

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

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Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 79917

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

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

20 **JOINT APPENDIX VOL. 24**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
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Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
	41(e)			
10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
	Judgment			
12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
	Judgment			
14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
	Judgment			
18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 nd			
21	Supplemental Pre-trial			
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22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Counter-motion for NRCP 15			
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Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint	9/19/18	14	JA_003365-3368
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule	4/4/19	26	JA_006168-6188
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment	2/15/19	17	JA_004170-4182
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	23	JA_005618-5623
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	23	JA_005624-5630
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018, Order Granting Summary Judgment	3/20/19	24	JA_005793-5818

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 24** 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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400 South Rampart Blvd., Ste. 400
Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
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*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN

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

9 Q. You know what a KI is?

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

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

15 A. I don't know.

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

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

23 Q. Do you sign the KIs?

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

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

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

8 Q. What is your business?

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

11 Q. Is the name of the company Colmobil?

12 A. Yes.

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

15 A. Pretty much since I was born.

16 Q. It's a family business?

17 A. Correct.

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

20 A. I have other investments, yes.

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

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

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

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

5 A. Of which investment?

6 Q. This investment in Nanyah.

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

9 THE WITNESS: In Nanyah?

10 BY MR. LIONEL:

11 Q. Yes.

12 A. Or in Eldorado Hills?

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

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

17 Q. What paperwork was submitted to court?

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

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

22 A. What?

23 Q. What records you have of the investment.

24 A. I don't know.

25 Q. You don't know?

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

5 Q. The money was transferred to who?

6 A. To Eldorado Hills.

7 Q. Eldorado.

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

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

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

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

16 Q. You don't think so?

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

18 Q. Is it possible you have some records?

19 A. Everything is possible.

20 Q. Hmm?

21 A. Everything is possible theoretically.

22 Q. I accept that.

23 How often do you travel to Las Vegas?

24 A. It's very seldom.

25 Q. Did you travel here when your daughter was

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

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

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

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

1 recall.
 2 A. That's what I recall.
 3 Q. Nothing else?
 4 A. From that time, that's it. They were
 5 partners in that deal with supposedly a reputable
 6 individual named Sig Rogich, who is a well-known
 7 figure in Las Vegas, with whom they have done
 8 previous deal in which he made a lot of money, and
 9 that's about it.
 10 Q. That was the deal that Jacob was in?
 11 A. I think so. I think so, yeah.
 12 Q. And he made a lot of money?
 13 A. Sig Rogich apparently made a -- through
 14 him.
 15 Q. How about Jacob?
 16 A. I hope for him that he did too. I think
 17 he did.
 18 Q. Did he tell you he did?
 19 A. I don't remember if he told me he did on
 20 that deal. I know Jacob made money in Las Vegas.
 21 Whether it is on that deal or another deal, I don't
 22 know.
 23 Q. What else do you remember about the pitch?
 24 A. You've already asked me that, and if I
 25 remembered anything, I would have told you.

1 Q. Don't remember anymore?
 2 A. No. This was many years ago.
 3 Q. I understand that.
 4 A. Mr. Lionel, I have people pitching deals
 5 to me several times a week, all year long. You know,
 6 this was just another one of them. And I did not
 7 make my investment based on specifics of the deal in
 8 terms of analyzing paperwork, in terms of sending
 9 surveyors myself, in terms of seeking external --
 10 external valuations, et cetera, et cetera. It was
 11 not based on that.
 12 Q. What was it based on?
 13 A. It was based on, at that time, about 25
 14 years very close relationship with Jacob Feingold and
 15 his entire family, who are very close family, very
 16 close friends to me. Of knowing Jacob through bad
 17 times and good times and knowing that Jacob's
 18 partner, by then, for quite a few years was Carlos
 19 Huerta, whom was very highly considered by Jacob and
 20 his family as a religiously honest guy with whom they
 21 have done several deals, most of which were good,
 22 some of which were not so good. I don't know if they
 23 were not so good then or they became not so good
 24 later. I don't know to tell you the dates.
 25 But from my personal, friendly

1 relationship with the Feingold family, I knew that
 2 they had this partner in Las Vegas whom they thought
 3 very highly of and had an extremely good experience
 4 with, and that he was considered by them as
 5 religiously honest to the extreme.
 6 From my couple of meetings with him, I got
 7 the same -- the same impression.
 8 Q. With a couple meetings?
 9 A. Yes.
 10 Q. How many?
 11 A. A couple.
 12 Q. All at your home?
 13 A. No. I told you, I met him also in the
 14 wedding of the son of Jacob Feingold. I met him at
 15 Jacob Feingold's 60th birthday, to the best of my
 16 recollection. Perhaps another once or twice there.
 17 And I met him when I came to meet you.
 18 Q. But only one time was it a pitch?
 19 A. Yeah.
 20 Q. Did he talk about Canamex, too, at that
 21 pitch?
 22 A. As far as I remember, yes.
 23 Q. What did he tell you?
 24 A. There was an adjacent property to a
 25 property that was the Eldorado Hills, which they by

1 then already either bought or were in the process of
 2 buying, and obviously they needed more investors in
 3 order to try and add this other parcel, which later
 4 on was not possible, and so they suggested that I
 5 would join the Eldorado Hills investment, which I
 6 did.
 7 Q. Did you tell them how much you were going
 8 to put in?
 9 A. At some point I told them.
 10 Q. At the time of the pitch or another time?
 11 A. I don't remember. I think probably --
 12 probably, knowing myself, probably not. But maybe
 13 there was a minimum. Maybe they gave me expectations
 14 or something or maybe I gave them the understanding
 15 that it is within reason, you know, within reasonable
 16 limits. I don't know. We're talking years back.
 17 Q. As part of that pitch, did Mr. Carlos give
 18 you any documents --
 19 A. I remember that I saw some maps, but I
 20 don't remember if he gave them to me or he just
 21 showed them to me.
 22 Q. That's the extent of what you saw?
 23 A. Yeah.
 24 Q. And when you decided to invest, did you
 25 tell Carlos you were going to -- tell me what

1 happened.
 2 A. What is exactly the question?
 3 Q. You made a determination to invest. You
 4 don't remember whether it was at the time of the
 5 pitch or not. Did you tell Carlos that you were
 6 going to invest?
 7 A. At some point I guess I did either tell
 8 him directly or tell Jacob who told him.
 9 Q. You're not sure which?
 10 A. No.
 11 Q. But it could have been direct?
 12 A. Could have been direct.
 13 Q. In writing? On a computer? By email?
 14 A. I don't think so. Not at that time. I
 15 don't think that I had email exchange -- I don't
 16 remember. I don't want to say what I don't remember.
 17 I don't remember.
 18 Q. But that was in 2007?
 19 A. Around that time, yeah.
 20 Q. Around that time could be 2006, 2008, but
 21 you don't remember?
 22 A. I don't remember the dates, no.
 23 Q. You don't remember the years?
 24 A. Apparently I don't even remember the
 25 years.

1 Q. Is there any writing with respect to that
 2 investment?
 3 A. I think you've asked that, and I've
 4 answered it in so many ways already.
 5 Q. Try me again.
 6 MR. SIMONS: In addition to what he's
 7 already testified to that he's put in the record?
 8 MR. LIONEL: Yes.
 9 THE WITNESS: Not as far as I remember.
 10 BY MR. LIONEL:
 11 Q. No documentation?
 12 MR. SIMONS: He's already answered.
 13 You're asking for anything else he recalls. He's
 14 answered that question three times.
 15 BY MR. LIONEL:
 16 Q. No documentation that you know of?
 17 A. Not as far as what I remember beyond what
 18 has already been submitted.
 19 Q. You told me that the accountants had some
 20 records of the money or something like that?
 21 A. I assume that in my accounting records --
 22 Q. You're assuming?
 23 A. I am assuming that in my accounting
 24 records there must be proof of the transfer of the
 25 money, yes.

1 Q. But as far as you know of your own
 2 records, back in Israel, there is nothing with
 3 respect to the investment in Eldorado?
 4 A. That's as far as I remember.
 5 Q. It's all in your head?
 6 A. Yeah. And apparently not enough of it
 7 because then I could answer your questions better.
 8 Q. Do you know what kind of entity Eldorado
 9 Hills is?
 10 A. If I remember correctly, it's an LLC.
 11 Q. It's an LLC?
 12 A. I think so.
 13 Q. Did you ever see its property?
 14 A. No.
 15 Q. Did you ever see its offices?
 16 A. No.
 17 Q. Did you ever see anybody who was employed
 18 by that company except Carlos originally?
 19 A. And I saw Sig Rogich. I don't know if he
 20 was employed or not, but I saw him in your office.
 21 Q. And that's it?
 22 A. That's it.
 23 Q. But you didn't talk with him, did you?
 24 A. At that point in time, he talked a little
 25 bit about the election because it was a hot topic,

1 and maybe some -- something about Israel he said or
 2 something like that.
 3 Q. Did you ever see anything with respect to
 4 Eldorado Hills? Any kind of a document or anything?
 5 A. Only the ones that I acknowledged seeing.
 6 Q. You mean the maps?
 7 A. Those maps or things like that, yeah.
 8 Q. When you say "things like that," what are
 9 you inferring?
 10 A. There were some -- it was like -- I think
 11 it was a map or a few pages. I don't remember if it
 12 was a one-page or a two-page or a three-page that had
 13 some drawings. I remember there were some drawings
 14 there, and whether there was an aerial photo or a
 15 photo or something like that.
 16 Q. And that was with respect to the Eldorado
 17 property?
 18 A. With Canamex and Eldorado, because the
 19 idea, as far as I remember, was to look at it as a
 20 whole.
 21 Q. Did you ever get any phone calls from
 22 Huerta when he was in the United States and you were
 23 in Israel?
 24 A. You mean from 2006, 2007?
 25 Q. From the time of the pitch, after the

1 pitch.
2 A. Probably. If then, not hardly even a
3 handful.
4 Q. There was some phone calls?
5 A. Maybe. Maybe. Maybe Jacob. Maybe
6 when -- you know, maybe Jacob was next to him. Maybe
7 he called me for the one or the other matter that had
8 to do with this accountant that I -- that he assisted
9 me in finding, and that's it.
10 Q. Do you have any records of any of the
11 phone calls?
12 A. No.
13 Q. Ever get any letters from him?
14 A. Written letters?
15 Q. Yes.
16 A. Not that I recall.
17 Q. But you did get some emails?
18 A. I got some emails.
19 Q. And you don't have any -- you don't still
20 have any emails?
21 A. I don't know.
22 Q. You don't know?
23 A. I don't know.
24 Q. You could have some?
25 A. I could have some emails that remained in

1 the folder if I didn't erase them, yes.
2 Q. Do you have a file with respect to
3 Canamex?
4 A. Separately, no.
5 Q. I mean anything you have would be together
6 with Eldorado?
7 A. Yes.
8 Q. Do you claim to have a membership interest
9 in Eldorado?
10 A. Correct. As much as I understand the
11 legal term "membership interest."
12 Q. What's the extent of your membership
13 interest?
14 MR. SIMONS: Objection to the extent it
15 calls for a legal conclusion.
16 BY MR. LIONEL:
17 Q. Please.
18 A. I don't know.
19 Q. Is it shares or what?
20 A. It is -- as far as I understand, rights to
21 be registered as a shareholder in Eldorado Hills or
22 to have some equity participation in Eldorado Hills.
23 Q. And the basis of that is what?
24 A. My investment in Eldorado Hills.
25 Q. But what documentation is there?

1 MR. SIMONS: Don't answer again. He's
2 already asked and answered that eight times.
3 MR. LIONEL: No, I haven't.
4 MR. SIMONS: Yes, you have.
5 BY MR. LIONEL:
6 Q. Answer the question, please.
7 MR. SIMONS: This is the last time. You
8 don't get to keep asking the same thing over and
9 over.
10 MR. LIONEL: I'm asking what the
11 documentation is of that investment -- of that
12 interest. We're talking about interest now.
13 MR. SIMONS: You said "investment."
14 BY MR. LIONEL:
15 Q. What's the documentation with respect to
16 your interest?
17 A. I don't remember.
18 Q. Did you have documentation?
19 A. I don't remember. As much as I had, it is
20 included in here.
21 Q. Included where?
22 A. In the paperwork that were submitted.
23 Q. Do you know any particular paperwork?
24 A. I remember number 2, Exhibit 2.
25 Q. That's the purchase agreement?

1 A. That's a purchase agreement. I remember
2 this one for sure, which acknowledges, to the best of
3 my understanding and to my attorney's understanding,
4 my rights to be a claimant in regards to Eldorado
5 Hills.
6 Q. Clarify. Let's talk membership interest,
7 okay?
8 A. Pardon?
9 Q. Membership interest. You claim a
10 membership interest in Eldorado.
11 A. I answered in regards to the membership
12 interest, that I do not understand the legal standing
13 of the wording "membership interest." In very simple
14 terms, I invested in Eldorado Hills. I am supposed
15 to be part owner of Eldorado Hills. Whether it has
16 been registered properly or not, I do not know. What
17 I know is that in Exhibit 2, it is explicitly
18 mentioned that Nanyah Vegas has a claim towards
19 Eldorado Hills, whether that claim is the -- what you
20 just called it.
21 Q. Membership interest?
22 A. -- membership interest or something else,
23 I know not.
24 Q. What's the extent of the membership
25 interest?

1 A. I don't know.
 2 Q. Did you ever know?
 3 A. I may have been told, but I don't recall.
 4 Q. What attempts have you made to get that
 5 clarified, the membership interest?
 6 A. To have that what?
 7 Q. To have the membership interest, to have
 8 that issue clarified, what have you done?
 9 A. At the time in the past, unfortunately, I
 10 do not recall that I have. I was assuming that
 11 Carlos Huerta will register my rights properly with
 12 his partners, Sig Rogich and whoever else, and later
 13 on, I referred it to my attorney to seek my rights.
 14 Q. That's Mr. Simons?
 15 A. That's Mr. Simons.
 16 Q. When did you retain him?
 17 A. I retained him after there was the
 18 initial -- some kind of a court proceeding that
 19 Carlos Huerta helped me do somehow. I don't even
 20 remember how. Which was, I think, rejected and then
 21 I hired Mr. Simons.
 22 Q. That was in 2016?
 23 A. Could be.
 24 Q. Anybody else that you enlisted to get your
 25 interest?

1 A. No. Not that I know.
 2 Q. Do you claim there's money owed to you?
 3 A. This money is owed to me, yes.
 4 Q. The million five?
 5 A. Million five based on 2008 terms, yes.
 6 Q. Based on anything else besides the 2008?
 7 You're talking about the agreement?
 8 A. I'm talking about value.
 9 Q. Value?
 10 A. Yeah.
 11 Q. Value of what?
 12 A. Well, since my potential claim was 1.5
 13 back in 2008, and since it was, to my understanding,
 14 illegally taken away from me or attempted to be taken
 15 away from me, going forward, that 1.5 will carry some
 16 interest and potentially other benefits.
 17 Q. And you measured that from 2008?
 18 A. I don't measure it from a certain date
 19 because I don't know what legally I would be entitled
 20 to. I think that this is something that will be
 21 between my attorney and the court at some point.
 22 Q. But the claim you say was 2008, the
 23 interest to run from?
 24 A. No, no.
 25 MR. SIMONS: No.

1 THE WITNESS: At least from 2008. Perhaps
 2 from the day I gave the --
 3 BY MR. LIONEL:
 4 Q. Why do you say "at least 2008"?
 5 A. Because in 2008, there was a paper that
 6 was showing that I had this claim, and obviously,
 7 this should carry some form of interest over time, I
 8 would say.
 9 Q. But that was your claim, you had a claim
 10 in 2008?
 11 MR. SIMONS: You're mischaracterizing.
 12 THE WITNESS: No. In 2008, there was a
 13 mentioning of my investment in Eldorado Hills, which
 14 will result in my potential claim of 1.5 million, the
 15 historical number.
 16 BY MR. LIONEL:
 17 Q. You had a potential claim when? Under the
 18 agreement?
 19 A. The potential claim is, to the best of my
 20 understanding, from day one. Whether it is from 2006
 21 or '7 or '8, I don't know.
 22 Q. The original was based upon you
 23 transferring or sending a million and a half, right?
 24 A. Correct.
 25 Q. In 2007?

1 A. If you say it was 2007, I have to assume
 2 that this is correct.
 3 Q. And your claim is from that time?
 4 A. My claims will be brought when they will
 5 be brought by my attorney to court according to his
 6 understanding of the date from which I am entitled to
 7 it.
 8 Q. But the claim is shown in your complaint,
 9 isn't it?
 10 A. I don't know if it has to -- if it has any
 11 material meaning in terms of the date from which we
 12 would calculate the interest.
 13 Q. You're familiar with the complaint?
 14 A. Which complaint?
 15 Q. The complaint that you have filed here,
 16 the second one. The one that Mr. Simons filed. Are
 17 you familiar with that complaint?
 18 A. As much as I am able as a nonlawyer to be
 19 familiar with it, yes.
 20 Q. Did you see it before it was filed?
 21 A. Yes.
 22 Q. It was filed in November, actually, of
 23 2016.
 24 A. Maybe.
 25 MR. LIONEL: November 4th or 5th?

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

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

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

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

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

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

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

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

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

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

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

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

1 that.
2 Q. Fine. Exhibit 2, the purchase agreement,
3 you say you have rights against Mr. Rogich under that
4 agreement; is that correct?
5 MR. SIMONS: He already answered the
6 question. Now you're mischaracterizing. Asked and
7 answered. He said also under that agreement.
8 MR. LIONEL: And I'm asking what the other
9 things were?
10 MR. SIMONS: He did. His investment into
11 Eldorado Hills.
12 MR. LIONEL: That's fine. But I want to
13 know --
14 THE WITNESS: And any other -- and
15 other --
16 BY MR. LIONEL:
17 Q. I understand that. I understand what
18 you're saying.
19 MR. SIMONS: Well, if you understand it,
20 then you don't need to ask the question.
21 BY MR. LIONEL:
22 Q. Mr. Harlap, all I'm asking you is prior to
23 Exhibit 2, which is the purchase agreement under
24 which you say you have rights, did you have any
25 rights against Mr. Rogich?

1 MR. SIMONS: Asked and answered.
2 BY MR. LIONEL:
3 Q. Answer that, please.
4 A. I think that I've answered before. I've
5 made my investment in Eldorado Hills in which he was
6 a part of, to the best of my understanding. And so
7 as much as he was part of it, I theoretically, and
8 based on my legal advice, would have claims against
9 him, yes.
10 Q. Because he was a member of the LLC?
11 A. Because of any legal reason.
12 Q. Are you aware of any legal reason?
13 A. Had I been a lawyer, I would have been
14 aware. Since I'm not a lawyer, I cannot be aware.
15 Q. Aside from what you just said, did you
16 have any claim against Mr. Rogich prior to the
17 execution of Exhibit 2?
18 MR. SIMONS: Asked and answered. That's
19 the third time.
20 BY MR. LIONEL:
21 Q. Answer that.
22 A. Asked and answered.
23 MR. SIMONS: There you go.
24 BY MR. LIONEL:
25 Q. What's your answer?

1 MR. SIMONS: He already answered.
2 THE WITNESS: I answered.
3 MR. SIMONS: Go ahead.
4 BY MR. LIONEL:
5 Q. What was your answer?
6 A. I answered.
7 MR. SIMONS: Will you go back and read the
8 answer to Mr. Lionel.
9 (Whereupon, the record was
10 read back by the court reporter:)
11 BY MR. LIONEL:
12 Q. Aside from the fact that you had invested
13 a million five in Eldorado and aside from the
14 purchase agreement, based on what else did you have a
15 claim against Mr. Rogich at the time?
16 A. Based on any other paperwork that my
17 lawyer would see as giving me such rights.
18 Q. And you personally have no personal
19 understanding of what they may be?
20 A. I am not a lawyer, and so I do not attempt
21 to understand what I am not educated to.
22 Q. Before the purchase agreement, did you
23 have any rights against anybody other than Eldorado?
24 A. Before which purchase agreement?
25 Q. The one, Exhibit 2.

1 MR. SIMONS: Objection to the extent it's
2 asking for a legal conclusion.
3 MR. LIONEL: I want his understanding.
4 THE WITNESS: I do not have the capacity
5 to analyze my legal standing in regards to any
6 previous paperwork or this paperwork, and I have to
7 rely on my attorney's counsel.
8 BY MR. LIONEL:
9 Q. And as far as you're concerned, you have
10 no knowledge of any such --
11 A. As far as I'm concerned, I have no attempt
12 to have knowledge.
13 Q. No what?
14 A. No attempt to assume that I have the
15 knowledge.
16 Q. Were you a party to the purchase
17 agreement?
18 MR. SIMONS: Objection to the extent it
19 asks for a legal conclusion.
20 BY MR. LIONEL:
21 Q. Answer the question, please.
22 A. I was mentioned in the -- in Exhibit 2.
23 Q. Exhibit A. I'm sorry, in Exhibit 2.
24 Okay.
25 A. I was mentioned in Exhibit 2.

1 Q. But you were not a party?
2 MR. SIMONS: Objection.
3 THE WITNESS: I don't understand what is
4 the standing of a party or not a party.
5 BY MR. LIONEL:
6 Q. I asked you a question. As far as you're
7 concerned --
8 A. I don't have -- I have no concerns other
9 than what is my legal standing. And I am not
10 deciphering my legal standing. It not for me to do.
11 Q. I should have taken a deposition of your
12 lawyer.
13 A. Maybe.
14 MR. SIMONS: I don't think you want it.
15 BY MR. LIONEL:
16 Q. Did you have any claim against Teld
17 prior --
18 A. Same answer.
19 Q. How about Mr. Eliades?
20 A. Same answer.
21 Q. How about with the Eliades Trust?
22 A. Same answer.
23 Q. How about the Rogich Trust?
24 A. Same answer.
25 Q. Why did you wait so long to sue?

1 MR. SIMONS: Which time?
2 THE WITNESS: What do you mean by "so
3 long"? I think I'm suing within the time frame that
4 I'm permitted to. Why is it too long?
5 BY MR. LIONEL:
6 Q. Is that your reason?
7 A. My reasons are to be kept between me and
8 my attorney. This is privileged information.
9 Q. Is that the only answer you can give me?
10 A. I think so.
11 Q. Fine. Did you ever discuss your claim
12 against Mr. Rogich or his trust with Mr. Rogich? Did
13 you ever discuss it with him?
14 A. No.
15 Q. Did you make any attempt to discuss it
16 with him?
17 A. No, he made the attempt. I did not have
18 direct contact with Mr. Rogich ever.
19 Q. Did you ever attempt to have direct
20 contact?
21 A. Via Carlos Huerta and Jacob Feingold and
22 my attorneys.
23 Q. What attempt did you make?
24 A. They were, to my understanding, repeatedly
25 trying to get him to give me back everything that I

1 was owed in regards to this investment, in one way or
2 the other.
3 Q. Where did Jacob Feingold come in? What
4 did he do?
5 A. He's the go through between me and Carlos
6 at some point.
7 Q. What did Carlos try to do?
8 A. I'm not aware of exactly what he tried to
9 do, except to my understanding, he went back and
10 forth many times to Sig Rogich, whether before this
11 agreement, during this agreement, after this
12 agreement, but we know the end result so far.
13 Q. Did Carlos tell you that?
14 A. Yes.
15 Q. What did he tell you exactly?
16 A. I don't remember.
17 Q. When did he tell you?
18 A. I don't remember.
19 Q. Mr. Harlap, I'm going to ask you some
20 questions based on your complaint. And to make it a
21 little clearer, I'm going to give you a copy of the
22 complaint. So when I look at something in here,
23 we'll know what we're talking about instead of my
24 just reading it.
25 MR. LIONEL: This will be six.

1 (Exhibit Number 6 was marked.)
2 BY MR. LIONEL:
3 Q. Would you look at that complaint, please,
4 Mr. Harlap. I'm going to start on paragraph 12.
5 "Eldorado relied on its two members to pay the
6 monthly loan payments, requiring Go Global and Rogich
7 Trust to contribute additional funds to Eldorado,
8 which in turn, Eldorado would use to pay the monthly
9 loan payment. In addition, funds would be
10 contributed and applied and used toward the
11 development cost as the project was being designed as
12 an industrial park."
13 Now, I read that paragraph to you to bring
14 you a little -- one of the things you talk about is
15 the -- you have some paragraphs here with respect
16 to -- well, Mr. Huerta said he paid. In other words,
17 he said he paid certain money for mortgage payments
18 and that he wanted to get them back or words to that
19 effect. I'm just trying to give you a general
20 background for where we're going.
21 A. I hear you.
22 Q. I beg your pardon?
23 A. I hear you.
24 Q. Okay. Fine. Now, look at paragraph 13,
25 "Commencing in or about 2006, Rogich Trust was

1 experiencing financial difficulties, which caused
2 Rogich Trust to be unable to contribute further funds
3 to Eldorado for payment of Eldorado's monthly loan
4 payments."

5 You're familiar with that paragraph?

6 A. I read it here in my complaint.

7 Q. Do you have any problems -- do you
8 understand it?

9 A. Yes, I do not -- I cannot relate now to
10 whether it was 2006 or not, I don't know.

11 Q. I understand that. I accept that.

12 A. And, of course, I am not fully aware of
13 Sig Rogich's personal finances.

14 Q. I'll get into that. This paragraph here,
15 is that your understanding, that that was the
16 situation in 2006 or 2007?

17 A. If this is what legally this means, then
18 yes.

19 Q. How do you know that? Is that what Carlos
20 told you?

21 A. I do not know.

22 MR. SIMONS: Objection. This isn't a
23 document he prepared. His counsel prepared it.

24 BY MR. LIONEL:

25 Q. Is that what Carlos told you?

1 A. I have no idea. This is a legal document
2 that was prepared by my counsel based on the assembly
3 of all the information that was given either by
4 paperwork or in wording either through me or through
5 findings of other papers and/or through Carlos Huerta
6 or anybody else who had to do with this case or this
7 investment.

8 Q. But you know that these three lines were
9 prepared by your lawyer, right?

10 A. Yes.

11 Q. And it says, "And commencing 2006, the
12 Rogich Trust was experiencing financial
13 difficulties." Is that what it says?

14 A. That's what it says.

15 Q. Do you have any information about whether
16 that's true or not?

17 A. No.

18 Q. No. Do you have any information about
19 whether Rogich Trust was unable to contribute further
20 funds to Eldorado? You don't have any information?

21 A. You're asking me whether he could
22 contribute. I have no clue whether he could. I know
23 that I heard that he didn't.

24 Q. From whom?

25 A. At the time, apparently.

1 Q. From whom?

2 A. Probably through Carlos or through the
3 findings of my attorney.

4 Q. Fine. But you have no personal knowledge
5 of that?

6 A. No.

7 Q. Let's go to 14. Would you read that, and
8 I'm going to ask you whether you've got any personal
9 knowledge of that.

10 A. I heard about it.

11 Q. From whom?

12 A. Either from Carlos Huerta or through my
13 lawyers when we started preparing the paperwork for
14 the claim.

15 Q. But you don't have any personal knowledge?

16 A. I don't recall.

17 MR. SIMONS: Here's what I need to do, is
18 to caution you that communications between yourself
19 or myself or anyone in my office are protected by the
20 attorney/client privilege. If your information is
21 derived from those communications, then I'm
22 instructing you not to answer.

23 THE WITNESS: Okay.

24 MR. SIMONS: If he asks you a question
25 about personal knowledge that derives from another

1 source other than our communications, he's entitled
2 to that.

3 THE WITNESS: But the truth is that I
4 cannot recall what, if at all, at some point I heard
5 from Carlos, let alone what was going on between you
6 and me. I cannot say this I heard from you, that I
7 heard from him. By and large, if I heard anything
8 from Carlos, it was like that (motioning with hands
9 far apart). If I heard anything through you, it was
10 like that (motioning with hands closer together).

11 MR. SIMONS: Okay.

12 THE WITNESS: This is as much as I can
13 relate to it, Mr. Lionel.

14 BY MR. LIONEL:

15 Q. Let's go back to paragraph 14. Do you
16 have any personal knowledge of what that says?

17 MR. SIMONS: Again, just for
18 clarification, if your knowledge is based upon our
19 communication --

20 THE WITNESS: It's based upon this
21 attorney relationship.

22 MR. LIONEL: No. If I ask him whether he
23 has any personal knowledge, he can answer that, can't
24 he?

25 MR. SIMONS: What you're saying is, yes, I

1 have personal knowledge, but it was derived from my
2 attorney? Yes, I agree with that.

3 MR. LIONEL: If he's got personal
4 knowledge, it's not derived from him.

5 BY MR. LIONEL:

6 Q. Independent of your lawyer, do you have
7 knowledge of that, personal knowledge?

8 A. I do not know.

9 Q. Paragraph 15, would you read it, please.

10 A. I read it.

11 Q. Aside from what your attorney may have
12 told you, do you have any personal knowledge of
13 what's in paragraph 15?

14 A. I may have also heard something in this
15 regard from Carlos, but I do not recall. I do not
16 recall a specific conversation, but it might have
17 very well been.

18 Q. From Carlos?

19 A. If, then from Carlos -- beyond what I know
20 from my lawyer, it would be from Carlos and maybe
21 Mr. Feingold.

22 Q. Fine. It talks about Go Global's
23 advances. Do you know what the amount of those
24 advances were?

25 A. No.

1 Q. Did you ever know?

2 A. I may have seen something, but I don't
3 recall.

4 Q. Did you ever inquire as to the amount of
5 the advances?

6 A. No. I never got into the details of this
7 investment to that level.

8 Q. When Carlos made the pitch to you in
9 2007 --

10 A. Or '6 or whatever it was.

11 Q. Whatever it was, did he talk about
12 advances by him?

13 A. I do not remember that. There is no way I
14 would remember that.

15 Q. Are you sure you don't remember
16 anything -- him talking about advances?

17 A. I don't remember him saying or not saying
18 it. And I do not remember whether it was during the
19 pitch and/or after the pitch, prior to me investing
20 money or post me investing money in Eldorado Hills.
21 I cannot tell you.

22 Q. You cannot say whether --

23 A. It could or could not have been in any of
24 these occasions.

25 Q. Do you remember him ever talking about

1 advances?

2 A. Not specifically.

3 Q. How about generally?

4 A. Maybe -- I don't want to say that I
5 remember specific because my memory may be due to the
6 fact that I read the paperwork at a later point and
7 only got information then, but I don't know.

8 Q. But do you now have any memory of him
9 talking --

10 A. Now I don't need the memory. Now I can
11 read.

12 Q. You want me to take that away from you?

13 A. No need to.

14 Q. Paragraph 16, "In reliance on Rogich
15 Trust's approval, consent and knowledge, Go Global
16 solicited and obtained the following investments into
17 Eldorado."

18 Do you have any memory that Rogich Trust
19 approved, consent and knew about this?

20 A. Now I have to refer you to the
21 lawyer-client conversations.

22 Q. But do you -- aside from that, do you have
23 any personal knowledge?

24 A. It's not me to have personal knowledge or
25 not. I'm not basing anything here theoretically on

1 personal knowledge because it is many years ago. I
2 do not recall. And as much as I know what happened
3 was, in retrospect, floated or surfaced through the
4 findings of my legal counsels, mostly. Not only but
5 mostly.

6 Q. But when I ask if you have personal
7 knowledge, besides what your lawyer may have told
8 you, you can say yes or no.

9 A. When I am firm about whether I have
10 personal knowledge or not, I would.

11 Q. But you don't have personal knowledge?

12 A. I don't have.

13 Q. You can't say that you had?

14 A. I cannot say that I have or that I don't
15 have.

16 Q. That's a strange answer, Mr. Harlap.

17 A. Maybe, but it is my answer.

18 Q. Fine. Well, I'm going to break it down.
19 "And reliance on Rogich Trust's approval, consent and
20 the knowledge, Go Global consented and obtained the
21 following investments."

22 A. "Go Global solicited and obtained."

23 Q. "Solicited and obtained the following
24 investments."

25 But you can't tell me that you are

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

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

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

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

1 A. I don't know.
2 Q. You don't know that?
3 A. I don't know. It could have come out of
4 somebody else's. I don't know.
5 Q. You don't know?
6 A. No.
7 Q. You're sure of that?
8 A. Yes.
9 Q. Let's look at paragraph 17. It says,
10 "Eldorado used the majority of the million five
11 invested to repay Carlos the amounts Carlos had
12 single-handedly advanced."
13 A. Apparently.
14 Q. Apparently what?
15 MR. SIMONS: What's the question?
16 BY MR. LIONEL:
17 Q. Apparently it came out of the million
18 five?
19 A. Apparently this is what the lawyers have
20 found, I think, as much as I can understand what is
21 written.
22 Q. So when you testified a few minutes ago
23 that it did not come out of your money --
24 A. I do not -- you cannot paint this money
25 and say -- maybe it came out of a different pocket

1 that went into Eldorado Hills.
2 Q. That's not what this says.
3 A. Okay. So apparently the lawyer found out
4 that it was paid out of that.
5 Q. And did you agree that the money should
6 come out of your million five?
7 A. How could I agree if I didn't know?
8 Q. You didn't know. This says it did come
9 out of the one-five.
10 A. Maybe. But it doesn't mean that I knew.
11 Q. Did you agree to it?
12 MR. SIMONS: Asked and answered. Third
13 time on this question. He said he didn't know about
14 it.
15 Go ahead.
16 MR. LIONEL: I don't want you to do that,
17 Counsel.
18 MR. SIMONS: Well, come on.
19 MR. LIONEL: I don't want you to do that.
20 MR. SIMONS: You're going in circles,
21 Counsel.
22 MR. LIONEL: Nonsense.
23 Would you read the last question back?
24 MR. SIMONS: Go two questions back.
25 MR. LIONEL: No, go one question. It's my

1 deposition and I'm questioning.
2 MR. SIMONS: Don't keep asking the same
3 question over and over.
4 MR. LIONEL: Ask the last question,
5 please.
6 (Whereupon, the following question was
7 read back by the court reporter:
8 Question: "Did you agree to it")
9 THE WITNESS: Agree to what?
10 BY MR. LIONEL:
11 Q. To the payment to Huerta or Go Global out
12 of the million five that you say you invested?
13 A. I don't know.
14 Q. You don't know?
15 A. No, I don't know.
16 Q. You may have?
17 A. I may have not.
18 Q. May have not. Okay.
19 At the time you invested in Eldorado, were
20 you aware of its financial condition?
21 A. No. Not that I recall.
22 Q. Did you attempt to find out?
23 A. Not that I recall.
24 Q. Were you aware that there was a large
25 mortgage that was owed by Eldorado?

1 A. I think I heard about a mortgage, but I
2 don't know. Honestly, I don't know.
3 Q. Do you remember anything about it?
4 A. No. I assume that any real estate
5 transaction purchase would have part equity, part
6 mortgage, and so I assume there could be also a
7 mortgage here.
8 Q. So you assumed that at the time?
9 A. Perhaps I assumed at the time. Perhaps
10 not. I don't know. I don't remember what happened
11 in 2006 or '7.
12 Q. You don't remember?
13 A. Or '8. Are we between questions?
14 Q. I beg your pardon?
15 A. Are we between questions?
16 Q. Do you want to go someplace?
17 A. If that is possible.
18 Q. Surely. Absolutely.
19 (Whereupon, a recess was had.)
20 BY MR. LIONEL:
21 Q. Are you aware that Go Global got a
22 consulting fee?
23 A. No. I don't recall.
24 Q. Are you aware that he got a consulting fee
25 out of your million and a half?

1 A. No. Not that I recall. I may have. I
2 may have not. Maybe I knew. Maybe not. I don't
3 know.
4 Q. Did you read Mr. Huerta's deposition where
5 he discussed a consulting fee?
6 A. If the deposition of Mr. Huerta is part of
7 this thing, which I had to read, then yes, but I
8 don't remember the details. As I told you, it was a
9 while ago. And I would not remember anyway.
10 Q. What would you remember about the
11 consulting fee?
12 A. I don't. I don't remember there being or
13 not being one.
14 Q. Do you know whether the consulting fee was
15 reflected in the general ledger of Eldorado?
16 A. No. I have no idea.
17 Q. You have no idea?
18 A. I have no idea.
19 Q. You're sure?
20 A. I have no idea. It may be part of the
21 findings of my attorneys at some point, but I
22 personally do not have knowledge. I have never seen
23 the ledger personally. I wouldn't know how to read
24 it had I seen it.
25 Q. Well, could you have heard Mr. Huerta say

1 it was on the general ledger?
2 A. Theoretically, I could have heard him say,
3 but I don't recall something like that.
4 Q. You don't have any knowledge about a
5 consulting fee; is that what you're saying?
6 A. I don't have information about him having
7 a consulting fee but maybe he did.
8 Q. And maybe it was on a general ledger?
9 A. Maybe.
10 Q. But you don't have any knowledge?
11 A. I have no knowledge.
12 Q. You never heard that?
13 A. I didn't say I never heard. I don't
14 recall hearing.
15 Q. Did you ever authorize a consulting fee to
16 Mr. Huerta or Go Global?
17 A. Given my recent answer, the answer would
18 be that I did not give such consent, to the best of
19 my understanding, nor do I recall whether I did or
20 didn't.
21 Q. Did you ever object to the payment of a
22 consulting fee to Go Global?
23 A. Pardon?
24 Q. Did you ever object to the payment of a
25 consulting fee to Go Global?

1 A. I don't have a standing on it at this
2 point in time because I don't know the basis for such
3 a claim, whether there was such a claim.
4 Q. Do you remember the first lawsuit?
5 A. My first lawsuit?
6 Q. Yes.
7 A. Barely. You know, in general, that I had
8 one.
9 Q. Hmm?
10 A. I remember that I had one.
11 Q. Who was your lawyer in that lawsuit?
12 A. I don't remember.
13 Q. Did you have a lawyer in that lawsuit?
14 A. I think so, yeah. I think I did. I
15 probably did.
16 Q. Was it Mr. McDonald?
17 A. Maybe. I don't remember.
18 Q. Did you know a McDonald McDonald?
19 A. I don't remember.
20 Q. What do you remember about the lawsuit?
21 A. Not much. Nothing pretty much. Only that
22 there was something like that.
23 Q. Did Mr. Huerta have anything to do with
24 it?
25 A. He was somehow involved in it, I guess,

1 yes.
2 Q. How was he involved?
3 A. He probably introduced me to a lawyer
4 on -- you know, upon my request or something like
5 that.
6 Q. Do you remember meeting the lawyer?
7 A. No, I don't.
8 Q. Did you pay him anything?
9 A. I don't remember.
10 Q. Did you have a retainer agreement?
11 A. I don't remember.
12 Q. Did you see the complaint before it was
13 filed?
14 A. I probably did, but I don't remember
15 whether I saw it or not, but I assume I would have to
16 have.
17 Q. Did you discuss that litigation or that
18 lawsuit with Mr. Huerta?
19 A. I may have. I don't remember. Probably
20 briefly at some point, but --
21 Q. What do you remember about it?
22 A. Not much. That it existed. That there
23 was a need to approach court to seek some court
24 decisions in regard to my rights in Eldorado Hills.
25 Q. Who were you suing?

1 A. I don't remember. Probably -- I assume at
2 the time I was suing Sig Rogich or Eldorado Hills or
3 anybody that had to do with it, but I don't remember
4 who I sued exactly.

5 Q. You really don't remember anything about
6 that?

7 A. No.

8 Q. Do you remember any basis for the suit?
9 Strike that.

10 Do you remember what your claim was?

11 A. As far as I understand, the claim is --
12 you ask if I remember. Remember, I don't. Can I
13 assume what was my claim? I assume it was exactly
14 the same claim as I have now based on my investment
15 in Eldorado Hills, and the fact that I was owed --
16 call it a membership part or anything else, rights,
17 claims, potential whatever you call it, it's legal
18 terms which were due to me and were lately -- and
19 later not paid or not acknowledged.

20 Q. Did you rely on Mr. Huerta with respect to
21 that suit?

22 A. Rely?

23 Q. Yes.

24 A. I don't understand what is the legal
25 meaning of "rely." Was he involved somehow? Yes.

1 Rely? I don't think so because rely meaning that
2 there is probably some legal standing, and I do not
3 know of any such legal standing in terms of relying
4 on him. It was my investment in Eldorado Hills which
5 I was referring to. So relying on him? I don't
6 know.

7 Q. Did he have any involvement in that
8 lawsuit?

9 A. I think he introduced to -- he took it to
10 that lawyer on my behalf, subject to me asking him,
11 because I was not physically here, and I didn't want
12 to bother with it from the other side of the world,
13 not knowing the details of the whole process and not
14 having paperwork with me at all to back all these --
15 a lawsuit, because he had all of it.

16 Q. Do you understand what unjust enrichment
17 is? Let me put it another way. Do you understand
18 what an unjust enrichment claim is?

19 A. Generally, if I translate it to Hebrew,
20 then as far as my limited understanding in legal
21 standing, yes, but I don't understand -- I cannot
22 tell you that I understand the legal implication.
23 It's a legal term, so I'm not the one to be asked
24 about that.

25 Q. Did Nanyah Vegas ever confer a benefit on

1 Eldorado?

2 MR. SIMONS: Objection to the extent
3 you're asking for a legal conclusion.

4 THE WITNESS: What do you mean?

5 BY MR. LIONEL:

6 Q. Your understanding. Do you have an
7 understanding --

8 A. I don't have an understanding.

9 Q. -- of that?

10 A. I don't have an understanding of what it
11 even means. But if I ever got money out of Eldorado
12 Hills? No, I just injected money into Eldorado
13 Hills.

14 Q. That was your relationship with Eldorado,
15 you invested money in it?

16 A. I invested money in Eldorado Hills.

17 Q. The investment in Eldorado was in 2007; is
18 that correct?

19 A. '6, '7, whatever, '8. I don't recall
20 exactly the year. It was prior to -- obviously to
21 the 2008 sale of the rights of Exhibit 2, I think it
22 is.

23 Q. In 2008, I think you said you spoke to
24 Mr. Huerta?

25 A. I would never tell you that I spoke in

1 2008, because I do not recall if it's 2008 or '7 or
2 '9 or '6.

3 Q. Do you remember what, if anything, you did
4 in 2008 with respect to Eldorado --

5 A. I remember nothing --

6 Q. -- with your investment?

7 A. -- in terms of relating to it date-wise
8 because I do not recall if it was in this or that
9 year or what it was at all during these years because
10 it's way too far back. And I don't remember what was
11 exactly said, if it was said, written, verbally, in
12 writing, over the phone, in person, I don't know.

13 Q. The investment was made in 2007 or 2006,
14 you say whatever, and that there was a purchase
15 agreement in 2008 when Carlos got out of Eldorado.

16 A. You relate to Exhibit 2?

17 Q. Yes. Fair statement, my statement?

18 A. Yes.

19 Q. What, to your knowledge after that, after
20 the Exhibit 2 purchase agreement, what do you
21 remember with respect to Eldorado?

22 A. I only remember vaguely that every year or
23 so I would be told either by Jacob Feingold, maybe at
24 some point directly through Carlos on the phone or if
25 he came to Israel at some point, because I never came

1 here. I never met him elsewhere so it would not have
2 been -- probably that there was this deal in 2008, I
3 assume, and that they're waiting to give me my
4 interest or my rights or my, whatever it is, which I
5 cannot define now as we speak. I may have heard,
6 during those years here and there, you know, no news,
7 okay, we're still trying, hoping, asking, pushing,
8 whatever, but not something specific.

9 Q. But you do remember the purchase agreement
10 of 2008 and what it said about your rights?

11 A. As I told you, I remember that there was,
12 and I do not remember from when I remember.

13 Q. But Carlos told you about that agreement,
14 didn't he?

15 A. He may have. He may have not. I assume
16 he has.

17 Q. He told you that you were going to get
18 your million five under that agreement in some way?

19 A. Million five or more.

20 Q. Hmm?

21 A. Million five or more.

22 Q. You mean with the interest?

23 A. With interest, with profits, with
24 anything -- because it could have -- I had -- since I
25 understood that I have -- I am part owner of

1 whatever -- of Eldorado Hills and through that, in
2 anything that Eldorado Hills owns, at some point,
3 I'll get my money, money plus interest, my part of
4 the -- my part of the real estate shares. You name
5 it, whatever. I don't know. This is legal -- legal
6 matters, but that I will get what I am due and that I
7 am due.

8 Q. You had your interest -- well, after the
9 purchase agreement, did you have any interest in
10 Eldorado?

11 A. I don't know. This is a legal standing.
12 I don't know what to answer.

13 Q. What was your understanding?

14 A. My understanding is that I have rights,
15 and these rights will be translated into something,
16 be it money, equity, whatever, going forward at some
17 point.

18 Q. Did you have an understanding, based upon
19 talking to Carlos, that after that agreement, you
20 were going to get your million five back?

21 A. I had the general understanding that I
22 will get what is due to me.

23 Q. You didn't know any amount?

24 A. I knew I invested 1.5 million, but at that
25 point in time I do not think that I knew whether my

1 rights were only for 1.5, 1.5 with interest, equity,
2 registration of ownership on a piece of real -- I
3 don't know. This is a legal matter. It's out of my
4 jurisdiction.

5 Q. What did Carlos tell you?

6 A. I don't remember what he told me now in
7 2007 or '8 or whatever. I don't remember what he
8 told me a year ago, if he did. I have no idea what
9 he told me in 2008. I can assume but --

10 Q. Let's talk about that Exhibit 2. You
11 understand what Exhibit 2 is?

12 A. Yes. More or less.

13 Q. Did Carlos tell you that he was getting
14 out of the company?

15 A. I think, but I'm not sure, that he told me
16 at the time that he had some financial issues, and
17 that he was going out but he secured my interest.

18 Q. He secured your interest?

19 A. Yes.

20 Q. That million and a half?

21 A. My interest, whether it is only the
22 million and a half or more than that, I don't know at
23 this point in time to tell you.

24 Q. You didn't ask him?

25 A. No. Not that I recall. I don't even

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.

3 (Whereupon, a recess was had.)

4 MR. LIONEL: Let's go back on the record,
5 Miss Reporter.

6 BY MR. LIONEL:

7 Q. Mr. Harlap, you still have Exhibit 6?

8 A. I do.

9 Q. I'm going to ask you about your claims in
10 the complaint. And the first claim, paragraph 86
11 says, "Nanyah invested \$1.5 million into Eldorado."
12 Tell me about that, how you invested it.

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

18 Q. She won't get your head shaking.

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

25 MR. SIMONS: Why are we asking this now?

1 You've already asked this 15 times earlier, Counsel.
 2 MR. LIONEL: It's not been asked once,
 3 Counsel.
 4 MR. SIMONS: You asked him, and he said he
 5 wired it and his account has the information. Why
 6 are we going through this?
 7 MR. LIONEL: Because I want to go further.
 8 It's my deposition. I'm not trying to delay it. If
 9 you don't like, you can call or stop and we go to the
 10 commissioner.
 11 MR. SIMONS: You said you were going to
 12 move forward in good faith.
 13 MR. LIONEL: I am moving forward. I'm not
 14 delaying anything. I anticipate you'll get out of
 15 here today.
 16 MR. SIMONS: Okay.
 17 MR. LIONEL: Probably earlier than you
 18 expected.
 19 BY MR. LIONEL:
 20 Q. Do you have any documentation that you
 21 wired it?
 22 A. I think that probably in my banking
 23 statements and/or my accounting there should be
 24 something like that, but I don't know.
 25 Q. Eighty-seven, and I'm not going through

1 the whole thing, believe me. "At all relevant times,
 2 Nanyah claimed an ownership interest in Eldorado."
 3 When you say "at all relevant times," does
 4 that have any meaning to you?
 5 A. The relevance is a legal relevance. And
 6 when he says that "at all relevant times," I assume
 7 that it refers to any legally relevant time from the
 8 point of time in which I invested until today.
 9 Q. And at those times you claimed an
 10 ownership interest in Eldorado?
 11 A. Apparently so.
 12 Q. By doing what?
 13 A. By doing whatever I was legally advised to
 14 do.
 15 Q. And you did that?
 16 A. As far as I understand legal matters, yes.
 17 Q. And who -- and your attorneys advised you?
 18 Strike that.
 19 Do you remember anything you did in
 20 connection with claiming an ownership interest?
 21 A. I sent the money at the time. As far as I
 22 recall, it was supposed to be registered properly.
 23 Beyond that, I'm not aware of a specific action that
 24 I have taken personally out of my own initiative,
 25 rather gave it to attorneys and/or Carlos and/or my

1 accountant to do.
 2 Q. Ninety-two, "The defendants, and each of
 3 them, breached the terms of the foregoing agreements
 4 by, among other things, A, failing to provide Nanyah
 5 a membership interest in Eldorado."
 6 Does that have any meaning to you?
 7 A. It means that although they had to
 8 register it in some way, my rights, they failed to do
 9 so. That's what I understand from the writing here.
 10 Q. There are a number of defendants in this
 11 case here and that claim is against the Rogich Trust,
 12 if you look up above at line 6, Sigmund Rogich, Teld
 13 and Peter Eliades.
 14 Are you saying that each of them failed to
 15 provide Nanyah a membership interest in the Eldorado?
 16 A. This is the analysis of my legal counsel,
 17 apparently.
 18 Q. Hmm?
 19 A. This is the analysis of my legal counsel,
 20 apparently.
 21 Q. How about your understanding?
 22 A. My understanding is irrelevant. I'm not a
 23 lawyer.
 24 Q. It's not irrelevant as far as I'm
 25 concerned, as far as this case is concerned.

1 A. Well, this case will be tried, I guess, so
 2 it will be decided. But as far as I'm knowledgeable
 3 of what registering means, I cannot really tell you
 4 much. I think that it is my legal counsel's view
 5 that it has not been registered as it should have.
 6 Q. Anything besides the failure to register?
 7 A. Failure to pay me back.
 8 Q. But that's not what you say here. You say
 9 failing to provide a member --
 10 A. But your last question did not necessarily
 11 relate to article 92.
 12 Q. And your answer is what?
 13 A. That they didn't pay me back.
 14 Q. I move to strike it as nonresponsive.
 15 MR. SIMONS: You cannot strike it from a
 16 deposition.
 17 MR. LIONEL: It's stricken.
 18 MR. SIMONS: It has to be transcribed.
 19 MR. LIONEL: I understand that.
 20 BY MR. LIONEL:
 21 Q. Paragraph 88, "Rogich Trust, Sigmund
 22 Rogich, Teld and Peter Eliades, all entered into the
 23 purchase agreement, the membership agreements and the
 24 amendment and restated operating agreement, which
 25 agreements all specifically identified Nanyah as a

1 third-party beneficiary of each agreement."
 2 Do you understand what that paragraph
 3 says?
 4 A. I think so.
 5 Q. Did all the agreements specifically
 6 identify Nanyah as a third-party beneficiary?
 7 MR. SIMONS: Objection to the extent
 8 you're asking for a legal conclusion.
 9 THE WITNESS: For sure, Exhibit 2 shows it
 10 explicitly. As for the others, I assume that if my
 11 lawyer has stated it this way, then this is the case.
 12 BY MR. LIONEL:
 13 Q. That Nanyah was a third-party beneficiary?
 14 A. Yes.
 15 Q. Was it a third-party beneficiary of any
 16 other agreements?
 17 MR. SIMONS: Objection to the extent it
 18 calls for a legal conclusion.
 19 BY MR. LIONEL:
 20 Q. Do you have an understanding?
 21 A. What understanding?
 22 Q. That Nanyah may have been specifically
 23 identified as a third-party beneficiary of agreements
 24 other than the purchase agreement, Exhibit 2?
 25 A. I don't have an understanding or a

1 nonunderstanding because it's not for me to
 2 understand or not. It's for my lawyer to understand.
 3 Q. Do you expect to be a witness in this
 4 case?
 5 A. This is, as far as I understand, a matter
 6 to be discussed between my lawyer and myself, and if
 7 my lawyer will see that I should be, then I will. If
 8 you can force me to be and I will have to, then I
 9 will.
 10 Q. Why would I force you?
 11 A. I have no idea. It is, again, you're
 12 asking me about things that have to do with legal
 13 procedures in the United States. My understanding in
 14 legal procedures in Israel are minimal, let alone in
 15 the United States.
 16 Q. Let's go to the second claim. I should
 17 probably precede that by saying moving right along.
 18 A. Which exhibit?
 19 MR. SIMONS: Six.
 20 BY MR. LIONEL:
 21 Q. I'm going to deal with the complaint.
 22 A. Second claim for relief?
 23 Q. Mm-hmm.
 24 Paragraph 95 is identical to paragraph 88
 25 that we just discussed. Is it a fair assumption your

1 answers would be the same?
 2 A. If this is the case, I assume the answers
 3 would be similar.
 4 Q. Paragraph 97, "The defendants breached --
 5 strike that.
 6 Do you know what a covenant of good faith
 7 and fair dealing is?
 8 A. No.
 9 Q. Paragraph 97 says, "The defendants engaged
 10 in misconduct, which was unfaithful to the purpose of
 11 the contractual relationship by, among other things."
 12 What was the misconduct?
 13 MR. SIMONS: Objection to the extent
 14 you're requesting a legal conclusion.
 15 THE WITNESS: It is, again, you're asking
 16 legal questions. The best I can answer you is to do
 17 a straight-forward translation of the wording into
 18 Hebrew and try to understand what it means from
 19 there, but I have no way of saying what I understand
 20 from the Hebrew translation of what is written here
 21 to the legal meaning of it.
 22 BY MR. LIONEL:
 23 Q. Do you understand misconduct?
 24 A. I understand the verbal translation of
 25 misconduct into Hebrew and what misconduct means in

1 general. I have no understanding what misconduct
 2 means in the legal capacity of this case.
 3 Q. I'm not talking legal capacity. Do you
 4 understand the general meaning in English of the word
 5 "misconduct"?
 6 A. I translate it into Hebrew and then, yes,
 7 I understand what is misconduct.
 8 Q. What is misconduct?
 9 A. Misconduct is failing to do something that
 10 was supposed to be done.
 11 Q. What do you know should have been done but
 12 wasn't done by the defendants?
 13 A. For example, register my rights properly.
 14 Q. Anything else?
 15 A. That would be a legal matter. I don't
 16 know.
 17 MR. SIMONS: The anything elses are
 18 defined in the complaint.
 19 BY MR. LIONEL:
 20 Q. I want to take you back to paragraph 92 --
 21 92A, fail -- 92 says, "There was a breach of the
 22 terms of the agreements by, among other things,
 23 failing to provide Nanyah a membership interest in
 24 Eldorado.
 25 I think you have answered that before,

1 haven't you? You said they breached it by failing to
 2 register to you?
 3 A. To the best of my understanding --
 4 Q. To the best of your understanding?
 5 A. -- of the legal aspect of it.
 6 Q. Let's go to B. "Breached by failing to
 7 convert Nanyah's investment into a noninterest
 8 bearing debt."
 9 What do you know about that?
 10 A. That it's written here.
 11 Q. That's all you know?
 12 A. I know that this is probably what my
 13 lawyer found relevant to what has been or has not
 14 been done by the defendants.
 15 Q. And you rely on that?
 16 A. I rely on that and on the explanation of
 17 my legal counsel, I assume at the time when it was
 18 done, of what it meant, in general terms, and I
 19 relate it to that.
 20 Q. When was it done?
 21 A. When it was prepared.
 22 Q. When what was prepared?
 23 A. The paperwork, the claims.
 24 Q. The failure to convert was done at that
 25 time?

1 A. No. The failure to convert was done
 2 probably way before that. Whether it was 2008 or
 3 just after what Exhibit 2 said they should have done.
 4 Q. It could have been 2008?
 5 A. Could have been.
 6 Q. Let's take C. "Failing to inform Nanyah
 7 that Rogich Trust was transferring its full
 8 membership interest in Eldorado to the Eliades Trust
 9 in breach of the terms of the agreements."
 10 Are you relying upon your attorney for
 11 that?
 12 A. Yes. But what my understanding is here,
 13 is that at the time when Rogich transferred his
 14 ownership of his or any other ownership in Eldorado
 15 Hills to Eliades or whomever else, I think that any
 16 reasonable person would have expected him to approach
 17 the potential claimant, let's say, and given him an
 18 equal opportunity, advanced notice, you name it, in
 19 this respect.
 20 Q. In what respect?
 21 A. In respect of the fact that he was
 22 planning to give up rights, which were also my
 23 rights, to this -- to the company, to the property,
 24 without even telling me -- announcing, asking, giving
 25 me equal opportunity to take it over myself, et

1 cetera.
 2 Q. All C is talking about is a failure to
 3 inform.
 4 A. Yes. Because any reasonable honest person
 5 who was put in such a situation where he's about to
 6 do what Sig Rogich has done, would have picked up the
 7 phone, write a letter, called even Carlos Huerta and
 8 tell him, we don't have direct contact with Mr. Yoav
 9 Harlap or Nanyah Vegas, please give us the contact
 10 because we are about to do A, B, C and D, which
 11 affects him or potentially affects him and his
 12 rights, and we want him to be on board with us on
 13 what we're planning to do, and make sure that it's
 14 okay with him.
 15 Which nobody does. They failed to inform
 16 me. They never consulted with me. They never gave
 17 me the right to participate, to take it over myself.
 18 Nothing.
 19 Q. You made your investment, you say, in 2007
 20 or '6, right?
 21 A. Whatever.
 22 Q. And you never talked to Mr. Rogich after
 23 that except for the one time we talked about?
 24 A. Not before, not during, not after, until
 25 last year here in your office.

1 Q. Were your arms tied or hands tied?
 2 MR. SIMONS: Argumentative. Come on,
 3 Counsel.
 4 MR. LIONEL: A little bit.
 5 BY MR. LIONEL:
 6 Q. What prevented you from calling him?
 7 A. I didn't know that I -- I didn't know
 8 until a very late stage that I had a real problem,
 9 and that I was -- and that somebody cheated me out of
 10 a deal.
 11 Q. When was this late stage that you're
 12 talking about?
 13 A. I can't recall the exact date. Late.
 14 Q. Approximately what year?
 15 A. Later than 2008 and earlier than 2016 at
 16 the point at which I came and did the first claim or
 17 whenever it was.
 18 Q. D, "The breach in transferring Rogich
 19 Trust full membership interest in Eldorado to the
 20 Eliades Trust in breach of the terms of the
 21 agreements."
 22 What agreements said he couldn't transfer
 23 it?
 24 MR. SIMONS: Objection to the extent it
 25 calls for a legal conclusion.

1 THE WITNESS: Again, this is legal jargon
2 that I cannot relate to beyond saying that this is
3 something that I cannot have, you know, an opinion
4 about.
5 BY MR. LIONEL:
6 Q. So you don't know whether there was any
7 agreement that said you could not transfer?
8 A. If my attorney says that there was, then
9 there was.
10 Q. You rely on your attorney?
11 A. I rely on my attorney.
12 Q. Was there any relationship between any of
13 the defendants and Nanyah?
14 MR. SIMONS: Object to the extent you're
15 asking for a legal conclusion.
16 BY MR. LIONEL:
17 Q. To your knowledge, was there any kind of
18 relationship? Did they have --
19 MR. SIMONS: Same objection.
20 BY MR. LIONEL:
21 Q. Do you know what a fiduciary relationship
22 is?
23 A. More or less, yes.
24 Q. Was there a fiduciary relationship?
25 A. I don't know. This is a legal standing

1 and I have no way of saying whether there was a
2 fiduciary duty or not.
3 Q. My question's a simple one. Do you have
4 any knowledge --
5 A. It's very simple for a lawyer.
6 Q. Was there any special relationship between
7 Nanyah and any of the defendants?
8 A. What is "special relationship"?
9 Q. As far as you understand?
10 A. What is "special relationship"?
11 Q. Did they go to school together? Did they
12 play football together?
13 A. If they went to school together, no. If
14 they played football together, also no, as far as I
15 recall.
16 Q. And you don't have any --
17 A. And I'm not in the same age group as Sig
18 Rogich, so I doubt that we went to Boy Scouts
19 together.
20 Q. How about the other defendants? How about
21 Eliades, Pete Eliades?
22 MR. SIMONS: What's the question, special
23 relationship?
24 BY MR. LIONEL:
25 Q. Yes. Any kind of relationship?

1 MR. SIMONS: To the extent you're asking
2 him to define a legal relationship that is identified
3 under the law, I'm going to object that it's asking
4 for a legal conclusion. If you're just saying what
5 kind of --
6 BY MR. LIONEL:
7 Q. Any kind of relationship?
8 A. If it is a relationship of going to Boy
9 Scouts together, no. If it is a relationship that
10 they had obligations towards me in -- within the
11 context of the Eldorado Hills deal, then there might
12 have been.
13 Q. Aside of the Eldorado deal, was there any
14 kind of relationship between Nanyah or you and any of
15 the -- or any of the defendants?
16 A. I don't know. In terms of personal
17 relations, I don't know of any such relationship.
18 Q. Thank you.
19 Paragraph 99, "Nanyah has sustained
20 damages in excess of \$10,000 as a result of these
21 defendant's actions, and it's entitled to recover its
22 reasonable and necessary attorneys' fees and costs
23 incurred in this action."
24 What were the damages of Nanyah because of
25 what appears in 97?

1 MR. SIMONS: Objection.
2 THE WITNESS: Any damages that are
3 mentioned here would be damages that are assessed by
4 my attorney.
5 BY MR. LIONEL:
6 Q. That's your answer?
7 A. I wouldn't -- I would give the information
8 to my attorney, perhaps I answered some questions,
9 and if my attorney decided that this is what he
10 should write here, then I guess it reflects what
11 needs to be written.
12 Q. Let's go to the third claim. Paragraph
13 101 says that Nanyah was identified specifically as a
14 third-party beneficiary of each of the agreements; is
15 that correct?
16 MR. SIMONS: Are you asking is that what
17 it says in there?
18 THE WITNESS: It is the same question like
19 you asked me before in the first or second claim, and
20 the answer would be exactly the same answer. As far
21 as it is in Exhibit 2, yes. Any other exhibit, I
22 assume so if this is what is written by my attorney.
23 BY MR. LIONEL:
24 Q. 102, "These defendants owed Nanyah a duty
25 of good faith and fair dealing arising from these

1 contracts."
2 Do you agree with that paragraph?
3 MR. SIMONS: Objection to the extent it's
4 asking for a legal conclusion.
5 BY MR. LIONEL:
6 Q. Your understanding?
7 A. My understanding in legal conclusions is
8 very limited, Mr. Lionel, so I do not attempt to give
9 a legal opinion on legal matters.
10 Q. I don't want a legal opinion. What kind
11 of a duty did Teld have to you with respect to the
12 agreements?
13 MR. SIMONS: Objection to the extent
14 you're asking for a legal conclusion and to interpret
15 Nevada law.
16 BY MR. LIONEL:
17 Q. Are you aware of any duty that Teld had to
18 you?
19 MR. SIMONS: Same objection.
20 BY MR. LIONEL:
21 Q. I want an answer.
22 A. The answer is that, according to my
23 lawyer, they have failed in this respect, and so I
24 do.
25 Q. Failed in what respect?

1 A. In a legal -- in a legal respect.
2 Q. Of what?
3 A. Of doing what they needed to do according
4 to the set of agreements that I was either a party --
5 direct party of or that I had interest in.
6 Q. How about Peter Eliades?
7 A. Same.
8 Q. Same. How about Sigmund Rogich?
9 A. Same.
10 Q. How about the Rogich Trust?
11 A. Same.
12 Q. Thank you.
13 Paragraph 103, "These defendants shared a
14 special fiduciary and/or confidential relationship
15 with Nanyah."
16 Did Nanyah have any kind of relationship,
17 personal or otherwise, with these defendants?
18 MR. SIMONS: Objection to the extent
19 you're asking for a legal conclusion.
20 THE WITNESS: You're asking me a legal
21 question which I cannot answer.
22 BY MR. LIONEL:
23 Q. No, I'm not. I've broadened it.
24 A. The personal part, as I told you, I don't
25 know them personally. I did not know them

1 personally.
2 Q. And you had nothing to do with them except
3 what's happening in this matter?
4 A. Except I invested in Eldorado Hills.
5 Q. But you had nothing to do with these
6 defendants except for what is involved in this
7 matter?
8 A. They had apparently to do with me from
9 what I understand from these papers.
10 Q. Like what?
11 A. Like fiduciary responsibility. They were
12 supposed to be faithful to me. They were supposed to
13 register my rights, et cetera, et cetera.
14 Q. Anything else?
15 A. I don't know. The other things -- there
16 is probably a whole list of things that are stated
17 here, which they either did or did not do as per what
18 they needed to or were supposed to or expected to.
19 MR. LIONEL: Read that answer back,
20 please.
21 (Whereupon, the following answer was read
22 back by the court reporter:
23 Answer: "I don't know. The other
24 things -- there is probably a whole list
25 of things that are stated here, which

1 they either did or did not do as per what
2 they needed to or were supposed to or
3 expected to.")
4 BY MR. LIONEL:
5 Q. You do know what a fiduciary relationship
6 is, don't you?
7 A. Not in legal terms. I know what it means
8 when I translate it into Hebrew, and from my
9 understanding of the Hebrew language, I can
10 understand what it means, but I do not understand the
11 legal standing of fiduciary responsibility.
12 Q. Didn't you just answer that they had a
13 fiduciary duty?
14 A. From what I'm reading here, according to
15 the analysis of my legal counsel, they failed their
16 fiduciary duty towards me.
17 Q. But you didn't say yourself, without the
18 legal counsel --
19 A. No, I don't have the capacity to
20 understand the legal standing in order to do so.
21 Q. And you don't understand good faith and
22 fair dealing concept?
23 A. I understand it only in the context of
24 translating it into Hebrew and relating to it in
25 general human relation terms, not in legal terms.

1 Q. Did Peter Eliades act in bad faith to you?
 2 MR. SIMONS: Objection to the extent it's
 3 asking for a legal conclusion.
 4 MR. LIONEL: That's not a legal
 5 conclusion.
 6 BY MR. LIONEL:
 7 Q. Do you understand bad faith?
 8 A. Yes, I understand bad faith.
 9 Q. What is it?
 10 MR. SIMONS: Hold on. Again, you're
 11 asking for a legal conclusion. It's a defined issue
 12 under Nevada law.
 13 BY MR. LIONEL:
 14 Q. What is bad faith?
 15 A. Bad faith in terms of the Nevada law, I
 16 have no idea.
 17 Q. Nor do I. You tell me what bad faith is
 18 in English.
 19 MR. SIMONS: To the extent you're not
 20 asking for a legal conclusion, go ahead and tell him
 21 what you think.
 22 THE WITNESS: If it is not regarding a
 23 legal conclusion, then bad faith is not being honest
 24 towards me in any of the dealings.
 25 ///

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

1 for me, in this respect.
 2 Q. What did he do to you? What did Teld do
 3 to you?
 4 A. First of all is what he didn't do to me.
 5 Q. What he didn't do? What he didn't do?
 6 A. It's also what he didn't do.
 7 Q. Which is what?
 8 A. Which is anything that my legal counsel is
 9 saying that he didn't do or did.
 10 Q. Anything else?
 11 A. No.
 12 Q. How about Sigmund Rogich?
 13 A. Same.
 14 Q. How about the Rogich Trust?
 15 A. Same.
 16 Q. 104, "Nanyah did repose in these
 17 defendants a special confidence with respect to the
 18 transaction involving its investment in Eldorado and
 19 defendants were obligated to honor the special
 20 confidence and confidentiality with due regard to
 21 Nanyah's interest."
 22 Did you repose a special confidence in
 23 these defendants?
 24 MR. SIMONS: Objection to the extent
 25 you're asking a legal conclusion.

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

1 special confidence in Mr. Rogich.
2 A. You would have to ask my lawyer.
3 Q. How about with respect to Teld?
4 A. You would have to ask my lawyer.
5 Q. How about Peter Eliades.
6 A. You would have to ask my lawyer.
7 Q. How about the Rogich Trust?
8 A. You would have to ask my attorney.
9 Q. That's the only answer you can give?
10 A. Apparently.
11 Q. 105, "The defendants breached the implied
12 covenant of good faith and fair dealing contained in
13 the agreements by engaging in misconduct that was
14 unfaithful for the purpose of the contractual
15 relationship and special relationship that existed
16 by, among other things," and it lists five or six
17 things.
18 Tell me about the misconduct.
19 A. My answer would be exactly the same as to
20 the previous article.
21 Q. Can you tell me specifically what the
22 misconduct was?
23 A. No.
24 Q. You cannot?
25 A. I cannot.

1 Q. Why not?
2 A. Because it's a legal matter. Misconduct
3 is a legal matter. It has a legal meaning in this
4 context, and I cannot relate to it because it is not
5 my proficiency.
6 Q. You know it's a legal matter in the
7 context of that paragraph?
8 A. I assume it is a legal matter.
9 Q. And for that reason, you won't respond to
10 my question?
11 A. And for that reason, I do not have the
12 capacity to respond.
13 Q. You do not have the capacity to say what
14 the misconduct was?
15 A. Correct.
16 MR. SIMONS: To the extent you're asking
17 for a legal conclusion, is what he's saying.
18 BY MR. LIONEL:
19 Q. 106 -- how about 107, damages?
20 A. I've answered that before.
21 Q. No. It's a different claim.
22 A. My answer --
23 Q. Same damages for everything?
24 A. Same answer.
25 Q. Same answer that you gave before?

1 A. Same answer as I gave before.
2 Q. Applies to all damages?
3 A. The damages are defined, to the best of my
4 understanding, by my legal counsel, who can assess
5 that.
6 Q. But the purpose of the deposition was not
7 to inquire of your legal counsel, it was to get your
8 information, what you knew.
9 A. Well, to the best of what I know, I told
10 you. What I don't know I will not tell you whether
11 you like it or not.
12 Q. Let's take 115, which -- and I'm going to
13 read it. "When the defendants' acts were performed,
14 they acted with oppression, fraud and malice and/or
15 with the willful, intentional and reckless disregard
16 of Nanyah's rights and interest and, therefore,
17 Nanyah is entitled to punitive damages in excess of
18 \$10,000."
19 What acts are you talking about?
20 A. Legal acts.
21 Q. Hmm?
22 MR. SIMONS: Objection to the extent
23 you're asking for a legal conclusion.
24 BY MR. LIONEL:
25 Q. I'm asking you what the acts were.

1 MR. SIMONS: Right. You're asking what
2 acts satisfied the legal requirements of the --
3 MR. LIONEL: No, I'm not.
4 BY MR. LIONEL:
5 Q. I'm asking you -- it says here, "When the
6 defendants' acts were performed." I'm asking you
7 what did they do?
8 MR. SIMONS: He already told you that.
9 MR. LIONEL: No, he didn't.
10 MR. SIMONS: Yeah, he told you. He's been
11 telling you that today. So to the extent you want to
12 try to --
13 MR. LIONEL: I'm on 115, Counsel. I'm on
14 115.
15 MR. SIMONS: What does that mean?
16 MR. LIONEL: The first time I've asked him
17 about a punitive damage claim.
18 MR. SIMONS: No, but you've asked him the
19 facts, and now you're trying to say I want new facts
20 that I haven't heard today in relation to the
21 punitive damages. So that's my objection.
22 MR. LIONEL: That's your objection. You
23 made it.
24 BY MR. LIONEL:
25 Q. What were the acts?

1 MR. SIMONS: Same objection.
 2 THE WITNESS: I don't know. They are
 3 illegal acts, and I'm not in the position to tell
 4 you.
 5 BY MR. LIONEL:
 6 Q. What are the illegal acts?
 7 A. Pardon?
 8 Q. What are illegal acts?
 9 A. Acts that were done not in accordance with
 10 what they should have done in a legal matter.
 11 Q. You don't know what the acts were?
 12 MR. SIMONS: That's not what he's
 13 testified. He's already asked and answered that.
 14 MR. LIONEL: Just make your objection,
 15 Counsel.
 16 MR. SIMONS: I did. Asked and answered.
 17 THE WITNESS: I cannot give an informed
 18 analysis of the legal aspect of what you're asking.
 19 BY MR. LIONEL:
 20 Q. I'm not --
 21 A. So I cannot answer it in the way that you
 22 would, perhaps, want me to. This is a matter that I
 23 need to refer you to my legal counsel.
 24 Q. As to what the acts were?
 25 A. As to anything that is written here.

1 Q. As to anything?
 2 A. As to anything that is written in this
 3 paragraph.
 4 Q. How about -- do you know what the word
 5 "oppression" is?
 6 A. I can translate it.
 7 Q. Translate it into Hebrew?
 8 A. Yes.
 9 Q. I didn't ask that. Do you know what it is
 10 in English?
 11 A. If I know what it is in English? I would
 12 know what it is in English if I would know what it is
 13 in Hebrew, provided it is not a legal term, and then
 14 I would not even know then.
 15 Q. You don't know what the English word
 16 "oppression" means?
 17 A. To oppress somebody, in general, I more or
 18 less know, but to be precise, I would need to
 19 translate it into Hebrew, which I probably have done
 20 at the time that I first read this.
 21 Q. Can you translate it back again from the
 22 Hebrew to the English?
 23 A. Probably.
 24 Q. Well, I'm asking you what the --
 25 A. But not in its legal standing, only in its

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

1 Q. What was the fraud here by the defendants?
 2 A. This is something that you would have to
 3 relate to my lawyer for.
 4 Q. You're unable to answer that?
 5 A. Correct. I'm not a legal counsel.
 6 Q. How about malice? Do you understand
 7 what --
 8 A. Same thing.
 9 Q. Same thing?
 10 A. Yes.
 11 Q. I would have to refer to your lawyer?
 12 A. Yes.
 13 Q. Because you're not able to answer it?
 14 A. Because I don't have the legal education
 15 to be able to answer that.
 16 Q. And that's the only reason?
 17 A. That's a good enough reason for me.
 18 Q. Let's go to the fourth claim.
 19 A. We are already on the fifth, so we go back
 20 to the fourth?
 21 Q. Yes. I guess we skipped it. We don't
 22 want to do that.
 23 A. What?
 24 Q. We don't want to do that, do we?
 25 A. Do what?

1 Q. Skip one of them.
 2 A. Well, you can go back to any of them.
 3 Q. Fourth claim, "Intentional interference
 4 with contract," and it's against Sigmund Rogich,
 5 Teld, Peter Eliades, Eliades Trust and Imitations.
 6 Paragraph 110 says, "Nanyah was the
 7 third-party beneficiary of the purchase agreement,
 8 the membership agreements and the amended and
 9 restated operating agreement."
 10 You agree with that?
 11 MR. SIMONS: Objection to the extent it's
 12 asking for a legal conclusion.
 13 MR. LIONEL: No, I'm not.
 14 MR. SIMONS: Or are you agreeing that it
 15 says what it says?
 16 MR. LIONEL: Yeah. I'm agreeing with what
 17 it says.
 18 THE WITNESS: I don't know the legal
 19 standing of what you're asking me.
 20 MR. SIMONS: No, he just asked you -- what
 21 he said, is that's what's contained in what he was
 22 referring you to?
 23 THE WITNESS: That's what's written.
 24 BY MR. LIONEL:
 25 Q. I'm asking you whether you agreed with it?

1 MR. SIMONS: Now you're asking for a legal
 2 conclusion.
 3 BY MR. LIONEL:
 4 Q. Answer my question, please.
 5 A. You're asking for a legal conclusion which
 6 I'm not --
 7 MR. SIMONS: I get to make the objection.
 8 THE WITNESS: Okay.
 9 MR. SIMONS: But to the best you can, to
 10 the extent you're not trying to give a legal
 11 conclusion or legal analysis, do what you can with
 12 his question.
 13 THE WITNESS: Okay. I think that Exhibit
 14 2, for example, is one of the things that is
 15 mentioned here, is saying explicitly that I have --
 16 that I am the third-party beneficiary of this
 17 purchase agreement, and that I have membership rights
 18 or that there should be potential claims or
 19 membership rights, et cetera, and these were not
 20 properly registered.
 21 BY MR. LIONEL:
 22 Q. How about the membership agreements? Do
 23 you know what that's referring to?
 24 A. I do not at this time remember exactly
 25 what are the membership agreements or the amended

1 restated operating agreements.
 2 Q. You don't remember?
 3 A. No.
 4 Q. I'm going to read 111. "These
 5 defendants" -- referring to Mr. Sig Rogich, Teld,
 6 Peter Eliades, Eliades Trust and Imitations. "These
 7 defendants were all aware of the foregoing agreements
 8 specifically identifying Nanyah's membership interest
 9 in Eldorado and the rights to receive such interest
 10 from the Rogich Trust."
 11 Do you agree with that?
 12 A. Are they not signatory parties of Exhibit
 13 2?
 14 Q. I beg your pardon?
 15 A. Are they not signatory parties of Exhibit
 16 2?
 17 Q. The answer to that is no. The only ones
 18 that were signatories were -- I don't think so. I
 19 won't mislead you, so let me look at it a little
 20 longer. The answer to that is they were not. Okay?
 21 I'll concede that.
 22 A. Pardon?
 23 Q. None of these defendants were parties to
 24 that.
 25 A. Okay. So?

1 Q. Number 12, "These defendants performed
 2 intentional acts intended or designed to disrupt
 3 Nanyah's contractual rights arising out of these
 4 contracts."
 5 A. This seems to be the view of my legal
 6 counsel.
 7 Q. How about your view?
 8 A. I don't -- I don't have a view on legal
 9 matters.
 10 Q. How about nonlegal? You're not a lawyer.
 11 A. Nonlegal are irrelevant. We are talking
 12 legal matters here.
 13 Q. Mr. Harlap, it is not irrelevant in this
 14 case.
 15 A. How come?
 16 Q. Because I said so.
 17 A. Well, that's not good enough for me. I'm
 18 sorry.
 19 MR. SIMONS: Let's do this. Maybe --
 20 BY MR. LIONEL:
 21 Q. I want to know -- it says, "These
 22 defendants performed intentional acts intended or
 23 designed to disrupt Nanyah's contractual rights
 24 arising out of these contracts."
 25 Did these defendants perform intentional

1 acts intended or designed to disrupt Nanyah's
2 contractual rights?
3 MR. SIMONS: I'm going to object to the
4 extent you're asking for a legal interpretation.
5 Notwithstanding that, he wants to hear
6 again what you think these guys did that was wrong.
7 THE WITNESS: I think that they failed to
8 either pay me back or to register my rights or to
9 have -- to make sure, in basic terms, not in legal
10 terms, but to make sure that I am given my full
11 rights of ownership and/or money plus interest and/or
12 registered rights and/or any other way in which I
13 would benefit most out of my investment in Eldorado
14 Hills.
15 BY MR. LIONEL:
16 Q. What did they do in that respect? It says
17 they "performed intentional acts." What --
18 A. Yes. To the best of my understanding,
19 they have created of a legal set of documents and/or
20 actions, transactions, that, at the end of the day,
21 attempted to rid me of my rights, basically, and not
22 pay me what they should have.
23 Q. Is that what you say are -- intentional
24 acts, doesn't that import something done
25 specifically?

1 MR. SIMONS: Objection. That's
2 argumentative.
3 THE WITNESS: Wasn't what I described
4 intentional enough?
5 BY MR. LIONEL:
6 Q. Have you seen these agreements that you're
7 talking about?
8 A. I have seen Exhibit 2.
9 Q. Exhibit 2.
10 A. At least. I may have seen the others as
11 well, but Exhibit 2 I've seen for sure.
12 Q. And that's an intentional act, Exhibit 2?
13 MR. SIMONS: That's not what he said.
14 Mischaracterizing his testimony.
15 MR. LIONEL: Just object, Counsel, please.
16 MR. SIMONS: I am.
17 THE WITNESS: What happened apparently
18 after the signing of Exhibit 2, the next stages of
19 this fraudulent operation was to rid me of my rights
20 completely. Exhibit 2 was stage one of this
21 operation or stage two, whatever, and then came other
22 steps that were taken by them, between them, not
23 consulting me, not giving me any rights to
24 participate, take over, have any even comment.
25 ///

1 BY MR. LIONEL:
2 Q. Why didn't you sue for the rights that
3 came out of there, out of Exhibit 2?
4 A. Am I not suing now?
5 Q. Well, under Exhibit 2.
6 A. I am suing under whatever my legal counsel
7 thinks that I can sue.
8 Q. Fine. 113, "Based upon these defendants'
9 actions, actual disruption of the contracts
10 occurred."
11 Tell me about the "actual disruption."
12 A. I cannot tell you about the actual
13 disruptions as much as they are legal matters.
14 Q. The disruptions are legal matters?
15 A. If disruptions have a legal connotation in
16 this regard, then I cannot relate to the legal
17 connotation.
18 Q. Is that your total answer, that's a
19 disruption?
20 A. That's my answer.
21 Q. You understand the word "disruption,"
22 don't you?
23 A. Yes. I think so.
24 Q. And that's the extent of what you know
25 about the disruption?

1 A. There is probably a legal meaning to this
2 disruption, and I cannot relate to it.
3 Q. We've come to the fifth claim. 117, "The
4 Eliades Trust has obtained Rogich Trust's interest in
5 Eldorado, which interest was subject to Nanyah's
6 ownership interest in Eldorado. At all times the
7 Eliades Trust was fully aware of Nanyah's ownership
8 interest in Eldorado."
9 Now, you say the Rogich Trust interest was
10 subject to Nanyah's ownership interest in Eldorado.
11 Would you explain that, if you can?
12 A. I can explain it as per Exhibit 2.
13 Exhibit 2 says that I am a potential claimant, and as
14 far as I understand, even that agreement alone states
15 my interest -- Nanyah's ownership interest. There
16 might have been other ways of establishing such
17 reasons for my claim as well.
18 Q. Did that establish the claims?
19 A. It's establishing the rights.
20 Q. Your rights to the claims?
21 A. The rights to the interest.
22 Q. To the interest. Is that it? And what
23 happened to the interest?
24 A. What happened to the interest?
25 Q. Yes. After that.

1 A. To the best of my understanding, it was
2 unlawfully and illegally and fraudulently taken away
3 from me.
4 Q. How was it taken away?
5 A. By means of some exchange of legal
6 transactions between Rogich, Rogich Trust, Teld,
7 whoever else is mentioned there, in which they have
8 shaken me off -- tried to shake me off their tail.
9 Q. Did that take your legal rights away that
10 you had under two?
11 A. It attempted to take my ownership rights,
12 the legal rights I am claiming now through the legal
13 proceedings.
14 Q. Based on what?
15 A. Based on what my legal counsel thinks that
16 I am entitled to.
17 Q. Based on what?
18 A. Based on what my legal --
19 Q. What agreements?
20 MR. SIMONS: Objection.
21 THE WITNESS: Whatever agreements exist in
22 this respect.
23 BY MR. LIONEL:
24 Q. But you can't tell me which agreements?
25 MR. SIMONS: Asked and answered. Now it's

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

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

1 read back by the court reporter:
2 Question: "Aside from that, you have no
3 claims"?
4 THE WITNESS: I have other claims as per
5 the ones that are set forth in these documents and/or
6 any other documents that my lawyer has submitted to
7 the court.
8 BY MR. LIONEL:
9 Q. Well, you say here that the Eliades Trust
10 assisted Rogich Trust, and I want to know what it
11 did. There's nothing legal about that.
12 A. There is a lot of --
13 Q. Either it did or did not.
14 A. There is plenty illegal about it. Nothing
15 legal about that. I agree with you on that. Plenty
16 of illegal.
17 Q. What did it do? What did the Eliades
18 Trust do?
19 A. In legal terms, you would have to refer to
20 my legal counsel.
21 Q. I don't want it in legal terms. I want it
22 in normal general terms.
23 A. In general terms, and as much as it is
24 taking into consideration that I'm not presuming to
25 be able to answer legally, I think that they have

1 together set up a scheme in which gradually within
2 certain transactions, they would defy me of my rights
3 by giving a loan that was not repaid or by
4 transferring at no cost or at the minimum cost and
5 buying something else in return and whatever other
6 way they have done it. The bottom line is that they
7 have taken several steps and actions to defy me of my
8 rights.

9 Q. Who are you talking about now?

10 A. I'm talking about Sig Rogich and Eliades,
11 Teld, any of the defendants in this case.

12 Q. I'm only interested now in what the
13 Eliades Trust you say did. And I don't want your --
14 I prefer not to have your imagination.

15 MR. SIMONS: Objection.

16 BY MR. LIONEL:

17 Q. If you know it, you either know it or you
18 don't know it.

19 MR. SIMONS: It's not imagination. He's
20 tell you what he's aware of. Don't start getting
21 argumentative with the witness.

22 MR. LIONEL: That's not true, Counsel. He
23 talked about making loans, doing this and doing that.

24 MR. SIMONS: And all that's true. That's
25 not imagination.

1 MR. LIONEL: That's imagination.

2 MR. SIMONS: Really?

3 MR. LIONEL: Surely.

4 MR. SIMONS: The loan that you guys
5 haven't produced, that's imagination?

6 MR. LIONEL: What loan are you talking
7 about?

8 MR. SIMONS: If you don't know the
9 evidence, I'm not going to teach it.

10 BY MR. LIONEL:

11 Q. I'm going to try once more.

12 A. You can try many times more.

13 Q. Fine. "At all times the Eliades Trust was
14 fully aware of Nanyah's ownership interest in
15 Eldorado."

16 How do you know the trust was aware of
17 Nanyah's ownership interest in Eldorado?

18 A. Based on the paperwork that was produced,
19 my legal counsel came to the conclusion that they
20 knew.

21 Q. Tell me what Nanyah's interest in Eldorado
22 was.

23 MR. SIMONS: Asked and answered.

24 THE WITNESS: Yeah. A hundred times
25 already, but --

1 BY MR. LIONEL:

2 Q. Once more for me.

3 MR. SIMONS: Why? What does it matter?

4 BY MR. LIONEL:

5 Q. Please.

6 A. Nanyah's rights were 1.5 million of
7 investment back to whenever it was invested that was
8 supposed to be converted into equity or anything else
9 also, but not only as referred to in Exhibit 2.

10 BY MR. LIONEL:

11 Q. What's it got to do with the Eliades Trust
12 being aware of Nanyah's ownership interest?

13 MR. SIMONS: That has nothing to do --
14 you're jumping --

15 THE WITNESS: As far as I understand,
16 either through that paper or other papers that I do
17 not recall right now, Eliades was fully aware. Teld,
18 Eliades, all of them were fully aware that there is a
19 potential claimant called Nanyah Vegas that might pop
20 out of the blue sometime and stand on his rights.

21 BY MR. LIONEL:

22 Q. That's not my question. I'm going to try
23 it again.

24 A. That's my answer.

25 Q. "At all times the Eliades Trust was fully

1 aware of Nanyah's ownership interest."

2 And I'm asking you, how do you know that?

3 MR. SIMONS: Asked and answered. He's
4 already told you it's in the documents. Why do we
5 keep doing this, Sam? Why do we keep going over the
6 question?

7 THE WITNESS: As far as I understand, it
8 is all in the documents.

9 BY MR. LIONEL:

10 Q. That's your lawyer's answer.

11 A. No. This is my answer.

12 MR. SIMONS: Excuse me. Now this is being
13 harassing.

14 MR. LIONEL: I'm not harassing.

15 MR. SIMONS: Absolutely. You keep asking
16 the same question over and over and over.

17 MR. LIONEL: Because the witness is a
18 little difficult.

19 MR. SIMONS: No, the witness is just
20 telling you. You've heard the same answer, different
21 versions. So if we can move this along, that would
22 be great.

23 MR. LIONEL: Consistently difficult.

24 MR. SIMONS: The client's difficult?

25 Absolutely not. He's telling you.

1 BY MR. LIONEL:
2 Q. Fine. Now let's go to the sixth claim for
3 relief, paragraph 121. Do you know what a conspiracy
4 is?
5 MR. SIMONS: Objection to the extent
6 you're asking for a legal conclusion.
7 Absent that, go ahead and --
8 THE WITNESS: Exactly. As far as legal
9 standing of a conspiracy, I would not relate. In
10 general language terms, yes.
11 BY MR. LIONEL:
12 Q. What is it?
13 A. It is an act of one or more people -- more
14 people usually, to my understanding, to do something
15 to a third party, usually in a bad connotation.
16 Q. Very good definition, and you didn't have
17 to go back to Hebrew. Now, which defendants
18 conspired?
19 MR. SIMONS: Objection.
20 THE WITNESS: In relation to legal --
21 MR. SIMONS: Sorry. I have to just keep
22 this on the record. Objection to the extent it asks
23 for a legal conclusion.
24 BY MR. LIONEL:
25 Q. I'm not asking for a legal conclusion.

1 I'm doing it based upon what you just gave me as your
2 generalized definition of a conspiracy.
3 A. On the legal side, I can't answer. On the
4 nonlegal side, I can say that all of them conspired.
5 Q. What did Mr. Rogich do?
6 MR. SIMONS: Asked and answered.
7 THE WITNESS: Asked, answered, plural
8 times.
9 BY MR. LIONEL:
10 Q. As a conspirator?
11 A. Of course.
12 Q. How about any of the other defendants, did
13 they all act -- take it back.
14 Let's try Mr. Eliades, what did he do?
15 MR. SIMONS: Asked and answered.
16 THE WITNESS: Whatever is said in this
17 paperwork, defines what he did or he didn't do.
18 BY MR. LIONEL:
19 Q. I'm asking you, not the paperwork.
20 A. Whatever I have to say is projected in the
21 paperwork.
22 Q. Let's forget the paperwork for a minute
23 and you tell me what he did.
24 A. If we forget the paperwork, we have to
25 forget the fact that this is a legal matter, and we

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

1 and Mr. Rogich. He knew exactly how it all evolved,
2 and he knew very well that there was a potential
3 claimant, Nanyah Vegas, for a historical
4 \$1.5 million.
5 By knowing that, he was part of the
6 conspiracy. This is not in a legal way. This is in
7 a general understanding of a nonlegal person.
8 BY MR. LIONEL:
9 Q. You're telling me or you're testifying as
10 to what he knew. I'm asking you what he did in
11 furtherance of the conspiracy.
12 A. By the fact, to my understanding, again,
13 not legal, that he participated in this scam by
14 taking the ownership and depriving me of my due share
15 of the ownership. He conspired and he was fraudulent
16 towards me. This is what I think.
17 Q. You told me he took the ownership. Is
18 that what he did as part of the conspiracy?
19 A. He was given basically the ownership, to
20 my understanding. He was handed it on a silver
21 platter and in return, he got something and he gave
22 something else.
23 Q. What did he give?
24 A. To the best of my understanding -- and
25 again, this is not a legal answer -- to the best of

1 my understanding, he gave the Rogich Trust or Sig
2 Rogich and/or others that are related, interest in a
3 different plot of land somewhere else in this area
4 for --
5 Q. Is that your answer?
6 A. This is the nonlegal answer.
7 Q. But what has that got to do with what
8 Mr. Eliades did?
9 MR. SIMONS: That's asked and answered.
10 If you don't follow it, that's not the client's
11 fault.
12 BY MR. LIONEL:
13 Q. Is that the best you can give me?
14 A. Yes.
15 Q. Are you sure it's the best?
16 MR. SIMONS: You don't need much more.
17 BY MR. LIONEL:
18 Q. Has the land which Eldorado had -- strike
19 that.
20 Eldorado owned land. Was that land sold?
21 A. The rights, to my understanding, again
22 it's not legal, but to my understanding, the rights
23 to Eldorado were sold, not necessarily to the land.
24 But I am not 100 percent sure.
25 Q. That the --

1 A. The ownership rights of Eldorado Hills, if
2 I remember correctly, but I may not remember
3 correctly, the ownership rights of Eldorado Hills
4 were transferred. I don't know if it was the
5 Eldorado Hills ownership or their right in that
6 specific land.
7 Q. Transferred to who?
8 A. To Teld, if I remember correctly, or
9 whoever else was there or Eliades or --
10 Q. Has there ever been any distributions by
11 Eldorado?
12 A. I don't know. I didn't get any. So far.
13 I intend to. Big ones. Soonest.
14 Q. Let's go to the 7th claim. Tell me in
15 your nonlegal way why the transfer of the property in
16 2012 was fraudulent.
17 A. As much as the property itself was
18 transferred, it was transferred at the value that did
19 not correspond its real value, nor did it take into
20 consideration my interest or any of my potential
21 claims for interest in that property or in that
22 company.
23 Q. What do you know about the value of the
24 property?
25 A. I know -- I know that it is for sure not

1 worth nothing, which is exactly what I got so far for
2 it. I also know that as a potential claimant, I have
3 never been approached to offer me that sweet deal,
4 which I would have had it been me sitting in Sig
5 Rogich's seat, and I'm sure you will, too.
6 Q. What was the value of the property, as far
7 as you know?
8 A. More than zero.
9 Q. Hmm?
10 A. More than zero.
11 Q. How much more?
12 A. I do not know, and I don't think that it
13 is relevant at this point in time. What is relevant
14 is my shared interest and my potential claim for
15 \$1.5 million in 2006, '7, whatever, or '8 terms.
16 Q. Paragraph 126, "The transfer was performed
17 with actual intent to hinder, delay or defraud Nanyah
18 so that Nanyah would be deprived of its interest in
19 Eldorado."
20 A. Yeah. One of the other --
21 MR. SIMONS: Hold on. Hold on. He didn't
22 clarify.
23 THE WITNESS: He didn't ask a question.
24 MR. SIMONS: To the extent it was seeking
25 a legal conclusion, I'm objecting. If nonlegal, go

1 ahead.
2 THE WITNESS: He didn't ask the question
3 yet. He just read. What's the question?
4 BY MR. LIONEL:
5 Q. Read the request back, please, Miss
6 Reporter.
7 (Whereupon, the record was read back
8 by the court reporter.)
9
10 BY MR. LIONEL:
11 Q. What do you know about the transfer and
12 that it was with actual intent to hinder, delay or
13 defraud Nanyah?
14 A. A nonlegal answer to that would be that,
15 to the best of my understanding, in order to push me
16 out of the deal and take away my rights, there was a
17 deal structured in which the rights were transferred,
18 supposedly without showing value, to which I would
19 potential -- potentially have an interest in. But
20 that was the attempt, which failed.
21 Q. Well, why does it show that it was
22 performed with actual intent to hinder, delay, or
23 defraud Nanyah?
24 A. I do not have any other good explanation
25 for that, other than that, nor would anybody else

1 have.
2 Q. Do you know when this property was
3 transferred?
4 A. I do not recall.
5 Q. Did you know at one time?
6 A. Only in retrospect.
7 Q. How did you find out about it?
8 A. I don't remember. Whether it was Carlos
9 or Jacob Feingold or probably -- probably one of
10 them.
11 Q. But you don't know when it was?
12 A. No.
13 Q. Do you know what year it was?
14 A. No.
15 Q. Do you know what month it was?
16 A. No.
17 Q. Do you know what day it was?
18 A. No.
19 Q. You have no knowledge at all of when it
20 occurred?
21 A. No. No, I don't.
22 Q. Or when you found out about it, you don't
23 know?
24 A. I do not recall exactly when I found out
25 about it, no.

1 Q. You don't even know the year?
2 A. No.
3 Q. At the time the property was transferred,
4 do you know whether the Rogich Trust or Mr. Rogich
5 had any debts?
6 A. I have no idea, unless it is written here
7 and I was informed, but I do not have any idea as we
8 speak now. I do not recollect.
9 Q. Do you know what the Eliades and Rogich
10 Trust relationship is?
11 A. No. Not that I know right offhand, no.
12 Q. Well, how about -- what do you mean
13 "offhand"?
14 A. I don't remember. If it is written
15 anywhere in the paperwork that is in front of me,
16 then I would have known at some point. As we speak
17 now and you are asking me, the answer is no.
18 Q. You don't know?
19 A. I don't know.
20 Q. Of any relationship?
21 A. I don't remember of any relationship.
22 Q. You have no knowledge?
23 A. I have no recollection.
24 Q. At the time the transfer was made, was the
25 interest, the membership interest in Eldorado

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

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

1 happened there, yeah.
2 Q. Something has happened? What does that
3 mean?
4 A. Either the company was transferred or the
5 rights of the property were transferred, et cetera.
6 Q. And you don't know when this was?
7 A. No.
8 Q. Do you know whether at the time this
9 transfer was made that the Rogich Trust had assets?
10 A. I have no idea.
11 Q. You have no knowledge at all?
12 A. No.
13 Q. Do you know what business the Rogich Trust
14 was in?
15 A. The Rogich Trust, I don't know
16 specifically. I know that Mr. Rogich is PR,
17 advertising, whatever, lobbyist, et cetera, et
18 cetera, in here.
19 Q. And he's still in the same business as far
20 as you know?
21 A. To the best of my understanding, and my
22 understanding is valid to last year when we met, he's
23 still in the same business, and only what I have
24 learned from his friend whom he sent to me.
25 Q. Are you talking about Jacob?

1 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

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

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

9 Q. And you relied on them?

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

14 Q. Was there a dishonorable person?

15 A. I am afraid so.

16 Q. Who are you talking about?

17 A. Sig Rogich at least.

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

20 A. I don't remember.

21 Q. Hmm?

22 A. I don't remember.

23 Q. You have a copy of it?

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

1 submission to court, then yes.

2 Q. What do you mean, before the
3 interrogatories?

4 A. Yeah. Before --

5 Q. Is that the first time you saw it?

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

7 Q. You're not sure?

8 A. I'm not sure.

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

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

13 Q. You don't recall?

14 A. No.

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

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

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

22 A. Something like that.

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

25 A. I did not remember that I asked him for

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

8 Q. Did Carlos deal with your accountant?

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

12 Q. I mean your accountant in Israel?

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

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

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

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

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

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

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

5 A. Again?

6 Q. Yes.

7 MR. SIMONS: Objection. Asked and
8 answered.

9 THE WITNESS: The controversy, to the best
10 of my nonlegal understanding, is about my rights in
11 the Eldorado Hills project, in the underlying asset,
12 and in the process in which they have deprived me of
13 or attempted to deprive me of my rights based on my
14 1.5 million historical investment.

15 BY MR. LIONEL:

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

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

20 MR. LIONEL: I am entitled to this
21 question.

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

24 BY MR. LIONEL:

25 Q. I want an answer.

1 MR. SIMONS: We all know it.
 2 THE WITNESS: Any paper that is mentioned
 3 here or any other form that my lawyers have managed
 4 to find in respect to this whole investment and
 5 procedures that have given them the conclusion that
 6 there is a controversy here, and that I have rights.
 7 BY MR. LIONEL:
 8 Q. But you can't point me to any documents?
 9 MR. SIMONS: He already has. He told you.
 10 BY MR. LIONEL:
 11 Q. Which documents?
 12 MR. SIMONS: Asked and answered.
 13 MR. LIONEL: You tell me the answer.
 14 Which documents?
 15 MR. SIMONS: When we went over the
 16 agreements. He said Exhibit 2. He told you that
 17 earlier. You went through this earlier today. He
 18 says, look, my interest is right there. It's called
 19 out for. I mean --
 20 BY MR. LIONEL:
 21 Q. Do you hear your lawyer's answer? Do you
 22 agree with that?
 23 A. Yes.
 24 Q. That's document -- it's number 2. How
 25 about the others?

1 A. May be there, too. I don't know.
 2 Q. But you do know about 2?
 3 A. Two is the one paper that I remember more
 4 vividly, yes.
 5 Q. You remember it from originally when you
 6 got it?
 7 A. From seeing it in the past. Whether it
 8 was in the recent past or far past, I do not recall.
 9 Q. Or in 2008?
 10 A. I don't remember whether it was just after
 11 or at some point later on.
 12 Q. Sure. And as I read this, you want the
 13 court to look at the documents and say what your
 14 rights are?
 15 A. Yeah.
 16 Q. You think the court's going to do that?
 17 A. I think that we will wait and see.
 18 Q. You're going to give them the documents
 19 and say, Judge, tell me what my rights are?
 20 A. They will probably call me, call you, call
 21 your friends, have my legal counsel ask them a couple
 22 of questions. Maybe I'll even have the pleasure of
 23 having some more hours viewing this beautiful lady.
 24 MR. SIMONS: Make sure you get that on the
 25 record is what she's saying.

1 BY MR. LIONEL:
 2 Q. Let's look at the 9th claim, or I should
 3 proceed it by saying, moving right along. 137, "The
 4 terms of the various contracts are clear, definite
 5 and certain."
 6 Is that you or your lawyer?
 7 MR. SIMONS: That's me.
 8 BY MR. LIONEL:
 9 Q. Do you understand what specific
 10 performance is?
 11 A. Absolutely not.
 12 Q. I'm sure you have this in Israel. A and B
 13 enter into a contract. One owns the land, and the
 14 contract says you're going to sell it for so much
 15 money, and he won't come up with it, and one sues the
 16 other to get the land or get the money. You have
 17 that don't you in Israel?
 18 A. We do.
 19 Q. What do you call it?
 20 A. Contract.
 21 Q. Contract. Okay.
 22 A. Agreement.
 23 Q. This is a contract, right, that we're
 24 talking about here in the 9th claim?
 25 MR. SIMONS: Objection to the extent it

1 asks for a legal conclusion. He doesn't know what
 2 this claim is.
 3 THE WITNESS: I don't know.
 4 BY MR. LIONEL:
 5 Q. You don't know.
 6 It says, "Nanyah's entitled to specific
 7 performance of the purchase agreement."
 8 Are you entitled to -- do you know what
 9 that means?
 10 A. If that's what it says, it's probably
 11 right, and I have full confidence in my legal counsel
 12 that he knows what to write.
 13 Q. In your lawyer.
 14 And it says that, "These agreements vest
 15 you with a membership interest in Eldorado."
 16 What do these documents have to do with
 17 your membership?
 18 A. I don't know.
 19 Q. You don't know.
 20 MR. LIONEL: That's it.
 21 (Whereupon, the deposition was concluded at
 22 3:17 p.m. this date.)
 23 * * * * *
 24
 25

1 CERTIFICATE OF REPORTER

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

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

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

15 I further certify that I am not a relative,
16 employee or independent contractor of counsel or of
17 any of the parties involved in the proceeding; nor a
18 person financially interested in the proceeding; nor
19 do I have any other relationship that may reasonably
20 cause my impartiality to be questioned.
21
22
23
24
25

1 IN WITNESS WHEREOF, I have set my hand in my
2 office in the County of Clark, State of Nevada, this
3 23rd day of October, 2017.

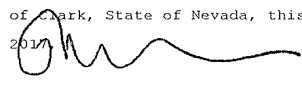
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EXHIBIT 5



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 AY 0.312 **AUTO T4 0 2202 89120-444335 02 NSB PQ0023 00002
CANAMEX NEVADA LLC
CARLOS HUERTA
3060 E POST RD STE 110
LAS VEGAS NV 89120-4449

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

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

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

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



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

SUMMARY OF ACCOUNT BALANCE

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

ACCOUNT ANALYSIS CHECKING 612030684

103 2

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

2 DEPOSITS/CREDITS

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

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

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

DAILY BALANCES

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



MEMBER FDIC

0017734 00000002 000031382

NAN_000387

JA_005781

NEVADA STATE BANK ACCOUNT # 0612030684

This Statement:
December 31, 2007
PAGE 2 of 2

12-4-07
C. K. K. Nevada
NEVADA STATE BANK
REF# 70156578 \$3000.00

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

0017734 000000001 000031381

NAN_000388

JA_005782

EXHIBIT 6

From: Yoav Harlap Yoav.Harlap@Nanyah.com
Subject: RE: the email Stephen Odzer gave me
Date: November 1, 2016 at 4:24 AM
To: Carlos Huerta carlos@goglobalproperties.com



Carlos,

I will not come to Vegas before next Wednesday earliest so if you are back by Tuesday if I remember right then this is not a problem at all. In the meantime I assume we can conduct that phone call with Mark as planned?

I still need to read though the material you already sent me. 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. I need to understand if my interest in Eldorado Hills LLC was established in a form that would have reasonably required him to pass through me when he "gave away" the company and to either pay me/us and/or perhaps give it to us for example once "giving for free" was the case. Did he ever for example give us any written notice that he intends to give it away? Did he actually officially inform us in retrospect? Did he have to? What was the set of documents that supported the transition of my funds to be routed the way they were, etc.

These are some basic questions that I intend to get to the bottom of.

Yoav

From: Carlos Huerta [<mailto:carlos@goglobalproperties.com>]
Sent: Tuesday, November 01, 2016 8:55 AM
To: Yoav Harlap
Subject: Re: the email Stephen Odzer gave me

I read this letter:

Eldorado Hills was Sig's deal. He brought it to me and asked me to help with the development and to raise capital for it. The biggest mistake I made was having friends and trusted people invest, along with me, in a deal that Sig Rogich put together and asked me to be involved in. When he first brought me into this, I had no idea that he would behave this way, mostly because he had made so much money with Jacob and I previously. Once he hired Sam Lionel, began treating Jacob the way that he did, and my lawyer was able to obtain those emails and we found the check that he received and the property he now owns, it became clear.

We have pages and pages of documents that show what he is about. If and when you're ready to see more, I'll start sending them to you.

You and I should talk again, before our ConCall with Mark Simons. I would have preferred to have gone to Mark's office and be there while we speak with you, but I am not going to delay my trip back east. A dear friend of mine from elementary school, junior high school, and high school passed away last week at age 47. He was in need of a heart transplant and

HUERTA 000635

JA_005784

never received it. Paying my respects to the family is more important than Sig Rogich and his bullshit.

Carlos Huerta, Principal
Go Global Properties
3060 E. Post Road, Suite 110
Las Vegas, NV 89120
T: 702.516.5475
F: 702.726.2794

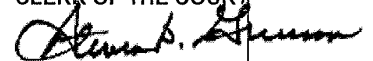
On Oct 31, 2016, at 3:53 PM, Yoav Harlap <Yoav.Harlap@Nanyah.com>
wrote:

Sent from my Samsung Galaxy smartphone.
<20161031_185240.jpg>

HUERTA 000636

JA_005785

EXHIBIT 7



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7
8 CARLOS HUERTA,
9 Plaintiff,

CASE#: A-13-686303-C
DEPT. XXVII

10 vs.

11 ELDORADO HILLS LLC,
12 Defendant.

13 BEFORE THE HONORABLE NANCY L. ALLF, DISTRICT COURT JUDGE
14 WEDNESDAY, APRIL 18, 2018

15 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**
16 **ALL PENDING MOTIONS (RULING ONLY)**

17 APPEARANCES:

18 For the Plaintiff:

MARK G. SIMONS, ESQ.

19
20
21 For the Defendant:

JOSEPH A. LIEBMAN, ESQ.
22 SAMUEL S. LIONEL, ESQ.
23
24

25 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, April 18, 2018

2
3 [Case called at 9:53 a.m. - argument not transcribed]

4 [Ruling began at 11:03 a.m.]

5 THE COURT: Thank you. This is the Defendant's motion
6 for sum -- summary judgment with a substantive joinder by the Third
7 Party Defendants. Plaintiff has done a countermotion for summary
8 judgment, an opposition, and a request for relief under 56(f).

9 Matter is submitted and the ruling is as follows. Given the
10 fact that the Supreme Court has already sent this back once on the
11 statute of limitations issue and has told me that there are issues of
12 fact that needs -- need to be determined. And given the fact that a
13 jury has been demanded, I'm going to deny almost all of the
14 Defendant's motion for summary judgment, except for two issues.

15 First, I find that the motion can be granted only with regard
16 to the fran -- fraudulent conveyance action and with regard to the
17 constructive trust. Because constructive trust relies on fraudulent
18 conveyance and if there is no cause of action that can lie, due to the
19 statute of limitations for fraudulent conveyance, the constructive
20 trust argument also fails.

21 The other issues are with regard to accrual of causes of
22 action. There are facts in dispute with regard to that. I'm going to
23 have to see the demeanor, the personal knowledge, the -- the
24 credibility of the witnesses on -- on all sides to determine that -- if
25 it's me, of a jury's entitled, the parties are entitled to a jury.

1 So the motion is granted only in those two small regards.
2 The Plaintiff's motion for summary judgment is denied, and the
3 Plaintiff's countermotion for relief under 56(f) is also denied. This
4 case goes back to 2013, and I know that there was an appeal that
5 would toll the five-year rule. But at this point, so long as you can
6 get your discovery done, I will get your trial done on that June trial
7 stack.

8 Were there -- Mr. Lionel to prepare the order because you
9 are successful on two causes of action. Were there any questions?

10 MR. SIMONS: What was your ruling on Nanyah's
11 countermotion?

12 THE COURT: On?

13 MR. SIMONS: Nanyah's countermotion for summary
14 judgment? Have you rendered that?

15 THE COURT: It is denied.

16 MR. SIMONS: Denied?

17 THE COURT: In all respects.

18 MR. SIMONS: Okay.

19 THE COURT: And the 56(f) is denied as well.

20 MR. SIMONS: Okay. With regard to the 56(f), since we're
21 doing discovery, and we'll have it completed, I'm assuming that's
22 without prejudice because there may be more facts to establish the
23 perfection.

24 THE COURT: If you have a May 15th discovery cutoff,
25 which is what you told me today, you have the right to -- to either

1 seek relief of that date, separately, I'm denying it today because you
2 told me you have a chance to get your discovery finished.

3 MR. SIMONS: Oh, I see what you're saying.

4 THE COURT: Or you could stipulate to extend that, but
5 I'm not going to extend your trial out any further. Both sides are
6 entitled to finality in this case.

7 MR. SIMONS: I -- I understand. I'm just saying it's
8 not -- your ruling is not with prejudice --

9 THE COURT: No.

10 MR. SIMONS: Because -- okay. The second component
11 is, may I request you advise us of what your trial calendar may be
12 like in October? There may be a need for us to continue the trial.

13 THE COURT: What I would suggest is that if you can
14 agree -- I saw in your early case conference you thought the -- we
15 had dispute on how long you thought the trial would take, and given
16 the consolidation, I understand that. I'm going to suggest that you
17 guys see if you can agree how long it will take, confirm with me
18 whether it's a jury trial or not, and give your availability say through,
19 I don't know, through the end of the year.

20 MR. SIMONS: Okay.

21 THE COURT: And then I'll make sure to get you set for
22 trial.

23 MR. SIMONS: I appreciate that.

24 THE COURT: And I can give you a firm setting rather than
25 keeping you on the June stack.

1 MR. SIMONS: That would be excellent because I have to
2 bring in clients from out of --

3 THE COURT: I assume everyone in this case is going to
4 have a very busy schedule.

5 MR. SIMONS: Yeah, true.

6 THE COURT: I want to accommodate the parties, the
7 witnesses and the counsel.

8 MR. SIMONS: True. Thank you very much.

9 THE COURT: Mr. Liebman, one more question?

10 MR. LIEBERMAN: Yeah, I'm a little confused about Mr.
11 Simons comment about the ruling being without prejudice. I mean,
12 obviously it's a summary judgment motion.

13 THE COURT: Well, I denied the 56(f).

14 MR. LIEBERMAN: Yes.

15 THE COURT: But, what I said is, you can stipulate to
16 extend discovery, but I won't change a trial.

17 MR. LIEBERMAN: I just want to specify --

18 THE COURT: Or you can --

19 MR. LIEBERMAN: -- with respect to granting the motion
20 on fraudulent transfer claim and the constructive trust claim, those
21 are with prejudice?

22 THE COURT: That's correct.

23 MR. LIEBERMAN: Okay.

24 MR. SIMONS: That -- that was the point. It should be
25 without prejudice given the fact that we're going to be conducting

1 discovery and I should have the opportunity to say look, here's the
2 evidence that they did not perfect. That's all I'm trying to reserve.

3 THE COURT: And so, I -- your objection is so noted for the
4 record. My ruling is that it's with prejudice.

5 Was there any last issue?

6 MR. LIONEL: No, Your Honor.

7 THE COURT: No. Thank you all, for your appearance.

8 MR. LIEBERMAN: Thank you, Your Honor.

9 THE COURT: And may I respectfully say, if you guys ever
10 have really long motions again, if you contact us, we'll
11 accommodate you to get them set, so that it's not on a -- on a
12 stacked calendar, and you can have all the time you need.

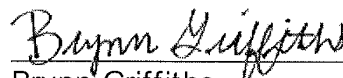
13 MR. LIEBERMAN: Will do, Your Honor. Thank you.

14 THE COURT: Thank you, both.

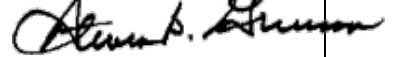
15 [Hearing concluded at 11:08 a.m.]

16 * * * * *

17
18
19
20
21 ATTEST: I do hereby certify that I have truly and correctly transcribed the
22 audio/video proceedings in the above-entitled case to the best of my ability.

23 

24 Brynn Griffiths
25 Court Recorder/Transcriber



OPPS (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

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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.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANT ELDORADO HILLS,
LLC'S OPPOSITION TO NANYAH
VEGAS, LLC'S MOTION TO SETTLE
JURY INSTRUCTIONS BASED UPON
THE COURT'S OCTOBER 5, 2018
ORDER GRANTING SUMMARY
JUDGMENT**

Hearing Date: April 4, 2019

Hearing Time: 9:30 a.m.

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

**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**

Defendant Eldorado Hills, LLC ("Eldorado") opposes Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018 Order Granting Summary Judgment (the "Jury Instruction Motion").¹ This Opposition is based on the following Memorandum of Points of Authorities, the exhibits attached thereto, and any oral argument heard by the Court.

DATED this 20th day of March, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

*Attorneys for Defendant
ELDORADO HILLS, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nanyah's Jury Instruction Motion is just another iteration of its erroneous interpretation of the Summary Judgment Order in which this Court dismissed every single claim that Nanyah pled against the Eliades Defendants.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 \$1.5 million investment on Eldorado's behalf."³ This Court never made any findings of fact or conclusions of law that Eldorado owed any contractual obligations to Nanyah or that the Rogich Trust was a "surety" of Eldorado's fictional debt obligation. *In fact, on March*

¹ 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.

² The "Eliades Defendants" include Peter Eliades ("Eliades"), Teld, LLC ("Teld"), and the Eliades Survivor Trust of 10/30/08 (the "Eliades Trust").

³ (Jury Instruction Mot., 3:9-13, filed Feb. 26, 2019.) The "Rogich Trust" is the Rogich Family Irrevocable Trust.

1 *20, 2019, this Court explicitly ruled that Eldorado is not a party to any of the written contracts at*
2 *issue in this case, including the October 30, 2008 Amended and Restated Operating Agreement.*⁴

3 To be clear, Eldorado does not owe any debt obligation to Nanyah. In fact, *Nanyah does not even*
4 *have a pending contractual claim for relief against Eldorado.* Its only pending claim is for
5 equitable unjust enrichment, which applies *only in the absence of a contract.*

6 The Summary Judgment Order—*drafted entirely by Nanyah’s counsel*—instead cites
7 portions of the written contracts at issue which explicitly state that “the Rogich Trust shall remain
8 *solely responsible* for any claims by [Nanyah] as set forth in this section above,” and that “any
9 amounts owing to [Nanyah], or who shall otherwise claim an ownership interest based upon
10 contributions or advances directly or indirectly to Eldorado made prior to the date of this agreement,
11 shall be satisfied *solely by the Rogich Trust.*”⁵ Nanyah—to the extent it is an intended third-party
12 beneficiary to any of these contracts (which it claims to be)—is bound by the language stating that
13 the Rogich Trust is *solely responsible*. *Canfora v. Coast Hotels and Casinos, Inc.* 121 Nev. 771,
14 779, 121 P.3d 599, 604 (2005) (“Generally, an intended third-party beneficiary is bound by the terms
15 of a contract even if she is not a signatory.”). And if Nanyah is bound by language stating that the
16 Rogich Trust is “solely responsible,” Eldorado is not liable.

17 Nanyah—throughout numerous briefs to this Court—continues to fabricate its own findings
18 of fact and conclusions of law and ignores Nevada law and the plain language of the Summary
19 Judgment Order. Nanyah has now infested various proposed jury instructions with its fabricated
20 findings. For example, Nanyah asks this Court to instruct the jury that Nanyah’ “was to be repaid by
21 Eldorado.”⁶ ***False***. Nanyah asks this Court to instruct the jury that Eldorado had an “obligation to
22 either pay Nanyah a membership interest in Eldorado or to repay Nanyah the \$1,500,000.00 it
23 originally invested in Eldorado.”⁷ ***False***. Nanyah asks this Court to instruct the jury that the “Judge
24 has previously found that Eldorado owed an obligation to Nanyah to repay Nanyah’s \$1,500,000.00

25 ⁴ Although the Order has not yet been entered, this ruling was entered from the bench with respect to Nanyah’s
26 Motion in Limine # 5: re. Parol Evidence Rule.

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

28 ⁶ Exhibit 2 to Jury Instruction Mot., ¶ 2.

⁷ Exhibit 3 to Jury Instruction Mot., ¶ 1.

1 debt....”⁸ **False**. These are blatant misrepresentations of this Court’s Summary Judgment Order.
2 This Court should challenge Nanyah to identify the specific language in the various written
3 agreements at issue that create these obligations, *as Nanyah will not be able to do so*. Because these
4 fabricated findings permeate all of Nanyah’s proposed jury instructions, the Jury Instruction Motion
5 must be denied.⁹

6 II. STATEMENT OF FACTS

7 A. **Nanyah’s Claim Against Eldorado.**

8 On July 31, 2013, Carlos Huerta (“Huerta”), Go Global, Inc. (“Go Global”), and Nanyah
9 initiated a lawsuit against Sig Rogich (“Rogich”), the Rogich Trust, and Eldorado. Huerta and Go
10 Global’s claims have since been dismissed. With respect to Nanyah, it initially filed claims against
11 Eldorado for unjust enrichment *and* breach of implied agreement.¹⁰ After Eldorado filed a Motion to
12 Dismiss addressing both claims, Nanyah filed an Amended Complaint, repleading its unjust
13 enrichment claim (alleging that Eldorado was responsible for returning its \$1,500,000.00
14 investment) *and omitting its breach of implied agreement claim*.¹¹ Although Nanyah’s unjust
15 enrichment claim was later dismissed due to expiration of the statute of limitations, the Nevada
16 Supreme Court reversed and remanded, and that claim remains pending to this day.¹²

17 B. **The Relevant History of Eldorado.**

18 Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
19 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global (100%
20 owned by Huerta) and the Rogich Trust.¹³

21
22 ⁸ Exhibit 5 to Jury Instruction Mot.

23 ⁹ If necessary, pursuant to EDCR 2.69(d)(2), this Court may schedule a supplemental hearing prior to trial to
24 resolve the appropriate jury instructions for trial.

25 ¹⁰ Compl., 7:18-9:2, filed July 31, 2013.

26 ¹¹ See generally Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

27 ¹² A separate lawsuit was filed by Nanyah on November 4, 2016, against Rogich, the Rogich Trust, and
28 Imitations, LLC (collectively, the “Rogich Defendants”), as well as the Eliades Defendants. (See generally Compl., Case
No. A-16-746239-C, filed November 4, 2016.) That matter was consolidated with Case No. A-13-686303-C. The
Eliades Defendants are no longer parties to this case, as this Court entered summary judgment in their favor on every one
of Nanyah’s claims. (See generally Summary Judgment Order.)

¹³ Summary Judgment Order, ¶ 1.

1 In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
2 \$1,500,000.00, which eventually was deposited (temporarily) into Eldorado’s bank account.¹⁴ In
3 October of 2008, approximately ten months later, Teld purchased a 1/3 interest in Eldorado for
4 \$3,000,000.00. Concurrently, the Flangas Trust purchased a 1/3 interest in Eldorado for
5 \$3,000,000.00, which was subsequently transferred to Teld when the Flangas Trust backed out of the
6 deal. Because Teld ended up with a larger percentage of Eldorado than originally contemplated, it
7 was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado from Teld. As a result of
8 these transactions, Go Global (*i.e.*, Huerta) no longer owned an Eldorado membership interest, Teld
9 owned 60% of Eldorado, and the Rogich Trust owned 40% of Eldorado.¹⁵

10 **C. The Relevant Agreements.**

11 These transactions were memorialized into various written agreements. *As this Court*
12 *recently found*, Eldorado was not a party to any of these written agreements. Nanyah was also not
13 included as a named signatory on the agreements—however, the agreements explicitly confirmed
14 that the Rogich Trust agreed to be responsible for Nanyah’s potential claim.¹⁶ In fact, the relevant
15 agreements state that the Rogich Trust—*not Eldorado*—would be “*solely responsible*” for Nanyah’s
16 claim. Specifically, the relevant agreements state the following:

17 ➤ ***October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust:***

- 18 ▪ “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A
19 Claimants their percentage or debt. *This will be [the Rogich Trust’s] obligation,*
20 *moving forward....*”¹⁷

21 ➤ ***October 30, 2008 Membership Interest Purchase Agreement between the Rogich Trust,***
22 ***Teld, Go Global, and Huerta:***

- 23 ▪ “It is the current intention of [the Rogich Trust] that such amounts be confirmed or
24 converted to debt, with no obligation to participate in capital calls or monthly

26 ¹⁴ *Id.*, ¶ 2.

27 ¹⁵ *Id.*, ¶ 3.

28 ¹⁶ *Id.*, ¶ 4.

¹⁷ *Id.*, ¶ 5(a)(ii).

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.***¹⁸

- “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].***”¹⁹

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

- “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).”²¹

D. The Summary Judgment Order.

The Summary Judgment Order contains the following relevant findings of fact and conclusions of law:

- “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.”
- “Seller Go Global, however, will not be responsible to pay the Exhibit A claimants their percentage or debt. ***This will be Buyer[] The Rogich Trust’s obligation.*** The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.”
- “[T]he Rogich Trust shall remain solely responsible for any claims by any of the above

¹⁸ *Id.*, ¶ 5(b)(vii).

¹⁹ *Id.*, ¶ 5(b)(viii).

²⁰ Here, the Court found it was undisputed that Eldorado was not a party to the Operating Agreement.

²¹ Am. and Restated Op. Agreement, Recital B, attached as Exhibit 1; *see also* Summary Judgment Order, ¶ 5(c)(i).

referenced entities set forth in this section above.”

- “[A]ny 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.*”
- “The October 30, 2008, Purchase Agreement states that *the Rogich Trust specifically agreed to assume* the obligation to pay Nanyah its percentage or debt.”²²

III. ARGUMENT

A. Neither the Summary Judgment Order Nor the Written Agreements Provide a Basis for Nanyah’s Proposed Jury Instructions.

Nanyah based the entirety of the Jury Instruction Motion on this Court’s findings of fact and conclusions of law in the Summary Judgment Order. Yet there are no findings that Eldorado agreed to pay back Nanyah, or that Eldorado was liable for Nanyah’s so-called investment. There are no findings regarding any written contract between Nanyah and Eldorado. *In fact, on March 20, 2019, this Court explicitly ruled that Eldorado is not a party to any of the written contracts at issue in this case, including the October 30, 2008 Amended and Restated Operating Agreement.* Further, the Summary Judgment Order also 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.²³ The Summary Judgment Order certainly does not contain any findings of fact or conclusions of law supporting the wild theory that the Rogich Trust was a “surety” for Eldorado’s fictional debt obligation.²⁴

Further, there is a specific finding that “the Rogich Trust shall remain *solely responsible* for

²² See generally Summary Judgment Order, ¶¶ 4, 5(a)(ii), 5(b)(vii), 5(b)(viii), 7 (emphasis added).

²³ See generally *id.*

²⁴ Nanyah appears to argue that this Court’s findings and use of the term “assume” implies that there was an obligor to Nanyah prior to the Rogich Trust. The Summary Judgment Order does not include any such implication. However, this Court did specifically cite § 4 of the October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust, which states as follows: “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be [the Rogich Trust’s] obligation, moving forward....” Thus, under the plain language of the agreements, to the extent anyone was originally liable for Nanyah’s potential claim prior to the Rogich Trust, *it was Go Global and Huerta—not Eldorado.* Perhaps Nanyah should have sued them.

any claims by [Nanyah] as set forth in this section above.”²⁵ 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 agreement, shall be satisfied *solely by the Rogich Trust*.”²⁶ Nanyah—to the extent it is an intended third-party beneficiary to any of these contracts (which it claims to be)—is bound by the language stating that the Rogich Trust is *solely responsible*. *Canfora*, 121 Nev. at 779, 121 P.3d at 604 (“Generally, an intended third-party beneficiary is bound by the terms of a contract even if she is not a signatory.”). And if Nanyah is bound by language stating that the Rogich Trust is “solely responsible,” Eldorado is not liable.

In order to try to fit a square peg in a round hole, Nanyah previously argued that “[a]s a matter of law, Eldorado is a party to its own operating agreement.”²⁷ This is wrong, *and the Court recently ruled it was wrong*.²⁸ The Operating Agreement was only signed by the members of Eldorado. It was not signed by Eldorado.²⁹ In fact, it was not even signed by any managers (*i.e.*, agents) of Eldorado—it was only signed by the members. Further, the Operating Agreement explicitly excludes any other parties by stating as follows:

No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted *solely by and for the benefit of the Members* and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.³⁰

Thus, there is no contractual basis to bind Eldorado to any language in the Operating Agreement.

²⁵ Summary Judgment Order, 5:4-9.

²⁶ *Id.*, 5:10-15.

²⁷ Nanyah Vegas, LLC’s Opp’n to Mot. *in Limine* to Preclude Any Argument That Eldorado Hills is Bound by Any Contractual Recitals, Statements, or Language, 6:27-28, filed Sep. 24, 2018.

²⁸ There are several opinions, *including Nevada authority*, which confirm that the LLC need not be a party to the Operating Agreement relating to that entity. *See, e.g., JPMorgan Chase Bank N.A. v. KB Home*, 632 F.Supp.2d 1013, 1021 (D. Nev. 2009) (“*South Edge was not a party to the Operating Agreement* and therefore has rights to enforce it only if the Operating Agreement so provides.”)(emphasis added); *Trover v. 419 OCR, Inc.*, 921 N.E.2d 1249, 1254-55 (Ill. Ct. App. 2010) (“None of the members signed the agreements in a way that purports to bind the LLCs. Moreover, neither LLC is referenced in any manner on the signature page of either agreement.”).

²⁹ *See* Ex. 1.

³⁰ *Id.*, § 10.11 (emphasis added).

1 The Jury Instruction Motion should be denied.

2 **B. Nanyah Does Not Have a Pending Contract Claim Against Eldorado, and Thus,**
3 **Contractual Jury Instructions Are Improper.**

4 The Court should only instruct the jury on actual pending claims and defenses. *See Allan v.*
5 *Levy*, 109 Nev. 46, 49, 846 P.2d 274, 276 (1993) (“[I]f a jury instruction relating to a litigant’s theory
6 *of complaint or defense* is not supported by the trial evidence, *the instruction should not be*
7 *given.*”) (emphasis added). Nanyah’s proposed jury instructions presuppose that it has a pending
8 contract claim against Eldorado. It does not. As explained above, Nanyah initially filed claims
9 against Eldorado for unjust enrichment *and* breach of implied agreement.³¹ After Eldorado filed a
10 Motion to Dismiss addressing both claims, Nanyah filed an Amended Complaint, repleading its
11 unjust enrichment claim (alleging that Eldorado was responsible for returning its \$1,500,000.00
12 investment) *and omitting the breach of implied agreement claim.*³²

13 When Nanyah voluntarily omitted its implied-in-fact contract claim from its Amended
14 Complaint back in 2013, *that claim was waived and abandoned as a matter of law.*
15 *See Washington Gas Light Co. v. Prince George's Cnty. Council Sitting as Dist. Council*, 784
16 F.Supp.2d 565, 571 (D.Md.2011) (“If an amended complaint omits claims from the original
17 complaint, the plaintiff thereby waives or abandons the original claims.”) (citing *Young v. City of*
18 *Mount Rainer*, 238 F.3d 567, 573 (4th Cir.2001)); *see also Oregon Teamster Employers Trust v.*
19 *Hillsboro Garbage Disposal, Inc.*, No. 3:11-cv-01487-ST, 2013 WL 2423795, at *3 (D. Or. June 4,
20 2013) (“Plaintiff, however, previously included a claim for fraudulent misrepresentation in its
21 Amended Complaint and later chose to omit that claim from its Second Amended Complaint.
22 *Justice does not require that the Court provide Plaintiff with an opportunity to re-plead*
23 *a claim that Plaintiff has previously elected to abandon.*”) (emphasis added).

24 Nanyah’s only pending claim against Eldorado is for unjust enrichment, and Nanyah’s
25 proposed jury instructions are irrelevant to that claim. Many portions of the proposed jury
26 instructions are also irrelevant to Nanyah’s claims against the Rogich Defendants (*e.g.*, the

27 ³¹ Compl., 7:18-9:2, filed July 31, 2013.

28 ³² *See generally* Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

1 fabricated assertion that Eldorado agreed to pay back Nanyah), *not to mention the fact that they are*
2 *legally and factually incorrect*. Thus, the Jury Instruction Motion should be denied.

3 **C. Nanyah Has No Evidence Supporting Any Sort of Implied Contractual Obligation**
4 **From Eldorado to Nanyah, and Thus, Contractual Jury Instructions Are Improper.**

5 A party is only entitled to a jury instruction if there is evidence to support such a theory.
6 *Banks ex. rel. Banks v. Sunrise Hosp.*, 120 Nev. 822, 832, 102 P.3d 52, 59 (2004). *This Court*
7 *mentioned this at the March 20, 2019 hearing, confirming that she needs to hear the evidence*
8 *before she can settle jury instructions.*

9 Even assuming this Court permits Nanyah to proceed on an implied-in-fact contract claim it
10 already abandoned and waived, the fact remains that Nanyah has no evidence to prove an implied-in-
11 fact contract with Eldorado. “To find a contract implied-in-fact, the fact-finder must conclude that
12 the parties intended to contract and promises were exchanged, *the general obligations for which*
13 *must be sufficiently clear.*” *Certified Fire Prot.*, 128 Nev. at 380, 283 P.3d at 256 (2012). The
14 obligations which supposedly comprise this implied-in-fact contract between Eldorado and Nanyah
15 are a mystery. In particular, what “membership interest” did Nanyah supposedly contract to receive
16 for its \$1,500,000.00 investment? What percentage of Eldorado was Nanyah contractually entitled
17 to own? Would that membership interest reduce Go Global’s or the Rogich Trust’s existing
18 membership interest, and if so, by how much? Would Nanyah have voting rights? Would Nanyah
19 have managerial rights? Would Nanyah be bound by the Operating Agreement? Would Nanyah
20 have an obligation to comply with capital calls? Why does all the correspondence leading up to the
21 alleged investment reference Canamex Nevada, LLC (“Canamex”) as opposed to Eldorado? Why
22 did Nanyah deposit the \$1,500,000.00 into Canamex’s account as opposed to Eldorado’s account?

23 Nanyah’s Jury Instruction Motion does not include any admissible evidence from Nanyah or
24 from Eldorado, the two supposed parties to this purported implied-in-fact contract. Mr. Harlap—
25 Nanyah’s sole principal—has not provided a declaration or any testimony to prove up this supposed
26 contract. And nothing in the Summary Judgment Order supports the existence of the terms of an
27 implied-in-fact contract between Nanyah and Eldorado. Without any proof that these obligations
28 were discussed and agreed upon, there is not nearly enough certainty or detail to conceive an

1 implied-in-fact contract for an investment in an LLC. *See id.* (“There are simply too many gaps to
2 fill in the asserted contract for quantum meruit to take hold.”). Thus, Nanyah is not entitled to a jury
3 instruction on this waived and abandoned claim. The Jury Instruction Motion should be denied.

4 **D. The Court Has Already Rejected the Applicability of the Parol Evidence Rule.**

5 The Court explicitly rejected the applicability of the Parol Evidence Rule on March 20, 2019.
6 Thus, the parol evidence jury instruction must also be rejected.

7 **IV. CONCLUSION**

8 For the foregoing reasons, the Jury Instruction Motion should be denied.

9 DATED this 20th day of March, 2019.

10 BAILEY ♦ KENNEDY

11
12 By: /s/ Joseph A. Liebman

13 DENNIS L. KENNEDY
14 JOSEPH A. LIEBMAN

15 *Attorneys for Defendant*
16 ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 20th day of March, 2019, service of the foregoing **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** 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. Email: msimons@shjnevada.com
SIMONS HALL JOHNSTON PC
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Reno, NV 89509 **NANYAH VEGAS, LLC**

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FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400 *Attorneys for Defendant*
Las Vegas, NV 89101 **SIG ROGICH aka SIGMUND**
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

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ARMENI SAVARESE *Attorneys for Defendants*
410 South Rampart Blvd., Suite 420 **SIG ROGICH aka SIGMUND**
Las Vegas, NV 89145 **ROGICH as Trustee of THE**
ROGICH FAMILY
IRREVOCABLE TRUST

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

Exhibit 1

Exhibit 1

Agreement. "Agreement" means this Operating Agreement.

Articles. "Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

Capital Contribution. "Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

Company. "Company" means Eldorado Hills, LLC, a Nevada limited-liability company.

Covered Person. "Covered Person" means the Members, any Manager and any other Person designated by the Members as a Covered Person, or any Person who was, at the time of the act or omission in question, a Members, a Manager or a Person designated by a Members as a Covered Person.

Interest. "Interest" means the entire ownership interest of the Members in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided under the Act and this Agreement.

Manager. "Manager" means any Person designated or appointed in the Articles or thereafter elected by the Members pursuant to this Agreement to be the Company's manager, as that term is defined in NRS Section 86.071.

Members. "Members" mean the members of the Company as set forth in the first paragraph of this Agreement.

NRS. "NRS" means the Nevada Revised Statutes.

Person. "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

Records Office. "Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

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Regulations. "Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Members" shall be substituted in the Regulations for the term "partner", the term "Company" shall be substituted in the Regulations for the term "partnership", and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

UCC. "UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company shall be "Eldorado Hills, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

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ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Capital Contributions Generally. The capital of the Company shall be maintained in accordance with generally accepted accounting principles to reflect the capital contributions made to the Company by the Members. Subject only to the indemnification obligations of the Rogich Trust hereinafter referenced, each of the Members agrees to satisfy, pro rata, the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities.

3.2 Requirement of Additional Capital Contributions. The Members shall make any additional Capital Contributions to the Company at such times and in such amounts as the Managers shall unanimously determine.

ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

4.1 Profits and Losses; Indemnification. The Company's profits and losses for any period shall be allocated to the Members pro rata (that is, one-third (1/3rd) to each of the Rogich Trust, the Flangas Trust and Teld).

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

(b) To the extent that, in the future, there are any costs or expenses incurred by the Company or its members relating to or concerning environmental remedial action in connection with the Property, Teld, LLC and the Flangas Trust shall each be responsible for 25% of the first three million dollars (\$3,000,000.00) of such costs and expenses and the Rogich Trust shall be responsible for the remaining 50% of the first three million dollars (\$3,000,000) of such costs. Thereafter, the Rogich Trust shall be solely responsible for any costs or expenses exceeding the aforementioned three million dollars (\$ 3,000,000.00) , if any. Notwithstanding the foregoing, if such excess above \$3,000,000 relates to any environmental contamination arising after Closing (except for lead-related contamination, to which this exception shall not apply), then the Members shall still share the costs of same, pro rata, based upon their respective Membership interests.

4.2 Tax Classification. So long as the Company is an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and take all available actions shall be taken, to cause the Company to be so treated.

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ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager(s). Such distributions shall be on the same basis, subject to the same indemnification obligations of the Rogich Trust, as set forth in Section 4.1 above with respect to the distribution of profits and losses.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided in Section 3.2 herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Members. Unless otherwise required by this Agreement or by law, the Members may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Members Approval. The Members shall have voting rights, including, without limitation, constituting a quorum and determining acts of the Members, in accordance with the percentage Interests held by the Members. Approval of a majority in interest of the Members shall constitute the approval of the Members.

In addition to any other actions requiring the approval of the Members set forth in this Agreement or required by law, the following actions shall require the approval of 90% in interest of the Members:

- (a) any amendment to the Articles or this Agreement; and
- (b) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company.

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6.4 Transfer of Interest. The Interest is personal property, and such Interest may be transferred or assigned, in whole or in part, and may not be transferred except on approval of the Members. Transfers in violation of this provision shall be null and void. Notwithstanding the above, the Rogich Trust may use a portion or all of its interests to satisfy claims of those entities listed on Exhibit "D" to the Purchase Agreements.

6.5 Other Ventures. The Members may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and neither the Company nor the Members shall have any right in or to any independent venture or activity or the income or profits therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There shall be three (3) managers, who shall be the Rogich Trust, the Flangas Trust and Teld, provided that each of said three (3) Members may substitute another designated party to serve in lieu of said Member as a Manager in place of such Member.

7.2 Removal, Resignation and Vacancies. No Manager may be removed without the unanimous written consent of the Members. Any Manager may resign at any time by giving written notice to the remaining Managers or, if no remaining Manager, to the Members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company; make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company; and take all actions and perform all duties and powers it deems necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

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(d) borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered in the name of the Company, or to authorize any individual Manager, officer or other Person to execute and deliver in the name of the Company, promissory notes, bonds, debentures, deeds of trust, pledges, hypothecations or other evidence of debt and security interests;

(e) invest any funds of the Company in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(f) change the principal office and Records Office of the Company to other locations within Nevada and establish from time to time one or more subsidiary offices of the Company;

(g) attend, act and vote, or designate any individual Manager, officer or other Person to attend, act and vote, at any meetings of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof, and to exercise for the Company any and all rights and powers incident to such ownership; and

(h) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.5 Limitations on Authority of the Managers. Except where specifically requiring the approval of all managers, the actions of a majority of the Managers taken in such capacity and in accordance with this Agreement shall bind the Company. The Manager(s) may authorize, in a resolution or other writing, one or more Persons, or one or more officers or employees of the Company, in the name and on behalf of the Company and in lieu of or in addition to the Manager(s), contract debts or incur liabilities and sign contracts or agreements (including, without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company).

7.6 Meetings of the Managers. Meetings of the Managers shall governed by the following provisions:

(a) Place of Meetings. The meetings of the Managers shall be held at the Records Office, unless the Manager noticing the meeting designates another convenient location in the notice of the meeting.

(b) Notice. Meetings of the Managers for any purpose may be called at any time by any Manager. Written notice of the meeting shall be personally delivered to each Manager by hand to such Manager's last known address as it is shown on the records of the Company, or personally communicated to each Manager by a Manager or officer of the Company by telephone, telegraph or facsimile transmission, at least forty-eight (48) hours prior to the meeting. All meeting notices shall specify the place, date and time of the meeting, as well as the purpose or purposes for which the meeting is called.

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(c) Waiver of Notice. The transactions carried out at any meeting of the Managers, however called and noticed or wherever held, shall be as valid as though had at a meeting regularly called and noticed if (a) all of the Managers are present at the meeting, or (b) a majority of the Managers is present and if, either before or after the meeting, each of the Managers not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of the meeting, provided that no Manager attending such a meeting without notice protests prior to the meeting or at its commencement that notice was not given to such Manager.

(d) Action of Managers. Except as otherwise provided in this Agreement or by the NRS, the action of a majority of the Managers is valid. A meeting at which a majority of the Managers is initially present may continue to transact business, notwithstanding the withdrawal from the meeting of any Manager, if any action taken is approved by a majority of the Managers.

(e) Action By Written Consent. Any action which may be taken at a meeting of Managers may be taken by the Managers without a meeting if authorized by the written consent of all, but not less than all, of the Managers. Whenever action is taken by written consent, a meeting of the Managers need not be called or notice given. The written consent may be executed in one or more counterparts and by facsimile, and each such consent so executed shall be deemed an original. All written consents shall be filed with the other records of the Company.

(f) Telephonic Meetings. Managers may participate in a meeting of the Managers by means of a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.6(f) constitutes presence in person at the meeting.

7.7 Election of Officers. The Manager(s) may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager(s) may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager(s) or until their earlier removal or resignation. Any officer appointed by the Manager(s) may be removed at any time by the Manager(s) and any vacancy in any office shall be filled by the Manager(s).

7.8 Compensation of Manager and Officers. The Company shall not pay to the Managers any salary or other benefits other than such insurance and/or indemnification as may be determined by all of the Members.

7.9 Devotion of Time. No Manager shall be required to devote any specified amount of time to the Company's activities.

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ARTICLE VIII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Members.

8.2 Resignation. Subject to Section 6.4 and applicable law, the Members may not resign from the Company before the dissolution and winding up of the Company.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 8.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Members shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Members, or the Members may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any loans from the Members;
 - (iii) to the setting up of any reserves which the Members shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members pro rata in the manner set forth above in Section 4.1 with respect to the distribution of profits and losses.

ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION

9.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably

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believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Members or an authorized officer, employee or agent of the Company, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of the Covered Person's intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, the Covered Person acting under this Agreement shall not be liable to the Company or the Members for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Members that indemnification of the Covered Person is proper in the circumstances.

9.5 Advance Payment of Expenses. The expenses of the Members or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members or any Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members or the Manager(s) is or are not entitled to be indemnified by the Company. The provisions of this subsection do not affect any rights to advancement of expenses to which personnel of the Company other than the Members or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

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ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax any notice that may be faxed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile, when the facsimile is transmitted and confirmation of complete receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificates. The Company may, but is not required to, issue a certificate to the Members to evidence the Interest. If issued, the Members, any Manager or authorized officer of the Company may sign such certificate on behalf of the Company. The Members or Manager may also deem the Interest a "security" under Section 104.8102(1)(o) of the UCC; in such event, a legend so stating shall be affixed to any certificate issued to the Members.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, and the Membership Interest Purchase Agreement including any schedules or exhibits hereto or thereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by at least 90% of the Members.

10.6 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

[Handwritten signature]
Taco LLC
Witnessed
20 Oct 2008
11 04 19

EH000100

JA_005816

10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

10.8 Counterparts and Facsimile Copies. Facsimile copies of this Agreement or any approval or written consent of the Members or any Manager(s) and facsimile signatures hereon or thereon shall have the same force and effect as originals.

10.9 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

10.10 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

10.11 No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

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AK
Telo LLC
Managing Member
20 Oct 2011
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S.R.

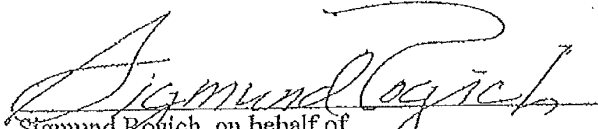
ARTICLE XI
SUPERSEDING PROVISIONS

11. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" to the Purchase Agreements, this Agreement shall be null and void, and all moneys paid by Teld and the Flangas Trust shall be returned to those parties.


IN WITNESS WHEREOF, each Member has executed this Agreement as of the Effective Date.

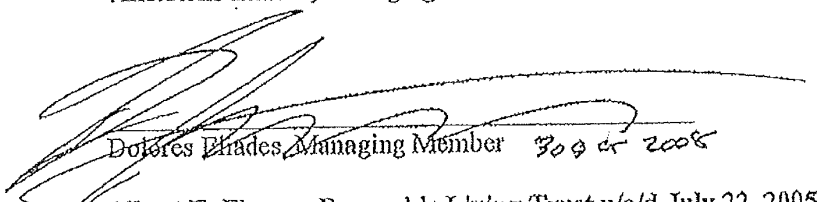
"MEMBERS"

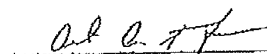
The Rogich Family Irrevocable Trust

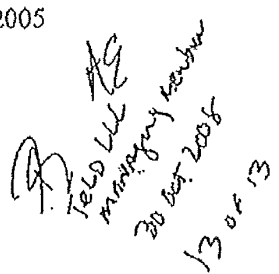

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Teld, LLC


Aristotelis Eliades, Managing Member

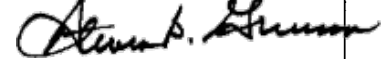

Dolores Eliades, Managing Member 309 or 2008
Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005


Albert E. Flangas, on behalf of the
Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005


Teld LLC
Managing Member
20 Oct 2008
13 of 13

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bwirthlin@fclaw.com
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Trustee of the Rogich Family Irrevocable Trust and
Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**
CARLOS A. HUERTA as Trustee of THE **DEPT. NO.: XXVII**
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.

**ROGICH DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION TO SETTLE JURY
INSTRUCTIONS**

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,

Date of hearing: April 4, 2019

Time of hearing: 9:00 a.m.

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

CONSOLIDATED WITH:

v.

CASE NO.: A-16-746239-C

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.

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By:

Attorneys for Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

3
4 As the trial has not yet begun, the Court has not yet heard the evidence in this case which
5 is required before the Court can settle jury instructions. It is well settled that generally speaking a
6 the proper time to settle jury instructions is **after** the close of evidence. See *United States v. Fast*
7 *Horse*, 747 F.3d 1040, 1047 (8th Cir. 2014) (“The district court **did not settle the final jury**
8 **instructions until after the close of the evidence**, at which time the court determined to give the
9 instruction described above.”); *Enriquez v. Cochran*, 126 N.M. 196, 211, 967 P.2d 1136, 1151
10 (“The issue arose **after the close of evidence during the jury instruction settlement**
11 **conference**.”); *State v. Hocter*, 362 Mont. 215, 220, 262 P.3d 1089, 1093 (“**After the close of**
12 **evidence, the parties held a conference to settle jury instructions**.”). The purpose behind this
13 general rule is clear: where there is additional evidence that may be adduced at trial, it is
14 impractical to request a judge settle jury instructions. As the 8th Circuit recognized, the evidence
15 brought forth at trial impacts the instructions:

16 **Before the instructions were resolved**, the district court did not exclude any
17 evidence that Fast Horse sought to introduce on the issue of knowledge. **If Fast**
18 **Horse had additional evidence that would raise doubt about his knowledge of**
the victim's incapacity, then he had no reason to withhold it during the trial
while a decision on final jury instructions was pending.

19 *Fast Horse, supra*, 747 F.3d at 1047.

20 In this case there are numerous disputed material issues for trial. Accordingly, because
21 the Court has not heard all the evidence, the Plaintiff’s Motion must be denied.

22 **II. STATEMENT OF FACTS**

23 **A. Relevant Procedural History**

24 1. On June 1, 2018, Peter Eliades, Individually and as Trustee of the Eliades Survivor
25 Trust of 10/30/08, and Teld, LLC filed their Motion for Summary Judgment (the “Eliades
26 Defendants’ Motion for Summary Judgment”) against plaintiff Nanyah Vegas, LLC (“Plaintiff” or
27 “Nanyah”). See **Exhibit A**.

1 2. On June 19, 2018, Nanyah filed its Opposition to the Eliades Defendants' Motion
2 for Summary Judgment and Countermotion for Summary Judgment ("Nanyah's Countermotion
3 for Summary Judgment") against the Eliades Defendants. *See Exhibit B.*

4 3. On July 19, 2018, the Eliades Defendants filed their Reply in Support of their
5 Motion for Summary Judgment and Opposition to Nanyah's Countermotion for Summary
6 Judgment. *See Exhibit C.*

7 4. On July 26, 2018, the Court held the hearing on the Eliades Defendants and
8 Nanyah's competing Motions. *See Exhibit D.*

9 5. On October 5, 2018, the Court entered the Order: (1) Granting Defendants Peter
10 Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's
11 Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for
12 Summary Judgment (the "October 2018 Order"). *See Exhibit E.* The October 2018 Order was
13 never approved as to form and content by the Rogich Defendants' counsel or by counsel for the
14 Eliades Defendants. Further, competing orders were offered by the Eliades Defendants and
15 Nanyah. *See Exhibits F-1 and F-2.*

16 6. With respect to Nanyah's competing Order, attached as Exhibit F-2, Nanyah
17 included a redlined version of the 2 competing Orders highlighting the differences between the 2
18 versions. *See Exhibit F-2 to this Motion, at Attachment 2.*

19 7. On October 8, 2018, Notice of Entry of the October 2018 Order was filed and
20 served. *See Exhibit G.*

21 **B. The October 2018 Order does not preclude evidence by the Rogich**
22 **Defendants regarding disputed issues of material fact, nor does it make any**
23 **express finding that Plaintiff is a third-party beneficiary of any agreement at**
 issue in this matter.

24 The Rogich Defendants strongly dispute each and every factual assertion or interpretation
25 of the October 2018 Order offered by Plaintiff in its Motion, and submit that each one misstates or
26 misrepresents the findings in the October 2018 Order. The October 2018 Order only applies as to
27 the Eliades Defendants. Set forth below are various references to documents and testimony in the
28

1 record in this case demonstrating that a genuine issue of material fact clearly remains regarding
2 Nanyah's purported "claim" against any of the Rogich Defendants, and regarding its purported
3 "investment" into Eldorado:

4 **1. Eliades Defendants' Motion for Summary Judgment**

- 5
- 6 • "On the contrary, the Purchase Agreements state that the Rogich Trust
7 agreed to negotiate with Nanyah (amongst others) to attempt to resolve its
8 "potential claim." See Exhibit A, pg. 6, ll. 6-10.
 - 9 • "*Notably, the Rogich Trust --not Teld, Eliades, or the Eliades Trust--*
10 *agreed to be responsible for Nanyah's potential claim."* *Id.*, pg. 11, ll. 5-
11 6.
 - 12 • "On the contrary, the Purchase Agreements reiterate over and over again
13 the only the Rogich Trust is responsible for Nanyah's potential claim." *Id.*,
14 pg. 12, ll. 7-9.

15 **2. Eliades Defendants' Reply in Support of their Motion**

- 16
- 17 • "Despite this clear legal authority, Nanyah argues that the successors and
18 assigns clause contained in the October 30, 2008 Purchase Agreement
19 accomplished the first purpose above (*i.e.*, to bind the Eliades Defendants
20 as purported successors or assignees to the Rogich Trust's potential
21 obligation to Nanyah)." See Exhibit C, pg. 6, ll. 1-4.
 - 22 • "...the explicit language...confirms that *only* Rogich Trust would be
23 responsible for Nanyah's potential claim." *Id.*, pg. 6, ll. 6-8.
 - 24 • "The relevant contracts are clear as day. They explicitly show the parties'
25 intent for the Rogich Trust to remain *solely* responsible for Nanyah's
26 potential claim." *Id.*, pg. 6, ll. 16-18.
 - 27 • "Accordingly, even assuming that Nanyah's potential claim encumbered
28 the Rogich Trust's membership interest in any respect (it did not), the
Eliades Defendants never assumed any responsibility for that potential
obligation." *Id.*, pg. 7, ll. 21-23.
 - "As shown above, Eliades testimony is entirely consistent with the relevant
contracts, which prove that Rogich Trust *solely* assumed liability for
Nanyah's potential claim." *Id.*, pg. 12, ll. 11-12.
 - "When Teld became involved with Eldorado Hills ten months later in
October of 2008, the only mention of Nanyah was in the relevant
contracts, *which explicitly stated that solely the Rogich Trust was liable*
for that potential claim." *Id.*, pg. 13, ll. 9-12.

1 **3. Transcript of the July 26, 2018 Hearing**

- 2 • Mr. Liebman: “Fourth, in 2008, when TELD LLC does become involved
3 with the company, they put forward these explicit agreements that address
4 Nanyah’s potential claim -- that’s the word it uses, a potentially [sic]
claim....” See Exhibit D, pg. 5, ll. 13-16.

5 **C. The October 2018 Order states that Plaintiff’s purported investment is only**
6 **“alleged”.**

7 Importantly, the October 2018 Order itself includes the following findings and conclusions
8 that are inconsistent with the affirmative findings and conclusions:

- 9 • “...there is no basis for Nanyah--as an **alleged** third-party beneficiary--to
10 sue the Eliades Defendants.” *Id.*, at pg. 8, ll. 14-15.
- 11 • “...the Eliades Defendants supposedly pursued their own individual
12 advantage by seeking to interfere with the return of Nanyah’s **alleged**
investment in Eldorado.” *Id.*, at pg. 9, ll. 2-3.

13 These above findings and conclusions make clear there are still disputed material facts at
14 issue with respect to, among other things, whether Plaintiff made any investment in Eldorado or is
15 entitled to the return of any funds from any of the Defendants.

16 **D. Disputed Material Facts**

17 Further, set forth below are material facts still at issue in this case. This is not an
18 exhaustive listing of the disputed material facts:

19 **1. The Alleged Investment**

20 **a. *The set-up of Nanyah Vegas, LLC and CanaMex Nevada,***
21 ***LLC***

- 22 • In June of 2007, Mr. Harlap and Mr. Huerta were communicating
23 with one another, where they were discussing Mr. Harlap’s potential investment of
24 \$1.5 Million into CanaMex Nevada, LLC (“CanaMex”). Mr. Huerta directed Mr.
25 Harlap to CanaMex’s website of CanaMexNevada.com and Mr. Harlap confirmed
26 he was interested in investing \$1.5 Million. Mr. Harlap requested Mr. Huerta to
set-up the Nevada company (which would become Nanyah). Mr. Huerta suggested
he be the Registered Agent for Nanyah. See NAN234-235, attached as **Exhibit I**.
- 27 • CanaMex registered as a Nevada limited liability company on
28 December 3, 2007, just 4 days prior to Nanyah being registered. Mr. Harlap is the
sole manager of Nanyah. Go Global Inc. was sole the Manager/Managing Member

1 of CanaMex. See RT203 and PLTF247, attached as **Exhibit J**.

2 • Mr. Huerta was the sole officer of Go Global, Inc. See Harlap Depo
3 (attached as **Exhibit K**), p. 10, ll: 17-21.

4 ***b. Nanyah's \$1.5 Million Wire***

5 • Mr. Huerta testified (as Nanyah's PMK) that he instructed Mr.
6 Harlap to wire the money to the account of Eldorado Hills. See Nanyah PMK
7 Depo (attached as **Exhibit L**), p. 31, ll. 4-11.

8 • Contrary to this deposition testimony, on December 4, 2007, Mr.
9 Huerta e-mailed Mr. Harlap instructing him to wire the \$1.5 Million into
10 CanaMex Nevada, LLC's bank account. See NAN241, attached as **Exhibit M**.

11 • *Nowhere in the e-mailed instructions from Mr. Huerta to Mr.*
12 *Harlap is there any indication of, or reference to, Eldorado Hills, LLC*
13 *("Eldorado Hills")*.

14 • Mr. Huerta further testified (as Nanyah's PMK) that Nanyah wired
15 the funds into Eldorado Hills' bank account and that the money never went into
16 the CanaMex's account. See Nanyah PMK Depo/Exhibit L, p. 29, l. 21 to p. 30, l.
17 14 and p. 60, ll. 5-14. Further, Mr. Harlap testified that he "transferred the money
18 to Eldorado Hills as per Carlos Huerta's wiring instructions" and that this is the
19 basis of Nanyah's claims. See Harlap Depo/Exhibit K, p. 20, l. 20 to p. 21, l. 11.

20 • Contrary to these deposition testimonies, the bank records show
21 that Mr. Harlap actually wired the \$1.5 Million into CanaMex's Nevada State
22 Bank account on December 6, 2007 in compliance with Mr. Hureta's emailed
23 instructions (not Eldorado Hills' bank account). See NAN387-388, attached as
24 **Exhibit N**.

25 ***c. The Bank Transfers***

26 • After the alleged investment funds were wired by Mr. Harlap into
27 CanaMex's bank account, Mr. Huerta proceeded with the following series of bank
28 transfers, where a majority of \$1.5 Million ended up in the bank account of
CanaMex's sole manager/managing member (Go Global, Inc., which is a business
solely operated by Mr. Huerta):

• **CanaMex:** The December 2007 bank statement for CanaMex
shows a \$1.5 Million check (#92) written to Eldorado Hills, signed by Mr. Huerta
and processed on December 10, 2007. See NAN387-388, attached as Exhibit N.

• **Eldorado Hills:** The December 2007 bank statement for Eldorado
Hills checking account shows a \$1.5 Million deposit on December 7, 2007 (which
is the \$1.5 Million check from CanaMex) and a \$1.45 Million internet transfer to
its money market account on December 10, 2007. The December 2007 bank

1 statement for Eldorado Hills money market account shows a \$1.45 Million internet
2 transfer deposit from the Eldorado Hills checking account on December 10, 2007
3 and a \$1.42 Million transfer out processed on December 14, 2007. *See* NAN449-
450, attached as **Exhibit O**.

4 • **Go Global:** The December 2007 bank statement for Go Global
5 checking account shows the Eldorado Hills transfer for \$1.42 Million was
6 deposited into Go Global Inc.'s account on December 14, 2007. This \$1.42
7 Million transfer was per "an e-mail request from Carlos Huerta". *See* RT155 and
8 PLTF443, attached as **Exhibit P**.

7 *d. Investment confirmation*

8 • **December 8, 2007:** Mr. Harlap received an e-mail from Summer
9 Rellamas, Finance and Administration Manager with Go Global Properties, which
10 attached an investment confirmation letter. The letter thanked Mr. Harlap for his
11 recent investment of \$1.5 Million into CanaMex, confirmed receipt of his \$1.5
12 Million wire on December 6, 2007 and advised him that his 2007 federal tax forms
13 should be received by February 2008. *See* NAN248-249, attached as **Exhibit Q**.

14 • **January 3, 2008:** Mr. Huerta e-mailed Mr. Harlap an update on
15 CanaMex and provided a letter from Go Global Properties with a subject line of
16 CanaMex. *See* NAN250-251, attached as **Exhibit R**.

17 • **January 30, 2008:** Mr. Harlap received an e-mail from Summer
18 Rellamas of Go Global Properties attaching Nanyah's annual investor portfolio
19 which summarizes its investment with Go Global Properties. *See* NAN256-264,
20 attached as **Exhibit S**.

21 • **March 13, 2008:** Mr. Harlap received an e-mail from Huerta
22 attaching an update letter on letterhead of Go Global Properties, signed by Mr.
23 Huerta as Managing Manager for CanaMex, indicated that "We, at Go Global
24 Properties, felt it time to send out an update in regards to our CanaMex Nevada
25 project in Las Vegas" and again directed Mr. Huerta to
26 www.CanaMexNevada.com. *See* NAN265-268, attached as **Exhibit T**.

21 *e. The K-1s*

22 • Mr. Huerta (as Nanyah's PMK) confirmed that equity and
23 ownership interests are preserved by a K-1 and confirmed a tax return will show
24 the ownership interest. *See* Nanyah PMK/Exhibit L, p. 22, ll. 3-15.

25 • Mr. Huerta further testified (inaccurately) that Nanyah was going to
26 be a member of Eldorado Hills or CanaMex, but that CanaMex didn't happen and
27 Eldorado Hills never formalized its investment with a K-1. *See* Huerta Depo
28 (attached as **Exhibit U**), p. 164, ll. 7-18.

• Contrary to this deposition testimony, but consistent with Nanyah's

1 confirmed investment in CanaMex, on April 12, 2008, CanaMex sent Nanyah a
2 2007 Schedule K-1 form via an e-mail from Summer Rellamas at Go Global
3 Properties. The Schedule K-1 from CanaMex shows: (1) shows Nanyah as 99%
4 owner of CanaMex; (2) for the time period of December 3, 2007 through
5 December 31, 2007; (3) Nanyah's capital contribution during the year of \$1.5
6 Million; and (4) that after a decrease in business income of \$2,515, Nanyah's
7 ending capital account with CanaMex as of December 31, 2007 was \$1,497,485.
8 *See* NAN269-270, attached as **Exhibit V**.

9 • CanaMex additionally sent Nanyah a 2010 Schedule K-1 with a
10 letter, which indicated that its "2010 Schedule K-1 ... has been filed with the
11 partnership tax return of CanaMex Nevada, LLC" and further advised that
12 "[s]hould [Nanyah] have any questions regarding the information reported to [it]
13 on this Schedule K-1, please call." The 2010 K-1 shows: (1) Nanyah still as 99%
14 owner of CanaMex; (2) Nanyah's capital account with CanaMex at \$1,497,695;
15 and (3) that after a decrease in business income of \$10, Nanyah's ending capital
16 account with CanaMex as of December 31, 2010 was \$1,497,685. *See* NAN389-
17 390, attached as **Exhibit W**.

18 **2. The Potential Claimants**

19 The dispute as to the relevant contracts relate to the contracts at issue. The
20 relevant contracts provide that Mr. Rogich' Trust will look into the **potential**
21 claimants listed in the Purchase Agreement, and not that his Trust would pay the
22 potential claimants. In reviewing the potential claimants, Mr. Rogich knew they
23 were without merit:

24 • Eldorado Hills (under Mr. Huerta's direction as the Tax Matters
25 partner) had already provided to the first 2 potential claimants (The Ray Trust and
26 Eddyline) with 2007 K-1s. *See* RT197 and RT200, attached as **Exhibit X**.

27 • As for Antonio Nevada, Eldorado Hills had paid it in full. In fact,
28 Antonio Nevada later sued Eldorado Hills as a result of being a potential claimant
under this Purchase Agreement. Eldorado Hills was successful in defending
against that lawsuit and obtaining a Judgment against Antonio Nevada. *See*
RT192, attached as **Exhibit Y**.

• As for Nanyah, there was no K-1 issued by Eldorado Hills to
Nanyah for 2007 and none of the financial records mentioned Nanyah. *See* RT164-
165, attached as **Exhibit Z**. Mr. Huerta controlled the books and records of both
companies at that time.

3. Statute of Limitations

• Mr. Huerta testified (as Nanyah's PMK) being aware of the
Purchase Agreement being signed in October 2008. *See* Nanyah PMK
Depo/Exhibit L, p. 26, ll. 4-18.

1 • Mr. Harlap testified he first became aware of the Purchase
2 Agreement in 2008. *See* Harlap Depo/Exhibit K, p. 16, line 19 to p. 18, l. 23.

3 • Mr. Harlap testified that he understood that Nanyah's potential
4 claim to \$1.5 Million investment in Eldorado Hills started from day one from his
5 transferring or sending \$1.5 Million in 2007. *See* Harlap Depo/Exhibit K, p. 74, l.
6 12 to p. 75, l. 2.

7 • On February 13, 2016, **Mr. Huerta e-mailed Mr. Harlap**
8 **indicating the following:** "...our Nevada Supreme Court overturned the judgment
9 entered, here in district court, against Nanyah Vegas and it proves that you (nor I)
10 deserves what this judge Allf doled out. Attached is the order. It, basically, says
11 that Nanyah's claims could not have been dismissed, **when Eldorado Hills, LLC**
12 **did not prove the statute began to run, once the money was tendered, or when**
13 **a membership interest should have been provided and maintained, on your**
14 **behalf** and how I was guaranteed that it would be by this "respected" Sig Rogich.
15 This judge Allf should be exposed for the complete disgrace that she really is." *See*
16 NAN303, attached as **Exhibit AA**.

17 The above facts require denial of Plaintiff's Motion.

18 **III. LAW AND ARGUMENT**

19 **A. Plaintiff is not entitled to jury instructions until the Court has heard all the** 20 **evidence.**

21 As noted above in the introductory section, and incorporated herein, courts have generally
22 recognized the principle that jury instructions cannot be settled until the court has heard all the
23 evidence. Plaintiff's Motion should be denied on this basis alone.

24 Additionally, contrary to Plaintiff's assertions, the case law it cites actually stands for the
25 proposition that jury instructions cannot "comment[] upon a disputed fact or invad[e] the province
26 of the jury." *City of Reno v. Silver State Flying Serv., Inc.*, 84 Nev. 170, 179, 438 P.2d 257, 263
27 (1968). As set forth herein, Plaintiff requests that this Court do exactly that by "settling" disputed
28 issues of fact that are clearly the province of the jury as fact finder. 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). As set forth above, each and every jury instruction Plaintiff requests implicates

1 a disputed issue of fact that clearly must be decided by the jury, and Plaintiff requesting jury
2 instructions before the evidence on which the jury will base its decisions has been heard is
3 improper and premature.

4 Moreover, the additional case law cited by Plaintiff is also inapplicable. For example, the
5 Plaintiff cites *Beattie v. Thomas*, 99 Nev. 579, 668 P.2d 268 (1983) for the proposition that “[a]
6 party is entitled to have the jury instructed on all of his theories of the case that are supported by
7 the evidence.” See Motion at p. 6. However, in order to instruct the jury on all theories
8 “supported by the evidence”, the Court must first heard the evidence. Plaintiff’s request is
9 therefore premature and unsupported by the evidence referenced above.

10 The holding in *Wright v. Lincoln City Lines*, 160 Neb. 714, 717, 71 N.W.2d 182, 184
11 (1955), cited by Plaintiff, is even less applicable. In *Wright*, the defendant *had admitted liability*
12 *in its answer*. The Court held the plaintiff was entitled to an instruction on the effect of this
13 admission. That is clearly not the situation presented here. Plaintiff’s theories are disputed by the
14 Rogich Defendants and until the evidence is heard at trial, Plaintiff is not entitled to any jury
15 instructions. The Plaintiff’s Motion should be denied.

16 **B. The Court has only found that Plaintiff made an “alleged” investment into**
17 **Eldorado and is an “alleged” third party beneficiary of the contract(s) at**
18 **issue.**

19 As noted above, Contrary to Plaintiff’s Motion, the Court has found in its October 2018
20 Order that Nanyah made an “alleged” investment into Eldorado Hills, LLC (“Eldorado”) and that
21 it is an “alleged” third party beneficiary of the Purchase Agreement:

- 22 • “...there is no basis for Nanyah--as an **alleged** third-party beneficiary--to
23 sue the Eliades Defendants.” See Exhibit E hereto, pg. 8, ll. 14-15.
- 24 • “...the Eliades Defendants supposedly pursued their own individual
25 advantage by seeking to interfere with the return of Nanyah’s **alleged**
investment in Eldorado.” *Id.*, at pg. 9, ll. 2-3.

26 Accordingly, while Nanyah apparently intends to hold the Order in front of the jury, the
27 Rogich Defendants can also do so and point out to the jury that the Order only found Nanyah’s
28

1 alleged investment to be just that. It is the jury's decision whether it believes Nanyah's alleged
2 investment was in Eldorado or Canamex, and Plaintiff cannot do an end run around the Rogich
3 Defendants' due process rights and try to take away that factual dispute and determination from
4 the jury before trial even starts. These are clearly questions of fact for the jury. *See Broussard,*
5 *supra*. Clearly there is conflicting evidence on the issue of whether Nanyah's alleged investment
6 was in CanaMex or Eldorado, and this is indisputably a material issue. Consequently, this is a
7 fact issue is for the jury and not the Court.

8 Further, the following undisputed facts demonstrate that Nanyah's current story about its
9 alleged investment always being intended for Eldorado is false. For example, Mr. Huerta testified
10 (as Nanyah's PMK) that he instructed Mr. Harlap to wire the money to the account of Eldorado
11 Hills. *See Nanyah PMK Depo* (attached as **Exhibit AB**), p. 31, lines 4-11. However, contrary to
12 this deposition testimony, on December 4, 2007, Mr. Huerta e-mailed Mr. Harlap instructing him
13 to **wire the \$1.5 Million into CanaMex Nevada, LLC's bank account**. *See* NAN241, attached
14 as **Exhibit AC**.

15 Mr. Huerta further testified (as Nanyah's PMK) that Nanyah wired the funds into
16 Eldorado Hills' bank account and that the money **never** went into the CanaMex's account. *See*
17 *Nanyah PMK Depo*, p. 29, line 21 to p. 30, line 14 and p. 60, lines 5-14. Further, Mr. Harlap
18 testified that he "transferred the money to Eldorado Hills as per Carlos Huerta's wiring
19 instructions" and that this is the basis of Nanyah's claims. *See Harlap Depo* (attached as **Exhibit**
20 **AD**), p. 20, line 20 to p. 21, line 11. Contrary to these statements under oath by Mr. Huerta, the
21 bank records unequivocally show that **Mr. Harlap actually wired the \$1.5 Million into**
22 **CanaMex's Nevada State Bank account** on December 6, 2007 (not Eldorado Hills' bank
23 account). *See* NAN387-388, attached as **Exhibit AE**.

24 In addition, three (3) days prior to filing the 2016 lawsuit, on November 1, 2016 Mr.
25 Harlap sent an e-mail to Mr. Huerta indicating he did not even know at that time how his alleged
26 investment had made it to Eldorado. He stated as follows:

27 I need to get to the bottom of how my money and interest first was recorded, **then**
28 **supposedly shifted from CanaMex to Eldorado Hills LLC** as that process is yet

1 unclear to me so as to see how secure, evident and strong my case against him is or
2 my rights at Eldorado Hills.

3 *See* HUERTA000635-636, attached as **Exhibit AF**.

4 Regardless, either way Nanyah's tax returns are absolutely relevant to the claims and
5 defenses in this lawsuit. The Court has repeatedly found that statute of limitations is still a
6 question of fact. For example, the Court has previously denied in part the Rogich Defendants'
7 motion for summary judgment related to the statute of limitations based on the Court's finding
8 that disputed questions of fact remain regarding this issue. For example, in the transcript of the
9 Court's ruling on this issue, attached as **Exhibit AG**, the Court specifically noted the following:

10 First, I find that the motion can be granted only with regard to the fran – fraudulent
11 conveyance action and with regard to the constructive trust....

12 The other issues [including with respect to the statute of limitations
13 arguments by the Rogich Defendants] are with regard to accrual of causes of
14 action. **There are facts in dispute with regard to that.** I'm going to have to see
15 the demeanor, the personal knowledge, the –the credibility of the witnesses on –
16 on all sides to determine that – if it's me, or a jury's entitled, the parties are
17 entitled to a jury.

18 *Id.* at p. 2. (emphasis added).

19 Further, while Nanyah attempts to preclude testimony and evidence for presentment of a
20 statute of limitations defense, the testimony and evidence already provided in this lawsuit show
21 that Nanyah's claims in this lawsuit are full of fabrications and, more importantly, that both of
22 Nanyah's lawsuits were frivolously filed. Nanyah's tax returns will show how Nanyah's interest
23 in CanaMex or alleged interest Eldorado Hills was classified to the IRS. Further, with the receipt
24 of K-1s from CanaMex Nevada, Nanyah's tax returns will show its **actual notice as early as**
25 **2007 that its alleged investment was in CanaMex, not Eldorado**, meaning its claim – if any –
26 accrued in 2008 and its current suits violate the statute of limitations. Nanyah's tax returns are
27 necessary for this defense and the motion to compel must be granted.

28 ///

///

///

1 **C. The Court has never made an express finding that Plaintiff is a third party**
2 **beneficiary of any contract at issue in this case and the parol evidence rule is**
3 **inapplicable in this action.**

4 As noted above, the Court has never made an express finding that Plaintiff is an intended
5 third-party beneficiary of any agreement at issue in this matter. Therefore, under *Canfora v.*
6 *Coast Hotels & Casinos, Inc.*, this issue is reserved for trial and must be decided by the jury. *See*
7 121 Nev. 771, 779, 121 P.3d 599, 605 (2005) (“Whether an individual is an intended third-party
8 beneficiary, however, depends on the parties' intent, ‘gleaned from reading the contract as a
9 whole in light of the circumstances under which it was entered.’”).

10 Further, according to the October 2018 Order, “Nanyah is an **alleged** third-party
11 beneficiary” to the Purchase Agreement and its purported advance is only an “**alleged** investment
12 in Eldorado.” *See* Exhibit 1 (pg. 8, ll. 14-15 and pg. 9, ll. 2-3). Nanyah further argues that the
13 Defendants are barred from contesting that Nanyah’s alleged “investment” was in Eldorado, as
14 opposed to the place where Nanyah’s money actually ended up, which is CanaMex. Even the
15 October 2018 Order states that Nanyah’s alleged investment is just that: **alleged**.

16 Further, Nanyah’s assertions regarding the parol evidence rule are directly contradicted by
17 binding Nevada precedent. While the parol evidence rule generally may be invoked by any party
18 to a contract, the long standing rule set forth in Nevada by the state Supreme Court is that it
19 cannot be invoked by a stranger to such contract. *See Bank of California v. White*, 14 Nev. 373,
20 376 (1879) (holding that the parol evidence rule “**has no application whatsoever as against any**
21 **party who is a stranger to the instrument.**”) (emphasis added); *see also Pittman v. Providence*
22 *Washington Ins. Co.*, 394 So. 2d 223 (Fla. Dist. Ct. App. 1981) (recognizing that a third party
23 beneficiary is a stranger to a contract.). Further, under binding Nevada case law, where one party
24 to a lawsuit is not bound by the parol evidence rule, “either party is at liberty to show, by parol, a
25 different state of facts from that set out in the writing.” *Bank of California, supra*, 14 Nev. at
26 376. Accordingly, Nanyah’s assertions that parol evidence rule somehow bar the Defendants
27 from introducing any testimony or other evidence at trial fail as a matter of law.

28 Further, Nanyah asserts that “[a]s a result of this Court’s [October 2018] Order, the

1 defendants are barred from arguing or contesting” that Nanyah’s alleged investment was in
2 Canamex, not Eldorado or that there is no defense to Plaintiff’s claims. *See* Motion at pp. 10-11.
3 Plaintiff also argues that somehow *Krieger v. Elkins* bar Defendants from presenting their case
4 and defenses. *Id.* However, again Nanyah is misstating the Court’s October 2018 Order. In fact,
5 the only time the Court’s Order cites to *Kreiger* is to state that the Court is “precluded from
6 considering any testimony to determine the Eliades Defendants’ so-called contractual liability.”
7 *See* Order at 8. Nowhere does the Court’s Order state that the jury cannot hear the clear and
8 overwhelming evidence that Nanyah’s alleged investment was in CanaMex, not Eldorado. And,
9 as noted above, Schedule L of Nanyah’s tax returns will show, unequivocally, how Nanyah itself
10 characterized its alleged investment. If, as Nanyah suggests, the alleged investment was actually
11 in Eldorado, why won’t Nanyah produce its tax returns and confirm that? The answer is clear:
12 Nanyah’s alleged investment was not in Eldorado, but rather in CanaMex. As the November
13 2016 Email clearly demonstrates, as of that time Mr. Harlap did not even know how his “money
14 and interest first was recorded, then supposedly shifted from CanaMex to Eldorado Hills
15 LLC”. Thus, Mr. Harlap’s current story that the alleged investment was intended from the
16 beginning to go into Eldorado is clearly false. Thus, while the Court may have found it was
17 precluded from considering testimony to determine the Eliades Defendants’ liability, it has not
18 found – and as a matter of law cannot find – that the jury is precluded from hearing testimony
19 about how Nanyah’s alleged investment was intended for CanaMex, and that as late as November
20 2016, Harlap himself did not even know it had “supposedly shifted” to Eldorado. As set forth
21 above, the requested tax returns will confirm that the Rogich Defendants’ allegations are correct,
22 and that Nanyah was on notice in 2008 that its alleged investment was in CanaMex, not Eldorado.
23 This clearly demonstrates the applicability of the statute of limitations defense which this Court
24 has already found raises disputed issues of fact that can only be resolved by a jury.

25 **D. Any issues regarding purported suretyship must be decided by the jury.**

26 Any argument by Plaintiff that a suretyship exists regarding any of the defendants requires
27 a jury to first find the defendants are liable on Plaintiff’s claims. This requires resolution of
28 disputed factual issues only the jury can decide. Accordingly, Plaintiff’s request for jury

1 instructions related to a purported suretyship are improper and premature.

2 **E. The Rogich Defendants are entitled to refute Plaintiff's claims and present**
3 **their defenses.**

4 Plaintiff's citation to NRS 48.015 is misguided. Evidence related to any of the Plaintiff's
5 purported claims alleged against the Rogich Defendants, or tending to disprove the Plaintiff's
6 claims asserted against the Rogich Defendants is relevant under NRS 48.015. Contrary to
7 Plaintiff's assertions, whether Plaintiff may recover against the Rogich Defendants is clearly in
8 dispute and raises multiple disputed issues of fact which can only be decided by the jury. *See*
9 *Broussard, supra*. Accordingly, the Motion must be denied.

10 **IV. CONCLUSION**

11 For all these reasons, the Rogich Defendants respectfully request that this Court deny
12 Plaintiff's Motion in its entirety, and grant such other and further relief as the Court deems
13 necessary and appropriate.

14 DATED: March 20, 2019.

15 **FENNEMORE CRAIG, P.C.**

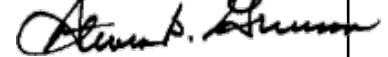
16 By: 

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21 *Trustee of the Rogich Family Irrevocable Trust and*
22 *Imitations, LLC*
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An employee of Fennemore Craig, P.C.



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10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited liability
28 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
DEFENDANTS' MOTION IN
LIMINE TO PRECLUDE THE
ALTERED ELDORADO
HILL'S GENERAL LEDGER
AND RELATED TESTIMONY
AT TRIAL**

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,
2 Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following opposition to
3 the Motion in Limine to Preclude the Altered Eldorado Hill's General Ledger and Related
4 Testimony at Trial (the "Motion") filed by Sigmund Rogich as Trustee of the Rogich Family
5 Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively referred
6 to herein as the "Rogich Defendants."

7
8 **I. BASIS OF OPPOSITION.**

9 The Motion is literally without merit whatsoever. The Rogich Defendants offer
10 false statements of fact to this Court trying to avoid their admissions and statements in
11 depositions confirming Nanyah's \$1.5 million investment into Eldorado, their knowledge
12 of Nanyah's \$1.5 million, their approval and consent to Eldorado receiving Nanyah's \$1.5
13 million investment (because Eldorado needed money since Rogich couldn't fund his
14 capital call to fund Eldorado's debts) and are desperate to avoid the consequences of
15 Eldorado's General Ledger confirming Nanyah's \$1.5 million investment. Such conduct
16 is reprehensible.

17
18 The Motion is premised on the fabricated statement that "Nanyah's counsel took
19 the depositions of Mr. Rogich and Ms. Olivas, where he **introduced Nanyah's**
20 **produced version of the [Eldorado] General Ledger as an exhibit** and sought
21 testimony related to such General Ledger." Mot., p.6:10-11 (emphasis added). This
22 statement is an absolute falsehood.

23
24 Demonstrating the bad faith filing of the Motion, the Rogich Defendants do not cite
25 a single piece of evidence for this false assertion. As a consequence, appropriate
26 sanctions should be imposed as requested.
27
28

1 **II. THERE IS NO ALTERED ELDORADO GENERAL LEDGER.**

2 There is no altered Eldorado Hills, LLC ("Eldorado") General Ledger. The
3 following facts demonstrate the Rogich Defendants' Motion is filed in bad faith.

4 1. In the lead action, Plaintiffs produced a copy of Eldorado's General Ledger
5 designated as PLTF 547-574 (the "Eldorado General Ledger").
6

7 2. On June 1, 2018, Eldorado filed a motion for summary judgment and
8 affirmed and admitted the authenticity of the Eldorado General Ledger designated as
9 PLTF 547-574 and that such document was a true and correct copy of Eldorado's
10 General Ledger. **Exhibit 1.**

11 3. Demonstrating that PLTF 547-574 is a true and correct copy of Eldorado's
12 General Ledger, **Exhibit 1** contains relevant excerpts of Eldorado's Appendix of Exhibits
13 to Defendant Eldorado Hills, LLC's Motion for Summary Judgment, Volume 2, identifying
14 that Exhibit 2-H is a true and correct copy of Eldorado's General Ledger. Exhibit 2-H is
15 Eldorado's General Ledger with Bates Numbers PLTF 547-574.
16

17 3. During the depositions in this case, a master set of deposition exhibits
18 were used. Nanyah's counsel designated Eldorado's General Ledger with Bates No.
19 PLTF 547-574 in the depositions of Mr. Rogich and Ms. Olivas as Deposition Exhibit 3.
20 See **Exhibit 2**, Affidavit of Mark G. Simons ("Simons Aff.") at ¶4.
21

22 4. Attached hereto as **Exhibit 3** is a copy of Deposition Exhibit 3. Deposition
23 Exhibit 3 clearly and unmistakably demonstrates that it is Eldorado's General Ledger
24 Bates Numbers PLTF 547-574. Simons' Aff., at ¶5.

25 5. Because deposition Exhibit 3 is Bates Numbered PLTF 547-574, it is
26 obvious to the naked eye that this deposition exhibit did not have a Nanyah prefix. Id.

27 6. A simple review of Deposition Exhibit 3 conclusively demonstrates that the
28

1 Rogich Defendants' counsel's contention that a "Nanyah's produced version of the
2 General Ledger" was used in the depositions in this action is a complete falsehood. It is
3 unclear why the Rogich Defendants' make such a baseless assertion in their Motion
4 when the easily accessible deposition exhibits demonstrates that the Rogich Defendants'
5 assertion of fact to this Court is a pure falsehood.
6

7 7. Next, Ms. Olivas admitted in her deposition that Eldorado's General
8 Ledger--Bates No. PLTF 547-574--was a true and correct copy of Eldorado's General
9 Ledger as follows:

10 (Exhibit 3 marked.)

11 BY MR. SIMONS:

12 Q. I'm going to give you what's marked as Exhibit 3. Are you
13 familiar with this document?

14 A. I have seen it.

15 Q. Okay. What is it?

16 A. **It's Eldorado Hills general ledger.**

17 **Exhibit 4**, deposition excerpt of Melissa Olivas, dated May 2, 2018, p. 39:13-19
18 (emphasis added).¹ Of note, Ms. Olivas also admits that Eldorado's General Ledger
19 documents Nanyah's \$1.5 million investment into Eldorado. *Id.* at p. 57:19-58:7.
20

21 8. Deposition Exhibit 3, Bates Number PLTF 547-574, was also the identical
22 exhibit used in Mr. Rogich's deposition as had been used in Ms. Olivas's deposition to
23
24
25
26

27 _____
28 ¹ Simons' Aff., at ¶6.

1 discuss the information contained in Eldorado's General Ledger.

2 Q Okay. **Let's look at Exhibit 3.**
3 **Exhibit 3 is called the general ledger**
4 **for Eldorado Hills, LLC.**
5 And you're familiar with a general
6 ledger, aren't you?

7 A Yes.

8 **Exhibit 5**, deposition excerpt of Sigmund Rogich, dated May 24, 2018, p. 55:11-16
(emphasis added).²

9 **III. THE MOTION IS BASELESS AND SANCTIONS SHOULD BE ISSUED.**

10 As demonstrated by the undisputed facts, the document that was used during Mr.
11 Rogich's and Ms. Olivas's depositions was Eldorado's General Ledger designated as
12 Bates Number PLTF 547-574. Eldorado has admitted and confirmed the that PLTF 547-
13 574 is a true and correct copy of its General Ledger. Ms. Olivas also admitted that the
14 document designated as Bates Number PLTF 547-574 was Eldorado's General Ledger.

15 Further, not a single shred of evidence is presented to this Court to support the
16 fabricated statement that a Nanyah produced general ledger was used in the parties'
17 depositions. Further, not a single affidavit or declaration by someone making a
18 statement under the penalty of perjury is provided in support of this Motion. Instead, this
19 Motion is entirely baseless, premised on a false statement of fact and is clearly brought
20 in bad faith for which proper sanctions should issue.

21 Nevada Rules of Professional Conduct provides that all counsel have ethical
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² Simons' Aff., at ¶7.

1 duties to the Court as follows:

2 **Rule 3.3. Candor Toward the Tribunal.**

3 (a) **A lawyer shall not knowingly:**

4 (1) **Make a false statement of fact . . . to a tribunal . . .**

5 . . .
6 (3) **Offer evidence that the lawyer knows to be false.**

7
8 NRPC 3.3 (emphasis added). In NC-DSH, Inc. v. Garner, 125 Nev. 647, 655, 218 P.3d
9 853, 859 (2009) the Nevada Supreme Court analyzed a lawyer's duty to the Court and
10 held as follows:

11 a lawyer also owes a duty of "loyalty to the court, as an officer thereof, [that]
12 demands integrity and honest dealing with the court. And when he departs from
13 that standard in the conduct of a case he perpetrates fraud upon the court."

14 Id.

15 The present Motion does not comply with the applicable ethical standards imposed
16 upon counsel and the Court should therefore issue appropriate sanctions. Nanyah
17 requests monetary sanctions of \$1,710.00 be imposed. Simons Aff., ¶18. Nanyah's
18 counsel incurred 3.8 hours reviewing, researching, analyzing the factual contentions,
19 assembling the appropriate exhibits, drafting, editing and filing the present opposition.
20 Nanyah's counsel's standard hourly rate is \$450.00 per hour. Id. at ¶19.

21 **IV. CONCLUSION.**

22 Based upon the foregoing, the Motion must be denied and appropriate sanctions in
23 the amount of \$1,710.00 be issued against the Rogich Defendants and their counsel.
24

25 ///

26 ///

27 ///

SIMONS HALL JOHNSTON PC
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Reno, NV 89509
Phone: (775) 785-0088

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

3 DATED this 20th day of March, 2019.

5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, NV 89509

8 By: _____

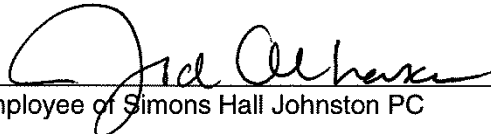
9 MARK G. SIMONS
10 Attorneys for Nanyah Vegas, LLC

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 DEFENDANTS' MOTION IN
LIMINE TO PRECLUDE THE ALTERED ELDORADO HILL'S GENERAL LEDGER AND
RELATED TESTIMONY AT TRIAL** on all parties to this action via the Odyssey E-Filing
System:

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DATED this 20 day of March, 2019.


Employee of Simons Hall Johnston PC


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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Eldorado's Appendix of Exhibits to Defendant Eldorado Hills, LLC's Motion for Summary Judgment	31
2	Simons' Affidavit	2
3	Deposition Exhibit 3	28
4	Melissa Olivas Deposition Excerpts	5
5	Sigmund Rogich Deposition Excerpts	4

EXHIBIT 1

EXHIBIT 1



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

10 DISTRICT COURT
CLARK COUNTY, NEVADA

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

16 vs.

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

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

22 Plaintiff,

23 vs.

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

28 Defendants.

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

**APPENDIX OF EXHIBITS TO
DEFENDANT ELDORADO HILLS,
LLC'S MOTION FOR SUMMARY
JUDGMENT**

VOLUME 2 OF 2

CONSOLIDATED WITH:

Case No. A-16-746239-C

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DATED this 1st day of June, 2018.

BAILEY ♦ KENNEDY

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

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

EXHIBIT 2-H

EXHIBIT 2-H

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Undeposited Funds-Holding								
	Deposit	05/30/2008		Desert Lake Country Club	10% of Gross for June 2008 Rent	Rental Income	5,020.00	5,020.00
	Deposit	10/01/2008	1101	Desert Lakes Holdings LLC	10% of Gross for June 2008 Rent	NSB Checking	-5,020.00	0.00
Total Undeposited Funds-Holding							0.00	0.00
Pulaski Bank MMA								
	Transfer	05/02/2008			FDIC took over ANB Financial on 5/9/08	ANB Money Market	607,510.78	607,510.78
	Transfer	05/10/2008			FDIC pass with hold (to credit to loan later)	ANB Financial Loan	-508,003.60	99,507.18
	Deposit	05/31/2008		Pulaski Bank	Deposit	Interest Income	643.90	100,151.08
	Deposit	06/16/2008		Pulaski Bank	FDIC Insured \$ + Interest from ANB Closure	NSB Checking	-100,151.08	0.00
	Deposit	06/30/2008			Interest	Interest Income	112.73	112.73
	Check	08/25/2008			Service Charge	Bank Service Charge	-15.00	97.73
	Check	09/25/2008			Service Charge	Bank Service Charge	-15.00	82.73
	Check	10/25/2008			Service Charge	Bank Service Charge	-15.00	67.73
	Check	11/25/2008			Service Charge	Bank Service Charge	-15.00	52.73
Total Pulaski Bank MMA							52.73	52.73
ANB Money Market								
	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	750,000.00	750,000.00
	Deposit	05/31/2007			Interest	Interest Income	612.43	750,612.43
	Deposit	06/30/2007			Interest	Interest Income	2,574.64	753,187.07
	Deposit	07/31/2007			Interest	Interest Income	2,940.24	756,127.31
	Deposit	08/31/2007			Interest	Interest Income	3,460.30	759,587.61
	Deposit	09/30/2007			Interest	Interest Income	3,278.51	762,866.32
	Deposit	10/31/2007			Interest	Interest Income	3,077.01	765,963.33
	Deposit	11/30/2007			Interest	Interest Income	3,069.81	769,053.14
	Deposit	12/31/2007			Interest	Interest Income	3,205.69	772,258.83
	Check	01/25/2008		ANB Financial	Jan-08 Interest Pymt	Not/Charge	-173,897.26	598,361.57
	Deposit	01/31/2008			Interest	Interest Income	3,051.99	601,383.56
	Deposit	02/29/2008			Interest	Interest Income	2,345.09	603,728.65
	Deposit	03/31/2008			Interest	Interest Income	2,031.18	605,769.83
	Deposit	04/30/2008			Interest	Interest Income	1,740.95	607,510.78
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	Pulaski Bank MMA	-607,510.78	0.00
Total ANB Money Market							0.00	0.00
NSB Checking								
	Deposit	08/10/2006		Go Global, Inc	CC to open new NSB checking account	Capital	10,000.00	10,000.00
	Bill Pmt-Check	08/17/2006	1003	OGI Environmental, LLC	Annual Management/Member Filing	Accounts Payable	-950.00	9,050.00
	Bill Pmt-Check	08/17/2006	1001	Secretary of State		Accounts Payable	-1,075.00	7,975.00
	Bill Pmt-Check	08/17/2006	1002	Salter Harlan Group		Accounts Payable	-4,465.00	3,510.00
	Deposit	08/18/2006		Go Global, Inc.	CC to cover expenses	Capital	15,000.00	18,510.00
	Deposit	08/30/2006		Jared Smith	Initial Investment	Contributions	50,000.00	68,510.00
	Deposit	09/06/2006		Mercury LDO	CC to cover expenses	Contributions	30,000.00	98,510.00
	Bill Pmt-Check	09/06/2006	1004	Racz Consulting Inc		Accounts Payable	-22.52	98,487.48
	Bill Pmt-Check	09/06/2006	1005	VRG Design Inc		Accounts Payable	-29,875.00	68,612.48
	Bill Pmt-Check	09/06/2006	1006	Salter Harlan Group		Accounts Payable	-4,500.00	64,112.48
	Bill Pmt-Check	09/06/2006	1007	Craig Dunlap		Accounts Payable	-5,272.50	58,839.98
	Deposit	09/11/2006		D&D Properties, LLC	Initial Investment	Contributions	50,000.00	108,839.98
	Deposit	09/12/2006		Robert Ray	Loan till 01/07 @ 20% pmt annum	Capital	2,500,000.00	3,088,759.98
	Deposit	09/12/2006		The Rogers Family 2004 Irrevocable Tru	CC for closing	Contributions	500,000.00	3,588,759.98

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,659,749.58
Check	09/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,659,739.58
Deposit	09/13/2006		Eric Rietz	Initial Investment	Contributions	20,000.00	3,719,739.58
Deposit	09/13/2006		Go Global, Inc.	Temp Loan via Peacan Street Plaza	Due (to) from PSP	600,000.00	4,319,739.58
Deposit	09/13/2006		Go Global, Inc.	Advance from OG NSB LOC for closing	Contributions	850,000.00	5,169,739.58
Deposit	09/14/2006		Peacan Street Plaza, LLC	Temp Loan	Due (to) from PSP	40,000.00	5,209,739.58
Check	09/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-30,000.00	5,179,739.58
Check	09/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-5,150,000.00	29,739.58
Deposit	09/14/2006		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	25.00	29,764.58
Check	09/14/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	29,739.58
Deposit	09/25/2006		Nevada Title	Buyer Refund	Boulder Property	10,370.10	40,109.68
Check	09/26/2006	1008	Slater Harlan Group		Accounts Payable	-8,600.00	33,309.68
Check	10/05/2006	1009	Secretary of State	Certificate of Good Standing	Business Licenses & Fees	-50.00	33,259.68
Deposit	10/24/2006		Go Global, Inc.	Yom, LLC contribution for Antonio Nevada, LLC	Capital	500,000.00	533,259.68
Check	10/24/2006	1010	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	354,509.68
Check	11/01/2006	1011	Bureau of Land Management	Transfer of Right of Way Grant	Engineering Expense	-100.00	354,409.68
Check	11/15/2006	1012	Ogilil Singer	Police # 2026 CL	Liability	-2,948.81	351,460.87
Check	11/30/2006	1013	Alliance Mortgage		Accounts Payable	-178,750.00	172,712.87
Bill Print - Check	12/05/2006	1014	Mercury LDO		Accounts Payable	-5.39	172,707.48
Bill Print - Check	12/05/2006	1016	Redneck Enterprises, LLC		Accounts Payable	-525.00	172,182.48
Bill Print - Check	12/05/2006	1015	Slater Harlan Group		Accounts Payable	-8,605.00	166,577.48
Deposit	12/21/2006		Go Global, Inc.	CC Cover Alliance Interest Payment	Contributions	20,000.00	186,577.48
Check	12/21/2006	1017	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	6,827.48
Deposit	12/29/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	Due (to) from Realized Gains	100,000.00	106,827.48
Check	12/29/2006		Desert Lake Country Club		Gun Club Inventory	-100,000.00	6,827.48
Check	01/03/2007	1018	Jared Smith	RE: 12/27/06 Staff Expense Report	Due (to) from Jared Smith	-233.93	6,593.55
Check	01/09/2007	1019	County Clerk	VOID FE-12 of fee costs	Business Licenses & Fees	0.00	6,593.55
Check	01/09/2007	1020	Wayne Collier	VOID SE-12 of fee costs	Due (to) from Desert Lakes Hldg	0.00	6,593.55
Check	01/10/2007	1021	Wayne Collier	RE: 1/2 of the costs	Due (to) from Desert Lakes Hldg	-187.36	6,406.19
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	Due (to) from Desert Lakes Hldg	-2,500.00	3,906.19
Check	01/16/2007	1022	Edlyline Investments, LLC	Temp Loan to cover opening of new account	Due (to) from Desert Lakes Hldg	-100.00	3,806.19
Deposit	01/16/2007		Go Global, Inc.	CC Payback RG loan	Contributions	50,000.00	53,806.19
Check	01/18/2007	1025	Realized Gains, LLC	Partial payback for 12/28/06 loan	Due (to) from Realized Gains	-50,000.00	3,806.19
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	Due (to) from Jared Smith	568.50	3,217.69
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-3,500.00	717.69
Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings	Due (to) from Desert Lakes Hldg	-125.00	592.69
Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	Due (to) from Desert Lakes Hldg	-175.00	417.69
Check	01/25/2007	1030	Fitch Ammunition	Ammo Order	Due (to) from Desert Lakes Hldg	-8,685.30	-8,278.61
Deposit	01/26/2007		Edlyline Investments, LLC	Capital Contribution	Contributions	50,000.00	41,721.39
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-30,000.00	21,721.39
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	-20,000.00	1,721.39
Deposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	Contributions	120,000.00	121,721.39
Check	01/31/2007	1033	Realized Gains, LLC	Payback 12/28/06 loan	Due (to) from Realized Gains	-50,000.00	71,721.39
Check	01/31/2007	1034	Peacan Street Plaza, LLC	Payoff 9/14/06 loan & portion of 8/13/06 loan	Due (to) from PSP	-68,000.00	6,721.39
Bill Print - Check	02/05/2007	1035	Mercury LDO		Accounts Payable	-5.39	6,716.00
Check	02/05/2007	1036	Able Lock & Alarm	Inv# 15117 for Dup Keys	Due (to) from Desert Lakes Hldg	-240.62	6,475.38
Deposit	02/06/2007		Ogilil Singer	Refund to Client	Liability	13.71	6,489.09
Check	02/06/2007	1037	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	-172,260.91
Deposit	02/07/2007		The Region Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	Contributions	178,750.00	6,489.09
Deposit	03/05/2007		The Region Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	Contributions	178,750.00	185,239.09
Check	03/05/2007	1038	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	6,489.09

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	03/06/2007		Go Global, Inc	CC Cover Appraisal Fee	Contributions	5,000.00	11,489.09
Check	03/08/2007		ANB Financial	Service Charge	Bank Service Charge	-31.11	11,457.98
Check	03/15/2007	1038	Mercury LCO		Appraisal Fees	-7,500.00	3,957.98
Bill Print-Check	03/19/2007	1040	Mercury LCO		Accounts Payable	-13.98	3,944.00
Bill Print-Check	03/26/2007	1041	Pecan Street Plaza, LLC		Accounts Payable	-23.27	3,920.73
Check	03/26/2007	1042		Partial Loan Payment	Due (to) from PSP	-1,000.00	2,921.13
Deposit	03/30/2007			Deposit	Undeposited Funds	17,625.00	20,546.13
Deposit	03/30/2007		Dewett Lakes Holdings, LLC		Personal Property Contributions	734.02	21,280.15
Deposit	04/08/2007		The Rughoff Family 2004 Irrevocable Tru	1/2 of personal property tax from PHMC via DLH	Contributions	89,375.00	110,655.15
Check	04/08/2007	1043	Alliance Mortgage	CC to cover 1/2 of Alliance Interest Pymt	Mortgage	-178,750.00	-68,094.85
Deposit	04/08/2007		Go Global, Inc	Interest Payment on Alliance Mortgage Note	Contributions	90,000.00	21,905.15
Check	04/09/2007		Go Global, Inc	Service Charge	Bank Service Charge	-1.10	21,904.05
Check	04/11/2007	1044	Clark County Assessor		Personal Property	-1,618.60	20,285.45
Check	04/24/2007	1045	Go Global, Inc.	Payoff previous loans	Due (to) from Go Global	-493.76	19,791.69
Check	04/24/2007	1046	LVWD		Voter	-219.16	19,572.53
Check	04/24/2007	1047	Pro-Flame Gas		Gas & Electric	-1,576.77	17,995.76
Bill Print-Check	04/24/2007	1049	Kimley-Horn and Associates Inc		Accounts Payable	-6,554.50	12,441.26
Bill Print-Check	04/24/2007	1048	Mercury LCO		Accounts Payable	-105.97	12,335.29
Check	04/24/2007		Integrity Engineering	Shared engineering expense inv# 73-101-05	Due (to) from Canamex Nevada	-2,536.52	9,798.77
Deposit	04/25/2007	1050		Deposit	Undeposited Funds	10,500.00	20,298.77
Deposit	04/30/2007		Go Global, Inc	CC To cover interest expense	Contributions	240,000.00	260,298.77
Check	04/30/2007	1051	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-179,500.00	81,798.77
Bill Print-Check	04/30/2007	1053	OGI Environmental, LLC		Accounts Payable	-500.00	81,245.77
Bill Print-Check	04/30/2007	1052	Rietz Consulting Inc		Accounts Payable	-59,500.00	21,745.77
Check	05/14/2007	1054	Summer Reliance		Accounts Payable	-48.75	21,696.02
Deposit	05/15/2007		Go Global, Inc	RE Staff Expense Report 5/14/07	Due (to) from Summer Reliance	285,000.00	306,696.02
Check	05/15/2007	1055	Robert Ray	CC Cover Robert Ray Payback	Contributions	-285,561.00	23,134.42
Check	05/15/2007	1056	Alliance Mortgage	Payoff 5/12/06 loan	SPLIT-	-250.00	22,884.42
Deposit	05/15/2007		Go Global, Inc	Remainder of May Interest Payment (paid only \$178,500)	Mortgage	10,000.00	32,884.42
Check	05/15/2007	1057	Pecan Street Plaza, LLC	CC Cover PSP Payment	Contributions	-15,000.00	17,884.42
Bill Print-Check	05/15/2007	1058		Partial Loan Payment	Due (to) from PSP	-526.62	17,357.80
Bill Print-Check	05/15/2007	1060	Nevada Power		Accounts Payable	-370.64	16,987.16
Bill Print-Check	05/15/2007	1069	Pro-Flame Gas	VOID	Accounts Payable	0.00	16,987.16
Bill Print-Check	05/15/2007	1081	Nevada Power		Accounts Payable	-171.63	16,815.53
Check	05/17/2007	1083	Clark County	Presaplication submittal for non conforming zone change	Accounts Payable	-500.00	16,315.53
Check	05/17/2007	1082	Desert Lake Shooting Club		Engineering Expense	-500.00	15,815.53
Bill Print-Check	05/21/2007	1085	LL Bradford & Company, LLC		Accounts Payable	-203.00	15,612.53
Bill Print-Check	05/21/2007	1084	Pecan Street Plaza, LLC		Accounts Payable	-1,360.00	14,252.53
Check	05/22/2007	1086		Partial Loan Payment	Due (to) from PSP	-5,000.00	9,252.53
Deposit	05/23/2007		The Rughoff Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payment	Contributions	178,750.00	188,132.53
Bill Print-Check	05/24/2007	1087	Kimley-Horn and Associates Inc		Accounts Payable	-2,572.68	185,559.85
Deposit	05/24/2007		Go Global, Inc	CC Cover PSP Pymt	Contributions	5,000.00	190,559.85
Check	05/24/2007	1088	Pecan Street Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-5,000.00	185,559.85
General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	2,818,715.18	3,004,275.03
Bill Print-Check	06/12/2007	1077	LVWD		Accounts Payable	-6,534.74	2,997,740.29
Bill Print-Check	06/12/2007	1078	Slater Harkins Group	Capital Distribution	Accounts Payable	-7,020.00	2,990,720.29
Check	06/14/2007	1079	he Rughoff Family 2004 Irrevocable Tru	Capital Distribution	Distributions	-200,000.00	2,790,720.29
Check	06/14/2007	1080	Go Global, Inc	Loan Payoff (Deposit accidentally to MTC)	Distributions	-200,000.00	2,590,720.29
Check	06/14/2007	1081	Pecan Street Plaza, LLC	Loan Payoff	Unategorized Expense	-549,000.00	2,041,720.29
Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoff	Due (to) from PSP	-1,452,720.29	1,452,720.29
Deposit	06/14/2007		MT Charleston View, LLC	Payback for 6/14/07 check 1081 deposit error	Unategorized Expense	549,000.00	2,041,720.29

Eldorado Hills, LLC General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	06/18/2007	EFT	Nevada Power	Interest Pymt to Loan# 150000170	Accounts Payable	-1,082.29	2,040,538.00
Check	06/19/2007	1083	ANB Financial	Refund of credit balance on Eldorado Camdaga Corp Pym	Mortgage	-173,897.26	1,866,740.74
Deposit	06/22/2007		LIVWDD	Temp Loan	Water	269.84	1,867,010.58
Transfer	06/26/2007	1084	Go Global, Inc.	Xfer to Money Market Account	Due (to) from Go Global	-275,000.00	1,592,010.58
Check	06/27/2007	1085	Go Global, Inc.	Temp Loan	NSB Money Market	-1,300,000.00	297,010.58
Deposit	06/27/2007		Nevada Water	Deposit	Due (to) from Go Global	22,500.00	97,010.58
Deposit	07/03/2007		Go Global, Inc.	Payback overpayment of loan for 8/1/2006 corrected trans	Undeposited Funds	275.00	119,785.58
Bill Pmt-Check	07/10/2007	1086	Altaba Fire Equipment	Repairs & Painting on Warehouse	Accounts Payable	-1,084.88	118,100.70
Check	07/12/2007	1087	Bryan Steed		Repairs	-3,000.00	115,100.70
Bill Pmt-Check	07/13/2007	1089	Boyd Consulting, LLC		Accounts Payable	-2,000.00	113,100.70
Bill Pmt-Check	07/13/2007	1090	Kimley-Horn and Associates Inc		Accounts Payable	-25,240.95	87,859.75
Bill Pmt-Check	07/13/2007	1091	Salter Harlan Group		Accounts Payable	-2,670.00	85,189.75
Bill Pmt-Check	07/13/2007	EFT	LIVWDD		Accounts Payable	-371.42	84,818.33
Check	07/13/2007	1088	Summer Rollman	RE: 7/13/07 Staff Expense Report	Due (to) from Summer Rollman	-41.00	84,777.33
Bill Pmt-Check	07/15/2007	1092	Robt Consulting Inc.		Accounts Payable	-55,500.00	29,277.33
Check	07/17/2007	1093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	300,000.00	329,277.33
Check	07/17/2007	1093	Jared Smith	RE: Ahern Rental & Reconcile Due to Balance	Due (to) from Jared Smith	-936.47	328,340.86
Check	07/17/2007	1094	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	160,053.19
Bill Pmt-Check	07/17/2007	1096	Serra Agency, LLC		Accounts Payable	-65,000.00	95,053.19
Check	07/17/2007	1098	Go Global, Inc.	Payback for FedEx charge on GG Annex	Due (to) from Go Global	-17.55	95,035.64
Bill Pmt-Check	07/18/2007	EFT	Nevada Power		Accounts Payable	-1,404.40	93,631.24
Bill Pmt-Check	07/25/2007	1100	Clark County Treasurer	11/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	81,210.99
Bill Pmt-Check	07/25/2007	1098	Kimley-Horn and Associates Inc.		Accounts Payable	-13,031.51	68,179.48
Bill Pmt-Check	07/25/2007	1097	Salter Harlan Group		Accounts Payable	-2,467.50	65,711.98
Check	07/25/2007	1099	Secretary of State	Annual Manager List Filing	Business Licenses & Fees	-125.00	65,586.98
Check	08/03/2007	1101	Bryan Steed	Painting of Warehouse	Repairs	-13,700.00	51,886.98
Check	08/09/2007	1102	Remington Financial Group, Inc.	Deposit for Loan Origination Fee	Loan Fees	-7,500.00	44,386.98
Bill Pmt-Check	08/11/2007	1104	Mercury LDO		Accounts Payable	-5.36	44,381.62
Bill Pmt-Check	08/11/2007	1106	Nevada Power		Accounts Payable	-2,441.81	41,939.81
Bill Pmt-Check	08/11/2007	1103	OGI Environmental, LLC		Accounts Payable	-1,631.15	40,308.63
Bill Pmt-Check	08/11/2007	1105	WRG Design Inc.		Accounts Payable	-2,500.00	37,808.63
Check	08/14/2007	1093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	160,000.00	197,808.63
Check	08/14/2007	1107	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	23,911.37
Check	08/17/2007	1108	Secretary of State	AOC & Initial List for Eldorado II	Business Licenses & Fees	-200.00	23,711.37
Check	08/17/2007	1109	Nevada Department of Taxation	NV Business License for Eldorado II, LLC	Business Licenses & Fees	-100.00	23,611.37
Check	08/17/2007	1110	Nevada Department of Taxation	NV Business License for Eldorado Hills, LLC	Business Licenses & Fees	-100.00	23,511.37
Bill Pmt-Check	08/20/2007	EFT	LIVWDD	Interest Payment on \$400K loan	Accounts Payable	-653.81	22,857.56
Deposit	08/20/2007		Go Global, Inc.		Accounts Payable	2,841.67	25,519.13
Bill Pmt-Check	09/05/2007	1115	Kent Anderson		Accounts Payable	-6,250.00	20,269.13
Bill Pmt-Check	09/05/2007	1112	Kimley-Horn and Associates Inc.		Accounts Payable	-8,203.64	13,985.49
Bill Pmt-Check	09/05/2007	1113	Mercury LDO		Accounts Payable	-20.36	13,965.13
Bill Pmt-Check	09/05/2007	1111	Salter Harlan Group		Accounts Payable	-16,185.00	-2,219.87
Bill Pmt-Check	09/05/2007	1114	Stipe-A-Lot		Accounts Payable	-5,604.47	-7,824.34
Check	09/07/2007	1094	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	197,000.00	189,175.86
Bill Pmt-Check	09/17/2007	EFT	Nevada Power		Accounts Payable	-1,808.96	187,366.70
Bill Pmt-Check	09/18/2007	EFT	LIVWDD		Accounts Payable	-563.79	186,802.91
Check	09/19/2007	1116	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	12,905.65
Check	09/19/2007	1117	State of Nevada AR Payments	Business License Fee for 2006, Rebate# 07000754377	Business Licenses & Fees	-100.00	12,805.65
Check	09/19/2007	1118	Jared Smith	RE: Ahern Rental for Warehouse Clean Up	Due (to) from Jared Smith	-932.37	11,873.28
Deposit	09/19/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	Contributions	2,230,000.00	2,241,873.28

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/20/2007		Arnone Nevada, LLC		Distributions	-2,230,000.00	11,873.28
Check	09/20/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	11,848.28
Deposit	09/21/2007		The Rugh Family 2004 Irrevocable Tru CC Cover Arnone Nevada Payment		Distributions	775,000.00	789,848.28
Check	09/21/2007		Arnone Nevada, LLC		Distributions	-775,000.00	19,848.28
Check	09/21/2007		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	-25.00	19,873.28
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	19,848.28
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	19,838.28
Bill Pmt-Check	09/24/2007	1120	Clark County Treasurer	11/07-5/00/08 Property Tax - Parcel# 185-11-002-001	Accounts Payable	-12,420.25	7,418.03
Bill Pmt-Check	09/24/2007	1118	Kimley-Horn and Associates Inc.	Consulting Fee Sept 07	Accounts Payable	-2,368.88	5,031.15
Check	10/03/2007	1121	Smith Consulting Inc.		Consulting	-3,333.00	1,698.15
Bill Pmt-Check	10/05/2007	1122	Owens Geotechnical, Inc.		Accounts Payable	-3,400.00	-701.85
Bill Pmt-Check	10/05/2007	1123	Salter Harlan Group		Accounts Payable	-9,707.50	-9,409.35
Bill Pmt-Check	10/05/2007	1124	Sale of Nevada AIR Payments		Accounts Payable	-100.00	-9,509.35
Bill Pmt-Check	10/05/2007	1125	WRG Design Inc.		Accounts Payable	-1,350.00	-10,859.35
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	200,000.00	186,140.65
Bill Pmt-Check	10/10/2007	1126	Mercury LDO		Accounts Payable	-119.37	186,024.28
Bill Pmt-Check	10/17/2007	EFT	Nevada Power		Accounts Payable	-1,622.77	187,401.51
Bill Pmt-Check	10/18/2007	1128	Applied Analysis		Accounts Payable	-8,225.00	178,176.51
Check	10/18/2007	1127	ANB Financial	Interest Pmt to Loan# 150000170	Accounts Payable	-168,267.67	9,889.84
Check	10/18/2007	1129	Jacob Fergold	VOID RE Continental Flight to LV for Investor Presentat	Mortgage	0.00	9,889.84
Bill Pmt-Check	10/22/2007	EFT	LVWWD		Travel	0.00	9,889.84
Deposit	10/24/2007			Deposit	Accounts Payable	-626.72	9,263.12
Check	10/24/2007	1130	D&D Properties, LLC	RE Continental Flight to LV for Tausada Investor Present	Undeposited Funds	1,600.00	10,863.12
Bill Pmt-Check	10/25/2007	1132	Boulder Disposal Inc		Travel	-5,471.00	5,381.12
Bill Pmt-Check	10/25/2007	1133	Pro-Flame Gas		Accounts Payable	-749.97	4,631.15
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	Accounts Payable	-64.65	4,566.50
Check	10/25/2007	1131	Clark County	NCZ Submittal Fee	NSB Money Market	8,000.00	12,566.50
Bill Pmt-Check	10/31/2007	1134	Kimley-Horn and Associates Inc.		Engineering Expense	-5,150.00	7,416.50
Bill Pmt-Check	10/31/2007	1135	Salter Harlan Group		Accounts Payable	-600.26	6,816.24
Check	10/31/2007	1136	Smith Consulting Inc	Consulting Fee Oct 07	Accounts Payable	-23,002.50	-16,186.26
Check	10/31/2007	1138	Bryan Steed	Parking of Warehouse & Water Tower	Consulting	-3,333.00	-19,819.26
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	Consulting	-3,333.00	-23,152.26
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Money Market	20,000.00	-3,152.26
Check	11/02/2007	1137	Salter Harlan Group	Balance for NCZ Clark County Submittal Fee	NSB Money Market	5,000.00	1,847.74
Check	11/02/2007		Ogilv & Mather	Policy # 2007 GL	Engineering Expense	-325.00	1,522.74
Check	11/02/2007	1139	Boulder Disposal Inc		Liability	-2,933.10	-1,410.36
Check	11/03/2007	1140	Eldorado Hills, LLC	Online Xfer to NSB Checking	Accounts Payable	-469.98	-1,910.34
Bill Pmt-Check	11/03/2007	EFT	Nevada Power		NSB Money Market	5,000.00	3,089.65
Bill Pmt-Check	11/16/2007	EFT	Go Global, Inc.	Loan to cover Nov ANB Interest Pmt	Accounts Payable	-1,420.50	1,569.16
Check	11/16/2007	1141	ANB Financial	Interest Pmt to Loan# 150000170	Contributions	174,000.00	175,689.16
Bill Pmt-Check	11/16/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 9, 10, 19	Mortgage	-173,897.26	1,771.90
Bill Pmt-Check	11/19/2007	EFT	LVWWD		Accounts Payable	-500.00	1,271.90
Deposit	11/21/2007		Benwood Gunsmithing	Deposit	Accounts Payable	-1,868.28	-596.49
Check	11/21/2007		Go Global, Inc.	CC Cover Expenses	Undeposited Funds	800.00	203.51
Check	11/21/2007	1143	Smith Consulting Inc	Consulting Fee Nov-07	Contributions	5,000.00	5,203.51
Deposit	12/07/2007		Canaltes Nevada, LLC	Investment into Eldorado Hills via Canalltes Nevada LLDue (K) from Canalltes Nevada	Consulting	-3,333.00	1,870.51
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NSB Money Market	1,500,000.00	1,501,870.51
Bill Pmt-Check	12/10/2007	1146	Applied Analysis		Accounts Payable	-1,450,000.00	51,870.51
Bill Pmt-Check	12/10/2007	1144	Boulder Disposal Inc		Accounts Payable	-5,650.00	46,220.51
Bill Pmt-Check	12/10/2007	1145	Kimley-Horn and Associates Inc.		Accounts Payable	-246.59	45,970.52
Bill Pmt-Check	12/10/2007	1147	Salter Harlan Group		Accounts Payable	-821.28	45,049.14
Check	12/10/2007				Accounts Payable	-1,552.50	43,496.64

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/10/2007	1148	Ratz Consulting Inc.	RE Planning Commission Lunch Meeting	Due (to) from Ratz Consulting	-56.00	43,441.64
Check	12/10/2007	1149	Daniel DaRmas	RE 12/07 & 11/28/07 Staff Expense Report	Due (to) from Dan DaRmas	-399.86	43,041.68
Check	12/10/2007	1150	Mt. Charleston View, LLC	Rent for 2007 (Error check see to HPCCH)	Rent	-15,000.00	28,041.68
Deposit	12/10/2007		Mt. Charleston View, LLC	Payback 12/10/07 deposit error for check# 1150		15,000.00	43,041.68
Check	12/10/2007	1151	HPCCH, LLC	Rent for 2007	Rent	-15,000.00	28,041.68
Deposit	12/21/2007		Go Global, Inc.	C.C. Cover ANB Interest Payment	Contributions	175,000.00	203,041.68
Check	12/21/2007	1152	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.87	34,754.01
Bill Pmt-Check	12/24/2007	EFT	LVWNO		Accounts Payable	-493.30	34,260.62
Deposit	12/26/2007		Go Global, Inc.	C.C. Cover Engineering Expenses	Contributions	25,000.00	59,260.62
Bill Pmt-Check	12/26/2007	1153	Owens Geotechnical, Inc.		Accounts Payable	-43,610.00	15,650.62
Bill Pmt-Check	12/26/2007	1154	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Endr	Accounts Payable	-100.00	15,550.62
Check	12/26/2007	1155	Smith Consulting Inc.	Consulting Fee Dec-07	Consulting	-3,333.00	12,217.62
Bill Pmt-Check	01/07/2008	EFT	Nevada Power		Accounts Payable	-1,243.33	10,974.29
Deposit	01/09/2008			Deposit	Undeposited Funds	600.00	11,574.29
Bill Pmt-Check	01/10/2008	1156	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.05	-645.76
Check	01/10/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,142.57	2,486.81
Deposit	01/10/2008		Go Global, Inc.	Loan to cover expenses	Contributions	20,000.00	22,486.81
Bill Pmt-Check	01/11/2008		Mabo International	Wire Transfer	Accounts Payable	-7,986.50	14,500.31
Bill Pmt-Check	01/15/2008	1157	RUSH-OURGRAFFIC		Accounts Payable	-1,300.00	13,200.31
Bill Pmt-Check	01/17/2008	EFT	LVWNO		Accounts Payable	-462.09	12,738.22
Bill Pmt-Check	01/25/2008	1158	Boulder Disposal Inc.	Ongoing NOTOT Coordination	Accounts Payable	-249.99	12,488.23
Bill Pmt-Check	01/25/2008	1159	Kintley-Horn and Associates Inc.	Geotech Services for Rinker Quarry Site	Accounts Payable	-283.50	12,204.73
Bill Pmt-Check	01/25/2008	1160	Owens Geotechnical, Inc.	Online Xfer to NSB Checking	NSB Money Market	5,000.00	9,077.23
Check	02/01/2008		Eldorado Hills, LLC	RE 12/08 Staff Expense Report		-345.00	8,732.23
Check	02/01/2008	1161	Daniel DaRmas	Consulting Fee Jan-08	Consulting	-3,333.00	5,399.23
Check	02/19/2008	1162	Smith Consulting Inc.		Accounts Payable	-1,018.66	4,380.24
Bill Pmt-Check	02/19/2008	EFT	LVWNO		Accounts Payable	-150.06	4,230.19
Check	02/21/2008	1164	DOIRLM	Interest Pymt to Loan# 150000170	Mortgage	-172,897.26	-168,667.07
Check	02/21/2008		ANB Financial	Service Charge	Bank Service Charge	-45.34	-168,712.41
Deposit	02/23/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	Contributions	180,000.00	10,287.58
Bill Pmt-Check	02/23/2008	1165	Boulder Disposal Inc.		Accounts Payable	-262.49	10,025.10
Bill Pmt-Check	02/23/2008	1166	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	-2,395.15
Deposit	02/23/2008		Go Global, Inc.	Loan to cover property tax	Contributions	10,000.00	7,604.85
Bill Pmt-Check	02/26/2008	EFT	Nevada Power	Consulting Fee Feb-08	Accounts Payable	-2,980.18	4,624.67
Check	02/26/2008	1167	Smith Consulting Inc.	Online Xfer	Consulting	-3,333.00	1,291.67
Deposit	02/26/2008		Eldorado Hills, LLC		NSB Money Market	5,108.99	6,398.66
Bill Pmt-Check	02/29/2008	1168	Kintley-Horn and Associates Inc.		Accounts Payable	-3,983.13	2,415.53
Bill Pmt-Check	02/29/2008	1169	OGL Environmental, LLC		Accounts Payable	-850.00	1,565.53
Check	02/29/2008	1170	Daniel DaRmas	RE 2/29/08 Staff Expense Report	Due (to) from Dan DaRmas	-154.00	1,411.53
Bill Pmt-Check	03/03/2008	1172	Kent Anderson		Accounts Payable	-13,437.50	-11,625.97
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	15,000.00	3,374.03
Bill Pmt-Check	03/17/2008	EFT	LVWNO		Accounts Payable	-282.37	3,111.66
Check	03/19/2008		Nevada Power		Gas & Electric	-1,403.46	1,708.21
Deposit	03/24/2008		Benwood Gunsmithing	Deposit	Undeposited Funds	1,120.00	2,828.21
Deposit	03/24/2008		Nevada Water	Deposit	Undeposited Funds	15,000.00	17,828.21
Check	03/24/2008		ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-162,678.08	-144,849.87
Deposit	03/25/2008	1173	Desert Lakes Holdings, LLC	March 2008 Rent	Rental Income	5,000.00	-139,849.87
Payment	03/25/2008	17994	Nevada Water	Loan to cover interest payments	Accounts Receivable	15,000.00	-124,849.87
Deposit	03/28/2008		Go Global, Inc.		Contributions	188,000.00	43,150.13
Bill Pmt-Check	03/31/2008	1175	Boulder Disposal Inc.		Accounts Payable	-262.49	42,887.64

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	03/31/2008	1176	Boyd Consulting, LLC	Meeting w/ S and BLM	Accounts Payable	-1,126.00	41,762.84
Bill Pmt-Check	03/31/2008	1174	Kendle-Horn and Associates Inc.		Accounts Payable	-389.65	41,372.99
Check	03/31/2008	1177	Daniel Dukemats	RE 3/31/08 Staff Expense Report	Due (to) from Dan Dukemats	-213.01	41,159.98
Bill Pmt-Check	03/31/2008	1178	AMT		Accounts Payable	-9,100.00	32,059.98
Deposit	03/31/2008		Desert Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00	37,059.98
Deposit	03/31/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	47,059.98
Check	03/31/2008	1171	Orgill Singer	Add Additional Insured	Liability	-103.80	46,956.08
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	20,000.00	66,956.08
Check	04/12/2008	1170	Go Global, Inc	Payment for Continental Ticket charged on GG Aves	Due (to) from Go Global	-1,120.00	65,836.08
Deposit	04/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	75,836.08
Bill Pmt-Check	04/14/2008	1180	Boulder Disposal Inc		Accounts Payable	-262.49	75,573.59
Bill Pmt-Check	04/14/2008	1181	LL Bradford & Company, LLC		Accounts Payable	-1,550.00	74,023.59
Bill Pmt-Check	04/15/2008	EFT	LVMMD		Accounts Payable	-228.44	73,795.15
Bill Pmt-Check	04/16/2008	EFT	Nevada Power		Accounts Payable	-1,369.64	72,425.51
Deposit	04/21/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	77,425.51
Check	04/22/2008	1182	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	-96,469.75
Deposit	04/26/2008		Homesstead 2001, LLC	Temp Loan	Due (to) from Homesstead 2001	100,000.00	3,510.25
Deposit	05/02/2008		Go Global, Inc	Loan to cover interest payments	Go Global Note Payable @ 22%	100,000.00	103,510.25
Check	05/02/2008	1183	Homesstead 2001, LLC	Loan Payback	Due (to) from Homesstead 2001	-100,000.00	3,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	8,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	13,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	18,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	5,000.00	23,510.25
Bill Pmt-Check	05/09/2008		Mabo International	Loan Pymt	Accounts Payable	-7,986.50	15,513.75
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	20,000.00	35,513.75
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Warehouse Rental	Rental Income	2,000.00	37,513.75
Bill Pmt-Check	05/15/2008	EFT	Nevada Power		Accounts Payable	-1,209.89	36,313.76
Bill Pmt-Check	05/19/2008	1184	Boulder Disposal Inc		Accounts Payable	-262.49	35,851.27
Bill Pmt-Check	05/19/2008	1185	Stater Hamilton Group		Accounts Payable	-550.00	35,401.27
Bill Pmt-Check	05/23/2008	EFT	LVMMD		Accounts Payable	-160.54	35,220.73
Check	05/23/2008	1186	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	-133,066.94
Payment	05/27/2008		Nevada Water		Accounts Receivable	15,000.00	-118,066.94
Deposit	05/29/2008	18174	The Rogoff Family 2004 Irrevocable Tru.CC for ANB Interest Pymt		Contributions	54,000.00	-64,066.94
Deposit	05/29/2008		Go Global, Inc	CC for ANB Interest Pymt	Contributions	54,000.00	-10,066.94
Deposit	05/29/2008		Go Global, Inc	Loan to cover ANB Interest Pymt	Accounts Receivable	25,000.00	14,933.06
Payment	05/30/2008	1038	Brimwood Gunsmithing		Accounts Receivable	1,600.00	16,533.06
Bill Pmt-Check	06/03/2008	EFT	Nevada Power		Accounts Payable	-1,249.67	15,273.39
Bill Pmt-Check	06/03/2008	1187	Salter Hamilton Group		Accounts Payable	-9,339.00	5,934.39
Deposit	06/12/2008		VTI Associates	Deposit	Rental Income	1,700.00	7,634.39
Bill Pmt-Check	06/16/2008	EFT	LVMMD		Accounts Payable	-416.92	7,217.47
Bill Pmt-Check	06/16/2008	1188	Boulder Disposal Inc		Accounts Payable	-262.49	6,954.98
Bill Pmt-Check	06/16/2008	1189	41V Division of Environmental Protection Annual Fee for 7/1/08-6/30/09		Accounts Payable	-300.00	6,654.98
Deposit	06/16/2008		Pulaski Bank	FDC insured \$ + interest from ANS Closure	Pulaski Bank MMA	100,151.08	106,806.06
Check	06/19/2008	1190	Clark County Assessor	Acct# 117027-99	Personal Property	-1,448.81	105,357.45
Deposit	06/27/2008		The Rogoff Family 2004 Irrevocable Tru.CC for ANB Interest Payment		Contributions	34,000.00	139,357.45
Deposit	06/27/2008		Go Global, Inc	CC for ANB Interest Payment	Contributions	34,000.00	173,357.45
Deposit	07/02/2008		Nevada Water	Deposit	Undeposited Funds	15,000.00	188,357.45
Check	07/02/2008	1191	FDC as receiver for ANB Commercial Interest Payment on out ANB Loan		Mortgage	-168,000.00	20,357.45
Deposit	07/09/2008		Desert Lakes Holdings, LLC	Deposit	Contributions	73,870.00	94,227.45
Bill Pmt-Check	07/17/2008	EFT	LVMMD		Accounts Payable	-577.53	93,649.92
Bill Pmt-Check	07/17/2008	EFT	Nevada Power		Accounts Payable	-1,326.80	92,323.12

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Print-Check	07/21/2008	1192	AMT		Accounts Payable	-3,600.00	88,423.12
Bill Print-Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-262.49	88,160.63
Bill Print-Check	07/21/2008	1195	FedEx		Accounts Payable	-40.36	88,119.65
Check	07/28/2008	1196	Secretary of State	Annual Let Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees	-250.00	87,869.65
Bill Print-Check	08/04/2008	1198	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-13,413.87	74,455.78
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	-60,000.00	14,455.78
Bill Print-Check	08/04/2008	1197	State of Nevada Business License Renewal		Accounts Payable	-100.00	14,355.78
Bill Print-Check	08/11/2008	1186	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-273.29	14,082.49
Bill Print-Check	08/12/2008	1189	Rent Consulting Inc		Accounts Payable	-2,015.00	12,067.49
Bill Print-Check	08/13/2008	EFT	LVWWD		Accounts Payable	-523.83	11,543.66
Bill Print-Check	08/15/2008	EFT	Nevada Power		Accounts Payable	-1,417.28	10,126.38
Bill Print-Check	09/17/2008	1200	Boulder Disposal Inc	Customer# 30-89 0	Accounts Payable	-273.29	9,853.09
Bill Print-Check	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Print-Check	09/17/2008	1201	State of Nevada Business License Renewal	010-1005607358	Accounts Payable	-100.00	8,234.07
Deposit	09/17/2008		Bentwood Greening	Deposit	Undeposited Funds	1,600.00	9,834.07
Bill Print-Check	09/18/2008	1202	Rent Consulting Inc		Accounts Payable	-600.00	9,234.07
Bill Print-Check	09/19/2008	EFT	LVWWD		Accounts Payable	-866.61	8,427.16
Deposit	10/01/2008		Bentwood Greening	Deposit	Undeposited Funds	2,860.00	11,307.16
Deposit	10/01/2008		Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	Undeposited Funds-Holding	9,020.00	16,327.16
Bill Print-Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-13,413.87	2,913.29
Deposit	10/10/2008		Desert Lakes Holdings LLC	Loan Print (booked as rent)	Due (to) from Desert Lakes Hdg	10,000.00	12,913.29
Bill Print-Check	10/16/2008	EFT	Nevada Power		Accounts Payable	-1,241.36	11,671.93
Bill Print-Check	10/20/2008	EFT	LVWWD		Accounts Payable	-289.40	11,382.53
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00	61,382.53
Check	10/27/2008	1204	Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%	-55,000.00	6,382.53
Bill Print-Check	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945.53
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Print	Due (to) from Desert Lakes Hdg	10,000.00	13,945.53
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,000.00	16,945.53
Check	10/27/2008	1206	Go Global, Inc	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%	-15,000.00	1,945.53
Check	11/13/2008		LVWWD	Water	Rental Income	-200.48	1,745.05
Deposit	11/14/2008		Bentwood Greening	October-08 Rent	Gas & Electric	800.00	2,545.05
Check	11/20/2008	EFT	Nevada Power		Unategorized Expense	-1,157.21	1,387.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Olivas		-1,367.84	0.00
Total NSB Checking							0.00
NSB Money Market							0.00
Transfer	06/27/2007		Xfer to Money Market Account		NSB Checking	1,300,000.00	1,300,000.00
Deposit	06/27/2007		Interest		Interest Income	66.96	1,300,066.96
Check	07/17/2007	0091	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-300,000.00	1,000,066.96
Check	07/25/2007	0092	Go Global, Inc	Loan to pay LOC	Go Global Loan @ 8.25%	-400,000.00	600,066.96
Deposit	07/27/2007		Interest		Interest Income	1,914.61	601,981.57
Check	08/14/2007	0093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-160,000.00	441,981.57
Deposit	08/31/2007		Interest		Interest Income	1,990.39	443,971.96
Check	09/07/2007	0094	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-197,000.00	246,971.96
Deposit	09/28/2007		Interest		Interest Income	1,149.29	248,121.25
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-200,000.00	48,121.25
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-8,000.00	40,121.25
Deposit	11/01/2007		Interest		Interest Income	467.26	40,588.51
Deposit	11/02/2007		Online Transfer		NSB Checking	-20,000.00	20,588.51
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-5,000.00	15,588.51
Check	11/09/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	10,588.51

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Print-Check	11/27/2007	0086	Owens Geotechnical, Inc.			-1,500.00	
Check	11/30/2007			Service Charge	Accounts Payable	-10.00	2,338.63
Deposit	11/30/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	Bank Service Charge	44.59	2,393.22
Check	12/05/2007		Go Global, Inc.	Interest	NSB Checking	-1,450,000.00	1,452,373.22
Check	12/14/2007	1142		Service Charge	Consulting	-1,420,000.00	30,373.22
Check	12/31/2007			Interest	Bank Service Charge	-10.00	32,363.22
Deposit	12/31/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	Interest Income	779.35	33,142.57
Deposit	01/31/2008			Interest	NSB Checking	-3,142.57	30,000.00
Deposit	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	Interest Income	106.99	30,106.99
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	25,106.99
Deposit	02/29/2008			Interest	NSB Checking	-5,005.99	20,100.00
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	Interest Income	67.56	20,097.56
Deposit	03/31/2008			Interest	NSB Checking	-15,000.00	5,097.56
Deposit	04/30/2008			Interest	Interest Income	19.39	5,086.95
Deposit	05/30/2008			Interest	Interest Income	11.73	5,098.68
Deposit	06/30/2008			Interest	Interest Income	10.99	5,109.67
Deposit	07/31/2008			Interest	Interest Income	11.35	5,121.02
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	Interest Income	11.38	5,132.40
Deposit	08/29/2008			Interest	NSB Checking	60,000.00	65,132.40
Check	09/30/2008	1002	Go Global, Inc	Interest Payment on 5/20/08 loan @ 22% through 10/17/08 as Note Payable @ 22%	Interest Income	172.44	65,254.84
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	Interest Income	146.65	65,401.49
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-50,000.00	15,401.49
Check	10/31/2008			Service Charge	NSB Checking	-3,000.00	12,401.49
Deposit	12/31/2008			Interest	Bank Service Charge	-10.00	143.81
Check	11/28/2008			Service Charge	Interest Income	115.50	259.31
Deposit	11/28/2008			Interest	Bank Service Charge	-10.00	249.31
Check	12/10/2008		Eldorado Hills, LLC	Account Closed Checks given to Melissa Olivas	Interest Income	0.52	250.13
				Uncategorized Expense		-250.13	0.00
						0.00	0.00
						0.00	0.00
Invoice	03/01/2007	100	Nevada Water	SPLIT:	Rental Income	17,625.00	17,625.00
Invoice	03/12/2007	101	Nevada Water	Undergrasped Funds	Rental Income	10,500.00	28,125.00
Payment	03/02/2007	16081	Nevada Water	Undergrasped Funds	Undergrasped Funds	-17,625.00	10,500.00
Payment	04/25/2007	16108	Nevada Water	Undergrasped Funds	Undergrasped Funds	-10,500.00	0.00
Invoice	06/01/2007	102	Nevada Water	Rental Income	Rental Income	15,000.00	15,000.00
Invoice	08/01/2007	103	Nevada Water	Rental Income	Rental Income	7,500.00	22,500.00
Payment	05/27/2007	16571	Berthwood Gunsmithing	Undergrasped Funds	Undergrasped Funds	-22,500.00	0.00
Invoice	08/01/2007	104	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	800.00
Invoice	10/01/2007	ren	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	1,600.00
Payment	10/24/2007		Berthwood Gunsmithing	Undergrasped Funds	Undergrasped Funds	-1,600.00	0.00
Payment	11/21/2007		Berthwood Gunsmithing	Undergrasped Funds	Undergrasped Funds	-800.00	-800.00
Invoice	12/01/2007	105	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	0.00
Invoice	12/01/2007	106	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	800.00
Payment	12/31/2007		Berthwood Gunsmithing	Undergrasped Funds	Undergrasped Funds	-800.00	0.00
Invoice	01/01/2008	111	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	800.00
Invoice	02/01/2008	112	Berthwood Gunsmithing	Rental Income	Rental Income	800.00	1,600.00

Total NSB Money Market

Petty Cash

Total Petty Cash

Accounts Receivable

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	02/15/2008	107	Nevada Water		Rental Income	15,000.00	16,500.00
Invoice	03/01/2008	113	Benwood Gunsmithing		Rental Income	800.00	17,300.00
Invoice	03/15/2008	109	Nevada Water		Rental Income	15,000.00	32,300.00
Payment	03/24/2008		Benwood Gunsmithing		Undeposited Funds	-1,120.00	31,280.00
Payment	03/24/2008	17925	Nevada Water		Undeposited Funds	-15,000.00	16,280.00
Invoice	03/26/2008	17984	Nevada Water		NSB Checking	800.00	2,080.00
Invoice	04/01/2008	114	Benwood Gunsmithing		Rental Income	15,000.00	17,080.00
Invoice	04/15/2008	110	Nevada Water		Rental Income	800.00	17,880.00
Invoice	05/01/2008	117	Benwood Gunsmithing		Rental Income	15,000.00	32,880.00
Invoice	05/15/2008	116	Nevada Water		NSB Checking	-15,000.00	17,880.00
Payment	05/27/2008	18174	Benwood Gunsmithing		NSB Checking	-1,600.00	16,280.00
Payment	05/30/2008	1038	Benwood Gunsmithing		Rental Income	800.00	17,080.00
Payment	06/01/2008	118	Nevada Water		Undeposited Funds	-15,000.00	2,080.00
Payment	07/01/2008	119	Benwood Gunsmithing		Rental Income	800.00	2,880.00
Invoice	08/01/2008	120	Benwood Gunsmithing		Rental Income	800.00	3,680.00
Payment	08/28/2008	1201	Benwood Gunsmithing		Undeposited Funds	-1,600.00	2,080.00
Invoice	09/01/2008	121	Benwood Gunsmithing		Rental Income	800.00	2,880.00
Payment	09/30/2008	1702	Benwood Gunsmithing	DLSC Reconn for Matt Babbs Rent	Undeposited Funds	-2,880.00	0.00
Total Accounts Receivable							0.00
Deposits for Closing							
General Journal	03/17/2008	5	he Rugh Family 2004 Irrevocable Tru EMO for purchase from Pan Metal Corporation (Paid w/c EMO)	Capital	Capital	250,000.00	0.00
General Journal	03/17/2008	12	Nevada Title	Capital	Capital	250,000.00	500,000.00
Check	09/14/2008		Closing Funds	NSB Checking	NSB Checking	30,000.00	530,000.00
Check	09/14/2008		Closing Funds	NSB Checking	NSB Checking	5,150,000.00	5,680,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Boulder Property	Boulder Property	-500,000.00	5,180,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Boulder Property	Boulder Property	-30,000.00	5,150,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Boulder Property	Boulder Property	-5,150,000.00	0.00
Total Deposits for Closing							0.00
Due (to) from Other Party							
Due (to) from Dan DeArmas							
General Journal	10/17/2007		Office Depot	CD Jewel Cases	Office Supplies	-34.99	0.00
General Journal	12/05/2007		Software King	Microsoft Project	Office Supplies	-374.97	-399.96
Check	12/10/2007	1149	Daniel DeArmas	RE: 12/05/07 & 11/29/07 Staff Expense Report	NSB Checking	399.96	0.00
General Journal	01/30/2008		NAIOP	Buyers Guide Listing	Marketing Expense	-345.00	-345.00
Check	02/01/2008	1161	Daniel DeArmas	RE: 12/03/08 Staff Expense Report	NSB Checking	345.00	0.00
General Journal	02/12/2008		Southwest Airlines	Travel	Travel	-154.00	-154.00
Check	02/29/2008	1170	Daniel DeArmas	RE: 2/28/08 Staff Expense Report	NSB Checking	154.00	0.00
General Journal	03/31/2008	1177	Daniel DeArmas	Supplies for Marketing presentation	Office Supplies	-213.01	-213.01
Check	03/31/2008		Daniel DeArmas	RE: 3/31/08 Staff Expense Report	NSB Checking	213.01	0.00
Total Due (to) from Dan DeArmas							0.00
Due (to) from Rietz Consulting							
General Journal	11/27/2007		McConnell & Schmitt	Planning Commissioner Meeting	Meals & Entertainment	-55.00	-55.00
Check	12/10/2007	1148	Rietz Consulting Inc.	RE: Planning Commission Lunch Meeting	NSB Checking	55.00	0.00
Total Due (to) from Rietz Consulting							0.00
Due (to) from Jared Smith							
General Journal	12/10/2008	16		Gas Mileage to Gun Club	Mileage Expense	-36.00	-36.00

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	12/28/2006	15	Lowell	Paid	Repairs	-17.93	-53.93
General Journal	12/29/2006	17		Gas Mileage to Gun Club	Mileage Expense	-56.00	-89.93
General Journal	01/02/2007	18		Gas Mileage to Gun Club	Mileage Expense	-36.00	-125.93
General Journal	01/03/2007	19		Gas Mileage to Gun Club	Mileage Expense	-36.00	-161.93
Check	01/03/2007	1018	Jared Smith	RE: 12/27/06 Staff Expense Report	NSB Checking	233.93	72.00
General Journal	01/03/2007	23	Pancake House		Meals & Entertainment	-19.23	52.77
General Journal	01/04/2007	20		Gas Mileage to Gun Club	Mileage Expense	-36.00	16.77
General Journal	01/04/2007	24	The Home Depot		Tools & Misc. Equipment	-249.72	-232.96
General Journal	01/04/2007	25		Gas Mileage to Gun Club	Mileage Expense	-36.00	-268.96
General Journal	01/05/2007	21		Gas Mileage to Gun Club	Mileage Expense	-36.00	-304.96
General Journal	01/08/2007	27	USPS	Membership Mailings	Postage & Delivery	-95.84	-400.80
Check	01/12/2007	1022	Edgelyne Investments, LLC	Temp Loan to cover opening of new account	NSB Checking	100.00	-300.80
General Journal	01/16/2007	28	NSCA	NSCA Membership	Dues & Subscriptions	-100.00	-400.80
General Journal	01/16/2007	29	Clark County	Febious Name Filing	Business Licenses & Fees	-20.00	-420.80
General Journal	01/16/2007	31		Gas for GMC	Gas	-12.40	-432.90
General Journal	01/17/2007	26		Gas Mileage to Gun Club	Mileage Expense	-36.60	-469.50
General Journal	01/17/2007	30	Clark County	Febious Name Filing	Business Licenses & Fees	-20.00	-489.50
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	NSB Checking	588.50	100.00
General Journal	07/09/2007		Alvern Rentals	Rental for painting	Equipment Rental	-1,035.47	-935.47
Check	07/17/2007	1093	Jared Smith	RE: Alvern Rental & Receipt Due to Balance	NSB Checking	936.47	0.00
General Journal	08/18/2007		Alvern Rentals	Skiploader for Warehouse clean up	Equipment Rental	-692.37	-692.37
Check	08/19/2007	1118	Jared Smith	RE: Alvern Rental for Warehouse Clean Up	NSB Checking	992.37	0.00
Total Due (to) from Jared Smith							0.00
Due (to) from Robert Ray							0.00
Deposit	05/12/2005		Robert Ray	Loan all 01/07 @ 20% per annum	NSB Checking	-500,000.00	-500,000.00
Check	05/15/2007	1055	Robert Ray	Payoff \$17,000 loan	NSB Checking	250,000.00	-250,000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	-SPLIT-	250,000.00	0.00
Total Due (to) from Robert Ray							0.00
Due (to) from Summer Relianas							0.00
General Journal	04/12/2007		Temble Herbat	Gas	Gas	-49.75	-49.75
Check	05/14/2007	1054	Summer Relianas	RE: Staff Expense Report 6/14/07	NSB Checking	49.75	0.00
General Journal	07/13/2007		USPS	Stamps	Postage & Delivery	-41.00	-41.00
Check	07/13/2007	1088	Summer Relianas	RE: 7/13/07 Staff Expense Report	NSB Checking	41.00	0.00
Total Due (to) from Summer Relianas							0.00
Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party							0.00
Due (to) from Related Party							0.00
Due (to) from Homestead 2881							0.00
Deposit	04/26/2008		Homestead 2001, LLC	Temp Loan	NSB Checking	-100,000.00	-100,000.00
Check	05/02/2008	1183	Homestead 2001, LLC	Loan Payback	NSB Checking	100,000.00	0.00
Total Due (to) from Homestead 2001							0.00
Due (to) from Desert Lakes Hdg							0.00
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Gun Club Inventory	100,000.00	100,000.00
Check	01/05/2007	1020	Wayne Collier	VGID: RE: 1/2 of the costs	NSB Checking	0.00	100,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	01/10/2007	1021	Valerie Collier	RE: 1/2 of fees costs		187.36	100,187.36
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NSB Checking	2,500.00	102,687.36
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	2,500.00	105,187.36
Check	01/24/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, LLC	NSB Checking	125.00	105,312.36
Check	01/25/2007	1030	Fiocchi Ammunition	Desert Lakes Holdings Amendment to AOG	NSB Checking	175.00	105,487.36
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Ammo Order	NSB Checking	8,898.30	114,385.66
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00	134,385.66
Check	02/05/2007	1036	Albie Lock & Alarm	Temp Loan	NSB Checking	20,000.00	154,385.66
Deposit	02/01/2008		Desert Lakes Holdings, LLC	Invt 15117 for Dup Keys	NSB Checking	240.02	154,625.68
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	144,625.68
Deposit	04/14/2008	1437	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	134,625.68
Deposit	04/21/2008	1475	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	124,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	119,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	114,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	109,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	104,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	99,625.68
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	94,625.68
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	89,625.68
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	84,625.68
Deposit	10/10/2008		Desert Lakes Holdings, LLC	Loan Pymt (booked as rmt)	NSB Checking	-10,000.00	74,625.68
General Journal	10/27/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Distributions	50,000.00	24,625.68
Deposit	10/27/2008		Desert Lakes Holdings, LLC	Accumulated Interest at 10% through 10/27/08	Loan Interest	23,234.47	47,860.15
Deposit	10/27/2008		Desert Lakes Holdings, LLC	GG to carry remainder of loan balance directly with DLSC Global Note Payable @ 22%	NSB Checking	-10,000.00	37,860.15
General Journal	10/27/2008					22,637.75	60,497.90
						0.00	60,497.90
						0.00	60,497.90
Check	04/24/2007	1050	Integrity Engineering	Shared engineering expense Invt 75-101-05	NSB Checking	2,539.52	57,958.38
Deposit	12/07/2007		CanalMex Nevada, LLC	Investment into Eldorado Hills via CanalMex Nevada, LLC	NSB Checking	-1,500,000.00	-1,442,041.62
General Journal	01/01/2008	LL1848-07-5	Integrity Engineering	Rediss: CanalMex Engineering Expense booked through	Engineering Expense	-2,539.52	-1,444,581.14
						-1,500,000.00	-1,500,000.00
						0.00	-1,500,000.00
General Journal	09/12/2006	11	Secretary of State	Initial Manager List, Penalty, & Expedite Fee charged on	Business Licenses & Fees	-275.00	-1,500,275.00
General Journal	10/16/2006	14	FedEx	FedEx charged on GG Annex	Postage & Delivery	-18.76	-1,500,463.76
Deposit	01/01/2007		Secretary of State	Reverse 9/12/06 transaction (also booked to Ashton Dev)	Business Licenses & Fees	275.00	-1,500,188.76
General Journal	01/09/2007	22	Secretary of State	Articles of Org Filing for Desert Lakes Holdings charged c	Business Licenses & Fees	-200.00	-1,500,388.76
Check	04/24/2007	1045	Go Global, Inc	Payoff previous loans	NSB Checking	483.76	-1,500,872.52
General Journal	05/24/2007		FedEx	FedEx charged on GG Annex	Postage & Delivery	-17.55	-1,500,890.07
Check	06/26/2007	1084	Go Global, Inc	Temp Loan	NSB Checking	270,000.00	-1,230,890.07
Check	08/27/2007	1085	Go Global, Inc	Temp Loan	NSB Checking	200,000.00	-1,030,890.07
Deposit	07/03/2007		Go Global, Inc	Payback overpayment of loan for 9/12/06 corrected trans	NSB Checking	-275.00	-1,031,165.07
Check	07/17/2007	1086	Go Global, Inc	Payback for FedEx charge on GG Annex	NSB Checking	17.55	-1,031,147.52
Transfer	09/19/2007		Continental Airlines	Split \$2,23M Contribution between CC & Loan	Distributions	-470,000.00	-1,501,147.52
General Journal	02/28/2008			Ticket for Carlos to Amsterdam charged on GG Annex	Travel	-1,120.00	-1,502,267.52
Check	04/12/2008	1179	Go Global, Inc	Payback for Continental Ticket charged on GG Annex	NSB Checking	1,120.00	-1,501,147.52
						0.00	-1,501,147.52
						0.00	-1,501,147.52
Deposit	09/13/2006		Go Global, Inc	Temp Loan via Pecan Street Plaza	NSB Checking	-600,000.00	-2,101,147.52
Deposit	09/14/2006		Pecan Street Plaza, LLC	Temp Loan	NSB Checking	-40,000.00	-2,141,147.52
Check	01/31/2007	1034	Pecan Street Plaza, LLC	Payoff 9/14/06 loan & portion of 9/13/06 loan	NSB Checking	65,000.00	-2,076,147.52
						0.00	-2,076,147.52
						0.00	-2,076,147.52

Total Due (to) from Desert Lakes Hdg

Due (to) from CanalMex Nevada

Total Due (to) from CanalMex Nevada

Due (to) from Go Global

Total Due (to) from Go Global

Due (to) from PSP

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	03/26/2007	1042	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	1,000.00	-574,000.00
Check	05/15/2007	1057	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	15,000.00	-589,000.00
Check	05/22/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00	-594,000.00
Check	05/24/2007	1068	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00	-599,000.00
Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoff	NSB Checking	549,000.00	0.00
Total Due (to) from PSP							0.00
Due (to) from Realized Gains							
Deposit	12/26/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	NSB Checking	-100,000.00	-100,000.00
Check	01/15/2007	1025	Realized Gains, LLC	Partial payoff for 12/26/06 loan	NSB Checking	-50,000.00	-150,000.00
Check	01/31/2007	1003	Realized Gains, LLC	Payback 12/26/06 loan	NSB Checking	50,000.00	0.00
Total Due (to) from Realized Gains							0.00
Due (to) from Related Party - Other							
Total Due (to) from Related Party - Other							0.00
Total Due (to) from Related Party							0.00
Go Global Loan @ 8.25%							
Check	07/25/2007	0092	Go Global, Inc.	Loan to pay LOC	NSB Money Market	400,000.00	400,000.00
Deposit	08/20/2007		Go Global, Inc.	Interest Payment on 400K loan	NSB Checking	-2,841.67	397,158.33
Deposit	08/25/2007		Go Global, Inc.	Accrued interest @ 8.25%	Interest Income	2,841.67	400,000.00
Transfer	09/15/2007			Payoff Go Global Loan	Distributions	-400,000.00	0.00
Total Go Global Loan @ 8.25%							0.00
Gun Club Inventory							
Check	12/26/2006		Desert Lake Country Club		NSB Checking	100,000.00	100,000.00
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Due (to) from Desert Lakes Hldg	-100,000.00	0.00
Total Gun Club Inventory							0.00
Investments							
Total Investments							0.00
Undeposited Funds							
Payment	03/30/2007	16061	Nevada Water		Accounts Receivable	17,625.00	17,625.00
Deposit	03/30/2007	16061	Nevada Water	Deposit	NSB Checking	-17,625.00	0.00
Payment	04/25/2007	16189	Nevada Water		Accounts Receivable	10,500.00	10,500.00
Deposit	04/25/2007	16189	Nevada Water	Deposit	NSB Checking	-10,500.00	0.00
Payment	06/27/2007	16571	Nevada Water		Accounts Receivable	22,500.00	22,500.00
Deposit	06/27/2007	16571	Nevada Water	Deposit	NSB Checking	-22,500.00	0.00
Payment	10/24/2007		Berthwood Gunsmithing		Accounts Receivable	1,600.00	1,600.00
Deposit	10/24/2007		Berthwood Gunsmithing	Deposit	NSB Checking	-1,600.00	0.00
Payment	11/21/2007		Berthwood Gunsmithing		Accounts Receivable	800.00	800.00
Deposit	11/21/2007		Berthwood Gunsmithing	Deposit	NSB Checking	-800.00	0.00
Payment	12/31/2007		Berthwood Gunsmithing		Accounts Receivable	800.00	800.00
Deposit	01/03/2008		Berthwood Gunsmithing	Deposit	NSB Checking	-800.00	0.00
Payment	03/24/2008		Berthwood Gunsmithing		Accounts Receivable	1,120.00	1,120.00
Deposit	03/24/2008		Berthwood Gunsmithing	Deposit	NSB Checking	-1,120.00	0.00
Payment	03/24/2008	17925	Nevada Water		Accounts Receivable	15,000.00	15,000.00
Deposit	03/24/2008	17925	Nevada Water	Deposit	NSB Checking	-15,000.00	0.00
Payment	05/15/2008		Nevada Water		Accounts Receivable	15,000.00	15,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	07/02/2008		Nevada Water	Deposit	NSB Checking	-15,000.00	0.00
Payment	08/29/2008	1201	Benwood Gunsmithing		Accounts Receivable	1,500.00	1,500.00
Deposit	09/17/2008	1201	Benwood Gunsmithing	Deposit	NSB Checking	-1,500.00	0.00
Payment	09/30/2008	1702	Benwood Gunsmithing	D, LLC Recon for Matt Babb Rent	Accounts Receivable	2,880.00	2,880.00
Deposit	10/01/2008	1702	Benwood Gunsmithing	Deposit	NSB Checking	-2,880.00	0.00
						0.00	0.00
Total Undeposited Funds							
Utility Deposits							
Bill	08/29/2007		LVWD		Accounts Payable	5,000.00	5,000.00
						5,000.00	5,000.00
Total Utility Deposits							
Real Property							
Boulder Property							
General Journal	05/14/2006	13		Pan Metal Property Closing	-SPLIT-	22,000,000.00	22,000,000.00
General Journal	05/14/2006	13		Pan Metal Property Closing	Boulder Property	10,370.10	22,010,370.10
Deposit	05/25/2006		Nevada Title	Buyer Refund	NSB Checking	-10,370.10	22,000,000.00
						22,000,000.00	22,000,000.00
Total Boulder Property							
Closing Costs Boulder Property							
General Journal	12/31/2006	LLB-06-2		Reclass	Closing Costs	15,207.00	15,207.00
General Journal	12/31/2006	LLB-06-4		Reclass	Legal Fees	10,000.00	25,207.00
General Journal	12/31/2007	LLB-06-07-2		Reclass	Closing Costs	647,396.00	672,596.00
General Journal	12/31/2007	LLB-06-07-3		Reclass	Appraisal Fees	7,500.00	680,096.00
						680,096.00	680,096.00
Total Closing Costs Boulder Property							
Improvements-Capitalized Costs							
General Journal	12/31/2006	LLB-06-5		Capitalize 266 Carrying Charges	-SPLIT-	103,550.46	103,550.46
General Journal	12/31/2007	LLB-06-07-1		Capitalize Expenses	Engineering Expense	3,829,361.22	4,032,911.68
General Journal	12/31/2007	LLB-06-07-1		Do not capitalize expenses per Carles and Sig	Mortgage	-3,484,410.30	548,461.38
						548,461.38	548,461.38
Total Improvements-Capitalized Costs							
Real Property - Other							
Total Real Property - Other							
						0.00	0.00
Total Real Property							
						23,228,977.38	23,228,977.38
Accounts Payable							
Bill	06/20/2006	254	Ritz Consulting Inc		Consulting	-29,875.00	-29,875.00
Bill	06/30/2006	23646	Stater Hanftan Group		Engineering Expense	-4,495.00	-34,370.00
Bill	07/21/2006	E2006-175	OCI Environmental, LLC		Engineering Expense	-10,950.00	-45,320.00
Bill	07/28/2006	0030457	VRG Design Inc		Engineering Expense	-4,500.00	-49,820.00
Bill	07/31/2006	232676	Stater Hanftan Group		Engineering Expense	-5,272.50	-55,092.50
Bill	08/17/2006	E0616892005-6	Secretary of State	Annual Manager/Member Filing	Business Licenses & Fees	-125.00	-55,217.50
Bill Pmt-Check	08/17/2006	1003	OCI Environmental, LLC		NSB Checking	10,950.00	-44,267.50
Bill Pmt-Check	08/17/2006	1001	Secretary of State		NSB Checking	125.00	-44,142.50
Bill Pmt-Check	08/17/2006	1002	Stater Hanftan Group	Annual Manager/Member Filing	NSB Checking	4,495.00	-39,647.50
Bill	08/24/2006	C240847	Mercury LDO		Printing & Reproduction	-11.15	-39,658.65
Bill	09/21/2006	232783	Stater Hanftan Group		Engineering Expense	-6,800.00	-46,458.65
Bill	09/26/2006	C239708	Mercury LDO		Printing & Reproduction	-11.77	-46,470.42
Bill Pmt-Check	09/26/2006	1004	Mercury LDO		NSB Checking	22.92	-46,447.50
Bill Pmt-Check	09/26/2006	1005	Ritz Consulting Inc		NSB Checking	29,875.00	-16,572.50

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Print-Check	05/05/2008	1005	WRG Design Inc.		NSB Checking	4,500.00	-12,072.50
Bill Print-Check	09/09/2008	1007	Slater Hanftan Group		NSB Checking	5,272.50	-6,800.00
Bill Print-Check	09/09/2008	1008	Slater Hanftan Group		NSB Checking	6,800.00	0.00
Bill	09/30/2008	233804	Slater Hanftan Group		Engineering Expense	-5,907.50	-5,907.50
Bill	10/01/2008	234872	Slater Hanftan Group		Engineering Expense	-6,805.00	-6,805.00
Bill	11/06/2008	2348535	Mercury LDO		Printing & Reproduction	-5.39	-6,810.39
Bill	11/24/2008	488	Rodneck Enterprises, LLC		Engineering Expense	-525.00	-7,135.39
Bill Print-Check	11/30/2008	1013	Alliance Mortgage		NSB Checking	178,750.00	171,614.61
Bill	12/01/2008		Alliance Mortgage		Interest Expense	-178,750.00	-7,135.39
Bill Print-Check	12/05/2008	1014	Mercury LDO		NSB Checking	5.39	-7,130.00
Bill Print-Check	12/05/2008	1016	Rodneck Enterprises, LLC		NSB Checking	525.00	-6,805.00
Bill Print-Check	12/05/2008	1015	Slater Hanftan Group		NSB Checking	6,605.00	0.00
Bill	01/19/2007	C258273	Mercury LDO		Printing & Reproduction	-5.39	-5.39
Bill Print-Check	02/05/2007	1035	Mercury LDO		NSB Checking	5.39	0.00
Bill	02/22/2007	C263148	Mercury LDO		Printing & Reproduction	-13.58	-13.58
Bill	03/13/2007	C265623	Mercury LDO		Printing & Reproduction	-23.27	-36.85
Bill Print-Check	03/19/2007	1040	Mercury LDO		NSB Checking	13.58	-23.27
Bill	03/20/2007	H706397/2	Mercury LDO		Printing & Reproduction	-105.97	-129.24
Bill Print-Check	03/26/2007	1041	Mercury LDO		NSB Checking	23.27	-105.97
Bill	03/31/2007	2889183	Kensley-Horn and Associates Inc		Engineering Expense	-5,554.50	-5,660.47
Bill	04/07/2007		LL Bradford & Company, LLC		Accounting	-1,340.00	-7,010.47
Bill	04/16/2007		Pro-Flame Gas	VOID	Gas & Electric	0.00	-7,010.47
Bill	04/20/2007		Desert Lake Shooting Club		Meals & Entertainment	-283.00	-7,293.47
Bill	04/21/2007		Nevada Power		Gas & Electric	-370.64	-7,664.11
Bill Print-Check	04/24/2007	1049	Kensley-Horn and Associates Inc		NSB Checking	5,554.50	-2,109.61
Bill Print-Check	04/24/2007	1048	Mercury LDO		NSB Checking	105.97	-2,003.64
Bill	04/26/2007	E2087-131	OGI Environmental, LLC		Engineering Expense	-550.00	-2,553.64
Bill	04/26/2007		LVWWD		Water	-526.62	-3,080.26
Bill	04/30/2007	318	Retz Consulting Inc.		Consulting	-59,500.00	-42,580.26
Bill Print-Check	04/30/2007	1053	OGI Environmental, LLC		NSB Checking	560.00	-42,020.26
Bill Print-Check	04/30/2007	1052	Retz Consulting Inc.		NSB Checking	59,500.00	-2,530.26
Bill	04/30/2007	2942573	Kensley-Horn and Associates Inc		Engineering Expense	-2,572.68	-5,102.94
Bill	04/30/2007	233870	Slater Hanftan Group		Engineering Expense	-7,020.00	-12,122.94
Bill	05/01/2007		Nevada Power		Gas & Electric	-171.63	-12,294.57
Bill	05/02/2007		NV Division of Environmental Protection		Engineering Expense	-300.00	-12,594.57
Bill Print-Check	05/15/2007	1058	LVWWD		NSB Checking	526.62	-12,067.95
Bill Print-Check	05/15/2007	1060	Nevada Power		NSB Checking	370.64	-11,697.31
Bill Print-Check	05/15/2007	1059	Pro-Flame Gas	VOID	NSB Checking	0.00	-11,697.31
Bill Print-Check	05/15/2007	1061	Nevada Power		NSB Checking	171.63	-11,525.68
Bill Print-Check	05/17/2007	1063	NV Division of Environmental Protection		NSB Checking	300.00	-11,225.68
Bill Print-Check	05/21/2007	1065	Desert Lake Shooting Club		NSB Checking	283.00	-10,942.68
Bill Print-Check	05/21/2007	1064	LL Bradford & Company, LLC		NSB Checking	1,300.00	-9,592.68
Bill Print-Check	05/24/2007	1067	Kensley-Horn and Associates Inc		NSB Checking	2,572.68	-7,020.00
Bill	05/29/2007		LVWWD		-SPLIT-	-6,554.74	-13,574.74
Bill	05/31/2007		Nevada Power		Gas & Electric	-1,082.29	-14,657.03
Bill	05/31/2007	233915	Slater Hanftan Group		Engineering Expense	-2,670.00	-17,327.03
Bill	05/31/2007	2889037	Kensley-Horn and Associates Inc		Engineering Expense	-25,240.95	-42,567.98
Bill	06/12/2007	1077	LVWWD		NSB Checking	6,554.74	-36,013.24
Bill Print-Check	06/12/2007	1078	Slater Hanftan Group		NSB Checking	7,020.00	-28,993.24
Bill Print-Check	06/18/2007	EFT	Nevada Power		NSB Checking	1,082.29	-27,910.95
Bill	05/26/2007		LVWWD		Water	-371.42	-28,282.37

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	06/29/2007		Nevada Power		Gas & Electric	-1,404.40	-39,586.77
Bill	06/30/2007	234071	Slater Harlan Group		Engineering Expense	-2,467.50	-32,154.27
Bill	06/30/2007	3031621	Kimley-Horn and Associates Inc		Engineering Expense	-13,031.51	-45,185.78
Bill	07/01/2007		Boyd Consulting, LLC		Consulting	-2,000.00	-47,185.78
Bill	07/01/2007	342	Rietz Consulting Inc		Consulting	-55,500.00	-102,685.78
Bill	07/09/2007	27331	Aliscade Fire Equipment		Repairs	-1,684.88	-104,370.65
Bill	07/10/2007	1086	Aliscade Fire Equipment		Repairs	-1,684.88	-106,055.53
Bill Pmt-Check	07/13/2007	1089	Boyd Consulting, LLC		NSB Checking	2,000.00	-104,055.53
Bill Pmt-Check	07/13/2007	1090	Kimley-Horn and Associates Inc		NSB Checking	25,240.95	-78,814.58
Bill Pmt-Check	07/13/2007	1091	Slater Harlan Group		NSB Checking	2,670.00	-76,144.58
Bill Pmt-Check	07/13/2007	EFT	LVWWD		NSB Checking	371.42	-75,773.16
Bill Pmt-Check	07/16/2007	1092	Rietz Consulting Inc		NSB Checking	56,500.00	-19,273.16
Bill	07/17/2007	2007-05	Serra Agency, LLC		Marketing Expense	-65,000.00	-84,273.16
Bill Pmt-Check	07/17/2007	1095	Serra Agency, LLC		NSB Checking	65,000.00	-19,273.16
Bill Pmt-Check	07/18/2007	EFT	Nevada Power		NSB Checking	1,404.40	-17,868.76
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-30,289.01
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-42,709.26
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-55,129.51
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-67,549.76
Bill Pmt-Check	07/25/2007	1100	Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	NSB Checking	12,420.25	-55,129.51
Bill Pmt-Check	07/25/2007	1098	Kimley-Horn and Associates Inc		NSB Checking	13,031.51	-42,097.99
Bill Pmt-Check	07/25/2007	1097	Slater Harlan Group		NSB Checking	2,467.50	-44,565.49
Bill	07/26/2007		LVWWD		Water	-833.91	-45,399.40
Bill	07/27/2007	0038259	WRG Design Inc		Engineering Expense	-2,500.00	-47,899.40
Bill	07/31/2007		Nevada Power		Gas & Electric	-2,441.81	-50,341.21
Bill	07/31/2007	C284229	Mercury LDO		Printing & Reproduction	-5.39	-50,346.60
Bill	07/31/2007	E2007-246	OGI Environmental, LLC		Engineering Expense	-1,631.15	-51,977.75
Bill	07/31/2007	2080174	Kimley-Horn and Associates Inc		Engineering Expense	-2,363.64	-54,341.39
Bill	07/31/2007	234304	Slater Harlan Group		Engineering Expense	-16,185.00	-70,526.39
Bill	07/31/2007		Mercury LDO		NSB Checking	5.39	-70,531.78
Bill Pmt-Check	08/11/2007	1104	Nevada Power		NSB Checking	2,441.81	-68,089.97
Bill Pmt-Check	08/11/2007	1106	OGI Environmental, LLC		NSB Checking	1,631.15	-69,721.12
Bill Pmt-Check	08/11/2007	1103	OGI Environmental, LLC		NSB Checking	2,500.00	-72,221.12
Bill Pmt-Check	08/11/2007	1105	WRG Design Inc		NSB Checking	2,366.88	-74,588.00
Bill	08/13/2007	3122016	Kimley-Horn and Associates Inc		Printing & Reproduction	-20.36	-74,608.36
Bill	08/15/2007	C286346	Mercury LDO		NSB Checking	833.91	-73,774.45
Bill Pmt-Check	08/20/2007	EFT	LVWWD		Water	-583.79	-74,358.24
Bill	08/24/2007		Step-A-Lot		Engineering Expense	-5,604.47	-80,000.00
Bill	08/30/2007	1588	Kent Anderson		Cleaning & Janitorial	-6,250.00	-86,250.00
Bill	08/30/2007		Nevada Power		Gas & Electric	-1,808.96	-88,058.96
Bill	08/31/2007	234342	Slater Harlan Group		Engineering Expense	-7,710.00	-95,768.96
Bill	08/31/2007	234343	Slater Harlan Group		Engineering Expense	-997.50	-96,766.46
Bill	08/31/2007	0038005	WRG Design Inc		Engineering Expense	-1,350.00	-98,116.46
Bill	08/31/2007		Boulder Disposal Inc		Waste Management	-748.97	-98,865.43
Bill	08/31/2007		Kent Anderson		NSB Checking	5,250.00	-93,615.43
Bill Pmt-Check	09/05/2007	1115	Kimley-Horn and Associates Inc		NSB Checking	6,293.84	-87,321.59
Bill Pmt-Check	09/05/2007	1112	Mercury LDO		NSB Checking	20.36	-87,341.95
Bill Pmt-Check	09/05/2007	1113	Slater Harlan Group		NSB Checking	16,185.00	-103,526.95
Bill Pmt-Check	09/05/2007	1111	Step-A-Lot		NSB Checking	5,604.47	-109,131.42
Bill	09/10/2007	0700001863454	State of Nevada AR Payments		Business Licenses & Fees	-100.00	-109,231.42
Bill Pmt-Check	09/17/2007	EFT	Nevada Power		NSB Checking	1,808.96	-111,040.38

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Print-Check	09/18/2007	EFT	LVWMO		NSB Checking	563.79	-50,564.90
Bill	09/20/2007	2007.33220	Owens Geotechnical, Inc		Engineering Expense	-2,400.00	-52,964.90
Bill Print-Check	09/24/2007	1119	Clark County Treasurer	11/07-5/05/08 Property Tax - Parcel# 185-11-002-001	NSB Checking	12,420.25	-40,544.65
Bill Print-Check	09/24/2007	1119	Kimley-Horn and Associates Inc.		NSB Checking	2,386.89	-38,147.77
Bill	09/25/2007		LVWMO		Water	-636.72	-38,784.49
Bill	09/27/2007	2007.33275	Owens Geotechnical, Inc		Engineering Expense	-8,150.00	-46,934.49
Bill	09/29/2007		Nevada Power		Gas & Electric	-1,622.77	-48,557.26
Bill	09/30/2007	GGP093007	Applied Analysis		Consulting	-8,225.00	-57,782.26
Bill	09/30/2007	234481	Slater Hanftan Group		Engineering Expense	-1,687.50	-59,469.76
Bill	09/30/2007	234458	Slater Hanftan Group		Engineering Expense	-12,742.50	-72,212.26
Bill	09/30/2007	234468	Slater Hanftan Group		Engineering Expense	-840.00	-73,052.26
Bill	09/30/2007	234488	Slater Hanftan Group		Engineering Expense	-7,732.50	-80,784.76
Bill	09/30/2007	3163084	Kimley-Horn and Associates, Inc.		Engineering Expense	-900.26	-81,685.02
Bill Print-Check	10/05/2007	1122	Owens Geotechnical, Inc		NSB Checking	2,400.00	-79,285.02
Bill Print-Check	10/05/2007	1123	Slater Hanftan Group		NSB Checking	8,707.50	-70,577.52
Bill Print-Check	10/05/2007	1124	State of Nevada AR Payments		NSB Checking	100.00	-70,477.52
Bill Print-Check	10/05/2007	1125	WRG Design Inc.		NSB Checking	1,350.00	-69,127.52
Bill	10/06/2007	C29141	Mercury LCO		Printing & Reproduction	-116.37	-69,243.89
Bill Print-Check	10/10/2007	1126	Mercury LCO		NSB Checking	116.37	-69,127.52
Bill	10/10/2007	921043	Pro-Flame Gas		Gas & Electric	-64.65	-69,192.17
Bill Print-Check	10/17/2007	EFT	Nevada Power		NSB Checking	1,622.77	-67,569.40
Bill Print-Check	10/18/2007	1128	Applied Analysis		NSB Checking	9,225.00	-58,344.40
Bill Print-Check	10/22/2007	EFT	LVWMO		NSB Checking	636.72	-57,707.68
Bill Print-Check	10/25/2007	1132	Boulder Disposal Inc		NSB Checking	749.97	-56,957.71
Bill Print-Check	10/25/2007	1133	Pro-Flame Gas		NSB Checking	64.65	-56,893.06
Bill	10/25/2007		LVWMO		Water	-1,868.39	-58,761.45
Bill	10/30/2007		Nevada Power		Gas & Electric	-1,420.50	-60,181.95
Bill Print-Check	10/31/2007	1134	Kimley-Horn and Associates, Inc		NSB Checking	900.26	-60,281.69
Bill Print-Check	10/31/2007	1135	Slater Hanftan Group		NSB Checking	23,002.50	-36,279.19
Bill	10/31/2007		Boulder Disposal Inc		Waste Management	-499.88	-36,779.17
Bill	10/31/2007		Boyd Consulting, LLC	Client Meetings Oct 4, 9, 10, 19	Consulting	-500.00	-37,279.17
Bill	10/31/2007	234670	Slater Hanftan Group		Engineering Expense	-1,552.50	-38,831.67
Bill	10/31/2007	GGP103107	Applied Analysis		Consulting	-5,650.00	-44,481.67
Bill	10/31/2007	3204665	Kimley-Horn and Associates Inc		Engineering Expense	-921.38	-45,403.05
Bill Print-Check	11/02/2007	1140	Boulder Disposal Inc		NSB Checking	499.88	-44,903.07
Bill Print-Check	11/16/2007	EFT	Nevada Power		NSB Checking	1,420.50	-43,482.57
Bill Print-Check	11/16/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 9, 10, 19	NSB Checking	500.00	-42,982.57
Bill Print-Check	11/19/2007	EFT	LVWMO		NSB Checking	1,868.39	-41,114.18
Bill Print-Check	11/21/2007	0096	Owens Geotechnical, Inc.		NSB Money Market	8,150.00	-32,964.18
Bill	11/27/2007		LVWMO		Water	-493.39	-33,457.57
Bill	11/30/2007		Boulder Disposal Inc		Waste Management	-249.89	-33,707.56
Bill	11/30/2007	3243812	Kimley-Horn and Associates, Inc	Ongoing NDOT Coordination	Engineering Expense	-283.50	-33,991.06
Bill Print-Check	12/10/2007	1146	Applied Analysis		NSB Checking	5,650.00	-28,341.06
Bill Print-Check	12/10/2007	1144	Boulder Disposal Inc		NSB Checking	249.89	-28,091.07
Bill Print-Check	12/10/2007	1145	Kimley-Horn and Associates, Inc.		NSB Checking	921.38	-27,169.69
Bill Print-Check	12/10/2007	1147	Slater Hanftan Group		NSB Checking	1,552.50	-25,617.19
Bill	12/12/2007	2007.4125	Owens Geotechnical, Inc	Fault Exploration/Evaluation	Engineering Expense	-19,110.00	-44,727.19
Bill	12/15/2007		Nevada Power		Gas & Electric	-1,243.33	-45,970.52
Bill	12/17/2007	2007.4186	Owens Geotechnical, Inc	Silverline Road w/o US95	Engineering Expense	-24,500.00	-70,470.52
Bill	12/17/2007	0700850715	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period End:	Business Licenses & Fees	-100.00	-70,570.52
Bill Print-Check	12/24/2007	EFT	LVWMO		NSB Checking	463.39	-70,077.13

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	12/26/2007	1153	Owens Geotechnical, Inc.		NSB Checking	43,810.00	-26,467.13
Bill Pmt-Check	12/26/2007	1154	State of Nevada AIR Payments	Business License for Eldorado Hills, LLC for Period Endr	NSB Checking	100.00	-26,367.13
Bill	12/27/2007		LVVWD		Water	-462.08	-26,829.22
Bill	12/28/2007		Nevada Power		Gas & Electric	-1,413.00	-28,242.22
Bill	12/31/2007		Boulder Disposal Inc.		Waste Management	-249.99	-28,492.21
Bill Pmt-Check	01/07/2008	EFT	Nevada Power		NSB Checking	1,243.33	-27,248.88
Bill	01/09/2008	2008-073	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Engineering Expense	-9,127.50	-36,376.38
Bill	01/09/2008	40080109001	Mabo International		Marketing Expense	-7,996.50	-44,372.88
Bill Pmt-Check	01/10/2008	1156	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.05	-32,952.83
Bill Pmt-Check	01/11/2008		Mabo International	Wire Transfer	NSB Checking	7,996.50	-24,956.33
Bill	01/14/2008	103123-A	RUSHOURGRAPHIC		Marketing Expense	-1,300.00	-26,256.33
Bill	01/15/2008	1157	RUSHOURGRAPHIC		NSB Checking	1,300.00	-27,556.33
Bill Pmt-Check	01/17/2008	EFT	LVVWD		NSB Checking	462.09	-27,494.24
Bill Pmt-Check	01/25/2008	1158	Boulder Disposal Inc.		NSB Checking	249.99	-27,244.25
Bill Pmt-Check	01/25/2008	1159	Kinley-Horn and Associates Inc.	Opening NDOT Coordination	NSB Checking	263.50	-27,507.75
Bill Pmt-Check	01/25/2008	1160	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	NSB Checking	8,127.50	-13,853.25
Bill	01/28/2008		LVVWD		Water	-1,018.99	-14,872.24
Bill	01/30/2008		Nevada Power		Gas & Electric	-1,567.18	-16,439.42
Bill	01/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	-16,681.91
Bill	01/31/2008	3322376	Kinley-Horn and Associates Inc.		Engineering Expense	-3,315.36	-19,997.26
Bill	02/01/2008		Kent Anderson		Cleaning & Janitorial	-13,437.50	-33,434.76
Bill	02/11/2008	2008024854	DOUBLM		Rent	-150.05	-33,584.84
Bill Pmt-Check	02/18/2008	EFT	LVVWD		NSB Checking	1,018.99	-32,565.85
Bill Pmt-Check	02/21/2008	1163	DOUBLM		NSB Checking	150.05	-32,415.80
Bill	02/21/2008	3353406	Kinley-Horn and Associates Inc.		Engineering Expense	-267.75	-32,683.55
Bill Pmt-Check	02/23/2008	1165	Boulder Disposal Inc.		NSB Checking	262.49	-32,421.05
Bill Pmt-Check	02/23/2008	1165	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25	-20,000.81
Bill Pmt-Check	02/26/2008	EFT	Nevada Power		NSB Checking	2,960.18	-17,020.63
Bill	02/26/2008		LVVWD		Water	-262.37	-17,283.00
Bill	02/29/2008	E2008-65	OGI Environmental, LLC		Engineering Expense	-850.00	-18,133.00
Bill Pmt-Check	02/29/2008	1168	Kinley-Horn and Associates Inc.		NSB Checking	3,943.13	-14,189.87
Bill Pmt-Check	02/29/2008	1169	OGI Environmental, LLC		NSB Checking	850.00	-13,699.87
Bill	02/29/2008		Boyd Consulting, LLC	Meeting w/FS and BLM	Consulting	-1,125.00	-14,824.87
Bill	02/29/2008	290038	Slater Hardan Group		Engineering Expense	-550.00	-15,374.87
Bill	02/29/2008	280038	Slater Hardan Group		Engineering Expense	-9,339.00	-24,713.87
Bill Pmt-Check	03/03/2008	1172	Kent Anderson		NSB Checking	13,427.50	-11,276.37
Bill	03/14/2008	5969	Boulder Disposal Inc.		Waste Management	-262.49	-11,538.86
Bill	03/14/2008		AMTI		Engineering Expense	-9,100.00	-20,638.86
Bill Pmt-Check	03/17/2008	EFT	LVVWD		NSB Checking	262.37	-20,376.49
Bill	03/18/2008	3394574	Kinley-Horn and Associates Inc.		Engineering Expense	-389.65	-20,766.14
Bill	03/26/2008		LVVWD		Water	-226.44	-20,992.58
Bill	03/26/2008		Nevada Power		Gas & Electric	-1,389.04	-22,382.22
Bill Pmt-Check	03/31/2008	1175	Boulder Disposal Inc.		NSB Checking	252.49	-22,119.73
Bill Pmt-Check	03/31/2008	1176	Boyd Consulting, LLC	Meeting w/FS and BLM	NSB Checking	1,125.00	-20,994.73
Bill Pmt-Check	03/31/2008	1174	Kinley-Horn and Associates Inc.		NSB Checking	389.65	-20,605.08
Bill Pmt-Check	03/31/2008	1178	AMTI		NSB Checking	9,100.00	-11,505.08
Bill	04/01/2008		Boulder Disposal Inc.		Waste Management	-262.49	-11,767.57
Bill	04/03/2008	40080406501	Mabo International		Marketing Expense	-7,996.50	-19,764.07
Bill	04/11/2008		LL Bradford & Company, LLC		Accounting	-1,550.00	-21,314.07
Bill Pmt-Check	04/14/2008	1180	Boulder Disposal Inc.		NSB Checking	262.49	-21,051.58
Bill Pmt-Check	04/14/2008	1181	LL Bradford & Company, LLC		NSB Checking	1,550.00	-19,501.58

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	04/14/2008	6103	AMT		Engineering Expense	-3,900.00	-23,401.58
Bill Print-Check	04/15/2008	EFT	LVWMD		NSB Checking	228.44	-23,173.14
Bill Print-Check	04/16/2008	EFT	Nevada Power		NSB Checking	1,389.04	-21,783.50
Bill	04/28/2008		LVWMD		Water	-180.54	-21,964.04
Bill	04/30/2008		Nevada Power		Gas & Electric	-1,298.99	-23,263.03
Bill	04/30/2008		Boulder Disposal Inc.		Waste Management	-262.49	-23,525.52
Bill	05/01/2008	2-878-50574	FedEx		Postage & Delivery	-40.98	-23,566.50
Bill Print-Check	05/09/2008		Mabo International		NSB Checking	7,986.50	-15,579.00
Bill Print-Check	05/15/2008	EFT	Nevada Power		NSB Checking	1,299.99	-14,279.01
Bill Print-Check	05/19/2008	1184	Boulder Disposal Inc.		NSB Checking	262.49	-14,016.52
Bill Print-Check	05/19/2008	1185	Slater Hanlan Group		NSB Checking	550.00	-13,466.52
Bill Print-Check	05/23/2008	EFT	LVWMD		NSB Checking	180.54	-13,279.98
Bill	05/28/2008		LVWMD		Water	-416.52	-13,696.50
Bill	05/30/2008		Nevada Power		Gas & Electric	-1,269.67	-14,966.17
Bill	05/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	-15,219.05
Bill	06/05/2008	GU920740134	W Division of Environmental Protection	Annual Fee for 7/1/08-6/30/09	Engineering Expense	-300.00	-15,519.05
Bill Print-Check	06/03/2008	EFT	Nevada Power		NSB Checking	1,269.67	-14,259.38
Bill Print-Check	06/03/2008	1187	Slater Hanlan Group		NSB Checking	9,339.00	-4,920.39
Bill Print-Check	06/16/2008	EFT	LVWMD		NSB Checking	416.92	-4,503.47
Bill Print-Check	06/16/2008	1188	Boulder Disposal Inc.		NSB Checking	262.46	-4,240.98
Bill Print-Check	06/16/2008	1186	W Division of Environmental Protection	Annual Fee for 7/1/08-6/30/09	NSB Checking	300.00	-3,940.98
Bill	06/19/2008		Kent Anderson		Channing & Jambal	-1,750.00	-5,690.98
Bill	06/26/2008		LVWMD		Water	-577.53	-6,268.51
Bill	06/28/2008		Nevada Power		Gas & Electric	-1,326.80	-7,595.31
Bill	06/30/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-262.49	-7,857.80
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-21,271.67
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-34,685.54
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-48,099.41
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	Property	-13,413.87	-61,513.28
Bill Print-Check	07/17/2008	EFT	LVWMD		NSB Checking	577.53	-60,935.75
Bill Print-Check	07/17/2008	EFT	Nevada Power		NSB Checking	1,396.80	-59,538.95
Bill Print-Check	07/21/2008	1192	AMT		NSB Checking	3,800.00	-55,738.95
Bill Print-Check	07/21/2008	1194	Boulder Disposal Inc.		NSB Checking	262.49	-56,001.44
Bill Print-Check	07/21/2008	1193	FedEx	Customer# 30-89 0	NSB Checking	40.98	-56,042.42
Bill	07/28/2008		LVWMD		Water	-523.83	-56,566.25
Bill	07/31/2008		Nevada Power		Gas & Electric	-1,417.28	-57,983.53
Bill	07/31/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-273.29	-58,256.82
Bill Print-Check	08/04/2008	1186	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 189-11-002-001	NSB Checking	13,413.87	-44,842.95
Bill	08/04/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-44,942.95
Bill Print-Check	08/04/2008	1197	State of Nevada Business License Renewal		NSB Checking	100.00	-44,842.95
Bill	08/06/2008	410	Retz Consulting Inc		Engineering Expense	-2,015.00	-46,857.95
Bill	08/08/2008		Kent Anderson		Channing & Jambal	687.00	-46,170.95
Bill Print-Check	08/11/2008	1188	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-45,897.66
Bill Print-Check	08/12/2008	1199	Retz Consulting Inc.		NSB Checking	2,015.00	-43,882.66
Bill Print-Check	08/13/2008	EFT	LVWMD		NSB Checking	523.83	-44,406.49
Bill Print-Check	08/15/2008	EFT	Nevada Power		NSB Checking	1,417.28	-45,823.77
Bill	08/25/2008		LVWMD		Water	-468.91	-46,292.68
Bill	08/29/2008		Nevada Power		Gas & Electric	-1,519.02	-47,811.70
Bill	08/31/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-273.29	-48,084.99
Bill	09/17/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-48,184.99
Bill Print-Check	09/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-47,911.70

Actual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Print-Check	09/17/2008	EFT	Nevada Power		NSB Checking	1,519.02	-43,585.52
Bill Print-Check	09/17/2008	1201	City of Nevada Business License Renewal 010-100607358		NSB Checking	100.00	-43,485.52
Bill	09/18/2008	420	Rent Consulting Inc		Engineering Expense	-600.00	-44,085.52
Bill Print-Check	09/18/2008	1202	Rent Consulting Inc		NSB Checking	600.00	-43,485.52
Bill Print-Check	09/19/2008	EFT	LVWMO		NSB Checking	808.81	-42,676.71
Bill	09/23/2008		LVWMO		Water	-269.40	-42,946.11
Bill	09/27/2008		Nevada Power		Gas & Electric	-1,241.36	-44,187.47
Bill Print-Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 89-11,002,001	NSB Checking	13,413.87	-57,601.34
Bill Print-Check	10/16/2008	EFT	Nevada Power		NSB Checking	1,241.36	-58,842.70
Bill Print-Check	10/20/2008	EFT	LVWMO		NSB Checking	269.40	-59,112.10
Bill Print-Check	10/27/2008	1205	Kent Anderson		NSB Checking	2,437.00	-61,549.10
Total Accounts Payable						-26,827.74	-61,549.10
Go Global Note Payable @ 22%							0.00
Deposit	05/02/2009		Go Global, Inc.	Loan to cover interest payments	NSB Checking	-100,000.00	-100,000.00
Deposit	05/29/2009		Go Global, Inc.	Loan to cover ANB interest Pymt	NSB Checking	-25,000.00	-125,000.00
Check	10/17/2009	1002	Go Global, Inc.	Interest Payment on 5/2/09 loan @ 22% through 10/17/09	NSB Money Market	12,250.68	-112,749.32
General Journal	10/17/2009		Go Global, Inc.	Accumulated Interest through 10/17/09	Interest Expense	-12,250.68	-125,000.00
Check	10/27/2009	1204	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	55,000.00	-70,000.00
Check	10/27/2009	1206	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	15,000.00	-55,000.00
General Journal	10/27/2009		Desert Lakes Holdings LLC	GO to carry remainder of loan balance directly with CLS.Due 10/1 from Desert Lakes Hldg	NSB Checking	22,657.75	-32,342.25
General Journal	10/27/2009	LLB-89-07-9	Go Global, Inc.	Accumulated Interest through 10/27/09	Interest Expense	-753.42	-33,095.67
Total Go Global Note Payable @ 22%						-33,095.67	-33,095.67
Alliance Mortgage Note							0.00
General Journal	09/14/2006	13	Pen Metal Property Closing		Boulder Property	-15,500,000.00	-15,500,000.00
General Journal	05/25/2007		ANB Financial Refinance		Closing Costs	17,099,370.82	-3,400,629.18
General Journal	05/25/2007		Interest from 5/1/07-5/25/07 paid with ANB Refinance		Mortgage	-148,988.25	-3,549,617.43
General Journal	05/25/2007		Deferred Points Principal Balance paid with ANB Refinance		Loan Fees	-412,500.00	-3,962,117.43
General Journal	05/25/2007		Interest on 412.5K from 4/14-5/25 paid with ANB Refinance		Loan Interest	-8,258.32	-3,970,375.75
General Journal	05/25/2007		Interest on 412.5K from 5/14/05-4/14/07 paid with ANB Refi		Loan Interest	-31,281.25	-4,001,657.00
General Journal	05/25/2007		Administrative & Demand Fee paid with ANB Refinance		Closing Costs	-375.00	-4,002,032.00
Total Alliance Mortgage Note						0.00	-4,002,032.00
ANB Financial Loan							0.00
General Journal	05/25/2007		ANB Financial Refinance		Closing Costs	-21,000,000.00	-21,000,000.00
Transfer	05/10/2008		FDIC pass with hold to credit to loan later		Pulaski Bank MMA	508,003.80	-20,491,996.20
Total ANB Financial Loan						-20,491,996.20	-20,491,996.20
Payroll Liabilities							0.00
Total Payroll Liabilities							0.00
Capital Accounts							0.00
Antonio Nevada, LLC							0.00
Capital							0.00
Deposit	09/12/2009		D&D Properties, LLC	Initial Investment	NSB Checking	-2,500,000.00	-2,500,000.00
Deposit	10/24/2009		Go Global, Inc	Yomk, LLC contribution for Antonio Nevada, LLC	NSB Checking	-500,000.00	-3,000,000.00
Total Capital						-3,000,000.00	-3,000,000.00
Contributions							0.00
Total Contributions							0.00

Actual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
Distributions							
Check	08/22/2007		Antonie Nevada, LLC		NSB Checking	2,230,000.00	2,230,000.00
Check	09/21/2007		Antonie Nevada, LLC		NSB Checking	770,000.00	3,000,000.00
Total Distributions						3,000,000.00	3,000,000.00
Net Profit or (Loss)							0.00
Total Net Profit or (Loss)							0.00
Antonie Nevada, LLC - Other							0.00
Total Antonie Nevada, LLC - Other							0.00
Total Antonie Nevada, LLC						0.00	0.00
Eddyline Investments, LLC							0.00
Capital							0.00
Total Capital							0.00
Contributions							0.00
Deposit	01/26/2007		Eddyline Investments, LLC	Capital Contribution	NSB Checking	-50,000.00	-50,000.00
Total Contributions						-50,000.00	-50,000.00
Distributions							0.00
Total Distributions							0.00
Net Profit or (Loss)							0.00
Total Net Profit or (Loss)							0.00
Eddyline Investments, LLC - Other							0.00
Total Eddyline Investments, LLC - Other							0.00
Total Eddyline Investments, LLC						-50,000.00	-50,000.00
Go Global, Inc.							0.00
Capital							0.00
General Journal	08/15/2005	1	Secretary of State	GG paid SOS-Articles of Org. fee to establish Eldorado H	Business Licenses & Fees	-200.00	-200.00
General Journal	10/25/2005	2	Secretary of State	GG paid SOS-Initial List of Members Filing Fee	Business Licenses & Fees	-125.00	-325.00
General Journal	03/17/2006	5	the Region Family 2004 Inevitable	Tu EMD for purchase from Pan Metal Corporation (Paid w/c	Deposits for Closing	-250,000.00	-250,325.00
General Journal	04/18/2006	3	OGI Environmental, LLC	Invt# E2005-78 paid by GG-Aval Check# 1099	Engineering Expense	-252,825.00	-252,825.00
General Journal	05/02/2006	4	WRG Design Inc.	ALTA Survey	Engineering Expense	-14,000.00	-266,825.00
General Journal	06/01/2006	6	OGI Environmental, LLC	Invt# E2006-110 paid by GG-NSB Check# 1067 for Phase	Engineering Expense	-3,850.00	-270,675.00
General Journal	06/23/2006	7	Shreck Brigrone	Invt# 100089 PSA for Eldorado Mills paid by GG-NSB Che	Legal Fees	-1,080.00	-271,755.00
General Journal	06/28/2006	8	Lorne Sawyer & Collins	Invt# 265965 paid by GG-NSB Check# 1108	Legal Fees	-6,282.50	-278,037.50
General Journal	06/28/2006	9	WRG Design Inc.	Invt# 0029452 paid by GG-NSB Check# 1106	Engineering Expense	-7,320.00	-285,357.50
General Journal	06/28/2006	10	Shreck Brigrone	Invt# 100058 paid by GG-NSB Check# 1107	Legal Fees	-522.00	-285,879.50
Deposit	08/10/2006		Go Global, Inc.	CC to open new NSB checking account	NSB Checking	-10,000.00	-295,879.50
Deposit	08/12/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-15,000.00	-310,879.50
Total Capital						-310,879.50	-310,879.50
Contributions							0.00
Deposit	08/30/2006		Jared Smith	Initial Investment	NSB Checking	-50,000.00	-50,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	08/06/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-30,000.00	-30,000.00
Deposit	09/11/2006		Craig Dunlap	Initial Investment	NSB Checking	-50,000.00	-130,000.00
Deposit	09/13/2006		Eric Rietz	Initial Investment	NSB Checking	-20,000.00	-150,000.00
Deposit	09/13/2006		Go Global, Inc.	Advance from Go Global, LLC for clearing	NSB Checking	-450,000.00	-1,000,000.00
Deposit	12/21/2006		Go Global, Inc.	CC Cover Alliance Interest Payment	NSB Checking	-20,000.00	-1,020,000.00
Deposit	01/16/2007		Go Global, Inc.	CC Payback RG loan	NSB Checking	-50,000.00	-1,070,000.00
Deposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Paym	NSB Checking	-120,000.00	-1,190,000.00
Deposit	03/05/2007		Go Global, Inc.	CC Cover Appraisal Fee	NSB Checking	-5,000.00	-1,195,000.00
Deposit	04/05/2007		Go Global, Inc.	CC to cover 1/2 of Alliance Interest Paym	NSB Checking	-90,000.00	-1,285,000.00
Deposit	04/30/2007		Go Global, Inc.	CC to cover interest expense	NSB Checking	-240,000.00	-1,525,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover Robert Ray Payback	NSB Checking	-285,000.00	-1,810,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover PSP Payment	NSB Checking	-10,000.00	-1,820,000.00
Deposit	05/24/2007		Go Global, Inc.	CC Cover PSP Paym	NSB Checking	-5,000.00	-1,825,000.00
Deposit	05/19/2007		Go Global, Inc.	CC to cover Antonio Navada Payment	NSB Checking	-2,230,000.00	-4,055,000.00
Deposit	11/15/2007		Go Global, Inc.	Loan to cover Nor ANB Interest Paym	NSB Checking	-174,000.00	-4,229,000.00
Deposit	11/30/2007		Go Global, Inc.	CC Cover Expenses	NSB Checking	-5,000.00	-4,234,000.00
Deposit	12/21/2007		Go Global, Inc.	CC Cover ANB Interest Payment	NSB Checking	-175,000.00	-4,409,000.00
Deposit	12/26/2007		Go Global, Inc.	G-C Cover Engineering Expenses	NSB Checking	-25,000.00	-4,434,000.00
Deposit	01/10/2008		Go Global, Inc.	Loan to cover expenses	NSB Checking	-20,000.00	-4,454,000.00
Deposit	02/23/2008		Go Global, Inc.	Loan to cover ANB Internal Paym	NSB Checking	-180,000.00	-4,634,000.00
Deposit	02/23/2008		Go Global, Inc.	Loan to cover property tax	NSB Checking	-10,000.00	-4,644,000.00
Deposit	02/28/2008		Go Global, Inc.	Loan to cover interest payments	NSB Checking	-168,000.00	-4,812,000.00
Deposit	05/29/2008		Go Global, Inc.	CC for ANB Interest Paym	NSB Checking	-54,000.00	-4,866,000.00
Deposit	05/27/2008		Go Global, Inc.	CC for ANB Interest Payment	NSB Checking	-34,000.00	-4,900,000.00
Deposit	07/09/2008		Go Global, Inc.	Deposit	NSB Checking	-73,870.00	-4,973,870.00
Total Contributions						-4,973,870.00	-4,973,870.00
Distributions						0.00	0.00
General Journal	12/31/2006	LLB-06-3		Reclass	Interest Expense	643,499.94	643,499.94
Check	06/14/2007	1080	Go Global, Inc.	Capital Distribution	NSB Checking	200,000.00	843,499.94
Transfer	09/19/2007			Split \$2.23M Contribution between CC & Loan	Due (to) from Go Global	470,000.00	1,313,499.94
Transfer	09/19/2007			Payoff Go Global Loan	Go Global Loan @ 8.25%	400,000.00	1,713,499.94
General Journal	12/31/2007	LLB-06-07-2	Jared Smith	Reclass per Carlos	Consulting	1,420,000.00	3,133,499.94
General Journal	10/27/2008			Apply James's CC to DLCC Loan	Due (to) from Desert Lakes Hdg	50,000.00	3,183,499.94
Total Distributions						3,183,499.94	3,183,499.94
Net Profit or (Loss)						0.00	0.00
Total Net Profit or (Loss)						0.00	0.00
Go Global, Inc. - Other						0.00	0.00
Total Go Global, Inc. - Other						0.00	0.00
Total Go Global, Inc.						-2,101,229.56	-2,101,229.56
Ray Family Trust						0.00	0.00
Capital						0.00	0.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-250,000.00	-250,000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-35,561.60	-285,561.60
Total Capital						-285,561.60	-285,561.60
Contributions						0.00	0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Contributions								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Ray Family Trust - Other								0.00
Total Ray Family Trust - Other								0.00
Total Ray Family Trust							-283,561.60	-283,561.60
The Rogich Family 2004 Ir Trust								0.00
Capital								0.00
Total Capital							-250,000.00	-250,000.00
Contributions								0.00
Deposits for Closing								0.00
Total Contributions								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust							-2,141,625.00	-2,141,625.00
Capital Accounts - Other								0.00
Total Capital Accounts - Other								0.00
Total Capital Accounts							-4,576,416.16	-4,576,416.16
Opening Bal Equity								0.00
Total Opening Bal Equity								0.00
Retained Earnings							325.00	325.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	01/01/2006	LLB-06-1		Reclass		-525.00	0.00
Closing Entry	12/31/2006					41,618.31	41,618.31
Closing Entry	12/31/2007					2,275,659.86	2,317,678.17
Closing Entry	12/31/2008					1,078,627.69	3,394,305.86
Closing Entry	12/31/2009						3,394,305.86
Closing Entry	12/31/2010						3,394,305.86
Closing Entry	12/31/2011						3,394,305.86
Closing Entry	12/31/2012						3,394,305.86
Closing Entry	12/31/2013					3,394,305.86	3,394,305.86
Total Retained Earnings							0.00
Commission Income							0.00
Total Commission Income							0.00
Consulting Fee Income							0.00
Total Consulting Fee Income							0.00
Gifts Received							0.00
Total Gifts Received							0.00
Miscellaneous Income							0.00
Total Miscellaneous Income							0.00
Rental Income							0.00
Total Rental Income							0.00
Rent							0.00
Total Rent							0.00
Appraisal Fees							0.00
Total Appraisal Fees							0.00
Automobile Expense							0.00
Gas							0.00
Total Gas							0.00
Automobile Expense - Other							0.00
Total Automobile Expense - Other							0.00
Total Automobile Expense							0.00
Bank Service Charge							0.00
Total Bank Service Charge							0.00
Business Licenses & Fees							0.00
Total Business Licenses & Fees							0.00
Charitable Donations							0.00
Total Charitable Donations							0.00
Closing Costs							0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
Total Cleaning Costs							
Dues & Subscriptions						6.00	
Total Dues & Subscriptions						0.00	
Engineering Expense						6.00	
Total Engineering Expense						0.00	
Equipment Rental						6.00	
Total Equipment Rental						0.00	
Gifts to Clients						6.00	
Total Gifts to Clients						0.00	
Insurance						6.00	
Liability						6.00	
Total Liability						0.00	
Insurance - Other						6.00	
Total Insurance - Other						0.00	
Total Insurance						0.00	
Interest Expense						6.00	
Finance Charge						6.00	
Total Finance Charge						0.00	
Loan Interest						6.00	
Total Loan Interest						0.00	
Mortgage						6.00	
Total Mortgage						0.00	
Interest Expense - Other						6.00	
Total Interest Expense - Other						0.00	
Total Interest Expense						0.00	
Loan Fees						6.00	
Total Loan Fees						0.00	
Maintenance						6.00	
Cleaning & Janitorial						6.00	
Total Cleaning & Janitorial						0.00	
Repairs						6.00	
Total Repairs						0.00	
Maintenance - Other						6.00	
Total Maintenance - Other						0.00	

**Eldorado Hills, LLC
General Ledger**

Endoraco Hills, LLC General Ledger						
Accrual Basis	Type	Date	Num	Name	Memo	
Total Maintenance						Balance
						0.00
Marketing Expense						0.00
						0.00
Total Marketing Expense						
						0.00
Mileage Expense						0.00
						0.00
Total Mileage Expense						
						0.00
Miscellaneous Expense						0.00
						0.00
Total Miscellaneous Expense						
						0.00
Office Expense						0.00
						0.00
Total Office Supplies						
						0.00
Postage & Delivery						0.00
						0.00
Total Postage & Delivery						
						0.00
Printing & Reproduction						0.00
						0.00
Total Printing & Reproduction						
						0.00
Office Expense - Other						0.00
						0.00
Total Office Expense - Other						
						0.00
Total Office Expense						
						0.00
Payroll Expenses						0.00
						0.00
Total Payroll Expenses						
						0.00
Professional Fees						0.00
						0.00
Accounting						0.00
						0.00
Total Accounting						
						0.00
Consulting						0.00
						0.00
Total Consulting						
						0.00
Legal Fees						0.00
						0.00
Total Legal Fees						
						0.00
Professional Fees - Other						0.00
						0.00
Total Professional Fees - Other						
						0.00
Total Professional Fees						
						0.00
Taxes						0.00
						0.00
Federal						0.00
						0.00
Total Federal						
						0.00
Personal Property						0.00
						0.00
Total Personal Property						
						0.00

Eldorado Hills, LLC
General Ledger

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Property							
Total Property							0.00
							0.00
Taxes - Other							
Total Taxes - Other							0.00
							0.00
Total Taxes							0.00
Tools & Misc. Equipment							0.00
Total Tools & Misc. Equipment							0.00
Travel & Entertainment							0.00
Lodging							0.00
Total Lodging							0.00
Meals & Entertainment							0.00
Total Meals & Entertainment							0.00
Travel							0.00
Total Travel							0.00
Travel & Entertainment - Other							0.00
Total Travel & Entertainment - Other							0.00
Total Travel & Entertainment							0.00
Uncategorized Expense							0.00
Total Uncategorized Expense							0.00
Utilities							0.00
Gas & Electric							0.00
Total Gas & Electric							0.00
Telephone & Fax							0.00
Total Telephone & Fax							0.00
Waste Management							0.00
Total Waste Management							0.00
Water							0.00
Total Water							0.00
Utilities - Other							0.00
Total Utilities - Other							0.00
Total Utilities							0.00
Interest Income							0.00
Total Interest Income							0.00

Eldorado Hills, LLC
General Ledger

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
No acct							0.00
Total no acct							0.00
TOTAL						0.00	0.00

EXHIBIT 2

EXHIBIT 2

AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS LLC'S OPPOSITION TO ROGICH DEFENDANTS' MOTION IN
LIMINE TO PRECLUDE THE ALTERED ELDORADO HILL'S GENERAL LEDGER AND
RELATED TESTIMONY AT TRIAL

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

I, Mark Simons, being duly sworn, depose and state under penalty of perjury the following:

1. I am an attorney licensed in Nevada and am counsel representing Nanyah Vegas, LLC in this matter. I am a shareholder with the law firm of SIMONS HALL JOHNSTON PC.

2. I have personal knowledge of the facts set forth in this affidavit, and if I am called as a witness, I would and could testify competently as to each fact set forth herein.

3. I submit this affidavit in support of Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's General Ledger and Related Testimony at Trial ("Opposition"), to which this affidavit is attached as Exhibit 2.

4. During the depositions in this case, a master set of deposition exhibits were used. I designated Eldorado's General Ledger with Bates No. PLTF 547-574 in the depositions of Mr. Rogich and Ms. Olivas as Deposition Exhibit 3.

5. Exhibit 3 to the Opposition is a true and correct copy of Deposition Exhibit 3 referenced in paragraph 4 above.

6. Exhibit 4 to the Opposition are true and correct excerpts of Melissa Olivas' May 2, 2018, deposition transcript.

7. Exhibit 5 to the Opposition are true and correct excerpts of Sigmund Rogich's May 24, 2018, deposition transcript.

8. Nanyah requests monetary sanctions of \$1,710.00 be imposed.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 9. I incurred 3.8 hours reviewing, researching, analyzing the factual
2 contentions, assembling the appropriate exhibits, drafting, editing and filing the present
3 opposition. My standard hourly rate is \$450.00 per hour.

4 FURTHER AFFIANT SAYETH NAUGHT.

5 Dated this 20th day of March, 2019.


MARK G. SIMONS

7 STATE OF NEVADA)
8)ss.
9 COUNTY OF WASHOE)

10 Subscribed and sworn to before me
11 on this 20 day of March, 2019 by
12 Mark G. Simons at Reno, Nevada.


13 NOTARY PUBLIC

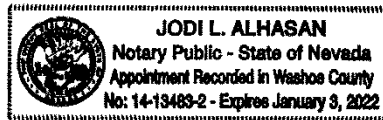


EXHIBIT 3

EXHIBIT 3

Accuracy: Bulk

Δ π EXHIBIT
 M-1, SSJ Oliver
 3
 Deponent N
 Date 5/2/18 Rpt MRF
 WWW.DEPOSEX.COM

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	06/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,682,745.56
Check	06/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,682,735.56
Deposit	06/13/2006		Eric Rife	Initial Investment	Contributions	20,000.00	3,719,735.56
Deposit	06/13/2006		Go Global, Inc.	Temp Loan via Peasin Street Plaza	Due (to) from PGP	600,000.00	4,319,735.56
Deposit	06/14/2006		Peasin Street Plaza, LLC	Advance from OG NSB LOC for clearing	Contributions	850,000.00	5,169,735.56
Check	06/14/2006		Nevada Title	Temp Loan	Due (to) from PGP	40,000.00	5,208,735.56
Check	06/14/2006		Nevada Title	Clearing Funds	Deposits for Clearing	-30,000.00	5,178,735.56
Deposit	06/14/2006		Nevada State Bank	Clearing Funds	Deposits for Clearing	5,160,000.00	20,738.56
Check	06/14/2006		Nevada State Bank	Revenue Wire Fee	Bank Service Charge	-20.00	20,718.56
Deposit	06/25/2006		Nevada Title	Buyer Refund	Bank Service Charge	-20.00	20,738.56
Bill Print - Check	06/26/2006	1026	Seller/Henken Group	Certificate of Good Standing	Builder Property	10,370.10	40,128.66
Check	10/06/2006	1026	Secretary of State	Yosh, LLC contribution for Antonio Nevada, LLC	Accounts Payable	-6,930.00	33,200.66
Check	10/24/2006		Go Global, Inc.	Interest Payment on Alliance Mortgage Note	Business Licenses & Fees	-50.00	33,250.66
Check	11/01/2006	1010	Alliance Mortgage	Transfer of Right of Way Grant	Capital	500,000.00	333,250.66
Check	11/15/2006	1011	Bureau of Land Management	Policy # 2008 GL	Interest Expense	-178,750.00	354,500.66
Bill Print - Check	11/20/2006	1013	Digital Singer		Engineering Expense	-100.00	354,400.66
Bill Print - Check	12/04/2006	1014	Mentury LDO		Liability	-2,945.81	351,454.87
Bill Print - Check	12/04/2006	1018	Redwood Enterprises, LLC		Accounts Payable	-178,750.00	172,712.87
Bill Print - Check	12/04/2006	1015	Seller/Henken Group		Accounts Payable	-530	172,207.48
Deposit	12/21/2006		Go Global, Inc.	CC Cover Alliance Interest Payment	Accounts Payable	-526.00	171,681.48
Check	12/21/2006	1017	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Accounts Payable	-8,062.00	163,619.48
Check	12/26/2006		Redwood Enterprises, LLC	Temp Loan from Realized Gains, LLC	Contributions	20,000.00	183,619.48
Check	12/26/2006		Desert Lake Country Club		Interest Expense	-100,000.00	83,619.48
Check	01/03/2007	1018	Jared Smith	RE 12/27/06 Staff Expense Report	Due (to) from Realized Gains	100,000.00	183,619.48
Check	01/03/2007	1019	County Clerk	VOID: Redwood Firm Name Filing	Due (to) from Jared Smith	-100,000.00	83,619.48
Check	01/03/2007	1020	Wayne Collier	RE 1/2 of the costs	Business Licenses & Fees	0.00	83,619.48
Check	01/03/2007	1021	Wayne Collier	RE 1/2 of the costs	Due (to) from Desert Lakes Hdg	0.00	83,619.48
Check	01/03/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	Due (to) from Desert Lakes Hdg	-187.50	8,431.98
Check	01/03/2007	1022	Eddystone Investments, LLC	Temp Loan to cover opening of new account	Due (to) from Desert Lakes Hdg	-2,500.00	5,931.98
Check	01/16/2007		Go Global, Inc.	CC Payback RD loan	Due (to) from Jared Smith	-100.00	5,831.98
Check	01/16/2007	1026	Realized Gains, LLC	Parties payback for 12/26/06 loan	Contributions	50,000.00	5,931.98
Check	01/16/2007	1027	Jared Smith	RE 1/18/07 Staff Expense Report	Due (to) from Realized Gains	50,000.00	54,931.98
Check	01/16/2007	1028	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Jared Smith	-588.50	54,343.48
Check	01/24/2007	1029	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings	Due (to) from Desert Lakes Hdg	-2,500.00	51,843.48
Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	Due (to) from Desert Lakes Hdg	-125.00	51,718.48
Check	01/24/2007	1030	Foothill Ammunition	Arms Order	Due (to) from Desert Lakes Hdg	-417.69	51,300.79
Deposit	01/26/2007		Eddystone Investments, LLC	Capital Contribution	Due (to) from Desert Lakes Hdg	8,686.30	60,000.00
Check	01/26/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Contributions	50,000.00	41,721.30
Check	01/26/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hdg	20,000.00	21,721.30
Deposit	01/31/2007	1033	Go Global, Inc.	Capital Contribution to cover PG & PGP Loan Payable	Due (to) from Desert Lakes Hdg	-20,000.00	1,721.30
Check	01/31/2007	1034	Peasin Street Plaza, LLC	Payback 12/26/06 loan	Contributions	120,000.00	121,721.30
Check	02/06/2007	1036	Mentury LDO	Payoff 3/14/06 loan & portion of 9/13/06 loan	Due (to) from Realized Gains	50,000.00	171,721.30
Check	02/06/2007	1036	Abie Lock & Alarm	Inv# 15117 for Dup Keys	Due (to) from PGP	46,000.00	6,721.30
Check	02/06/2007	1037	Go Global, Inc.	Refund to Client	Accounts Payable	-5.39	6,715.91
Check	02/06/2007	1037	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Due (to) from Desert Lakes Hdg	-249.62	6,466.29
Check	02/06/2007	1037	The Rogoff Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	Liability	13.71	6,480.00
Check	02/06/2007	1037	The Rogoff Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	Mortgage	-178,750.00	-172,269.91
Check	02/06/2007	1038	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Contributions	178,750.00	6,480.00
Check	03/05/2007				Contributions	178,750.00	185,230.00
Check	03/05/2007				Mortgage	-178,750.00	6,480.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Memo	Split	Amount	Balance
Deposit	03/05/2007		CC Cover Appraisal Fee	Contributions	5,000.00	11,489.09
Check	03/08/2007		Service Charge	Bank Service Charge	-31.11	11,457.98
Check	03/15/2007	1039	ANS Financial	Appraisal Fees	-7,500.00	3,957.98
Bill Print-Check	03/19/2007	1040	Mercury LDO	Accounts Payable	-13.56	3,944.40
Bill Print-Check	03/20/2007	1041	Mercury LDO	Accounts Payable	-23.77	3,920.63
Check	03/26/2007	1042	Pearson Steel Plaza, LLC	Due To From PSP	-1,000.00	2,920.63
Deposit	03/26/2007		Partial Loan Payment	Undeposited Funds	17,626.00	20,546.63
Deposit	03/26/2007		Deposit	Personal Property	754.02	21,300.65
Deposit	03/26/2007		112 of personal property fee from PAC vs. DLH	Contributions	80,375.00	101,625.65
Check	04/06/2007	1043	The Rough Family 2004 Irrevocable Tru	Mortgage	-178,750.00	-80,954.85
Check	04/06/2007		Interest Payment on Alliance Mortgage Note	Contributions	30,000.00	-21,894.85
Check	04/06/2007		CC to cover 112 of Alliance Interest Pymt	Service Charge	-1.10	-21,895.95
Check	04/11/2007	1044	Clark County Assessor	Bank Service Charge	-1,618.90	-23,514.85
Check	04/24/2007	1045	Go Global, Inc.	Due To From Go Global	-463.76	-23,978.61
Check	04/24/2007	1046	LVMQ	Water	-219.18	-24,197.79
Check	04/24/2007	1047	Pro-Flame Gas	Gas & Electric	-1,578.77	-25,776.56
Bill Print-Check	04/24/2007	1048	Kimley-Horn and Associates Inc	Accounts Payable	-6,504.50	-32,281.06
Bill Print-Check	04/24/2007	1049	Mercury LDO	Accounts Payable	-103.97	-32,385.03
Check	04/24/2007	1050	Integrity Engineering	Due To From California Nevada	-2,539.52	-34,924.55
Deposit	04/26/2007		Shared engineering expense (paid 7/1/10)	Undeposited Funds	10,500.00	-24,424.55
Check	04/30/2007	1051	Go Global, Inc.	Contributions	-240,000.00	-260,269.77
Check	04/30/2007	1052	Alliance Mortgage	Mortgage	-81,245.77	-341,515.54
Bill Print-Check	04/30/2007	1053	OC Environmental, LLC	Accounts Payable	-550.00	-342,065.54
Check	05/14/2007	1054	R&B Consulting Inc	Accounts Payable	-58,000.00	-399,965.54
Check	05/14/2007	1055	Sumner Reliance	Due To From Sumner Reliance	-49.75	-400,015.29
Deposit	05/15/2007	1056	Go Global, Inc.	CC Cover Robert Ray Payback	285,000.00	-115,015.29
Check	05/15/2007	1057	Robert Ray	Payoff 5/1/2006 loan	-283,561.60	-23,453.69
Check	05/15/2007	1058	Alliance Mortgage	-SPLIT-	-350.00	-23,803.69
Deposit	05/15/2007	1059	Go Global, Inc.	Mortgage	10,000.00	-13,803.69
Check	05/15/2007	1060	Pearson Steel Plaza, LLC	Contributions	-15,000.00	-28,803.69
Bill Print-Check	05/15/2007	1061	LVMQ	Accounts Payable	-526.62	-29,330.31
Bill Print-Check	05/15/2007	1062	Nevada Power	Accounts Payable	-370.64	-30,000.95
Bill Print-Check	05/15/2007	1063	Pro-Flame Gas	Accounts Payable	0.00	-30,000.95
Bill Print-Check	05/17/2007	1064	Nevada Power	Accounts Payable	-171.63	-30,172.58
Check	05/17/2007	1065	Clark County	Accounts Payable	-300.00	-30,472.58
Check	05/21/2007	1066	Desert Lake Shooting Club	Engineering Expense	-500.00	-30,972.58
Bill Print-Check	05/21/2007	1067	L1 Bradford & Company, LLC	Accounts Payable	-283.00	-31,255.58
Check	05/22/2007	1068	Pearson Steel Plaza, LLC	Accounts Payable	-1,350.00	-32,605.58
Check	05/22/2007	1069	The Rough Family 2004 Irrevocable Tru	Due To From PSP	-5,000.00	-37,605.58
Deposit	05/24/2007	1070	Kimley-Horn and Associates Inc	Contributions	178,750.00	-19,725.58
Bill Print-Check	05/24/2007	1071	Go Global, Inc.	Accounts Payable	-2,572.88	-22,298.46
Check	05/24/2007	1072	Pearson Steel Plaza, LLC	Contributions	5,000.00	-17,298.46
Check	05/29/2007	1073	ANS Financial Refinance	Due To From PSP	-5,000.00	-22,298.46
Check	05/29/2007	1074	CC Cover 2/2/10 Pymt	Closing Costs	2,818,715.18	2,796,416.72
Check	06/12/2007	1075	LVMQ	Accounts Payable	-6,534.74	2,789,881.98
Bill Print-Check	06/12/2007	1076	Seller Hamilton Group	Accounts Payable	-7,032.00	2,782,849.98
Check	06/14/2007	1077	ve Rough Family 2004 Irrevocable Tru Capital Distribution	Accounts Payable	-200,000.00	2,582,849.98
Check	06/14/2007	1078	Go Global, Inc	Distributions	-200,000.00	2,382,849.98
Check	06/14/2007	1079	Pearson Steel Plaza, LLC	Accounts Payable	-549,350.00	1,833,499.98
Check	06/14/2007	1080	Loan Payoff (Disposd accordingly to MTC)	Undeposited Expense	-649,000.00	1,184,499.98
Check	06/14/2007	1081	Pearson Steel Plaza, LLC	Due To From PSP	-2,041,720.29	-857,220.29
Check	06/14/2007	1082	MR Chafferson Venn, LLC	Undeposited Expense	-549,000.00	-1,406,220.29
Deposit	06/14/2007		Payoff for 5/14/07 check 1031 deposit emy	Undeposited Expense	549,000.00	-857,220.29

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
888 Print-Check	06/18/2007	EFT	Nevada Power		Accounts Payable	-1,082.26	2,540,528.00
Check	06/19/2007	1083	ANS Financial	Interest Pymt to Loan# 150000170	Mortgage	-173,897.26	1,886,742.74
Deposit	06/22/2007		LVMWD	Refund of credit balance on Eldorado Carriage Corp Pym	Water	269.84	1,887,012.58
Check	06/26/2007	1084	Go Global, Inc	Temp Loan	Due (to) from Go Global	-270,000.00	287,012.58
Transfer	06/27/2007			Xfer to Money Market Account	NSB Money Market	-1,300,000.00	97,012.58
Check	06/27/2007	1085	Go Global, Inc	Temp Loan	Due (to) from Go Global	-100,000.00	97,012.58
Deposit	06/27/2007			Deposited	Unallocated Funds	22,500.00	119,512.58
Deposit	07/03/2007			Payroll overpayment of loan for 5/1/2006 corrected trans	Due (to) from Go Global	270.00	119,782.58
811 Print-Check	07/10/2007	1086	Alaska Fire Equipment	Repairs & Painting on Warehouse	Accounts Payable	-1,684.86	118,107.70
Check	07/12/2007	1087	Ryan Stead		Repairs	3,000.00	115,107.70
811 Print-Check	07/13/2007	1088	Boyd Consulting, LLC		Accounts Payable	2,000.00	113,107.70
811 Print-Check	07/13/2007	1089	Kimley-Horn and Associates Inc.		Accounts Payable	-25,240.95	87,866.75
811 Print-Check	07/13/2007	1090	Salter Hardin Group		Accounts Payable	-2,870.00	85,000.00
811 Print-Check	07/13/2007	EFT	LVMWD		Accounts Payable	-371.47	84,628.53
Check	07/13/2007	1091	Summer Reserves	RE: 7/13/07 Staff Expense Report	Due (to) from Summer Reserves	-41.00	84,777.33
811 Print-Check	07/15/2007	1092	Racz Consulting Inc	Xfer to NSB Checking	Accounts Payable	-55,500.00	29,277.33
Check	07/17/2007	0091	Eldorado Hills, LLC	RE: Alarm Rental & Repairs Due to Balance	NSB Money Market	300,000.00	329,277.33
Check	07/17/2007	1093	Jared Smith	Interest Pymt to Loan# 150000170	Due (to) from Jared Smith	-588.47	328,340.88
Check	07/17/2007	1094	ANS Financial		Mortgage	-1,041,790.67	140,053.19
810 Print-Check	07/17/2007	1095	Serra Agency, LLC		Accounts Payable	-45,000.00	95,053.19
Check	07/17/2007	1096	Go Global, Inc	Payroll for 6/24/07 change on GIG Amer	Due (to) from Go Global	-17.65	95,325.84
811 Print-Check	07/18/2007	EFT	Nevada Power		Accounts Payable	-1,404.40	83,921.24
811 Print-Check	07/20/2007	1100	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 185-11-005-001	Accounts Payable	-12,420.25	81,210.99
811 Print-Check	07/20/2007	1098	Kimley-Horn and Associates Inc.		Accounts Payable	-13,031.51	68,179.48
811 Print-Check	07/20/2007	1097	Salter Hardin Group		Accounts Payable	-2,467.50	65,711.98
Check	07/20/2007	1099	Secretary of State	Annual Manager Lic Filing	Business Licenses & Fees	-125.00	65,586.98
Check	08/03/2007	1101	Bryan Stead	Painting of Warehouse	Repairs	-13,700.00	51,886.98
Check	08/03/2007	1102	Ramington Financial Group, Inc	Deposit for Loan Origination Fee	Loan Fees	-7,500.00	44,386.98
811 Print-Check	08/11/2007	1104	Mercury LDO		Accounts Payable	-5.39	44,381.59
811 Print-Check	08/11/2007	1106	Nevada Power		Accounts Payable	2,461.81	41,919.78
811 Print-Check	08/11/2007	1103	GO Environmental, LLC		Accounts Payable	-1,671.15	40,248.63
Check	08/14/2007	0083	WRG Design Inc	Xfer to NSB Checking	Accounts Payable	2,500.00	37,748.63
Check	08/14/2007	1107	Eldorado Hills, LLC	Interest Pymt to Loan# 150000170	NSB Money Market	-180,000.00	197,808.63
Check	08/17/2007	1108	ANS Financial	Xfer to NSB Checking	Mortgage	-173,897.26	23,911.37
Check	08/17/2007	1109	Secretary of State	ADC & Initial Lic for Eldorado II	Business Licenses & Fees	-200.00	23,711.37
Check	08/17/2007	1110	Nevada Department of Taxation	NY Business License for Eldorado II, LLC	Business Licenses & Fees	-100.00	23,611.37
811 Print-Check	08/20/2007	EFT	Nevada Department of Taxation	NY Business License for Eldorado Hills, LLC	Business Licenses & Fees	-23,511.37	23,511.37
Deposit	08/20/2007		LVMWD	Interest Payment on \$400K loan	Accounts Payable	-933.91	22,577.46
811 Print-Check	08/20/2007	1113	Go Global, Inc		Co Global Loan @ 8.25%	2,841.87	25,519.13
811 Print-Check	08/20/2007	1112	Kimley-Horn and Associates Inc		Accounts Payable	-5,250.00	20,269.13
811 Print-Check	08/20/2007	1113	Mercury LDO		Accounts Payable	6,283.54	13,985.49
811 Print-Check	08/20/2007	1111	Stater Health Group		Accounts Payable	20.36	13,985.13
811 Print-Check	08/20/2007	1114	Shope-A-Let		Accounts Payable	-16,180.00	-2,219.87
Check	08/27/2007	0094	Eldorado Hills, LLC	Xfer to NSB Checking	Accounts Payable	-5,604.47	-7,824.34
811 Print-Check	09/17/2007	EFT	Nevada Power		NSB Money Market	197,000.00	189,175.86
811 Print-Check	09/18/2007	EFT	LVMWD		Accounts Payable	-1,808.96	187,366.70
Check	09/18/2007	1116	ANS Financial	Interest Pymt to Loan# 150000170	Accounts Payable	-933.79	186,602.91
Check	09/18/2007	1117	State of Nevada AR Payments	Business License Fee for 2008, Notated 07/20/07/4377	Mortgage	-173,897.26	12,505.65
Check	09/19/2007	1118	Jared Smith	RE: Alarm Rental for Warehouse Clean Up	Business Licenses & Fees	-100.00	12,505.65
Deposit	09/19/2007		Go Global, Inc	CC to cover Armoire Nevada Payment	Due (to) from Jared Smith	932.37	11,573.28
				Contributions		2,250,000.00	2,241,872.28

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/02/2007		Arctico Nevada, LLC		Distributions	-2,230,000.00	11,849.25
Check	09/02/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	11,849.25
Deposit	09/21/2007		The Royal Family 2004 Irrevocable	To UCC Cover Arctico Nevada Payment	Contributions	775,000.00	799,549.25
Deposit	09/21/2007		Arctico Nevada, LLC		Distributions	-770,000.00	15,549.25
Deposit	09/21/2007		Nevada State Bank	Nevada Wire Fee	Bank Service Charge	25.00	15,549.25
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	15,549.25
Check	09/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	15,549.25
Bill Pmt-Check	09/24/2007	1120	Clark County Treasurer	11/07-6/05/09 Property Tax - Parcel# 105-11-002-001	Accounts Payable	-12,420.25	7,118.00
Bill Pmt-Check	09/24/2007	1119	Kimley-Horn and Associates Inc	Consulting Fee Sept 07	Accounts Payable	-2,369.56	5,011.15
Check	10/03/2007	1121	Smith Consulting Inc		Accounts Payable	-3,973.00	1,699.15
Bill Pmt-Check	10/05/2007	1122	Omnia Geotechnical, Inc		Accounts Payable	-2,400.00	-701.85
Bill Pmt-Check	10/05/2007	1123	Starb Hamilton Group		Accounts Payable	-4,707.50	-9,039.35
Bill Pmt-Check	10/05/2007	1124	State of Nevada AR Payments		Accounts Payable	-100.00	-9,509.35
Bill Pmt-Check	10/05/2007	1125	WRG Design Inc.		Accounts Payable	-1,350.00	-10,859.35
Check	10/05/2007	1201	Edwards Hills, LLC	Year to NSB Checking	NSB Money Market	200,000.00	181,140.65
Bill Pmt-Check	10/10/2007	1126	Nevada LDO		Accounts Payable	-116.97	180,924.28
Bill Pmt-Check	10/17/2007	EFT	Mercury Power		Accounts Payable	-1,622.71	177,401.51
Bill Pmt-Check	10/18/2007	1127	Applied Analytics		Accounts Payable	-9,275.00	171,776.51
Check	10/19/2007	1128	ANB Financial	Interest Pmt to Loans 10/2007/70	Accounts Payable	-16,267.87	151,268.67
Check	10/18/2007	1125	Justic Farquid	VOID RE Continental Fight to LV for Investor Potential	Travel	0.00	151,268.67
Bill Pmt-Check	10/22/2007	EFT	LVWVO		Accounts Payable	-436.72	150,832.12
Deposit	10/24/2007		D&D Properties, LLC	Deposit	Undeposited Funds	1,600.00	152,432.12
Check	10/24/2007	1130	Boulder Disposal, Inc	RE Continental Fight to LV for Nevada Investor Present	Travel	-749.97	151,682.15
Bill Pmt-Check	10/25/2007	1132	Pro-Flame Gas		Accounts Payable	-6,811.15	144,870.99
Bill Pmt-Check	10/25/2007	1133	Edwards Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	8,000.00	152,872.99
Check	10/25/2007	1131	Clark County	NCZ Submittal Fee	Engineering Expense	-5,160.00	147,712.99
Check	10/25/2007	1134	Kimley-Horn and Associates Inc		Accounts Payable	-500.26	147,212.73
Bill Pmt-Check	10/31/2007	1135	Starb Hamilton Group	Consulting Fee Oct-07	Accounts Payable	-251,002.90	-104,482.26
Check	10/31/2007	1136	Smith Consulting Inc	Planning of Warehouse & Water Tower	Consulting	-3,303.00	-107,785.26
Check	10/31/2007	1138	Bryan Stead	Online Transfer	NSB Money Market	20,000.00	-87,785.26
Deposit	11/02/2007		Edwards Hills, LLC	Online Transfer	NSB Money Market	9,847.14	-77,938.12
Deposit	11/02/2007		Edwards Hills, LLC	Online Transfer	NSB Money Market	9,847.14	-68,090.98
Check	11/02/2007	1137	Starb Hamilton Group	Balance for NCZ Clark County Submittal Fee	Engineering Expense	-325.00	-68,415.98
Check	11/05/2007	1139	Cygal Singer	Policy # 2007 CL	Liability	-2,925.10	-71,341.08
Bill Pmt-Check	11/06/2007	1140	Boulder Disposal Inc.	Online Xfer to NSB Checking	Accounts Payable	-469.98	-71,811.06
Check	11/06/2007		Edwards Hills, LLC		NSB Money Market	5,000.00	-66,811.06
Bill Pmt-Check	11/16/2007	EFT	Nevada Power		Accounts Payable	-1,420.50	-68,231.56
Deposit	11/16/2007		Go Global, Inc.	Loan to cover New ANB Interest Pmt	Accounts Payable	173,860.16	105,611.06
Bill Pmt-Check	11/16/2007	1141	ANB Financial	Interest Pmt to Loans 10/2007/70	Contributions	1,771,897.26	1,877,508.32
Bill Pmt-Check	11/16/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 9, 10, 19	Accounts Payable	-500.00	1,877,008.32
Deposit	11/19/2007		LVWVO	CC Cover Expenses	Accounts Payable	-1,868.39	1,875,139.93
Deposit	11/20/2007	EFT	Brimwood Consulting	Deposit	Undeposited Funds	8,900.00	1,884,040.32
Check	11/20/2007		Go Global, Inc.	Consulting Fee Nov-07	Contributions	5,000.00	1,889,040.32
Check	11/20/2007	1143	Smith Consulting Inc	Investment into Edwards Hills vs Canales Nevada LLDue (to) from Canales Nevada	NSB Money Market	-1,450,000.00	1,887,590.32
Deposit	12/07/2007		Crescent Nevada, LLC	Online Xfer	Accounts Payable	-3,939.00	1,879,511.32
Check	12/07/2007		Edwards Hills, LLC		NSB Money Market	1,501,875.51	51,810.51
Bill Pmt-Check	12/09/2007	1148	Applied Analytics		Accounts Payable	-3,600.00	48,210.51
Bill Pmt-Check	12/10/2007	1144	Boulder Disposal Inc.		Accounts Payable	-248.98	45,970.52
Bill Pmt-Check	12/10/2007	1145	Kimley-Horn and Associates Inc		Accounts Payable	-921.38	45,049.14
Bill Pmt-Check	12/10/2007	1147	Starb Hamilton Group		Accounts Payable	-1,552.50	43,496.64

SECRET

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/10/2007	1148	Amc Consulting Inc	RE Planning Consultant Lunch Meeting	Due (to) from Reed Consulting	-55.00	43,441.61
Check	12/10/2007	1148	Daniel O'Sullivan	RE 12/05/07 & 17/08/07 Staff Expense Report	Due (to) from Dan O'Sullivan	-399.86	43,041.66
Check	12/10/2007	1150	Mt. Charleston Vm, LLC	Rent for 2007 (Rent check add to HFCV)	Rent	15,000.00	28,041.66
Deposit	12/10/2007		RE 12/05/07 deposit error for credits 1150			15,000.00	43,041.66
Check	12/10/2007	1151	HFCV, LLC	Rent for 2007	Rent	-15,000.00	28,041.66
Deposit	12/21/2007		CC Cover ANB Interest Payment		Contributions	175,000.00	203,041.66
Check	12/21/2007	1152	Go Global, Inc	RE 12/05/07 Staff Expense Report	Contributions	-188,267.07	34,784.57
Check	12/21/2007	1152	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-403.39	34,381.18
Deposit	12/26/2007		Omnia Geotechnical, Inc	CC Cover Engineering Expenses	Accounts Payable	20,000.00	54,381.18
Check	12/26/2007	1153	State of Nevada All Payments	Business License for Edwards Hills, LLC for Period Endr	Accounts Payable	-43,510.00	10,871.18
Check	12/26/2007	1154	Smith Consulting Inc	Consulting Fee Dec-07	Accounts Payable	-150.00	10,721.18
Check	01/05/2008	1155	Nevada Power		Consulting	12,372.62	23,093.80
Deposit	01/05/2008		Clark County Treasurer	17/07-02/08 Property Tax - Fairview 198-H-002-001	Unexpended Funds	-1,243.33	21,850.47
Check	01/16/2008	1156	Edwards Hills, LLC	Online Vow to NSB Checking	Accounts Payable	820.00	22,670.47
Check	01/16/2008		Go Global, Inc	Loan to cover expenses	NSB Money Market	-12,420.05	10,250.42
Deposit	01/16/2008		Mt. Charleston Vm, LLC		Contributions	3,142.57	13,392.99
Check	01/16/2008	1157	RUS/OLIGER/BAFFIC	Vow Transfer	Accounts Payable	20,000.00	33,392.99
Check	01/16/2008	1157	LVVVO		Accounts Payable	7,098.50	40,491.49
Check	01/17/2008	1158	Builder Disposal Inc		Accounts Payable	-1,300.00	39,191.49
Check	01/25/2008	1159	Kunley-Horn and Associates Inc	Chipping NDOT Coordination	Accounts Payable	-243.99	38,947.50
Check	01/25/2008	1159	Omnia Geotechnical, Inc	Geotech Services for River Quarry Site	Accounts Payable	-260.50	38,686.99
Check	01/25/2008	1160	Edwards Hills, LLC	Online Vow to NSB Checking	Accounts Payable	-8,127.50	30,559.49
Check	02/01/2008		Daniel O'Sullivan	RE 12/05/07 Staff Expense Report	NSB Money Market	5,000.00	35,559.49
Check	02/01/2008	1161	Smith Consulting Inc	Consulting Fee Jan-08	Due (to) from Dan O'Sullivan	-345.00	35,214.49
Check	02/01/2008	1162	LVVVO		Consulting	-3,330.00	31,884.49
Check	02/01/2008	1163	Omnia Financial	Interest Pymt to Loan# 150000170	Accounts Payable	-1,018.89	30,865.60
Check	02/02/2008	1164	ANS Financial	Service Charge	Accounts Payable	-150.00	30,715.60
Check	02/02/2008		Go Global, Inc	Loan to cover ANB Interest Pymt	Bank Service Charge	173,897.26	204,612.86
Check	02/02/2008	1165	Builder Disposal Inc		Contributions	-46.34	204,566.52
Check	02/02/2008	1166	Clark County Treasurer	17/07-02/08 Property Tax - Parcel# 198-H-002-001	Accounts Payable	180,000.00	384,566.52
Check	02/02/2008	1166	Go Global, Inc	Loan to cover property tax	Accounts Payable	-202.45	384,364.07
Check	02/02/2008	1167	Nevada Power		Accounts Payable	-2,090.18	382,273.89
Check	02/02/2008	1167	Smith Consulting Inc	Consulting Fee Feb-08	Accounts Payable	-3,330.00	378,943.89
Check	02/02/2008	1168	Edwards Hills, LLC	Online Vow	NSB Money Market	5,168.96	384,112.85
Check	02/02/2008	1169	Kunley-Horn and Associates Inc		Accounts Payable	-3,560.13	380,552.72
Check	02/02/2008	1170	GOB Environmental LLC	RE 2/25/08 Staff Expense Report	Accounts Payable	860.00	381,412.72
Check	02/02/2008	1170	Daniel O'Sullivan	Due (to) from Dan O'Sullivan	Due (to) from Dan O'Sullivan	-154.00	381,258.72
Check	03/03/2008	1172	Kent Anderson	Accounts Payable	Accounts Payable	-13,437.50	367,821.22
Check	03/05/2008		Edwards Hills, LLC	Online Vow	NSB Money Market	15,000.00	382,821.22
Check	03/17/2008	1173	LVVVO		Accounts Payable	-262.37	382,558.85
Check	03/19/2008		Nevada Power		Gas & Electric	-1,409.46	381,149.39
Deposit	03/24/2008		Renowned Consulting	Deposit	Unexpended Funds	1,170.00	382,319.39
Deposit	03/24/2008		Nevada Water	Deposit	Unexpended Funds	15,000.00	397,319.39
Check	03/24/2008	1173	ANS Financial	Interest Pymt to Loan# 150000170	Mortgage	-17,830.21	379,489.18
Check	03/24/2008	1173	Daniel O'Sullivan	Due (to) from Dan O'Sullivan	Due (to) from Dan O'Sullivan	-11,448.87	368,040.31
Deposit	03/26/2008		Edwards Hills Holdings, LLC	March 2008 Rent	Rental Income	5,000.00	373,040.31
Check	03/26/2008	17794	Nevada Water		Accounts Receivable	15,000.00	388,040.31
Check	03/26/2008		Go Global, Inc	Loan to cover interest payments	Accounts Payable	185,000.00	573,040.31
Check	03/26/2008	1175	Builder Disposal Inc		Accounts Payable	297.49	573,337.80

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
8/1 Pmt-Check	03/1/2008	1176	Boyd Consulting, LLC	Meeting w/FS and BLM	Accounts Payable	-4,125.00	41,767.44
8/1 Pmt-Check	03/1/2008	1174	Kramer-Horn and Associates Inc		Accounts Payable	-265.85	41,501.59
Check	03/1/2008	1177	Daniel Delaney	RE 201108 Staff Expense Report	Due (to) from Dan Delaney	213.51	41,715.10
8/1 Pmt-Check	03/1/2008	1178	AKTI		Accounts Payable	-3,103.00	38,612.10
Deposit	03/1/2008		Desert Lakes Holdings, LLC	Acct-2011 Rent	Rental Income	5,000.00	43,612.10
Check	03/1/2008	1171	Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	10,000.00	53,612.10
Deposit	04/01/2008		Digital Singer	Adt Additional Insured	Liability	-103.40	53,508.70
Check	04/12/2008		Desert Lakes Holdings, LLC		Due (to) from Desert Lakes Hldg	46,808.08	100,316.78
Check	04/12/2008	1179	Go Global, Inc	Payback for Continental Ticket charged on GG Annex	Due (to) from Go Global	20,000.00	120,316.78
Deposit	04/14/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	-1,120.00	119,196.78
8/1 Pmt-Check	04/14/2008	1180	Builder Disposal Inc.	Loan Pmt	Due (to) from Desert Lakes Hldg	75,838.08	195,034.86
8/1 Pmt-Check	04/15/2008	1181	LL Bradley & Company, LLC		Accounts Payable	10,000.00	205,034.86
8/1 Pmt-Check	04/15/2008	EFT	LIVMO		Accounts Payable	-262.40	204,772.46
8/1 Pmt-Check	04/15/2008	EFT	Nevada Power		Accounts Payable	-1,560.00	203,212.46
Deposit	04/21/2008		Desert Lakes Holdings, LLC	Loan Pmt	Accounts Payable	-228.44	202,984.02
Check	04/22/2008	1182	ANS Financial	Interest Pmt to Lend 150000.70	Accounts Payable	-1,385.84	201,598.18
Deposit	04/28/2008		Homesitead 2001, LLC	Temp Loan	Due (to) from Desert Lakes Hldg	5,000.00	206,598.18
Deposit	05/02/2008		Go Global, Inc	Loan to cover interest payments	Mortgage	-172,897.26	33,700.92
Check	05/02/2008	1183	Homesitead 2001, LLC	Loan Payback	Due (to) from Homesitead 2001	100,000.00	133,700.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Go Global Note Payable @ 22%	100,000.00	233,700.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Homesitead 2001	-100,000.00	133,700.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	138,700.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	143,700.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	148,700.92
8/1 Pmt-Check	05/14/2008	EFT	Radio International	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	153,700.92
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pmt	Accounts Payable	3,000.00	156,700.92
Deposit	05/14/2008	EFT	Desert Lakes Holdings, LLC	Warehouse Rental	Due (to) from Desert Lakes Hldg	-7,988.50	148,712.42
8/1 Pmt-Check	05/15/2008	1184	Nevada Power		Rental Income	2,000.00	150,712.42
8/1 Pmt-Check	05/19/2008	1185	Builder Disposal Inc.		Accounts Payable	-1,259.98	149,452.44
8/1 Pmt-Check	05/19/2008	EFT	Shiner Health Group		Accounts Payable	-262.48	149,189.96
Check	05/23/2008	1186	LIVMO		Accounts Payable	-950.00	148,239.96
Payment	05/23/2008	1187	ANS Financial	Interest Pmt to Lend 150000.70	Accounts Payable	-185.54	148,054.42
Deposit	05/29/2008	1187A	Nevada Water		Mortgage	-168,387.67	21,666.75
Deposit	05/29/2008		The Right Family 2004 Investment Tru CC for ANS Interest Pmt		Accounts Receivable	15,000.00	36,666.75
Deposit	05/29/2008		Go Global, Inc	CC for ANS Interest Pmt	Civilizations	54,000.00	90,666.75
Deposit	05/29/2008		Benwood Greening	Loan to cover ANS Interest Pmt	Contributions	54,000.00	144,666.75
8/1 Pmt-Check	06/05/2008	1188	Nevada Power		Go Global Note Payable @ 22%	25,000.00	169,666.75
8/1 Pmt-Check	06/05/2008	1187	Shiner Health Group		Accounts Receivable	1,800.00	171,466.75
Deposit	06/12/2008		VTI Associates	Deposit	Accounts Payable	-1,259.67	170,207.08
8/1 Pmt-Check	06/16/2008	EFT	LIVMO		Accounts Payable	-8,308.00	161,899.08
8/1 Pmt-Check	06/16/2008	1189	Builder Disposal Inc.		Rental Income	1,700.00	163,599.08
8/1 Pmt-Check	06/16/2008	1189	Builder Disposal Inc.		Accounts Payable	-415.62	163,183.46
Deposit	06/16/2008		Clark County Auditor	FDIC insured \$ = interest from ANS Closure	Accounts Payable	-262.48	162,920.98
Deposit	06/16/2008	1190	Clark County Auditor	Acc'd 11/02/09	Accounts Payable	-300.00	162,620.98
Deposit	06/27/2008		The Right Family 2004 Investment Tru CC to cover ANS Interest Pmt		Personal Property	100,151.00	262,771.98
Deposit	07/02/2008		Go Global, Inc	CC for ANS Interest Pmt	Contributions	-1,449.61	261,322.37
Check	07/02/2008		Nevada Water	Deposit	Contributions	34,000.00	295,322.37
Check	07/02/2008		FDIC as receiver for ANS Commercial Interest Payment on old ANS Loan		Unexpended Funds	34,000.00	329,322.37
8/1 Pmt-Check	07/17/2008	EFT	Desert Lakes Holdings, LLC	Deposit	Mortgage	15,000.00	344,322.37
8/1 Pmt-Check	07/17/2008	EFT	LIVMO		Accounts Payable	-18,000.00	326,322.37
8/1 Pmt-Check	07/17/2008	EFT	Nevada Power		Accounts Payable	73,870.00	400,192.37
					Accounts Payable	577.53	400,769.90
					Accounts Payable	-1,306.60	399,463.30

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/S Pmt-Check	07/21/2008	1192	AMT1		Accounts Payable	-3,500.00	88,423.12
B/S Pmt-Check	07/21/2008	1194	Boulder Dispatch Inc.	Customer 30-89-0	Accounts Payable	-207.48	88,186.00
B/S Pmt-Check	07/21/2008	1195	FedEx		Accounts Payable	-49.94	88,118.05
Check	07/28/2008	1196	Secretary of State	Annual Lien Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees	-250.00	87,868.05
B/S Pmt-Check	08/04/2008	1197	Clark County Treasurer	77108-620009 Property Tax - Period 185-11-002-001	Accounts Payable	-13,413.87	74,455.78
Check	08/04/2008	1198	Eldorado Hills, LLC	Online Xfer	NSB Money Market	-60,000.00	14,455.78
B/S Pmt-Check	08/04/2008	1199	rd of Nevada Business License Renewal	Customer 30-89-0	Accounts Payable	-100.00	14,355.78
B/S Pmt-Check	08/11/2008	1198	Boulder Dispatch Inc.	Customer 30-89-0	Accounts Payable	-273.29	14,082.49
B/S Pmt-Check	08/13/2008	1199	Rest Consulting Inc		Accounts Payable	-2,016.00	12,066.49
B/S Pmt-Check	08/15/2008	EFT	LVMWD		Accounts Payable	-520.80	11,545.69
B/S Pmt-Check	08/17/2008	1200	Nevada Power		Accounts Payable	-1,417.26	10,128.38
B/S Pmt-Check	08/17/2008	EFT	Boulder Dispatch Inc.	Customer 30-89-0	Accounts Payable	-273.29	9,855.09
B/S Pmt-Check	08/17/2008	1201	Nevada Power		Accounts Payable	-1,519.02	8,336.07
Deposit	08/17/2008	1201	rd of Nevada Business License Renewal	Licenses 010-1006667958	Accounts Payable	-100.00	8,236.07
B/S Pmt-Check	09/18/2008	1202	Bentwood Consulting	Deposit	Unexpended Funds	1,800.00	9,236.07
B/S Pmt-Check	09/19/2008	EFT	Rest Consulting Inc		Accounts Payable	-500.00	8,736.07
Deposit	10/01/2008	1203	LVMWD		Accounts Payable	-808.91	8,247.16
Deposit	10/01/2008	1204	Bentwood Consulting	10% of Gross for June 2008 Rent	Unexpended Funds	2,850.00	11,307.16
B/S Pmt-Check	10/01/2008	EFT	Desert Lakes Holdings LLC	77108-620009 Property Tax - Period 185-11-002-001	Accounts Payable	-5,020.00	16,327.16
Deposit	10/10/2008	1205	Clark County Treasurer	Loan Pymt (booked as rent)	Unexpended Funds-Holding	-13,413.87	2,913.29
B/S Pmt-Check	10/16/2008	EFT	Desert Lakes Holdings LLC		Accounts Payable	-10,300.00	12,813.29
B/S Pmt-Check	10/22/2008	EFT	Nevada Power		Accounts Payable	-1,241.98	11,571.33
Check	10/27/2008	1204	LVMWD		Accounts Payable	-288.40	11,382.93
Check	10/27/2008	1204	Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00	61,382.93
Check	10/27/2008	1205	Go Global, Inc.	Principal Payment to \$125K Loan	Accounts Payable	-50,000.00	11,382.93
Deposit	10/27/2008	1206	Kent Anderson		Use Global Note Payable @ 22%	-2,437.00	8,945.93
Check	10/27/2008	1206	Desert Lakes Holdings LLC	Loan Pymt	Accounts Payable	-2,437.00	6,508.93
Check	10/27/2008	1206	Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	10,000.00	16,508.93
Check	11/13/2008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Money Market	3,000.00	19,508.93
Deposit	11/14/2008		LVMWD		Go Global Note Payable @ 22%	-15,000.00	4,508.93
Check	11/20/2008	EFT	Bentwood Consulting	October-08 Rent	Wheat	-300.48	4,208.45
Check	12/10/2008	EFT	Nevada Power		Rental Income	800.00	5,008.45
Check	12/10/2008		Eldorado Hills, LLC	Acc'd closed-check given to Melissa Chavez	Gas & Electric	-1,197.21	3,811.24
				Uncategorized Expense		-1,387.84	2,423.40
						6.00	2,429.40
						6.00	2,435.40
						1,387.84	3,821.24
						1,387.84	5,209.08
						6.00	5,215.08
						6.00	5,221.08
						1,387.84	6,608.92
						1,387.84	8,000.00
						6.00	8,006.00
						6.00	8,012.00
						1,387.84	9,399.84
						1,387.84	10,787.68
						6.00	10,793.68
						6.00	10,800.00
						1,387.84	12,187.84
						1,387.84	13,575.68
						6.00	13,581.68
						6.00	13,587.68
						1,387.84	14,975.52
						1,387.84	16,363.36
						6.00	16,369.36
						6.00	16,375.36
						1,387.84	17,763.20
						1,387.84	19,151.04
						6.00	19,157.04
						6.00	19,163.04
						1,387.84	20,550.88
						1,387.84	21,938.72
						6.00	21,944.72
						6.00	21,950.72
						1,387.84	23,338.56
						1,387.84	24,726.40
						6.00	24,732.40
						6.00	24,738.40
						1,387.84	26,126.24
						1,387.84	27,514.08
						6.00	27,520.08
						6.00	27,526.08
						1,387.84	28,913.92
						1,387.84	30,301.76
						6.00	30,307.76
						6.00	30,313.76
						1,387.84	31,701.60
						1,387.84	33,089.44
						6.00	33,095.44
						6.00	33,101.44
						1,387.84	34,489.28
						1,387.84	35,877.12
						6.00	35,883.12
						6.00	35,889.12
						1,387.84	37,276.96
						1,387.84	38,664.80
						6.00	38,670.80
						6.00	38,676.80
						1,387.84	40,064.64
						1,387.84	41,452.48
						6.00	41,458.48
						6.00	41,464.48
						1,387.84	42,852.32
						1,387.84	44,240.16
						6.00	44,246.16
						6.00	44,252.16
						1,387.84	45,640.00
						1,387.84	47,027.84
						6.00	47,033.84
						6.00	47,039.84
						1,387.84	48,427.68
						1,387.84	49,815.52
						6.00	49,821.52
						6.00	49,827.52
						1,387.84	51,215.36
						1,387.84	52,603.20
						6.00	52,609.20
						6.00	52,615.20
						1,387.84	54,003.04
						1,387.84	55,390.88
						6.00	55,396.88
						6.00	55,402.88
						1,387.84	56,790.72
						1,387.84	58,178.56
						6.00	58,184.56
						6.00	58,190.56
						1,387.84	59,578.40
						1,387.84	60,966.24
						6.00	60,972.24
						6.00	60,978.24
						1,387.84	62,366.08
						1,387.84	63,753.92
						6.00	63,759.92
						6.00	63,765.92
						1,387.84	65,153.76
						1,387.84	66,541.60
						6.00	66,547.60
						6.00	66,553.60
						1,387.84	67,941.44
						1,387.84	69,329.28
						6.00	69,335.28
						6.00	69,341.28
						1,387.84	70,729.12
						1,387.84	72,116.96
						6.00	72,122.96
						6.00	72,128.96
						1,387.84	73,516.80
						1,387.84	74,904.64
						6.00	74,910.64
						6.00	74,916.64
						1,387.84	76,304.48
						1,387.84	77,692.32
						6.00	77,698.32
						6.00	77,704.32
						1,387.84	79,092.16
						1,387.84	80,480.00
						6.00	80,486.00
						6.00	80,492.00
						1,387.84	81,879.84
						1,387.84	83,267.68
						6.00	83,273.68
						6.00	83,279.68
						1,387.84	84,667.52
						1,387.84	86,055.36
						6.00	86,061.36
						6.00	86,067.36
						1,387.84	87,455.20
						1,387.84	88,843.04
						6.00	88,849.04
						6.00	88,855.04
						1,387.84	90,242.88
						1,387.84	91,630.72
						6.00	91,636.72
						6.00	91,642.72
						1,387.84	93,030.56
						1,387.84	94,418.40
						6.00	94,424.40
						6.00	94,430.40
						1,387.84	95,818.24
						1,387.84	97,206.08
						6.00	97,212.08
						6.00	97,218.08
						1,387.84	98,605.92
						1,387.84	100,000.00
						6.00	100,006.00
						6.00	100,012.00
						1,387.84	101,399.84
						1,387.84	102,787.68
						6.00	102,793.68
						6.00	102,799.68
						1,387.84	104,187.52
						1,387.84	105,575.36
						6.00	105,581.36
						6.00	105,587.36
						1,387.84	106,975.20
						1,387.84	108,363.04
						6.00	108,369.04
						6.00	108,375.04
						1,387.84	109,762.88
						1,387.84	111,150.72
						6.00	111,156.72
						6.00	111,162.72
						1,387.84	112,550.56
						1,387.84	113,938.40
						6.00	113,944.40
						6.00	113,950.40
						1,387.84	115,338.24
						1,387.84	116,726.08
						6.00	116,732.08
						6.00	116,738.08

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bank Check	11/02/2007	0036	Online Xfer	Service Charge	-8,150.00		2,336.63
Check	11/02/2007		Online Xfer	Interest Income		10.00	2,326.63
Check	12/06/2007		Eldorado Hills, LLC	NSB Checking	44.59		2,373.22
Check	12/14/2007	1142	Co Global, Inc	Consulting	1,450,000.00		1,452,373.22
Check	12/14/2007			Bank Service Charge	-1,420,000.00		32,373.22
Check	12/14/2007			Interest Income	-10.00		32,363.22
Check	12/14/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	773.35		33,142.57
Check	01/01/2008			NSB Checking	-3,142.57		30,000.00
Check	01/01/2008		Eldorado Hills, LLC	Interest Income		106.89	30,106.89
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	-4,000.00		26,106.89
Check	02/28/2008		Eldorado Hills, LLC	NSB Checking	-4,106.99		22,000.00
Check	03/05/2008			Interest Income		67.56	22,067.56
Check	03/07/2008		Eldorado Hills, LLC	NSB Checking	-13,000.00		9,067.56
Check	03/07/2008			Interest Income		19.39	9,086.95
Check	05/30/2008			Interest Income		11.73	9,098.68
Check	06/05/2008			Interest Income		10.99	9,109.67
Check	07/31/2008			Interest Income		11.35	9,121.02
Check	08/04/2008		Eldorado Hills, LLC	Interest Income		11.38	9,132.40
Check	08/26/2008			NSB Checking	60,000.00		69,132.40
Check	09/02/2008			Interest Income		122.44	69,254.84
Check	10/1/2008		Go Global, Inc	Interest Income		149.55	69,404.49
Check	10/27/2008	1002	Eldorado Hills, LLC	Interest Payment on 5/0/08 loan @ 22% through 12/17/08 Global Note Payable @ 22%	-17,256.88		52,147.61
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	-50,000.00		2,147.61
Check	10/31/2008			NSB Checking	-3,000.00		-852.39
Check	10/31/2008			Bank Service Charge	-10.00		-862.39
Check	10/31/2008			Interest Income		115.60	-746.79
Check	11/26/2008			Bank Service Charge	-10.00		-756.79
Check	12/02/2008		Eldorado Hills, LLC	Interest Income		6.52	-750.27
Check	12/10/2008			Uncategorized Expense	250.13		-500.14
						0.00	-500.14

Total NSB Money Market

Party Cash

Total Party Cash

Accounts Receivable

Invoice	09/01/2007	100	Nevada Water				8.86
Invoice	09/13/2007	101	Nevada Water				17,625.00
Payment	09/02/2007	16061	Nevada Water	SPUT			28,725.00
Invoice	04/29/2007	16198	Nevada Water	Undeposited Funds			10,500.00
Invoice	06/01/2007	102	Nevada Water	Undeposited Funds			0.00
Invoice	06/01/2007	103	Nevada Water	Undeposited Funds			15,000.00
Payment	06/07/2007	16571	Nevada Water	Rental Income			22,500.00
Invoice	06/01/2007	104	Bethwood Gunsmithing	Undeposited Funds			0.00
Invoice	10/01/2007	ren	Bethwood Gunsmithing	Rental Income			800.00
Payment	10/24/2007		Bethwood Gunsmithing	Rental Income			1,600.00
Payment	11/21/2007		Bethwood Gunsmithing	Undeposited Funds			0.00
Invoice	12/01/2007	105	Bethwood Gunsmithing	Undeposited Funds			400.00
Invoice	12/01/2007	106	Bethwood Gunsmithing	Rental Income			3.00
Payment	12/01/2007		Bethwood Gunsmithing	Rental Income			800.00
Invoice	01/01/2008	111	Bethwood Gunsmithing	Undeposited Funds			400.00
Invoice	02/01/2008	112	Bethwood Gunsmithing	Rental Income			800.00
							1,600.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	03/15/2008	107	Nevada Water		Rental Income	15,000.00	15,000.00
Invoice	03/01/2008	113	Bentwood Consulting		Rental Income	800.00	17,400.00
Invoice	03/01/2008	108	Nevada Water		Rental Income	15,000.00	32,400.00
Payment	03/24/2008		Bentwood Consulting		Undeposited Funds	-1,120.00	31,280.00
Payment	03/24/2008	17025	Nevada Water		Undeposited Funds	-15,000.00	16,280.00
Payment	03/26/2008	17664	Nevada Water		NSB Checking	-1,000.00	1,280.00
Invoice	04/01/2008	114	Bentwood Consulting		Rental Income	800.00	2,080.00
Invoice	04/15/2008	110	Nevada Water		Rental Income	15,000.00	17,080.00
Invoice	05/01/2008	117	Bentwood Consulting		Rental Income	800.00	17,880.00
Invoice	05/15/2008	115	Nevada Water		Rental Income	15,000.00	32,880.00
Payment	05/27/2008	18174	Nevada Water		NSB Checking	-15,000.00	17,880.00
Payment	05/29/2008	1036	Bentwood Consulting		NSB Checking	-1,000.00	16,280.00
Payment	06/01/2008	116	Nevada Water		Rental Income	800.00	17,080.00
Payment	06/15/2008		Bentwood Consulting		Undeposited Funds	-15,000.00	2,080.00
Invoice	07/01/2008	119	Nevada Water		Rental Income	800.00	2,880.00
Invoice	08/01/2008	120	Bentwood Consulting		Rental Income	800.00	3,680.00
Payment	08/29/2008	1201	Bentwood Consulting		Undeposited Funds	-1,000.00	2,680.00
Invoice	09/01/2008	121	Bentwood Consulting		Rental Income	800.00	2,880.00
Payment	09/02/2008	1702	Bentwood Consulting	D.L.S.C. Recm for Matt Bates Rent	Rental Income	800.00	2,880.00
					Undeposited Funds	-2,880.00	0.00
						0.00	0.00
Total Accounts Receivable							
Deposits for Closing							
General Journal	05/17/2008	5	ve Rough Family 200K Irrevocable Tru EMD for purchase from Pan Metal Corporation (Paid w/		Capital	250,000.00	0.00
General Journal	03/17/2008	12	EMO		Capital	250,000.00	250,000.00
Check	05/14/2008		Closing Funds		NSB Checking	30,000.00	500,000.00
Check	05/14/2008		Closing Funds		NSB Checking	5,150,000.00	5,300,000.00
General Journal	05/14/2008	13	Pan Metal Property Cleaning		Boulder Property	-500,000.00	5,680,000.00
General Journal	05/14/2008	13	Pan Metal Property Cleaning		Boulder Property	-500,000.00	5,180,000.00
General Journal	05/14/2008	13	Pan Metal Property Cleaning		Boulder Property	-30,000.00	5,150,000.00
					Boulder Property	-5,150,000.00	0.00
						0.00	0.00
Total Deposits for Closing							
Due (to) from Other Party							
Due (to) from Dan DeKomas							
General Journal	10/17/2007		Office Depot	CC Jewel Cases	Office Supplies	-24.95	0.00
General Journal	12/05/2007		Software King	Microsoft Project	Office Supplies	-374.97	-399.95
Check	12/10/2007	1148	Daniel DeKomas	RE: 12/5/07 & 11/20/07 Staff Expense Report	NSB Checking	399.95	0.00
General Journal	01/30/2008		NACOP	Buyers Guide Listing	Marketing Expense	-345.00	-345.00
Check	02/01/2008	1161	Daniel DeKomas	RE: 1/30/08 Staff Expense Report	NSB Checking	345.00	0.00
General Journal	02/12/2008		Southwest Airline		Travel	-154.00	-154.00
Check	02/26/2008	1170	Daniel DeKomas	RE: 2/26/08 Staff Expense Report	NSB Checking	154.00	0.00
General Journal	03/31/2008	1177	Office Depot	Supplies for Marketing presentation	Office Supplies	-213.01	-213.01
Check	03/31/2008		Daniel DeKomas	RE: 3/31/08 Staff Expense Report	NSB Checking	213.01	0.00
						0.00	0.00
Total Due (to) from Dan DeKomas							
Due (to) from Ritz Consulting							
General Journal	11/27/2007		McCormick & Schmick	Planning Commission Meeting	Meals & Entertainment	55.00	-55.00
Check	12/10/2007	1148	Ritz Consulting Inc.	RE: Planning Commission Lunch Meeting	NSB Checking	55.00	0.00
						0.00	0.00
Total Due (to) from Ritz Consulting							
Due (to) from Jared Smith							
General Journal	12/10/2008	18		Gas Mileage to Gun Club	Mileage Expense	36.00	-36.00
						0.00	0.00

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	12/29/2006	15	Leave	Print	Retain	-17.53	-53.93
General Journal	12/29/2006	17		Gas Mlange to Gun Club	Milage Expense	-36.00	-89.93
General Journal	01/02/2007	18		Gas Mlange to Gun Club	Milage Expense	-36.00	-125.93
General Journal	01/02/2007	19		RE: 1/22/06 Staff Expense Report	NSB Checking	233.00	-181.93
Check	01/02/2007	1018	Jared Smith		NSB Checking	-19.23	-201.16
General Journal	01/03/2007	20	Paradise House		Meat & Entertainment	-38.00	-239.16
General Journal	01/04/2007	24	The Home Depot		Milage Expense	-249.73	-488.89
General Journal	01/04/2007	25		Gas Mlange to Gun Club	Tools & Misc. Equipment	-35.60	-524.49
General Journal	01/05/2007	21		Gas Mlange to Gun Club	Milage Expense	-36.00	-560.49
General Journal	01/06/2007	27	USPS	Membership Mailings	Postage & Delivery	-55.94	-616.43
Check	01/12/2007	1022	Edgewise Investments, LLC	Temp Loan to cover opening of new account	NSB Checking	100.00	-516.43
General Journal	01/16/2007	26	NSCA	NSCA Membership	Dues & Subscriptions	-100.00	-616.43
General Journal	01/16/2007	29	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-636.43
General Journal	01/17/2007	28		Gas Mlange to Gun Club	Gas	-12.40	-648.83
General Journal	01/17/2007	30	Clark County	Fictitious Name Filing	Milage Expense	-35.60	-684.43
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	NSB Checking	-20.00	-704.43
General Journal	07/09/2007		Artem Rantala	Rent for parking	Equipment Rental	998.50	-704.43
Check	07/17/2007	1083	Jared Smith	RE: Artem Rental & Receipts Due to Balance	Equipment Rental	-1,036.47	-1,740.90
General Journal	09/18/2007		Artem Rantala	Spolicalar for Warehouse clean up	NSB Checking	906.47	-834.43
Check	09/19/2007	1118	Jared Smith	RE: Artem Rental for Warehouse Clean Up	Equipment Rental	-892.37	-1,726.80
					NSB Checking	892.37	-834.43
						0.00	-834.43
						0.00	-834.43
Due (to) from Robert Ray						0.00	-834.43
Deposit	29/12/2006		Robert Ray	Loan 35 @ 0.07 @ 20% per annum	NSB Checking	-500,000.00	-1,334.43
Check	09/15/2007	1065	Robert Ray	Payoff 341206 loan	NSB Checking	250,000.00	-1,084.43
Deposit	05/15/2007		Ray Family Trust	Deposit	-SPLIT-	250,000.00	-834.43
Total Due (to) from Robert Ray						0.00	-834.43
Due (to) from Summer Reliance						0.00	-834.43
General Journal	04/12/2007		Temble Herbet	Gas	Gas	8.88	-825.55
Check	05/14/2007	1054	Summer Reliance	RE: Staff Expense Report 5/4/07	NSB Checking	-49.75	-875.30
General Journal	07/13/2007		USPS	Stamp	Postage & Delivery	-41.00	-916.30
Check	07/13/2007	1086	Summer Reliance	RE: 7/13/07 Staff Expense Report	NSB Checking	-41.00	-957.30
Total Due (to) from Summer Reliance						0.00	-957.30
Due (to) from Other Party - Other						0.00	-957.30
Total Due (to) from Other Party - Other						0.00	-957.30
Total Due (to) from Other Party						0.00	-957.30
Due (to) from Related Party						0.00	-957.30
Deposit	04/28/2006		Homesstead 2001, LLC	Temp Loan	NSB Checking	-100,000.00	-1,057.30
Check	05/02/2006	1163	Homesstead 2001, LLC	Loan Payback	NSB Checking	100,000.00	-957.30
Total Due (to) from Homesstead 2001						0.00	-957.30
Due (to) from Desert Lakes Hldg						0.00	-957.30
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Gun Club Inventory	100,000.00	-857.30
Check	01/05/2007	1020	Wayne Osher	VOD RE: 1/2 of the costs	NSB Checking	0.00	-857.30

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	01/10/2007	1021	Wayne Collier	RE 10% of fee each	NSB Checking	187.36	100,187.36
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NSB Checking	2,000.00	102,187.36
Check	01/18/2007	1026	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	2,500.00	105,187.36
Check	01/24/2007	1028	Secretary of State	Initial Letter of Management Filing for Desert Lakes Holdings, LLC	NSB Checking	125.00	105,312.36
Check	01/25/2007	1030	Fourth Amendment	Desert Lakes Holdings Amendment to AOG	NSB Checking	175.00	105,487.36
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Amco Order	NSB Checking	8,696.30	114,183.66
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20,000.00	134,183.66
Check	02/06/2007	1036	Abie Look & Alarm	Temp Loan	NSB Checking	20,000.00	154,183.66
Deposit	03/31/2008		Desert Lakes Holdings, LLC	Inv# 15117 for Dup Keys	NSB Checking	240.62	154,424.28
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	144,424.28
Deposit	04/14/2008	1437	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-20,000.00	124,424.28
Deposit	04/22/2008	1475	Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	114,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	109,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	104,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	99,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	94,424.28
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	89,424.28
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	84,424.28
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	79,424.28
General Journal	10/27/2008		Jared Smith	Loan Pymt (booked as rent)	NSB Checking	-10,000.00	69,424.28
Deposit	10/27/2008		Desert Lakes Holdings, LLC	Apply Jared's CC to DLS-C loan	Distributions	-50,000.00	19,424.28
Deposit	10/27/2008		Desert Lakes Holdings, LLC	Accumulated interest at 10% through 10/27/08	Loan Interest	29,293.47	48,717.75
Deposit	10/27/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000.00	38,717.75
General Journal	10/27/2008			GG to carry remainder of loan balance directly with DLSCo Global Note Payable @ 22%		22,667.76	61,385.51
						0.00	0.00
						0.00	0.00
Check	04/24/2007	1050	Integrity Engineering	Shared engineering expense inv# 73-101-05	NSB Checking	2,539.52	59
Deposit	12/07/2007		CarlaMax Nevada, LLC	Investment into Eldorado Hills via CarlaMax Nevada LLC	NSB Checking	-1,500,000.00	-1,499,940.48
General Journal	01/01/2008	118,893.07.5	Integrity Engineering	Redeem CarlaMax Engineering Expense booked through	Engineering Expense	-2,539.52	-1,502,480.00
						1,500,000.00	-1,500,000.00
						0.00	0.00
General Journal	05/12/2006	11	Secretary of State	Initial Manager Lic. Priority, & Expedite Fee charged on	Business Licenses & Fees	-275.00	-275.00
General Journal	10/16/2006	14	FedEx	FedEx charged on GG Annex	Postage & Delivery	-18.76	-293.76
General Journal	01/01/2007	22	Secretary of State	Revenue 9/12/06 transaction (fee booked to Auction Dea-	Business Licenses & Fees	275.00	-18.76
General Journal	04/24/2007	1045	Go Global, Inc.	Articles of Org Filing for Desert Lakes Holdings charged c	Business Licenses & Fees	-200.00	-218.76
General Journal	05/24/2007	1046	FedEx	Payoff previous loan	NSB Checking	483.76	275.00
General Journal	06/29/2007	1044	Go Global, Inc.	FedEx charged on GG Annex	Postage & Delivery	-17.56	257.45
Check	06/29/2007	1044	Go Global, Inc.	Temp Loan	NSB Checking	270,000.00	270,257.45
Check	06/27/2007	1045	Go Global, Inc.	Temp Loan	NSB Checking	200,000.00	470,257.45
Deposit	07/03/2007		Go Global, Inc.	Payable overpayment of loan for 9/12/06 corrected loan	NSB Checking	-275.00	469,982.45
Check	07/17/2007	1096	Go Global, Inc.	Payable for FedEx charge on GG Annex	NSB Checking	17.56	470,000.00
Transfer	09/19/2007		Confidential Airlines	Split \$2,33M Contribution between CC & Loan	Distributions	-470,000.00	0.00
General Journal	02/28/2008		Go Global, Inc.	Travel for Carina to Amendment charged on GG Annex	Travel	-1,120.00	-1,120.00
Check	04/12/2008	1179	Go Global, Inc.	Payment for Confidential Ticket charged on GG Annex	NSB Checking	1,120.00	0.00
						0.00	0.00
						0.00	0.00
Deposit	05/13/2006		Go Global, Inc.	Temp Loan via Pagan Street Plaza	NSB Checking	-500,000.00	-500,000.00
Deposit	05/14/2006		Pagan Street Plaza, LLC	Temp Loan	NSB Checking	-40,000.00	-540,000.00
Check	07/31/2007	1094	Pagan Street Plaza, LLC	Payment for 400 loan & portion of 9/12/06 loan	NSB Checking	65,000.00	-575,000.00

Total Due (b) from Desert Lakes Hldg

Due (b) from CarlaMax Nevada

Total Due (b) from CarlaMax Nevada

Due (b) from Go Global

Total Due (b) from Go Global

Due (b) from P&P

Annual Balts

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Check	03/05/2007	1042	Pearl Street Plaza, LLC	Partial Loan Payment	1,000.00		-274,000.00
Check	05/15/2007	1057	Pearl Street Plaza, LLC	Partial Loan Payment	15,000.00		-59,000.00
Check	05/22/2007	1066	Pearl Street Plaza, LLC	Partial Loan Payment	5,000.00		-54,000.00
Check	05/24/2007	1068	Pearl Street Plaza, LLC	Partial Loan Payment	5,000.00		-54,000.00
Check	06/14/2007	1082	Pearl Street Plaza, LLC	Loan Payoff	545,000.00		0.00
Total Due (to) from P&P					0.00		0.00
Deposit	12/26/2008		Realized Gains, LLC	Temp Loan from Realized Gains, LLC		8.88	8.88
Check	01/16/2007	1025	Realized Gains, LLC	Partial payoff for 12/26/08 loan	-100,000.00		-100,000.00
Check	01/01/2007	1033	Realized Gains, LLC	Payback 12/26/08 loan	50,000.00		-50,000.00
Total Due (to) from Realized Gains					0.00		0.00
Due (to) from Related Party - Other							
Total Due (to) from Related Party - Other							
Total Due (to) from Related Party							
Go Global Loan @ 8.25%					-1,500,000.00		-1,500,000.00
Check	07/25/2007	0097	Go Global, Inc	Loan to pay LOC	400,000.00		8.88
Deposit	08/29/2007		Go Global, Inc	Interest Payment on \$400K loan	-2,841.87		397,158.13
Deposit	08/29/2007		Go Global, Inc	Accrued interest @ 8.25%	2,841.87		400,000.00
Treasury	08/15/2007			Payoff Go Global Loan	-400,000.00		0.00
Total Go Global Loan @ 8.25%					0.00		0.00
Check	12/29/2008		Desert Lake Country Club		100,000.00		8.88
General Journal	01/04/2007		Desert Lake Holdings, LLC	Inventory sold to Desert Lake Holdings	-100,000.00		0.00
Total Gun Club Inventory					0.00		0.00
Investments							
Total Investments							
Undeposited Funds							
Payment	03/09/2007	10061	Nevada Water		17,625.00		8.88
Deposit	03/09/2007	10061	Nevada Water	Deposit	-17,625.00		0.00
Payment	04/25/2007	18188	Nevada Water		10,500.00		10,500.00
Deposit	04/25/2007	18188	Nevada Water	Deposit	-10,500.00		0.00
Payment	06/27/2007	16271	Nevada Water		22,500.00		22,500.00
Deposit	06/27/2007	16271	Nevada Water	Deposit	-22,500.00		0.00
Payment	10/24/2007		Benwood Cummington		1,600.00		1,600.00
Deposit	10/24/2007		Benwood Cummington	Deposit	-1,600.00		0.00
Payment	11/21/2007		Benwood Cummington		800.00		800.00
Deposit	11/21/2007		Benwood Cummington	Deposit	-800.00		0.00
Payment	12/31/2007		Benwood Cummington		800.00		800.00
Deposit	01/09/2008		Benwood Cummington	Deposit	-800.00		0.00
Payment	03/24/2008		Benwood Cummington		1,120.00		1,120.00
Deposit	03/24/2008	17925	Nevada Water	Deposit	-1,120.00		0.00
Payment	03/24/2008	17925	Nevada Water		15,000.00		15,000.00
Deposit	08/15/2008		Nevada Water	Deposit	-15,000.00		0.00
Payment					15,000.00		15,000.00

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	07/02/2018		Nevada Water	Deposit	NSB Checking	15,000.00	0.00
Payment	08/28/2008	1201	Berkwood Consulting		Accounts Receivable	1,800.00	1,800.00
Deposit	09/17/2008	1201	Berkwood Consulting	Deposit	NSB Checking	1,800.00	0.00
Payment	09/30/2008	1702	Berkwood Consulting	DLC Recm for Mat Bldg Rent	Accounts Receivable	2,880.00	2,880.00
Deposit	10/01/2008	1702	Berkwood Consulting	Deposit	NSB Checking	2,880.00	0.00
						0.00	0.00
Total Undeposited Funds							
Utility Deposits							
Total Utility Deposits					Accounts Payable	5,000.00	5,000.00
						5,000.00	5,000.00
Real Property							
Boulder Property							
						0.00	0.00
						0.00	0.00
General Journal	09/14/2006	13		Plan Motel Property Closing	-SPLT-	22,000,000.00	22,000,000.00
General Journal	09/14/2006	13		Plan Motel Property Closing	Boulder Property	10,370.10	22,010,370.10
Deposit	09/22/2006			Royal Refund	NSB Checking	22,000,000.00	22,000,000.00
						-10,370.10	22,000,000.00
Total Boulder Property						22,000,000.00	22,000,000.00
Closing Costs Boulder Property							
General Journal	12/31/2006	LLB-06-2		Reverses	Closing Costs	15,307.00	15,307.00
General Journal	12/31/2006	LLB-06-4		Reverses	Legal Fees	10,500.00	25,807.00
General Journal	12/31/2007	LLB-06-7.2		Reverses	Closing Costs	647,288.00	872,995.00
General Journal	12/31/2007	LLB-06-7.3		Reverses	Appraisal Fees	7,500.00	880,495.00
Total Closing Costs Boulder Property						683,495.00	880,495.00
Improvements-Capitalized Costs							
General Journal	12/31/2006	LLB-06-5		Capitalize 266 Carrying Charges	-SPLT-	103,590.46	0.00
General Journal	12/31/2007	LLB-06-7.1		Capitalize Expenses	Engineering Expense	3,329,301.20	4,032,891.66
General Journal	12/31/2007	LLB-06-7.1		Do not capitalize expenses per Calcas and Sig	Mortgage	-3,484,410.30	548,481.36
Total Improvements-Capitalized Costs						548,481.36	548,481.36
Real Property - Other							
Total Real Property - Other						0.00	0.00
Total Real Property						23,223,977.36	23,223,977.36
Accounts Payable							
						0.00	0.00
						0.00	0.00
Bill	06/02/2006	254	Real Consulting Inc		Consulting	-28,675.00	0.00
Bill	06/06/2008	253648	Star-Hanlon Group		Engineering Expense	-4,495.00	34,310.00
Bill	07/01/2006	E2006-175	OGI Environmental, LLC		Engineering Expense	-10,950.00	45,300.00
Bill	07/02/2006	0006457	WEG Design Inc		Engineering Expense	-4,560.00	49,860.00
Bill	07/01/2006	232076	Star-Hanlon Group		Engineering Expense	5,272.50	55,132.50
Bill	08/17/2006	E0188032006-6	Secretary of State	Annual Manager/Member Filing	Business Licenses & Fees	-120.00	55,212.50
Bill Print-Check	08/17/2006	1003	OGI Environmental, LLC	Annual Manager/Member Filing	NSB Checking	10,960.00	44,262.50
Bill Print-Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing	NSB Checking	125.00	44,142.50
Bill	06/24/2006	C240647	Star-Hanlon Group		Printing & Reproduction	4,495.00	39,647.50
Bill	06/01/2006	232783	Mercury LCO		Printing & Reproduction	-11.15	39,636.35
Bill	06/06/2006	C236709	Mercury LCO		Engineering Expense	-6,800.00	32,836.35
Bill Print-Check	09/06/2006	1004	Mercury LCO		Printing & Reproduction	-11.77	32,824.58
Bill Print-Check	09/06/2006	1006	Real Consulting Inc		NSB Checking	29,875.00	-15,572.50

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	08/06/2008	1005	WRS Design Inc		NSB Checking	4,500.00	-12,072.50
Bill Pmt-Check	08/06/2008	1007	Starb-Hardin Group		NSB Checking	5,277.50	-6,800.00
Bill Pmt-Check	08/06/2008	1008	Starb-Hardin Group		NSB Checking	8,800.00	0.00
Bill	08/06/2008	233044	Starb-Hardin Group		Engineering Expense	-6,907.50	-6,907.50
Bill	11/06/2008	233072	Starb-Hardin Group		Engineering Expense	-497.50	-6,605.00
Bill	11/06/2008	C248325	Mercury LDO		Printing & Reproduction	-8.39	-6,610.38
Bill Pmt-Check	11/24/2008	448	Redneck Enterprises, LLC		Engineering Expense	-525.00	-7,135.38
Bill	11/25/2008	1013	Alliance Mortgage		NSB Checking	178,740.00	171,614.61
Bill	12/01/2008		Mercury LDO		Interest Expense	-178,750.00	-7,153.38
Bill Pmt-Check	12/05/2008	1514	Mercury LDO		NSB Checking	5.39	-7,150.00
Bill Pmt-Check	12/05/2008	1016	Redneck Enterprises, LLC		NSB Checking	525.00	-6,625.00
Bill Pmt-Check	12/05/2008	1016	Starb-Hardin Group		NSB Checking	8,620.00	0.00
Bill	01/18/2009	C258273	Mercury LDO		Printing & Reproduction	-5.39	-5.39
Bill Pmt-Check	02/05/2009	1035	Mercury LDO		NSB Checking	5.39	0.00
Bill	03/17/2009	C265148	Mercury LDO		Printing & Reproduction	-13.56	-13.56
Bill Pmt-Check	03/19/2009	1040	Mercury LDO		Printing & Reproduction	-23.27	-36.83
Bill	03/20/2009	C265523	Mercury LDO		NSB Checking	13.56	-23.27
Bill Pmt-Check	03/20/2009	1041	Mercury LDO		Printing & Reproduction	-105.97	-129.24
Bill Pmt-Check	03/27/2009	2894183	Mercury LDO		NSB Checking	23.27	-105.97
Bill	04/07/2009		Kimley-Horn and Associates Inc		Engineering Expense	-6,564.00	-1,160.47
Bill	04/07/2009		LL Bradford & Company, LLC		Accounting	-1,350.00	-2,510.47
Bill	04/16/2009		Pro-Flame Gas	VOID	Gas & Electric	0.00	-2,510.47
Bill	04/21/2009		Desert Lake Shopping Club		Meat & Entertainment	-260.00	-2,770.47
Bill Pmt-Check	04/26/2009	1046	Nevada Power		Gas & Electric	-370.64	-3,141.11
Bill Pmt-Check	04/26/2009	1048	Kimley-Horn and Associates Inc		NSB Checking	5,554.50	-2,106.61
Bill	04/28/2009	F2007-131	Mercury LDO		NSB Checking	105.97	-2,000.64
Bill	04/28/2009		OGS Environmental, LLC		Engineering Expense	-550.00	-2,553.54
Bill	04/28/2009	318	LWWO		Water	-526.82	-3,080.26
Bill Pmt-Check	04/30/2009	1053	Rest Consulting Inc		Consulting	59,500.00	42,380.26
Bill Pmt-Check	04/30/2009	1053	DGI Environmental, LLC		NSB Checking	500.00	42,000.26
Bill Pmt-Check	04/30/2009	1952	Rest Consulting Inc		NSB Checking	59,500.00	2,500.26
Bill	04/30/2009	2942973	Kimley-Horn and Associates Inc		Engineering Expense	-2,572.68	5,102.84
Bill	04/30/2009	233870	Starb-Hardin Group		Engineering Expense	7,000.00	-12,122.54
Bill	05/01/2009		Nevada Power		Gas & Electric	-171.63	-12,294.17
Bill	05/02/2009		NV Division of Environmental Protection		Engineering Expense	-300.00	-12,594.17
Bill Pmt-Check	05/15/2009	1056	Nevada Power		NSB Checking	556.62	-12,037.55
Bill Pmt-Check	05/15/2009	1059	Pro-Flame Gas	VOID	NSB Checking	370.64	-11,667.31
Bill Pmt-Check	05/15/2009	1061	Nevada Power		NSB Checking	0.00	-11,667.31
Bill Pmt-Check	05/17/2009	1063	NV Division of Environmental Protection		NSB Checking	171.63	-11,525.68
Bill Pmt-Check	05/21/2009	1065	Desert Lake Shopping Club		NSB Checking	300.00	-11,225.68
Bill Pmt-Check	05/21/2009	1064	LL Bradford & Company, LLC		NSB Checking	283.00	-10,942.68
Bill Pmt-Check	05/24/2009	1067	Kimley-Horn and Associates Inc		NSB Checking	1,350.00	-9,592.68
Bill	05/26/2009		LWWO		NSB Checking	2,572.68	-7,020.00
Bill	05/27/2009		Nevada Power		SPLIT	-6,554.74	-13,574.74
Bill	05/27/2009	233915	Starb-Hardin Group		Engineering Expense	-1,062.29	-14,637.03
Bill	05/31/2009	2660307	Kimley-Horn and Associates Inc		Engineering Expense	-2,870.00	-17,507.03
Bill Pmt-Check	06/12/2009	1077	LWWO		Engineering Expense	-25,240.95	-42,547.98
Bill Pmt-Check	06/12/2009	1079	Starb-Hardin Group		NSB Checking	5,534.74	-36,013.24
Bill Pmt-Check	06/16/2009	FF1	Nevada Power		NSB Checking	7,000.00	-28,993.24
Bill	06/26/2009		LWWO		NSB Checking	1,862.26	-27,910.95
					Water	-371.42	-28,282.37

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	06/29/2007		Nevada Power		Gas & Electric	-2,404.00	-29,588.77
Bill	06/30/2007	234071	Slater Hardin Group		Engineering Expense	-2,407.50	-32,154.27
Bill	06/30/2007	3037871	Kinley-Horn and Associates Inc		Engineering Expense	-13,031.51	-45,185.78
Bill	07/01/2007		Boyd Consulting, LLC		Consulting	-2,002.00	-47,187.78
Bill	07/01/2007	342	Betz Consulting Inc		Consulting	-55,500.00	-102,687.78
Bill Pmt - Check	07/01/2007	273291	Alkaste Fire Equipment		Rentals	-1,804.88	-104,372.66
Bill Pmt - Check	07/13/2007	1085	Alkaste Fire Equipment		NSB Checking	1,694.68	-102,687.98
Bill Pmt - Check	07/13/2007	1089	Boyd Consulting, LLC		NSB Checking	2,002.00	-100,685.78
Bill Pmt - Check	07/13/2007	1090	Kinley-Horn and Associates Inc		NSB Checking	25,246.09	-75,444.63
Bill Pmt - Check	07/13/2007	1091	Slater Hardin Group		NSB Checking	2,070.00	-72,774.83
Bill Pmt - Check	07/13/2007	577	LVMWD		NSB Checking	377.42	-72,403.41
Bill Pmt - Check	07/16/2007	1092	Ratz Consulting Inc		NSB Checking	55,900.00	-128,303.41
Bill	07/17/2007	205745	Serra Agency, LLC		Marketing Expense	45,000.00	-83,303.41
Bill Pmt - Check	07/17/2007	1095	Serra Agency, LLC		NSB Checking	65,000.00	-148,303.41
Bill Pmt - Check	07/18/2007	577	Nevada Power		NSB Checking	1,404.46	-149,707.87
Bill	07/25/2007		Clark County Treasurer	11/07-502008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-162,128.12
Bill	07/25/2007		Clark County Treasurer	11/07-502008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-174,548.37
Bill	07/25/2007		Clark County Treasurer	11/07-502008 Property Tax - Parcel# 189-11-002-001	Property	-17,420.95	-191,969.32
Bill	07/25/2007		Clark County Treasurer	11/07-502008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-204,389.57
Bill Pmt - Check	07/25/2007	1100	Clark County Treasurer		NSB Checking	12,420.25	-191,969.32
Bill Pmt - Check	07/25/2007	1098	Kinley-Horn and Associates Inc		NSB Checking	13,071.91	-205,041.23
Bill Pmt - Check	07/25/2007	1097	Slater Hardin Group		NSB Checking	2,467.50	-207,508.73
Bill	07/26/2007		LVMWD		Water	-433.91	-207,942.64
Bill	07/27/2007	0038259	VRG Design Inc		Engineering Expense	-2,500.00	-210,442.64
Bill	07/31/2007		Nevada Power		Gas & Electric	-2,441.61	-212,884.25
Bill	07/31/2007	0784229	Mercury LDO		Printing & Reproduction	-5.39	-212,889.64
Bill	07/31/2007	03007248	OGE Environmental, LLC		Engineering Expense	-1,631.15	-214,520.79
Bill	07/31/2007	3058174	Kinley-Horn and Associates Inc		Engineering Expense	-4,263.84	-218,784.63
Bill	07/31/2007	234304	Slater Hardin Group		Engineering Expense	-18,185.00	-236,969.63
Bill Pmt - Check	08/11/2007	1104	Mercury LDO		NSB Checking	5.39	-236,975.02
Bill Pmt - Check	08/11/2007	1106	Nevada Power		NSB Checking	2,441.61	-234,533.41
Bill Pmt - Check	08/11/2007	1105	CGI Environmental, LLC		NSB Checking	1,631.15	-236,164.56
Bill Pmt - Check	08/11/2007	1105	VRG Design Inc		NSB Checking	2,500.00	-238,664.56
Bill	08/13/2007	3122016	Kinley-Horn and Associates Inc		Engineering Expense	2,396.88	-236,267.68
Bill	08/16/2007	0288346	Mercury LDO		Printing & Reproduction	-30.36	-236,298.04
Bill Pmt - Check	08/20/2007	EFT	LVMWD		NSB Checking	833.91	-235,464.13
Bill	08/24/2007		LVMWD		Water	-593.79	-236,057.92
Bill	08/30/2007	1568	Slater A-Lot		Engineering Expense	-5,604.47	-241,662.39
Bill	08/30/2007		Kent Anderson		Cleaning & Janitorial	-5,250.00	-246,912.39
Bill	09/02/2007		Nevada Power		Gas & Electric	-1,804.96	-248,717.35
Bill	09/01/2007	234342	Slater Hardin Group		Engineering Expense	-7,710.00	-256,427.35
Bill	09/01/2007	234343	Slater Hardin Group		Engineering Expense	-997.50	-257,424.85
Bill	09/01/2007	0038805	VRG Design Inc		Engineering Expense	-1,350.00	-258,774.85
Bill	09/01/2007		Boulder Chiropractic Inc		Waste Management	-748.97	-259,523.82
Bill	09/01/2007		Kent Anderson		NSB Checking	5,250.00	-254,273.82
Bill Pmt - Check	09/05/2007	1112	Kinley-Horn and Associates Inc		NSB Checking	6,250.00	-260,523.82
Bill Pmt - Check	09/05/2007	1113	Mercury LDO		NSB Checking	20.36	-260,544.18
Bill Pmt - Check	09/05/2007	1111	Slater Hardin Group		NSB Checking	15,185.30	-275,729.48
Bill Pmt - Check	09/05/2007	1114	Slater A-Lot		NSB Checking	5,604.47	-281,333.95
Bill	09/10/2007	07000018525454	State of Nevada AR Payments		Business License & Fees	-100.00	-281,433.95
Bill Pmt - Check	09/17/2007	EFT	Nevada Power		NSB Checking	1,808.96	-283,242.91

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Mem	Split	Amount	Balance
Bill Print-Check	08/18/2007	EFT	LWWO			549.79	-60,554.90
Bill	08/20/2007	2007-3220	Owens Geotechnical, Inc		Engineering Expense	-2,400.00	-62,954.90
Bill Print-Check	08/24/2007	1123	Clark County Treasurer	11/07-03/08 Property Tax - Parcel# 185-1-022-001	NSB Checking	12,420.25	-75,375.15
Bill Print-Check	08/24/2007	1119	Kinney-Horn and Associates Inc		NSB Checking	2,966.98	-78,342.13
Bill	08/25/2007		LWWO		Water	-438.72	-78,780.85
Bill	08/27/2007	2007-3275	Owens Geotechnical, Inc		Engineering Expense	-8,150.00	-86,930.85
Bill	09/20/2007		Nevada Power		Gas & Electric	-1,622.77	-88,553.62
Bill	09/06/2007	057033027	Applied Analysis		Consulting	-8,225.00	-96,778.62
Bill	09/06/2007	234451	Solar Hanfill Group		Engineering Expense	-1,807.49	-98,586.11
Bill	09/06/2007	234538	Solar Hanfill Group		Engineering Expense	-59,609.76	-158,195.87
Bill	09/06/2007	234459	Solar Hanfill Group		Engineering Expense	12,742.50	-145,453.37
Bill	09/06/2007	234458	Solar Hanfill Group		Engineering Expense	9,400.00	-136,053.37
Bill	09/06/2007	316384	Kinney-Horn and Associates Inc		Engineering Expense	7,732.50	-128,320.87
Bill Print-Check	10/05/2007	1122	Owens Geotechnical, Inc		Engineering Expense	-500.28	-128,821.15
Bill Print-Check	10/05/2007	1123	Owens Geotechnical, Inc		Engineering Expense	2,400.00	-126,421.15
Bill Print-Check	10/05/2007	1124	Solar Hanfill Group		NSB Checking	8,707.50	-117,713.65
Bill Print-Check	10/05/2007	1125	State of Nevada AR Payments		NSB Checking	100.00	-117,813.65
Bill	10/06/2007	C29747	WRG Design Inc		NSB Checking	1,350.00	-119,163.65
Bill	10/10/2007	1126	Mercury LDO		Printing & Reproduction	-118.37	-119,282.02
Bill	10/10/2007	821043	Mercury LDO		NSB Checking	118.37	-119,163.65
Bill	10/17/2007	EFT	Pro-Frame Gas		Gas & Electric	44.63	-119,119.02
Bill Print-Check	10/18/2007	1128	Nevada Power		NSB Checking	1,622.77	-120,741.79
Bill Print-Check	10/22/2007	EFT	Applied Analysis		NSB Checking	9,225.00	-130,966.79
Bill Print-Check	10/25/2007	1132	LWWO		NSB Checking	538.72	-131,505.51
Bill Print-Check	10/25/2007	1133	Boulder Disposal Inc		NSB Checking	749.97	-132,255.48
Bill	10/25/2007		Pro-Frame Gas		NSB Checking	64.65	-132,320.13
Bill	10/25/2007		LWWO		Water	-1,863.39	-134,183.52
Bill	10/30/2007	1134	Nevada Power		Gas & Electric	-1,420.50	-135,604.02
Bill Print-Check	10/31/2007	1135	Kinney-Horn and Associates Inc		NSB Checking	900.26	-136,504.28
Bill Print-Check	10/31/2007	1136	Solar Hanfill Group		NSB Checking	59,351.69	-195,855.97
Bill	10/31/2007		Boulder Disposal Inc		NCH Checking	32,002.50	-227,858.47
Bill	10/31/2007		Boyd Consulting, LLC	Client Meetings Oct 4, 8, 10, 19	Waste Management	469.88	-228,328.35
Bill	10/31/2007	724670	Solar Hanfill Group		Consulting	-400.00	-228,728.35
Bill	10/31/2007	057103107	Applied Analysis		Engineering Expense	-1,502.50	-230,230.85
Bill	10/31/2007	3254465	Kinney-Horn and Associates Inc		Consulting	-5,650.00	-235,880.85
Bill Print-Check	11/05/2007	EFT	Boulder Disposal Inc		Engineering Expense	-521.36	-236,402.21
Bill Print-Check	11/05/2007	EFT	Nevada Power		NSB Checking	495.88	-236,898.09
Bill Print-Check	11/06/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4, 8, 10, 19	NSB Checking	1,420.50	-238,318.59
Bill Print-Check	11/09/2007	EFT	LWWO		NSB Checking	500.00	-238,818.59
Bill Print-Check	11/21/2007	00298	Owens Geotechnical, Inc		NSB Checking	1,668.39	-240,486.98
Bill	11/27/2007		LWWO		NSB Money Market	8,150.00	-232,336.98
Bill	11/30/2007		Boulder Disposal Inc		Water	-483.33	-232,820.31
Bill	11/30/2007	3243812	Kinney-Horn and Associates Inc	Ongoing NDOT Coordination	Waste Management	-248.99	-233,069.30
Bill Print-Check	12/10/2007	1146	Applied Analysis		Engineering Expense	-203.50	-233,272.80
Bill Print-Check	12/10/2007	1147	Boulder Disposal Inc		NSB Checking	5,650.00	-227,622.80
Bill Print-Check	12/10/2007	1145	Kinney-Horn and Associates Inc		NSB Checking	249.99	-227,872.79
Bill Print-Check	12/10/2007	1147	Solar Hanfill Group		NSB Checking	321.38	-228,194.17
Bill	12/12/2007	2007-4125	Owens Geotechnical, Inc	Fault Evaluation/Evaluation	Engineering Expense	1,552.50	-226,641.67
Bill	12/15/2007		Nevada Power		Gas & Electric	-1,243.33	-227,885.00
Bill	12/17/2007	2007-4188	Owens Geotechnical, Inc	Slowdown Road into US96	Engineering Expense	24,500.00	-203,385.00
Bill	12/17/2007	07000950175	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Parcel Endr	Engineering Expense	-100.00	-203,485.00
Bill Print-Check	12/24/2007	EFT	LWWO		NSB Checking	469.38	-203,954.38

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bal Print-Check	12/28/2007	1153	Omnia Geotechnical, Inc.		NBS Checking	43,610.00	-26,467.13
Bal Print-Check	12/28/2007	1154	State of Nevada ARC Payments	Business License for Eldorado Hills, LLC for Period Ending	NBS Checking	100.00	-26,567.13
Bal	12/29/2007		LVVWD		Water	-462.09	-26,829.22
Bal	12/31/2007		Nevada Power		Gas & Electric	-1,413.00	-28,242.22
Bal Print-Check	01/07/2008	677	Boulder Disposal Inc.		Waste Management	-246.99	-28,489.21
Bal	01/07/2008	2008-079	Nevada Power		NBS Checking	1,243.33	-27,245.88
Bal	01/09/2008	400801000201	Omnia Geotechnical, Inc.		Engineering Expense	-8,127.50	-35,373.38
Bal	01/10/2008	1156	Mabo International	Geotech Services for River Quarry Site	Marketing Expense	-7,206.50	-42,579.88
Bal Print-Check	01/11/2008		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NBS Checking	-30,952.63	-73,532.51
Bal Print-Check	01/14/2008	103123-A	Mabo International	Wine Transfer	NBS Checking	7,996.50	-65,536.01
Bal	01/16/2008	1157	RUSHOURGRAFFIC		Marketing Expense	-1,500.00	-67,036.01
Bal Print-Check	01/17/2008	EFT	LVVWD		NBS Checking	1,300.00	-65,736.01
Bal Print-Check	01/22/2008	1158	Boulder Disposal Inc.		NBS Checking	462.09	-65,273.92
Bal Print-Check	01/25/2008	1159	Omnia Geotechnical, Inc.	Ongoing NDOT Coordination	NBS Checking	240.09	-65,033.83
Bal Print-Check	01/25/2008	1160	Omnia Geotechnical, Inc.	Geotech Services for River Quarry Site	NBS Checking	283.50	-65,317.33
Bal	01/29/2008		LVVWD		NBS Checking	8,127.50	-73,444.83
Bal	01/29/2008		Nevada Power		Water	-1,018.09	-74,462.92
Bal	01/31/2008		Boulder Disposal Inc.		Gas & Electric	-1,507.18	-75,970.10
Bal	01/31/2008	3322376	Kimley-Horn and Associates Inc.		Waste Management	-502.40	-76,472.50
Bal	02/01/2008		Kent Anderson		Engineering Expense	-3,315.36	-79,787.86
Bal	02/01/2008		DOIRLM		Cleaning & Janitorial	-13,417.50	-93,205.36
Bal	02/19/2008	200802-084	LVVWD		Rem	-150.05	-93,355.41
Bal Print-Check	02/21/2008	EFT	LVVWD		NBS Checking	1,018.09	-92,337.32
Bal	02/21/2008	1161	DOIRLM		NBS Checking	150.05	-92,187.27
Bal	02/21/2008	3303406	Kimley-Horn and Associates Inc.		Engineering Expense	-267.75	-92,455.02
Bal Print-Check	02/23/2008	1162	Boulder Disposal Inc.		NBS Checking	292.49	-92,747.51
Bal Print-Check	02/23/2008	1168	Clark County Treasurer		NBS Checking	12,432.25	-105,179.76
Bal Print-Check	02/26/2008	EFT	Nevada Power	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NBS Checking	2,860.18	-108,039.94
Bal	02/26/2008		LVVWD		Water	-363.37	-108,403.31
Bal	02/26/2008	5208465	OGI Environmental, LLC		Engineering Expense	-460.00	-108,863.31
Bal Print-Check	02/29/2008	1169	Kimley-Horn and Associates Inc.		NBS Checking	3,563.19	-112,426.50
Bal Print-Check	02/29/2008	1170	OGI Environmental, LLC		NBS Checking	550.05	-112,976.55
Bal	02/29/2008		Byrd Consulting, LLC	Meeting w/PS and SLM	Consulting	1,125.00	-114,101.55
Bal	02/29/2008	280038	Sklar-Hartman Group		Engineering Expense	-950.00	-115,051.55
Bal	02/29/2008	280038	Sklar-Hartman Group		Engineering Expense	9,338.00	-105,713.55
Bal Print-Check	03/03/2008	1172	Kent Anderson		NBS Checking	13,437.50	-119,151.05
Bal	03/03/2008		Boulder Disposal Inc.		Waste Management	-282.49	-119,433.54
Bal	03/14/2008	5889	AMTI		Engineering Expense	-9,100.00	-128,533.54
Bal Print-Check	03/17/2008	EFT	LVVWD		NBS Checking	262.37	-128,795.91
Bal	03/26/2008	3394574	Kimley-Horn and Associates Inc.		Engineering Expense	-309.65	-129,105.56
Bal	03/26/2008		LVVWD		Water	-228.44	-129,334.00
Bal	03/28/2008		Nevada Power		Gas & Electric	-1,381.64	-130,715.64
Bal Print-Check	03/31/2008	1175	Boulder Disposal Inc.		NBS Checking	292.49	-131,008.13
Bal Print-Check	03/31/2008	1176	Byrd Consulting, LLC	Meeting w/PS and SLM	NBS Checking	1,175.00	-132,183.13
Bal Print-Check	03/31/2008	1174	Kimley-Horn and Associates Inc.		NBS Checking	369.66	-132,552.79
Bal Print-Check	03/31/2008	1178	AMTI		NBS Checking	9,100.00	-141,652.79
Bal	04/01/2008		Boulder Disposal Inc.		Waste Management	-282.49	-141,935.28
Bal	04/02/2008	40080408501	Mabo International		Marketing Expense	-7,996.50	-149,931.78
Bal	04/11/2008		LL Bradford & Company, LLC		Accounting	-1,590.00	-151,521.78
Bal Print-Check	04/14/2008	1180	Boulder Disposal Inc.		NBS Checking	292.46	-151,814.24
Bal Print-Check	04/14/2008	1181	LL Bradford & Company, LLC		NBS Checking	1,550.00	-153,364.24

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	04/14/2008	6123	AMT		Engineering Expense	-3,900.20	-3,900.20
Bill Print-Check	04/15/2008	EFT	LWWO		NSB Checking	226.44	-2,173.76
Bill Print-Check	04/15/2008	EFT	Nevada Power		NSB Checking	1,389.64	-7,763.40
Bill	04/20/2008		LWWO		Water	-180.54	-7,943.94
Bill	04/20/2008		Nevada Power		Gas & Electric	-1,299.99	-9,243.93
Bill	04/20/2008		Boulder Disposal Inc		Waste Management	-362.49	-9,606.42
Bill	04/20/2008	2-678-6007-4	FedEx		Postage & Delivery	-40.98	-9,647.40
Bill Print-Check	05/05/2008		Mable International		NSB Checking	7,996.50	-1,650.90
Bill Print-Check	05/15/2008	EFT	Nevada Power		NSB Checking	1,299.87	-2,950.77
Bill Print-Check	05/16/2008	1184	Boulder Disposal Inc		NSB Checking	262.49	-3,213.26
Bill Print-Check	05/19/2008	1185	Star Hardware Group		NSB Checking	550.00	-3,763.26
Bill Print-Check	05/22/2008	EFT	LWWO		NSB Checking	160.54	-3,923.80
Bill	05/25/2008		LWWO		Water	-416.82	-4,340.62
Bill	05/30/2008		Nevada Power		Gas & Electric	-1,259.67	-5,599.29
Bill	05/31/2008		Boulder Disposal Inc		Waste Management	-362.49	-5,961.78
Bill	06/05/2008	04/0201-60134 -N Division of Environmental Protection Annual Fee for: 7/1/08-6/30/09	Nevada Power		Engineering Expense	-300.00	-6,261.78
Bill Print-Check	06/05/2008	EFT	Nevada Power		NSB Checking	1,259.87	-5,001.91
Bill Print-Check	06/05/2008	1187	Star Hardware Group		NSB Checking	9,339.00	4,337.09
Bill Print-Check	06/16/2008	EFT	LWWO		NSB Checking	416.92	4,754.01
Bill Print-Check	06/16/2008	1188	Boulder Disposal Inc		NSB Checking	262.49	4,491.52
Bill Print-Check	06/16/2008	1189	N Division of Environmental Protection Annual Fee for: 7/1/08-6/30/09		NSB Checking	300.00	4,191.52
Bill	06/19/2008		Karr Anderson		Cleaning & Janitorial	-1,750.00	2,441.52
Bill	06/26/2008		LWWO		Water	-577.53	1,863.99
Bill	06/26/2008		Nevada Power		Gas & Electric	-1,326.80	537.19
Bill	06/30/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-322.49	214.70
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-13,201.17
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-26,615.04
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-48,520.41	-75,135.45
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-88,549.32
Bill Print-Check	07/17/2008	EFT	LWWO		NSB Checking	577.53	-87,971.79
Bill Print-Check	07/17/2008	EFT	Nevada Power		NSB Checking	1,259.80	-86,711.99
Bill Print-Check	07/21/2008	1192	AMT		NSB Checking	3,900.00	-82,811.99
Bill Print-Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	262.49	-83,074.48
Bill	07/21/2008	1193	FedEx		NSB Checking	40.98	-83,115.46
Bill	07/25/2008		LWWO		Water	-52,529.21	-135,644.67
Bill	07/30/2008		Nevada Power		Gas & Electric	-1,417.28	-137,061.95
Bill	07/31/2008		Boulder Disposal Inc	Customer# 30-89 0	Waste Management	-373.29	-137,435.24
Bill Print-Check	08/04/2008	1196	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	NSB Checking	13,413.87	-124,021.37
Bill	08/04/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-124,121.37
Bill Print-Check	08/05/2008	410	Ried Consulting Inc		NSB Checking	100.00	-124,221.37
Bill	08/05/2008		Karr Anderson		Engineering Expense	2,015.00	-122,206.37
Bill	08/05/2008		Boulder Disposal Inc.	Customer# 30-89 0	Cleaning & Janitorial	-687.00	-122,893.37
Bill Print-Check	08/11/2008	1198	Boulder Disposal Inc.		NSB Checking	273.29	-123,166.66
Bill Print-Check	08/12/2008	1199	Ried Consulting Inc.		NSB Checking	2,015.00	-125,181.66
Bill Print-Check	08/13/2008	EFT	LWWO		NSB Checking	523.83	-125,705.49
Bill Print-Check	08/15/2008		Nevada Power		NSB Checking	1,417.28	-127,122.77
Bill	08/25/2008		LWWO		Water	-468.81	-127,591.58
Bill	08/29/2008		Nevada Power		Gas & Electric	-1,519.02	-129,110.60
Bill	08/29/2008		Boulder Disposal Inc	Customer# 30-89 0	Waste Management	-273.29	-129,383.89
Bill	08/31/2008		State of Nevada Business License Renewal	Customer# 010-1065607268	Business Licenses & Fees	-100.00	-129,483.89
Bill Print-Check	08/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-129,757.18

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	08/17/2008						
Bill Pmt-Check	09/17/2008	1201	Nevada Power		NSB Checking	1,519.02	-43,585.52
Bill	09/17/2008	1201	City of Nevada Business License Renew License 215 1005607368		NSB Checking	100.00	-43,685.52
Bill Pmt-Check	09/18/2008	1202	React Consulting Inc		Engineering Expense	-600.00	-44,285.52
Bill Pmt-Check	09/19/2008	1202	React Consulting Inc		NSB Checking	806.81	-45,092.33
Bill	09/23/2008		LIVMO		NSB Checking	-289.40	-45,381.73
Bill	09/27/2008		Nevada Power		Water	-1,241.30	-46,623.03
Bill Pmt-Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parcel# 189-11-002-001	Gas & Electric	13,413.87	-60,036.90
Bill Pmt-Check	10/16/2008	1203	Nevada Power		NSB Checking	1,341.38	-61,378.28
Bill Pmt-Check	10/20/2008	1203	LIVMO		NSB Checking	289.40	-61,667.68
Bill Pmt-Check	10/27/2008	1205	Kent Anderson		NSB Checking	2,437.00	-64,104.68
						-28,827.74	-92,932.42
Total Accounts Payable							
Go Global Note Payable @ 22%							
Deposit	08/02/2008		Go Global, Inc	Loan to cover interest payments	NSB Checking	-100,000.00	-100,000.00
Deposit	08/02/2008		Go Global, Inc	Loan to cover ANB Interest Pmt	NSB Checking	-25,000.00	-125,000.00
General Journal	10/17/2008	1002	Go Global, Inc	Interest Payment on 5/10/08 loan @ 22% through 10/17/08	NSB Money Market	12,250.00	-112,750.00
General Journal	10/17/2008	1204	Go Global, Inc	Accumulated Interest through 10/17/08	Interest Expense	-12,250.00	-125,000.00
General Journal	10/27/2008	1205	Go Global, Inc	Principal Payment to \$125K Loan	NSB Checking	55,000.00	-70,000.00
General Journal	10/27/2008	1205	Go Global, Inc	Principal Payment to \$125K Loan	NSB Checking	15,000.00	-55,000.00
General Journal	10/27/2008	118-482-07-8	Desert Lakes Holdings LLC	GO to carry remainder of loan balance directly with DLSC due to from Desert Lease Hldg	NSB Checking	22,637.75	-32,362.25
				Accumulated Interest through 10/27/08	Interest Expense	-753.00	-33,115.25
						-33,095.37	-66,210.62
Total Go Global Note Payable @ 22%							
Alliance Mortgage Note							
General Journal	08/14/2008	13	Pay Metal Property Closing		Boulder Property	16,500,000.00	16,500,000.00
General Journal	09/09/2007		ANB Financial Refinance		Closing Costs	17,059,370.82	33,559,370.82
General Journal	09/09/2007		Interest from 5/1/07-5/25/07 paid with ANB Refinance		Mortgage	-146,969.25	33,412,401.57
General Journal	05/29/2007		Deferred Points Principal Balance paid with ANB Refinance		Loan Fees	-412,500.00	32,999,901.57
General Journal	05/29/2007		Interest on 412.5K from 4/14/05 paid with ANB Refinance		Loan Interest	-4,258.32	32,995,643.25
General Journal	05/29/2007		Interest on 412.5K from 9/14/05-4/30/07 paid with ANB Refinance		Loan Interest	31,261.25	33,026,904.50
General Journal	05/29/2007		Administrative & Demand Fee paid with ANB Refinance		Closing Costs	-275.00	33,026,629.50
						0.00	33,026,629.50
Total Alliance Mortgage Note							
ANB Financial Loan							
General Journal	05/29/2007		ANB Financial Refinance		Closing Costs	-21,000,000.00	-21,000,000.00
Transfer	06/10/2008		FDCI paid with held for credit to loan later		Pulsar Bank MMA	500,000.00	-20,499,999.40
						-20,499,999.40	-40,999,998.80
Total ANB Financial Loan							
Payroll Liabilities							
Total Payroll Liabilities							
Capital Accounts							
Antonio Nevada, LLC	08/12/2008		D&D Properties, LLC	Initial Investment	NSB Checking	-2,500,000.00	-2,500,000.00
Capital	10/24/2008		Go Global, Inc	Yomi, LLC contribution for Antonio Nevada, LLC	NSB Checking	-500,000.00	-3,000,000.00
						-3,000,000.00	-3,000,000.00
Total Capital							
Contributions							
Total Contributions							

Account Balan

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Nemo	Split	Amount	Balance
Distributions								8.89
	Check	05/20/2007		Antone Nevada, LLC		NSB Checking	2,220,000.00	2,220,000.00
	Check	08/21/2007		Antone Nevada, LLC		NSB Checking	770,000.00	3,000,000.00
Total Distributions							3,000,000.00	3,000,000.00
Net Profit or (Loss)								8.89
Total Net Profit or (Loss)								0.00
Antibio Nevada, LLC - Other								8.89
Total Antone Nevada, LLC - Other								0.00
Total Antone Nevada, LLC							0.00	0.00
Eldorado Investments, LLC								8.89
Capital								8.89
Total Capital								0.00
Contributions								8.89
Total Contributions							-50,000.00	-50,000.00
Distributions							-50,000.00	-50,000.00
Total Distributions								8.89
Net Profit or (Loss)								8.89
Total Net Profit or (Loss)								0.00
Eldorado Investments, LLC - Other								8.89
Total Eldorado Investments, LLC - Other								0.00
Total Eldorado Investments, LLC								0.00
Go Global, Inc.							-50,000.00	-50,000.00
Capital								8.89
	General Journal	09/15/2005	1	Secretary of State	GG paid SOS-Attache of Org. fee to establish Eldorado H.	Business Licenses & Fees	-200.00	-200.00
	General Journal	10/25/2005	2	Secretary of State	GG paid SOS-Initial List of Members Filing Fee	Business Licenses & Fees	-125.00	-325.00
	General Journal	03/17/2006	5	Regon Family 2004 Irrevocable Tru	GG paid 2005-Initial List of Members Filing Fee	Deposits for Closing	-250,000.00	-525,325.00
	General Journal	04/18/2006	3	GG Environmental, LLC	Inv# E2006-78 paid by GG-4-18-06 Check# 1036	Engineering Expense	-2,500.00	-527,825.00
	General Journal	05/02/2006	4	VRG Design Inc.	ALTA Survey	Engineering Expense	-1,000.00	-528,825.00
	General Journal	06/01/2006	6	GG Environmental, LLC	Inv# E2006-110 paid by GG-NSB Check# 1367 for Phase	Engineering Expense	-3,800.00	-532,625.00
	General Journal	06/22/2006	7	Direct Biogrow	Inv# 1000319 PSA for Eldorado Hills paid by GG-NSB Chk	Legal Fees	-1,000.00	-533,625.00
	General Journal	06/28/2006	8	Loiret Lawyer & Coline	Inv# 200595 paid by GG-NSB Check# 1108	Legal Fees	-4,202.50	-537,827.50
	General Journal	06/28/2006	9	VRG Design Inc.	Inv# 0029452 paid by GG-NSB Check# 1106	Engineering Expense	-7,320.00	-545,147.50
	General Journal	06/28/2006	10	Direct Biogrow	Inv# 1000368 paid by GG-NSB Check# 1107	Legal Fees	-9,227.00	-554,374.50
	Deposit	08/10/2006		Go Global, Inc.	CC to open new NSB checking account	NSB Checking	-295,849.50	-850,224.00
	Deposit	08/10/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-10,000.00	-860,224.00
Total Capital							-310,860.50	-310,860.50
Contributions								8.89
	Deposit	08/20/2006		Jared Smith	Initial Investment	NSB Checking	50,000.00	-810,860.50

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	06/05/2006		Go Global, Inc.	CC to cover expenses	NBS Checking	-50,000.00	-50,000.00
Deposit	09/11/2006		Chad Clunap	Initial Investment	NBS Checking	-50,000.00	-100,000.00
Deposit	09/12/2006		Eric Reid	Advance from GO NBS LLC for closing	NBS Checking	-50,000.00	-150,000.00
Deposit	09/12/2006		Go Global, Inc.	CC Cover Alliance Interest Payment	NBS Checking	-50,000.00	-200,000.00
Deposit	01/01/2007		Go Global, Inc.	CC Payback RG loan	NBS Checking	-50,000.00	-250,000.00
Deposit	01/01/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Paymts	NBS Checking	-120,000.00	-370,000.00
Deposit	03/06/2007		Go Global, Inc.	CC Cover Appraisal Fee	NBS Checking	-5,000.00	-375,000.00
Deposit	04/06/2007		Go Global, Inc.	CC to cover 1/2 of Alliance Interest Paymt	NBS Checking	-5,000.00	-380,000.00
Deposit	04/06/2007		Go Global, Inc.	CC To cover interest expense	NBS Checking	-200,000.00	-580,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover Robert Ray Payback	NBS Checking	-200,000.00	-780,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover PSP Payment	NBS Checking	-200,000.00	-980,000.00
Deposit	05/24/2007		Go Global, Inc.	CC Cover PSP Paymt	NBS Checking	-10,000.00	-990,000.00
Deposit	08/12/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	NBS Checking	-5,000.00	-995,000.00
Deposit	11/01/2007		Go Global, Inc.	CC to cover Nov ANB Interest Paymt	NBS Checking	-2,250,000.00	-1,245,000.00
Deposit	11/01/2007		Go Global, Inc.	CC Cover Expenses	NBS Checking	-5,000.00	-1,250,000.00
Deposit	12/01/2007		Go Global, Inc.	CC Cover ANB Interest Payment	NBS Checking	-4,250,000.00	-1,675,000.00
Deposit	12/01/2007		Go Global, Inc.	CC Cover Engineering Expenses	NBS Checking	-25,000.00	-1,700,000.00
Deposit	01/01/2008		Go Global, Inc.	Loan to cover expenses	NBS Checking	-20,000.00	-1,720,000.00
Deposit	02/22/2008		Go Global, Inc.	Loan to cover ANB Interest Paymt	NBS Checking	-180,000.00	-1,900,000.00
Deposit	02/22/2008		Go Global, Inc.	Loan to cover property tax	NBS Checking	-10,000.00	-1,910,000.00
Deposit	02/26/2008		Go Global, Inc.	Loan to cover interest payments	NBS Checking	-188,000.00	-2,098,000.00
Deposit	05/09/2008		Go Global, Inc.	CC to ANB Interest Paymt	NBS Checking	-54,000.00	-2,152,000.00
Deposit	05/27/2008		Go Global, Inc.	CC for ANB Interest Payment	NBS Checking	-34,000.00	-2,186,000.00
Deposit	07/05/2008		Go Global, Inc.	Deposit	NBS Checking	-73,870.00	-2,259,870.00
						-4,973,870.00	
Total Contributions							
Distributions							
General Journal	12/31/2006	118-005-3		Reverses	Interest Expense	643,499.94	6.89
Check	06/14/2007	1010	Go Global, Inc.	Capital Distribution	NBS Checking	200,000.00	843,499.94
Transfer	06/19/2007			Split \$2.2M Contribution between CC & Loan	Due (to) from Go Global	470,000.00	1,313,499.94
Transfer	06/19/2007			Payoff Go Global Loan	Go Global Loan @ 8.25%	400,000.00	1,713,499.94
General Journal	12/31/2007	118-98-07.2		Reverses per Carlos	Consulting	1,420,000.00	3,133,499.94
General Journal	10/27/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Due (to) from Desert Lakes Pmg	50,000.00	3,183,499.94
						3,183,499.94	
Total Distributions							
Net Profit or (Loss)							
Total Net Profit or (Loss)							
Go Global, Inc. - Other							
Total Go Global, Inc. - Other							
Total Go Global, Inc.							
Ray Family Trust							
Capital							
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-250,000.00	6.89
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-250,000.00	0.00
						-250,561.60	6.89
Total Capital							
Contributions							
Total Contributions							
Total Contributions							

Actual Basis

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Contributions								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Ray Family Trust - Other								0.00
Total Ray Family Trust - Other								0.00
Total Ray Family Trust							-250,000.00	-250,000.00
The Rogich Family 2004 Ir Trust								0.00
Capital								0.00
Total Capital							-250,000.00	-250,000.00
Contributions								0.00
Deposits								0.00
Total Deposits								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust							-2,141,625.00	-2,141,625.00
Capital Accounts - Other								0.00
Total Capital Accounts - Other								0.00
Total Capital Accounts							-4,576,416.10	-4,576,416.10
Opening Bal Equity								0.00
Total Opening Bal Equity								0.00
Retained Earnings							325.00	325.00

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Eldorado Hills, LLC
General Ledger

Actual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
			Total Cleaning Costs				0.00
			Dues & Subscriptions				0.00
			Total Dues & Subscriptions				0.00
			Engineering Expense				0.00
			Total Engineering Expense				0.00
			Equipment Rental				0.00
			Total Equipment Rental				0.00
			Gifts to Clients				0.00
			Total Gifts to Clients				0.00
			Insurance				0.00
			Liability				0.00
			Total Liability				0.00
			Insurance - Other				0.00
			Total Insurance - Other				0.00
			Total Insurance				0.00
			Interest Expense				0.00
			Finance Charge				0.00
			Total Finance Charge				0.00
			Loan Interest				0.00
			Total Loan Interest				0.00
			Mortgage				0.00
			Total Mortgage				0.00
			Interest Expense - Other				0.00
			Total Interest Expense - Other				0.00
			Total Interest Expense				0.00
			Loan Fees				0.00
			Total Loan Fees				0.00
			Maintenance				0.00
			Cleaning & Janitorial				0.00
			Total Cleaning & Janitorial				0.00
			Repairs				0.00
			Total Repairs				0.00
			Maintenance - Other				0.00
			Total Maintenance - Other				0.00

Eldorado Hills, LLC
General Ledger

Actual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
			Total Maintenance				0.00
			Maintenance Expense				0.00
			Total Maintenance Expense				0.00
			Mileage Expense				0.00
			Total Mileage Expense				0.00
			Miscellaneous Expense				0.00
			Total Miscellaneous Expense				0.00
			Office Expense				0.00
			Office Supplies				0.00
			Total Office Supplies				0.00
			Postage & Delivery				0.00
			Total Postage & Delivery				0.00
			Printing & Reproduction				0.00
			Total Printing & Reproduction				0.00
			Office Expense - Other				0.00
			Total Office Expense - Other				0.00
			Total Office Expense				0.00
			Payroll Expenses				0.00
			Total Payroll Expenses				0.00
			Professional Fees				0.00
			Accounting				0.00
			Total Accounting				0.00
			Consulting				0.00
			Total Consulting				0.00
			Legal Fees				0.00
			Total Legal Fees				0.00
			Professional Fees - Other				0.00
			Total Professional Fees - Other				0.00
			Total Professional Fees				0.00
			Taxes				0.00
			Federal				0.00
			Total Federal				0.00
			Personal Property				0.00
			Total Personal Property				0.00

Eldorado Hills, LLC
General Ledger

Actual Basis	Type	Date	Num	Name	Nemo	Split	Amount	Balance
Property								
Total Property								0.00
								0.00
Taxes - Other								
Total Taxes - Other								0.00
								0.00
Total Taxes								0.00
Tolls & Misc. Equipment								0.00
Total Tolls & Misc. Equipment								0.00
Travel & Entertainment								0.00
Lodging								0.00
Total Lodging								0.00
Meals & Entertainment								0.00
Total Meals & Entertainment								0.00
Travel								0.00
Total Travel								0.00
Travel & Entertainment - Other								0.00
Total Travel & Entertainment - Other								0.00
Total Travel & Entertainment								0.00
Uncategorized Expense								0.00
Total Uncategorized Expense								0.00
Utilities								0.00
Gas & Electric								0.00
Total Gas & Electric								0.00
Telephone & Fax								0.00
Total Telephone & Fax								0.00
Waste Management								0.00
Total Waste Management								0.00
Water								0.00
Total Water								0.00
Utilities - Other								0.00
Total Utilities - Other								0.00
Total Utilities								0.00
								0.00
Interest Income								0.00
Total Interest Income								0.00

• 4

Actual Balts

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
No acctn							0.00
Total no acctn							0.00
TOTAL						0.00	0.00

EXHIBIT 4

EXHIBIT 4

1	DISTRICT COURT	
2	CLARK COUNTY, NEVADA	
3	CARLOS A. HUERTA, an)	
4	individual; CARLOS A.)	
5	HUERTA as Trustee of THE)	
6	ALEXANDER CHRISTOPHER)	
7	TRUST, a Trust established)	
8	in Nevada as assignee of)	
9	interests of GO GLOBAL,)	
10	INC., a Nevada corporation;)	
11	NANYAH VEGAS, LLC, A Nevada)	
12	limited liability company,)	
13)	
14	Plaintiffs,)	
15)	
16	vs.)	CASE NO. A-13-686303-C
17)	DEPT. NO. XXVII
18	SIG ROGICH aka SIGMUND)	
19	ROGICH as Trustee of The)	
20	Rogich Family Irrevocable)	
21	Trust; ELDORADO HILLS, LLC,)	
22	a Nevada limited liability)	
23	company; DOES I-X; and/or)	
24	ROE CORPORATIONS I-X,)	
25	inclusive,)	
26)	
27	Defendants.)	
28)	
29	NANYAH VEGAS, LLC, a Nevada)	DEPOSITION OF
30	limited liability company,)	MELISSA OLIVAS
31)	
32	Plaintiff,)	WEDNESDAY, MAY 2, 2018
33)	AT 9:02 A.M.
34	vs.)	
35)	
36	TELD, LLC, a Nevada limited)	3770 HOWARD HUGHES PARKWAY
37	liability company; PETER)	SUITE 300
38	ELIADES, individually and)	LAS VEGAS, NEVADA
39	Trustee of The Eliades)	
40	Survivor Trust of 10/30/08;)	
41	SIGMUND ROGICH,)	CONSOLIDATED WITH:
42	individually and as Trustee)	CASE NO.: A-16-746329-C
43	of The Rogich Family)	
44	Irrevocable Trust;)	
45	* * * * *	
46		
47	REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876	
48	JOB NO. 467925	

<p style="text-align: right;">Page 38</p> <p>1 BY MR. SIMONS:</p> <p>2 Q. Were you tasked with the responsibility for</p> <p>3 communicating with Carlos on these financial matters by</p> <p>4 Sig?</p> <p>5 A. Not specifically.</p> <p>6 Q. That's just the role you had? It might not</p> <p>7 have been a specific, "Hey, you're doing this?"</p> <p>8 A. Right.</p> <p>9 Q. It's just that's just how it was done?</p> <p>10 A. Yes.</p> <p>11 Q. Okay.</p> <p>12 Let's go back to Exhibit 1.</p> <p>13 A. (Witness complies.)</p> <p>14 Q. Exhibit 1, that's the bank statement -- or at</p> <p>15 least the first pages of the bank statement for</p> <p>16 Eldorado Hills, LLC for the December 31, 2007,</p> <p>17 timeframe, right?</p> <p>18 A. Yes.</p> <p>19 Q. Do you see on the deposits of 12/7,</p> <p>20 1.5 million gets transferred in?</p> <p>21 A. Yes.</p> <p>22 Q. And you understand that at this point in time</p> <p>23 that that was Nanyah's investment?</p> <p>24 A. Yes.</p> <p>25 Q. When did you first become aware that Nanyah</p>	<p style="text-align: right;">Page 40</p> <p>1 Q. Okay.</p> <p>2 A. I received the QuickBooks.</p> <p>3 Q. Okay. What's the difference between</p> <p>4 Exhibit 3 and the QuickBooks you are referencing?</p> <p>5 A. QuickBooks is the accounting software that</p> <p>6 produces this.</p> <p>7 Q. Oh, so you're saying you didn't receive this</p> <p>8 hard copy, you received the software --</p> <p>9 A. Yeah, I received --</p> <p>10 Q. -- the electronically stored information?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. But the QuickBooks program that you</p> <p>13 received is able to generate the exhibit we're looking</p> <p>14 at as Exhibit 3?</p> <p>15 A. Correct.</p> <p>16 Q. All right. What is -- this is called the</p> <p>17 Eldorado Hills, LLC general ledger. What do you</p> <p>18 understand that to mean?</p> <p>19 A. It is the -- lists the transactions that were</p> <p>20 accumulated in the accounting software for that entity.</p> <p>21 Q. Okay. As part of the October 2008</p> <p>22 transaction, we know that the books and records of</p> <p>23 Eldorado Hills were transferred from Carlos Huerta to</p> <p>24 Sig Rogich, right?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 39</p> <p>1 had invested 1.5 million into Eldorado Hills, LLC?</p> <p>2 A. October of 2008.</p> <p>3 Q. Do you remember the specific date?</p> <p>4 A. No.</p> <p>5 Q. How did this -- Nanyah's investment into</p> <p>6 Eldorado Hills, LLC get brought to your attention?</p> <p>7 A. Summer gave me a schedule that listed Nanyah.</p> <p>8 Q. What did you do after you saw that</p> <p>9 information?</p> <p>10 A. Asked who that is. I thought it was a</p> <p>11 person.</p> <p>12 Q. Okay.</p> <p>13 (Exhibit 3 marked.)</p> <p>14 BY MR. SIMONS:</p> <p>15 Q. I'm going to give you what's marked as</p> <p>16 Exhibit 3. Are you familiar with this document?</p> <p>17 A. I have seen it before.</p> <p>18 Q. Okay. What is it?</p> <p>19 A. It's Eldorado Hills general ledger.</p> <p>20 Q. Okay. When you say you have seen it before,</p> <p>21 when do you first recall seeing it?</p> <p>22 A. 2008.</p> <p>23 Q. Can you give me the circumstances surrounding</p> <p>24 how you received it?</p> <p>25 A. I didn't receive this exactly.</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. All right. So when that transfer occurred,</p> <p>2 what did you receive on behalf of Sig Rogich?</p> <p>3 A. I recall receiving the QuickBooks and I</p> <p>4 couldn't open it because it was a different version</p> <p>5 than what I had.</p> <p>6 Q. The QuickBooks, so did you receive it on a</p> <p>7 thumb drive or --</p> <p>8 A. I don't recall, but something like that.</p> <p>9 Q. All right. So let's look at the -- you are</p> <p>10 familiar with this -- what Exhibit 3, is. It's a</p> <p>11 report generated out of Eldorado Hills, LLC, QuickBooks</p> <p>12 software?</p> <p>13 A. Yes.</p> <p>14 Q. All right. Now, let's look down on the very</p> <p>15 first page. Do you see under the NSB checking --</p> <p>16 A. Yes.</p> <p>17 Q. -- on the left column?</p> <p>18 We go over. And we're going to look at --</p> <p>19 MR. LIONEL: I'm sorry. Where is that?</p> <p>20 Thank you.</p> <p>21 BY MR. SIMONS:</p> <p>22 Q. Do you see on September 11, 2006, there's a</p> <p>23 deposit from Craig Dumlapp?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Initial investment, \$50,000. Do you</p>

<p style="text-align: right;">Page 54</p> <p>1 THE WITNESS: This thing is so small.</p> <p>2 MR. SIMONS: We will blow it up at trial.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q. Is that your understanding?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Was it your responsibility as a VP of</p> <p>7 Finance to get this \$778,000 into Eldorado Hills so</p> <p>8 that Antonio debt could be retired?</p> <p>9 A. It was my responsibility to give it to</p> <p>10 Carlos.</p> <p>11 Q. Okay. But you knew -- because Carlos said,</p> <p>12 "Look, we've got to -- we need to retire this Antonio</p> <p>13 Nevada debt." And then under your responsibilities,</p> <p>14 you have to get the money on behalf of Sig Rogich?</p> <p>15 A. Yes.</p> <p>16 Q. All right.</p> <p>17 Now, we see the difference here is Carlos</p> <p>18 contributed 2.23 million and Sig Rogich provided</p> <p>19 778,000 towards the satisfaction of this \$3 million</p> <p>20 obligation.</p> <p>21 A. Yes.</p> <p>22 Q. Do you understand what -- do you have any</p> <p>23 understanding of what the agreement was between Sig</p> <p>24 Rogich and Carlos Huerta with regard to how the</p> <p>25 overpayment or the additional payment being made by</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. Okay. And so under Sig's contribution</p> <p>2 responsibility would have been to come up with</p> <p>3 1.5 million?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Did you have any communications with</p> <p>6 Sig about, "Why are we only providing 778,000 instead</p> <p>7 of the 1.5 million we needed to pay?"</p> <p>8 A. No.</p> <p>9 Q. Did you have anything regarding that topic at</p> <p>10 all?</p> <p>11 A. No.</p> <p>12 Q. Did you just say, "Okay. Sig and Carlos must</p> <p>13 have made it -- worked out some arrangement. My</p> <p>14 obligation is just to get 778,000 to Eldorado Hills,</p> <p>15 LLC so we can get Antonio satisfied?"</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Do you see -- if we go down that same</p> <p>18 page, deposit November 16, 2007, Go Global, loan to</p> <p>19 cover November A and B interest payment 174,000?</p> <p>20 A. November 16th.</p> <p>21 MR. LIONEL: November 7th?</p> <p>22 THE WITNESS: 16th.</p> <p>23 BY MR. SIMONS:</p> <p>24 Q. Are you there?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 55</p> <p>1 Carlos Huerta to retire this \$3 million debt would be</p> <p>2 handled?</p> <p>3 A. No.</p> <p>4 Q. Did Carlos say, "Look, I'm going to pay extra</p> <p>5 and I'll get repaid my additional advance later"?</p> <p>6 MR. LIONEL: It's been asked and answered.</p> <p>7 MR. SIMONS: No. She --</p> <p>8 THE WITNESS: I don't remember.</p> <p>9 BY MR. SIMONS:</p> <p>10 Q. Did Carlos have any communications with you</p> <p>11 saying, "This is how we're going to handle my</p> <p>12 additional advancement"?</p> <p>13 A. I don't remember specifically.</p> <p>14 Q. Okay. What do you remember generally?</p> <p>15 A. That he would talk to Sig and just tell me,</p> <p>16 "Here's what we are doing."</p> <p>17 Q. Okay. I don't understand that. He would</p> <p>18 talk to Sig --</p> <p>19 A. They had -- yeah. They had the arrangements,</p> <p>20 and I was the person that get the money.</p> <p>21 Q. Okay. Because you know that that's</p> <p>22 \$3 million that has to be paid back to Antonio Nevada?</p> <p>23 A. Carlos handled that.</p> <p>24 Q. Well, did you know it was \$3 million?</p> <p>25 A. I know they provided \$3 million.</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. Okay. Did you have any communications --</p> <p>2 MR. LIONEL: I don't have that place. Which</p> <p>3 one is it? What's the date on that?</p> <p>4 THE WITNESS: It's the 16th.</p> <p>5 MR. SIMONS: Right here. This one.</p> <p>6 BY MR. SIMONS:</p> <p>7 Q. Did you have any communications with Carlos</p> <p>8 when he would make these advancements for the full</p> <p>9 monthly interest payments?</p> <p>10 A. I don't recall.</p> <p>11 Q. Would that have been -- you don't recall any</p> <p>12 specifics or do you recall in general having those</p> <p>13 communications?</p> <p>14 A. I recall in general that Carlos would let me</p> <p>15 know when he wanted something.</p> <p>16 Q. Okay. Now, we see on this one -- keep going</p> <p>17 down -- December 7, 2007. We see a CanaMex Nevada,</p> <p>18 LLC, investment into Eldorado Hills by a CanaMex. Do</p> <p>19 you see that 1.5 million?</p> <p>20 A. Yes.</p> <p>21 Q. And that's the 1.5 million we looked at on</p> <p>22 Exhibit 1; right?</p> <p>23 A. Yes.</p> <p>24 Q. And then we see a transfer out the next day</p> <p>25 of 1.45 million; right?</p>

<p style="text-align: right;">Page 58</p> <p>1 A. Yes.</p> <p>2 Q. Did you have an understanding that the</p> <p>3 Eldorado -- your understanding is this 1.5 million was</p> <p>4 Nanyah's investment?</p> <p>5 A. I did not know about it.</p> <p>6 Q. No. Do you understand that now?</p> <p>7 A. Yes.</p> <p>8 Q. That that's what Nanyah's -- okay.</p> <p>9 Now, do you have any recollection of</p> <p>10 communications with Carlos that the money that was</p> <p>11 being invested from Nanya was going to be used to repay</p> <p>12 all these additional advances Carlos had made on behalf</p> <p>13 of Eldorado Hills, LLC?</p> <p>14 A. I did not.</p> <p>15 Q. Do you any knowledge of whether those</p> <p>16 communications took place?</p> <p>17 A. I do not.</p> <p>18 Q. Did you believe or have any understanding</p> <p>19 that Carlos was loaning money to Eldorado Hills, LLC,</p> <p>20 to pay its debt service without the desire to be repaid</p> <p>21 those advances?</p> <p>22 A. I was not involved in how -- all these</p> <p>23 transactions that you're showing me, I did not know</p> <p>24 anything about it.</p> <p>25 Q. Fair enough. I'm trying -- I get to explore</p>	<p style="text-align: right;">Page 60</p> <p>1 Q. Was the LLC formed?</p> <p>2 A. Pardon?</p> <p>3 Q. Was the Canamex LLC formed?</p> <p>4 A. Yes.</p> <p>5 Q. Who were the members?</p> <p>6 A. I don't know.</p> <p>7 Q. Who were the managers?</p> <p>8 A. I don't know -- Carlos.</p> <p>9 Q. Was Sig Rogich or any of his trust entities a</p> <p>10 member of the LLC?</p> <p>11 A. I don't know.</p> <p>12 Q. Did you have any responsibility with regard</p> <p>13 to Canamex, LLC?</p> <p>14 A. No.</p> <p>15 Q. Did -- to your knowledge, was there any</p> <p>16 monies invested by Sig or any of his trusts into that</p> <p>17 entity?</p> <p>18 A. No.</p> <p>19 Q. Is it an existing entity?</p> <p>20 A. Pardon?</p> <p>21 Q. Is it an existing entity?</p> <p>22 A. Is it an existing entity?</p> <p>23 Q. Yes.</p> <p>24 A. Okay -- yes.</p> <p>25 Q. Yes?</p>
<p style="text-align: right;">Page 59</p> <p>1 your understanding.</p> <p>2 A. Yes.</p> <p>3 Q. So did you have an understanding that Carlos</p> <p>4 was just giving this money and paying these monies on</p> <p>5 behalf of Eldorado Hills, LLC without the belief that</p> <p>6 he would be repaid?</p> <p>7 MR. LIONEL: Well, objection. That's calling</p> <p>8 for speculation.</p> <p>9 MR. SIMONS: No. I'm asking for her</p> <p>10 understanding.</p> <p>11 THE WITNESS: I did not know what they were</p> <p>12 doing.</p> <p>13 BY MR. SIMONS:</p> <p>14 Q. Fair enough. But if you didn't know what</p> <p>15 they were doing, did you have any understanding, one</p> <p>16 way or another, that Carlos was giving money to</p> <p>17 Eldorado Hills, LLC without the expectation of not</p> <p>18 being repaid?</p> <p>19 A. I don't know what Carlos was thinking.</p> <p>20 Q. So the answer is: You don't have an</p> <p>21 understanding one way or the other?</p> <p>22 A. Right.</p> <p>23 Q. What was Canamex Nevada, LLC?</p> <p>24 A. It was an entity that was supposed to acquire</p> <p>25 property surrounding the Eldorado Hills property.</p>	<p style="text-align: right;">Page 61</p> <p>1 A. What -- I don't understand what you are</p> <p>2 asking. Existing?</p> <p>3 Q. Yes. Give me a second.</p> <p>4 You're familiar that in this lawsuit there's</p> <p>5 things called "Request For Production Of Documents"?</p> <p>6 A. Yes.</p> <p>7 Q. And you were tasked with, as I understand it,</p> <p>8 to assemble the documents responsive to any requests?</p> <p>9 A. Yes.</p> <p>10 Q. All right.</p> <p>11 (Exhibit 4 marked.)</p> <p>12 BY MR. SIMONS:</p> <p>13 Q. I'm going to give you an Exhibit 4.</p> <p>14 Exhibit 4 was produced by the Rogich Trust in this</p> <p>15 case, Bates No. RT 363 through 407. Does the review of</p> <p>16 this document refresh your recollection about Canamex</p> <p>17 at all?</p> <p>18 A. No.</p> <p>19 Q. Okay. Do you see the footer on the bottom of</p> <p>20 the page?</p> <p>21 A. Yeah.</p> <p>22 Q. Do you know whose footer that is?</p> <p>23 A. No.</p> <p>24 Q. Okay. Do you know where this document was</p> <p>25 obtained in order to produce it by the Rogich Trust?</p>

MELISSA OLIVAS - 05/02/2018

Page 214	Page 216
<p>1 CERTIFICATE OF DEPONENT</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 * * * * *</p> <p>14</p> <p>15 I, MELISSA OLIVAS, deponent herein, do hereby certify</p> <p>16 and declare under the penalty of perjury the within and</p> <p>17 foregoing transcription to be my deposition in said</p> <p>18 action; that I have read, corrected and do hereby affix</p> <p>19 my signature to said deposition.</p> <p>20</p> <p>21</p> <p>22 _____</p> <p style="text-align: center;">MELISSA OLIVAS, Deponent</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 Errata Sheet</p> <p>2</p> <p>3 NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.</p> <p>4 DATE OF DEPOSITION: 05/02/2018</p> <p>5 NAME OF WITNESS: Melissa Olivas</p> <p>6 Reason Codes:</p> <p>7 1. To clarify the record.</p> <p>8 2. To conform to the facts.</p> <p>9 3. To correct transcription errors.</p> <p>10 Page _____ Line _____ Reason _____</p> <p>11 From _____ to _____</p> <p>12 Page _____ Line _____ Reason _____</p> <p>13 From _____ to _____</p> <p>14 Page _____ Line _____ Reason _____</p> <p>15 From _____ to _____</p> <p>16 Page _____ Line _____ Reason _____</p> <p>17 From _____ to _____</p> <p>18 Page _____ Line _____ Reason _____</p> <p>19 From _____ to _____</p> <p>20 Page _____ Line _____ Reason _____</p> <p>21 From _____ to _____</p> <p>22 Page _____ Line _____ Reason _____</p> <p>23 From _____ to _____</p> <p>24</p> <p>25</p>
<p style="text-align: center;">Page 215</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2 STATE OF NEVADA)</p> <p>3 COUNTY OF CLARK)</p> <p>4 I, Michelle R. Ferreyra, a Certified Court</p> <p>5 Reporter licensed by the State of Nevada, do hereby</p> <p>6 certify: That I reported the deposition of MELISSA</p> <p>7 OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at</p> <p>8 9:02 a.m.</p> <p>9 That prior to being deposed, the witness was</p> <p>10 duly sworn by me to testify to the truth. That I</p> <p>11 thereafter transcribed my said stenographic notes into</p> <p>12 written form, and that the typewritten transcript is a</p> <p>13 complete, true and accurate transcription of my said</p> <p>14 stenographic notes, and that a request has been made to</p> <p>15 review the transcript.</p> <p>16 I further certify that I am not a relative,</p> <p>17 employee or independent contractor of counsel or of any</p> <p>18 of the parties involved in the proceeding, nor a person</p> <p>19 financially interested in the proceeding, nor do I have</p> <p>20 any other relationship that may reasonably cause my</p> <p>21 impartiality to be questioned.</p> <p>22 IN WITNESS WHEREOF, I have set my hand in my</p> <p>23 office in the County of Clark, State of Nevada, this</p> <p>24 7th day of May, 2018.</p> <p>25 _____</p> <p style="text-align: center;"><i>Michelle R. Ferreyra</i></p> <p style="text-align: center;">MICHELLE R. FERREYRA, CCR No. 876</p>	

EXHIBIT 5

EXHIBIT 5

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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 interest of GO
GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, a
Nevada limited liability company,

Plaintiffs,

vs.

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

SIG ROGICH aka SIGMUND ROGICH as
Trustee of The Rogich Family
Irrevocable Trust; ELDORADO
HILLS, LLC; et al.,

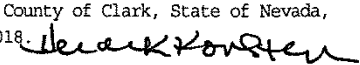
Defendants.

AND ALL RELATED MATTERS

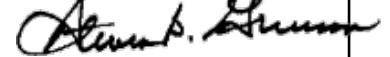
DEPOSITION OF
SIGMUND ROGICH
Las Vegas, Nevada
May 24, 2018
9:57 a.m.

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 470878

<p style="text-align: right;">Page 54</p> <p>1 (Whereupon, the record was read.)</p> <p>2 MR. LIONEL: Same objection.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q Did you understand that?</p> <p>5 A That's what it says here.</p> <p>6 Q I understand what it says.</p> <p>7 I'm asking for your understanding</p> <p>8 separate and apart from that agreement.</p> <p>9 MR. LIONEL: Objection. His</p> <p>10 understanding is irrelevant. We're talking about</p> <p>11 what the document says.</p> <p>12 BY MR. SIMONS:</p> <p>13 Q You can go ahead and answer.</p> <p>14 A It's what it says here.</p> <p>15 Q Okay. I'm asking -- following up on</p> <p>16 your understanding.</p> <p>17 A I don't have any understanding. I'm</p> <p>18 just referencing what it says on page 521.</p> <p>19 Q So you have no understanding whether or</p> <p>20 not Carlos Huerta has a --</p> <p>21 A The understanding I know is that Carlos</p> <p>22 Huerta ran Eldorado Hills. He handled everything.</p> <p>23 I didn't see anything.</p> <p>24 Q Including entering into obligations on</p> <p>25 behalf of Eldorado Hills, LLC?</p>	<p style="text-align: right;">Page 56</p> <p>1 general ledger; right?</p> <p>2 A Yes.</p> <p>3 Q Okay. And let's look at what the</p> <p>4 general ledger is telling us.</p> <p>5 Do you see the NSB checking? Can you</p> <p>6 see that over here?</p> <p>7 A Yes.</p> <p>8 MR. LIONEL: I'm making an objection for</p> <p>9 the record, if I may. I believe -- and I may be</p> <p>10 wrong, because there's no date --</p> <p>11 MR. SIMONS: What's the objection?</p> <p>12 MR. LIONEL: That general -- this</p> <p>13 general ledger was prepared by Carlos Huerta after</p> <p>14 he was no longer involved in Eldorado.</p> <p>15 MR. SIMONS: Okay. You can save that</p> <p>16 for trial, because that's what it's going to get</p> <p>17 you.</p> <p>18 BY MR. SIMONS:</p> <p>19 Q Okay. Let me tell -- just so we're</p> <p>20 putting this on the record, I asked -- Ms. Olivas</p> <p>21 was responsible, as I understand it, for</p> <p>22 participating and overseeing -- well, let's do</p> <p>23 this.</p> <p>24 What did you understand Melissa Olivas'</p> <p>25 responsibilities were when it came to Eldorado</p>
<p style="text-align: right;">Page 55</p> <p>1 A That's correct.</p> <p>2 Q And you were acceptable and comfortable</p> <p>3 with that authority that Mr. Huerta was exercising</p> <p>4 on behalf of Eldorado Hills, LLC?</p> <p>5 A Up until the time that he committed</p> <p>6 fraud.</p> <p>7 Q Okay. Well, up until the time that you</p> <p>8 make your allegation that he stole money?</p> <p>9 A No, it's not an allegation. He did. He</p> <p>10 stole the money.</p> <p>11 Q Okay. Let's look at Exhibit 3.</p> <p>12 Exhibit 3 is called the general ledger</p> <p>13 for Eldorado Hills, LLC.</p> <p>14 And you're familiar with a general</p> <p>15 ledger, aren't you?</p> <p>16 A Yes.</p> <p>17 MR. LIONEL: Counsel, can we say whose</p> <p>18 general ledger is it?</p> <p>19 MR. SIMONS: I did say.</p> <p>20 MR. LIONEL: Who prepared it? I mean,</p> <p>21 it's a -- what date was it prepared? Because</p> <p>22 there's no date on it. A general ledger has a</p> <p>23 date.</p> <p>24 BY MR. SIMONS:</p> <p>25 Q Okay. We've got an Eldorado Hills, LLC,</p>	<p style="text-align: right;">Page 57</p> <p>1 Hills, LLC, and your investment?</p> <p>2 A I already answered that.</p> <p>3 Q I know, but I -- I don't know if I</p> <p>4 specifically limited it to the Eldorado Hills,</p> <p>5 LLC.</p> <p>6 A You did, and I answered it.</p> <p>7 Q So she had to oversee the books and</p> <p>8 records of the finances and your investment into</p> <p>9 that?</p> <p>10 A Yes.</p> <p>11 Q Okay. So Ms. Olivas says on page 39</p> <p>12 that Exhibit 3 is Eldorado Hills' general ledger,</p> <p>13 so I'm going to go with that.</p> <p>14 So do you see where it says on the first</p> <p>15 page that we have a contribution from -- of an</p> <p>16 initial investment from Craig Dunlap for \$50,000.</p> <p>17 A Yes.</p> <p>18 Q Did you understand that to be a truthful</p> <p>19 representation?</p> <p>20 A I didn't know Craig Dunlap at the time,</p> <p>21 but I was later told that, yes.</p> <p>22 Q Okay. So you know Craig Dunlap invested</p> <p>23 money into Eldorado Hills, LLC; right?</p> <p>24 A Yes.</p> <p>25 Q When did you first become aware of that?</p>

<p style="text-align: right;">Page 210</p> <p>1 Q Yes.</p> <p>2 A I don't recall. I haven't talked to her</p> <p>3 in -- I'm going to guess close to ten years. But</p> <p>4 my conversations were not really with -- in regard</p> <p>5 to this deal with her. They had to do with a</p> <p>6 court case that she was involved in with her</p> <p>7 father, and I was trying to mediate.</p> <p>8 Q Have you been in communication with her</p> <p>9 about this deal since then?</p> <p>10 A No.</p> <p>11 Q Did you know that Mr. Huerta was loaning</p> <p>12 money to Eldorado Hills, LLC, and then being</p> <p>13 repaid for his loans?</p> <p>14 A No.</p> <p>15 Q Did you know that he was using various</p> <p>16 business entities, such as the Pecan Street Plaza,</p> <p>17 to provide loans to Eldorado Hills, which loans</p> <p>18 would then be repaid?</p> <p>19 A No.</p> <p>20 Q You just essentially -- that activity of</p> <p>21 Mr. Huerta controlling the finances of the</p> <p>22 business was left within his area of</p> <p>23 responsibility?</p> <p>24 A Yes.</p> <p>25 MR. SIMONS: I'm going to suspend the</p>	<p style="text-align: right;">Page 212</p> <p>1 surely.</p> <p>2 MR. SIMONS: Okay.</p> <p>3 MR. LIEBMAN: No questions for me.</p> <p>4 MR. LIONEL: I have no questions.</p> <p>5 (Whereupon, the deposition</p> <p>6 concluded at 2:07 p.m.)</p> <p>7 * * * * *</p>
<p style="text-align: right;">Page 211</p> <p>1 deposition at this time while we work out the</p> <p>2 review of the notes that we talked about.</p> <p>3 MR. LIONEL: Review of the notes?</p> <p>4 MR. SIMONS: Yes. Your witness reviewed</p> <p>5 notes that you -- I believe now are discoverable,</p> <p>6 so ...</p> <p>7 MR. LIONEL: Okay.</p> <p>8 MR. SIMONS: We don't have those notes</p> <p>9 now, so I'm --</p> <p>10 MR. LIONEL: Are you talking about the</p> <p>11 notes that I showed him?</p> <p>12 MR. SIMONS: Yes.</p> <p>13 MR. LIONEL: Okay. Well, I understand</p> <p>14 where you're going, but go ahead.</p> <p>15 MR. SIMONS: So I'm just going to</p> <p>16 suspend the deposition.</p> <p>17 MR. LIONEL: No, that doesn't give you</p> <p>18 the grounds to suspend it.</p> <p>19 MR. SIMONS: Sure, it does.</p> <p>20 MR. LIONEL: As far as I'm concerned,</p> <p>21 it's over with.</p> <p>22 MR. SIMONS: Actually, the rules provide</p> <p>23 that I'm entitled to suspend the deposition while</p> <p>24 we have a discovery dispute.</p> <p>25 MR. LIONEL: The sole purpose of that,</p>	<p style="text-align: right;">Page 213</p> <p>1 CERTIFICATE OF COURT REPORTER</p> <p>2</p> <p>3 STATE OF NEVADA)</p> <p>4) ss:</p> <p>5 COUNTY OF CLARK)</p> <p>6 I, Heidi K. Konsten, Certified Court Reporter</p> <p>7 licensed by the State of Nevada, do hereby certify</p> <p>8 that I reported the deposition of SIGMUND ROGICH,</p> <p>9 commencing on May 24, 2018, at 9:57 a.m.</p> <p>10 Prior to being deposed, the witness was duly</p> <p>11 sworn by me to testify to the truth. I thereafter</p> <p>12 transcribed my said stenographic notes via</p> <p>13 computer-aided transcription into written form,</p> <p>14 and that the transcript is a complete, true and</p> <p>15 accurate transcription and that a request was made</p> <p>16 for a review of the transcript.</p> <p>17 I further certify that I am not a relative,</p> <p>18 employee or independent contractor of counsel or</p> <p>19 any party involved in the proceeding, nor a person</p> <p>20 financially interested in the proceeding, nor do I</p> <p>21 have any other relationship that may reasonably</p> <p>22 cause my impartiality to be questioned.</p> <p>23 IN WITNESS WHEREOF, I have set my hand in my</p> <p>24 office in the County of Clark, State of Nevada,</p> <p>25 this May 6, 2018. </p> <p style="text-align: right;">Heidi K. Konsten, RPR, CCR No. 845</p>

<div style="text-align: right; font-weight: bold;">Page 214</div> <p>1 DECLARATION OF DEPONENT</p> <p>2 I, SIGMUND ROGICH, deponent herein, do</p> <p>3 hereby declare under penalty of perjury that I have</p> <p>4 read the within and foregoing transcription of my</p> <p>5 testimony taken on May 24, 2018, at Las Vegas,</p> <p>6 Nevada, and that the same is a true record of the</p> <p>7 testimony given by me at the time and place</p> <p>8 hereinabove set forth, with the following</p> <p>9 exceptions:</p> <p>10</p> <p>11 ERRATA SHEET</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 10%;">PAGE</th> <th style="text-align: left; width: 10%;">LINE</th> <th style="text-align: left; width: 40%;">SHOULD READ:</th> <th style="text-align: left; width: 40%;">REASON FOR CHANGE:</th> </tr> <tr><td>12</td><td></td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td><td></td></tr> </table>	PAGE	LINE	SHOULD READ:	REASON FOR CHANGE:	12				13				14				15				16				17				18				19				20				21				22				23				24				25																																												
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10 *Attorneys for Nanyah Vegas, LLC*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

27 NANYAH VEGAS, LLC, a Nevada limited liability
28 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
DEFENDANTS' MOTION IN
LIMINE RE: CARLOS HUERTA

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Reno, NV 89509
Phone: (775) 785-0088

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 Preclude Plaintiff and Carlos Huerta from Presenting at Trial Any Contrary Evidence As to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance (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. BASIS OF MOTION.

Nanyah's \$1.5 million investment into Eldorado Hills, LLC ("Eldorado") is a separate and distinct event unrelated to Eldorado's subsequent use of the funds Nanyah invested into Eldorado. Nanyah had no involvement in Eldorado's internal management or its ongoing financial obligations.

Nonetheless, in these proceedings, the Court has established the following undisputed facts and has determined as a matter of law:

1. That Nanyah invested \$1,500,000 into Eldorado. **Exhibit 1**, October 5, 2018, Order (the "Order"), ¶¶4, 5.a.ii and 5.b.i..
2. That Eldorado had an "obligation" to repay Nanyah its \$1,500,000 investment into Eldorado. Id., ¶¶4, 5.a.ii and 7.
3. That the Rogich Trust specifically agreed to assume Eldorado's "obligation to Nanyah" and to repay Nanyah for its \$1,500,000 investment into Eldorado. Id., ¶¶4, 5.a.ii, 5.b.i. and 7.¹

¹ 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.**" Id., ¶7 (emphasis added).

1 Davis v. Beling, 128 Nev. Adv. Op. 28, 278 P.3d 501, 515 (2012) (if “the contract is clear
2 and unambiguous . . . the contract will be enforced as written.”). Accordingly, the
3 existence of Nanyah’s \$1.5 million investment into Eldorado and Eldorado’s and the
4 Rogich Defendants’ joint and several obligations to repay Nanyah its \$1.5 million
5 investment is conclusively established in these proceedings.²
6

7 **II. ELDORADO USED THE MONEY RECEIVED FROM NANYAH TO REPAY AN**
8 **OUTSTANDING LOAN.**

9 The Rogich Defendants’ Motion appears to be a superficial attempt to preclude
10 testimony and evidence establishing that Rogich Defendants’ lacked funds to assist
11 Eldorado in repaying a \$3 million loan obligation. Because the Rogich Defendants
12 couldn’t fund their full share of the loan repayment obligation (\$1.5 million), Go Global,
13 Inc. (“Go Global”) an entity owned by Carlos Huerta (“Huerta”) loaned Eldorado
14 approximately \$1.46 million so that Eldorado had enough money to pay off the loan.
15
16
17
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22

23 ² Again, even though the Rogich Trust assumed Eldorado’s repayment obligation to
24 Nanyah, Eldorado remains fully liable for the debt. A surety is “jointly and severally liable
25 with the principal obligor”. Restatement (Third) of Suretyship & Guaranty § 15(a), (c),
26 and (d) (1996). “A ‘surety’ is typically jointly and severally liable with the principal obligor
27 on an obligation to which they are both bound.” 23 Williston on Contracts § 61:2 (4th ed.);
28 see also 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 . . .”).

1 **A. ELDORADO'S NEED TO BORROW MONEY FROM GO GLOBAL, INC.**
2 **TO PAY OFF PRIOR LOAN OWED BY ELDORADO TO ANTONIO**
3 **NEVADA, LLC.**

4 On September 21, 2007, the Rogich Trust contributed \$778,000 to Eldorado of
5 which only \$770,000 was used to fund the \$3 million owed to Antonio Nevada, LLC
6 ("Antonio Loan"). **Exhibit 2**, Eldorado's General Ledger, PLTF 551.³ On September 19,
7 2007, Huerta, through his entity Go Global, Inc., contributed \$2,230,000 to fund the
8 balance of the payoff of the Antonio Loan. Id., PLTF 550. Of the \$2,230,000 provided to
9 Eldorado, Go Global contributed its own \$770,000 contribution (to match the Rogich
10 Defendants' \$770,000 contribution) and Eldorado funded the remaining debt repayment
11 obligation of \$1.46 million for the balance of the monies obtained from Go Global as a
12 loan. Id., PLTF 568.

13 Accordingly, the Antonio Loan was repaid as follows: \$770,000 contributed by the
14 Rogich Trust; \$770,000 contributed by Go Global and the balance of \$1,460,000 was
15 funded by a loan made by Go Global to Eldorado. Huerta testified extensively about the
16 loan Go Global made to Eldorado (because the Rogich Defendants were out of money)
17 as follows:

18 **HUERTA:**

19 So at the time that the payment was due,
20 [to Antonio Nevada for \$3 million]
21 Mr. Rogich didn't have enough money to pay off Antonio.
22 I came up with three-quarters of the money owed to
23 Antonio, and Mr. Rogich came up with the other quarter.
24 I want to divide it into about 2.2 something million
25 dollars that Go Global contributed into Eldorado Hills,
26 LLC. Mr. Rogich contributed 770, \$780,000.

27
28 ³ See also **Exhibit 3**, Affidavit of Mark G. Simons ("Simons' Aff.") at ¶14.

1 So I never knew that Mr. Rogich was going to
2 run out of money. . . .
3 So when he didn't have enough money to
4 pay off Antonio, which I believe was in the fall of 2007
5 or late summer of 2007, I said, "Okay, Sig, I have the
6 money, or I can come up with a good portion of the
7 money. **I'm going to advance it to the company, but I'm
8 also working on bringing in investors.**" . . .
9 **So as I'm working on that, I tell Sig, "Okay,**
10 **I'll advance the money to Eldorado Hills, and when some**
11 **of this money comes in, Go Global or Carlos Huerta will**
12 **be repaid."** He agreed.

13 **Exhibit 4**, excerpt of Huerta Depo. excerpts dated April 30, 2014, p. 35:2-25 (emphasis
14 added).⁴ As Huerta further testified, "Go Global had advanced it [the \$1.46 million and]
15 Eldorado Hills owed it [to Nanyah]." Exh. 4, p. 37:12-13.

16 Huerta testified repeatedly in his deposition that Go Global had "loaned" the \$1.46
17 million to Eldorado, which obligation was a debt obligation of Eldorado. *Id.* 37:11-13
18 ("[Rogich] was aware that there was a shortfall [in the payment to Antonio]. Go Global
19 had advanced it [the shortfall amount of \$1.46 million]."); see also **Exhibit 5**,⁵ Nanyah
20 Vegas, LLC's 30(b)(6) witness Carlos Huerta's deposition excerpts dated April 3, 2014, p.
21 42:4-11 ("Q And that was money that had been advanced by Go Global? A Correct. Q
22 All of it? A Correct. Q Did you talk to Mr. Rogich before this money was effectively
23 repaid to Go Global? A Of course."). There is no dispute that Go Global loaned the
24 \$1.46 million to Eldorado because Eldorado needed a total of \$3 million to pay off

25
26
27 ⁴ See also Simons' Aff. at ¶5.

28 ⁵ See also Simons' Aff. at ¶6.

1 Antonio. Exh. 5, p. 64:6-7 ("Go Global advanced it [the \$1.46 million loan] to Eldorado
2 Hills, and Eldorado Hills owed that money to Go Global.").

3 **B. THE CONCEPT OF DESIGNATING THE GO GLOBAL LOAN**
4 **REPAYMENT APPEAR AS A "CONSULTING FEE" PAYMENT RATHER**
5 **THAN A LOAN PRINCIPAL REPAYMENT.**

6 Initially, when Eldorado repaid Go Global its loan, Huerta and Rogich discussed
7 the concept of labelling the repayment as a consulting fee to Go Global rather than a loan
8 principal payment.⁶ The parties thought that if Go Global could show income, *i.e.*, a
9 consulting fee, rather than the receipt of \$1.46 million as a return of loan principal, it could
10 possibly assist Go Global in finding replacement financing for the \$20 million loan which
11 was in default. Exh. 5, pp. 54:16-56:3. Shortly thereafter, however, Mr. Eliades elected
12 to invest in Eldorado and to refinance the \$20 million loan, so the consulting fee concept
13 was abandoned and Huerta then re-designated the payment to Go Global back to a loan
14 repayment. Exh. 2, PLTF 568.

15 **III. THE MOTION IS PROCEDURALLY AND FACTUALLY BASELESS.**

16 **A. THE CONCEPT OF EQUITABLE ESTOPPEL DOES NOT APPLY TO**
17 **TESTIMONY AND RELATED EVIDENCE AT TRIAL.**

18 A witness cannot be equitably estopped from testifying at trial. A percipient
19 witness is entitled to testify as to all facts within the percipient witnesses' knowledge and
20 perception. NRS 50.015 ("Every person is competent to be a witness except as
21 otherwise provided in this title."); NRS 50.025 ("A witness may not testify to a matter
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27 ⁶ Of note, Huerta only paid \$1.42 million towards repayment of the Go Global loan instead
28 of the full \$1.46 million. The loan repayment was not fully paid off at that time as
Eldorado needed to retain funds to pay ongoing operational expenses.

1 unless: (a) Evidence is introduced sufficient to support a finding that the witness has
2 personal knowledge of the matter”). In the present case, Huerta is a percipient
3 witness and, as such, is fully entitled to testify as to his personal knowledge.

4 **B. EQUITABLE ESTOPPEL DOES NOT APPLY TO WITNESSES.**

5 Similarly, equitable estoppel is a concept of law that works to prevent “a party”
6 from asserting “claims”. Go Global and Huerta are not “a party” to these proceedings.
7 Go Global and Huerta are not asserting any “claims” in these proceedings. Accordingly,
8 the doctrine of equitable estoppel has no application to testimony to be elicited from
9 Huerta as a witness. Cheger, Inc. v. Painters & Decorators Joint Comm., Inc., 98 Nev.
10 609, 614, 655 P.2d 996, 998 (1982) (equitable estoppel only applies to a “party”).

11 **C. ANY ISSUE THE ROGICH DEFENDANTS BELIEVE EXISTS WITH**
12 **HUERTA’S TESTIMONY CAN BE ADDRESSED DURING CROSS-**
13 **EXAMINATION.**

14 The competency of a witness’s testimony, even contradictions in such testimony, is
15 admissible and subject to cross-examination. To the extent Huerta’s testimony could be
16 interpreted to be contradictory, rather than explanatory, the Rogich Defendants can cross-
17 examine Huerta on this topic. Accordingly, Huerta’s testimony cannot be limited or
18 excluded. City of Elko v. Zillich, 100 Nev. 366, 371, 683 P.2d 5, 8-9 (1984) (competency
19 of a witness’s testimony “may be exposed on cross examination and affects the weight to
20 be given to the testimony, not its admissibility.”); *see also* Mcgarity v. FM Carriers, Inc.,
21 2012 WL 1028593, at *7 (S.D. Ga. 2012) (“Conflicting expert witness testimony is not
22 grounds to exclude—the identification of flawed data or facts relied upon by an expert is
23 precisely the role of cross-examination and does not render expert testimony
24 inadmissible.”).

1 **IV. CONCLUSION.**

2 The Rogich Defendants' Motion is disingenuous and attempts to deceive this Court
3 into believing that Eldorado did not use Nanyah's money to repay a debt owed by
4 Eldorado. Eldorado had to borrow money from Go Global because the Rogich
5 Defendants didn't have \$1.5 million to contribute to pay off Eldorado's Antonio Loan
6 obligation. Both the Rogich Trust and Go Global contributed \$770,000 for a total
7 contribution of \$1.54 million. The balance of \$1.46 million was obtained via a new loan
8 from Go Global. Subsequently, when Nanyah's investment was received by Eldorado, a
9 portion of that investment was used by Eldorado to repay the outstanding debt owed to
10 Go Global. The evidence is undisputed that Eldorado received and retained Nanyah's
11 \$1.5 million investment, used a majority of the investment to pay off a legal obligation
12 owed by Eldorado to Go Global and Eldorado remains fully liable to repay Nanyah its \$1.5
13 million investment along with the Rogich Trust as Eldorado's express surety.

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

16
17 DATED this 19th day of March, 2019.

18
19
20 SIMONS HALL JOHNSTON PC
21 6490 S. McCarran Blvd., Ste. F-46
22 Reno, NV 89509

23 By: 

24 MARK G. SIMONS
25 Attorneys for Nanyah Vegas, LLC
26
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **NANYAH VEGAS, LLC'S OPPOSITION TO ROGICH DEFENDANTS' MOTION IN**
LIMINE RE: CARLOS HUERTA on all parties to this action via the Odyssey E-Filing
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DATED this 20 day of March, 2019.


Employee of Simons Hall Johnston PC

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	10/5/18 Order	10
2	Eldorado's General Ledger	28
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5	Nanyah 4/3/14 Deposition Excerpts	10

EXHIBIT 1

EXHIBIT 1



ORDR (CIV)

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

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

Counter-motion for Summary Judgment (the "Counter-motion 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

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

The Relevant Agreements

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

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

- i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by [the Rogich Trust], may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). [The Rogich Trust] intends to negotiate such claims with [Go Global and Huerta's] assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by [the Rogich Trust] after consultation with [Go Global and Huerta] as desired by [Go Global and Huerta], with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in [Eldorado] retained by [the Rogich Trust]."
- ii. The October 30, 2008, Purchase Agreement states at Section 4 the following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's [The Rogich Trust's] obligation. . . ." The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDER

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

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

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

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

DATED this 1 day of Oct, 2018.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

SIMONS LAW

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By: [Signature]
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8984 Spanish Ridge Avenue
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*Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

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

EXHIBIT 2

EXHIBIT 2

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
Undeposited Funds/Holding							
Deposit	09/30/2008		Desert Lake Country Club	10% of Gross for June-08 Rent	Rental Income	5,020.00	5,020.00
Deposit	10/01/2008	1101	Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	F158 Checking	-5,020.00	0.00
Total Undeposited Funds/Holding							0.00
Pulaski Bank MMA							0.00
Transfer	05/04/2008			FDIC took over AT&B Financial on 5/5/08	AT&B Money Market	607,510.78	607,510.78
Transfer	05/10/2008			FDIC pass with hold to credit to loan later	AT&B Financial Loan	-508,003.60	99,507.18
Deposit	05/31/2008		Pulaski Bank	Deposit	Interest Income	840.50	100,351.08
Deposit	06/18/2008			FDIC insured \$ + interest from AT&B Dispute	F158 Checking	-100,351.08	0.00
Deposit	06/30/2008			Interest	Interest Income	112.73	112.73
Check	06/25/2008			Service Charge	Bank Service Charge	-15.00	97.73
Check	06/25/2008			Service Charge	Bank Service Charge	-15.00	82.73
Check	10/25/2008			Service Charge	Bank Service Charge	-15.00	67.73
Check	11/25/2008			Service Charge	Bank Service Charge	-15.00	52.73
Total Pulaski Bank MMA							52.73
AT&B Money Market							0.00
General Journal	05/04/2007			AT&B Financial Reference	Opening Bal	750,000.00	750,000.00
Deposit	05/01/2007			Interest	Interest Income	512.43	750,512.43
Deposit	06/01/2007			Interest	Interest Income	2,674.84	753,187.27
Deposit	07/01/2007			Interest	Interest Income	2,940.14	756,127.51
Deposit	08/01/2007			Interest	Interest Income	3,480.30	759,607.81
Deposit	09/01/2007			Interest	Interest Income	3,278.51	762,886.32
Deposit	10/01/2007			Interest	Interest Income	3,077.01	765,963.33
Deposit	11/01/2007			Interest	Interest Income	3,062.81	769,026.14
Deposit	12/01/2007			Interest	Interest Income	3,109.69	772,135.83
Check	01/05/2008		AT&B Financial	Jan-08 Interest Paym	Mortgage	-173,807.26	598,328.57
Deposit	01/01/2008			Interest	Interest Income	3,031.65	601,360.22
Deposit	02/01/2008			Interest	Interest Income	2,345.09	603,705.31
Deposit	03/01/2008			Interest	Interest Income	2,051.18	605,756.49
Deposit	04/01/2008			Interest	Interest Income	1,740.58	607,497.07
Transfer	05/05/2008			FDIC took over AT&B Financial on 5/5/08	Pulaski Bank MMA	-607,497.07	0.00
Total AT&B Money Market							0.00
F158 Checking							0.00
Deposit	08/10/2006		Go Global Inc	CC to open new F158 checking account	Capital	10,000.00	10,000.00
Bil Pmt Check	08/17/2006	1000	CGO Environmental LLC		Accounts Payable	-10,000.00	0.00
Bil Pmt Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing	Accounts Payable	-125.00	-1,075.00
Bil Pmt Check	08/17/2006	1002	Safar Hardware Group		Accounts Payable	-4,498.00	-5,673.00
Deposit	08/18/2006		Go Global Inc	CC to cover expenses	Capital	15,000.00	9,430.00
Deposit	08/20/2006		Jared Smith	Initial Investment	Contributions	50,000.00	59,430.00
Deposit	08/08/2006		Go Global Inc	CC to cover expenses	Contributions	30,000.00	89,430.00
Bil Pmt Check	08/08/2006	1004	Mercury LDO		Accounts Payable	-22.92	89,407.08
Bil Pmt Check	08/08/2006	1006	Ratz Consulting Inc		Accounts Payable	-29,875.00	59,532.08
Bil Pmt Check	08/08/2006	1005	WRQ Design Inc		Accounts Payable	-4,500.00	55,032.08
Bil Pmt Check	08/08/2006	1007	Baronville Group		Accounts Payable	-5,272.90	49,759.18
Deposit	08/11/2006		Craig Dunlap	Initial Investment	Contributions	60,000.00	109,759.18
Deposit	08/12/2006		C&D Properties LLC	Initial Investment	Capital	2,500,000.00	2,599,759.18
Deposit	08/12/2006		Robert Ray	Loan to 01/07 @ 10% per annum	Due from Robert Ray	800,000.00	3,399,759.18
Deposit	08/12/2006		The Rogich Family 2004 Newspaper TruCo for closing		Contributions	600,000.00	3,999,759.18

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/12/2008		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,699,745.59
Check	09/12/2008		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,699,735.59
Deposit	09/13/2008		Go Global Inc	Initial Investment	Contributions	20,000.00	3,719,735.59
Deposit	09/13/2008		Go Global Inc	Temp Loan via Pecan Street Plaza	Due to/from PBP	900,000.00	4,619,735.59
Deposit	09/13/2008		Go Global Inc	Advance from GO Global LLC for closing	Contributions	350,000.00	5,169,735.59
Deposit	09/14/2008		Pecan Street Plaza, LLC	Temp Loan	Due to/from PBP	40,000.00	5,209,735.59
Check	09/14/2008		Nevada Title	Closing Funds	Deposits for Closing	-30,000.00	5,179,735.59
Check	09/14/2008		Nevada Title	Closing Funds	Deposits for Closing	-5,150,000.00	29,735.59
Deposit	09/14/2008		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	25.00	29,760.59
Check	09/14/2008		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	29,735.59
Deposit	09/25/2008		Nevada Title	Buyer Refund	Equity Property	10,370.15	40,105.68
Bus Pmt. Check	02/28/2009	1009	Sage Investment Group		Accounts Payable	-4,820.00	35,285.68
Check	10/05/2008	1009	Secretary of State	Certificate of Good Standing	Business Licenses & Fees	-85.00	35,200.68
Deposit	10/24/2008		Go Global Inc	nom. LLC contribution for Antonio Nevada, LLC	Capital	500,000.00	633,200.68
Check	10/24/2008	1010	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	454,450.68
Check	11/6/2008	1011	Bureau of Land Management	Transfer of Right of Way Grant	Engineering Expense	-100.00	454,350.68
Check	11/15/2008	1012	Chris Engler	Policy # 2008 DL	Liability	-2,949.91	451,400.77
Bus Pmt. Check	11/05/2008	1013	Alliance Mortgage		Accounts Payable	-178,750.00	272,650.77
Bus Pmt. Check	12/05/2008	1014	Mintury LDO		Accounts Payable	-5.39	272,645.38
Bus Pmt. Check	12/05/2008	1015	Reynolds Enterprises, LLC		Accounts Payable	-218.00	272,427.38
Bus Pmt. Check	12/05/2008	1016	Sage Investment Group		Accounts Payable	-4,808.00	267,619.38
Deposit	12/01/2008		Go Global Inc	CC Cover Alliance Interest Payment	Contributions	20,000.00	287,619.38
Check	12/01/2008	1017	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Interest Expense	-178,750.00	108,869.38
Deposit	12/08/2008		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	Due to/from Realized Gains	100,000.00	208,869.38
Check	12/20/2008		Desert Lakes Country Club		Club Dues Inventory	-100,000.00	108,869.38
Check	01/03/2009	1018	Jared Smith	RE 12/27/08 Staff Expense Report	Due to/from Jared Smith	-233.63	8,635.75
Check	01/03/2009	1019	County Clerk	VOL: Potpourri Firm Name Filing	Business Licenses & Fees	0.00	8,635.75
Check	01/05/2009	1020	Wayne Geller	VOL: RE 12 of fine costs	Due to/from Desert Lakes Hsg	0.00	8,635.75
Check	01/10/2009	1021	Wayne Geller	RE 12 of fine costs	Due to/from Desert Lakes Hsg	197.39	8,833.14
Check	01/12/2009	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	Due to/from Desert Lakes Hsg	-2,500.00	6,333.14
Check	01/12/2009	1022	Edgelyne Investments, LLC	Temp Loan to cover opening of new account	Due to/from Jared Smith	-150.00	6,183.14
Deposit	01/15/2009		Go Global Inc	CC Payback RD loan	Contributions	50,000.00	6,683.14
Check	01/16/2009	1029	Realized Gains, LLC	Partial payback for 12/28/08 loan	Due to/from Realized Gains	50,000.00	6,683.14
Check	01/18/2009	1030	Jared Smith	RE 1/18/09 Staff Expense Report	Due to/from Jared Smith	-568.50	6,114.64
Check	01/18/2009	1027	Desert Lakes Holdings, LLC	Temp Loan	Due to/from Desert Lakes Hsg	-2,500.00	3,614.64
Check	01/18/2009	1026	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings	Due to/from Desert Lakes Hsg	-125.00	3,489.64
Check	01/24/2009	1028	Secretary of State	Desert Lakes Holdings Amendment to FOG	Due to/from Desert Lakes Hsg	-415.00	3,074.64
Check	01/25/2009	1030	Edgelyne Investments, LLC	Amort. Loan	Due to/from Desert Lakes Hsg	-6,656.30	3,578.91
Deposit	01/25/2009		Edgelyne Investments, LLC	Capital Contribution	Contributions	50,000.00	41,724.91
Check	01/26/2009	1031	Desert Lakes Holdings, LLC	Temp Loan	Due to/from Desert Lakes Hsg	-20,000.00	21,724.91
Check	01/26/2009	1032	Desert Lakes Holdings, LLC	Temp Loan	Due to/from Desert Lakes Hsg	-20,000.00	1,724.91
Deposit	01/31/2009		Go Global Inc	Capital Contribution to cover RD & PBP Loan Paym	Contributions	120,000.00	12,724.91
Check	01/31/2009	1033	Realized Gains, LLC	Payback 12/28/08 loan	Due to/from Realized Gains	-50,000.00	7,724.91
Check	01/31/2009	1034	Pecan Street Plaza, LLC	Payoff 3/14/08 loan & portion of 8/13/08 loan	Due to/from PBP	-45,000.00	6,724.91
Bus Pmt. Check	02/05/2009	1036	Mintury LDO		Accounts Payable	-5.39	6,719.52
Check	02/05/2009	1035	Able Look & Rank	True 15117 for Clio Keys	Due to/from Desert Lakes Hsg	-240.62	6,478.90
Deposit	02/05/2009		Chris Engler	Refunding Grant	Liability	13.71	6,492.61
Check	02/05/2009	1037	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	-172,257.39
Deposit	02/07/2009		The Rogon Family, 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	Contributions	178,750.00	6,492.61
Deposit	02/08/2009		The Rogon Family, 2004 Irrevocable Trust	CC to cover Alliance Interest Payments	Contributions	178,750.00	195,242.61
Check	03/05/2009	1038	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	6,492.61

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Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Mem	Memo	Split	Amount	Balance
Deposit	03/05/2007		Go Global Inc	CC Cover Appraisal Fee	5,000.00	17,457.55
Check	03/05/2007		Service Charge	Bank Service Charge	31.11	17,426.44
Check	03/15/2007	1039	AT&B Financial	Appraisal Fees	-7,600.00	9,826.44
B/I Pmt Check	03/19/2007	1040	Mercury LDO	Accounts Payable	-13.58	9,812.86
B/I Pmt Check	03/26/2007	1041	Mercury LDO	Accounts Payable	-29.27	9,783.59
Check	03/26/2007	1042	Pecan Street Plaza, LLC	Due (to) from PSP	-1,000.00	2,901.13
Deposit	03/30/2007		Deposit	Undeposited Funds	17,525.00	20,546.13
Deposit	03/30/2007		Debt Lakes Holdings, LLC	Personal Property	734.01	21,280.15
Deposit	04/05/2007		The Rogon Family 2004 Inevitable Tru	Contributions	80,275.00	110,055.15
Check	04/05/2007	1043	Alpaca Mortgage	Mortgage	-178,750.00	-68,694.85
Deposit	04/05/2007		Go Global Inc	Contributions	90,000.00	21,905.15
Check	04/05/2007		Service Charge	Bank Service Charge	-1.10	21,904.05
Check	04/11/2007	1044	Clark County Assessor	Personal Property	-1,616.50	20,287.55
Check	04/24/2007	1045	Go Global Inc	Due (to) from Go Global	-499.76	19,787.79
Check	04/24/2007	1046	LWWD	Water	-216.16	19,571.63
Check	04/24/2007	1047	Pro Flame Gas	Gas & Electric	-1,576.11	17,995.52
B/I Pmt Check	04/24/2007	1049	Kimley-Horn and Associates, Inc	Accounts Payable	-5,504.50	12,491.02
B/I Pmt Check	04/24/2007	1048	Mercury LDO	Accounts Payable	-105.97	12,385.05
Check	04/24/2007	1050	Hogarty Engineering	Shared engineering expense Nov 73-101-08	-2,529.80	9,855.25
Deposit	04/25/2007		Deposit	Undeposited Funds	10,500.00	20,355.25
Deposit	04/30/2007		Go Global Inc	Contributions	240,000.00	207,355.25
Check	04/30/2007	1051	Alpaca Mortgage	Mortgage	-178,500.00	31,855.25
B/I Pmt Check	04/30/2007	1053	OGI Environmental, LLC	Accounts Payable	-850.00	31,005.25
B/I Pmt Check	04/30/2007	1052	Ratz Consulting, Inc	Accounts Payable	-59,500.00	21,455.25
Check	05/14/2007	1054	Summer Reviews	RE Staff Expense Report 5/14/07	-49.76	21,405.49
Deposit	05/15/2007		Go Global Inc	Contributions	245,000.00	216,905.49
Check	05/15/2007	1055	Robert Ray	Payoff 5/12/06 loan	-283,561.60	23,343.89
Check	05/15/2007	1056	Alpaca Mortgage	Remainder of May interest Payment paid only \$175.500	-250.00	23,093.89
Deposit	05/15/2007		Go Global Inc	Contributions	10,000.00	33,093.89
Check	05/15/2007	1057	Pecan Street Plaza, LLC	Due (to) from PSP	-15,000.00	18,093.89
B/I Pmt Check	05/15/2007	1058	LWWD	Accounts Payable	-528.82	17,565.07
B/I Pmt Check	05/15/2007	1060	Nevada Power	Accounts Payable	-370.84	17,194.23
B/I Pmt Check	05/15/2007	1059	Pro Flame Gas	Accounts Payable	0.00	17,194.23
B/I Pmt Check	05/15/2007	1061	Nevada Power	Accounts Payable	-171.83	16,992.40
B/I Pmt Check	05/17/2007	1063	W Division of Environmental Protection	Accounts Payable	-300.00	16,692.40
Check	05/17/2007	1062	Clark County	Reconciliation submitted for non conforming zone change	-500.00	16,192.40
B/I Pmt Check	05/21/2007	1065	Desert Lake Shooting Club	Accounts Payable	-1,263.00	14,929.40
B/I Pmt Check	05/21/2007	1064	LL Bradford & Company, LLC	Accounts Payable	-1,060.00	13,869.40
Check	05/22/2007	1066	Pecan Street Plaza, LLC	Due (to) from PSP	-5,000.00	8,869.40
Deposit	05/23/2007		The Rogon Family 2004 Inevitable Tru	Contributions	178,750.00	106,619.40
B/I Pmt Check	05/24/2007	1067	Kimley-Horn and Associates, Inc	Accounts Payable	-2,512.88	104,106.52
Deposit	05/24/2007		Go Global Inc	Contributions	5,000.00	109,106.52
Check	05/24/2007	1068	Pecan Street Plaza, LLC	Due (to) from PSP	-5,000.00	104,106.52
General Journal	05/25/2007		AT&B Financial Reference	Closing Debits	2,816,745.15	3,004,216.03
B/I Pmt Check	05/17/2007	1077	LWWD	Accounts Payable	-8,534.74	2,995,681.29
B/I Pmt Check	06/12/2007	1078	Brown-Harlan Group	Accounts Payable	-7,025.00	2,988,656.29
Check	06/14/2007	1079	The Rogon Family 2004 Inevitable Tru	Contributions	-200,000.00	2,788,656.29
Check	06/14/2007	1080	Go Global Inc	Distributions	-200,000.00	2,588,656.29
Check	06/14/2007	1081	Pecan Street Plaza, LLC	Loan Payoff (Deposit accidentally to MFC)	845,000.00	2,043,656.29
Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoff	545,000.00	1,498,656.29
Deposit	06/14/2007		Mt Charleston View, LLC	Unallocated Expense	545,000.00	2,043,656.29

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bil Pmt Check	06/16/2007	871	Nevada Power		Accounts Payable	-1,392.29	2,043,626.00
Check	06/16/2007	1083	ANB Financial	Interest Pymt to Loan# 1500001170	Mortgage	-173,897.26	1,869,728.74
Deposit	06/22/2007		LVWWD	Refund of direct expense on Eldorado Cartridge Card Pymt	Water	269.84	1,870,010.58
Check	06/26/2007	1084	Go Global, Inc	Temp Loan	Due to/from Go Global	-270,000.00	1,597,010.58
Transfer	06/27/2007			Xfer to Money Market Account	NBB Money Market	-1,300,000.00	297,010.58
Check	06/27/2007	1085	Go Global, Inc	Temp Loan	Due to/from Go Global	-200,000.00	97,010.58
Deposit	06/27/2007		Nevada Water	Deposit	Unexpended Funds	22,800.00	119,810.58
Deposit	07/02/2007		Go Global, Inc	Payback overpayment of loan for 6/12/06 services more	Due to/from Go Global	278.00	119,785.58
Bil Pmt Check	07/10/2007	1086	Arizote Fire Equipment		Accounts Payable	-1,684.88	118,100.70
Check	07/10/2007	1087	Bryan Stead	Repairs & Painting on Warehouse	Repairs	-1,000.00	116,100.70
Bil Pmt Check	07/13/2007	1088	Bryd Consulting, LLC		Accounts Payable	-2,000.00	114,100.70
Bil Pmt Check	07/13/2007	1090	Kirby Horn and Associates Inc		Accounts Payable	-35,240.95	87,459.75
Bil Pmt Check	07/13/2007	1091	State Hanfan Group		Accounts Payable	-12,970.00	65,199.75
Bil Pmt Check	07/13/2007	877	LVWWD		Accounts Payable	-374.42	64,819.33
Check	07/13/2007	1088	Summer Reliomas	RE 7/13/07 Staff Expense Report	Due to/from Summer Reliomas	-41.00	64,777.33
Bil Pmt Check	07/16/2007	1091	Ried Consulting Inc		Accounts Payable	-55,500.00	29,277.33
Check	07/17/2007	0091	Eldorado Hills, LLC	Xfer to NBB Checking	NBB Money Market	300,000.00	329,277.33
Check	07/17/2007	1093	Jared Smith	RE Anem Rental & Recharge Due to Balance	Due to/from Jared Smith	-936.47	329,340.66
Check	07/17/2007	1094	ANB Financial	Interest Pymt to Loan# 1500001170	Mortgage	-169,287.87	160,053.19
Bil Pmt Check	07/17/2007	1095	Santa Agency, LLC		Accounts Payable	-68,000.00	92,053.19
Check	07/17/2007	1096	Go Global, Inc	Payback for FedEx charge on GO Amer	Due to/from Go Global	-17.55	92,035.64
Bil Pmt Check	07/18/2007	877	Nevada Power		Accounts Payable	-1,404.40	93,631.24
Bil Pmt Check	07/24/2007	1100	Craw County Treasurer	11/07-655008 Property Tax - Paid on 11/20/2007	Accounts Payable	-12,420.25	81,210.99
Bil Pmt Check	07/25/2007	1098	Kirby Horn and Associates Inc		Accounts Payable	-13,031.51	68,179.48
Bil Pmt Check	07/25/2007	1097	State Hanfan Group		Accounts Payable	-2,487.50	65,711.98
Check	07/25/2007	1099	Secretary of State	Annual Manager List Filing	Business Licenses & Fees	-125.00	65,586.98
Check	08/05/2007	1101	Bryan Stead	Painting of Warehouse	Repairs	-13,700.00	51,886.98
Check	08/05/2007	1102	Remington Financial Group, Inc	Deposit for Loan Origination Fee	Loan Fees	-17,500.00	34,386.98
Bil Pmt Check	08/11/2007	1104	Mercury LDO		Accounts Payable	-6.35	44,381.63
Bil Pmt Check	08/11/2007	1106	Nevada Power		Accounts Payable	-2,447.41	41,934.79
Bil Pmt Check	08/11/2007	1103	GO Environmental, LLC		Accounts Payable	-1,631.15	40,303.63
Bil Pmt Check	08/11/2007	1105	VRG Design Inc		Accounts Payable	-2,500.00	37,803.63
Check	08/14/2007	0093	Eldorado Hills, LLC	Xfer to NBB Checking	NBB Money Market	160,000.00	197,803.63
Check	08/14/2007	1107	ANB Financial	Interest Pymt to Loan# 1500001170	Mortgage	-173,897.26	23,911.37
Check	08/17/2007	1109	Secretary of State	ACG & initial Ltr for Eldorado II	Business Licenses & Fees	-200.00	23,711.37
Check	08/17/2007	1109	Nevada Department of Taxation	Nv Business License for Eldorado II, LLC	Business Licenses & Fees	-100.00	23,611.37
Check	08/17/2007	1110	Nevada Department of Taxation	Nv Business License for Eldorado Hills, LLC	Business Licenses & Fees	-100.00	23,511.37
Bil Pmt Check	08/20/2007	877	LVWWD		Accounts Payable	-833.91	22,677.46
Deposit	08/20/2007		Go Global, Inc	Interest Payment on \$400K loan	Go Global Loan @ 5.15%	2,947.87	25,619.13
Bil Pmt Check	08/25/2007	1115	Kerr Anderson		Accounts Payable	-5,350.00	20,269.13
Bil Pmt Check	08/25/2007	1112	Kirby Horn and Associates Inc		Accounts Payable	-8,293.64	13,985.49
Bil Pmt Check	08/25/2007	1113	Mercury LDO		Accounts Payable	-20.36	13,965.13
Bil Pmt Check	08/28/2007	1111	State Hanfan Group		Accounts Payable	-16,185.00	-2,219.87
Bil Pmt Check	08/28/2007	1114	Strega-Lor		Accounts Payable	-5,804.47	-7,824.34
Check	09/07/2007	0094	Eldorado Hills, LLC	Xfer to NBB Checking	NBB Money Market	167,000.00	169,175.66
Bil Pmt Check	09/17/2007	877	Nevada Power		Accounts Payable	-1,808.96	167,366.70
Bil Pmt Check	09/18/2007	877	LVWWD		Accounts Payable	-563.79	166,802.91
Check	09/19/2007	1116	ANB Financial	Interest Pymt to Loan# 1500001170	Mortgage	-173,897.26	12,605.65
Check	09/19/2007	1117	State of Nevada AR Payments	Business License Fee for 2008, Notice# 07000754377	Business Licenses & Fees	-150.00	12,455.65
Check	09/19/2007	1118	Jared Smith	RE Anem Rental for Warehouse Clean Up	Due to/from Jared Smith	-632.21	11,823.28
Deposit	09/19/2007		Go Global, Inc	GO to cover Antonio Nevada Payment	Contributions	2,230,000.00	2,241,873.28

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Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	05/01/2007		Arriola Nevada, LLC		Contributions	7,130,000.00	19,973.26
Check	05/01/2007		Nevada State Bank	Wire Fee	Bank Service Charge	.25 00	19,948.26
Deposit	05/01/2007		The Roy (n Family 2004 Irrevocable Trust) Cover Arriola Nevada Payment		Contributions	776,000.00	769,948.26
Check	05/01/2007		Arriola Nevada, LLC		Contributions	-776,000.00	19,948.26
Deposit	05/01/2007		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	.25 00	19,973.26
Check	05/01/2007		Nevada State Bank	Wire Fee	Bank Service Charge	.25 00	19,948.26
Check	05/01/2007		Nevada State Bank	Wire Fee	Bank Service Charge	.10 00	19,838.26
B/L Pmt-Check	05/04/2007	1120	Clark County Treasurer	6/1/07-6/30/06 Property Tax - Parcel# 155-11-002-001	Accounts Payable	-12,420.25	7,418.03
B/L Pmt-Check	05/04/2007	1119	Kimley-Horn and Associates Inc		Accounts Payable	-2,368.88	5,049.15
Check	10/05/2007	1121	Bent Consulting Inc	Consulting Fee Sept-07	Consulting	-3,333.00	1,695.15
B/L Pmt-Check	10/05/2007	1122	Owens Geoteknical Inc		Accounts Payable	-2,400.00	-704.85
B/L Pmt-Check	10/05/2007	1123	Sater-Hartman Group		Accounts Payable	-6,707.60	-5,409.95
B/L Pmt-Check	10/05/2007	1124	State of Nevada AR Payments		Accounts Payable	-100.00	-5,509.95
B/L Pmt-Check	10/05/2007	1125	VRD Design Inc		Accounts Payable	-1,350.00	-7,059.95
Check	10/05/2007	1101	Eldorado Hills, LLC	Inter to USB Checking	USB Money Market	200,000.00	159,140.05
B/L Pmt-Check	10/10/2007	1126	Merrill, LDO		Accounts Payable	-119.37	159,024.28
B/L Pmt-Check	10/11/2007	EFT	Nevada Power		Accounts Payable	-1,622.77	187,401.51
B/L Pmt-Check	10/16/2007	1129	Applied Analysis		Accounts Payable	-9,228.00	178,173.51
Check	10/19/2007	1127	AT&T Financial	Interest Pymt to Localtel 150000170	Mortgage	-158,287.67	9,885.84
Check	10/19/2007	1129	Jacob Fungold	VO D- RE- Contractual Rights to LV for Investor Presentation	Travel	.00 00	9,885.84
B/L Pmt-Check	10/21/2007	EFT	LUVVOD		Accounts Payable	-536.72	9,349.12
Deposit	10/24/2007			Deposit	Undeposited Funds	1,500.00	10,849.12
Check	10/24/2007	1130	D&D Pipelines, LLC	RE-Comments Rights LV for Tascara Investor Present	Travel	-5,471.20	5,377.92
B/L Pmt-Check	10/25/2007	1132	Boulder Diapasee Inc		Accounts Payable	-1,745.97	4,631.95
B/L Pmt-Check	10/25/2007	1133	Pro-Flare Gas		Accounts Payable	-64.65	4,567.30
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to USB Checking	USB Money Market	8,000.00	12,567.30
Check	10/25/2007	1131	Clark County	VCZ Submittal Fee	Engineering Expense	-6,150.00	7,417.30
B/L Pmt-Check	10/31/2007	1134	Kimley-Horn and Associates Inc		Accounts Payable	-400.25	6,997.05
B/L Pmt-Check	10/31/2007	1135	Bent Consulting Group		Accounts Payable	-23,502.60	-16,505.55
Check	10/31/2007	1136	Bent Consulting Inc	Consulting Fee Oct-07	Consulting	-3,333.00	-19,838.55
Check	10/31/2007	1138	Bryan Reed	Painting of Warehouse & Water Tower	Consulting	-3,333.00	-23,171.55
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	USB Money Market	20,000.00	-3,152.55
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	USB Money Market	5,000.00	1,847.74
Check	11/02/2007	1137	Sater-Hartman Group	Balance for VCZ Clark County Submittal Fee	Engineering Expense	-328.00	1,519.74
Check	11/08/2007	1139	Digi-Binger	Policy # 2007 GL	Liability	-2,933.10	-1,413.36
B/L Pmt-Check	11/09/2007	1140	Boulder Diapasee Inc		Accounts Payable	-499.58	-1,912.94
Check	11/09/2007		Eldorado Hills, LLC	Online Xfer to USB Checking	USB Money Market	5,000.00	-1,362.94
B/L Pmt-Check	11/14/2007	EFT	Nevada Power		Accounts Payable	-1,420.50	-2,783.44
Deposit	11/16/2007		Go Global Inc	Loan to Cover Non AVB Interest Pymt	Contributions	174,000.00	171,216.56
Check	11/16/2007	1141	AVB Finance	Interest Pymt to Localtel 150000170	Mortgage	-173,897.26	4,319.30
B/L Pmt-Check	11/16/2007	1142	Bent Consulting, LLC	Client Meetings Oct-4 & 10-16	Accounts Payable	-800.00	3,519.30
B/L Pmt-Check	11/19/2007	EFT	LUVVOD		Accounts Payable	-1,668.35	1,850.95
Deposit	11/21/2007		Bentwood Cunningham	Deposit	Undeposited Funds	800.00	2,650.95
Deposit	11/21/2007		Go Global Inc	CC Cover Expenses	Contributions	5,000.00	8,200.95
Check	11/20/2007	1143	Bent Consulting Inc	Consulting Fee Nov-07	Consulting	-3,333.00	4,867.95
Deposit	12/07/2007		Clayton Nevada, LLC	Investment into Eldorado Hills via Clayton Nevada LLC (Due Not from Clayton Nevada)	Contributions	1,450,000.00	1,501,867.95
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	USB Money Market	-1,450,000.00	51,867.95
B/L Pmt-Check	12/11/2007	1145	Applied Analysis		Accounts Payable	-5,695.00	46,172.95
B/L Pmt-Check	12/11/2007	1144	Boulder Diapasee Inc		Accounts Payable	-149.99	45,972.96
B/L Pmt-Check	12/10/2007	1145	Kimley-Horn and Associates Inc		Accounts Payable	-621.38	45,351.58
B/L Pmt-Check	12/10/2007	1147	Sater-Hartman Group		Accounts Payable	-1,562.50	43,789.08

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Mem	Name	Memo	Split	Amount	Balance
Check	12/10/2007	1149	Ritz Consulting Inc	RE Planning Committee Lunch Meeting	Due to/from Ritz Consulting	155.00	43,341.54
Check	12/10/2007	1149	Daniel DeArmas	RE 12/07 & 11/20/07 Staff Expense Report	Due to/from Dan DeArmas	125.88	43,041.58
Check	12/10/2007	1150	Mt Charleston View, LLC	Rent for 2007 (Error check was to HPGH)	Rent	-15,000.00	28,041.58
Deposit	12/10/2007		Mt Charleston View, LLC	Payback 12/10/07 deposit error for check# 1150	Rent	15,000.00	43,041.58
Check	12/10/2007	1151	HPGH, LLC	Rent for 2007	Rent	-15,000.00	28,041.58
Deposit	12/10/2007		Go Global, Inc	CC Cover AT&B Interest Payment	Contributions	115,000.00	143,041.58
Check	12/10/2007	1152	AT&B Financial	Interest Pymt to Loan# 150000110	Mortgage	-158,287.67	34,754.01
Bal Fmt Check	12/24/2007	ERT	LVVWD		Accounts Payable	469.39	34,284.62
Deposit	12/25/2007		Go Global, Inc	CC Cover Engineering Expenses	Contributions	25,000.00	59,284.62
Bal Fmt Check	12/25/2007	1153	Owens Geotechnical, Inc		Accounts Payable	42,910.00	16,374.62
Bal Fmt Check	12/25/2007	1154	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period 09/01	Accounts Payable	100.00	16,274.62
Check	12/25/2007	1155	Smith Consulting Inc	Consulting Fee Dec-07	Consulting	-3,333.00	12,941.62
Bal Fmt Check	01/07/2008	ERT	Nevada Power		Accounts Payable	-1,243.33	10,698.29
Deposit	01/09/2008			Deposit	Undeposited Funds	800.00	11,498.29
Bal Fmt Check	01/10/2008	1156	Clark County Treasurer	11/07-01/08 Property Tax - Parcel# 159-11-002-001	Accounts Payable	12,420.25	-641.76
Check	01/10/2008		Eldorado Hills, LLC	Online Mer to NBB Checking	NBB Money Market	3,142.57	2,498.81
Deposit	01/10/2008		Go Global, Inc	Loan to cover expenses	Contributions	20,000.00	22,498.81
Bal Fmt Check	01/11/2008		Maso International	Wire Transfer	Accounts Payable	-7,998.00	14,500.81
Bal Fmt Check	01/15/2008	1157	RUPOLCORP/REMIC		Accounts Payable	-1,300.00	13,200.81
Bal Fmt Check	01/17/2008	ERT	LVVWD		Accounts Payable	-462.09	12,738.72
Bal Fmt Check	01/25/2008	1158	Boulder Dispatch, Inc		Accounts Payable	-249.99	12,488.73
Bal Fmt Check	01/25/2008	1159	Kimley-Horn and Associates, Inc	Design NDOT Coordination	Accounts Payable	-253.50	12,235.23
Bal Fmt Check	01/25/2008	1160	Owens Geotechnical, Inc	Geotech Services for Market Quality Site	Accounts Payable	-6,127.60	6,107.63
Check	02/01/2008		Eldorado Hills, LLC	Online Mer to NBB Checking	NBB Money Market	5,000.00	9,072.23
Check	02/01/2008	1161	Daniel DeArmas	RE 11/00/08 Staff Expense Report	Due to/from Dan DeArmas	845.00	8,227.23
Check	02/01/2008	1162	Smith Consulting Inc	Consulting Fee Jan-08	Consulting	-3,333.00	4,894.23
Bal Fmt Check	02/15/2008	ERT	LVVWD		Accounts Payable	-1,015.99	3,878.24
Bal Fmt Check	02/15/2008	1163	DCI/ELW		Accounts Payable	-150.00	3,728.24
Check	02/21/2008	1164	AT&B Financial	Interest Pymt to Loan# 150000110	Mortgage	-173,837.04	-169,667.27
Check	02/21/2008			Service Charge	Bank Service Charge	-45.34	-169,712.41
Deposit	02/21/2008		Go Global, Inc	Loan to cover AT&B Interest Pymt	Contributions	160,000.00	10,287.59
Bal Fmt Check	02/23/2008	1165	Boulder Dispatch, Inc		Accounts Payable	-262.89	10,024.70
Bal Fmt Check	02/23/2008	1166	Clark County Treasurer	11/07-01/08 Property Tax - Parcel# 159-11-002-001	Accounts Payable	12,420.25	-2,395.15
Deposit	02/23/2008		Go Global, Inc	Loan to cover property tax	Contributions	10,000.00	7,604.85
Bal Fmt Check	02/25/2008	ERT	Nevada Power		Accounts Payable	-2,500.16	4,604.67
Check	02/25/2008	1167	Smith Consulting Inc	Consulting Fee Feb-08	Consulting	-3,333.00	1,271.67
Deposit	02/26/2008		Eldorado Hills, LLC	Online Mer	NBB Money Market	5,106.99	6,368.66
Bal Fmt Check	02/25/2008	1168	Kimley-Horn and Associates, Inc		Accounts Payable	-3,643.13	2,945.53
Bal Fmt Check	02/25/2008	1169	ODI Environmental, LLC		Accounts Payable	-850.00	1,695.53
Check	02/24/2008	1170	Daniel DeArmas	RE 12/05/08 Staff Expense Report	Due to/from Dan DeArmas	-154.00	1,441.53
Bal Fmt Check	03/03/2008	1172	Kent Anderson		Accounts Payable	-13,437.50	-11,425.97
Deposit	03/05/2008		Eldorado Hills, LLC	Online Mer	NBB Money Market	15,000.00	3,374.03
Bal Fmt Check	03/17/2008	ERT	LVVWD		Accounts Payable	-262.37	3,111.66
Check	03/15/2008		Nevada Power		Gas & Electric	-1,403.45	1,708.21
Deposit	03/24/2008		Benwood Outfarming	Deposit	Undeposited Funds	1,120.00	2,828.21
Deposit	03/24/2008		Nevada State		Undeposited Funds	16,000.00	17,828.21
Check	03/24/2008	1173	AT&B Financial	Interest Pymt to Loan# 150000110	Mortgage	-162,678.04	-144,849.87
Deposit	03/25/2008		Orion Lakes Holdings, LLC	March 2008 Rent	Rental Income	5,000.00	-139,849.87
Payment	03/25/2008	17924	Nevada Water		Accounts Receivable	16,000.00	-124,849.87
Deposit	03/26/2008		Go Global, Inc	Loan to cover interest payments	Contributions	168,000.00	43,150.13
Bal Fmt Check	03/31/2008	1175	Boulder Dispatch, Inc		Accounts Payable	-262.49	42,887.64

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/Pmt-Check	03/01/2008	1172	Boyd Consulting LLC	Meeting w/TS and B/M	Accounts Payable	-1,125.00	47,763.04
B/Pmt-Check	03/01/2008	1174	Kirkey Johnson and Associates Inc		Accounts Payable	-369.65	47,393.39
Check	03/01/2008	1177	Dan DeFina	RE - JONAS Staff Expense Report	Due to/from Dan DeFina	-213.01	47,180.38
B/Pmt-Check	03/01/2008	1179	AMT		Accounts Payable	-9,100.00	38,080.38
Deposit	03/01/2008		Desert Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00	33,080.38
Deposit	03/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	10,000.00	43,080.38
Check	03/01/2008	1177	Origi/Singer	App Additional Insured	Liability	-103.80	42,976.58
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	20,000.00	62,976.58
Check	04/01/2008	1179	Go Global, Inc	Payback for Continental Ticket charges on GO Amer	Due to/from Go Global	-4,720.00	58,256.58
Deposit	04/01/2008	1180	Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	10,000.00	78,256.58
B/Pmt-Check	04/01/2008	1180	Boulder Dispatch, Inc		Accounts Payable	-242.46	78,014.12
B/Pmt-Check	04/01/2008	1181	LL Brandy & Company, LLC		Accounts Payable	-1,650.00	76,364.12
B/Pmt-Check	04/01/2008	EP7	LVVWD		Accounts Payable	-328.44	76,035.68
B/Pmt-Check	04/01/2008	EP7	Nevada Power		Accounts Payable	-1,385.64	74,650.04
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	5,000.00	79,650.04
Check	04/22/2008	1182	ANB Financial	Interest Pymt to Loan# 1500000ATD	Mortgage	-173,897.26	-94,247.22
Deposit	04/29/2008		Homesite 2001, LLC	Term Loan	Due to/from Homesite 2001	100,000.00	6,152.78
Deposit	05/01/2008		Go Global, Inc	Loan to cover interest payments	Go Global Note Payable @ 22%	100,000.00	106,152.78
Check	05/02/2008	1183	Homesite 2001, LLC	Loan Payback	Due to/from Homesite 2001	100,000.00	6,152.78
Deposit	05/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	5,000.00	11,152.78
Deposit	05/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	5,000.00	16,152.78
Deposit	05/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	5,000.00	21,152.78
Deposit	05/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	5,000.00	26,152.78
B/Pmt-Check	05/09/2008		Mabo International		Accounts Payable	-1,699.93	24,452.85
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due to/from Desert Lakes Hdg	20,000.00	44,452.85
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Warehouse Rental	Rental Income	2,000.00	46,452.85
B/Pmt-Check	05/15/2008	EP7	Nevada Power		Accounts Payable	-1,299.99	45,152.86
B/Pmt-Check	05/19/2008	1184	Bowler Dispatch, Inc		Accounts Payable	-252.49	44,899.37
B/Pmt-Check	05/19/2008	1185	Bowler Dispatch Group		Accounts Payable	-550.00	44,349.37
B/Pmt-Check	05/23/2008	EP7	LVVWD		Accounts Payable	-180.94	44,168.43
Check	05/23/2008	1186	ANB Financial	Interest Pymt to Loan# 1500000ATD	Mortgage	-158,287.67	-114,119.24
Payment	05/27/2008	18174	Nevada Water		Accounts Receivable	15,000.00	-99,119.24
Deposit	05/28/2008		The Region Family 2004 Irrevocable Tru/CC for ANB Interest Pymt	Contributions	54,000.00	-45,119.24	
Deposit	05/29/2008		Go Global, Inc	GO for ANB Interest Pymt	Contributions	54,000.00	9,880.76
Deposit	05/29/2008		Go Global, Inc	Loan to cover ANB Interest Pymt	Go Global Note Payable @ 22%	25,000.00	34,880.76
Payment	05/30/2008	1038	Bentwood Gunkin/Hmg		Accounts Receivable	1,600.00	36,480.76
B/Pmt-Check	05/30/2008	EP7	Nevada Power		Accounts Payable	-1,259.67	35,221.09
B/Pmt-Check	05/30/2008	1187	Bowler Dispatch Group		Accounts Payable	-9,335.00	25,886.09
Deposit	06/02/2008		VTH Associates	Deposit	Rental Income	1,100.00	26,986.09
B/Pmt-Check	06/04/2008	EP7	LVVWD		Accounts Payable	-415.92	26,570.17
B/Pmt-Check	06/04/2008	1188	Bowler Dispatch, Inc		Accounts Payable	-292.49	26,277.68
B/Pmt-Check	06/04/2008	1189	IV Division of Environmental Protection Annual Fee for Tr/CCS-60006		Accounts Payable	-300.00	25,977.68
Check	06/10/2008		Pulaski Bank	FDIC Insured \$ - interest from ANB Closure	Pulaski Bank MMA	100,181.08	126,158.76
Check	06/10/2008		Clark County Assessor	Acct# 117027-99	Personal Property	-1,448.51	124,710.25
Deposit	06/07/2008		The Region Family 2004 Irrevocable Tru/CC to cover ANB Interest Payment	Contributions	34,000.00	158,710.25	
Deposit	06/07/2008		Go Global, Inc	GO for ANB Interest Payment	Contributions	34,000.00	192,710.25
Deposit	07/02/2008		Nevada Water	Deposit	Unexpended Funds	15,000.00	207,710.25
Check	07/02/2008	1191	FDIC Ask to cover for ANB Commercial Interest Payment on old ANB Loan	Mortgage	-168,000.00	20,710.25	
Deposit	07/09/2008		Desert Lakes Holdings, LLC	Deposit	Contributions	19,870.00	40,580.25
B/Pmt-Check	07/10/2008	EP7	LVVWD		Accounts Payable	-577.83	39,999.42
B/Pmt-Check	07/10/2008	EP7	Nevada Power		Accounts Payable	-1,328.80	38,670.62

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bk Pmt Check	07/01/2008	1162	AMT		Accounts Payable	-3,900.00	69,423.72
Bk Pmt Check	07/01/2008	1164	Boulder Dispatch Inc	Customer# 30-89-0	Accounts Payable	-263.46	69,160.26
Bk Pmt Check	07/01/2008	1163	FOSEA		Accounts Payable	-40.98	68,119.28
Check	07/01/2008	1166	Secretary of State	Annual List Filing for Eldorado Hills & Eldorado Hills	Business Licenses & Fees	-250.00	87,869.28
Bk Pmt Check	08/04/2008	1168	Clark County Treasurer	TX108-850009 Property Tax - Parcel# 183-11-002-001	Accounts Payable	-13,413.87	74,455.41
Check	08/04/2008		Eldorado Hills LLC	Online A/R	USB Money Market	-60,000.00	14,455.41
Bk Pmt Check	08/04/2008	1167	State of Nevada Business License Renewal		Accounts Payable	-100.00	14,355.41
Bk Pmt Check	08/11/2008	1166	Boulder Dispatch Inc	Customer# 30-89-0	Accounts Payable	-273.29	14,082.12
Bk Pmt Check	08/11/2008	1169	Ritz Consulting Inc		Accounts Payable	-2,019.00	12,063.12
Bk Pmt Check	08/11/2008	877	LVVWD		Accounts Payable	-823.83	11,239.29
Bk Pmt Check	08/16/2008	877	Nevada Power		Accounts Payable	-1,417.28	9,822.01
Bk Pmt Check	08/17/2008	1020	Boulder Dispatch Inc	Customer# 30-89-0	Accounts Payable	-273.29	9,548.72
Bk Pmt Check	08/17/2008	877	Nevada Power		Accounts Payable	-1,519.02	8,029.70
Bk Pmt Check	08/17/2008	1021	State of Nevada Business License Renewal	TX108-850009 Property Tax - Parcel# 183-11-002-001	Accounts Payable	-100.00	7,929.70
Deposit	08/17/2008		Bentwood Consulting Inc	Deposit	Unreconciled Funds	1,500.00	9,429.70
Bk Pmt Check	08/18/2008	1002	Ritz Consulting Inc		Accounts Payable	-800.00	8,629.70
Bk Pmt Check	08/18/2008	877	LVVWD		Accounts Payable	-858.91	7,770.79
Deposit	10/01/2008		Bentwood Consulting Inc	Deposit	Unreconciled Funds	2,880.00	10,650.79
Deposit	10/01/2008		Desert Lakes Holdings LLC	10% of Gross for June 2008 Rent	Unreconciled Funds Holding	5,000.00	15,650.79
Bk Pmt Check	10/01/2008	1003	Clark County Treasurer	TX108-850009 Property Tax - Parcel# 183-11-002-001	Accounts Payable	-13,413.87	2,236.92
Bk Pmt Check	10/01/2008	877	Desert Lakes Holdings LLC	Loan Pymt (includes 6% rent)	Due 10/1 from Desert Lakes Hldg	10,000.00	12,236.92
Bk Pmt Check	10/01/2008	877	Nevada Power		Accounts Payable	-1,241.36	11,000.00
Bk Pmt Check	10/01/2008	877	LVVWD		Accounts Payable	-288.40	10,711.64
Check	10/01/2008		Eldorado Hills LLC	Online A/R to USB Checking	USB Money Market	50,000.00	51,711.64
Check	10/01/2008	1004	Go Global Inc	Principal Payment to \$125K Loan	Go Global Note Payable @ 21%	-66,000.00	-14,288.36
Bk Pmt Check	10/01/2008	1006	Kent Anderson		Accounts Payable	-2,493.00	-16,781.36
Deposit	10/01/2008		Desert Lakes Holdings LLC	Loan Pymt	Due 10/1 from Desert Lakes Hldg	15,000.00	-1,781.36
Check	10/01/2008		Eldorado Hills LLC	Online A/R to USB Checking	USB Money Market	3,000.00	1,218.64
Check	10/01/2008	1006	Go Global Inc	Principal Payment to \$125K Loan	Go Global Note Payable @ 21%	-15,000.00	-13,781.36
Check	11/13/2008		LVVWD		Water	-200.48	-13,981.84
Deposit	11/14/2008		Bentwood Consulting Inc	October 08 Rent	Rental Income	800.00	-13,181.84
Check	11/20/2008	877	Nevada Power		Gas & Electric	-1,157.21	-14,339.05
Check	12/15/2008		Eldorado Hills LLC	Accr. Interest Check given to Melissa Orvas	Unreconciled Expense	-1,387.84	-15,726.89
Total USB Checking						0.00	0.00

Total USB Checking

USB Money Market

Transfer	06/01/2007			Transfer to Money Market Account	USB Checking	1,300,000.00	1,300,000.00
Deposit	06/01/2007			Interest Income	Interest Income	80.98	1,300,080.98
Check	07/11/2007	0091	Eldorado Hills LLC	Transfer to USB Checking	USB Checking	-300,000.00	1,000,080.98
Check	07/24/2007	0092	Go Global Inc	Loan to pay LOC	Go Global Loan @ 8.15%	-400,000.00	600,080.98
Deposit	07/27/2007			Interest Income	Interest Income	1,814.41	601,895.39
Check	08/14/2007	0093	Eldorado Hills LLC	Transfer to USB Checking	USB Checking	-150,000.00	451,895.39
Deposit	08/14/2007			Interest Income	Interest Income	1,950.39	453,845.78
Check	09/01/2007	0094	Eldorado Hills LLC	Transfer to USB Checking	USB Checking	-197,000.00	256,845.78
Deposit	09/28/2007			Interest Income	Interest Income	1,149.29	257,995.07
Check	10/05/2007	1001	Eldorado Hills LLC	Transfer to USB Checking	USB Checking	-200,000.00	57,995.07
Check	10/25/2007		Eldorado Hills LLC	Online A/R to USB Checking	USB Checking	-8,000.00	49,995.07
Deposit	10/31/2007			Interest Income	Interest Income	487.39	50,482.46
Deposit	11/01/2007		Eldorado Hills LLC	Online Transfer	USB Checking	-20,000.00	30,482.46
Deposit	11/02/2007		Eldorado Hills LLC	Online Transfer	USB Checking	-5,000.00	25,482.46
Check	11/05/2007		Eldorado Hills LLC	Online A/R to USB Checking	USB Checking	-4,000.00	21,482.46

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bank Check	11/01/2007	2076	Chen's Geotechnical, Inc.		Accounts Payable	-9,153.00	2,338.83
Check	11/02/2007			Service Charge	Bank Service Charge	-10.00	2,328.83
Deposit	11/02/2007			Interest	Interest Income	44.68	2,373.52
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NBB Checking	1,450,000.00	1,452,373.52
Check	12/14/2007	1142	Go Dabb, Inc.		Consulting	-1,420,000.00	32,373.52
Check	12/14/2007			Service Charge	Bank Service Charge	-10.00	32,363.52
Deposit	12/14/2007			Interest	Interest Income	779.35	33,142.87
Check	01/10/2008		Eldorado Hills, LLC	Online Xfer to NBB Checking	NBB Checking	-3,142.87	30,000.00
Deposit	01/31/2008			Interest	Interest Income	106.69	30,106.69
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NBB Checking	NBB Checking	-5,000.00	25,106.69
Deposit	02/05/2008		Eldorado Hills, LLC	Online Xfer	NBB Checking	-5,105.99	20,000.70
Deposit	02/05/2008			Interest	Interest Income	87.66	20,088.36
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	NBB Checking	-15,000.00	5,088.36
Deposit	03/31/2008			Interest	Interest Income	19.35	5,107.71
Deposit	04/30/2008			Interest	Interest Income	11.73	5,119.44
Deposit	05/01/2008			Interest	Interest Income	10.99	5,130.43
Deposit	05/01/2008			Interest	Interest Income	11.35	5,141.78
Deposit	07/31/2008			Interest	Interest Income	11.38	5,153.16
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NBB Checking	80,000.00	51,933.16
Deposit	08/05/2008			Interest	Interest Income	122.44	52,055.60
Deposit	08/05/2008			Interest	Interest Income	149.88	52,205.48
Check	10/11/2008	1301	Go Global, Inc.	Interest Payment on \$10,000 loan @ 22% through 10/11/08 to Global Note Payable @ 22%		-12,250.68	39,954.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NBB Checking	NBB Checking	50,000.00	89,954.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NBB Checking	NBB Checking	-3,000.00	86,954.81
Check	10/31/2008			Service Charge	Bank Service Charge	-10.00	86,944.81
Deposit	10/31/2008			Interest	Interest Income	115.50	87,060.31
Check	11/02/2008			Service Charge	Bank Service Charge	-10.00	87,050.31
Check	11/02/2008			Interest	Interest Income	-0.82	87,049.49
Check	12/10/2008		Eldorado Hills, LLC	Account Closed-Check given to Melissa Chiles	Uncategorized Expense	-250.13	0.00
Total NBB Money Market						0.00	0.00
							0.00
Petty Cash							0.00
Total Petty Cash						0.00	0.00
							0.00
Accounts Receivable							0.00
Invoice	03/01/2007	100	Nevada Water		SP/Lit.	17,625.00	17,625.00
Invoice	03/12/2007	101	Nevada Water		Rental Income	10,500.00	28,125.00
Payment	03/30/2007	16921	Nevada Water		Undeposited Funds	-17,625.00	10,500.00
Payment	04/05/2007	16114	Nevada Water		Undeposited Funds	-10,500.00	0.00
Invoice	05/01/2007	102	Nevada Water		Rental Income	15,000.00	15,000.00
Invoice	06/01/2007	103	Nevada Water		Rental Income	7,500.00	22,500.00
Payment	06/27/2007	16871	Nevada Water		Undeposited Funds	-22,500.00	0.00
Invoice	09/01/2007	104	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	10/01/2007	ren	Bentwood Gunsmithing		Rental Income	800.00	1,600.00
Payment	10/24/2007		Bentwood Gunsmithing		Undeposited Funds	-1,600.00	0.00
Payment	11/21/2007		Bentwood Gunsmithing		Undeposited Funds	800.00	800.00
Invoice	12/01/2007	105	Bentwood Gunsmithing		Rental Income	800.00	1,600.00
Invoice	12/01/2007	106	Bentwood Gunsmithing		Rental Income	800.00	2,400.00
Payment	12/01/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	1,600.00
Invoice	01/01/2008	111	Bentwood Gunsmithing		Rental Income	800.00	2,400.00
Invoice	02/01/2008	112	Bentwood Gunsmithing		Rental Income	800.00	3,200.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	02/15/2008	107	Nevada Water		Rental Income	15,000.00	15,000.00
Invoice	03/15/2008	113	Bentwood Gunsmithing		Rental Income	800.00	17,400.00
Invoice	03/15/2008	109	Nevada Water		Rental Income	15,000.00	32,400.00
Payment	03/24/2008		Bentwood Gunsmithing		Undeposited Funds	-1,120.00	31,280.00
Payment	03/24/2008	113025	Nevada Water		Undeposited Funds	-15,000.00	16,280.00
Payment	03/25/2008	11364	Nevada Water		NBB Checking	-15,000.00	1,280.00
Invoice	04/01/2008	114	Bentwood Gunsmithing		Rental Income	800.00	2,080.00
Invoice	04/15/2008	110	Nevada Water		Rental Income	15,000.00	17,080.00
Invoice	05/01/2008	117	Bentwood Gunsmithing		Rental Income	800.00	17,880.00
Invoice	05/15/2008	116	Nevada Water		Rental Income	15,000.00	32,880.00
Payment	05/07/2008	115704	Nevada Water		NBB Checking	-15,000.00	17,880.00
Payment	05/06/2008	1033	Bentwood Gunsmithing		NBB Checking	-1,900.00	16,290.00
Invoice	05/01/2008	115	Bentwood Gunsmithing		Rental Income	800.00	17,090.00
Payment	05/15/2008		Nevada Water		Undeposited Funds	-15,000.00	2,090.00
Invoice	07/01/2008	119	Bentwood Gunsmithing		Rental Income	800.00	2,890.00
Invoice	08/01/2008	120	Bentwood Gunsmithing		Rental Income	900.00	3,790.00
Payment	08/29/2008	12001	Bentwood Gunsmithing		Undeposited Funds	-1,500.00	2,290.00
Invoice	09/01/2008	121	Bentwood Gunsmithing		Rental Income	800.00	2,890.00
Payment	09/30/2008	1102	Bentwood Gunsmithing	DLBC Recor for Matt Bate Rent	Undeposited Funds	-2,890.00	0.00
Total Accounts Receivable						0.00	0.00
Deposits for Closing							0.00
General Journal	03/17/2008	5	he Rogon Family 2004 Inevitable Tru EMO for purchase from Pan Metal Corporation (Fast w/c		Capital	250,000.00	250,000.00
General Journal	03/17/2008	12	Nevada Title EMD		Capital	250,000.00	500,000.00
Check	04/14/2008		Nevada Title Closing Funds		NBB Checking	30,000.00	530,000.00
Check	05/14/2008		Nevada Title Closing Funds		NBB Checking	\$ 150,000.00	\$ 680,000.00
General Journal	08/14/2008	13	Pan Metal Property Closing		Boulder Property	500,000.00	5,180,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing		Boulder Property	30,000.00	5,180,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing		Boulder Property	\$ 150,000.00	0.00
Total Deposits for Closing						0.00	0.00
Due (to) from Other Party							0.00
Due (to) from Dan DeArmas							0.00
General Journal	10/17/2007		Office Depot	CG Jewel Cases	Office Supplies	-24.99	-24.99
General Journal	11/05/2007		Software King	Mossack Project	Office Supplies	-374.97	-399.96
Check	12/10/2007	1142	Daniel DeArmas	RE 12/6/07 & 11/28/07 Staff Expense Report	NBB Checking	399.99	0.00
General Journal	01/30/2008		NACIP	Buyers Guide Listing	Marketing Expense	-349.00	-349.00
Check	02/01/2008	1167	Daniel DeArmas	RE 1/30/08 Staff Expense Report	NBB Checking	349.00	0.00
General Journal	02/10/2008		Southwest Airlines		Travel	-154.00	-154.00
Check	02/28/2008	1170	Daniel DeArmas	RE 2/28/08 Staff Expense Report	NBB Checking	154.00	0.00
General Journal	03/01/2008		Office Depot	Supplies for Marketing presentation	Office Supplies	-213.01	-213.01
Check	03/01/2008	1177	Daniel DeArmas	RE 3/31/08 Staff Expense Report	NBB Checking	213.01	0.00
Total Due (to) from Dan DeArmas						0.00	0.00
Due (to) from Reitz Consulting							0.00
General Journal	11/27/2007		McGinnis & Schrock	Planning Commission Meeting	Meals & Entertainment	-55.00	-55.00
Check	12/10/2007	1148	Reitz Consulting Inc	RE Planning Commission Lunch Meeting	NBB Checking	55.00	0.00
Total Due (to) from Reitz Consulting						0.00	0.00
Due (to) from Jared Smith							0.00
General Journal	12/10/2008	16		Gas Mileage to Gun Club	Mileage Expense	-36.00	-36.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	12/29/2008	15	Low's	Pain	Receipts	-17.93	-17.93
General Journal	12/29/2008	17		Gas Mileage to Gun Club	Mileage Expense	-36.00	-53.93
General Journal	01/03/2007	18		Gas Mileage to Gun Club	Mileage Expense	-36.00	-89.93
General Journal	01/03/2007	19		Gas Mileage to Gun Club	Mileage Expense	-36.00	-125.93
Check	01/03/2007	1018	Jared Smith	RE: 12/27/08 Staff Expense Report	NBS Checking	233.93	12.00
General Journal	01/03/2007	23	Pancake House		Meals & Entertainment	-18.23	-62.17
General Journal	01/04/2007	20		Gas Mileage to Gun Club	Mileage Expense	-36.00	-98.17
General Journal	01/04/2007	24	The Home Depot		Tools & Misc. Equipment	-249.73	-327.90
General Journal	01/04/2007	25		Gas Mileage to Gun Club	Mileage Expense	-36.00	-363.90
General Journal	01/05/2007	21		Gas Mileage to Gun Club	Mileage Expense	-36.00	-399.90
General Journal	01/09/2007	27	USPS	Membership Mailings	Postage & Delivery	-26.84	-426.74
Check	01/10/2007	1023	Esquire Investments, LLC	Temp Loan to cover opening of new account	NBS Checking	100.00	-326.74
General Journal	01/15/2007	28	NBSA	NBSA Membership	Dues & Subscriptions	-100.00	-426.74
General Journal	01/15/2007	29	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-446.74
General Journal	01/15/2007	31		Gas for GMC	Gas	-12.40	-459.14
General Journal	01/17/2007	28		Gas Mileage to Gun Club	Mileage Expense	-36.80	-495.94
General Journal	01/17/2007	30	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-515.94
Check	01/18/2007	1020	Jared Smith	RE: 11/30/07 Staff Expense Report	NBS Checking	568.80	-347.14
General Journal	01/25/2007		Amen Rentals	Receipt for parking	Equipment Rentals	-1,036.47	-1,383.61
Check	01/17/2007	1093	Jared Smith	RE: Amen Rentals & Receipts Due to Balance	NBS Checking	556.47	-827.14
General Journal	03/15/2007		Amen Rentals	Sequester for Warehouse clean up	Equipment Rentals	-592.37	-1,419.51
Check	05/15/2007	1119	Jared Smith	RE: Amen Rentals for Warehouse Clean Up	NBS Checking	832.37	-587.14
Total Due (to) from Jared Smith							0.00
Due (to) from Robert Ray							0.00
Deposit	03/12/2008		Robert Ray	Loan to 01/07 @ 20% per annum	NBS Checking	-500,000.00	-500,000.00
Check	05/15/2007	1085	Robert Ray	Payoff 6/12/08 loan	NBS Checking	150,000.00	-350,000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	SPUT	250,000.00	-100,000.00
Total Due (to) from Robert Ray							0.00
Due (to) from Summer Relinas							0.00
General Journal	04/10/2007		Terrific Motors	Gas	Gas	-49.75	-49.75
Check	05/14/2007	1054	Summer Relinas	RE: Staff Expense Report 5/14/07	NBS Checking	49.75	0.00
General Journal	01/13/2007		USPS	Stamps	Postage & Delivery	-41.00	-41.00
Check	01/13/2007	1088	Summer Relinas	RE: 11/30/07 Staff Expense Report	NBS Checking	41.00	0.00
Total Due (to) from Summer Relinas							0.00
Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party - Other							0.00
Total Due (to) from Other Party							0.00
Due (to) from Related Party							0.00
Due (to) from Homestead 2001							0.00
Deposit	04/23/2008		Homestead 2001, LLC	Temp Loan	NBS Checking	-100,000.00	-100,000.00
Check	05/01/2008	1182	Homestead 2001, LLC	Loan Payback	NBS Checking	100,000.00	0.00
Total Due (to) from Homestead 2001							0.00
Due (to) from Desert Lakes Midg							0.00
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Gun Club Inventory	100,000.00	100,000.00
Check	01/09/2007	1020	Wayne Collier	W/O D. RE: 12 of fire costs	NBS Checking	0.00	100,000.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Mem	Memo	Split	Amount	Balance
Check	01/05/2007	1021	Desert Lakes Holdings, LLC	RE: 1/2 of the costs	NBB Checking	187.38	102,187.38
Check	01/10/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NBB Checking	2,500.00	102,687.38
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	NBB Checking	2,500.00	105,187.38
Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, LLC	NBB Checking	125.00	105,312.38
Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AGO	NBB Checking	178.00	105,490.38
Check	01/25/2007	1030	Food Annotation	Amend Order	NBB Checking	8,696.30	114,186.68
Check	01/30/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	NBB Checking	20,000.00	134,186.68
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	NBB Checking	20,000.00	154,186.68
Check	01/05/2007	1035	Apex Lock & Alarm	Inst 15117 for Oak Keys	NBB Checking	240.62	154,424.28
Deposit	03/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	10,000.00	164,424.28
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	20,000.00	184,424.28
Deposit	04/01/2008	1437	Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	10,000.00	194,424.28
Deposit	04/21/2008	1475	Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	202,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	210,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	218,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	226,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	234,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	242,424.28
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	8,000.00	250,424.28
General Journal	10/10/2008		Desert Lakes Holdings, LLC	Loan Pymt booked as rent	NBB Checking	10,000.00	260,424.28
General Journal	10/07/2008		Jared Smith	Apply Jareid's CC to DLSC Loan	Distributions	80,000.00	340,424.28
Deposit	10/07/2008		Desert Lakes Holdings, LLC	Accumulated Interest at 10% through 10/07/08	Loan Interest	23,233.47	363,657.75
Deposit	10/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NBB Checking	10,000.00	373,657.75
General Journal	10/07/2008		Desert Lakes Holdings, LLC	GG No Entry remainder of loan balance directly with DLSC's Credit Note Payable @ 22%		-32,657.75	341,000.00
Total Due (to) from Desert Lakes Hdg						0.00	341,000.00
Due (to) from CanaMex Nevada							0.00
Check	04/24/2007	1050	Integrity Engineering	Shared engineering expense (Ref 12-101-05)	NBB Checking	2,539.62	2,539.62
Deposit	12/01/2007		CanaMex Nevada, LLC	Investment into Eldorado Hills via CanaMex Nevada, LLC	NBB Checking	-1,500,000.00	-1,497,460.38
General Journal	01/01/2008	LLB-BB-07-8	Integrity Engineering	Reversal - CanaMex Engineering Expense booked through	Engineering Expense	2,539.62	-1,494,920.76
Total Due (to) from CanaMex Nevada						-1,497,460.38	-1,494,920.76
Due (to) from Go Global							0.00
General Journal	09-10/2008	11	Secretary of State	Initial Manager List, Penalty, & Expedite Fee charged on	Business Licenses & Fees	-215.00	-215.00
General Journal	10/15/2008	14	FeedEx	FeedEx charges on GG Amex	Postage & Delivery	-18.78	-233.78
Deposit	01/01/2007		Secretary of State	Reverse 9-10/08 transaction (also booked to Ashton Dev)	Business Licenses & Fees	215.00	-18.78
General Journal	01/05/2007	22	Secretary of State	Articles of Org Filing for Desert Lakes Holdings charged to	Business Licenses & Fees	-200.00	-218.78
Check	04/24/2007	1049	Go Global, Inc	Payoff previous loans	NBB Checking	465.78	246.00
General Journal	05/04/2007		FeedEx	FeedEx charges on GG Amex	Postage & Delivery	-17.66	228.34
Check	06/08/2007	1044	Go Global, Inc	Temp Loan	NBB Checking	270,000.00	270,288.34
Check	06/07/2007	1045	Go Global, Inc	Temp Loan	NBB Checking	200,000.00	470,288.34
Deposit	07/03/2007		Go Global, Inc	Payback overpayment of loan for 9-10/08 corrected trans	NBB Checking	-275.00	469,993.34
Check	07/17/2007	1056	Go Global, Inc	Payback for FeedEx charge on GG Amex	NBB Checking	17.58	487,500.00
Transfer	08/19/2007			Split \$2.23M Contribution between GG & Loan	Distributions	-470,000.00	10,000.00
General Journal	02/28/2008		Comments: Annals	Ticket for Carlos to Amsterdam charged on GG Amex	Travel	-1,120.00	8,880.00
Check	04/12/2008	1179	Go Global, Inc	Payback for Comments: Ticket charged on GG Amex	NBB Checking	1,120.00	9,000.00
Total Due (to) from Go Global						0.00	9,000.00
Due (to) from PSP							0.00
Deposit	05-10/2008		Go Global, Inc	Temp Loan via Pecos Street Plaza	NBB Checking	-600,000.00	-600,000.00
Deposit	06/14/2008		Pecos Street Plaza, LLC	Temp Loan	NBB Checking	-40,000.00	-640,000.00
Check	04/15/2007	1034	Pecos Street Plaza, LLC	Payoff 5-14/06 loan & portion of 5-13/06 loan	NBB Checking	68,000.00	-572,000.00

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	03/05/2007	1042	Pecan Street Plaza, LLC	Partial Loan Payment	NBB Checking	1,000.00	514,000.00
Check	05/15/2007	1057	Pecan Street Plaza, LLC	Partial Loan Payment	NBB Checking	15,000.00	559,000.00
Check	05/21/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	NBB Checking	9,000.00	454,000.00
Check	05/24/2007	1068	Pecan Street Plaza, LLC	Partial Loan Payment	NBB Checking	5,000.00	449,000.00
Check	06/14/2007	1080	Pecan Street Plaza, LLC	Loan Payoff	NBB Checking	549,000.00	0.00
Total Due (to) from PBP							0.00
Due (to) from Realized Gains							0.00
Deposit	12/08/2008		Realized Gains, LLC	Temp loan from Realized Gains, LLC	NBB Checking	-100,000.00	-100,000.00
Check	01/16/2007	1025	Realized Gains, LLC	Partial payback for 12/08/08 loan	NBB Checking	50,000.00	-50,000.00
Check	01/01/2007	1032	Realized Gains, LLC	Payback 12/08/08 loan	NBB Checking	50,000.00	0.00
Total Due (to) from Realized Gains							0.00
Due (to) from Related Party - Other							0.00
Total Due (to) from Related Party - Other							0.00
Total Due (to) from Related Party						-1,500,000.00	-1,500,000.00
Go Global Loan @ 8.25%							0.00
Check	07/05/2007	0092	Go Global, Inc.	Loan to pay LOC	NBB Money Market	400,000.00	400,000.00
Deposit	08/02/2007		Go Global, Inc.	Interest Payment on BACDA loan	NBB Checking	-2,847.67	397,152.33
Deposit	08/05/2007		Go Global, Inc.	Accrued interest @ 8.25%	Interest Income	2,847.67	400,000.00
Transfer	05/19/2007			Payoff Go Global Loan	Distributions	-400,000.00	0.00
Total Go Global Loan @ 8.25%							0.00
Gun Club Inventory							0.00
Check	10/29/2006		Desert Lakes Country Club		NBB Checking	100,000.00	100,000.00
General Journal	01/04/2007		Desert Lakes Holdings, LLC	Inventory sold to Desert Lakes Holdings	Due (to) from Desert Lakes Hldg	-100,000.00	0.00
Total Gun Club Inventory							0.00
Investments							0.00
Total Investments							0.00
Undeposited Funds							0.00
Payment	03/05/2007	16061	Nevada Water		Accounts Receivable	17,625.00	17,625.00
Deposit	03/05/2007	16061	Nevada Water	Deposit	NBB Checking	17,625.00	0.00
Payment	04/05/2007	16166	Nevada Water		Accounts Receivable	10,500.00	10,500.00
Deposit	04/05/2007	16166	Nevada Water	Deposit	NBB Checking	10,500.00	0.00
Payment	06/07/2007	16311	Nevada Water		Accounts Receivable	22,500.00	22,500.00
Deposit	06/07/2007	16311	Nevada Water	Deposit	NBB Checking	22,500.00	0.00
Payment	10/04/2007		Berthwood Gunsmithing		Accounts Receivable	1,600.00	1,600.00
Deposit	10/04/2007		Berthwood Gunsmithing	Deposit	NBB Checking	-1,600.00	0.00
Payment	11/01/2007		Berthwood Gunsmithing		Accounts Receivable	800.00	800.00
Deposit	11/01/2007		Berthwood Gunsmithing	Deposit	NBB Checking	-800.00	0.00
Payment	12/01/2007		Berthwood Gunsmithing		Accounts Receivable	800.00	800.00
Deposit	01/09/2008		Berthwood Gunsmithing	Deposit	NBB Checking	-800.00	0.00
Payment	03/04/2008		Berthwood Gunsmithing		Accounts Receivable	1,120.00	1,120.00
Deposit	03/04/2008		Berthwood Gunsmithing	Deposit	NBB Checking	-1,120.00	0.00
Payment	05/24/2008	17323	Nevada Water		Accounts Receivable	15,000.00	15,000.00
Deposit	05/24/2008	17323	Nevada Water	Deposit	NBB Checking	-15,000.00	0.00
Payment	06/18/2008		Nevada Water		Accounts Receivable	15,000.00	15,000.00

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	07/01/2008		Nevada Title	Deposit	NBB Checking	18,000.00	0.00
Payment	08/26/2008	1201	Bentwood Sunshining		Accounts Receivable	1,600.00	1,600.00
Deposit	09/17/2008	1201	Bentwood Sunshining	Deposit	NBB Checking	1,600.00	0.00
Payment	09/09/2008	1702	Bentwood Sunshining	DLSC Reason for Month Basis Rent	Accounts Receivable	2,880.00	2,880.00
Deposit	10/01/2008	1702	Bentwood Sunshining	Deposit	NBB Checking	2,880.00	0.00
Total Underbilled Funds							0.00
Utility Deposits							0.00
	B/E	08/05/2007	LWWCO		Accounts Payable	5,000.00	5,000.00
Total Utility Deposits							5,000.00
Real Property							0.00
Boulder Property							0.00
General Journal	08/14/2008	13		Pan Metal Property Closing	SP/LIT	22,000,000.00	22,000,000.00
General Journal	08/14/2008	13		Pan Metal Property Closing	Boulder Property	10,370.10	22,010,370.10
Deposit	08/05/2008		Nevada Title	Buyer Refund	NBB Checking	10,370.10	22,000,000.00
Total Boulder Property							22,000,000.00
Closing Costs Boulder Property							0.00
General Journal	12/01/2008	LLB-06-2		Reclass	Closing Costs	18,207.00	18,207.00
General Journal	12/01/2008	LLB-04-4		Reclass	Legal Fees	10,800.00	29,007.00
General Journal	12/01/2007	LLB-BB-07-2		Reclass	Closing Costs	647,259.00	676,266.00
General Journal	12/01/2007	LLB-BB-07-3		Reclass	Appraisal Fees	7,500.00	683,766.00
Total Closing Costs Boulder Property							690,466.00
Improvements-Capitalized Costs							0.00
General Journal	12/01/2008	LLB-06-5		Classsize 200 Carrying Charges	SP/LIT	103,590.48	103,590.48
General Journal	12/01/2007	LLB-BB-07-1		Costs are Expenses	Engineering Expense	3,924,307.22	4,032,891.68
General Journal	12/01/2007	LLB-BB-07-1		Do not capitalize expenses per Carlos and Sig	Mortgage	3,468,410.00	548,481.38
Total Improvements-Capitalized Costs							548,481.38
Real Property - Other							0.00
Total Real Property - Other							0.00
Total Real Property							23,228,977.38
Accounts Payable							0.00
B/E	06/02/2008	284	Reg Consulting Inc		Consulting	28,975.00	28,975.00
B/E	06/02/2008	232148	State/Hanlan Group		Engineering Expense	4,446.00	34,421.00
B/E	07/01/2008	E2006-175	OO: Environmental, LLC		Engineering Expense	10,960.00	45,381.00
B/E	07/04/2008	0030457	WHS Design Inc		Engineering Expense	4,500.00	49,881.00
B/E	07/01/2008	232176	State/Hanlan Group		Engineering Expense	5,212.80	55,093.80
B/E	08/17/2008	E081893000-6	Secretary of State	Annual Manager/Member Filing	Business Licenses & Fees	125.00	55,218.80
B/E Print Check	08/17/2008	1000	OO: Environmental, LLC		NBB Checking	10,950.00	44,268.80
B/E Print Check	08/17/2008	1001	Secretary of State	Annual Manager/Member Filing	NBB Checking	125.00	44,143.80
B/E Print Check	08/17/2008	1002	State/Hanlan Group		NBB Checking	4,416.00	39,727.80
B/E	08/04/2008	G242647	Mercury LDO		Printing & Reproduction	11.15	39,738.95
B/E	08/01/2008	232763	State/Hanlan Group		Engineering Expense	4,800.00	44,538.95
B/E	08/05/2008	G159709	Mercury LDO		Printing & Reproduction	11.17	44,550.12
B/E Print Check	08/05/2008	1004	Mercury LDO		NBB Checking	22.82	44,527.30
B/E Print Check	08/05/2008	1006	Reg Consulting Inc		NBB Checking	20,875.00	16,652.30

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/L Pmt. Check	08/05/2007	1005	VRD Design, Inc.		NBSB Checking	4,500.00	-12,072.50
B/L Pmt. Check	08/06/2006	1007	State Han Fan Group		NBSB Checking	6,272.50	-6,800.00
B/L Pmt. Check	08/08/2006	1008	State Han Fan Group		NBSB Checking	6,800.00	0.00
B/L	08/10/2006	233004	State Han Fan Group		Engineering Expense	4,907.50	-6,907.50
B/L	10/11/2007	233072	State Han Fan Group		Engineering Expense	697.50	-6,508.00
B/L	11/05/2006	C248890	Mercury LDO		Printing & Reproduction	6.39	-6,810.39
B/L	11/04/2006	488	Redneck Enterprises, LLC		Engineering Expense	618.00	-7,135.39
B/L Pmt. Check	11/03/2006	1013	Alarose Mortgage		NBSB Checking	-178,750.00	171,614.61
B/L	12/01/2006		Alarose Mortgage		Interest Expense	-178,750.00	-7,135.39
B/L Pmt. Check	12/05/2006	1014	Mercury LDO		NBSB Checking	6.39	-7,130.00
B/L Pmt. Check	12/05/2006	1016	Redneck Enterprises, LLC		NBSB Checking	418.00	-6,805.00
B/L Pmt. Check	12/05/2006	1018	State Han Fan Group		NBSB Checking	6,605.00	0.00
B/L	01/18/2007	G255273	Mercury LDO		Printing & Reproduction	4.38	6.39
B/L Pmt. Check	02/05/2007	1015	Mercury LDO		NBSB Checking	6.39	0.00
B/L	02/02/2007	C163148	Mercury LDO		Printing & Reproduction	-13.58	-13.58
B/L	03/13/2007	C255623	Mercury LDO		Printing & Reproduction	-23.27	-36.85
B/L Pmt. Check	03/19/2007	1040	Mercury LDO		NBSB Checking	13.58	-23.27
B/L	03/02/2007	14758397-2	Mercury LDO		Printing & Reproduction	-105.97	-129.24
B/L Pmt. Check	03/04/2007	1061	Mercury LDO		NBSB Checking	23.27	-105.97
B/L	03/01/2007	2355153	Kimley-Horn and Associates Inc.		Engineering Expense	6,954.50	-6,560.47
B/L	04/01/2007		LL Bradford & Company, LLC		Accounting	-1,950.00	-7,510.47
B/L	04/15/2007		ProPine Gas	VO D	Gas & Electric	0.00	-7,510.47
B/L	04/09/2007		Desert Lake Shooting Club		Meals & Entertainment	-283.00	-7,793.47
B/L	04/01/2007		Nevada Power		Gas & Electric	-370.64	-7,664.11
B/L Pmt. Check	04/04/2007	1049	Kimley-Horn and Associates Inc.		NBSB Checking	6,654.50	-2,109.61
B/L Pmt. Check	04/04/2007	1046	Mercury LDO		NBSB Checking	108.61	-2,003.64
B/L	04/02/2007	E1007-131	CO-Environments, LLC		Engineering Expense	590.00	-2,593.64
B/L	04/04/2007		LVVWD		Water	639.61	-9,080.28
B/L	04/02/2007	318	Ratz Consulting, Inc.		Consulting	49,500.00	-82,580.28
B/L Pmt. Check	04/03/2007	1063	CO-Environments, LLC		NBSB Checking	580.00	-82,000.28
B/L Pmt. Check	04/03/2007	1062	Ratz Consulting, Inc.		NBSB Checking	59,800.00	-4,510.28
B/L	04/05/2007	2342573	Kimley-Horn and Associates Inc.		Engineering Expense	-7,512.68	-6,102.94
B/L	04/05/2007	235870	State Han Fan Group		Engineering Expense	-7,020.00	-12,122.94
B/L	05/01/2007		Nevada Power		Gas & Electric	-171.63	-12,294.57
B/L	05/02/2007		NV Division of Environmental Protection		Engineering Expense	300.00	-12,594.57
B/L Pmt. Check	05/15/2007	1068	LVVWD		NBSB Checking	624.90	-12,069.65
B/L Pmt. Check	05/15/2007	1065	Nevada Power		NBSB Checking	310.54	-11,697.31
B/L Pmt. Check	05/15/2007	1066	ProPine Gas	VO D	NBSB Checking	0.00	-11,697.31
B/L Pmt. Check	05/15/2007	1069	Nevada Power		NBSB Checking	171.63	-11,825.68
B/L Pmt. Check	05/17/2007	1063	NV Division of Environmental Protection		NBSB Checking	300.00	-11,225.68
B/L Pmt. Check	05/21/2007	1065	Desert Lake Shooting Club		NBSB Checking	263.00	-11,940.68
B/L Pmt. Check	05/21/2007	1064	LL Bradford & Company, LLC		NBSB Checking	1,350.00	-9,562.68
B/L Pmt. Check	05/24/2007	1067	Kimley-Horn and Associates Inc.		NBSB Checking	2,612.68	-7,000.00
B/L	05/29/2007		LVVWD		-SPLT	-6,534.74	-13,554.74
B/L	05/21/2007		Nevada Power		Gas & Electric	-1,082.29	-14,637.03
B/L	05/19/2007	235916	State Han Fan Group		Engineering Expense	-3,970.00	-17,507.03
B/L	05/19/2007	2359237	Kimley-Horn and Associates Inc.		Engineering Expense	25,240.95	-42,947.98
B/L Pmt. Check	06/12/2007	1077	LVVWD		NBSB Checking	6,634.74	-36,313.24
B/L Pmt. Check	06/12/2007	1076	State Han Fan Group		NBSB Checking	7,020.00	-29,293.24
B/L Pmt. Check	06/18/2007	EPT	Nevada Power		NBSB Checking	7,082.26	-27,910.95
B/L	06/04/2007		LVVWD		Water	-371.42	-28,282.37

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B-I	06/01/2007		Nevada Power		Gas & Electric	1,454.40	12,686.77
B-I	06/02/2007	234071	Sater-Hartman Group		Engineering Expense	2,487.50	10,199.27
B-I	06/05/2007	3031621	Kirkey-Horn and Associates Inc		Engineering Expense	13,031.51	48,185.78
B-I	07/01/2007		Boyd Consulting LLC		Consulting	2,000.00	47,185.78
B-I	07/01/2007	342	Ratz Consulting Inc		Consulting	65,500.00	102,685.78
B-I	07/03/2007	27391	Alstate Fire Equipment		Repairs	1,684.88	104,370.66
B-I Pmt Check	07/10/2007	1065	Alstate Fire Equipment		NBB Checking	1,684.88	102,685.78
B-I Pmt Check	07/13/2007	1089	Boyd Consulting LLC		NBB Checking	3,000.00	100,185.78
B-I Pmt Check	07/19/2007	1090	Kirkey-Horn and Associates Inc		NBB Checking	20,243.85	119,444.83
B-I Pmt Check	07/19/2007	1091	Sater-Hartman Group		NBB Checking	2,970.00	121,174.63
B-I Pmt Check	07/19/2007	EP1	LVVWD		NBB Checking	371.42	121,403.41
B-I Pmt Check	07/19/2007	1092	Ratz Consulting Inc		NBB Checking	65,500.00	16,903.41
B-I	07/19/2007	2007-09	Serra Agency LLC		Marketing Expense	49,000.00	81,903.41
B-I Pmt Check	07/17/2007	1096	Serra Agency LLC		NBB Checking	65,000.00	16,903.41
B-I Pmt Check	07/18/2007	EP1	Nevada Power		NBB Checking	1,454.40	15,449.01
B-I	07/05/2007		Clark County Treasurer	11/07-05/008 Property Tax - Parcel# 169-11-002-001	Property	12,420.25	27,879.26
B-I	07/05/2007		Clark County Treasurer	11/07-05/008 Property Tax - Parcel# 169-11-002-001	Property	12,420.25	40,319.91
B-I	07/05/2007		Clark County Treasurer	11/07-05/008 Property Tax - Parcel# 169-11-002-001	Property	10,420.05	51,759.96
B-I Pmt Check	07/05/2007	1100	Clark County Treasurer	11/07-05/008 Property Tax - Parcel# 169-11-002-001	NBB Checking	12,420.25	62,769.96
B-I Pmt Check	07/05/2007	1098	Kirkey-Horn and Associates Inc		NBB Checking	13,031.51	75,728.06
B-I Pmt Check	07/05/2007	1097	Sater-Hartman Group		NBB Checking	2,487.50	77,260.55
B-I	07/05/2007		LVVWD		Water	833.51	78,094.45
B-I	07/01/2007	0004559	VRG Design Inc		Engineering Expense	2,500.00	80,594.45
B-I	07/01/2007		Nevada Power		Gas & Electric	2,441.81	83,036.27
B-I	07/01/2007	C284239	Mercury LDO		Printing & Reproduction	5.39	83,041.66
B-I	07/01/2007	E2207-198	GOI Environmental LLC		Engineering Expense	1,531.15	84,572.81
B-I	07/01/2007	3028716	Kirkey-Horn and Associates Inc		Engineering Expense	5,233.44	90,806.45
B-I	07/01/2007	234104	Sater-Hartman Group		Engineering Expense	10,160.00	101,141.45
B-I Pmt Check	08/11/2007	1104	Mercury LDO		NBB Checking	5.39	101,136.06
B-I Pmt Check	08/11/2007	1108	Nevada Power		NBB Checking	2,441.81	98,694.25
B-I Pmt Check	08/11/2007	1100	GOI Environmental LLC		NBB Checking	1,531.15	97,163.10
B-I Pmt Check	08/11/2007	1105	VRG Design Inc		NBB Checking	2,500.00	95,663.10
B-I	08/13/2007	3122291	Kirkey-Horn and Associates Inc		Engineering Expense	2,386.83	92,949.69
B-I	08/16/2007	C285348	Mercury LDO		Printing & Reproduction	20.36	92,970.04
B-I Pmt Check	08/02/2007	EP1	LVVWD		NBB Checking	923.81	92,156.43
B-I	08/01/2007		LVVWD		Water	659.76	92,700.21
B-I	08/05/2007	1568	Shipe-A-Lot		Engineering Expense	4,004.47	96,704.69
B-I	08/05/2007		Kent Anderson		Cleaning & Janitorial	5,250.00	101,954.69
B-I	08/05/2007		Nevada Power		Gas & Electric	1,828.08	103,782.65
B-I	08/01/2007	234042	Sater-Hartman Group		Engineering Expense	1,710.00	105,472.65
B-I	08/01/2007	234043	Sater-Hartman Group		Engineering Expense	997.50	106,470.15
B-I	08/01/2007	0038805	VRG Design Inc		Engineering Expense	1,350.00	107,820.15
B-I	08/01/2007		Boulder Disposal Inc		Waste Management	749.97	108,570.12
B-I Pmt Check	08/08/2007	1115	Kent Anderson		NBB Checking	5,250.00	103,320.12
B-I Pmt Check	08/05/2007	1112	Kirkey-Horn and Associates Inc		NBB Checking	9,293.64	112,613.68
B-I Pmt Check	08/05/2007	1113	Mercury LDO		NBB Checking	20.36	112,634.04
B-I Pmt Check	08/05/2007	1111	Sater-Hartman Group		NBB Checking	16,166.00	128,799.04
B-I Pmt Check	08/06/2007	1114	Shipe-A-Lot		NBB Checking	5,604.47	134,403.51
B-I	08/10/2007	0700001963454	State of Nevada AR Payments		Business Licenses & Fees	100.00	134,503.51
B-I Pmt Check	08/11/2007	EP1	Nevada Power		NBB Checking	1,528.98	133,074.53

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/L Pmt Check	09/18/2007	EFF	LVVWD		NBSB Checking	653.19	-57,554.20
B/L	09/20/2007	2007-13220	Owens Geotechnical, Inc.		Engineering Expense	-7,400.00	-64,954.20
B/L Pmt Check	09/24/2007	1110	Clark County Treasurer	11/07-8/2008 Property Tax - Parcel# 150-11-002-001	NBSB Checking	12,420.25	-40,534.05
B/L Pmt Check	09/24/2007	1115	Kimley-Horn and Associates Inc.		NBSB Checking	2,355.88	-38,147.77
B/L	09/25/2007		LVVWD		Water	406.12	-38,783.49
B/L	09/27/2007	2007-13275	Owens Geotechnical, Inc.		Engineering Expense	-8,150.00	-46,933.49
B/L	09/29/2007		Nevada Power		Gas & Electric	-1,622.77	-48,556.26
B/L	09/30/2007	GGP090007	Applied Analysis		Consulting	-8,215.00	-56,771.26
B/L	09/30/2007	234451	Sater-Hanftan Group		Engineering Expense	-1,481.50	-58,252.76
B/L	09/30/2007	234458	Sater-Hanftan Group		Engineering Expense	-12,142.50	-70,395.26
B/L	09/30/2007	234465	Sater-Hanftan Group		Engineering Expense	-840.00	-71,235.26
B/L	09/30/2007	234468	Sater-Hanftan Group		Engineering Expense	-7,132.50	-78,367.76
B/L	09/30/2007	3161084	Kimley-Horn and Associates Inc.		Engineering Expense	-600.28	-81,968.00
B/L Pmt Check	10/05/2007	1123	Owens Geotechnical, Inc.		NBSB Checking	2,400.00	-79,568.00
B/L Pmt Check	10/05/2007	1123	Sater-Hanftan Group		NBSB Checking	5,101.50	-74,466.50
B/L Pmt Check	10/05/2007	1124	State of Nevada AR Payments		NBSB Checking	100.00	-74,566.50
B/L Pmt Check	10/05/2007	1125	WRG Design Inc.		NBSB Checking	1,350.00	-75,916.50
B/L	10/05/2007	029747	Martony LDO		Printing & Reproduction	-116.37	-76,032.87
B/L Pmt Check	10/10/2007	1126	Martony LDO		NBSB Checking	116.37	-76,149.24
B/L	10/10/2007	021043	Pro-Flame Gas		Gas & Electric	-44.85	-76,194.09
B/L Pmt Check	10/17/2007	EFF	Nevada Power		NBSB Checking	1,622.77	-77,816.86
B/L Pmt Check	10/18/2007	1128	Applied Analysis		NBSB Checking	9,225.00	-87,041.86
B/L Pmt Check	10/22/2007	EFF	LVVWD		NBSB Checking	616.12	-87,657.98
B/L Pmt Check	10/25/2007	1132	Boulder Diagnostics Inc.		NBSB Checking	749.57	-88,407.55
B/L Pmt Check	10/25/2007	1133	Pro-Flame Gas		NBSB Checking	54.65	-88,462.20
B/L	10/25/2007		LVVWD		Water	-1,558.35	-89,999.95
B/L	10/25/2007		Nevada Power		Gas & Electric	-1,402.50	-91,402.45
B/L Pmt Check	10/31/2007	1134	Kimley-Horn and Associates Inc.		NBSB Checking	500.25	-91,902.70
B/L Pmt Check	10/31/2007	1135	Sater-Hanftan Group		NBSB Checking	23,002.50	-68,900.20
B/L	10/31/2007		Boulder Diagnostics Inc.		Waste Management	-499.58	-69,399.78
B/L	10/31/2007		Boyd Consulting, LLC	Client Meetings Oct 4 - 9-10-15	Consulting	-600.00	-70,000.00
B/L	10/31/2007	234670	Sater-Hanftan Group		Engineering Expense	-1,552.50	-71,552.50
B/L	10/31/2007	GGP103107	Applied Analysis		Consulting	-5,650.00	-77,202.50
B/L	10/31/2007	3204885	Kimley-Horn and Associates Inc.		Engineering Expense	-671.35	-77,873.85
B/L Pmt Check	11/09/2007	1140	Boulder Diagnostics Inc.		NBSB Checking	499.58	-78,373.43
B/L Pmt Check	11/12/2007	EFF	Nevada Power		NBSB Checking	1,402.50	-79,775.93
B/L Pmt Check	11/12/2007	1142	Boyd Consulting, LLC	Client Meetings Oct 4 - 9-10-15	NBSB Checking	500.00	-80,275.93
B/L Pmt Check	11/15/2007	EFF	LVVWD		NBSB Checking	1,558.35	-81,834.28
B/L Pmt Check	11/21/2007	0206	Owens Geotechnical, Inc.		NBSB Money Market	8,150.00	-73,684.28
B/L	11/27/2007		LVVWD		Water	-493.39	-74,177.67
B/L	11/30/2007		Boulder Diagnostics Inc.		Waste Management	-249.55	-74,427.22
B/L	11/30/2007	3243312	Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	Engineering Expense	-293.50	-74,720.72
B/L Pmt Check	12/10/2007	1146	Applied Analysis		NBSB Checking	5,650.00	-69,070.72
B/L Pmt Check	12/10/2007	1144	Boulder Diagnostics Inc.		NBSB Checking	249.55	-69,320.27
B/L Pmt Check	12/10/2007	1145	Kimley-Horn and Associates Inc.		NBSB Checking	671.35	-69,991.62
B/L Pmt Check	12/10/2007	1147	Sater-Hanftan Group		NBSB Checking	1,552.50	-71,544.12
B/L	12/10/2007	2207-4125	Owens Geotechnical, Inc.	Fault Exploration/Evaluation	Engineering Expense	-12,110.00	-83,654.12
B/L	12/15/2007		Nevada Power		Gas & Electric	-1,243.33	-84,897.45
B/L	12/17/2007	2007-4186	Owens Geotechnical, Inc.	Shoshone Road w/o US95	Engineering Expense	-24,500.00	-109,397.45
B/L	12/17/2007	07005550110	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Ending 12/31/07	Business License & Fees	-100.00	-109,497.45
B/L Pmt Check	12/24/2007	EFF	LVVWD		NBSB Checking	493.39	-109,990.84

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Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/L Pmt Check	12/25/2007	1153	Quinta Geosynthetic, Inc.		NBS Checking	43,510.00	-29,567.13
B/L Pmt Check	12/25/2007	1154	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period 2007	NBS Checking	100.00	-29,567.13
B/L	12/27/2007		Nevada Power		Water	482.09	-29,819.22
B/L	12/28/2007		Nevada Power		Gas & Electric	-1,415.00	-28,242.21
B/L	12/31/2007		Boulder Dispatch, Inc.		Waste Management	-249.99	-28,492.21
B/L Pmt Check	01/07/2008	EP1	Nevada Power		NBS Checking	1,243.33	-27,248.88
B/L	01/07/2008	2008-073	Quinta Geosynthetic, Inc.	Geotech Services for River Quay Site	Engineering Expense	-8,127.50	-35,376.38
B/L	01/09/2008	4000109001	Mabo International		Marketing Expense	-7,968.50	-43,344.88
B/L Pmt Check	01/10/2008	1156	Clark County Treasurer	NVOT-00008 Property Tax - Parcel# 159-11-002-001	NBS Checking	12,400.00	-55,744.88
B/L Pmt Check	01/11/2008		Mabo International	Wire Transfer	NBS Checking	7,968.50	-63,713.38
B/L	01/14/2008	103123.4	RUBICORGRAFFIC		Marketing Expense	-1,300.00	-65,013.38
B/L Pmt Check	01/15/2008	1157	RUBICORGRAFFIC		NBS Checking	1,300.00	-63,713.38
B/L Pmt Check	01/17/2008	EP1	NVWD		NBS Checking	402.06	-63,311.32
B/L Pmt Check	01/25/2008	1158	Boulder Dispatch, Inc.		NBS Checking	249.99	-63,561.31
B/L Pmt Check	01/25/2008	1159	Kimley-Horn and Associates, Inc.	Ongoing NDOT Coordination	NBS Checking	283.50	-63,844.81
B/L Pmt Check	01/26/2008	1160	Quinta Geosynthetic, Inc.	Geotech Services for River Quay Site	NBS Checking	8,127.50	-71,972.31
B/L	01/29/2008		NVWD		Water	-1,019.99	-72,992.30
B/L	01/30/2008		Nevada Power		Gas & Electric	-1,597.18	-74,589.48
B/L	01/31/2008		Boulder Dispatch, Inc.		Waste Management	-262.45	-74,851.93
B/L	01/31/2008	3323279	Kimley-Horn and Associates, Inc.		Engineering Expense	-3,315.38	-78,167.31
B/L	02/01/2008		Kent Anderson		Cleaning & Janitorial	-13,437.50	-91,604.81
B/L	02/11/2008	2008024854	DO:BLM		Rent	-150.00	-91,754.81
B/L Pmt Check	02/19/2008	EP1	NVWD		NBS Checking	1,019.99	-92,774.80
B/L Pmt Check	02/21/2008	1163	DO:BLM		NBS Checking	150.00	-92,924.80
B/L	02/21/2008	3053402	Kimley-Horn and Associates, Inc.		Engineering Expense	-287.78	-93,212.58
B/L Pmt Check	02/21/2008	1165	Boulder Dispatch, Inc.		NBS Checking	262.48	-93,475.06
B/L Pmt Check	02/23/2008	1166	Clark County Treasurer	NVOT-00008 Property Tax - Parcel# 159-11-002-001	NBS Checking	12,400.25	-105,875.31
B/L Pmt Check	02/26/2008	EP1	Nevada Power		NBS Checking	2,940.18	-108,815.49
B/L	02/27/2008		NVWD		Water	-262.31	-109,077.80
B/L	02/28/2008	82008-85	ODI Environmental, LLC		Engineering Expense	-850.00	-109,927.80
B/L Pmt Check	02/28/2008	1168	Kimley-Horn and Associates, Inc.		NBS Checking	3,583.13	-113,510.93
B/L Pmt Check	02/28/2008	1169	ODI Environmental, LLC		NBS Checking	850.00	-114,360.93
B/L	02/29/2008		Boys Consulting, LLC	Meeting w/FS and BLM	Consulting	-1,125.00	-115,485.93
B/L	02/29/2008	245036	Slater Hanfman Group		Engineering Expense	-550.00	-116,035.93
B/L	02/29/2008	250038	Slater Hanfman Group		Engineering Expense	-9,230.00	-125,265.93
B/L Pmt Check	03/05/2008	1172	Kent Anderson		NBS Checking	13,437.50	-138,703.43
B/L	03/05/2008		Boulder Dispatch, Inc.		Waste Management	-262.45	-138,965.88
B/L	03/14/2008	6465	AMT1		Engineering Expense	-6,100.00	-145,065.88
B/L Pmt Check	03/17/2008	EP1	NVWD		NBS Checking	262.31	-145,328.19
B/L	03/18/2008	3384574	Kimley-Horn and Associates, Inc.		Engineering Expense	-359.55	-145,687.74
B/L	03/26/2008		NVWD		Water	-229.84	-145,917.58
B/L	03/26/2008		Nevada Power		Gas & Electric	-1,389.84	-147,307.42
B/L Pmt Check	03/31/2008	1173	Boulder Dispatch, Inc.		NBS Checking	262.48	-147,569.90
B/L Pmt Check	03/31/2008	1174	Boys Consulting, LLC	Meeting w/FS and BLM	NBS Checking	1,125.00	-148,694.90
B/L Pmt Check	03/31/2008	1174	Kimley-Horn and Associates, Inc.		NBS Checking	369.85	-149,064.75
B/L Pmt Check	03/31/2008	1175	AMT1		NBS Checking	9,100.00	-158,164.75
B/L	04/01/2008		Boulder Dispatch, Inc.		Waste Management	-262.48	-158,427.23
B/L	04/08/2008	40000403901	Mabo International		Marketing Expense	-7,968.50	-166,395.73
B/L	04/11/2008		LL Bradford & Company, LLC		Accounting	-1,550.00	-167,945.73
B/L Pmt Check	04/14/2008	1180	Boulder Dispatch, Inc.		NBS Checking	262.48	-168,208.21
B/L Pmt Check	04/16/2008	1181	LL Bradford & Company, LLC		NBS Checking	1,550.00	-169,758.21

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bk	04/14/2008	5703	AMT:		Engineering Expense	-3,900.00	-23,421.55
Bk Pmt Check	04/15/2008	587	LUVVAD		1588 Checking	-226.44	-23,195.11
Bk Pmt Check	04/16/2008	587	Nevada Power		1588 Checking	-1,349.64	-22,155.50
Bk	04/28/2008		LUVVAD		Water	-180.64	-21,966.04
Bk	04/29/2008		Nevada Power		Gas & Electric	-1,299.99	-23,266.03
Bk	04/30/2008		Boulder Disposal Inc.		Waste Management	-262.49	-23,528.52
Bk	05/01/2008	2,478,40074	FeedEx		Postage & Delivery	-40.98	-23,569.50
Bk Pmt Check	05/02/2008		Mesa International		1588 Checking	-7,096.80	-16,573.00
Bk Pmt Check	05/15/2008	587	Nevada Power		1588 Checking	-1,299.99	-14,273.01
Bk Pmt Check	05/13/2008	1184	Boulder Disposal Inc.		1588 Checking	-262.49	-14,010.52
Bk Pmt Check	05/16/2008	1185	State Market Group		1588 Checking	-550.00	-13,460.52
Bk Pmt Check	05/20/2008	587	LUVVAD		1588 Checking	-180.64	-13,279.88
Bk	05/23/2008		LUVVAD		Water	-419.52	-13,699.40
Bk	05/30/2008		Nevada Power		Gas & Electric	-1,299.87	-14,999.27
Bk	05/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	-15,261.76
Bk	06/06/2008	GUS20140124	W/ Division of Environmental Protection Annual Fee for 7/1/08-6/30/09		Engineering Expense	-300.00	-15,561.76
Bk Pmt Check	06/09/2008	587	Nevada Power		1588 Checking	-1,299.87	-14,261.89
Bk Pmt Check	06/09/2008	1187	State Market Group		1588 Checking	-6,339.00	-4,922.89
Bk Pmt Check	06/10/2008	587	LUVVAD		1588 Checking	-419.52	-4,503.37
Bk Pmt Check	06/16/2008	1188	Boulder Disposal Inc.		1588 Checking	-262.49	-4,240.88
Bk Pmt Check	06/16/2008	1189	W/ Division of Environmental Protection Annual Fee for 7/1/08-6/30/09		1588 Checking	-300.00	-3,940.88
Bk	06/16/2008		Kent Anderson		Cleaning & Janitorial	-1,750.00	-5,690.88
Bk	06/26/2008		LUVVAD		Water	-577.53	-6,268.41
Bk	06/28/2008		Nevada Power		Gas & Electric	-1,128.80	-7,397.21
Bk	06/30/2008		Boulder Disposal Inc.	Customer# 30-69-0	Waste Management	-262.49	-7,659.70
Bk	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-21,073.57
Bk	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-34,487.44
Bk	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-47,901.31
Bk	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-61,315.18
Bk Pmt Check	07/17/2008	587	LUVVAD		1588 Checking	-577.53	-60,937.65
Bk Pmt Check	07/17/2008	587	Nevada Power		1588 Checking	-1,326.80	-59,610.85
Bk Pmt Check	07/21/2008	1192	AMT:		1588 Checking	-3,900.00	-55,710.85
Bk Pmt Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-69-0	1588 Checking	-262.49	-55,448.36
Bk Pmt Check	07/21/2008	1193	FeedEx		1588 Checking	-40.98	-55,489.34
Bk	07/28/2008		LUVVAD		Water	-423.83	-55,913.17
Bk	07/30/2008		Nevada Power		Gas & Electric	-1,417.26	-57,330.43
Bk	07/31/2008		Boulder Disposal Inc.	Customer# 30-69-0	Waste Management	-273.29	-57,603.72
Bk Pmt Check	08/04/2008	1195	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	1588 Checking	-13,413.87	-44,200.01
Bk	08/04/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-44,300.01
Bk Pmt Check	08/04/2008	1197	State of Nevada Business License Renewal		1588 Checking	-100.00	-44,400.01
Bk	08/06/2008	410	Reg Consulting Inc		Engineering Expense	-2,016.00	-46,416.01
Bk	08/08/2008		Kent Anderson		Cleaning & Janitorial	-687.00	-47,103.01
Bk Pmt Check	08/11/2008	1198	Boulder Disposal Inc.	Customer# 30-69-0	1588 Checking	-273.29	-46,634.12
Bk Pmt Check	08/12/2008	1199	Reg Consulting Inc		1588 Checking	-2,016.00	-48,650.12
Bk Pmt Check	08/13/2008	587	LUVVAD		1588 Checking	-523.83	-49,173.95
Bk Pmt Check	08/19/2008	587	Nevada Power		1588 Checking	-1,417.26	-50,591.21
Bk	08/25/2008		LUVVAD		Water	-409.91	-50,999.51
Bk	08/26/2008		Nevada Power		Gas & Electric	-1,519.02	-52,518.53
Bk	08/28/2008		Boulder Disposal Inc.	Customer# 30-69-0	Waste Management	-273.29	-52,791.82
Bk	09/17/2008		State of Nevada Business License Renewal License# 010-1008007158		Business Licenses & Fees	-100.00	-52,891.82
Bk Pmt Check	09/17/2008	1200	Boulder Disposal Inc.	Customer# 30-69-0	1588 Checking	-273.29	-53,165.11

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
B/L Pmt. Check	05/17/2008	EPF	Nevada Power		NBSB Checking	1,910.00	-43,565.52
B/L Pmt. Check	05/17/2008	1201	City of Nevada-Burnham, L. & M. Rife-Landscaping Co. 100602355		NBSB Checking	100.00	-43,465.52
B/L	05/18/2008	420	Rife Consulting Inc		Engineering Expense	-600.00	-44,065.52
B/L Pmt. Check	05/18/2008	1201	Rife Consulting Inc		NBSB Checking	800.00	-43,485.52
B/L Pmt. Check	05/19/2008	EPF	LVVWD		NBSB Checking	806.91	-42,678.61
B/L	05/23/2008		LVVWD		Water	-283.42	-42,962.03
B/L	05/27/2008		Nevada Power		Gas & Electric	-1,241.36	-44,203.39
B/L Pmt. Check	10/01/2008	1203	Clark County Treasurer	7/1/08-02/02/09 Property Tax - Parcel# 150-11-002-001	NBSB Checking	13,415.67	-57,619.06
B/L Pmt. Check	10/16/2008	EPF	Nevada Power		NBSB Checking	1,241.36	-58,860.42
B/L Pmt. Check	10/20/2008	EPF	LVVWD		NBSB Checking	-269.40	-59,129.82
B/L Pmt. Check	10/27/2008	1203	Kent Anderson		NBSB Checking	2,437.00	-56,692.82
Total Accounts Payable						-26,927.74	-56,692.74
Go Global Note Payable @ 22%							0.00
Deposit	05/02/2008		Go Global, Inc	Loan to cover interest payments	NBSB Checking	-100,000.00	-100,000.00
Deposit	05/05/2008		Go Global, Inc	Loan to cover AT&B Interest Pmt	NBSB Checking	-25,000.00	-125,000.00
Check	10/17/2008	1007	Go Global, Inc	Interest Payment on \$500K loan @ 22% through 10/17/08	NBSB Money Market	12,250.00	-112,750.00
General Journal	10/17/2008		Go Global, Inc	Accumulated interest through 10/17/08	Interest Expense	-12,250.00	-125,000.00
Check	10/07/2008	1204	Go Global, Inc	Principal Payment to \$125K Loan	NBSB Checking	\$5,000.00	-130,000.00
Check	10/07/2008	1205	Go Global, Inc	Principal Payment to \$125K Loan	NBSB Checking	15,000.00	-115,000.00
General Journal	10/07/2008		Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSDue not from Desert Lakes Indp		22,957.75	-92,042.25
General Journal	10/07/2008		Go Global, Inc	Accumulated interest through 10/07/08	Interest Expense	-763.42	-92,805.67
Total Go Global Note Payable @ 22%						-33,095.67	-92,805.67
Affiance Mortgage Note							0.00
General Journal	05/14/2008	12		Pay Water Property Closing	Boulder Property	-15,500,000.00	-15,500,000.00
General Journal	05/29/2007			AT&B Financial Refinance	Closing Costs	17,299,375.62	-15,517,375.62
General Journal	05/29/2007			Interest from 5/1/07-5/25/07 paid with AT&B Refinance	Mortgage	-148,465.25	-15,665,840.87
General Journal	05/29/2007			Deferred Points/Principal Balance paid with AT&B Refinance	Loan Fees	-442,500.00	-16,108,340.87
General Journal	05/29/2007			Interest on 412.5K from 5/14/06-5/25/07 paid with AT&B Refinance	Loan Interest	-8,256.32	-16,116,597.19
General Journal	05/29/2007			Interest on 412.5K from 5/14/06-5/25/07 paid with AT&B Ref	Loan Interest	-31,281.25	-16,147,878.44
General Journal	05/29/2007			Administrative & Demand Fee paid with AT&B Refinance	Closing Costs	-318.00	-16,148,196.44
Total Affiance Mortgage Note						0.00	0.00
AT&B Financial Loan							0.00
General Journal	05/29/2007			AT&B Financial Refinance	Closing Costs	-21,000,000.00	-21,000,000.00
Transfer	05/10/2008			FDIC loss with hold to credit to loan later	Payable Bank WVA	626,305.00	-20,373,695.00
Total AT&B Financial Loan						-20,497,695.00	-20,497,695.00
Payroll Liabilities							0.00
Total Payroll Liabilities						0.00	0.00
Capital Accounts							0.00
Antonio Nevada, LLC							0.00
Capital							0.00
Deposit	05/12/2008		D&D Properties, LLC	Initial Investment	NBSB Checking	-2,500,000.00	-2,500,000.00
Deposit	10/24/2008		Go Global, Inc	Kent, LLC contribution for Antonio Nevada, LLC	NBSB Checking	-800,000.00	-3,300,000.00
Total Capital						-3,300,000.00	-3,300,000.00
Contributions							0.00
Total Contributions						0.00	0.00

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Distributions								8.00
	Check	05/01/2007		Antonio Nevada, LLC		NBSB Checking	2,234,000.00	2,234,000.00
	Check	06/01/2007		Antonio Nevada, LLC		NBSB Checking	770,000.00	3,000,000.00
Total Distributions							3,000,000.00	3,000,000.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Antonio Nevada, LLC - Other								0.00
Total Antonio Nevada, LLC - Other								0.00
Total Antonio Nevada, LLC							0.00	0.00
Eddyline Investments, LLC								0.00
Capital								0.00
Total Capital								0.00
Contributions								0.00
	Deposit	01/26/2007		Eddyline Investments, LLC	Capital Contribution	NBSB Checking	50,000.00	50,000.00
Total Contributions							50,000.00	50,000.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Eddyline Investments, LLC - Other								0.00
Total Eddyline Investments, LLC - Other								0.00
Total Eddyline Investments, LLC							0.00	0.00
Go Global, Inc.								0.00
Capital								0.00
	General Journal	05/15/2006	1	Secretary of State	GO paid SOC-Prices of Org. fee to establish Eldorado Hills, LLC	Business Licenses & Fees	120.00	120.00
	General Journal	10/05/2006	2	Secretary of State	GO paid SOC-Mile List of Members Filing Fee	Business Licenses & Fees	175.00	295.00
	General Journal	03/17/2007	5	The Royce Family 2004-2006 TrueEMD for purchase from Park West Development (Paid with)		Deposits for Closing	150,000.00	445,000.00
	General Journal	04/16/2006	3	GO Environmental, LLC	Invt# E2006-75 paid by GO Anti-Chester 1096	Engineering Expense	1,930.00	446,930.00
	General Journal	05/05/2006	4	WFG Design, Inc.	ALTA Survey	Engineering Expense	14,000.00	460,930.00
	General Journal	06/01/2006	6	GO Environmental, LLC	Invt# E2006-110 paid by GO-NBSB Check# 1067 for Phase	Engineering Expense	9,850.00	470,780.00
	General Journal	06/23/2006	7	Shack Bingham	Invt# 100045 #54 for Eldorado Hills paid by GO-NBSB Chk	Legal Fees	1,050.00	471,830.00
	General Journal	06/28/2006	8	Loren Sawyer & Colina	Invt# 185965 paid by GO-NBSB Check# 1108	Legal Fees	6,262.50	478,092.50
	General Journal	06/28/2006	9	WFG Design, Inc.	Invt# 1001450 paid by GO-NBSB Check# 1108	Engineering Expense	7,320.00	485,412.50
	General Journal	06/28/2006	10	Shack Bingham	Invt# 100083 paid by GO-NBSB Check# 1107	Legal Fees	622.00	486,034.50
	Deposit	06/10/2006		Go Global, Inc.	GO to open new NBSB checking account	NBSB Checking	10,000.00	496,034.50
	Deposit	06/18/2006		Go Global, Inc.	GO to cover expenses	NBSB Checking	15,000.00	511,034.50
Total Capital							510,034.50	510,034.50
Contributions								0.00
	Deposit	06/01/2006		Jared Smith	Initial Investment	NBSB Checking	50,000.00	50,000.00

Accrual Basis

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	05/15/2006		Go Global Inc	CC to cover expenses	NBB Checking	-20 000.00	-20 000.00
Deposit	05/11/2006		Craig Durazo	Initial Investment	NBB Checking	50 000.00	-130 000.00
Deposit	05/13/2006		Eric Rapp	Initial Investment	NBB Checking	-20 000.00	-150 000.00
Deposit	05/12/2006		Go Global Inc	Advance from GO NBB LLC for closing	NBB Checking	-850 000.00	-1 000 000.00
Deposit	12/11/2006		Go Global Inc	CC Cover Advance Interest Payment	NBB Checking	20 000.00	-1 020 000.00
Deposit	05/16/2007		Go Global Inc	CC Payback RD loan	NBB Checking	50 000.00	-1 070 000.00
Deposit	01/01/2007		Go Global Inc	Capital Contribution to cover RD & PEP Loan Pymts	NBB Checking	-120 000.00	-1 190 000.00
Deposit	03/09/2007		Go Global Inc	CC Cover Rentback Fee	NBB Checking	-5 000.00	-1 195 000.00
Deposit	04/06/2007		Go Global Inc	CC to cover 1/2 of Alliance Interest Pymt	NBB Checking	-90 000.00	-1 285 000.00
Deposit	04/05/2007		Go Global Inc	CC To cover interest expense	NBB Checking	-240 000.00	-1 525 000.00
Deposit	05/15/2007		Go Global Inc	CC Cover Robert Ray Payback	NBB Checking	-285 000.00	-1 810 000.00
Deposit	05/15/2007		Go Global Inc	CC Cover PEP Payment	NBB Checking	-10 000.00	-1 820 000.00
Deposit	05/24/2007		Go Global Inc	CC Cover PEP Pymt	NBB Checking	-5 000.00	-1 825 000.00
Deposit	05/15/2007		Go Global Inc	CC to cover Antonio Nevada Payment	NBB Checking	-2 130 000.00	-4 055 000.00
Deposit	11/16/2007		Go Global Inc	Loan to cover Nov ANB Interest Pymt	NBB Checking	-174 000.00	-4 229 000.00
Deposit	11/02/2007		Go Global Inc	CC Cover Expenses	NBB Checking	-5 000.00	-4 234 000.00
Deposit	12/17/2007		Go Global Inc	CC Cover ANB Interest Payment	NBB Checking	-115 000.00	-4 409 000.00
Deposit	12/28/2007		Go Global Inc	CC Cover Engineering Expenses	NBB Checking	-25 000.00	-4 434 000.00
Deposit	01/10/2008		Go Global Inc	Loan to cover expenses	NBB Checking	-20 000.00	-4 454 000.00
Deposit	02/23/2008		Go Global Inc	Loan to cover ANB Interest Pymt	NBB Checking	-160 000.00	-4 614 000.00
Deposit	02/23/2008		Go Global Inc	Loan to cover property tax	NBB Checking	-10 000.00	-4 644 000.00
Deposit	03/20/2008		Go Global Inc	Loan to cover interest payments	NBB Checking	-168 000.00	-4 812 000.00
Deposit	05/19/2008		Go Global Inc	CC for ANB Interest Pymt	NBB Checking	54 000.00	-4 866 000.00
Deposit	06/07/2008		Go Global Inc	CC for ANB Interest Payment	NBB Checking	34 000.00	-4 900 000.00
Deposit	07/09/2008		Go Global Inc	Deposit	NBB Checking	73 870.00	-4 826 130.00
Total Contributions						4 973 870.00	-4 826 130.00
Distributions							0.00
General Journal	12/01/2006	LLB-06-3		Reclass	Interest Expense	543 459.94	543 459.94
Chek	06/14/2007	1080	Go Global Inc	Capital Distribution	NBB Checking	200 000.00	643 459.94
Transfer	05/15/2007			Split \$2.23M Contribution between CC & Loan	Due 100 from Go Global	470 000.00	1 113 459.94
Transfer	05/15/2007			Payoff Go Global Loan @ 8.25%	Go Global Loan @ 8.25%	400 000.00	1 113 459.94
General Journal	12/01/2007	LLB-07-02		Reclass per Carlos	Consulting	1 420 000.00	3 133 459.94
General Journal	12/17/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Due 100 from Desert Lakes Hsg	50 000.00	3 183 459.94
Total Distributions						3 183 459.94	3 183 459.94
Net Profit or (Loss)							0.00
Total Net Profit or (Loss)							0.00
Go Global, Inc. - Other							0.00
Total Go Global, Inc. - Other							0.00
Total Go Global, Inc.						-2 101 219.96	-2 101 219.96
Ray Family Trust							0.00
Capital							0.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due 100 from Robert Ray	-250 000.00	-250 000.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due 100 from Robert Ray	-33 561.60	-283 561.60
Total Capital						-283 561.60	-283 561.60
Contributions							0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Contributions								0.00
Distributions								0.00
Total Distributions								0.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
Ray Family Trust - Other								0.00
Total Ray Family Trust - Other								0.00
Total Ray Family Trust							-123,561.62	-123,561.62
The Rogich Family 2004 Ir Trust Capital								0.00
Total Capital	General Journal	03/17/2008	12	Nevada Tru	EMD	Deposit to Checking	-250,000.00	-250,000.00
							-250,000.00	-250,000.00
Contributions								0.00
Deposit		05/12/2006		The Rogich Family 2004 Irrevocable Tru	CC for check	NBB Checking	-600,000.00	-600,000.00
Deposit		02/07/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	NBB Checking	-178,750.00	-778,750.00
Deposit		03/05/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payments	NBB Checking	-178,750.00	-957,500.00
Deposit		04/06/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover 1/2 of Alliance Interest Paym	NBB Checking	-89,375.00	-1,046,875.00
Deposit		05/23/2007		The Rogich Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payment	NBB Checking	-178,750.00	-1,225,625.00
Deposit		06/14/2007		The Rogich Family 2004 Irrevocable Tru	CC Cover Antonio Nevada Payment	NBB Checking	-178,000.00	-1,403,625.00
Deposit		08/04/2008		The Rogich Family 2004 Irrevocable Tru	CC for RJB Interest Paym	NBB Checking	-54,000.00	-1,457,625.00
Deposit		08/07/2008		The Rogich Family 2004 Irrevocable Tru	CC to cover RJB Interest Payment	NBB Checking	-148,000.00	-1,605,625.00
Total Contributions							-2,194,525.00	-2,194,525.00
Distributions								0.00
Check		06/14/2007	1079	The Rogich Family 2004 Irrevocable Tru	Capital Distribution	NBB Checking	-200,000.00	-200,000.00
Total Distributions							-200,000.00	-200,000.00
Net Profit or (Loss)								0.00
Total Net Profit or (Loss)								0.00
The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust - Other								0.00
Total The Rogich Family 2004 Ir Trust							-2,141,625.00	-2,141,625.00
Capital Accounts - Other								0.00
Total Capital Accounts - Other								0.00
Total Capital Accounts							-4,576,416.16	-4,576,416.16
Opening Bal Equity								0.00
Total Opening Bal Equity								0.00
Retained Earnings	Closing Entry	12/31/2008					325.00	325.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	01/01/2006	LLB-00-1		Retross	Business Licenses & Fees	0.00	0.00
Closing Entry	12/31/2006					41,619.31	41,619.31
Closing Entry	12/31/2007					2,276,059.88	2,317,678.17
Closing Entry	12/31/2008					1,076,827.69	3,394,505.86
Closing Entry	12/31/2009						3,394,505.86
Closing Entry	12/31/2010						3,394,505.86
Closing Entry	12/31/2011						3,394,505.86
Closing Entry	12/31/2012						3,394,505.86
Closing Entry	12/31/2013						3,394,505.86
Total Retrospect Earnings						3,394,505.86	3,394,505.86
Commission Income							0.00
Total Commission Income							0.00
Consulting Fee Income							0.00
Total Consulting Fee Income							0.00
Gifts Received							0.00
Total Gifts Received							0.00
Miscellaneous Income							0.00
Total Miscellaneous Income							0.00
Rental Income							0.00
Total Rental Income							0.00
Rent							0.00
Total Rent							0.00
Appraisal Fees							0.00
Total Appraisal Fees							0.00
Automobile Expense							0.00
Gas							0.00
Total Gas							0.00
Automobile Expense - Other							0.00
Total Automobile Expense - Other							0.00
Total Automobile Expense							0.00
Bank Service Charge							0.00
Total Bank Service Charge							0.00
Business Licenses & Fees							0.00
Total Business Licenses & Fees							0.00
Charitable Donations							0.00
Total Charitable Donations							0.00
Closing Costs							0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Closing Costs							0.00
Dues & Subscriptions							0.00
Total Dues & Subscriptions							0.00
Engineering Expense							0.00
Total Engineering Expense							0.00
Equipment Rental							0.00
Total Equipment Rental							0.00
Gifts to Clients							0.00
Total Gifts to Clients							0.00
Insurance							0.00
Liability							0.00
Total Liability							0.00
Insurance - Other							0.00
Total Insurance - Other							0.00
Total Insurance							0.00
Interest Expense							0.00
Finance Charge							0.00
Total Finance Charge							0.00
Loan Interest							0.00
Total Loan Interest							0.00
Mortgage							0.00
Total Mortgage							0.00
Interest Expense - Other							0.00
Total Interest Expense - Other							0.00
Total Interest Expense							0.00
Loan Fees							0.00
Total Loan Fees							0.00
Maintenance							0.00
Cleaning & Janitorial							0.00
Total Cleaning & Janitorial							0.00
Repairs							0.00
Total Repairs							0.00
Maintenance - Other							0.00
Total Maintenance - Other							0.00

Eldorado Mills, LLC
General Ledger

Page 26 of 28

PLTF572

JA_005883

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Property							0.00
Total Property							0.00
Taxes - Other						0.00	0.00
Total Taxes - Other							0.00
Total Taxes							0.00
Tools & Misc. Equipment						0.00	0.00
Total Tools & Misc. Equipment							0.00
Travel & Entertainment						0.00	0.00
Lodging						0.00	0.00
Total Lodging							0.00
Meals & Entertainment						0.00	0.00
Total Meals & Entertainment							0.00
Travel						0.00	0.00
Total Travel							0.00
Travel & Entertainment - Other						0.00	0.00
Total Travel & Entertainment - Other							0.00
Total Travel & Entertainment							0.00
Uncategorized Expenses						0.00	0.00
Total Uncategorized Expenses							0.00
Utilities						0.00	0.00
Gas & Electric						0.00	0.00
Total Gas & Electric							0.00
Telephone & Fax						0.00	0.00
Total Telephone & Fax							0.00
Waste Management						0.00	0.00
Total Waste Management							0.00
Water						0.00	0.00
Total Water							0.00
Utilities - Other						0.00	0.00
Total Utilities - Other							0.00
Total Utilities							0.00
Interest Income						0.00	0.00
Total Interest Income							0.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
No acct							0.00
Total no acct							0.00
TOTAL						0.00	0.00

EXHIBIT 3

EXHIBIT 3

AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF
NANYAH VEGAS LLC'S OPPOSITION TO ROGICH DEFENDANTS' MOTION IN
LIMINE RE: CARLOS HUERTA

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

I, Mark Simons, being duly sworn, depose and state under penalty of perjury the following:

1. I am an attorney licensed in Nevada and am counsel representing Nanyah Vegas, LLC in this matter. I am a shareholder with the law firm of SIMONS HALL JOHNSTON PC.

2. I have personal knowledge of the facts set forth in this affidavit, and if I am called as a witness, I would and could testify competently as to each fact set forth herein.

3. I submit this affidavit in support of Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta ("Opposition"), to which this affidavit is attached as Exhibit 3.

4. Exhibit 2 to the Opposition is a true and correct copy of Eldorado's General Ledger, PLTF 547-574.

5. Exhibit 4 to the Opposition are true and correct copies of excerpts of Carlos Huerta's April 30, 2014, deposition transcript.

6. Exhibit 5 to the Opposition are true and correct copies of excerpts of Nanyah Vegas, LLC's 30(b)(6) witness Carlos Huerta's April 3, 2014, deposition transcript.

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///


///

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

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FURTHER AFFIANT SAYETH NAUGHT.

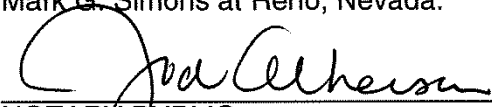
Dated this 19th day of March, 2019.



MARK G. SIMONS

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me
on this 19 day of March, 2019 by
Mark G. Simons at Reno, Nevada.



NOTARY PUBLIC

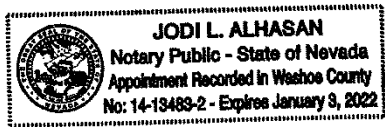


EXHIBIT 4

EXHIBIT 4

1	DISTRICT COURT	
2	CLARK COUNTY, NEVADA	
3	CARLOS A. HUERTA, an)
4	individual; CARLOS A.)
5	HUERTA as Trustee of THE)
6	ALEXANDER CHRISTOPHER)
7	TRUST, a Trust established)
8	in Nevada as assignee of)
9	interests of GO GLOBAL,)
10	INC., a Nevada corporation;)
11	NANYAH VEGAS, LLC, a Nevada)
12	limited liability company,)
13)
14	Plaintiffs,)
15)
16	vs.)
17)
18	SIG ROGICH aka SIGMUND)
19	ROGICH as Trustee of the)
20	Rogich Family Irrevocable)
21	Trust; ELDORADO HILLS, LLC,)
22	a Nevada limited liability)
23	company; DOES I-X; and/or)
24	ROE CORPORATIONS I-X,)
25	inclusive,)
)
	Defendants.)

	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)

	Reported by: Marilyn Speciale, CRR, RPR, CCR #749	

1

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6

DEPOSITION OF CARLOS A. HUERTA

7

Taken on Wednesday, April 30, 2014

8

At 9:33 a.m.

9

At 300 South Fourth Street

10

Suite 1700

11

Las Vegas, Nevada

12

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20

21

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23

24

Reported by: Marilyn Speciale, CRR, RPR, CCR #749

25

Job No. 9511

1 APPEARANCES:

2

3 For the Plaintiffs:

4 BRANDON B. McDONALD, ESQ.
5 McDonald Law Offices, PLLC
6 2850 West Horizon Ridge Parkway
Suite 200
Henderson, Nevada 89052
(702) 385-7411

7

8

For the Defendants:

9

10 SAMUEL S. LIONEL, ESQ.
STEVEN ANDERSON, ESQ.
Lionel Sawyer & Collins
11 300 South Fourth Street
Suite 1700
12 Las Vegas, Nevada 89101
(702) 383-8888

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

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

4
5 I, Marilyn L. Speciale, a duly certified court
reporter licensed in and for the State of Nevada, do
hereby certify:

6
7 That I reported the taking of the deposition
of the witness, CARLOS A. HUERTA, at the time and place
aforesaid;

8
9 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;

10
11 That I thereafter transcribed my shorthand
notes into typewriting and that the typewritten
transcript of said deposition is a complete, true and
12 accurate record of testimony provided by the witness at
said time to the best of my ability.

13
14 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
15 independent contractor of the parties involved in said
action; nor a person financially interested in the
16 action; nor do I have any other relationship with any of
the parties or with counsel of any of the parties
17 involved in the action that may reasonably cause my
impartiality to be questioned; and (2) that transcript
18 review pursuant to NRCP 30(e) was requested.

19
20 IN WITNESS WHEREOF, I have hereunto set my
hand in the County of Clark, State of Nevada, this 10th
day of May, 2014.

21
22
23 MARILYN L. SPECIALE, CRR,RPR,CCR#749
24
25

EXHIBIT 5

EXHIBIT 5

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

1

2 ELDORADO HILLS, LLC, a)
3 Nevada limited liability)
4 company,)

5 Defendant/Counterclaimants,)

6 vs.)

7 CARLOS A. HUERTA, an)
8 individual, CARLOS A.)
9 HUERTA as Trustee of THE)
10 ALEXANDER CHRISTOPHER)
11 TRUST, a Trust established)
12 in Nevada as assignee of)
interests of GO GLOBAL,)
INC., a Nevada corporation,)

13 Plaintiffs/)
14 Counterdefendants.)
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1 APPEARANCES:

2 For Plaintiffs/Counterdefendants:

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

6 For Defendants/Counterclaimants:

7 LIONEL SAWYER & COLLINS
8 BY: SAMUEL S. LIONEL, ESQ.
BY: STEVEN C. ANDERSON, ESQ.
300 South Fourth Street
Suite 1700
9 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
5	Examination By Mr. McDonald	66
6	INDEX TO EXHIBITS	
7	EXHIBIT	PAGE
8	A	Notice of Taking Deposition of
9		Nanyah Vegas, LLC's Person(s)
10		Most Knowledgeable
11		
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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 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 money benefited the company. The company benefited
2 from his money. And it was just trusted that the right
3 thing would be done with his capital.

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

11 BY MR. LIONEL:

12 Q Have I got the right lawsuit?

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

16 Q Thank you.

17 A Yes. You're welcome.

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

20 A Sure, yes. Involved, yes.

21 Q You were the tax matter partner?

22 A I think so.

23 Q In 2007?

24 A Yes.

25 Q 2008?

1 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
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24
25