust agreeing to act as Eldorado's surety. When multiple contracts are all signed at the same time covering the same subject matter, they are treated as a single event.

First, the two (2) Membership Interest Purchase Agreements executed by the Rogich Trust detail and incorporate Eldorado's Amended and Restated Operating Agreement of Eldorado Hills, LLC ("Amended Operating Agreement"). Id., Recitals I.

Second, Eldorado's Amended Operating Agreement was executed contemporaneously with the Purchase Agreement and the Membership Interest Purchase Agreements executed by the Rogich Trust on October 31, 2008. **Recital A of**

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Eldorado's Amended Operating Agreement incorporates the totality of the Rogich Trust's Membership Interest Purchase Agreements were "fully incorporated" into Eldorado's Amended Operating Agreement.

Accordingly, Eldorado's own Amended Operating Agreement adopted and incorporated the various contracts examined by this Court and found to bind Eldorado and the Rogich Trust to repay Nanyah's $1.5 million investment. Eldorado's Amended Operating Agreement is a contract binding Eldorado to the terms and conditions of the various agreements as a party thereto. The law is abundantly clear that operating agreements and bylaws of business entities are contracts binding on the entity. Hill Int'l, Inc. v. Opportunity Partners L.P., 119 A.3d 30, 38 (Del. 2015) ("The bylaws of a Delaware corporation constitute part of a binding broader contract among the directors, officers and stockholders formed within the statutory framework of the Delaware General Corporation Law. Because corporate charters and bylaws are contracts, our rules of contract interpretation apply."); Clary v. Borrell, 398 S.C. 287, 297, 727 S.E.2d 773, 778 (S.C. Ct. App. 2012) ("The operating agreement of a limited liability company is a binding contract that governs the relations among the members, managers, and the company."); Allied Supermarkets, Inc. v. Grocer's Dairy Co., 45 Mich. App. 310, 315, 206 N.W.2d 490, 493 (1973), aff'd sub nom. Allied Supermarkets, Inc. v. Grocers' Dairy Co., 391 Mich. 729, 219 N.W.2d 55 (1974) ("The bylaws of a corporation, so long as adopted in conformity with state law, constitute a binding contract between the corporation and its shareholders."); St. John's Hosp. Med. Staff v. St. John Reg'l Med. Ctr., Inc., 245 N.W.2d 472, 474 (S.D. 1976) ("the bylaws of a corporation . . . constitute a binding contract between the corporation and its shareholders."); Lawson v. Household Fin. Corp., 152 A. 723, 727 (Del. 1930) ("it has been generally recognized in this country that the charter of

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a corporation is a contract both between the corporation and the state and the corporation and its stockholders. It is not necessary to cite authorities to support this proposition.").

Accordingly, Eldorado's argument that the parol evidence rule does not apply to it is false. Eldorado, by its own actions in adopting and incorporating the various contracts at issue in this case into its Amended Operating Agreement, made itself a party to the various contracts, and as such, is barred by the parol evidence rule from seeking to alter or vary the terms of the various contracts with parol evidence.

II. BASIS OF THE ROGICH DEFENDANTS' OPPOSITION.

All of the Rogich Defendants' arguments fail and the parol evidence rule applies as stated in Nanyah's opening motion.

A. EDCR 2.47(B) DOES NOT APPLY.

EDCR 2.47(b)'s provision do not apply because it has been superseded by an Order of this Court. The Rogich Trust contends that Nanyah's motion is improper because Nanyah did not comply with EDCR 2.47(b)'s provisions. However, EDCR 2.47 expressly provides that 2.47(b)'s provisions are only the default process "**[u]nless otherwise provided for in an order of the court . . . .**" EDCR 2.47 (emphasis added). The Court's Order Re-Setting Civil Jury Trial and Calendar Call (the "Scheduling Order") details the following:

> E. All Motions in Limine must be in writing and filed <u>no later than 8 weeks before Trial</u> and heard not less than 14 days prior to trial.

Exhibit 2. Because the Court's Scheduling Order disposes of the requirements contained in EDCR 2.47(b), the Rogich Trust's arguments are without merit.

B. NANYAH IS NOT AN ALLEGED THIRD-PARTY BENEFICIARY AS TO THE ROGICH TRUST OR ELDORADO.

Nanyah is not an alleged third-party beneficiary as to the Rogich Trust or

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Eldorado. Instead, the evidence is undisputed and the contracts are clear that Nanyah is an express and intended third-party beneficiary of the repayment obligations and assumptions detailed in the Court's Order. The minor reference to "alleged" third-party beneficiary refers exclusively to the Eliades Defendants and their contractual obligations. The Court Order states that Nanyah was not an alleged third-party beneficiary of any obligations owed by the Eliades Defendants under the terms of the contracts. The Court's reference to its finding that the Eliades Defendants did not assume any repayment obligations to Nanyah is irrelevant and immaterial to Nanyah's third-party beneficiary status as to the Rogich Trust. Again, this argument is without merit.

C. THE ROGICH TRUST IS NOT ENTITIELD TO AVOID THE PAROL EVIDENCE RULE.

The Rogich Defendants fail to address that this Court previously ruled in its Order that the parol evidence rule applied to bar any evidence Nanyah sought to introduce supporting its claims against the Eliades Defendants. The Court specifically stated that the parol evidence rule barred consideration of any of Nanyah's proffered parol evidence because the terms of the contracts were "clear and unambiguous" and "as a matter of law" the Court was "precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability." Order, ¶14. Given the Court's legal ruling in the Order, the parol evidence rule bars **all parties** from attempting to offer parol evidence seeking to vary or contradict the Court's legal interpretation of the parties' various unambiguous contracts.

In a final desperate attempt to avoid the application of the parol evidence rule's prohibitions, the Rogich Defendants cite to a 1879 Nevada case for the proposition that the parol evidence rule does not apply to "strangers" to a contract and Nanyah is a

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stranger to the contract.[6] The Rogich Defendants fail to understand that third-party beneficiaries are not strangers to a contract. Instead, third-party beneficiaries are intended beneficiaries of the contract and are therefore, entitled to enforce the contract employing all contractual rules of construction and applicable evidentiary rules. Berclain America Latina, S.A. v. Baan Company N.V., 87 Cal. Rptr. 2d 745, 747 (Cal. Ct. App. 1999) ("party asserting a claim must have standing to do so. In asserting a claim upon a contract, this generally requires the party to be a signatory to the contract, **or to be an intended third party beneficiary**." (emphasis added)).

Nevada law is in direct alignment with the rule that a third-party beneficiary is not a stranger to a contract. This issue was expressly addressed in Canfora v. Coast Hotels and Casinos, Inc., 121 Nev. 771, 121 P.3d 599, 604-605 (2005) wherein it was stated: "**an intended third party beneficiary is bound by the terms of a contract even if she is not a signatory**." Accordingly, a third-party beneficiary is not a stranger to a contract since the third-party beneficiary was an intended party to the contract. *See also* 11 *Samuel Williston, A Treatise on the Law of Contracts* § 33:11 (Richard A. Lord ed., 4th ed.1999) (third-party beneficiaries are persons claiming under contract for purpose of stranger-to-the-agreement exception to parol evidence rule).

In fact, the Nevada Supreme Court expressly stated in Morelli v. Morelli, 102 Nev.

[6] The Rogich Defendants reliance on the 1879 case of Bank of California v. White, 14 Nev. 373 (1879) has no applicability to this case. In Bank of California, the Bank was not a third-party beneficiary so was a true stranger to the contract at issue. The case did not even address a third-party beneficiary's right to enforce a contract and/or the general rule that a third-party beneficiary is not a stranger to the contract for purposed of the parole evidence rule's application.

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326, 329, 720 P.2d 704, 706 (1986) that third-party beneficiaries are subject to and bound by all legal and contractual defenses just as if it was a signatory to the contract as a party is as follows:

> **A third party beneficiary who seeks to enforce a contract does so subject to the defenses that would be valid as between the parties.**

Id. (emphasis added). Again, in Nevada, the law is clear that a third-party beneficiary is not a stranger to the contract and the application of the parol evidence rule applies as a matter of Nevada law.[7] Again, the Rogich Defendants' argument is without merit and must be rejected.

IV. CONCLUSION.

Eldorado's objections fail because the Court's October 5, 2018, Order specifically addressed (1) Eldorado's "obligation" to repay Nanyah its $1.5 million investment or to issue it a membership interest; (2) that the Rogich Trust entered into a surety agreement agreeing to assume Eldorado's obligation to Nanyah—leaving Eldorado jointly and severally liable for the debt as a matter of law; and (3) Eldorado is in fact bound by the terms of the various contracts because Eldorado expressly adopted and incorporated the clear and unambiguous terms into its Amended Operating Agreement.

The Rogich Defendants' arguments all fail because (1) EDCR 2.47(b) does not apply because the Court's Scheduling Order supersedes the parameters of the rule; (2)

[7] The Rogich Defendants cite the extra-territorial case of Pittman v. Providence Washington Ins. Co., 394 So. 2d 233 (Fla. Dist. Ct. 1981) for the proposition that a third-party beneficiary is a stranger to a contract. Given controlling Nevada precedent, reliance on an appellate decision from a foreign jurisdiction has no precedential or even persuasive value.

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Nanyah is an express third-party beneficiary of Eldorado's and the Rogich Defendants' contractual obligations under the various contracts; and (3) as a third-party beneficiary, Nanyah is not a stranger to the contracts and, therefore, the parol evidence rule directly applies in these proceedings.

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

DATED this 14th day of March, 2019.

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By: _____
MARK G. SIMONS
Attorneys for Nanyah Vegas, LLC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **NANYAH VEGAS, LLC'S REPLY IN SUPPORT OF MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE** on all parties to this action via the Odyssey E-Filing System:

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Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 14 day of March, 2019.

Employee of Simons Hall Johnston PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
2	Scheduling Order	2

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EXHIBIT 2

EXHIBIT 2

DISTRICT COURT
CLARK COUNTY, NEVADA

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)	Case No.: A-13-686303-C A-16-746239-C Department 27

ORDER RE-SETTING CIVIL JURY TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED THAT:

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

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

(1) Typed exhibit lists;

(2) List of depositions;

(3) List of equipment needed for trial, including audiovisual equipment; and

(4) Courtesy copies of any legal briefs on trial issues.

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

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

E. All Motions in Limine must be in writing and filed <u>no later than 8 weeks before Trial</u> and heard not less than 14 days prior to trial. **<u>ORDERS SHORTENING</u>**

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NANCY L. ALLF
DISTRICT JUDGE
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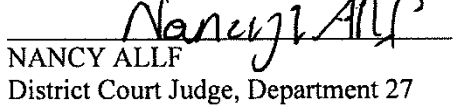
TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES. An upcoming trial date is not an **EXTREME EMERGENCY.**

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

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

DATED: November 26, 2018



NANCY ALLF
District Court Judge, Department 27

CERTIFICATE OF SERVICE

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

Samuel S. Lionel, Esq.
Joseph A. Liebman, Esq.
Mark G. Simons, Esq.
Michael V. Cristalli, Esq.

Karen Lawrence
Judicial Executive Assistant

NANCY L. ALLF
DISTRICT JUDGE
DEPT XXVII
LAS VEGAS, NV 89155

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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 REPLY IN SUPPORT OF MOTION IN LIMINE #6 RE: DATE OF DISCOVERY

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Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel, Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following reply in support of its Motion in Limine #6 Re: Date of Discovery. Defendant Eldorado Hills, LLC ("Eldorado") filed an opposition. Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively referred to herein as the "Rogich Defendants.") filed a separate opposition. Rather than filing two (2) separate reply briefs, the arguments raised in each opposition and the reply thereto are consolidated below.

I. SUMMARY OF MOTION AND OPPOSITIONS THERETO.

Nanyah's motion is premised on Nanyah's "actual knowledge" versus the defendants' contention that Nanyah "should have known" based upon circumstantial evidence. It is now undisputed that Nanyah's "actual date of discovery" was in December, 2012. Accordingly, the Motion should be granted.

Stated another way, Nanyah's motion did not seek to preclude the defendants from attempting to argue that Nanyah should have known of the defendants' breach earlier than December, 2012. But since the defendants have presented no evidence that Nanyah "had actual knowledge" in December, 2012, the Motion should be granted.

I. ELDORADO'S OPPOSITION CONCEDES ANY EVIDENCE THAT CONTRADICTS NANYAH'S DISCOVERY OF THE ROGICH TRUST'S ASSIGNMENT OF ITS MEMBERSHIP INTEREST PRIOR TO DECEMBER 2012 IS BARRED.

Eldorado's motion concedes that it has "no issue" with Nanyah's requested relief "precluding the introduction of any evidence contradicting Nanyah's discovery of the Rogich's Trust's transfer of its membership interest to the Eliades Trust" until December 2012." Opp., p.2. Accordingly, this relief must be granted. The remaining arguments presented by Eldorado were inapplicable to the relief requested.

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II. THE ROGICH DEFENDANTS' ARGUMENTS ARE ALSO WITHOUT MERIT.

The Rogich Defendants opposition is nothing more than a cut-and-paste of previous contentions that Nanyah did not invest $1.5 million into Eldorado. The factual and legal issue that Nanyah did invest $1.5 million into Eldorado and that the Rogich Trust specifically agreed to assume this repayment obligation are issues conclusively resolved and determined by the Court's October 5, 2018, Order. It is now conclusively established in these proceedings that Nanyah did invest $1.5 million into Eldorado as both an undisputed fact (not capable of being contested) and as an issue of law based upon the clear and unambiguous terms of the various contracts. So, the Rogich Defendants' cut-and-paste contentions are irrelevant and inadmissible in these proceedings.

The Court's Order granted summary judgment in favor of the Eliades Defendants[1] finding they had no liability for repayment of Nanyah's $1.5 million investment because **"the obligation"** to repay Nanyah was "**specifically assumed"** by the Rogich Trust. The Court ruled that the various contracts clearly and unambiguously stated that "**The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or debt**." Order, ¶7 (emphasis added).

The Order also provides that the contracts unambiguously state that Eldorado owed an "obligation" to Nanyah to repay it the $1.5 million investment and the "obligation" was assumed by the Rogich Trust. The underlying "obligation" that was "assumed" by the

[1] The Eliades Defendants are Peter Eliades individually and as Trustee of the Eliades Survivor Trust of 10/30/08 and Teld, LLC.

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Rogich Trust is the debt Eldorado owes to Nanyah. The following excerpts from the Court's Order conclusively demonstrates that Eldorado had a contractual "obligation" to repay Nanyah its $1.5 million investment.

> Order, ¶2. In December of 2007, **Nanyah wired $1,500,000.00 which eventually was deposited into Eldorado's bank account**. . . .
>
> Order, ¶4. "[T]he agreements identified the Rogich Trust **specifically agreed to assume the obligation** to pay Nanyah its . . . $1,500,000 invested into Eldorado.
>
> Order, ¶7. "The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed to assume **the obligation** to pay Nanyah's . . . debt . . . ."

In addition, the Court's Order found as an undisputed fact and as a matter of law, Eldorado received Nanyah's $1.5 million investment for which it was obligated to repay as follows:

> Order, ¶ 5.a.ii "The October 30, 2008, Purchase Agreement **states** at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." **The Exhibit A Claimants include Nanyah and its $1,500,000.00 investment**.
>
> Order, ¶ 5.b.i. "The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's $1,500,000 investment into Eldorado at Exhibit D which **clearly and unequivocally states** the following: Seller [Rogich 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.**
>
> Order, ¶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** . . . .

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Order, ¶14 **"Because the relevant agreements are clear and unambiguous, this Court may determine the intent of the parties as a matter of law,**

Exh. 1, Order (emphasis added).

Then the Court found that the Rogich Trust "specifically agreed to assume" "the obligation" to repay Nanyah. In order to "assume" a debt obligation, the debt obligation must pre-exist the act of assumption as a matter of law. Stated another way, in order to assume a debt obligation, the debt obligation must exist. The Court's Order specifically found that Eldorado's debt "obligation" to Nanyah existed **prior to** the Rogich Trust's assumption of that debt obligation as follows:

Order, ¶4. "[T]he agreements identified the Rogich Trust specifically agreed **to assume** the obligation to pay Nanyah its . . . $1,500,000 invested into Eldorado.

Order, ¶7. "The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed **to assume** the obligation to pay Nanyah . . . debt . . . ."

Based upon the foregoing, it is undisputed that Nanyah paid and Eldorado received Nanyah's $1.5 million investment in the year 2007. Almost a full year later, the Rogich Trust agreed to assume the pre-existing "obligation" held by Eldorado to repay Nanyah that investment. When the Rogich Trust "specifically agreed to assume" that "obligation" it was a pre-existing debt owed by Eldorado to Nanyah.

Based upon the foregoing, it is undisputed that the clear and unambiguous terms of the parties' contracts detailed that Eldorado received Nanyah's $1.5 million investment in December 2007, that Eldorado had an "obligation" to repay Nanyah that investment as of that date, and later in October, 2008, the Rogich Trust "assumed" the obligation to repay Nanyah its investment as Eldorado's surety. The Court's Order detailed the existence of Eldorado's "obligation" as of December, 2007, the existence of the Rogich

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Trust's surety relationship in October, 2008, and the creation of the surety agreement whereby Eldorado remains fully liable for the debt owed to Nanyah.[2]

The Rogich Defendants fail to address that they admitted in their Answer that they have no evidence of when Nanyah discovered the Rogich Trust's sell-off of its membership interest. In rendering its Order granting Nanyah's MIL #3, the Court allowed the Rogich Defendants an opportunity to present evidence as to Nanyah's actual date of discovery of the Rogich Trust's transfer of its membership interest. The Rogich Defendants did not present any evidence during these proceedings that contradict Nanyah's actual date of discovery of the transfer in December, 2012. Accordingly, the undisputed evidence is Nanyah discovered this act in December, 2012 and this Motion must be granted. The remaining arguments presented by the Rogich Defendants relating to when Nanyah should have discovered the Rogich Trust's and Eldorado's

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[2] Recently in 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 as follows:

> A suretyship contract is a "tripartite agreement among a principal obligor, his obligee, and a surety." . . . It is "a direct and original undertaking under which the surety is primarily or jointly liable with the principal obligor."

Id. (*quoting* Gen. Motors Acceptance Corp., 492 A.2d1306, 1309 (Md. 1985)). A surety is "jointly and severally liable with the principal obligor". Restatement (Third) of Suretyship & Guaranty § 15(a), (c), and (d) (1996). "A 'surety' is typically jointly and severally liable with the principal obligor on an obligation to which they are both bound." 23 Williston on Contracts § 61:2 (4th ed.); Torin Assocs., Inc. v. Perez, 2016 WL 6662271, at *5 (S.D.N.Y. 2016) (a "'surety' is typically jointly and severally liable with the principal obligor on an obligation to which they are both bound."); Gen. Motors Acceptance Corp. v. Daniels, 303 Md. 254, 259, 492 A.2d 1306, 1309 (1985) ("the surety is primarily or jointly liable with the principal obligor . . . .").

breach of their contractual and legal duties is inapplicable to the relief requested in the Motion.

A. EDCR 2.47(B) DOES NOT APPLY.

EDCR 2.47(b)'s provision do not apply because it has been superseded by an Order of this Court. The Rogich Trust contends that Nanyah's motion is improper because Nanyah did not comply with EDCR 2.47(b)'s provisions.[3] However, EDCR 2.47 expressly provides that 2.47(b)'s provisions are only the default process "**[u]nless otherwise provided for in an order of the court . . . .**" EDCR 2.47 (emphasis added). The Court's Order Re-Setting Civil Jury Trial and Calendar Call (the "Scheduling Order") details the following:

> E. All Motions in Limine must be in writing and filed <u>no later than 8 weeks before Trial</u> and heard not less than 14 days prior to trial.

Exhibit 6. Because the Court's Scheduling Order disposes of the requirements contained in EDCR 2.47(b), the Rogich Trust's arguments are without merit.

III. CONCLUSION.

Nanyah's motion is premised on Nanyah's "actual knowledge" versus the defendants' contention that Nanyah "should have known" based upon circumstantial evidence. It is now undisputed that Nanyah's "actual date of discovery" was in December, 2012. Accordingly, the Motion should be granted.

---

[3] Eldorado also makes this assertion in a footnoted. See Eldorado Opp., fn. 1.

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

DATED this 14th day of March, 2019.

SIMONS HALL JOHNSTON PC
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By: _____
MARK G. SIMONS
Attorneys for Nanyah Vegas, LLC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of the **NANYAH VEGAS, LLC'S REPLY IN SUPPORT OF MOTION IN LIMINE #6 RE: DATE OF DISCOVERY** on all parties to this action via the Odyssey E-Filing System:

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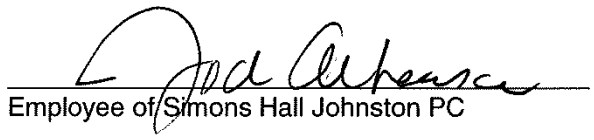
Erica Rosenberry	erosenberry@fclaw.com

DATED this 14 day of March, 2019.



Employee of Simons Hall Johnston PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
6	Scheduling Order	2

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EXHIBIT 6

EXHIBIT 6

DISTRICT COURT
CLARK COUNTY, NEVADA

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)	Case No.: A-13-686303-C A-16-746239-C Department 27

ORDER RE-SETTING CIVIL JURY TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED THAT:

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

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(1) Typed exhibit lists;

(2) List of depositions;

(3) List of equipment needed for trial, including audiovisual equipment; and

(4) Courtesy copies of any legal briefs on trial issues.

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

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

E. All Motions in Limine must be in writing and filed <u>no later than 8 weeks before Trial</u> and heard not less than 14 days prior to trial. **<u>ORDERS SHORTENING</u>**

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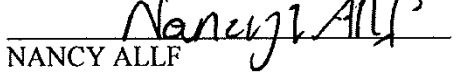
TIME WILL NOT BE SIGNED EXCEPT IN EXTREME EMERGENCIES. An upcoming trial date is not an **EXTREME EMERGENCY.**

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

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

DATED: November 26, 2018

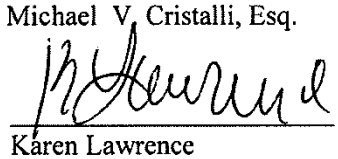


NANCY ALLF
District Court Judge, Department 27

CERTIFICATE OF SERVICE

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

Samuel S. Lionel, Esq.
Joseph A. Liebman, Esq.
Mark G. Simons, Esq.
Michael V. Cristalli, Esq.



Karen Lawrence
Judicial Executive Assistant

NANCY L. ALLF
DISTRICT JUDGE
DEPT XXVII
LAS VEGAS, NV 89155

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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.

_____/

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

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

Defendants.

_____/

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF PLAINTIFF'S TAX RETURNS

Date of hearing: March 20, 2019

Time of hearing: 9:00 a.m.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

/ / /

REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF PLAINTIFF'S TAX RETURNS

COMES NOW Defendants Sigmund Rogich, individually ("Mr. Rogich"), and as Trustee of the Rogich 2004 Family Irrevocable Trust (the "Rogich Trust" and collectively with Mr. Rogich referred to as the "Rogich Defendants"), and Imitations, LLC ("Imitations" and collectively with the Rogich Defendants referred to as the "Moving Defendants"), by and through their counsel of record, Fennemore Craig, P.C., and hereby submit their Reply in support of their Motion to Compel Plaintiff Nanyah Vegas, LLC ("Plaintiff" or "Nanyah") to produce its tax returns for the years of 2007 through 2016 ("Motion to Compel") as follows:

MEMORANDUM OF POINTS AND AUTHORITIES

I. THE COURT HAS FOUND THAT NANYAH MADE AN "ALLEGED" INVESTMENT INTO ELDORADO AND IS AN "ALLEGED" THIRD PARTY BENEFICIARY OF THE PURCHASE AGREEMENT

Contrary to Nanyah's assertions in its opposition ("Opposition") to the Motion to Compel, the Court has found in its October 2018 Order ("Order") that Nanyah made an "alleged" investment into Eldorado Hills, LLC ("Eldorado") and that it is an "alleged" third party beneficiary of the Purchase Agreement:

- "...there is no basis for Nanyah--as an **alleged** third-party beneficiary--to sue the Eliades Defendants." *See* **Exhibit 1** hereto, pg. 8, ll. 14-15.
- "...the Eliades Defendants supposedly pursued their own individual advantage by seeking to interfere with the return of Nanyah's **alleged** investment in Eldorado." *Id.*, at pg. 9, ll. 2-3.

Accordingly, while Nanyah apparently intends to hold the Order in front of the jury, the Rogich Defendants can also do so and point out to the jury that the Order only found Nanyah's alleged investment to be just that. It is the jury's decision whether it believes Nanyah's alleged investment was in Eldorado or Canamex, and Plaintiff cannot do an end run around the Rogich Defendants' due process rights and try to take away that factual dispute and determination from the jury before trial even starts. As the Nevada Supreme Court has held, "[i]f there is conflicting

evidence on a material issue, or if reasonable persons could draw different inferences from the facts, **the question is one of fact for the jury and not one of law for the court**." *Broussard v. Hill*, 100 Nev. 325, 327, 682 P.2d 1376, 1377 (1984) (emphasis added). Clearly there is conflicting evidence on the issue of whether Nanyah's alleged investment was in CanaMex or Eldorado, and this is indisputably a material issue. Consequently, this is a fact issue is for the jury and not the Court.

Further, the following undisputed facts demonstrate that Nanyah's current story about its alleged investment always being intended for Eldorado is false. For example, Mr. Huerta testified (as Nanyah's PMK) that he instructed Mr. Harlap to wire the money to the account of Eldorado Hills. *See* Nanyah PMK Depo (attached as **Exhibit 2**), p. 31, lines 4-11. However, contrary to this deposition testimony, on December 4, 2007, Mr. Huerta e-mailed Mr. Harlap instructing him to **wire the $1.5 Million into CanaMex Nevada, LLC's bank account**. *See* NAN241, attached as **Exhibit 3**.

Mr. Huerta further testified (as Nanyah's PMK) that Nanyah wired the funds into Eldorado Hills' bank account and that the money **never** went into the CanaMex's account. *See* Nanyah PMK Depo, p. 29, line 21 to p. 30, line 14 and p. 60, lines 5-14. Further, Mr. Harlap testified that he "transferred the money to Eldorado Hills as per Carlos Huerta's wiring instructions" and that this is the basis of Nanyah's claims. *See* Harlap Depo (attached as **Exhibit 4**), p. 20, line 20 to p. 21, line 11. Contrary to these statements under oath by Mr. Huerta, the bank records unequivocally show that **Mr. Harlap actually wired the $1.5 Million into CanaMex's Nevada State Bank account** on December 6, 2007 (not Eldorado Hills' bank account). *See* NAN387-388, attached as **Exhibit 5**.

In addition, three (3) days prior to filing the 2016 lawsuit, on November 1, 2016 Mr. Harlap sent an e-mail to Mr. Huerta indicating he did not even know at that time how his alleged investment had made it to Eldorado! He stated as follows:

> I need to get to the bottom of how my money and interest first was recorded, **then supposedly shifted from CanaMex to Eldorado Hills LLC** as that process is yet unclear to me so as to see how secure, evident and strong my case against him is or my rights at Eldorado Hills.

See HUERTA000635-636, attached as **Exhibit 6**.

Regardless, either way Nanyah's tax returns are absolutely relevant to the claims and defenses in this lawsuit. The Court has repeatedly found that statute of limitations is still a question of fact. For example, the Court has previously denied in part the Rogich Defendants' motion for summary judgment related to the statute of limitations based on the Court's finding that disputed questions of fact remain regarding this issue. For example, in the transcript of the Court's ruling on this issue, attached as **Exhibit 7,** the Court specifically noted the following:

> First, I find that the motion can be granted only with regard to the fran – fraudulent conveyance action and with regard to the constructive trust....
>
> The other issues [including with respect to the statute of limitations arguments by the Rogich Defendants] are with regard to accrual of causes of action. **There are facts in dispute with regard to that.** I'm going to have to see the demeanor, the personal knowledge, the –the credibility of the witnesses on – on all sides to determine that – if it's me, or a jury's entitled, the parties are entitled to a jury.

Id. at p. 2. (emphasis added).

Further, while Nanyah attempts to preclude testimony and evidence for presentment of a statute of limitations defense, the testimony and evidence already provided in this lawsuit show that Nanyah's claims in this lawsuit are full of fabrications and, more importantly, that both of Nanyah's lawsuits were frivolously filed. Nanyah's tax returns will show how Nanyah's interest in CanaMex or alleged interest Eldorado Hills was classified to the IRS. Further, with the receipt of K-1s from CanaMex Nevada, Nanyah's tax returns will show its **actual notice as early as 2007 that its alleged investment was in CanaMex, not Eldorado**, meaning its claim – if any – accrued in 2008 and its current suits violate the statute of limitations. Nanyah's tax returns are necessary for this defense and the motion to compel must be granted.

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III. THE PAROL EVIDENCE RULE IS INAPPLICABLE IN THIS ACTION. FURTHER, NANYAH INCORRECTLY SUGGESTS THIS COURT'S OCTOBER 2018 ORDER PROHIBITS THE COURT OR JURY FROM CONSIDERING ANY TESTIMONY TO DETERMINE THE ROGICH DEFENDANTS' LIABILITY. THIS IS INACCURATE AS THE COURT'S ORDER ONLY FOUND IT WAS PRECLUDED FROM CONSIDERING ANY TESTIMONY TO DETERMINE THE ELIADES DEFENDANTS' LIABILITY.

According to the October 2018 Order, "Nanyah is an **alleged** third-party beneficiary" to the Purchase Agreement and its purported advance is only an "**alleged** investment in Eldorado." *See* Exhibit 1 (pg. 8, ll. 14-15 and pg. 9, ll. 2-3). Nanyah further argues that the Defendants are barred from contesting that Nanyah's alleged "investment" was in Eldorado, as opposed to the place where Nanyah's money actually ended up, which is CanaMex. Even the October 2018 Order states that Nanyah's alleged investment is just that: **alleged**.

Further, Nanyah's assertions regarding the parol evidence rule are directly contradicted by binding Nevada precedent. While the parol evidence rule generally may be invoked by any party to a contract, the long standing rule set forth in Nevada by the state Supreme Court is that it cannot be invoked by a stranger to such contract. *See Bank of California v. White*, 14 Nev. 373, 376 (1879) (holding that the parol evidence rule "**has no application whatsoever as against any party who is a stranger to the instrument**.") (emphasis added); *see also Pittman v. Providence Washington Ins. Co.*, 394 So. 2d 223 (Fla. Dist. Ct. App. 1981) (recognizing that a third party beneficiary is a stranger to a contract.). Further, under binding Nevada case law, where one party to a lawsuit is not bound by the parol evidence rule, "either party is at liberty to show, by parol, a different state of facts from that set out in the writing." *Bank of California*, *supra*, 14 Nev. at 376. Accordingly, Nanyah's assertions that parol evidence rule somehow bar the Defendants from introducing any testimony or other evidence at trial fail as a matter of law.

Further, Nanyah asserts that "[a]s a consequence of this Court's Order, the application of *Krieger v. Elkins* and the parol evidence rule, the defendants are barred from use of any testimony, exhibit or argument that contradicts the clear and unambiguous terms of the contracts in this case..." *See* Opposition at page 6. However, again Nanyah is misstating the Court's Order. In fact, the only time the Court's Order cites to *Kreiger* is to state that the Court is

"precluded from considering any testimony to determine **the Eliades Defendants'** so-called contractual liability." *See* Order at 8. Nowhere does the Court's Order state that the jury cannot hear the clear and overwhelming evidence that Nanyah's alleged investment was in CanaMex, not Eldorado. And, as noted above, Schedule L of Nanyah's tax returns will show, unequivocally, how Nanyah itself characterized its alleged investment. If, as Nanyah suggests, the alleged investment was actually in Eldorado, why won't Nanyah produce its tax returns and confirm that? The answer is clear: Nanyah's alleged investment was not in Eldorado, but rather in CanaMex. As the November 2016 Email clearly demonstrates, as of that time Mr. Harlap did not even know how his "money and interest first was recorded, **then supposedly shifted from CanaMex to Eldorado Hills LLC**". Thus, Mr. Harlap's current story that the alleged investment was intended from the beginning to go into Eldorado is clearly false. Thus, while the Court may have found it was precluded from considering testimony to determine the Eliades Defendants' liability, it has not found – and as a matter of law cannot find – that the jury is precluded from hearing testimony about how Nanyah's alleged investment was intended for CanaMex, and that as late as November 2016, Harlap himself did not even know it had "supposedly shifted" to Eldorado. As set forth above, the requested tax returns will confirm that the Rogich Defendants' allegations are correct, and that Nanyah was on notice in 2008 that its alleged investment was in CanaMex, not Eldorado. This clearly demonstrates the applicability of the statute of limitations defense which this Court has already found raises disputed issues of fact that can only be resolved by a jury.

IV. CONCLUSION

For all these reasons, the Rogich Defendants respectfully request that this Court compel Plaintiff to produce its federal tax returns from 2007 through 2016 is necessary and warranted and

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grant such other and further relief as the Court deems necessary and appropriate.

DATED: March 18, 2019.

FENNEMORE CRAIG, P.C.

By:_____

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

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and that on March 18, 2109, I caused to be **electronically served through the Court's e-service/e-filing system and/or served by U.S. Mail** true and correct copies of the foregoing **REPLY IN SUPPORT OF MOTION TO COMPEL PRODUCTION OF PLAINTIFF'S TAX RETURNS ON ORDER SHORTENING TIME** properly addressed to the following:

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

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COHEN JOHNSON PARKER EDWARDS *Via E-service*
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Las Vegas, NV 89119
Attorney for Plaintiffs Carlos Huerta and Go Global

Dennis Kennedy
Joseph Liebman *Via E-service*
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 1

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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.	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**
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.	**CONSOLIDATED WITH:** Case No. A-16-746239-C

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

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

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

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

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

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

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

The Relevant Agreements

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

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

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

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

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

i. The Octobert 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's $1,500,000 investment into Eldorado at Exhibit D which clearly and unequivocally states the following: Seller [Rogich and the Rogich Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's $1,500,000 investment into Eldorado.

ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and all the claims of . . . Nanyah . . . each of whom invested or otherwise advanced . . . funds . . . . (i) It is the current intention of Seller [Rogich and the Rogich Trust] that such amounts be confirmed or converted to debt . . . .

iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008 Membership Interest Purchase Agreement and that he understood that Teld's acquisition of the Rogich Trust's membership interests in Eldorado was subject to the terms and conditions of the October 30, 2008, Purchase Agreement.

iv. Eliades acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.

v. "[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and [Teld] will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon."

vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

viii. Nanyah was not a party to this agreement.

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

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CONCLUSIONS OF LAW

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

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

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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

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

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

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

ORDER

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

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

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

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

DATED this 1 day of Oct, 2018.

Nancy L Allf
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

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

Approved as to Form and Content:

BAILEY❖KENNEDY

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

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

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

EXHIBIT 2

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. Case No. A-13-686303-C
10 Dept. No. XXVII
11 SIG ROGICH aka SIGMUND ROGICH as Trustee of The
12 Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC,
13 a Nevada limited liability company; DOES I-X, and or
14 ROE CORPORATIONS I-X, inclusive,
15 Defendants.
16 . . . . . .

17 DEPOSITION OF THE PERSON MOST KNOWLEDGEABLE
18 OF NANYAH VEGAS, LLC
(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 Nevada limited liability
3 company,
4
Defendant/Counterclaimants,
5 vs.
6 CARLOS A. HUERTA, an individual, CARLOS A.
7 HUERTA as Trustee of THE ALEXANDER CHRISTOPHER
8 TRUST, a Trust established in Nevada as assignee of
9 interests of GO GLOBAL, INC., a Nevada corporation,
10
11 Plaintiffs/ Counterdefendants.
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1 APPEARANCES:

2 For Plaintiffs/Counterdefendants:

3 MCDONALD LAW OFFICES, PLLC
BY: BRANDON B. MCDONALD, ESQ.
4 2505 Anthem Village Drive
Suite E-474
5 Henderson, NV 89052

6 For Defendants/Counterclaimants:

7 LIONEL SAWYER & COLLINS
BY: SAMUEL S. LIONEL, ESQ.
8 BY: STEVEN C. ANDERSON, ESQ.
300 South Fourth Street
9 Suite 1700
Las Vegas, NV 89101
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1 I N D E X

2 WITNESS: CARLOS A. HUERTA

3 PAGE

4 Examination By Mr. Lionel 5
Examination By Mr. McDonald 66
5

6 INDEX TO EXHIBITS

7 EXHIBIT PAGE

8 A Notice of Taking Deposition of 5
9 Nanyah Vegas, LLC's Person(s) Most Knowledgeable

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

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

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

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

Q Did it invest in Las Vegas real estate?
A Yes.
Q Was there more than one investment?
A No.
Q What was the real estate that was invested in?
A The property that's owned by Eldorado Hills, LLC, 160 acres on the way to Boulder City.
Q Nanyah Vegas, does it have a license to do business in Las Vegas?
A I don't know. Actually, I do know. I believe that it does not.
Q And it has not had one? Is that a fair statement?
A Well, it was incorporated in Nevada. So I think at one point, it did. So I'm not sure if it's been kept up.
Q Do you know if the company files tax returns?
A I believe that it does.
Q Have you ever seen any of the tax returns?
A I don't remember.
Q Beg your pardon?
A I don't remember.
Q You may have?
A I may have.
Q Where is the office of Nanyah?

A The official office is at the 8880 West Sunset Road, third floor, I believe, in Las Vegas.
Q Is that the Bradford address?
A Correct.
Q Have they ever used your office for any purpose?
A Sure.
Q What purpose?
A To -- for this Eldorado Hills project.
Q Does it have any files in your office with respect to that project or anything else?
A We have -- probably have a file, yes, on Nanyah Vegas.
Q That's your office at 1060 Post Road?
A 3060 Post Road.
Q 3060 Post Road?
A Suite 110, yes.
Q Does it have any employees?
A No.
Q Did it ever have any, that you know of?
A No.
Q Who is the manager of Nanyah?
A Yoav Harlap.
Q Do you have any role in management?
A I'm the only contact person for Nanyah in

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

Q During what years were you a manager and a member?
A Of Eldorado, I believe '05, '06, '07, '08.
Q That's through October 31 of '08? Fair statement?
A Correct.
Q Who were the investors in Nanyah?
A Just Yoav Harlap.
Q Did Jacob Feingold have a role in there?
A I don't believe so.
Q Did D & D Properties have a role?
A I don't believe so.
Q You're familiar with D & D Properties?
A I am.
Q Do you have any interest in Nanyah?
A No.
Q Did you ever?
A No.
Q Did Go Global ever have an interest?
A No.
Q How about Alexander Christopher Trust, did it ever have an interest?
A It did not.
Q And does not now?
A Correct.

Q Is there an Operating Agreement for Nanyah?
A I don't think so.
Q Did it have a bank account in the United States?
A I don't think so.
Q At any time?
A I don't think so.
Q Did Nanyah have a relation -- strike that. What is Canamex Nevada?
A It was an LLC that was formed by Sig Rogich and myself.
Q When?
A I believe it was 2007 or 2008.
Q For what purpose?
A To join with our neighboring property owner to the north. It was about a 150-acre property that was controlled mostly by a gentleman by the name of Mike Giroux. That's G-I-R-O-U-X.
Q Thank you.
A And we were going to put the Eldorado Hills property together with the 150 acres that Giroux controlled, mostly controlled. There was two other partners, I think, he had. And we were going to market all the property together, and work together in terms of the development as the -- the first thing that we

expected to come down the pike would be the improvement of the 95 by NDOT, and they were going to put a new interchange right along those properties.
Q Did you play a role in what you just told me, namely, putting these two properties together and exploiting them?
A Yes.
Q What did you do?
A Well, I had multiple meetings with the Giroux group, and actually one other adjacent owner there as well by the name of Lynn Goodfellow, and discussed that there would be the potential to have a better plan if we all went in together and coordinated the different uses. And I thought that it would increase the value of both properties. We had meetings with them. And we were going to proceed.
Q What, if anything, did you do in connection with proceeding with that plan?
A Formed Canamex Nevada, LLC; hired engineers to do an entire master plan, site plan, and renderings for the properties; and had come to an agreement with the Giroux group on how to do it; and was starting to raise the money for it.
Q What did you do in connection with trying to raise the money?

A Speak to investors like Harlap, and others.
Q Did you raise any money for it?
A Uh-huh. Yes.
Q Who from?
A I believe that it was mostly Go Global at the time.
Q How much did Go Global invest?
A I don't remember.
Q Do you have any idea?
A I don't remember.
Q Was it more or less than $100,000?
A Probably would have been less than $100,000.
Q Did Go Global have an interest in Canamex Nevada?
A Yes.
Q What kind of an interest did it have?
A I don't remember the percentage. Starting out, it probably was 50 percent, along with Sig probably would have been the other 50 percent, Sig Rogich.
Q Was the attempt to exploit it, by that I mean, an attempt to have sellers joined interest?
A The intention would have been to sell the majority, if not all of it. But we realized it would have taken time. I doubt that it would have been, in

other words, one purchaser that would buy all 310 acres.
Q Did you prepare a lot of plans or ideas with respect to exploiting the property?
A Yes.
Q Did Canamex Nevada file tax returns?
A I don't think so. I don't think we ever got to that point.
Q Who invested money besides you --
A I don't think anyone.
Q -- besides Go Global?
A I don't think anybody else did.
Q Aside from this lawsuit and the claim in the lawsuit, did Nanyah have any relationship with Eldorado Hills, LLC?
MR. McDONALD: I'm going to object to the form of that question.
THE WITNESS: I guess, what type of relationship?
BY MR. LIONEL:
Q Any kind?
A Yeah, they were an investor, planned to own a piece of the company that owned it.
Q Are you talking about the claim in this lawsuit?

A That's a legal question. So in terms of the claim in this lawsuit, I'm not sure how that all breaks out. So I'm not comfortable answering it. But they had a relationship with Eldorado Hills, yes. Any other relationship, I'm not exactly sure what you mean by that.

Q Huh?

A Any other relationship, I'm not exactly sure what you mean by that.

Q Did they do any business with it?

A They invested $1.5 million.

Q Anything else?

A We talked about the project, and the future, and gave ideas to one another about what could happen there, strategized about it in terms of how to best market the property, and how to gain the most value out of it.

Q Are you familiar with the Complaint in this action?

A I am.

Q Are you familiar with the Amended Complaint?

A I think so, yes.

Q Do you have any question? Would you like to see it?

A No. Thank you.

Q Did you see both of them before they were filed?

A Yes.

Q You approved both and authorized the filing?

A Yes.

Q Paragraph 15 of the Complaint says that in 2006 or 2007 -- let me get the precise language.

A Sure.

Q I'm reading paragraph 15 of the Amended Complaint. You have it in front of you there?

A Yes, sir.

Q "Subsequently 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 interest."

Are you familiar -- you just looked at that paragraph?

A I did.

Q Is that what happened?

A Yes.

Q How do you place it in 2006 and -- strike that.

Was all that money invested at one time?

A No.

Q When was the Robert Ray money invested?

A Pretty sure it was '06.

Q When was the Nanyah money invested?

A '07.

Q Did you have anything to do with the Ray investment in 2006?

A Yes, sir.

Q What did you have to do with it?

A Told him about the project, and let him know that we were looking to raise money for it. And, I mean, I'm making it more brief than what had occurred. He obviously wanted to know about the project, and I explained it to him. And he came with a rather large investment on a short amount -- in a short amount of time in order for us to be able to close on the initial property with Rogich's client -- I think last name is Ryu, R-Y-U -- because we needed to raise extra money right before closing.

Q Tell me why he had to raise -- he had to raise extra money?

A Who's "he"?

Q Ray?

A No, no. Ray invested money. Sig Rogich and myself for Eldorado Hills had to raise extra money at the end because the loan that we had contemplated that

was going to come in wasn't going to be for the number that we were first told. So we needed to come up with extra cash. And we raised money from Robert Ray and Antonio Nevada in order to close.

Q This was in connection with the original acquisition by Eldorado Hills --

A Yes.

Q -- of the property?

A Exactly. And that's when Ray invested. Now, Ray invested actually more than the $283,000, so you know, originally.

Q Tell me about it.

A I believe the number was $500,000. And the way he -- kind of did it as a favor with the potential that he would be an investor in the future, so he made it in the terms of a loan. And once the -- I believe we got the property refinanced after the initial closing. And then there was a gentleman's agreement -- I'm not sure if there was anything in writing -- that we would go to Robert Ray and say, "How much do you want to hold in the project?" He then told us how much he wanted back. So we cut him a check for a portion. And then he left the rest in the company as an equity investment.

Q Did you deal with him initially?

A Yes, sir.
Q Did you go to him, or did he come to you?
A I went to him.
Q When part of his half million dollars -- or -- originally it was the half million a loan?
A Exactly.
Q Were there loan documents?
A I don't remember.
Q Do you remember signing any documents?
A Kind of, yes.
Q What does "kind of" mean?
A Well, it was eight years ago, you know. So I don't remember. I do remember signing something, but I couldn't swear to it unequivocally. Robert and I have known each other for a long time, so I don't think he would have required a document. But I probably gave him one. And I brought Robert also, by the way, to meet Sig Rogich about it.
Q You what?
A I brought Robert into the office to meet with Sig as well prior to the investment, so --
Q What office did you take him into?
A I think it was 3980 Howard Hughes, not the 3883. But then Robert later came to the 3883 as well, so I can't remember which one was which.

Q Would you look at paragraph 17?
A Yes.
Q I'll read it. Paragraph 17 of the Amended Complaint:
"While Ray's interest in Eldorado are believed to have been preserved, despite contrary representation by Sigmund Rogich, Nanyah never received an interest in Eldorado while Eldorado retained the million five."
Why do you say his interests are believed to have been preserved?
A He still receives K1s from Eldorado Hills, LLC, and chose an ownership percentage in the entity.
Q And the tax returns showed his interest, didn't it?
A I believe so.
Q Do you know why in the original Complaint here he sues claiming he had no interest?
A Yes.
Q What's the reason?
A I think there's more than one reason.
Q I'm listening.
A There's been -- from what he's told us in a meeting, there's been zero reporting in terms of what's going on with the asset. There is a tenant on the property that presumably pays rent. Never seen any

kind of financials on the entity. He doesn't know how much money is going into the company. He doesn't know anything. So he wonders if his interest is even going to be honored, or accepted, or kept in the company at one point. We have an experience now -- he has an experience now on how other members' interests can suddenly vanish based upon an arbitrary decision by the current managers of the entity. So he doesn't know if his is going to be preserved. But he gets really no information other than a K1. There is no money coming in to him at all whatsoever. So there's a concern that his investment could be going up in a cloud of smoke as the others have.
Q Did this condition or situation prevail during the years that you were manager there in 2006, 2007, 2008?
A This situation that I just described? Is that what you're asking?
Q Yes.
A No.
Q What did you do with Mr. Ray, for Mr. Ray, or to Mr. Ray during those years?
A I would update him on what's going on with the property; what offers we had coming in; what was going on in general with the development of the property; I

would send him site plans; I'd tell him what the potentials were with the Canamex Nevada project that we were going to try to go into. So he was kept up to date on a regular basis.
Q And you say that stopped once you left?
A No, I still was -- not once I left. I still was somewhat involved after the purchase of my interest, that has all of a sudden seemingly conveniently gone up in a cloud of smoke. But I still was involved with the project, and I still was doing things even up through '09. So I would keep Mr. Ray up to date probably to mid-'09.
Q These other things you talked about happened after that, are you saying?
A That's when Robert Ray's concerns escalated, let's just say.
Q Getting back to paragraph 17 --
A And by the way, another thing that I remember: I brought Robert Ray to see Sig Rogich after my interests were sold in Sig's office, and we spoke with Sig about the investment. So I would actually come with Robert and update him, and we gave him an update. And Sig, I remember saying that he would do the right thing in terms of everybody involved. But after that, I don't think there's been any other meetings.

Q When was this conversation?
A In '09.
Q When in '09? Do you remember?
A No, I don't remember the month.
Q Paragraph 17 says:
"Nanyah never received an interest in Eldorado while Eldorado retained the million five."
Is that correct?
A Yes, sir.
Q Is there any documentation that you know of with respect to the million five that Nanyah said was given to Eldorado?
A There is.
Q What is the documentation?
A We have Eldorado Hills' bank statements, for one, showing the 1.5 million.
Q Wait a minute.
A Sorry?
Q Bank statement of Eldorado?
A Eldorado Hills, LLC, Nevada State Bank. We also have an agreement --
Q Please.
A Oh, okay. Sure.
Q What was the date of that? Do you know?
A 2007. I'm not sure what month. It would have

been late 2007, probably December. But, again, it was seven years ago, or six and a half years ago.
Q Okay. Go ahead.
A Then there's an agreement that was signed in October 31st, 2008, that you referred to that date earlier.
Q Agreement of what?
A You referred to that date, October 31st, 2008. I believe it's called the Purchase Agreement.
Q Uh-huh.
A So Nanyah Vegas' investment was documented in that agreement, as was Mr. Ray's.
Q Are you talking about the potential claimant list?
A Uh-huh, yes.
Q Anything else?
A I don't know if there's anything else. There could be. I don't remember at the current time.
Q You say some time, probably in December of 2007, there's a bank statement of Eldorado from Nevada State Bank that shows a million and a half?
A Yes.
Q Did that million and a half remain there?
A Eldorado Hills -- it remained in Eldorado Hills' account.

Q Until when?
A I don't remember. Some of it might have gone into Eldorado Hills', like an interest-bearing account as well.
Q You don't know about that? You say it may have gone --
A Yes.
Q -- in an interest-bearing account?
A That was associated to Eldorado Hills.
Q Huh?
A Yes, into an interest-bearing account with Eldorado Hills.
Q Like a money market account?
A I don't know what kind of interest bearing, but --
Q When you got -- start over. Withdraw.
Do you know of any documentation besides the bank statement you referred to and an agreement dated October 31, 2008, the Purchase Agreement?
A You asked that already. I said no --
Q I'm asking you again.
A I said I don't remember.
Q You don't remember?
A Correct. I said the same answer before, actually.

Q Where did the million -- was that a million five we're talking about?
A Yes, sir.
Q Where did the million five come from?
A From Nanyah Vegas.
Q I beg your pardon?
A From Nanyah Vegas, Nanyah.
Q Was it cash?
A No.
Q What was it? Give me the form of media.
A I believe it was a wire.
Q A wire? A wire from where?
A From Nanyah Vegas.
Q From Israel? From Las Vegas? From Clark County?
A I don't remember.
Q Did you see that wire?
A Literally?
Q Literally?
A No. Can't see a wire. It's electronic.
Q Did you see any evidence with respect to this wire you're talking about?
MR. McDONALD: Object to the form.
THE WITNESS: Of course.
/ / / / /

BY MR. LIONEL:
Q I beg your pardon?
A Of course.
MR. LIONEL: Would you read my question back, please?
(Record read)
THE WITNESS: The answer is: Of course I did.
BY MR. LIONEL:
Q What did you see?
A We already referred to it, the bank statement from 2007. The money went into Eldorado Hills' account, which I was a signer on.
Q The money came by wire; is that correct?
A I don't remember. You asked me, how did it come? I believe it was by wire. You asked me if it was cash. It definitely was not cash. So he either sent a check, or he sent a wire.
Q But if it came by wire, you don't know where the wire was sent from?
A Correct.
Q Where was it sent to?
A The 2007 Eldorado Hills, LLC, bank account that was at Nevada State Bank, in Nevada.
Q The wire was sent to the bank? Is that what you're saying?

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

So we talked about the project; what the money was going to go for; and what we planned on doing with the project.
Q Did you instruct him to send the -- wire the money to Nevada State Bank to the account of Eldorado Hills?
A Yes, sir.
Q Were you notified when the money came in?
A Yes.
Q And that money went in the Eldorado account?
A Yes.
MR. McDONALD: Asked and answered.
THE WITNESS: Yes.
BY MR. LIONEL:
Q And then what happened to the money?
MR. McDONALD: I believe that's been asked and answered as well.
THE WITNESS: Eldorado Hills benefited from the money, and Eldorado Hills used the money.
BY MR. LIONEL:
Q That was not my question. My question is: What happened to the million five?
A My answer is Eldorado Hills accepted the money, and used the money.
Q Did the money remain in that account for any

period of time?
A I believe so.
Q How long?
A I don't remember.
Q More than a week?
A In that account, I don't remember.
Q Was that money withdrawn within a week?
A I don't remember.
Q Did you withdraw it?
A Did I withdraw it?
Q Yes.
A I don't remember.
Q You may have?
A I don't remember.
Q Do you deny that you did?
A Did I deny it?
Q Yes.
A No, I said I don't remember. That's not denying. Correct? I said I don't remember. You just put words in my mouth. I don't appreciate that.
Q I'm not trying to put words, and I don't think I put words in your mouth.
A You just did.
Q I'm just trying to find out what happened to the million and a half.

A Okay. Mr. Lionel, you just said that I denied it. And just before that I said I don't remember.
Q I have a right to cross-examine and go further. And I think you've --
A And I'm answering your question. The answer was, I do not remember.
Q Then I'll ask you this question: Do you deny that you had that money put in a money market account?
A I don't remember.
Q Do you deny it?
A No.
Q Do you deny that on December -- that the day following the million and a half was wired into the Eldorado Hills account, you had that money transferred to the Eldorado money market account?
A I don't remember what -- in what day that money was transferred. I have not looked at those bank statements. So, and I don't -- and I haven't looked at the accounting records in a long time.
Q Do you still have the bank statement?
A I believe so. I think they should have been produced in this litigation, too.
Q I do, too.
A Oh, okay.
MR. LIONEL: Brandon?

MR. McDONALD: I'll look for them.
BY MR. LIONEL:
Q Would you have records of any transfer to this money market account?
A I should.
Q You should have those records?
A I should, yes. So would Mr. Rogich, by the way.
MR. LIONEL: Move to strike the last gratuitous statement.
BY MR. LIONEL:
Q Do you remember how much was transferred to that account?
A No, sir.
Q Could it have been $1,450,000? Does it ring a bell?
A It does not.
Q Does not. What number do you remember?
A I don't.
Q You don't. Do you know about money being withdrawn from that money market account?
A No.
Q Was any of that money withdrawn and given to -- transferred to Go Global?
A Yes.

Q How much?
A I don't remember. A lot.
Q Have you read the Answer and Counterclaim in this case?
A I believe so.
Q Do you remember the amount that it stated?
A No. It was a while ago.
Q About 1,420,000?
A Okay.
Q Does that make some sense?
A It does.
Q That money was transferred out of the money market account to Go Global?
A I don't remember where it came from.
Q You don't know where it came from?
A I don't know if it was the money market account or the checking account. I really wouldn't do that myself, transfer money from the money market into checking. My assistant would do that.
Q Who would do it?
A My assistant usually would do that, based upon what she thought made sense.
Q Would you instruct her?
A Not necessarily.
Q Did she take out 1,420,000 every day on her

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

1 transfer from the Eldorado account to its money market
2 account?
3 A I think I know that what would have triggered,
4 I've tried to explain that. Do you want me to try
5 again?
6 Q Please.
7 A Her name was Summer. She was more than just a
8 secretary. She actually ran all the books for all the
9 investments. Okay. So she had a good handle on the
10 expenses that would be upcoming, sometimes as well or
11 better than I. She had a good handle on the money that
12 was coming in. And she would speak with me on a
13 regular basis. Her office was in my building. And so
14 she was aware that if we had money that we were going
15 to use for something that, down the road or not right
16 away, to go ahead and put it in money market so that it
17 would earn interest versus just leaving it in checking.
18 So that type of philosophy, if you will, or corporate
19 policy, or concept, was regular.
20 Go Global did many real estate transactions
21 that she also managed, which you are also aware of. So
22 that was kind of what we tried to do, just try to
23 maximize interest. We were paying a lot of interest in
24 loans. Sometimes we would try to make some interest on
25 our end.

1 So that would be a trigger, in answer to your
2 question.
3 Q Her name is Summer Rellmas, R-E-L-L-M-A-S?
4 A Yeah, and it's Rellmas. You spelled it
5 perfectly, yes.
6 Q But I didn't pronounce it perfectly.
7 A It's tough. Yeah, Rellmas. It's a unique
8 name.
9 Q I beg your pardon?
10 A It's a unique name.
11 Q All right. I think "Summer" is a great name.
12 A Me, too. I agree.
13 Q Falls under what I think the best name is
14 "Nevada" for a woman. But "Summer" is pretty good,
15 too, isn't it?
16 A Fair enough.
17 Q If I understand your testimony, you have no
18 memory of having anything to do with the million and a
19 half or any portion of that million and a half moving
20 from the Eldorado account to its money market account?
21 MR. McDONALD: I'll object to the form.
22 THE WITNESS: To say no memory, you know, six
23 and a half years ago to now, I'd say that I may have
24 some memory. But that actual dollar amount that you
25 quoted to me, I did not remember that dollar amount,

1 nor the date. It would have -- for such a large amount
2 of money, the normal policy would have been to put it
3 into an interest bearing type of account. So that does
4 make sense to me.
5 BY MR. LIONEL:
6 Q But you have no memory of you being involved
7 in a transfer of those funds?
8 A Oh, okay. I agree with that statement.
9 Q Why did that money go to Go Global?
10 A Go Global had advanced money to Eldorado Hills
11 for many months to pay off the A&B Financial monthly
12 payment which I mentioned earlier. It was a
13 hundred-and-something-thousand dollars a month. At the
14 time, Rogich and I were equal partners and we were
15 supposed to put in money equally. He ran out of money
16 and couldn't make the payments. So Go Global came up
17 and said Go Global will loan the money to Eldorado
18 Hills, LLC, up until a point where Eldorado Hills can
19 afford to pay it back. And so I had been making
20 payments. I'm not sure for how many months, but it was
21 a lot of money. And Eldorado Hills owed Go Global that
22 money back.
23 Q At the time this million and a half came in,
24 the wired money, did Eldorado have any -- much funds in
25 that account?

1 A Probably not.
2 Q Eldorado was very low on money at that point
3 in time, wasn't it?
4 A Yeah. Go Global would fund Eldorado on a
5 monthly basis to pay $108,000 worth of interest.
6 Eldorado would send the majority, if not all, of that
7 money to the lender that had the loan on the property.
8 Q Well, let me --
9 A Sure.
10 Q Some time in December of 2007, a million and a
11 half came into the Eldorado Hills account at Nevada
12 State Bank, right?
13 A I believe so. I believe that's the right
14 month.
15 Q Do you have any idea how much money,
16 approximately how much money was in the account at the
17 time the million and a half came in?
18 A I don't.
19 Q Would it have been a small amount, perhaps a
20 few thousand dollars?
21 A I don't remember.
22 Q Do you have any records or documents which
23 would show it? Would your bank statements show it?
24 A It would.
25 MR. LIONEL: Counsel, we need --

MR. McDONALD: I'll look for them and get them to you.
BY MR. LIONEL:
Q At the time the money was taken out of that account and given to Go Global, were you involved in that transaction?
A Yes.
Q What did you do?
A Paid Go Global back the money that it was owed by Eldorado Hills.
Q What was the form of the payment?
A Either a check or a transfer.
Q If it was a check, would you have signed it?
A Yes. If it was a check, I would have signed it.
Q And if there was transfer, would you have signed some document authorizing that transaction?
A Yes.
Q You don't remember the amount?
A I do not.
Q Was it more than a million dollars?
A I don't remember.
Q Was it more than half a million?
A I would say so, yes. I think it was more than a million, but I don't remember exactly.

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

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

Hills property were due, we would make payments together for, on behalf of Eldorado Hills, to make the monthly interest payments, right?
Q You say "payments together." You and Mr. Rogich?
A Right, well, through Eldorado Hills. We made sure that Eldorado Hills had enough money in it to fund the payments to the lender.
Q Who made the payments?
A Eldorado Hills.
Q Who signed the checks, or whatever the form was?
A I don't remember who signed the checks. Probably me, but I don't remember.
Q Are those checks still maintained with the bank statements?
A I think so.
MR. LIONEL: Counsel?
MR. McDONALD: Noted.
THE WITNESS: Could have been wired.
BY MR. LIONEL:
Q Tell me about a conversation you had about the payment to Go Global in this instance.
A Wait a minute. But I was still explaining the last one.

Q Sure.
A So we would make sure -- "we" being Mr. Rogich and myself -- that Eldorado Hills would have enough funding to make the payment to the lender. Correct? We did that for about a year and a half. Okay. Then at one point throughout that year and a half, Mr. Rogich could no longer afford to fund Eldorado Hills to make those payments. So Go Global did. So Go Global was making those payments into Eldorado Hills who would, in turn, make a payment to the lender.
That's the process of how we used the money in Eldorado Hills to make the payments not only to the bank, but for engineers, or any other kind of professionals that we had working on the property.
So then I would speak with Mr. Rogich on a regular basis. He was aware of what was going on with the entity. He knew about offers that we had received on the entity. He knew about what the plans for the entity were. He knew that the entity, Eldorado Hills, did not have enough money in it to just fund $108,000 a month every month.
So when I went to Mr. Rogich and said I'll make these payments, but when we raise more money or get the property refinanced, Go Global is going to get paid back, he agreed to me making those payments into

Eldorado Hills, which enabled Eldorado Hills to keep that loan current and funded and paid up.
So when that money came in, I had been working on raising money from Nanyah and others for a long period of time. It was already understood before the check was written to Go Global, or the money was transferred to Go Global, that Go Global was owed the money by Eldorado Hills.
So Mr. Rogich was very aware that that money was owed to Go Global, and that it had been owed for quite some time. Mr. Rogich hadn't come up with any more money himself to make the loan payments. So he knew that Go Global needed to be reimbursed.
Q Let me ask --
A So he had many conversations with me throughout the process and even after the process that that money was going to Go Global.
Q You were effectively managing it, but you're telling me that you told him about these advances?
A The advances that Go Global was making into Eldorado Hills?
Q Yes.
A Absolutely.
Q But did you have a conversation with Mr. Rogich with respect to this check, or whatever, or

this transfer of 1,420,000 to Go Global?
A Yes.
Q When was this conversation?
A It would have been in the month that that money came in. So if that was -- if you're telling me that that's December of 2007, it would have been in December of 2007 or January of 2008.
Q I'm not telling you when it was. You're the one that told me when it was.
A Okay.
Q Okay. Tell me about your conversation.
A By the way, let me correct that I didn't say that it was December of 2007. I believe that it was in 2007. I don't have the bank statement. So I'm not going to state unequivocally. We're talking just, you know, more or less.
Q I accept that.
A Okay, okay. Making sure.
Q It's not my testimony here. It's yours.
A And it is mine. I want to make sure that it's accurate.
Q I hope so. But I'd like that, too.
A Right.
Q Now, tell me a conversation you had about writing -- you're not sure whether it was a check or

some other form of transfer, right, to Go Global?
A Correct.
Q Did you discuss that specific transfer, or whatever form it was, with Mr. Rogich?
A Yes.
Q When?
A In the month that the money was transferred.
Q Where was this at?
A It would have been in Mr. Rogich's office --
Q What did you say and what did he say?
A -- which I had an office there as well, by the way.
Q What did you say and what did he say?
A I don't remember the exact conversation, but he knew that the money -- like I explained earlier through that long monologue -- that he knew that the money was owed to Go Global, and he knew that Go Global was to be reimbursed when the money came into Eldorado Hills, LLC. So he was aware that Go Global was going to take back the money that it had advanced.
Q That's not a conversation, Carlos.
A No? Okay.
Q I want the conversation you had with him.
A But, again, it was six and a half years ago, and there's no way I could come up with the

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

money being wired would be shown there?
A Correct.
Q And the money going to money market account would be shown?
A Should be, yes.
Q And the 1,420,000 would be shown?
A Yes, yes.
Q Did the QuickBooks indicate what the million four -- strike that.
Would the QuickBooks show what the 1,420,000 was transferred for?
A It would, yes.
Q What did it show?
A Oh, I don't remember. I haven't seen the QuickBooks. But we kept a pretty good accounting of where the monies came from, and where they went to, and the reason why. So QuickBooks allows you to put in a category and what it's for. So we did a pretty decent job of documenting that.
Q And it would have showed payments for advanced monies?
A That's right.
Q You would have some records that would show the amount of the advancement at that time was 1,420,000?

A Yes.
Q You're sure that the QuickBooks didn't show that the 1,420,000 was for a consulting fee?
A I don't know what it would show in that regard.
Q Would that surprise you?
A No.
Q Why wouldn't it surprise you?
A There was something that occurred with that. I can't remember exactly why it would have been a consulting fee, but I believe later it was changed back to just a loan payment. Oh, I do remember why it was a consulting fee. I do remember why we did that, now that you bring it up.
Q Tell me.
A Yeah. So throughout the process in '07 and '08, our goal was to get better financing for the property. So we were working with other lenders. Okay. And in order to -- and I had conversations with Mr. Rogich and Melissa Olivas about it, but it was never a confrontation or an accusation as you alluded to.
So Go Global had been almost exclusively for like two or three months working on refinancing of that, of the property. And so in order to get the

refinancing on the property, Rogich and myself were probably going to have to produce tax records, income, financials, assets. And so we came in and started putting the package together. And I told Melissa and Sig, "Hey, our chances of getting a loan are going to be much better if our financials look better, and it's better that -- I haven't made any money over the last year -- it's better that I take an income for this in the meantime to at least try and get -- or, take a consulting fee versus a loan payment so that we can get better financials put forth to the banks, and that we got a better chance of getting it refinanced."
It never transpired. We never got the refinancing. So it didn't end up helping Eldorado Hills or help us get the refinancing until that 2008 October situation occurred when Iliadis came in as an investor.
Q So you wanted the record to show it was a consulting fee --
A Correct.
Q -- and not an 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 And you had this conversation with whom?
A With Melissa and Sig.
Q Were they both at the same time?
A I don't remember that.
Q Where was the conversation?
A It would have been in Sig's office at Howard Hughes.
Q Anybody else present besides the three of you?
A Probably not.
Q When was this in relationship to when the money got there, the million five?
A It would have been right after.
Q That was before you wrote the check, or other transfer?
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?
A Correct.
MR. LIONEL: Maybe we ought to take a break.
THE WITNESS: Sure.
(Recess)

1 MR. LIONEL: Back on the record, please.
2 BY MR. LIONEL:
3 Q I think before you talked about that exhibit
4 for the potential claimants?
5 A Yes, sir.
6 Q And it showed a million and a half for Nanyah?
7 A Correct.
8 Q Did it say -- it said, "through Canamex,"
9 didn't it?
10 A I don't remember.
11 Q What's the relationship between Canamex and
12 Nanyah?
13 A Nothing really, I mean, other than the fact
14 that the idea in 2007 was to refinance the property and
15 then join our property with the Giroux property -- our
16 property being the Eldorado Hills property -- with the
17 Giroux property, and form Canamex Nevada, one greater
18 entity, and master plan it together. And Nanyah
19 expected that that would occur. That was the hope.
20 But it did not occur, because we all know what happened
21 after the fact, the economy, and we weren't able to get
22 refinancing. So Canamex really never got off of its
23 feet, so to speak. And so Nanyah never really had an
24 interest in Canamex, and nobody else did either, or it
25 wasn't worth anything.

1 Q In 2007, did Canamex have a bank account?
2 A I think so.
3 Q Where?
4 A It would have been at Nevada State Bank.
5 Q Did you have anything to do with that account?
6 A Sure. If it did have an account -- I seem to
7 remember it did -- I would have opened it.
8 Q I'll represent that exhibit, it says "through
9 Canamex" when it talks about Nanyah interest.
10 A Okay.
11 Q Do you know why it does?
12 A I'll try to explain it again, but only for the
13 same reason that I already tried to explain, is that
14 the intent of Eldorado Hills, LLC, in '07 was to become
15 a member in Canamex Nevada, and the intention was that
16 Canamex Nevada would be the greater entity that would
17 own Eldorado Hills. So at one point, it would have --
18 in 2007, when I was speaking about bringing in the
19 additional capital, being the $1.5 million, and more --
20 we were trying to raise money for the entity, Sig
21 Rogich was as well -- the intention would have been to
22 invest it into Eldorado Hills that would then join
23 Canamex Nevada.
24 So it probably was put in through Canamex
25 Nevada, LLC, in the exhibit in order to differentiate

1 Nanyah to Eddyline, and differentiate Nanyah to Robert
2 Ray, and to Antonio that Nanyah came in much later than
3 Eddyline and Ray and Antonio and Go Global and Rogich.
4 Q And you say this million and a half was
5 supposed to be used in connection with putting the
6 properties together and exploiting the property?
7 A No. Again, I don't know how to better
8 describe it. Maybe English as my second language is
9 causing a problem here.
10 But the intention was that Eldorado Hills
11 would eventually become a member and put all of its
12 assets into Canamex Nevada. The Nanyah investment came
13 into Eldorado Hills, which then would have been moved
14 into the Canamex Nevada, LLC, entity that would have
15 owned the Eldorado Hills property and the Mike Giroux
16 property.
17 Q Is that when you told Harlap?
18 A That would -- yes, that would have been the
19 goal.
20 Q And that was why he was sending a million and
21 a half?
22 A No, no, that's not why. The 160-acre property
23 itself that was owned by Eldorado Hills, LLC, was
24 perceived to having value. So he was really going to
25 invest in Eldorado Hills, LLC. In order to increase

1 the value, in my opinion, would be to accomplish what's
2 called plottage and put properties together to form a
3 larger property that you can then plan in a more
4 organized and valuable fashion.
5 Q And what you're telling me is the million and
6 a half did not get into the Canamex account?
7 A I don't believe so. I don't believe that it
8 ever made it to the Canamex Nevada account.
9 Q No, it went directly in Nevada State Bank?
10 A Eldorado Hills' checking account at Nevada
11 State Bank, I believe so. But you seem to know certain
12 things that I don't, so I'm hesitant to answer certain
13 things because you seem to know the answer before I do.
14 But I don't believe it ever went into Canamex Nevada.
15 Q Well, you were on the Canamex account, weren't
16 you?
17 A Yes, sir.
18 Q Do you have the bank statements for it?
19 A Probably in the office, Summer Rellmas would
20 have collected them, yes.
21 MR. LIONEL: Can you get those, Counsel?
22 We've asked specifically for them effectively.
23 BY MR. LIONEL:
24 Q But I'm flattered when you say I know things
25 you don't know.

A Well, yeah. You know some specifics, for sure. But I'm not trying to flatter you. I'm just stating the truth.

Q Why was a Nanyah investment beneficial to Eldorado?

A Eldorado Hills, if it didn't raise more money -- doesn't matter from Nanyah, or Sam Lionel, or John Doe -- was at risk of losing the property in a bank foreclosure because Eldorado Hills, LLC, had a lender that had the property as collateral. And if the loan would not be paid on a regular basis, they could foreclose.

Q That's why the million and a half was a benefit?

A Again, the million and a half, and then some. Later more money was brought into the entity as well. So any amount of money would have been a benefit in order to contend with the financing.

Q Let's stick to the million and a half.

A Yes. The answer -- the million and a half -- but, again, any other money would have benefited Eldorado Hills, LLC, which we were trying to raise.

Q Let's stick to the million and a half. Was the million and a half a benefit to Eldorado?

A Yes. Sure.

Q For the reason that you gave?

A Correct. Yes, sir.

Q Are there any documents or anything that would show that this was a benefit and that Eldorado accepted it for that purpose?

A The bank statement.

Q Just the bank statement? That's it?

A That I can remember at this point in time, yes.

Q And the bank statement showed that they accepted it? Is that your point?

A Yes, sir.

Q It doesn't show what they were going to do with it, or anything like that?

A The bank statement wouldn't show that, no.

Q Tell me what efforts were made by Nanyah to obtain an interest in Eldorado Hills.

A Well, the investment of the $1.5 million would be one. And then at that point, I believe and feel as if I had a close enough, good enough relationship, and still do, with the principal of Nanyah, that he basically left it up to me to be a steward of that capital and of the asset, had explained to him what the asset was. And he invests all over the world. He invests in the United States. And that was his first

venture in Nevada. And he said, "Carlos, you're just going to manage that for me." So he left it up to me.

Q What did you as steward do to get that interest?

A I was the manager of Eldorado Hills. I felt like I equally controlled Eldorado Hills along with Sig Rogich. So I just tried to do the best that I could with the project at hand, marketing it, developing it, refinancing it, and capitalizing it.

Q But this is a lawsuit to get that interest, right, for Nanyah?

MR. McDONALD: Object to the extent it calls for a legal conclusion.

BY MR. LIONEL:

Q Is that correct?

A I think that's part of the lawsuit, in my opinion, yes.

Q He's been trying to get it since he put the money in, right?

MR. McDONALD: Same objection.

THE WITNESS: Listen, I would not -- I see -- I understand your question, and why you would ask it. I don't think it was a concern, though, in 2007, and even in 2008, about him obtaining an interest. I mean, the money was sent. It was a confidence thing. The

money benefited the company. The company benefited from his money. And it was just trusted that the right thing would be done with his capital.

I mean, the fact of the matter is $1,500,000 was invested. Eldorado Hills did use that capital. Okay. I advanced -- Go Global advanced it to Eldorado Hills, and Eldorado Hills owed that money to Go Global. So there wasn't really an effort or, like you're describing it, to go try to get the interest. We accepted that the interest was given at the time.

BY MR. LIONEL:

Q Have I got the right lawsuit?

A There was a million and a half invested in Eldorado Hills, LLC, so I think you do have the right lawsuit, yes.

Q Thank you.

A Yes. You're welcome.

Q Now, were you involved with the tax returns of Eldorado?

A Sure, yes. Involved, yes.

Q You were the tax matter partner?

A I think so.

Q In 2007?

A Yes.

Q 2008?

A No, I don't think so, no.
Q In 2007. In 2007, Mr. Ray was shown as being an investor, as having an interest in Eldorado, right?
A Correct.
Q And also in subsequent years; isn't that correct?
A I believe so, yes.
Q Was Nanyah ever shown as having an interest in it, in Eldorado?
A You may know better than I. But not that I know of.
Q As a matter of fact, in 2007 when you were tax matters partner, and Mr. Ray's interest was shown, nothing was shown there for Nanyah's interest, right?
A Yes.
Q And you, as tax matters partner, could have provided that, right?
A Could have, yes.
Q And you've seen the Complaint here and the Amended Complaint, correct?
A Yes.
Q You approved them?
A Approved?
Q Both of them?
A How do I approve a Complaint? Oh, oh, mine --

yes, I do approve them.
Q And authorized their filing?
A Yes.
MR. LIONEL: Why don't we take a five-minute break? I may be through.
(Recess)
MR. LIONEL: I have no further questions.
MR. McDONALD: I just have one quick question.
EXAMINATION
BY MR. McDONALD:
Q As you testified earlier, in late 2008, Mr. Rogich agreed to purchase your interest in Eldorado Hills, correct?
A Yes, sir.
Q There was a Purchase Agreement that was executed?
A Yes.
Q Is it your understanding that the Purchase Agreement, when it was executed, Mr. Rogich was agreeing to indemnify you for any claims related to Nanyah Vegas?
MR. LIONEL: Objection.
BY MR. McDONALD:
Q You can answer.
A That was my -- that is my understanding.

MR. McDONALD: Okay. I don't have any other questions.
MR. LIONEL: That's it.
(Thereupon, the deposition concluded at 10:48 a.m.)

CERTIFICATE OF WITNESS

PAGE	LINE	CHANGE	REASON

* * * * *

I, CARLOS A. HUERTA, witness herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

CARLOS A. HUERTA DATE

1 CERTIFICATE OF REPORTER

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

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

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

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

12 I further certify (1) that I am not a
relative or employee of an attorney or counsel of any
13 of the parties, nor a relative or employee of any
attorney or counsel involved in said action, nor a
14 person financially interested in the action, and (2)
that pursuant to Rule 30(e), transcript review by the
15 witness was requested.

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

18

19 _____

20 MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

21

22

23

24

25

EXHIBIT 3

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:28 PM
To: Mark Simons
Subject: FW: *** Detected as Spam (Black List) *** Re: Las Vegas

---

From: Yoav Harlap
Sent: Tuesday, December 4, 2007 7:21 PM
To: Carlos Huerta <Carlos@GoGlobalProperties.com>
Subject: RE: *** Detected as Spam (Black List) *** Re: Las Vegas

Carlos,

I've given the instructions and the transfer of $1.5 Million will be done on Thursday from Goldman Sachs Zurich.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] **On Behalf Of** Carlos Huerta
Sent: Tuesday, December 04, 2007 5:15 PM
To: Yoav Harlap
Subject: *** Detected as Spam (Black List) *** Re: Las Vegas

Hello Yoav,

The wire transmittal is just fine. Thank you. Here is the information for you down below, but hold off until Wednesday or Thursday to send it off to us, so that I can notify our bank so that they are aware that this large amount is on its way and so that they are on the lookout for it.

Banking details:

Account #: 612030684,
Routing/ABA #: 122400779
Bank Account Name: CanaMex Nevada, LLC
Bank Name: Nevada State Bank
Bank Address: 750 E. Warm Springs Road, Las Vegas, NV 89119
Bank Contact Name: Melissa Dewindt

Please let me know if you have any concerns or questions.

Speak with you soon.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590

Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

On 12/3/07, **Yoav Harlap** <Yoav.Harlap@nanyah.com> wrote:
Carlos,

Thanks for the update. I intend to make a wire transfer so please let me have the wire instructions.

Thanks,

Yoav

-----Original Message-----
From: Carlos [mailto:Carlos@GoGlobalProperties.com]
Sent: Monday, December 03, 2007 5:57 PM
To: Yoav Harlap
Subject: Re: Las Vegas

Right. Makes sense. "This" particular property is not officially for sale, but we're pretty certain that it can be bought. Regardless, their disclosure to you will be kept confidential and Jacob or I will let you know if we have any further success procuring the property.

As for the documents, I will follow up with Jacob, have everything recorded and send you wiring information, or would you prefer to send us a check?

Thank you for the update and I'll speak with you soon.

If you need anything, don't hesitate.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 86169
T: 702.617.9861
F: 702.617.9862
m: 702.497.6408
e: Carlos@GoGlobalProperties.com
w: www.Carlos@GoGlobalProperties.com.com

------Original Message------
From: Yoav Harlap
To: Carlos Huerta
Sent: Dec 1, 2007 9:57 AM
Subject: RE: Las Vegas

Hi Carlos,

I hope all is well with you. I have the signed papers that Meir Eshel prepared waiting at my place for Jacob to pick them up for a couple of weeks now. I e mailed Jacob and he never contacted me but I can also FedEx them to you if you want me to. I am ready and willing to proceed as soon as you want.

As for Adam, I spoke to him shortly after I got your update and he told me that Tim Poster and David Chesnoff were both positive but when Adam checked it with one of the owners of Hara's who is co-invested with SCG somewhere, Adam was told that it is not for sale...Needless to say, unless someone comes with a crazy offer... So my guess is that nothing will progress with SCG unless something changes. (I have a feeling he expects me to keep this piece of information for myself so please don't burn me...) I assume that if your information is different you can probably continue the dialogue with Poster and Chesnoff and if it is at any point in time contrary to what Adam said they'll get him back on the wagon or you can approach him with such more concrete deal pending.

Will be glad to hear your comments.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto: hurricanehuerta@gmail.com] On Behalf Of Carlos Huerta
Sent: Saturday, December 01, 2007 5:53 PM
To: Yoav Harlap
Subject: Las Vegas

Hello Yoav,

Jacob has recentlyindicated that you've been traveling quite a bit, but I wanted to check in with you in regards to your follow-up with SCG. Were you able to contact Adam and was it a positive conversation? You last indicated (on the 14th of November) that you were planning on following up with him in regards to the meeting with Tim Poster and David Chesnoff.

Also, attached is some of the information that you already have, but I wanted to include the latest pro forma for you to review and to keep on file for the CanaMex industrial project. Is Meir up-to-date and ready to proceed with Nanyah Vegas here locally and are you ready to proceed as a member of our company moving forward/

As always, if there's anything that you need additionally, please do not hesitate to contact us.

Shabbat Shalom.

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

From: Carlos@GoGlobalProperties.com

Date: Nov 14, 2007 9:50 PM
Subject: RE:
To: Yoav Harlap

Hi Yoav.

Sorry, I've been working 'round the clock this week, but I have should've sent you a brief update nonetheless.

From my perspective, the meeting went rather well. Tim and David are impressive (from their general understanding of th Vegas market) and they are very professional.

We agreed to follow up again shortly, but no actual terms were discussed, because it is still so early in our diligence with this particular project and we, ourselves, have many answers yet to obtain.

Hope this helps somewhat?? Let me know otherwise though.

Thanks.

Carlos Huerta
3883 Howard Hughes Pkwy
Suite 590
Las Vegas, NV 86169

From: Yoav Harlap <yoav.harlap@nanyah.com>
Date: Nov 14, 2007 9:36 PM
Subject: RE:
To: Carlos Huerta < Carlos@goglobalproperties.com>
Cc: Jacob Feingold <feingold@actcom.co.il <mailto: feingold@actcom.co.il> >

Carlos,

Please let me know how the meeting with David Chesnoff and Tim Poster went. Adam asked me to call him, he wants to talk to me about it and I'd rather be prepared as best I can.

Best,

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

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.
If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.
*** eSafe scanned this email for viruses, vandals, and malicious content. ***

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

Sent via BlackBerry from Cingular Wireless
****
****
IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only.
If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.
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****
****

EXHIBIT 4

In the Matter Of:

A-16-746239-C

NANYAH VEGAS

vs

TELD, et al.

YOAV HARLAP

October 11, 2017

702-805-4800

scheduling@envision.legal

---

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3 CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of
4 THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada
5 as assignee of interests of GO GLOBAL, INC., a Nevada
6 corporation; NANYAH VEGAS, LLC, A Nevada limited
7 Plaintiffs,
8 vs.
9 SIG ROGICH aka SIGMUND ROGICH
10 as Trustee of The Rogich Family Irrevocable Trust; ELDORADO
11 HILLS, LLC, a Nevada limited liability company; DOES I-X;
12 and/or ROE CORPORATIONS I-X, inclusive,
13 Defendants.

CERTIFIED COPY

Case No.: A-13-686303-C

Dept. No.: XXVII

14 NANYAH VEGAS, LLC, a Nevada
15 limited liability company,
16 Plaintiff,
17 vs.
18 TELD, LLC, a Nevada limited liability company; PETER
19 ELIADES, individually and as Trustee of The Eliades Survivor
20 Trust of 10/30/08; SIGMUND ROGICH, individually and as
21 Trustee of The Rogich Family Irrevocable Trust; IMITATIONS,
22 LLC, a Nevada limited liability company; DOES I-X; and/or ROE
23 CORPORATIONS I-X, inclusive,
24 Defendants.

CONSOLIDATED WITH:

Case No.: A-16-746239-C

DEPOSITION OF: YOAV HARLAP

TAKEN ON: OCTOBER 11, 2017

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

---

1 DEPOSITION OF YOAV HARLAP, held at
2 Fennemore Craig, P.C., located at 300 South Fourth
3 Street, Suite 1400, Las Vegas, Nevada, on Wednesday,
4 October 11, 2017, at 9:45 a.m., before Monice K.
5 Campbell, Certified Court Reporter, in and for the
6 State of Nevada.
7
8 APPEARANCES:
9 For the Plaintiff:
10 FENNEMORE CRAIG, P.C.
BY: SAMUEL S. LIONEL, ESQ.
11 300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
12 (702) 692-8000
slionel@fclaw.com
13
14 For the Defendants:
15 ROBISON, SIMONS, SHARP & BRUST
A Professional Corporation
16 BY: MARK A. SIMONS, ESQ.
71 Washington Street
17 Reno, Nevada 89503
(775) 329-3151
18 msimons@rssblaw.com
19
20 Also Present:
21 MELISSA OLIVAS
22
23 * * * * *
24
25

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1 I N D E X

2 EXAMINATION PAGE

3 By Mr. Lionel 4

4
5
6 Huerta vs. Rogich
Deposition of Yoav Harlap
Taken on October 11, 2017
7
8 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

LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017
9:45 A.M.
* * * * *
(Counsel agreed to waive the court reporter's requirements under Rule 30(b)(4) of the Nevada Rules of Civil Procedure.)

Whereupon,

YOAV HARLAP,

having been sworn to testify to the truth, the whole truth, and nothing but the truth, was examined and testified under oath as follows:

EXAMINATION

BY MR. LIONEL:

Q. What is your name?
A. Yoav Harlap.
Q. Where do you live, Mr. Harlap?
A. Israel.
Q. What city?
A. Herzliya, H-E-R-Z-I-L-Y-A.
Q. Have you ever had your deposition taken before?
A. No.
Q. Do you know what a deposition is?

A. I have been explained briefly by my attorney.
Q. I'm having trouble hearing you.
A. I have been explained to by --
Q. It was explained to you by your lawyer?
A. Yes.
Q. Let me give you a little more additional explanation. I'm going to ask you questions which you are going to answer. The reporter, if everything works, will transcribe them into a booklet which will be delivered to you. You will have a right to look at it and see whether the answers are okay or whether you want to change them. You have a right to change them, but if you change them, I have a right to comment on the change if this case goes to trial.
Do you know of any reason why you cannot have your deposition taken today?
A. No.
MR. LIONEL: Miss Reporter, would you mark that as first exhibit.
(Exhibit Number 1 was marked.)

BY MR. LIONEL:

Q. Let the record show that Exhibit 1 has been given to the witness. It is a notice of taking deposition and request for production of documents.

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

under the rules.
MR. LIONEL: You have not objected on the record with respect to the notice and effectively it's the second you've gotten.
MR. SIMONS: I understand. But I don't have to object if it's defective on its face.

BY MR. LIONEL:

Q. Mr. Harlap, do you have a file with documents with respect to Eldorado Hills, LLC?
A. The documents that I have were all copies of documents that I got from the attorney or he had before.
Q. I'm asking you about a time before you had this attorney. I'm asking you --
A. I had very few documents. They were all sent to my attorney.
Q. Do you have any documents now in your office with respect to Eldorado Hills?
A. Copies of the interrogatories papers, my deposition, et cetera, I do have that, yes.
Q. You do have the Answers to Interrogatories?
A. Yes.
Q. What else do you have with respect to Eldorado Hills?

A. I assume I have historical copies of my money transfer to Eldorado Hills as my investment.
Q. Anything else?
A. Not that I recall, but I cannot say offhand.
Q. You might have?
A. Very slim chance. It was -- there were very few papers there initially.
Q. Do you have a file with respect to Eldorado Hills?
A. No.
Q. Do you have a file with respect to your investment that you are suing about?
A. Only the very few documents that had to do with -- which mostly I got later on. I think there was -- there might have been a paper there initially for the Canamex which was not relevant anymore. And maybe my accounting lady, but not with me, but with her, might have copies of my money transfer to Eldorado Hills as my investment.
Q. What did you have with respect to Canamex?
A. There were some drawings that I remember seeing once very many years ago, initially some drawings of where it is. That's about it.
Q. When you say "that's about it," that's the

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

A. I do not recall.
Q. Did you have any emails from him -- strike that.
What kind of a file did you have with respect to this matter?
A. Very few pages that I recall. I hardly had any material regarding this matter. I had a verbal agreement. I had a money transfer. That's about it.
Q. I'm asking you about documents.
MR. SIMONS: He's answered.
THE WITNESS: I answered.
BY MR. LIONEL:
Q. Do you have any documents with respect to Go Global in your file?
A. Not that I recall.
Q. Do you know who Go Global is?
A. Go Global, as far as I recall, is Carlos Huerta.
Q. His company?
A. I think so.
Q. Do you have an operating agreement for Nanyah Vegas?
A. What is an operating agreement?
Q. You don't know what it is?

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

the rights, if I recall -- if this is what you call this document that was signed, I think, between Sig Rogich and his partners. Whatever was part of the file that was submitted to court.

Q. Where did you look at this?

A. I looked at it over the Internet.

Q. Hmm?

A. On the computer, on the email. Not email, on the questions that I --

MR. SIMONS: I think he -- Counsel, I think he's explaining the complaint.

MR. LIONEL: I'd like to hear his explanation, Counsel.

MR. SIMONS: Go ahead. Do you have a question?

BY MR. LIONEL:

Q. Sure. Tell me again what that document is you looked at.

A. As far as I recall, there were a bunch of documents that were passed between my attorney and myself in regards to what we submitted to court in respect of this lawsuit.

Q. When did you look at these?

A. At the time when I had to -- when I was instructed by my attorney to go over it.

Q. When was this?

A. A few months ago. When I was summoned, when we tried to make the dates for here.

Q. And these are documents that you have at your office?

A. I don't have physically even one document. There are some documents that were in an email -- which were sent to me by email.

Q. By whom?

A. By my attorney.

Q. And you still have these documents?

A. I suppose so.

Q. Well, you just looked at them, didn't you?

A. Yeah.

MR. SIMONS: He said a few months ago.

THE WITNESS: A few months ago.

BY MR. LIONEL:

Q. You haven't looked at them in the last month?

A. No.

Q. Did you look at any contracts in the last month?

A. No.

Q. Just the documents the attorney sent you?

A. Correct.

Q. You didn't look at any documents that you had since 2007 or 2008?

A. No.

Q. Did you prepare with anyone? Did you prepare with your attorney?

A. I think that what I have spoken with my attorney is privileged information.

Q. I'm not asking you for the information. I'm asking you whether you spoke with him in preparing.

A. We briefly spoke about the process that I'm going to go through like you have explained to me this morning.

Q. When did you do that with your attorney?

A. Yesterday.

Q. Did you see Mr. Huerta yesterday?

A. No. Huerta, you mean, Carlos?

Q. Carlos.

A. No, I have not seen him this time, no.

Q. When is the last time you saw him?

A. When I saw you.

Q. That ill-fated day?

A. That was the last time I saw him and spoke to him.

Q. Did you speak with me?

A. With him.

Q. With him. I'm sorry.

Now, whenever I say "you," I want to -- I'm talking about Nanyah Vegas. You understand that?

A. I assume so.

Q. And if I say just "Nanyah," also I'm talking about Nanyah Vegas. We're on the same page there?

A. (Witness nodded head.)

Q. Thank you.

THE COURT REPORTER: Is that a "yes"?

THE WITNESS: Yes.

BY MR. LIONEL:

Q. Are you familiar with your complaint in this action?

A. In a general way, yes.

Q. When is the last time you looked at it?

A. A few months ago.

Q. You have not looked at it in the last few months?

A. Not in the last couple, no.

Q. Where did you look at it? In Israel?

A. I think I was in Greece, actually.

Q. In Mykonos?

A. Probably.

Q. Carlos Huerta, he gave a deposition. Did you look at that deposition?
A. I've looked at all sorts of papers that were there, but I don't recall which one is which. I don't know.
Q. I'm asking you specifically about --
A. I can't answer. I don't know.
Q. -- a deposition of Carlos Huerta.
A. I do not know.
Q. You don't know if you looked at it?
A. No, I don't. There were a bunch of papers. It was -- I mean, not physical but on the computer, and I don't recall which paper is what.
Q. You have no recollection you've ever seen Carlos Huerta's deposition in this case?
A. I might have. I don't know.
Q. Are you familiar with the purchase agreement?
A. Which purchase agreement?
Q. In this case. The purchase agreement whereby Mr. Huerta got out of Eldorado.
A. If I'm not mistaken, this is the purchase agreement that says that -- that acknowledges the potential claims of Nanyah Vegas through $1.5 million. If this is the document you refer to,

then yes.
MR. LIONEL: Miss Reporter, would you mark this as Exhibit 2.
(Exhibit Number 2 was marked.)
BY MR. LIONEL:
Q. Let the record show the witness is looking at Exhibit 2.
A. Yes. I've seen this page. I've seen this paper.
Q. When's the last time you saw it before today?
A. Last night.
Q. Last night?
A. Yes.
Q. Were you with your attorney preparing?
A. Correct.
Q. Are you familiar with the document?
A. Generally, yes.
Q. Prior to last night, when's the last time you saw it?
A. Months ago.
Q. Hmm?
A. Months ago.
Q. Do you remember the occasion?
A. No.

Q. That is a 2008 document. Did you see it in 2008?
A. I do not know.
Q. You don't know. You don't know or you don't remember?
A. I don't remember.
Q. But you don't know?
A. I might have.
Q. You might have. Okay.
A. I might have, because I do remember vividly that Carlos have explained to me, if I'm not mistaken, over the phone, that my rights in the Eldorado Hills are secured and that the buyer of Eldorado Hills from him has taken the commitment to pay me or register my rights or pay me back my investment in Eldorado Hills.
Q. When did Carlos tell you that?
A. This was at the time when he explained to me that he has his own issues. He had to sell and that my rights remained there. But this is many years ago, so it's the best of my recollection from, you know, the telephone conversation that was going on.
MR. LIONEL: Would you mark this as three, Miss Reporter.

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

A. This one I do not recall. I do not know.
Q. That's fine.
A. I may have. I may have not. I just don't remember.
Q. Do you remember referenced in the complaint -- you did see the complaint?
A. Yes, but it's a while ago -- I do not, you know --
Q. Do you remember reference to the Flangas --
A. I remember the name Flangas. I met this name somewhere.
Q. Mark this as four, Miss Reporter.
(Exhibit Number 4 was marked.)
BY MR. LIONEL:
Q. Mr. Harlap, have you seen that document before?
A. I don't know. I might have. I might have not.
Q. What's the basis for your claims in this case, Mr. Harlap?
A. I have made an investment directly into Eldorado Hills, which was a real estate property outside of Las Vegas, shooting range, if I remember correctly, or part of it was a shooting range. I

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

that?
A. The money transfer to Eldorado Hills, I think we have that.
Q. Anything else?
A. Nothing except the documents that I assume are part of this litigation.
Q. You have documents with respect to the money transfer?
A. Probably in my accountant's file. There are documents showing that I transferred that -- this on that date, the sum of one and a half million dollars to the account.
Q. To what account?
A. To the account -- Carlos Huerta, as far as I recall, it was an Eldorado Hills' account.
Q. And that's what Carlos told you?
A. Might have. I don't recall. But probably. I didn't talk to other people except him and Jacob Feingold in respect to this deal. They were the only people I knew that had to do with this deal. I never spoke to anybody else in respect to this deal.
Q. Do you have any emails with respect to it?
A. Not that I recall.
Q. Any emails with respect to transferring

the money or anything like that?
A. I don't recall.
Q. You don't recall if you have any emails?
A. Exactly.
Q. You may have some emails still in the file?
A. I haven't looked at that file as much as you would call it a file. So I don't know. I really don't know.
Q. Let's call it a file. What do you have in it?
A. I have no idea. I haven't looked -- I haven't looked at this folder in my email thing in years.
Q. Four years?
A. In years.
Q. In years. Since 2007?
A. I don't know. No. I may have. I may have looked at it. You know, for example, if I got from the accountant at the time something to sign or to pay or something, I would probably file it under that folder.
Q. You said you're familiar with the purchase agreement?
A. I'm familiar with this agreement?

Q. Yes.
A. Exhibit 2?
Q. Yes.
A. I'm familiar with this one.
Q. But you're not familiar with three or four?
A. I'm not sure.
Q. Does Exhibit 2 have anything to do with your claim in this case?
A. Absolutely.
Q. What does it have to do?
MR. SIMONS: Objection to the extent it calls for a legal conclusion.
BY MR. LIONEL:
Q. Your understanding.
MR. SIMONS: Again, I get to make objections for the record. Just to keep it clear what you're obligated to ask for or answer and then we can deal with it later. But unless I instruct you not to answer, you're still to answer the question. Does that make sense?
THE WITNESS: So I am to answer the question?
MR. SIMONS: Right. But sometimes I will interject and makes objections.

THE WITNESS: Okay.
MR. SIMONS: What was the question again?
(Whereupon, the following question was read back by the court reporter:
Question: "What does it have to do"?)
MR. SIMONS: Same objection. Go ahead.
THE WITNESS: To the best of my understanding, according to Exhibit 2, it is clearly showing that when Sig Rogich sold his rights in Eldorado Hills, he -- sorry. Hold on. Sorry.
BY MR. LIONEL:
Q. I don't want you to read from there. I want your recollection, please.
A. That when Carlos left Eldorado Hills and sold his part, whatever it is, his part, to Sig Rogich Foundation, or whatever it's called, the foundation took upon itself the commitment and acknowledged the fact that Nanyah Vegas had a claim for 1.5 million in equity of Eldorado Hills, and there is an annex or a -- what do you call it -- appendix, Exhibit -- no Exhibit --
Q. Exhibit A?
A. Exhibit A. Exhibit A that shows clearly the 1.5 million as a potential claimant.
Q. And that's the basis for your claim?

MR. SIMONS: Objection. That's not what he said.
THE WITNESS: The basis for my claim are established by my legal counsel based on the fact that I could provide or that he could find in regarding to this case. I am no lawyer. So I would not know what is the basis of my rights, except the fact that I know that I invested in Eldorado Hills $1.5 million. That at some point Carlos, with whom I initially invested, left the company for whatever reasons and made sure that my rights remained.
BY MR. LIONEL:
Q. Who made sure?
A. Carlos.
Q. What did he tell you?
A. I don't recall what he told me. I think that this document shows, maybe there are other documents that also show, my rights to the $1.5 million as a potential claimant for Eldorado Hills.
Q. You have read the purchase agreement, haven't you?
A. This one?
Q. Yes.
A. I have.

Q. A number of times?
A. I don't know. It could have been just once. It could have been a couple. I don't know.
Q. You don't know whether your claims are based upon that purchase agreement?
MR. SIMONS: He just answered that he said it's absolutely, Counsel, and now you're trying to be argumentative.
BY MR. LIONEL:
Q. Answer, please.
A. As I told you, the basis of my claims are established by my legal counsel. It's up to him to tell me whether I have rights or I don't have rights based on the paperwork that I could supply or that he could get.
Q. I want your understanding. I don't care -- I'm not referring to what your counsel tells you.
Is it your understanding that that agreement affords you rights with respect to your claim?
A. You're relating, again, to an agreement, and I'm not going to answer you in regarding to the agreement whether it's establishing my rights. But my rights are established, to the best of my

understanding, based on the position of my attorney.
Q. And that's it?
A. That together with all the paperwork that supports it, I assume.
Q. But you're relying on the basis of what your attorney has told you?
A. On the one hand, on that. On the other hand, on the fact that I know that I have paid one and a half million dollars into Eldorado Hills and that, to the best of my understanding, at some point somebody took the liberty, Sig Rogich took the liberty to supposedly sell his parts there and mine too, in a way, without me getting any money for it.
Q. Please explain "mine too."
A. My rights in Eldorado Hills, the one and a half million dollar potential claims of rights in Eldorado Hills.
Q. How do you know he sold them?
A. Because, to my understanding, or to what Carlos told me at some point or the paperwork that I have seen, I do not know which ones, I understood that there was a deal between Sig Rogich and this Greek named guy, Eliades, who held, I believe, these companies and another one, Flangas, in which he sold the rights. I don't even remember in what portions

or whatever. Sold, loan, something like that.
Q. And that's based upon what Carlos told you?
A. No. There were some -- I assume -- and as far as I -- I assumed there was paperwork that related to that that my attorney has seen, and based upon them, he suggested that my rights are there.
Q. That's the extent of your knowledge with respect to the basis for your claim?
A. Repeat that.
MR. LIONEL: Miss Reporter.
(Whereupon, the following question was read back by the court reporter: Question: "That's the extent of your knowledge with respect to the basis for your claim"?
THE WITNESS: Pretty much.
BY MR. LIONEL:
Q. Do you know Mr. Sig Rogich?
A. I've met him once in your office.
Q. Did you talk with him?
A. Only in front of you. Not before and not after, unless you came into the room a couple of minutes later, but that's it.
Q. Did you ever have any business dealings

with him?
A. Never.
Q. Any contracts with him?
A. Any?
Q. Yes.
A. Me personally?
Q. You personally?
A. Only through --
Q. You or Nanyah?
A. Nanyah Vegas -- only as far as the paperwork relating to this case. Nothing but that.
Q. Are you referring to Exhibit 2?
A. Among other things, at least to Exhibit 2.
Q. What other things?
A. I don't know. As much as other paperwork relating to these deals exist, I'm also relating to them.
Q. Do you know the Rogich Trust?
A. I heard the name or I came across it in one of the papers.
Q. That's the extent of it?
A. Yes.
Q. How about Eldorado Hills?
A. Same.
Q. You never had any dealings with it?

A. Not except what is written here.
Q. What is written in Exhibit 2?
A. And the money transfer that I did.
Q. And the money transfer to Eldorado Hills?
A. The money transfer that I did initially for the investment in Eldorado Hills.
Q. When did you transfer the money?
A. I don't remember.
MR. SIMONS: Asked and answered.
MR. LIONEL: Did he say before he didn't remember?
MR. SIMONS: No, he said in 2007.
THE WITNESS: Yeah, '7. Around there but I cannot tell you the date. Could be '6, could be '8. I don't know.
BY MR. LIONEL:
Q. Do you know Teld?
A. I heard the name.
Q. That's the extent of it?
A. Yes.
Q. No dealings with Teld that you know of?
A. Except what --
Q. You mean there may be some papers, are you saying?
A. The papers that are around here. Other

than that, not that I know of.
Q. You're talking about Exhibit 3?
A. Maybe. Maybe other exhibits, too.
Q. Do you know the Flangas Trust?
A. The same.
Q. When you say "the same," you really had no dealings with it?
A. Personally, I had no dealings with it beyond the fact that they, to my understanding, purchased some rights in Eldorado Hills to which I am a potential claimant to.
Q. What are you a claimant of?
A. To 1.5 million worth of ownership in Eldorado Hills.
Q. What's that got to do with Teld?
A. Well, Teld, to my understanding, is a company that bought, at a later stage, some of the rights to Eldorado Hills.
Q. That's the extent of what you know about Teld?
A. Yes.
Q. Do you know Mr. Eliades, Pete Eliades?
A. Personally not.
MR. LIONEL: Do you know how to spell that?

THE COURT REPORTER: Yes.
BY MR. LIONEL:
Q. Do you know anything about Imitations, LLC?
A. No.
Q. Did you ever hear that name before?
A. Not that I recall.
Q. Do you know the woman sitting at my right hand, Melissa Olivas?
A. By the looks of her, I might want to.
Q. I agree with that. But answer the question.
A. Other than that, no.
Q. Do you know Mr. Brandon McDonald?
A. No.
Q. Did you ever hear that name before?
A. I don't recall hearing the name.
Q. How about Summer Rellmas, R-E-L-L-M-A-S?
A. I don't know.
Q. You don't know that name?
A. I don't recall hearing the name. I may have but I don't recall.
Q. Do you know what an interrogatory is in a lawsuit?
A. Not precisely, no.

Q. How about imprecisely?
A. Questioning.
Q. It's questioning. Did you ever answer interrogatories?
A. You mean other than in this case?
Q. In this case.
A. In this case?
Q. Yes.
A. Yes. As far as I recall, there were questions that were sent to me and I had to answer.
Q. Did you ever answer interrogatories in another case?
A. No. I mean, not that I recall. There were proceedings, initial proceedings at some point that were rejected by court, and then we appealed. So maybe there was something in this respect, but I don't know if there were interrogatories or not or what it was or to what extent I then gave any information. I do not recall.
MR. LIONEL: Would you mark this.
(Exhibit Number 5 was marked.)
BY MR. LIONEL:
Q. Mr. Harlap, do you now have Exhibit 4 in front of you?
A. I have Exhibit 5 in front of me.

MR. LIONEL: Is it five?
THE COURT REPORTER: Yes.
BY MR. LIONEL:
Q. I'm sorry. That's Nanyah Vegas, LLC's First Amended Answers to Defendants' First Set of Interrogatories; is that correct?
A. Apparently.
Q. Are you familiar with them?
A. I think that I have gone through them, yes. As far as I recall, I have gone through them. Not in paper, on the -- on the computer.
Q. On the computer.
You said that you were sent interrogatories; is that correct?
A. Yes.
Q. On the computer?
A. I think so, yeah. I think it was a hefty file. It could have been this one.
Q. Did you first receive interrogatories -- strike that.
That has interrogatories and answers; is that correct?
A. Yes, I think so.
Q. Go ahead and look at it.
A. Yes, they are Answers to Interrogatories.

Q. Did you first receive a set of interrogatories?
A. I think so. I don't recall. Because I was asked to answer questions, I answered questions as far as I recall, but whether it's this one or there was -- I think there was an initial set and then there was another set which was much bigger.
Q. And did you answer the interrogatories?
A. As far as I recall, yes.
Q. You received interrogatories which are questions, correct?
A. Correct.
Q. And did you answer them?
A. To the best of my understanding, I have.
Q. Tell me what you did.
A. I read through the questions. As far as I recall, I read through the questions --
Q. Want to change chairs?
A. No, it's okay.
Q. I don't want you falling down in my office.
A. No. No. It's okay.
As far as I recall, I read the questions, and I answered them. That's as much as I recall.
Q. Did you answer them on the computer?

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

Q. On the computer or in longhand or with a typewriter?
A. I did not type, I mean, on the typewriter. And I -- for sure I did not do anything in handwriting.
Q. You don't know how you answered them?
A. I don't remember. But probably -- if I answered, I probably typed on the computer, answered the questions that my attorney asked or things like that.
Q. And you answered all the questions?
A. As far as I recall. I do not recall my lawyer telling me that he's missing an answer.
Q. As far as you recall you answered all the interrogatories?
A. As I told you, as far as I recall, my lawyer never told me that he's missing an answer from me.
Q. And where did the information come from so that you could answer these questions?
A. The ones I could answer from my memory, I answered from my memory.
Q. How about those you didn't have a memory of?
A. So I probably told my lawyer I do not have

a memory.
Q. I thought you answered all the questions?
A. As far as I could, I did answer all the questions.
Q. Did you have anything to look at to help you answer the questions?
A. If I had, it was paperwork that was resubmitted to me with the questions in the email from my attorney.
Q. Did you have the --
A. I don't recall having -- going to a file, taking out papers and looking at them in order to answer.
Q. You don't remember getting anything to help you answer?
MR. SIMONS: That's not what he said. That mischaracterizes his testimony. He's already said he got documents from the attorney.
MR. LIONEL: Would you read back the answer, Miss Reporter?
MR. SIMONS: Which one? He said it three times so far.
MR. LIONEL: Four is lucky.
MR. SIMONS: Well, four will be the last one.

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

Q. No, I did not.
MR. SIMONS: You asked him if he had the deposition. Let's do this. Lay the foundation whether he knows what a deposition is.
BY MR. LIONEL:
Q. You know what a deposition is, don't you?
A. I think so.
Q. You think so.
It's a little booklet with questions and answers.
A. Yes.
Q. Correct. And you don't remember whether you saw Carlos Huerta's deposition?
A. This is what I told you before.
Q. Correct. I'm asking you whether -- that means you did not have the deposition of Mr. Huerta at the time you did the Answers to the Interrogatories?
A. This is not what I said.
Q. Tell me what you said.
A. I said that I do not know nor remember whether I had it or I didn't have it.
Q. Do you know whether you used it in conjunction with preparing --
A. I do not remember what I used or what I

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

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

A. I don't think -- I don't think that I wrote it. I think that this is the deposition of Mr. Huerta.

Q. Mr. Harlap, the references here are to Huerta's deposition.

A. So obviously I did not write --

MR. SIMONS: Hold on. What's the question?

MR. LIONEL: I haven't got it out yet.

MR. SIMONS: I know.

BY MR. LIONEL:

Q. What appears here on page 5, and if you look, it's also most of page 6, is information purportedly coming from the deposition of Carlos Huerta.

A. Apparently so.

Q. And my question to you is: Who prepared that page 5 and most of page 6?

MR. SIMONS: Counsel, I'm going to direct your attention to page 2, and you will see that these interrogatory answers are prepared on behalf of Nanyah by and through its undersigned counsel. Your question on Interrogatory 1 is, "What are the rights and claims of Nanyah, the basis for such rights and claims," and et cetera.

So in your interrogatory, you've asked a party for its legal rights and its legal claims. So that information is to be provided by counsel in order to be complete and accurate.

I get to say what I get to say.

In response to your interrogatory, the response has been verified by the client. That means they're bound by those answers.

MR. LIONEL: I understand he's bound by them. That's why I'm asking him.

MR. SIMONS: Well, you also understand that Nanyah entity is -- Nanyah Vegas is an entity, not an individual. So, therefore, it's entitled to rely upon information that its agents acquired.

MR. LIONEL: That's a speaking objection, Counsel.

MR. SIMONS: I know, but you're trying to confuse this gentleman.

MR. LIONEL: I'm not trying to confuse him. My questions are straight forward. He's intelligent. He answers them. Why am I confusing him? The question is very straight forward. I'm asking whether he wrote what appears on page 5 and most of page 6 of this Exhibit 5. That's a straight forward -- either he did or he didn't.

THE WITNESS: What is written on page 5 is taken from the deposition of Carlos Huerta. Obviously, I did not write the deposition of Carlos Huerta.

In regards to the answers to the interrogatory questions that you've sent to me, they were primarily prepared with my counsel. I answered what I could answer to him, but, of course, I am not the one putting the exact wording as to answer your questions. I'm not a lawyer.

BY MR. LIONEL:

Q. Somebody wrote page 5 and 6, okay?

A. Obviously, the assembly of all the material was done by my attorney's office.

Q. Oh, the attorney's office wrote this?

A. The attorney's office compiled all the information. Whether some of it came from a question they asked me or not, I do not recall. Whether something was a question over the phone may have been because we had a couple of phone conversations as well. But I do not know how to prepare something like this. This is the job of my attorney.

Q. I'll accept that from you, but my question is, then you did not write page 5 and page 6?

A. If you think that I physically typed all

these pages, no.

Q. Here, let's take Exhibit 5. What is your work in it? What can you --

A. I do not recall per page what was my work. My work was basically I had a couple of calls with my attorney. We went over -- generally, he sent me some reading material. I read through it. He asked me if I had any specific remarks in that respect. As far as I recall, I did not have any specific remarks. He sent me a final version. I went through it. It took a few days. I didn't see there anything that was -- that seemed to me like something that I could not support. And that's it.

Q. Did you read this entire document?

A. I have. Unfortunately, I had to, yes.

Q. Turn to page 97. You see on the fourth line it says, "Contemporaneous with the execution of the purchase agreement," that paragraph. Would you read it to yourself, please.

A. Until where? Until 9?

Q. To line 9, okay? You read it. I'm not concerned with -- do you know where that paragraph came from?

A. I don't remember.

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,