

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

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5 NANYAH VEGAS, LLC, A Nevada limited

6 liability company,

7 Appellant,

8 v.

9 SIG ROGICH aka SIGMUND ROGICH as

10 Trustee of The Rogich Family Irrevocable

11 Trust; ELDORADO HILLS, LLC, a Nevada

12 limited liability company; TELD, LLC, a

13 Nevada limited liability company; PETER

14 ELIADES, individually and as Trustee of the

15 The Eliades Survivor Trust of 10/30/08; and

16 IMITATIONS, LLC, a Nevada limited liability

17 company,

18 Respondents.

19 **AND RELATED MATTERS.**

20 **JOINT APPENDIX VOL. 25**

21 MARK G. SIMONS, ESQ.

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Supreme Court No. 79917

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

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

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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			
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7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
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10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
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12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
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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			
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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			
	Countermotion 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
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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			
27	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
28	Family Irrevocable Trust's			
29	Motion for Attorneys' Fees			
30	and Costs			
31	Defendant's Reply in	12/30/14	4	JA_000759-764
32	Support of Motion for			
33	Award of Attorneys' Fees			
34	Defendants' Answer to	4/24/17	4	JA_000831-841
35	Complaint			

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 NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 nd			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
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	Nanyah Vegas, LLC's			
	Unpleaded Implied-in-fact			
	Contract Theory			
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	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			
5	Fees and Costs			
6	Errata to Pretrial	4/16/19	29	JA_007062-7068
7	Memorandum			
8	Ex Parte Motion for an	2/8/19	17	JA_004036-4039
9	Order Shortening Time on			
10	Motion for Relief From the			
11	October 5, 208 Order			
12	Pursuant to NRCP 60(b)			
13	First Amended Complaint	10/21/13	1	JA_000027-47
14	Joint Case Conference	5/25/17	4	JA_000842-861
15	Report			
16	Judgment	5/4/2020	38	JA_009247-9248
17	Judgment Regarding Award	5/5/2020	38	JA_009255-9256
18	of Attorneys' Fees and Costs			
19	in Favor of the Rogich			
20	Defendants			
21	Minutes	4/18/18	7	JA_001710-1711
22	Minutes	2/21/19	20	JA_004790-4791
23	Minutes	3/5/19	22	JA_005261-5262
24	Minutes	3/20/19	25	JA_006038-6039
25	Minutes	4/18/19	29	JA_007104-7105
26	Minutes	4/22/19	30	JA_007146-7147
	Minutes	9/5/19	33	JA_008025-8026
	Minutes	1/30/2020	37	JA_009059-9060
	Minutes	3/31/2020	38	JA_009227-9228
	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
	Minutes – Telephonic	11/5/18	14	JA_003456-3457
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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
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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
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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
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21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
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23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
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25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
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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			
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	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:			
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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
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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	Notice of Entry of Order	8/13/18	13	JA_003200-3204
21	Denying Nanyah Vegas, LLC's Motion for Reconsideration			
22				
23	Notice of Entry of Order	4/10/19	27	JA_006478-6483
24	Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule			
25				
26				

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

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

✓ by using the Supreme Court Electronic Filing System:

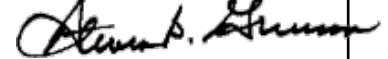
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liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN



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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
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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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28 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
6490 S. McCarran Blvd., Ste. F-46
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*

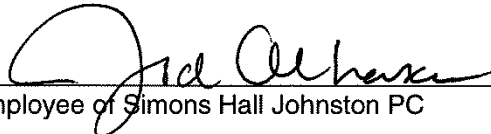
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Reno, NV 89509
Phone: (775) 785-0088

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 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
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DATED this 20 day of March, 2019.


Employee of Simons Hall Johnston PC

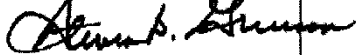
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
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5	Sigmund Rogich Deposition Excerpts	4

EXHIBIT 1

EXHIBIT 1



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

10 DISTRICT COURT
CLARK COUNTY, NEVADA
11

12 CARLOS A. HUERTA, an individual;
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
Trust; ELDORADO HILLS, LLC, a Nevada
18 limited liability company; DOES I-X; and/or
ROE CORPORATIONS I-X, inclusive,
19

Defendants.
20

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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VOLUME 2 OF 2

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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 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	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	99,507.18	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	765,943.33
	Deposit	11/30/2007			Interest	Interest Income	3,069.81	769,013.14
	Deposit	12/31/2007			Interest	Interest Income	3,205.69	772,218.83
	Check	01/25/2008		ANB Financial	Jan-08 Interest Pymt	No/Charge	-173,897.26	598,321.57
	Deposit	01/31/2008			Interest	Interest Income	3,051.99	601,373.56
	Deposit	02/29/2008			Interest	Interest Income	2,345.09	603,718.65
	Deposit	03/31/2008			Interest	Interest Income	2,031.18	605,749.83
	Deposit	04/30/2008			Interest	Interest Income	1,740.95	607,490.78
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	Pulaski Bank MMA	467,510.78	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	-4,405.00	3,570.00
	Deposit	08/18/2006		Go Global, Inc.	CC to cover expenses	Capital	15,000.00	18,570.00
	Deposit	08/30/2006		Jared Smith	Initial Investment	Contributions	9,400.00	27,970.00
	Deposit	09/06/2006		Go Global, Inc	CC to cover expenses	Contributions	30,000.00	57,970.00
	Bill Pmt-Check	09/06/2006	1004	Mercury LDO		Accounts Payable	-22.52	57,947.48
	Bill Pmt-Check	09/06/2006	1005	Racz Consulting Inc		Accounts Payable	-29,875.00	28,072.48
	Bill Pmt-Check	09/06/2006	1006	WRC Design Inc		Accounts Payable	-4,500.00	23,572.48
	Bill Pmt-Check	09/06/2006	1007	Salter Harlan Group		Accounts Payable	-5,272.50	18,300.00
	Deposit	09/11/2006		Craig Dunlap	Initial Investment	Contributions	50,000.00	68,300.00
	Deposit	09/12/2006		D&D Properties, LLC	Initial Investment	Contributions	2,500,000.00	2,568,300.00
	Deposit	09/12/2006		Robert Ray	Loan till 01/07 @ 20% pmt annum	Capital	500,000.00	3,068,300.00
	Deposit	09/12/2006		The Rayon Family 2004 Irrevocable Tru	CC for closing	Contributions	600,000.00	3,668,300.00

**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 # 2006 GL	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	-1,578.77	17,993.76
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	-2,539.52	9,795.77
Deposit	04/25/2007	1050		Deposit	Undeposited Funds	10,500.00	20,295.77
Deposit	04/30/2007		Go Global, Inc	CC To cover interest expense	Contributions	240,000.00	260,295.77
Check	04/30/2007	1051	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-179,500.00	81,795.77
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 5/1/4/07	Due (to) from Summer Reliance	285,000.00	306,696.02
Check	05/15/2007	1055	Robert Ray	CC Cover Robert Ray Payback	Contributions	-285,551.00	23,144.42
Check	05/15/2007	1056	Alliance Mortgage	Payoff 5/1/2005 loan	SPLIT-	-250.00	22,894.42
Deposit	05/15/2007		Go Global, Inc	Remainder of May Interest Payment (paid only \$178,500)	Mortgage	10,000.00	32,894.42
Check	05/15/2007	1057	Pecan Street Plaza, LLC	CC Cover PSP Payment	Contributions	-15,000.00	17,894.42
Bill Print-Check	05/15/2007	1058		Partial Loan Payment	Due (to) from PSP	-526.62	17,367.80
Bill Print-Check	05/15/2007	1060	Nevada Power		Accounts Payable	-370.64	16,997.16
Bill Print-Check	05/15/2007	1060	Pro-Flame Gas	VOID	Accounts Payable	0.00	16,997.16
Bill Print-Check	05/17/2007	1061	Nevada Power		Accounts Payable	-171.63	16,815.53
Check	05/17/2007	1062	Clark County	Presapigation submittal for non conforming zone change	Accounts Payable	-500.00	16,315.53
Check	05/21/2007	1065	Desert Lake Shooting Club		Engineering Expense	-203.00	16,012.53
Bill Print-Check	05/21/2007	1064	LL Bradford & Company, LLC		Accounts Payable	-1,360.00	14,652.53
Check	05/22/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	Accounts Payable	-5,000.00	9,652.53
Deposit	05/23/2007		The Rughoff Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payment	Due (to) from PSP	178,750.00	188,132.53
Bill Print-Check	05/24/2007	1067	Kimley-Horn and Associates Inc		Contributions	-2,572.68	185,559.85
Deposit	05/24/2007		Go Global, Inc	CC Cover PSP Pymt	Accounts Payable	5,000.00	190,559.85
Check	05/24/2007	1068	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	-549,000.00	1,492,720.29
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		LIVARD	Temp Loan	Water	269.84	1,867,010.58
Check	06/26/2007	1084	Go Global, Inc.	Xfer to Money Market Account	Due (to) from Go Global	-275,000.00	1,592,010.58
Transfer	06/27/2007			Xfer to Money Market Account	NSB 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	Undeposited Funds	22,500.00	119,510.58
Deposit	07/03/2007		Go Global, Inc.	Payback overpayment of loan for 8/1/2006 corrected trans.	Due (to) from Go Global	275.00	119,785.58
Bill Pmt-Check	07/10/2007	1086	Altabe Fire Equipment	Repairs & Painting on Warehouse	Accounts Payable	-1,084.88	118,700.70
Check	07/12/2007	1087	Bryan Steed		Repairs	-3,000.00	115,700.70
Bill Pmt-Check	07/13/2007	1089	Boyd Consulting, LLC		Accounts Payable	-2,000.00	113,700.70
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	LIVARD		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	Rotz Consulting Inc.		Accounts Payable	-55,500.00	29,277.33
Check	07/17/2007	1091	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	300,000.00	325,277.33
Check	07/17/2007	1093	Jared Smith	RE: Ahern Rental & Reconcile Due to Balance	Due (to) from Jared Smith	-936.47	328,340.85
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	08/05/2007	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	41,939.78
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	LIVARD	Interest Payment on \$400K loan	Accounts Payable	-653.81	22,857.46
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	Stige-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	189,175.66
Bill Pmt-Check	09/17/2007	EFT	Nevada Power		Accounts Payable	-1,808.96	187,366.70
Bill Pmt-Check	09/18/2007	EFT	LIVARD		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 Rughen 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	186,024.26
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	45,973.92
Bill Pmt-Check	12/10/2007	1147	Salter Harlan Group		Accounts Payable	-821.28	45,048.14
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 12/5/07 & 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	LVVND		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	1/1/07-5/30/08 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	LVVND		Accounts Payable	-462.09	12,738.22
Bill Pmt-Check	01/25/2008	1158	Boulder Disposal Inc.		Accounts Payable	-249.99	12,488.23
Bill Pmt-Check	01/25/2008	1159	Kintley-Horn and Associates Inc.	Ongoing NOTOT Coordination	Accounts Payable	-283.50	12,204.73
Bill Pmt-Check	01/25/2008	1160	Owens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Accounts Payable	-8,127.50	4,077.23
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	5,000.00	9,077.23
Check	02/01/2008	1161	Daniel DaRmas	RE 12/08/08 Staff Expense Report	Due (to) from Dan DaRmas	-345.00	8,732.23
Check	02/01/2008	1162	Smith Consulting Inc.	Consulting Fee Jan-08	Consulting	-3,333.00	5,399.23
Bill Pmt-Check	02/19/2008	EFT	LVVND		Accounts Payable	-1,018.66	4,380.24
Bill Pmt-Check	02/21/2008	1163	DOIRLM		Accounts Payable	-150.06	4,230.19
Check	02/21/2008	1164	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-172,897.26	-168,667.07
Check	02/21/2008		Go Global, Inc.	Service Charge	Bank Service Charge	-45.34	-168,712.41
Deposit	02/23/2008		Boulder Disposal Inc.	Loan to cover ANB Interest Pymt	Contributions	180,000.00	10,287.58
Bill Pmt-Check	02/23/2008	1165	Clark County Treasurer		Accounts Payable	-262.49	10,025.10
Bill Pmt-Check	02/23/2008	1166	Go Global, Inc.	1/1/07-5/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420.25	-2,395.15
Deposit	02/26/2008	EFT	Nevada Power	Loan to cover property tax	Contributions	10,000.00	7,604.85
Check	02/26/2008	1167	Smith Consulting Inc.	Consulting Fee Feb-08	Accounts Payable	-2,980.18	4,624.67
Deposit	02/26/2008		Eldorado Hills, LLC	Online Xfer	Consulting	-3,333.00	1,291.67
Bill Pmt-Check	02/29/2008	1168	Kintley-Horn and Associates Inc.		NSB Money Market	5,108.99	6,398.66
Bill Pmt-Check	02/29/2008	1169	OGL Environmental, LLC		Accounts Payable	-3,983.13	2,415.53
Check	02/29/2008	1170	Daniel DaRmas	RE 2/25/08 Staff Expense Report	Accounts Payable	-850.00	1,565.53
Bill Pmt-Check	03/03/2008	1172	Kent Anderson		Due (to) from Dan DaRmas	-154.00	1,411.53
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfer	Accounts Payable	-13,437.50	-11,625.97
Bill Pmt-Check	03/17/2008	EFT	LVVND		NSB Money Market	15,000.00	3,374.03
Check	03/19/2008		Nevada Power		Accounts Payable	-282.37	3,111.66
Deposit	03/24/2008		Benwood Gunsmithing	Deposit	Gas & Electric	-1,403.46	1,708.21
Deposit	03/24/2008		Nevada Water	Deposit	Undeposited Funds	1,120.00	2,828.21
Check	03/24/2008		ANB Financial	Interest Pymt to Loan# 150000170	Undeposited Funds	15,000.00	17,828.21
Deposit	03/25/2008	1173	Desert Lakes Holdings, LLC	March 2008 Rent	Mortgage	-162,678.08	-144,849.87
Payment	03/25/2008	17994	Nevada Water		Rental Income	5,000.00	-139,849.87
Deposit	03/28/2008		Go Global, Inc.	Loan to cover interest payments	Accounts Receivable	15,000.00	-124,849.87
Bill Pmt-Check	03/31/2008	1175	Boulder Disposal Inc.		Contributions	188,000.00	43,150.13
					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	Kentle-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	1171	Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	10,000.00	47,059.98
Check	03/31/2008		Orgil 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	LVMWD		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	100,000.00	3,510.25	103,510.25
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	36,213.76
Bill Pmt-Check	05/19/2008	1184	Boulder Disposal Inc		Accounts Payable	-262.49	35,951.27
Bill Pmt-Check	05/19/2008	1185	Stater Hamilton Group		Accounts Payable	-550.00	35,401.27
Bill Pmt-Check	05/23/2008	EFT	LVMWD		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	-1,259.67	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	LVMWD		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	4V 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	LVMWD		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 Pmt-Check	07/21/2008	1192	AMT		Accounts Payable	-3,600.00	88,423.12
Bill Pmt-Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-262.49	88,160.63
Bill Pmt-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 Pmt-Check	08/04/2008	1196	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 Pmt-Check	08/04/2008	1197	State of Nevada Business License Renewal		Accounts Payable	-100.00	14,355.78
Bill Pmt-Check	08/11/2008	1198	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-273.29	14,082.49
Bill Pmt-Check	08/12/2008	1199	Rent Consulting Inc		Accounts Payable	-2,015.00	12,067.49
Bill Pmt-Check	08/13/2008	EFT	LVWWD		Accounts Payable	-523.83	11,543.66
Bill Pmt-Check	08/15/2008	EFT	Nevada Power		Accounts Payable	-1,417.28	10,126.38
Bill Pmt-Check	09/17/2008	1200	Boulder Disposal Inc	Customer# 30-89 0	Accounts Payable	-273.29	9,853.09
Bill Pmt-Check	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Pmt-Check	09/17/2008	1201	State of Nevada Business License Renewal	010-1005607358	Accounts Payable	-100.00	8,234.07
Deposit	09/17/2008		Benwood Guarantying	Deposit	Undeposited Funds	1,600.00	9,834.07
Bill Pmt-Check	09/18/2008	1202	Rent Consulting Inc		Accounts Payable	-600.00	9,234.07
Bill Pmt-Check	09/19/2008	EFT	LVWWD		Accounts Payable	-866.01	8,427.16
Deposit	10/01/2008		Benwood Guarantying	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 Pmt-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 Pmt (booked as rent)	Due (to) from Desert Lakes Hdg	10,000.00	12,913.29
Bill Pmt-Check	10/16/2008	EFT	Nevada Power		Accounts Payable	-1,241.36	11,671.93
Bill Pmt-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 Pmt-Check	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945.53
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pmt	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	-200.48	1,745.05
Deposit	11/14/2008		Benwood Guarantying	October-08 Rent	Rental Income	800.00	2,545.05
Check	11/20/2008	EFT	Nevada Power		Gas & Electric	-1,157.21	1,387.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Olivas	Uncategorized Expense	-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		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		Online Transfer		NSB Checking	-5,000.00	15,588.51
Check	11/09/2007		Online Xfer to NSB Checking		NSB Checking	-5,000.00	10,588.51

**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	Berwood 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	17925	Berwood Gunsmithing		Undeposited Funds	-1,120.00	31,180.00
Payment	03/24/2008	17925	Nevada Water		Undeposited Funds	-15,000.00	16,280.00
Invoice	04/01/2008	114	Berwood Gunsmithing		NSB Checking	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	Berwood Gunsmithing		Rental Income	800.00	17,880.00
Invoice	05/15/2008	116	Nevada Water		Rental Income	15,000.00	32,880.00
Payment	05/27/2008	18174	Nevada Water		NSB Checking	-15,000.00	17,880.00
Payment	05/30/2008	1038	Berwood Gunsmithing		NSB Checking	-1,600.00	16,280.00
Invoice	06/01/2008	118	Berwood Gunsmithing		Rental Income	800.00	17,080.00
Payment	06/15/2008		Nevada Water		Undeposited Funds	-15,000.00	2,080.00
Invoice	07/01/2008	119	Berwood Gunsmithing		Rental Income	800.00	2,880.00
Invoice	08/01/2008	120	Berwood Gunsmithing		Rental Income	800.00	3,680.00
Payment	08/28/2008	1201	Berwood Gunsmithing		Undeposited Funds	-1,600.00	2,080.00
Invoice	09/01/2008	121	Berwood Gunsmithing		Rental Income	800.00	2,880.00
Payment	09/30/2008	1702	Berwood Gunsmithing	DLSC Reconc for Matt Babb Rent	Undeposited Funds	-2,880.00	0.00
Total Accounts Receivable							0.00
Deposits for Closing							
General Journal	03/17/2008	5	the Rogich 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		Nevada Title	Closing Funds	NSB Checking	30,000.00	530,000.00
Check	09/14/2008		Nevada Title	Closing Funds	NSB Checking	5,150,000.00	5,680,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Pan Metal Property Closing	Boulder Property	-500,000.00	5,180,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Pan Metal Property Closing	Boulder Property	-30,000.00	5,150,000.00
General Journal	09/14/2008	13	Pan Metal Property Closing	Pan Metal Property Closing	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	02/26/2008	1170	Daniel DeArmas	RE: 2/26/08 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	-36.00	-468.90
General Journal	01/17/2007	30	Clark County	Febious Name Filing	Business Licenses & Fees	-20.00	-488.90
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	04/28/2008		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

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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	01/09/2008		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					Accounts Payable	5,000.00	5,000.00
Bill	08/29/2007		LVWD			5,000.00	5,000.00
Total Utility Deposits							
Real Property						0.00	0.00
Boulder Property						0.00	0.00
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						0.00	0.00
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	10,500.00	25,707.00
General Journal	12/31/2007	LLB-06-07-2		Reclass	Closing Costs	647,396.00	672,906.00
General Journal	12/31/2007	LLB-06-07-3		Reclass	Appraisal Fees	7,500.00	680,406.00
						680,406.00	680,406.00
Total Closing Costs Boulder Property							
Improvements-Capitalized Costs						0.00	0.00
General Journal	12/31/2006	LLB-06-5		Capitalize 266 Carrying Charges	-SPLIT-	103,559.46	103,559.46
General Journal	12/31/2007	LLB-06-07-1		Capitalize Expenses	Engineering Expense	3,829,361.22	4,032,891.68
General Journal	12/31/2007	LLB-06-07-1		Do not capitalize expenses per Carles and Sig	Mortgage	-3,484,410.30	548,481.38
						548,481.38	548,481.38
Total Improvements-Capitalized Costs							
Real Property - Other						0.00	0.00
Total Real Property - Other						0.00	0.00
Total Real Property						23,228,977.38	23,228,977.38
Accounts Payable						0.00	0.00
Bill	06/20/2006	254	Ritz Consulting Inc		Consulting	-29,875.00	-29,875.00
Bill	06/30/2006	23646	Stater Hanlan 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	WRG Design Inc		Engineering Expense	-4,600.00	-49,920.00
Bill	07/31/2006	232676	Stater Hanlan 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	10,660.00	-44,557.50
Bill Pmt-Check	08/17/2006	1001	Secretary of State		NSB Checking	125.00	-44,432.50
Bill Pmt-Check	08/17/2006	1002	Stater Hanlan Group	Annual Manager/Member Filing	NSB Checking	4,495.00	-39,937.50
Bill	08/24/2006	C240647	Mercury LDO		Printing & Reproduction	-11.15	-39,958.65
Bill	09/21/2006	232783	Stater Hanlan Group		Engineering Expense	-6,800.00	-46,758.65
Bill	09/26/2006	C239708	Mercury LDO		Printing & Reproduction	-11.77	-46,870.42
Bill Pmt-Check	09/26/2006	1004	Mercury LDO		NSB Checking	22.92	-46,847.50
Bill Pmt-Check	09/26/2006	1005	Ritz Consulting Inc		NSB Checking	29,875.00	-16,972.50

**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	-13,554.74
Bill	05/31/2007		Nevada Power		Gas & Electric	-1,082.29	-14,637.03
Bill	05/31/2007	233915	Slater Hanftan Group		Engineering Expense	-2,670.00	-17,307.03
Bill	05/31/2007	2889037	Kensley-Horn and Associates Inc		Engineering Expense	-25,240.95	-42,547.98
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	-32,119.27
Bill	06/30/2007	3031621	Kimley-Horn and Associates Inc		Engineering Expense	-13,031.51	-45,150.78
Bill	07/01/2007		Boyd Consulting, LLC		Consulting	-2,000.00	-47,150.78
Bill	07/01/2007	342	Rietz Consulting Inc		Consulting	-55,500.00	-102,650.78
Bill	07/09/2007	27331	Aliscade Fire Equipment		Repairs	-1,684.88	-104,335.66
Bill	07/10/2007	1086	Aliscade Fire Equipment		Repairs	-1,684.88	-106,020.54
Bill Print-Check	07/13/2007	1089	Boyd Consulting, LLC		NSB Checking	2,000.00	-104,020.54
Bill Print-Check	07/13/2007	1090	Kimley-Horn and Associates Inc		NSB Checking	25,240.95	-78,779.59
Bill Print-Check	07/13/2007	1091	Slater Harlan Group		NSB Checking	2,670.00	-76,109.59
Bill Print-Check	07/13/2007	EFT	LVWWD		NSB Checking	371.42	-75,738.17
Bill Print-Check	07/16/2007	1092	Rietz Consulting Inc		NSB Checking	56,500.00	-132,238.17
Bill	07/17/2007	2007-05	Serra Agency, LLC		Marketing Expense	-65,000.00	-197,238.17
Bill	07/17/2007	1095	Serra Agency, LLC		NSB Checking	65,000.00	-132,238.17
Bill Print-Check	07/18/2007	EFT	Nevada Power		NSB Checking	1,404.40	-130,833.77
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-143,254.02
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-155,674.27
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-168,094.52
Bill	07/25/2007		Clark County Treasurer	11/07-5/30/08 Property Tax - Parcel# 185-11-002-001	Property	-12,420.25	-180,514.77
Bill Print-Check	07/25/2007	1100	Clark County Treasurer		NSB Checking	12,420.25	-168,094.52
Bill Print-Check	07/25/2007	1098	Kimley-Horn and Associates Inc		NSB Checking	13,031.51	-155,062.99
Bill Print-Check	07/25/2007	1097	Slater Harlan Group		NSB Checking	2,467.50	-152,595.49
Bill	07/26/2007		LVWWD		Water	-833.91	-153,429.40
Bill	07/27/2007	0038259	WRG Design Inc		Engineering Expense	-2,500.00	-155,929.40
Bill	07/31/2007		Nevada Power		Gas & Electric	-2,441.81	-158,371.21
Bill	07/31/2007	C284229	Mercury LDO		Printing & Reproduction	-5.39	-158,376.60
Bill	07/31/2007	E2007-246	OGE Environmental, LLC		Engineering Expense	-1,631.15	-160,007.75
Bill	07/31/2007	2080174	Kimley-Horn and Associates Inc		Engineering Expense	-2,363.64	-162,371.39
Bill	07/31/2007	234304	Slater Harlan Group		Engineering Expense	-16,185.00	-178,556.39
Bill	07/31/2007		Mercury LDO		NSB Checking	5.39	-178,561.78
Bill Print-Check	08/11/2007	1104	Nevada Power		NSB Checking	2,441.81	-176,119.97
Bill Print-Check	08/11/2007	1106	OGE Environmental, LLC		NSB Checking	1,631.15	-177,751.12
Bill Print-Check	08/11/2007	1103	OGE Environmental, LLC		NSB Checking	-63,693.10	-241,444.22
Bill Print-Check	08/11/2007	1105	WRG Design Inc		NSB Checking	2,500.00	-238,944.22
Bill	08/13/2007	3122016	Kimley-Horn and Associates Inc		Engineering Expense	-2,366.88	-241,311.10
Bill	08/15/2007	C286346	Mercury LDO		Printing & Reproduction	-20.36	-241,331.46
Bill Print-Check	08/20/2007	EFT	LVWWD		NSB Checking	833.91	-240,497.55
Bill	08/24/2007		LVWWD		Water	-583.79	-241,081.34
Bill	08/30/2007	1588	Step-A-Lot		Engineering Expense	-5,604.47	-246,685.81
Bill	09/02/2007		Kent Anderson		Cleaning & Janitorial	-6,250.00	-252,935.81
Bill	09/02/2007		Nevada Power		Gas & Electric	-1,808.96	-254,744.77
Bill	09/03/2007		Slater Harlan Group		Engineering Expense	-7,710.00	-262,454.77
Bill	09/03/2007	234342	Slater Harlan Group		Engineering Expense	-997.50	-263,452.27
Bill	09/03/2007	234343	WRG Design Inc		Engineering Expense	-1,350.00	-264,802.27
Bill	09/03/2007	0038005	Boulder Disposal Inc		Waste Management	-748.97	-265,551.24
Bill	09/03/2007		Kent Anderson		NSB Checking	5,250.00	-260,301.24
Bill Print-Check	09/05/2007	1115	Kimley-Horn and Associates Inc		NSB Checking	6,293.84	-254,007.40
Bill Print-Check	09/05/2007	1112	Mercury LDO		NSB Checking	20.36	-254,027.76
Bill Print-Check	09/05/2007	1113	Slater Harlan Group		NSB Checking	16,185.00	-270,212.76
Bill Print-Check	09/05/2007	1111	Step-A-Lot		NSB Checking	5,604.47	-275,817.23
Bill	09/10/2007	0700001863454	State of Nevada AR Payments		Business Licenses & Fees	-100.00	-275,917.23
Bill Print-Check	09/17/2007	EFT	Nevada Power		NSB Checking	1,808.96	-277,726.19

**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	2007.3220	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	2007.3275	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	01/29/2008		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	02/19/2008	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	13,437.50	-11,276.37
Bill	03/14/2008	5969	AMTI		Waste Management	-262.49	-11,538.86
Bill	03/14/2008		Boulder Disposal Inc.		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	LVWMO		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		LVWMO		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	1,269.99	-14,273.01
Bill Print-Check	05/19/2008	1184	Boulder Disposal Inc.		NSB Checking	262.49	-14,010.52
Bill Print-Check	05/19/2008	1185	Slater Hanlan Group		NSB Checking	550.00	-13,460.52
Bill Print-Check	05/23/2008	EFT	LVWMO		NSB Checking	180.54	-13,279.98
Bill	05/28/2008		LVWMO		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	LVWMO		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 & Janitorial	-1,750.00	-5,690.98
Bill	06/26/2008		LVWMO		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	LVWMO		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		LVWMO		Water	-523.83	-56,566.25
Bill	07/30/2008		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 & Janitorial	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	LVWMO		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		LVWMO		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

Eldorado Hills, LLC
General Ledger

Actual Basis

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	Retz Consulting Inc.		Engineering Expense	-600.00	-44,085.52
Bill Print-Check	09/18/2008	1202	Retz 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
					NSB Checking	-26,827.74	-88,376.84
Total Accounts Payable							
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	05/29/2008		Go Global, Inc.	Loan to cover ANB Interest Pymt	NSB Checking	-25,000.00	-125,000.00
Check	10/17/2008	1002	Go Global, Inc.	Interest Payment on 5/2/09 loan @ 22% through 10/17/08	NSB Money Market	12,250.68	-112,749.32
General Journal	10/17/2008		Go Global, Inc.	Accumulated Interest through 10/17/08	Interest Expense	-12,250.68	-125,000.00
Check	10/27/2008	1204	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	55,000.00	-70,000.00
Check	10/27/2008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	NSB Checking	15,000.00	-55,000.00
General Journal	10/27/2008		Desert Lakes Holdings LLC	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	10/27/2008	LLB-88-07-9	Go Global, Inc.	Accumulated Interest through 10/27/08	Interest Expense	-753.42	-33,095.67
					Interest Expense	-33,095.67	-66,191.34
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
					Closing Costs	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
					Pulaski Bank MMA	-20,491,996.20	-40,983,990.00
Payroll Liabilities							0.00
Total Payroll Liabilities						0.00	0.00
Capital Accounts							0.00
Antonio Nevada, LLC						0.00	0.00
Capital						0.00	0.00
Total Capital						0.00	0.00
Contributions						0.00	0.00
Total Contributions						0.00	0.00

Actual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
							0.00
Distributions							0.00
Check	08/22/2007		Antonie Nevada, LLC		NSB Checking	2,220,000.00	2,220,000.00
Check	08/21/2007		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	08/18/2006		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	04/06/2007		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 Interest 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		Reclass per Carlos	Consulting	1,420,000.00	3,133,499.94
General Journal	10/27/2008		Jared Smith	Apply Jared'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
Deposit	09/12/2005		The Rogich Family 2004 Irrevocable Tru CC for closing			400,000.00	-600,000.00
Deposit	02/07/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments			-178,750.00	-778,750.00
Deposit	03/05/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payments			-89,375.00	-867,500.00
Deposit	04/06/2007		The Rogich Family 2004 Irrevocable Tru CC to cover 1/2 of Alliance Interest Pymt			-89,375.00	-1,046,875.00
Deposit	05/23/2007		The Rogich Family 2004 Irrevocable Tru CC to cover Alliance Interest Payment			-178,750.00	-1,225,625.00
Deposit	09/21/2007		The Rogich Family 2004 Irrevocable Tru CC Cover Antonio Nevada Payment			-54,000.00	-1,279,625.00
Deposit	05/29/2008		The Rogich Family 2004 Irrevocable Tru CC for ANS Interest Pymt			-34,000.00	-1,313,625.00
Deposit	05/27/2008		The Rogich Family 2004 Irrevocable Tru CC to cover ANS Interest Payment			-34,000.00	-1,347,625.00
Total Contributions						-2,091,625.00	-2,091,625.00
Distributions							0.00
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						325.00	325.00
Closing Entry	12/31/2005						

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

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.

6
7 
8 MARK G. SIMONS

9 STATE OF NEVADA)
10)ss.
11 COUNTY OF WASHOE)

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

15 
16 NOTARY PUBLIC

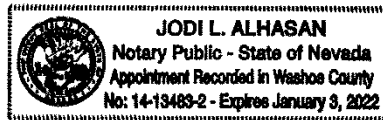


EXHIBIT 3

EXHIBIT 3

Account Balances

$\Delta \pi$ EXHIBIT
M-1, SSJ Offsets
Dependent Δ MRF
Date 5/2/18 Rpt
www.DEPBOOK.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 PSP	600,000.00	4,319,735.56
Deposit	06/14/2006		Go Global, Inc.	Advance from OG NSB LOC for closing	Contributions	850,000.00	5,169,735.56
Check	06/14/2006		Peasin Street Plaza, LLC	Temp Loan	Due (to) from PSP	40,000.00	5,208,735.56
Check	06/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-30,000.00	5,179,735.56
Check	06/14/2006		Nevada Title	Closing Funds	Deposits for Closing	-20,739.68	5,159,000.00
Check	06/14/2006		Nevada State Bank	Revenue Wire Fee	Bank Service Charge	-20.00	5,158,980.00
Check	06/14/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-20.00	5,158,960.00
Deposit	06/25/2006		Nevada Title	Buyer Refund	Builder Property	10,370.10	5,169,330.10
Bill Print - Check	06/26/2006	1026	Seller/Henken Group		Accounts Payable	-4,930.00	5,164,400.10
Check	10/06/2006	1026	Secretary of State		Business Licenses & Fees	-50.00	5,164,350.10
Check	10/24/2006		Go Global, Inc.	Certificate of Good Standing	Capital	500,000.00	5,664,350.10
Check	10/24/2006		Go Global, Inc.	Yosh, LLC contribution for Antonio Nevada, LLC	Interest Expense	-178,750.00	5,485,600.10
Check	11/01/2006	1010	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Engineering Expense	-100.00	5,485,500.10
Check	11/15/2006	1011	Bureau of Land Management	Transfer of Right of Way Grant	Liability	-2,946.81	5,482,553.29
Check	11/15/2006	1012	Digit Singer	Policy # 2508 GL	Accounts Payable	-178,750.00	5,303,803.29
Bill Print - Check	11/20/2006	1013	Alliance Mortgage		Accounts Payable	-530	5,303,273.29
Bill Print - Check	12/04/2006	1014	Mentury LDO		Accounts Payable	-526.00	5,302,747.29
Bill Print - Check	12/04/2006	1015	Redwood Enterprises, LLC		Accounts Payable	-8,062.00	5,294,685.29
Bill Print - Check	12/04/2006	1015	Seller/Henken Group		Accounts Payable	-20,000.00	5,274,685.29
Check	12/21/2006	1017	Go Global, Inc.	CC Cover Alliance Interest Payment	Interest Expense	-100,000.00	5,174,685.29
Check	12/21/2006		Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Due (to) from Realized Gains	-100,000.00	5,074,685.29
Check	12/26/2006		Redwood Enterprises, LLC	Temp Loan from Realized Gains, LLC	Due (to) from Realized Gains	-100,000.00	4,974,685.29
Check	12/26/2006		Desert Lake Country Club		Due (to) from Realized Gains	-100,000.00	4,874,685.29
Check	01/03/2007	1018	Jared Smith	RE 12/27/06 Staff Expense Report	Due (to) from Jared Smith	-233.63	4,874,451.66
Check	01/03/2007	1019	County Clerk	VOID: Fictitious Firm Name Filing	Business Licenses & Fees	0.00	4,874,451.66
Check	01/03/2007	1020	Wayne Collier	VOID: RE 1/2 of the costs	Due (to) from Desert Lakes Hdg	0.00	4,874,451.66
Check	01/10/2007	1021	Wayne Collier	RE 1/2 of the costs	Due (to) from Desert Lakes Hdg	-187.50	4,874,264.16
Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Closing Deposit for New Checking	Due (to) from Desert Lakes Hdg	-2,500.00	4,871,764.16
Check	01/12/2007	1022	Eddeline Investments, LLC	Temp Loan to cover opening of new account	Due (to) from Jared Smith	-100.00	4,871,664.16
Check	01/16/2007		Go Global, Inc.	CC Payback RD loan	Contributions	50,000.00	4,921,664.16
Check	01/16/2007	1025	Realized Gains, LLC	Parties payback for 12/26/06 loan	Due (to) from Realized Gains	-50,000.00	4,871,664.16
Check	01/16/2007	1026	Jared Smith	RE 1/16/07 Staff Expense Report	Due (to) from Jared Smith	-588.50	4,871,075.66
Check	01/16/2007	1027	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings	Due (to) from Desert Lakes Hdg	-2,500.00	4,868,575.66
Check	01/24/2007	1028	Secretary of State	Desert Lakes Holdings Amendments AOG	Due (to) from Desert Lakes Hdg	-125.00	4,868,450.66
Check	01/24/2007	1029	Foodora Ammunition	Arms Order	Due (to) from Desert Lakes Hdg	-478.00	4,867,972.66
Check	01/25/2007	1030	Eddeline Investments, LLC	Capital Contribution	Contributions	4,868.30	4,872,840.96
Check	01/25/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hdg	50,000.00	4,922,840.96
Check	01/25/2007	1032	Desert Lakes Holdings, LLC	Capital Contribution to cover PG & PSP Loan Payable	Due (to) from Desert Lakes Hdg	-20,000.00	4,902,840.96
Check	01/31/2007	1033	Go Global, Inc.	Parties payback for 12/26/06 loan	Contributions	120,000.00	5,022,840.96
Check	01/31/2007	1034	Peasin Street Plaza, LLC	Payoff \$14,406 loan & portion of 9/13/06 loan	Due (to) from Realized Gains	50,000.00	5,072,840.96
Check	02/06/2007	1035	Mentury LDO	Payoff \$14,406 loan & portion of 9/13/06 loan	Due (to) from PSP	46,000.00	5,118,840.96
Check	02/06/2007	1036	Abie Lock & Alarm	Inv# 15117 for Dup Keys	Accounts Payable	-5.39	5,118,785.57
Check	02/06/2007		Cygal Singer	Refund to Client	Liability	-249.62	5,118,535.95
Check	02/06/2007	1037	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	13.71	5,118,549.66
Check	02/06/2007		The Rogoff Family 2004 Irrevocable Trust	Interest Payment on Alliance Mortgage Note	Contributions	-178,750.00	4,939,799.66
Check	02/07/2007		The Rogoff Family 2004 Irrevocable Trust	Interest Payment on Alliance Mortgage Note	Contributions	178,750.00	5,118,549.66
Check	03/05/2007	1038	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	4,939,799.66

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Mem	Memo	Split	Amount	Balance
Deposit	02/02/2007			CC Cover Appraisal Fee	Contributions	5,000.00	11,489.09
Check	02/02/2007		Go Global, Inc	Service Charge	Bank Service Charge	-31.11	11,457.98
Check	02/15/2007	1039	ANS Financial		Appraisal Fees	-7,500.00	3,957.98
Bill Print-Check	02/19/2007	1040	Mercury LDO		Accounts Payable	-13.56	3,944.40
Bill Print-Check	02/26/2007	1041	Mercury LDO		Accounts Payable	-23.77	3,920.63
Check	02/26/2007	1042	Pearson Steel Plaza, LLC	Partial Loan Payment	Due (to) from PSP	-1,000.00	2,920.63
Deposit	03/02/2007			Deposit	Undeposited Funds	17,626.00	20,546.63
Deposit	03/02/2007		Desert Lakes Holdings, LLC	112 of personal property fee from PAC vs. DLH	Personal Property	754.02	21,300.65
Deposit	04/06/2007		The Rough Family 2004 Irrevocable Tru	CC to cover 1/2 of Alliance Interest Pymt	Contributions	80,375.00	10,625.65
Check	04/06/2007	1043	Alliance Mortgage	Interest Payment on Alliance Mortgage Note	Mortgage	-178,750.00	-88,094.85
Check	04/06/2007		Go Global, Inc	Service Charge	Contributions	30,000.00	-21,895.15
Check	04/11/2007	1044	Clark County Assessor	Payroll previous items	Bank Service Charge	-1.10	-21,896.25
Check	04/24/2007	1045	Go Global, Inc		Personal Property	-1,618.80	-23,515.05
Check	04/24/2007	1046	LVMQ		Due (to) from Go Global	-463.76	-23,978.81
Check	04/24/2007	1047	Pro-Flame Gas		Water	-219.18	-24,197.99
Bill Print-Check	04/24/2007	1048	Kimley-Horn and Associates Inc		Gas & Electric	-1,578.77	-25,776.76
Bill Print-Check	04/24/2007	1049	Mercury LDO		Accounts Payable	-6,504.50	-32,281.26
Check	04/24/2007	1050	Integrity Engineering		Accounts Payable	-103.97	-32,385.23
Deposit	04/25/2007			Shared engineering expense (incl 75-121-65)	Due (to) from Catalina Nevada	-2,539.52	-34,924.75
Deposit	04/26/2007		Go Global, Inc	Deposit	Undeposited Funds	10,500.00	-24,424.75
Check	04/30/2007	1051	Alliance Mortgage	CC to cover interest expense	Contributions	-240,000.00	-268,424.75
Bill Print-Check	04/30/2007	1052	OC Environmental, LLC	Interest Payment on Alliance Mortgage Note	Mortgage	-178,500.00	-446,924.75
Check	05/14/2007	1053	R&B Consulting, Inc		Accounts Payable	-550.00	-447,474.75
Check	05/14/2007	1054	Sumner Reliance		Accounts Payable	-58,000.00	-505,474.75
Deposit	05/15/2007	1055	Go Global, Inc	RE Staff Expense Report 5/14/07	Due (to) from Sumner Reliance	-49.75	-505,524.50
Check	05/15/2007	1056	Robert Ray	CC Cover Robert Ray Payback	Contributions	285,000.00	-220,524.50
Check	05/15/2007	1057	Alliance Mortgage	Payoff 5/1/2006 loan	-SPLIT-	-283,561.60	-504,086.10
Deposit	05/15/2007		Go Global, Inc	Remainder of May Interest Payment (paid only \$178,500)	Mortgage	-350.00	-504,436.10
Check	05/15/2007	1057	Pearson Steel Plaza, LLC	CC Cover PSP Payment	Contributions	10,000.00	-494,436.10
Bill Print-Check	05/15/2007	1058	LVMQ	Partial Loan Payment	Accounts Payable	-15,000.00	-509,436.10
Bill Print-Check	05/15/2007	1059	Nevada Power	VOO	Accounts Payable	-526.62	-510,000.00
Bill Print-Check	05/15/2007	1060	Pro-Flame Gas		Accounts Payable	-370.64	-510,870.64
Bill Print-Check	05/17/2007	1061	Nevada Power		Accounts Payable	0.00	-510,870.64
Check	05/17/2007	1062	Clark County	Prescription submitted for non conforming zone change	Accounts Payable	-171.63	-511,042.27
Check	05/21/2007	1063	Desert Lake Shooting Club		Accounts Payable	-300.00	-511,342.27
Bill Print-Check	05/21/2007	1064	L.L. Bradford & Company, LLC		Engineering Expense	-500.00	-511,842.27
Check	05/22/2007	1065	Pearson Steel Plaza, LLC	Partial Loan Payment	Accounts Payable	-283.00	-512,125.27
Check	05/22/2007	1066	The Rough Family 2004 Irrevocable Tru	CC to cover Alliance Interest Payment	Due (to) from PSP	-5,000.00	-517,125.27
Deposit	05/24/2007		Kimley-Horn and Associates Inc	CC Cover PSP Pymt	Contributions	178,750.00	-338,375.27
Check	05/24/2007	1067	Go Global, Inc	CC Cover PSP Pymt	Accounts Payable	-2,572.88	-340,948.15
Check	05/24/2007	1068	Pearson Steel Plaza, LLC	Partial Loan Payment	Contributions	5,000.00	-335,948.15
Check	05/29/2007			ANS Financial Refinance	Due (to) from PSP	5,000.00	-330,948.15
Check	06/12/2007	1077	LVMQ		Closing Costs	2,818,715.18	2,487,767.02
Bill Print-Check	06/12/2007	1078	Solar Hamilton Group		Accounts Payable	-6,534.74	2,481,232.28
Check	06/14/2007	1079	The Rough Family 2004 Irrevocable Tru	Capital Distribution	Accounts Payable	-7,032.00	2,474,200.28
Check	06/14/2007	1080	Go Global, Inc	Loan Pymt (Deposit accordingly to MTC)	Accounts Payable	-200,000.00	2,274,200.28
Check	06/14/2007	1081	Pearson Steel Plaza, LLC	Loan Pymt (Deposit accordingly to MTC)	Distributions	-200,000.00	2,074,200.28
Check	06/14/2007	1082	Pearson Steel Plaza, LLC	Loan Pymt	Undeposited Expense	-549,350.00	1,524,850.28
Deposit	06/14/2007		Mr. Chafferson Vann, LLC	Payoff for 5/14/07 check 1031 deposit emy	Due (to) from PSP	-649,000.00	875,850.28
				Undeposited Expense		549,000.00	1,424,850.28

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	1,885,742.74
Deposit	06/22/2007		LWVWD	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	1,597,012.58
Transfer	06/27/2007			Xfer to Money Market Account	NSB Money Market	-1,300,000.00	287,012.58
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			Deposit	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	118,100.70
Check	07/12/2007	1087	Ryan Stead		Repairs	3,000.00	115,100.70
811 Print-Check	07/13/2007	1088	Boyd Consulting, LLC		Accounts Payable	2,000.00	113,100.70
811 Print-Check	07/13/2007	1089	Kimley-Horn and Associates Inc.		Accounts Payable	-25,240.95	87,859.75
811 Print-Check	07/13/2007	1090	Solar Hardin Group		Accounts Payable	-2,870.00	85,189.75
811 Print-Check	07/13/2007	EFT	LWVWD		Accounts Payable	-371.47	84,818.33
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	-598.47	328,678.86
Check	07/17/2007	1094	ANS Financial		Mortgage	-104,790.67	140,003.19
810 Print-Check	07/17/2007	1095	Serra Agency, LLC		Accounts Payable	-45,000.00	95,003.19
Check	07/17/2007	1096	Go Global, Inc	Payroll for 6/24/07 change on GIG Amer	Due (to) from Go Global	-17.65	95,020.84
811 Print-Check	07/18/2007	EFT	Nevada Power		Accounts Payable	-1,404.40	83,616.44
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	1096	Kimley-Horn and Associates Inc.		Accounts Payable	-13,031.51	68,179.48
811 Print-Check	07/20/2007	1097	Solar 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	ADG & Initial Lic for Eldorado II	Mortgage	-173,897.26	23,911.37
Check	08/17/2007	1109	Secretary of State	NY Business License for Eldorado II, LLC	Business Licenses & Fees	-200.00	23,711.37
Check	08/17/2007	1110	Nevada Department of Taxation	NY Business License for Eldorado Hills, LLC	Business Licenses & Fees	-100.00	23,611.37
811 Print-Check	08/20/2007	EFT	LWVWD	Interest Pymt to Loan# 150000170	Accounts Payable	-933.91	22,677.46
Deposit	08/20/2007			Interest Payment on \$400K loan	Co Global Loan @ 8.25%	2,841.87	25,519.33
811 Print-Check	08/20/2007	1113	Kimley-Horn and Associates Inc		Accounts Payable	-5,250.00	20,269.33
811 Print-Check	08/20/2007	1112	Mercury LDO		Accounts Payable	6,283.84	13,985.49
811 Print-Check	08/20/2007	1111	Stater Health Group		Accounts Payable	20.36	13,965.13
811 Print-Check	08/20/2007	1114	Shope-A-List		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	LWVWD		Accounts Payable	-1,808.96	187,366.90
Check	09/18/2007	1116	ANS Financial	Interest Pymt to Loan# 150000170	Accounts Payable	-933.79	186,433.11
Check	09/18/2007	1117	State of Nevada AR Payments	Business License Fee for 2008, Notated 07/20/07/4377	Mortgage	-173,897.26	12,535.85
Check	09/19/2007	1118	Jared Smith	RE: Alarm Rental for Warehouse Clean Up	Business Licenses & Fees	-100.00	12,435.85
Check	09/19/2007		Go Global, Inc	CC to cover Armoire Nevada Payment	Due (to) from Jared Smith	932.37	11,503.48
Deposit	09/19/2007				Contributions	2,250,000.00	2,261,573.28

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	08/02/2007		Antone Nevada, LLC			-2,250,000.00	11,873.28
Check	08/02/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	11,848.28
Deposit	08/21/2007		The Rough Family 2004 Inevitable Tru LLC Cover Antone Nevada Payment		Contributions	778,000.00	790,348.28
Check	08/21/2007		Antone Nevada, LLC	Revenue Wire Fee	Contributions	-770,000.00	19,348.28
Deposit	08/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	25.00	19,373.28
Check	08/21/2007		Nevada State Bank	Wire Fee	Bank Service Charge	-25.00	19,348.28
Check	08/21/2007		Clark County Treasurer	11/07-400008 Property Tax - Parcel# 150-1-002-001	Accounts Payable	-1,400.25	18,948.03
Check	08/24/2007	1120	Kimley-Horn and Associates Inc	Consulting Fee Sept-07	Accounts Payable	-2,306.88	16,641.15
Check	10/03/2007	1121	Smith Consulting Inc		Consulting	-3,170.00	13,471.15
Check	10/05/2007	1122	Overna Geotechnical, Inc		Accounts Payable	-2,400.00	11,071.15
Bill Print-Check	10/05/2007	1123	Solar Hardware Group		Accounts Payable	-8,107.50	2,963.65
Bill Print-Check	10/05/2007	1124	State of Nevada AR Payments		Accounts Payable	-100.00	2,863.65
Bill Print-Check	10/05/2007	1125	WEG Design Inc		Accounts Payable	-1,300.00	1,563.65
Check	10/06/2007	1021	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Money Market	200,000.00	1,763.65
Check	10/10/2007	1126	Mercury LDO		Accounts Payable	-116.37	1,647.28
Bill Print-Check	10/17/2007	EFT	Nevada Power		Accounts Payable	-1,622.77	187,401.51
Bill Print-Check	10/18/2007	1128	Applied Analysis		Accounts Payable	-8,225.00	179,176.51
Check	10/18/2007	1127	ANB Financial		Accounts Payable	-1,622.77	177,553.74
Check	10/18/2007	1129	Justi Fairgold		Accounts Payable	-1,622.77	175,930.97
Check	10/18/2007	1130	LVWD		Accounts Payable	-1,622.77	174,308.20
Check	10/18/2007	1131	DAD Properties, LLC		Accounts Payable	-1,622.77	172,685.43
Check	10/18/2007	1132	Boulder Disposal Inc		Accounts Payable	-1,622.77	171,062.66
Check	10/18/2007	1133	Pre-Flame Gas		Accounts Payable	-1,622.77	169,439.89
Check	10/25/2007	1134	Eldorado Hills, LLC	Online Xfer to NSB Checking	Accounts Payable	-64.60	169,375.29
Check	10/25/2007	1135	Clark County	NCZ Submittal Fee	Engineering Expense	8,000.00	177,375.29
Check	10/31/2007	1136	Kimley-Horn and Associates Inc		Accounts Payable	-5,160.00	172,215.29
Check	10/31/2007	1137	Slater Hamilton Group		Accounts Payable	-800.26	171,415.03
Check	10/31/2007	1138	Smith Consulting Inc		Accounts Payable	-20,000.00	151,415.03
Check	11/02/2007	1139	Bryan Steel		Accounts Payable	-3,300.00	148,115.03
Check	11/02/2007	1140	Eldorado Hills, LLC	Consulting Fee Oct-07	Consulting	-3,300.00	144,815.03
Check	11/02/2007	1141	Eldorado Hills, LLC	Paying of Warehouse & Water Tower	Consulting	-3,300.00	141,515.03
Check	11/02/2007	1142	Slater Hamilton Group	Online Transfer	NSB Money Market	20,000.00	161,515.03
Check	11/02/2007	1143	Ogilvy & Mather	Blanca for NCZ Clark County Submittal Fee	NSB Money Market	5,000.00	166,515.03
Check	11/02/2007	1144	Boulder Disposal Inc	Policy # 2007 GL	Engineering Expense	-325.00	166,190.03
Check	11/02/2007	1145	Eldorado Hills, LLC	Online Xfer to NSB Checking	Accounts Payable	-2,633.10	163,556.93
Check	11/02/2007	1146	Nevada Power		Accounts Payable	-488.98	163,067.95
Check	11/02/2007	1147	Go Global, Inc		Accounts Payable	5,000.00	168,067.95
Check	11/02/2007	1148	ANB Financial	Loan to cover New ANB Internal Pymt	Accounts Payable	-1,420.50	166,647.45
Check	11/02/2007	1149	Boyd Consulting, LLC	Interest Pymt to Loan# 15000170	Contributions	124,000.00	290,647.45
Check	11/02/2007	1150	LVWD	Client Meetings Oct 4, 9, 10, 11	Mortgage	-173,897.26	116,750.19
Check	11/02/2007	1151	Bentwood Consulting		Accounts Payable	-500.00	116,250.19
Check	11/02/2007	1152	Go Global, Inc	CC Cover Expenses	Accounts Payable	-800.00	115,450.19
Check	11/02/2007	1153	Smith Consulting Inc	Consulting Fee Nov-07	Underpaid Funds	-1,889.39	113,560.80
Check	12/07/2007	1154	Cassidy Nevada, LLC		Contributions	5,000.00	118,560.80
Check	12/07/2007	1155	Eldorado Hills, LLC	Online Xfer	Contributions	3,333.00	121,893.80
Check	12/07/2007	1156	Applied Analysis		Accounts Payable	-1,500,000.00	1,371,893.80
Check	12/07/2007	1157	Boulder Disposal Inc		Accounts Payable	-5,850.00	1,366,043.80
Check	12/07/2007	1158	Kimley-Horn and Associates Inc		Accounts Payable	-549.38	1,365,494.42
Check	12/07/2007	1159	Slater Hamilton Group		Accounts Payable	-621.38	1,364,873.04
Check	12/07/2007	1160			Accounts Payable	-1,512.50	1,363,360.54

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/15/2007	1148	Rust Consulting Inc	RE Planning Commission Lunch Meeting	Due (to) from Rust Consulting	-55.90	43,441.64
Check	12/15/2007	1148	David Dukemes	RE 12/5/07 & 11/29/07 Staff Expense Report	Due (to) from Dan Delemas	-389.46	43,041.68
Check	12/15/2007	1150	Mr. Christopher Voss, LLC	RE 12/5/07 (Error check also in HPC's)	Rent	-15,000.00	28,041.68
Deposit	12/15/2007	1151	Mr. Christopher Voss, LLC	RE 12/5/07 (Error check also in HPC's)	Rent	15,000.00	43,041.68
Check	12/21/2007	1151	HPC, LLC	RE 12/5/07 (Error check also in HPC's)	Rent	-15,000.00	28,041.68
Check	12/21/2007	1152	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Contributions	-175,000.00	28,041.68
Check	12/21/2007	1152	ANS Financial	RE 12/5/07 (Error check also in HPC's)	Mortgage	-168,287.67	34,754.02
Check	12/21/2007	1153	LVMVO	RE 12/5/07 (Error check also in HPC's)	Contributions	-493.39	34,260.62
Check	12/21/2007	1154	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Contributions	20,000.00	50,260.62
Check	12/21/2007	1155	State of Nevada AR Payments	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-43,510.00	15,750.62
Check	12/21/2007	1156	Smith Consulting Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-100.00	15,650.62
Check	12/21/2007	1157	Nevada Power	RE 12/5/07 (Error check also in HPC's)	Consulting	-3,330.00	12,320.62
Check	12/21/2007	1158	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-1,243.35	11,077.27
Check	12/21/2007	1159	Eldorado Hills, LLC	RE 12/5/07 (Error check also in HPC's)	Unexpended Funds	800.00	11,774.29
Check	12/21/2007	1160	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-12,400.00	-645.76
Check	12/21/2007	1161	Malso International	RE 12/5/07 (Error check also in HPC's)	NSB Money Market	3,142.57	2,496.81
Check	12/21/2007	1162	RUSHOURGRAFFIC	RE 12/5/07 (Error check also in HPC's)	Contributions	20,000.00	22,496.81
Check	12/21/2007	1163	LVMVO	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-7,896.50	14,500.31
Check	12/21/2007	1164	Boilder Disposal Inc.	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-1,300.00	13,200.31
Check	12/21/2007	1165	Kaiser-Horn and Associates Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-462.09	12,738.22
Check	12/21/2007	1166	Chama Geotechnical, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-248.89	12,489.33
Check	12/21/2007	1167	Eldorado Hills, LLC	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-293.50	12,195.83
Check	12/21/2007	1168	David Dukemes	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-8,127.50	4,077.29
Check	12/21/2007	1169	Smith Consulting Inc	RE 12/5/07 (Error check also in HPC's)	NSB Money Market	5,000.00	9,077.29
Check	12/21/2007	1170	DO/BLM	RE 12/5/07 (Error check also in HPC's)	Due (to) from Dan Delemas	-345.00	8,732.29
Check	12/21/2007	1171	ANS Financial	RE 12/5/07 (Error check also in HPC's)	Consulting	-3,330.00	5,399.29
Check	12/21/2007	1172	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-1,018.99	4,380.24
Check	12/21/2007	1173	Boilder Disposal Inc.	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-150.00	4,230.24
Check	12/21/2007	1174	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	Mortgage	173,897.76	188,127.00
Check	12/21/2007	1175	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Bank Service Charge	-46.24	188,080.76
Check	12/21/2007	1176	Boilder Disposal Inc.	RE 12/5/07 (Error check also in HPC's)	Contributions	180,000.00	368,080.76
Check	12/21/2007	1177	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-202.40	367,878.36
Check	12/21/2007	1178	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-12,400.00	355,478.36
Check	12/21/2007	1179	Smith Consulting Inc	RE 12/5/07 (Error check also in HPC's)	Contributions	10,000.00	365,478.36
Check	12/21/2007	1180	Nevada Power	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-2,880.18	362,598.18
Check	12/21/2007	1181	Eldorado Hills, LLC	RE 12/5/07 (Error check also in HPC's)	Consulting	-3,330.00	359,268.18
Check	12/21/2007	1182	Kaiser-Horn and Associates Inc	RE 12/5/07 (Error check also in HPC's)	NSB Money Market	5,106.99	364,375.17
Check	12/21/2007	1183	GO Environmental, LLC	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-3,560.13	360,815.04
Check	12/21/2007	1184	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	Due (to) from Dan Delemas	950.00	361,765.04
Check	12/21/2007	1185	Boilder Disposal Inc.	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-154.00	361,611.04
Check	12/21/2007	1186	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	NSB Money Market	-13,437.50	348,173.54
Check	12/21/2007	1187	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	15,000.00	363,173.54
Check	12/21/2007	1188	Nevada Power	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-262.37	362,911.17
Check	12/21/2007	1189	Remwood Consulting	RE 12/5/07 (Error check also in HPC's)	Gas & Electric	-1,403.46	361,507.71
Check	12/21/2007	1190	Nevada Water	RE 12/5/07 (Error check also in HPC's)	Undeposited Funds	1,120.00	362,627.71
Check	12/21/2007	1191	ANS Financial	RE 12/5/07 (Error check also in HPC's)	Undeposited Funds	15,000.00	377,627.71
Check	12/21/2007	1192	Desert Lakes Holdings, LLC	RE 12/5/07 (Error check also in HPC's)	Mortgage	-162,878.08	214,749.63
Check	12/21/2007	1193	Nevada Water	RE 12/5/07 (Error check also in HPC's)	Rental Income	5,000.00	219,749.63
Check	12/21/2007	1194	Go Global, Inc	RE 12/5/07 (Error check also in HPC's)	Accounts Receivable	15,000.00	234,749.63
Check	12/21/2007	1195	Boilder Disposal Inc.	RE 12/5/07 (Error check also in HPC's)	Contributions	165,000.00	400,749.63
Check	12/21/2007	1196	Clark County Treasurer	RE 12/5/07 (Error check also in HPC's)	Accounts Payable	-262.40	399,487.23

**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-028 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		Origi Singer	Acct Additional Insured	Liability	-103.40	53,508.70
Check	04/12/2008		Desert Lakes Holdings, LLC	Acct Additional Insured	Due (to) from Desert Lakes Hldg	48,808.08	102,316.78
Check	04/12/2008	1179	Go Global, Inc	Payment for Continental Ticket charged on GG Annex	Due (to) from Go Global	20,000.00	122,316.78
Deposit	04/14/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	-1,120.00	121,196.78
8/1 Pmt-Check	04/14/2008	1180	Builder Disposal Inc	Loan Pmt	Due (to) from Desert Lakes Hldg	75,838.08	197,034.86
8/1 Pmt-Check	04/15/2008	1181	LL Bradley & Company, LLC		Accounts Payable	-202.40	196,832.46
8/1 Pmt-Check	04/15/2008	EFT	LVVWD		Accounts Payable	-1,560.00	195,272.46
8/1 Pmt-Check	04/15/2008	EFT	Nevada Power		Accounts Payable	-228.44	195,044.02
Deposit	04/21/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	-1,388.84	193,655.18
Check	04/22/2008	1182	ANS Financial	Interest Pmt to Land 150000170	Accounts Payable	5,000.00	198,655.18
Deposit	04/28/2008		Homesite 2001, LLC	Temp Loan	Mortgage	-172,897.26	25,757.92
Check	05/02/2008		Go Global, Inc	Loan to cover interest payments	Due (to) from Homesite 2001	100,000.00	125,757.92
Check	05/02/2008	1183	Homesite 2001, LLC	Loan Payback	Go Global Note Payable @ 22%	100,000.00	25,757.92
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Homesite 2001	-100,000.00	3,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	8,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	13,510.25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	18,510.25
8/1 Pmt-Check	05/09/2008		Radio International	Loan Pmt	Due (to) from Desert Lakes Hldg	5,000.00	23,510.25
Deposit	05/14/2008		Desert Lakes Holdings, LLC	Loan Pmt	Accounts Payable	-7,988.50	15,521.75
Deposit	05/14/2008	EFT	Nevada Power	Warehouse Rental	Rental Income	2,000.00	17,521.75
8/1 Pmt-Check	05/15/2008	1184	Builder Disposal Inc		Accounts Payable	-1,259.98	16,261.77
8/1 Pmt-Check	05/19/2008	1185	Shiner Health Group		Accounts Payable	-202.48	16,059.29
8/1 Pmt-Check	05/23/2008	EFT	LVVWD		Accounts Payable	-950.00	15,109.29
Check	05/23/2008	1186	ANS Financial	Interest Pmt to Land 150000170	Accounts Payable	-185.54	14,923.75
Payment	05/27/2008	18174	Nevada Water		Mortgage	-168,387.67	-153,463.92
Deposit	05/29/2008		The Right Family 2004 Investment Tr	CC for ANS Interest Pmt	Accounts Receivable	15,000.00	-138,463.92
Deposit	05/29/2008		Go Global, Inc	CC for ANS Interest Pmt	Contributions	54,000.00	-84,463.92
Deposit	05/29/2008		Go Global, Inc	Loan to cover ANS Interest Pmt	Contributions	54,000.00	-30,463.92
Payment	05/30/2008	1058	Banwood Greening		Go Global Note Payable @ 22%	25,000.00	-55,463.92
8/1 Pmt-Check	06/05/2008	EFT	Nevada Power		Accounts Receivable	1,800.00	-53,663.92
8/1 Pmt-Check	06/05/2008	1187	Shiner Health Group		Accounts Payable	-1,259.87	-54,923.79
Deposit	06/12/2008		VTI Associates	Deposit	Accounts Payable	8,300.00	-46,623.79
8/1 Pmt-Check	06/16/2008	EFT	LVVWD		Rental Income	1,700.00	-44,923.79
8/1 Pmt-Check	06/16/2008	1188	Builder Disposal Inc		Accounts Payable	-415.82	-45,339.61
8/1 Pmt-Check	06/16/2008	1189	4/ Division of Environmental Protection	FDIC insured \$ = interest from ANS Closure	Accounts Payable	-202.44	-45,542.05
Deposit	06/16/2008		Clark County Auditor	Acct 117027-59	Accounts Payable	300.00	-45,242.05
Check	06/16/2008	1190	Clark County Auditor		Personal Property	100,151.08	54,900.03
Deposit	06/27/2008		The Right Family 2004 Investment Tr	CC to cover ANS Interest Payment	Contributions	-1,449.61	53,450.42
Deposit	06/27/2008		Go Global, Inc	CC for ANS Interest Payment	Contributions	34,000.00	87,450.42
Deposit	07/02/2008		Nevada Water	Deposit	Contributions	173,357.45	260,807.87
Check	07/02/2008	1191	FDIC as receiver for ANS Commercial	Interest Payment on old ANS Loan	Unexpended Funds	15,000.00	275,807.87
Deposit	07/03/2008		Desert Lakes Holdings, LLC	Deposit	Mortgage	-158,000.00	117,807.87
8/1 Pmt-Check	07/17/2008	EFT	LVVWD		Accounts Payable	73,870.00	191,677.87
8/1 Pmt-Check	07/17/2008	EFT	Nevada Power		Accounts Payable	577.53	192,255.40

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	88,186.03
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	LVVWD		Accounts Payable	-520.83	11,545.66
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	-520.00	8,736.07
Deposit	10/01/2008	1203	LVVWD		Accounts Payable	-808.91	8,427.16
Deposit	10/01/2008	1204	Bentwood Consulting	10% of Gross for June-2008 Rent	Unexpended Funds	2,830.00	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	-1,241.38	11,571.93
Check	10/27/2008	1204	LVVWD		Accounts Payable	-288.40	11,383.53
Check	10/27/2008	1204	Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00	61,383.53
Check	10/27/2008	1205	Go Global, Inc	Principal Payment to \$125K Loan	Accounts Payable	-50,000.00	11,383.53
Deposit	10/27/2008	1206	Kent Anderson	Use Global Note Payable @ 22%	Accounts Payable	-2,437.00	8,946.53
Check	10/27/2008	1206	Desert Lakes Holdings LLC	Loan Pymt	Accounts Payable	-10,000.00	13,946.53
Check	10/27/2008	1206	Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,000.00	16,946.53
Check	11/13/2008	1206	Go Global, Inc	Principal Payment to \$125K Loan	NSB Money Market	-15,000.00	1,946.53
Deposit	11/14/2008		LVVWD		Go Global Note Payable @ 22%	300.48	1,746.05
Check	11/20/2008	EFT	Bentwood Consulting	October-08 Rent	Rental Income	800.00	2,546.05
Check	12/10/2008	EFT	Nevada Power		Gas & Electric	-1,197.21	1,348.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Chavez	Uncategorized Expense	-1,387.84	0.00
Total NSB Checking							0.00
NSB Money Market							6.89
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	0081	Xfer to NSB Checking		NSB Checking	-300,000.00	1,000,066.96
Check	07/26/2007	0092	Loan to pay LOC		Go Global Loan @ 8.25%	-400,000.00	600,066.96
Deposit	07/27/2007		Interest		Interest Income	1,814.61	601,881.57
Check	08/14/2007	0093	Xfer to NSB Checking		NSB Checking	-160,000.00	441,881.57
Deposit	09/01/2007		Interest		Interest Income	1,990.39	443,871.96
Check	09/07/2007	0094	Xfer to NSB Checking		NSB Checking	-167,000.00	246,871.96
Check	09/26/2007		Interest		Interest Income	1,149.29	248,021.25
Check	10/05/2007	1001	Xfer to NSB Checking		NSB Checking	-200,000.00	48,021.25
Check	10/26/2007		Online Xfer to NSB Checking		NSB Checking	-8,000.00	40,021.25
Deposit	10/31/2007		Interest		Interest Income	467.36	40,488.63
Deposit	11/02/2007		Online Transfer		NSB Checking	20,000.00	20,488.63
Deposit	11/02/2007		Online Transfer		NSB Checking	-3,000.00	17,488.63
Check	11/05/2007		Online Xfer to NSB Checking		NSB Checking	-5,000.00	12,488.63

**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	NSB Checking	773.35		33,142.57
Check	01/01/2008			Interest Income	-3,142.57		30,000.00
Check	01/01/2008		Eldorado Hills, LLC	NSB Checking	106.89		30,106.89
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	-4,000.00		26,106.89
Check	02/26/2008		Eldorado Hills, LLC	Online Xfer	-4,106.99		22,000.00
Check	03/05/2008		Eldorado Hills, LLC	Online Xfer	67.56		22,067.56
Check	03/07/2008		Eldorado Hills, LLC	Interest	-13,000.00		9,067.56
Check	03/07/2008		Eldorado Hills, LLC	Interest Income		13.39	9,080.95
Check	05/30/2008			Interest Income	11.73		9,092.68
Check	06/03/2008			Interest Income	10.99		9,103.67
Check	07/31/2008			Interest Income	11.35		9,115.02
Check	08/04/2008		Eldorado Hills, LLC	Interest Income	11.38		9,126.40
Check	08/26/2008			NSB Checking	60,000.00		89,126.40
Check	09/02/2008			Interest Income	122.44		89,248.84
Check	10/12/2008	1002	Go Global, Inc	Interest Income	149.55		89,398.39
Check	10/27/2008		Eldorado Hills, LLC	Interest Payment on 5/02/08 loan @ 22% through 12/17/08 Global Note Payable @ 22%	-12,256.88		77,141.51
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	-50,000.00		27,141.51
Check	10/31/2008		Eldorado Hills, LLC	NSB Checking	-3,000.00		24,141.51
Check	10/31/2008			Service Charge	-10.00		24,131.51
Check	11/26/2008			Interest Income	115.60		24,247.11
Check	11/26/2008			Bank Service Charge	-10.00		24,237.11
Check	12/10/2008		Eldorado Hills, LLC	Interest Income	6.52		24,243.63
Check	12/10/2008			Uncategorized Expense	250.13		24,493.76
						0.00	24,493.76

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	Rental Income	10,500.00		28,125.00
Invoice	04/29/2007	16198	Nevada Water	Unexpended Funds	-17,625.00		10,500.00
Invoice	06/01/2007	102	Nevada Water	Unexpended Funds	-10,500.00		0.00
Invoice	06/01/2007	103	Nevada Water	Rental Income	15,000.00		15,000.00
Payment	06/07/2007	16071	Nevada Water	Rental Income	7,500.00		22,500.00
Invoice	06/07/2007	16071	Nevada Water	Unexpended Funds	-22,500.00		0.00
Invoice	10/01/2007	104	Bethwood Gunsmithing	Rental Income	800.00		800.00
Payment	10/24/2007	rem	Bethwood Gunsmithing	Rental Income	800.00		1,600.00
Payment	11/27/2007		Bethwood Gunsmithing	Unexpended Funds	-1,600.00		0.00
Invoice	12/01/2007	105	Bethwood Gunsmithing	Unexpended Funds	-400.00		400.00
Invoice	12/01/2007	106	Bethwood Gunsmithing	Rental Income	800.00		0.00
Payment	12/01/2007		Bethwood Gunsmithing	Rental Income	800.00		800.00
Invoice	01/01/2008	111	Bethwood Gunsmithing	Unexpended Funds	-800.00		0.00
Invoice	02/01/2008	112	Bethwood Gunsmithing	Rental Income	800.00		800.00

Account Bal

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	-16,000.00	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	-1,500.00	16,380.00
Payment	06/01/2008	116	Nevada Water		Rental Income	800.00	17,980.00
Payment	06/15/2008		Bentwood Consulting		Undeposited Funds	-15,000.00	2,980.00
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	-1,800.00	2,880.00
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	400.00	2,880.00
Total Accounts Receivable							0.00
Deposits for Closing							0.00
General Journal	05/17/2008	5	we Rought Family 200K Irrevocable Tru	EMD for purchase from Pan Metal Corporation (Paid w/rt	Capital	250,000.00	250,000.00
General Journal	03/17/2008	12	Nevada Title	EMD	Capital	250,000.00	500,000.00
Check	05/14/2008		Closing Funds		NSB Checking	30,000.00	530,000.00
Check	05/14/2008		Closing Funds		NSB Checking	5,150,000.00	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
General Journal	05/14/2008	13	Pan Metal Property Cleaning		Boulder Property	-5,150,000.00	0.00
Total Deposits for Closing							0.00
Due (to) from Other Party							0.00
Due (to) from Dan DeKmas							0.00
General Journal	10/17/2007		Office Depot	CD Jewel Cases	Office Supplies	-24.95	-24.95
General Journal	12/05/2007		Software King	Microsoft Project	Office Supplies	-174.97	-399.95
Check	12/10/2007	1148	Daniel DeKmas	RE: 12/5/07 & 11/29/07 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 DeKmas	RE: 11/29/08 Staff Expense Report	NSB Checking	345.00	0.00
General Journal	02/12/2008		Southwest Airline		Travel	-154.00	-154.00
Check	02/28/2008	1170	Daniel DeKmas	RE: 2/28/08 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 DeKmas	RE: 3/31/08 Staff Expense Report	NSB Checking	213.01	0.00
Total Due (to) from Dan DeKmas							0.00
Due (to) from Ritz Consulting							0.00
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
Total Due (to) from Ritz Consulting							0.00
Due (to) from Jared Smith							0.00
General Journal	12/10/2008	18		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	12/29/2006	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	Milage Expense	-35.60	-524.49
General Journal	01/05/2007	21		Gas Mlange to Gun Club	Milage Expense	-30.00	-554.49
General Journal	01/06/2007	27	USPS	Membership Mailings	Postage & Delivery	-55.94	-610.43
Check	01/12/2007	1022	Edgewise Investments, LLC	Temp Loan to cover opening of new account	NSB Checking	100.00	-510.43
General Journal	01/16/2007	26	NSCA	NSCA Membership	Dues & Subscriptions	-100.00	-610.43
General Journal	01/16/2007	29	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-630.43
General Journal	01/17/2007	28		Gas Mlange to Gun Club	Gas	-12.40	-642.83
General Journal	01/17/2007	30	Clark County	Fictitious Name Filing	Milage Expense	-35.60	-678.43
Check	01/18/2007	1026	Jared Smith	RE: 1/18/07 Staff Expense Report	NSB Checking	-20.00	-698.43
General Journal	07/09/2007		Artem Rantala	Rent for parking	Equipment Rental	998.50	-100.00
Check	07/17/2007	1083	Jared Smith	RE: Artem Rental & Receipts Due to Balance	Equipment Rental	-1,036.47	-1,036.47
General Journal	09/18/2007		Artem Rantala	Spolicalar for Warehouse clean up	NSB Checking	906.47	-130.00
Check	09/19/2007	1118	Jared Smith	RE: Artem Rental for Warehouse Clean Up	Equipment Rental	-892.37	-922.37
					NSB Checking	922.37	0.00
						0.00	0.00
Due (to) from Robert Ray						0.00	0.00
Deposit	29/12/2006		Robert Ray	Loan 35 @ 0.07 @ 20% per annum	NSB Checking	-500,000.00	-500,000.00
Check	09/15/2007	1065	Robert Ray	Payoff 341206 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	0.00
Due (to) from Summer Reliance						0.00	0.00
General Journal	04/12/2007		Temble Herbat	Gas	Gas	-49.75	-49.75
Check	05/14/2007	1054	Summer Reliance	RE: Staff Expense Report 5/4/07	NSB Checking	49.75	0.00
General Journal	07/13/2007		USPS	Stamp	Postage & Delivery	-41.00	-41.00
Check	07/13/2007	1086	Summer Reliance	RE: 7/13/07 Staff Expense Report	NSB Checking	-41.00	-82.00
Total Due (to) from Summer Reliance						0.00	0.00
Due (to) from Other Party - Other						0.00	0.00
Total Due (to) from Other Party - Other						0.00	0.00
Total Due (to) from Other Party						0.00	0.00
Due (to) from Related Party						0.00	0.00
Due (to) from Homestead 2001						0.00	0.00
Deposit	04/28/2006		Homestead 2001, LLC	Temp Loan	NSB Checking	-100,000.00	-100,000.00
Check	05/02/2006	1163	Homestead 2001, LLC	Loan Payback	NSB Checking	100,000.00	0.00
Total Due (to) from Homestead 2001						0.00	0.00
Due (to) from Desert Lakes Hldg						0.00	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 Osher	VOD RE: 1/2 of the costs	NSB Checking	0.00	100,000.00

Accredited! Bachelors

Total Due (to) from Co Global

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 PSp					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						0.00	0.00
Total Due (to) from Related Party - Other						0.00	0.00
Total Due (to) from Related Party						0.00	0.00
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		400,000.00
Deposit	08/29/2007		Go Global, Inc	Accrued interest @ 8.25%	2,841.87		397,158.13
Treasury	08/15/2007			Payoff Go Global Loan	-400,000.00		400,000.00
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		100,000.00
Total Gun Club Inventory					0.00		0.00
Investments						8.88	8.88
Total Investments						0.00	0.00
Undeposited Funds						8.88	8.88
Payment	03/09/2007	10061	Nevada Water	Accounts Receivable	17,625.00		17,625.00
Deposit	03/09/2007	10061	Nevada Water	Deposit	-17,625.00		0.00
Payment	04/25/2007	18188	Nevada Water	Accounts Receivable	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	Accounts Receivable	22,500.00		22,500.00
Deposit	06/27/2007	16271	Nevada Water	Deposit	-22,500.00		0.00
Payment	10/24/2007		Benwood Cummaring	Accounts Receivable	1,600.00		1,600.00
Deposit	10/24/2007		Benwood Cummaring	Deposit	-1,600.00		0.00
Payment	11/21/2007		Benwood Cummaring	Accounts Receivable	800.00		800.00
Deposit	11/21/2007		Benwood Cummaring	Deposit	-800.00		0.00
Payment	12/31/2007		Benwood Cummaring	Accounts Receivable	800.00		800.00
Deposit	01/09/2008		Benwood Cummaring	Deposit	-800.00		0.00
Payment	03/24/2008		Benwood Cummaring	Accounts Receivable	1,120.00		1,120.00
Deposit	03/24/2008	17925	Nevada Water	Deposit	-1,120.00		0.00
Payment	03/24/2008		Nevada Water	Accounts Receivable	15,000.00		15,000.00
Deposit	03/24/2008	17925	Nevada Water	Deposit	-15,000.00		0.00
Payment	08/15/2008		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	07/02/2016		Nevada Water	Deposit	NSB Checking	15,000.00	0.00
Payment	06/28/2016	1201	Barthwood Consulting		Accounts Receivable	1,600.00	1,600.00
Deposit	09/17/2016	1201	Barthwood Consulting	Deposit	NSB Checking	1,500.00	0.00
Payment	06/02/2016	1702	Barthwood Consulting	DLSC Recruit for Matt Bales Rent	Accounts Receivable	2,880.00	2,880.00
Deposit	10/01/2016	1702	Barthwood 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	09/14/2016	13		Plan Motel Property Closing	-SPLT-	22,000,000.00	22,000,000.00
General Journal	09/14/2016	13		Plan Motel Property Closing	Boulder Property	10,370.10	22,010,370.10
Deposit	09/22/2016		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	12/31/2016	LLB-06-2		Reverses	Closing Costs	15,307.00	15,307.00
General Journal	12/31/2016	LLB-06-4		Reverses	Legal Fees	10,500.00	25,807.00
General Journal	12/31/2016	LLB-06-7-2		Reverses	Closing Costs	647,288.00	872,995.00
General Journal	12/31/2016	LLB-06-7-3		Reverses	Appraisal Fees	7,500.00	880,495.00
						880,495.00	880,495.00
Total Closing Costs Boulder Property							
Improvements-Capitalized Costs							
General Journal	12/31/2016	LLB-06-5		Capitalize 266 Carrying Charges	-SPLT-	103,590.46	103,590.46
General Journal	12/31/2016	LLB-06-5-1		Capitalize Expenses	Engineering Expense	3,329,301.20	4,032,891.66
General Journal	12/31/2016	LLB-06-5-1		Do not capitalize expenses per Calcas and Sig	Mortgage	3,484,410.36	548,481.36
						548,481.36	548,481.36
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							
						0.00	0.00
						0.00	0.00
Real Consulting Inc	06/02/2016	254	Real Consulting Inc		Consulting	28,675.00	28,675.00
Star-Hanlon Group	06/02/2016	253648	Star-Hanlon Group		Engineering Expense	4,495.00	34,310.00
OGI Environmental, LLC	07/01/2016	E2006-175	OGI Environmental, LLC		Engineering Expense	10,950.00	45,300.00
WEG Design Inc	07/02/2016	0006457	WEG Design Inc		Engineering Expense	4,560.00	49,860.00
Star-Hanlon Group	07/01/2016	232676	Star-Hanlon Group		Engineering Expense	5,272.50	55,132.50
Secretary of State	08/17/2016	E018602005-6	Secretary of State	Annual Manager/Member Filing	Business Licenses & Fees	125.00	55,257.50
OGI Environmental, LLC	08/17/2016	1003	OGI Environmental, LLC	Annual Manager/Member Filing	NSB Checking	10,950.00	44,267.50
Secretary of State	08/17/2016	1001	Secretary of State	Annual Manager/Member Filing	NSB Checking	125.00	44,142.50
Star-Hanlon Group	08/17/2016	1002	Star-Hanlon Group		NSB Checking	4,495.00	39,647.50
Mercury LCO	08/17/2016	C240647	Mercury LCO		Printing & Reproduction	-11.15	39,636.35
Star-Hanlon Group	08/17/2016	232783	Star-Hanlon Group		Engineering Expense	6,800.00	46,436.35
Mercury LCO	09/06/2016	C236709	Mercury LCO		Printing & Reproduction	-11.77	46,424.58
Mercury LCO	09/06/2016	1004	Mercury LCO		NSB Checking	22.92	46,447.50
Real Consulting Inc	09/06/2016	1006	Real Consulting Inc		NSB Checking	20,675.00	-16,572.50

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	-7,153.98
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	-13.58	-13.58
Bill Pmt-Check	03/19/2009	1040	Mercury LDO		NSB Checking	23.27	-36.85
Bill	03/20/2009	C265523	Mercury LDO		Printing & Reproduction	-13.58	-50.43
Bill Pmt-Check	03/20/2009	1041	Mercury LDO		Printing & Reproduction	-105.97	-156.40
Bill	03/27/2009	2894183	Mercury LDO		NSB Checking	23.27	-133.13
Bill	04/07/2009		Kimley-Horn and Associates Inc		Engineering Expense	-6,564.00	-139,697.13
Bill	04/07/2009		LL Bradford & Company, LLC		Engineering Expense	-1,350.00	-141,047.13
Bill	04/16/2009		Pro-Flame Gas	VOID	Gas & Electric	0.00	-141,047.13
Bill	04/21/2009		Desert Lake Shopping Club		Meat & Entertainment	-260.00	-141,307.13
Bill Pmt-Check	04/26/2009	1046	Nevada Power		Gas & Electric	-370.64	-141,677.77
Bill Pmt-Check	04/26/2009	1048	Kimley-Horn and Associates Inc		NSB Checking	5,554.50	-136,123.27
Bill	04/28/2009	F2007-131	Mercury LDO		NSB Checking	105.97	-136,229.24
Bill	04/28/2009		OGS Environmental, LLC		Engineering Expense	-550.00	-136,779.24
Bill	04/28/2009		LWWO		Water	-528.82	-137,308.06
Bill	04/28/2009	318	Rest Consulting Inc		Consulting	59,500.00	-77,808.06
Bill Pmt-Check	04/30/2009	1053	OGS Environmental, LLC		NSB Checking	500.00	-78,308.06
Bill Pmt-Check	04/30/2009	1952	Rest Consulting Inc		NSB Checking	59,500.00	-137,808.06
Bill	04/30/2009	2942973	Kimley-Horn and Associates Inc		Engineering Expense	-2,572.68	-140,380.74
Bill	04/30/2009	233870	Starb-Hardin Group		Engineering Expense	7,000.00	-133,380.74
Bill	05/01/2009		Nevada Power		Gas & Electric	-171.63	-133,552.37
Bill	05/02/2009		NV Division of Environmental Protection		Engineering Expense	-300.00	-133,852.37
Bill Pmt-Check	05/15/2009	1056	Nevada Power		NSB Checking	558.62	-133,293.75
Bill Pmt-Check	05/15/2009	1059	Pro-Flame Gas	VOID	NSB Checking	370.64	-133,664.39
Bill Pmt-Check	05/15/2009	1061	Nevada Power		NSB Checking	0.00	-133,664.39
Bill Pmt-Check	05/17/2009	1063	NV Division of Environmental Protection		NSB Checking	171.63	-133,836.02
Bill Pmt-Check	05/21/2009	1065	Desert Lake Shopping Club		NSB Checking	300.00	-134,136.02
Bill Pmt-Check	05/21/2009	1064	LL Bradford & Company, LLC		NSB Checking	283.00	-134,419.02
Bill Pmt-Check	05/24/2009	1067	Kimley-Horn and Associates Inc		NSB Checking	1,350.00	-135,769.02
Bill	05/26/2009		LWWO		NSB Checking	2,572.68	-138,341.70
Bill	05/27/2009		Nevada Power		Gas & Electric	-6,554.74	-144,896.44
Bill	05/31/2009	233915	Starb-Hardin Group		Engineering Expense	-1,062.29	-145,958.73
Bill	05/31/2009	2680307	Kimley-Horn and Associates Inc		Engineering Expense	-2,870.00	-148,828.73
Bill Pmt-Check	06/12/2009	1077	LWWO		Engineering Expense	-25,240.95	-174,069.68
Bill Pmt-Check	06/12/2009	1079	Starb-Hardin Group		NSB Checking	5,534.74	-168,534.94
Bill Pmt-Check	06/16/2009	FF1	Nevada Power		NSB Checking	7,000.00	-165,534.94
Bill	06/26/2009		LWWO		NSB Checking	1,862.26	-167,397.20
					Water	-371.42	-167,768.62

**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	07/03/2007	273291	Alkaste Fire Equipment		Rentals	-1,804.88	-104,370.66
Bill Pmt - Check	07/13/2007	1085	Alkaste Fire Equipment		NSB Checking	1,694.68	-102,685.98
Bill Pmt - Check	07/13/2007	1089	Boyd Consulting, LLC		NSB Checking	2,002.00	-100,683.98
Bill Pmt - Check	07/13/2007	1090	Kinley-Horn and Associates Inc		NSB Checking	25,246.09	-75,444.83
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	-18,503.41
Bill	07/17/2007	230745	Serra Agency, LLC		Marketing Expense	45,000.00	-18,503.41
Bill Pmt - Check	07/17/2007	1095	Serra Agency, LLC		NSB Checking	65,000.00	-15,493.41
Bill Pmt - Check	07/18/2007	577	Nevada Power		NSB Checking	1,404.46	-15,493.01
Bill	07/25/2007		Clark County Treasurer	11/07-500008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-27,913.26
Bill	07/25/2007		Clark County Treasurer	11/07-500008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-40,333.51
Bill	07/25/2007		Clark County Treasurer	11/07-500008 Property Tax - Parcel# 189-11-002-001	Property	-17,420.95	-57,754.46
Bill	07/25/2007	1100	Clark County Treasurer	11/07-500008 Property Tax - Parcel# 189-11-002-001	Property	-12,420.25	-70,174.71
Bill Pmt - Check	07/25/2007	1100	Clark County Treasurer		NSB Checking	12,420.25	-57,754.46
Bill Pmt - Check	07/25/2007	1098	Kinley-Horn and Associates Inc		NSB Checking	13,021.91	-38,728.05
Bill Pmt - Check	07/25/2007	1097	Slater Hardin Group		NSB Checking	2,467.90	-37,760.55
Bill	07/26/2007		LVMWD		Water	-433.91	-38,194.46
Bill	07/27/2007	0038259	VRG Design Inc		Engineering Expense	-2,500.00	-40,694.46
Bill	07/31/2007		Nevada Power		Gas & Electric	-2,441.61	-43,136.27
Bill	07/31/2007	0784229	Mercury LDO		Printing & Reproduction	-5.39	-43,041.66
Bill	07/31/2007	03007248	OG Environmental, LLC		Engineering Expense	-1,631.15	-44,672.81
Bill	07/31/2007	3058174	Kinley-Horn and Associates Inc		Engineering Expense	-4,263.84	-50,936.65
Bill	07/31/2007	234304	Slater Hardin Group		Engineering Expense	-18,185.00	-69,141.45
Bill Pmt - Check	08/11/2007	1104	Mercury LDO		NSB Checking	5.39	-69,136.06
Bill Pmt - Check	08/11/2007	1106	Nevada Power		NSB Checking	2,441.61	-66,694.26
Bill Pmt - Check	08/11/2007	1105	CGI Environmental, LLC		NSB Checking	1,631.15	-68,325.10
Bill Pmt - Check	08/11/2007	1105	VRG Design Inc		NSB Checking	2,500.00	-70,825.10
Bill	08/13/2007	3122016	Kinley-Horn and Associates Inc		Engineering Expense	2,396.88	-68,428.22
Bill	08/16/2007	0288346	Mercury LDO		Printing & Reproduction	-30.36	-68,458.58
Bill Pmt - Check	08/20/2007	EFT	LVMWD		NSB Checking	833.91	-67,624.67
Bill	08/24/2007		LVMWD		Water	-593.79	-68,218.46
Bill	08/30/2007	1568	Slater A-Lot		Engineering Expense	-5,604.47	-73,822.93
Bill	08/30/2007		Kent Anderson		Cleaning & Janitorial	-5,250.00	-79,072.93
Bill	08/30/2007		Nevada Power		Gas & Electric	-1,804.96	-80,877.89
Bill	09/01/2007	234342	Slater Hardin Group		Engineering Expense	-7,710.00	-88,587.89
Bill	09/01/2007	234343	Slater Hardin Group		Engineering Expense	-997.50	-89,585.39
Bill	09/01/2007	0038805	VRG Design Inc		Engineering Expense	-1,350.00	-90,935.39
Bill	09/01/2007		Boulder Chiropractic Inc		Waste Management	-748.97	-91,684.36
Bill	09/01/2007		Kent Anderson		NSB Checking	5,250.00	-86,434.36
Bill Pmt - Check	09/05/2007	1112	Kinley-Horn and Associates Inc		NSB Checking	6,250.00	-80,184.36
Bill Pmt - Check	09/05/2007	1113	Mercury LDO		NSB Checking	20.36	-80,204.72
Bill Pmt - Check	09/05/2007	1111	Slater Hardin Group		NSB Checking	15,185.30	-95,390.02
Bill Pmt - Check	09/05/2007	1114	Slater A-Lot		NSB Checking	5,604.47	-101,000.00
Bill	09/10/2007	0700001825454	State of Nevada AR Payments		Business License & Fees	-100.00	-101,100.00
Bill Pmt - Check	09/17/2007	EFT	Nevada Power		NSB Checking	1,808.96	-99,291.04

**Eldorado Hills, LLC
General Ledger**

Type	Date	Num	Name	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	NSB Checking	12,420.25	-50,534.65
Bill Print-Check	08/24/2007	1119	Kinney-Horn and Associates Inc	NSB Checking	2,966.98	-53,501.63
Bill	09/25/2007		LWWO	Water	-438.72	-53,940.35
Bill	09/27/2007	2007-3275	Owens Geotechnical, Inc	Engineering Expense	-8,150.00	-62,090.35
Bill	09/29/2007		Nevada Power	Gas & Electric	-1,622.77	-63,713.12
Bill	09/30/2007	057033027	Applied Analysis	Consulting	-8,225.00	-71,938.12
Bill	09/30/2007	234451	Sklar Hamilton Group	Engineering Expense	-1,807.49	-73,745.61
Bill	09/30/2007	234538	Sklar Hamilton Group	Engineering Expense	-59,609.76	-133,355.37
Bill	09/30/2007	234459	Sklar Hamilton Group	Engineering Expense	12,742.50	-120,612.87
Bill	09/30/2007	234458	Sklar Hamilton Group	Engineering Expense	9,465.00	-111,147.87
Bill	09/30/2007	316384	Kinney-Horn and Associates Inc	Engineering Expense	7,732.50	-103,415.37
Bill Print-Check	10/05/2007	1122	Owens Geotechnical, Inc	Engineering Expense	-500.28	-103,915.65
Bill Print-Check	10/05/2007	1123	Owens Geotechnical, Inc	Engineering Expense	2,400.00	-101,515.65
Bill Print-Check	10/05/2007	1124	Sklar Hamilton Group	NSB Checking	8,707.50	-92,808.15
Bill Print-Check	10/05/2007	1125	State of Nevada AR Payments	NSB Checking	100.00	-92,908.15
Bill	10/06/2007	C29747	WRG Design Inc	NSB Checking	1,350.00	-94,258.15
Bill	10/10/2007	1126	Mercury LDO	Printing & Reproduction	-118.37	-94,376.52
Bill	10/10/2007	821043	Pro-Frame Gas	NSB Checking	118.37	-94,258.15
Bill Print-Check	10/17/2007	EFT	Nevada Power	Gas & Electric	44.63	-94,203.52
Bill Print-Check	10/18/2007	1128	Applied Analysis	NSB Checking	1,622.77	-95,826.29
Bill Print-Check	10/22/2007	EFT	LWWO	NSB Checking	9,225.00	-86,601.29
Bill Print-Check	10/25/2007	1132	Boulder Disposal Inc	NSB Checking	538.72	-87,139.99
Bill Print-Check	10/25/2007	1133	Pro-Frame Gas	NSB Checking	749.97	-87,889.96
Bill	10/25/2007		LWWO	NSB Checking	64.65	-87,954.61
Bill	10/26/2007		Nevada Power	Water	-1,863.39	-89,818.00
Bill Print-Check	10/31/2007	1134	Kinney-Horn and Associates Inc	Gas & Electric	-1,420.50	-91,238.50
Bill Print-Check	10/31/2007	1135	Sklar Hamilton Group	NSB Checking	900.26	-90,338.24
Bill	10/31/2007		Boulder Disposal Inc	NCH Checking	-36,279.19	-126,617.43
Bill	10/31/2007		Boyd Consulting, LLC	Waste Management	469.88	-126,147.55
Bill	10/31/2007	724670	Sklar Hamilton Group	Consulting	-400.00	-126,547.55
Bill	10/31/2007	057103107	Applied Analysis	Engineering Expense	-1,502.50	-128,050.05
Bill	10/31/2007	3254465	Kinney-Horn and Associates Inc	Consulting	-5,650.00	-133,700.05
Bill Print-Check	11/05/2007	EFT	Boulder Disposal Inc	Engineering Expense	-521.36	-134,221.41
Bill Print-Check	11/05/2007	EFT	Nevada Power	NSB Checking	495.88	-133,725.53
Bill Print-Check	11/06/2007	1142	Boyd Consulting, LLC	NSB Checking	1,420.50	-132,305.03
Bill Print-Check	11/09/2007	EFT	LWWO	NSB Checking	500.00	-132,805.03
Bill Print-Check	11/21/2007	00298	Owens Geotechnical, Inc	NSB Checking	1,668.39	-130,136.64
Bill	11/27/2007		LWWO	NSB Money Market	8,150.00	-121,986.64
Bill	11/30/2007		Boulder Disposal Inc	Water	-483.33	-122,470.00
Bill	11/30/2007	3243912	Kinney-Horn and Associates Inc	Waste Management	-248.99	-122,718.99
Bill Print-Check	12/10/2007	1146	Applied Analysis	Engineering Expense	-203.50	-122,922.49
Bill Print-Check	12/10/2007	1144	Boulder Disposal Inc	NSB Checking	5,650.00	-117,272.49
Bill Print-Check	12/10/2007	1145	Kinney-Horn and Associates Inc	NSB Checking	249.99	-117,522.48
Bill Print-Check	12/10/2007	1147	Sklar Hamilton Group	NSB Checking	321.38	-117,843.86
Bill	12/12/2007	2007-4125	Owens Geotechnical, Inc	Engineering Expense	1,552.50	-116,291.36
Bill	12/15/2007		Nevada Power	Gas & Electric	-1,243.33	-117,534.69
Bill	12/17/2007	2007-4188	Owens Geotechnical, Inc	Engineering Expense	-24,500.00	-142,034.69
Bill	12/17/2007	07000950175	State of Nevada AR Payments	Engineering Expense	-100.00	-142,134.69
Bill Print-Check	12/24/2007	EFT	LWWO	Business License for Eldorado Hills, LLC for Period End	469.38	-142,604.07

**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		LWWVO		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	40080100001	Omnia Geotechnical, Inc.		Engineering Expense	-8,127.50	-35,373.38
Bal	01/10/2008	1156	Mabo International		Marketing Expense	-7,206.50	-42,579.88
Bal Print-Check	01/11/2008		Clark County Treasurer	11/07-000008 Property Tax - Parcel# 189-11-002-001	NBS Checking	-30,950.63	-73,530.51
Bal Print-Check	01/14/2008	103123-A	Mabo International	Wine Transfer	NBS Checking	7,096.50	-66,434.01
Bal	01/16/2008	1157	RUSHOURGRAFFTC		Marketing Expense	-1,500.00	-67,934.01
Bal Print-Check	01/17/2008	EFT	LWWVO		NBS Checking	1,300.00	-66,634.01
Bal Print-Check	01/22/2008	1158	Boulder Disposal Inc.		NBS Checking	462.09	-66,171.92
Bal Print-Check	01/25/2008	1159	Omnia Geotechnical, Inc.	Ongoing NDOT Coordination	NBS Checking	240.09	-65,931.83
Bal Print-Check	01/25/2008	1160	Omnia Geotechnical, Inc.	Collect Services for Rinker Quarry Site	NBS Checking	283.50	-65,648.33
Bal	01/26/2008		LWWVO		NBS Checking	8,127.50	-73,775.83
Bal	01/29/2008		Nevada Power		Water	-1,018.09	-74,793.92
Bal	01/31/2008		Boulder Disposal Inc.		Gas & Electric	-1,507.18	-76,301.10
Bal	01/31/2008	3322376	Kumey-Horn and Associates Inc.		Waste Management	-502.40	-76,803.50
Bal	02/01/2008		Kent Anderson		Engineering Expense	-3,315.36	-79,918.86
Bal	02/01/2008		DOIRLM		Cleaning & Janitorial	-13,417.50	-93,336.36
Bal	02/19/2008	200802-084	LWWVO		Rem	-150.05	-93,486.41
Bal Print-Check	02/21/2008	EFT	LWWVO		NBS Checking	1,018.09	-92,468.32
Bal Print-Check	02/21/2008	1160	DOIRLM		NBS Checking	150.05	-92,318.27
Bal	02/21/2008	3303406	Kumey-Horn and Associates Inc.		Engineering Expense	-267.75	-92,586.02
Bal Print-Check	02/23/2008	1161	Boulder Disposal Inc.		NBS Checking	292.49	-92,878.51
Bal Print-Check	02/23/2008	1168	Clark County Treasurer	11/07-000008 Property Tax - Parcel# 189-11-002-001	NBS Checking	12,432.25	-105,310.76
Bal Print-Check	02/26/2008	EFT	Nevada Power		NBS Checking	2,860.18	-108,170.94
Bal	02/26/2008		LWWVO		Water	-363.37	-108,534.31
Bal	02/26/2008	5208465	OGI Environmental, LLC		Engineering Expense	-460.00	-108,994.31
Bal Print-Check	02/29/2008	1168	Kumey-Horn and Associates Inc.		NBS Checking	3,503.19	-112,497.50
Bal Print-Check	02/29/2008	1169	OGI Environmental, LLC		NBS Checking	550.05	-113,047.55
Bal	02/29/2008		Byrd Consulting, LLC	Meeting w/PS and SLM	Consulting	1,125.00	-114,172.55
Bal	02/29/2008	280038	Sklar-Hartman Group		Engineering Expense	-550.00	-114,722.55
Bal	02/29/2008	280038	Sklar-Hartman Group		Engineering Expense	9,338.00	-105,384.55
Bal	03/03/2008	1172	Kent Anderson		NBS Checking	13,437.50	-91,947.05
Bal	03/03/2008		Boulder Disposal Inc.		Waste Management	-282.49	-92,229.54
Bal	03/14/2008	5889	AMTI		Engineering Expense	-9,100.00	-101,329.54
Bal Print-Check	03/17/2008	EFT	LWWVO		NBS Checking	262.37	-101,591.91
Bal	03/26/2008	3394574	Kumey-Horn and Associates Inc.		Engineering Expense	-309.65	-101,901.56
Bal	03/26/2008		LWWVO		Water	-228.44	-102,130.00
Bal	03/28/2008		Nevada Power		Gas & Electric	-1,381.64	-103,511.64
Bal Print-Check	03/31/2008	1175	Boulder Disposal Inc.		NBS Checking	292.49	-103,804.13
Bal Print-Check	03/31/2008	1176	Byrd Consulting, LLC	Meeting w/PS and SLM	NBS Checking	1,175.00	-104,979.13
Bal Print-Check	03/31/2008	1174	Kumey-Horn and Associates Inc.		NBS Checking	369.66	-105,348.79
Bal Print-Check	03/31/2008	1178	AMTI		NBS Checking	9,100.00	-114,448.79
Bal	04/01/2008		Boulder Disposal Inc.		Waste Management	-282.49	-114,731.28
Bal	04/02/2008	40080408501	Mabo International		Marketing Expense	-7,995.50	-122,726.78
Bal	04/11/2008		LL Bradford & Company, LLC		Accounting	-1,500.00	-124,226.78
Bal Print-Check	04/14/2008	1180	Boulder Disposal Inc.		NBS Checking	292.49	-124,519.27
Bal Print-Check	04/14/2008	1181	LL Bradford & Company, LLC		NBS Checking	1,500.00	-126,019.27

**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	Starz Hardas 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	-382.49	-5,981.78
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	-6,281.78
Bill Print-Check	06/05/2008	EFT	Nevada Power		NSB Checking	1,259.87	-5,021.91
Bill Print-Check	06/05/2008	1187	Starz Hardas Group		NSB Checking	9,339.00	4,317.09
Bill Print-Check	06/16/2008	EFT	LWWO		NSB Checking	416.92	4,734.01
Bill Print-Check	06/16/2008	1188	Boulder Disposal Inc		NSB Checking	262.49	4,471.52
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	4,171.52
Bill	06/19/2008		Karr Anderson		Cleaning & Janitorial	-1,750.00	2,421.52
Bill	06/26/2008		LWWO		Water	-577.53	1,843.99
Bill	06/26/2008		Nevada Power		Gas & Electric	-1,326.80	517.19
Bill	06/30/2008		Boulder Disposal Inc.	Customer# 30-89 0	Waste Management	-322.49	194.70
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-13,219.17
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-26,633.04
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-48,520.41	-75,153.45
Bill	07/01/2008		Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.87	-88,567.32
Bill Print-Check	07/17/2008	EFT	LWWO		NSB Checking	577.53	-87,989.79
Bill Print-Check	07/17/2008	EFT	Nevada Power		NSB Checking	1,259.80	-86,730.99
Bill Print-Check	07/21/2008	1192	AMT		NSB Checking	3,900.00	-82,830.99
Bill Print-Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	262.49	-83,093.48
Bill	07/21/2008	1193	FedEx		NSB Checking	40.98	-83,134.46
Bill	07/25/2008		LWWO		Water	-523.83	-83,658.29
Bill	07/30/2008		Nevada Power		Gas & Electric	-1,417.28	-85,075.57
Bill	07/31/2008		Boulder Disposal Inc	Customer# 30-89 0	Waste Management	-373.29	-85,448.86
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	-72,034.99
Bill	08/04/2008		State of Nevada Business License Renewal		Business Licenses & Fees	-100.00	-72,134.99
Bill Print-Check	08/05/2008	410	Ried Consulting Inc		NSB Checking	100.00	-72,234.99
Bill	08/05/2008		Karr Anderson		Engineering Expense	2,015.00	-70,219.99
Bill	08/05/2008		Boulder Disposal Inc.	Customer# 30-89 0	Cleaning & Janitorial	-487.00	-70,706.99
Bill Print-Check	08/11/2008	1198	Ried Consulting Inc.		NSB Checking	273.29	-70,980.28
Bill Print-Check	08/12/2008	1199	LWWO		NSB Checking	2,015.00	-68,965.28
Bill Print-Check	08/13/2008	EFT	Nevada Power		NSB Checking	523.83	-69,489.11
Bill	08/15/2008		LWWO		NSB Checking	1,417.28	-70,906.39
Bill	08/25/2008		Nevada Power		Water	-408.81	-71,315.20
Bill	08/29/2008		Nevada Power		Gas & Electric	-1,519.02	-72,834.22
Bill	08/29/2008		Boulder Disposal Inc	Customer# 30-89 0	Waste Management	-273.29	-73,107.51
Bill	08/31/2008		State of Nevada Business License Renewal	Customer# 010-106567248	Business Licenses & Fees	-100.00	-73,207.51
Bill Print-Check	08/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	NSB Checking	273.29	-73,480.80

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	09/18/2008	420	Int of Nevada Business License Renew License 215 1005607368		NSB Checking	100.00	-43,485.52
Bill Pmt-Check	09/18/2008	1202	React Consulting Inc		Engineering Expense	-500.00	-44,085.52
Bill Pmt-Check	09/19/2008		LIVMO		NSB Checking	806.81	-43,485.52
Bill	09/23/2008		LIVMO		NSB Checking	-289.40	-43,774.91
Bill	09/27/2008		Nevada Power		Water	-1,241.30	-45,016.21
Bill Pmt-Check	10/01/2008	1203	Clark County Treasurer	71,036-603008 Property Tax - Parcel# 189-11-002-001	Gas & Electric	13,413.87	-58,430.07
Bill Pmt-Check	10/16/2008		Nevada Power		NSB Checking	1,341.38	-59,771.45
Bill Pmt-Check	10/20/2008		LIVMO		NSB Checking	289.40	-60,060.85
Bill Pmt-Check	10/27/2008	1205	Kent Anderson		NSB Checking	2,437.00	-62,497.85
Total Accounts Payable							-62,497.85
Go Global Note Payable @ 22%							8.80
Deposit	08/02/2008		Go Global, Inc	Loan to cover interest payments	NSB Checking	-100,000.00	-100,000.00
Deposit	08/29/2008		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
Check	10/17/2008	1204	Go Global, Inc	Accumulated Interest through 10/17/08	Interest Expense	-12,250.00	-125,000.00
Check	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		Desert Lakes Holdings LLC	Principal Payment to \$125K Loan	NSB Checking	15,000.00	-55,000.00
General Journal	10/27/2008	118-482-07-8	Go Global, Inc	GO to carry remainder of loan balance directly with DLSDue to) from Desert Lease Hldg	NSB Checking	22,637.75	-32,362.25
Total Go Global Note Payable @ 22%							-32,362.25
Alliance Mortgage Note							8.80
General Journal	08/14/2008	13	Pay Metal Property Closing		Boulder Property	16,500,000.00	16,500,000.00
General Journal	09/29/2007		ANB Financial Refinance		Closing Costs	17,059,370.82	33,559,370.82
General Journal	09/29/2007		Interest from 5/1/07-5/29/07 paid with ANB Refinance		Mortgage	-146,969.25	33,412,401.57
General Journal	09/29/2007		Deferred Points Principal Balance paid with ANB Refinance		Loan Fees	-412,500.00	32,999,901.57
General Journal	09/29/2007		Interest on 412.5K from 4/14/05 paid with ANB Refinance		Loan Interest	-4,258.32	32,995,643.25
General Journal	09/29/2007		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	09/29/2007		Administrative & Demand Fee paid with ANB Refinance		Closing Costs	-275.00	33,026,629.50
Total Alliance Mortgage Note							33,026,629.50
ANB Financial Loan							8.80
General Journal	05/29/2007		ANB Financial Refinance		Closing Costs	-21,000,000.00	-21,000,000.00
Transfer	06/10/2008		FDCI paid w/ hold for credit to loan later		Pulsar Bank MMA	500,000.00	-20,499,999.40
Total ANB Financial Loan							-20,499,999.40
Payroll Liabilities							8.80
Total Payroll Liabilities							8.80
Capital Accounts							8.80
Antonio Nevada, LLC							8.80
Capital							8.80
Total Capital							8.80
Contributions							8.80
Total Contributions							8.80

Account Balances

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
Antone 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
	Deposit	01/22/2007		Eldorado Investments, LLC	Capital Contribution	NSB Checking	-50,000.00	-50,000.00
Total Contributions							-50,000.00	-50,000.00
Distributions								8.89
Total Distributions								0.00
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							-50,000.00	-50,000.00
Go Global, Inc.								8.89
Capital								8.89
	General Journal	09/15/2005	1	Secretary of State	GG paid SOS-Attorney 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	Deposits for Closing	-125.00	-325.00
	General Journal	03/17/2006	5	Regen Family 2004 Irrevocable Trust	GG paid 2005-Initial List of Members Filing Fee	Deposits for Closing	-250,000.00	-550,325.00
	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	-552,825.00
	General Journal	05/02/2006	4	VRG Design Inc.	ALTA Survey	Engineering Expense	-1,000.00	-553,825.00
	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	-557,625.00
	General Journal	06/22/2006	7	Direct Biogroup	Inv# 1000319 PSA for Eldorado Hills paid by GG-NSB Chk	Legal Fees	-1,000.00	-558,625.00
	General Journal	06/28/2006	8	Loiret Lawyer & Coline	Inv# 200595 paid by GG-NSB Check# 1108	Legal Fees	-4,202.50	-562,827.50
	General Journal	06/28/2006	9	VRG Design Inc.	Inv# 0029452 paid by GG-NSB Check# 1106	Engineering Expense	-7,320.00	-570,147.50
	General Journal	06/28/2006	10	Direct Biogroup	Inv# 1000368 paid by GG-NSB Check# 1107	Legal Fees	-9,272.00	-579,419.50
	Deposit	08/10/2006		Go Global, Inc.	CC to open new NSB checking account	NSB Checking	-10,000.00	-589,419.50
	Deposit	08/10/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	-15,000.00	-604,419.50
Total Capital							-604,419.50	-604,419.50
Contributions								8.89
	Deposit	05/20/2006		Jared Smith	Initial Investment	NSB Checking	50,000.00	-554,419.50

**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	-80,000.00
Deposit	09/11/2006		Chase Disrupt	Initial Investment	NBS Checking	-50,000.00	-130,000.00
Deposit	09/12/2006		Eric Field	Advance from GO NBS LLC for closing	NBS Checking	-50,000.00	-180,000.00
Deposit	09/12/2006		Go Global, Inc.	CC Cover Alliance Interest Payment	NBS Checking	-50,000.00	-230,000.00
Deposit	01/01/2007		Go Global, Inc.	CC Payback RG loan	NBS Checking	-50,000.00	-280,000.00
Deposit	01/01/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Paymts	NBS Checking	-120,000.00	-400,000.00
Deposit	03/06/2007		Go Global, Inc.	CC Cover Appraisal Fee	NBS Checking	-8,000.00	-408,000.00
Deposit	04/06/2007		Go Global, Inc.	CC to cover 1/2 of Alliance Interest Paymt	NBS Checking	-8,000.00	-416,000.00
Deposit	04/06/2007		Go Global, Inc.	CC To cover interest expense	NBS Checking	-200,000.00	-616,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover Robert Ray Payback	NBS Checking	-200,000.00	-816,000.00
Deposit	05/15/2007		Go Global, Inc.	CC Cover PSP Payment	NBS Checking	-200,000.00	-1,016,000.00
Deposit	05/24/2007		Go Global, Inc.	CC Cover PSP Pymt	NBS Checking	-10,000.00	-1,026,000.00
Deposit	08/12/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	NBS Checking	-3,000.00	-1,029,000.00
Deposit	11/01/2007		Go Global, Inc.	CC to cover Nov ANB Interest Paymt	NBS Checking	-2,230,000.00	-4,059,000.00
Deposit	11/01/2007		Go Global, Inc.	CC Cover Expenses	NBS Checking	-174,000.00	-4,233,000.00
Deposit	12/01/2007		Go Global, Inc.	CC Cover ANB Interest Payment	NBS Checking	-5,000.00	-4,238,000.00
Deposit	12/01/2007		Go Global, Inc.	CC Cover Engineering Expenses	NBS Checking	-4,400,000.00	-8,638,000.00
Deposit	01/01/2008		Go Global, Inc.	Loan to cover expenses	NBS Checking	-25,000.00	-8,663,000.00
Deposit	02/22/2008		Go Global, Inc.	Loan to cover ANB Interest Paymt	NBS Checking	-20,000.00	-8,683,000.00
Deposit	02/22/2008		Go Global, Inc.	Loan to cover property tax	NBS Checking	-180,000.00	-8,863,000.00
Deposit	02/22/2008		Go Global, Inc.	Loan to cover interest payments	NBS Checking	-10,000.00	-8,873,000.00
Deposit	02/26/2008		Go Global, Inc.	CC to ANB Interest Paymt	NBS Checking	-188,000.00	-9,061,000.00
Deposit	05/29/2008		Go Global, Inc.	CC for ANB Interest Payment	NBS Checking	-54,000.00	-9,115,000.00
Deposit	06/27/2008		Go Global, Inc.	Deposit	NBS Checking	-34,000.00	-9,149,000.00
Deposit	07/05/2008		Go Global, Inc.	Deposit	NBS Checking	-73,870.00	-9,222,870.00
						-4,973,870.00	
Total Contributions							
Distributions							
General Journal	12/31/2008	118-005-3		Reverses	Interest Expense	643,499.94	0.00
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 Lanes 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	0.00
Deposit	05/15/2007		Ray Family Trust	Deposit	Due (to) from Robert Ray	-230,561.60	0.00
						-230,561.60	0.00
Total Capital							
Contributions							
Total Contributions							
Total Go Global, Inc.							
Ray Family Trust							
Capital							
Total Capital							
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							-4,576,416.16	-4,576,416.16
Opening Bal Equity								0.00
Total Opening Bal Equity								0.00
Retained Earnings							325.00	325.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

	Type	Date	Num	Name	Reclass	Item	Split	Amount	Balance
	General Journal	01/01/2008	118-000-1						
	Closing Entry	12/31/2008						-325.00	0.00
	Closing Entry	12/31/2007						-41,616.31	41,616.31
	Closing Entry	12/31/2006						2276,059.86	2317,676.17
	Closing Entry	12/31/2005						1,076,627.69	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	3,394,305.86
Total Retained Earnings									
Commission Income								8.89	8.89
Total Commission Income								0.00	0.00
Consulting Fee Income								8.89	8.89
Total Consulting Fee Income								0.00	0.00
Gifts Received								8.89	8.89
Total Gifts Received								0.00	0.00
Miscellaneous Income								8.89	8.89
Total Miscellaneous Income								0.00	0.00
Rental Income								8.89	8.89
Total Rental Income								0.00	0.00
Rent								8.89	8.89
Total Rent								0.00	0.00
Appraisal Fees								8.89	8.89
Total Appraisal Fees								0.00	0.00
Automobile Expense								8.89	8.89
Gas								8.89	8.89
Total Gas								0.00	0.00
Automobile Expense - Other								8.89	8.89
Total Automobile Expense - Other								0.00	0.00
Total Automobile Expense								0.00	0.00
Bank Service Charge								8.89	8.89
Total Bank Service Charge								0.00	0.00
Business License & Fees								8.89	8.89
Total Business License & Fees								0.00	0.00
Charitable Donations								8.89	8.89
Total Charitable Donations								0.00	0.00
Closing Costs								8.89	8.89

Actual Basis
Eldorado Hills, LLC
General Ledger

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	0.00
			Total Maintenance Expense			0.00	0.00
			Mileage Expense			0.00	0.00
			Total Mileage Expense			0.00	0.00
			Miscellaneous Expense			0.00	0.00
			Total Miscellaneous Expense			0.00	0.00
			Office Expense			0.00	0.00
			Office Supplies			0.00	0.00
			Total Office Supplies			0.00	0.00
			Postage & Delivery			0.00	0.00
			Total Postage & Delivery			0.00	0.00
			Printing & Reproduction			0.00	0.00
			Total Printing & Reproduction			0.00	0.00
			Office Expense - Other			0.00	0.00
			Total Office Expense - Other			0.00	0.00
			Total Office Expense			0.00	0.00
			Payroll Expenses			0.00	0.00
			Total Payroll Expenses			0.00	0.00
			Professional Fees			0.00	0.00
			Accounting			0.00	0.00
			Total Accounting			0.00	0.00
			Consulting			0.00	0.00
			Total Consulting			0.00	0.00
			Legal Fees			0.00	0.00
			Total Legal Fees			0.00	0.00
			Professional Fees - Other			0.00	0.00
			Total Professional Fees - Other			0.00	0.00
			Total Professional Fees			0.00	0.00
			Taxes			0.00	0.00
			Federal			0.00	0.00
			Total Federal			0.00	0.00
			Personal Property			0.00	0.00
			Total Personal Property			0.00	0.00

Eldorado Hills, LLC
General Ledger

Actual Basis	Type	Date	Num	Name	Narr	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			
1	CERTIFICATE OF DEPONENT			1	Errata Sheet		
2	PAGE	LINE	CHANGE REASON	2			
3				3	NAME OF CASE: Huerta, Carlos, et al. vs Rogich, Sig, et al.		
4				4	DATE OF DEPOSITION: 05/02/2018		
5				5	NAME OF WITNESS: Melissa Olivas		
6				6	Reason Codes:		
7				7	1. To clarify the record.		
8				8	2. To conform to the facts.		
9				9	3. To correct transcription errors.		
10				10	Page	Line	Reason
11				11	From		to
12				12	Page	Line	Reason
13				13	From		to
14				14	Page	Line	Reason
15				15	From		to
16				16	Page	Line	Reason
17				17	From		to
18				18	Page	Line	Reason
19				19	From		to
20				20	Page	Line	Reason
21				21	From		to
22				22	Page	Line	Reason
23				23	From		to
24				24			
25				25			


Page 215			
1	CERTIFICATE OF REPORTER		
2	STATE OF NEVADA)		
3	COUNTY OF CLARK)		
4	I, Michelle R. Ferreyra, a Certified Court		
5	Reporter licensed by the State of Nevada, do hereby		
6	certify: That I reported the deposition of MELISSA		
7	OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at		
8	9:02 a.m.		
9	That prior to being deposed, the witness was		
10	duly sworn by me to testify to the truth. That I		
11	thereafter transcribed my said stenographic notes into		
12	written form, and that the typewritten transcript is a		
13	complete, true and accurate transcription of my said		
14	stenographic notes, and that a request has been made to		
15	review the transcript.		
16	I further certify that I am not a relative,		
17	employee or independent contractor of counsel or of any		
18	of the parties involved in the proceeding, nor a person		
19	financially interested in the proceeding, nor do I have		
20	any other relationship that may reasonably cause my		
21	impartiality to be questioned.		
22	IN WITNESS WHEREOF, I have set my hand in my		
23	office in the County of Clark, State of Nevada, this		
24	7th day of May, 2018.		
25	 MICHELLE R. FERREYRA, CCR No. 876		

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.,

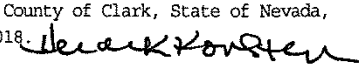
Defendants.

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

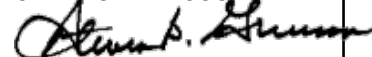
<p style="text-align: right;">Page 54</p> <p>1 (Whereupon, the record was read.)</p> <p>2 MR. LIONEL: Same objection.</p> <p>3 BY MR. SIMONS:</p> <p>4 Q Did you understand that?</p> <p>5 A That's what it says here.</p> <p>6 Q I understand what it says.</p> <p>7 I'm asking for your understanding</p> <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> <p>12 PAGE LINE SHOULD READ: REASON FOR CHANGE:</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25</p>	
<div style="text-align: right; font-weight: bold;">Page 215</div> <p>1 ERRATA SHEET</p> <p>2 PAGE LINE SHOULD READ: REASON FOR CHANGE:</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 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21</p> <p>22</p> <p>23 Date: _____</p> <p style="text-align: center;">SIGMUND ROGICH</p> <p>24</p> <p>25</p>	

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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.

29 TELD, LLC, a Nevada limited liability company;
30 PETER ELIADAS, individually and as Trustee of
31 the The Eliades Survivor Trust of 10/30/08;
32 SIGMUND ROGICH, individually and as Trustee
33 of The Rogich Family Irrevocable Trust;
34 IMITATIONS, LLC, a Nevada limited liability
35 company; DOES I-X; and/or ROE
36 CORPORATIONS I-X, inclusive,

Defendants.

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

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

NANYAH VEGAS, LLC'S
OPPOSITION TO ROGICH
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

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 for Leave to File Motion for Summary Judgment and Motion for Summary
4 Judgment (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. THE MOTION HAS NO MERIT.**

9 The Motion is literally the regurgitation of a prior motion made by the Rogich
10 Defendants, Eldorado Hills, LLC ("Eldorado") and the Eliades Defendants¹ in the second
11 action **prior to consolidation**. The prior motion was conceded to have no merit by the
12 Defendants and they entered into a Stipulation to Consolidate these two proceedings.

13
14 The present Motion must be denied because: (1) the Rogich Defendants (along
15 with all other Defendants") previously entered into the Stipulation to Consolidate stipulating
16 as undisputed fact that Nanyah's claims in the consolidated action were proper and did not
17 implicated claim splitting; (2) the Defendants all expressly waived any contention of claim
18 splitting and consented to the consolidation of these proceedings; (3) the Rogich
19 Defendants did not assert the affirmative defense of claim splitting; (4) the Motion is an
20 improper motion for reconsideration; and (5) the defense of claim splitting does not apply
21 to Nanyah's claims. Each of these issues is addressed more fully below.
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27 ¹ The "Eliades Defendants" are Peter Eliades individually and as Trustee of the Eliades
28 Survivor Trust of 10/30/08 and Teld, LLC.

1 **A. THE ROGICH DEFENDANTS PREVIOUSLY STIPULATED TO**
2 **CONSOLIDATION OF THE ACTIONS BECAUSE THERE WAS NO**
3 **CLAIM SPLITTING.**

4 On November 4, 2016, Nanyah initiated the consolidated action, which was
5 designated Case Number A-16-746239-C and assigned to Judge Israel in Department III.
6 On December 22, 2016, the Rogich Defendants filed a Motion to Dismiss or Strike
7 Unauthorized Pleading ("Motion to Dismiss") seeking dismissal of the action arguing that
8 Nanyah's consolidated action should be dismissed due to the doctrine of claim splitting.
9 See **Exhibit 1**, the Rogich Defendants' Motion to Dismiss, without exhibits.

10 On January 9, 2017, Nanyah opposed the Motion to Dismiss demonstrating that
11 the doctrine of claim splitting had no application and the Court could proceed with
12 consolidation if it so desired and Nanyah would not oppose that action. See **Exhibit 2**,
13 Nanyah's Opposition to Motion to Dismiss, without exhibits. On February 2, 2017, the
14 Rogich Defendants filed their Reply in support of their Motion to Dismiss. **Exhibit 3**. On
15 February 15, 2017, Judge Israel conducted oral argument on the Rogich Defendants'
16 Motion to Dismiss.

17 During oral argument, counsel for the Rogich Defendants (who was also at the
18 time appearing on behalf of Eldorado and the Eliades Defendants), conceded that claim
19 splitting did not apply and that the actions should be consolidated rather than barred by
20 the application of the claim splitting doctrine. As a result, on or about March 15, 2017,
21 counsel for the Rogich Defendants entered into the "Stipulation for Consolidation"
22 stipulated to the consolidation of Case Number A-16-746239-C with the lead case herein.
23 **Exhibit 4.**

24 Judge Israel executed the Stipulation for Consolidation on March 27, 2017, and the
25 Stipulation for Consolidation was filed on April 5, 2017. The Stipulation for Consolidation
26
27
28

1 states, in relevant part, the following:

2 **B. DEPT. NO.: III, CASE NO.: A-16-746239-C**

3 Nanyah initiated a new action against a number of defendants other
4 than Eldorado Hills in the case Nanyah Vegas, LLC v. TELD, LLC, et al.
5 which was also filed in the Eighth Judicial District Court and assigned Case
6 No. A-16-746239-C (the "Nanyah Action"). Nanyah has asserted new claims
7 against new defendants other than Eldorado Hills in the Nanyah Action,
8 however the new claims in the Nanyah Action have some similar factual
9 issues as contained in the Huerta Action.

8 **C. CONSOLIDATION.**

9 The parties agree that the Huerta Action and the Nanyah Action
10 should be consolidated for all further proceedings. The parties believe that
11 consolidation will minimize the consumption of judicial resources, the
12 resources of the parties and will yielded the most expeditious resolution of
13 the claims in the Huerta and Nanyah Actions.

12 Exh. 3 (emphasis in original).

13 The facts contained in the Stipulation to Consolidate are binding and conclusive in
14 these proceedings. The Defendants stipulated and agreed that the consolidated action
15 asserted new claims against new defendants, therefore, the defense of claim splitting did
16 not apply. The Defendants then stipulated that consolidation of the independent
17 proceedings was appropriate for judicial economy.

18 Stipulations between parties are binding and conclusive. In Searle v. Allstate Life
19 Ins. Co., 696 P.2d 1308 (Cal. 1985), that "[i]t is well established that a stipulation in
20 proper form within the authority of the attorneys is binding on the parties." Id. at 1316.
21 Facts stipulated to by parties cannot be contradicted in any fashion. Four Hills Country
22 Club v. Bernalillo County Property Tax Protest Bd., 616 P.2d 422, 423 (N.M. Ct. App.
23 1979) ("The truth of the facts contained in the stipulation cannot be contradicted by either
24 party to it."). Similarly, in Wittwer v. Wittwer, 545 N.E.2d 27 (Ind. Ct. App. 1989) the court
25 stated:

1 **Once a stipulation is entered into between the parties, the facts so stipulated**
2 **are conclusive upon both the parties and the tribunal.** A party cannot properly
3 challenge facts on appeal which it has stipulated to below.

4 Id. (emphasis added). Pursuant to the terms of the Stipulation to Consolidate, the
5 Defendants stipulated and conceded that the defense of claim splitting did not apply since
6 Nanyah had asserted different claims against different parties than what was asserted in
7 the lead action. Accordingly, the Rogich Defendants' Motion must be denied on this
8 ground alone.

9 **B. THE ROGICH DEFENDANTS EXPRESSLY WAIVED ANY CONTENTION**
10 **OF CLAIM SPLITTING AND CONSENTED TO THE CONSOLIDATION OF**
11 **THESE PROCEEDINGS.**

12 Similarly, the Defendants all waived their putative defense of claim splitting by
13 express consent. Bill Greever Corp. v. Tazewell Nat. Bank, 504 S.E.2d 854, 857 (Va.
14 1998) ("A defendant may waive the rule [of claim splitting] by express or implied
15 consent."). The Stipulation to Consolidate expressly acknowledged that the defense of
16 claim splitting was not applicable and that the actions should be consolidated, thereby
17 expressly waiving said defense. The Motion must therefore be denied on this ground
18 alone.

19 **C. THE ROGICH DEFENDANTS DID NOT ASSERT AN AFFIRMATIVE**
20 **DEFENSE OF CLAIM SPLITTING.**

21 Claim splitting is also an affirmative defense which must be affirmatively pled.
22 Bojorquez v. Abercrombie & Fitch, Co., 193 F. Supp. 3d 1117, 1123 (C.D. Cal. 2016)
23 (claim splitting an "affirmative defense"); Christenson v. Freeman Health Sys., 71 F. Supp.
24 3d 964, 969 (W.D. Mo. 2014) ("claim-splitting is an affirmative defense that the defendant
25 must plead."). NRCP 8(c) requires all affirmative defenses be plead in a party's answer or
26 the defense is waived. Second Baptist Church of Reno v. First Nat. Bank of Nevada, 89
27 Nev. 217, 220, 510 P.2d 630, 632 (1973) ("If the affirmative defenses are not so pleaded .
28

1 . . [they] are waived.”).

2 On January 23, 2018, counsel for the Rogich Defendants (who was also then
3 appearing on behalf of the Eliades Defendants) filed Defendants’ First Amended Answer
4 to Complaint (the “Defendants’ Answer”). **Exhibit 5**, excerpts of Defendants’ Answer. The
5 Defendants’ Answer did not assert the affirmative defense of claim splitting. The reason
6 the affirmative defense of claim splitting was not asserted is because the Defendants had
7 previously entered into the Stipulation to Consolidation confirming that the defense of
8 claim splitting did not apply. Nonetheless, even if the defense of claim splitting could have
9 somehow applied even after the entry of the Stipulation for Consolidation, the Defendants
10 waived this purported defense by failing to assert it as an affirmative defense. The Motion
11 must therefore be denied on this ground alone.
12

13 **D. THE MOTION IS AN IMPROPER MOTION FOR RECONSIDERATION.**
14

15 As the Court is aware, the Rogich Defendants are infamous for filing the same
16 motions over and over seeking to obtain a change in any adverse ruling or order from this
17 Court. Such litigation tactic is abhorred and is contrary to the rules seeking
18 reconsideration of a prior motion. In fact, the Rogich Defendants’ exact litigation tactic
19 (filing a motion for reconsideration making the identical arguments previously rejected by
20 the court) was discussed in Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244,
21 246 (1976) wherein the Nevada Supreme Court stated:
22

23 **We note particularly that the second motion for rehearing raised no**
24 **new issues of law and made reference to no new or additional facts. Under**
25 **such circumstances the motion was superfluous and, in our view, it was an**
26 **abuse of discretion for the district court to entertain it.**

27 Id. (emphasis added).

28 EDCR 2.24(b) states: “A party seeking reconsideration of a ruling of the court . . .
must file a motion for such relief within 10 days after service of written notice of the order.”

1 The Order granting the Stipulation to Consolidate was filed on April 5, 2017. The present
2 motion was filed February 15, 2019, and is therefore, well outside the time requirements
3 imposed by EDCR 2.24(b) and filed almost 2 years after the fact. The Motion must
4 therefore be denied on this ground alone.

5
6 **E. CLAIM SPLITTING DOES NOT APPLY.**

7 Even ignoring the foregoing dispositive arguments, the Motion must be
8 denied because claim splitting does not apply if the claims are separate and
9 distinct even if arising out of a common genesis. See Old Republic Nat'l Title Ins.
10 Co. v. Cox, 453 S.W.3d 780, 788 (Mo. Ct. App. 2014) ("A plaintiff does not violate
11 the rule if it brings separate **and distinct** causes of action separately, even if they
12 arise out of the same transaction." (Emphasis in original) (internal quotations
13 omitted)).

14
15 Similarly, the law is abundantly clear that the concept of claim splitting does
16 not apply when the parties are different. Old Republic Nat'l Title Ins. Co., 453
17 S.W.3d at 788 ("[T]he prohibition against splitting a cause of action **does not**
18 **apply where the parties are different.**" (internal quotations omitted) (emphasis
19 added)); see also Alvarez v. Nestor Salesco, Inc., 695 So. 2d 941, 942 (Fla. Dist.
20 Ct. App. 1997) ("The rule, however, **does not apply where the claims involve**
21 **different defendants.**" (emphasis added)).²

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26 ² See also Webster v. State Farm Auto. Ins. Co., 348 A.2d 329, 331 (Del. Super. Ct.
27 1975) (holding that "identity of parties" is a factor that "looms large in a determination of
28 whether there has been a splitting of a cause of action"); United Nuclear Corp. v. Fort,
700 P.2d 1005, 1010 (N.M. Ct. App. 1985) ("The law disfavors splitting causes of action

...(cont'd)

1 The claims asserted in the consolidated action were separate and distinct from the
2 claims asserted in the original lead case. These undisputed facts are contained in the
3 Stipulation to Consolidate. Because the facts are undisputed (and not subject to dispute),
4 claim splitting does not apply as a matter of law. The Motion must therefore be denied on
5 this ground alone.

6
7 **II. CONCLUSION.**

8 The present Motion must be denied because: (1) the Rogich Defendants
9 (along with all other Defendants") previously entered into the Stipulation to
10 Consolidate stipulating as undisputed fact that Nanyah's claims in the consolidated
11 action were proper and did not implicate claim splitting; (2) the Defendants all
12 expressly waived any contention of claim splitting and consented to the
13 consolidation of these proceedings; (3) the Rogich Defendants did not assert the
14 affirmative defense of claim splitting; (4) the Motion is an improper motion for
15 reconsideration; and (5) the defense of claim splitting does not apply to Nanyah's
16 claims.

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26 or conducting separate trials between the same parties in different localities." (Emphasis
27 added)); Longenecker v. Brommer, 368 P.2d 900, 907 (Was. 1962) (holding that
28 Washington applies the rule of claim splitting to "litigation between the same parties"
(emphasis added)).

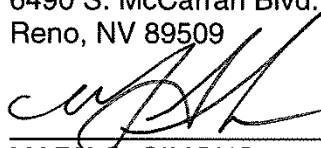
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1 **AFFIRMATION:** This document does not contain the social security number of any
2 person.

3 DATED this 20th day of March, 2019.

4
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, NV 89509

8 By: _____

9 
10 MARK G. SIMONS
11 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 DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT** on all parties to this action via the Odyssey E-Filing System:

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DATED this 20 day of March, 2019.

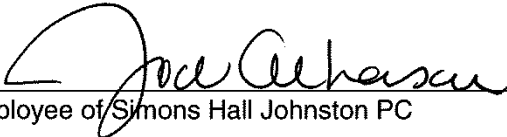

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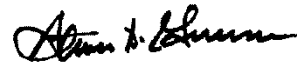
NO.	DESCRIPTION	PAGES
1	Motion	6
2	Opposition	12
3	Reply	5
4	Stipulation	4
5	Amended Answer Excerpts	3

EXHIBIT 1

EXHIBIT 1

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

12 **NANYAH VEGAS, LLC, A Nevada limited**
13 **liability company,**

14 **Plaintiff,**

15 **v.**

16 **TELD, LLC, a Nevada limited liability**
17 **company; PETER ELIADES, individually and**
18 **as Trustee of The Eliades Survivor Trust of**
19 **10/30/08; SIGMUND ROGICH, individually**
20 **and as Trustee of the Rogich Family**
21 **Irrevocable Trust, IMITATIONS, LLC, a**
22 **Nevada limited liability company; DOES I-X,**
23 **and/or ROE CORPORATIONS I-X, inclusive,**

24 **Defendants**

CASE NO: . A-16-746239-C

DEPT. NO. . III

MOTION TO DISMISS OR STRIKE
UNAUTHORIZED PLEADING

DATE OF HEARING: 01/25/17

TIME OF HEARING: 9:00 AM

MOTION TO DISMISS OR STRIKE UNAUTHORIZED PLEADING

25 Defendants move the Court for an Order Dismissing or Striking the Complaint herein on
26 the grounds that there is pending a claim by Nanyah Vegas in an existing prior Amended
27 Complaint in another action to recover the same \$1,500,000 it seeks to recover by the Complaint
28 and a motion to amend, rather than a new complaint, is the only proper procedure.

1 **NOTICE OF MOTION**

2 **TO: ALL INTERESTED PARTIES; and**
3 **TO: THEIR ATTORNEYS**

4 Please take notice that the undersigned will bring the above MOTION TO DISMISS OR
5 STRIKE UNAUTHORIZED PLEADING on for hearing before this Court at _____ on
6 Jan. 25 ²⁰¹⁷ ~~2016~~ at 9:00 a.m. or as soon as counsel can be heard.
7

8 **FENNEMORE CRAIG, P.C.**

9 By: Samuel S. Lionel
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16 *Attorneys for Defendants*

17 **POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO DISMISS OR STRIKE**

18 **UNAUTHORIZED PLEADING**

19 **FACTS**

20 On July 31, 2013, a Complaint was filed in the Eighth Judicial District of Nevada.
21 Nanyah Vegas LLC ("Nanyah") was one of the plaintiffs in said action (Case No.A-13-686303-C,
22 Dept. No XXVII)¹. Subsequently on October 21, 2013 a First Amended Complaint was filed by
23 Nanyah and other plaintiffs. Factual allegations regarding Nanyah appears at 3:21-4:19 of the
24 First Amended Complaint and its single claim for unjust enrichment appears at 7:3-8:1. It is
25 alleged in paragraphs 44-52. Except for paragraphs 14-18, which pertain to Nanyah's factual
26 allegations, paragraphs 1-43 are allegations of the other plaintiffs. A copy of the First Amended
27 Complaint is attached as Exhibit 1. Thereafter, an Answer and Counterclaim was filed on
28 November 8, 2014. The Answer responded to Nanyah's claim. The counterclaim was not against
Nanyah. Exhibit 2. An Answer to Counterclaim (sic) was filed February 20, 2015. Exhibit 3.

¹ Nanyah was one of four plaintiffs. It's single claim has no relation to the three claims of the other plaintiffs.

1 On July 25, 2014, a Motion for Partial Summary Judgment was filed against Nanyah and
2 after argument, a Summary Judgment against Nanyah was granted. Exhibit 4. Nanyah appealed.
3 Concluding that the District Court erred in granting summary judgment on February 12, 2016, "on
4 statute of limitations grounds," the Supreme Court issued an Order of Reversal and Remand,
5 which remanded the matter to the District Court "for proceedings consistent with this Order."
6 Exhibit 5. The Remittitur was received by the District Court Clerk on April 29, 2016. Exhibit 6.

7 On May 16, 2016, Mark G. Simons, and Therese M. Shanks were substituted as attorneys
8 for Nanyah and on November 4, 2016 they filed the Complaint herein, which alleges nine claims
9 and abandons Nanyah's single claim that the Supreme Court remanded for "proceedings
10 consistent" with its reversal and remand. Exhibit 7.

11 **THE COMPLAINT IS AN UNAUTHORIZED DOCUMENT**

12 NRCP 7(a) sets forth the pleadings which are allowed. It provides for a complaint and
13 other described pleadings and provides that "[n]o other pleading shall be allowed, except that the
14 court may order a reply to an answer or a third party answer. " That rule does not permit what is
15 in effect two existing separate complaints in two different actions.

16 NRCP 15(c) allows amendments to pleadings once as a matter of course at any time
17 before a responsive pleading is served. Here a responsive pleading has been served and there has
18 been significant litigation based on that pleading.

19 NRCP 7(a) is identical to FRCP 7(a). "It "purports to enumerate all the pleadings
20 permitted in federal practice. In doing so the rule, which applies exclusively to the pleadings,
21 sharply limits the nature and number of pleadings available under the Federal rules." *Wright &*
22 *Miller Federal Practice and Procedure Civil 3d §1183*. "Federal Rule 7(a) with its brief list of
23 permissible pleadings and a flat prohibition against any pleading other than those listed, is
24 designed to bring the pleading stage to an early close, eliminate unnecessary written pleadings
25 and provide a clear and definite guide as to precisely when the point of closure is reached." *Id*, at
26 §1189. The erroneously entitled Answer to Counterclaim filed on November 4, 2014 brought the
27 pleading stage to a close.

28 Pleadings beyond the reply are not permitted. "An unauthorized pleading...will be treated

1 as surplusage or dismissed on motion." Id.

2 The common law long ago recognized the impropriety of a second court interfering with a
3 prior court's jurisdiction with respect to the same matter.

4 In MacLean v. Wayne Circuit Court, 18 N.W. 396, 397, 52 Mich. 257, 259 (1884), the
5 Court stated:

6 "It is a familiar principle that when a court of competent jurisdiction has
7 become possessed of a case its authority continues, subject only to the
8 appellate authority, until the matter is finally and completely disposed of,
9 and no court of co-ordinate authority is at liberty to interfere with its action.
The principle is essential to the proper and orderly administration of the
law."

10 And in Cleveland v. Ward, 285 S.W. 1063, 1071, 116 Tex 1, 21 (1926) the court
11 approved the foregoing quote from Maclean and the following quote from Freeman on Judgments
12 (5th Ed.) vol. 1 at s 335.

13 "It seems impossible that two courts can, at the same time, possess the
14 power to make a final determination of the same controversy between the
15 same parties. If either has authority to act, its action must necessarily be
16 exclusive, and therefore it is our judgment that whenever either the state or
17 the national courts acquire jurisdiction of an action and the parties thereto,
18 this jurisdiction cannot be destroyed, diminished, or suspended by one of the
parties bringing an action in another court, and that any judgment or order of
the latter court is void so far as it conflicts with any judgment or order of the
court first acquiring jurisdiction."

19 To the extent the claims in the new Complaint are proper amendments to Nanyah's
20 existing unjust enrichment claim, they should be the subject of an appropriate motion to amend.
21 Nanyah's effort to evade such requirements is misguided. A litigant cannot ignore or abandon a
22 pending action or claim and start anew with a fresh complaint. If that was proper any plaintiff
23 who did not approve of a judge or a judge's rulings could simply file a new complaint and render
24 the prior ongoing litigation purposeless. Active litigation of Nanyah's unjust enrichment claim
25 had been ongoing for more than three and one half years at the time of the filing of the
26 Complaint. Nanyah's new Complaint, if proper, would make the judicial efforts of Judge Alf
27 and the Supreme Court wasted and would be contrary to the procedure set forth in NRCP 7(a)
28 and 15(a).

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the **MOTION TO DISMISS OR STRIKE UNAUTHORIZED PLEADING** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 32nd day of December, 2016 as follows:

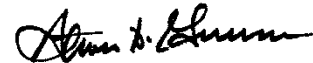
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☐ Via E-service
☒ Via U.S. Mail (Not registered with
CM/ECF Program)


An employee of Fennemore Craig, P.C.

EXHIBIT 2

EXHIBIT 2



CLERK OF THE COURT

OPPM

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Attorneys for Nanyah Vegas, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NANYAH VEGAS, LLC, a Nevada limited
liability company,

CASE NO.: A-16-746239-C

DEPT. NO.: III

Plaintiff,

v.

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

Defendants.

**PLAINTIFF'S OPPOSITION TO
MOTION TO DISMISS OR STRIKE UNAUTHORIZED PLEADING**

Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its counsel, opposes the
Motion to Dismiss or Strike Unauthorized Pleading filed by defendants TELD, LLC
("TELD"), Peter Eliades ("Eliades"), The Eliades Survivor Trust of 10/30/08 ("Eliades
Trust"), Sigmund Rogich ("Rogich"), the Rogich Family Irrevocable Trust ("Rogich
Trust"), and Imitations, LLC ("Imitations").¹

¹ Unless individually specified, the defendants shall be collectively referred to as
"Defendants."

1 **I. INTRODUCTION**

2 In 2007, Nanyah invested \$1.5 million in non-party Eldorado Hills, LLC
3 ("Eldorado") in exchange for a membership interest in that entity. See **Exhibit 1**, ¶¶ 16,
4 20 (Complaint) ("Compl."). Eldorado failed to properly issue Nanyah its membership
5 interest. *Id.* ¶20. Notwithstanding, all Defendants admitted, acknowledged and agreed
6 that Nanyah's membership interest would either be issued or repaid. *Id.* ¶25-32; 34-35;
7 55-63; 88-89.

8 Defendants are all either current members or former members in Eldorado. *Id.* at
9 ¶¶ 10, 70-75. All the Defendants have gone to great lengths to circumvent their
10 repayment obligations to Nanyah, resulting in both this litigation and a related case with
11 different parties and claims in Department XXVII, Case No. A-13-686303-C. See
12 **Exhibit 2** (Amended Complaint, Case No. A-13-686303-C) (the "Go Global Case").²

13 Although wrongfully called a motion to "strike," Defendants' current motion is
14 actually a motion to dismiss under the theory of abatement. Abatement, often called the
15 "first-to-file rule," or "claim splitting," asks this Court to dismiss a subsequently filed
16 action where an earlier case addressing the same claims, subject matter, and parties is
17 already pending. However, the concept of abatement is very limited and does not, as a
18 matter of law, apply in this case.

19 This is because this case pending before this Court (the "Nanyah Case"): (1)
20 does not contain the same parties; (2) does not contain the same claims or theories of
21 recovery; (3) does not seek the same damages; (4) does not base its claims on the
22 same documents and contracts as the Go Global Case. Given these massive
23 differences, there is no viable contention of claim splitting because the Nanyah Case
24 involves entirely separate claims, parties and relief.

25 Alternatively, should this Court conclude that these claims should be tried before
26 the same court in the Go Global Case, there is absolutely no need for the harsh
27 sanction of dismissal. Instead, consolidation is the preferred method of resolution, and
28

² See also Exhibit 3, Affidavit of Mark G. Simons ("Simons' Aff.") at ¶4.

1 this case may be easily consolidated with the Go Global Case. For these reasons,
2 Defendants' motion must be denied.

3 **II. DEFENDANTS' DELIBERATE ATTEMPTS TO AVOID REPAYING**
4 **NANYAH.**

5 **A. THE ROGICH TRUST RENEGES ON ITS PROMISE TO**
6 **CONTRIBUTE TO ELDORADO NECESSITATING NEED TO OBTAIN**
7 **INVESTORS FOR ELDORADO.**

8 Eldorado was formed in 2005 to acquire, own and develop land in Clark County.
9 Compl., at ¶ 9. To do so, Eldorado took out a \$21 million dollar loan. Id. at ¶ 11. At the
10 time, non-party Go Global, Inc. ("Go Global") and defendant the Rogich Trust each held
11 a 50% membership interest in Eldorado. Id. at ¶ 10. Go Global and the Rogich Trust
12 agreed to make monthly contributions to Eldorado, which Eldorado could then use to
13 make its loan payment. Id. at ¶ 12.

14 In 2006, the Rogich Trust stopped contributing to Eldorado. Id. at ¶ 13. As a
15 result, Go Global solely funded Eldorado's monthly loan payments. Id. at ¶ 14. Go
16 Global and the Rogich Trust further agreed that Go Global would seek additional
17 investors in Eldorado so that Eldorado could begin repaying Go Global's advances and
18 start paying its loan obligations. Id. at ¶ 15.

19 With the Rogich Trust's full knowledge and approval, Go Global obtained a
20 \$1,500,000 investment from Nanyah. Id. at ¶ 16. Again with the Rogich Trust's
21 knowledge and approval, Eldorado used a majority of Nanyah's investment to repay Go
22 Global. Id. at ¶ 17. In exchange for Nanyah's investment, Eldorado promised to issue
23 Nanyah a membership interest in Eldorado. Id. at ¶ 20. Eldorado did not get around to
24 doing so. Id. However, at all times, Go Global and Rogich Trust acknowledged and
25 agreed with Nanyah's investment, along with millions of dollars in investments from
26 others.³

27 ///

28 ³ Go Global also obtained a \$3,360,000 investment from non-party Antonio Nevada, a
\$283,561 investment from the Ray Family Trust, and a \$50,000 investment from
Eddyline Investments, LLC. Id.

1 **B. THE ROGICH TRUST RENEGES ON ITS PROMISE TO PAY**
2 **GO GLOBAL FOR ITS MEMBERSHIP INTEREST.**

3 **1. The Purchase Agreement.**

4 In 2008, Go Global agreed to sell its interest in Eldorado to the Rogich Trust for
5 \$2,747,729.50. *Id.* at ¶ 22; see also **Exhibit 4** (Purchase Agreement).⁴ However, the
6 Purchase Agreement accurately recognized that Go Global's and the Rogich Trust's
7 50% membership interests had been diluted by the investment made by Nanyah and
8 other investors even though such investors were not technically issued membership
9 interests. *Id.* at Recitals, ¶ A.

10 Nonetheless, the terms of the Purchase Agreement clearly state that the Rogich
11 Trust would confirm Nanyah's ownership interest in Eldorado, and that the Rogich Trust
12 would be fully responsible for repayment of Nanyah's investment in Eldorado. *Id.* The
13 Purchase Agreement further stated that after Go Global sold its interest, Nanyah's
14 membership interest in Eldorado would thereafter be established from the **Rogich**
15 **Trust's interest** in Eldorado. *Id.* The Purchase Agreement relieved Go Global of any
16 liability or obligation to Nanyah, since the Rogich Trust agreed to accept full
17 responsibility for repayment of Nanyah's investment. *Id.*

18 The purpose of the Purchase Agreement was to enable the Rogich Trust to go
19 out and obtain new investors for Eldorado, who were willing to infuse much needed
20 cash since Eldorado continued to experience financial difficulty due to the recession.
21 *Compl.* at ¶¶ 21-22. Thus, the Purchase Agreement acknowledged that the Rogich
22 Trust was going to re-sell a portion of Go Global's interest in Eldorado it was buying to
23 TELD, and to the non-party Albert E. Flangas Revocable Living Trust dated July 22nd
24 2005 ("Flangas").

25 Under the terms of the Purchase Agreement, the Rogich Trust was to pay the
26 \$2,747,729.50 purchase price for Go Global's membership interest based upon the
27 anticipated sell of the property owned by Eldorado. *Exh. 4.* However, as more fully
28 detailed, these Defendants sought to scam both Go Global and Nanyah because the

⁴ *Simons' Aff.*, at ¶5.

1 Rogich Trust never repaid Nanyah or Go Global, but instead, secretly transferred away
2 all interest in Eldorado to the other named Defendants. Exh. 2, at ¶¶ 20-26.

3 2. The Go Global Lawsuit.

4 In 2013, the Go Global lawsuit was filed. Exh. 2. Go Global sued to the amounts
5 owed to it. Nanyah also asserted a single claim against Eldorado for unjust enrichment
6 in that action.⁵ In the Go Global lawsuit, Eldorado was also represented by the Rogich
7 Trust's attorney. Strangely, even though Eldorado had acknowledged Nanyah's
8 investment, Eldorado refused to take any action to seek repayment of Nanyah's
9 investment. Obviously, Eldorado refused to take any action because Eldorado was
10 being represented by the same lawyer who represented the entity that deprived Nanyah
11 from being paid what it is owed.

12 Again, of note, Nanyah did not assert any claims against the Rogich Trust in the
13 Go Global action. Nanyah only asserted a claim for unjust enrichment against Eldorado
14 because Eldorado retained the benefit of Nanyah's investment. Id. at ¶¶ 42-52.
15 Nanyah's claim against Eldorado for unjust enrichment is still pending in the Go Global
16 Lawsuit.

17 C. DEFENDANTS RENEGE ON THEIR PROMISE TO PAY NANYAH.

18 1. The TELD and Flangas Membership Agreements.

19 As part of acquiring Go Global's interest in Eldorado the Rogich Trust entered
20 into two separate membership agreements with TELD and Flangas. Compl., ¶¶ 38, 42;
21 see *a/so Exhibit 5* (excerpts of TELD Membership Agreement); *Exhibit 6* (excerpts of
22 Flangas Membership Agreement). Rogich and Eliades are parties to the TELD
23 Membership Agreement. Exh. 5.⁶ Rogich is also a party to the Flangas Membership
24 Agreement. Exh. 6.

25
26
27 ⁵ In the Go Global action, Go Global's assignees sued the Rogich Trust for payment of
28 the amounts owed to Go Global under claims for breach of contract, breach of the
implied covenant of good faith and fair dealing, and negligent misrepresentation. Id. at
¶¶ 20-41

⁶ Simons' Aff., at ¶¶ 6-7.

1 Under the terms of the Membership Agreements, which are virtually identical, the
2 Rogich Trust sold TELD and Flangas each a 1/6th interest in Eldorado. Exh. 5, at
3 Recital D; Exh. 6, at Recital D. In addition, the Rogich Trust also entered into a
4 Subscription Agreement with TELD and Flangas by which each entity acquired another
5 1/6th interest in Eldorado. Exh. 5, at Exhibit C; Exh. 6, at Exhibit C. As a result of these
6 various transactions, the Rogich Trust, TELD, and Flangas each held a 1/3 interest in
7 Eldorado.

8 TELD and Flangas were fully aware that the interests of the Rogich Trust in
9 Eldorado that were being transferred were subject to the Rogich's Trust repayment
10 obligations to Nanyah. This is because the Membership Agreements specifically refer
11 to Nanyah's interest and states that the Rogich Trust acquired the ownership interests
12 of these entities. Exh. 5, Recital F; Exh. 6, Recital F. These Membership Agreements
13 detail Nanyah's investment in Eldorado. Exh. 5, Exhibit D; Exh. 6, Exhibit D. The
14 Membership Agreements also specifically state:

15 Seller [Rogich Trust] confirms that certain amounts have been advanced to or on
16 behalf of the Company [Eldorado] by certain third-parties, as referenced in
17 Section 8 of the Agreement. Seller [Rogich Trust] shall endeavor to convert the
18 amounts advanced into non-interest bearing promissory notes for which Seller
[Rogich Trust] will be responsible.

19 Id.

20 **2. The Rogich Trust and TELD Acquire Flangas' Interest.**

21 Shortly after execution of the Membership Agreements, the Rogich Trust and
22 TELD then acquired Flangas' interest in Eldorado. Compl. at ¶ 64. At this time, it
23 remains unclear why Flangas acquired an interest in Eldorado then immediately sold it
24 back to the Rogich Trust and to TELD.

25 Eliades purportedly loaned the Rogich Trust \$600,000 to acquire half of Flangas'
26 interest in Eldorado (or 1/6 of ownership in Eldorado). Id. at ¶ 65. Notably, using this
27 valuation, if 1/6 of interest in Eldorado was worth \$600,000, then 1% of interest in
28 Eldorado was worth approximately \$100,000. Id. at ¶ 66. As a result, the Rogich Trust
held approximately a 40% interest in Eldorado that was subject to Nanyah's

1 membership interest claim and/or repayment of Nanyah's investment. Id. at ¶ 68.
2 Nanyah was not aware of the acquisition of Flangas' interest by TELD and the Rogich
3 Trust. Id. at ¶ 69.

4 **3. TELD Acquires the Rogich Trust's 40% Interest in Eldorado.**

5 Sometime in 2012, TELD and the Rogich Trust entered into a new agreement in
6 which the Rogich Trust agreed to "forfeit" its 40% interest in Eldorado to the Eliadas
7 Trust as "repayment" for the \$600,000 loan from Eliades and its accrued interest. Id. at
8 ¶ 70. However, the Rogich Trust, Rogich, the Eliades Trust, and Eliades all knew that
9 the Rogich Trust's interest in Eldorado was subject to Nanyah's membership interest
10 claim and/or repayment of Nanyah's investment. Id. at ¶ 73. The transfer to the
11 Eliades Trust was a sham transaction designed to assist the Rogich Trust in avoiding its
12 obligations to Nanyah, but transferring the Rogich Trust's interest to the Eliades Trust.
13 Id. at ¶ 76. The Eliades Trust is an affiliated entity of TELD. Id. at ¶ 71.

14 As part of the Eliades Trust Acquisition, Eliades formed defendant Imitations and
15 transferred the Rogich Trust interest in that entity as part of the "forfeiture" scam. Id. at
16 ¶ 81. The Rogich Trust's interest in Imitations is valued at approximately \$2,500,000.
17 Id. Rogich and/or one of his entities has solely controlled Imitations since it was formed,
18 despite the fact that it was formed on paper by Eliades. Id.

19 The Rogich Trust has repaid and/or formally recognized membership interests of
20 all other investors for their investments in Eldorado except for Nanyah. Id. at ¶ 83.

21 **D. THE NANYAH CASE.**

22 Defendants TELD, Rogich, Eliades, the Eliades Trust, and Imitations are not
23 defendants in the Go Global Case. See Exh. 2. Even though the Go Global case has
24 both Nanyah and the Rogich Trust as parties, no claims are asserted by and between
25 them!

26 In this litigation, Nanyah has asserted various tort and contractual claims against
27 all Defendants for their various wrongs and breaches arising from the (1) Purchase
28 Agreement, to which Nanyah is a third party beneficiary, (2) Membership Agreements,

1 to which Nanyah is a third party beneficiary, and (3) Eldorado's Amended and Restated
2 Operating Agreement, which recognizes Nanyah's equitable interest in Eldorado. Exh.
3 1, ¶¶ 85-115. Nanyah does not assert any tort or contractual claims pending in the Go
4 Global Case! See Exh. 2. Nanyah also does not assert any claim against the Rogich
5 Trust in the Go Global Case for breach of the Membership Agreements or the Amended
6 and Restating Operating Agreement. See Exh. 2. These are wholly separate
7 agreements and transactions from the transactions at issue in the Go Global Case.

8 Nanyah also seeks to set aside the transfers from the Rogich Trust to the Eliades
9 Trust as a fraudulent transfer. Compl., ¶¶ 124-130. This transfer is not being litigated in
10 the Go Global Case. See Exh. 2.

11 **III. DEFENDANTS' MOTION MUST BE DENIED.**

12 **A. DEFENDANTS' MOTION TO STRIKE IS IRRELEVANT.**

13 Defendants ask this Court to "strike" Nanyah's complaint because it is an
14 "unauthorized document." Motion to Dismiss Or Strike Unauthorized Pleading ("Mot."),
15 at p. 3. However, a complaint is an authorized pleading under NRCP 7(a). Therefore,
16 Defendants' motion to strike must be denied.

17 **B. DISMISSAL IS NOT APPROPRIATE.**

18 Defendants ask this Court to dismiss Nanyah's complaint because Nanyah has
19 improperly split its claims in this lawsuit from the Go Global Case, which was filed first.
20 First, "[t]he cause of action must be the same before a pending suit may abate one
21 subsequently commenced." Volpert v. Papagna, 83 Nev. 429, 435, 433 P.2d 533, 536
22 (1967). Here, abatement does not apply because the claims and parties are different!

23 Further, even if the Court were to consider abatement, it "**is not a rigid or**
24 **inflexible rule to be mechanically applied.**" Tenas v. Progressive Preferred Ins. Co.,
25 124 Nev. 1513, 238 P.3d 860 (2008) (internal quotations omitted) (emphasis added).
26 Instead, abatement's application looks to the claims and parties involved in the various
27 lawsuits. Here, all the claims and parties are different. For the reasons shown below,
28 dismissal is not appropriate because Nanyah's lawsuit asserts separate and distinct

1 causes of action against different defendants than in the Go Global Case.

2 Additionally, inherent in pleas of abatement is the concept of "claim splitting," i.e.,
3 the theory that a claim may be split and pursued in separate actions. Smith v. Hutchins,
4 93 Nev. 431, 432, 566 P.2d 1136, 1137 (1977) (holding that "a single cause of action
5 may not be split" into separate actions). However, this concept is also not implicated
6 because Nanyah has not split claims. Instead, the claims Nanyah asserts before this
7 Court are separate and distinct causes of action from Nanyah's single claim of unjust
8 enrichment asserted against Eldorado in the Go Global Case.

9 Of critical note, the rule against claim splitting "does not interfere with the
10 prosecution of separate suits for distinct causes of action, which are not connected to
11 each other and do not constitute an entire claim." United States v. Pan-Am Petroleum
12 Co., 55 F.2d 753, 780 (9th Cir. 1932) (internal quotations omitted). As the Ninth Circuit
13 has framed the issue, to determine whether causes of action are separate and distinct,
14 "the proper test . . . is to inquire whether the same evidence that is necessary to
15 maintain the second action would have been sufficient to support the first." Id.

16 Here, completely different evidence is needed to prove Nanyah's claims against
17 Defendants than the evidence Nanyah needs to prevail on its unjust enrichment claim in
18 the Go Global Case. For example, Nanyah in the Go Global case, all Nanyah need do
19 is prove the payment of its investment and Eldorado's refusal to repay that investment.
20 This claim has nothing to do with any of the various contracts at issue in this action.⁷

21 In this action, Nanyah must prove the existence of valid contracts, Nanyah's
22 third-party beneficiary status, the Defendants' various breaches and Nanyah's
23 damages. Of critical distinction, Nanyah can't prevail against Eldorado on any contract
24 action because as a matter of law a claim for unjust enrichment can't exist when there is
25 an express contract between the parties. See Leasepartners Corp. v. Robert L. Brooks
26 Trust Dated November 12, 1975, 113 Nev. 747, 755-56, 942 P.2d 182, 187 (1997) ("An
27

28 ⁷ However, such contracts could theoretically be used to demonstrate everyone's
recognition of Eldorado's receipt and retention of Nanyah's \$1,500,000 investment
should Eldorado attempt to deny such investment.

1 action based on a theory of unjust enrichment is not available when there is an express,
2 written contract[.]"). Again, on this issue alone, any contention by the Defendants of
3 claim splitting fails as a matter of law.

4 Similarly, on Nanyah's tort claims, Nanyah must prove that Defendants owed
5 Nanyah a duty—again evidence of a duty owed by the Defendants to Nanyah is not
6 relevant or material to Nanyah's claim for unjust enrichment against Eldorado. See id.
7 (holding that "unjust enrichment occurs when ever a person has and retains a benefit
8 which in equity and good conscience belongs to another." (Internal quotations omitted)).
9 Aside from the fact that Nanyah lent Eldorado \$1,500,000 which was supposed to be
10 repaid, none of the evidence needed to prove Nanyah's claims in this case is relevant or
11 material to the evidence necessary to proceed in the Go Global Case.

12 Merely because Nanyah's contractual and tort claims arise out of Nanyah
13 seeking to recover its \$1,500,000 taken from it, claim splitting has no application. This
14 is because claim splitting does not apply if the claims are separate and distinct even if
15 arising out of a common genesis. See Old Republic Nat'l Title Ins. Co. v. Cox, 453
16 S.W.3d 780, 788 (Mo. Ct. App. 2014) ("A plaintiff does not violate the rule if it brings
17 separate **and distinct** causes of action separately, even if they arise out of the same
18 transaction." (Emphasis in original) (internal quotations omitted)). Nanyah's claims in
19 this case there is no contract at issue in the Go Global case. However, in this case
20 numerous contracts are at issue such as the Purchase Agreement, the Membership
21 Agreements, and the Amended and Restated Operating Agreement. "Generally
22 speaking, independent contracts give rise to separate and distinct causes of action."
23 Pan-Am Petroleum Co., 55 F.2d at 782.

24 Finally, Nanyah's claims are against wholly different defendants in this case than
25 in the Go Global Case. The law is abundantly clear that the concept of claim splitting
26 does not apply when the parties are different. Old Republic Nat'l Title Ins. Co., 453
27 S.W.3d at 788 ("[T]he prohibition against splitting a cause of action **does not apply**
28 **where the parties are different.**" (internal quotations omitted) (emphasis added)); see

1 also Alvarez v. Nestor Salesco, Inc., 695 So. 2d 941, 942 (Fla. Dist. Ct. App. 1997)
2 ("The rule, however, **does not apply where the claims involve different defendants.**"
3 (emphasis added)).⁸

4 In the Go Global Case, Nanyah has solely asserted a claim against Eldorado.
5 See Exh. 2. Eldorado is not a party to this litigation. TELD, Rogich, Eliades, the
6 Eliades Trust, and Imitations **are not** parties to the Go Global Case, and Nanyah has no
7 claims against the Rogich Trust in that case. Id. Thus, Nanyah's claims in this action
8 are against wholly different defendants and, therefore, as a matter of law, Nanyah has
9 not improperly split any claims and dismissal is inappropriate.

10 **C. ALTERNATIVELY, THIS COURT MAY CHOOSE TO CONSOLIDATE**
11 **THIS CASE WITH THE GO GLOBAL CASE.**

12 As demonstrated, dismissal must be denied. Further, even if the Court
13 overlooked all the legal and factual deficiencies in the Defendants' motion, the motion
14 should still be denied because the first-to-file rule, or abatement, does not mandate
15 dismissal. Tenas, 124 Nev. at 1513, 238 P.3d 860 (2008). Instead, this Court should
16 consolidate the two actions. Gabrielle v. Eighth Judicial Dist. Ct., No. 66762, 2014 WL
17 5502460, at *1 (Nev. Oct. 30, 2014). As set forth above, dismissal is clearly not
18 appropriate given the separate claims and parties at issue in this lawsuit. Should this
19 Court be inclined to overlook the fatal deficiencies in the Defendants' motion, Nanyah
20 requests that this Court order consolidation and not dismissal.

21 **IV. CONCLUSION**

22 For the foregoing reasons, Nanyah respectfully requests that this Court deny
23 Defendants' motion in its entirety.

24 **///**

25 ⁸ See also Webster v. State Farm Auto. Ins. Co., 348 A.2d 329, 331 (Del. Super. Ct.
26 1975) (holding that "identity of parties" is a factor that "looms large in a determination of
27 whether there has been a splitting of a cause of action"); United Nuclear Corp. v. Fort,
28 700 P.2d 1005, 1010 (N.M. Ct. App. 1985) ("The law disfavors splitting causes of action
or conducting separate trials between the **same** parties in different localities."
(Emphasis added)); Longenecker v. Brommer, 368 P.2d 900, 907 (Was. 1962) (holding
that Washington applies the rule of claim splitting to "litigation between the **same**
parties" (emphasis added)).

AFFIRMATION: The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 9th day of January, 2017.

ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

By:

MARK G. SIMONS, ESQ.
THERESE M. SHANKS, ESQ.
Attorneys for Nanyah Vegas, LLC

EXHIBIT 3

EXHIBIT 3


CLERK OF THE COURT

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8 Email: slionel@fcclaw.com
9 *Attorneys for Defendants*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 NANYAH VEGAS, LLC, A Nevada limited
11 liability company,

12 Plaintiff,

13 v.

14 TELD, LLC, a Nevada limited liability
15 company; PETER ELIADES, individually and
16 as Trustee of The Eliades Survivor Trust of
17 10/30/08; SIGMUND ROGICH, individually
18 and as Trustee of the Rogich Family
Irrevocable Trust, IMITATIONS, LLC, a
Nevada limited liability company; DOES 1-X,
and/or ROE CORPORATIONS 1-X, inclusive,

19 Defendants
20
21

CASE NO: . A-16-746239-C

DEPT. NO. . III

**REPLY IN SUPPORT OF MOTION TO
DISMISS OR STRIKE UNAUTHORIZED
PLEADING**

DATE OF HEARING: 2/15/2017

TIME OF HEARING: 9:00 A.M.

22 **REPLY IN SUPPORT OF MOTION TO DISMISS OR STRIKE UNAUTHORIZED**
23 **PLEADING**

24 Defendants Motion to Dismiss contended that NCRP 7(a) did not permit the filing of the
25 Complaint herein because of the pending action in Department XXVII. MacLean v. Wayne
26 Circuit Court, 18 N.W. 396, 397, 52 Mich. 257, 259 (1884) was quoted for the position that it was
27 essential to the proper and orderly administration of law that when a court of competent jurisdiction has a
28 case, no court of co-ordinate authority could interfere. Also quoted was Cleveland v. Ward, 285 S. W.

1 1063, 1071, 116 Tex. 1, 21 (1926), which approved the quote from Maclean and quoted Freeman on
2 Judgments (5th Ed.) Vol. 1 at § s 335. The Freeman quote stated that two courts cannot, at the same time,
3 have the power to make a final determination of the same controversy. Wright & Miller Federal Practice
4 and Procedure Civil 3d § 1183 was also quoted to show the need to bring the pleading state to an early
5 close. Clearly, the language in the Freeman quote applies here. Judge Alf in Department XXVII has had
6 jurisdiction of the controversy with respect to the claim of Nanyah for a return of its 1.5 million dollar
7 investment in Eldorado Hills for more than 3 ½ years and Nanyah cannot seek this court's interference.

8 In its Opposition to the Motion, Nanyah totally ignores the foregoing authority. Instead, it argues
9 the Motion seeks dismissal on the grounds of abatement and claim splitting and because dismissal is a
10 harsh remedy the Court should order consolidation. Opposition at 2:13-28. Defendants have not moved
11 for dismissal on any of those grounds nor has it asked that the actions be consolidated.

12 Both cases effectively seek return of Nanyah's alleged 1.5 million dollar investment in Eldorado
13 Hills because it did not receive the interest in Eldorado that it intended to receive for the investment. The
14 new Complaint is to say the least somewhat confusing. Most of the claims seek money damages. The
15 fifth, seventh, eighth and ninth claims seek a membership interest in Eldorado. The Flangas Trust is
16 prominently mentioned in the Complaint, but the Opposition states that "it remains unclear why Flangas
17 acquired an interest in Eldorado then immediately sold it back to the Rogich Trust and to Teld."
18 Opposition at 6:20-24.

19 An Amended and Restated Operating Agreement of Eldorado is referred to frequently in the
20 Complaint (pars 53, 54, 62,63, 74, 88, 95, 101, 110, 140) and that it "specifically identified Nanyah as a
21 third party beneficiary." Opposition Brief at 12:11-13. Attached as Exhibit A is the Amended and
22 Restated Operating Agreement of Eldorado Hills. Not only is Nanyah not identified as a third party
23 beneficiary or otherwise, but paragraph 10:11 provides as follows .

24 "NO THIRD PARTY BENEFICIARIES. Except as set forth in Article IX, this
25 Agreement is adopted solely by and for the benefit of the Members and its respective successors
26 and assigns, and no other Person shall have any rights or be entitled to any benefits under or on
27 account of this Agreement as a third party beneficiary or otherwise."

28 In its effort to distinguish the Complaint from the prior action, Nanyah argues that the

1 defendant in the first action, Eldorado, is not a defendant in this action. Eldorado is mentioned at
2 least 110 times in the Complaint. Furthermore, Nanyah's Complaint seeks a constructive trust
3 upon a membership interest in Eldorado (Fifth Claim), a Declaration of it's rights with respect to
4 its investment in Eldorado (Eighth Claim) and specific performance of Agreements, including the
5 Amended and Restated Operating Agreement of Eldorado Hills allegedly vesting Nanyah with a
6 membership interest in Eldorado (Ninth Claim).

7 **THE COMPLAINT SHOULD BE DISMISSED**

8 Nanyah argues that because a complaint is an unauthorized pleading it is not an
9 unauthorized document and cannot be stricken. Opposition at 8:13-16. In Craig vs. Harrah, 65
10 Nev. 294, 311 195 P. 2d 688, 695 (1948) the court ruled that a late filed bill of exceptions was a
11 "vagrant" or "fugitive" document and it, the lower court minutes and the opinion and decision of
12 the district court, part of the bill of exceptions, should be stricken. The mere fact that a complaint
13 is an authorized pleading under NCRP (a) does not prevent it being stricken. Here, because the
14 Complaint was not authorized because of the existing action, it should be stricken. .

15 Nanyah cites Volpert v. Papagna, 83 Nev. 429, 435, 433 P. 2d 533, 536 (1967) as holding
16 abatement does not apply if the claims and parties are different as they are here. Opposition at
17 8:18-23. The rule against splitting applies to a single cause of action not an entire complaint.
18 Smith v. Hutchins, 93 Nev. 431, 432, 566 P. 2d 1136, 1137 (1977); Reno Club v. Harrah, 70
19 Nev. 125, 129, 260 P. 2d 304,306 (1953).

20 Nanyah argues that its action against Eldorado for unjust enrichment can't exist because
21 there is a written agreement between the parties, citing Leasepartners Corp. v. Robert L. Brooks
22 Trust, 113 Nev., 747, 755, 756, 942 P. 2d 182, 183 (1997). Opposition at 9:23-27. Nanyah
23 ignores that there is no written agreement between it and Eldorado, the defendant in the first
24 action..

25 Nanyah requests consolidation of the two actions, citing Gabrielle v. Eighth Judicial Dist.
26 Ct., 2014 WL 5502460, at *1 (Opposition at 11:10-20). Nanyah ignores NRCP 42(a) which
27 authorizes consolidation when the actions involve a common question of fact of law. According
28 to Nanyah, the actions do not include a common question of fact or law. Opposition at 7:26 --

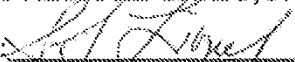
1 8:7. The unpublished Gabrielle case does not concern consolidation. It simply applied the first
2 filed rule to substantially similar cases.

3 Two recent published Nevada decisions ruled consolidation is inappropriate when the
4 actions are at different stages of litigation as the two actions are. FDIC as Receiver v. Lewis,
5 2016 WL 199415, D.Nev., Firefighters, Local 1908 v. County of Clark, 2012 WL 1986590. In
6 Firefighters, the Court made the following comment which would apply if the cases were
7 consolidated. "The exercise of this Court's discretionary authority to order consolidation would
8 not save judicial resources, and has the real possibility of confusing the factual and legal issues in
9 both suits." It is submitted that the language of Judge Dru in Firefighters could very well apply
10 here if the Complaint is not dismissed. It is not hard to imagine the confusion that would ensue if
11 both actions were to continue and there would be an unnecessary waste of judicial resources.

12 **CONCLUSION**

13 The Complaint should be dismissed and if Nanyah decides to do so, it should move to
14 amend as provided for in NRCP 15(a) so that all claims would be determined in one action by the
15 court with proper jurisdiction.

16 **FENNEMORE CRAIG, P.C.**

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25 //
26
27
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that a copy of the **REPLY IN SUPPORT OF MOTION TO DISMISS**
3 **OR STRIKE UNAUTHORIZED PLEADING** was served upon the following person(s) either
4 by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and
5 EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for
6 non-registered users, on this 1st day of February, 2017 as follows:

7 Mark Simons, Esq.
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[x] Via E-service
[] Via U.S. Mail (Not registered with
CM/ECF Program)

11
12 
13 An employee of Fennimore Craig, P.C.

EXHIBIT 4

EXHIBIT 4


CLERK OF THE COURT

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ORIGINAL

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

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

20 Plaintiffs,

21 v.

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

27 Defendants.
28 _____/

STIPULATION FOR CONSOLIDATION

The parties by and through their respective counsel and stipulate as follows:

A. DEPARTMENT XXVII, CASE NO. A-13-686303-C.

Carlos Huerta, et al. v. Sig Rogich, et al., was filed in the Eighth Judicial District Court and assigned Case No. A-13-686303-C (the "Huerta Action"). Nanyah Vegas, LLC ("Nanyah") asserted a claim for unjust enrichment against Eldorado Hills, LLC

1 ("Eldorado Hills") in the Huerta Action. This Court previously granted summary
2 judgment against Nanyah on the basis that the statute of limitations had run on
3 Nanyah's unjust enrichment claim. The Nevada Supreme Court reversed this Court's
4 decision and remanded the case finding that the application of the statute of limitations
5 was a question of fact. Nanyah's claim therefore remains pending against Eldorado
6 Hills. The trial date in the Huerta Action has not been rescheduled.

7 **B. DEPT. NO.: III, CASE NO.: A-16-746239-C**

8 Nanyah initiated a new action against a number of defendants other than
9 Eldorado Hills in the case Nanyah Vegas, LLC v. TELD, LLC, et al., which was also filed
10 in the Eighth Judicial District Court and assigned Case No. A-16-746239-C (the
11 "Nanyah Action"). Nanyah has asserted new claims against new defendants other than
12 Eldorado Hills in the Nanyah Action, however the new claims in the Nanyah Action have
13 some similar factual issues as contained in the Huerta Action.

14 **C. CONSOLIDATION.**

15 The parties agree that the Huerta Action and the Nanyah Action should be
16 consolidated for all further proceedings. The parties believe that consolidation will
17 minimize the consumption of judicial resources, the resources of the parties and will
18 yield the most expeditious resolution of the claims in the Huerta and Nanyah Actions.
19 The Court is therefore, requested to consolidate the two cases as stated herein. Upon
20 the Court entering its Order consolidating the actions, the defendants in the Nanyah
21 Action shall have twenty (20) days thereafter to file their Answers.

22 **D. NEW CAPTION.**

23 Upon consolidation, the new caption will be as follows:

24 ///

25 ///

26 ///

27 ///

28 ///

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

5 Plaintiffs,

6 v.

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

10 Defendants.

11 _____/

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

13 Plaintiff,

14 v.

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

20 Defendants.

21 _____/

22 ///

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CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

Robison, Belaustegui,
Sharp & Low
71 Washington St.
Reno, NV 89503
(775) 329-3151

1 **AFFIRMATION:** The undersigned does hereby affirm that this document does
2 not contain the Social Security Number of any person.

3 DATED this 17th day of March, 2017.

4 ROBISON, BELAUSTEGUI, SHARP & LOW
5 A Professional Corporation
6 71 Washington Street
7 Reno, Nevada 89503

8 By: 

9 MARK G. SIMONS, ESQ.
10 THERESE M. SHANKS, ESQ.
11 Attorneys for Nanyah Vegas, LLC

12 DATED this 15 day of March, 2017.

13 FENNEMORE CRAIG, P.C.
14 300 South Fourth Street, Ste. 1400
15 Las Vegas, NV 89101

16 By: 

17 SAMUEL S. LIONEL, ESQ.
18 Attorneys for Eldorado Hills, LLC, TELD, LLC,
19 PETER ELIADAS, individually and as Trustee
20 of the The Eliades Survivor Trust of 10/30/08;
21 SIGMUND ROGICH, individually and as
22 Trustee of The Rogich Family Irrevocable
23 Trust; IMITATIONS, LLC

24 ORDER

25 IT IS SO ORDERED this 27 day of March, 2017

26 for 
27 DISTRICT COURT JUDGE

EXHIBIT 5

EXHIBIT 5



1 **ANS**
2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 **FENNEMORE CRAIG, P.C.**
4 300 S. Fourth Street, Suite 1400
5 Las Vegas, Nevada 89101
6 Tel.: (702) 692-8000
7 Fax: (702) 692-8099
8 Email: slionel@fclaw.com
9 *Attorneys for Defendants*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

19 Plaintiffs,

20 v.

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

26 Defendants.

27 **NANYAH VEGAS, LLC**, a Nevada limited
28 liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS' FIRST AMENDED
ANSWER TO COMPLAINT**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

- 1 130. Deny the allegations in Paragraph 130.
- 2 131. Repeat and reallege their answers to Paragraphs 1 through 130.
- 3 132. Deny the allegations in paragraph 132 and allege Nanyah had no investment in
- 4 Eldorado.
- 5 133. Deny the allegations in Paragraph 133 and allege Nanyah had no membership
- 6 interest in Eldorado nor were any amounts owed to it.
- 7 134. Deny the allegations in Paragraph 134.
- 8 135. Allege they are without knowledge or information sufficient to form a belief as to
- 9 the truth of the allegations in Paragraph 135.
- 10 136. Repeat and allege their answers to Paragraphs 1 through 135.
- 11 137. Deny the allegations in Paragraph 137.
- 12 138. Deny the allegations in Paragraph 138 and allege Nanyah has not had a
- 13 membership in Eldorado
- 14 139. Deny the allegations in Paragraph 139 and allege Nanyah had made no investment
- 15 in Eldorado.
- 16 140. Deny the allegations in Paragraph 140.

17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**

19 The Complaint fails to state a claim against any of the Defendants.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Plaintiff's purported claims are barred by applicable statutes of limitations.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Plaintiff's purported claims are barred by the doctrine of waiver.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Plaintiff's purported claims are barred by the doctrine of estoppel.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 Plaintiff's purported claims are barred by the doctrine of claim preclusion.

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SIXTH AFFIRMATIVE DEFENSE

Defendants have always acted in good faith and fairly.

SEVENTH AFFIRMATIVE DEFENSE

The alleged Membership Agreements are null and void and of no effect.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by applicable statutes of fraud.

NINTH AFFIRMATIVE DEFENSE

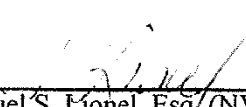
There is a lack of consideration for Plaintiff's claims.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants are informed and believe and on such basis allege they may have defenses available which are not fully known and of which Defendants are not presently aware. Defendants reserve the right to raise and assert additional defenses after such defenses have been ascertained.

WHEREFORE Defendants pray that the Complaint be dismissed with prejudice and the Defendants be awarded their attorney fees and costs.

FENNEMORE CRAIG, P.C.

By: 
Samuel S. Lionel, Esq. (NV Bar No. 1766)
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Telephone: (702) 692-8000
Facsimile: (702) 692-8099
E-mail: slionel@fclaw.com
Attorneys for Defendants

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

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

www.pearsoned.com

Case Type: **Breach of Contract**
 Subtype: **Other**
 Date Filed: **07/31/2013**
 Location: **Department 27**
 Case Number: **A686303**
 Case Court No.: **66823**
67595
70492
79917
81038
81238

RELATED CASE INFORMATION

Related Cases

A-16-746239-C (Consolidated)

PARTY INFORMATION

Lead Attorneys

**Consolidated Eliades Survivor Trust of 10-30-03
Case Party**

**Consolidated Eliades, Peter
Case Party**

Dennis L. Kennedy
Retained
7025628820(W)

**Consolidated Sigmund Rogich
Case Party**

Brenoch Wirthlin
Retained
702-385-2500(W)

**Consolidated TELD, LLC
Case Party**

Dennis L. Kennedy
Retained
7025628820(W)

Counter Claimant **Eldorado Hills LLC**

Dennis L. Kennedy
Retained
7025628820(W)

Counter Defendant Alexander Christopher Trust

Charles E. Barnabi
Retained
702-475-8903(W)

Counter Defendant **Go Global Inc**

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

Counter Defendant **Huerta, Carlos A**

Defendant Eldorado Hills LLC

Dennis L. Kennedy
Retained
7025628820(W)

Other Plaintiff Go Global Inc

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

Plaintiff	Huerta, Carlos A	Charles E. Barnabi <i>Retained</i> 702-475-8903(W)
Plaintiff	Nanyah Vegas LLC	Mark G Simons <i>Retained</i> 775-785-0088(W)
Trustee	Huerta, Carlos A	Charles E. Barnabi <i>Retained</i> 702-475-8903(W)
Trustee	Rogich, Sig Also Known As Rogich, Sigmund	Brenoch Wirthlin <i>Retained</i> 702-385-2500(W)

EVENTS & ORDERS OF THE COURT

03/20/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Allif, Nancy)

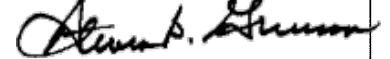
Minutes

03/20/2019 9:00 AM

- NANYAH VEGAS LLC'S MOTION IN LIMINE #5 RE: PAROLE EVIDENCE RULE...NANYAH VEGAS LLC'S MOTION IN LIMINE #6 RE: DATE OF DISCOVERY...MOTION FOR COMPEL PRODUCTION OF PLAINTIFFS' TAX RETURN AND FOR ATTORNEY'S FEES AND ORDER SHORTENING TIME Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #5. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule DENIED. Mr. Liebman to prepare the order and submit it to opposing counsel for approval. Arguments by Mr. Simons, Mr. Liebman, and Mr. Wirthlin regarding the merits and opposition to the Motion in Limine #6. Court stated its findings and ORDERED, Nanyah Vegas LLC's Motion in Limine #6 Re :Date of Discovery DENIED. Arguments by Mr. Wirthlin and Mr. Simons regarding the Motion to Compel. COURT ORDERED, Motion for Compel Production of Plaintiffs' Tax Return and for Attorney's Fees and Order Shortening Time GRANTED IN PART as to Motion to Compel, DENIED IN PART as to Motion for Attorney's Fees; the part of the tax return showing treatment will be discoverable and the schedule L and front page of the tax return should be provided within ten days of entry of the order, if parties can agree to a protective order then it can be produced pursuant to a protective order, and if parties can not come to terms on a protective order then they may request a telephonic for the Court to resolve the matter with letters sent to Court so it can prepare for the telephonic. Court stated it is entering an order today striking the motions for summary judgment as they are past the dispositive deadline. Copy of order provided to counsel.

Parties Present

Return to Register of Actions



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas H. Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

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

Defendants.

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS SIGMUND ROGICH,
INDIVIDUALLY AND AS TRUSTEE
OF THE ROGICH FAMILY
IRREVOCABLE TRUST AND
IMITATIONS, LLC'S SECOND
SUPPLEMENTAL PRE-TRIAL
DISCLOSURE STATEMENT
PURSUANT TO NRCP 16.1(a)(3)**

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

1 **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF**
2 **THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S**
3 **SECOND SUPPLEMENTAL PRE-TRIAL DISCLOSURE STATEMENT**
4 **PURSUANT TO NRCP 16.1(a)(3)**

5 Defendants, SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF
6 THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC
7 (collectively, the "Defendants"), by and through their counsel of record, Samuel S.
8 Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C., hereby submit their
9 **SECOND** Supplemental Pre-Trial Disclosures pursuant to NRCP 16.1(a)(3), as follows
10 (newly disclosed items provided in **bold**):

11 **I.**

12 **PRE-TRIAL STATEMENT OF WITNESSES**

13 Pursuant to NRCP 16.1(a)(3)(A) and (B), Defendants hereby provide their pre-
14 trial statement of witnesses as follows:

15 **A. DEFENDANTS' TRIAL WITNESSES**

16 Defendants expect to present the following witnesses at trial:

- 17 1. Sigmund Rogich
18 c/o Samuel S. Lionel, Esq.
19 Brenoch Wirthlin, Esq.
20 Fennemore Craig, P.C.
21 300 S. Fourth St., Suite 1400
22 Las Vegas, Nevada 89101
23 (702) 692-8000
- 24 2. Melissa Olivas
25 c/o Samuel S. Lionel, Esq.
26 Brenoch Wirthlin, Esq.
27 Fennemore Craig, P.C.
28 300 S. Fourth St., Suite 1400
 Las Vegas, Nevada 89101
 (702) 692-8000

29 **B. DEFENDANTS' SUBPOENAED TRIAL WITNESSES**

30 Defendants expect to subpoena the following witnesses for trial:

- 31 1. Carlos Huerta
32 7229 Mira Vista St.
33 Las Vegas, NV 89120
34 (702) 497-6408

1 Currently, Defendants do not intend to subpoena any additional witnesses for trial,
2 other than those identified above; however, all appropriate Subpoenas will be served
3 prior to trial and this Pre-Trial Disclosure Statement will be amended to reflect same.

4 **C. DEFENDANTS' WITNESSES IF THE NEED ARISES**

5 Defendants may present the following witnesses if the need arises:

- 6 1. Summer Rellamas
94-1039 Kaukahi PL #APT 9
7 Waipahu, HI 96797
(808) 676-9214
8
- 9 2. All witnesses designated by any other party herein.
- 10 3. Any and all necessary rebuttal witnesses.
- 11 4. Any and witnesses necessary to authenticate any piece of evidence.
- 12 5. Any and all impeachment witnesses necessary to impeach any witness
13 called by any party to this action.

14 **D. DEPOSITION TRANSCRIPTS**

15 Defendants expect present the deposition transcripts (or any portion thereof) of the
16 following, as a means of impeachment and/or rebuttal of any testimony provided by such
17 witness during the trial in this matter:

- 18 1. Carlos Huerta (April 3, 2014 and April 30, 2014)
- 19 2. Yoav Harlap (October 11, 2017)
- 20 3. Any other deposition taken in this matter.

21 **II.**

22 **PRE-TRIAL STATEMENT OF DOCUMENTS**

23 Pursuant to NRCP 16.1(a)(3)(C), Defendants hereby provide their pre-trial
24 statement of documents as follows:

25 **A. DEFENDANTS' TRIAL EXHIBITS**

26 Defendants expect to offer the following into evidence at trial:

27 ///

28 ///

Exhibit No.	Document Description	Bates Range(s)
500	E-mail (dated November 2, 2016) from Carlos Huerta to Yoav Harlap regarding Eldorado Hills Balance Sheet 11/2/16 (Attachment: Eldorado Hills, LLC Balance Sheets as of October 25, 2008)	NAN_000362-364
501	E-mail (dated June 8, 2007) from Carlos Huerta to Yoav Harlap regarding formation of Nevada company	NAN_000234-236
502	E-mail (dated July 13, 2007) from Carlos Huerta to Yoav Harlap regarding Nanyah Vegas setup (Attachment: Eldorado Project Update)	NAN_000237-240
503	Articles of Organization & Resident Agent Acceptance re: CanaMex Nevada, LLC (December 3, 2007)	PLTF00244-245; RT0203-204
504	Initial List of Managers or Managing Members and Resident Agent of CanaMex Nevada, LLC (December 3, 2007)	PLTF00247; RT0205
505	Email (dated December 4, 2007) from Yoav Harlap to Carlos Huerta regarding \$1.5M transfer	NAN_000241-245
506	E-mail (dated December 7, 2007) from Carlos Huerta to Yoav Harlap regarding CanaMex deposit	NAN_000246
507	E-mail (dated December 7, 2007) from Yoav Harlap to Carlos Huerta regarding request for articles of organization & corporate documents	NAN_000247
508	E-mail (dated December 8, 2007) from Summer Rellamas to Yoav Harlap regarding investment confirmation and organizational docs for Nanyah Vegas (attachment: Investment Confirmation Letter)	NAN_000248-249
509	CanaMex Nevada LLC's Nevada State Bank statement (dated December 31, 2007)	NAN_000387-388; NAN000451-452; RT0149-0150
510	Eldorado Hills, LLC's Nevada State Bank statements (dated December 31, 2007)	NAN000449-450; NAN000454-455; RT0151-0154
511	Go Global, Inc.'s Nevada State Bank statement (dated December 31, 2007)	RT0155
512	Go Global, Inc.'s 2007 Profit & Loss Statement	RT0219
513	Eldorado Hills, LLC – 2007 Tax Return	RT0158-202
514	CanaMex Nevada's 2007 Schedule K-1 to Nanyah Vegas, LLC	NAN_000270-271
515	E-mail (dated January 3, 2008) from Carlos Huerta to Yoav Harlap regarding CanaMex Nevada update (Attachment: Letter with NZC-1289-07 BCC approval update)	NAN_000250-251

<u>Exhibit</u> <u>No.</u>	<u>Document Description</u>	<u>Bates Range(s)</u>
516	E-mail (dated January 3, 2008) from Yoav Harlap to Carlos Huerta re additional lot	NAN_000252
517	E-mail (dated January 3, 2008) from Carlos Huerta to Yoav Harlap regarding CanaMex Nevada Update	NAN_000253-255
518	Email (dated January 30, 2008) from Summer Rellamas to Yoav Harlap regarding investor portfolio (Attachment: Go Global Properties Annual Investor Update)	NAN_000256-264
519	E-mail (dated February 2, 2008) from Carlos Huerta to Jennifer Koelin regarding CanaMex Investment Summary (Attachment: CanaMex Investment Summary)	RT0220-0238
520	E-mail (dated March 13, 2008) from Carlos Huerta to Yoav Harlap regarding update (Attachment: Letter from Huerta to Harlap re CanaMex Nevada project update)	NAN_000265-268
521	Email (dated April 25, 2008) from Summer Rellamas to Yoav Harlap re 2007 IRS Form K-1 for CanaMex Nevada investment	NAN_000269-272
522	Eldorado Hills, LLC – Balance Sheet (As of October 25, 2008)	NAN_000363-364
523	E-mail (dated October 25, 2008) from Carlos Huerta to Kenneth Wolson regarding Ken's agreement	RT0211-217
524	E-mail (dated October 27, 2008) from Yoav Harlap to Carlos Huerta regarding Las Vegas Update	NAN_000276-277
525	E-mail (dated October 28, 2008) from Sig Rogich to Melissa Olivas regarding Eldorado Hills Financials	RT0207-210
526	Eldorado Hills, LLC – General Ledger (As of October 29, 2008)	RT0115-0132
527	Purchase Agreement between Go Global, Inc., Carlos Huerta and The Rogich Family Irrevocable Trust (dated October 30, 2008)	NAN_000001-11; RT0023-33
528	Annual List of Managers or Managing Members and Resident Agent of CanaMex Nevada, LLC (December 31, 2008)	RT0206
529	Eldorado Hills, LLC – 2008 Tax Return	RT2208-2330
530	Unanimous Written Consent of the Managers of Eldorado Hills, LLC (dated June 25, 2009)	RT0145
531	Eldorado Hills, LLC – 2009 Tax Return	RT2331-2422
532	Eldorado Hills, LLC – 2010 Tax Return	RT2423-2479
533	CanaMex Nevada's 2010 Schedule K-1 to Nanyah Vegas, LLC	NAN_000389-391

<u>Exhibit</u> <u>No.</u>	<u>Document Description</u>	<u>Bates Range(s)</u>
534	E-mail (dated July 24, 2011) from Carlos Huerta to Yoav Harlap regarding project update, freeway improvements and Eliades investor	NAN_000278-279
535	Unanimous Written Consent of the Managers of Eldorado Hills, LLC (dated January 1, 2012)	NAN_000223-224; RT0133-0136
536	Imitations Transaction Documents	RT0001-0022
537	E-mail (dated October 22, 2013) from Sig Rogich to Melissa Olivas	RT0218
538	E-mail (dated March 28, 2014) from Carlos Huerta to Yoav Harlap, cc: Jacob Feingold, regarding project update, in escrow with D.R. Horton, litigation with Rogich and request to be Nanyah's PMK	NAN_000280-281
539	E-mail (dated November 1, 2016) from Carlos Huerta to Yoav Harlap re Eldorado Hills deal	NAN_00356-0357
540	Eldorado Hills, LLC – General Ledger ¹	PLTF00547-574; NAN_000483-510
541	Plaintiff's Responses to Second Set of Interrogatories to Carlos A. Huerta (dated September 16, 2014; Case No.: A-13-686303-C)	-
542	Order Granting Partial Summary Judgment (dated November 5, 2014; Case No.: A-13-686303-C)	-
543	Complaint dated November 4, 2016 (Case No.: A-16-746239-C)	-
544	First Amended Answer dated January 23, 2018 (Case No.: A-16-746239-C)	-
545	Nanyah Vegas, LLC's Answers to Defendants' First Set of Interrogatories (dated June 28, 2017)	-
546	Nanyah Vegas, LLC's First Amended Answers to Defendants' First Set of Interrogatories (dated August 14, 2017)	-
547	Nanyah Vegas, LLC's Response to Defendants' Request for Production of Documents (dated November 14, 2017)	-
548	Nanyah Vegas, LLC's Second Amended Answers to Defendants' First Set of Interrogatories (dated December 1, 2017)	-
549	Nanyah Vegas, LLC's Response to Defendants' First Set of Requests for Admission (dated December 1, 2017)	-

¹ This document is the subject of a pending Motion in Limine, which will be decided on April 4, 2019.

<u>Exhibit No.</u>	<u>Document Description</u>	<u>Bates Range(s)</u>
550	Go Global, Inc.'s Nevada State Bank statement (dated December 31, 2007) with checking account credit slip	PLTF442-443
551	Nanyah's Tax Returns (years: 2007 through 2016)²	-
552	Correspondence between Huerta and Harlap	HUERTA606-642
553	Email from Huerta to Harlap re Nanyah Appeal	NAN_00303
554	Amended and Restated Operating Agreement of Eldorado Hills, LLC (dated October 2008)	RT0098-111
555	Letter from Mr. Simons to Judge Allf dated 9/5/18 re Eliades Summary Judgment Order³	RD000001PTD – RD000030PTD

Defendants expect to offer the following documents into evidence at trial if the need arises:

1. Any and all exhibits, affidavits and declarations submitted with dispositive motions filed in this action.

2. Any and all Bankruptcy pleadings and documents filed, submitted or associated with the following US Bankruptcy of Nevada cases: (a) In Re: Go Global, Inc. (Case No. 10-14804-LED); (b) In Re: Carlos A. Huerta and Christine H. Huerta (Case No.: 10-14556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. Case No.: BK-S-14-01173-MKN).

3. Any and all other documents previously disclosed by Defendants.

4. Any and all documents previously disclosed by other Defendants.

5. Any and all documents previously disclosed by Plaintiff.

6. Any and all documents previously produced by third-parties.

Defendants reserve the right to rely upon and utilize any and all documents and exhibits identified by other parties.

² Nanyah's tax returns are to be produced by it based upon the outcome of a Motion to Compel hearing held on March 20, 2019. The Defendants hereby fully incorporate such tax returns into these disclosures.

³ Although the parties already have a copy of this Letter, for the purposes of referring to it during the trial in this matter, the Defendants hereby attach a bates stamped version to these disclosures.

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III.

RESERVATION

Defendants reserves the right to supplement and/or amend this Pre-Trial Disclosure if additional witnesses or documents need to be disclosed.

DATED: March 22, 2019.

FENNEMORE CRAIG, P.C.



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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of **DEFENDANTS SIGMUND ROGICH,**
3 **INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY**
4 **IRREVOCABLE TRUST AND IMITATIONS, LLC'S SECOND**
5 **SUPPLEMENTAL PRE-TRIAL DISCLOSURE STATEMENT PURSUANT TO**
6 **NRCP 16.1(a)(3)** was served upon the following person(s) either by electronic
7 transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR
8 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for
9 non-registered users, March 22, 2019 as follows:

10 Mark Simons, Esq.
11 6490 South McCarran Blvd., #20
12 Reno, Nevada 89509
13 mark@mgsimonslaw.com
14 *Attorney for Plaintiff Nanyah Vegas,*
15 *LLC*

☒ [x] Via E-service
☐ [] Via U.S. Mail (Not registered with
CM/ECF Program)

13 Charles E. ("CJ") Barnabi, Jr.
14 COHEN JOHNSON PARKER
15 EDWARDS
16 375 E. Warm Springs Road, Suite 104
17 Las Vegas, NV 89119
18 cj@cohenjohnson.com
19 *Attorney for Plaintiffs Carlos Huerta*
20 *and Go Global*

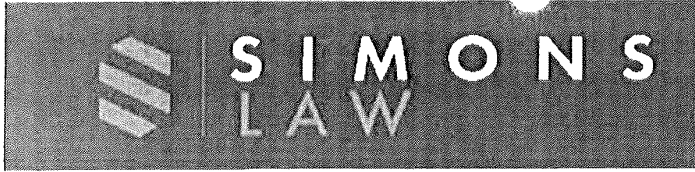
☒ [x] Via E-service
☐ [] Via U.S. Mail (Not registered with
CM/ECF Program)

18 Dennis Kennedy
19 Joseph Liebman
20 BAILEY ❖ KENNEDY
21 8984 Spanish Ridge Avenue
22 Las Vegas, NV 89148
23 DKennedy@BaileyKennedy.com
24 JLiebman@BaileyKennedy.com
25 *Attorneys for Defendants Pete Eliades,*
26 *Teld. LLC and Eldorado Hills. LLC*

☒ [x] Via E-service
☐ [] Via U.S. Mail (Not registered with
CM/ECF Program)

23 /s/ Morganne Westover

24 An employee of
25 **Fennemore Craig, P.C.**
26
27
28



September 5, 2018

VIA OVERNIGHT MAIL

FedEx Tracking No. 7731 4609 9185
Honorable Nancy L. Allf
Eighth Judicial District Court, Dept. 27
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

RE: *Nanyah Vegas, LLC v. TELD, LLC, et al. A-16-746239-C*
Consolidated with Case No. A-13-686303-C

Dear Judge Allf:

On August 7, 2018, you entered your Minute Order addressing the motion for summary judgment filed by Defendants Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") and the countermotion filed by Nanyah Vegas, LLC's ("Nanyah"). A copy of your Minutes are attached as Exhibit 1.

Your decision was based upon specific findings of fact which are stated in your Minute Order as follows:

COURT FURTHER FINDS after review on October 30, 2008 The Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado Hills via a Purchase Agreement. Section 4 of the Purchase Agreement reads in part: Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation. . . . The Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000 investment.

COURT FURTHER FINDS after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that TELD, LLC, Peter Eliades,

6490 S. MCCARRAN BOULEVARD, SUITE 20 RENO, NEVADA 89509
775-785-0088 | MARK@MGSIMONSLAW.COM

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or the Eliades Survivor Trust of 10/30/08 specifically agreed to assume those obligations. . . .

Exh. 1, p.2 (emphasis added). The Court emphasized that its decision was based upon The Rogich Family Irrevocable Trust's "specific" agreement "to assume the obligation to pay Nanyah" its percentage or debt. In fact, the Court's decision clearly states: "for the reasons discussed above" the Defendants' motion was granted and Nanyah's countermotion was denied. Exh. 1, p.3.

Again, the Court's decision also denied Nanyah's countermotion for summary judgment based upon the Court's foregoing specific findings of fact. These specific findings of fact supporting this Court's interpretation and application of the Purchase Agreement must be included in the Court's final order granting these defendants' motion and denying Nanyah's countermotion. In this respect, NRCp 56(c) states as follows:

An order granting summary judgment shall set forth the undisputed material facts and legal determinations on which the court granted summary judgment.

The Defendants refuse to include the Court's specific findings of fact (required by NRCPO 56(c)) on which this Court granted summary judgment necessitating the submission of Nanyah's Order—which Order is in compliance with NRCp 56(c)'s provisions.

In addition, Nanyah's Order clarifies certain applicable language of the various agreements that are included in the proposed order and includes specific citations to the various contracts. The Defendants' proposed order contains no pin cites to the relevant provisions of the contracts. Finally, Nanyah's Order clarifies a minor number of undisputed facts. Inclusion of additional undisputed facts in an order is consistent with the purpose and intent of NRCp 52(b)—which vests parties with the right to seek additional findings of fact and conclusions of law to clarify matters, expand upon and amply factual matters and to put factual findings in context. In Re Herrmann, 100 Nev. 1, 20-21, n.16, 677 P.2d 594, 606-607, n. 16 (1984). A more accurate order at this stage will assist in avoiding the necessity of post-motion trial practice requesting inclusion of these undisputed and relevant facts.

With regard to the Court's conclusions of law, the conclusions of law are based entirely upon this Court's interpretation and application of the contracts. When the Court is granting summary judgment on the interpretation of a contract, the facts must be undisputed. Musser v.

Judge Nancy L. Allf
September 5, 2018
Page 3

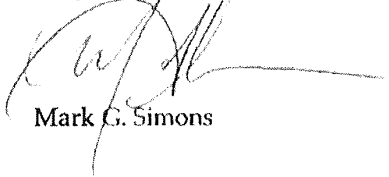
Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The question of the interpretation of a contract when the facts are not in dispute is a question of law.").

Therefore, because the Court made the foregoing specific factual findings upon which this Court interpreted the contracts as a matter of law, those specific factual findings must be included in the Court's Order and are included in Nanyah's proposed order.

The undersigned includes a red-lined comparison of the competing orders (**Exhibit 2**) and includes a final version of Nanyah's Order for execution by this Court (**Exhibit 3**).

If you have any further questions or comments, or if you would prefer for me to email you the Nanyah Order in Word format, please do not hesitate to contact me.

Very truly yours,



Mark G. Simons

/ja

Enclosures

cc: Joseph A. Liebman w/encl.
Samuel S. Lionel, w/encl.

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EXHIBIT 1

EXHIBIT 1

RD000004PTD

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9/5/2018

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Location: District Court Civil/Criminal Help

REGISTER OF ACTIONS

Case No. A-13-686303-C

Carlos Huerta, Plaintiff(s) vs. Eldorado Hills LLC, Defendant(s)§
§
§
§
§
§
§
§
§
Case Type: Breach of Contract
Other
Subtype: Contracts/Acc/Judgment
Date Filed: 07/31/2013
Location: Department 27
Cross-Reference Case Number: A686303
Supreme Court No.: 68823
 67595
 70492
RELATED CASE INFORMATION**Related Cases**

A-16-746239-C (Consolidated)

PARTY INFORMATION
Consolidated Ellades, Peter
Case Party
Lead Attorneys
Dennis L. Kennedy
Retained
 7025628820(W)

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

Dennis L. Kennedy
Retained
 7025628820(W)

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

Samuel S. Lionel
Retained
 7023838888(W)

Consolidated TELD, LLC
Case Party
Dennis L. Kennedy
Retained
 7025628820(W)

Counter Eldorado Hills LLC
Claimant
Dennis L. Kennedy
Retained
 7025628820(W)

Counter Alexander Christopher Trust
Defendant
Charles E. Barnabi
Retained
 702-823-3500(W)

Counter Go Global Inc
Defendant
Brandon B McDonald
Retained
 702-385-7411(W)

Counter Huerta, Carlos A
Defendant
Defendant Eldorado Hills LLC
Dennis L. Kennedy
Retained
 7025628820(W)
Other Plaintiff Go Global Inc
Brandon B McDonald
Retained
 702-385-7411(W)
Plaintiff Alexander Christopher Trust
Charles E. Barnabi
Retained
 702-823-3500(W)
<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=19660336&SingleViewMode=Minutes>

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JA_006053

Plaintiff Huerta, Carlos

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

Plaintiff Nanyah Vegas LLC

Mark G Simons
Retained
775-738-1551(W)

EVENTS & ORDERS OF THE COURT

08/07/2018 Decision (3:00 AM) (Judicial Officer Alf, Nancy)
DECISION: Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment and Opposition to Eliades Defendants Motion for Summary Judgment and Countermotion for Summary Judgment

Minutes

08/07/2018 3:00 AM

- COURT FINDS after review on July 26, 2018 the Court heard argument on Defendant Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment (Motion), as well as on Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment (Countermotion) and the Court took both matters under advisement. The Court set a Status Check on August 7, 2018 on Chambers Calendar to issue a decision or otherwise inform the parties of when they could expect one. COURT FURTHER FINDS after review based on the pleadings and papers on file, as well as arguments of counsel, the matter is deemed submitted, and COURT ORDERS the Motion is GRANTED and the Countermotion is DENIED. COURT FURTHER FINDS after review The fact that a contract or agreement contains a provision, as in the case at bar, binding the successors, heirs, and assigns of the parties hereto, is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916). COURT FURTHER FINDS after review An assignment cannot shift the assignor's liability to the assignee, because it is a well established rule that a party to a contract cannot relieve himself of his obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract. S. Pac. Co. v. Butterfield, 39 Nev. 177 (1916). COURT FURTHER FINDS after review on October 30, 2008 The Rogich Family Irrevocable Trust, as Buyer, obtained an interest in Eldorado Hills via a Purchase Agreement. Section 4 of the Purchase Agreement reads in part: Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation. . . . The Exhibit A Claimants includes Nanyah Vegas, LLC, and its \$1,500,000.00 investment. COURT FURTHER FINDS after review, though The Rogich Family Irrevocable Trust specifically agreed to assume the obligation to pay Nanyah Vegas, LLC its percentage or debt, there is nothing indicating that Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08 specifically agreed to assume those obligations from The Rogich Family Irrevocable Trust. The language indicating the Agreement shall be binding and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties hereto, absent any specific agreement, is not itself sufficient to impose liability on Teld, LLC, Peter Eliades, or the Eliades Survivor Trust of 10/30/08. And deposition testimony to the contrary does not impose a duty that the law or contractual relations do not otherwise impose. Accordingly, these Defendants are entitled to summary judgment on the contract-related claims and remedies, as well as for Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing. COURT FURTHER FINDS after review [C]ivil conspiracy liability may attach where two or more persons undertake some concerted action with the intent to commit an unlawful objective, not necessarily a tort. Cadle Co. v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15 (2015). COURT FURTHER FINDS after review Agents and employees of a corporation cannot conspire with their corporate principal or employer where they act in their official capacities on behalf of the corporation and not as individuals for their individual advantage. Collins v. Union Fed. Sav. & Loan Ass'n, 99 Nev. 284, 303 (1983). COURT FURTHER FINDS after review the intracorporate conspiracy doctrine does not apply to this case because the claim does not involve the Defendants conspiring with Eldorado Hills. COURT FURTHER FINDS after review Plaintiff's

9/5/2018

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

theory of Conspiracy is that it arises relating to the transactions whereby these defendants obtained membership interests in Eldorado subject to repayment obligations owed to Nanyah and these defendants pursuing their own individual advantages seeking to interfere with the return of Nanyah's investment in Eldorado. See Opposition p. 29. COURT FURTHER FINDS after review as discussed above, because there is no evidence these Defendants assumed the liability to repay Nanyah Vegas, LLC's investment, there is no unlawful objective necessary to support a claim for Conspiracy. Accordingly, these Defendants are entitled to summary judgment on Conspiracy. THEREFORE COURT ORDERS for good cause appearing and after review for the reasons discussed above Defendant Peter Ellades, Individually and as Trustee of the Ellades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment is GRANTED, and Plaintiff Nanyah Vegas, LLC's Countermotion for Summary Judgment is DENIED. Movant to prepare and submit detailed findings of fact and conclusions of law. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 8/8/2018

[Return to Register of Actions](#)

EXHIBIT 2

EXHIBIT 2

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BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
702.562.8820

1 **ORDR (CIV)**

2 DENNIS L. KENNEDY

3 Nevada Bar No. 1462

4 JOSEPH A. LIEBMAN

5 Nevada Bar No. 10125

6 **BAILEY ♦ KENNEDY**

7 8984 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148-1302

9 Telephone: 702.562.8820

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11 DKennedy@BaileyKennedy.com

12 JLiebman@BaileyKennedy.com

13 *Attorneys for Defendants* PETE ELIADES, THE

14 ELIADES SURVIVOR TRUST OF 10/30/08,

15 TELD, LLC and ELDORADO HILLS, LLC

16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**

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

25 **Plaintiffs,**

26 vs.

27 SIG ROGICH aka SIGMUND ROGICH as
28 Trustee of The Rogich Family Irrevocable
Trust; ELDORADO HILLS, LLC, a Nevada
limited liability company; DOES 1-X; and/or
ROE CORPORATIONS 1-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 1-X;
and/or ROE CORPORATIONS 1-X, inclusive.

Defendants.

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

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

CONSOLIDATED WITH:

Case No. A-16-746239-C

1 THIS MATTER came before the Court on July 26, 2018 on Defendants Peter Eliades,
2 individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades
3 Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") Motion for Summary
4 Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")
5 Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties
6 appeared as follows:

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

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

15 **UNDISPUTED MATERIAL FACTS**

16 **The Relevant History of Eldorado**

- 17 1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
18 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
19 Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
- 20 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
21 \$1,500,000.00 which eventually was deposited into Eldorado's bank account for a few days.
22 At this time, the Eliades Defendants had no involvement with Eldorado.
- 23 3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
24 Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in
25 Eldorado for \$3,000,000.00, which was quickly subsequently transferred to Teld when the
26 Flangas Trust backed out of the deal. Because Teld ended up with a larger percentage of
27 Eldorado than originally contemplated, it was later agreed that the Rogich Trust would re-
28 acquire 6.67% of Eldorado from Teld. As a result of these transactions, Go Global (i.e.,

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

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

The Relevant Agreements

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

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

i. "[Go Global and Huerta] owns a membership interest ... in Eldorado Hills, LLC ... equal or greater than thirty-five percent and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by (the Rogich Trust), may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit 'A' and incorporated by this reference ('Potential Claimants'). (The Rogich Trust) intends to negotiate such claims with (Go Global and Huerta's) assistance so that such claimants confirm or convert the amounts set forth beside the name of each said claimants into non-interest bearing debt, or an equity percentage to be determined by (the Rogich Trust) after consultation with (Go Global and Huerta) as desired by (Go Global and Huerta), with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in (Eldorado) retained by (the Rogich Trust)." (0025)

- 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 of debt. This will be Buyer's (The Rogich Trust's)

obligation. The Exhibit A Covenants include Nanyah and its
\$1,500,000.00 investment,

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

- The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and unequivocally states the following: Seller (Rogich and the Rogich Trust) confirms that certain amounts have been advanced to or on behalf of the Company (Eldorado) by certain third parties (including Nanyah), as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's \$1,500,000 investment into Eldorado.
- Section 8(c) of this Agreement again states that "[Seller (Rogich and the Rogich Trust) shall defend, indemnify and hold Buyer (Teld) harmless from any and all the claims of [Nanyah], each of whom invested or otherwise advanced [funds]... (i) It is the current intention of Seller (Rogich and the Rogich Trust) that such amounts be continued or converted to debt...
- Hueta acknowledged that he was aware of the Rogich Trust's obligation to Nanyah contained in the October 30, 2008, Purchase Agreement when he entered into the October 30, 2008 Membership Interest Purchase Agreement and that he understood that Teld's acquisition of the Rogich Trust's membership interests in Eldorado was subject to the terms and conditions of the October 30, 2008, Purchase Agreement.
- Hueta acknowledges that it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.
- "[The Rogich Trust] is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and [Teld] will**

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

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

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

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

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

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

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

28 {cite}

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

xii. The Elhades Defendants having knowledge or understanding when Nanyah discovered or was informed of the d January 1, 2012 Membership Interest Assignment Agreement

xiii. 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

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

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

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

10. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in the case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of itself, as a general rule, sufficient to impose personal liability upon the assignee, unless by specific agreement to that effect or by an agreed substitution of the assignee for the vendee. *Southern Pac. Co. v. Butterfield*, 39 Nev. 177, 154 P. 932, 932 (1916).¹

11. Further, "[a]n assignment 'cannot shift the assignor's liability to the assignee, because it is a well-established rule that a party to a contract cannot relieve himself of his

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

obligations by assigning the contract. Neither does it have the effect of creating a new liability on the part of the assignee, to the other party to the contract assigned, because the assignment does not bring them together, and consequently there cannot be a meeting of the minds essential to the formation of a contract.”” *Id.* at 933 (citation omitted).

10 12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase Agreement with the successors and assigns provision relied on by Nanyah, and even if they were, the 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 50 pay Nanyah’s percentage of Eldorado or the debt to Nanyah potential claim.

14 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, although Nanyah was not a party to this agreement.

14 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).

14 15. Based on the above, the Eliades Defendants never assumed the Rogich Trust’s any 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).

14 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).

15 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.

16.18. 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.

17.19. "[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).

18.20. 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.

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

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

ORDER

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

1. First Claim for Relief - Breach of Contract;
2. Second Claim for Relief - Breach of Implied Covenant of Good Faith and Fair Dealing;
3. Third Claim for Relief - Tortious Breach of Implied Covenant of Good Faith and Fair Dealing;

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- 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.

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

DATED this ____ day of _____, 2018.

DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By _____

Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302

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

Approved as to Form and Content:

SIMONS LAW

By: _____

Mark Simons, Esq.
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ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNMORE CRAIG, P.C.

By: _____

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Las Vegas, NV 89101

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Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
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EXHIBIT 3

EXHIBIT 3

RD000020PTD

JA_006068

2 **ORDR (CIV)**

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10 *Attorneys for Nanyah Vegas, LLC*

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

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

20 Plaintiffs,

21 vs.

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

27 Defendants.

28 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

1 included as a named signatory on the agreements, however, the agreements identified that
2 The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage
3 interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

4 **The Relevant Agreements**

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

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

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

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

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

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

¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013); *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. 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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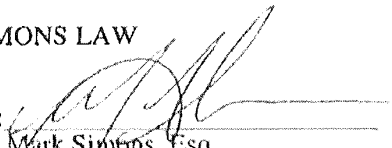
2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Counter-motion for
3 Summary Judgment is **DENIED**.

4 DATED this ____ day of _____, 2018.

5
6
7 DISTRICT COURT JUDGE

8 Submitted by:

9 SIMONS LAW

10 By: 
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., # 20
13 Reno, NV 89509
Attorneys for Plaintiff Nanyah Vegas, LLC

14 Approved as to Form and Content:

15 BAILEY ♦ KENNEDY

16 By: _____
17 Dennis Kennedy, Esq.
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19 8984 Spanish Ridge Avenue
20 Las Vegas, NV 89148-1302
Attorneys for Defendants PETE ELIADES,
THE ELIADES SURVIVOR TRUST OF 10/30/08,
TELD, LLC and ELDORADO HILLS, LLC

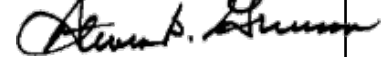
Approved as to Form and Content:

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By: _____
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CLERK OF THE COURT



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6 *Attorneys for Nanyah Vegas, LLC*

7
8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

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

14 Plaintiffs,

15 v.

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

19 Defendants.

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

21 Plaintiff,

22 v.

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

27 Defendants.
28

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

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

MOTION TO RECONSIDER
ORDER ON NANYAH'S
MOTION IN LIMINE #5:
PAROL EVIDENCE RULE ON
ORDER SHORTENING TIME

1 Nanyah Vegas, LLC ("Nanyah"), by and through its attorney Mark G. Simons of
2 SIMONS LAW, PC, hereby moves this Court to reconsider its oral ruling denying
3 Nanyah's Motion in Limine #5: Parol Evidence Rule (the "Motion"). This Motion is based
4 upon the following Memorandum of Points and Authorities, the exhibits attached hereto,
5 all pleadings and filings in this action and any additional information the Court considers
6 appropriate.
7

8 DATED this 25th day of March, 2019.
9

10 SIMONS HALL JOHNSTON PC
11 6490 So. McCarran Blvd., #F-46
12 Reno, Nevada, 89509

13 /s/ Mark G. Simons
14 MARK G. SIMONS
15 Attorney for Nanyah Vegas, LLC

16 **DECLARATION OF MARK G. SIMONS IN SUPPORT OF MOTION TO RECONSIDER**
17 **ORDER ON NANYAH'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE ON**
18 **ORDER SHORTENING TIME**

19 I, MARK G. SIMONS, hereby declare as follow:
20

21 1. I am a partner with the law firm of SIMONS HALL JOHNSTON PC, which is
22 counsel for Nanyah in the above-captioned matter.
23

24 2. This Declaration is made and based upon my personal knowledge. If called
25 to testimony, I could competently do so.
26

27 3. Trial in this matter is set for a firm setting to begin April 22, 2019.
28

4. On April 4, 2019, the Court is conducting oral argument on three (3) related
motions in this action.

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

5. Given the Court's incorrect analysis and clear error in rendering its oral pronouncement denying Nanyah's Motion, this emergency motion to reconsider is mandated and required.

6. The three (3) additional hearings scheduled on April 4, 2019, relate in some fashion to the issues needing reconsideration.

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

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

DATED this 25th day of March, 2019.

/s/ Mark G. Simons
MARK G. SIMONS

ORDER SHORTENING TIME

TO: ALL INTERESTED PARTIES and THEIR ATTORNEYS OF RECORD:

Upon application of counsel, and good cause appearing, IT IS HEREBY ORDERED that Nanyah's **MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE ON ORDER SHORTENING TIME** shall be heard on the 4th day of April, 2019, at the hour of 9:30 (a) m. or as soon thereafter as counsel may be heard.

DATED this 25th day of March, 2019.

J. Enobar
DISTRICT COURT JUDGE
for Honorable ally

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. MOTION FOR RECONSIDERATION.**

3 District Court Rule 13(7) and EDCR 2.24(a) both provide the parties with a
4 mechanism to have this Court reconsider a prior order. “[A] court may, for sufficient
5 cause shown, amend, correct, resettle, modify, or vacate, as the case may be, an order
6 previously made and entered on motion in the progress of the cause or proceeding.”
7 Trail v. Faretto, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975).
8

9 The Court should grant a motion for reconsideration when the original decision was
10 “clearly erroneous.” Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley,
11 Urga & Wirth, Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (“A district court may
12 reconsider a previously decided issue if . . . **the decision is clearly erroneous.**”
13 (emphasis added)). Rehearings are not granted as a matter of right but are proper if
14 there is a reasonable probability that the court may have arrived at an erroneous
15 conclusion. Geller v. McCowan, 64 Nev. 106, 108, 178 P.2d 380, 381 (1947). Finally, a
16 motion for reconsideration is warranted when, for sufficient cause, such as an incorrect
17 application of law, the Court rendered an incorrect ruling. Id.
18

19 **II. BASIS OF MOTION FOR RECONSIDERATION.**

20 On March 20, 2019, the Court conducted oral argument on Nanyah’s Motion. At
21 the conclusion of the hearing, the Court denied Nanyah’s Motion based upon the
22 following incorrect statements of law:
23

- 24 1. The parol evidence rule did not apply to Eldorado Hills, LLC
25 (“Eldorado”) because Eldorado was not a party to the written
26 contracts at issue in this case.
27
28

- 1 2. The parole evidence rule did not apply to the Rogich Defendants
2 because the Court had not yet found that Nanyah was a third-party
3 beneficiary of the written contracts at issue in this action.¹

4 Both rulings by the Court are incorrect as a matter of law and are clearly erroneous
5 necessitating this motion for reconsideration.

6 **III. THE COURT'S OCTOBER 5, 2018, ORDER ESTABLISHED LEGAL AND**
7 **BINDING RULINGS IN THIS ACTION.**

8 In what appears to be a blatant attempt to allow Eldorado and the Rogich
9 Defendants to offer a myriad of parole evidence to contradict the "clear and unambiguous"
10 terms of the relevant contracts in this case that this Court has previously interpreted "as a
11 matter of law". Further, the Court's October 5, 2018, Order (the "Order") specifically held
12 that Nanyah could not introduce any parole evidence to contradict or vary the terms of the
13 unambiguous contracts seeking to hold the Eliades Defendants liable under the various
14 contracts—**BECAUSE THE PAROL EVIDENCE RULE BARRED NANYAH FROM**
15 **SEEKING TO INTRODUCE ANY PAROL EVIDENCE! Exhibit 1.**

16 The following are undisputed facts and rulings of law contained in the Court's Order
17 that are applicable to this motion:

- 18 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, **Nanyah**
19 **wired \$1,500,000.00 which eventually was deposited into**
20 **Eldorado's bank account. . . .**
21 . . .
22 4. . . . **the agreements identified The Rogich Trust specifically agreed to**
23 **assume the obligation to pay Nanyah its percentage interest in**
24
25

26 _____
27 ¹ Sigmund Rogich individually, as Trustee of the Rogich Family Irrevocable Trust ("Rogich
28 Trust") and Imitations, LLC ("Imitations") are collectively referred to herein as the "Rogich
 Defendants".

Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

...

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

...

5.b.i. The October 30, 2008, Membership Interest Purchase Agreement identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which **clearly and unequivocally states** the following: **Seller [Rogich Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's \$1,500,000 investment into Eldorado.**

...

5.b.iv. Eliades acknowledges that **it was always the responsibility of Rogich and the Rogich Trust to repay Nanyah for its investment in Eldorado.**

...

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

...

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

7. The October 30, 2008, Purchase Agreement states that **The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or Debt**

...

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

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).

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...

21. ... the Court concludes that that Eliades Defendants did not specifically assumed the Rogich Trust's obligation to repay Nanyah Its \$1,500,000.00 investment into Eldorado

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

Exh. 1 (emphasis added).

So, in summary, the Court made specific rulings of law in its Order that based upon "clear and unambiguous" terms of the various contracts that invested \$1.5 million into Eldorado, Eldorado had an "obligation" to repay this investment and the Rogich Trust "specifically agreed" to assume the repayment obligation. **Then, the Court even specifically applied the parol evidence rule to bar Nanyah from presenting any parol evidence demonstrating the Eliades Defendants' liability under the contracts.**

Now, in an effort to avoid the consequences of its Order, the Court refused to comply with the legal rulings contained in its Order and refuses to apply the parol evidence rule contending that Nanyah is not a third-party beneficiary even though (1) the Court found that Nanyah was in fact a third-party beneficiary because it already has applied the parol evidence rule against Nanyah in this action treating Nanyah as an express third-party beneficiary of the various contracts and (2) because the Court specifically identified that the various contracts all contain the Rogich Trust's express admission and concession that Nanyah is in fact a third-party beneficiary of the contracts because the Rogich Trust "specifically assumed" the repayment of Nanyah's \$1.5 million investment.

///
///

1 **A. THE PAROL EVIDENCE RULE DIRECTLY APPLIES TO THE ROGICH**
2 **DEFENDANTS AND THE COURT'S REFUSAL TO ENFORCE THE**
3 **PAROL EVIDENCE RULE IN LIGHT OF ITS PRIOR ORDER IS CLEAR**
4 **ERROR AND ARBITRARY AND CAPRICIOUS CONDUCT.**

5 To assert that the parol evidence rule does not apply to the Rogich Trust because
6 the Court did not conclude that Nanyah is a third-party beneficiary is a clear error of law.

7 First, the Court already interpreted the various unambiguous contracts to define
8 Nanyah as a third-party beneficiary of the Rogich Trust's "specific" promises to repay
9 Nanyah its \$1.5 million invested into Eldorado, the Court is bound by its legal
10 interpretation of the parties' contracts as a matter of law. Nanyah's third-party
11 beneficiary status is not an issue of fact. The Court's Order specifically defines Nanyah
12 as a specifically referenced beneficiary of a specifically assumed obligation owed by the
13 Rogich Trust to repay it \$1.5 million. The Court's Order specifically references Nanyah's
14 investment and the Rogich Trust's promise to repay Nanyah its \$1.5 million investment
15 seven (7) separate times! The Court cannot now artificially claim Nanyah's third-party
16 beneficiary status is uncertain when the Court has already interpreted the contracts as a
17 matter of law defining Nanyah as a third-party beneficiary.

18 Second, the Court already ruled that Nanyah is a third-party beneficiary of the
19 various contracts because the Court already applied the parol evidence rule against
20 Nanyah. The Court does not get to pick and chose which parties are subject to the parol
21 evidence rule. Instead, the Court found that the parol evidence rule applied to Nanyah
22 evidence rule. Instead, the Court found that the parol evidence rule applied to Nanyah
23 **because Nanyah was, as a matter of law, a specifically called out for third-party**
24 **beneficiary under the terms of the unambiguous contracts.**

25 Given the foregoing, the Court's denial of Nanyah's Motion is clear error. The
26 Court's refusal to apply the parol evidence rule has no legal support and is an entirely
27 Court's refusal to apply the parol evidence rule has no legal support and is an entirely
28

1 arbitrary and capricious decision with no bearing on the Court's legal rulings contained in
2 its Order. The Court's following words carry consequences in this action:

3 4. . . . [T]he agreements identified **The Rogich Trust specifically agreed to**
4 **assume the obligation to pay Nanyah its percentage interest in**
5 **Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.**

6 . . .

7 7. The October 30, 2008, Purchase Agreement states that **The Rogich**
8 **Trust specifically agreed to assume the obligation to pay Nanyah its**
9 **percentage or Debt**

10 Exh. 1, ¶4, ¶7 (emphasis added). The foregoing legal rulings result in consequences in
11 this case. One of the consequences is that the Court specifically found that Nanyah is an
12 identified third-party beneficiary of the Rogich Trust's promise to repay its debt.

13 Since the Court already determined as a matter of law that Nanyah is a third-party
14 beneficiary of the various agreements, this Court's ruling is a clear error of law. Lipshie
15 v. Tracy Investment Co., 93 Nev. 370, 379 566 P.2d 819 (1977) ("To obtain such a [third
16 party beneficiary] status, there must clearly appear a promissory intent to benefit the third
17 party"). The Court has already defined as a matter of law that it clearly appears a
18 promissory intent to benefit Nanyah as a matter of law. As such, the Court must
19 reconsider its ruling and grant Nanyah's Motion as requested since the Court has already
20 determined that Nanyah is a third-party beneficiary under the various contracts as a
21 matter of law in this action.

22 **B. ELDORADO IS ALSO BARRED BY THE PAROL EVIDENCE RULE**
23 **SINCE ELDORADO IS A PARTY TO THE EXACT SAME CLEAR AND**
24 **UNAMBIGUOUS CONTRACTS.**

25 The Court denied Nanyah's Motion as to Eldorado on the entirely unsupportable
26 and fictitious basis that Eldorado is not a party to the various contracts at issue in this
27 case. That legal fiction is another clearly erroneous decision by this Court.
28

1 First, the Court specifically ruled that Eldorado incorporated all of the terms of the
2 “clear and unambiguous” contracts defining Nanyah’s investment into Eldorado and the
3 Rogich Trust’s specific repayment duty to Nanyah.

4 The two (2) Membership Interest Purchase Agreements executed by the Rogich
5 Trust detail and incorporate Eldorado’s Amended and Restated Operating Agreement of
6 Eldorado Hills, LLC (“Amended Operating Agreement”). Id., Recitals I. In addition,
7 Eldorado’s Amended Operating Agreement cross-references and cross-incorporates the
8 Membership Interest Purchase Agreements. Both agreements reference and incorporate
9 each other!

10 The Court’s Order specifically found as a matter of that Recital A of Eldorado’s
11 Amended Operating Agreement incorporates the totality of the Rogich Trust’s
12 Membership Interest Purchase Agreements were “fully incorporated” into Eldorado’s
13 Amended Operating Agreement as follows:

14 **5.c.iii**

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

19 Exh. 1, ¶5.c.iii (emphasis added). Accordingly, again as a matter of law, Eldorado is in
20 fact a party to the various agreements.

21 Second, the law is abundantly clear that Eldorado’s adoption and inclusion of the
22 October 30, 2008, Membership Interest Purchase Agreements into Eldorado’s own
23 Amended Operating Agreement makes Eldorado a party to those agreements—as a
24 matter of law. Hill Int’l, Inc. v. Opportunity Partners L.P., 119 A.3d 30, 38 (Del. 2015)
25 (“The bylaws of a Delaware corporation constitute part of a binding broader contract
26 among the directors, officers and stockholders formed within the statutory framework of
27
28

1 the Delaware General Corporation Law. Because corporate charters and bylaws are
2 contracts, our rules of contract interpretation apply."); Clary v. Borrell, 398 S.C. 287, 297,
3 727 S.E.2d 773, 778 (S.C. Ct. App. 2012) ("The operating agreement of a limited
4 liability company is a binding contract that governs the relations among the members,
5 managers, and the company."); Allied Supermarkets, Inc. v. Grocer's Dairy Co., 45 Mich.
6 App. 310, 315, 206 N.W.2d 490, 493 (1973), aff'd sub nom. Allied Supermarkets, Inc. v.
7 Grocers' Dairy Co., 391 Mich. 729, 219 N.W.2d 55 (1974) ("The bylaws of a corporation,
8 so long as adopted in conformity with state law, constitute a binding contract between
9 the corporation and its shareholders."); St. John's Hosp. Med. Staff v. St. John Reg'l Med.
10 Ctr., Inc., 245 N.W.2d 472, 474 (S.D. 1976) ("the bylaws of a corporation . . . constitute
11 a binding contract between the corporation and its shareholders."); Lawson v. Household
12 Fin. Corp., 152 A. 723, 727 (Del. 1930) ("it has been generally recognized in this country
13 that the charter of a corporation is a contract both between the corporation and the state
14 and the corporation and its stockholders. It is not necessary to cite authorities to support
15 this proposition.").

16
17
18 When a party's own contract refers and incorporates another contract, those two
19 contracts form a single indivisible contract. 11 Williston on Contracts § 30:25 (4th ed.)
20 ("When a writing refers to another document, that other document, or the portion to which
21 reference is made, becomes constructively a part of the writing, and in that respect the
22 two form a single instrument."). As stated in Canadian Nat. Ry. Co. v. Montreal, Maine &
23 Atl. Ry., Inc., 786 F. Supp. 2d 398, 415 (D. Me. 2011).

24
25 [I]t is hornbook law that contracting parties may incorporate additional terms by
26 reference to a separate document, in whole or in part. See 11 Richard A. Lord,
27 Williston on Contracts § 30:25 (4th ed. 2010) (Williston). "Where a writing refers to
28 another document, that other document, or the portion to which reference is made,
becomes constructively a part of the writing, and in that respect the two form a
single instrument.

1 Id. Accordingly, this Court has already ruled that Eldorado's Amended Operating
2 Agreement incorporates in total the terms and conditions of the October 30, 2008,
3 Membership Interest Purchase Agreements, and as such, Eldorado is a party to those
4 agreements as a matter of law.

5
6 Consequently, first, the Court's conclusion that Eldorado is not a party to its own
7 Amended Operating Agreement is a clear error of law. Second, the Court's conclusion
8 that Eldorado is not a party to the various incorporated agreements contained in
9 Eldorado's own Amended Operating Agreement is another clear error of law. Both of
10 these grounds required reconsideration and reversal of the Court's decision.

11 Finally, to the extent the Court's analysis was premised on the claims asserted by
12 Nanyah, the application of the parol evidence rule is not tied to or conditioned upon the
13 claims asserted in the action. The parol evidence rule applies irrespective of any claims
14 asserted. Therefore, to the extent the Court seeks to use this reasoning as an
15 opportunity to again misapply the parol evidence rule, this reasoning is also without any
16 legal support and is clear error.

17
18 **C. THE COURT CANNOT PICK AND CHOSE WHO IS BOUND BY THE**
19 **PAROL EVIDENCE RULE IN THIS ACTION. IF ONE PARTY IS—THEY**
20 **ALL ARE.**

21 The Order specifically held that Nanyah could not introduce any parol evidence to
22 contradict or vary the terms of the unambiguous contracts seeking to hold the Eliades
23 Defendants liable under the various contracts because the parol evidence rule applied to
24 Nanyah! The Order specifically states as follows:

- 25 14. **Because the relevant agreements are clear and unambiguous, this**
26 **Court may determine the intent of the parties as a matter of law**, and
27 is precluded from considering any testimony to determine the Eliades
28 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).

1 Exh. 1 (emphasis added). The Court's Order states that the terms of the various
2 agreements in this case are "clear and unambiguous." Order, ¶14. In addition, the
3 Court's Order specifically cites to the case Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d
4 370, 373 (1980) for the following standard of law:

5 testimony used to contradict or vary the written terms of an agreement is a
6 violation of the parole evidence rule.

7 Id. As a consequence of this Court's Order, the application of Krieger v. Elkins and the
8 parole evidence rule, the defendants are barred from attempting to introduce any
9 testimony, exhibit or argument that contradicts the clear and unambiguous terms of the
10 contracts in this case because of the parole evidence rule.

11 The Court is not at liberty under the law to pick and choose which parties are
12 subject to the parole evidence rule. The Court is not at liberty to apply the parole evidence
13 rule against Nanyah precluding it from presenting parole evidence supporting its claims
14 against the Eliades Defendants and then arbitrarily and capriciously allow other
15 defendants who are also parties to the exact same agreements introduce parole evidence.
16 There is no logical or legal reasoning supporting the Court's diametrically opposite ruling
17 denying Nanyah's Motion. Accordingly, Nanyah's motion for reconsideration must be
18 granted and its Motion granted in total.

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

21 DATED this 25th day of March, 2019.

22
23 SIMONS HALL JOHNSTON PC
24 6490 S. McCarran Blvd., Ste. F-46
25 Reno, NV 89509

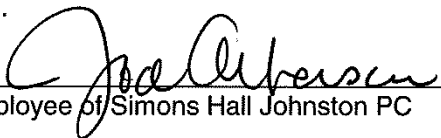
26 /s/ Mark G. Simons
27 MARK G. SIMONS
28 Attorneys for Nanyah Vegas, LLC

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 **MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5:**
PAROL EVIDENCE RULE ON ORDER SHORTENING TIME on all parties to this action
via the Odyssey E-Filing System:

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DATED this 25th day of March, 2019.


Employee of Simons Hall Johnston PC

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	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")

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

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

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

UNDISPUTED MATERIAL FACTS

The Relevant History of Eldorado

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

1 included as a named signatory on the agreements, however, the agreements identified that
2 The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage
3 interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

4 **The Relevant Agreements**

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

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

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

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

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."

2 iii. The terms and conditions of the October 30, 2008 Membership Interest
3 Purchase Agreement were incorporated by reference into the October 30,
4 2008 Amended and Restated Operating Agreement. Recital A.

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

- 7 i. The January 1, 2012, Membership Interest Assignment Agreement was not
8 executed until sometime in August, 2012.
- 9 ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
10 paid.
- 11 iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
12 Nevada limited-liability company...as of the date hereof...(Within the Rogich
13 40% is a potential 1.12% interest of other holders not of formal record with
14 Eldorado)."
- 15 iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed
16 or encumbered any of his Forty Percent (40%) to any other person or entity
17 prior to this Agreement, except for the potential claims of .95% held by The
18 Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
- 19 v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades
20 will receive at closing good and absolute title free of any liens, charges or
21 encumbrances thereon."
- 22 vi. The Eliades Defendants never informed Nanyah of this agreement and/or that
23 they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
- 24 vii. The Eliades Defendants have no knowledge or understanding when Nanyah
25 discovered or was informed of the d. January 1, 2012 Membership Interest
26 Assignment Agreement.
- 27 viii. Nanyah was not a party to this agreement.

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

CONCLUSIONS OF LAW

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

27 ¹ Other jurisdictions are in accord. *Van Sickle v. Hallmark & Associates, Inc.*, 840 N.W.2d 92, 104 (N.D. 2013);
28 *In re Refco Inc. Sec. Litig.*, 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); *Pelz v. 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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2 For the reasons set forth above, **IT IS FURTHER ORDERED** that the Countermotion for
3 Summary Judgment is DENIED.

4 DATED this 1 day of Oct, 2018.

5
6 Nancy L. AUC
7 DISTRICT COURT JUDGE

8 Submitted by: 

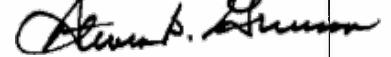
9 SIMONS LAW
10 By: 
11 Mark Simons, Esq.
12 6490 South McCarran Blvd., # 20
13 Reno, NV 8950
Attorneys for Plaintiff Nanyah Vegas, LLC

14 Approved as to Form and Content:
15 BAILEY ♦ KENNEDY

16 By: _____
17 Dennis Kennedy, Esq.
18 Joseph Liebman, Esq.
19 8984 Spanish Ridge Avenue
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TELD, LLC and ELDORADO HILLS, LLC

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ORDR

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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 DENYING
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION**

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") and on Nanyah's Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute Order").

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCP 60(b)(1).

5. The Court finds that the Rogich Defendants' motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court's Order or the Court's Minute Order.

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For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for
2 NRCP 60(b) relief is **DENIED**.

3 DATED this 22 day of March, 2019.

4
5 Nancy J. A.R.F.
6 DISTRICT COURT JUDGE
7 

8 Submitted by:

9 FENNEMORE CRAIG, P.C.

10 By: 

11 Samuel Lionel, Esq.
12 Brenoch Wirthlin, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

13 *Attorneys for Defendants Sig Rogich,*
14 *Individually and as Trustee of the Rogich*
Family Irrevocable Trust, and Imitations, LLC

15
16 Approved as to Form and Content:

17 BAILEY ♦ KENNEDY

18
19 By: 

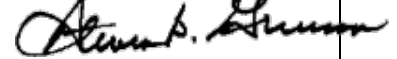
20 Dennis Kennedy, Esq.
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21 *Attorneys for Defendants PETE ELIADES,*
22 *THE ELIADES SURVIVOR TRUST OF*
10/30/08,
23 *TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS HALL JOHNSTON PC

24
25 By: 

26 Mark G. Simons, Esq.
6490 South McCarran Blvd., #F-46
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27 *Attorneys for Plaintiff Nanyah Vegas,*
28 *LLC*



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Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER ELIADES, 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

NOTICE OF ENTRY OF ORDER

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Please take notice that the above-entitled Court Entered the attached ORDER DENYING
2 THE ROGICH DEFENDANTS' NRCP 60(B) MOTION on the 26th day of March, 2019. A copy
3 is attached hereto.

4 DATED: March 26, 2019.

5 **FENNEMORE CRAIG, P.C.**

6
7 By: /s/ Brenoch R. Wirthlin

8 Samuel S. Lionel, Esq. (Bar No. 1766)

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

10 **FENNEMORE CRAIG, P.C.**

11 300 S. Fourth Street, Suite 1400

12 Las Vegas, Nevada 89101

13 *Attorneys for Defendants*
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CERTIFICATE OF SERVICE

I certify that I am an employee of Fennemore Craig, P.C., and that on this date, the foregoing **ORDER DENYING THE ROGICH DEFENDANTS' NRCP 60(B) MOTION** was served upon the following person(s) by electronic transmission through the Court's e-filing/e-serving system, addressed as follows:

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

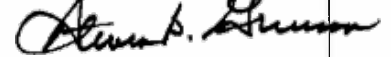
Charles E. ("CJ") Barnabi, Jr. *Via E-service*
COHEN JOHNSON PARKER EDWARDS
375 E. Warm Springs Road, Suite 104
Las Vegas, NV 89119
*Attorney for Plaintiffs Carlos Huerta
and Go Global*

Dennis Kennedy *Via E-service*
Joseph Liebman
BAILEY ♦ KENNEDY
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*Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC*

Michael Cristalli *Via E-service*
Janiece S. Marshall
**GENTILE CRISTALLI MILLER ARMENTI
SAVARESE**
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

DATED: March 26, 2019

/s/ Morganne Westover
An employee of Fennemore Craig, P.C.



ORDR

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
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Email: slionel@fclaw.com
*Attorneys for Sigmund Rogich, Individually and as
Trustee of The Rogich Family Irrevocable Trust
and Imitations, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

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 DENYING
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION**

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") and on Nanyah's Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute Order").

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCP 60(b)(1).

5. The Court finds that the Rogich Defendants' motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court's Order or the Court's Minute Order.

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For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for
2 NRCP 60(b) relief is **DENIED**.

3 DATED this 22 day of March, 2019.

4
5 Nancy J. A.R.F.
6 DISTRICT COURT JUDGE
7 

8 Submitted by:

9 FENNEMORE CRAIG, P.C.

10 By:

11 Samuel Lionel, Esq.
12 Brenoch Wirthlin, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101

13 *Attorneys for Defendants Sig Rogich,*
14 *Individually and as Trustee of the Rogich*
Family Irrevocable Trust, and Imitations, LLC

15
16 Approved as to Form and Content:

17 BAILEY ♦ KENNEDY

18
19 By:

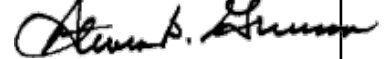
20 Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
21 *Attorneys for Defendants PETE ELIADES,*
22 *THE ELIADES SURVIVOR TRUST OF*
10/30/08,
23 *TELD, LLC and ELDORADO HILLS, LLC*

Approved as to Form and Content:

SIMONS HALL JOHNSTON PC

24
25 By:

26 Mark G. Simons, Esq.
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27 *Attorneys for Plaintiff Nanyah Vegas,*
28 *LLC*



RPLY

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Facsimile: (775) 785-0087

Attorneys for Nanyah Vegas, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

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

Defendants.

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

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

**NANYAH VEGAS LLC'S
REPLY IN SUPPORT OF
MOTION TO SETTLE JURY
INSTRUCTIONS BASED
UPON THE COURT'S
OCTOBER 5, 2018, ORDER
GRANTING SUMMARY
JUDGMENT**

Hearing Date: 4/4/19

Hearing Time: 9:30 a.m.

1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,
2 Mark G. Simons of SIMONS HALL JOHNSTON PC, submits the following Reply in
3 support of Nanyah Vegas LLC's Motion To Settle Jury Instructions Based Upon The
4 Court's October 5, 2018, Order. This motion does not seek to settle all jury instructions,
5 instead it seeks to settle only those jury instructions necessitated by the Court's October
6 5, 2018, Order.
7

8 **I. WHY NANYAH'S MOTION MUST BE GRANTED.**

9 This Court entered its October 5, 2018, Order (the "Order"). There are
10 consequences that arise from the Order. One consequence is the Judge established
11 "undisputed facts". Another consequence is the Court interpreted all the relevant
12 contracts "as a matter of law." As a result of the Order, the requested jury instructions are
13 mandated and required by law.
14

15 **II. THE COURT DOES NOT GET TO IGNORE ITS ORDER.**

16 The Court does not get to enter its Order dismissing the Eliades Defendants then
17 proceed at trial **as if** the Court's undisputed findings of fact and legal conclusions in its
18 Order do not exist. While the Court may be desperate to allow the remaining defendants
19 to argue parol evidence and to disregard the legal effect of the Order, the law states
20 otherwise. In fact, well-established Nevada law dictates that Nanyah's motion must be
21 granted in total.
22

23 **III. THE COURT REAFFIRMED ITS ORDER ON MARCH 26, 2019.**

24 Recognizing that the Court's Order contained "undisputed facts" and had
25 interpreted all the relevant contracts "as a matter of law", the Rogich Defendants filed an
26 emergency NRCP 60(b) motion to set aside the Court's undisputed facts and conclusions
27 of law. The Court denied the motion, and in so doing, the Court specifically stated:
28

1 **The Court finds that no mistake, inadvertence, surprise or excusable**
2 **neglect exists with respect to the Court's Order or the Court's Minute Order.**

3 **Exhibit 6, ¶6** (emphasis added).

4 Consequently, the Court has already determined, not once but twice that there are
5 "undisputed facts" in this case and that the Court's interpretation of the various "clear and
6 unambiguous" contracts is correct and binding "as a matter of law." The Court does not
7 get to ignore its prior Order or its Order denying the Rogich Defendant's NRCP 60(b)
8 motion. Instead, what this Court should do, and is legally required to do, is enforce its
9 Orders in these proceedings rather than manufacture baseless excuses to avoid the
10 consequences of the Orders. Again, Nanyah's motion is required to be granted as a
11 matter of clear and controlling law.

13 **IV. THE COURT'S REFUSAL TO GRANT NANYAH'S MIL #5 SEEKING TO**
14 **ENFORCE THE PAROL EVIDENCE RULE.**

15 Based upon the Court's Order, Nanyah filed is MIL #5 seeking enforcement of the
16 parol evidence rule barring the defendants from seeking to introduce parol evidence to
17 controvert the Court's undisputed findings of fact and conclusions of law. Strangely, and
18 as detailed in Nanyah's Motion to Reconsider, the Court refused to enforce the mandates
19 required by its Order. Instead, the Court manufactured reasons to avoid the Court's
20 Order and that the parol evidence did not apply to the defendants -- **EVEN THOUGH THE**
21 **COURT ORDER SPECIFICALLY APPLIED THE PAROL EVIDENCE RULE TO**
22 **NANYAH.** Based upon the numerous grounds stated in Nanyah's Motion for
23 Reconsideration, the Court's denial of Nanyah's MIL #5 was clear error and must be
24 reversed. Similarly, this Court must grant this motion as requested.

26 ///

27 ///

1 **V. WHAT THIS COURT HAS DECIDED AS UNDISPUTED FACTS AND AS A**
2 **MATTER OF LAW.**

3 The Court has decided as an undisputed fact that Nanyah invested \$1.5 million
4 into Eldorado. Order, ¶¶ 2, 4, 5.a.ii, 5.b.i., 5.b.ii., 5.b.iv and 5.d.i.

5 The Court has rendered legal rulings that as a matter of law: the Rogich Trust
6 **“specifically assumed” “the obligation” “to pay” Nanyah its “\$1.5 million” “invested**
7 **into Eldorado.”** Order, ¶¶ 4, 5.a.ii, 5.b.i., 5.b.ii., 5.b.iv, 5.d.i and 7. No excuse exists for
8 the Court allowing the Court to deny Nanyah’s motion.
9

10 The Court in its Order also expressly determined that Nanyah was a third-party
11 beneficiary of the various contracts. Lipshie v. Tracy Investment Co., 93 Nev. 370, 379
12 566 P.2d 819 (1977) (“To obtain such a [third party beneficiary] status, there must clearly
13 appear a promissory intent to benefit the third party”). First, the Court found that
14 Nanyah was in fact a third-party beneficiary **because the Court already applied the**
15 **parol evidence rule against Nanyah in this action treating Nanyah as an express**
16 **third-party beneficiary of the various contracts.** Second, the Court specifically
17 identified that the various contracts all contain the Rogich Trust’s express admission and
18 concession that Nanyah is in fact a third-party beneficiary of the contracts because the
19 Rogich Trust “specifically assumed” the repayment of Nanyah’s \$1.5 million investment.
20 The Court has already determined **as a matter of law** that all the contracts contain the
21 “clear promissory intent” to benefit Nanyah. The Court is not entitled to ignore its findings
22 of fact and conclusions of law under the pretext that Nanyah is not a third-party
23 beneficiary solely to assist the defendants in presenting parol evidence trying to
24 undermine the Court’s findings of fact and conclusions of law. The Court’s conduct is
25 clearly prejudicial, lacks impartiality and is contrary to controlling law.
26
27
28

1 **VI. NANYAH IS ENTITLED TO JURY INSTRUCTIONS DETAILING THE COURT'S**
2 **FINDINGS OF FACT AND CONCLUSIONS OF LAW.**

3 In Nevada it is well-established law that a party is entitled to jury instructions on
4 undisputed facts, conclusions of law and upon the application of the law to the facts. The
5 Nevada Supreme Court addressed these very issues in City of Reno v. Silver State Flying
6 Service, Inc., 84 Nev. 170, 438 P.2d 257 (1968) and held:

7 In Instruction No. 18, the court was not commenting upon a disputed fact or
8 invading the province of the jury. **It is well settled principal of law that an**
9 **instruction can comment upon conclusory or undisputed fact. . . .**

10 **It is also clearly established that a court can instruct as to conclusions**
11 **of law or upon the application of the law to the facts. . . .**

12 Id. at 179, 438 P.2d at 263 (emphasis added) (citations omitted).

13 It is also well-established law that Nanyah is entitled to jury instructions based
14 upon its theories of the case that are supported by the evidence and consistent with law.
15 Beattie v. Thomas, 99 Nev. 579, 583-584, 668 P.2d 268, 271 (1983) ("A party is entitled
16 to have the jury instructed on all of theories of the case that are supported by the
17 evidence. . . . In addition to being supported by the evidence, the requested instruction
18 must be consistent with existing law. . . ."); Wright v. Lincoln City Lines, 71 N.W.2d 182,
19 185 (1955) ("Defendants specifically requested an instruction informing the jury of the
20 undisputed facts resulting from the admission. Defendants were entitled to have the jury
21 so instructed and it was prejudicial error for the trial court to refuse to do so."). Based
22 upon this Court's previous findings of fact and conclusions of law, Nanyah is entitled to
23 jury instructions as requested.

24 If the Court denies Nanyah's motion it is committing reversible error. Beattie v.
25 Thomas, 99 Nev. 579, 583-584, 668 P.2d 268, 271 (1983) ("A party is entitled to have the
26 jury instructed on all of theories of the case that are supported by the evidence. . . .");
27
28

1 Woosley v. State Farm Ins. Co., 117 Nev. 182, 188, 18 P.3d 317, 321 (2001) ("A party is
2 entitled to an instruction on every theory that is supported by the evidence, and it is error
3 to refuse such an instruction when the law applies to the facts of the case."). Accordingly,
4 Nanyah's motion must be granted and the jury instructions given since the instructions
5 are based upon this Court's Order containing "undisputed findings of fact" and
6 "conclusions of law."
7

8 **VII. THE PAROL EVIDENCE RULE DIRECTLY APPLIES TO THE ROGICH**
9 **DEFENDANTS AND THE COURT'S REFUSAL TO ENFORCE THE**
10 **PAROL EVIDENCE RULE IN LIGHT OF ITS PRIOR ORDER IS CLEAR**
11 **ERROR AND ARBITRARY AND CAPRICIOUS CONDUCT.**

12 The Rogich Defendants argue that the Court did not conclude that Nanyah is a
13 third-party beneficiary. This contention is baseless. First, the Court already interpreted
14 the various unambiguous contracts to define Nanyah as a third-party beneficiary of the
15 Rogich Trust's "specific" promises to repay Nanyah its \$1.5 million invested into Eldorado.
16 The Court is bound by its legal interpretation of the parties' contracts as a matter of law.

17 Nanyah's third-party beneficiary status is no longer an issue of fact. The Court's
18 Order specifically defines Nanyah as a specifically referenced beneficiary of a specifically
19 assumed obligation owed by the Rogich Trust to repay it \$1.5 million. The Court's Order
20 specifically references Nanyah's investment and the Rogich Trust's promise to repay
21 Nanyah its \$1.5 million investment **seven (7) separate times!** The Court cannot now
22 artificially claim Nanyah's third-party beneficiary status is uncertain when the Court has
23 already interpreted the contracts as a matter of law defining Nanyah as a third-party
24 beneficiary.
25

26 Second, the Court already ruled that Nanyah is a third-party beneficiary of the
27 various contracts because **the Court already applied the parol evidence rule against**
28 **Nanyah.** The Court does not get to pick and choose which parties are subject to the

1 parol evidence rule. Instead, the Court found that **the parol evidence rule applied to**
2 **Nanyah because Nanyah was, as a matter of law, a specifically called out for third-**
3 **party beneficiary under the terms of the unambiguous contracts.**

4 Given the foregoing, any refusal to grant this motion is without factual or legal
5 support and is an entirely arbitrary and capricious decision with no bearing on the Court's
6 legal rulings contained in its Order. The Court's following words carry consequences in
7 this action:

9 4. ... [T]he agreements identified **The Rogich Trust specifically agreed to**
10 **assume the obligation to pay Nanyah its percentage interest in**
11 **Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.**

12 7. The October 30, 2008, Purchase Agreement states that **The Rogich**
13 **Trust specifically agreed to assume the obligation to pay Nanyah its**
14 **percentage or Debt**

15 Order, ¶4, ¶7 (emphasis added).

16 The foregoing legal rulings result in consequences in this case. One of the
17 consequences is that the Court specifically found that Nanyah is an identified third-party
18 beneficiary of the Rogich Trust's promise to repay Nanyah's \$1.5 million investment into
19 Eldorado. The Court has already defined as a matter of law that the contracts contain the
20 express and "clear and unambiguous" promissory intent to benefit Nanyah as a matter of
21 law. As such, the Court must reconsider its ruling denying the applicability of the parol
22 evidence rule and grant Nanyah's present motion as requested since the Court has
23 already determined that Nanyah is a third-party beneficiary under the various contracts as
24 a matter of law in this action.

25 Clearly the Court recognizes that it held Nanyah was a third-party beneficiary of
26 the various contracts when it applied the parol evidence rule against Nanyah in its Order.
27 The Court has no legal or factual basis to now disregard the parol evidence rule and allow
28

1 the remaining defendants to submit evidence that is barred by the parol evidence rule.

2 Such an inconsistent ruling is clearly prejudicial and is arbitrary and capricious.

3 **VIII. ELDORADO IS ALSO BARRED BY THE PAROL EVIDENCE RULE**
4 **SINCE ELDORADO IS A PARTY TO THE EXACT SAME CLEAR AND**
5 **UNAMBIGUOUS CONTRACTS.**

6 Eldorado is a party to the various contracts at issue in this case. The legal fiction
7 that Eldorado is not bound under the terms of the clear and unambiguous contracts is
8 another clearly erroneous decision by this Court. First, the Court specifically ruled that
9 Eldorado incorporated all of the terms of the "clear and unambiguous" contracts defining
10 Nanyah's investment into Eldorado and the Rogich Trust's specific repayment duty to
11 Nanyah. The two (2) Membership Interest Purchase Agreements executed by the Rogich
12 Trust—were specifically **incorporated into** Eldorado's Amended and Restated Operating
13 Agreement ("Amended Operating Agreement"). Similarly, the (2) Membership Interest
14 Purchase Agreements attached and **incorporated** Eldorado's Amended Operating
15 Agreement as an exhibit to those agreements as well. **Both agreements reference and**
16 **incorporate each other!**

17
18 The Court's Order specifically found as a matter of law that Recital A of Eldorado's
19 Amended Operating Agreement incorporated the totality of the Rogich Trust's
20 Membership Interest Purchase Agreements were "fully incorporated" into Eldorado's
21 Amended Operating Agreement as follows:
22

23 5.c.iii

24 The terms and conditions of the October 30, 2008 Membership
25 Interest Purchase Agreement were **incorporated by reference**
26 into the October 30, 2008 Amended and Restated Operating
27 Agreement. Recital A.
28

1 Exh. 1, ¶5.c.iii (emphasis added). Accordingly, again as a matter of law, Eldorado is in
2 fact a party to the various agreements by the “incorporation by reference” of those
3 agreements.

4 Second, the law is abundantly clear that Eldorado’s adoption and inclusion of the
5 October 30, 2008, Membership Interest Purchase Agreements into Eldorado’s own
6 Amended Operating Agreement makes Eldorado a party to those agreements—as a
7 matter of law. Hill Int’l, Inc. v. Opportunity Partners L.P., 119 A.3d 30, 38 (Del. 2015)
8 (“The bylaws of a Delaware corporation constitute part of a binding broader contract
9 among the directors, officers and stockholders formed within the statutory framework of
10 the Delaware General Corporation Law. Because corporate charters and bylaws are
11 contracts, our rules of contract interpretation apply.”); Clary v. Borrell, 398 S.C. 287, 297,
12 727 S.E.2d 773, 778 (S.C. Ct. App. 2012) (“The operating agreement of a limited
13 liability company is a binding contract that governs the relations among the members,
14 managers, and the company.”); Allied Supermarkets, Inc. v. Grocer’s Dairy Co., 45 Mich.
15 App. 310, 315, 206 N.W.2d 490, 493 (1973), aff’d sub nom. Allied Supermarkets, Inc. v.
16 Grocers’ Dairy Co., 391 Mich. 729, 219 N.W.2d 55 (1974) (“The bylaws of a corporation,
17 so long as adopted in conformity with state law, constitute a binding contract between
18 the corporation and its shareholders.”); St. John’s Hosp. Med. Staff v. St. John Reg’l Med.
19 Ctr., Inc., 245 N.W.2d 472, 474 (S.D. 1976) (“the bylaws of a corporation . . . constitute
20 a binding contract between the corporation and its shareholders.”); Lawson v. Household
21 Fin. Corp., 152 A. 723, 727 (Del. 1930) (“it has been generally recognized in this country
22 that the charter of a corporation is a contract both between the corporation and the state
23 and the corporation and its stockholders. It is not necessary to cite authorities to support
24 this proposition.”).

1 When a party's own contract refers and incorporates another contract, those two
2 contracts form a single indivisible contract. 11 Williston on Contracts § 30:25 (4th ed.)
3 ("When a writing refers to another document, that other document, or the portion to which
4 reference is made, becomes constructively a part of the writing, and in that respect the
5 two form a single instrument."). As stated in Canadian Nat. Ry. Co. v. Montreal, Maine &
6 Atl. Ry., Inc., 786 F. Supp. 2d 398, 415 (D. Me. 2011).

8 [I]t is hornbook law that contracting parties may incorporate additional terms by
9 reference to a separate document, in whole or in part. See 11 Richard A. Lord,
10 Williston on Contracts § 30:25 (4th ed. 2010) (Williston). "Where a writing refers to
11 another document, that other document, or the portion to which reference is made,
becomes constructively a part of the writing, and in that respect the two form a
single instrument.

12 Id. Accordingly, this Court has already ruled that Eldorado's Amended Operating
13 Agreement incorporates in total the terms and conditions of the October 30, 2008,
14 Membership Interest Purchase Agreements, and as such, Eldorado is a party to those
15 agreements as a matter of law.

16 In fact, the law has even coined a specific phrase to identify the legal effect of a
17 party incorporating binding agreements into its own agreement thereby making it a party
18 to and bound by the terms of the prior agreements—the term is called "**incorporation by**
19 **reference.**" "**Incorporation by reference**" is a legal doctrine that also has
20 consequences. When the Court specifically found that Eldorado's Operating Agreement
21 "incorporated" the various contracts specifically obligating the Rogich Trust to repay
22 Nanyah its \$1.5 million investment into Eldorado. In fact, the Court's order specifically
23 applied this legal doctrine by name when the Court found at paragraph 5.c.iii:
24
25

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

28 Id.

1 The Court offers no explanation why it applied the doctrine of "incorporation by
2 reference" in its Order identifying that Eldorado's Amended Operating Agreement
3 specifically "incorporated by reference" the October 30, 2008, Membership Interest
4 Purchase Agreement. This is another clear error by the Court that must be remedied and
5 corrected with regard to Nanyah's MIL #5.

6
7 Furthermore, in Truck Ins. Exch. v. Palmer J. Swanson, Inc., 124 Nev. 629, 634–
8 35, 189 P.3d 656, 660 (2008) the Nevada Supreme Court reviewed four (4) methods a
9 non-signatory to an agreement could be bound to arbitration clauses in a prior agreement
10 with the number one being the doctrine of "incorporation by reference". Id. See also
11 Lincoln Welding Works, Inc. v. Ramirez, 98 Nev. 342, 345, 647 P.2d 381, 383 (1982)
12 ("The general rule regarding incorporation by reference can be stated as follows:
13 '(W)ritings which are made a part of the contract by annexation or reference will be so
14 construed"); Violin v. Fireman's Fund Ins. Co., 81 Nev. 456, 459, 406 P.2d 287, 289
15 (1965) (discussing "incorporation by reference" in insurance contract setting).

16
17 Consequently, as a matter of law, the Court has already determined that the
18 various agreements were "incorporated by reference" into Eldorado's Amended Operating
19 Agreement. As such, Eldorado is bound by the same "clear and unambiguous" contracts
20 that it incorporated into its Amended Operating Agreement and is not at liberty to
21 disregard, contest or challenge by parol evidence those terms that are "clear and
22 unambiguous". As a matter of law.

23
24 In addition, Eldorado is a party to its own Amended Operating Agreement. For the
25 Court to rule otherwise is another clear error of law. Because Eldorado is bound as a
26 party to its own Amended Operating Agreement, and because Eldorado's own Amended
27 Operating Agreement **"incorporated by reference" all of the clear and unambiguous**
28

1 **contracts**, the parole evidence bars Eldorado from presenting any parole evidence seeking
2 to contradict the clear and unambiguous terms of the various contracts at issue in this
3 case.

4 **IX. THE COURT CANNOT PICK AND CHOSE WHICH PARTY IS OR IS NOT**
5 **BOUND BY THE PAROLE EVIDENCE RULE IN THIS ACTION. IF ONE PARTY**
6 **IS—ALL PARTIES ARE BOUND BY THE PAROLE EVIDENCE RULE.**

7 The Order specifically held that Nanyah could not introduce any parole evidence to
8 contradict or vary the terms of the unambiguous contracts seeking to hold the Eliades
9 Defendants liable under the various contracts because the parole evidence rule applied to
10 Nanyah! The Order specifically states as follows:

11 14. **Because the relevant agreements are clear and unambiguous, this**
12 **Court may determine the intent of the parties as a matter of law**, and
13 is precluded from considering any testimony to determine the Eliades
14 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 parole
evidence rule).

15 Order, ¶14 (emphasis added). The Court's Order states that the terms of the various
16 agreements in this case are "clear and unambiguous." In addition, the Court's Order
17 specifically cites to the case *Krieger v. Elkins*, 96 Nev. 839, 843, 620 P.2d 370, 373
18 (1980) for the following standard of law:

19 testimony used to contradict or vary the written terms of an agreement is a
20 violation of the parole evidence rule.

21 Id. As a consequence of this Court's Order, the application of *Krieger v. Elkins* and the
22 parole evidence rule, this Court held that Nanyah was barred from attempting to introduce
23 any testimony, exhibit or argument that contradicted the clear and unambiguous terms of
24 the contracts in this case because of the parole evidence rule.

25 The Court is not at liberty to pick and choose which parties are subject to the parole
26 evidence rule. The Court has already ruled that the parole evidence applies to Nanyah
27 **and dismissed parties applying the parole evidence rule to Nanyah's claims.**
28

1 **Therefore, the Court has already ruled that Nanyah is a party to the various**
2 **contracts as a third-party beneficiary---as a matter of law!**

3 The Court is not at liberty to apply the parol evidence rule against Nanyah
4 precluding it from presenting parol evidence supporting its claims against the Eliades
5 Defendants and then, arbitrarily and capriciously, allow other defendants who are also
6 parties to the exact same agreements introduce parol evidence. There is no logical or
7 legal reasoning supporting the Court's diametrically opposed rulings and this motion
8 along with Nanyah's Motion for Reconsideration must be granted

9 **X. THE JURY INSTRUCTIONS MUST BE GRANTED SINCE NO PARTY CAN**
10 **CONTEST THE COURT'S FINDINGS OF FACTS AND CONCLUSIONS OF**
11 **LAW.**

12 **A. ANY CONTRADICTORY EVIDENCE IS IRRELEVANT.**

13 Any evidence that attempts to contest or challenge the Court's undisputed factual
14 findings is not relevant since the determination of an undisputed fact cannot be a relevant
15 factual issue at trial. Therefore, since the undisputed facts are no longer at issue in this
16 litigation (due to this Court's findings), evidence seeking to contest the undisputed facts is
17 not relevant. Evidence which is not relevant is, therefore, irrelevant and inadmissible.
18 NRS 48.025(2) ("Evidence which is not relevant is not admissible.").

19 **B. ANY CONTRADICTORY EVIDENCE IS PREJUDICIAL.**

20 NRS 48.035(2) provides:

21 Although relevant, evidence is not admissible if its probative value is
22 substantially outweighed by the danger of unfair prejudice, of confusion of the
23 issues, or of misleading the jury . . . considerations of undue delay, waste of time
24 or needless presentation of cumulative evidence.

25 Id. The Court has made undisputed factual findings that confirm Nanyah's \$1.5 million
26 investment into Eldorado, that Eldorado received Nanyah's money and that the Rogich
27 Defendants agreed to repay Nanyah its investment. Evidence that some other entity
28 received Nanyah's money, or that the Rogich Trust did not agree to repay the money

1 directly contradicts the undisputed facts found by this Court and the Court's conclusions
2 of law. In addition, admission of contradictory evidence would add confusion to the
3 issues presented to the jury for consideration. The jury is tasked with determining
4 question of fact. The jury is not tasked with revisiting the Court's finding of "undisputed"
5 facts and the jury is not tasked with determining issues of law. Accordingly, as a separate
6 basis, even if relevant, the Court must deem any evidence seeking to contradict the
7 Court's undisputed findings of fact or issues of law.
8

9 **XI. CONCLUSION.**

10 This case focuses on Nanyah's efforts to recover its \$1.5 million investment in
11 Eldorado. On October 5, 2018, this Court entered its Order making numerous findings of
12 "undisputed fact" and rendering binding legal rulings "as a matter of law." Based upon
13 this Court's Order, this Court found as "undisputed facts" that Nanyah invested \$1.5
14 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5 million
15 investment, and that the Rogich Trust agreed to repay Nanyah its \$1.5 million investment
16 on Eldorado's behalf. Further, this Court found "as a matter of law" the contracts entered
17 into by the Rogich Trust clearly and unambiguously stated the Rogich Trust's contractual
18 obligation to repay Nanyah its \$1.5 million investment into Eldorado. As a consequence
19 of the Court's factual and legal findings in the Order, Nanyah is entitled to the specific jury
20 instructions requested in this motion.
21
22

23 ///

24 ///

25 ///

26 ///

27 ///

28

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

3
4 DATED this 27th day of March, 2019.

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

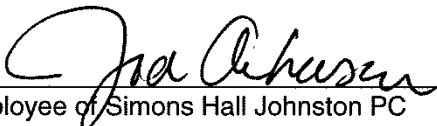
8 By: /s/ Mark G. Simons
9 MARK G. SIMONS
10 Attorneys for Nanyah Vegas, LLC

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 REPLY IN SUPPORT OF MOTION TO SETTLE JURY
INSTRUCTIONS BASED UPON THE COURT'S OCTOBER 5, 2018, ORDER
GRANTING SUMMARY JUDGMENT** on all parties to this action via the Odyssey E-Filing
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DATED this 27 day of March, 2019.


Employee of Simons Hall Johnston PC

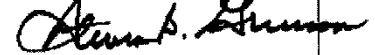
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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	3/26/19 Order	3

EXHIBIT 1

EXHIBIT 1



ORDER

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*Attorneys for Sigmund Rogich, Individually and as
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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 DENYING
THE ROGICH DEFENDANTS'
NRCP 60(B) MOTION

CONSOLIDATED WITH:

Case No. A-16-746239-C

THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich, individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC (collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:

- For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey❖Kennedy, LLP.
- For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
- For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson 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 herein finds as follows:

1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of 10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants") and on Nanyah's Countermotion for Summary Judgment.

2. On August 7, 2018, the Court entered its Minute Order granting the Eliades Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute Order").

3. On October 5, 2018, the Court rendered its Order granting summary judgment in favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").

4. On February 6, 2019, the Rogich Defendants filed the present motion for relief pursuant to NRCP 60(b)(1).

5. The Court finds that the Rogich Defendants' motion was timely filed.

6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists with respect to the Court's Order or the Court's Minute Order.

////

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////

For the reasons set forth above, **IT IS ORDERED** that the Rogich Defendants' Motion for
NRCP 60(b) relief is **DENIED**.

DATED this 22 day of March, 2019.

Nancy J. Alf
DISTRICT COURT JUDGE



Submitted by:

FENNEMORE CRAIG, P.C.

By:

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Approved as to Form and Content:

BAILEY ♦ KENNEDY

By:

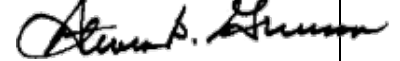
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TELD, LLC and ELDORADO HILLS, LLC*

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12 *Trustee of the Rogich Family Irrevocable Trust and*
13 *Imitations, LLC*

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

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

17 Plaintiffs,

18 v.

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

24 Defendants.

25

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

27 Plaintiff,

28 v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

REPLY IN SUPPORT OF
DEFENDANTS' MOTION IN LIMINE
TO PRECLUDE THE ALTERED
ELDORADO HILLS' GENERAL
LEDGER AND RELATED
TESTIMONY AT TRIAL

Date of hearing: April 4, 2019

Time of hearing: 9:30 a.m.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **REPLY IN SUPPORT OF DEFENDANTS' MOTION IN LIMINE TO**
2 **PRECLUDE THE ALTERED ELDORADO HILLS' GENERAL LEDGER**
3 **AND RELATED TESTIMONY AT TRIAL**

4 Defendants Sigmund Rogich, individually ("Mr. Rogich"), and as Trustee of the Rogich
5 Family Irrevocable Trust (the "Trust" and collectively with Mr. Rogich referred to as the "Rogich
6 Defendants"), and Imitations, LLC ("Imitations" and collectively with the Rogich Defendants
7 referred to as the "Moving Defendants"), by and through their counsel of record, Fennemore
8 Craig, P.C., hereby submit their Reply in Support of Motion *in Limine* to Preclude Altered
9 Eldorado Hills' General Ledger and Related Testimony at Trial (the "Motion") as follows:

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

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

12 Plaintiff Nanyah Vegas, LLC's (the "Plaintiff" or "Nanyah") Opposition takes the
13 position that its and Mr. Huerta's versions of the Eldorado Hills General Ledger were not
14 altered. Nanyah's attempt to support such position is two-fold: (1) rely upon a Motion for
15 Summary Judgment filed by Eldorado Hills and state that such Motion "affirmed and admitted
16 the authenticity" of such General Ledger; and (2) Ms. Olivas and Mr. Rogich admitted in their
17 depositions such General Ledger was a true and correct copy. *See* Opposition, at p. 3 at ¶¶ 2-3,
18 p. 4 at ¶¶ 7-8. As will be addressed fully below, the Eldorado Hills' Motion for Summary
19 Judgment does not affirm or admit the authenticity of General Ledger produced by Nanyah.
20 Further, Ms. Olivas and Mr. Rogich have both provided their Declarations addressing their
21 deposition testimonies and unauthenticity of the Altered Eldorado Hills' General Ledger.

22 When you strip away the bogus assertions that the General Ledgers produced by Nanyah
23 and Mr. Huerta were not altered, you are left with what amounts to a request for NRCP Rule 11
24 sanctions - - which this Court should absolutely deny and strike such request. At no point
25 within its Opposition has Nanyah proven that the Altered General Ledger been authenticated as
26 an Eldorado Hills' business record, nor can it be authenticated given it includes entries after Mr.
27 Huerta left Eldorado Hills and after this lawsuit was filed.

28 ///

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1 Finally, Nanyah has not cited to a single case, statute or other legal authority to support
2 that its version of General Ledger should not be precluded. In fact, its only authorities relate to
3 ethical duties of a lawyer. The Rogich Defendants submit that Nanyah cannot overcome the
4 overwhelming and uncontroverted authorities cited by the Rogich Defendants within their
5 Motion in *Limine*. As such, the Rogich Defendants' Motion in *Limine* should be granted.

6 **II. ARGUMENT**

7 **A. The Altered Eldorado Hills General Ledger has Not Been Authenticated.**

8 Nanyah's Opposition attempts to argue that "there is no altered general ledger" and its
9 version of the Eldorado Hills General Ledger was authenticated by Eldorado Hills, Ms. Olivas
10 and Mr. Rogich - - NOTHING COULD BE FURTHER FROM THE TRUTH.

11 First, Nanyah cites to Eldorado Hills' Motion for Summary Judgment filed on June 1,
12 2018 ("MSJ") as authenticating Nanyah's version of the General Ledger. *See* Opposition, at p. 3
13 at ¶¶ 2-3. However, when reviewing the MSJ, Eldorado Hills only cited to the Altered General
14 Ledger to indicate that "Huerta initially labeled this payment as a 'consulting fee.'" *See* MSJ, at p.
15 6, lines 1-2.

16 Further, in relying upon such MSJ, Nanyah attaches the General Ledger (Exhibit 2-H to
17 MSJ), but fails to provide the actual declarations that went along with the MSJ. The Rogich
18 Defendants provide the Declarations of Pete Eliades and Joseph A. Liebman that were attached to
19 the MSJ. *See* Eliades Declaration attached as **Exhibit I**; *see also* Liebman Declaration attached
20 as **Exhibit J**. While the Declaration of Mr. Eliades does not even mention the Eldorado Hills
21 General Ledger, the Declaration of Mr. Liebman only indicates that the General Ledger (provided
22 at Exhibit 2-H) was "produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1." *See* Exhibit 1;
23 *see also* Exhibit 2, at ¶ 5. At no point did Eldorado Hills ever affirm or admit to the authenticity
24 of the Altered General Ledger produced by Nanyah or Mr. Huerta.

25 Next, Nanyah attempts to bind Mr. Rogich and Ms. Olivas to their deposition testimonies,
26 when such testimonies were based off of mistake or was obtained as a result of a
27 misrepresentation that the General Ledger produced by Nanyah/Mr. Huerta was the actual
28 Eldorado Hills General Ledger. Both Mr. Rogich and Ms. Olivas addressed in their Declarations

1 that the General Ledger produced by Nanyah/Mr. Huerta was unauthentic. *See* Exhibits G and H
2 attached to the Motion.

3 Finally, in a last ditch effort to authenticate Nanyah's version of Eldorado Hills General
4 Ledger, Mr. Simons provides his own Affidavit, attached to the Rogich Defendants' Estoppel
5 Motion in Lime. *See* Mr. Simons' Affidavit, attached as **Exhibit K**. Noticeably missing from
6 Nanyah's Opposition is an Affidavit from someone who can actually authenticate such General
7 Ledger. Not only can Mr. Simons not authenticate the Altered General Ledger, but such
8 authentication violates the Nevada Rules of Professional Conduct, Rule 3.7(a) ("A lawyer shall
9 not act as advocate at a trial in which the lawyer is likely to be a necessary witness...."). *See*
10 NRPC Rule 3.7(a).

11 Ultimately, the Altered General Ledger has not been authenticated and, therefore, the
12 Motion in *Limine* should be granted in its entirety.

13 **B. The Opposition does not dispute the facts and arguments addressed in the**
14 **Motion in Limine.**

15 While the Rogich Defendants raised several discrepancies over the authenticity of General
16 Ledger produced by Nanyah/Mr. Huerta, including providing legal authorities to support
17 precluding the admission of such General Ledger and related testimony, the Motion in *Limine* was
18 virtually undisputed. Nanyah fails to address the following authenticity issues:

- 19 (1) the Altered General Ledger is **missing** an **"As of" date** stamp at the
20 top center (*See* Exhibits A and B compared to Exhibits C and D);
- 21 (2) the Altered General Ledger is **missing** a **print date/time stamp** in the top
22 left corner (*Id.*);
- 23 (3) the Altered General Ledger contains material modifications that were not
24 reflected in the actual General Ledger that was given to The Rogich Trust
25 upon transfer of Go Global's interest in Eldorado Hills on October 30,
26 2008. These include transactions backdated as far as 12/31/2007 (*Id.*); and
- 27 (4) the Altered General Ledger includes closing entries through December
28 2013, which would have been **after the initiation of this lawsuit** and 5
years after Mr. Huerta left Eldorado Hills (*See* Exhibit A, at PLTF570 and
Exhibit B, at NAN_000506 compared to Exhibit C, at SR002042 and
Exhibit D at RT0129).

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Nanyah has **not** provided any legal authority in its Opposition to the Motion in *Limine*, except in its attempt to request for sanctions. However, the Rogich Defendants provided with the following legal authority to support their Motion:

<u>Legal Authority</u>	<u>Citation to Motion in <i>Limine</i></u>
NRS 48.035	p. 10, lines 10-13
NRS 51.135	p. 10, lines 24-28
NRS 52.260	p. 11, lines 1-14
<i>A.L.M.N., Inc. v. Rosoff</i> , 104 Nev. 274, 757 P.2d, 1319 (1988)	p. 12, lines 4-7
<i>DeRosa v. First Judicial Dist. Court</i> , 115 Nev. 225, 232, 985 P.2d 157 (1999)	p. 12, lines 4-7
<i>State v. Dist. Ct. (Armstrong)</i> , 127 Nev. 927, 267 P.3d 777 (2011)	p. 10, lines 15-18

Nanyah's failure to deny the discrepancies or provide legal authority should be construed as an admission that the motion is meritorious. Therefore, the Motion in *Limine* should be granted in its entirety.

C. The Altered Eldorado Hills General Ledger Cannot be Authenticated.

As indicated in Nanyah's Opposition, the Eldorado Hills General Ledger produced by Nanyah was originally produced by the Plaintiffs (i.e., Mr. Huerta and company) in the 2013 Action. There is absolutely no reasonable dispute that Nanyah, Mr. Harlap and Mr. Simons cannot authenticate the Eldorado Hills General Ledger produced by Nanyah or Mr. Huerta. Further, even Mr. Huerta cannot authenticate such General Ledger as a true and authentic business record of Eldorado Hills.

NRS 51.135 requires:

A memorandum, report, record or compilation of data, in any form, of acts, events, conditions, opinions or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity, as shown by the testimony or affidavit of the custodian or other qualified person, is not inadmissible under the hearsay rule unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness.

Here, the Altered General Ledger includes the following entries, which were either after Mr. Huerta left Eldorado Hills (on October 30, 2008) and/or after the initiation of the 2013 lawsuit (on July 31, 2013):

///

Type	Date	Num	Name	Memo	Split	Amount	Balance
See PTLF547							
Check	11/25/2008			Service Charge	Bank Service Charge	-15.00	52.73
See PTLF554							
Check	11/13/2008		LVVWD		Water	-200.48	1,745.05
Deposit	11/14/2008		Bentwood Gunsmithing	October-08 Rent	Rental Income	800.00	2,545.05
Check	11/20/2008		Nevada Power		Gas & Electric	-1,157.21	1,387.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Olivas	Uncategorized Expense	-1,387.84	0.00
See PTLF555							
Check	10/31/2008			Service Charge	Bank Service Charge	-10.00	143.81
Deposit	10/31/2008			Interest	Interest Income	115.80	259.61
Check	11/28/2008			Service Charge	Bank Service Charge	-10.00	249.61
Deposit	11/28/2008			Interest	Interest Income	0.52	250.13
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-Checks given to Melissa Olivas	Uncategorized Expense	250.13	0.00
See PTLF570							
Closing Entry	12/31/2008					1,076,627.69	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

See Exhibit A (attached to the Motion in *Limine*), at PLTF547, PLTF554, PLTF555 and PLTF570. For the Court's convenience, the Rogich Defendants provide the specific excerpts of these entries, attached as **Exhibit L**.

Even if the General Ledger was not altered (which it absolutely was), it certainly was printed after litigation was filed and even 5 years after Mr. Huerta left Eldorado Hills. Any modifications made by Mr. Huerta after he left or after litigation was filed prove that the General Ledger produced by him is not an authentic business record of Eldorado Hills. Furthermore, unlike the actual Eldorado Hills General Ledger produced by Mr. Rogich (*See Exhibits C and D*),

1 the Altered General Ledger is missing an “As of” date and a print date/time stamp, which should
2 cause this Court to question its trustworthiness. *See A.L.M.N., Inc. v. Rosoff*, 104 Nev. 274, 757
3 P.2d, 1319 (1988); *see also DeRosa v. First Judicial Dist. Court*, 115 Nev. 225, 232, 985 P.2d
4 157 (1999). Therefore, the Motion in *Limine* should be granted.

5 **D. Nanyah’s Request for Sanctions is unfounded, improper and should be denied**
6 **and stricken.**

7 Nanyah’s request for sanctions is effectively a Rule 11 sanctions request. As shown
8 throughout this Reply brief, the Rogich Defendants’ Motion in *Limine* was brought with merit
9 and with proper authority. The allegations presented in the Opposition against the Rogich
10 Defendants’ counsel are unfounded. As Nanyah cannot overcome the uncontroverted facts and
11 arguments provided for in the Motion in *Limine*, Nanyah resorts to spending a good portion of its
12 Opposition alleging the Rogich Defendants’ counsel have failed in their ethical duties.

13 Even if Nanyah’s assertions were well founded (which, again, they are not), such
14 defamatory statements and request for sanctions require compliance with NRCP Rule 11. Nanyah
15 and its counsel must, in advance of its filing, serve the Rogich Defendants’ counsel with a motion
16 for sanctions and it must be made separately from any other motion. *See* NRCP 11(c)(2). As
17 such, Nanyah’s request for sanctions should be denied and stricken.

18 **III. CONCLUSION**

19 For all the reasons provided for in this Reply, as well as their Motion, the Rogich
20 Defendants respectfully request that this Court grant their Motion *in Limine* to Preclude Altered
21 Eldorado Hills’ General Ledger and Related Testimony at Trial in its entirety. The Rogich
22 Defendants further request that any version or copy of the Altered Eldorado Hills’ General Ledger
23 be precluded as well.

24 DATED: March 28, 2019.

25 **FENNEMORE CRAIG, P.C.**

26 /s/ Brenoch Wirthlin, Esq.

27 Samuel S. Lionel, Esq. (Bar No. 1766)

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

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

Attorneys for the Rogich Defendants

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of **REPLY IN SUPPORT OF DEFENDANTS' MOTION**
3 **IN LIMINE TO PRECLUDE THE ALTERED ELDORADO HILLS' GENERAL**
4 **LEDGER AND RELATED TESTIMONY AT TRIAL** was served upon the following
5 person(s) by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCF
6 5(b) and EDCR 7.26, on March 28, 2019 as follows:

7 Mark Simons, Esq. *Via E-service*
8 6490 South McCarran Blvd., #20
9 Reno, Nevada 89509
Attorney for Plaintiff Plaintiff Vegas, LLC

10 Charles E. ("CJ") Barnabi, Jr. *Via E-service*
11 **COHEN JOHNSON PARKER**
12 **EDWARDS**
13 375 E. Warm Springs Road, Suite 104
14 Las Vegas, NV 89119
Attorney for Plaintiffs Carlos Huerta
and Go Global

15 Dennis Kennedy *Via E-service*
16 Joseph Liebman
17 **BAILEY ♦ KENNEDY**
18 8984 Spanish Ridge Avenue
19 Las Vegas, NV 89148
Attorneys for Defendants Pete Eliades,
Teld, LLC and Eldorado Hills, LLC

20 Michael Cristalli *Via E-service*
21 Janiece S. Marshall
22 **GENTILE CRISTALLI MILLER ARMENTI SAVARESE**
23 410 S. Rampart Blvd., Suite 420
24 Las Vegas, NV 89145

25 */s/ Morganne Westover*
26 _____
27 An employee of
28 **Fennemore Craig, P.C.**

EXHIBIT I

DECLARATION OF PETE ELIADES

I, Pete Eliades, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am competent to testify to the facts stated herein, which are based on personal knowledge unless otherwise indicated, and would do so if requested. I make this Declaration in support of Defendant Eldorado Hills, LLC's ("Eldorado") Motion for Summary Judgment, pending in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-16-746239-C, consolidated with Case No. A-13-686303-C.

2. Attached hereto as Exhibit 1-A is a true and correct copy of Eldorado Hills, LLC's ("Eldorado") Operating Agreement.

3. Attached hereto as Exhibit 1-B is a true and correct copy of an October 30, 2008 Purchase Agreement between Go Global, Inc., Carlos Huerta, and The Rogich Family Irrevocable Trust (the "Rogich Trust").

4. Attached hereto as Exhibit 1-C is a true and correct copy of an October 30, 2008 Membership Interest Purchase Agreement between, among others, Teld, LLC ("Teld") and the Rogich Trust.

5. Attached hereto as Exhibit 1-D is a true and correct copy of Eldorado's Amended and Restated Operating Agreement.

6. Attached hereto as Exhibit 1-E is a true and correct copy of a January 1, 2012 Membership Interest Assignment Agreement between the Eliades Survivor Trust and The Rogich Trust.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 31st day of May, 2018.



Pete Eliades

EXHIBIT J

DECLARATION OF JOSEPH A. LIEBMAN

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident and citizen of Clark County, Nevada. I am counsel of record for Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC.

2. I make this Declaration in support of Defendant Eldorado Hills, LLC's Motion for Summary Judgment, filed in *Huerta v. Rogich, et al.*, Case No. A-13-686303-C, consolidated with *Nanyah Vegas, LLC v. Teld, LLC, et al.*, Case No. A-16-746239-C.


3. Attached hereto as Exhibits 2-A and 2-B are true and correct copies of documents produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.

4. Attached hereto as Exhibit 2-C is a true and correct copy of Nanyah Vegas, LLC's N.R.C.P. 30(b)(6) Deposition Transcript.

5. Attached hereto as Exhibits 2-D through 2-N are true and correct copies of documents produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 1st day of June, 2018.



Joseph A. Liebman

EXHIBIT K

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

1 FURTHER AFFIANT SAYETH NAUGHT.

2 Dated this 19th day of March, 2019.

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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.

Jodi L. Alhasan
NOTARY PUBLIC

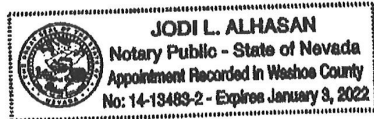


EXHIBIT L

Eldorado Hills, LLC
General Ledger

Undeposited Funds-Holding	Type	Date	Num	Name	Memo	Split	Amount	Balance
	Deposit	08/30/2008		Desert Lake Country Club	10% of Gross for June-08 Rent	Rental Income	5,000.00	5,000.00
Total Undeposited Funds-Holding	Deposit	10/01/2008	1701	Desert Lakes Holdings, LLC	10% of Gross for June-2008 Rent	NSB Checking	-5,000.00	0.00
Pulaski Bank MMA	Transfer	05/09/2008			FDIC look 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	-508,003.80	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	08/30/2008			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
Total Pulaski Bank MMA	Check	11/25/2008			Service Charge	Bank Service Charge	-15.00	52.73
							52.73	52.73
ANB Money Market	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	750,000.00	0.00
	Deposit	05/31/2007			Interest	Interest Income	612.43	750,612.43
	Deposit	06/30/2007			Interest	Interest Income	2,574.84	753,187.27
	Deposit	07/31/2007			Interest	Interest Income	2,940.24	756,127.51
	Deposit	08/31/2007			Interest	Interest Income	3,480.30	759,607.81
	Deposit	09/30/2007			Interest	Interest Income	3,278.51	762,886.32
	Deposit	10/31/2007			Interest	Interest Income	3,077.01	765,963.33
	Deposit	11/30/2007			Interest	Interest Income	3,089.81	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	Mortgage	-173,897.26	598,361.57
	Deposit	01/31/2008			Interest	Interest Income	3,031.89	601,393.56
	Deposit	02/29/2008			Interest	Interest Income	2,345.09	603,738.65
	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
Total ANB Money Market	Transfer	05/09/2008			FDIC look over ANB Financial on 5/9/08	Pulaski Bank MMA	-607,510.78	0.00
NSB Checking	Deposit	08/10/2008		Go Global, Inc.	CC to open new NSB checking account	Capital	10,000.00	0.00
	Bill Pmt-Check	08/17/2008	1003	OGI Environmental, LLC	Annual Manager/Member Filing	Accounts Payable	-10,560.00	-560.00
	Bill Pmt-Check	08/17/2008	1001	Secretary of State		Accounts Payable	-1,075.00	-1,635.00
	Bill Pmt-Check	08/17/2008	1002	Stater Hanlan Group		Accounts Payable	-4,495.00	-6,130.00
	Deposit	08/18/2008		Go Global, Inc.	CC to cover expenses	Capital	15,000.00	9,430.00
	Deposit	08/30/2008		Jared Smith	Initial Investment	Contributions	50,000.00	59,430.00
	Deposit	09/06/2008		Go Global, Inc.	CC to cover expenses	Contributions	30,000.00	89,430.00
	Bill Pmt-Check	09/06/2008	1004	Mercury LDO		Accounts Payable	-32.92	89,407.08
	Bill Pmt-Check	09/06/2008	1006	Reitz Consulting Inc.		Accounts Payable	-29,875.00	59,532.08
	Bill Pmt-Check	09/06/2008	1005	WRG Design Inc.		Accounts Payable	-4,500.00	55,032.08
	Bill Pmt-Check	09/06/2008	1007	Stater Hanlan Group		Accounts Payable	-5,272.50	49,759.58
	Deposit	09/11/2008		Craig Dunlap	Initial Investment	Contributions	50,000.00	99,759.58
	Deposit	09/12/2008		D&D Properties, LLC	Initial Investment	Contributions	2,599,759.58	3,099,759.58
	Deposit	09/12/2008		Robert Ray	Loan Bill 01/07 @ 20% per annum	Capital	500,000.00	3,099,759.58
	Deposit	09/12/2008		The Reglich Family 2004 Irrevocable Tru	CC for closing	Contributions	600,000.00	3,699,759.58

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	07/21/2008	1192	AMTI		Accounts Payable	-3,900.00	88,423.12
Bill Pmt-Check	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-59 0	Accounts Payable	-382.49	88,160.63
Bill Pmt-Check	07/21/2008	1193	FedEx		Accounts Payable	-40.98	88,119.65
Check	07/28/2008	1195	Secretary of State	Annual Lat Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees	-250.00	87,869.65
Bill Pmt-Check	08/04/2008	1196	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	1197	Eldorado Hills, LLC	Online Xfer	NSB Money Market	-60,000.00	14,455.78
Bill Pmt-Check	08/04/2008	1198	State of Nevada Business License Renewal		Accounts Payable	-100.00	14,355.78
Bill Pmt-Check	08/11/2008	1198	Boulder Disposal Inc.	Customer# 30-59 0	Accounts Payable	-273.29	14,082.49
Bill Pmt-Check	08/12/2008	1199	Ritz Consulting Inc.		Accounts Payable	-2,015.00	12,067.49
Bill Pmt-Check	08/13/2008	EFT	LVVWD		Accounts Payable	-523.83	11,543.66
Bill Pmt-Check	08/15/2008	EFT	Nevada Power	Customer# 30-59 0	Accounts Payable	-1,417.28	10,126.38
Bill Pmt-Check	09/17/2008	1200	Boulder Disposal Inc.		Accounts Payable	-273.29	9,853.09
Bill Pmt-Check	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Pmt-Check	09/17/2008	1201	State of Nevada Business License Renewal	License# 010-100607359	Accounts Payable	-100.00	8,234.07
Deposit	09/17/2008		Bethwood Gunsmithing	Deposit	Undeposited Funds	1,800.00	9,534.07
Bill Pmt-Check	09/18/2008	1202	Ritz Consulting Inc.		Accounts Payable	-600.00	9,234.07
Bill Pmt-Check	09/19/2008	EFT	LVVWD		Accounts Payable	-806.91	8,427.16
Deposit	10/01/2008		Bethwood Gunsmithing	Deposit	Undeposited Funds	2,880.00	11,307.16
Deposit	10/01/2008		Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	Undeposited Funds	5,020.00	16,327.16
Bill Pmt-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	10/02/2008		Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	Due (to) from Desert Lakes Hldg	10,000.00	12,913.29
Bill Pmt-Check	10/02/2008	EFT	Nevada Power		Accounts Payable	-1,241.36	11,671.93
Bill Pmt-Check	10/20/2008	EFT	LVVWD		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 Pmt-Check	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945.53
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hldg	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		LVVWD		Water	-200.48	1,745.05
Deposit	11/14/2008		Bethwood Gunsmithing	October-08 Rent	Rental Income	800.00	2,545.05
Check	11/20/2008	EFT	Nevada Power		Gas & Electric	-1,157.21	1,387.84
Check	12/10/2008		Eldorado Hills, LLC	Acct closed-check given to Melissa Ollivas	Uncategorized Expense	-1,387.84	0.00
						0.00	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	07/26/2007	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	1,814.61	601,881.57
Check	08/14/2007	0093	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-180,000.00	421,881.57
Deposit	08/31/2007			Interest	Interest Income	1,890.39	423,771.96
Check	09/07/2007	0094	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-197,000.00	226,771.96
Deposit	09/28/2007			Interest	Interest Income	1,149.29	227,921.25
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-200,000.00	27,921.25
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-8,000.00	19,921.25
Deposit	10/31/2007			Interest	Interest Income	467.38	20,388.63
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-20,000.00	5,388.63
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-5,000.00	388.63
Check	11/09/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-5,000.00	10,488.63

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt-Check	11/21/2007	0086	Owens Geotechnical, Inc.		Accounts Payable	-8,150.00	2,538.63
Check	11/30/2007			Service Charge	Bank Service Charge	-10.00	2,528.63
Deposit	12/08/2007		Eldorado Hills, LLC	Online Xlar	Interest Income	44.59	2,573.22
Check	12/14/2007	1142	Go Global, Inc.		NSB Checking	1,450,000.00	1,452,373.22
Check	12/31/2007			Service Charge	Consulting	-1,430,000.00	32,373.22
Deposit	12/31/2007			Interest	Bank Service Charge	-10.00	32,363.22
Check	01/10/2008		Eldorado Hills, LLC	Online Xlar to NSB Checking	Interest Income	779.35	33,142.57
Check	02/01/2008		Eldorado Hills, LLC	Online Xlar to NSB Checking	NSB Checking	-3,142.57	30,000.00
Check	02/28/2008		Eldorado Hills, LLC	Online Xlar to NSB Checking	Interest Income	106.99	30,106.99
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xlar	NSB Checking	-5,000.00	25,106.99
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xlar	NSB Checking	-5,106.99	20,000.00
Deposit	03/31/2008			Interest	Interest Income	67.56	20,067.56
Deposit	04/30/2008			Interest	NSB Checking	-15,000.00	5,067.56
Deposit	05/30/2008			Interest	Interest Income	19.39	5,086.95
Deposit	06/30/2008			Interest	Interest Income	11.73	5,098.68
Deposit	07/31/2008			Interest	Interest Income	11.35	5,121.02
Check	08/04/2008		Eldorado Hills, LLC	Online Xlar	Interest Income	11.38	5,132.40
Deposit	08/28/2008			Interest	NSB Checking	60,000.00	65,132.40
Check	09/30/2008			Interest	Interest Income	122.44	65,254.84
Check	10/17/2008	1002	Go Global, Inc.	Interest Payment on \$7208 loan @ 22% through 10/17/2008 Global Note Payable @ 22%	Interest Income	149.65	65,404.49
Check	10/27/2008		Eldorado Hills, LLC	Online Xlar to NSB Checking	NSB Checking	-12,250.69	53,153.81
Check	10/31/2008		Eldorado Hills, LLC	Online Xlar to NSB Checking	NSB Checking	-50,000.00	3,153.81
Deposit	10/31/2008			Service Charge	NSB Checking	-3,000.00	153.81
Check	11/28/2008			Interest	Bank Service Charge	-10.00	143.81
Check	11/28/2008			Service Charge	Interest Income	115.60	259.41
Deposit	12/28/2008			Interest	Bank Service Charge	-10.00	249.41
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

Total NSB Money Market

Petty Cash

Total Petty Cash

Accounts Receivable

Invoice	03/01/2007	100	Nevada Water		-SPLIT-	17,625.00	0.00
Invoice	03/12/2007	101	Nevada Water		Rental Income	10,500.00	28,125.00
Payment	03/30/2007	16061	Nevada Water		Undeposited Funds	-17,625.00	10,500.00
Payment	04/25/2007	16188	Nevada Water		Undeposited Funds	-10,500.00	0.00
Invoice	06/01/2007	102	Nevada Water		Rental Income	15,000.00	15,000.00
Payment	06/01/2007	103	Nevada Water		Rental Income	7,500.00	22,500.00
Payment	06/27/2007	16571	Bentwood Gunsmithing		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	0.00
Invoice	12/01/2007	106	Bentwood Gunsmithing		Rental Income	800.00	800.00
Payment	12/31/2007		Bentwood Gunsmithing		Undeposited Funds	-800.00	0.00
Invoice	01/01/2008	111	Bentwood Gunsmithing		Rental Income	800.00	800.00
Invoice	02/01/2008	112	Bentwood Gunsmithing		Rental Income	800.00	1,600.00

Accrual Basis

Eldorado Hills, LLC
General Ledger

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	01/01/2006	LLB-08-1				-325.00	0.00
Closing Entry	12/31/2006					41,618.31	41,618.31
Closing Entry	12/31/2007					2,276,066.86	2,317,675.17
Closing Entry	12/31/2008					1,076,627.69	3,394,302.86
Closing Entry	12/31/2009						3,394,302.86
Closing Entry	12/31/2010						3,394,302.86
Closing Entry	12/31/2011						3,394,302.86
Closing Entry	12/31/2012						3,394,302.86
Closing Entry	12/31/2013					3,394,302.86	3,394,302.86
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