IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A Nevada limited liability company,

Appellant,

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v.

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

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

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

Respondents.

AND RELATED MATTERS.

JOINT APPENDIX VOL. 25

MARK G. SIMONS, ESQ. Nevada Bar No. 5132 SIMONS HALL JOHNSTON PC 6490 S. McCarran Blvd., #F-46 Reno, Nevada 89509 T: (775) 785-0088 F: (775) 785-0087 Email: <u>msimons@shjnevada.com</u> Attorney for Appellant

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Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261

Defendants Peter Eliades,	6/14/18	11	JA_002570-2572
Individually and as Trustee			
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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			
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Defendants Peter Eliades,	5/11/18	8	JA_001822-1825
Individually and as Trustee			
of the Eliades Survivor Trust			
of 10/30/08, Eldorado Hills,			
LLC, and Teld, LLC's			
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Nanyah Vegas, LLC's			
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Defendants Peter Eliades,	6/21/18	12-13	JA_002952-3017
Individually and as Trustee			
of The Eliades Survivor			
Trust of 10/30/08, Eldorado			
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Rogich, Individually and as			
Trustee of the Rogich Family Irrevocable Trust,			
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NRS 18.110			
Defendants Sigmund Rogich, Individually and As	6/5/18	11	JA_002535-2550
Trustee of the Rogich			
Family Irrevocable Trust and			
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Defendants Sigmund Rogich	2/18/19	17-19	JA_004183-4582
as Trustee of The Rogich			
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Individually and Imitations,			
LLC's Omnibus Opposition			
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Opposition to Eldorado Hills, LLC's Motion for			
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Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment	6/14/18	11	JA_002553-2569
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah's Motion in Limine #3 re Defendants Bound by their Answers to Complaint	9/28/18	14	JA_003387-3390
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Submitted by Sigmund			
Rogich, Individually and as			
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19	Evidence or Argument Regarding an Alleged			
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Trustee of the Eliades survivor Trust of 10/30/08,			
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Opposition to Eldorado Hill's Motion for Summary Judgment and Countermotion for Summary Judgment	6/19/18	12	JA_002917-2951
Opposition to Eliades Defendants' Motion for Summary Judgment and Countermotion for Summary Judgment	6/19/18	11-12	JA_002573-2916
Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief	3/19/18	6	JA_001265-1478
Opposition to Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/24/19	32	JA_007773-7817
Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	22-23	JA_005444-5617
Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	22	JA_005263-5443
Opposition to Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Rogich Defendants	1/9/2020	37	JA_009019-9022

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

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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

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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

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

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

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

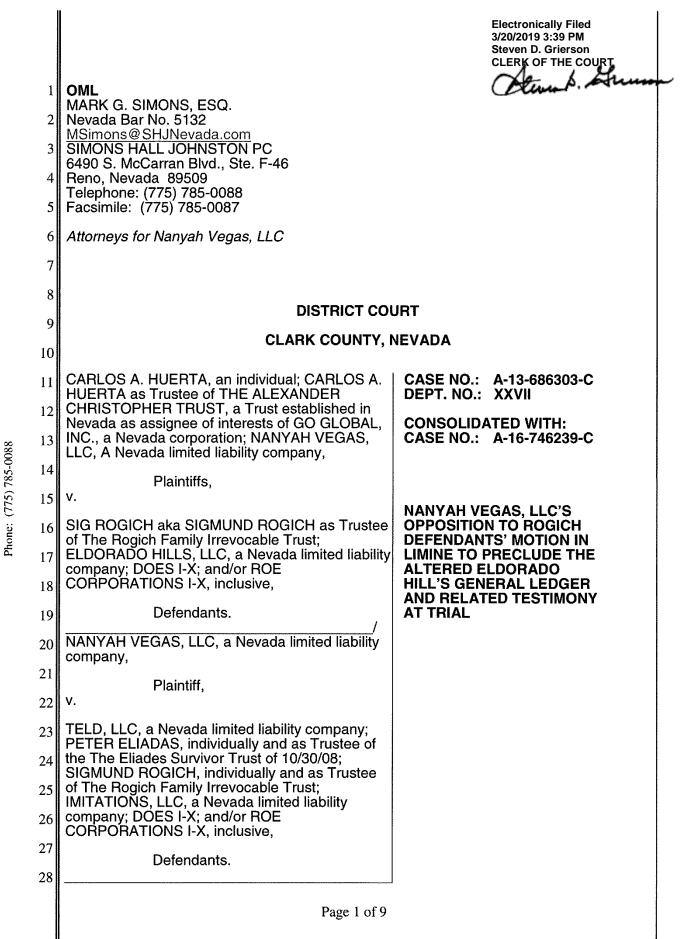
Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
Sigmund Rogich, Individually and as Trustee of the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

Sigmund Rogich,	4/17/18	7	JA_001707-1709
Individually and as Trustee			
of the Rogich Family			
Irrevocable Trust and			
Imitations LLC's Joinder to Defendants Peter Eliades,			
Individually and as Trustee			
of The Eliades Survivor			
Trust of 10/30/08, Eldorado			
Hills, LLC and Teld's Reply			
in Support of Their Joinder			
to motion for Summary			
Judgment and Opposition to			
Nanyah Vegas, LLC's Countermotion for Summary			
Judgment and NRCP 56(f)			
Relief			
Stipulation and Order	4/22/2020	38	JA_009232-9234
Stipulation and Order	5/16/19	31	JA 007599-7602
Suspending Jury Trial			_
Stipulation and Order re:	1/30/2020	37	JA 009056-9058
October 4, 2019 Decision			_
Stipulation and Order	6/13/19	32	JA 007824-7827
Regarding Rogich Family			
Irrevocable Trust's			
Memorandum of Costs and			
Motion for Attorneys' Fees			
Stipulation for Consolidation	3/31/17	4	JA_000818-821
Substitution of Attorneys	1/24/18	4	JA_000881-883
Substitution of Attorneys	1/31/18	4	JA_000886-889
Substitution of Counsel	2/21/18	4	JA_000890-893
Summons – Civil	12/16/16	4	JA_000803-805
(Imitations, LLC)			
Summons – Civil (Peter	12/16/16	4	JA 000806-809
Eliades)		1	_

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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1	CERTIFICATE OF SERVICE
2	Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL
3	JOHNSTON PC, and that on this date I caused to be served a true copy of the
4	JOINT APPENDIX VOL. 25 on all parties to this action by the method(s)
5	indicated below:
6	
7	$\underline{\checkmark}$ by using the Supreme Court Electronic Filing System:
8	Brenoch Wirthlin
9	Kolesar & Leatham
10	400 South Rampart Blvd., Ste. 400 Las Vegas, NV 89145
11	Attorneys for Sigmund Rogich, Individually and as Trustee of the
12	Rogich Family Irrevocable Trust and Imitations, LLC
13	Joseph Liebman
14	Dennis Kennedy Bailey Kennedy
15	8984 Spanish Ridge Avenue
16	Las Vegas, NV 89148-1302
17	Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited liability company; Peter Eliades, individually and as Trustee of the
18	The Eliades Survivor Trust of 10/30/08
19	DATED TI: 9 1 (1.1.2021
20	DATED: This $$ day of July, 2021.
21	JODI ALMASAN
22	JODI ALPASAN
23	
24	
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	34



SIMONS HALL JOHNSTON PC

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

Reno, NV 89509

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

BASIS OF OPPOSITION. Ι.

The Motion is literally without merit whatsoever. The Rogich Defendants offer false statements of fact to this Court trying to avoid their admissions and statements in 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 million investment (because Eldorado needed money since Rogich couldn't fund his capital call to fund Eldorado's debts) and are desperate to avoid the consequences of Eldorado's General Ledger confirming Nanyah's \$1.5 million investment. Such conduct is reprehensible.

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.

Page 2 of 9

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II. THERE IS NO ALTERED ELDORADO GENERAL LEDGER.

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

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

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

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

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. 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.

4. Attached hereto as Exhibit 3 is a copy of Deposition Exhibit 3. Deposition 22 Exhibit 3 clearly and unmistakably demonstrates that it is Eldorado's General Ledger 23 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

Page 3 of 9

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

(Exhibit 3 marked.)

BY MR. SIMONS:

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

Α. I have seen it.

Q. Okay. What is it?

Α. It's Eldorado Hills general ledger.

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

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

¹ Simons' Aff., at ¶6. 28

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1 discuss the information contained in Eldorado's General Ledger. 2 0 Okay. Let's look at Exhibit 3. Exhibit 3 is called the general ledger 3 for Eldorado Hills, LLC. And you're familiar with a general 4 ledger, aren't you? 5 А Yes. 6 Exhibit 5, deposition excerpt of Sigmund Rogich, dated May 24, 2018, p. 55:11-16 7 (emphasis added).² 8 9 111. 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 16 Further, not a single shred of evidence is presented to this Court to support the 17 fabricated statement that a Nanyah produced general ledger was used in the parties' 18 depositions. Further, not a single affidavit or declaration by someone making a 19 statement under the penalty of perjury is provided in support of this Motion. Instead, this 20 Motion is entirely baseless, premised on a false statement of fact and is clearly brought 21 in bad faith for which proper sanctions should issue. 22 Nevada Rules of Professional Conduct provides that all counsel have ethical 23 24 25 26 27 ² Simons' Aff., at ¶7. 28

1 duties to the Court as follows: 2 Rule 3.3. Candor Toward the Tribunal. 3 (a) A lawyer shall not knowingly: 4 Make a false statement of fact . . . to a tribunal . . . (1) 5 6 (3) Offer evidence that the lawyer knows to be false. 7 NRPC 3.3 (emphasis added). In NC-DSH, Inc. v. Garner, 125 Nev. 647, 655, 218 P.3d 8 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] demands integrity and honest dealing with the court. And when he departs from 12 that standard in the conduct of a case he perpetrates fraud upon the court." 13 <u>ld</u>. 14 The present Motion does not comply with the applicable ethical standards imposed 15 16 upon counsel and the Court should therefore issue appropriate sanctions. Nanyah 17 requests monetary sanctions of \$1,710.00 be imposed. Simons Aff., ¶8. 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 ¶9. 21 IV. CONCLUSION. 22 Based upon the foregoing, the Motion must be denied and appropriate sanctions in 23 24 the amount of \$1,710.00 be issued against the Rogich Defendants and their counsel. 25 111 26 111 27 111 28 Page 6 of 9

JA_005913

AFFIRMATION: This document does not contain the social security number of any person. DATED this 20th day of March, 2019. SIMONS HALL JOHNSTON PC 6490 S. McCarran Blvd., Ste. F-46 Reno, NV 89509 By: MARK G. SIMONS Attorneys for Nanyah Vegas, LLC Page 7 of 9

SIMONS HALL JOHNSTON PC

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

CERTIFICATE OF SERVICE 1 2 Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of 3 SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of 4 5 the NANYAH VEGAS, LLC'S OPPOSITION TO ROGICH DEFENDANTS' MOTION IN 6 LIMINE TO PRECLUDE THE ALTERED ELDORADO HILL'S GENERAL LEDGER AND 7 **RELATED TESTIMONY AT TRIAL** on all parties to this action via the Odyssey E-Filing 8 System: 9 **Dennis L. Kennedy** dkennedy@baileykennedy.com 10 Bailey Kennedy, LLP bkfederaldownloads@baileykennedy.com jlienbman@baileykennedy.com Joseph A. Liebman 11 Andrew Leavitt andrewleavitt@gmail.com Angela Westlake awestlake@lionelsawyer.com 12 Brandon McDonald brandon@mcdonaldlayers.com 13 Bryan A. Lindsey bryan@nvfirm.com cj@mcdonaldlawyers.com Charles Barnabi 14 **Christy Cahall** christy@nvfirm.com Lettie Herrera lettie.herrera@andrewleavittlaw.com 15 rhernquist@lionelsawyer.com **Rob Hernquist** Samuel A. Schwartz sam@nvfirm.com 16 Samuel Lionel slionel@fclaw.com 17 CJ Barnabi cj@cohenjohnson.com H S Johnson calendar@cohenjohnson.com 18 Erica Rosenberry erosenberry@fclaw.com 19 DATED this 20 day of March, 2019. 20 21 22 Employee of Simons Hall Johnston PC 23 24 25 26 27 28 Page 8 of 9

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

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

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EXHIBIT 1

EXHIBIT 1

JA_005917

		1	Electronically Filed 6/1/2018 4:54 PM
	1	APEN (CIV)	Steven D. Grierson CLERK OF THE COURT
	2	DENNIS L. KENNEDY	Atumb. atumon
	_	Nevada Bar No. 1462 JOSEPH A. LIEBMAN	
	3	Nevada Bar No. 10125 BAILEY & KENNEDY	
	4	8984 Spanish Ridge Avenue Las Vegas, Nevada 89148-1302	
	5	Telephone: 702.562.8820 Facsimile: 702.562.8821	
	6	DKennedy@BaileyKennedy.com JLiebman@BaileyKennedy.com	
	7		
	8	Attorneys for Defendants PETE ELIADES, THE ELIADES SURVIVOR TRUST OF 10/30/08,	
	9	TELD, LLC and ELDORADO HILLS, LLC	
	10	DISTRICT	
	11	CLARK COUN	TY, NEVADA
5DY 1302 1302	12	CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE	Case No. A-13-686303-C Dept. No. XXVII
NNE EAVEN 89148	13	ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of	
BAILEY & KENNEDY 8984 Spanish Rudge Avenue Las Vegas, Nevida 89149-1302 702.562, 8820	13	interests of GO GLOBAL, INC., a Nevada Corporation; NANYAH VEGAS, LLC, A	APPENDIX OF EXHIBITS TO
LEY • SPANIS (BGAS, 1 702		Nevada limited liability company,	DEFENDANT ELDORADO HILLS,
BAD 8984 LAS V	15	Plaintiffs, vs.	LLC'S MOTION FOR SUMMARY JUDGMENT
	16	SIG ROGICH aka SIGMUND ROGICH as	
	17	Trustee of The Rogich Family Irrevocable	VOLUME 2 OF 2
	18	Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or	VOLUME 2 OF 2
	19	ROE CORPORATIONS I-X, inclusive, Defendants.	
	20		4
	21	NANYAH VEGAS, LLC, a Nevada limited liability company,	CONSOLIDATED WITH:
	22	Plaintiff,	Case No. A-16-746239-C
	23	VS.	
	24	TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually and	
	25	as Trustee of The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually	
	26	and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a	
	27	Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,	
	28	Defendants.	
		Page 1	of 3
			·

Exhibit	VOLUME 2 OF 2 Document Description	Numbering
No.	-	Sequence
2-D	Canamex Nevada, LLC Articles of Organization Canamex Nevada, LLC Statement of Accounts	249-250
2-E 2-F	Eldorado Hills, LLC Statement of Accounts	251-252
2-F 2-G	Go Global, LLC Statement of Accounts	255-254
2-0 2-H	Eldorado Hills General Ledger	257-284
2-I	Dec. 8, 2007 e-mail from Summer Rellamas to Harlap	285-286
2-J	Jan. 3, 2008 e-mail from Huerta to Harlap	287-288
2-K	Jan. 30, 2008 e-mail from Rellamas to Harlap	289-297
2 - L	March 13, 2008 e-mail from Huerta to Harlap	298-301
2-M	April 12, 2008 e-mail from Rellamas to Harlap	302-305
2-N	April 3, 2011 letter from Canamex to Nanyah	306-308
	BAILEY & KENNEI	21
	By: <u>/s/ Joseph A. Li</u> DENNIS L. KENN JOSEPH A. LIEBN Attorneys for Defend PETE ELIADES, TH	<u>ebman</u> NEDY MAN <i>lants</i> HE ELIADES F OF 10/30/08, TELE
	By: <u>/s/ Joseph A. Lie</u> DENNIS L. KENN JOSEPH A. LIEBN <i>Attorneys for Defence</i> PETE ELIADES, TH SURVIVOR TRUST	<u>ebman</u> NEDY MAN <i>lants</i> HE ELIADES F OF 10/30/08, TELI
	By: <u>/s/ Joseph A. Lie</u> DENNIS L. KENN JOSEPH A. LIEBN <i>Attorneys for Defence</i> PETE ELIADES, TH SURVIVOR TRUST	<u>ebman</u> NEDY MAN <i>lants</i> HE ELIADES F OF 10/30/08, TELI
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EXHIBIT 2-H

EXHIBIT 2-H

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Eldorado Hills, LLC General Ledger

Раде 1 ог 257 PLTF547

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Accrual Basis

Check Check Depost				ÓXURN			
Check Deposit	09/12/2006		Nevada State Bank	Wire Fae	Bank Service Charge	-10 CD	3,699,749 58
Deposit	09/12/2006		Nevada State Bank	Wire Fee	Bank Service Charge	-10.00	3,699,739,58
	09/13/2006		Enc Rietz	Initial investment	Contributions	20,000.00	3,719,739,58
Deposit	00/13/2006		Go Global. Inc.	Temp Loan via Pecan Siteet Plaza	Due (to) from PSP	600,000,000	4,319,739,58
Deposit	09/13/2006		Go Global, Inc	Advance from GG NSB LOC for closing	Contributions	850,000,008	5,169,739.56
Deposit	09/14/2006		Pecan Street Plaza, LLC	Temp Loan	Due (to) from PSP	40,000.00	5,209,739.58
Check	09/14/2006		Névada Trie	Closing Funds	Deposits for Closing	-30,000,08-	5,179,739 58
Check	09/14/2006		Nevada 7.0%	Closing Funds	Departs 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	Wite Fee	Bank Service Charge	-25.00	29,739.58
Deposit	08/25/2008		Nevada Title	Buyer Refund	Boulder Property	10,370.10	40,109,66
Bill Prw. Check	09/28/2006	1008	Stater Hanifan Group		Accounts Payable	-6,800.00	33,309,68
Check	10/09/2006	1009	Secretary of State	Certilicate of Good Standing	Business Licenses & Fees	-50.00	33.259.68
Deposit	10/24/2006		Go Global, Inc	Yomi, LLC contribution for Antonio Nevada, LLC	Capital	500,000,005	533,259,68
Check	10/24/2006	1010	Alliance Mortgage	Interest Payment on Aliance 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	Engineoring Expense	-100.00	354,409.68
Check	11/15/2006	1012	Orgalit Sanger	Policy # 2006 GL	Liability	-2,946,81	351,462 87
Bill Prnt -Check	11/30/2006	1013	Asiance Mongage		Accounts Payable	-178,750.00	172,712 87
Bill Prnt -Check	12/05/2006	1014	Mercury LDQ		Accounts Poyable	-5.39	172,707 48
Bill Print -Check	12/05/2006	1016	Redneck Enterprises, LLC		Accounts Payable	-525.00	172,182,48
Bill Pmt -Check	12/05/2006	1015	Slater Hanifan Group		Accounts Payable	-6,605,00	165,577 48
Ceposet	12/21/2006		Go Global, Inc.	CC: Cover Alliance Interest Payment	Contributions	20,000.00	185,577,48
Check	12/21/2006	1017	A%ance Mortgage	Interest Payment on Aliance Mortgage Note	interest Expense	-178,750.00	6,827.48
Deposit	12/28/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	Due (to) from Realized Gains	100,000,00	106,827,48
Check	12/29/2008		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 83	6,593,55
Check	01/09/2007	6101	County Clerk	VOID Ficatous Firm Name Filing	Business Licenses & Fees	000	6,593,55
Check	01/09/2007	1020	Wayne Collier	VOID RE 1/2 of the costs	Due (to) from Desert Lakes Hidg	800	6,593,55
Check	1002/01/10	1021	Wayne Collier	RE: 1/2 of the costs	Oue (to) from Desert Lakes Hidg	-187.36	6,406.19
Check	01/12/2007	1024	Deson Lakes Holdings, LLC	Opening Deposit for New Checking	Oue (to) from Desert Lakes Hidg	-2,500.00	3,906.19
Check	01/12/2007	1022	Eddyine investments, LLC	Temp Loan to cover opening of new account	Due (to) from Jared Smith	-100.00	3,806.19
Deposit	01/16/2007		Go Global, Inc.	CC: Payback RG toan	Contributions	50,000,00	53,806.19
Check	01/16/2007	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: 1/13/07 Staff Expense Report	Due (to) from Jared Smith	588.50	3,217.69
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	Oue (to) from Desert Lakes Hidg	-2.500.00	717.69
Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings.Bue (to) from Desert Lakes Hildg	s.@ue (to) from Desert Lakes Hidg	-125.00	592,69
Check	D1/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	Due (Io) from Desert Lakes Hidg	-175.00	417 69
Check	01/25/2007	1030	Flocch Ammunition	Ammo Order	Due (to) from Desert Lakes Hidg	8,696 30	-8,278.61
Deposit	01/26/2007		Eddyine investments, LLC	Capital Contribution	Contributions	50,000,00	41,721 39
Check	01/30/2007	1031	Desert Lakes Hotdings, LLC	Temp Loan	Due (to) from Desert Lakes Hidg	00:000'02-	21,721 39
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hidg	-20,000.00	1,721 39
Ceposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts	Cantribultans	120,000.00	121,721,39
Check	01/31/2007	1033	Realized Gains, LLC	Payback 12/28/05 loan	Due (to) from Realized Gains	-50,000.00	71,721 39
Check	01/31/2007	1034	Pecan Street Plaza, LLC	Payoff 3/1 4/06 Ioan & portion of 9/13/06 loan	Due (ta) from PSP	-65,000.00	6,721,39
Bit Pmt Check	02/05/2007	1035	Marcury LDO		Accounts Payable	-5.39	6,716.00
Check	02/05/2007	1036	Able Lock & Alarm	invit 15117 for Dup Keys	Due (lo) from Desert Lakes Hidg	-240.62	6,475,38
Ceposit	02/05/2007		Orgill Singer	Refund to Client	Lubidity	13.71	6,489.09
Check	02/06/2007	1037	Aliance Mortgage	Interest Payment on Allance Mortgage Note	Mortgage	178,750.00	172,260.91
Deposet	02/07/2007	Th.	e Rogich Family 2004 irrevocable 7	the Rogich Family 2004 irrevocable Tru CC to cover Alliance interest Payments	Contributions	178,750.00	6,489.09
Ceposit	03/05/2007	Ţ	e Rogich Family 2004 Irrevocable T	the Rogich Family 2004 trevocable TruCC to cover Alliance interest Payments	Contributions	178,750.00	185,239.09
Check	03/02/2002	1038	Aliance Mongage	interest Payment on Aliance Mortgage Note	Mortgage	-178,750.00	6,489.09

Accruai Basis

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	The Rogich Family 2004 (nevocable Tru CC to cover Alilance Interest Payment
	intally to MTC)
ē	Capital Distribution Loan Payoff (Deposit accidentally to MTC) Loan Payoff

Type	Date	Num	Мате	Memo	Split	Amount	Balance
Bill Pmt -Check	06/18/2007	EFT	Nevada Power		Accounts Payable	-1.082.29	2,040,638.00
Check	06/19/2007	1083	ANB Financial	Interest Pyrint to Learner 150000170	Mortgage	-173,897,26	1,866,740.74
Deposet	06/22/2007		LWWD	Refund of credit balance on Eldorado Cartridge Cotp Pyn	Water	269.84	1,867,010,58
Check	06/26/2007	108.4	Go Global, Inc.	Temp Loan	Due (to) from Go Global	-270.000.00	1,597,010.58
Transfer	06/27/2007			Xfer to Money Market Account	NSB Money Market	-1,300,000.00	297,010,58
Check	06/27/2007	1085	Go Glabal, Inc.	Tomp Loan	Due (to) from Go Global	-200,000.00	97,010,58
Deposet	06/27/2007		Nevada Wister	Deposit	Undeposited Funds	22,500.00	119,510,58
Deposit	07/03/2007		Go Global, Inc	Payback overpayment of loan for S/12/05 corrected trans	Due (to) from Go Global	275.00	119,785.58
Bill Pmt -Check	0711012007	1086	Alistate Fire Equipment		Accounts Payable	-1,684,88	118,100.70
Check	2002/21/20	1067	Bryan Steed	Repars & Painting on Warehouse	Repairs	-3,000.00	115,100.70
Bill Pmt -Check	07/13/2007	1089	Boyd Consulting, LLC		Accounts Payable	2,000.00	113,100.70
Bill Pmt -Check	07/13/2007	1090	Kimley-Horn and Associates Inc		Accounts Payable	-25,240.95	87,859.75
Bill Pmt -Check	7002/E1/70	1001	Stater Handan Group		Accounts Payable	-2.670.00	85,189.75
Bill Pmt -Check	07/13/2007	EFT	1 VVVD		Accounts Payable	371.42	84,818.33
Check	00216142007	1088	Summer Retamas	RE. 7/13/07 Staff Expense Report	Due (to) from Summer Reliamas	-41.00	84,777.33
Bill Pmt -Check	07/16/2007	1092	Rietz Consulting Inc.		Accounts Payable	-55,500.00	29,277.33
Check	00217 MT0	1600	Eldorado Hills, LLC	Xier to NSB Checking	NSB Money Market	300,000,000	329,277,33
Check	7002/1/1/20	1093	Jared Smith	RE: Ahern Rental & Reconcile Due to Balance	Due (to) from Jared Smith	-936.47	328,340.86
Check	2002/2 1/20	1094	ANB Financial	Interest Pyrnt to Loan# 150000170	Mortgage	-166,287.67	160,053.19
84 Pmt -Check	02/17/2007	1095	Sierra Agency, LLC		Accounts Payable	-65,000.00	95,053.19
Check	1002/11/12/0	1096	Go Glabal, Inc	Payback for FødEx charge on GG Amex	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 Prnt - Check	07125/2007	1100	Clark County Treasurer	1/1/07-5/30/08 Property Tax - Parcei# 189-11-002-001	Accounts Payable	-12,420 25	81,210 99
Bill Pmt -Check	07/25/2007	1098	Kimley-Hom and Associates Inc.		Accounts Payable	-13,031 51	68,179.48
Bill Pmt -Check	07/25/2007	1097	Slater Hanifan Group		Accounts Payable	-2,467.50	65,711 98
Check	07/25/2007	1059	Secretary of State	Annual Manager List Filing	Business Licenses & Fees	-125.00	65,586,98
Check	1002/60/80	1101	Bryan Steed	Painting of Warehouse	Repairs	-13,700.00	51,886.98
Check	08/09/2007	1102	Remington Financial Group, Inc	Deposit for Loan Orgination Fee	Loan Fees	-7,500.00	44,386.98
Bill Pmt -Check	08/11/2007	1104	Mercury LDO		Accounts Payable	-5.39	44,381,59
Bill Pmt -Check	08/11/2007	1106	Nevada Power		Accounts Payable	-2,441.81	41,939.78
Bill Pmt -Check	2002/11/80	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	6600	Eldorado Hitls, LLC	Xier 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	AOG & Initial List for Eldorado II	Business Licenses & Fees	-200.00	23,711.37
Check	7002/11/80	1109	Nevada Department of Taxation	NV Business License for Eldorado II, LLC	Business Licenses & Feas	-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
Bdi Pret -Check	08/20/2007	EFT	QWWN1		Accounts Payable	-833.81	22.677.46
Deposit	08/20/2007		Go Global, Inc	Interest Payment on \$400K loan	Go Global Loan @ 8.25%	2,841.67	25,519,13
Bill Part - Check	09/05/2007	1115	Kent Anderson		Accounts Payable	-6,250.00	20,269.13
Bill Pmt -Check	09/02/2002	1112	Kimley-Horn and Associates Inc.		Accounts Payable	-8,283.64	13,985.49
Bill Pmt -Check	09/05/20/60	1113	Mercury LDO		Accounts Payable	-20.36	13,965.13
B菜 Prat -Check	09/05/2007	1111	Slater Hanitan Group		Accounts Payable	-16,185.00	-2,219.87
Bill Pmt -Check	09/05/2007	1114	Stipe-A-Lot		Accounts Payable	-5,604.47	-7,824 34
Check	00/02/20/02	0054	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	-1,806,96	187,386.70
Bill Pret - Check	09/18/2007	EFT	LWWD		Accounts Payable	-563 79	186,802 91
Check	09/15/2007	1116	ANB Financial	Interest Pyrat to Loan# 150000170	Mortgage	-173,897,26	12,905 65
Check	09/19/2007	1117	State of Nevada AR Payments	Buamesa License Fee for 2006, Notice# 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 Antonia Nevada Payment	Contributions	2,230,600.00	2,241,873,28

Accrual Basis

Type	Date	Num	aureN	Memo	Split	Amount	Balance
Check	09/20/2007		Antonio 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 Rogich Family 2004 Irrevocable Tr	the Rogich Family 2004 irrevocable TruCC Cover Antonio Nevada Payment	Contributions	776,000 00	789,948.28
Charck	09/21/2007		Antonio Nevada, LLC		Distributions	-770,000 00	19,848.26
Deposit	09/2112007		Nevada State Bank	Reverse Wire Fee	Bank Service Charge	25.00	19,873,28
Check	09/21/2007		Nevada State Bank	Wáre Fee	Bank Service Charge	22 0 0	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	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12,420 25	7,418.03
Bill Pmt -Check	09/24/2007	8111	Kimley-Horn and Associates Inc.		Accounts Payable	-2,386.88	5,031,15
Check	10/03/20/01	1121	Smith Consulting Inc	Consulting Fee Sept-07	Consulting	-3,333.00	1,698.15
Bill Pmt -Check	10/05/2007	1122	Owens Geatechnical, Inc.		Accounts Payablo	-2.400.00	-701.85
Bill Pmt -Check	10/05/2007	1123	Slater Hanifan Group		Accounts Payable	-8,707 50	-9,409.35
Bill Pmt -Check	10/05/2007	1124	State of Nevada AR Paymonts		Accounts Payable	-100 00	-9,509.35
84 Pmt -Check	10/05/2007	1125	WRG Devign inc		Accounts Payable	-1.350.00	-10.859.35
Check	10/05/2007	1001	Eldorado Hals, LLC	X(er to NSB Checking	NSB Money Market	200,000,00	189,140.65
Bill Pmt -Check	10/10/2007	1126	Mercury LDO		Accounts Payable	-116 37	189,024 28
Bill Pmt -Check	10/17/2007	EFT	Nevada Power		Accounts Payable	-1.622 77	187,401.51
Bill Pmt -Check	10/18/2007	1128	Applied Analysis		Accounts Payable	-9,225,00	178,176,51
Check	10/18/2007	1127	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287.67	9,868.84
Check	10/18/2007	1129	Jacob Feingold	VOID: RE: Continental Flight to LV for Investor Presentat	Travei	00:0	9,888.84
Bill Pmt -Check	10/22/2007	EFT	LVVWD		Accounts Payable	-636.72	9,252.12
Deposit	10/24/2007			Deposit	Undeposited Funds	1,600.00	10,852.12
Check	10/24/2007	1130	D&D Properties. LLC	RE. Continental Fight to LV for Taavura Investor Present	Travet	-5,471.00	5,381 12
Bill Pmt -Check	10/25/2007	1132	Boulder Disposal Inc		Accounts Payable	749.97	4,631,15
Bill Pmt -Check	10/25/2007	1133	Pro-Flame Gas		Accounts Payable	-64.65	4,566.50
Check	10/25/2007		Eldorado Hills, LLC	Online Xter to NSB Chucking	NSB Money Market	8,000.00	12,566.50
Check	10/25/2007	1611	Clark County	NCZ Submittal Fea	Engineering Expense	-5,150.00	7,416.50
Bill Pmt -Check	10/31/2007	1134	Kimley-Horn and Associates Inc.		Accounts Payable	-900.26	6,516.24
B诽 Pmt -Check	10/31/2007	1135	Slater Handan Group		Accounts Payable	-23,002.50	-15,486.26
Check	10/31/2007	1136	Smith Consulting Inc	Consulting Fee Oct-07	Cansulting	-3,333,00	-19,819.26
Check	10/31/2007	1138	Bryan Steed	Painting of Warehouse & Water Tower	Consulting	-3,333,00	-23,152.26
Deposit	11/02/2007		Eldorado Mills, LLC	Online Transfor	NSB Money Market	20,000.00	3,152.26
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Money Market	5,000.00	1.847 74
Check	11/02/2007	1137	Stater Handan Group	Balance for NCZ Clark County Submittal Fee	Engineering Expense	-325.00	1,522.74
Check	11/06/2007	1139	Orgill Singer	Pakey # 2007 GL	Lability	-2,933 10	1,410.36
Bill Pret -Check	11/09/2007	1140	Boulder Disposel inc		Accounts Payable	-499 98	-1,910.34
Check	11/05/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	5,000.00	39,089,66
Bill Pmt -Check	11/16/2007	EFT	Nevada Power		Accounts Payable	-1,420.50	1,669.16
Jisodar	/002/91/11		Go Global, Inc.	Loan to cover Nov ANB interest Pymt	Contributions	174,000.00	175,669,16
Check	/002/91/11	1411	AND FINANCIAL	Interest Pymt to Loan# 150000170	Mortgage	173,897,26	06'177'1
Bill Pmt -Check	11/16/2007	1142	Bayd Consulting. LLC	Clent Meetings Oct 4, 9, 10, 19	Accounts Payable	-500.00	1,271.90
Bill Pmt -Check	11/19/2007	EFT	CVVMD		Accounts Payable	-1,868.39	596.49
Depost	11/21/2007		Bentwood Gunsmithing	Deposit	Undeposited Funds	800.00	203.51
Deposit	11/30/2007		Go Global, Inc.	CC Caver Expenses	Contributions	5,000.00	5,203 51
Check	11/30/2007	1143	Smith Consulting Inc	Consulting Fee Nov-07	Consulting	-3,333,00	1,870.51
Ceposet	12/07/2007		CanaMex Nevada, LLC	Investment into Etdorado Hills via CanaMex Nevada LLCOve (to) from CanaMex Nevada	e (to) from CanaMex Nevada	1,500,000.00	1,501,870.51
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NSB Money Market	-1,450.000.00	51,870,51
Bill Pmt -Check	12/10/2007	1146	Applied Analysis		Accounts Payable	-5,650.00	46.220 51
Bill Pmt -Check	12/10/2007	1144	Boulder Disposal Inc		Accounts Payable	-249.99	45.970.52
Bill Pmt -Check	12/10/2007	1145	Kimley-Horn and Associatos Inc.		Accounts Payable	-921 38	45,049.14
Bill Pmt -Check	12/10/2007	2911	Stater Handan Group		Accounts Payable	-1,552.50	43,496.64

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Type	Date	Num	Name	Мето	Spilt	Amount	Balance
Check	12/10/2007	1148	Rietz Consulting Inc		Due (to) from Rietz Consulting	-55°00	43,441,64
Check	12/10/2007	1148	Daniel DeArmas	RE: 12/5/07 & 11/28/07 Staff Expense Report	Oue (to) from Dan DeArmas	-309.96	43.041.68
Check	12/10/2007	1150	Mt. Charleston View, LLC	Rent for 2007 (Error check site to HPCH)	Rent	-15,000.00	28,041 68
Deposit	12/10/2007		Mt. Charleston View, LLC	Payback 12/10/07 deposit error for check# 1150	Rent	15,000.00	43,041 68
Check	12/10/2007	1151	HPCH, LLC	Rent for 2007	Rent	-15,000.00	28.041 68
Deposit	12/21/2007		Go Global, Inc.	CC. Cover ANB Interest Payment	Contributions	175,000.00	203,041 68
Check	12/21/2007	1152	ANB Financial	Interest Pymt to Loan# 150000170	Mortgage	-168,287,67	34,754,01
Bill Pmt -Check	12/24/2007	EFT	CMMD		Accounts Payable	-493.30	34,260.62
Daposit	12/26/2007		Go Global, Inc.	CC 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 -Chock	12/26/2007	1154	State of Nevada AR Payments	Butaness License for Eldorado Hills, LLC for Period Endir	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
Deposet	01/09/2008			Deposit	Undeposited Funds	800.00	11,774 29
Bill Pmt -Check	01/10/2008	1156	Clark County Treasurer	1/1/I07-6/30/08 Property Tax - Parcei# 189-11-002-001	Accounts Payable	-12,420.05	-645.76
Check	01/10/2008		Ektorado Milis, LLC	Online Xter to NSB Checking	NSB Money Market	3,142.57	2,496.81
Deposet	01/10/2008		Go Global, Inc.	Loan to cover expenses	Contributions	20,000.00	22,496.81
Bill Pmt -Check	01/11/2008		Mabo international	Wite Transfer	Accounts Payable	-7.996.50	14,500.31
Bill Pmt -Check	01/15/2008	1157	RUSHOURGRAFFIC		Accounts Payable	1,300.00	13,200.31
Bill Pmt -Check	01/17/2008	EFT	CM/WD		Accounts Payable	-462.09	12,738.22
Bill Pmt -Check	01/25/2008	1158	Boulder Disposal Inc		Accounts Payable	-249.99	12,468.23
Bill Pmt -Check	01/25/2008	1159	Kimley-Morn and Associates inc	Ongoing NDOT 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	S,000.00	9,077 23
Check	02/01/2008	1161	Daniei DeArmas	RE: 1/30/08 Staff Expense Report	Due (to) from Dan DeArmas	-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 -Chock	02/19/2008	EFT	1 VVVD		Accounts Payable	-1.018.99	4,380.24
Bill Pmt -Check	02/21/2008	1163	DOMBLM		Accounts Payable	-150.05	4,230.19
Check	02/21/2008	1164	ANB Financial	interest Pyrmt to Loan# 150000170	Mortgage	-173,897.26	-169,667.07
Check	02/21/2008			Service Charge	Bank Service Charge	45.34	-169,712,41
Deposit	02/23/2008		Go Global, Inc.	Loan to cover ANB interest Pyrni	Contributions	180,000.00	10,287,59
Bill Pmt -Check	02/23/2008	1165	Boulder Disposal Inc.		Accounts Payable	-262.49	10,025,10
Bill Prnt -Check	02/23/2008	1156	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	-12.420 25	-2,395.15
Depotet	8002/E2/20		Go Global, Inc	Loan to cover property tax	Contributions	10.000.00	7,604.85
Bill Pmt -Check	02/26/2008	EFT	Nevada Power		Accounts Payable	-2,580.18	4,624.67
Check	02/28/2008	1167	Smith Consulting Inc.	Consulting Fee Feb-08	Consulting	-3,333.00	1,291.67
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	5,106.99	6,398.66
Bill Pmt -Check	02/29/2008	1168	Kimley-Horn and Associates inc		Accounts Payable	-3,583.13	2,815 53
Bill Pmt -Check	02/29/2008	1169	OGI Environmental, LLC		Accounts Payable	850.00	1,965.53
Check	02/29/2008	1170	Daniel DeArmas	RE- 2/28/08 Staff Expense Report	Due (to) from Dan DeArmas	-154.00	1,811,53
Bill Pmt -Check	03/03/2008	1172	Kent Anderson		Accounts Payable	-13,437.50	11,625,97
Deposit	03/05/2008		Eldorado Milis, LLC	Dritine Xfer	NSB Money Market	15,000.00	3,374.03
Bill Pmt -Check	03/17/2008	£FT	FWWD		Accounts Payable	-262.37	3.111.66
Check	8002/61/20		Nevada Power		Gas & Electric	-1,403,45	1,708.21
Deposit	03/24/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	1,120.00	2,828.21
Deposit	03/24/2008		Nevada Water	Deposit	Undeposited Funds	15,000 00	17,828.21
Check	03/24/2008	1173	ANB Financial	interest Pymi to Loan# 150000170	Mortgage	-162,678,08	144,849,87
Deposit	03/25/2008		Desert Lakes Holdings, I.L.C.	March 2008 Rent	Rental Income	5,000.00	-139,849.87
Payment	03/26/2008	17994	Nevada Water		Accounts Receivable	15,000.00	-124,849.87
Deposit	03/28/2008		Go Global, Inc.	Loan to cover interest payments	Contributions	168,000.00	43,150 13
Bill Pmt -Check	B002/16/E0	5211	Boulder Disposal Inc		Accounts Payable	-262 49	42,887.64

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adds	Oate	Num	Name	Memo	Split	Amount	Batance
Bill Pmt -Check	03/31/2008	1176	Boyd Consulting. LLC	Meeting w/FS and BLM	Accounts Payable	-1,125.00	41,762.64
Bill Pmt -Check	03/31/2008	1174	Krnley-Horn and Associates inc		Accounts Payable	-389.65	41,372.99
Check	03/31/2008	1177	Darriel DeArmas	RE. 3/31/D8 Staff Expense Report	Due (to) from Dan DeArmas	10:612-	41,159.96
Bill Pmt -Check	03/31/2008	1178	AMTI		Accounts Payable	-9,100 00	32.059.96
Depusit	03/31/2008		Clesert Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00	37,059,96
Cieposst	03/31/2006		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	00.000.01	47,059.96
Check	03/31/2/008	1171	Orgels Sanger	Add Addibonal Insured	Liability	-103.90	46,956.08
Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	Oue (to) from Desert Lakes Hidg	20,000.05	66.956.08
Check	04/12/2008	1179	Go Global, Inc	Payback for Continental Ticket charged on GG Amex	Due (to) from Go Global	-1,120.00	65,836.08
Deposit	04/14/2008		Desert Lakes Holdings, LLC	Loan Pyrnt	Due (to) from Desert Lakes Hidg	10,000.00	75,836.08
Bill Pmt -Check	04/14/2008	1160	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	LWWD		Accounts Payable	-226 44	73,797.15
Bill Pmt -Check	04/16/2008	EFT	Nevada Power		Accounts Payable	-1,389.64	72,407 51
Deposit	04/21/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	5,000.00	77.407.51
Check	04/22/2008	1182	ANB Financial	interest ^p ymt to Loan# 150000170	Mortgage	-173,897.26	-96,489.75
Deposit	04/28/2008		Homestead 2001, LLC	Temp Loan	Due (to) from Homestead 2001	100,000,00	3,510 25
Deposit	05/02/2008		Go Global, Inc	Loan to cover interest payments	Go Global Note Payable @ 22%	100,000 00	103,510 25
Check	05/02/2008	1183	Homestead 2001, LLC	Loan Payback	Due (to) from Homestead 2001	100,000,001-	3,510 25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	5,000.00	8.510.25
Depast	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	5,000.00	13,510,25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	5,000.00	18,510.25
Deposit	05/07/2008		Desert Lakes Holdinge, LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	6,000.00	23.510.25
Bill Pmt -Check	05/09/2008		Mabo international		Accounts Payable	-7,996.50	15,513,75
Deposit	05/14/2008		Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	20,000.00	35,513 75
Deposit	05/14/2008		Detert Lakes Holdings LLC	Warehouse Rental	Rental income	2,000.00	37,513,75
Bill Pant -Check	05/15/2008	EFT	Nevada Power		Accounts Payable	-1,299 99	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 Hanifan Group		Accounts Payable	-550 00	35,401.27
Bill Pmt -Check	05/23/2008	EFT	LWWD		Accounts Payable	-180.54	35.220.73
Check	05/23/2008	1186	ANB Financial	Interest Pyrnt to Loan# 150000170	Mortgage	-168,287 67	-133,066 94
Payment	05/27/2008	18174	Nevada where		Accounts Receivable	15,000.00	-118,066.94
Deposet	05/29/2008		The Rogich Family 2004 thevocable Tru CC for ANB Interest Pymt	u CC for ANB interest Pymt	Contributions	54,000.00	-64,066.94
Cleposit	05/29/2008		Go Globel, 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	Go Global Note Payable @ 22%	25,000.00	14,933 06
Payment	05/30/2008	1038	Bentwood Gunsmithing		Accounts Receivable	1.600.00	16,533.06
Bill Pmt -Check	06/09/2008	EFT	Nevada Power		Accounts Payable	-1,259,67	15,273,39
Sill Pmt -Check	06/09/2008	1187	Slater Hanifan 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	06/15/2008	EFT	CWWD		Accounts Payable	416.92	7,217.47
Bill Pmt -Check	06/16/2008	11.88	Bouider Disposal Inc		Accounts Payable	-262.49	6,954,98
Bill Pmt -Check	06/16/2008	11.88	V Drysion of Environmental Protection Annual Fee for: 7/1/08-6/30/09	o Armuai Fee for: 7/1/08-6/30/09	Accounts Payable	300 000-	6,654.98
Deposit	06/16/2008		Pulaski Bank	FDIC insured \$ + interest from ANS Closure	Pulaski Bank MMA	100,151.08	106, 806, 06
Check	06/19/2008	1190	Clark County Assessor	Accit# 117027-99	Personal Property	-1,448.61	105,357,45
Deposit	06/27/2008		The Rogich Family 2004 Irrevocable Tru CC to cover ANB Interest Payment	u CC to cover 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	01/02/2008		Nevada Water	Deparat	Undeposited Funds	15,000.00	188,357.45
Chack	07/02/2008	191	FDIC as receiver for ANB Commerce	FDIC as receiver for ANB Commercial interest Payment on old ANB Loan	Mortgage	-168,000 00	20,357.45
Deposit	07/09/2008		Desart Lakes Holdings LLC	Deposet	Contributions	73,870,00	94,227.45
Bill Pmt -Check	07/17/2008	EFT	TWWD		Accounts Payable	-577 53	93,649 92
Bill Pmt -Check	02/17/2008	EFT	Nevada Power		Accounts Payable	-1,326.80	92,323,12

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Type	Date	Mum	Nàme	Мепло	Split	Amount	Balance
Bill Pmt -Check	07/21/2008	1192	AMTI		Accounts Payabl#	00.008,6+	88,423.12
Bill Pmt -Check	0//21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-262.49	88,160,63
Bill Pmt -Check	0/121/2008	1153	FedEx		Accounts Payable	-40.98	88, 119,65
Check	07/28/2008	1195	Secretary of State	Annual List Filing for Eldorado Hilla & 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 Xftr	NSB Money Market	60,000,03-	14,455.78
Bill Pmt -Check	08/04/2008	1197	ate of Nevada Business License Renewal	1 mm	Accounts Payable	-100.00	14,355 78
Bill Pmt -Check	08/11/2008	1198	Boulder Disposal Inc	Customer# 30-69 0	Accounts Payable	92.575-	14.082.49
Bill Prnt -Check	08/12/2008	1128	Rietz Consulting Inc		Accounts Payable	-2,015,00	12,067 49
Bill Pmt -Check	08/13/2008	EFT	LWWD		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	9,823,09
Bill Pmt -Check	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Pmt -Check	09/17/2008	1201	sto of Nevada Business License Roner License# 010-1005607358	er License# 010-1006607358	Accounts Payable	100.001	8,234,07
Deposit	09/17/2008		Bentwood Gunsmithing	Depost	Undeposited Funds	1,600.00	9.834.07
Bill Pmt -Check	09/18/2008	1202	Rietz Consulting Inc		Accounts Payable	600.009	9,234.07
Bill Pmt -Check	00/19/2008	EFT	LWWD		Accounts Payable	-806.91	B.427.16
Deposit	10/01/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	2,860.00	11,307.16
Deposit	10/01/2008		Desert Lakes Moldings LLC	10% of Gross for June-2008 Rent	Undeposited Funds-Holding	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	10/10/2008		Desert Lakes Holdings LLC	Loan Pymt (booked as rent)	Due (to) from Desert Lakes Hidg	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	EPT	TWWD		Accounts Payable	-289.40	11,382,53
Check	10/27/2008		Ektorado 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 Prnt -Check	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945,53
Ceposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	Cue (to) from Desert Lakes Hidg	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 Giobal Note Payable @ 22%	-15,000.00	1,945.53
Check	11/13/2008		QMM/1		Wetter	-200.46	1,745.05
Deposit	11/14/2008		Bentwood 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 Olivas	Uncategonzed Expense	-1.367 84	0.00
						000	000
							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	96:99	1,300.066.95
Check	07/17/2007	1600	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-300,000.00	1,000,066 96
Check	01/25/2007	0092	Go Glottal, Inc	Loan to pay LOC	Go Global Loan @ 8.25%	400,000,001	600,066 95
Deposit	01/27/2007			interest	Interest Income	1,814.61	601,681,57
Check	08/14/2007	5500	Eldorado Mills, LLC	Xfer to NSB Checking	NSB Checking	-160,000.00	441,881,57
Deposit	08/31/2007			Interest	interest income	1,990.39	443,871.96
Check	09/07/2007	0034	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	197,000.00	246,871,96
Deposit	09/28/2007			Interest	Interest Income	1,149 29	248,021.25
Check	10/05/2007	1001	Eldorado Hills, LLC	Xfer to NSB Checking	NSB Checking	-200,000.00	48,021,25
Check	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-8,000.00	40,021,25
Depost	10/31/2007			Interest	Interest income	467.38	40,488.63
Deposit	1002/20/11		Eldorado Hilfs, LLC	Online Transfer	NSB Checking	-20,000 00	20 488.63
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-5,000.00	15,488.63
Check	11/09/2007		Eldorado Hills, LLC	Chine Xfer to NSB Checking	NSB Checking	-5.000.00	10.486.63

Eldorado Hills, LLC General Ledger

Accrual Basis

Youal NSB Checking NSB Money Market

JA_005928

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Type	Date	Num	Name	Memo	Spłłt	Amount	Balance
Bill Pmt -Check	11/21/2007	0096	Owens Geotechnical, Inc.		Accounts Payable	-8,150.00	2,338.63
Check	11/30/2007			Service Charge	Bank Service Charge	-10:00	2.328.63
Deposit	11/30/2007			Interest	Interest Income	44.59	22.573.22
Check	12/08/2007		Eldorado Hills, LLC	Online Xfer	NSB Checking	1,450,000.00	1,452,373.22
Check	12/14/2007	1142	Go Giobai, inc.		Consulting	-1,420,000.00	32.373.22
Check	12/31/2007			Service Charge	Bank Service Charge	-10.00	32,363,22
Deposit	12/31/2007			Interest	Interest Income	779.35	33,142.57
Check	01/10/2008		Eldorado Hills, LLC	Online Xter to NSB Checking	NSB Checking	-3,142,57	30,000,00
Depost	01/31/2008			interest	interest income	106.39	30,106.99
Check	02/01/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	5,000.00	25,106.99
Deposit	02/28/2008		Eldorado Hills, LLC	Online Xter	NSB Checking	-5,106.99	20,000.00
Deposit	02/29/2008			Interest	Interest Income	67.56	20,067 56
Deposit	03/05/2008		Eldorado Hills, LLC	Online Xfor	NSB Checking	-15,000:00	5,067,56
Deposit	03/31/2008			interest	Interest Income	19.39	5,086.95
Deposit	04/30/2008			interest	interest income	11 73	89'860' <u>5</u>
Deposit	05/30/2008			interest	Interest Income	10.99	5,109.67
Cepasit	06/30/2008			interest	Interest Income	11 35	5,121.02
Deposit	07/31/2008			interest	Interest Income	11.38	5,132.40
Check	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Checking	60,000,00	65,132.40
Deposit	08/29/2008			interest	Interest Income	122.44	65,254,84
Deposit	09/30/2008			interest	Interest income	149.65	65,404,49
Check	10/17/2008	1002	Go Global, Inc	Interest Payment on 5/2/08 loan @ 22% through 10/17/050 Global Note Payable @ 22%	io Global Note Payable @ 22%	-12,250.68	53,153,81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Chucking	NSB Checking	-50,000.00	3,153.81
Check	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-3,000.00	153 81
Check	10/31/2008			Service Charge	Bank Service Charge	-10.00	143,81
Deposit	10/31/2008			interest	Interast Income	115.80	259 61
Check	11/28/2008			Service Charge	Bank Service Charge	-10.00	249 61
Deposet	11/28/2008			Interest	Interest Income	0.52	250.13
Check	12/10/2008		Eldorado Hills, LLC	Account Closed-Checks given to Molissa Olivas	Uncategonzed Expense	-250.13	000
						0.0	00.0
							0'0
							0 0
		:					0,01
invoice	1002/10/60	<u> </u>	Nevada Water		-tinds-	17,625.00	17,625.00
Bornert	1002121100	101	TOTAL AVAILATING				20,521,02
Pavment	04/25/2007	16191	Nevada Mater		Undernetter Funds	00.025,01-	00.00
Invoice	06/01/2007	102	Nevada Water		Rental Income	15,000,00	15.000.00
Invoice	06/01/2007	103	Nevada Water		Rental Income	7,500.00	22,500.00
Payment	06/27/2007	16571	Nevada Water		Undeposited Funds	-22.500.00	00.0
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	000
Payment	11/21/2007		Bentwood Gunsmithing		Undeposited Funds	800.00	-800.00
Invoice	12/01/2007	105	Bentwood Gunsmithing		Rental Income	800 00	00.0
Invoice	12/01/2007	106	Bentwood Gunsmithing		Rental Income	800.00	800.00
Payment	12/31/2007		Bentwood Gunsmithing		Undeposited Funds	800.00	000
Invoice	01/01/2008	111	Bentwood Gunsmithing		Rental Income	800 00	800 00
Invoice	02/01/2008	112	Sentwood Gunsmithing		Rental Income	800.00	1,600.00

Eldorado Hills, LLC

Accrual Basis

Tolai NSB Money Market Petty Cash Tolai Petry Cash Accounts Receivable

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Accrust Basis					Eldorado Hills, LLC General Ledger				
	Type	Cate	Mum	Name	Merno	Split	Amount	Balance	
	invoice	02/15/2008	107	Nevada Water		Rental Income	15,000 00	16,600.00	
	Invoice	03/01/2008	113	Bentwood Gunsmithing		Rental Income	800.00	17,400.00	
	Invoice	03/15/2008	109	Nevada Water		Rental Income	15.000.00	32.400.00	
	Payment	03/24/2008		Bentwood Gunsmithing		Undeposited Funds	-1,120.00	31,280.00	
	Payment	03/24/2008	17925	Nevada Water		Undeposited Funds	-15,000.00	16,280.00	
	Payment	9002/92/00	96671	Nevada Water		NSB Checking	19,000,00	1,280.00	
	invoice invoice			Bentwood Guntaniming		Contai Income			
	Invoice	05/01/2008	211	Bentwood Gunsmithing		Rental Income	800.000	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	Bentwood Gunsmithing		NSB Checking	-1,600.00	16,280.00	
	Invoice	001/2008	118	Bentwood 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	Bentwood Gunsmithing		Rental Income	800.00	2,880.00	
	Invoice	08/01/2008	120	Bentwood Gunamithing		Rental Income	800.008	3,680.00	
	Payment	08/29/2008	1201	Bentwood Gunsmithing		Undeposited Funds	-1.600 00	2,080.00	
	Invoice	09/01/2008	121	Bentwood Gunsmithing		Rental Income	800.008	2,880.00	
	Payment	09/30/2008	1702	Bentwood Gunsmithing	DLSC Recon for Matt Babb Rent	Undeposted Funds	-2,880.00	00.0	
Total Accounts Receivable							0.0	0.00	
Deposits for Closing								0.00	
	General Journal	03/17/2006	¢,	he Rogich Family 2004 irrevocable	he Rogich Family 2004 irrevocable Tru EMD for purchase from Pan Metal Corportation (Paid w/C	Capital	250.000.00	250.000.00	
	General Journal	03/17/2006	12	Nevada Title	END	Capital	250.000.00	500,000 00	
	Check	09/14/2006		Nevada Title	Cloxing Funds	NSB Checking	30,000.00	530,000 00	
	Check	09/14/2006		Nevada Title	Closing Funds	NSB Checking	5.150,000.00	5.680,000.00	
	General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-500,000,00	5,180,000.00	
	General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	-30,000,00	5.150,000 00	
	General Journal	09/14/2006	5		Pan Metal Property Closing	Boulder Property	-5,150.000.00	0.00	
Total Deposits for Closing							0.0	0.00	
Due (to) from Other Party								0,0	
Oue (to) from Dan DeArmas								0'0	
	General Journal	10/17/2007		Office Depat	CD Jewel Cases	Office Supplies	-24 99	-24 99	
	General Journal	12/05/2007		Software King	Microsoft Project	Office Supplies	374.97	365 665-	
	Check	12/10/2007	1149	Danie! DeArmas	RE: 12/5/07 & 11/28/07 Staff Expanse Report	NSB Checking	356'56	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: 1/30/08 Stuff Expense Report	NSB Checking	345.00	00.0	
	General Journal	02/12/2008		Southwest Airlines		Travel	154 00	-154 00	
	Check	02/29/2008	1170	Daniel DeArmas	RE: 2/28/08 Staff Expense Report	NSB Checking	154.00	000	
	General Journal	03/31/2008		Office Depot	Supplies for Marketing presentation	Office Supplies	-213.01	-213.01	
	Check	03/31/2008	1177	Damel DeArmas	RE: 3/31/08 Staff Expense Report	NSB Checking	213 01	00.0	
Total Due (to) from Dan DeArmas							0.0	0.0	
Due {to} from Rietz Consulting								0.00	
	General Journal	11/27/2007		McConnick & Schmick	Planning Commissioner Meeting	Meals & Entertainment	-55 00	\$5.00	
	Check	12/10/2007	1148	Rietz Consulting Inc.	RE: Planning Commission Lunch Meeting	NSB Checking	55.00	000	
Total Due (to) from Rietz Consulting							0.0	0.0	
Due (to) from Jared Smith								0.0	
	General Journal	12/10/2006	16		Gas Mileage to Gun Club	Mileage Expense	-36.00	00'9E'	

Eldorado Hills, LLC

Accruat Basis

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	Type	Date	Mum	Name	Memo	Split	Amount	Balance
	General Journal	12/28/2006	15	Lawe's	Paint	Repairs	-17 93	-53 93
	General Journal	12/29/2008	17		Gas Mileage to Gun Club	Milaage Expense	-36 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
	ceneral Journal	100210010	R 8	Pancaxe house			67.6L-	11.50
		100230010	8		cas weede to car croo		8	// 91
	General Journal	1002/#0110	¥. 4	The Home Lepot	Gas Milaace to Gun Chik	1 0015 & MISC Equipment	1987. 1995.	-232.96 -268.46
	General Journal	01/05/2007	R R		Gas Mileage to Gun Club	Mileage Expense	36.00	304.56
	General Journal	01/08/2007	22	NSPS	Membership Mailings	Postage & Defivery	96.94	400.50
	Check	01/12/2007	1022	Eddylme investments, LLC	Temp Loan to cover opening of new account	NSB Checking	100 00	300 50
	General Journal	01/16/2007	28	NSCA	NSCA Membarship	Oues & Subscriptions	100 00	-400 50
	General Journal	01/16/2007	59	Clark County	Fictitous Name Faing	Business Licenses & Fees	-20 00	-420.50
	General Journal	01/16/2007	ŝ		Gas for GMC	Gas	-12 40	432.90
	General Journal	01/17/2007	26		Gas Mileage to Gun Club	Mileage Expense	-35.60	468.50
	General Journal	01/17/2007	90	Clark County	Fictitious Name Filing	Business Licenses & Fees	-20.00	-488 50
	Check	01/18/2007	1026	Jared Smith	RE. 1/16/07 Staff Expense Report	NSB Checking	588.50	100 00
	General Journal	07/09/2007		Ahem Rentals	Rental for painting	Equipment Rental	-1,036.47	-936 47
	Check	7002/11/2002	1093	Jared Smith	RE. Aharn Rental & Reconcile Due to Balance	NSB Checking	936.47	00'0
	General Journal	09/18/2007		Ahern Rentals	Skiploader for Warehouse clean up	Equipment Rental	-932.37	15.259-
	Check	2002/61/60	1118	Jared Smth	RE: Ahern Rental for Warehouse Clean Up	NSB Checking	932.37	000
Total Due (to) from Jared Smith							0.00	000
Due (to) from Robert Ray								0.00
	Deposit	09/12/2006		Robert Ray	Loan \$1 01/07 🕸 20% per annum	NSB Checking	00'000'009-	-500,000 00
	Check	06/15/2007	1055	Robert Ray	Payoff 9/12/06 loan	NSB Checking	250,000.00	-250,000.00
	Deposit	05/15/2007		Ray Family Trust	Cleposit	-SPLIT-	250,000,00	0.00
Total Due (to) from Robert Ray							000	0.00
Due (to) from Summer Bellames								000
	Ganeral Internal	20002000		Taerbla Harbot	10 10	÷	47. GY	22.04
	Central Journal		1001			585	0.2	6.)" SP-
	CIECK		-		KE SERT EXPENSE Report of 4/07		1.12	000
	General Journal	2002/21/20		USPS	Stamps	Postage & Delivery	-41 00	101
	Check	07/13/2007	1088	Summer Reliamas	RE-7/13/07 Staff Expense Report	NSB Checking	41.00	000
Total Due (to) from Summer Reliamas							00.00	0.00
Due {to} from Other Party - Other								0.00
Total Due (to) from Other Party - Other								0.0
Total Due (to) from Other Party							00 0	00.0
Due (to) from Related Party Due (to) from Homestead 2001								0.0
	Deposit	04/28/2008		Homestead 2001, LLC	Temp Loan	NSB Checking	100.000.00	-100,000,001
	Check	05/02/2008	1183	Homestead 2001, LLC	Loan Payback	NSB Checking	100,000,00	000
Total Due (to) from Homestead 2001						L	0.0	0.0
Due (to) from Desert Lakes Hidg								00.0
		01100750010	0001	Lesen Lakes Politics, LLC Marca Collice	inventory sold to Unsert Lakes resumps V/OID: DE: 1/2 of two costs	NGB Checking	00.00	
	43010		1000	100000		ถึมงกละกา ย่ะหม	~~~	AU.000.001

Eldorado Hills, LLC General Ledger

Accrual Basis

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					General Leager			
	Type	Date	Num	Name	Memo	split	Amount	Balance
	Check	01/10/2007	1021	Wayne Collier	RE. 1/2 of ture costs	NSB Checking	187.36	100,187.36
	Check	01/12/2007	1024	Desert Lakes Holdings, LLC	Opening Deposit for New Checking	NSB Checking	2,500.00	102,687.36
	Chack	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	2,500.00	105,187.36
	Check	01/18/2007	1028	Secretary of State	Initial List of Managers Filing for Desert Lakes Holdings, I	NSB Checking	125.00	105,312.36
	Check	01/24/2007	1029	Secretary of State	Desert Lakes Holdings Amendment to AOG	NSB Checking	175.00	105,487.36
	Check	01/25/2007	1030	Flocchi Ammunition	Ammo Order	NSB Checking	8,696 30	114,183,66
	Check	01/30/2002	1031	Desert Lakes Holdings, LLC	Temp Loan	NSB Checking	20.000 00	134,183,66
	Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Tomp Loan	NSB Checking	20.000.00	154,183.66
	Chack	02/02/20/20	1036	Able Lock & Alarm	inve 15117 for Dup Keys	NSB Checking	240.62	154,424,28
	Deposit	03/31/2008		Deser Lakes Holdings, LLC	Loan Pymt	NSB Checking	-10,000 00	144,424 28
	Deposit	04/01/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-20.000.00	124,424,28
	Deposit	04/14/2008	1437	Desert Lakes Holdings, LLC	Lean Pyrnt	NSB Checking	-10,000,00	114,424,28
	Deposit	04/21/2008	1475	Desert Lakes Holdings, LLC	Loan Pyint	NSB Checking	-5,000.00	109,424.28
	Deposit	05/07/2008		Dosert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	104,424,28
	Deposit	00/1/20/90		Dosert Lakes Holdings, LLC	Loan Pymt	NSB Checking	5,000.00	99.424.28
	Deposit	05/07/2008		Desert Lakes Holdings, LLC	гоал Рутқ	NSB Checking	-5,000.00	94,424,28
	Deposit	05/07/2008		Desert Lakes Holdings, LLC	Loan Pymt	NSB Checking	-5,000.00	89,424.28
	Deposit	05/14/2008		Desert Lakes Holdings LLC	Loan Pymt	NSB Checking	-20,000 00	69,424,28
	Deposit	10/10/2008		Desert Lakes Holdings LLC	Loan Pyint (booked as rent)	NSB Checking	-10.000.00	59.424.28
	General Journal	10/2/1/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Distributions	-50,000.00	9,424,28
	Deposit	10/27/2008			Accumulated Interest at 10% through 10/27/08	Loan Interest	23,233.47	32,657 75
	Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	NSB Checking	-10,000 00	22,657.75
	General Journal	10/27/2008		Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSGo Global Note Payable @ 22%	Global Note Payable @ 22%	22,067 75	00.0
Total Due (to) from Desert Lakes Hidg						-	80	80
•							1	
Due (to) from CanaMex Nevada								0.00
	Check	04/24/2007	1050	integrity Engineering	Shared engineering expense Inv# 73-101-05	NSB Checking	2,539.52	2,538.52
	Osposit	12/07/2007		CanaMex Nevada, LLC	Investment into Eldorado Hills via CanaMex Nevada LLC	NSB Checking	-1,500,000 00	-1,497,460.48
	General Journal	01/01/2008	LLB-88-07-5	Integrity Engineering	Reclase. CanaMex Engineering Expense booked through	Engineering Expense	-2,539.52	-1,500,000.00
Totai Due (to) from CanaMex Nevada						-	-1,500,000.00	-1,500,000.00
Dus (to) from Go Giobal								0.0
	General Journal	09/12/2006	11	Secretary of State	inthai Manager List, Penaity, & Expedite Fee charged on Business Licenses & Fees	suaness Licenses & Fees	-275.00	-275.00
	General Journal	10/16/2006	14	FedEx	FedEx charged on GG Amex	Postage & Delivery	-18.76	-293.76
	Deposit	01/01/2007		Secretary of State	Reverse 9/12/06 transaction (a/be booked to Ashton Devi Business Licenses & Fees	dusmess Licenses & Frees	275.00	-18.76
	General Journal	01/09/2007	22	Secretary of State	Articles of Org Filing for Desert Lakos Holdings charged c Business Licenses & Fees	dusiness Licenses & Fees	200:002-	-218.76
	Check	04/24/2007	1045	Go Global, Inc	Payoff previous loans	NSB Checking	493.76	275.00
	General Journal	05/24/2007		FedEx	FedEx charged on GG Amex	Postage & Dekvery	-17.55	257 45
	Check	06/26/2007	1084	Go Global, Inc.	Temp Loan	NSB Checking	270,000.00	270,257,45
	Check	06/27/2007	1085	Go Global, Inc	Temp Loan	NSB Checking	200,000.00	470,257.45
	Deposit	7002/20/20		Go Global, Inc.	Payback overpayment of loan for 9/12/06 corrected trans	NSB Checking	275.00	469,982,45
	Check	02/17/2007	1096	Go Global, Inc.	Payback for FedEx charge on GG Amex	NSB Checking	17 55	470,000,00
	Transfer	2002/61/60			Split \$2.23M Contribution between CC & Loan	Distributions	-470,000.00	0.00
	General Journal	02/28/2008		Continental Alrines	Ticket for Carlos to Amsterdam charged on GG Amex	Travet	-1,120.00	-1,120.00
	Cherck	04/12/2008	1179	Go Global, Inc.	Payback for Continental Ticket charged on GG Amex	NSB Checking	1,120.00	0.0
Total Due (to) from Go Global							0.00	00.0
Due {to} from PSP								0.00
	Deposit	00/13/2006		Go Global, Inc	Temp Loan via Pecan Street Plaza	NSB Checking	600,000.003-	-600,000 00
	Deposit	09/14/2006		Pacan Street Plaza 11C	Terre Loan	MSR Chacking	40.000.05	-640 000 00
	Check	01/31/2007	1034	Pecan Street Plaza, LLC	Pavoff 9/14/06 leap & northon of 9/13/06 loan	MSR Checking	65,000,00	-575 000 00
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Eldorado Hills, LLC General Ledger

Accrual Basis

Accrual Basis					Eldorado Hills, LLC General Ledger			
	Type	Date	Mun	Name	Memo	Split	Amount	Balance
	Check	03/26/2007	1042	Pecan Street Plaza, LLC	Partial Lean 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	-559,000.00
	Check	05/22/2007	1066	Pecan Street Plaza, LLC	Partial Loan Payment	NSB Checking	5,000.00	554,000.00
	Check	05/24/2007	1068	Pecan Street Plaza, LLC	Parhal Loan Payment	NSB Checking	2,000.00	549,000.00
	Check	06/14/2007	1082	Pecan Street Plaza, LLC	Loan Payoft	NSB Checking	549,000.00	000
Total Due (to) from PSP							80	000
Due (to) from Realized Gains								0,0
	Deposit	12/28/2006		Realized Gains, LLC	Temp Loan from Realized Gains, LLC	NSB Checking	100,000.00	-100.000 00
	Check	01/16/2007	1025	Renitzed Gams, LLC	Partial payback for 12/28/06 loan	NSB Checking	50,000.00	-50,000,00
	Check	01/31/2007	1033	Realized Gains, LLC	Payback 12/28/06 loan	NSB Checking	50,000 00	000
Total Due (to) from Realized Gains							0.0	0.0
Due (to) from Related Party - Other								0,00
Tota! Due (to) from Related Party - Other						-		0.0
Total Oue (to) from Related Party							-1,500,000 00	-1,500,000,00
Go Giobai Loan 🕸 8.25%								00'0
	Check	07/25/2007	2600	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
	Ceposit	08/25/2007		Go Global, Inc.	Accrued interest @ 8.25%	interest Income	2.841.67	400,000,00
	Transfer	09/19/2007			Payoff Go Global Loan	Distributions	-400,000.00	0.0
Total Go Global Loan 畿 8.26%							80	000
Gun Club Inventory								00.0
	Check	12/29/2006		Desert Lake Country Club		NSB Checking	100.000.001	100,000 00
	General Journal	01/04/2007		Desert Lakes Holdings, LLC	inventory sold to Cosert Lakes Holdings	Due (to) from Desert Lakes Hidg	-100,000,00	0.0
I data takin china inventory							000	00:0
investments								00'0
Total Investments								000
Undeposited Funds								00'0
	Payment	03/30/2007	16061	Nevada Water		Accounts Receivable	17,625.00	17,625 00
	Deposit	03/30/2007	16061	Nevada Mater	Deposit	NSB Checking	-17,625.00	0.00
	Deposit	04/25/2007	16198	Nevada Water	Deposit	NSB Checking	-10,500,00	000
	Paymont	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	000
	Payment	10/24/2007		Bentwood Gunsmithing		Accounts Receivable	1,600.00	1.600.00
	Deposit	10/24/2007		Bentwood Gunsmithing Bentwood Gunsmithing	Deposit	NSB Checking	-1,600.00	000
	Deposit	11/21/2007		Bentwood Gunsmithing	Deposit	NSB Checking	00.008	000
	Payment	12/31/2007		Bentwood Gunsmithing		Accounts Receivable	800.008	800.00
	Deposit	01/09/2008		Bentwood Gunsmähing	Deposit	NSB Checking	-800.00	0.0
	Payment	03/24/2008		Bentwood Gunsmithing		Accounts Receivable	1,120.00	1,120.00
	Deposit	03/24/2008		Bentwood Gunsmithing	Deposit	NSB Checking	-1,120.00	0.0
	Payment	03/24/2008	526/1	Nevada Water		Accounts Receivable	15,000.00	15,000.00
	Baument	DSF24F200B	976/1	Novada Water Noveda Meter	Uepowt	Associate Pessing	-15,000.00	0.00
	control and a	and an and an				100000 01100000		14,000,00

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Accruai Basis					Eldorado Hills, LLC General Ledger			
	7 ype	Date	Num	Namé	Mema	Split	Amount	Balance
	Deposit	07/02/2008		Nevada Water	Deposit	NSB Checking	-15,000:00	0.00
	Payment	08/25/2008	1201	Bentwood Gunsmithing		Accounts Receivable	1,600.00	1,600.00
	Deposit	09/17/2008	1201	Bentwood Gunsmithing	Deposit	NSB Checking	-1,500,00	800
	Payment	8002/00/00	1/02	Bentwood Gunsmithing Rentwood Gunsmithing	ULSC Recon for Matt Babb Rent Durned	Accounts Receivable NCR Chacking	20.088.2	00.088,5
Total Undeposited Funds			ł				0.00	0.0
Utility Deposits								0.0
	B#	05/29/2007		1.vvwD		Accounts Payable	5,000.00	5,000.00
Total Utility Deposits							5,000.00	5,000.00
Real Property								00.0
Boulder Property								00'0
	General Journal	09/14/2006	13		Pan Metal Property Closing	-SPLIT-	22,000,000.00	22.000,000.00
	General Journal	09/14/2006	13		Pan Metal Property Closing	Boulder Property	10.370 10	22.010.370 10
Total Boukter Property	Deposit	09/25/2006		Nevada Trie	Buyer Retund	NSB Checking	-10,370,10 22,000,000,00	22,000,000.00
Closing Casts Boulder Property								00'0
	General Journal	12/31/2006	LLB-06-2		Keclass	Closing Costs	15,207.00	15,207.00
	General Journal	12/31/2006	LLB-06-4		Rociaes	Legal Fees	10,500.00	25,707.00
	General Journal	12/31/2007	LLB-88-07-2		Reclass	Clasing Costs	647,289.00	672,996.00
	General Journal	12/31/2007	116-88-07-3		Reclass	Appraisal Fees	7,500.00	690,496.00
I ofail Closing Costs boulder Property							680,495.00	680,496.00
Improvements-Capitalized Costs								00.0
	General Journal	12/31/2006	LLB-06-5		Capitalize 266 Carrying Charges	SPUIT-	103,590.46	103,590.46
	General Journal	12/31/2007	LLB-BB-07-1		Captaize Expensos	Engineering Expense	3,929,301.22	4,032,891,68
	General Journal	12/31/2007	LLB-BB-07-1		Do not capitalize expenses per Carlos and Sig	Martgage	3,484,410.30	548,481,38
i otal improvements-capitalized Costs							348,481.38	348,481.38
Real Property - Other								0.00
Tola! Real Property - Other								0:0
Totai Roai Property							23.226,977.38	23,228,977,38
Accounts Payable								0.00
	Bil	06/20/2006	264	Ristz Consulting Inc		Cansulting	-29,875.00	-29.875.00
	Bat	06/30/2006	232648	Slater Hanifan Group		Engineering Expense	-4,495.00	-34,370.00
	88	07/21/2006	E2006-175	OGI Environmental, LLC		Engineering Expense	-10,950.00	45,320,00
	20	07/28/2006	0030457	WRG Design Inc		Engineering Expense	4,500.00	-49,820.00
	5 B	00/12/12006	232676 E0618892005-6	stater Hanitan Group Secretary of State	Amnual Manadar/Member Filmo	Engineoring Expansa Business Licenses & Fees	5,272,50	-55,092,50 56,217,50
	Bill Pmt -Check	08/17/2006	1003	OGI Environmental, LLC		NSB Checking	10,950.00	44.267.50
	Bill Pmt -Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing	NSB Checking	125.00	-44,142,50
	Bill Pmt -Check	08/17/2006	1002	Stater Hanifan Group		NSB Checking	4,495.00	39,647,50
	196	08/24/2006	C240647	Mercury LDO		Printing & Reproduction	-11.15	-39,658,65
		9002/15/90	232783	Slater Hanitan Group		Engineering Expense	-6,800.00	-46.458.65
	Bill Pmt -Check	09/06/2006	1004	Mercury LDO Mercury LDO		Printing & Reproduction NSE Checking	77.11- 08.02	-46,470 42 -46 447 50
	Bill Pmt -Check	09/06/2006	1006	Rietz Consulting Inc.		NSB Checking	29,875.00	-16.572.50

0 00 5,807,50 6,605,00 -6,610,39 -7,135,39 7,135,39 -7,135,39 -7,135,39 -7,130,00 -6,605,00

Amount 4.500.000 5.272.50 6.800.00 5.907.50 -637 -6.33 -6.33 -5.35 -5.55 -5.35 -5.55 -5.55 -5.55 -5.35 -5.55 80

Balance ~12.072.50 ~6,800.00

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î anne	WRG Design Inc.	Stater Handan Group	Sister Hanifan Group	Slater Hanifan Group	Stater Hanifan Group	Mercury LDO	Redneck Enterprises, LLC	Alkance Mortgage	Alliance Mortgage	Mercury LDO	Redneck Enterprises, LLC	Stater Hanifan Group	Mercury LDO	Mercury LDO	Mercury LDO	Mercury LDO	Mercury LDO	Mercury LDO	Mercury LDO	Kimley-Horn and Associates Inc.	LL Bradford & Company, LLC	Pro-Flame Gas	Desert Lake Shooting Club	Nevada Power	Kenley-Hom and Associates Inc	Mercury LDO	OGI Environmental, LLC	LVVMD	Rintz Consulting Inc.	OGI Environmental, LLC	Rietz Consulting Inc.	Kimiey-Morn and Associates inc	Stater Hanifan Group	Nevada Power	NV Dwatch of Environmental Protection	EVVWD	Nevada Power	Pro-Flame Gas	Nevada Power	4V Division of Environmental Protection	Desert Lake Shooting Club	LL Bradford & Company, LLC	Kumley-Morn and Associator Inc	TWWD	Nevada Power	Stater Hanifan Group	Kunisy-Horn and Associates Inc	GWWD.1	Slater Hanifan Group	Nevada Power	LWWD
How	1005	1007	1008	233004	233072	C248935	488	1013		1014	1016	1015	C258273	1035	C263148	C265623	1040	H706397-2	1041	2899163					1049	1048	E2007-131		318	1053	1052	2942573	233870			1056	1060	1059	1061	1063	1065	1064	1067			233915 233915	2989037	1077	1078	£FT	
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Accrual Basis

Balance	29,686.77	32,154,27	47,185.78	-102,685.78	-104,370.66	-102,685.78	-100,685.78	-75,444.83	-72,774 83	-72,403 41	-16,903.41	-81,903 41	-16,903.41	10,499,01	27,919.26	-40,238-31	-65.179.81	-52,759,56	39,728,05	-37,260.55	-38,094,46	-40,594,46	-43,036.27	-43,041.66	-44,672,81	-50,956.45	-67, 141, 45	-87,136,06	54,654,25	-63,063.10	01.502,00-	96 656 70-	-62,136,43	-62,700.22	-68,304.69	-73,554,69	-75,363 65	-83.073.65	-84,071.15	-85.421.15	-86,171.12	-80,921.12	-74,637.48	-74,617.12	-58,432.12	-52,827,65	42,927,65	-61, 118.69
Amount	-1,404 40	-2.467.50	2,000.00	-55,500 00	-1,684 88	1,684.88	2,000.00	25,240.95	2,670 00	371.42	55,500.00	-65,000.00	65,000 00	1,404,40	-12,420.25	07.076.71-	-12.420.25	12,420.25	13,031.51	2,467 50	-833 91	-2,500.00	2.441.81	-6.39	-1,631 15	-6,283.64	16,185.00	5 39	2,441,81	1,631,15	00'00G'2	96:005.5	833.91	-563.79	-5,604.47	-5,250.00	-1, 808.96	-7,710.00	-597.50	-1,350.00	-749.97	5,250.00	6,283.64	20.36	16,185.00	5,604,47	100.00	1,808.96
tild 8	Gas & Electric	Engineering Expense	Consulting Lapor	Consulting	Repairs	NSB Checking	NSB Checking	NSB Checking	NSB Checking	NSB Checking	NSB Checking	Marketing Expense	NSB Checking	NSB Checking	Property	Crosses.	Property	NSB Checking	NSB Checking	NSB Checking	Water	Engineering Expense	Gas à Electric	Printing & Reproduction	Engineering Expense	Engmeering Expense	Engineering Expense	NSB Checking	NSB Checking	NSB Checking	Nod Crecking	Engineering Expense Ponton & Remoduction	NSB Checking	Water	Engineering Expense	Cleaning & Jantonal	Gas & Electric	Engineering Expense	Engineering Expense	Engineering Expense	Waste Management	NSB Checking	NS8 Checking	NSB Checking	NSB Checking	NSB Checking	Business Licenses & Fees	NSB Checking
Merro															1/1/07-5/30/08 Property Tax - Parcel# 189-11-002-001	1/1/U/-SCUOS Propery Lax - Parceir 189-19-10-202	11107-870008 Pronety Tax - Parcels 159-11-002-001	1/1/07-6/30/08 Property Tax - Parcet# 185-11-002-001																														
Name	Nevada Power	Slater Hanifan Group	Render and Associates on Boyd Consulting, LLC	Rietz Consulting Inc	Alistate Fire Equapment	Allstate Fire Equipment	Boyd Consulting, LLC	Kimley-Horn and Associates Inc	Slater Manifan Group	LVVVD	Rietz Consulting Inc	Sierra Agency, LLC	Sierra Agency, LLC	Nevada Power	Clark County Treasurer	Clark County Freasurer	Clark County Transurer	Clark County Treasurer	Kimley-Horn and Associates Inc	Slater Hanifan Group	LVVWD	WRG Design Inc	Nevada Power	Mercury LDO	OGI Environmental, LLC	Kimley-Horn and Associates Inc.	Stater Harufan Group	Mercury LDO	Nevada Power	OGI Environmental, LLC	WKG Design Inc.	Kirtley-Hom and Associates Inc. Marrier I DO	LVVWD	LVVWD	Stripe-A-Lot	Kent Anderson	Nevada Power	Slater Hanifan Group	Slater Hanifan Group	WRG Design Inc.	Boulder Disposel Inc	Kent Anderson	Kimley-Horn and Associates Inc	Mercury LDO	Slater Hanifan Group	Stripe-A-Lot	State of Nevada AR Payments	Nevada Power
MuN		234071	1701000	342	27331	1086	1089	1090	1091	EFT	1092	2007-05	1096	EFT				1100	1098	1097		0038259		C284229	£2007-246	3080174	234304	1104	1106	1103	8	3122016	EFT		1568			234342	234343	0038805		1115	1112	5111	1111	1114	0700001863454	EFT
Date	06/29/2007	06/30/2007	07/01/2007	01/01/2007	07/09/2007	07/10/2007	07/13/2007	07/13/2007	07/13/2007	2002/01/20	07/16/2007	02/17/2007	07/17/2007	07/18/2007	07/25/2007	/002/52//0	00295110	01/25/2007	07/25/2007	07/25/2007	07/26/2007	07/27/2007	07/31/2007	07/31/2007	07/31/2007	07/31/2007	07/31/2007	08/11/2007	08/11/2007	08/11/2007	1002/11/20	2002/21/80	08/20/2007	08/24/2007	08/30/2007	08/30/2007	08/30/2007	08/31/2007	08/31/2007	08/31/2007	08/31/2007	09/05/2007	09/05/2007	09/02/20/02	09/05/2007	09/05/2007	2002/01/60	09/17/2007
Type	1112			8/6	846	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	941	Bill Pmt -Check	Bit Pmt -Check	94		10 E	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bat		18	109	84	911 8	841	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check		Bill Pmt -Check	Bil	BHB	Bill	Bill	But	Bild	Bill	88	Bilt Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bit Pmt -Check	Bill Print -Check	86	Bill Pmt -Check

Page 16 of 28 272 PLTF562

Type	Date	MUN	ameN	Мето	Spilt	Arrount	Balance
Bill Pmt -Check	09/18/2007	EFT	TVVWD		NSB Checking	563.79	-50.554.90
Bull	09/20/2007	2007-3220	Owens Geatechnical, Inc.		Engineering Expense	-2,400.00	-52,954.90
Bill Pmt -Check	09/24/2007	1120	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcele 189-11-002-001	NSB Checking	12,420.25	-40,534,65
Bill Pmt -Check	09/24/2007	111 <u>9</u>	Kimley-Horn and Associates Inc.		NSB Checking	2.386.68	-38,147 77
84	09/25/2007		LWWD		Water	-636 72	-38,784,49
84	09/27/2007	2007-3275	Owens Geotechnical, Inc		Engineering Expense	-8.150.00	46,934 49
94	09/29/2007		Nevada Power		Gas & Electric	-1,622.77	-48,557.26
84	2002/06/60	GGP093007	Applied Analysis		Consulting	-9,225.00	-57,782 26
841	09/30/2007	234491	Stater Hanifan Group		Engineering Expense	-1,667.50	-59,469.76
84	09/30/2007	234538	Stater Hanitan Group		Engineering Expense	-12,742.50	72,212,26
94	09/30/2007	234499	Slater Hamfan Group		Engineering Expense	-840.00	-73,052.26
Bill	09/30/2007	234498	Stater Hanifan Group		Engineering Expense	.7.732.50	-90,784.76
94E	09/30/2007	3163084	Kimley-Horn and Associates Inc		Engineering Expense	-900.26	-91,685.02
Bill Pmt -Check	10/05/2007	1122	Owens Geotechnical, Inc.		NSB Checking	2,400.00	-79,285.02
B讲 Pmt -Check	10/05/2007	1123	Stater Handan Group		NSB Checking	B.707 50	-70,577 52
Bill Pmt -Check	10/05/2007	1124	State of Nevada AR Payments		NSB Checking	100.00	-70,477 52
Bill Pmt -Check	10/05/2007	1125	WRG Design Inc.		NSB Checking	1.350.00	-69,127,52
94	10/08/2007	C29747	Mercury LDO		Printing & Reproduction	-116.37	-69,243 89
Bill Prnt -Check	10/10/2007	1126	Mercury LDO		NSB Checking	116.37	-69,127,52
Bill	10/10/2007	921043	Pro-Flame Gas		Gas & Electric	-64.65	489,192,17
Bill Pmt -Check	10/17/2007	EFT	Nevada Power		NSB Checking	1,622.77	-67,569.40
Bill Pmt -Check	10/18/2007	1128	Applied Analysis		NSB Checking	9,225.00	-58,344,40
Bill Pmt -Check	10/22/2007	EFT	0MMN1		NSB Checking	636.72	-57,707 68
Bill Pmt -Check	10/25/2007	1132	Boulder Disposal Inc		NSB Checking	749.97	-56,957.71
Bill Pint -Check	10/25/2007	1133	Pro-Flarme Gas		NSB Checking	64.65	-56,893.06
HAG	10/25/2007		LVVVD		Water	-1,868.39	-58,761 45
Bai	10/30/2007		Nevada Power		Gas & Electric	-1,420.50	-60,181.95
B# Pmt -Check	10/31/2007	1134	Kimiey-Horn and Associates Inc		NSB Checking	900.26	-59,281 69
Bill Prnt -Check	10/31/2007	1135	Slater Manifan Group		NSB Checking	23,002.50	-36,279 19
188	10/31/2007		Boulder Disposel Inc		Waste Management	-455,58	-36,777.917
Buil	10/31/2007		Boyd Consulting, LLC	Client Meetings Oct 4, 9, 10, 19	Consulting	-500.00	71.272,75-
94	10/31/2007	234670	Slater Hanifan Group		Engineering Expense	-1,552,50	-38,831 67
B el	10/31/2007	GGP103107	Appled Analysis		Consulting	-5,650.00	44,481,67
Bult	10/31/2007	3204865	Kimley-Horn and Associates Inc		Engineering Expense	-921 38	-45,403.05
Bill Pml -Check	11/09/2007	1140	Boulder Disposal Inc.		NSB Checking	499.98	-44,903.07
Bill Prnt -Check	11/16/2007	EFT	Nevada Power		NSB Checking	1,420.50	-43,482.57
Bitt Pmt -Check	11/16/2007	1142	Boyd Consulting, LLC	Clent Meetings Oct 4, 9, 10, 19	NSB Checking	500.00	42,982.57
		EP1				65.000,1	
18	11/27/2007		TVWD		Water	66.664	33,457,57
	11/30/2007		Boulder Disposal Inc		Waste Management	-249.99	33,707,56
16	11/30/2007	3243812	Kimley-Horn and Associates Inc	Origoing NDOT Coordination	Engineering Expense	-283.50	33,991 06
Bill Pmt -Check	12/10/2007	1146	Applied Analysis		NSB Checking	5,650.00	-28,341.06
Bill Pmt -Check	12/10/2007	1144	Boulder Disposal Inc		NSB Checking	249.99	-28,091.07
Bill PmI -Check	12/10/2007	1145	Kimley-Horn and Associates Inc.		NSB Checking	921.38	-27.169.69
88 Pmt-Check	12/10/2007	1147	Slater Hanifan Group		NSB Checking	1,552,50	-25,617,19
Bill	12/12/2007	2007-4125	Owens Geotechnical, Inc.	Føult Exploraton/Evoluation	Engineering Expense	19.110.00	44.727.19
Bel	12/15/2007		Nevada Power		Gas & Electric	-1,243.33	-45,970 52
88	12/17/2007	2007-4185	Owens Geotechnical, Inc	Silverine Road w/o US95	Engineering Expense	-24,500.00	-70,470.52
Bill	12/11/2007	07000850175	State of Nevada AR Payments	Business License for Eldorado Hills, LLC for Period Endir Business Licenses & Fees	Business Licenses & Fees	-100.00	-70,570.52
B# Pmt-Check	12/24/2007	EFT	LVVWD		NSB Checking	493.39	-70,077.13

Accrual Basis

Type	Date	Num	Name	Memo	Spilt	Amount	Balance
Bill Pmt -Check	12/26/2007	1153	Owens Geotechnical, Inc		NSB Checking	43,610.00	-26,467,13
Bill Pmt -Check	12/26/2007	1154	State of Nevada AR Payments	Business License for Eldorado Mills, LLC for Period Endir	NSB Checking	100.00	26, 367, 13
BAI	12/27/2007		CMWD1		Water	-462 (3)	-26,829 22
BAI	12/29/2007		Nevada Power		Gas & Electric	-1.413 00	-28,242 22
841 8	12/31/2007		Boulder Disposal Inc.		Waste Management	-249.99	28,492.21
Bill Pmt -Check	01/07/2008	EFT	Nevada Power	Contract Constant for Business Constant Con-	NSB Checking	1,243.33	-27,248 88 36 376 36
			Make George History History		Marketion Evolution	7 998 40	AN 372 AB
And had	DIMUSICA	1156	Clark County Treasured	11107-03006 Provedy Tax - Parents 189-11-002-001	NSB Checking	12.420.05	-30.952 83
Bill Pmt -Chack	8002/11/10	2	Mabo International	Whe Transfer	NSB Checking	7,996,50	22,956,33
IFE	D1/14/2008	103123-A	RUSHOURGRAFFIC		Marketing Expanse	-1,300.00	-24,256.33
Bill Pmt -Check	01/15/2008	7211	RUSHOURGRAFFIC		NSB Checking	1,300.00	-22,966.33
Bilt Pmt -Check	01/17/2008	EFT	LWWD		NSB Checking	462.09	-22,494,24
Bill Pret-Check	01/25/2008	1158	Boulder Disposal Inc		NSB Checking	249.99	-22,244,25
Bill Pmt -Check	01/25/2008	1159	Kimley-Horn and Associates Inc.	Ongoing NDOT Coordination	NSB Checking	283 50	-21,960,75
Bill Pmt -Check	01/25/2008	1160	Overns Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	NSB Checking	8,127,50	-13,833.25
176	8002/62/10		LVVWD		Water	-1,018 99	-14,852.24
B40	01/30/2008		Nevada Power		Gas & Electric	-1,567.18	-16,419.42
Bill	01/31/2008		Boulder Disposal Inc.		Waste Management	-262.49	16,681,91
Bill	01/31/2008	3322376	Kimley-Horn and Associates Inc		Engineering Expense	-3,315,36	19,997 29
BIL	02/01/2008		Kent Anderson		Cleaning & Janitonal	-13,437,50	-33, 434, 79
Bit	02/11/2008	2008024854	DOV/BLM		Rent	-150.05	-33,584,64
Bill Pmt -Check	02/19/2008	EFT	GWWD		NSB Checking	1,018.99	-32,565,85
Bill Pmt -Check	02/21/2008	1163	W18/IOC		NSB Checking	150.05	-32,415.80
Buil	02/21/2008	3353406	Kimley-Morn and Associates Inc		Engineering Expense	-267.76	-32,683 55
Bill Pmt -Check	02/23/2008	1165	Boulder Disposal Inc.		NSB Checking	262.49	-32,421,06
Bill Pmt -Check	02/23/2008	1166	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	143	Nevada Power		NSB Checking	2,980 18	-17,020,63
99W	02/28/2008		LVVWD		Water	-262.37	17,283.00
86	02/29/2008	E2008-65	OGi Environmental, LLC		Engineering Expense	00.089-	-18,133.00
Bill Part -Check	02/29/2008	1168	Kimley-Horn and Associates Inc		NSB Checking	3,583 13	-14,549.87
Bill Pmt -Check	02/29/2008	1169	OG! Environmental, LLC		NSB Checking	850.00	13,699.87
HH H	02/29/2009		Boyd Consulting, LLC	Meeting wiff 3 and BLM	Consulting	-1.125.00	-14,824,87
Bill	02/29/2008	280036	Slater Hanifan Group		Engineering Expense	-550.00	15,374,87
Ball	8002/62/20	BE:DOBZ	Slater Hanilan Group		Engineering Expense	00'699'6	18'9LJ'6Z-
Bit Pmt -Check	03/03/2008	1172	Kent Anderson		NSB Checking	13,437 50	11,276.37
	0.014/2008	5989	AMTI		Engineering Expense	9.100.00	-20.638.86
But Pmt -Check	8002/21/60	EFT	TVVVD		NSB Checking	262.37	-20,376.49
940	03/15/2006	3394574	Kimley-Hom and Associates Inc.		Engineering Expense	59 685-	-20,766.14
Bill	03/28/2008		dwwv.1		Water	-226 44	20,992.58
84	03/29/2008		Nevada Power		Gas & Electric	-1.389.64	22,382,22
Bill Pmt -Check	8002/16/60	5/11	Boulder Disposal Inc		NSB Checking	262.49	22,119 73
Bill Pmt -Check	03/31/2008	1176	Boyd Consulting, LLC	Meeting wif'S and BLM	NSB Checking	1,125.00	20,994 73
Bill Pmt -Check	03/31/2008	1174	Kimley-Horn and Associates Inc		NSB Checking	389 65	20, 209, 02
Bill Pmt -Check	03/31/2008	1178	AMTI		NSB Checking	9.100.00	11,505.08
Bái	04/01/2008		Boulder Disposal Inc		Maste Management	-262.49	11,767,57
H.	04/08/2008	40080408501	Mabo International		Marketing Exponse	-7,996 50	19,764.07
Bat	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
88 Pret -Check	04/14/2008	1181	LL Bradford & Company. LLC		NSB Checking	1,550.00	-19,501.58

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Accrual Basis					Eldorado Hills, LLC General Ledger			
	Type	Date	Mum	Name	Memo	Split	Amount	Balance
	Bill Pmt -Check	09/17/2008	EFT	Nevada Power		NSB Checking	1,519.02	43,585,52
	Bill Pmt -Check	09/17/2008	1201	ate of Nevada Business License Renei License# 010-1006607358	nei Licensie# 010-1006607358	NSB Checking	100 00	-43,485.52
	84	09/18/2008	420	Reetz Consulting Inc.		Engineering Expense	-600.003	-44,085 52
	Bill Pmt -Check	09/18/2008	1202	Retz Consulting Inc.		NSB Checking	600.003	-43,485 52
	Bill Pmt -Check	09/15/2008	EFT	LWWD		NSB Checking	806.91	-42,678,61
	84	09/23/2008		LVVMD		Water	-289.40	-42,968.01
	10 10 10 10 10 10 10 10 10 10 10 10 10 1	09/27/2008		Nevada Power		Gas & Electric	1.241.36	-44,209.37
	Bill Pmt -Check	10/01/2008	1203	Clark County Treasurer	7// /08-6/30/09 Property Tax - Parcel# 189-11-002-001	NSB Checking	13,413.87	-30,795.50
	Bill Pmt -Check	10/16/2008	EFT	Nevada Power		NSB Checking	1.241 36	-29,554,14
	Bit Pmt -Check	10/20/2008	EFT	GWWV)		NSB Checking	289.40	-29,264,74
Total Accounts Payable	Bill Pmt -Check	10/27/2008	1205	Kant Anderson		NSB Checking	2,437.00	-26.827.74
Co Cistad Vote Bevehla (* 224)								0.0
	Deposit	05/02/2008		Go Global, Inc.	i, can 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 5/2/08 ioan @ 22% through 10/17/04	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	-65,000.00
	General Journal	10/27/2008		Desert Lakes Holdings LLC	GG to carry remainder of loan balance directly with DLSDue (to) from Desort Lakes Hidg	e (to) from Desert Lakes Hidg	22,657,75	-32,342 25
Total Go Global Note Payable @ 22%	General Journal	10/27/2008	LLB-BB-07-9	Go Global, Inc.	Accumulated Interest through 10/27/08	interest Expense	-33,095.67	33,095,67
Alliance Morbaae Note								0,00
	General Journal	900679100	13		Pao Metal Pronerty Closend	Boulder Property	-16.500.000.00	16 500 000 00
			2			Cinema Cashe	C0 020 000 2.1	CE 075 003
	General Intered	1002102100			AND FINALSON OF HEATON Interest from 5/4 877-5/25/07 and with AND Bafmance	Modulug Costs	148 048 24	29 C 17 USP
	Comparison income	too too too			Deferred Dates Bracket Deferre and ut MB Deferre	agengano,	00.00	73 010 21
	General Journal	1002162160			Universitian Points Function statistice pair without Centrative Inferention 412 SK from 414-505 pairt with Refinance	Loan interest	-6 256 32	31 656 25
	General - Internal	02/24/2007			Interest an 412 5K from 9/14/06-4/14/07 paud w/ANB Ref	Loan interest	-31 281 25	375.00
	General Journal	05/29/2007			Administrative & Demand Fiee paid w/ANB Refinance	Closing Casts	-375.00	00:0
Total Alitance Mongage Note							000	00.0
ANB Financial Loan								6.60
	General Journal	05/29/2007			ANB Financial Refinance	Closing Costs	21,000,000 00	-21,000,000,12-
	Transfer	05/10/2008			FDIC pass with hold (to credit to loan later)	Pulaski Bank MMA	508,003.60	-20,491,996.40
Total ANB Financial Loan							20.491.996.40	-20.491,996.40
Payrofi Llabilitites								0.0
Total Payroll Liabilities								000
Capital Accounts								0.0
Antonio Nevada, LLC								0,00
Capital								0.00
	Deposit	09/12/2006		D&D Properties, LLC	Instal Investment	NSB Checking	-2,500,000.00	-2,500,000 00
Ťotal Capital	Deposit	10/24/2006		Go Global, Inc	Yomu, LLC contribution for Antonio Nevada. LLC	NSB Checking	-500,000,000	-3,000,000,00
Contributions								00'0
Tatal Contributions								000

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Eldorado Hills, LLC General Ledoer

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	Balance	0.0 0.2,230,000.00 0.3,000,000.00 3,000,000.00	0.0 00.0	00'0 00'0	0.00	90°.0 90°.0	00.00 50.000.00 00 00 -50.000.00	80.0 20.0	00.0 00.0	90°0 00'0	00 000 00-00	90'0 90'0 00'000	i	00 -252,825,00		.00270,675.00 00271 755.00			.00 - 285,859,50 no - 705 859,50	1	50 -310,859.50	00.0 00.000.08: 00
	Amount	2,230,000,00 770,000,00			o		-50,000 00 50,000 00				80.040,08-	-200.00	-125.00	-250,000,000	-14,000.00	-3,850.00	-6,262.50	-7,320,00	-522.00	15,000.00	-310,859 50	-50,000 0D
	Spält	NSB Checking NSB Checking					NSB Checking					H Business Licenses & Fees	Buainess Licenses & Faes	 Ueposits for Closing Engineering Expense 		e Engineering Exponse e Lecal Fons		Engineering Expense	Legal Fees	NSB Checking		NSB Checking
Eidorado Hills, LLC General Ledger	Memo						Capital Contrbution					GG suid SOS-Antales of Oral fee to establish Editization H. Business Liternans & Fees	GG paid SOS-initial List of Members Fäing Fee	he Regich Family 2004 interocable Fru EMU for purchase from Pan Metal Corporation (Paid wir OGi Environmental, LLC inv# E2008-78 paid by GG-Anal Check# 1099	ALTA Survey	Inv# E2005-110 paid by GG-NSB Check# 1067 for Phase Inv# 100089 PSA for Fiderade Hills and by GG-NSB Che	Inv# 285965 paid by GG-NSB Check# 1108	Inv# 0029452 paid by GG-NSB Check#1106	invit 100088 paid by GG-NSB Check# 1107	CC to cover expenses		inital investment
	Name	Amtania Nevada, LLC Antanio Nevada, LLC					Eddylane investmente. LLC					Secretary of State	Secretary of State	he Rogich Fämily 2004 irrevocable 1 OGi Envrommental, LLC	WRG Design Inc.	OGI Environmental, LLC Shreek Annone	Lionei Sawyer & Collins	WRG Design Inc.	Shreck Brignone	Ge Global, Inc.		Jareed Smith
	Mun											-	N	n m	4	6 7	æ	œ	õ			
	Date	09/20/2007					01/26/2007					09/15/2005	10/25/2005	03/17/2006 04/18/2006	06/09/2006	06/01/2006	06/28/2006	06/28/2006	06/28/2006	08/18/2006		08/30/2006
	Type	Chack Check					Deposit					General Journal	General Journal	General Journal General Journal	General Journal	General Journal General Journal	General Journal	General Journal	General Journal	Deposet		Depaset
Accrual Basis		Distributions Total Darbutions	Net Profit ar (Loss) Total Nat Profit ar (Loss)	Antonio Nevada, LLC - Other Total Antonio Nevada, LLC - Other	Total Anionic Nevada, LLC	Eddyline investments, LLC Capital Total Capital	Contributions Tatal Contributions	Distributions Total Distributions	Net Profit or (Loss) Tatal Net Profit or (Losa)	Eddyllne Investments, LLC - Other Total Eddylne invesments, LLC - Other	Total Eddyline investments, LLC	Go Glebal, Inc. Capital									Total Capital	Contributions

Accrual Basis

	Type	Oate	Num	Name	Memo	Split	Amount	Balance
	Deposit	09/06/2006		Go Global, Inc.	CC to cover expenses	NSB Checking	00'000'02-	-80,000,08-
	Deposit	09/11/2006		Craig Dunlap	inibal investment	NSB Checking	-50,000.00	-130,000 00
	Deposit	09/13/2006		Enc Rietz	initial investment	NSB Checking	-20,000.00	-150,000 00
	Deposit	09/13/2006		Go Global, Inc.	Advance from GG NSB LOC for closing	NSB Checking	-850,000.00	00'000'000'1-
	Deposet	12/21/2006		Go Global, Inc.	CC Cover Alliance Inferent Payment	NSB Checking	-20,000.00	-1.020,000 00
	Deposit	01/16/2007		Go Global, Inc	CC. Payback RG loan		50,000,05	-1,070,000,00
	Deposit	01/31/2007		Go Global, Inc.	Capital Contribution to cover RG & PSP Loan Pymts		-120,000.00	-1,190,000.00
	Deposit	03/06/2007		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 Altance interest Pyrmt	NSB Checking	-90°000'06-	-1,285,000.00
	Deposit	04/30/2007		Go Global, Inc	CC: To cover interest expanse	NSB Checking	-240.000.00	-1,525.000.00
	Deposit	05/15/2007		Go Global, Inc.	CC Cover Robert Ray Payback	NSB Checking	-286,000.00	-1,810,000 00
	Deposit	05/15/2007		Go Glabal, Inc	CC: Cover PSP Payment	NS8 Checking	-10,000,00	-1,820,000,00
	Deposit	05/24/2007		Go Global, Inc	CC Cover PSP Pymt	NSB Checking	-5,000.00	-1,825,000.00
	Deposit	09/19/2007		Go Global, Inc.	CC to cover Antonio Nevada Payment	NSB Checking	-2,230,000.00	-4.055.000.00
	Deposit	11/16/2007		Go Global, Inc.	Loan to cover Nov ANB interest Pyrnt	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	CC: 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 Globaí, Inc.	Loan to cover ANB Interest Pymt	N\$8 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	03/28/2008		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 Pymt	NSB Checking	-54,000 00	-4.866,000 00
	Deposit	06/27/2008		Go Global, Inc	CC for ANS interest Payment	NSB Checking	-34,000,00	-4,900,000.00
	Deposit	07/09/2006		Go Global, Inc	Deposit	NSB Checking	-73,870.00	-4,973,670.00
Total Contributions							-4,973,870.00	4,973,870.00
Circle Instance								
	and the second se	2000/ ¥210 V	5 av 8 1 1		Basines	and a second second	10 001 010	10 001 613
	Ceneral Journal	10002115121	1000		Nociass	NIGE Charlense	46.044 Oto	40.004 CHO
	CINECK	1002/41300	0001					HO CON CHD
	Transler	00/18/2007			Split \$2 23M Contribution between CC & Loan	Due (In) from Go Global	470,000,00	1,313,499,54
	Transfer	09/15/2007			Payoff Go Global Loan	Go Global Loan @ 6.25%	400,000,004	1,713,499.94
	General Journal	12/31/2007	LL8-BB-07-2		Reclass per Carlos	Consulting	**	3,133,499,94
	General Journal	10/27/2008		Jared Smith	Apply Jared's CC to DLSC Loan	Due (to) from Desert Lakes Hidg	1	3,183,499,94
Total Distributions							3,163,499.94	3,183,499.94
Net Profit or (Loss)								0.00
Total Not Profit or (Loss)								0.00
Go Giobat, Inc Other								0.00
Total Go Global, Inc Other								000
Total Go Global, Inc.							-2,101,229 56	-2.101.229.56
Ray Family Trust								0.0
Capital								00'0
	Deposit	05/15/2007		Ray Family Trust	Deposet	Due (to) from Robert Ray	250.000.00	-250.000.00
Total Capital	Deposi	/nnz/susn		Kay ramay Inus	Intedact	the (to) nom kopen kay	-283,561 60	-283,561 60
Çontributions								00'0

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Accrusi Basis					Eldorado Hills, LLC General Ledger			
Total Contributions	Type	Date	Mun	Лате	Nemo	Spilt	Amount	Balance 0.00
Distributions Total Dustributions								00°0
Net Profit or (Loss) Total Net Profit or (Loss)								0.0 00.0
Ray Family Trust - Other Total Ray Family Trust - Other								90°0
Total Ray Family Trust							-283,561 60	283,561,50
The Rogich Family 2004 ir Trust Capitai			:	Marriedo, Teles		Demonstra for Chennes	on one co	00'0 00'0
Total Capital		000211150	ž	199114 BDBAA041			00 000 09Z	-250,000.00
Centributions								0.0
	Deposit	02/07/2007		The Rogich Family 2004 Inevocable	r to rogicir rathing 2004 interocable ris CC to cover Alisance interest Payments. The Rogich Family 2004 interocable Tru CC to cover Alisance interest Payments.	NSB Checking	-178,750.00	-778,750,00
	Cepost	03/05/2007		The Rogich Family 2004 Irrevocable	The Rogich Family 2004 irrevocable TruCC to cover Alliance Interest Payments	NSB Checking	-178,750.00	00'005'256
	Deposet	04/06/2007		The Rogich Family 2004 Irrevocable	The Rogich Family 2004 irrevocable Tru.CC to cover 1/2 of Alliance Interest Pyrit	NSB Checking	00'546'68-	-1,046,875,00
	Deposit	05/23/2007		The Rogich Family 2004 irrevocable	The Rogich Family 2004 irrevocable Tru CC to cover Alliance Interest Payment	NSB Ctecking	-178,750.00	1,225.625.00
	Cepasit	06/29/2008		The Rogich Family 2004 instruction ThuCC Curvel Minute Adda	a truck curver minute reards regristing 9 TruCC for ANB Interest Pyrnt	NSB Checking	-54,000.00	2,057,625.00
	Deposet	06/27/2008		The Rogich Family 2004 Irrevocable	The Rogich Family 2004 irrevocable Tru CC to cover ANB interest Payment	NSB Checking	-34,000.00	2,091,625.00
Total Contributions							2,091,625,00	-2,095,625.00
Distributions	1110	10000111200	0201		. To an and a first state of the second		00,000,000	9070 OCC
Total Distributions	Check		5/0L	ne Kogion Farrey Zuva Frevocade 114 Capital Liisnoudon	e 110 Capital Listinguadh	function seen	200,000.00	200,000,00
Net Profit or (Loss) Total Net Profit or (Loss)								00'0 00'0
The Rodich Family 2004 ir Trust - Other	2							0,0
Total The Rogich Family 2004 Ir Trust - Other	Other							0:00
Total The Regich Family 2004 in Trust							-2,141,825.00	-2,141,625.00
Capital Accounts - Other								0.00
Total Capital Accounts - Other								0.0
Total Capital Accounts							4,576,416 16	-4,576,416,16
Opening Bal Equity Total Opening Bai Equity								0.00 0.00
Retained Earnings	Closing Entry	12/31/2005					325 00	00'9 325.00

	Balance 0 00 41,618.31 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86 3,334,305,86	3,394,305.86 0,00	8.8 00 00 00 00 00 00 00 00 00	0.00 0.00 0.00 0.00	00.0 00.0 00.0	00°0 00°0 00°0 00°0 00°0	00 00 00 00 00 00 00 00 00	90°0 60°0 60°0 60°0 60°0 60°0
	e , 6	e, F						
	Amount .325.00 41.618.31 2.276.059 86 1.076.627.69	3, 394, 305, 86						
	Spilt Bunners License & Fees							
Eldorado Hills, LLC General Ledger	Memo							
	Mamo							
	Num Litteden							
	Date 01/01/2006 12/21/2005 12/21/2005 12/21/2005 12/21/2010 12/31/2010 12/31/2010 12/31/2010 12/31/2010							
	Type General Journal Closing Entry Closing Entry Closing Entry Closing Entry Closing Entry Closing Entry Closing Entry							
Accrual Basis		Total Rotaned Earnings Commission Income Total Commission Income	Consulting Fee Income Total Consulting Fee Income Gifts Received Total Gifts Recoverd	Miseelianeous income Total Museisaneous income Rental lecome Totai Rental necome	Rent Talui Rent Apprulial Fere Talui Appraial Fere	Automobile Expense Gas Toral Gas Automobile Expense - Office Toral Automobile Expense - Office	Total Automobile Expense Bank Service Charge Total Bank Service Charge	Burkiness Litemess & Fees Total Bunimus: Licenons & Fees Charitable Donations Total Charitable Donations Closing Costs Closing Costs

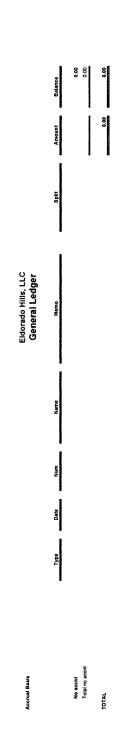
Page 24 of 28 280 PLTF570

	Spit Amount Balance 000	90,0 00,0	98.6 000	01.0 000	6.0	90°0 00°0	80,8 200	00 0	0,00 0,00	0,00 0,00	8.48 0.00	08.8 02.0	80 0	6 0.0	40° N 60° O	0.0 0	8.00
Eldorado Hills, LLC General Ledger	Type Date Num Name Mano																
Accruai Basts	Total Closing Costs	Dues & Subscriptions Total Dues & Subscriptions	Englneering Expense Total Engreering Expense	Equipment Rental Total Equipment Rental	Gifts to Cilents Total Gifts to Clents	Inaurance Llability Total Labily	Insurance - Other Total Insurance - Other	Total Insurance	Interest Expense Finance Charge Total Finance Charge	Loan înterest Total Laan Interest	Mortgage Total Mortgage	Interest Expense - Other Yotal Interest Expense - Other	Tota! Interest Expense	Loan Fees Total Loan Fees	Maintenance Cleening & Jankonal Total Cleaning & Jankonal	Repairs Total Repairs	Mainterance - Other Tetal Maintenance - Other

ilis, LLC Ledger	9 Balit Amount Balance	80	880 300	900 000	80°0	900 900 900	00°0	90°0	800	80	0.00 0.00	90.0 200	900 000	900 000			. 800 60
Eldorado Hills, LLC General Ledger	Type Date Num Name Memo																
Aconual Basis		Total Maintenance	Markeding Expense Total Marketing Expense	Mileage Expense Tai Milaage Expense	Miscellareous Espense Total Niscellareous Espense	Office Expense Office Supplies Total Office Supplies	Postage & Delivery Tolsi Postage & Delivery	Printing & Reproduction Total Printing & Reproduction	Office Expense - Other Tatal Office Expense - Other	Total Office Expense	Payroll Expenses Total Payroll Expenses	Professional Fees Accounting Total Accounting	Consulting Total Consulting	L tg ai Fees Toixi Legai Fees	Professional Fees - Other Tetai Professional Fees - Other Tetai Professional Fees	Taxes Fdderal 	Personal Property Total Personal Property

	Balance	00'0 00'0	0.0 0.0	000	00'0	00.0 00.0	000 800	00.0 00.0	90 0	80°0 100	00°0	00'0 00'0	00.0 0000	00°0 00°0	00.0	09.9 00.0	000	90°0 60°0	
	Amount																		
	Split																		
Eldorado Hills, LLC General Ledger	Memo																		
	Neme																		
	MUN																		
	Date																		
	Type																		
Accrual Basis		Property Total Property	Taxes - Other Total Taxes - Other	Total Taxes	Tools & Misc. Equipment Tatai Tools & Misc. Equipment	Travel & Entertainment Lodging Travel Journee	roar cougreg Meals & Entertainment Totai Meals & Entertainment	Tanel Travel	Tavel & Entertainment - Other	Total Travel & Entertainment - Othor Total Travel & Entertainment	Uncategorizat Expanse Total Uncategonzed Expanse	Utilities Gas & Electric Total Gas & Electric	Telephone & Fax Total Telephone & Fax	Waste Management Total Waste Management	Water Total Water	Ubilibes - Other Total Utilites - Other	Total Utilities	Interest Income Tacal Interest Income	

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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

4 STATE OF NEVADA))ss. 5 COUNTY OF WASHOE)

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SIMONS HALL JOHNSTON PC

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

Reno, NV 89509 Phone: (775) 785-0088 I, Mark Simons, being duly sworn, depose and state under penalty of perjury thefollowing:

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.

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.

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.

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

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

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8.

Page 1 of 2

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

9. I incurred 3.8 hours reviewing, researching, analyzing the factual 1 2 contentions, assembling the appropriate exhibits, drafting, editing and filing the present 3 opposition. My standard hourly rate is \$450.00 per hour. FURTHER AFFIANT SAYETH NAUGHT. 4 Dated this 20^{H} day of March, 2019. 5 6 MARK Q. SIMONS 7 STATE OF NEVADA 8)ss. COUNTY OF WASHOE) 9 Subscribed and sworn to before me on this _____ day of March, 2019 by 10 Mark G. Simons at Reno, Nevada. 11 asur 12 NOTARY P UBLIC 13 14 JODI L. ALHASAN Notary Public - State of Nevada 15 Appointment Recorded in Washoe County No: 14-13483-2 - Expires January 3, 2022 16 17 18 19 20 21 22 23 24 25 26 27 28 Page 2 of 2

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

EXHIBIT 3

EXHIBIT 3



Accrual Sasis					Eldorado Hills, LLC General Ledger			
	Type	Date	MuM	Name	Метно	22	Armount	Butace
Undeposited Funda-Holding								0.60
	Deposit	8002/02/00	1021	Desart Lake Country Club	10% of Gross for June-08 Rant 40% of Cross for June-08 Rant	Restal Income	5,020.00	5,020,00
Total Undeposited Funds-Maiding							00 0 00 0 00 0	000
Pulasti Banà MMA								90.0
	Transfer	00/00/5008			if DIC took over ANB Fundricial on 5/9/08	ANB Money Market	607,510,75	607,510,78
	Transfer	05/10/2008			FDIC pase with hold (to credit to learn later)	ANG Financial Loan	508,003.60	81, 109, 68
	Depower	05/31/2008		Purlaski Bank	Depart	Interest Income	06,023	100,151,08
	Deposit	06/16/2008		Pulaeki Bank	FDIC Insured \$ + interest from ANB Closure	NSB Checking	100.121.001	000
	Change of the second	anon-manan namenona			interest.	Interest Income	12.73	112.73
	Check	00/29/2008				Bank Sector Charge	8 8 8	67.16 67.16
	Check	10/2020			Service Cherok	Bank Satura Change	00.01.	61.70 67.72
	Creat	11/25/2008			Service Change	Benk Service Charge	9 9 9	20
Total Puestu Sant, MidA							12.23	52.73
ANB Money Market								50.0
	General Journal	002/62/90			ANB Financial Refinance	Clowing Costs	750,000.00	790.000.001
	Deposit	05/11/2007			interest.	Interest Income	612.43	750,612,45
	Deposit	08/30/2007			frites east	Interest Income	2,574,84	753,187,27
	Deposit	02/131/2002			intersect	Interest Income	2,940,24	758,127.51
	Crepour	CONTRACTORY (CONTRACT)			(rth)react	Interest Incorre	3,480.30	759,607,81
	Cepcat	10/21/2007			inductor. Inductors		10.217.5	765 000 37
	Deposit	100205/11			li ritorent	Interest Income	30,000 81	785 043 14
	Deposit	12/21/2007			irthorest	interset lincume	3,205,69	772,258,83
	Check	01/25/2008		ANB Financial	Jan-OS Interest Pyrnt	Mortgage	92.759.671	538,361,57
	Deposit	01/31/2008			Induraet	interest income	3,031,99	601,393,56
	Ceposit	02/29/2008			interest	interest incom	2.345.09	603,739,65
	anode0	03/31/2008				interest income	2,031 18	605,769 83
	Transfer	05/09/2008			martes: FDIC truck must ANB Simmond on ADMB	Interest income	\$0,045,7.8	807,510,78
Total ANB Money Merket							000	000
NSB Checking								0.00
	Ceposit	08/10/2006		Go Glebal, Inc.	CC to open new NSB checking account	Culpitar	00'000'01	10,000,00
	Bill Pmt -Check	900/2/1/1/900	1003	OGI Eristonmental, ULC		Accounts Payable	10,950,00	920.056-
		08/17/2006	1001	Secretary of State	Amual Manuger/Member Filing	Accounts Perable	80 523-	1.075.00
	District Conce		7001	overter Hannan Group		Accounts Payable	4,485.00	5,570.00
	Deposit	08/30/2006		Using Smith	uu aaver axpenses lamat investment	Contractors Contractors	00,000,21	9.430.00 60.430.00
	Cepoer	09/09/2008		Go Global, Inc.	CC to upver accepted	Contributions		
	Bull Pert -Chack	9002/90/50	1004	Mercury LDO		Accounts Payable	28.22	89.407.05
	Bis Pres -Check	D9/D8/2008	1008	Rist: Cansulting Inc.		Accounts Payable	00'528'62	59.532.06
	Bill Print -Chack	9002/90/50	1005	WRG Datagn Inc.		Accounts Payable	4,500.00	55,032,08
	Bill Prist Check	09/05/20/80	1001	Sletter Handan Group		Accounts Paysble	5,272.50	49,759,56
	Ceposit	08/11/2008		Craig Dunkep	In the larve advector in the larve of the larvee of the larve of the l	Contributions	50,000,00	59,759,54
						Capital	2,500,000,00	2,558 759,58
		2000/000		Galess Bau		0 - 1 0 - 1 0 - 0		

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	Dete	Mum	Name	Memo	Split	Amount	Salance
Check	001212000		Nevada State Bank	Wite Fae	Bank Servoe Charge	-10.00	3,659,749.58
Check	09/12/2006		Nevoda State thank	Wirk Fee	Bank Service Charge	10.00	3,636,739,58
Deposit	03/13/2006		Eric Riotz	Entital investment	Contrutions	20,000.00	3,719,739.59
Deposet	900Z/C1/60		Go Global, Inc.	Temp Loan via Pecan Sheet Flars	Due (ta) from PSP	600,000,009	4,319,739.58
Depose	09/13/2008		Go Global, Inc.	Advance from GG NSS LOC for closing	Constitutions	850,000.00	5,169,739 58
Deposed	09/14/2/008		Pecan Street Plaxa, LLC	Temp Loan	Due (ta) from PSP	40.000 DA	5,209,738.58
Check	09/14/2006		Neveda Trie	Closing Funds	Deposits for Clowing	-30,000,05-	5,178,739,58
Check	00271-1450		Nevada Titla	Closing Funds	Deposits for Claung	5,150,000,00	85'552'62
Deposit	03/14/2006		Nevada State Bank	Reverse Mire Fax	Bank Sarvice Charge	8.8	23,764,58
Check	B014/2008		Nevada State gank	With Fee	Bank Service Charge	8. R	85 664'8Z
Capout	08/25/2006		Nevada 78%	Buyer Retund	Bouldar Property	10,370,10	89.525,04
Big Part -Chack	00/28/2006	1005	Stater Hanitan Group		Accounts Payable	6,800,00	33,309,68
Chack	10/09/2006	1009	Secretary of State	Certificate of Good Standing	Business Licenses & Fees	88	33,259.63
Deposit	10/24/2008		Co Global, Inc.	Yomi, LLC contribution for Antonio Neveda, LLC	Cupital	200,000 00	533,256 69
Chack	10/24/2005	1010	Allance Mongage	Interest Payment on Altisnoe Martgage Note	interest Expense	178,750.00	354,509.68
Check	11/01/2006	1011	Bureau of Land Management	Transfer of Right of WWS Grach	Engineering Expense	-100.00	35-1400-1450
Check	11/15/2008	1012	Orgis Singer	Potey # 2006 GL	Lability	-2,948.61	351,462,87
Buil Print -Chack	11/30/2009	1013	Atlance Mongage		Accounts Payabla	178,750,00	172,712.87
B续 Pint -Chack	12/06/2006	1014	Mercury LDO		Accounts Payeble	6.30	172707.48
Bit Pmt-Check	12/05/2008	1018	Redneck Enterprises, LLC		Accounts Payable	SC5.00	172,182.48
Bif Pmt -Check	12/05/2008	1015	Sletter Handlan Group		Accounts Payable	-9,605.00	165,577,48
Deposit	12/21/2006		Ge Gibbel, Inc.	CC. Cover Allience Interest Payment	Contributions	20,000,00	195,577,48
Check	12/21/2006	1017	Aliance Mortgage	interest Payment on Albance Mongage Note	interest Expense	-178.750.00	6, 927, 48
Ceposit	12/28/2006		Realized Gaine, LLC	Temp Loan from Realized Game, LLC	Due (to) Nom Resized Game	100.000.00	106.827 48
Check	12/29/2008		Desert Lake Country Club		Gun Club inventory	-100,000,001-	6,827.48
Check	01/03/2007	1018	Juned Smith	RE. 12/27/06 Staff Expenses Report	Cue (to) from Jamed Smith	-233.53	6,593,55
Chack	01/09/2007	1019	County Clark	VOID: Fictious Firm Name Filing	Bueneas Licenses & Fees	0.90	6,593,55
Check	1002/60/10	0201	Wayma Collier	VCID. RE: 1/2 of the costs	Due (ID) from Desert Lakes Hidp	000	6,593.55
Check	01/10/2007	1021	Wayne Coller	RE 12 of the costs	Due (to) from Desert Lakes Hidg	90,781-	6,405 19
Chack	01/12/2007	1024	Detert Lakes Holdings, LLC	Opening Deposit for New Checking	Oue (to) from Desert Lakes Hidg	-2,500.00	3.906.19
Chart	01/12/2007	1022	Eddyline Investments, LLC	Tamp Loan to cover opening of new account	Due (to) from Jared Smith	-100.00	3,806.19
Deposit	01/16/2007		Ge Globel, Inc.	CC: Payback RG Ioan	Cantributions	00'000'09	53,806,19
Check	01/18/2007	1025	Realized Garre, LLC	Parties paytoack for 12/26/06 loan	Due (to) from Realized Gains	60.000.00	3,806.18
Check	01/18/2007	1026	Larad Smith	RE 1/18/07 Staff Expanse Ruport	Oue (to) from Jared Smith	-588.50	3,217 69
Check	01/18/2007	1027	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hidg	2,500.00	717.89
Check	01/18/2007	1026	Servetary of State	Initial List of Managers Filing for Desert Lakes Holdings Due (to) from Desert Lakes Hidg	s.Oue (to) from Desert Laxes Hidg	125.00	592.69
Check	1002/72/10	6201	Secretary of State	Clesent Lates Holdings Amendment to ACC	Due (to) from Desert Lakes Hilds	-175.00	417.63
Check	01/25/2007	1030	Fleacht Ammunition	Arring Order	Due (to) from Desert Lakes Hids	6 , 696 30	-8,278.61
Geposit	01/26/2007		Eddyline Investments, LLC	Capital Contribution	Contributions	50,000.00	41.721.39
Charlet	01/30/2007	1031	Desert Lakes Holdings, LLC	Temp Loan	Oue (to) from Depert Lakes Hidg	20,000,02-	21,721,39
Check	01/30/2007	1032	Desert Lakes Holdings, LLC	Temp Loan	Due (to) from Desert Lakes Hits	00 000'02'	0C HZ1'I
Deposit	01/31/2007		Go Clobal, he	Capital Contribution to cover RG & PSP Loan Pymbs	Constbutions	120,000.00	121,721,39
Check	01/31/2007	1033	Featized Game, LLC	Payback 12/28/06 toan	Due (to) from Realized Gains	50,000.00	96° 122' 12
Check	1002/16/10	1034	Pecan Street Plaza, LLC	Payof 31405 ban & purton of 9/1306 loan	Due (to) from PSP	-65,000.00	6, 171, 39
Sil Pmi-Chack	1005/90/20	1035	Mercury LDO		Accounts Payatie	-5,39	8,716.00
Check	02/05/2007	1036	Able Lock & Aurm	Invit 15117 for Dup Kays	Due (to) from Desert Lakes Hidg	-240.62	6.475.38
Deposit	02/06/2007		Orgal Singer	Refund to Client	Landing	12.63	6,489,09
Chack	02/06/2007	1037	Allance Montgage	interest Payment on Allance Montgage Note	Mongage	~178.750 00	-172,260.91
Deposit	1002/10/20	ł.	Rogen Famiry 2004 Imerocable 1	The Rogich Family 2004 irrevocable Try CC to cover Alliance Interest Payments	Contributions	179,750 00	6.459.09
Deposit	03/05/2007	Ĩ.	Rogich Family 2004 Imevocable 1	he Rogich Family 2004 irrevocable TruCC to cover Aliance Interest Payments	Contributions	178,750.00	185,239.09
Chack	1002/190/20	1038	Aliance Margage	interest Payment on Altance Mongage Note	Montgage	178,750 00	8,489,09

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1778	Dete	Mum	Name	Marrice	\$ ptit	Amount	Balance
Depost	0002/90/00		Go Global. Inc.	CC: Cover Appressed Fee	Contributions	5,000 00	11,489.09
Check	2002/80/80			Service Charge	Bank Service Charge	11 15-	11,457.98
Check	0015/2007	1039	ANG Financial		Appraises Fees	00.005.7 -	3,957.98
Bill Pret-Check	03/19/2007	1040	Mercury LDO		Accounts Payable	-13.58	3,944 40
Bill Print -Check	03/26/2007	1041	Mercury LDG		Accounts Payable	75.65-	3,821 13
Check	037862007	1042	Pecan Street Plays, LLC	Partisi Loan Paynsent	Due (ta) from PSP	1,000.00	2,821,13
Deposit	03/30/2007			Deposit	Undeparted Funds	17,625.00	E1 945'02
Deposit	1002/05/50		Desert Lakes Moldings, LLC	1/2 of personal property tax from PMC via DLH	Personal Property	734.02	21,280.15
Depart	04/06/2007	ŧ	14 Rogich Family 2004 Irrevocable T	The Rogich Family 2004 Interoceble TruCC to cover 1/2 of Alirance Interest Pymt	Cantributions	00 548 69	110,655,15
Check	04/06/2007	1043	Albance Mongage	interest Payment on Alliance Mortgage Note	Mongage	178,750.00	58'960'BS-
Deposit	04/06/2007		Ga Globel, Inc.	CC to cover 1/2 of Aliance interest Pymt	Contributions	30,000,05	21.805.15
CINER	04/08/2007			Service Otherge	Bank Service Charge	1.10	24, 904, 05
Check	04/11/2007	1044	Clark County Assessor		Personal Property	4,616.90	20,207.45
Check	04/24/2007	1045	Go Globel, Mrc	Payoff previous loans	Due (to) from Go Global	403.76	19.753.69
CMACK	04/24/2007	1046	EVVMD		Water	-219.18	19,574 53
Check	04/24/2007	1047	Pro-Flame Gas		Gua & Electric	-4°278 77	17,395.76
But Pirre - Check	04/24/2007	1049	Kinday-North and Associates inc		Accounts Payable	-5,554,50	12,441,28
Bill Pref - Check	04/24/2007	1048	Mercury LDO		Accounts Payable	-105.97	12,335.29
Ches.	04/24/2007	1050	Integrity Engineering	Sharad angmeoning expense invit 73-101-05	Due (to) tran CenaMax Neveda	-2,538,52	9,796,77
Deposit	04/25/2007			Deposit	Undepended Funds	10,500 00	20,266.77
Deposit	1002/05/20		Go Global, Inc.	CC To cover unlarest expense	Cantributions	240,000,00	14,382,092
Check	04/30/2007	1051	Aliance Mongage	interest Payment on Allance Mongage Note	Mortgage	178,500 00	B1 796.77
Bit Prit -Check	2002/06/90	1053	OGI Environmente), LLC		Accounts Payable	-550.00	81,245 77
Sill Pret - Check	04/30/2007	1052	Rietz Consulting Inc.		Accounts Payable	-59,600.00	21,745,77
Chack	021/4/2007	1054	Gurniner Reduction	RE: Staff Expense Report 5/1 4/07	Due (b) from Summer Reliamae	\$2.6¥	21,696,02
Depose	05/15/2007		Ge Global, Inc	CC. Cover Robert Ray Payback	Contributions	285,000.00	306,656.02
Check	05/15/2007	1056	Robert Ray	Payoff SY12XX5 ioan	-SPUIT.	-263,561,60	291134142
Check	05/15/2007	1056	Aliance Mortgage	Remainder of May interest Payment (paid only \$178,500)	00; Mungage	250.00	22,884 42
Depose	06/15/2007		Go Global, Inc.	CC Cover PSP Payment	Contributions	10,000.00	32,884.42
Check	09/15/2007	1057	Pecan Street Flaza, LLC	Parbal Loan Payment	Due (m) them PSP	15,000.00	17,684.42
Bill Pret -Chack	02/15/2002	1058	rwwp		Accounts Payable	-526 62	17,357,80
Buil Pred -Check	00/12/2001	1060	Nevada Power		Accounts Payable	370.64	16,987 16
Bill Print -Chack	0015/2007	1056	Pro-Flame Gaa	VOID	Accounts Payable	000	16,067.16
Bill Prist -Chack	05115/2007		Nevada Power		Accounts Payable	171.63	16,815.53
Build Print - Check	1002/2 1/50		4V Dresson of Environmental Pratection	5		00 0007	10,515 53
Check	10021/ (190	1062	Clark County	Presponding to the provident of the provident of the providence of		200 009-	16,015 53
Sill Prot -Check	1002/12/00	10555	Desert Lesse Shooting Club		Accounts Payable	-283,00	15,732,53
Bill Print -Check	1002112000	100	LL Bradford & Company, LLC		Accounts Payable	1,350.00	14, 382, 65
Cancel			r source binning 2004 insurants To	rotat Dores Family 2004 (neurosofte To: FC to source address address family 2004 (neurosofte To: FC to source)		00:000.0	55 Z9C'6
Rid Dint -Check	06/04/0607	1067	Kimlevidem and Associates br				
Depoint	05/24/2007		Co Global Inc	CC. Cover PSP Pumt	Contribution		100 Ket 20
Check	06/24/2007	1058	Pecun Street Plaza, LLC	Parts/ Loan Peyment	Due (to) from PSP	5.000.00	185 559 85
General Journal	2002/62/50			ANG Financial Refinance	Clowing Costs	2,818,715,18	3.004,275,03
Bill Pred -Chack	06/12/2007	1077	QWW01		Accounts Payable	47.456.8-	2,007740,29
Bill Pret -Chack	08/12/2007	1078	States Handan Group		Accounts Payable	20,020,7	2,940,720 29
Check	0614/2007	1079	ve Rogich Family 2004 irrevocable Tru Capital Distribution	u Capital Distribution	Dretributions	200,000,002	2,730,720 20
Check	06/14/2007	1080	Ge Glebel, Inc	Capital Distribution	Cistributione	200,000.00	2,550,720,29
Check	06/14/2007	1081	Pecun Street Plaza, LLC	Loan Payoff (Deposed accedentally to MTC)	Uncettegenzed Expense	549,000,00	2.041,720 29
Check	08/14/2007	1082	Pecan Street Plaza, LLC	Loan Payof	Due (ta) from PGP	-549-000-00	1,492,720,29
Deposit	1002141/90		Mt. Charleston View, LLC	Payback for Grt4/D7 check 1087 depositionor	Uncategonzed Expense	546,000,00	2,041,720,29

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Acerual Basis

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Check Check	2005/2007 2005/2008 2005/2008 2005/2007 2005/2000000000000000000000000000000000	1083 1084 1086 1088 1088 1088 1088 1089 1089 1083 1083 1083 1083 1083 1083 1083 1083	ANB Financial LVVVVC Go Stabani, Inc Go Stabani, Inc Newada Vatati Inc Go Stabahi, Inc	imarest Pyrnt is Loans 150000170 Refund of credit balance on Eldorado Cartidge Corp Pyr Temp Loan		-173,897.26 269.84	1,508,740,74 1,667,010,58 1 537,010 55
Orapose Chapter Transfer Chapter Orapose Orapose Bill Print Chapter Bill Print Chapter Bill Print Chapter Bill Print Chapter Bill Print Chapter Bill Print Chapter Cha	000205280 000015280 000015280 000015280 000015280 00000159 000000179 000000179 000000179 000000179 000000179 000000179 000000179 00000179 00000179 00000179 00000179 00000179 00000179 00000179 00000179 00000179 0000179 00000179 00000179 00000179 0000179 0000000000	4001 2001 2001 2001 2001 2001 2001 2001	LIVAVIC) Co Global, Inc Ge Global, Inc Nevads Vasie Ge Stothel, Inc	Refund of credit balance on Eldorado Cartridge Corp Pyr Temp Loan		269.84	1,867,010,58 1 527,010 56
Check Transfer Organization Organization Organization Organization Bill Print Check Bill Print Check Bill Print Check Bill Print Check Bill Print Check Oract Oract Check	062/62/80 002/12/20 1002/12/80 1002/12/80 1002/22/90 1002/22/90 1002/22/90 1002/22/90 1002/22/90 1002/22/90 1002/11/10 1002/11/10 1002/11/10 1002/11/10 1002/21/11/0 1002/22/20 1002/22/20	1064 1102 1102 1102 1102 1102 1102 1003 1003	Ge Globel, Inc Ge Globel, Inc Nevads Vaser Ga Stobel, Inc	Temp Loan	Due (to) from Go Globel		1 527.010 56
Transfer Transfer Depart Depart Depart Depart Check Bill Pmt. Check Bill Pmt. Check Bill Pmt. Check Bill Pmt. Check Bill Pmt. Check District Check Check Check Check Check	1000/1520 1000/1520 1000/15180 100020/170 100020/170 100020/170 100020/170 100020/1710 100020/1710 100020/1710 100021/1710 100021/1710 100021/1710	1065 1066 1066 1060 1050 1050 1050 1050	Ga Giobal, inc. Nevada Water Ga Siohal, inc			270,000,00	
Check Check Check Check Check Check Bill Pint Check Bill Pint Check Bill Pint Check Bill Pint Check Ch	700075796 70007677 7000267170 7000267170 7000251170 7000251170 7000251170 7000251170 7000251170 7000271110 70002671110 7000267110 7000267110	1086 11086 11086 11080 11080 11080 1008 1003 1003 1003 1	Ga Giobal, Inc Nevada Vlater Ga Giobal, Inc	Xfer to Morey Market Account	NSB Money Market	1,300,000 00	297,010,58
Orpeas Bill Print Chees Chees Chees Bill Print Chees Bill Print Chees Bill Print Chees Bill Print Chees Bill Print Chees Bill Print Chees Chees Chees Chees	7002/17/00 7002/01/17 7002/01/17 7002/01/17 7002/01/17 7002/01/17 7002/01/17 7002/01/17 7002/01/17 7002/11/17 7002/11/17 7002/11/17 7002/11/17 7002/11/17 7002/11/17	1008 11080 11080 11080 1108 1108 1108 1	Nevada Vaster Ga Stothal, Inc	Temp Loan	Due (10) from Ge Giobal	200,000,002-	97,010.58
Depart Bill Pmt-Check Check Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check Bill Pmt-Check Check Check Check Check Check Check	70052070 700520170 700522170 700522170 700522170 700522170 700522170 700522170 700522170 700522170 700527170 700527170 700522710 700525270 700525270	3601 7801 7000 1000 1000 1000 1000 1000 10	Ga Stothal, Inc.	Deposit	Undeposited Funds	22,500 00	119,510 58
Bit Part Check Check Check Bit Part Check Bit Part Check Bit Part Check Check Check Check Check	000201/10 70002E/1/0 70002E/1/0 70002E/1/0 70002E/1/0 70002E/1/0 70002E/1/0 70002E/1/10 70002E/1/10 70002E/1/10 70002E/11/0 70002E/11/0	34001 74801 1600 1601 173 2201 1900 2201 8401 8401 8401 8401 8401 8401 8401 84		Payback overpayment of loan for Srt 206 corrected track	Due (to) from Go Globel	275 00	119,785 58
Check Bill Pmt Chack Bill Pmt Chack Bill Pmt Check Bill Pmt Check Check Check Check Check	70052170 100521710 100521710 100521710 1005217170 1005217170 1005217170 1005217170 1005217170 1005217170 1005217170 10052172170 1005212170 1005212170	1087 1989 1930 1930 1932 1932 1934 1934	Alistate Fire Equipment		Accounts Payabe	-1,684,68	118,100.70
Buil Pmt. Chack Buil Pmt. Chack Buil Pmt. Chack Buil Pmt. Check Chack Chack Chack Chack Chack	1002/21/10 1002/21/10 1002/21/10 1002/21/10 1002/21/11/0 1002/11/10 1002/11/10 1002/11/10 1002/11/10 1002/21/11/0 1002/21/11/0	1080 1030 EFT 1088 1088 0091 1083 1083	Bryan Gleed	Repairs & Peinting on Warehouse	Repuin	3.000 00	115,100 70
Bill Part -Check Bill Part -Check 84 Part -Check Check Check Check Check	07/13/2007 07/13/2007 07/13/2007 07/11/2007 07/11/2007 07/17/2007 70/17/2007 07/17/2007 07/17/2007 07/17/2007 07/12/2007 07/12/2007 07/12/2007	1030 E.F.T 1038 1038 10383 10383 10383	Boyd Consulting, LLC		Accounts Payattie	2,000.00	113,100,70
Buil Prets. Chack Buil Prets. Chack Check Shart. Check Shart. Check Check	0011:22007 0711:32007 07110000000000000000000000000000000	1081 E.F.T 1088 1092 0091 1093 1093	Kimley-Hom and Associates Inc.		Accounts Payable	25,240 %5	51 555,18
Bill Prrt, Check Check Bill Prrt, Check Check Check Check	07%1432007 07%1452007 07%1472007 07%172007 70%1472007 70%1472007 70%1472007 70%25007 70%252007 70%252007	EFT 1098 0091 1093 1093 1093	Slater Handan Group		Accounts Payable	2,870.05	85,189,75
Check Bill Print - Check Check Check	07.113.2007 07.115.2007 07.17.12007 07.17.12007 07.17.12007 07.17.12007 07.17.12007 07.125.12007 07.125.12007	0.05 1.05 2.00 1.00 2.00 1.00 2.00 2.00 2.00 2.00	CUMD		Accounts Payable	21.172	34,818,33
Bill Print-Check Check Check Check	07/15/2007 07/17/2007 07/17/2007 07/17/2007 07/17/2007 07/17/2007 07/15/2007 07/25/2007 07/25/2007	1052 0091 1083 1084	Summer Reflectes	RE: 7/13/07 Staff Expense Report	Oue (ID) from Summer Reliamat	8	RH_777.33
Chark Chark Chark	0711772007 0711772007 0711722007 0711722007 0711722007 07118/2007 07125/2007 07125/22007	1000 1010 1010	Ristz Consulting Inc.		Accounts Payable	55,500,00	29,277 33
Check Check	011112007 671172007 071172007 07112007 071262007 071262007	1083 1084	Eldorado Mãe, 11 C	Xfer to NSB Checking	NSB Money Marker	300,000 00	DE 112,850
Chack	671172007 071172007 071172007 07118/2007 07125/2007 07125/2007	1084	Lared Struth	RE: Ahom Rents! & Reconcile Due to Balance	Cue (to) from Jared Smith	-925.47	328,340,88
	0714712007 0714712007 07148/2007 07125/2007 07125/2007		ANB Financial	Interest Pyrint to Learn# 150000170	Mangage	10 141(10)1-	150,053,19
BUT PMI -CARCH	071172007 07118/2007 07125/2007 07125/2007	1095	Swith Agency, LLC		Accounts Payable	0000000	66,053,19
Check	07/15/2007 07/25/2007 07/25/2007	1096	Go Globel, Inc.	Payback for Feditz charge on GG Amex	Due (to) fram Go Globel	-17 65	38,036,64
Bit Pert-Check	07/25/2007 07/25/2007	6FT	Nexada Power		Accounts Payable	1,404.40	83,631,24
Bill Perri -Check	01/25/201	1100	Clark County Treasurer	1/1/07-6/3008 Property Tax - Parcel# 189-11-002-001	Accounts Paysble	-12,420 25	81,210.99
Bill Pret -Check		1030	Kimkey-Horn and Amocustss Inc.		Accounts Payable	-13,031.51	68,179,48
Bill Pret -Check	07/25/2007	1037	Sinter Handan Group		Accounts Payable	2,467.50	65,711,98
Chack	07/25/2007	1039	Sected 7 of 554	Annual Marager Lust Fläng	Buttness Loanses & Fees	125.00	10,500,500
Check	06/09/2007	1101	Bryan Steed	Pactiting of Warehouse	Rapairs	-13,700.00	51,885,98
Charch	1002/00/100	1102	Remangaon Financesi Graup, Inc	Depose for Learn Origination Free	Loan Foot	7,300.00	85'980'YP
Big Pmt-Check	00/11/2007	1104	Mercury LDO		Accounts Payable	5.33	44,381 55
Bill Port -Check	2002/11/2002	1106	Nevada Power		Accounts Payable	-2,441 81	82 865 11
Bill Pmt -Check	08/11/2007	1103	OGI Enveronmental, LLC		Accounts Payable	-1,631 15	40,308,63
Bill Prnt -Check	08/11/2007	1105	WRG Design Inc		Accounts Payable	2.500.00	37,806.63
Check	08/14/2007	0033	Eldorado Mila, LLC	Aler to NOB CORRECT	NSB Money Market	160,000,001	197,808,63
Check	08/14/2007	1107	ANB Ferancial	interest Pyrnt to Loan# 15/000170	Mortgage	92,798,671-	75,911,37
Charck	08/17/2007	1108	Secretary of State	AOG & Initial List for Edorado 1	Buaness Loomers & Foot	200.00	7E.117,ES
Check	08/17/2007	1109	Nevada Department of Taxaton	NV Busimets License for Eldorado R. LLC	Business Linenses & Faes	100 001-	23.611.37
Check	28/17/2007	0111	Navada Deportment of Taxaton	NV Business License for Eldonado Hills, LLC	Buttness (ucenses & Fres	100:00	23,511,37
Sill Pret -Check	08/20/2007	EFT	CMM/D		Accounts Payable	16,503-	22,577 48
Deposit	09/20/2001		Ga Globel, Inc.	interest Payment on \$400K losn	Go Globel Lown 🚯 8.25%	2,041.87	25.519.13
Can Pret - Check	00/09/2002	2115	Kent Anderson		Accounts Paysole	-6,250.00	20,260.13
Bill Pret - Check	1002/90/60	1112	Kimley Nom and Associates Inc		Accounts Payable	42,283,54	13,965.49
Dia Pret-CNOC	09/06/2007	1113	Mercury LDO		Accounts Payable	20.36	13.965.13
Big Pret -Chack	2002/90/60	1111	Stater Hundan Group		Accounts Payable	-16,185,00	-2,219.87
Bit Pret -Check	1002150/00	1114	Stripe-A-Lat		Accounts Payable	-5.604.47	-7,824,34
Check	1002/10/60	100	Eldonado Mita, LLC	Xter to NSB Checking	NSB Money Market	197,000.00	189,175,86
But Pmt - Check	0947/2007	1-3	Neveda Power		Accounts Payable	-1.809.96	187,396,70
Bill Prnt -Check	09/19/2007	EFT	GMW01		Accounts Payshis	-963.7B	126,602,91
Check	00/19/2007	1116	ANS Financial	Interest Pyrot to Loans 15000170	Montgage	32,788,671-	12, 905 65
Check	09/19/2007	1117	State of Nevada AR Payments	Buanass Litenes Fas for 2008, Notest 07000754377	ชีนพกรรม ไปตรรรด 3. Feas	00 001-	12,805,65
Check	09/19/2007	8111	Jared Smith	RE: Aham Rental for Warehouse Clean Up	Due (to) from Jared Smith	1E 2E 0-	11,873,28
Caposit	1002/61/60		Go Global. Inc	CC to cover Antonio Nevada Payment	Contributions	2,230,000.00	2,241,875,28

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Type	Date	nun N	Kame	Memo	Spill	Amount	Balance
Check	09/20/2001		Antartio Nevade, LLC		Destributione	-2,230,000 00	11.673.28
Check	1002/02/60		Neverthe State Bank	White Fore	Bank Service Charge	8 8	10,040,22
Deposit	1002112/80		The Rogich Fitmity 2004 Irrevocable 1	the Rogich Family 2004 irrevocable TruCC Cover Antonio Nevecia Payment	Contributions	778,000.00	759.048.28
Check	2002112/60		Antonio Navada, LLC		Destricutions	-770.000.00	15,848,26
Dapost	03/1/2007		Nevada State Bank	Roverse Vitre Fea	Bank Service Charge	88	19,873,28
Check	09/21/2007		Nevect State Bank	With Flee	Bank Service Charge	87 F	19,848,28
Chack	02/1/2007		Mevade State Bank	Witze Fee	Bank Service Charge	-10.00	19,638,26
Bit Pint-Check	1002142/60	1120	Clark Country Treesurer	1/1/07-6/30/08 Property Tax - Pance/# 189-11-002-001	Accounts Payable	-12,420,25	7.418.03
Bill Pret-Chack	1002,45,007	1119	Kimisy-Fiam and Associates inc		Accounts Payable	-2,306.86	5.031.15
Check	10/02/20/01	1124	Smith Consulting inc	Consulting Fee Sept-07	Comuting	00 666.6	1,658.15
High Part - Check	1002/90/01	1122	Owens Gaotechnical, Inc.		Accounts Payable	-2,400 00	701.85
Bit Pmt-Check	1002/50/01	1123	Glater Hansten Group		Accounts Payable	-8,707.50	0,409,35
Bill Pmt -Chack	10/05/2007	1124	State of Nevada AR Payments		Accounts Payable	0000	9,509,35
Bib Pmt-Check	10/02/90/01	2215	WRG Demon Inc.		Accounts Payable	-1.350.00	-10,859,35
Check	10/05/2001	1001	Eldonado Hilks, LLC	Xfer to NSB Checking	NSB Money Market	200,000,00	138,140.65
Bill Pret -Check	10/10/2007	1126	Mercury LDO		Accounts Payable	-116.37	189,024,28
記紙 Pint -Check	10/17/2007	EFT	Nevada Power		Accounts Paysble	-1,522.77	167,401,53
Bill PrrfChack	10/18/2007	1128	Appled Analysia		Accounts Payable	90 522 6-	176,176.51
Check	1018/202	1127	ANB Financial	Interest Pyrnt to Loans 150000170	Mortgage	-169,267 67	5,006.84
Check	10/18/2007	5211	Jacob Fangold	VOID: RE: Continental Fight to LV for investor Prevental	Trave!	000	9,688,B4
Bill Pint -Chuck	1002/22/01	£FT	LIVWAD		Accounts Payable	27.963-	9,252,12
Deposit	10/24/2007			Deposit	Undependent Funds	1,600.00	10,852,12
Charck	10/24/2007	1130	D&D Properses, LLC	RE-Continential Fight to LV for Teavure investor Present	Traves	-5,471 00	5,381.12
Bu Par -Creck	10/25/2007	1132	Boulder Disposel inc		Accounts Payable	78 847-	4,831,15
Bill Pint -Check	1075/2007	1133	Pro-Figms Gas		Accounts Payable	-64.65	4,596.50
Check	10/25/2001		Eldonado Háis, LLC	Orable Xar to NSS Checking	NSB BOOKS Market	8,000.03	12.566.50
Check	10/25/2007	1131	Clark County	NCZ Submittal Fee	Engmeening Expense	6,150.00	2,415.50
Bill Print -Check	10/31/2007	1134	Kimiey Hom and Amociates Inc.		Accounts Payable	-300.26	8,516,24
Bit Pres -Check	10/21/2007	1135	Sigter Handan Group		Accounts Payable	05'200'02'	-16,486,26
Check	10/01/2007	1136	Smith Consuming Inc.	Censulting Fee Oct-07	Consulting	00 5355 52	19,819,26
Check	10/31/2007	138	20050 28500	Painting of Warehouse & Water Tower	Consulting	00'000'0	52,522,52
Deposit	11/02/2007		Eldorado Hills, LLC	Online Transfer	NS8 Money Market	00'000'02	-3,152,26
Ceposit	11/02/2007		Efdorado Hilla, LLC	Online Transfer	NSB Noney Market	5,000.00	5,847,74
Check	11/02/2007	1137	Slater Hanitan Group	Belance for NCZ Clark County Submitted Fee	Engrmening Expense	00,922	1,522.74
Check	11/05/2007	8	Orgie Singer	Policy # 2007 GL		-2.533.10	35 019'1-
Bill Print -Chack	11/06/2007	971	Boulder Disposel Inc.		Accounts Payable	96 56¥	-1,910.34
Check	1002/80/11		Eldorado Kita, U.O.	Online Xferts NSB Checking	NSB Noney Market	5,000.00	3,089 64
Hill Pirth -Check	1002/91/11	EF1	Nevada Power		Accounts Payable	-1,420,50	31 000 1
hepen	11/16/2002		Go Global, inc.	Loan to cover Nov AMB interest Pyrnt	Contributione	174,000.00	175,600,16
CINEX	1002/01/11	14-1	ANB FORMER	Interest Pyret to Loans 150000170	Mongage	82°268°E21	1,771 90
BR Part-Check	1002/91/11	91	Boyd Consulting, LLC	Cheni Meetings Oct 4, 9,10,19	Accounts Payable	90.009-	1,271 90
this Print - Check	1002/61/11	143	TANNO		Accounts Payable	-1,868,33	-598.40
Cheposit	11/25/2007		Bentwood Gumamithing	Deposit	Undeposited Funds	800.00	203 51
Deposit	11/30/2007		Go Global, Inc	CC: Cover Expenses	Contributions	5.000.00	5,203.51
Check	11/30/2007	511	Smith Consulting Inc.	Consulting Fae Nov-07	Consulting	00'EXE'E	1,879,51
Depodit	12/07/2007		CaraMex Nevada, LLC	investment tits Eldorado Hille via CenaMex Nevada (.jOue (to) from CanaMex Nevada	(to) from CanaMex Nevada	1,500,000.00	1,501,870,51
10000	12/03/2007		Eldarado Hills, LI, C	Online Xter	NSB Money Market	-1,450,000,00	51,870 51
Bis Print - Check	12/10/2007	1148	Applied Analysis		Accounts Payable	5, 850 00	46,220.51
Bill Print Check	12/10/2007	1144	Boulder Dieposel (np.		Accounts Paysble	-249 39	45,970,52
Bill Pret - Check	12/10/2007	1145	Kimley-Hom and Associates inc.		Accounts Payable	421 38	45,049.14
Ba Pret - Check	12/10/2007	1547	Slatar Handlen Group		Accounts Payable	4,552.50	43,496,64

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Check	12/10/2007	1148	Rist: Consulting Inc	RE: Planning Commission Lunch Meeting	Due (to) from Rists Consulting	-55.00	43, FAL, 54
Check	12/10/2007	1148	Daniel DeAmas	RE: 12/5/07 & 11/20/07 Staff Expense Report	Due (to) from Den DeArmas	9879857	43,041 68
Check	12/10/2007	1150	Mt. Charleston View, LI,C	Rent for 2007 (Error check whe to HPCH)	Rent	-15,000-00	28,041 68
Deposit	12/10/2007		Mr. Charleston View. LLC	Payback 12/10/07 deposit error for checks 1150	Rent	15,000.00	43,041,69
Chack	12/10/2007	1151	HPCH, LLC	Rent for 2007	Rent	-15,000,00	28,041.68
Deposit	12/21/2007		Go Global, Inc.	CC: Cover ANB interest Payment	Consthueurs	175,000,00	203 041 65
Check	12/21/2/21	1162	ANB Financial	interest Pyrrit to Loenii: 150000170	Alethon	-168,287 67	34,754,01
Bit Pret-Check	12/24/2007	EFT	CVVVD		Accounts Payable	52.00°	34,280.62
Deposit	12/26/2007		Go Gisbuil, Inc.	CC: Cover Engineering Expenses	Contributions	25,000.00	59,260.62
Big Print -Check	12/26/2007	1153	Owens Geotechristel, Inc.		Accounts Payable	43,610.00	15,050 62
Bill Pmt -Chack	12/26/2007	rst1	State of Nevada AR Payments	Business License for Eldorado HMs, LLC for Penod Ender	Accounts Payable	-100.00	15,550 62
Check	12/26/2007	1155	Smith Consulting inc	Consulting Fee Dec-07	Comsulting	CC, 3333 200	12,217,62
Bal Pres - Chack	01/07/20/8	EFT	Nevade Power		Accounts Paysble	1,243.33	10,374,29
Cepead	01/09/2008			Depowe	Undeposited Funda	OD DCIB	11 774,29
Bit Pret-Check	01/10/2008	1156	Clark County Treasurer	1/1/07-8/30/08 Property Tax - Parce/# 189-11-002-001	Accounts Payable	-12,420,05	645.76
Check	01/10/2008		Eldorado Hille, LI,C	Online Xier to NSB Checking	NSS Money Market	3,142.57	2,496.81
Depowt	01/10/2008		Ger Global, Inc	Loan to cover expenses	Contributione	20,000 00	22,496.81
Bill Print - Charols	01/11/2008		Mabo international	Vdre Transfer	Accounts Payable	7,396,50	14,500.31
Big Pres -Check	01/15/2008	1157	RUSHOURGRAFFIC		Accounts Payable	1,300.00	13,200.31
Bill Pmt -Check	001/2008	EFT	LVVMD		Accounts Payable	462.09	12.738.22
Bis Pers -Check	01/25/2008	1156	Baulder Disposel Inc.		Accounts Payable	66'642-	12,488,23
Bill Pret -Check	01/25/2008	1150	Kimley-Nom and Assocutes inc.	Cropping NDOT Coordination	Accounts Payable	283 50	12,204,73
Bit Pmt-Check	002/52/10	1180	Ovens Geotechnical, Inc.	Geotech Services for Rinker Quarry Site	Accounts Payable	-8,127 50	4,077.23
Check	02/11/2008		Eldorado Hille, LLC	Online Xfer to NSB Checking	NSB Money Market	5,000,00	8,077,23
Chank	02/01/2008	1161	Daniel DeArman	RE: 1/30/09 Staff Expense Report	Due (to) from Dan DeAmas	-345 00	8,732,23
Check	02/01/2008	1162	Smith Consulting Inc.	Consulting Fee Jan-08	Comuting	00'020'E-	5,399,273
Bit Prnt -Check	02/16/2006	EFT	LVVMD		Accounts Paysble	-1,018.99	4,360.24
Bill Pmt -Check	02/21/2008	1163	DOWN		Accounts Payable	-150 05	4,230,19
Check	02/21/2008	1164	ANG FINANCIAL	Interest Pyrnt to Loans 150000170	Mortgage	173,897,26	169,867.07
Chack	8002/12/20			Service Charge	Bank Service Charge	16.31	169,712.41
Deposit	8002/52/20		Go Global, Inc.	Loan to cover ANS Interest Pyrint	Contributions	180,000,00	10,287.59
Bill Part -Check	8002/52/20	1165	Boulder Öfsposel Inc.		Accounts Payable	-202-49	10.025.10
Put -Check	002/02/00	1156	Clark County Tressurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	Accounts Payable	12,420,25	-2,395,15
Cepose	03/23/2008		Ge Global, Inc.	Loan to cuver property tex	Contributions	00 000 01	7,804 85
Bili Part Chack	02/26/2008	EFT	Nevada Pover		Accounts Payable	-2,980.18	4,624,67
Check	02/28/2008	1167	Smith Consulting Inc.	Consulting Foe Fitb-OB	Consulting	-3,333.00	10,1251,67
Deposit	02/26/2008		Edorado HBe, LLC	Online Xfer	NSB Money Market	5,108.99	6,338.66
Bit Perst -Check	8002/62/20	1168	Kimley Horn and Associates Inc.		Accounts Payable	3,583 13	2,815.53
Bili Pmi -Check	02/29/2008	1163	OGI Environmental. LLC		Accounts Payable	950.00	1,966.53
Check	8002/62/00	11 70	Deniel DeAmas	RE: 2/22/08 Staff Expertue Report	Due (to) from Dan DeArman	-154.00	1,511 53
Sit Pert-Check	03/03/2008	1172	Kant Anderson		Accounts Payable	05.754,61-	-11,625.97
Deposit	03/05/2008		Eldorado Hilly, LLC	Chine Xter	NSB Money Market	15,000.00	3,374,03
Bü Prot-Check	0011712008	EFT	LVVVD		Accounts Payable	-262.37	3,111,66
Check	0019/2008		Nevada Power		Gas & Electric	-1,403.45	1,708,21
Deposit	00242603		Bunterned Gunnerhung	Drpowt	Undeposited Funds	1,120.00	2,829,21
Dapost	03/24/2008		Nevada Water	Deposit	Undeposited Funds	15,000.00	17,628.21
Check	03/24/2008	5713	ANB Financial	interest Pyrmits Loans 150000170	Martgage	-162,578,08	144,849.87
Deposit	03/25/2008		Desert Lakes Holdings, LLC	March 2008 Rant	Rentel Income	5.000 00	139,649.87
payment.	002/92/50	17994	Nevada Water		Accounts Receivable	15,000.00	124.845.87
Deposit	03/28/2008		Ge Ciebal. Inc.	Loan to cover interest cavments	Construction of Street of Street		10 10 10 10 10 10 10 10 10 10 10 10 10 1
					Transport of the second of the	00'00' PG	44,150,15

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Type	Data	Num	Name	Мето	Split	Amount	Balance
Bill Pint -Check	03/11/2008	1176	Boyd Conucting, LLC	Meeting wifs and BLM	Accounts Paysble	1,125 00	41,762 64
日本 Pres - Check	8002110/60	1174	Kimley-Hom and Associates Inc.		Accounts Payable	-369.655	41.372.99
Check	8002/12/008	1177	Darres DeArman	RE, 2/31/08 Staff Expense Report	Oue (to) from Dan DeArmas	213.01	41,159,96
8# Prat-Chack	03/31/2008	1178	ANTI		Accounts Payable	3.100.00	32,059,98
Cepourt	00212008		Creart Lakes Holdings, LLC	April-08 Rent	Rental Income	5,000.00	37,059,58
Deposit	8002116/60		Desert Lakes Holdings, LLC	Loan Pyrnt	Due ftoj from Desert Lakes Hidg	10,000,00	47,059,98
Check	8002/15/62	1171	Urgal Singer	Add Addronal Insured	Linderfo	-103.30	46,956,05
Deport	04/01/2008		Detect Laton Holdings, LLC	Loan Pyrnt	Due (to) from Desert Lakes Hidg	20,000 00	66,956,08
Chack	04/12/2008	1179	Ga Glabel, Inc	Payback for Continentsi Ticket charged on GG Amex	Due (ts) from Go Global	-1,120.00	85,836,08
Deposit	04/14/2008		Desert Lakes Holdings, LLC	t oun Pyret	Due (to) from Desert Lakes Hido	10,000.00	75,636,08
Bill Prut - Chack	04/14/2008	1180	Bouither Disposel Inc.		Accounts Payeble	267.49	75,573,59
Bill Print -Check	04/14/2008	1818	Li Bradford & Company, LIC		Accounts Paysofa	-1,550.00	74,023.59
Bit Pret -Check	04/15/2008	EFT	TAVAND		Accounts Payable	-226.44	73,757,15
Stil Pret -Check	04/16/2006	EFT	Nevade Power		Accounts Payable	1.389.84	72.407 51
Deposit	04/211/2008		Deser Lakes Noldings, LLC	Law Pymt	Due (to) from Desart Lakes Nidg	5.000 00	77,407.51
Check	04/22/2008	2311	ANB Fenancui	Interest Pymit to Loans 150000170	Mongage	-173.897.26	-90,489.75
Deposit	04/28/2008		Momentand 2001, 20.0	Temp Loan	Oue (to) from Homesteed 2001	100,000,001	3,510,25
Deposit	9002/20/90		Go Ginbal, Inc.	Loan to cover interest payments	Go Giobel Note Payable 🕼 22%	100,000,001	103,510,255
Check	05/02/2008	1183	Horneshied 2001, LLC	Loan Paytuck	Due (to) them Hamesback 2001	100,000,001-	3,510,25
Depart	05/07/2008		Detert Lakes Holdings, LLC	toan Pyrnt	Due (to) from Desert Lakes Hidg	5,000.00	8,510,25
Cepest	06/07/2008		Draert Lakes Holdings, LLC	Loan Pyrit	Due (in) from Desert Lakes Hidg	5,000.00	13,510,25
Capoart	05/07/2008		Devert Lakes Holdings, LLC	Loan Pyrnt	Due (to) from Desert Lakes Hidy	5,000 00	16,510,25
Deposit	05/07/2008		Desert Lakes Holdings, LLC	i.can Pymt	Oue (to) from Desert (.akes Hidg	5,000.00	23,510,25
Bit Pmt-Check	05/09/2008		Mato International		Accounts Payable	7,996,50	15,513,75
Depend	55/H 4/2008		Desert Lakes Holdings LLC	Lown Pymt	Due (to) from Desart Lakes Hidg	20,000,02	82'E16'98
Deposit	05/14/2005		Desert Lakes Holdings LLC	Watehouse Rorita!	Rental Income	2.000.00	37,513,75
Bill Pret -Check	05/15/2008	EFT	Version Power		Accounts Payable	96,652,1-	36,213,78
Bill Part -Charle	05/19/2008	1184	Boulder Disposel Inc.		Accounts Payable	262.49	36, 961 27
Big Prei - Chack	02/18/2008	1165	Slater Hentfan Group		Accounts Payable	550.00	35,401,27
Bill Pmt -Check	05/23/2008	EFT	GWWD		Accounts Payable	-180.54	55,220,73
Chack	00225290	1186	ANG Financial	Interest Pyrnt to Loane 150000170	agenter	168,287.67	-133,068.94
Payment	05/27/2008	18174	Novads Water		Accounts Representative	15,000.00	118,008.94
Deposit	802/62/50	f	The Roard Femily 2004 irrevoratio To, CC for ANB Interest Pyrns	u CO fer ANB Interest Pyint	CurteBullium	04,000,00	-L4,UG6,94
Table 1	05/28/2008		Ge Global, Inc.	CC for ANB Interest Pyrnt	Contributions	54,000.00	-10,066 54
Depose	002/62/90		Go Glabal, Inc.	Loan to cover ANB interpost Pyrnt	Go Giobai Note Pajabas 🙆 22%	25,000 00	14,833.06
Payment	02/30/2008	1038	Bentwood Gunsmithing		Accounts Receivable	1,600.00	16,523,08
Set Part - Check	8002/60/90		Nevada Power		Accounts Payable	-1,259.67	95 573,21
Denore		/61-	Stater Manfan Largup		Accounts Payable	00-607 B	5, 824, 39
Bill Part Check	ADDCI-STUDY	242		capacity of the second s	Rental Income	1,700.00	7,634.39
Site Date, Chank	Derremonie	1224	Her Arter Dessee Inc.				
Bit Pmt -Check	0616/2009		W Deviation of Edwardsminister Annual Fee for 745 450000	s Annual Fee for 7453-020009	Accounts Payable Accounts States	54 792	875 Y 850 8
Deposit	000/19/190		Puteets Sant				
Check	06/19/2009	1180	Clark County Assessor	Test 112027-08	Purate Bank Mille Derugel Present	1071517001	106.805 05
Coposit	08/2//2009	£	The Boatch Family 2004 (more able Tou CC th crust ANB (more able and a second promoted)	a CC the criteria SNR instances Promising		36 200 20	
Dupowit	06/11/2008		Go Clahei Inc	CC for ANR interest Powmant			
Deposit	07/02/2008		Necoda Maler	Derved			
Chatck	07/22/2009	1191	FDIC as receiver for ANB Commercial Interest Periment on old \$NB can	d interest Payment on old \$125 Loss			24 / 25 / 901
Deposet	8002/60/10		Devent Lakes Holdings LLC	Decost	Contribution	00 000 001	20 100 100
Bill Prist -Check	00277170	723	10000		Annual Barrella	2010-10-1	
Bill Print -Chack	07/17/2008	543	Nevada Power		Announts Pacables	00 100 F.	
					a manager - a - a a - a - a	AN ANA!.	

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Bis Print - Check Bial Print - Check	01/21/2008	1192	AMTI		Accounts Payable	00'006'E'	38,423,12
Bail Frint -Check Bail Frint -Check Check Bail Frint -Check Sheck Share -Check Share -Check Share -Check	01/21/2008					07 L'96'.	
Bill Pint -Check Check Bill Pint -Check Check Bill Pint -Check Bill Pint -Check Bill Pint -Check		1194	Boulder Disposal Inc.	Customerit 30-89 C	Accounts Payable	201 702V	88,160.63
Check Bill Purt -Check Check Bill Purt -Check Bill Purt -Check Bill Purt -Check	07/21/2008	1193	FødEr		Accounts Payable	86 01-	58,119.B5
8월 Pmt -Check Check Bill Pmt -Check 명희 Pmt -Check	07/28/2008	1196	Secretary of State	Annual Let Filing for Eldorado Mila & Eldorado 8	Buantes Losneos & Feos	250.00	87,889.65
Check Bill Prnt -Check Bill Prnt -Check	OBJOA/2008	1196	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parcets 189-11-002-001	Accounts Payable	13,413,87	74,455,78
Bill Prnt - Check Bill Prnt - Check	8002/10/80		Eldarado Hitin, LEC	Online Xier	NSB Money Market	60.000.00	14,455.78
Bill Print -Check	08/04/2008	1197	ste of Nevade Buaneos Licensa Renoval	10 ccm3	Accounts Payable	100.00	14,355,78
	002/11/50	1198	Soulder Disposel Inc.	Customers 30-59 D	Accounts Payable	-273.29	14,082,49
Bill Print -Chack	58/12/2008	1194	Rietz Consulting Inc		Accounts Payable	2015.00	12,047 48
Bib Pret - Check	8002121/30	EFT	1 VVVVD		Accounts Payable	62.63	11,543,66
Bill Prnt-Check	08/15/2008	EFT	Nevade Power		Accounts Paysble	1,417,28	10,126.38
Bit Pret -Check	800-Z/2-U60	1200	Boulder Dieposal Inc.	Customent 30-83 0	Accounts Paywhie	82 C ()	6,853.09
Bill Pmt -Check	900 <i>011</i> 1x60	511	Nevada Power		Accounts Payable	1,519.02	B,334.07
Bill Pint -Check	800271190	1201	the of Nevada Buaness License Renei Licensell 010-1006607358	nen Licentue# 010-1006607358	Accounts Payable	00.001-	8,234.07
Deposit	09/17/200B		Bentwood Curremithing	Deposit	Undepeated Funds	1,600.00	9.83M 07
Big Pint - Check	0002/81/60	12021	Rietz Consulting Inc.		Accounts Payable	500 003-	9,234.07
Bit Pret-Check	3002/61/60	EFT	GWWD		Accounts Payable	15.808-	8.427.16
Osposit	10/01/2008		Bentwood Gunsmittung	Deposit	Undepended Funds	2,580.00	31,702,11
Ceptosit	10/01/2008		Desert Lates Notdings LLC	10% at Gross tor June-2008 Rent	Linde posited Funde-Molding	5,020.00	16,327.16
Bull Prest - Check	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax + Parest# 189-11-002-001	Automote Payable	-13,413.87	2.913.29
Deposit	10/10/2008		Desert Lakes Holdings LLC	Loan Pyrnt (baoked as revit)	Due (to) from Decert Lakes Hidg	10,000.00	12,913,29
Big Pret -Chock	10/16/2008	EFT	Nevada Power		Accounts Peyable	1,241,38	11,671,93
Bill Pmt-Check	10/20/2008	EFT	LYMMD		Accounts Payable	-289.40	11,382.53
Check	10/27/2008		Eldemade Hille, LLC	Online Xfer to KSB Checking	NSB Money Market	50,000,00	65 286 19
Check	10/27/2008	1204	Go Global, Inc.	Principal Payment to \$125K Loan	Go Gichal Note Payable 🖨 22%	-55,000 00	6,382,53
Bill Pret-Check	10/27/2008	1205	Kent Arderson		Accounts Payable	2,437.00	3.945 53
Deposit	10/27/2008		Desert Lakes Holdings LLC	Loan Pynt	Due (to) from Desert Lates Midg	10,000.00	13,945,53
Check	10/27/2008		Eldando Hills, LLC	Onkine Xter to NSB Checking	NS8 Money Market	3,000.00	16,945,53
Check	10/2712008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	Go Giobal Nota Payable @ 12%	15,000.00	1,945,53
Check	11/13/2008		LWWD		Winter	-200 48	1,745,06
Deposit	11/14/2008		Bentwood Cummiting	October-08 Rent	Rental incorts	800 00	2.545.06
Check	11/20/2028	EFT	Nevada Power		Gas & Elsetto	12.721,1-	1,367.54
Check	12/10/2009		Eldorado Hills, LLC	Acct clobed Check given to Meksas Olives	Uncategonzed Expense	-1,367.64	000
						850	000
							0:00
	7002112007			Xfer to Money Market Account	NSB Checking	1,300,000.00	1,300,000,00
Deposit	06/27/2007			interest	interest income	56.36	1.300,066,96
	01/17/2007	6081	Eldorado Hilla, LLC	Xfer to NSB Checking	N3B Checking	300,000,005-	1,000,066,96
Check	01/25/2007	0052	Ge Grobel, Inc	Losn to pay LOC	Go Girbai Loan 🏠 8.25%	400.000 00	600,066,86
	07/27/2007			(in the new of	Murest (mourse	1,814,61	601,861 57
	08/14/2007	0050	ENGrado HØR, LLC	Xfer to MSB Creating	NSB Checking	150,000 00	75 199,134
	06/31/2007			linterest.	interest income	1, 590, 39	443,871 545
	08/01/2002	9094	Eldorado Hille, LLC	Xter to NSB Checking	NSB Checking	00 000 251-	246,871.96
	002/92/90			laterest.	interest income	62 67 i 'i	248,021 26
	1002/50/01	1001	Eldarado Halle, LLC	Xfer to NSB Checking	NSB Checking	-200,000.00	48,021 25
	10/25/2007		Eldorado Hilla, 1,LC	Chime Xfer to NSB Checking	NSB Checking	6,000,00	40,021 25
Duppert	10/31/2007			linterest	Interest Income	467 36	40,488.63
Deposit	11/02/2007		Eldorado Hille, LLC	Online Transfer	NSB Checking	20,000,02-	20,488,63
Deposit	11/02/2001		Edorado Mila, LLC	Online Transfer	NSB Checking	-6,000.00	15,468.63
Check	1002/60/11		Eldonado Hitle, LLC	Online Xthr to NSB Checking	NSB Checking	-6,000 00	10.488.63

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Type	Durte	Mum	National	Kłerno	tids	Amount	Balance
Bill Print -Chack	11/21/2007	9600	Owens Geotechnical, Inc		Accounts Payable	-8.150.00	2.338.63
Check	11/36/2007			Geroce Charge	Bank Service Charge	10.07	2,325 63
Deprat	11/30/2007			linterweit.	interest income	44.59	2,373,22
Check	12/08/2007		Eldorado Hala, LI.C	Online Xter	NSB Checking	1.450,000 00	72 545 251 1
Check	12/14/2007	11.62	Go Giotal, Inc.		Consulting	-1.420.000.00	32,373,22
Check	12/01/2007			Service Charge	Bank Service Charge	40.00	32,363,22
Depost	12/31/2007			tersite	interest Jacorne	25,977	33,142,57
Check	01/10/2008		Eldorado Hila, LLC	Drine Xterts NSB Checking	NGB Checking	3,142.57	30.000.00
Deposit	01/31/2008			interest.	Interest Income	106 89	30,106.89
Check	00210/20		Eldorado Hita, LLC	Cinime Xfer to NSB Checking	NS8 Checking	6,000 00	25.106.39
fleposit	02/28/2009		Eldoneda Hilke, LL C	Online Xter	NSB Checking	-5,106 99	20.000 00
Coposit	02/29/2008			Interest	interset incores	67 54	20,067 56
Deposit	03/06/2008		Eldorado Mila, LLC	Online Xfer	NSB Checking	-15.000 00	5,067 56
Cepose	8002115/62			trileres.	Interant (notrie	19,39	5,065,35
Cleposit	04/30/2008			interest	Interest Income	11.73	5,008,68
Depouir.	05/30/2008			laterost.	Interest Income	10.09	5,109,67
Deposit	06/30/2008			laterest.	Interest Income	11,35	5,121 02
Deposit	07/31/2008			instance of	Interest Income	35.11	5,132,40
Check	06/04/2008		Eldonado Milla, LLC	Online Xter	NSB Checking	50,000,02	65,132.40
Deport	08/28/2008			inderaut	interest income	12	65,254,84
Capoet	8002/06/50			interest	internet (noome	149 65	65,404 A9
Chack	8002/1/01	1002	Go Glottal, Inc.	interest Payment on 5/208 toan 🤀 22% through 10/17/050 Global Mate Payable 🕼 22%	7/660 Gibbel Note Payable 🖨 22%	12,250 68	53,153,81
Check	10/27/2008		Eldorado Mila, LLC	Online Xfer to NSB Checking	NSB Checking	50,000,02-	3,153.61
Check	10/27/2008		Eldorado Mills, LLC	Online Afer to NSB Checking	N58 Chadring	3,000 00	153.81
Check	10/31/2008			Service Charge	Bank Service Charge	10.00	18.641
Deposit	10/31/2008			interest	Interest Income	115.80	19997
Check	11/28/2008			Service Charge	Bank Servica Charge	10.00	249 61
Deposet	11/25/2008			Enters and	interest income	0 52	250.13
Check	12/10/2008		Eldorado Hille, LLC	Account Cipsed-Checks given to Malassa Olives	Uncategonzed Experime	21052	000
						000	000
							000
							000
							99 U
invoice	00/01/2007	100	Nevada Water		SPLIT	17.625.00	17.625.00
Inveloe	00/12/2007	101	Neveda Vistor		Rental Income	10,500.00	29,125,00
Paymont	00/20/2007	16061	Nevada Water		Undeposited Funds	17,625.00	10,500.00
Payment	2002/52/90	18198	Neveda Water		Undeposted Funds	10,500.00	0.0
Invoice	1002/10/90	102	Nevada Vister		Rental Income	15,000,00	15,000,00
Invoice	06/01/2007	103	Nevada Watter		Rental Income	7,500.00	22,500,00
Payment	06277230	16571	Neveds Water		Undeposited Funds	22,500 00	0.00
Invite	1002/10/80	104	Benheod Gunerathing		Rentsi Income	800.00	800.00
INVOICE	10/01/2007	çay	Bentwood Gummittery		Rental Income	900.008	1,600,000
Payment	10/24/2001		Bentwood Gunsmithing		Undeposited Funds	11,600.00	000
Payment	1002/12/11		Bentwood Gunamithing		Lindepowied Funds	600,008-	800.00
Inverte	12/01/2007	105	Bentwood Gunsmithing		Rentaí Income	800.00	0.00
Involue	12/01/2007	106	Bernwood Gunarwithing		Rantal Income	800.00	00'008
Payment	12/31/2007		Gentwood Gunamithing		Undeposted Funds	00 008-	000
Invition	01/D1/2/008	111	Bantwood Gunamithing		Ranks income	800.00	850.00
invoice	02/01/2008	112	Bentwood Gunsmithing		Rantas income	600.009	1,600.00

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	Type	Date	Nam	Name	Memo	Spilt	Amount	Baince
	invoice.	02/15/2008	107	Noveda Wated		Rental Income	15,000.00	16,600.00
	(INVERCE)	002/10/20	113	Bentwood Gummithing		Rentel Income	800.00	17,400.00
	ITTVORCE	1002/14/160	501	Nevsda Water		Rented Incorne	15,000.00	32,400,00
	Payment Browner	800217250	arori	Berthrood Gunsmithing		Undeposited Funde	1,120,00	31,280.00
	Payment	DUCK DUCK	17804	Naveria Media		Undepositied 7 unde	15,000.00	16,280,00
	Invoice	04/01/2008		Bentwood Guranithing		Rantal income	CO COM	0000010
	Invoice	04/15/2008	110	Neveda Water		Rental Income	15 000 00	17 080 00
	aciónuj	05/01/2008	117	Bentwood Gunamithing		Rental Income	800.00	17,880.00
	Invoice	06/15/2008	115	Nevade Water		Rantal Income	16.000.00	32,880.00
	Payment	8002//2/50	18174	Nevada Water		NSE Checking	-15,000,00	17,880.00
	Payment	8002/06/50	1038	Bentwood Gunemithing		NSB Checking	-1,600.00	15,280,00
	involga	06/01/2008	118	Bentwood Gunamithing		Rental Income	600.00	17,060,00
	Payment	06/15/2008		Nevada Water		Undeposited Funds	15,000,00	2,080.00
	invoice	67/01/2008	119	Bentwood Gunamithing		Rental Income	00:008	2,880.00
	Investe	06/01/2008	120	Bentwood Gunsmithing		Rental Income	800.00	3,680.00
	Payment	08/29/2008	1201	Bantwood Gunamithing		Undepotited Funds	1,805.00	2,080,00
	Invoice	09/01/2009	121	Յորյասգ Gunamitung		Rental Income	800.00	2,830.00
	Payment	09/30/2008	1702	Bentwood Gummming	00,500 Record for Matt Babb Rant	Undeposited Funds	-2.860.00	0.0
Total Accounts Receivable							800	00:0
Deposits for Closing								9.90
	General Journa)	03/17/2008	÷	e Royah Family 2004 Interocable 1	re Regush Family 2004 Interocable Tru E.M.D for purchase from Pan Meral Corportation (Pard w/C	Capital	250,000.00	250,000.00
	General Journal	9002/11/20	12 12	Nevaca Title	CM3	Capital	250,000,00	500,000,005
	Check	09/14/2006		Nevada Title	Closurg Funda	NSB Checking	30,000.05	630,000,00
	Check	03/14/2006		Nevada Title	Closing Funds	NSB Checking	5.150.000.00	5,680,000.00
	General Journal	08/14/2006	5		Pan Matai Property Closing	Boulder Property	500,000,005	5,180,000,00
	General Journal	091112006	13		Pan Metai Property Cioung	Boulder Property	00 000 02	5,150,000 00
	General Journal	09/14/2008	13		Pan Matai Property Closing	Boulder Property	5,150,000.00	000
Total Departs for Closing							900	001
Due [to] from Other Party								0.0
Due (to) from Dan DeArmas								04'0
	General Journal	10/17/2007		Office Depot	CC Jawel Cases	Office Supplies	24.35	24 99
	General Journas	12/05/2007		Software King	Histossoft Project	Office Supplies	12, 974, 57	36.660-
	Check	12/10/2007	5015	Daniel DeArnas	RE: 12/5/07 & 11/2/3/07 Staff Expense Report	NSB Charleng	36.36	00'0
	General Journal	01/30/2008		NAIOP	Buyers Guide Letting	Marketing Expense	345.00	345.00
	Chack	02/01/2008	1161	Dankei De Armas	RE: 1/30/99 Staff Expense Report	NSB Checking	345 00	000
	General Journal	02/12/2008		Southwest Aufines		T rave!	154 00	15M 00
	Check	800262/00	0211	Daniel DeArmas	RE-2/28/08 Staff Expense Report	NSB Checking	154.00	0.00
	Goneral Journal	03/31/2008		Office Depot	Supplies for Markeong presentation	Office Supplier	10.612-	10 512
	Chack	03/31/2006	1177	Daniel DeArmas	RE- 301/08 Staff Expense Report	NSB Checking	213.01	0,00
Total Due [to] from Dan DeArmas							000	000
Due (to) from Rietz Consulting								0.0
	General Journal	11/27/2007		McCormick & Schmick	Planning Commissioner Meabing	Meals & Entertaument	50 SS	66.00
	Check	12/10/2007	1148	Rietz Consulting Inc.	RE. Planning Commission Lunch Meeting	NSB Checking	25:00	000
Total Due (to) from Rietz Consulting							000	0.00
Alle del dense land della								
	Canand Invend	Some tech	ą					0.00
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Eldorado Hills, LLC General Ledger

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Eldorado Hills, LLC General Ledger PLTF557

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Accrual Basis

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		Type	Date	Mum	Name	Mamo	Split	Amount	Balance
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01/31/2007 1034 Peter Street Para, LLC Payert Brief Brief Spotner of 2/12/06 teen NSB Checking 65,000 00		Deposit	09/14/2006		Pecan Street Plaze, LLC	Tump Loan	NSB Checking	40.000.00	-640 000 06
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Eldorado Hills, LLC General Ledger

Accrual Basis

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PLTF559 Page 13 of 26

Accruit Basts					Eidorado Hills, LLC General Ledger			
	Type	Data	Num	Name	Memo	Bptit	Amount	Balance
		1002102100	1042	Pocan Street Plaza, LLC Darm Street floor, LLC	Parter Loan Payment	NSB Checking	1,000.00	-574, DOO, DO
	0	05/22/2007	, Dee	Pecan Street Plaza, LLC	Pathal (can Paverant	NGB Checkers	4 mm mm	
	Check	05/24/2007	1068	Pecan Street Plaza, LLC	Partisi Loan Payment	NSB Checking	5.000.00	549.000.00
	Check	06/14/2007	1082	Potten Street Plaza, LLC	Loan Payof	NSB Checking	548,000,00	000
Total Due (to) from PSP						-	0.00	000
Due (to) from Realized Gains								00'0
	Depusk	12/26/2008		Reakced Game, LLC	Temp Loan from Resilted Gains, LLC	Served as 2	100,000,001	00.000.001-
	Check	01/18/2007	1025	Realized Game, LLC	Partiel psybeck for 12/28/06 loan	NSB Checking	50.000.05	90.000.06
	Check	1002/10/10	1033	Realized Game, LLC	Payback 12/28/06 loan	NSB Checking	50.000.02	0.00
Total Due (to) from Realized Game							000	00.0
Due (in) from Related Party - Other								0:00
Total Due (to) from Related Party - Other								000
Total Oue (to) from Released Party							-1,500,000 up	1,500,000,00
Go Glebal Loan 🔮 5,25%								0.00
	Check	07/25/2007	2600	Ga Global, Inc.	Loan to pay LOC	NSB Money Market	#00'000 00	400.900.00
	Cepciet	08/20/2007		Go Globel Inc.	interest Payment on \$400K loan	NSB Checking	79.1541.67	307,158.33
	Deposit	08/25/2007		Go Glabal, krc	Accrued interest 🤹 8 25%	interest income	28.41.57	400.000 00
	Transfer	1002191760			Payoff Co Clobel Loan	Distributions.	-400,000,00	0010
Total Go Global Loan @ 8 25%							000	0,00
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	Payment	03/30/2007	16051	Neveds Mater		Accounts Receivable	17,625,00	11,625,00
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	Deposit	04/25/2007	18753	Nevada Water	Depart	NS8 Checking	00.003.01-	0.00
	Paymont	06/27/2007	16671	Nevada Water		Accounts Receivable	22,500 00	00 025'ZZ
	Deposit	08/21/2007	16571	Nevada Water	Ospasit	NSB Checking	22 500 00	00.0
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	Payment	11/21/2007		Senhyood Gunanything		Accounts Receivable	90000	8.8
	Capost	11/21/2007		Bentwood Gunemithing	Depower	NSB Checking	03 D()#	9.00
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	Payment	C3/24/2008	17925	Nevada Water		Accounts Receivable	15,000,00	00:000:51
	Ceposit	03/24/2008	17925	Nevada Water	Deposit	NSB Checking	-15.000.00	000
	Payment	06/15/2008		Neveda Water		Accounts Recervable	15,000.00	15.000.00

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Accrual Gasis					Eidorado Hills, LLC General Ledger			
	Type	Date	Kum	Name	Menio	Niq2	Amount	Balance
	Deposit	07/02/2006		Neveda Water	Deposit	NSB Checking	15,000.00	00.0
	Current	8002/62/60		Bentwood Gunamithing		Accounts Receivable	1,600.00	5,600 00
	Payment	002/00/90	1702	Bentwood Gunsmithing	DLSC Record of Matt Babb Rent	Accounts Receivable	20,000 2	0.00
	Caposet	10/01/2008	1702	Bentwood Gunemitting	Deposit	NSB Checking	-2,880 00	000
Total Undeposited Funds							6.00	0.00
Utility Depasta								0,00
	1830 1	1002/62/90		QMMN)		Accounts Payable	00 000'S	8,000,00
							2,000.00	5,000.00
Real Property								000
Soulder Property								0.00
	General Journal	09/14/2008	Ę.		Pan Metel Property Closurig	-SPLIT-	22,000,000.00	22,000,500 00
	General Journal Desert	03/14/2006	13	the second second	Pan Mets: Property Cloping	Boulder Property	10,370 10	22.010.370.10
Total Bouldet Property	10000	000710760			HUYAR HERVER	NSR Checking	-10.370.10 22,000,000.00	22,000,000.00
Analysis and a source stopers	and the second se	1000						000
	General Journal	12/13/2008	11 8-06-4			Clothing Costin	15,207,00	15,207.00
	General Journey	10001001	1.6.86.07.2				no ano at	00 /0/ Cl
	General Journal	12/31/2007	cLB-BB-07-3			Bronning Conce	1 600 M	00 000 7 /0
Tabi Closing Casts Boulder Property							00'967'089	001.9494.088
Improvements-Cepitalized Costs								00.0
	General Journal	12/31/2006	1,18-06-5		Captalue 286 Canying Charges	-SPLIT-	103,590.46	103.590.46
	General Journal	12/31/2007	118-88-07-1		Capitalize Experises	Engureering Expense	3,929,301,22	4.032,801 68
	General Journal	12/31/2007	1,10-85-07.1		Do not capitalize expenses per Carlos and Sig	Mortgage	3,424,410,20	548,481 38
Total improvements-Capitalized Create							BE 197'975	548,451 38
Real Property - Other								00'0
Total Real Property - Other								0.0
Total Real Property							35,229,977,38	35,729,977,38
Accounts Payabia								0.00
	1782	00202000	24	Ret: Consulting inc		Consulting	-29,675,00	23,875.00
	89	8007/00/90	232648	Slater Hannan Group		Engineering Expense	4,495.00	34,370,00
	5 5 6	07/21/2005	E 2005-175 0000-003	OGI Environmental, LLC		Engineering Expense	- 10, 650, 00	45.320.00
		SUCCESSION OF THE SUCCESSION O	100000	Parts Lange no.		Engmeening Expense	1,500.00	49,820,00
	1 2	0002/11/200	E.0618692005-6	Secretary of State	Annuai Manabar/Martiber Filoso	tugeneening tugenee Puterneet Licentees & Feed	4,272.50 475.00	09 280 69
	Bit Pick -Check	06/17/2008	1001	OGI Environmental, LLC	•	NSB Checking	10,960.00	44.267.50
	Bill Pret Check	08/17/2008	1001	Secretary of State	Annual ManagerMontber Florg	M\$8 Checking	125 00	14,142,50
	Big Pret -Chack	DB/17/2006	1002	Slater Hanifen Group		NSB Checking	4,495.00	-39,647,50
	84	08/24/2006	C240647	Mercury LDO		Printing & Reproduction	-11 15	-33,653,65
	22. a	08/51/2006 P0//6/2006	232783	Slater Handan Group		Engmanng Expanse	6,800.00	46,458,65
		0007/00/60	C236/03	Mercury LDO		Printing & Reproduction	4177	46,470.42
	Bait Part -Charte	anus anna	and a	Mercury LUG		NSB Checking	2622	45,447.50
			ž	the finite state		N205 CREECING	20, 6/ 8, 62	16,572,50

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-7,135,3 177,614 e -7,135,3 -7,135,3 -7,130,0 -7,130,0 -4,605,0

Amount 4 500 00 5 2772 50 5 827 20 6 827 50 -687 50 Self. NAB Creating Nemo NOID Mercury LDC Construction and Amaccash Inc. Pro-Prove Construction Strong Perton Amaccash Inc. Pro-Prove Construction Mercury LDC Coll Innovements, LLC Mercury LDC Coll Innovements, LLC Mercury LDC Coll Innovements, LLC Mercury Coll Innovements, LLC Reg Consulting Inc Coll Innovements, LLC Reg Consulting Inc Coll Innovements, LLC Mercury Developed Mercury Pro-Pro-server Land Amaccash Developed Mercury Amaccash Developed Mercury Developed Coll LL Bendford & Conserver, LLC Mercury Developed Coll LL Bendford & Conserver, LLC Mercury Developed Coll LL Bendford & Conserver, LLC Mercury Developed Coll Coll Innovements Protection Neorada Prover Network Vice Density in: Stare Handina Croup Stare Handina Croup Stare Handina Croup Stare Handina Croup Mancos Uroposes LLC Adalaces Uroposes Adalaces Urop Num 1005 1014 1016 1015 1015 1035 1035 1035 1045 1045 1041 1041 2095163 2095163 1048 1048 E2007-131 318 1052 2942573 2942573 2942672 1007 1008 233004 233004 233072 233072 2348335 e de la 2989055 1077 1079 EFY 1055 1050 1050 1055 1055 1055 002/120/2002 06/24/2007 05/25/2007 05/25/2007 05/12/2007 05/12/2007 05/12/2007 05/12/2007 05/12/2007 05/25/2007 2446 Descrizione Descrizione Descrizione Descrizione 112(4):72(5) 112(5) 11 Type 14 Part Conexi 16 Part Conexi 18 Part

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Type	Date	ЧСП И	Nathe	Metho	5011	Amount	Balance
1761 1861	06/29/2007		Nevada Power		Gas & Electric	1,404.40	73,638.77
1941	06/30/2007	234071	Stater Hanifen Group		Engmeering Expense	-2,467 50	-32,154,27
1948	06/30/2007	3031521	Kunley-Horn and Associates inc		Engineering Expense	-13,031,51	-45, 185, 78
18	07.001200T		Boyd Comulting. LLC		Contuing	-2,000.00	51 521 17
15	01/01/2007	342	Rietz Consulting Inc		Consulting	-55,500.00	-102.685.78
	1002180/10	162/2	AGAIDE FILE EQUIPTENT		Ropaus	-1,644,58	-104,370.66
Bib Part -Check	07/1 0/2007	1085	Aliciate For Equipment		NSB Checking	1.584.88	-102.685.78
Bill Part -Check	01/13/2007	1069	Boyd Consulting, LLC		NGE Checking	2,000.00	100,685,78
Bill Pmt -Check	1002121/20	1030	Kimley-Hom and Associating Inc.		NS8 Checking	10,240.05	.75 A44 83
Big Pmt-Check	07/13/2007	1091	Stater Hanitan Group		NSB Checking	2,670,00	72,774.83
Bix Pmi -Chack	1002751120	577	LVMD		NSB Checking	371.42	72,403.41
Bill Prel -Check	07/16/2007	1092	Rist: Consulting Inc.		NSB Chesturg	56,500,00	18,903,41
64	07/11/2007	2007-05	Swine Agency, LLC		Marketing Expense	-65,000 00	81,503,41
Bis Pret Check	07/17/2007	1095	Sterra Agency, LLC		NSB Checking	65,000.00	16,903,41
Sil Prin - Chack	1002381470	143	Nevada Power		NSB Checking	1,404.40	-15,493.01
176	07/25/2007		Clark County Treasurer	1/1/07-9/30/08 Property Tax - Parcel# 189-11-002-001	Property	-12,420,25	27, 819, 26
9%	01/25/2007		Clark County Treadurer	1/1/07-6/30/08 Property Tax - Parcels 189-11-002-001	Property	-12,420 25	-40 339 St
H	07/25/2007		Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcels 169-11-002-001	Property	-12.420.05	-52,759 56
69%)	10027572001		Clark County Treesurer	1/1/07-6/30/08 Property Tax - Parcele 189-11-002-001	Property	-12,420,25	13 52 1 29-
But Pret - Check	01/25/2007	1100	Clark County Treasurer	1/1/07-6/30/08 Property Tax - Parcel# 189-11-002-001	NSB Checking	12,420.25	-52,758.56
Bill Prit -Check	01725/2007	1049	Kimley-Hom and Associates Inc.		NSB Checking	13.031 51	50.027,051
Karator Med Ba	01/25/2007	2001	Slater Hanifan Group		NSB Checking	2.467 50	25,092,75
BKI	07/26/2007		LWWD		Vitator	18.005-	-38,094,45
8	02/22/2002	5928200	WRG Detign fre		Engineering Expense	-2,500.00	40,594,46
\$ 94	07/31/2007		Neveda Power		Gas & Electric	2,441.81	43,038.27
20	100211210	C284229	Mercury LDO		Printing & Reproduction	539	43,041,66
84	01/31/2007	£2007-246	OGI Erwinniskinisk, LLC		generang Expense	1,631,15	44,872.81
8	07/31/2007	3080174	Kintley-Hum and Associates Inc.		Engineering Expense	-8.283 GM	50.856.45
5	01/31/2007	234304	Slatter Handan Group		Engreening Expense	-16,185,00	67,141,45
Bill Print -Check	08/11/2002	1104	Merbury LDO		NSB Checking	5 39	57,136.06
Bid Pret-Check	08/11/2002	1506	Nevada Power		NSB Checking	2,441 81	44,594 25
Bill Pret-Chack	08/11/2007	1103	CGI Environmental, I.LC		NSB Checking	1,631.15	01 230 23-
BIS Pric Check	1002/11:50	8	WRG Deagn Inc.		NSB Checking	2,500.00	60,563,10
法 1	2002/61/80	3122016	Kimiay-Hom and Associates inc.		Engineering Expense	2 325,59	62,949,98
2	1002/01/00	CZBH2448	Marcury LDG		Painting & Reproduction	BC:02-	62,970 34
Bill Print - Check	1002/02/80	EFT			NSB Checking	633.91	62,136,43
8 8		ţ				51 236	27,002,23
1	- university	8			Engineering Expense	5,604.47	-68,304 63
	DRONDOOD		New Andrews		Gan II. Element	00000210	N0 900'S.1-
1	2002/12/002	234342	Stater Handbar Group		Environment Evenen	N 04 00 1	23 CAU CO
1948	700/11/2007	234545	Sigter Mandan Group		Ensineering Expense	09.766	B4.071 15
2000	08/11/2007	0035805	WRG Design Inc.		Engineering Expense	1,350.00	45,421,15
Stud	08/31/2007		Boulder Disposel Inc.		Waste Management	18 541-	86,171 12
Big Pret Check	1202120180	1115	Kant Anderson		NSB Checking	5,250.00	-80,921,12
Ed Pret -Check	09/02/50/60	21112	Kimley-Hom and Associates Inc.		NSB Checking	6,283,64	74,637,48
Bill Pmr -Check	09/05/2007	1113	Mercury I.DO		NSB Checking	20.35	-74,617 12
Bill Print - Check	03/05/2007	1111	Slater Handan Group		NS8 Checking	16,185.00	58,432,12
Bill Print-Check	08/05/2007	1114			NSB Chacking	5,604 47	-52,827 65
1	09/10/2001	070001863454	State of Nevada AR Payments		Businees Licenses & Fens	-100.00	52,927 65
Bill Prist Check	1002121460	£FT	Aevada Power		NSB Checking	1,1608.96	51,118,69

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B@ Pret -Check	12/26/2007	1153	Owans Geotechnical, Inc.		NSB Checking	43,610,00	28,467.13
Bill Pint -Check	12/26/2007	1154	State of Neveda AR Payments	Buwness Loanse for Eldarado Hills, LLC for Penod Endir	NSB Checking	100.00	16,367 13
est.	12/27/2007		TWWD		Value	-462 03	26,829,22
341	12/29/2001		Nevada Power		Clas & Electric	1,413,00	28,242 22
	12/31/2007	;	Roulder Disposal Inc.		Waste Managemont	-245,99	28, 492, 21
	0012100		Neveds Fower		Nise Checking	1.245 33 2.475 45	-27,246.88
8		KUNAN MANNA	umana uebucamitar, and Maho international	ADD ALISOD LOSIES LOS KRIZZIAD ELECTOR	tingineering tixperita	-41.527.50 2 more en	30,376,38
Bit Prot - Check	01/10/2008	1158	Clerk County Treesurer	100.000-01-001 Meaney Tax - Parent 100-000-001	NSR Charlen	NU LICE CE	13 630 00
Bitt Pmt -Check	01/11/2008		Mabo internetional	With Transfer	NS8 Checking	0-9-64	22 356 30
	01/14/2003	1C3123-A	RUSHOURGRAFFIC		Marketing Expense	1,300 00	24.256.33
Bill Pmt -Check	01/15/2008	1157	RUSHOURGRAFFIC		NG8 Checking	1,300.00	-22,956,33
Bill Pret - Check	01/17/2008	EFT	CMMAC		NSB Checking	60.234	22,454,24
Bill Pmt -Check	01/25/2006	1158	Bouider Disposel Inc.		NSB Charking	248.09	22,244,252
Bill Print - Check	01/25/2008	551	Kimley-Hom and Associates Inc.	Origoing NDOT Coordination	NSB Chacking	283.50	21,960 75
Bill Prot -Check	01/25/2008	1160	Overs Geotechnicst, Inc.	Geotech Services for Rinker Quarty Site	NSB Checking	B, 127 50	27.628.CI
54	8002/62/10		DWWD		Vilation	-1,018.08	14,852.24
2	01/10/2008		Nevade Pover		Gas & Exercic	-1,567.18	-16,419,42
83	01/31/2/008		Boulder Disposal Inc.		Waste Management	67-252-	16,681.91
节 6	01/31/2009	332275	Kimiey-Hom and Associates Inc.		Enguisaring Expense	3,315,39	-19,397,29
iten B	32/01/2008		Kent Anderson		Ciezning & Janitoria)	-13,437,50	82 YOY 68
41 6 0	02/11/2008	2008024554	DCHBIM		Rent	-150.05	-33,584,84
Big Pres - Chenk	900/EV70	EFT	CMM0		NSB Checking	1,018,89	32,505,85
Big Print -Check	02/21/2008	1163	DOUBLM		NGB Checking	150.05	32,475,50
191	002/12/008	3353406	Kimley-Horn and Associators Inc.		Engineeding Expense	-267.75	32,663 55
Seco-sec ma	02/23/2008	1195	Bouttier Dieposel Inc.		NSB Chacking	262.49	12,421.05
Sil Part Chack	02/22/2008	11(65	Clark County Treasurer	1/1/07-5/2008 Property 7ax - Parcesa 189-11-002-001	NSB Checking	12,430,35	20,000.81
Bill Part Check	02/26/2008	EFT	Navada Power		NSB Checking	2,860.15	×17,020.63
291	02/26/2008		LWWD		Water	-262.37	17,283.00
Ť	02/29/2008	E2008-85	OGI Environmental, 1,LC		Engmeering Expense	-850 CG	-18,133,00
	02/29/2006	1165	Kumley-Horn and Associates Inc.		NSB Checking	3,583,13	14,549,87
Bill Pret Chock	8002/62/20	1165	OLD Environmental, LLC		NSB Checking	850 00	13,609.87
5.2	8002/62/20		Sayd Consulting, LLC	Meesarg with and BLM	Comuting	1,125 00	-14.324.87
	annaveren n	activity c	Salar Handen Gruns		congrouping caperate	00 Dec-	10 4/E'SS-
But Prot -Church		1177	Lant Anderen		Real President	07 007 °C	10 51 / 47-
20	03/02/20/00	1	Boulder Disponal Inc		Waste Management	67 CBC	11 638 86
1918 1918	03/14/2008	5963	ANTI		eenedx3 BuueenSu3	-9.100.00	20,638,66
Bid Pmt-Chack	03/17/2008	EFT	GWWNT		NSB Checking	10 202	67.378.45
BME	8002/91/60	3394574	Kimley-Hom and Associates Inc.		esnegza graneerse	53 585	-20,766.14
ά. C	03/28/7008		GWW1		With their	-228 44	20,902 58
<u>泉</u>	03/29/2008		Neveda Power		Gas & Electre	1,388,64	22,382,22
Bill Print -Check	03/31/2008	1175	Boulder Disposal Inc		NSB Checking	262.49	-22,119.73
Bill Pint-Check	03/131/2028	1176	Boyd Consulting, LLC	Moreting w/F S and 81.M	NSB Checking	1.125.00	21,994,73
Bill Print - Check	03/31/2008	1174	Numby-North and Associates Inc		NSB Checking	99 59C	10,659,08
Ba Part -Check	6002/16/60	8215	ANTI		NSB Checking	9,100,00	11,505.08
	04/01/2008		Boulder Dreppent inc		Waste Marnigement	262 48	11,167 57
i i	04/08/2008	40080408501	Mabo Internetiones		Marketing Expense	7.996.50	19,764.07
Bull	002/11/2008		LL Bradford & Company, LLC		Accounting	-1,550.00	-21,314.07
Bit Part Check	04/14/2008	1180	Bouider Dieposal inc		NSB Checking	262.49	-21,051,58
Bill Print -Charck	04/14/2008	1811	LL Bradford & Company, LLC		NSB Checking	1,550,00	19,501 58

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	Randial Power Rouse Obspeeline Reuse Obspeeline Reality Real Primatonal Bourde Manasi Inc Bourde Oscore LVVVD LVVVD LVVVD Bourde Dispealine Record Prover Real Prover	tia Annual Fee (cr. 71,03-40000) to Annual Fee (cr. 71,03-40000)	Cat & Electric Waters Management Peasage & Genery NSB Chrisching NSB Christhing NSB Christhing N	1,289,80 40,80 40,80 40,80 40,80 50,80 50,80 50,80 50,90	22,51965 04 22,528 52 22,528 52 23,5585 52 13,5585 52 14,42105 52 14,42105 52 14,42105 52 14,42105 52 14,42105 52 14,4205 53 14,12515 95 14,2515 95 14,2505 53 4,5205 53 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505 5,5505
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	FedEx Mather instruments Mather instruments Networks Chaovesi Inc. Bouckier Chaovesi Inc. LUVV0D ILVV0D Network Dispetal Inc. Bouelai Dener Seen Manhin Chrop LUVV0D Seen Art Enveromental Protect See Mather Dispetal Inc. 20 VDD VDD VDD VDD VDD VDD VDD VDD VDD VD	llo. Annual Fee far. 71,000-420,000 Los Annual Fee far. 71,000-420,000	Puzzage & Celinery NSB Chreaning NSB Chreaning NSB Chreaning NSB Chreaning NAB Chreaning NAB Chreaning NSB Chreani	86 55 1 86 55 1 86 55 1 19	-2,23,589 50 -14,273,01 -14,273,01 -14,273,02 -14,273,02 -14,275,05 -14,275,05 -14,275,05 -14,254,90 -14,254,9
	Mator international Marada Power Bouder Classes ho Stater internition Cloup LUVVAD LUVVAD LUVVAD Rounder Disposet he Bouder Disposet he LUVVAD LUVVAD Reset Propest he LUVVAD	llo, Annual Fee (sr. 771/03-470.02) So Annual Fee (sr. 771/03-470.02)	NSB Checking NSB Checking NSB Checking NSB Checking NSB Checking NARK Checking NSB Checking NSB	7,286,50 7226,59 7226,59 650,00 416,57 416,57 416,52 416,52 7,259,67 416,52 410	-15,573,00 -14,2773,01 -14,2773,01 -14,2773,05 -13,489,90 -13,279,96 -13,279,96 -13,279,96 -14,270,38 -4,200,38 -4,200,38 -4,200,38 -4,200,38
	Nexual Power Burder Desover Nexues Inc State Merch Oroug UVMD UVMD UVMD UVMD UVMD Burder Payers Bound Payers State Mode UVMD Burder Dispeak Inc UVDMBAD Payers VD Beach of Environment	tain Annuali Fee (cr. 71,103-401002) to Annuali Fee (cr. 71,103-401002)	NES Christing NES Christing	1,2264,58 550,05 550,05 550,05 550,05 550,05 50,05 51,255,67 51,255,67 51,255,67 51,552,575,575,575,575,575,575,575,575,575	-14.273.01 -14.273.01 -13.2795 10 -13.2698 10 -14.2466 57 -13.5756 05 -13.5756 05 -13.5756 05 -13.555 20 -4.2603 36 -4.2603 47 -4.2603 47 -4.2603 46 -4.2603 46 -4.26
	an liber Channess in Barath Anntha Chaunas in LVVVXD LVVVXD Menda Ehrener Menda Ehrener of Enverormental Protect Search Search Manho Chang LVVMD Search Enversion of Enverormental Protect	ito Aenual Fee for Tri (124-470.00) Ion Aenual Fee for Tri (124-470.00)	NSD Christong NSB Christong NSB Christong NAME Carl & Elocritic Victoria Managhanark Usa Panard Espense NSB Christong NSB Christ	282.49 850.00 180.54 180.54 180.55 19.525.67 10.525.87 10.525.95 10.525.95 10.525.95 11.555.95 11.555.955.955.955.955.955.955.955.955.9	-14,010 52 -13,279 56 -13,279 56 -13,279 56 -13,519 56 -14,255 23 -14,255 24 -14,255 24
	Surger Harrine Croup LVVAD LVVAD Harada Sharer Bouelar Dispatal Inc Bouelar Denar LVVAD Sater Manhin Croup LVVAD Bouelar Dispatal Inc VD Manhon of Environmentar Protect	llo. Annas Fee for, 71,00-470.003 Ko Annas Fee for, 71,03-470.005	NSB Checking NSB Checking VALRE VALRE VALRE VALRE VALRE MSS Checking NSS Checking	550.00 160.54 416.024 232.45 232.45 232.900 1,259.67 2,253.45 2,259.67 2,259.77 2,259.67 2,259.67 2,259.67 2,259.67 2,259.67 2,259.67 2,259.67 2,259.67 2,259.67 2,259.77 2,25	-13.486.52 -13.279.58 -13.279.58 -14.486.57 -14.486.57 -14.265.52 -14.265.52 -14.265.52 -14.265.52 -14.245.86 -14.245.96 -3.240.98
	1.VVAD 1.VVAD 1.VVAD 1.VVAD 1.VVAD 1.VVAD 1.VVAD 2.4.V.DARLA PARA 2.4.V.DARLA PARA 2.4.V.DARL	to Annual Fee to: 71103-670.000 to Annual Fee to: 711.03-670.000	N36 Checking VALEN: Cala & Electric Valese Management N35 Checking N55 Checking	18054 18051 126587 126248 1205867 1205867 1205867 1205867 1205867 120586 120596 120586 120586 120596 120586 120596 120596 120586 120596	113,279 58 113,899 50 113,899 57 115,215,05 115,215,05 115,2515 29 115,2515 29 115,2515 29 115,252
	I LEVRO Needal Power Bouder Disposal Inc Bouder Disposal Inc Needa Power LUVMD Durba Disposit Pro- VD Devalor of Environment Pomer	to, Annual Fee far, 71,034-830.03	Autor Can A Electre Vastes Managranter Ergenene NiS9 Christing NS8 Chrig	416.87 282.48 282.48 3292.48 3292.67 416.92 282.48 212.48 212.48 212.48 212.48 212.48	113,898 80 113,898 80 115,215,06 115,215,06 114,205 14,203 44,240,98 42,240,98 42,240,98
	Nevada Power Revada Power Bouder Disponer Nevada Power Stew Hanitan Group LVVVAD LVVAD Rouder Disponer Inc. 2 VDMAAAAA of Enveronmetar Priver	to Annual Fee for 71/03-470.003 to Annual Fee for 71/03-470.005	 Cal & Electric Vasas Managereiner Engineering Engineering Engineering Engineering NSS Chevalung NSS Cheva	2339 GC 2323 AS 2329 GC 2339 GC 2339 GC 416 92 282 AB 2309 GC 272 AB	14 346 57 15, 215 05 15, 519 06 14, 255 29 4, 920 38 4, 240 98 -3, 940 98
	34 V Diversion of Environmental Photocol Neverdia Power Neverdia Power Lurving Lurving Lurving Russionmental Photocol V Diversion of Environmental Photocol	las Annual Free far. 71.103-4703.03 Kontral Free far. 71.123-4703.05	voten varuparten Eugenering Expense NISB Checking NISB Checking NISB Checking NISB Checking NISB Checking Cleaning & Janmas	2022 40 2020 60 2022 1 2022 41 2022 43 2020 50 2020 50 200 2020 50 200 200 2000 50 200 200 2000 50 2000 200	-15,519,06 -15,519,06 -4,25533 -4,240,36 -4,240,36 -4,240,36
	Nevzda Power Sistem Mauftan Group LUVVMD Bouider Disposal (ne 4V Owedon of Environment Privers	to Annual Fee for 71/03-63005	Current Control NSS Checking NSS Checking NSS Checking NSS Checking Cashing & Anthonal Vates	2,259 67 9,339 00 4,16,92 242,48 320 00 1,756 00	4,255 29 4,920 39 4,503 47 4,240 98
	Sieter Manifan Group LVVVND Boukler Disposal (no 3V Diveson of Environmental Protect	to Annal Fee tur 711/28-63005	NISE Checking NISE Checking NISE Checking NISE Checking NISE Checking Cleaning & Junton	9,339 00 4 (6.92 262 49 300 00	4,92038 4,503.47 4,240.98 3,940.98
	LVVVD Boukler Disposal Inc. VV Division of Environmental Protect	so Annual Fee tur. 71 03-03005	NSS Checking NSS Checking NSS Checking NSS Checking Cleaning & Janmenal Video	262 48 202 48 300 00 1,756 00	-4,503.47 -4,240.96 -3,940.98
	Bouider Disposal Inc. AV Oweren of Environmental Protect	doi Annwai Fee turi 711/03-673005	NSB Checking NSB Checking Cleaning & Janmnal Video	262 45 300 00 1,750 00	-3,940.98
	V Division of Environmental Protect	tioi Annual Fee tor: 71/108-6130109	NSB Checkung Cleaning & Jantonal Vistor	30 80 750 80 7	-3,940.98
9/2/006			Cleaning & Jankonal Viater	00 05.1	
	Kant Anthron		Viater	5	5,690,98
8002/82/90	EWWD			651153	-6,266.51
00128/2008	Nevada Power		Gas & Electric	-1,326.60	10,595,31
06/30/2008	Boulder Disposel Inc.	Customer# 30-89 D	Waste Management	202.49	7,857,80
07/04/2008	Clark County Treasurer	7/1/08-6/30/08 Property Tax - Parceta 165-11-002-001	Property	-13,413.87	-21,271.57
07/01/2008	Clark County Trowsurer	7/1//08-6/30/03 Property Tax - Parcels 185-11-002-001	Property	13,413,87	34,885.54
07 101 12008	Clark County Treasurer	7/1/08-5/30/09 Property Tex - Parcele 189-11-002-001	Property	13,412.87	-48,050 41
	Clark County Treasures	7/1/05-6/30/09 Property Tax - Parcel# 185-11-002-001	Property	-13,413.67	-61,513,2%
07/17/2008 EFT	CVVVD		NSB Checking	577.53	80.935.75
	Navada Power		NSB Checking	1,326.80	-59,608,95
07/21/2006 1192	EWA		NSB Checking	3,900.00	-55,7CB 95
			NSB Checking	57 292	-55,448.45
			Support State	40.08 6.13 kg	50,405 45 11 00 12
\$1/30/2008	Nevada Power		Case & Fiscence	41T 28	57 145 KD
2002/15/20	Boulder Disposes Inc	Customers 30-89 D	Waste Management	273.25	-57, 619, 68
08/04/2008 1196	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parente 189-11-002-001	NSB Checking	13,413 87	-44,20B C1
	State of Nevada Business Latense Renewal	jarwar.	Bunnans Licenses & Fees	-100.00	-44,306.01
DB/OM/2008 118/	ets of Novada Business ("icense Renewal	te wait	NSB Checking	100 60	-44,206.01
05/06/2008 410	Rietz Consulting Inc.		Engmeering Expense	2,015 00	48.221.01
	Kent Anderson		Cleaning 5 Janitorial	-687.00	10 505 91
	Broukder Disposal Inc.	Customers 30-89 0	NSB Checking	82 E12	-15,634 73
	Riett Consulting Inc.		NSB Checking	2,015.00	-44,8118.72
	TVVVD		NSB Checking	523 63	44,095,89
08/15/2008 EFT	Neveda Pover		NSB Checking	1,417,28	-42,878,61
00/25/2000	TANAND		Whiter	-808.91	-43, 485 52
6062/62/90	Nevada Power		Gas & Electric	-1.519 02	-45,004.54
B00/2/ +E/90	Boulder Disposal Inc	Customers 30-69 0	Waste Management	-273.29	-45,277 83
06/17/2008	State of Nevada Business (scense Rener Licenses 010-1006607358	ver Lipense# 010-1006607358	Business Licenses & Fees	-100.00	15,37 83

Acquel Besis

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Accrual Basis					Eldorado Hills, LLC General Ledger			
	Type	Date	MUR	kame	Mamo	Spilt	Amount	Balance
	Bill Prm -Check	0002/11/00	EFT	Nevada Power		NSB Checking	1.519.02	43,585,52
	Bill Prrtt -Check	08/17/2008		ate of Nevada Business License Rener Licenses 012-1009807369	n Lucannesh D1D-1009807368	NSB Checking	100.00	-43,485,52
	000 000 0000	900Z/21/90	8	Rintz Consulting Inc.		Engmeeting Expense	8009	44 085.52
	Bill Part-Check	02219/2008	13	TAMAD		Granden and	2000	20 684 64
	2	00/23/2009		TWWD		Water	19-602-	12 969 01
	77 6 7	0002772/2008		Navada Power		Ges à Électric	1,241.36	44.209.37
	Bill Pret Check	10/21/2008	1,203	Clark County Treaturer	7/1/08-6/30/08 Property Tax - Parcel# 169-11-002-001	NSB Checking	28,614,61	30.795.50
	Bill Pint -Check	10/16/2008	EFT	Nevada Power		N5B Checking	1,241.38	TI TONIST
	Bill Pmt-Check	10/20/201	EFT	LVVMD		NSB Checking	CH-582	*2 H92 GZ
	Bill Pret -Check	10/27/2005	1205	Kent Anderson		NSB Checking	2.457.00	-26,627.74
Total Accounts Payatte							-26,82774	-26,827.74
Go Global Note Payable 🕸 22%.								0,00
	Depart	02/2006		Co Global, Inc.	Loan to cover uteraet payments	NSB Checking	-100.000.00	-100,000 00
	Ceposit	9002/62/50		Co Giobal, Inc	Loan to cover ANB interest Pyrnt	NSB Checking	-25,000.30	125,000.00
	Check	0002/21/01	1002	Go Global, Inc.	interest Payment on 5/2/04 joan 🕲 22% through 10/17/01	NSB Money Market	12,250,68	-112,749.32
	Guneral Journal	1002/2UD1	- Day	Go Glabal, Inc.	Accumutative Interest through 10/17/08	Interest Expense	-12,250.68	125,000.00
	t and		1206	Go Grandil no.	Presentation Partners N w. 20X 1044	NSB Checking	55,000 00	00:000:02
	General Journal	10/27/2008		Desert Lakes Holdmos 14.0	Geo to control to the second of the second of the second of the second of the second	(Ib) from Desert i alcas Hido	20 BAN 75	Se officier.
	General Journal	10/27/2005	11.5-85-07-9	Ge Ciobel, Inc.	Accumulated interest through 10/27/08	Interest Expense	C7 252	23,095,67
Total Go Global Now Payatile 🤮 22%							78.095.87	33.095.67
Athance Mortgage Nota								000
	General Journel	09/14/2006	13		Pan Metal Property Clowing	Boulder Property	16,500,000 00	16,500,000.00
	General Journal	05/28/2007			ANB Firences Refinence	Cloting Costs	28,078,890,713	596.370.62
	General Journal	05/19/2007			interest from 5/1/07-5/25/07 paid with AMB Refmence	Mortgage	148,968,25	450,412.57
	General Journal	100/16/190			Deferred Points Principal Balance part wANB Refinance	Loan Fees	-412,500 00	37,912,57
	General Journal	05/28/2007			Interest on 412.5K from 4/14-5/25 peed w/AMB Refinance	Loan Interest	6,256.32	31,556,25
	General Journal	1002/62/90			Interest on 412 5K from 9/14/06/4/14/07 paid w/ANB Raft	Loan interest	31,281,25	375.00
	General Journal	05/29/2007			Administrative & Demand Fee paid w/ANB Refinance	Clowing Costs	00 5/2-	000
Total Allance Morgage Note							0.00	00 Q
ANB Financial Loan								0.0
	General Journal	06/29/2007			AND Firstnois Refinence	Clourg Costs	21,200,000,000	21,000,000,000
	Transfer	05/10/2008			FCHC pass with hold (to credit to loan later)	Pulasic Sank MMA	508.003.60	-20,491,996 40
Total ANS Fetamual Loan							20,491,996,40	-20,491,956 40
Payroll LishUltian								0.00
Total Payroll Lisblities								0.0
Capital Ascounts								0.00
Antonio Naveda, LLC								0.0
Gapital								0.00
	Deposit	09/12/2006		D&D Properties, LLC	indui investrent	NSB Checking	-2,500,000,00	-2.500,000 00
Total Capital		10/2/12/00		Co Clobal, Inc	Yomir, LLC contribution for Antonio Nevada, 31.C	NSB Checking	-500,000,00 -3,000,000,00	3,000,000,000,6
itit								
Total Contributions								0000

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	Balense	00.00 22.230,000,002,2,2	3,000,000,00	00.0 00.0	63.6 00.0	000	0000 0000	80,000,000 50,000,000 -40,000,000	1,00 0.00	00°0	605 000	20,000.00	00°0	00'00'2-	325.00	250,325,00	266.825 00	270,575,000 00,3845,0175,	276.017.50	-285,337 50 The function	05 654 962-	-310,859,50	310,859,50	91,05 50,000,00
	Amount	00'000'002'Z	2,000,600.00			00.0		00 000 05- 04 000 05-				-50,000,00		00'002~	-125 00	-250,000,00	-14,000.00	00 053/E-	8,262,50	00 020''''	10,000,01-	15.000.00	310,869,60	50.000 00
	Bplif	NSB Checking	NSB Checking					NSB Checking						Buanass Licenses 6 Frees	Busness Licenses & Fees	Deposts for Closing Engineering Expense	Engineering Expense	Engineering Expense Lanat Kasa	Legal Faces	Engineering Expense	NSB Checking	NSB Checking		NSB Chacking
Eldorado Hills, LLC General Ledger	Neno							Capital Contribution						GG pard SOS-Artress of Org. fee its satisfied Externed M. Businerss (. 100-1944 5 f. 1944	GG paid SOS-Initial List of Members Filing Fee	Te report fatting 2.000 threedone in taken the purchase from Part Media Comportation (Part WC OGI Environmental, LLC inve 62008.78 parts by Gu-Anel Checket 1098	ALTA Survey	Invit E2006-110 part by GG-NSB Checke 1087 for Phase Invet 100059 PSA for Eldorado Hills baid by GG-NSB Ch	inv# 270955 paid by GG NS9 Chack# 1108	Inve 0003452 part by GG-NSB Checker106 The TOVOSB part by GG-NSB Checker 1105	GC to open new NSB checking account	CC to cover expenses		install lineestment
	m Name	Artifornia Nevada, LLC	Antonso Nevada, LLC					Eddyline (nvestravnik, LLC						Secrementy of State	Secretary of State	The region rainey zade prevocable in OGI Environmental, LLC	WRG Design Inc.	OGI Environmental, LLC Shreck Branone	Lionel Sawyer & Colinx	WRG Deegn inc Strart Represe	Go Giobal, Inc	Co Giebel, Inc.		liered Smath
	Date Num	2002/02/60	1002112/80					01/26/2007						03/15/2005 1	10/25/2005 2			06/23/2006 7		06/28/2006 9		08/18/2005		90520560
	Type	Check	Check					Cupose						General Journal	General Journal	General Journal	General Journal	General Journal General Journal	General Journal	General Journal General Journal	Deput	Deposit		Deposit
Accruit Basis		Distributions	Total Detributions	Net Profit or (Loss) Total Net Profit or (Loss)	Antorio Nevada, LLC - Other Tatal Artorno Nevada, LLC - Other	Total Antonio Nevada, LLC	Eddyline hvestments, LLC Capital Tosi: Capital	Conchbuctors Tessi Contributions	Cistrbutions Tots: Distrbutions	Net Profil or (Lass) Total Net Profit or (Loss)	Eddyläne investments, LLC - Other Tati Eddyline investments, LLC - Other	Tob! Eddyine invertments, LLC	Go Giobal, Inc. Access										l oth Capital	Cantributions

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	Type	Oate	Wum N	•HWN	Memo	3 plit	Amount	Bahange
	Deposit	03/03/2006		Go Globel, Inc.	CC to covar expension	NSB Checking	00.000,05-	90,000,06
	Depose	09/11/2006		Craig Duntap	initial (nyo atin ent	NSB Checking	50,000,08-	130,000,001-
	Depeat	2012/2008		Ene Rietz	instation in the second s	NSB Checking	-20,000,02-	00 000 051-
	teoda0	900ZE1460		Go Global, Inc	Advance from GG NSB LOC for cleans	NSB Checking	-850,000,008	-1.000,000,000
	Deposit	12/21/2006		Go Giobal, Inc	CC: Cover Aliance Interest Payment	NSB Checking	20,000,02	1,020,000,00
	Cepost	1002/91/10		Go Global, Inc.	CC: Peyback RG loan		50,000,02	-1.070,000 DD
	Deposed	1/31/2007		Ge Global, Inc	Capital Contribution to cover RG & PSP Loan Pymts		-120,000,00	-1,130,000,00
	Ceposit	1002/90/60		Go Globel, Inc	CC: Cover Appraces Fae	NSB Checking	-5.000 00	-1, 195,000.00
	Deposit	04/06/2007		Go Globel, Inc.	CC to cover 1/2 of Allianne Interest Pyint	NSB Checking	00.000,00-	-1,285,000,00
	Deposit	24/30/2007		Ge Globel, Inc	CC: No cover traterest expenses	NSB Chacking	240,000.00	1,525,000,00
	Depend	021321007		Go Global, Inc.	CC: Cover Rebert Ray Payback	NSB Checking	-285,000,00	1,810,000,00
	Deposit	0545/2007		Go Ginhel, Inc.	CC. Cover PGP Payment	NS8 Checking	-10,000.00	-1,820,000,00
	Deposit	08/24/2007		Go Global, Inc.	CC: Cover PSP Pyth	NS# Credicing	00 000'9	-1,625,000.00
	Deposed	2002/61/60		Ge Global, Inc.	CC to cover Ambric Neveda Payment	NS8 Checking	-2,230,000,00	1,055,000.00
	Deposit	11/16/2007		Ge Giotual, Inc	Load to cover Nov ANB Interest Pyrint	NSB Checking	-174,000.00	-4,228,000,00
	Cerposit	1002/05/11		Go Globat, Inc.	CC. Cover Expenses	NSB Checking	-5,000 00	-4,234,000 DQ
	Cepone	1002/12/24		Cio Giobal, Mc.	CC: COVER AND INCREMENT PAYMENT	NGG Chadding	-175,000.90	4,409,000,00
	Capoer	ON DOCTOR		Gin Global Inc.	the cover contracting mathematical statements	Note Charleng	00 000 (S)	1,454,000,00
	Canone	100000000		Go Global Inc	Love to cover axportes.	property post		100000 Vote V
	Cenned	000000000		Go Global Inc	I star to cover services have	NCB Charlenge		
	Decent	03/26/2008		Go Glabal Inc	I can to cover interest seconds	NCR Checking		
	Deport	05/29/2008		Ge Giebel Inc.	CC for ANB Interest Pure	WSB Checking	00.000 #5	A BER DOT TO
	Deposit	09/27/2008		Go Glabal, Inc	CC for ANB interest Payment	NSB Checking	34,000,00	1 900 000 D
	Deport	07/05/2006		Go Glabel, Inc.	Creposit	NSB Chertking	00.079.67-	010/3 516 1
Total Contributions							4,973,870,00	4 9/3.670 00
3								
Sucon provide								0.50
	General Journal	12/31/2004	1,1,8-06-3		Reclass	interest Expense	643,499 94	643,459 84
	Chack	06/14/2007	1080	Go Global, Inc.	Capital Distribution	NSB Chercking	200,000,00	843,499 94
	Transfer	1002161/180			Split 52.23M Combibution between CC & Loan	Oue (to) from Go Global	470,000 00	1,313,489.94
	Transfer	09/19/2002			Payoff Go Global Loan	Ge Ginbei Loan 🤬 8.25%	400,000,000	1,713,499-54
	General Journal	12/31/2007	11.9-36-07-2		Rectass per Carine	Consulting	1,420,000,00	1.00°00'0
Total Providence	General Journal	10/27/2008		Land Smith	Apply Jared's CO to DLSC Lean	Oue (to) from Desert Lakes Hilds	00 000 05	3,160,456.94
							3,183,499 94	3,183,496 94
Net Profit or (Loss)								0.0
Total Not Profit or (Laws)								000
Go Global, Inc Other								0.0
Total Go Global, Inc Other								0.00
Total Go Giobal, Inc.							2,101,229,56	-2,101,229 56
Ray Family Trust								0.00
Capital	į	No. 14 Sector		Total Control of Control				0.0
	Deposit	05/15/2007		Ray Family Trush Ray Family Trush	Deposit	Due (to) from Robert Ray Due for from Robert Bay	200,000,000 200 Sev Er	250,000 00
Total Capital							09 195 CH2-	283,501 80
CONTROLIOUS								0.00

Eldorado Hills, LLC General Ledger

Accrual Basis

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	Balança 0.00	90°0 000	0.00 0.00	00 .0	-283,561 50	0.0	0.085	0.00	600,000,000	-778,750,00			2,003,625,00		1	-2,091,625,00		2726,000.00	0.00	000	00'0	000	-2,141,525.00	0.00	000	4,576,416.16	0.00	000	0.00 2025 CC
	Amount				-283,561 60		250,000,025		-600,000 40	-178,750.00	-176.750.00	88,375,00	778 200 00	54,000.00	34,000.00	2,001,625,00		200,000.00					2,141,625,00			4.578.416 16			325.00
	Spir						Deposits for Glowing		NGB Checking	NSB Checking	NSB Checking	NSB Checking	NSB Checking	NSB Checking	NSB Checking		NSH Charleno												
Eldorado Hills, LLC General Ledger	Kamo						EWD		C far downg	C to cover Alisance interest Payments	C to cover Atlance interest Payments	C to cover 1/2 of Alliance interest Pyris	o su cover autorice interestir rayment. C Cover Antonio Nevada Payment	C for ANB interest Pymi	C to cover ANB interest Payment		azisi Distributor												
	Name						Nevata Title		The Ropch Family 2004 (revocable Tru CC for downg	The Rogich Family 2004 irrevocable Tru CC to cover Alliance interest Payments	The Rogich Family 2004 Interocalities Tru CC to cover Alliance Interest Faynents	The Rogen Family 2004 Bravesable Tru CC to cover 1/2 of Allance (Rearest Pyrn)	опи подых салоу коом плекоцион го СС и и секто минист планен гартан Тhe Rogeth Family 2004 інтекосарія Те, СС Сочет Алипор Nevada Раупиен	The Regich Family 2004 interestable Tru CC for ANB interest Pyrm	The Report Family 2004 irrevocable Tru CC to cover ANB interest Payment		ta Roomh Family 2004 (revocable Tru Carite) Distribution												
	Num						5			•				-			1079												~
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	đự l						Constat Journal		Depost	Deposit	Depose	Ceposit	Deposit	Cepose	Deposit		Check				le la	- Other							Clouing Entry
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Page 24 of 28

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	Spilt Arrount Balance	S	999	0.03 0.00	0.00 0.40	00 C			0.00 6.00	0.00 0.09	000	0.00 0.00 0.00	9010 9010 9020	800 800 800	90°9	90'0 00'0	000	9 0 0 0 0 0 0 0	900 000
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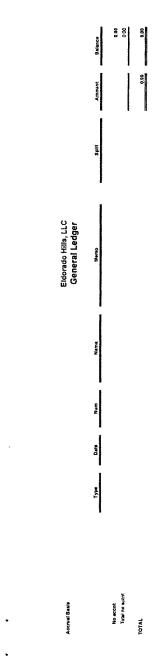
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EXHIBIT 4

EXHIBIT 4

		
1	DISTRICT CLARK COUNTY	
2		,
3	CARLOS A. HUERTA, an) individual; CARLOS A.)	
4	HUERTA as Trustee of THE) ALEXANDER CHRISTOPHER)	
	TRUST, a Trust established)	
5	in Nevada as assignee of) interests of GO GLOBAL,)	
6	INC.,a Nevada corporation;) NANYAH VEGAS, LLC, A Nevada)	
7	limited liability company,)	
8) Plaintiffs,)	
9) vs.)	CASE NO. A-13-686303-C
10) SIG ROGICH aka SIGMUND)	DEPT. NO. XXVII
10	ROGICH as Trustee of The)	
11	Rogich Family Irrevocable) Trust; ELDORADO HILLS, LLC,)	
12	a Nevada limited liability) company; DOES I-X; and/or)	
13	ROE CORPORATIONS I-X,)	
14	inclusive,)	DEPOSITION OF
15	Defendants.)	MELISSA OLIVAS
	NANYAH VEGAS, LLC, a Nevada)	
16	limited liability company,))	AT 9:02 A.M.
17	Plaintiff,)	3770 HOWARD HUGHES PARKWAY SUITE 300
18	vs.)	LAS VEGAS, NEVADA
19) TELD, LLC, a Nevada limited)	
20	liability company; PETER) ELIADES, individually and)	
21	Trustee of The Eliades) Survivor Trust of 10/30/08;)	
	SIGMUND ROGICH,)C	ONSOLIDATED WITH:
22	of The Rogich Family)	ASE NU.: A-16-746329-C
23	Irrevocable Trust;) * * * * *	
24	DEDODWED DV. MICHTELLE D FOR	DEVEN COD No. 076
25	REPORTED BY: MICHELLE R. FER JOB NO. 467	

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	Page 38		Page 40
1	BY MR. SIMONS:	1	Q. Okay.
2	Q. Were you tasked with the responsibility for	2	A. I received the QuickBooks.
3	communicating with Carlos on these financial matters by	3	Q. Okay. What's the difference between
4	Sig?	4	Exhibit 3 and the QuickBooks you are referencing?
5	A. Not specifically.	5	A. QuickBooks is the accounting software that
6	Q. That's just the role you had? It might not	6	produces this.
7	have been a specific, "Hey, you're doing this?"	7	Q. Oh, so you're saying you didn't receive this
8	A. Right.	8	hard copy, you received the software
9	Q. It's just that's just how it was done?	9	A. Yeah, I received
10	A. Yes.	10	Q the electronically stored information?
11	Q. Okay.	11	A. Yes.
12	Let's go back to Exhibit 1.	12	Q. Okay. But the QuickBooks program that you
13	A. (Witness complies.)	13	received is able to generate the exhibit we're looking
14	Q. Exhibit 1, that's the bank statement or at	14	at as Exhibit 3?
15	least the first pages of the bank statement for	15	A. Correct.
16	Eldorado Hills, LLC for the December 31, 2007,	16	Q. All right. What is this is called the
17	timeframe; right?	17	Eldorado Hills, LLC general ledger. What do you
18	A. Yes.	18	understand that to mean?
19	Q. Do you see on the deposits of 12/7,	19	A. It is the lists the transactions that were
20	1.5 million gets transferred in?	20	accumulated in the accounting software for that entity.
21	A. Yes.	21	Q. Okay. As part of the October 2008
22	Q. And you understand that at this point in time	22	transaction, we know that the books and records of
23	that that was Nanyah's investment?	23	Eldorado Hills were transferred from Carlos Huerta to
24	A. Yes.	24	Sig Rogich; right?
25	Q. When did you first become aware that Nanyah	25	A. Yes.
Γ.	Page 39		Page 41
	had invested 1.5 million into Eldorado Hills, LLC?	1	Q. All right. So when that transfer occurred,
2	A. October of 2008.	2	
3	Q. Do you remember the specific date?	3	A. I recall receiving the QuickBooks and I
4	A. No.	4	couldn't open it because it was a different version
6	Q. How did this Nanyah's investment into Eldorado Hills, LLC get brought to your attention?	6	than what I had.
7	A. Summer gave me a schedule that listed Nanyah.	7	Q. The QuickBooks, so did you receive it on a thumb drive or
8	Q. What did you do after you saw that	8	A. I don't recall, but something like that.
9	information?	و	Q. All right. So let's look at the you are
10	A. Asked who that is. I thought it was a	10	familiar with this what Exhibit 3, is. It's a
11	person.	11	report generated out of Eldorado Hills, LLC, QuickBooks
12	Q. Okay.	12	software?
13	(Exhibit 3 marked.)	13	A. Yes.
1	BY MR. SIMONS:	14	Q. All right. Now, let's look down on the very
15	Q. I'm going to give you what's marked as	15	first page. Do you see under the NSB checking
16	Exhibit 3. Are you familiar with this document?	16	A. Yes.
17	A. I have seen it before.	17	Q on the left column?
18	Q. Okay. What is it?	18	We go over. And we're going to look at
19	A. It's Eldorado Hills general ledger.	19	MR. LIONEL: I'm sorry. Where is that?
20	Q. Okay. When you say you have seen it before,	20	Thank you.
21	when do you first recall seeing it?	21	BY MR. SIMONS:
22	A. 2008.	22	Q. Do you see on September 11, 2006, there's a
23	Q. Can you give me the circumstances surrounding	23	deposit from Craig Dumlap?
24	how you received it?	24	A. Yes.
25	A. I didn't receive this exactly.	25	Q. Okay. Initial investment, \$50,000. Do you
1			

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1 THE WITNESS: This thing is so small. 1 Q. Okay. And so under Sig's contribution 2 MR. SIMONS: We will blow it up at trial. 2 responsibility would have been to come up with 3 BY MR. SIMONS: 4 0. Is that your understanding? 4 A. Yes. 5 A. Yes. 5 Q. Okay. Was it your responsibility as a VP of 6 Sig about, "My are we only providing 778,000 into Eldorado Hills so 7 Pinance to get this \$778,000 into Eldorado Hills so 7 of the 1.5 million we needed to pay?" 8 that Antonio debt could be retired? 8 A. No. 9 A. It was my responsibility to give it to 9 Q. Did you have anything regarding that topic 10 Q. Okay. But you knew because Carlos said, 11 A. No. 12 We're got to we need to retire this Antonio 12 Q. Did you just say, "Okay. Sig and Carlos mi 15 A. Yes. 15 LLC so we can get Antonio satisfied"? 16 Q. All right. 15 LLC so we can get Antonio satisfied"? 16 A. Yes. 16 A. No. 19 17 Now, we see the difference here is Carlos 18 page, depos	r			
 3 BY MS. SDCNS: 4 G. Is that your understanding? 5 A. Yes. 6 O. Okay. Nes it your responsibility as a V of 7 Finance to get this 5778,000 into Eldorado Hills on 9 A. It was my responsibility to give it to 9 A. It was my responsibility. 9 A. It was my responsibilities. 9 A. It was my responsibilities. 9 C. Okay. But you have any responsibilities. 10 Carlos. 11 A. No. 12 'Look, we've got to we need to retire this Antonio 13 Nevala debt. "And the under your responsibilities. 14 you have to get the noney on behalf of Sig Rogich? 15 A. Yes. 16 Q. All right. 17 Row, we are the difference here is Carlos 18 contributed 2.23 million and Sig Rogich provided 19 778,000 towards the satisfaction of this §3 million 10 doilgation. 12 A. Yes. 12 A. Yes. 13 A. No. 14 No. 15 a. Yes. 14 Yes. LUXEL: November 7 th? 15 A. No. 16 Carlos Haerta to retire this §3 million debt would be 's 16 A. No. 17 Carlos Haerta to retire this §3 million debt would be 's 18 and Carlos say. "Look, I'm going to pay extra 's the dath: advancement? 19 BY MS. SDCNS: 10 D. Did Carlos have any communications with You 11 A. No. Start's the dath con that? 11 A. No. 12 additional advancement? 13 A. Toot't remether. 14 By MITRESS: I don't remether. 15 MR. SIXONS: No. She 16 Carlos have any communications with You 17 A. That he would talk to Sig and just tell my. 18 A. They had yeah. They had the arrangements, a data the advancement? 14 A. They had yeah. They had the arrangements, a data the advancement? 15 A. They had yeah. They had the arrangements, a data that we are doing. 16 O. Key. Because you know that that's 17 A. Cherlos han	1	Page 54 THE WITNESS: This thing is so small.	1	Page 56 Q. Okay. And so under Sig's contribution
4 Q. Is that your understanding? 4 A. Yes. 5 A. Yes. C. Okay. Mas it your responsibility as a VP of 5 G. Okay. May the support of the support support of the support of the support of the support o	2	MR. SIMONS: We will blow it up at trial.	2	responsibility would have been to come up with
5 A. Yes. 5 Q. Okay. Mai i you responsibility as a V of f 6 P Finnets toget this \$778,000 into Ridorads Hills so 5 6 that Antonio debt could be retired? 9 A. It was my responsibility to give it to 7 7 7 0 Did you have anything regarding that topic 10 Carlos. 1 A. Wes. 9 Q. Did you have anything regarding that topic 11 Q. Okay. But you knew because Carlos said, 9 Q. Did you have anything regarding that topic 12 Took, we yoe to we need to retire this Antonio 13 have ande it worked out some arrangement. My 13 have as et b difference here is Carlos 11 A. No. 14 you have es the difference here is Carlos 13 have made it worked out some arrangement. My 14 you have es the difference here is Carlos 14 you have anything regarding that anyto communications with you 15 A. Yes. 7 Q. Okay. Do you so are if we go down that anything regarding that togic 14 you have anything regarding that bage meet bage and the systeme regard to have here signed to have here signed to have anything regarding that togic 14 15 A. Yes. 17 Q. Okay	3	BY MR. SIMONS:	3	1.5 million?
6 Q. Okay. Was it your responsibility as a VP of 7 Finance to get this \$778,000 into Ekdorado Hills so 8 that Autoci debt could be retired? 6 Sig about, "May are we only providing 778,000 instead 7 of the 1.5 million we needed to pay?" 9 A. It was my responsibility to give it to 10 Carles. 7 of the 1.5 million we needed to pay?" 1 A. Ox. 9 Q. Did you have anything regarding that topic 10 all? 11 A. No. 11 A. No. 12 Oxok, we've got to we need to retire this attantion 13 Nave to get the noney on behalf of Sig Rogich? 13 Have to get the noney on behalf of Sig Rogich? 11 A. No. 14 you have to get the noney on behalf of Sig Rogich? 16 A. Yes. 15 O. All right. 15 16 A. Wes. 16 A. Yes. 16 A. Wes. 17 O. Norwards the satisfaction of the S3 million 16 page. deposit November A and B inforces 16, 2007, 06 Global, loan to 10 10 000 Wender And S inforces 16, 2007, 06 Global, loan to 10 10 000 Wender And S inforces 16, 2007, 06 Global, loan to 10 10 0. Notheres 25, 2007, 06 Global, loan to 10 10 0. Notheres 26, 2002, 1000, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002, 2002	4	Q. Is that your understanding?	4	A. Yes.
7 Pinance to get this \$778,000 into Eldorado Hills so 7 of the 1.5 million we needed to pay? 8 that Antonio dobt could be retired? 8 A. No. 9 A. The was my responsibility to give it to 9 O. Did you have anything regarding that topic 10 Carlos. 9 O. Did you just aay, "Okay. Sig and Carlos mi 11 Q. Okay. But you knew - because Carlos said, 11 A. No. 12 Use you taves to get the money on behalf of Sig Regich? 14 O. Did you just aay, "Okay. Sig and Carlos mi 13 have add dbt." And then under your responsibilities, 14 A. No. 12 D. Did you just aay, "Okay. Sig and Carlos mi 14 you have to get the money on behalf of Sig Regich? 15 Li X. No. 12 A. No. 15 A. Yes. 14 O. Did you sees if we go doon that sai 18 page, deposit November 16, 2007, Go Global, lean to 10 ocortributed 2.23 million and Sig Regich provided 19 ocore November 7h? 20 Do you understand what do you have any 20 No. 19 ocores November 7h? 20 Do you understand what do you have any 20 No Merease 16h. 21 NFM. LICKEL	5	A. Yes.	5	Q. Okay. Did you have any communications with
8 that Antonio debt could be retired? 8 A. No. 9 A. It was my responsibility to give it to 9 Q. Did you have anything regarding that topic 10 Carlos. 9 Q. Did you have anything regarding that topic 11 Q. Okay. But you knew bacause Carlos said, 11 A. No. 12 Took, we've got to we need to retire this Attonio 11 A. No. 13 Newade debt.* And then under your reponsibilities, 11 A. No. 14 you have to get the money on behalf of Sig Rogich? 14 Obligation is just to get 778,000 to Bldorado Hills, 15 A. Yes. 15 Ld car we can get Antonio satified? 16 16 O. All right. 15 16 Newsice 16, 2007, 06 Global, loan to 16 O. Yes. 19 Q. Okay. Du you see if we go down that satified? 17 O. Do you understand what do you have any 10 Newsher A all in thereast pagement 174,000? 20 Ob you understand what do you have any 2 FM weige 55 New LinoEL: Nowether? 21 A. No. 2 We. LOREL: Nowether? 2 21 A. No.	6	Q. Okay. Was it your responsibility as a VP of	6	Sig about, "Why are we only providing 778,000 instead
9 A. It was my responsibility to give it to 9 Q. Did you have anything regarding that topic 10 Carlos. 10 A. No. 11 Q. Okay. But you have because Carlos said, 11 A. No. 12 "Look, we've got to we need to retire this Antonio 12 Q. Did you just say, "Okay. Sig and Carlos mi 13 Wavda debt." And then under your responsibilities, 11 have needs it worked out say. "Okay. Sig and Carlos mi 14 vol have to get the money on behalf of Sig Regich?? 14 biligation is just to get 778,000 to Gilohal, loan to 15 A. Yes. 15 LiC so we can get Antonio satisfied?? 16 O. May. Do you use if we go down that and 18 page, deposit Howesber 16, 2007, do Gilohal, loan to 19 orbigation. 20 No wet are set bailforenos here is Carlos 21 No. 21 A. Yes. 21 Wet. LiNEL: Nowesher 7ch? 22 22 Wet. SINCMS: 22 O. Do you understand what do you have any 23 23 No. 24 0. Are you there? 23 wet, LiNEL: It's the additional payment being made by 25 A. Yes. 2 Ne. SINCMS: No.	7	Finance to get this \$778,000 into Eldorado Hills so	7	of the 1.5 million we needed to pay?"
10 Carlos. 10 all? 11 Q. Okay. But you knew because Carlos said, 11 A. No. 12 "Look, we got to we need to retire this Atomio 12 Q. Did you just say, "Okay. Sig and Carlos m 13 Newvad debt." And then under your responsibilities, 13 have made it worked out some arrangement. My 14 you have to get the money on behalf of Sig Rogich? A. Yes. 16 A. Yes. 15 A. Yes. 16 A. Wes. 17 O. Okay. Do you see if we go down that sam 16 contributed 2.23 million and Sig Bogich provided 17 O. Okay. Do you see if we go down that sam 17 Now, we see the difference here is Carlos 17 O. Okay. Do you see if we go down that sam 18 contributed 2.23 million 20 A. Now. 10 OW response 20 Do you understand what do you have any 21 The UINEL: Nowenber 16.2007, Go Global, loan to 21 Materstanding of what the agreement was between Sig 23 D. West Site Now where rist? 21 Carlos Huerta with regard to how the 25 A. Yes. 22 D. Did Carlos say, "Look, I'm going to pay extr	8	that Antonio debt could be retired?	8	A. No.
11 Q. Okay. But you knew because Carlos said, 11 A. No. 12 "Look, we've got to we need to retire this Antonio 11 A. No. 13 Newada debt." And then under your responsibilities, 11 A. No. 14 you have to get the momey on behalf of Sig Rogich? 14 bobligation is just to get 778,000 to Eldorado Hills, 15 A. Yes. 15 LGC so we can get Antonio satisfied? 16 Q. All right. 16 A. Yes. 17 Now, we see the difference here is Carlos 17 O. Okay. Do you see if we go down that san 18 contributed 2.33 million and Sig Rogich provided 15 ore November 16th. 18 page, deposit Hovember 16, 2007, Go Global, loan to 16 19 Rogich and Carlos Huerta with regard to how the 21 New thore 16th. 21 A. Yes. 21 New thore? 22 22 Or Do you understand what do you have any 22 THE WITNESS: 16th. 23 understanting of what the agreement was between Sig 23 BY WE. SUMMS: 2 24 Carlos Muerta to retire this \$3 million Page 2 Net. LICNEL: L	9	A. It was my responsibility to give it to	9	Q. Did you have anything regarding that topic at
12 "Look, we've got to we need to retire this Antonio 12 Q. Did you just say, "Okay. Sig and Carlos me arrangement. My 13 Newada debt." And then under your remponsibilities, in a have made it worked out some arrangement. My 14 you have to get the money on behalf of Sig Regich? 15 have made it worked out some arrangement. My 14 you have to get the money on behalf of Sig Regich provided 16 have made it worked out some arrangement. My 15 0. All right. 15 L6 ave can get Antonio satisfied?? 17 Q. Okay. Do you see if we go down that and its continued 2.23 million and Sig Regich provided 18 page deposit November 16, 2007, do Global, loan to over November 1 and Bitterest payment 174,000? 20 Obigation. 20 A. November 16th. 21 MR. LINNEL: November 7th? 21 A. Yes. 21 MR. LINNEL: November 7th? 22 THE WITNESS: 16th. 23 understand what +- do you have any communications vers. 23 MR SINNES: 24 0. Are you there? 24 Rogich and Carlos Huerta vith regard to how the 25 A. Yes. Page 25 A. No. 30 and Icale Size and Administry and Matche anteers 34 B. Are you there?	10	Carlos.	10	all?
13 Nevada debt." And then under your responsibilities, 13 have made it worked out some arrangement. My 14 you have to get the money on behalf of Sig Rogich? 13 have made it worked out some arrangement. My 15 A. Yes. 14 obligation is just to get 778,000 to Eldorado Hills, 16 O. All right. 16 A. Yes. 17 Now, we see the difference here is Carlos 17 O. Okay. Do you seese if we go down that same later of this \$3 million 20 obligation. 20 A. Yes. 21 MR. LICNEL: November 7(h? 21 A. Yes. 22 THE WITNESS: 1 don't regard to how the 23 BY MR. SINONS: 24 A. Yes. 22 O. Did Carlos say, "Look, I'm going to pay extra 3 ane is if? Mari's the date on thac? 4 3 A. No. 3 ane, SINONS: No. She 7 Q. Did Carlos have any communications with You 3 ane we're going to handle my 3 A. No. 11 Q. Okay. How the se advancements for the full 3 ane is if Y Mari's the date on thac? Mini in general having these 3 A. No. 16 FW MR. SINONS: Right here. This one 7	11	Q. Okay. But you knew because Carlos said,	11	A. NO.
14 you have to get the money on behalf of Sig Rogich? 14 obligation is just to get 778,000 to Eldorado Hills, 15 A. Yes. 15 L/C so we can get Antonio satisfied?? 16 Q. All right. 16 A. Yes. 17 Now, we see the difference here is Carlos 16 A. Yes. 18 contributed 2.23 million and Sig Rogich provided 18 page, deposit November 16, 2007, 60 Global, loan to 19 78,000 towards the satisfaction of this \$3 million 20 A. November A and B interest payment 174,000? 20 obligation. 20 A. November A and B interest payment 174,000? 21 A. Yes. 21 MR. LICNEL: November 7th? 22 Do you understand what do you have any 22 THE WITNESS: 16th. 23 muderstand of Carlos weret a with regard to how the 24 Q. Are you there? 24 Rogich and Carlos Wereta with regard to how the 24 Q. Are you there? 25 A. Yes. Page 1 Q. Okay. Did you have any communications 25 hardle? MR. LICNEL: It's been asked and answered. 5 FM R. SINCNS: Right here. This one. 6 FM R. SINCNS:	12	"Look, we've got to we need to retire this Antonio	12	Q. Did you just say, "Okay. Sig and Carlos must
15 A. Yes. 15 LLC so we can get Antonio satisfied? 16 Q. All right. 16 A. Yes. 17 Now, we see the difference here is Carlos 17 Q. Okay. Do you see if we go down that as an see a transfer out the additional advancement? 16 A. Yes. 17 Q. Okay. Do you see if we go down that as an advancement? 17 Now, we see the difference here is Carlos 18 page, deposit Nowmber 16th. 19 778,000 cowards the satisfaction of this \$3 million 19 over November 4 and B interest payment 174,000? 20 A. Yes. 20 A. November 7 th? 22 21 Q. Do you understand what do you have any communications +- for Mark 11 log there. This one. 5 FM we linkits: I don't member 3 A. No. 3 G. Did Carlos say, "Look, I'm going to pay extra 5 FM we linkits the date on that?	13	Nevada debt." And then under your responsibilities,	13	have made it worked out some arrangement. My
16 0. All right. 16 A. Yes. 17 Now, we see the difference here is Carlos 17 0. Okay. Do you see if we go down that ear 18 contributed 2.23 million and Sig Rogich provided 18 page, deposit November 16, 2007, Go Global, Loan to 20 obligation. 20 A. November 16th. 21 21 A. Yes. 21 MR. LIONEL: November 7th? 22 Q. Do you understand what do you have any 22 THE WITNESS: 16th. 23 understanding of what the agreement was between Sig 23 EV MR. SINONS: 24 Rogich and Carlos Huerta with regard to how the 24 Q. Are you there? 25 overspayment or the additional payment being made by 25 A. Yes. 25 overspayment or the additional advance later?? Q. Okay. Did you have any communications 2 handled? 0. Okay. SINONS: No. She 9 O. Did Carlos have any communications with You 3 A. I don't remember. 9 mothly interest payment? 9 Nothly there early availing what the Sig and just tell may. 3 A. I don't remember?? 10 A. I areall hand ingener 10 A. I are	14	you have to get the money on behalf of Sig Rogich?	14	obligation is just to get 778,000 to Eldorado Hills,
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24 Q. Well, did you know it was \$3 million? 24 Q. And then we see a transfer out the next day		_		
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r	Page 58		Page 60
1	A. Yes.	1	Q. Was the LLC formed?
2	Q. Did you have an understanding that the	2	A. Pardon?
3	Eldorado your understanding is this 1.5 million was	3	Q. Was the Canamex LLC formed?
4	Nanyah's investment?	4	A. Yes.
5	A. I did not know about it.	5	Q. Who were the members?
6	Q. No. Do you understand that now?	6	A. I don't know.
7	A. Yes.	7	Q. Who were the managers?
8	Q. That that's what Nanyah's okay.	8	A. I don't know Carlos.
9	Now, do you have any recollection of	9	Q. Was Sig Rogich or any of his trust entities a
10	communications with Carlos that the money that was	10	member of the LLC?
11	being invested from Nanya was going to be used to repay	11	A. I don't know.
12	all these additional advances Carlos had made on behalf	12	Q. Did you have any responsibility with regard
13	of Eldorado Hills, LLC?	13	to Canamex, LLC?
14	A. I did not.	14	A. No.
15		15	
			Q. Did to your knowledge, was there any
16	communications took place?	16	monies invested by Sig or any of his trusts into that
17	A. I do not.	17	entity?
18	Q. Did you believe or have any understanding	18	A. No.
19	that Carlos was loaning money to Eldorado Hills, LLC,	19	Q. Is it an existing entity?
20	to pay its debt service without the desire to be repaid	20	A. Pardon?
21	those advances?	21	Q. Is it an existing entity?
22	A. I was not involved in how all these	22	A. Is it an existing entity?
23	transactions that you're showing me, I did not know	23	Q. Yes.
24	anything about it.	24	A. Okay yes.
25	Q. Fair enough. I'm trying I get to explore	25	Q. Yes?
	Page 59		Page 61
	your understanding.	1	A. What I don't understand what you are
2	A. Yes.	2	5
3	Q. So did you have and understanding that Carlos	3	Q. Yes. Give me a second.
4	was just giving this money and paying these monies on	4	You're familiar that in this lawsuit there's
5	behalf of Eldorado Hills, LLC without the belief that	5	things called "Request For Production Of Documents"?
6	he would be repaid?	6	A. Yes.
7	MR. LIONEL: Well, objection. That's calling	7	Q. And you were tasked with, as I understand it,
8	for speculation.	8	to assemble the documents responsive to any requests?
9	MR. SIMONS: No. I'm asking for her	9	A. Yes.
10	understanding.	10	Q. All right.
11	THE WITNESS: I did not know what they were	11	(Exhibit 4 marked.)
12	doing.	12	BY MR. SIMONS:
13	BY MR. SIMONS:	13	Q. I'm going to give you an Exhibit 4.
14	Q. Fair enough. But if you didn't know what	14	
15	they were doing, did you have any understanding, one	15	case, Bates No. RT 363 through 407. Does the review of
16	way or another, that Carlos was giving money to	16	this document refresh your recollection about CanaMex
17	Eldorado Hills, LLC without the expectation of not	17	at all?
18	being repaid?	18	A. No.
19	A. I don't know what Carlos was thinking.	19	Q. Okay. Do you see the footer on the bottom of
12	Q. So the answer is: You don't have an	20	the page?
19 20		21	A. Yeah.
20	understanding one way or the other?		
20 21	understanding one way or the other? A. Right.	22	0. Do you know whose footer that is?
20 21 22	A. Right.	22 23	Q. Do you know whose footer that is? A. No.
20 21 22 23	A. Right. Q. What was Canamex Nevada, LLC?	23	A. No.
20 21 22	A. Right.		

	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			
13	* * * *	12	Page Line Reason
14		13	From to
1	T METICER OF THRE demonstry howain do howahy contifu	14	Page Line Reason
15	I, MELISSA OLIVAS, deponent herein, do hereby certify	15	From to
16	and declare under the penalty of perjury the within and	16	Page Line Reason
17		17	From to
18	action; that I have read, corrected and do hereby affix	18	Page Line Reason
19	my signature to said deposition.		
20		19	From to
21		20	Page Line Reason
22		21	From to
	MELISSA OLIVAS, Deponent	22	Page Line Reason
23		23	From to
		24	
24		25	
25		4.5	
	Page 215	-	
1	CERTIFICATE OF REPORTER	-	
2	STATE OF NEVADA)		
	COUNTY OF CLARK)		
3	I, Michelle R. Ferreyra, a Certified Court		
4	Reporter licensed by the State of Nevada, do hereby		
5	certify: That I reported the deposition of MELISSA		
6	OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at		
7	_		
8	That prior to being deposed, the witness was		
9	duly sworn by me to testify to the truth. That I		
10			
	written form, and that the typewritten transcript is a		
	complete, true and accurate transcription of my said		
1	stenographic notes, and that a request has been made to		
J	review the transcript.		
15	I further certify that I am not a relative,		
16	employee or independent contractor of counsel or of any		
17	of the parties involved in the proceeding, nor a person	-	
18	financially interested in the proceeding, nor do $\ensuremath{\mathtt{I}}$ have		
19	any other relationship that may reasonably cause my		
20	impartiality to be questioned.		
21	IN WITNESS WHEREOF, I have set my hand in my		
22	office in the County of Clark, State of Nevada, this		
23	7th day of May, 2018.		
24	• •	-	
	Actille Richargen.		
25	MICHELLE R. FERREYRA, CCR No. 876		
Ľ			

EXHIBIT 5

EXHIBIT 5

JA_005987

DISTRICT COURT 1 2 CLARK COUNTY, NEVADA * * * * * * 3 CARLOS A. HUERTA, an individual; 4 CARLOS A. HUERTA as Trustee of 5 THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interest of GO 6 GLOBAL, INC., a Nevada 7 corporation; NANYAH VEGAS, LLC, a Nevada limited liability company, 8 Plaintiffs, Case No. A-13-686303-C 9 Dept. No. XXVII vs. 10 SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family 11 Irrevocable Trust; ELDORADO HILLS, LLC; et al., 12 13 Defendants. 14 AND ALL RELATED MATTERS 15 16 17 DEPOSITION OF 18 SIGMUND ROGICH 19 Las Vegas, Nevada May 24, 2018 20 21 9:57 a.m. 22 Reported by: Heidi K. Konsten, RPR, CCR 23 Nevada CCR No. 845 - NCRA RPR No. 816435 24 JOB NO. 470878 25

SIGMUND ROGICH, VOLUME I - 05/24/2018

1 (Weberupon, the record was real.) 1 general ledger right? 2 NR. LICKE. Some objection. 3 Q Okay. And let's look at what the 3 BY MR. SIMENS: 3 Q Okay. And let's look at what the 5 A That's what it says here. 5 Do you see the NBB checking? Can you see that over has? 6 0 I understand what it says. 6 See that over has? 7 I'm asking for objection. 8 See that over has? N Asi. LICKE: I'm making an objection? 10 understanding is irrelevant. We're talking about 10 wrong, because that's what it's the objection? 11 what the document says. 11 NR. SIMMS: 13 General ledger was prepared by Calco Bueta atter 12 P (R. SIMMS) 11 NR. SIMMS: 13 general ledger was prepared by Calco Bueta atter 13 Q You can ave stating - following up on 15 NR. SIMMS: 16 14 I clon't have any understandig. I'm 18 MR. SIMMS: 18 14 I clon't have any understandig. I'm 18 <th></th> <th>Page 54</th> <th></th> <th>Page 56</th>		Page 54		Page 56
3 BY MR. SINNNS: 3 Q Okay. And let's look at what the general ledger is telling us. 4 0 Did you understand that? 4 5 A That's what it says here. 5 D you sae the NBS checking? Can you 6 9 I understand what it says here. 7 A Yes. 11 what the document says. 7 A Yes. 7 12 BY MR. SINONS: and it says here. 13 9 O words, beak it says here. 13 Q Tou cang o ahead and answer. 14 A It's what it says on page 521. 19 9 So you have no understanding. I'm 16 Q Tokay. I'm asking following up on 10 16 5 MR. SINNS: 13 14 on't have any understanding. I'm 17 N. SINNS: 18 9 O kay. I'm asking following up on 10 14 A I don't have any understanding. I'm 17 17 N. SINNS: 18 9 O kay. I'm asking following up on 10 15 O Including entering into obligations on 10 So you have no understanding. I'm 17 17 N. Sint's the ablase C	1	(Whereupon, the record was read.)	1	general ledger; right?
4 0 Did you understand that? 5 A That's what it asys here. 5 Do you see the NEB checking? Can you 6 0 I understanding is relevant. We're talking about 5 Do you see the NEB checking? Can you 7 I's asking for your understanding FM R. LICKEL: S'm making an objection for 9 ME. LICKEL: Objection. His 9 10 understanding is irrelevant. We're talking about 9 11 Wat the document says. 11 MR. SIMONS: Must's the objection? 12 BY MR. SIMONS: 12 MR. SIMONS: Must's the objection? 13 Q Okay. I'm saking following up on 15 MR. SIMONS: Nat's the objection? 14 A I'ts what it says on page 521. 16 FM R. SIMONS: 18 15 Q Okay. I'm saking following thether or 10 Wat did you understand it, for 15 Page 57 18 PM R. SIMONS: 18 PM R. SIMONS: 16 Fildorsdo Hills. LLC? Page 57 1 1 1 17 A That's correct. Page 57 1 1 1 16 A That's correct.	2	MR. LIONEL: Same objection.	2	A Yes.
5 A That's what it says here. 5 Do you see the NSB checking? Can you 6 0 I understand what it says. 7 7 T's asking for your understanding 8 separate and apart from that agreement. 9 MR. LIONEL: (bjection. His 10 10 understanding is irrelevant. We're talking about 11 MR. LIONEL: That general this 11 what the document says. 12 MR. LIONEL: That general this 12 BY MR. SIMONS: 13 general ledger was prepared by Carlos Haerta after 14 A It's what it says on page 521. 19 Q NR. SIMONS (May. T'm asking following up on 14 Joor takes a sating following up on 10 NR. SIMONS (May. Too can save that 15 Q Okay. I'm asking following up on 10 NR. SIMONS (May. Too can save that 16 for trial, because that's what it's going to get 17 A A Co chay. I'm asking following up on 16 You can go abad and answer. 10 Q O way. Is a that so we're 17 A I don't haw any understanding whether or Page 57 16 A The understanding in the so a	3	BY MR. SIMONS:	3	Q Okay. And let's look at what the
6 0 I understand what it says. 6 secarts and apart from that agreement. 7 NR. LIGNEL: Cipiction. His 7 A Yes. 10 understanding is irrelevant. We're talking about what it document says. 9 NR. LIGNEL: I'm making an objection for the record, if I may. I believe and I may be wrong, because there's no date 11 What Sthe document says. 9 Were, SIMONS: 12 BY MR. SIMONS: 10 Wrong, because there's no date 13 Q You can go ahead and answer. 11 NR. SIMONS: What's the dojection? 14 A I't's what it eays here. 11 NR. SIMONS: What's the dojection? 15 Q Okay. I'm asking - following up on toore incord in Eldorado. 15 NR. SIMONS: Okay. Yoo can save that toor incord in a stod Sun Olay superstanding. 16 y our canse nuderstanding. I'm 18 BY MR. SIMONS: 10 O May. Lat me scill just so we're 20 ondors methods with in the canse to Eldorado 21 was responsibilities were when it case to Eldorado 21 A The understanding in know is that Carlos 21 was responsibilities were when it case to Eldorado 21 A The's correct.	4	Q Did you understand that?	4	general ledger is telling us.
7 I'm asking for your understanding 7 A Yes. 8 separate and apart from that syscement. 9 MR. LICOEL: I'm making an objection for the syscement is irrelevant. We're talking about 10 what the document says. 9 WR. LICOEL: I'm making an objection for the syscement is irrelevant. We're talking about 11 what the document says. 10 Wrong, because there's no date 12 MR ICOEL: That general this 13 Q Tou can go abead and answer. 11 MR. SIMONS: What's the objection? 14 A It's what it says here. 13 general ledger was prepared by Curlow Herta after 14 A It's what it says here. 13 general ledger is ir's oping to get 15 Q Okay. I'm asking - following up on 16 for trial, because that's what it's going to get 16 your understanding. 17 70. 18 BY MR. SIMNS: 16 g Indivit see anything. 10 Q Okay. Let metall just so we're 17 Q Including entering into abligations on 20 what did you understand it, for 17 Q Including entering into abligations on 24 What did you understand Helisse Olivas' 18	5	A That's what it says here.	5	Do you see the NSB checking? Can you
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9 MR. LIGNEL: Objection. His 9 the record, if I may. I believe and I may be wrong, because there's no date 10 understanding is irrelevant. We're talking about 10 wrong, because there's no date 12 BY MR. SIMONS: 11 NR. SIMONS: What's the objection? 12 BY MR. SIMONS: 12 MR. LIONEL: That general this 13 Q You can go ahead and answer. 13 general ledger was prepared by Calos Haerta after 14 A Tt's what it says on page 521. 13 14 He was no longer involved in Eldorado. 15 your understanding. I'm 18 BY MR. SIMONS: Okay. You can save that 16 your understanding. I'm 18 BY MR. SIMONS: Okay. You can save that 16 o So you have no understanding whether or 10 Q Okay. Lat me tal just so we're 21 A The understanding into obligations on 25 Pare 57 12 24 Q Including entering into obligations on 26 You inderstand Halissa Olives' 25 A That's correct. Page 55 1 Rille, LLC, and your investmant? Page 57 25 A Up until the time thathe committed 2 <	7	I'm asking for your understanding	7	A Yes.
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12 BY MR. SINCNS: 12 MR. LIONEL: That general this 13 Q You can go ahead and answer. 13 general ledger was prepared by Carlos Huerta after 14 A It's what it says here. 14 he was no longer involved in Eldorado. 15 Q Okay. I'm asking following up on 15 MR. SINCNS: Okay. You can save that 16 your understanding. I'm 16 for trial, because that's what it's going to get 17 A I don't have any understanding whether or 16 for trial, because that's what it's going to get 17 A I don't have any understanding whether or 17 general ledger was prepared by Carlos Huerta after 18 gut referencing what it says on page 521. 18 BY MR. SIMCNS: 21 A The understanding I know is that Carlos 21 was responsible, as I understand it, for 22 Huerta an Eldorado Hills, ILC? 22 participating and overseeing well, let's do 23 I and you were acceptable and comfortable 4 i Hills, LLC, and your investment? 2 Q And you were acceptable and comfortable 5 11 Q Exp., So Ms. Olivas says on page 39 3 A No, it's not an allegation. He did. He <td>10</td> <td>understanding is irrelevant. We're talking about</td> <th>10</th> <td>wrong, because there's no date</td>	10	understanding is irrelevant. We're talking about	10	wrong, because there's no date
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15 Q Okay. I'm asking following up on 16 15 MR. SIMONS: Okay. You can save that 16 16 16 your understanding. 17 A I don't have any understanding. I'm 18 17 A I don't have any understanding whether or 20 18 BY MR. SIMONS: 19 Q Okay. Let me tell just so ve're 20 18 The understanding i know is that Carlos 17 You. 21 A Inderstanding i know is that Carlos 21 A The understanding into obligations on 23 16 BY MR. SIMONS: 22 participating and overseeing well, let's do 23 23 23 I dich't see anything. 22 participating and overseeing well, let's do 23 24 What did you understand Helissa Olivas' 24 Q Including entering into obligations on 24 Page 55 1 Hills, LC, and your investment? 2 2 A That's correct. Page 55 1 Hills, LC, and your investment? 2 A 1 already answerd it. 3 Q I know, but I I don't know if I 4 3 a that authority that Mr. Heerta was exercising 3 Q I know, but I I don't know if I	13	Q You can go ahead and answer.	13	general ledger was prepared by Carlos Huerta after
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17 A I don't have any understanding. I'm 17 you. 18 just referencing what it says on page 521. 18 BY MR. SIMONS: 19 Q So you have no understanding whether or 19 Q Okay. Let me tell just so we're 20 not Carlos Haerta has a 20 Page 55 21 A The understanding I know is that Carlos 21 putting this on the record, I asked Ms. Olivas 23 I didn't see anything. 22 putting this on the record, I asked Ms. Olivas 24 Q Including entering into obligations on 23 this. 25 Dehalf of Eldorado Hills, LLC? Page 55 1 Hills, LLC, and your investment? 2 Q And you were acceptable and comfortable Mat that authority that Mr. Huerta was exercising 3 Q I know, but I I don't know if I 3 with that authority that Mr. Huerta was exercising A You did, and I answered that. 3 Q I know, but I I don't know if I 3 on bahlf of Eldorado Hills, LLC? 5 LLC. 6 A You did, and I answered it. 3 Q Kay. Let's look at Exhibit 3. 10 A Yes. 10 A Yes. 11 Q Okay. Let's	15	Q Okay. I'm asking following up on	15	MR. SIMONS: Okay. You can save that
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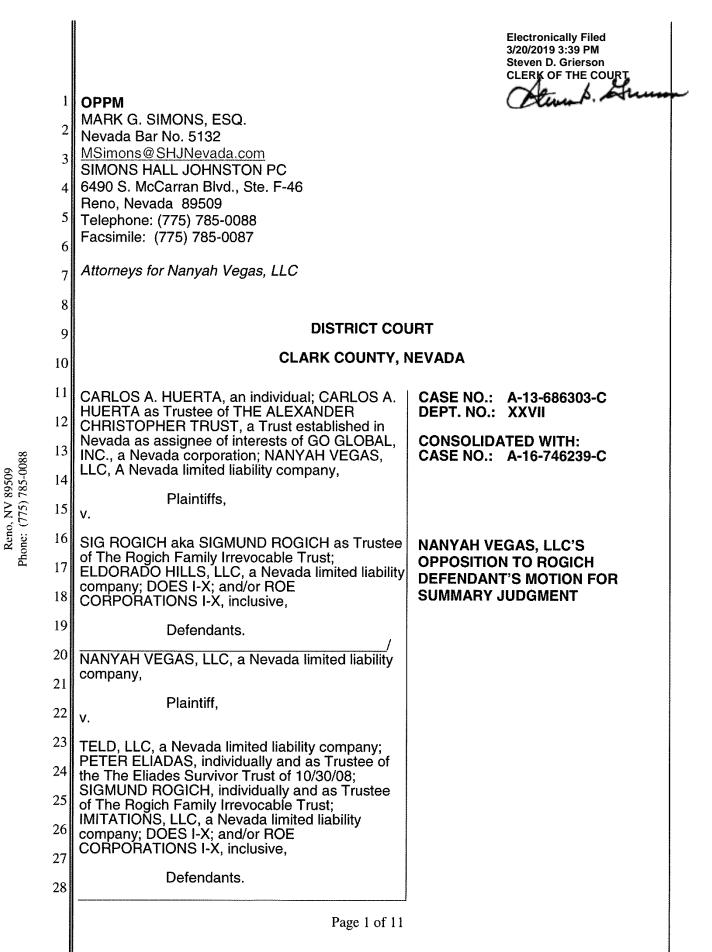
	Page 210		Page 212
1	Q Yes.	1	surely.
2	A I don't recall. I haven't talked to her	2	MR. SIMONS: Okay.
3	in I'm going to guess close to ten years. But	3	MR. LIEBMAN: No questions for me.
4	my conversations were not really with in regard	4	MR. LIONEL: I have no questions.
5	to this deal with her. They had to do with a	5	(Whereupon, the deposition
6	court case that she was involved in with her	6	concluded at 2:07 p.m.)
7	father, and I was trying to mediate.	7	* * * * *
8	Q Have you been in communication with her	8	
9	about this deal since then?	9	
10	A No.	10	
11	Q Did you know that Mr. Huerta was loaning	11	
12	money to Eldorado Hills, LLC, and then being	12	
13	repaid for his loans?	13	
14	A NO.	14	
15	Q Did you know that he was using various	15	
16	business entities, such as the Pecan Street Plaza,	16	
17	to provide loans to Eldorado Hills, which loans	17	
18	would then be repaid?	18	
19	A No.	19	
20		20	
20	Q You just essentially that activity of Mr. Huerta controlling the finances of the	20	
21	business was left within his area of	21	
23	responsibility?	23	
24	A Yes.	24	
25	MR. SIMONS: I'm going to suspend the	25	
<u> </u>	Page 211		Page 213
1	deposition at this time while we work out the	1	CERTIFICATE OF COURT REPORTER
2	review of the notes that we talked about.	2	
3	MR. LIONEL: Review of the notes?	2	STATE OF NEVADA)) ss:
4	MR. SIMONS: Yes. Your witness reviewed	3) ss: County of clark)
5	notes that you I believe now are discoverable,	4	court of clean ,
6	so	5	I, Heidi K. Konsten, Certified Court Reporter
7	MR. LIONEL: Okay.	6	licensed by the State of Nevada, do hereby certify
8	MR. SIMONS: We don't have those notes	7	that I reported the deposition of SIGMUND ROGICH,
9	now, so I'm	8	commencing on May 24, 2018, at 9:57 a.m.
10	MR. LIONEL: Are you talking about the	9	Prior to being deposed, the witness was duly
11	notes that I showed him?	10	sworn by me to testify to the truth. I thereafter
12	MR. SIMONS: Yes.	11	transcribed my said stenographic notes via
13	MR. LIONEL: Okay. Well, I understand	12	computer-aided transcription into written form,
14	where you're going, but go ahead.	13	and that the transcript is a complete, true and
15	MR. SIMONS: So I'm just going to	14 15	accurate transcription and that a request was made for a review of the transcript.
16	suspend the deposition.	15 16	I further certify that I am not a relative,
17	MR. LIONEL: No, that doesn't give you	10 17	employee or independent contractor of counsel or
18	the grounds to suspend it.	18	any party involved in the proceeding, nor a person
19	MR. SIMONS: Sure, it does.	19	financially interested in the proceeding, nor do I
20	MR. LIONEL: As far as I'm concerned,	20	have any other relationship that may reasonably
	it's over with.	21	cause my impartiality to be questioned.
		22	IN WITNESS WHEREOF, I have set my hand in my
21	MR SIMONS, Actually the miles provide		
21 22	MR. SIMONS: Actually, the rules provide	23	office in the County of Clark, State of Nevada,
21 22 23	that I'm entitled to suspend the deposition while	23 24	
21 22			this May 6, 2018. Hererk Forstern Heidi K. Konsten, RPR, CCR No. 845

SIGMUND ROGICH, VOLUME I - 05/24/2018

SIGMUND ROGICH, VOLUME I - 05/24/2018

DECLARATION OF DECENN . SIGNON DOUCH, deponent herein, do hereby declars under penalty of perjury that I have tread the within and foregoing transcription of my testinory taken on My 24, 2013, at Lab Vesas. Newaja, and that the same is a true record of the testinory given by east the time and place hereinabove set forth, with the following exceptions: 2 2 2 2 2 3 4 and that the same is a true record of the 1 5 2 </th <th></th> <th>Page 214</th> <th></th>		Page 214	
3 bereby declare under penalty of perjury that J have 4 read the within and foregoing transcription of my 5 beveals, and that the same is a true record of the 6 beveals, and that the same is a true record of the 7 testimery diven by ea the time and place 8 bereinahove set forth, with the following 9 cocoptions: 10 ERRATA SHEET 11 ERRATA SHEET 12 PAGE LINE SHOLLD READ: 13	1		
3 bereky declars under penalty of perjury that I have 4 read the within and foregoing transcription of my 5 testimory date on My 24, 2018, at Law Pegas, 6 Newala, and that the same is a true record of the 7 testimory dives by east the time and place 8 hereinabove set forth, with the following 9 Comptons: 10 ERRATA SHEET 11 ERRATA SHEET 12 PAGE LINE SHOULD READ: 13 ERRATA SHEET 14	2	I, SIGMUND ROGICH, deponent herein, do	
4 read the within and foregoing transcription of wy 5 testimony taken on May 24, 2018, at Las Vegas, 7 testimony given by me at the time and place 8 bereinahove set forth, with the following 8 EXERTA SHEET 10 EXERTA SHEET 11 EXERTA SHEET 12 PAGE LINE SHOULD READ: REASON FOR CHANGE: 13		-	
5 testimmy taken on May 24, 2018, at Lae Vegas, 6 Newada, and that the same is a true record of the testimmy given by ma st the time and place 8 hereinatore set forth, with the following 9 ERPATA SHEET 9 ERPATA SHEET <td></td> <td></td> <td></td>			
6 Nevada, and that the same is a true record of the tastimary given by ne at the time and place hereinakove set forth, with the following exceptions: 0 EREATA SHEET 12 PRES LINE SHOILD FEND: REASON FOR CHANE: 13			
7 testimony given by me at the time and place 8 hereinabove set forth, with the following 9 exceptions: 11 ERPATA SHEET 13	5	testimony taken on May 24, 2018, at Las Vegas,	
B hereinabove set forth, with the following 9 exceptions: 11 EERATA SHEET 12 PAGE LINE SHOULD READ: REASON FOR CHANGE: 13	6	Nevada, and that the same is a true record of the	
B hereinabove set forth, with the following 9 exceptions: 11 EERATA SHEET 12 PAGE LINE SHOULD READ: REASON FOR CHANGE: 13	7	testimony given by me at the time and place	
9 exceptions:: 10 ERATA SHEET 12 PAGE LINE SHOULD READ: REASON FOR CHANSE: 14	8		
10 EEBATA SHEET 11 PACE LINE SHOULD READ: REASON FOR CHANSE: 12			
11 ERATA SHEET 12 PAGE LINE SHOULD READ: REASON FOR CHANSE: 14		exceptions.	
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20 21 22 23 Date: SIGMUND ROGICH 24			
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24			
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		SIGMUND ROGICH	
25	24		
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SIMONS HALL JOHNSTON PC

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

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

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 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

The present Motion must be denied because: (1) the Rogich Defendants (along 14 with all other Defendants") previously entered into the Stipulation to Consolidate stipulating 15 as undisputed fact that Nanyah's claims in the consolidated action were proper and did not 16 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. 22

27 ¹ The "Eliades Defendants" are Peter Eliades individually and as Trustee of the Eliades Survivor Trust of 10/30/08 and Teld, LLC. 28

Page 2 of 11

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

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

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

18 During oral argument, counsel for the Rogich Defendants (who was also at the 19 time appearing on behalf of Eldorado and the Eliades Defendants), conceded that claim 20 splitting did not apply and that the actions should be consolidated rather than barred by 21 the application of the claim splitting doctrine. As a result, on or about March 15, 2017, 22 23 counsel for the Rogich Defendants entered into the "Stipulation for Consolidation" 24 stipulated to the consolidation of Case Number A-16-746239-C with the lead case herein. 25 Exhibit 4. 26

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

Page 3 of 11

1 states, in relevant part, the following:

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

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

C. CONSOLIDATION.

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

Exh. 3 (emphasis in original).

The facts contained in the Stipulation to Consolidate are binding and conclusive in these proceedings. The Defendants stipulated and agreed that the consolidated action asserted new claims against new defendants, therefore, the defense of claim splitting did not apply. The Defendants then stipulated that consolidation of the independent 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: 26



1 Once a stipulation is entered into between the parties, the facts so stipulated are conclusive upon both the parties and the tribunal. A party cannot properly 2 challenge facts on appeal which it has stipulated to below. 3 Id. (emphasis added). Pursuant to the terms of the Stipulation to Consolidate, the 4 Defendants stipulated and conceded that the defense of claim splitting did not apply since 5 Nanyah had asserted different claims against different parties than what was asserted in 6 the lead action. Accordingly, the Rogich Defendants' Motion must be denied on this 7 8 ground alone. 9 Β. THE ROGICH DEFENDANTS EXPRESSLY WAIVED ANY CONTENTION OF CLAIM SPLITTING AND CONSENTED TO THE CONSOLIDATION OF 10 THESE PROCEEDINGS. 11 Similarly, the Defendants all waived their putative defense of claim splitting by 12 express consent. Bill Greever Corp. v. Tazewell Nat. Bank, 504 S.E.2d 854, 857 (Va. 13 1998) ("A defendant may waive the rule [of claim splitting] by express or implied 14 consent."). The Stipulation to Consolidate expressly acknowledged that the defense of 15 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 28 Nev. 217, 220, 510 P.2d 630, 632 (1973) ("If the affirmative defenses are not so pleaded .

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JA_005996

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 8 previously entered into the Stipulation to Consolidation confirming that the defense of 9 claim splitting did not apply. Nonetheless, even if the defense of claim splitting could have 10 somehow applied even after the entry of the Stipulation for Consolidation, the Defendants 11 waived this purported defense by failing to assert it as an affirmative defense. The Motion 12 must therefore be denied on this ground alone. 13

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D. THE MOTION IS AN IMPROPER MOTION FOR RECONSIDERATION.

As the Court is aware, the Rogich Defendants are infamous for filing the same 15 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:

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

Id. (emphasis added). 26

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EDCR 2.24(b) states: "A party seeking reconsideration of a ruling of the court . . .

28 must file a motion for such relief within 10 days after service of written notice of the order."

Page 6 of 11

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

Ε. CLAIM SPLITTING DOES NOT APPLY.

Even ignoring the foregoing dispositive arguments, the Motion must be 8 denied because claim splitting does not apply if the claims are separate and distinct even if arising out of a common genesis. See Old Republic Nat'l Title Ins. Co. v. Cox, 453 S.W.3d 780, 788 (Mo. Ct. App. 2014) ("A plaintiff does not violate 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

Similarly, the law is abundantly clear that the concept of claim splitting does 15 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 22

² 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, 700 P.2d 1005, 1010 (N.M. Ct. App. 1985) ("The law disfavors splitting causes of action 28 ...(cont'd)

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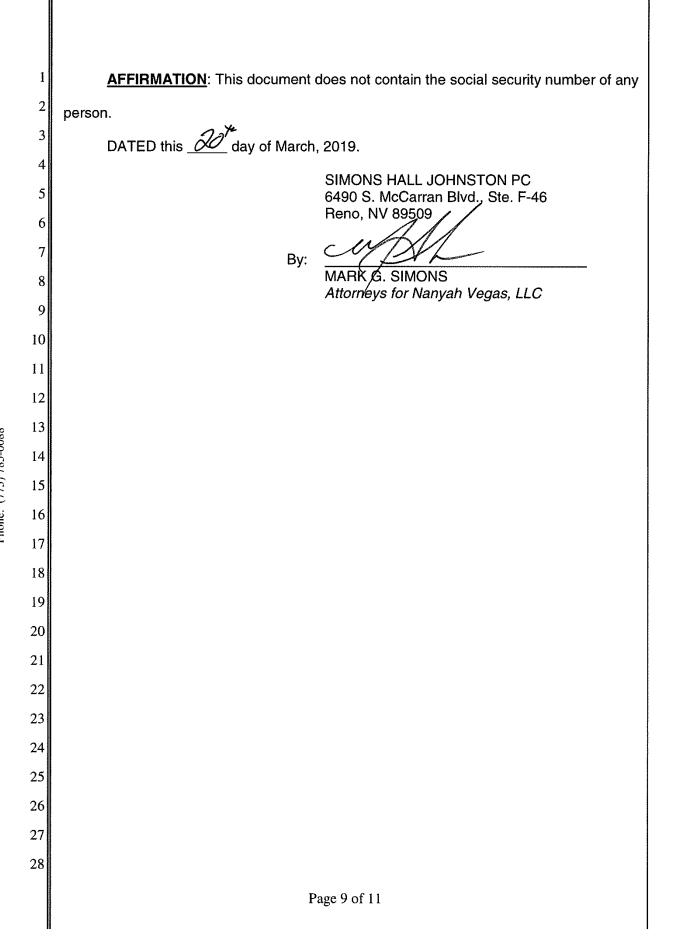
The claims asserted in the consolidated action were separate and distinct from the claims asserted in the original lead case. These undisputed facts are contained in the Stipulation to Consolidate. Because the facts are undisputed (and not subject to dispute), claim splitting does not apply as a matter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

II. CONCLUSION.

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

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

Page 8 of 11



1	CERTIFICATE OF SERVICE
2	Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
3	SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
4	
5	the NANYAH VEGAS, LLC'S OPPOSITION TO ROGICH DEFENDANT'S MOTION FOR
7	SUMMARY JUDGMENT on all parties to this action via the Odyssey E-Filing System:
8	Dennis L. Kennedy dkennedy@baileykennedy.com Bailey Kennedy, LLP bkfederaldownloads@baileykennedy.com
9	Joseph A. Liebman jlienbman@baileykennedy.com Andrew Leavitt andrewleavitt@gmail.com
10	Angela Westlake awestlake@lionelsawyer.com
10	Brandon McDonald brandon@mcdonaldlayers.com Bryan A. Lindsey bryan@nvfirm.com
11	Charles Barnabi <u>cj@mcdonaldlawyers.com</u> Christy Cahall <u>christy@nvfirm.com</u>
	Lettie Herrera lettie.herrera@andrewleavittlaw.com
13	Samuel A. Schwartz sam@nvfirm.com
14	Samuel Lionel slionel@fclaw.com CJ Barnabi cj@cohenjohnson.com
15	H S Johnson calendar@cohenjohnson.com
16	Erica Rosenberry erosenberry@fclaw.com
17	DATED this $\underline{20}$ day of March, 2019.
18	
19	Employee of Silvers Hell Johnston DC
20	Employee of Simons Hall Johnston PC
21	
22	
23	
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	Page 10 of 11

3 Reply 4 Stipulation	 PA
2 Opposition 3 Reply 4 Stipulation	
3 Reply 4 Stipulation	6
4 Stipulation	 12
	5
5 Amended Answer Excerpts	 4
	 Excerpts 3

EXHIBIT 1

EXHIBIT 1

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		79
£ -		Electronically Filed 12/22/2016 10:30:12 AM
1	MTD	Alun & Comm
2	Samuel S. Lionel, Esq. (Bar No. 1766) FENNEMORE CRAIG, P.C.	CLERK OF THE COURT
3	300 S. Fourth Street, Suite 1400 Las Vegas, Nevada 89101	
4	Tel.: (702) 692-8000 Fax: (702) 692-8099	
5	Email: slionel@fclaw.com	
6	Attorneys for Defendants	
7	DISTRIC	TCOURT
8	CLARK COUN	ITY, NEVADA
9		ſ
10	NANYAH VEGAS, LLC, A Nevada limited liability company,	CASE NO: . A-16-746239-C
11	naonny company,	DEPT. NO III
12	Plaintiff,	MOTION TO DISMISS OR STRIKE
13	V.	UNAUTHORIZED PLEADING
14	TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually and	
15	as Trustee of The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually	DATE OF HEARING: 01/25/17 TIME OF HEARING: 9.00 PM
16	and as Trustee of the Rogich Family Irrevocable Trust, IMITATIONS, LLC, a	TIME OF HEARING: 9:00 AM
17	Nevada limited liability company; DOES 1-X,	
18	and/or ROE CORPORATIONS I-X, inclusive,	
19	Defendants	
20		
21	MOTION TO DISMISS OR STRIK	E UNAUTHORIZED PLEADING
22	Defendants move the Court for an Order	Dismissing or Striking the Complaint herein on
23	the grounds that there is pending a claim by Nany	ah Vegas in an existing prior Amended
24	Complaint in another action to recover the same \$	51,500,000 it seeks to recover by the Complaint
25	and a motion to amend, rather than a new compla	int, is the only proper procedure.
26	· · · · · · · · · · · · · · · · · · ·	 A structure for the structure of the structu
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NUMMERONE CRAFE		
MAN 936078		ł

	NOTICE OF MOTION
TŌ:	ALL INTERESTED PARTIES; and
то:	THEIR ATTORNEYS
	Please take notice that the undersigned will bring the above MOTION TO DISMISS OR
STRIK	E UNAUTHORIZED PLEADING on for hearing before this Court at on
Jan	2017 25 -2010 at $9:00$ a.m. or as soon as counsel can be heard.
	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) 692-8009 Facsimile: (702) 692-8099 E-mail: slionel@fctaw.com
	Attorneys for Defendants
<u>PO</u>	INTS AND AUTHORITIES IN SUPPORT OF MOTION TO DISMISS OR STRIKE
	UNAUTHORIZED PLEADING
	FACTS
	On July 31, 2013, a Complaint was filed in the Eighth Judicial District of Nevada.
Nany	ah Vegas LLC ("Nanyah") was one of the plaintiffs in said action (Case No.A-13-686303-C,
Dept.	No XXVII) ¹ . Subsequently on October 21, 2013 a First Amended Complaint was filed by
Nany	ah and other plaintiffs. Factual allegations regarding Nanyah appears at 3:21-4:19 of the
First	Amended Complaint and its single claim for unjust enrichment appears at 7:3-8:1. It is
allege	ed in paragraphs 44-52. Except for paragraphs 14-18, which pertain to Nanyah's factual
allega	ations, paragraphs 1-43 are allegations of the other plaintiffs. A copy of the First Amended
	plaint is attached as Exhibit 1. Thereafter, an Answer and Counterclaim was filed on
	mber 8, 2014. The Answer responded to Nanyah's claim. The counterclaim was not against
Nany	ah. Exhibit 2. An Answer to Counterclaim (sic) was filed February 20, 2015. Exhibit 3.
¹ Natother	hyah was one of four plaintiffs. It's single claim has no relation to the three claims of the plaintiffs.

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On July 25, 2014, a Motion for Partial Summary Judgment was filed against Nanyah and			
after argument, a Summary Judgment against Nanyah was granted. Exhibit 4. Nanyah appealed.			
Concluding that the District Court erred in granting summary judgment on February 12, 2016, "or			
statute of limitations grounds," the Supreme Court issued an Order of Reversal and Remand,			
which remanded the matter to the District Court "for proceedings consistent with this Order."			
Exhibit 5. The Remittitur was received by the District Court Clerk on April 29, 2016. Exhibit 6.			
On May16, 2016, Mark G. Simons, and Therese M. Shanks were substituted as attorneys			
for Nanyah and on November 4, 2016 they filed the Complaint herein, which alleges nine claims			
and abandons Nanyah's single claim that the Supreme Court remanded for "proceedings			
consistent" with its reversal and remand. Exhibit 7.			
THE COMPLAINT IS AN UNAUTHORIZED DOCUMENT			
NRCP 7(a) sets forth the pleadings which are allowed. It provides for a complaint and			
other described pleadings and provides that "[n]o other pleading shall be allowed, except that the			
court may order a reply to an answer or a third party answer. " That rule does not permit what is			
in effect two existing separate complaints in two different actions.			
NRCP 15(c) allows amendments to pleadings once as a matter of course at any time			
before a responsive pleading is served. Here a responsive pleading has been served and there has			
been significant litigation based on that pleading.			
NRCP 7(a) is identical to FRCP 7(a). "It "purports to enumerate all the pleadings			
permitted in federal practice. In doing so the rule, which applies exclusively to the pleadings,			
sharply limits the nature and number of pleadings available under the Federal rules." Wright &			
Miller Federal Practice and Procedure Civil 3d §1183. "Federal Rule 7(a) with its brief list of			
permissible pleadings and a flat prohibition against any pleading other than those listed, is			
designed to bring the pleading stage to an early close, eliminate unnecessary written pleadings			
and provide a clear and definite guide as to precisely when the point of closure is reached." Id, at			
	1		
§1189. The erroneously entitled Answer to Counterclaim filed on November 4, 2014 brought the			
§1189. The erroneously entitled Answer to Counterclaim filed on November 4, 2014 brought the pleading stage to a close. Pleadings beyond the reply are not permitted. "An unauthorized pleadingwill be treated			
	Concluding that the District Court erred in granting summary judgment on February 12, 2016, "on statute of limitations grounds," the Supreme Court issued an Order of Reversal and Remand, which remanded the matter to the District Court "for proceedings consistent with this Order." Exhibit 5. The Remittitur was received by the District Court Clerk on April 29, 2016. Exhibit 6. On May 16, 2016, Mark G. Simons, and Therese M. Shanks were substituted as attorneys for Nanyah and on November 4, 2016 they filed the Complaint herein, which alleges nine claims and abandons Nanyah's single claim that the Supreme Court remanded for "proceedings consistent" with its reversal and remand. Exhibit 7. THE COMPLAINT IS AN UNAUTHORIZED DOCUMENT NRCP 7(a) sets forth the pleadings which are allowed. It provides for a complaint and other described pleadings and provides that "fn]o other pleading shall be allowed, except that the court may order a reply to an answer or a third party answer. " That rule does not permit what is in effect two existing separate complaints in two different actions. NRCP 15(c) allows amendments to pleadings once as a matter of course at any time before a responsive pleading is served. Here a responsive pleading has been served and there has been significant litigation based on that pleading. NRCP 7(a) is identical to FRCP 7(a). "It "purports to enumerate all the pleadings, sharply limits the nature and number of pleadings available under the Federal rules." <i>Wright & Miller Federal Practice and Procedure Civil 3d §1183</i> . "Federal Rule 7(a) with its brief list of permissible pleadings and a flat prohibition against any pleading other than those listed, is designed to bring the pleading stage to an early close, eliminate unnecessary written pleadings		

FRIDENDRECRAGG

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, and no court of co-ordinate authority is at liberty to interfere with its action.			
9	The principle is essential to the proper and orderly administration of the law."			
10	And in <u>Cleveland v. Ward.</u> 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	(5 th 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 same parties. If either has authority to act, its action must necessarily be exclusive, and therefore it is our judgment that whenever either the state or			
15				
16	the national courts acquire jurisdiction of an action and the parties thereto, this jurisdiction cannot be destroyed, diminished, or suspended by one of the			
17	narties bringing an action in another court, and that any judgment or order of			
18	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 Allf			
27	and the Supreme Court wasted and would be contrary to the procedure set forth in NRCP 7(a)			
28	and 15(a).			
VI, MARKANA CRAIG				
Las Vegas	4			

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CONCLUSION
The new Complaint should be dismissed or stricken as an unauthorized pleading.
FENNEMORE CRAIG, P.C.
- Allow all
Samuel S. Lionel, Esq. (NV Bar No. 1766) 300 South Fourth Street, Suite 1400
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) 692-8009 E-mail: <u>slionel/atclaw.com</u> Attorneys for Defendants
Facsimile: (702) 692-8099 E-mail: silonekästelaw.com
Attorneys for Defendants
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1	CERTIFICATE OF SERVICE		
2	I hereby certify that a copy of the MOTION TO DISMISS OR STRIKE		
3	UNAUTHORIZED PLEADING was served upon the following person(s) either by electronic		
4	transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by		
5	mailing a copy to their last known address, first class mail, postage prepaid for non-registered		
6	users, on this 32 day of December, 2016 as follows:		
7	Mark Simons, Esq.		
8	Robison, Belaustegui, Sharp & Low [] Via E-service A Professional Corporation [X] Via U.S. Meil (Not registered with		
9	71 Washington Street Reno, Nevada 89503 CM/ECF Program)		
10	msimons@rbsllaw.com		
11	$\cap \mathcal{A}$		
12	Lance Clarke m		
13	An employee of Fennemore Craig, P.C.		
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EXHIBIT 2

EXHIBIT 2

JA_006010

		Electronically Filed 01/09/2017 10:39:26 AM		
1		Alm & Ehrin		
2	Mark G. Simons, Esq. (SBN 5132) ROBISON, BELAUSTEGUI, SHARP & LO	VV · · · ·		
3	A Professional Corporation 71 Washington Street	CLERK OF THE COURT		
4	Reno, Nevada 89503 Telephone: (775) 329-3151			
5	Facsimile: (775) 329-7941 Email: <u>msimons@rbsllaw.com</u>			
6	Attorneys for Nanyah Vegas, LLC			
7				
8	DISTRICT COURT CLARK COUNTY, NEVADA			
9	CLARK COU	NTT, NEVADA		
10				
11	NANYAH VEGAS, LLC, a Nevada limited liability company,	CASE NO.: A-16-746239-C		
12	Plaintiff,	DEPT. NO.: III		
13	ν.			
14	TELD, LLC, a Nevada limited liability			
15	company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor			
16	Trust of 10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich			
17 18	Family Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,			
19	Defendants.			
20	/			
21	PLAINTIFF'S C	OPPOSITION TO		
22		KE UNAUTHORIZED PLEADING		
23	Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its counsel, opposes the			
24	Motion to Dismiss or Strike Unauthorized Pleading filed by defendants TELD, LLC			
25	("TELD"), Peter Eliades ("Eliades"), The Eliades Survivor Trust of 10/30/08 ("Eliades			
26	Trust"), Sigmund Rogich ("Rogich"), the Rogich Family Irrevocable Trust ("Rogich			
27	Trust"), and Imitations, LLC ("Imitations"). ¹			
28				
Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151	w Tuniess individually specified, the defendants shall be collectively referred to as "Defendants."			
[]	SLC-3137596-1			

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I. INTRODUCTION

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

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

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

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

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

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

this case may be easily consolidated with the Go Global Case. For these reasons, 1 2 Defendants' motion must be denied. 3 DEFENDANTS' DELIBERATE ATTEMPTS TO AVOID REPAYING Н. NANYAH. 4 THE ROGICH TRUST RENEGES ON ITS PROMISE TO Α. 5 CONTRIBUTE TO ELDORADO NECESSITATING NEED TO OBTAIN INVESTORS FOR ELDORADO. 6 Eldorado was formed in 2005 to acquire, own and develop land in Clark County. 7 Compl., at ¶ 9. To do so, Eldorado took out a \$21 million dollar loan. Id. at ¶ 11. At the 8 time, non-party Go Global, Inc. ("Go Global") and defendant the Rogich Trust each held 9 a 50% membership interest in Eldorado. Id. at ¶ 10. Go Global and the Rogich Trust 10 agreed to make monthly contributions to Eldorado, which Eldorado could then use to 11 make its loan payment. Id. at ¶ 12. 12 In 2006, the Rogich Trust stopped contributing to Eldorado. Id. at ¶ 13. As a 13 result, Go Global solely funded Eldorado's monthly loan payments. Id. at ¶ 14. Go 14 Global and the Rogich Trust further agreed that Go Global would seek additional 15 investors in Eldorado so that Eldorado could begin repaying Go Global's advances and 16 start paying its loan obligations. Id. at ¶ 15. 17 With the Rogich Trust's full knowledge and approval, Go Global obtained a 18 \$1,500,000 investment from Nanyah. Id. at ¶ 16. Again with the Rogich Trust's 19 20 knowledge and approval, Eldorado used a majority of Nanyah's investment to repay Go 21 Global. Id. at ¶ 17. In exchange for Nanyah's investment, Eldorado promised to issue Nanyah a membership interest in Eldorado. Id. at ¶ 20. Eldorado did not get around to 22 23 doing so. Id. However, at all times, Go Global and Rogich Trust acknowledged and 24 agreed with Nanyah's investment, along with millions of dollars in investments from 25 others.³ 26 III27

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 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. <u>Id</u>.

THE ROGICH TRUST RENEGES ON ITS PROMISE TO PAY Β. GO GLOBAL FOR ITS MEMBERSHIP INTEREST.

1. The Purchase Agreement.

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

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

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

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 anticipated sell of the property owned by Eldorado. Exh. 4. However, as more fully detailed, these Defendants sought to scam both Go Global and Nanyah because the

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⁴ Simons' Aff., at ¶5.

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

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2. The Go Global Lawsuit.

In 2013, the Go Global lawsuit was filed. Exh. 2. Go Global sued to the amounts 4 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.

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

C. DEFENDANTS RENEGE ON THEIR PROMISE TO PAY NANYAH.

1. The TELD and Flangas Membership Agreements.

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

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⁶ Simons' Aff., at ¶¶6-7.

⁵ In the Go Global action, Go Global's assignees sued the Rogich Trust for payment of 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. <u>Id</u>. at ¶¶ 20-41

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

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

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

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

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

Eliades purportedly loaned the Rogich Trust \$600,000 to acquire half of Flangas' interest in Eldorado (or 1/6 of ownership in Eldorado). Id. at ¶ 65. Notably, using this valuation, if 1/6 of interest in Eldorado was worth \$600,000, then 1% of interest in 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

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

3. TELD Acquires the Rogich Trust's 40% Interest in Eldorado. Sometime in 2012, TELD and the Rogich Trust entered into a new agreement in which the Rogich Trust agreed to "forfeit" its 40% interest in Eldorado to the Eliadas Trust as "repayment" for the \$600,000 loan from Eliades and its accrued interest. Id. at ¶ 70. However, the Rogich Trust, Rogich, the Eliades Trust, and Eliades all knew that the Rogich Trust's interest in Eldorado was subject to Nanyah's membership interest claim and/or repayment of Nanyah's investment. Id. at ¶ 73. The transfer to the 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. Id. at ¶ 76. The Eliades Trust is an affiliated entity of TELD. Id. at ¶ 71.

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

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

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D. THE NANYAH CASE.

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

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

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

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

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DEFENDANTS' MOTION MUST BE DENIED.

A. DEFENDANTS' MOTION TO STRIKE IS IRRELEVANT.

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

B. DISMISSAL IS NOT APPROPRIATE.

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

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

Robison, Belaustegui, Sharp & Low 71 Washington St Renn, NV 89503 (775) 329-3151 causes of action against different defendants than in the Go Global Case.

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

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

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

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

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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.

action based on a theory of unjust enrichment is not available when there is an express, written contract[.]"). Again, on this issue alone, any contention by the Defendants of 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.

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

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

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also Alvarez v. Nestor Salesco, Inc., 695 So. 2d 941, 942 (Fla. Dist. Ct. App. 1997) 1 ("The rule, however, does not apply where the claims involve different defendants." 2 (emphasis added)).8 3 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 ALTERNATIVELY, THIS COURT MAY CHOOSE TO CONSOLIDATE THIS CASE WITH THE GO GLOBAL CASE. C. 11 As demonstrated, dismissal must be denied. Further, even if the Court 12 overlooked all the legal and factual deficiencies in the Defendants' motion, the motion 13 should still be denied because the first-to-file rule, or abatement, does not mandate 14 dismissal. Tenas, 124 Nev. at 1513, 238 P.3d 860 (2008). Instead, this Court should 15 consolidate the two actions. Gabrielle v. Eighth Judicial Dist. Ct., No. 66762, 2014 WL 16 5502460, at *1 (Nev. Oct. 30, 2014). As set forth above, dismissal is clearly not 17 appropriate given the separate claims and parties at issue in this lawsuit. Should this 18 Court be inclined to overlook the fatal deficiencies in the Defendants' motion, Nanyah 19 requests that this Court order consolidation and not dismissal. 20 IV. CONCLUSION 21 For the foregoing reasons, Nanyah respectfully requests that this Court deny 22 23 Defendants' motion in its entirety. 24 111 25 ⁸ See also Webster v. State Farm Auto. Ins. Co., 348 A.2d 329, 331 (Del. Super. Ct. 1975) (holding that "identity of parties" is a factor that "looms large in a determination of 26 whether there has been a splitting of a cause of action"); United Nuclear Corp. v. Fort, 27 700 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." 28 (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)). 11

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

	AFFIRMATION: The undersigned does hereby affirm that this document does intain the Social Security Number of any person. DATED this $\underline{9^{/2}}$ day of January, 2017.
3	ntain the Social Security Number of any person.
4	
	DATED this <u>7</u> day of January, 2017.
5	ROBISON, BELAUSTEGUI, SHARP & LOW
11	ROBISON, BELAUSTEGUI, SHARP & LOW A Professional Corporation 71 Washington Street Reno, Nevada 89503
6	Reno, Nevada 89503
7	ву:
8	MARK G. SIMONS, ESQ. THERESE M. SHANKS, ESQ. Attorneys for Nanyah Vegas, LLC
9	Attorneys for Nanyah Vegas, LLC
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2.0 Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151	12

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EXHIBIT 3

EXHIBIT 3

		Electronically Filed 02/07/2017 01:42:51 PM	
1	RIS Samuel S. Lionel, Esq. (Bar No. 1766)	Alun A. Ehrinn	
2	FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400	CLERK OF THE COURT	
3	Las Vegas, Nevada 89101		
4	Tel.: (702) 692-8000 Fax: (702) 692-8099		
Ś	Email: <u>slionel@fclaw.com</u> Attorneys for Defendants		
6		TCOURT	
7			
8	CLARK COUN	ITY, NEVADA	
9			
10	NANYAH VEGAS, LLC, A Nevada limited liability company,	CASE NO: . A-16-746239-C DEPT. NO III	
11	DI 1 4/00		
12	Plaintiff, v.	REPLY IN SUPPORT OF MOTION TO	
13	TELD, LLC, a Nevada limited liability	DISMISS OR STRIKE UNAUTHORIZED PLEADING	
14	company; PETER ELIADES, individually and as Trustee of The Eliades Survivor Trust of		
15	10/30/08; SIGMUND ROGICH, individually	DATE OF HEARING: 2/15/2017	
16	and as Trustee of the Rogich Family Irrevocable Trust, IMITATIONS, LLC, a	TIME OF HEARING: 9:00 A.M.	
17	Nevada limited liability company; DOES 1-X, and/or ROE CORPORATIONS I-X, inclusive,		
18			
19	Defendants		
20			
21			
22	REPLY IN SUPPORT OF MOTION TO DISMISS OR STRIKE UNAUTHORIZED PLEADING		
23	Defendants Motion to Dismiss contended that NCRP 7(a) did not permit the filing of the		
24	Complaint herein because of the pending action in Department XXVII. MacLean v. Wayne		
25	Circuit Court, 18 N.W. 396, 397, 52 Mich. 257, 259 (1884) was quoted for the position that it was		
26	essential to the proper and orderly administration of la	aw that when a court of competent jurisdiction has a	
27	case, no court of co-ordinate authority could interfere. Also quoted was Cleveland v. Ward, 285 S. W.		
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1063, 1071, 116 Tex. 1, 21 (1926), which approved the quote from Maclean and quoted Freeman on 1 Judgments (5th Ed.) Vol. 1 at § s 335. The Freeman quote stated that two courts cannot, at the same time, 2 have the power to make a final determination of the same controversy. Wright & Miller Federal Practice 3 and Procedure Civil 3d § 1183 was also quoted to show the need to bring the pleading state to an early 4 close. Clearly, the language in the Freeman quote applies here. Judge Allf in Department XXVII has had 5 iurisdiction of the controversy with respect to the claim of Nanyah for a return of its 1.5 million dollar 6 7 investment in Eldorado Hills for more than 3 1/2 years and Nanyah cannot seek this court's interference. In its Opposition to the Motion, Nanyah totally ignores the foregoing authority. Instead, it argues 8 the Motion seeks dismissal on the grounds of abatement and claim splitting and because dismissal is a 9 harsh remedy the Court should order consolidation. Opposition at 2:13-28. Defendants have not moved 10 for dismissal on any of those grounds nor has it asked that the actions be consolidated. 11 Both cases effectively seek return of Nanyah's alleged 1.5 million dollar investment in Eldorado 12 Hills because it did not receive the interest in Eldorado that it intended to receive for the investment. The 13 new Complaint is to say the least somewhat confusing. Most of the claims seek money damages. The 14 fifth, seventh, eighth and ninth claims seek a membership interest in Eldorado. The Flangas Trust is 15 prominently mentioned in the Complaint, but the Opposition states that "it remains unclear why Flangas 16 acquired an interest in Eldorado then immediately sold it back to the Rogich Trust and to Teld." 17 18 Opposition at 6:20-24. An Amended and Restated Operating Agreement of Eldorado is referred to frequently in the 19 Complaint (pars 53, 54, 62, 63, 74, 88, 95, 101, 110, 140) and that it "specifically identified Nanyah as a 20 third party beneficiary." Opposition Brief at 12:11-13. Attached as Exhibit A is the Amended and 21 Restated Operating Agreement of Eldorardo Hills. Not only is Nanyah not identified as a third party 22 beneficiary or otherwise, but paragraph 10:11 provides as follows . 23 Except as set forth in Article IX, this "NO THIRD PARTY BENEFICIARIES. 24 Agreement is adopted solely by and for the benefit of the Members and its respective successors 25 and assigns, and no other Person shall have any rights or be entitled to any benefits under or on 26 account of this Agreement as a third party beneficiary or otherwise." 27 In its effort to distinguish the Complaint from the prior action, Nanyah argues that the 28 PERGEMORE CHAIG

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

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THE COMPLAINT SHOULD BE DISMISSED

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

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

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

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

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8:7. The unpublished <u>Gabrielle</u> case does not concern consolidation. It simply applied the first
 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 10here if the Complaint is not dismissed. It is not hard to imagine the confusion that would ensue if both actions were to continue and there would be an unnecessary waste of judicial resources. 11

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.

FENNEMORE CRAIG, P.C.

By A King

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: <u>slionel@fclaw.com</u> Attorneys for Defendants

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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 14 day of February, 2017 as follows:
7	
8	Mark Simons, Esq. Robison, Belaustegui, Sharp & Low [x] Via E-service
9	A Professional Corporation [] Via U.S. Mail (Not registered with
10	71 washington Street CM/ECF Program) Reno, Nevada 89503 msimons@rbsllaw.com
1	
12	Anno FTagan
13	An employee of Fennemore Craig, P.C.
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EXHIBIT 4

EXHIBIT 4

		Electronically Filed 04/05/2017 10:07:55 AM
1	SAO	Alun A. Comm
2	Mark G. Simons, Esq. (SBN 5132) ROBISON, BELAUSTEGUI, SHARP & LOV	V Alter A. Comme
3	A Professional Corporation 71 Washington Street	CLERK OF THE COURT
	Reno, Nevada 89503	
4	Telephone: (775) 329-3151 Facsimile: (775) 329-7941	
5	Email: msimons@rbsllaw.com	ORGINAL
6	Attorneys for Nanyah Vegas, LLC	STARTINAL
7		
8	DISTRIC	COURT
9	CLARK COUN	ITY, NEVADA
10		
· 11	CARLOS A. HUERTA, an individual;	CASE NO.: A-13-686303-C
12	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	DEPT. NO.: XXVII
13	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a	
14	Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	
15		
16	Plaintiffs,	
17	۷.	
18	SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable	
	Trust; ELDORADO HILLS, LLC, a Nevada	
19	limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,	
20	Defendants.	
21	/	
22	0710111 ATION FOR	
23		CONSOLIDATION
24		ective counsel and stipulate as follows:
25	A. DEPARTMENT XXVII, CASE	
26		al., was filed in the Eighth Judicial District
27	Court and assigned Case No. A-13-686303-	
28	LLC ("Nanyah") asserted a claim for unjust e	enrichment against Eldorado Hills, LLC
Robison, Belaustegui, Sharp & Low		
71 Washington St. Reno. NV 89503 (775) 329-3151		
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("Eldorado Hills") in the Huerta Action. This Court previously granted summary
 judgment against Nanyah on the basis that the statute of limitations had run on
 Nanyah's unjust enrichment claim. The Nevada Supreme Court reversed this Court's
 decision and remanded the case finding that the application of the statute of limitations
 was a question of fact. Nanyah's claim therefore remains pending against Eldorado
 Hills. The trial date in the Huerta Action has not been rescheduled.

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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 <u>Nanyah Vegas, LLC v. TELD, LLC, et al.</u>, 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.

C. CONSOLIDATION.

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

D. NEW CAPTION.

Upon consolidation, the new caption will be as follows:

27 28 Robison, Belaustegui, Sharp & Low 71 Weshington St. Reno, NV 89503 (775) 329-3151

 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. 	
 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. 	
 of interests of GO GLOBAL, INC., a Nevada corporation; NANYAH VEGAS, LLC, A Nevada limited liability company, Plaintiffs, v. 	
 4 LLC, A Nevada limited liability company, 5 Plaintiffs, 6 v. 	
6 v.	
7 SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable	
⁸ Trust; ELDORADO HILLS, LLC, a Nevada , limited liability company; DOES I-X; and/or	
10	
Defendants.	
 NANYAH VEGAS, LLC, a Nevada limited CONSOLIDATED WITH: liability company, 	
13 Plaintiff, CASE NO.: A-16-746239-C	
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	
LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS	
1-X, inclusive,	
20 Defendants. 21/	
22 111	
23 ///	
24 ///	
25 ///	
26 ///	
27 1/1	
28 Robison, Belaustegui, Sharp & Low	
Snarp & Low 71 71 Washington St. Reno, NV 89503 (775) 329-3151 1	
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A 18 AFFIRMATION: The undersigned does hereby affirm that this document does 1 not contain the Social Security Number of any person. 2 DATED this _____ day of March, 2017. 3 4 **ROBISON, BELAUSTEGUI, SHARP & LOW** A Professional Corporation 71 Washington/Street 5 Reno, Neveda/89503 6 7 By: MARK-G. SIMONS, ESQ. 8 THERESE M. SHANKS, ESQ. Attorneys for Nanyah Vegas, LLC 9 10 DATED this $l \leq l \leq l$ day of March, 2017. 11 12 FENNEMORE CRAIG, P.C. 300 South Fourth Street, Ste. 1400 13 Las Vegas, NV 89101 14 By: 15 SAMUEL S. LIONEL, ESQ. Attorneys for Eldorado Hills, LLC, TELD, LLC, 16 PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of 10/30/08; 17 SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC 18 19 20 ORDER 21 IT IS SO ORDERED this day of 2017 22 23 JUDGE 24 RICT С OURT 25 26 27 28 Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503 (775) 329-3151 4

EXHIBIT 5

EXHIBIT 5

1	ANS	Electronically Filed 1/23/2018 11:32 AM Steven D. Grierson CLERK OF THE COURT	
2	Samuel S. Lionel, Esq. (Bar No. 1766)	Atena S. Suma	
3	FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400		
4	Las Vegas, Nevada 89101 Tel.: (702) 692-8000		
5	Fax: (702) 692-8099		
6	Email: <u>slionel@fclaw.com</u> Attorneys for Defendants		
7	DISTRIC	T COURT	
, 8	CLARK COUNTY, NEVADA		
9	CARLOS A. HUERTA, an individual;	CASE NO.: A-13-686303-C	
10	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	DEPT. NO.: XXVII	
11	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada		
12	corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,		
13	Plaintiffs,	DEFENDANTS' FIRST AMENDED	
14	V.	ANSWER TO COMPLAINT	
15	SIG ROGICH aka SIGMUND ROGICH as		
16	Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada		
17	limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,		
18	Defendants.		
19	NANYAH VEGAS, LLC, a Nevada limited	CONSOLIDATED WITH.	
20	liability company,	CONSOLIDATED WITH:	
21	Plaintiff,	CASE NO.: A-16-746239-C	
22	v. TELD, LLC, a Nevada limited liability		
23	company; PETER ELIADAS, individually and as Trustee of the The Eliades Survivor Trust of		
24	10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family		
25	Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X;		
26	and/or ROE CORPORATIONS I-X, inclusive,		
27	Defendants.		
28			
FENNEMORE CRAIG			
LAS VEGAS			

×	N		
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.		
28			
FENNEMORE CRAIG			
	9		

1	SIXTH AFFIRMATIVE DEFENSE		
2	Defendants have always acted in good faith and fairly.		
3	SEVENTH AFFIRMATIVE DEFENSE		
4	The alleged Membership Agreements are null and void and of no effect.		
5	EIGHTH AFFIRMATIVE DEFENSE		
6	Plaintiff's claims are barred by applicable statutes of fraud. <u>NINTH AFFIRMATIVE DEFENSE</u>		
7 8	There is a lack of consideration for Plaintiff's claims. ELEVENTH AFFIRMATIVE DEFENSE		
9	Defendants are informed and believe and on such basis allege they may have defenses		
10	available which are not fully known and of which Defendants are not presently aware.		
11	Defendants reserve the right to raise and assert additional defenses after such defenses have been		
12	ascertained.		
13	WHEREFORE Defendants pray that the Complaint be dismissed with prejudice and the		
14	Defendants be awarded their attorney fees and costs.		
15			
16	FENNEMORE CRAIG, P.C.		
17			
18	By: Samuel S. Lionel, Esg. (NV Bar No. 1766)		
19	300 South Fourth Street, Suite 1400 Las Vegas, Nevada 89101		
20	Telephone: (702) 692-8000 Facsimile: (702) 692-8099		
21	E-mail: <u>slionel@fclaw.com</u> Attorneys for Defendants		
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12/16/2020

https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=198896106&SingleViewMode=Minutes

Skip to Marn Content Logorit My Account Search Menu New District Civil/Criminal Search Refine

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)	§ § § § § § § § § § § § § § § § § § §	Subtype: Date Filed: Location: Cross-Reference Case Number: Supreme Court No.:	Department 27 A686303
Related Cases	**************************************			
	-C (Consolidated)			
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	P	ARTY INFORMAT	10N	
Consolidated Case Party	Eliades Survivor Trust of 10-30-03			Lead Attorneys
Consolidated Case Party	Eliades, Peter			Dennis L. Kennedy Relained 7025628820(W)
Consolidated Case Party	Sigmund Rogich			Brenoch Wirthlin Retained 702-385-2500(W)
Consolidated Case Party	TELD, LLC			Dennis L. Kennedy Relained 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

1/2

Brandon B McDonald

Retained 702-385-7411(W)

12/16/2020	
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https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=11093402&HearingID=198896106&SingleViewMode=Minutes

Plaintiff	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Plaintiff	Nanyah Vegas LLC	Mark G Simons Retained 775-785-0088(W)
Tructor	Huarda Carlos A	Charles F. Barrahi
Trustee	Huerta, Carlos A	Charles E. Barnabi Retained 702-475-8903(W)
Trustee	Rogich, Sig <i>Also Known</i> As Rogich, Sigmund	Brenoch Wirthlin Retained 702-385-2500(W)
	Events & Orders of the Court	
03/20/2019	All Pending Motions (9:00 AM) (Judicial Officer Allf, Nancy)	
	Minutes 03/20/2019 9:00 AM - NANYAH VEGAS LLC'S MOTION IN LIMINE #5 RE: PAROLE EVIDENCE RULENANYAH 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

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 Attempt of Court Order Plaintiffs' Tax Return and for

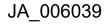
Attorney's Fees and Order Shortening Time GRANTED IN PART as to Motion to Compel, DENIED IN PART as to Motion for Attorney's Fees;

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

Parties Present Return to Register of Actions

counsel.



1 2 3 4 5 6 7 8		
9	CARLOS A. HUERTA, an individual;	CASE NO.: A-13-686303-C
10	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	DEPT. NO.: XXVII
11	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	
12	corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	
13	Plaintiffs,	DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE
14	v.	OF THE ROGICH FAMILY IRREVOCABLE TRUST AND
15	SIG ROGICH aka SIGMUND ROGICH as	IMITATIONS, LLC'S SECOND SUPPLEMENTAL PRE-TRIAL
16	Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a	DISCLOSURE STATEMENT PURSUANT TO NRCP 16.1(a)(3)
17	Nevada limited liability company; DOES I- X; and/or ROE CORPORATIONS I-X, inclusive,	
18	Defendants.	
19 20	NANYAH VEGAS, LLC, a Nevada limited liability company,	
20	Plaintiff,	CONSOLIDATED WITH: CASE NO.: A-16-746239-C
21	V.	
22	TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually	
23	and as Trustee of The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH,	
24	individually and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS,	
25	LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS	
26	I-X, inclusive,	
27	Defendants.	
28	///	
	DMAUL/14686660.1/038537.0004	

1	DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF			
2	THE ROGICH FAMILY IRREVOCÁBLE TRUST AND IMITATIONS, LLC'S SECOND SUPPLEMENTAL PRE-TRIAL DISCLOSURE STATEMENT			
3	PURSUANT TO NRCP 16.1(a)(3)			
4	Defendants, SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF			
5	THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC			
6	(collectively, the "Defendants"), by and through their counsel of record, Samuel S.			
7	Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C., hereby submit their			
8	SECOND Supplemental Pre-Trial Disclosures pursuant to NRCP 16.1(a)(3), as follows			
9	(newly disclosed items provided in bold):			
10	I.			
11	PRE-TRIAL STATEMENT OF WITNESSES			
12	Pursuant to NRCP 16.1(a)(3)(A) and (B), Defendants hereby provide their pre-			
13	trial statement of witnesses as follows:			
14	A. DEFENDANTS' TRIAL WITNESSES			
15	Defendants expect to present the following witnesses at trial:			
16	1. Sigmund Rogich c/o Samuel S. Lionel, Esq.			
17	Brenoch Wirthlin, Esg.			
18	Fennemore Craig, P.C. 300 S. Fourth St., Suite 1400 Las Vegas, Nevada 89101			
19	(702) 692-8000			
20	2. Melissa Olivas c/o Samuel S. Lionel, Esq.			
21	Brenoch Wirthlin, Esq. Fennemore Craig, P.C.			
22	300 S. Fourth St., Suite 1400 Las Vegas, Nevada 89101			
23	(702) 692-8000			
24	B. DEFENDANTS' SUBPOENAED TRIAL WITNESSES			
25	Defendants expect to subpoena the following witnesses for trial:			
26	1. Carlos Huerta 7229 Mira Vista St.			
27	Las Vegas, NV 89120 (702) 497-6408			
28				
	DMAUL/14686660.1/038537.0004			

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 7	1. Summer Rellamas 94-1039 Kaukahi PL #APT 9 Waipahu, HI 96797
8	(808) 676-9214
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	///
	DMAUL/14686660.1/038537.0004

<u>Exhibit</u>		D ()
<u>No.</u>	Document Description	Bates Range(s)
500	E-mail (dated November 2, 2016) from Carlos Huerta to	NAN_000362-36
	Yoav Harlap regarding Eldorado Hills Balance Sheet	
	11/2/16 (Attachment: Eldorado Hills, LLC Balance Sheets as of October 25, 2008)	
501 E-mail (dated June 8, 2007) from Carlos Huerta to Yoav		NAN 000234-23
Harlap regarding formation of Nevada company		11AIN_000234-23
502 E-mail (dated July 13, 2007) from Carlos Huerta to Yoav		NAN 000237-24
502	Harlap regarding Nanyah Vegas setup (Attachment:	
	Eldorado Project Update)	
503 Articles of Organization & Resident Agent Acceptance		PLTF00244-245
505	re: CanaMex Nevada, LLC (December 3, 2007)	RT0203-204
504	Initial List of Managers or Managing Members and	PLTF00247;
201	Resident Agent of CanaMex Nevada, LLC (December 3,	RT0205
	2007)	
505	Email (dated December 4, 2007) from Yoav Harlap to	NAN 000241-24
	Carlos Huerta regarding \$1.5M transfer	_
506	E-mail (dated December 7, 2007) from Carlos Huerta to	NAN 000246
	Yoav Harlap regarding CanaMex deposit	_
507	E-mail (dated December 7, 2007) from Yoav Harlap to	NAN_000247
	Carlos Huerta regarding request for articles of	
	organization & corporate documents	
508	E-mail (dated December 8, 2007) from Summer	NAN_000248-24
	Rellamas to Yoav Harlap regarding investment	
	confirmation and organizational docs for Nanyah Vegas	
	(attachment: Investment Confirmation Letter)	
509	CanaMex Nevada LLC's Nevada State Bank statement	NAN_000387-38
	(dated December 31, 2007)	NAN000451-452
		RT0149-0150
510	Eldorado Hills, LLC's Nevada State Bank statements	NAN000449-450
	(dated December 31, 2007)	NAN000454-455
		RT0151-0154
511	Go Global, Inc.'s Nevada State Bank statement (dated	RT0155
E1 3	December 31, 2007)	RT0219
512 Go Global, Inc.'s 2007 Profit & Loss Statement		RT0158-202
513 Eldorado Hills, LLC – 2007 Tax Return		N10130-202
514	CanaMex Nevada's 2007 Schedule K-1 to Nanyah	NAN_000270-27
Vegas, LLC		
515	E-mail (dated January 3, 2008) from Carlos Huerta to	NAN_000250-25
	Yoav Harlap regarding CanaMex Nevada update	
	(Attachment: Letter with NZC-1289-07 BCC approval	
	update)	

<u>Exhibit</u> <u>No.</u>	Document Description	Bates Range(s)
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 518 Email (dated January 30, 2008) from Summer Rellamas to Yoav Harlap regarding investor portfolio (Attachment: Go Global Properties Annual Investor Update) 519 E-mail (dated February 2, 2008) from Carlos Huerta to Jennifer Koelin regarding CanaMex Investment Summary (Attachment: CanaMex Investment Summary) 		NAN_000253-25
		NAN_000256-264
		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		
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		
 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_000389-39

DMAUL/14686660.1/038537.0004

<u>Exhibit</u> No.	Document Description	Bates Range(s)
534	E-mail (dated July 24, 2011) from Carlos Huerta to Yoav	NAN 000278-27
554	Harlap regarding project update, freeway improvements	INAIN_000278-27
and Eliades investor		
535Unanimous Written Consent of the Managers of		NAN 000223-22
555	Eldorado Hills, LLC (dated January 1, 2012)	RT0133-0136
536	Imitations Transaction Documents	RT0001-0022
527	E mail (datad Oatabar 22, 2012) from Sig Degish to	DT0219
537	E-mail (dated October 22, 2013) from Sig Rogich to	RT0218
529	Melissa Olivas	NIANI 000200 20
538	E-mail (dated March 28, 2014) from Carlos Huerta to	NAN_000280-28
	Yoav Harlap, cc: Jacob Feingold, regarding project	
	update, in escrow with D.R. Horton, litigation with Rogich and request to be Nanyah's PMK	
539	E-mail (dated November 1, 2016) from Carlos Huerta to	NAN 00356-035
559	Yoav Harlap re Eldorado Hills deal	
540	Eldorado Hills, LLC – General Ledger ¹	PLTF00547-574;
010	Endorado Timis, EEO Contenar Beager	NAN 000483-51
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	-
= 40	for Production of Documents (dated November 14, 2017)	
548	Nanyah Vegas, LLC's Second Amended Answers to	-
	Defendants' First Set of Interrogatories (dated December	
549	1, 2017) Nanyah Vegas, LLC's Response to Defendants' First Set	_
549	of Requests for Admission (dated December 1, 2017)	-
	of Requests for Admission (dated December 1, 2017)	<u> </u>

<u>Exhibit</u>				
<u>No.</u>	Document Description	Bates Range(s)		
550	Go Global, Inc.'s Nevada State Bank statement (dated December 31, 2007) with checking account credit slip	PLTF442-443		
551	-			
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 Order ³	RD000001PTD - RD000030PTD		
need arise	s: Any and all exhibits, affidavits and declarations submit	tted with dispositive		
motions filed in this action.				
	led in this action.			
2.	led in this action. Any and all Bankruptcy pleadings and documents	filed, submitted or		
2.				
2. associated	Any and all Bankruptcy pleadings and documents	Re: Go Global, Inc.		
2. associated (Case No.	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In	Re: Go Global, Inc. ne H. Huerta (Case		
2. associated (Case No. No.: 10-14	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6	Re: Go Global, Inc. ne H. Huerta (Case		
2. associated (Case No. No.: 10-14	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6	Re: Go Global, Inc. ne H. Huerta (Case Case No.: BK-S-14-		
2. associated (Case No. No.: 10-14 01173-MF	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6 KN).	Re: Go Global, Inc. ne H. Huerta (Case Case No.: BK-S-14- efendants.		
2. associated (Case No. No.: 10-14 01173-MF 3.	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6 KN). Any and all other documents previously disclosed by De	Re: Go Global, Inc. ne H. Huerta (Case Case No.: BK-S-14- efendants. efendants.		
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2. associated (Case No. No.: 10-14 01173-MF 3. 4. 5. 6. Det	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6 KN). Any and all other documents previously disclosed by D Any and all documents previously disclosed by other D Any and all documents previously disclosed by Plaintiff Any and all documents previously disclosed by Plaintiff	Re: Go Global, Inc. ne H. Huerta (Case Case No.: BK-S-14- efendants. efendants. f. rties.		
2. associated (Case No. No.: 10-14 01173-MF 3. 4. 5. 6. Det exhibits id	Any and all Bankruptcy pleadings and documents with the following US Bankruptcy of Nevada cases: (a) In 10-14804-LED); (b) In Re: Carlos A. Huerta and Christi 4556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. 6 KN). Any and all other documents previously disclosed by D Any and all documents previously disclosed by other D Any and all documents previously disclosed by Plaintiff Any and all documents previously disclosed by Plaintiff Any and all documents previously produced by third-pa	Re: Go Global, Inc. ne H. Huerta (Case Case No.: BK-S-14- efendants. efendants. f. rties. I all documents and		

1	III.
2	RESERVATION
3	Defendants reserves the right to supplement and/or amend this Pre-Trial
4	Disclosure if additional witnesses or documents need to be disclosed.
5	DATED: <u>March 22, 2019</u> .
6	FENNEMORE CRAIG, P.C.
7	
8	By:
9	Samuel S. Lionel, Esq. (Bar No. 1766) Thomas H. Fell, Esq. (Bar No. 3717)
10	Brenoch Wirthlin, Esq. (Bar No. 10282) 300 S. Fourth Street, Suite 1400
11	Las Vegas, Nevada 89101
12	Attorneys for Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust
13	and Imitations, LLC
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1	<u>CERTIFICATE OF SERVICE</u>
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, <u>March 22, 2019</u> as follows:
10	Mark Simons, Esq. 6490 South McCarran Blvd., #20 [x] Via E-service
11	Reno, Nevada 89509[] Via U.S. Mail (Not registered with CM/ECF Program)
12	Attorney for Plaintiff Nanyah Vegas, CM/ECF Program) LLC
13 14	Charles E. ("CJ") Barnabi, Jr. COHEN JOHNSON PARKER [x] Via E-service
14	COHEN JOHNSON PARKER[x] Via E-serviceEDWARDS[] Via U.S. Mail (Not registered with375 E. Warm Springs Road, Suite 104[] Via U.S. Mail (Not registered with
15	Las Vegas, NV 89119 cj@cohenjohnson.com
17	Attorney for Plaintiffs Carlos Huerta and Go Global
18	Dennis Kennedy
19	Joseph Liebman[x] Via E-serviceBAILEY KENNEDY[] Via U.S. Mail (Not registered with
20	8984 Spanish Ridge Avenue[] Via U.S. Man (Not registered with CM/ECF Program)Las Vegas, NV 89148CM/ECF Program)
21	DKennedy@BaileyKennedy.com JLiebman@BaileyKennedy.com Attorneys for Defendants Pete Eliades,
22	Teld. LLC and Eldorado Hills. LLC
23	/s/ Morganne Westover
24	An employee of
25	Fennemore Craig, P.C.
26	
27	
28	
	9 DMAUL/14686660.1/038537.0004



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 TEId, LLC, Peter Eliades,

> 6490 S. MCCARRAN BOULEVARD, SUITE 20 RENO. NEVADA 89509 //5-785-0088 | MARK@MGSIMONSLAW.COM

> > RD00000TPTD

Judge Nancy L. Allf September 5, 2018 Page 2

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. <u>Musser v.</u>

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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 Nayah'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, UN Mark G. Simons

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

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EXHIBIT 1

EXHIBIT 1

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9/5/2018	https://www.clarkcountycourts.us/Anonymous/CaseE		learingID=19(3v60336&SingleViewMode=Minute
okona Ma Shaqii Gea	Coalise Logart My Account Search Manu New District Ci 3	ai/Oriminal Search Retire	Lacation	District Court Civil/Criminal Ha
		rr of Actions 0. A-13-686303-C		
Carlos Huert	a, Plaintiff(s) vs. Eldorado Hilis LLC, Dafendant(s)	§ § § § Cross-Reference Ci § Suprem §	Subtype: Date Filed: Location:	
an a she a a she a s In the she a she	Related	CARE INFORMATION		
Related Case A-16-74623	s 9-C (Consolidated)			
	Рак	ry Information		
Consolidated Case Party	Eliades, Peter			Lead Attorneys Dennis L. Kennedy <i>Retained</i> 7025628820(W)
Consolidated Case Party	Poter Eliades as Trustep of the Eliades Survivor trust of 10/30/08			Dennis L. Kennedy Retained 7025628820(W)
Consolidated Sase Party	Sigmund Rogich as Trustee of the Rogich Family irrevocable Trust and imitations, LLC			Samuel S. Llonel Retained 7023838888(W)
Consolidated Case Party	TELD, LLC			Dennis L. Kennedy Retained 7025628820(W)
counter Claimant	Eldorado Hilla LLC			Dennis L. Kennedy Retained 7025628820(W)
counter Jefendant	Alexander Christopher Trust			Charles E. Barnabi <i>Retained</i> 702-823-3500(W)
counter Jefendant	Go Global Inc			Brandon B McDonald <i>Retained</i> 702-385-7411(W)
Counter Jefendant	Huerta, Carlos A			
efendant	Eldorado Hills LLC			Dennis L. Kennedy Retained 7025628820(W)
ther Plaintiff	Go Global Inc			Brandon B McDonald Retained 702-385-7411(W)
laintiff	Alexander Christopher Trust			Charles E. Barnabi <i>Retained</i> 702-823-3500(W)

https://www.clarkcountycourts.us/Anonymous/CaseDetall.aspx?CaseID=11093402&HearingID=196660336&SingleViewMode 10000005PTD 1/3

9/5/2018	՝ https://www.clarkcountycourts.us/Anonymous/CaseDetall.aspx?CasetD≖110	، 93402&HearingID=196660336&SingleVlewMode=Minutes
Pialntiff	Huerta, Carlos	Charles E. Barnabi Retained 702-823-3500(W)
Plaintiff	Nanyah Vagas LLC	Mark G Simons Retained 775-738-1551(W)
	Events & Orders of the Court	
8/07/2018	Dectsion (3:00 AM) (Judiclai Officer Allf, Nancy) DECISION: Defendents Peter Eliades, Individually and as Trustee of The Eliades Summery Judgment and Opposition to Eliades Defendents Motion for Summary	
	Minutes	
	08/07/2018 3:00 AM COURT FINDS after review on July 26, 2018 the Court heard 	
	argument on Defendent Peter Ellades, Individually and as Truatee of the Ellades 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 llability 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 Inevocable 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	
	Inevocable 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 Teid, 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]/vil 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 officiel 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	

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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 Eliades, individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Toid, 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 McDeviti, to all registered parties for Odyssey File & Serve. /nm 8/8/2018

Return to Register of Actions

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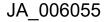
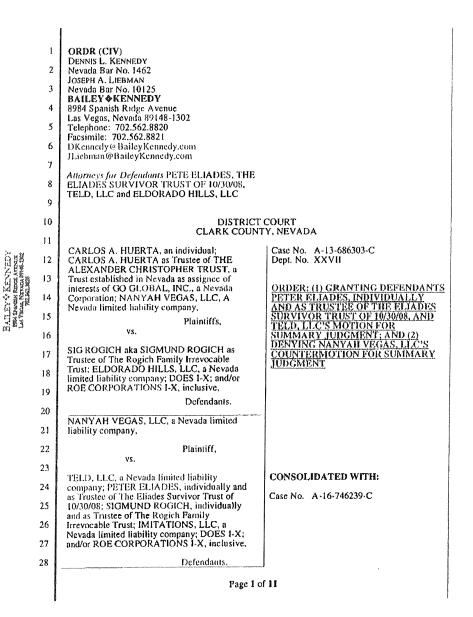


EXHIBIT 2

EXHIBIT 2

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	1		
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		
б	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 it		
25	Eldorado for \$3,000,000.00, which was quickly provequently 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.,		
	Page 2 of 11		

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 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 way not included as a named signators on the agreements, however, the agreements islandied that The Rogigh Trust specifically agreed to assume the oblization to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. <i>The Relevant Agreements</i> 5. The relevant agreements at issue in this case state as follows: a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huertn, and
 4. These transactions were memorialized in various written agreements. Nanyah was not included as a named signators on the agreements, however, the agreements allow their that The Roards Trust specifically agreed to assume the oblication to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. <u>The Relevant Agreements</u> 5. The relevant agreements at issue in this case state as follows:
 metuded as a named signatory on the agreements, however, the agreene corvidential that The Rogigh Trust specifically agreed to assume the oblitation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. <u>The Relevant Agreements</u> 5. The relevant agreements at issue in this case state as follows:
The Rogigh Trust specifically agreed to assume the oblization to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. <u>The Relevant Agreements</u> 5. The relevant agreements at issue in this case state as follows:
interes <u>t in Eldorado or to pay Nanyah its 51,500,000 invested into Eldotado. <i>The Relevant Agreements</i> 5. The relevant agreements at issue in this case state as follows:</u>
The Relevant Agreements 5. The relevant agreements at issue in this case state as follows:
5. The relevant agreements at issue in this case state as follows:
8. October 30, 2008 Purchase Agreement between Go Global, Carlos Huertn, 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 Globa] and Huerta], with no capital calls for
monthly payments, and a distribution in respect of their claims in amounts
from the one-third (1/3 rd) ownership interest in [Eldorado] retained by [the
Rogich Trust]." (C((CS)
ij 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
Clamants their percentage of slots. This wall be Baser's [The Rogich Trust's]

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obligation — "The Estubit A Chansans include Nanyah and its 1 SESUD,000 (O investment, 2 3 ą b. October 30, 2008 Membership Interest Purchase Agreement between Rogich. the Rogich Trust, Teld, Go Global and Huerta: 5 The Octobert MI, 2008, Membership Interest Purchase A second identities. 6 Nansah (5) \$00.000 no sument into Elderada ar Exhibit D which clearly and 7 integrive and when the following: Seller (Roech and the Royich Trust) 8 9 continues that certain any any have been advanced to or on behalf of the Company (Eldocado) by electan third parties (including Nanyali), as 10 referenced in Section 8 of the Agreement. Exhibit D also ujempradizes 11 BALLEY & KENNEDY BW SWOR BOCK ATTAD Rainali's 51-500,050 investment into Eldorado. 12 n - Section 86-1 of this agreement again states that "Sellyr JRogich and the Rogich 13 14 Trust shall defend, adeanning and hold Buyer (Teld) harmless from any and Nonvah. cach of whom invested or otherwise 15 althestamout alranced — finds , . . if it is the current interition of seller Ropertrand the 16 Romch Teast) that such amounts by continued or converted to deba 17 Eliades acknowledged that he was award of the Rogich Trust's obligation to 18 28. Singula contained in the October 30, 2008, Purchase Agreement when he 19 entered into the October 30, 2008 Membership Interest Purchase Agreement 20 and that he understood that Teld's acquisition of the Rogich Trust's 21 membership hiterests in Educado was subject to the lettus and conditions of 22 the October 30, 2008. Purchase Agreement. 23 blodex acknowledges that it was alway, the responsibility of Royach and the 24 Regich Teast to repay Nanyah for 19- na gane an Eldorado. 25 "[The Rogich Trust] is the owner, beneficially and of record, of the 26 Membership Interest, free and clear of all liens, oncumbrances, security 27 agreements, equities, options, claims, charges, and restrictions, and [Teld] will 28 Page 4 of 11

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receive at Closing good and absolute title thereto free of any liens, charges or 2 encumbrances thereon." [cite] $ii.\underline{vi.}$ "[The Rogich Trust] shall defend, indemnify, and hold [Tekl] harmless from 3 4 any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or 5 otherwise advanced the funds, plus certain possible claimed accrued interest." 6 7 (cke) inivit. "It is the current intention of [the Rogich Trust] that such amounts be 8 9 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] 10 real property is sold or otherwise disposed of. Regardless of whether this 13 12 intention is realized, (the Rogich Trust) shall remain solely responsible for any claims by the above referenced entities set forth in this section above," (cite)13 13. Viii. "The 'pro-rata distributions' hereinabove referenced shall mean equal one-14 third shares pursuant to the ownership set forth in Section 3 above, provided, 15 that any amounts owing to those entities set forth on Exhibit 'D,' or who shall 16 17 otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement. 18 19 shall be satisfied solely by [the Rogich Trust]." (c(te) with "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's] 20 ownership interest in [Eldorado] to one or more of the entities set forth in 21 Exhibit 'D' to satisfy any claims such entity may have." (cite) 22 c. October 30, 2008 Amended and Restated Operating Agreement between the 23 Rogich Trust, the Flungas Trust, and Teld: 24 i. "The Rogich Trust will retain a one-third (1/3rd) ownership interest in 25 [Eldorado] (subject to certain possible dilution or other indemnification 26 responsibilities assumed by the Rogich Trust in the Purchase Documents)." 27 6.857 28 Page 5 of 11

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ĮĮ,	"The Rogich trust shall indemnify and hold the Flangas Trust and Teld
	harmless from and against the claims of any individuals or entities claiming to
	be entitled to a share of profits and losses other than the Rogich Trust, the
	Flangas Trust and Teld, so as not to diminish the one-third (1/3 rd) participation
	in profits and losses by each of the Flangas Trust and Teld." (c)te)
₩ <u>₩</u>	The terms and conditions of the October 30, 2008 Membership Interest
	Purchase Agreement were meorporated by relevence the October 30,
	2008 Amended and Restated Operating Agreement, Recital A.
d. Janu	ary 1, 2012 Membership Interest Assignment Agreement between the
Rogic	h Trust and the Eliades Trust:
i,	The January 1, 2012, Membership Interest Assignment Agreement was not
	executed until sometime in August, 2012.
<u>ii.</u>	As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
	paid,
i. <u>jü.</u>	"Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
	Nevada limited-liability companyas of the date hereof(Within the Rogich
	40% is a potential 1.12% interest of other holders not of formal record with
	Eldorado)." (citc)
ja 19.	"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."
	(cite)
<u>s.</u>	"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." (cite)
<u>vi.</u>	The Ehades Defendants never informed Nanyah of this agreement and/or that
	they were acquirting the remainder of the Roetch Trust's interest in Eldorado,
	D 6 6 8 8

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	vir The Eliades Defendanty havy no harweldge or understanding when Nanjah
2	discovered or was informed of the d January 1, 2012 Membership Interest
3	Assignment Agreement
4	uit vith
5	6. Any finding of fact set forth herein more appropriately designated as a conclusion of law
6	shall be so designated.
7	CONCLUSIONS OF LAW
8	7 The October 30, 2008, Purchase Agreement states that the Rogich Trust specifically agreed
9	to assume the obligation to pay Nanyah its percentage or debt. However, there is nothing in
10	the Purchase Agreement that states Eliades, the Elitades Trust or Teld specifically agreed to
51	assume those obligations from the Rogich Trust,
12	8Nanyah's contract theory rests upon a boilerplate-successors and assigns provision contained
13	in the October 30, 2008 Purchase Agreement between Go Global, Huerta, \underline{Rogigh} and the
14	Rogich Trust.
15	1.9 The language in the October 30, 2008 Purchase Agreement indicating that this agreement
16	will be building on the families Defendants, absent any specific agreement to be hable for the
17	Regich Trust's obligation to Nanyah, is not uself sufficient to impose hability on the Eligides
18	Defendants to pay the Manyah debt,
19	8 [D. Under Nevada law, "[t]he fact that a contract or agreement contains a provision, as in
20	the case at bar, 'binding the successors, heirs, and assigns of the parties hereto,' is not of
21	itself, as a general rule, sufficient to impose personal liability upon the assignce, unless by
22	specific agreement to that effect or by an agreed substitution of the assignce for the vendee.
23	Southern Pac, Co. v. Butterfield, 39 Nev. 177, 154 P. 932, 932 (1916). ¹
24	9 11. Further, "'{a}n assignment 'cannot shift the assignor's liability to the assignee,
25	because it is a well-established rule that a party to a contract cannot refieve himself of his
26	
27	Other jurisdictions are in accord. Van Stekle v. Hullmark & Associates. Inc., 840 N.W.2d 92, 104 (N.D. 2013): In re Refea Inc. Sec. Luig, 826 F Supp.2d 478, 494 (S.D.N.Y. 2011); Pelz v. Strentor Nat'l Bank, 496 N E.2d 315, 319.
28	20 (П. Ст. Арр. 1986),
	Page 7 of 11

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I	obligations by assigning the contract. Neither does it have the effect of creating a new		
2	liability on the part of the assignce, to the other party to the contract assigned, because the		
3	assignment does not bring them together, and consequently there cannot be a meeting of the		
4	minds essential to the formation of a contract."" Id. at 933 (citation omitted).		
5	10.12. None of the Eliades Defendants were parties to the October 30, 2008 Purchase		
6	Agreement with the successors and assigns provision relied on by Nanyah, and even if they		
7	were, the explicit language contained in the October 30, 2008 Membership Interest Purchase		
. 8	Agreement (whereby Teld purchased some of the Rogich Trust's membership interests)		
9	confirms that the Eliades Defendants would not be responsible for the $Rugrch[Trust]_S$		
10	obligations to Nanyah's <u>10 peo, S</u> amyah is percentage of Elderadojor (by Jebi to Nanyah		
11	potential claim,		
12	++13. Likewise, the explicit language of the relevant agreements also make it crystal clear		
13	that the Elíades Defendants purchased all of their Eldorado membership interests free and		
14	clear from any type of encumbrance, although Nanyah was not a parily to this agreement.		
15	$H_{2}^{2}(t)$ Because the relevant agreements are clear and unambiguous, this Court may		
16	determine the intent of the parties as a matter of law, and is precluded from considering any		
17	testimony to determine the Eliades Defendants' so-called contractual liability. Krieger v.		
18	Elkins, 96 Nev. 839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to		
19	contradict or vary the written terms of an agreement is a violation of the parol evidence rule).		
20	13.15 Based on the above, the Eliades Defendants never assumed the Rogich Trust's any		
21	debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah-as an		
22	alleged third-party beneficiaryto sue the Eliades Defendants. See Lipshie v. Tracy Inv.		
23	Co., 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).		
24	44(b		
25	circumstances." Ins. Co. of the West v. Gibson Tile Co., Inc., 122 Nev. 455, 461, 134 P.3d		
26	698, 702 (2006) (citation omitted).		
27	(5.17 Further, "the implied covenant or duty of good faith and fair dealing does not create		
28	rights or duties beyond those agreed to by the parties." 17A C.J.S. Contracts \$ 437.		
	Page 8 of 11		
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		+6. <u>+8.</u> Nanyah's tortious implied covenant claim fails because the Court concludes there is
	2	nothing within the relevant agreements which imposes any sort of obligation on the Eliades
	3	Defendants for Nanyah's benefit.
	4	42-19. "[C]ivil conspiracy liability may attach where two or more persons undertake some
	5	concerted action with the intent to commit an unlawful objective, not necessarily a fort."
	6	Cadle Woods v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052
	7	
	8	14.20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades
	9	Defendants obtained membership interests in Eldorado allegedly subject to repayment
	10	obligations owed to Nanyah and the Eliades Defendants supposedly pursued their own
. "B	11	individual advantage by seeking to interfere with the return of Nanyah's alleged investment
AVER 1	12	in Eldorado.
	13	49-21. Because there is no evidence to our concludes that that Eliades Defendants did not
	14	specifically, assumed the Rogich Trust's an obligation to repay Nanyah (ts \$1,500,000 00
	15	investment into Eldoradobainvestment, there is no unlawful objective to support a civil
	16	conspiracy claim. The Court also finds that the inter-inpocate conspiracy dostution does not apply because the claim does not involve the Blades Defendants conspiring with Eldorado.
	17 18	20.22. Any conclusion of law set forth herein more appropriately designated as a finding o
	18	
	20	fact shall be so designated. ORDER
	20	Based upon the foregoing findings of fact and conclusions of law, IT IS HEREBY
	21	ORDERED that the Motion for Summary Judgment is GRANTED. The Court enters summary
	22	judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice,
	23 24	Nanyah's following claims for relief against the Bliades Defendants:
	24 25	1. First Claim for Relief - Breach of Contract;
	25 26	 Presectation for Relief - Breach of Implied Covenant of Good Faith and Fair Dealing;
	20	 Second Chain for Relief - Tortious Breach of Implied Covenant of Good Faith and Fair Third Claim for Relief - Tortious Breach of Implied Covenant of Good Faith and Fair
	27	Dealing;
	20	
		Page 9 of 11

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	26		
	27 28		
		Page 10) of 11

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RD000019PTD

EXHIBIT 3

EXHIBIT 3

RD000020PTD

2 3 4	ORDR (CIV) Mark G. Simons, Esq., NSB No. 5132 SIMONS LAW, PC 6490 S. McCarran Blvd., #C-20 Reno, Nevada, 89509 Telephone: (775) 785-0088 Facsimile: (775) 785-0087 Email: mark@mgsimonslaw.com	
5	Attorneys for Nanyah Vegas, LLC	
6	Anomeys for Nunyun Yegus, LEC	
7		
8	CLARK COUNT	
9	CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	Case No. A-13-686303-C Dept. No. XXVII
10	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	ORDER: (1) GRANTING DEFENDANTS
11	Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES
12	Plaintiffs,	SURVIVOR TRUST OF 10/30/08, AND TELD, LLC'S MOTION FOR
13	VS.	SUMMARY JUDGMENT; AND (2) DENYING NANYAH VEGAS, LLC'S
14	SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable	COUNTERMOTION FOR SUMMARY JUDGMENT
15	Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or	<u>JOROFIALIAN</u>
16	ROE CORPORATIONS I-X, inclusive, Defendants.	
17	NANYAH VEGAS, LLC, a Nevada limited	
18	liability company,	
19	Plaintiff, vs.	
20	TELD, LLC, a Nevada limited liability	CONSOLIDATED WITH:
21	company; PETER ELIADES, individually and as Trustee of The Eliades Survivor Trust of	Case No. A-16-746239-C
22	10/30/08; SIGMUND ROGICH, individually and as Trustee of The Rogich Family	
23	Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X;	
24	and/or ROE CORPORATIONS I-X, inclusive,	
25	Defendants.	
26	THIS MATTER came before the Court on Jul	
27	individually ("Eliades") and as Trustee of The Eliade	
28	Trust"), and Teld, LLC's ("Teld") (collectively, the "	Eliades Defendants") Motion for Summary
SIMONS LAW, PC 5490 S. McCarran 81vd., #C-20 Reno, Nevada, 89509 (775) 785-0088	Page 1 of	f 10 RD000021PTD

JA_006069

	Judgn	nent (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")
2	Count	ermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties
3	appea	red as follows:
4		For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of
5		Bailey & Kennedy, LLP.
6	A	For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable
7		Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):
8		Samuel Lionel, Esq. of Fennemore Craig, P.C.
9	A	For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.
10		The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
11	on file	, and having considered the same, and for the reasons stated upon the record, finds as follows:
12		UNDISPUTED MATERIAL FACTS
13		The Relevant History of Eldorado
14	1.	Eldorado was formed in 2005 for the purpose of owning and developing approximately 161
15		acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,
16		Inc. (100% owned by Carlos Huerta) and the Rogich Trust.
17	2.	In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired
18		\$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time,
19		the Eliades Defendants had no involvement with Eldorado.
20	3.	In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in
21		Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in
22		Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas
23		Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado
24		than originally contemplated, it was later agreed that the Rogich Trust would re-acquire
25		6.67% of Eldorado from Teld. As a result of these transactions, Go Global (<i>i.e.</i> , Huerta) no
26		longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the
27		Rogich Trust owned approximately 40% of Eldorado.
28	4.	These transactions were memorialized in various written agreements. Nanyah was not
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	included as a named signatory on the agreements, however, the agreements identified that
2	The Rogigh Trust specifically agreed to assume the obligation to pay Nanyah its percentage
3	interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.
4	The Relevant Agreements
5	5. The relevant agreements at issue in this case state as follows:
6	a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and
7	the Rogich Trust:
8	i. "[Go Global and Huerta] owns a membership interest in Eldorado Hills,
9	LLC equal or greater than thirty-five percent and which may be as high as
10	forty-nine and forty-four one hundredths (49.44%) of the total ownership
11	interests in the Company. Such interest, as well as the ownership interest
12	currently held by [the Rogich Trust], may be subject to certain potential
13	claims of those entities set forth and attached hereto in Exhibit 'A' and
14	incorporated by this reference ('Potential Claimants'). [The Rogich Trust]
15	intends to negotiate such claims with [Go Global and Huerta's] assistance so
16	that such claimants confirm or convert the amounts set forth beside the name
17	of each said claimants into non-interest bearing debt, or an equity percentage
18	to be determined by [the Rogich Trust] after consultation with [Go Global and
19	Huerta] as desired by [Go Global and Huerta], with no capital calls for
20	monthly payments, and a distribution in respect of their claims in amounts
21	from the one-third (1/3 rd) 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.
28	
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	b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,
2	the Rogich Trust, Teld, Go Global and Huerta:
3	i. The Octobert 30, 2008, Membership Interest Purchase Agreement identifies
4	Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and
5	unequivocally states the following: Seller [Rogich and the Rogich Trust]
б	confirms that certain amounts have been advanced to or on behalf of the
7	Company [Eldorado] by certain third-parties [including Nanyah], as
8	referenced in Section 8 of the Agreement. Exhibit D also memorializes
9	Nanyah's \$1,500,000 investment into Eldorado.
10	ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich
11	Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and
12	all the claims of Nanyah each of whom invested or otherwise
13	advanced funds (i) It is the current intention of Seller [Rogich and the
14	Rogich Trust] that such amounts be confirmed or converted to debt
15	iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to
16	Nanyah contained in the October 30, 2008, Purchase Agreement when he
17	entered into the October 30, 2008 Membership Interest Purchase Agreement
18	and that he understood that Teld's acquisition of the Rogich Trust's
19	membership interests in Eldorado was subject to the terms and conditions of
20	the October 30, 2008, Purchase Agreement.
21	iv. Eliades acknowledges that it was always the responsibility of Rogich and the
22	Rogich Trust to repay Nanyah for its investment in Eldorado.
23	v. "[The Rogich Trust] is the owner, beneficially and of record, of the
24	Membership Interest, free and clear of all liens, encumbrances, security
25	agreements, equities, options, claims, charges, and restrictions, and [Teld] will
26	receive at Closing good and absolute title thereto free of any liens, charges or
27	encumbrances thereon."
28	vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from
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any and all the claims of Eddyline Investments, LLC, Ray Family Trust,
Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or
otherwise advanced the funds, plus certain possible claimed accrued interest."
vii. "It is the current intention of [the Rogich Trust] that such amounts be
confirmed or converted to debt, with no obligation to participate in capital
calls or monthly payments, a pro-rata distribution at such time as [Eldorado's]
real property is sold or otherwise disposed of. Regardless of whether this
intention is realized, [the Rogich Trust] shall remain solely responsible for any
claims by the above referenced entities set forth in this section above."
viii. "The 'pro-rata distributions' hereinabove referenced shall mean equal one-
third shares pursuant to the ownership set forth in Section 3 above, provided,
that any amounts owing to those entities set forth on Exhibit 'D,' or who shall
otherwise claim an ownership interest based upon contributions or advances
directly or indirectly to [Eldorado] made prior to the date of this agreement,
shall be satisfied solely by [the Rogich Trust]."
ix. "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's]
ownership interest in [Eldorado] to one or more of the entities set forth in
Exhibit 'D' to satisfy any claims such entity may have."
c. October 30, 2008 Amended and Restated Operating Agreement between the
Rogich Trust, the Flangas Trust, and Teld:
i. "The Rogich Trust will retain a one-third $(1/3^{rd})$ ownership interest in
[Eldorado] (subject to certain possible dilution or other indemnification
responsibilities assumed by the Rogich Trust in the Purchase Documents)."
ii. "The Rogich trust shall indemnify and hold the Flangas Trust and Teld
harmless from and against the claims of any individuals or entities claiming to
be entitled to a share of profits and losses other than the Rogich Trust, the
Flangas Trust and Teld, so as not to diminish the one-third (1/3 rd) participation
in profits and losses by each of the Flangas Trust and Teld."
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28	shall be so designated.
27	6. Any finding of fact set forth herein more appropriately designated as a conclusion of law
25	viii. Nanyah was not a party to this agreement.
24 25	discovered or was informed of the d. January 1, 2012 Membership Interest Assignment Agreement.
23	vii. The Eliades Defendants have no knowledge or understanding when Nanyah
22	they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
21	vi. The Eliades Defendants never informed Nanyah of this agreement and/or that
20	encumbrances thereon."
19	will receive at closing good and absolute title free of any liens, charges or
18	v. "Rogich will cause the satisfaction of the Teld note at Closing and Eliades
17	Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
16	prior to this Agreement, except for the potential claims of .95% held by The
15	or encumbered any of his Forty Percent (40%) to any other person or entity
14	iv. "Rogich has not, other than as previously stated, transferred, sold, conveyed
13	Eldorado)."
12	40% is a potential 1.12% interest of other holders not of formal record with
11	Nevada limited-liability companyas of the date hereof(Within the Rogic
10	iii. "Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
9	paid.
8	ii. As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
7	executed until sometime in August, 2012.
6	i. The January 1, 2012, Membership Interest Assignment Agreement was not
5	Rogich Trust and the Eliades Trust:
4	d. January 1, 2012 Membership Interest Assignment Agreement between the
3	2008 Amended and Restated Operating Agreement. Recital A.
2	Purchase Agreement were incorporated by reference into the_October 30,
	iii. The terms and conditions of the October 30, 2008 Membership Interest

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	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 assignce 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	Other jurisdictions are in accord. Van Sickle v. Hallmark & Associates, Inc., 840 N.W.2d 92, 104 (N.D. 2013); In re Refco Inc. Sec. Litig., 826 F.Supp.2d 478, 494 (S.D.N.Y. 2011); Pelz v. Streator Nat'l Bank, 496 N.E.2d 315, 319-
28	In re Refea Inc. Sec. Littg., 826 P.Supp.20 478, 494 (S.D.N. 1. 2011), Feiz V. Sheutor Nar'r Bunk, 490 N.E.20 515, 519- 20 (III. Ct. App. 1986).
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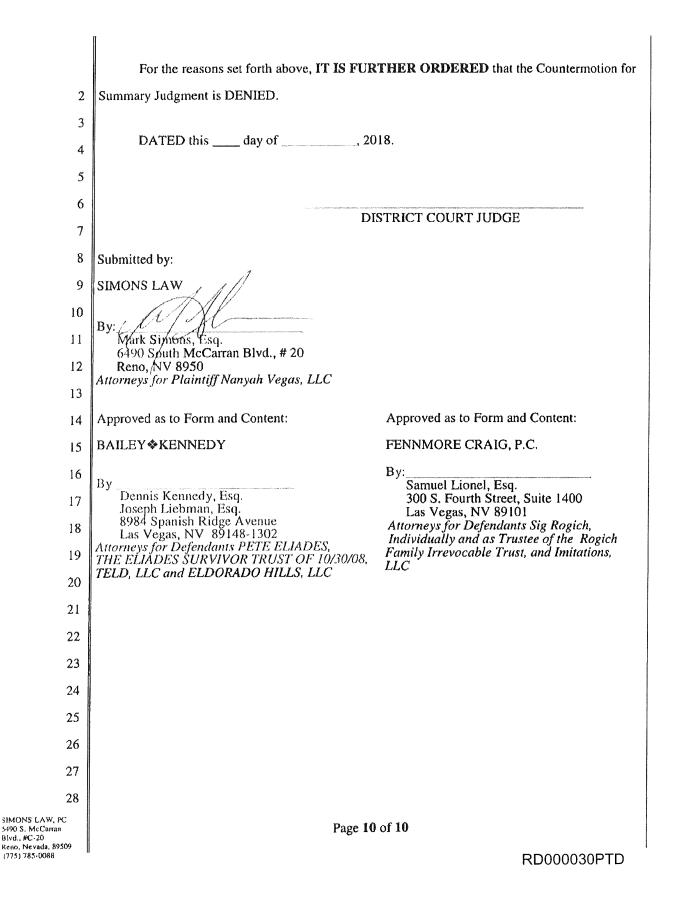
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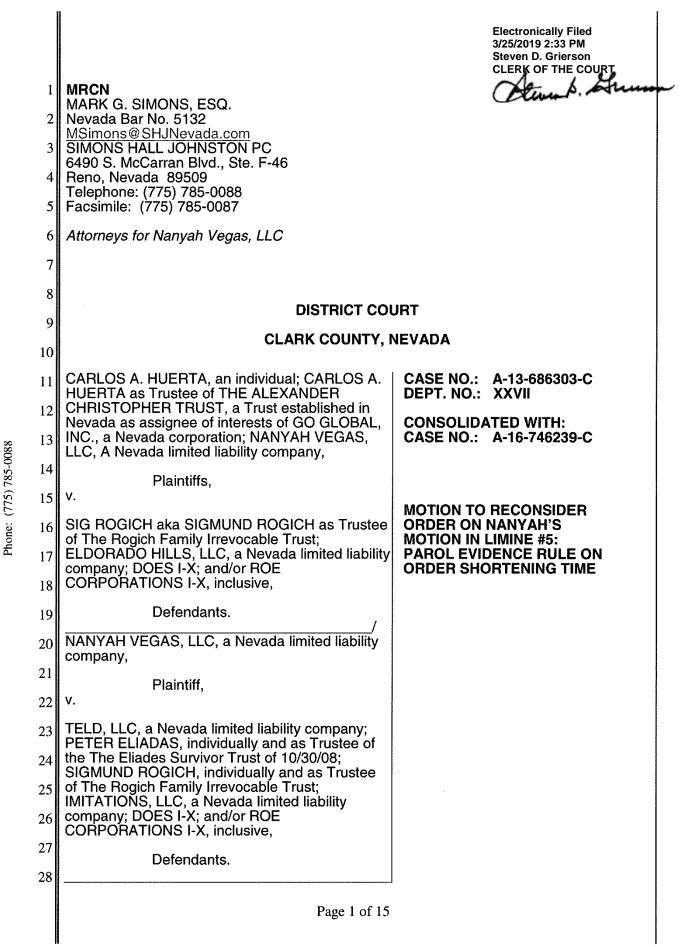
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28	20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants
27	v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
26	action with the intent to commit an unlawful objective, not necessarily a tort." Cadle Woods
25	19. "[C]ivil conspiracy liability may attach where two or more persons undertake some concerted
24	Defendants for Nanyah's benefit.
23	within the relevant agreements which imposes any sort of obligation on the Eliades
22	18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing
21	duties beyond those agreed to by the parties." 17A C.J.S. Contracts § 437.
20	17. Further, "the implied covenant or duty of good faith and fair dealing does not create rights or
19	(citation omitted).
18	Ins. Co. of the West v. Gibson Tile Co., Inc., 122 Nev. 455, 461, 134 P.3d 698, 702 (2006)
17	16. A tortious implied covenant claim will only arise in "rare and exceptional circumstances."
16	Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
15	third-party beneficiary—to sue the Eliades Defendants. See Lipshie v. Tracy Inv. Co., 93
14	obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged
13	15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or
12	written terms of an agreement is a violation of the parol evidence rule).
11	839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the
10	determine the Eliades Defendants' so-called contractual liability. Krieger v. Elkins, 96 Nev.
9	intent of the parties as a matter of law, and is precluded from considering any testimony to
8	14. Because the relevant agreements are clear and unambiguous, this Court may determine the
7	any type of encumbrance. Nanyah was not a party to this agreement.
6	Eliades Defendants purchased all of their Eldorado membership interests free and clear from
5	13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the
4	obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
3	confirms that the Eliades Defendants would not be responsible for the Rogich Trust's
2	Agreement (whereby Teld purchased some of the Rogich Trust's membership interests)
	explicit language contained in the October 30, 2008 Membership Interes

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	obtained membership interests in Eldorado allegedly subject to repayment obligations owed
2	to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by
3	seeking to interfere with the return of Nanyah's alleged investment in Eldorado.
4	21. Because the Court concludes that that Eliades Defendants did not specifically assumed the
5	Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there
6	is no unlawful objective to support a civil conspiracy claim. The Court also finds that the
7	intracorporate conspiracy doctrine does not apply because the claim does not involve the
8	Eliades Defendants conspiring with Eldorado.
9	22. Any conclusion of law set forth herein more appropriately designated as a finding of fact
10	shall be so designated.
11	ORDER
12	Based upon the foregoing findings of fact and conclusions of law, IT IS HEREBY
13	ORDERED that the Motion for Summary Judgment is GRANTED. The Court enters summary
14	judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice,
15	Nanyah's following claims for relief against the Eliades Defendants:
16	1. First Claim for Relief – Breach of Contract;
17	2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
18	3. Third Claim for Relief - Tortious Breach of Implied Covenant of Good Faith and Fair
19	Dealing;
20	4. Sixth Claim for Relief – Civil conspiracy;
21	5. Eighth Claim for Relief – Declaratory Relief; and
22	6. Ninth Claim for Relief – Specific Performance.
23	As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.
24	///
25	///
26	///
27	111
28	111
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SIMONS HALL JOHNSTON PC

6490 S. McCarran Blvd., Ste. F-46 Reno, NV 89509

Case Number: A-13-686303-C

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 5 upon the following Memorandum of Points and Authorities, the exhibits attached hereto, 6 all pleadings and filings in this action and any additional information the Court considers 7 appropriate. 8 DATED this 25th day of March, 2019. 9 SIMONS HALL JOHNSTON PC 10 6490 So. McCarran Blvd., #F-46 Reno, Nevada, 89509 11 12 /s/ Mark G. Simons MARK G. SIMONS 13 Attorney for Nanyah Vegas, LLC 14 15 **DECLARATION OF MARK G. SIMONS IN SUPPORT OF MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5: PAROL EVIDENCE RULE ON** 16 **ORDER SHORTENING TIME** 17 I, MARK G. SIMONS, hereby declare as follow: 18 1. I am a partner with the law firm of SIMONS HALL JOHNSTON PC, which is 19 20 counsel for Nanyah in the above-captioned matter. 21 2. This Declaration is made and based upon my personal knowledge. If called 22 to testimony, I could competently do so. 23 Trial in this matter is set for a firm setting to begin April 22, 2019. 3. 24 4. On April 4, 2019, the Court is conducting oral argument on three (3) related 25 motions in this action. 26 27 28 Page 2 of 15

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1			
1	5. Given the Court's incorrect analysis and clear error in rendering its oral		
2	pronouncement denying Nanyah's Motion, this emergency motion to reconsider is		
3	mandated and required.		
4	6. The three (3) additional hearings scheduled on April 4, 2019, relate in some		
5 6	fashion to the issues needing reconsideration.		
7	7. This motion is submitted in good faith and not for purposes of delay.		
8	I declare under penalty of perjury of the laws of the State of Nevada that the		
9	foregoing statements are true and correct to the best of my knowledge.		
10	DATED this 25 th day of March, 2019.		
11			
12	/s/ Mark G. Simons		
13	MARK G. SIMONS		
14	ORDER SHORTENING TIME		
15	TO: ALL INTERESTED PARTIES and THEIR ATTORNEYS OF RECORD:		
16 17	Upon application of counsel, and good cause appearing, IT IS HEREBY		
17	ORDERED that Nanyah's MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION		
19	IN LIMINE #5: PAROL EVIDENCE RULE ON ORDER SHORTENING TIME shall be		
20	heard on the $4/1/2$ day of $4/1/1/2$, 2019, at the hour of 9.30 (a). or		
21	as soon thereafter as counsel may be heard.		
22	DATED this 25 th day of March, 2019.		
23	RG		
24	J. Comberza		
25 26	DISTRICT COURT JUDGE		
26 27	of my 5		
28			
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MEMORANDUM OF POINTS AND AUTHORITIES

I. MOTION FOR RECONSIDERATION.

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

The Court should grant a motion for reconsideration when the original decision was "clearly erroneous." Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, 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 16 conclusion. Geller v. McCowan, 64 Nev. 106, 108, 178 P.2d 380, 381 (1947). Finally, a 17 motion for reconsideration is warranted when, for sufficient cause, such as an incorrect 18 application of law, the Court rendered an incorrect ruling. Id.

11. **BASIS OF MOTION FOR RECONSIDERATION.**

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

> 1. The parol evidence rule did not apply to Eldorado Hills, LLC ("Eldorado") because Eldorado was not a party to the written contracts at issue in this case.

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1 2	2. The parol evidence rule did not apply to the Rogich Defendants because the Court had not yet found that Nanyah was a third-party beneficiary of the written contracts at issue in this action. ¹				
3	Both rulings by the Court are incorrect as a matter of law and are clearly erroneous				
4	necessitating this motion for reconsideration.				
6	III. THE COURT'S OCTOBER 5, 2018, ORDER ESTABLISHED LEGAL AND BINDING RULINGS IN THIS ACTION.				
7	In what appears to be a blatant attempt to allow Eldorado and the Rogich	ł			
8	Defendants to offer a myriad of parol 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 parol 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 17	The following are undisputed facts and rulings of law contained in the Court's Order				
18	that are applicable to this motion:				
19 20	 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 				
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					
25 26					
27	¹ Sigmund Rogich individually, as Trustee of the Rogich Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") are collectively referred to herein as the "Rogich				
28	Defendants".				
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1		Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.
2	5.a.ii	The October 30, 2008, Purchase Agreement states at Section 4 the
3		following: Seller [Go Global], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's
4 5		[The Rogich Trust's] obligation" The Exhibit A Claimants include
6		Nanyah and its \$1,500,000.00 investment.
7	5.b.i.	The October 30, 2008, Membership Interest Purchase Agreement
8		identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and unequivocally states the following: Seller [Rogich
9		Trust] confirms that certain amounts have been advanced to or on behalf of the Company [Eldorado] by certain third-parties [including
10		Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also memorializes Nanyah's \$1,500,000 investment into Eldorado.
11		····
12	5.b.iv.	Eliades acknowledges that it was always the responsibility of Rogich
13		and the Rogich Trust to repay Nanyah for its investment in Eldorado.
14	5.d.i.	As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not
15		been paid.
16	6.	Any finding of fact set forth herein more appropriately designated as a
17	0.	conclusion of law shall be so designated.
18	7.	The October 30, 2008, Purchase Agreement states that The Rogich
19		Trust specifically agreed to assume the obligation to pay Nanyah its percentage or Debt
20		
21 22	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
22		precluded from considering any testimony to determine the Eliades Defendants' so-called contractual liability. <i>Krieger v. Elkins</i> , 96 Nev. 839,
24		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
25		evidence rule).
26	15.	Based on the above, the Eliades Defendants never assumed the
27		Rogich Trust's debt or obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to
28		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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1 . . . 2 21. ... the Court concludes that that Eliades Defendants did not 3 specifically assumed the Rogich Trust's obligation to repay Nanyah Its \$1,500,000.00 investment into Eldorado 4 5 22. Any conclusion of law set forth herein more appropriately designated as a finding of fact shall be so designated. 6 Exh. 1 (emphasis added). 7 8 So, in summary, the Court made specific rulings of law in its Order that based upon 9 "clear and unambiguous" terms of the various contracts that invested \$1.5 million into 10 Eldorado, Eldorado had an "obligation" to repay this investment and the Rogich Trust 11 "specifically agreed" to assume the repayment obligation. Then, the Court even 12 specifically applied the parol evidence rule to bar Nanyah from presenting any 13 parol evidence demonstrating the Eliades Defendants' liability under the contracts. 14 Now, in an effort to avoid the consequences of its Order, the Court refused to 15 16 comply with the legal rulings contained in its Order and refuses to apply the parol 17 evidence rule contending that Nanyah is not a third-party beneficiary even though (1) the 18 Court found that Nanyah was in fact a third-party beneficiary because it already has 19 applied the parol evidence rule against Nanyah in this action treating Nanyah as an 20 express third-party beneficiary of the various contracts and (2) because the Court 21 specifically identified that the various contracts all contain the Rogich Trust's express 22 23 admission and concession that Nanyah is in fact a third-party beneficiary of the contracts 24 because the Rogich Trust "specifically assumed" the repayment of Nanyah's \$1.5 million 25 investment. 26 111 27 111

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DEFENDANTS AND THE COURT'S REFUSAL TO ENFORCE THE PAROL EVIDENCE RULE IN LIGHT OF ITS PRIOR ORDER IS CLEAR ERROR AND ARBITRARY AND CAPRICIOUS CONDUCT. To assert that the parol evidence rule does not apply to the Rogich Trust because the Court did not conclude that Nanyah is a third-party beneficiary is a clear error of law.

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

THE PAROL EVIDENCE RULE DIRECTLY APPLIES TO THE ROGICH

Second, the Court already ruled that Nanyah is a third-party beneficiary of the 19 20various contracts because the Court already applied the parol evidence rule against 21 Nanyah. The Court does not get to pick and chose which parties are subject to the parol 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 28

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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 assume the obligation to pay Nanyah its percentage interest in 4 Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. 5 . . . 6 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its 7 percentage or Debt 8 Exh. 1, ¶4, ¶7 (emphasis added). The foregoing legal rulings result in consequences in 9 this case. One of the consequences is that the Court specifically found that Nanyah is an 10 identified third-party beneficiary of the Rogich Trust's promise to repay its debt. 11 12 Since the Court already determined as a matter of law that Nanyah is a third-party 13 beneficiary of the various agreements, this Court's ruling is a clear error of law. Lipshie 14 v. Tracy Investment Co., 93 Nev. 370, 379 566 P.2d 819 (1977) ("To obtain such a [third 15 party beneficiary] status, there must clearly appear a promissory intent to benefit the third 16 party "). The Court has already defined as a matter of law that it clearly appears a 17 promissory intent to benefit Nanyah as a matter of law. As such, the Court must 18 reconsider its ruling and grant Nanyah's Motion as requested since the Court has already 19 20 determined that Nanyah is a third-party beneficiary under the various contracts as a 21 matter of law in this action. 22 Β. ELDORADO IS ALSO BARRED BY THE PAROL EVIDENCE RULE SINCE ELDORADO IS A PARTY TO THE EXACT SAME CLEAR AND 23 **UNAMBIGOUS CONTRACTS.** 24 The Court denied Nanyah's Motion as to Eldorado on the entirely unsupportable 25 and fictitious basis that Eldorado is not a party to the various contracts at issue in this 26 case. That legal fiction is another clearly erroneous decision by this Court. 27 28 Page 9 of 15

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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 8 Eldorado's Amended Operating Agreement cross-references and cross-incorporates the 9 Membership Interest Purchase Agreements. Both agreements reference and incorporate 10 each other! 11 The Court's Order specifically found as a matter of that Recital A of Eldorado's 12 Amended Operating Agreement incorporates the totality of the Rogich Trust's 13 Membership Interest Purchase Agreements were "fully incorporated" into Eldorado's 14 Amended Operating Agreement as follows: 15 16 5.c.iii The terms and conditions of the October 30, 2008 Membership 17 Interest Purchase Agreement were incorporated by reference 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 24 Amended Operating Agreement makes Eldorado a party to those agreements—as a 25 matter of law. Hill Int'l, Inc. v. Opportunity Partners L.P., 119 A.3d 30, 38 (Del. 2015) 26 ("The bylaws of a Delaware corporation constitute part of a binding broader contract 27 among the directors, officers and stockholders formed within the statutory framework of 28

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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 8 Grocers' Dairy Co., 391 Mich. 729, 219 N.W.2d 55 (1974) ("The bylaws of a corporation, 9 so long as adopted in conformity with state law, constitute a binding contract between 10 the corporation and its shareholders."); St. John's Hosp. Med. Staff v. St. John Reg'l Med. 11 Ctr., Inc., 245 N.W.2d 472, 474 (S.D. 1976) ("the bylaws of a corporation . . . constitute 12 a binding contract between the corporation and its shareholders."); Lawson v. Household 13 Fin. Corp., 152 A. 723, 727 (Del. 1930) ("it has been generally recognized in this country 14 that the charter of a corporation is a contract both between the corporation and the state 15 and the corporation and its stockholders. It is not necessary to cite authorities to support 16 17 this proposition.").

When a party's own contract refers and incorporates another contract, those two
contracts form a single indivisible contract. 11 Williston on Contracts § 30:25 (4th ed.)
("When a writing refers to 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."). As stated in <u>Canadian Nat. Ry. Co. v. Montreal, Maine &</u>
<u>Atl. Ry., Inc.</u>, 786 F. Supp. 2d 398, 415 (D. Me. 2011).

[I]t is hornbook law that contracting parties may incorporate additional terms by reference to a separate document, in whole or in part. *See* 11 Richard A. Lord, Williston on Contracts § 30:25 (4th ed. 2010) (Williston). "Where a writing refers to 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.

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Id. Accordingly, this Court has already ruled that Eldorado's Amended Operating 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

Consequently, first, the Court's conclusion that Eldorado is not a party to its own

Amended Operating Agreement is a clear error of law. Second, the Court's conclusion 7

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.

Finally, to the extent the Court's analysis was premised on the claims asserted by

Nanyah, the application of the parol evidence rule is not tied to or conditioned upon the

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

16 opportunity to again misapply the parol evidence rule, this reasoning is also without any

legal support and is clear error.

С. THE COURT CANNOT PICK AND CHOSE WHO IS BOUND BY THE PAROL EVIDENCE RULE IN THIS ACTION. IF ONE PARTY IS-THEY ALL ARE.

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

> 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).

> > Page 12 of 15

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 Court's Order specifically cites to the case Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d 3 370, 373 (1980) for the following standard of law: 4

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

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

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

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

DATED this 25th day of March, 2019.

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

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

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1	CERTIFICATE OF SERVICE		
2	Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of		
4	SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of		
5	the MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5:		
6	PAROL EVIDENCE RULE ON ORDER SHORTENING TIME on all parties to this action		
7	via the Odyssey E-Filing System:		
8 9	Dennis L. Kennedydkennedy@baileykennedy.comBailey Kennedy, LLPbkfederaldownloads@baileykennedy.com		
10	Joseph A. Liebmanjlienbman@baileykennedy.comAndrew Leavittandrewleavitt@gmail.com		
11	Angela Westlake awestlake@lionelsawyer.com Brandon McDonald brandon@mcdonaldlayers.com		
12	Bryan A. Lindsey bryan@nvfirm.com Charles Barnabi cj@mcdonaldlawyers.com		
13	Christy Cahall christy@nvfirm.com Lettie Herrera lettie.herrera@andrewleavittlaw.com		
14	Rob Hernquist rhernquist@lionelsawyer.com		
15	Samuel Lionel slionel@fclaw.com		
16	CJ Barnabicj@cohenjohnson.comH S Johnsoncalendar@cohenjohnson.com		
17	Erica Rosenberry erosenberry@fclaw.com		
18 19	DATED this 25day of March, 2019.		
20	Cholliberson		
21	Employee of/Simons Hall Johnston PC		
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	EXHIBIT LIS	т
NO.	DESCRIPTION	PAGES
1	Order	10

EXHIBIT 1

EXHIBIT 1

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	1	Electronically Filed 10/5/2018 1:49 PM Steven D. Grierson	
		CLERK OF THE COURT	
	ORDR (CIV) Mark G. Simons, Esq., NSB No. 5132	Otenand. Annum	
2	SIMONS LAW, PC		
3	6490 S. McCarran Blvd., #C-20 Reno, Nevada, 89509		
4	Telephone: (775) 785-0088 Facsimile: (775) 785-0087		
5	Email: mark@mgsimonslaw.com		
	Attorneys for Nanyah Vegas, LLC		
6			
7 DISTRICT COURT CLARK COUNTY, NEVADA			
8			
9	CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE	Case No. A-13-686303-C Dept. No. XXVII	
10	ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of		
11	interests of GO GLOBAL, INC., a Nevada	ORDER: (1) GRANTING DEFENDANTS	
12	Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	PETER ELIADES, INDIVIDUALLY AND AS TRUSTEE OF THE ELIADES SURVIVOR TRUST OF 10/30/08, AND	
	Plaintiffs, vs.	TELD, LLC'S MOTION FOR	
13		SUMMARY JUDGMENT; AND (2) DENYING NANYAH VEGAS, LLC'S	
14	SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable	COUNTERMOTION FOR SUMMARY JUDGMENT	
15 16	Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,		
10	Defendants.		
17			
18	NANYAH VEGAS, LLC, a Nevada limited liability company,		
19	Plaintiff, vs.		
20			
21	TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually and	CONSOLIDATED WITH:	
22	as Trustee of The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually	Case No. A-16-746239-C	
23	and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a		
24	Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,		
25	Defendants.		
26	THIS MATTER came before the Court on Ju	ly 26, 2018 on Defendants Peter Eliades,	
27	individually ("Eliades") and as Trustee of The Eliade	s Survivor Trust of 10/30/08 (the "Eliades	
28	Trust"), and Teld, LLC's ("Teld") (collectively, the "	Eliades Defendants") Motion for Summary	
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Case Number: A-13-686303-C

	Judgment (the "Motion for Summary Judgment"), and Nanyah Vegas, LLC's ("Nanyah")	
2	Countermotion for Summary Judgment (the "Countermotion for Summary Judgment"). The Parties	
3	appeared as follows:	
4	For the Eliades Defendants and Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of	
5	Bailey & Kennedy, LLP.	
6	> For Sig Rogich, individually ("Rogich") and as Trustee of the Rogich Family Irrevocable	
7	Trust (the "Rogich Trust"), and Imitations, LLC (collectively, the "Rogich Defendants"):	
8	Samuel Lionel, Esq. of Fennemore Craig, P.C.	
9	For Nanyah: Mark G. Simons, Esq. of Simons Law, PC.	
10	The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings	
11	on file, and having considered the same, and for the reasons stated upon the record, finds as follows:	
1 2	UNDISPUTED MATERIAL FACTS	
13	The Relevant History of Eldorado	
14	1. Eldorado was formed in 2005 for the purpose of owning and developing approximately 161	
15	acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global,	
16	Inc. (100% owned by Carlos Huerta) and the Rogich Trust.	
17	2. In 2007, Huerta contacted Nanyah to invest. In December of 2007, Nanyah wired	
18	\$1,500,000.00 which eventually was deposited into Eldorado's bank account. At this time,	
19	the Eliades Defendants had no involvement with Eldorado.	
20	3. In October of 2008, approximately ten months later, Teld purchased a 1/3 interest in	
21	Eldorado for \$3,000,000.00. Concurrently, The Flangas Trust also purchased a 1/3 interest in	
22	Eldorado for \$3,000,000.00, which was subsequently transferred to Teld when the Flangas	
23	Trust backed out of the deal. Because Teld ended up with a larger percentage of Eldorado	
24	than originally contemplated, it was later agreed that the Rogich Trust would re-acquire	
25	6.67% of Eldorado from Teld. As a result of these transactions, Go Global (i.e., Huerta) no	
26	longer owned an Eldorado membership interest, Teld owned 60% of Eldorado, and the	
27	Rogich Trust owned approximately 40% of Eldorado.	
28	4. These transactions were memorialized in various written agreements. Nanyah was not	
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	included as a named signatory on the agreements, however, the agreements identified that		
2	The Rogigh 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.		
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6	a. October 30, 2008 Purchase Agreement between Go Global, Carlos Huerta, and		
7	the Rogich Trust:		
8	i. "[Go Global and Huerta] owns a membership interest in Eldorado Hills,		
9	LLC equal or greater than thirty-five percent and which may be as high as		
10	forty-nine and forty-four one hundredths (49.44%) of the total ownership		
11	interests in the Company. Such interest, as well as the ownership interest		
12	currently held by [the Rogich Trust], may be subject to certain potential		
. 13	claims of those entities set forth and attached hereto in Exhibit 'A' and		
14	incorporated by this reference ('Potential Claimants'). [The Rogich Trust]		
15	intends to negotiate such claims with [Go Global and Huerta's] assistance so		
16	that such claimants confirm or convert the amounts set forth beside the name		
17	of each said claimants into non-interest bearing debt, or an equity percentage		
18	to be determined by [the Rogich Trust] after consultation with [Go Global and		
19	Huerta] as desired by [Go Global and Huerta], with no capital calls for		
20	monthly payments, and a distribution in respect of their claims in amounts		
21	from the one-third (1/3 rd) 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.		
28			
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	b. October 30, 2008 Membership Interest Purchase Agreement between Rogich,	
2	the Rogich Trust, Teld, Go Global and Huerta:	
3	3 i. The Octobert 30, 2008, Membership Interest Purchase Agreement identifie	
4	Nanyah's \$1,500,000 investment into Eldorado at Exhibit D which clearly and	
5	unequivocally states the following: Seller [Rogich and the Rogich Trust]	
6	confirms that certain amounts have been advanced to or on behalf of the	
7	Company [Eldorado] by certain third-parties [including Nanyah], as	
8	referenced in Section 8 of the Agreement. Exhibit D also memorializes	
9	Nanyah's \$1,500,000 investment into Eldorado.	
10	ii. Section 8(c) of this agreement again states that "Seller [Rogich and the Rogich	
11	Trust] shall defend, indemnify and hold Buyer [Teld] harmless from any and	
12	all the claims of Nanyah each of whom invested or otherwise	
13	advanced funds (i) It is the current intention of Seller [Rogich and the	
14	Rogich Trust] that such amounts be confirmed or converted to debt	
15	iii. Eliades acknowledged that he was aware of the Rogich Trust's obligation to	
16	Nanyah contained in the October 30, 2008, Purchase Agreement when he	
17	entered into the October 30, 2008 Membership Interest Purchase Agreement	
18	and that he understood that Teld's acquisition of the Rogich Trust's	
19	membership interests in Eldorado was subject to the terms and conditions of	
20	the October 30, 2008, Purchase Agreement.	
21	iv. Eliades acknowledges that it was always the responsibility of Rogich and the	
22	Rogich Trust to repay Nanyah for its investment in Eldorado.	
23	v. "[The Rogich Trust] is the owner, beneficially and of record, of the	
24	Membership Interest, free and clear of all liens, encumbrances, security	
25	agreements, equities, options, claims, charges, and restrictions, and [Teld] will	
26	receive at Closing good and absolute title thereto free of any liens, charges or	
27	encumbrances thereon."	
28	vi. "[The Rogich Trust] shall defend, indemnify, and hold [Teld] harmless from	
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	any and all the claims of Eddyline Investments, LLC, Ray Family Trust,
2	Nanyah Vegas, LLC, and Antonio Nevada, LLC, each of whom invested or
3	otherwise advanced the funds, plus certain possible claimed accrued interest."
4	vii. "It is the current intention of [the Rogich Trust] that such amounts be
5	confirmed or converted to debt, with no obligation to participate in capital
6	calls or monthly payments, a pro-rata distribution at such time as [Eldorado's]
7	real property is sold or otherwise disposed of. Regardless of whether this
8	intention is realized, [the Rogich Trust] shall remain solely responsible for any
9	claims by the above referenced entities set forth in this section above."
10	viii. "The 'pro-rata distributions' hereinabove referenced shall mean equal one-
11	third shares pursuant to the ownership set forth in Section 3 above, provided,
12	that any amounts owing to those entities set forth on Exhibit 'D,' or who shall
13	otherwise claim an ownership interest based upon contributions or advances
14	directly or indirectly to [Eldorado] made prior to the date of this agreement,
15	shall be satisfied solely by [the Rogich Trust]."
16	ix. "The parties agree that [the Rogich Trust] may transfer [the Rogich Trust's]
17	ownership interest in [Eldorado] to one or more of the entities set forth in
18	Exhibit 'D' to satisfy any claims such entity may have."
19	c. October 30, 2008 Amended and Restated Operating Agreement between the
20	Rogich Trust, the Flangas Trust, and Teld:
21	i. "The Rogich Trust will retain a one-third (1/3 rd) ownership interest in
22	[Eldorado] (subject to certain possible dilution or other indemnification
23	responsibilities assumed by the Rogich Trust in the Purchase Documents)."
24	ii. "The Rogich trust shall indemnify and hold the Flangas Trust and Teld
25	harmless from and against the claims of any individuals or entities claiming to
26	be entitled to a share of profits and losses other than the Rogich Trust, the
27	Flangas Trust and Teld, so as not to diminish the one-third (1/3rd) participation
28	in profits and losses by each of the Flangas Trust and Teld."
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	iii.	The terms and conditions of the October 30, 2008 Membership Interest
2		Purchase Agreement were incorporated by reference into the October 30,
3		2008 Amended and Restated Operating Agreement. Recital A.
4	d. Janua	ry 1, 2012 Membership Interest Assignment Agreement between the
5	Rogic	h Trust and the Eliades Trust:
6	i.	The January 1, 2012, Membership Interest Assignment Agreement was not
7		executed until sometime in August, 2012.
8	ii.	As of August, 2012, the debt owed to Nanyah of \$1,500,000.00 had not been
9		paid.
10	iii.	"Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a
11	l	Nevada limited-liability companyas of the date hereof(Within the Rogici
12		40% is a potential 1.12% interest of other holders not of formal record with
13		Eldorado)."
14	iv.	"Rogich has not, other than as previously stated, transferred, sold, conveyed
15		or encumbered any of his Forty Percent (40%) to any other person or entity
16		prior to this Agreement, except for the potential claims of .95% held by The
17		Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C."
18	v.	"Rogich will cause the satisfaction of the Teld note at Closing and Eliades
19		will receive at closing good and absolute title free of any liens, charges or
20		encumbrances thereon."
21	vi.	The Eliades Defendants never informed Nanyah of this agreement and/or that
22		they were acquiring the remainder of the Rogich Trust's interest in Eldorado.
23	vii.	The Eliades Defendants have no knowledge or understanding when Nanyah
24		discovered or was informed of the d. January 1, 2012 Membership Interest
25		Assignment Agreement.
26	viii.	Nanyah was not a party to this agreement.
27	6. Any finding of	fact set forth herein more appropriately designated as a conclusion of law
28	shall be so des	ignated.
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	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	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. Streator Nat'l Bank, 496 N.E.2d 315, 319- 20 (Ill. Ct. App. 1986).
SIMONS LAW, PC 5490 S. McCartan	Page 7 of 10

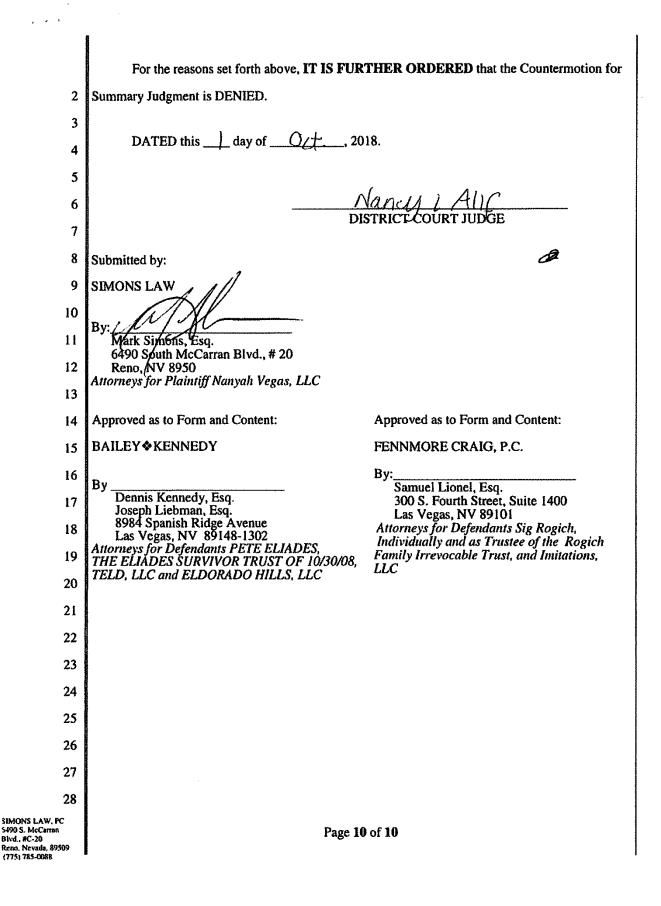
SIMONS LAW, PC 5490 S. McCarran Blvd., #C-20 Reno, Nevada, 89509 (775) 785-0088

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Page 7 of 10

	explicit language contained in the October 30, 2008 Membership Interest Purchase
2	Agreement (whereby Teld purchased some of the Rogich Trust's membership interests)
3	confirms that the Eliades Defendants would not be responsible for the Rogich Trust's
4	obligations to Nanyah's to pay Nanyah is percentage of Eldorado or the debt to Nanyah.
5	13. Likewise, the explicit language of the relevant agreements also make it crystal clear that the
6	Eliades Defendants purchased all of their Eldorado membership interests free and clear from
7	any type of encumbrance. Nanyah was not a party to this agreement.
8	14. Because the relevant agreements are clear and unambiguous, this Court may determine the
9	intent of the parties as a matter of law, and is precluded from considering any testimony to
10	determine the Eliades Defendants' so-called contractual liability. Krieger v. Elkins, 96 Nev.
11	839, 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict or vary the
12	written terms of an agreement is a violation of the parol evidence rule).
13	15. Based on the above, the Eliades Defendants never assumed the Rogich Trust's debt or
14	obligation to Nanyah, and therefore, there is no contractual basis for Nanyah—as an alleged
15	third-party beneficiary
16	Nev. 370, 379-80, 566 P.2d 819, 825 (1977).
17	16. A tortious implied covenant claim will only arise in "rare and exceptional circumstances."
18	Ins. Co. of the West v. Gibson Tile Co., Inc., 122 Nev. 455, 461, 134 P.3d 698, 702 (2006)
19	(citation omitted).
20	17. Further, "the implied covenant or duty of good faith and fair dealing does not create rights or
21	duties beyond those agreed to by the parties." 17A C.J.S. Contracts § 437.
22	18. Nanyah's tortious implied covenant claim fails because the Court concludes there is nothing
23	within the relevant agreements which imposes any sort of obligation on the Eliades
24	Defendants for Nanyah's benefit.
25	19. "[C]ivil conspiracy liability may attach where two or more persons undertake some concerted
26	action with the intent to commit an unlawful objective, not necessarily a tort." Cadle Woods
27	v. Woods & Erickson, LLP, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1052 (2015).
28	20. Nanyah's conspiracy theory relates to the transactions whereby the Eliades Defendants
SIMONS LAW. PC 5490 S. McCarran 81vd., #C-20 Reno. Nevada, 89509 (775) 785-0088	Page 8 of 10

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	obtained membership interests in Eldorado allegedly subject to repayment obligations owed
2	to Nanyah and the Eliades Defendants supposedly pursued their own individual advantage by
3	seeking to interfere with the return of Nanyah's alleged investment in Eldorado.
4	21. Because the Court concludes that that Eliades Defendants did not specifically assumed the
5	Rogich Trust's obligation to repay Nanyah its \$1,500,000.00 investment into Eldorado, there
б	is no unlawful objective to support a civil conspiracy claim. The Court also finds that the
7	intracorporate conspiracy doctrine does not apply because the claim does not involve the
8	Eliades Defendants conspiring with Eldorado.
9	22. Any conclusion of law set forth herein more appropriately designated as a finding of fact
10	shall be so designated.
11	ORDER
12	Based upon the foregoing findings of fact and conclusions of law, IT IS HEREBY
13	ORDERED that the Motion for Summary Judgment is GRANTED. The Court enters summary
14	judgment in favor of the Eliades Defendants and against Nanyah, and dismisses, with prejudice,
15	Nanyah's following claims for relief against the Eliades Defendants:
16	I. First Claim for Relief – Breach of Contract;
17	2. Second Claim for Relief – Breach of Implied Covenant of Good Faith and Fair Dealing;
18	3. Third Claim for Relief – Tortious Breach of Implied Covenant of Good Faith and Fair
19	Dealing;
20	4. Sixth Claim for Relief – Civil conspiracy;
21	5. Eighth Claim for Relief – Declaratory Relief; and
22	6. Ninth Claim for Relief – Specific Performance.
23	As a result of this Order, the Eliades Defendants are completely dismissed from this litigation.
24	
25	///
27 28	///
SIMONS LAW, PC	
5490 S. McCarran Bivd., #C-20 Reno, Nevada, 89509 (775) 785-0088	Page 9 of 10



		Electronically Filed 3/26/2019 9:32 AM Steven D. Grierson			
	ORDR	CLERK OF THE COURT			
2	Samuel S. Lionel, Esq. (Bar No. 1766)	Atump. Atum			
	Brenoch Wirthlin, Esq. (Bar No. 10282)				
3	FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400				
4	Las Vegas, Nevada 89101				
5	Tel.: (702) 692-8000; Fax: (702) 692-8099 Email: <u>slionel@fclaw.com</u>				
6	Attorneys for Sigmund Rogich, Individually and as				
7	Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC				
/					
8					
9	DISTRICT (CLARK COUNT				
10		1, NEVADA			
11	CARLOS A. HUERTA, an individual;	Case No. A-13-686303-C			
12	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	Dept. No. XXVII			
13	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	ORDER DENYING			
14	Corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	THE ROGICH DEFENDANTS' NRCP 60(B) MOTION			
	Plaintiffs,	INCI W(B) MOTION			
15	VS.				
16	SIG ROGICH aka SIGMUND ROGICH as				
17	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.	CONSOLIDATED WITH:			
20	NANYAH VEGAS, LLC, a Nevada limited liability company,	4			
21		Case No. A-16-746239-C			
22	Plaintiff, vs.				
23	TELD, LLC, a Nevada limited liability company; PETER ELIADES, individually and				
24	as Trustee of The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually				
25	and as Trustee of The Rogich Family				
26	Irrevocable Trust; IMITATIONS, LLC, a Nevada limited liability company; DOES I-X;				
26	and/or ROE CORPORATIONS I-X, inclusive,				
27	Defendants.				
28					
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~			
	THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from		
2	the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich,		
3	individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC		
4	(collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:		
5	➢ For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey ♦Kennedy, LLP.		
6	For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.		
7	For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson PC.		
8	The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file,		
9	and having considered the same, and for the reasons stated herein finds as follows:		
10	1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment		
11	filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of		
12	10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants")		
13	and on Nanyah's Countermotion for Summary Judgment.		
14	2. On August 7, 2018, the Court entered its Minute Order granting the Eliades		
15	Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute		
16	Order").		
17	3. On October 5, 2018, the Court rendered its Order granting summary judgment in		
18	favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").		
19	4. On February 6, 2019, the Rogich Defendants filed the present motion for relief		
20	pursuant to NRCP 60(b)(1).		
21	5. The Court finds that the Rogich Defendants' motion was timely filed.		
22	6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists		
23	with respect to the Court's Order or the Court's Minute Order.		
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	Page 2 of 3		

JA_006106

For the reasons set forth above, IT IS ORDERED that the Rogich Defendants' Motion for 2 NRCP 60(b) relief is **DENIED**. DATED this \Im day of March, 2019. 3 4 DISTRICT COURT JUDGE 5 6 7 8 Submitted by: FENNEMORE CRAIG, P.Q. 9 10 By: Samuel Lionel, Esq. Brenoch Wirthlin, Esq. 11 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101 12 Attorneys for Defendants Sig Rogich, Individually and as Trustee of the Rogich 13 Family Irrevocable Trust, and Imitations, LLC 14 15 16 Approved as to Form and Content: Approved as to Form and Content: 17 **BAILEY** KENNEDY SIMONS HALL JOHNSTON PC 18 By By: 19 Dennis Kennedy, Esq. Mark G. Simons, Esq. Joseph Liebman, Esq. 6490 South McCarran Blvd., #F-46 20 8984 Spanish Ridge Avenue Las Vegas, NV 89148-1302 Reno, NV 89509 Attorneys for Plaintiff Nanyah Vegas, 21 Attorneys for Defendants PETE ELIADES, LLC THE ELIADES SURVIVOR TRUST OF 22 10/30/08. TELD, LLC and ELDORADO HILLS, LLC 23 24 25 26 27 28 Page 3 of 3

		Electronically Filed 3/26/2019 10:36 AM Steven D. Grierson CLERK OF THE COURT
1	Samuel S. Lionel, Esq. (Bar No. 1766)	Stern S. atrum
2	Brenoch Wirthlin, Esq. (Bar No. 10282)	Country 11
	FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400	
3	Las Vegas, Nevada 89101	
4	Tel.: (702) 692-8000	
5	Fax: (702) 692-8099 Email: slionel@fclaw.com	
	Attorneys for Defendants	
6	DISTRIC	T COURT
7	CLARK COUNTY, NEVADA	
8	CARLOS A. HUERTA, an individual;	CASE NO.: A-13-686303-C
9	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	DEPT. NO.: XXVII
10	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	
11	corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	NOTICE OF ENTRY OF ORDER
12	Plaintiffs,	
13	V.	
14	SIG ROGICH aka SIGMUND ROGICH as	
15	Trustee of The Rogich Family Irrevocable	
16	Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,	
17	Defendants.	
18		
19	NANYAH VEGAS, LLC, a Nevada limited liability company,	
20	Plaintiff,	CONSOLIDATED WITH:
21	v.	CASE NO.: A-16-746239-C
22	TELD, LLC, a Nevada limited liability	
23	company; PETER ELIADES, individually and as Trustee of the The Eliades Survivor Trust of	
23	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;	
25	and/or ROE CORPORATIONS I-X, inclusive,	
26	Defendants.	
27		
28	///	
FENNEMORE CRAIG		
LAS VEGAS		
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1	Please take notice that the above-entitled Court Entered the attached ORDER DENYING	
2	THE ROGICH DEFENDANTS' NRCP 60(B) MOTION on the 26 th 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) Brenoch Wirthlin, Esq. (Bar No. 10282)	
9	FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400	
10	Las Vegas, Nevada 89101	
11	Attorneys for Defendants	
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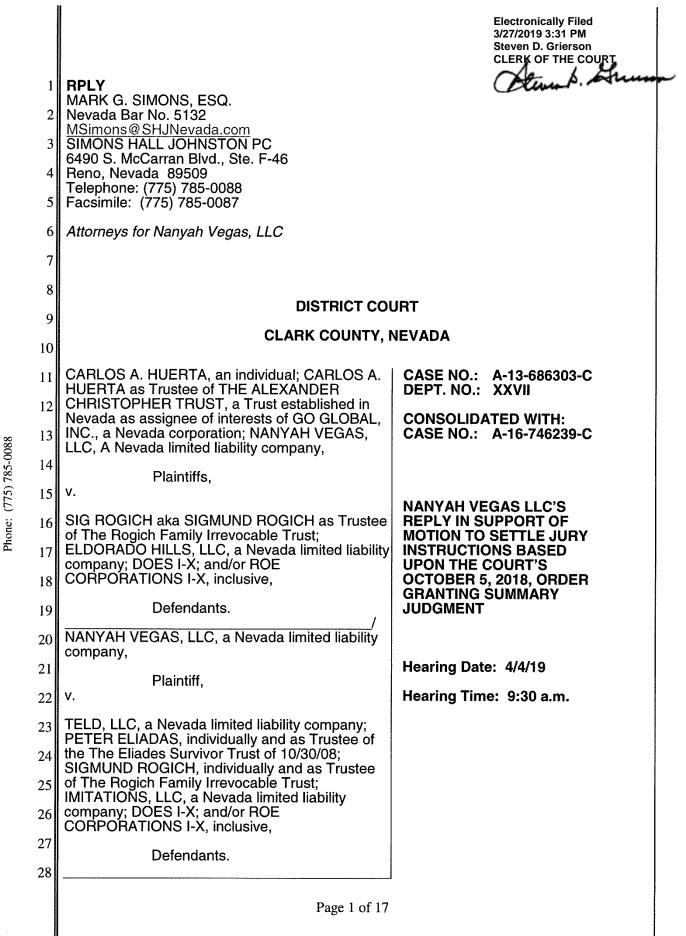
1			
2	CERTIFICATE OF SERVICE		
3	I certify that I am an employee of Fennemore Craig, P.C., and that on this date, the		
4	foregoing ORDER DENYING THE ROGICH DEFENDANTS' NRCP 60(B) MOTION was		
5	served upon the following person(s) by electronic transmission through the Court's e-filing/e-		
6	serving system, addressed as follows:		
7	Mark Simons, Esq.	Via E-service	
8	6490 South McCarran Blvd., #20 Reno, Nevada 89509		
9	Attorney for Plaintiff Nanyah Vegas, LLC		
10	Charles E. ("CJ") Barnabi, Jr. COHEN JOHNSON PARKER EDWARDS	Via E-service	
11	375 E. Warm Springs Road, Suite 104	viu E-service	
12	Las Vegas, NV 89119 Attorney for Plaintiffs Carlos Huerta		
13	and Go Global		
14	Dennis Kennedy	Via E-service	
15	Joseph Liebman BAILEY & KENNEDY	VIA E-Service	
16	8984 Spanish Ridge Avenue Las Vegas, NV 89148		
17	Attorneys for Defendants Pete Eliades, Teld, LLC and Eldorado Hills, LLC		
18	Michael Cristalli	Via E-service	
19	Janiece S. Marshall		
20	GENTILE CRISTALLI MILLER ARMENTI SAVARESE		
21	410 S. Rampart Blvd., Suite 420 Las Vegas, NV 89145		
22	······································		
23	DATED: March 26, 2019		
24		Iorganne Westover	
25	An employe	ee of Fennemore Craig, P.C.	
26			
27			
28			
FENNEMORE CRAIG			
LAS VEGAS	3		

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	ORDR	Steven D. Grierson CLERK OF THE COURT
2	Samuel S. Lionel, Esq. (Bar No. 1766)	Atump. Annon
	Brenoch Wirthlin, Esq. (Bar No. 10282) FENNEMORE CRAIG, P.C.	
3	300 S. Fourth Street, Suite 1400	
4	Las Vegas, Nevada 89101	
5	Tel.: (702) 692-8000; Fax: (702) 692-8099 Email: <u>slionel@fclaw.com</u>	
6	Attorneys for Sigmund Rogich, Individually and as	
7	Trustee of The Rogich Family Irrevocable Trust and Imitations, LLC	
8		
9	DISTRICT (CLARK COUNT	
10		
11	CARLOS A. HUERTA, an individual;	Case No. A-13-686303-C
12	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	Dept. No. XXVII
13	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	ORDER DENYING
	Corporation; NANYAH VEGAS, LLC, A	THE ROGICH DEFENDANTS'
14	Nevada limited liability company, Plaintiffs,	NRCP 60(B) MOTION
15	VS.	
16	SIG ROGICH aka SIGMUND ROGICH as	
17	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.	
		CONSOLIDATED WITH:
20	NANYAH VEGAS, LLC, a Nevada limited liability company,	Case No. A-16-746239-C
21	Plaintiff,	
22	VS.	
23	TELD, LLC, a Nevada limited liability	
24	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	
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27	Defendants.	
28		1
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	2	the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich,		
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	4	(collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:		
	5	➢ For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey ♦ Kennedy, LLP.		
	6	For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.		
	7	For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson PC.		
	8	The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file,		
	9	and having considered the same, and for the reasons stated herein finds as follows:		
	10	1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment		
	11	filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of		
	12	10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants")		
	13	and on Nanyah's Countermotion for Summary Judgment.		
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	15	Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute		
	16	Order").		
	17	3. On October 5, 2018, the Court rendered its Order granting summary judgment in		
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	19	4. On February 6, 2019, the Rogich Defendants filed the present motion for relief		
	20	pursuant to NRCP 60(b)(1).		
	21	5. The Court finds that the Rogich Defendants' motion was timely filed.		
	22	6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists		
	23	with respect to the Court's Order or the Court's Minute Order.		
	24	////		
	25	////		
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	27	////		
	28	1111		
		Page 2 of 3		

JA_006112

For the reasons set forth above, IT IS ORDERED that the Rogich Defendants' Motion for 2 NRCP 60(b) relief is **DENIED**. DATED this \Im day of March, 2019. 3 4 DISTRICT COURT JUDGE 5 6 7 8 Submitted by: FENNEMORE CRAIG, P.Q. 9 10 By: Samuel Lionel, Esq. Brenoch Wirthlin, Esq. 11 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101 12 Attorneys for Defendants Sig Rogich, Individually and as Trustee of the Rogich 13 Family Irrevocable Trust, and Imitations, LLC 14 15 16 Approved as to Form and Content: Approved as to Form and Content: 17 **BAILEY** KENNEDY SIMONS HALL JOHNSTON PC 18 By By: 19 Dennis Kennedy, Esq. Mark G. Simons, Esq. Joseph Liebman, Esq. 6490 South McCarran Blvd., #F-46 20 8984 Spanish Ridge Avenue Las Vegas, NV 89148-1302 Reno, NV 89509 Attorneys for Plaintiff Nanyah Vegas, 21 Attorneys for Defendants PETE ELIADES, LLC THE ELIADES SURVIVOR TRUST OF 22 10/30/08. TELD, LLC and ELDORADO HILLS, LLC 23 24 25 26 27 28 Page 3 of 3



SIMONS HALL JOHNSTON PC

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

Reno, NV 89509

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 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

WHY NANYAH'S MOTION MUST BE GRANTED. Ι.

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

11. 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

111. 23 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

Page 2 of 17

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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.

Exhibit 6, ¶6 (emphasis added).

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

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

Based upon the Court's Order, Nanyah filed is MIL #5 seeking enforcement of the 15 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 24 Reconsideration, the Court's denial of Nanyah's MIL #5 was clear error and must be 25 reversed. Similarly, this Court must grant this motion as requested. 26 111 27 III

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

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

The Court has rendered legal rulings that as a matter of law: the Rogich Trust "specifically assumed" "the obligation" "to pay" Nanyah its "\$1.5 million" "invested 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 the Court allowing the Court to deny Nanyah's motion.

The Court in its Order also expressly determined that Nanyah was a third-party 10 beneficiary of the various contracts. Lipshie v. Tracy Investment Co., 93 Nev. 370, 379 11 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 20 Rogich Trust "specifically assumed" the repayment of Nanyah's \$1.5 million investment. 21 The Court has already determined as a matter of law that all the contracts contain the 22 "clear promissory intent" to benefit Nanyah. The Court is not entitled to ignore its findings 23 of fact and conclusions of law under the pretext that Nanyah is not a third-party 24 beneficiary solely to assist the defendants in presenting parol evidence trying to 25 undermine the Court's findings of fact and conclusions of law. The Court's conduct is 26 clearly prejudicial, lacks impartiality and is contrary to controlling law. 27

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VI. 1 NANYAH IS ENTITLED TO JURY INSTRUCTIONS DETAILING THE COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW. 2 In Nevada it is well-established law that a party is entitled to jury instructions on 3 undisputed facts, conclusions of law and upon the application of the law to the facts. The 4 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 instruction can comment upon conclusory or undisputed fact.... 9 It is also clearly established that a court can instruct as to conclusions 10 of law or upon the application of the law to the facts.... 11 Id. at 179, 438 P.2d at 263 (emphasis added) (citations omitted). 12 It is also well-established law that Nanyah is entitled to jury instructions based 13 upon its theories of the case that are supported by the evidence and consistent with law. 14 Beattie v. Thomas, 99 Nev. 579, 583-584, 668 P.2d 268, 271 (1983) ("A party is entitled 15 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 24 jury instructions as requested. 25 If the Court denies Nanyah's motion it is committing reversable error. Beattie v. 26 Thomas, 99 Nev. 579, 583-584, 668 P.2d 268, 271 (1983) ("A party is entitled to have the 27 jury instructed on all of theories of the case that are supported by the evidence...."); 28

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¹ <u>Woosley v. State Farm Ins. Co.</u>, 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
 ⁷ "conclusions of law."

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

The Rogich Defendants argue that the Court did not conclude that Nanyah is a 11 12 third-party beneficiary. This contention is baseless. First, the Court already interpreted 13 the various unambiguous contracts to define Nanyah as a third-party beneficiary of the 14 Rogich Trust's "specific" promises to repay Nanyah its \$1.5 million invested into Eldorado. 15 The Court is bound by its legal interpretation of the parties' contracts as a matter of law. 16 Nanyah's third-party beneficiary status is no longer an issue of fact. The Court's 17 Order specifically defines Nanyah as a specifically referenced beneficiary of a specifically 18 assumed obligation owed by the Rogich Trust to repay it \$1.5 million. The Court's Order 19 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 Second, the Court already ruled that Nanyah is a third-party beneficiary of the 26

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

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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 8 this action: 9 4. ... [T]he agreements identified The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage interest in 10 Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado. . . . 11 12 7. The October 30, 2008, Purchase Agreement states that The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its 13 percentage or Debt 14

parol evidence rule. Instead, the Court found that the parol evidence rule applied to

Order, ¶4, ¶7 (emphasis added).

15 The foregoing legal rulings result in consequences in this case. One of the 16 consequences is that the Court specifically found that Nanyah is an identified third-party 17 beneficiary of the Rogich Trust's promise to repay Nanyah's \$1.5 million investment into 18 Eldorado. The Court has already defined as a matter of law that the contracts contain the 19 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 27 the various contracts when it applied the parol evidence rule against Nanyah in its Order.

²⁸ The Court has no legal or factual basis to now disregard the parol evidence rule and allow

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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 **UNAMBIGOUS CONTRACTS.**

Eldorado is a party to the various contracts at issue in this case. The legal fiction 6 that Eldorado is not bound under the terms of the clear and unambiguous contracts is 7 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 16 Agreement as an exhibit to those agreements as well. Both agreements reference and 17 incorporate each other! 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 Amended Operating Agreement as follows: 22 5.c.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.

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

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 8 matter of law. Hill Int'l, Inc. v. Opportunity Partners L.P., 119 A.3d 30, 38 (Del. 2015) 9 ("The bylaws of a Delaware corporation constitute part of a binding broader contract 10 among the directors, officers and stockholders formed within the statutory framework of 11 the Delaware General Corporation Law. Because corporate charters and bylaws are 12 contracts, our rules of contract interpretation apply."); Clary v. Borrell, 398 S.C. 287, 297, 13 727 S.E.2d 773, 778 (S.C. Ct. App. 2012) ("The operating agreement of a limited 14 liability company is a binding contract that governs the relations among the members, 15 16 managers, and the company."); Allied Supermarkets, Inc. v. Grocer's Dairy Co., 45 Mich. 17 App. 310, 315, 206 N.W.2d 490, 493 (1973), aff'd sub nom. Allied Supermarkets, Inc. v. 18 Grocers' Dairy Co., 391 Mich. 729, 219 N.W.2d 55 (1974) ("The bylaws of a corporation, 19 so long as adopted in conformity with state law, constitute a binding contract between 20 the corporation and its shareholders."); St. John's Hosp. Med. Staff v. St. John Reg'l Med. 21 Ctr., Inc., 245 N.W.2d 472, 474 (S.D. 1976) ("the bylaws of a corporation . . . constitute 22 a binding contract between the corporation and its shareholders."); Lawson v. Household 23 24 Fin. Corp., 152 A. 723, 727 (Del. 1930) ("it has been generally recognized in this country 25 that the charter of a corporation is a contract both between the corporation and the state 26 and the corporation and its stockholders. It is not necessary to cite authorities to support 27 this proposition."). 28

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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.) ("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). 7

[I]t is hornbook law that contracting parties may incorporate additional terms by reference to a separate document, in whole or in part. See 11 Richard A. Lord, Williston on Contracts § 30:25 (4th ed. 2010) (Williston). "Where a writing refers to 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.

Id. Accordingly, this Court has already ruled that Eldorado's Amended Operating

- Agreement incorporates in total the terms and conditions of the October 30, 2008,
- Membership Interest Purchase Agreements, and as such, Eldorado is a party to those

agreements as a matter of law.

In fact, the law has even coined a specific phrase to identify the legal effect of a

- 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

20 reference." "Incorporation by reference" is a legal doctrine that also has

21 consequences. When the Court specifically found that Eldorado's Operating Agreement

22 "incorporated" the various contracts specifically obligating the Rogich Trust to repay

23 Nanyah its \$1.5 million investment into Eldorado. In fact, the Court's order specifically 24

applied this legal doctrine by name when the Court found at paragraph 5.c.iii: 25

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.

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

Furthermore, in Truck Ins. Exch. v. Palmer J. Swanson, Inc., 124 Nev. 629, 634-7 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 16 (1965) (discussing "incorporation by reference" in insurance contract setting).

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
²³ unambiguous". As a matter of law.

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

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1 contracts, the parol evidence bars Eldorado from presenting any parol 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 PAROL EVIDENCE RULE IN THIS ACTION. IF ONE PARTY IS—ALL PARTIES ARE BOUND BY THE PAROL EVIDENCE RULE. 6 The Order specifically held that Nanyah could not introduce any parol evidence to 7 contradict or vary the terms of the unambiguous contracts seeking to hold the Eliades 8 Defendants liable under the various contracts because the parol evidence rule applied to 9 Nanyah! The Order specifically states as follows: 10 14. Because the relevant agreements are clear and unambiguous, this 11 Court may determine the intent of the parties as a matter of law, and is precluded from considering any testimony to determine the Eliades 12 Defendants' so-called contractual liability. Krieger v. Elkins, 96 Nev. 839, 13 843, 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 14 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 parol evidence rule. Id. As a consequence of this Court's Order, the application of Krieger v. Elkins and the 21 parol evidence rule, this Court held that Nanyah was barred from attempting to introduce 22 any testimony, exhibit or argument that contradicted the clear and unambiguous terms of 23 the contracts in this case because of the parol evidence rule. 24 The Court is not at liberty to pick and choose which parties are subject to the parol 25 evidence rule. The Court has already ruled that the parol evidence applies to Nanyah 26 and dismissed parties applying the parol evidence rule to Nanyah's claims. 27 28 Page 12 of 17

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

The Court is not at liberty to apply the parol evidence rule against Nanyah precluding it from presenting parol evidence supporting its claims against the Eliades Defendants and then, arbitrarily and capriciously, allow other defendants who are also parties to the exact same agreements introduce parol evidence. There is no logical or legal reasoning supporting the Court's diametrically opposed rulings and this motion

8 along with Nanyah's Motion for Reconsideration must be granted

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

A. ANY CONTRADICTORY EVIDENCE IS IRRELEVANT.

Any evidence that attempts to contest or challenge the Court's undisputed factual 13 findings is not relevant since the determination of an undisputed fact cannot be a relevant 14 factual issue at trial. Therefore, since the undisputed facts are no longer at issue in this 15 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 Β. 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 or needless presentation of cumulative evidence. 24 Id. The Court has made undisputed factual findings that confirm Nanyah's \$1.5 million 25 investment into Eldorado, that Eldorado received Nanyah's money and that the Rogich 26 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 Page 13 of 17

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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 8 Court's undisputed findings of fact or issues of law.

XI. CONCLUSION.

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This case focuses on Nanyah's efforts to recover its \$1.5 million investment in 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 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5 million investment, and that the Rogich Trust agreed to repay Nanyah its \$1.5 million investment on Eldorado's behalf. Further, this Court found "as a matter of law" the contracts entered into by the Rogich Trust clearly and unambiguously stated the Rogich Trust's contractual obligation to repay Nanyah its \$1.5 million investment into Eldorado. As a consequence 20 of the Court's factual and legal findings in the Order, Nanyah is entitled to the specific jury instructions requested in this motion.

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- 25 111 26 111 27 111

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Page 14 of 17

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2	AFFIRMATION: This document does not contain the social security number of any
3	person.
4	DATED this 27 th day of March, 2019.
5	SIMONS HALL JOHNSTON PC
6	6490 S. McCarran Blvd., Ste. F-46 Reno, NV 89509
7	
8	By: <u>/s/ Mark G. Simons</u>
9	MARK G. SIMONS Attorneys for Nanyah Vegas, LLC
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	Page 15 of 17
11	

*****	CERTIFICATE OF SERVICE
2 3	Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
4	SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
5	the NANYAH VEGAS LLC'S REPLY IN SUPPORT OF MOTION TO SETTLE JURY
6	INSTRUCTIONS BASED UPON THE COURT'S OCTOBER 5, 2018, ORDER
7	GRANTING SUMMARY JUDGMENT on all parties to this action via the Odyssey E-Filing
8 9	System:
10 11 12 13 14 15 16 17	Samuel Lionel slionel@fclaw.com
19 20	Erica Rosenberry <u>erosenberry@fclaw.com</u> DATED this 21 day of March, 2019.
20	
22	Employee of Simons Hall Johnston PC
23	
24	
25	
26	
27	
28	Page 16 of 17

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		EXHIBIT LIST	
NO.	DESCRIPTION		PAGE
1	3/26/19 Order		3

EXHIBIT 1

EXHIBIT 1

JA_006131

-	n	Electronically Filed
		3/26/2019 9:32 AM Steven D. Grierson
	ORDR	CLERK OF THE COURT
2	Samuel S. Lionel, Esq. (Bar No. 1766) Brenoch Wirthlin, Esq. (Bar No. 10282)	Atur A. Aturn
3	FENNEMORE CRAIG, P.C.	
4	300 S. Fourth Street, Suite 1400 Las Vegas, Nevada 89101	
5	Tel.: (702) 692-8000; Fax: (702) 692-8099	
	Email: <u>slionel@fclaw.com</u> Attorneys for Sigmund Rogich, Individually and as	
6	Trustee of The Rogich Family Irrevocable Trust	
7	and Imitations, LLC	
8		
9	DISTRICT	
10	CLARK COUNT	I, NEVADA
11	CARLOS A. HUERTA, an individual;	Case No. A-13-686303-C
12	CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a	Dept. No. XXVII
	Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	OPDED DENVING
13	Corporation; NANYAH VEGAS, LLC, A	ORDER DENYING THE ROGICH DEFENDANTS'
14	Nevada limited liability company, Plaintiffs,	NRCP 60(B) MOTION
15	vs.	
16	SIG ROGICH aka SIGMUND ROGICH as	
17	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.	
	NANYAH VEGAS, LLC, a Nevada limited	CONSOLIDATED WITH:
20	liability company,	Case No. A-16-746239-C
21	Plaintiff,	
22	vs.	
23	TELD, LLC, a Nevada limited liability	
24	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;	
	and/or ROE CORPORATIONS I-X, inclusive,	
27	Defendants.	
28		
	Page 1 c	of 3

	THIS MATTER came before the Court on February 21, 2019 on the Motion for Relief from
2	the October 5, 2018 Order Pursuant to NRCP 60(b) filed by Defendants Sigmund Rogich,
3	individually and as trustee of the Sigmund Family Irrevocable Trust, and Imitations, LLC
4	(collectively referred to as the "Rogich Defendants"). The Parties appeared as follows:
5	➢ For Eldorado Hills, LLC ("Eldorado"): Joseph Liebman, Esq. of Bailey
6	For the Rogich Defendants: Samuel Lionel, Esq. of Fennemore Craig, P.C.
7	For Nanyah: Mark G. Simons, Esq. of Simons Hall Johnson PC.
8	The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file,
• 9	and having considered the same, and for the reasons stated herein finds as follows:
10	1. On July 26, 2018, the Court heard argument on the Motion for Summary Judgment
11	filed by Peter Eliades, individually ("Eliades") and as Trustee of The Eliades Survivor Trust of
12	10/30/08 (the "Eliades Trust"), and Teld, LLC's ("Teld") (collectively, the "Eliades Defendants")
13	and on Nanyah's Countermotion for Summary Judgment.
14	2. On August 7, 2018, the Court entered its Minute Order granting the Eliades
15	Defendants' motion for summary judgment and denying Nanyah's countermotion (the "Minute
16	Order").
17	3. On October 5, 2018, the Court rendered its Order granting summary judgment in
18	favor of the Eliades Defendants and denying Nanyah's countermotion (the "Order").
19	4. On February 6, 2019, the Rogich Defendants filed the present motion for relief
20	pursuant to NRCP 60(b)(1).
21	5. The Court finds that the Rogich Defendants' motion was timely filed.
22	6. The Court finds that no mistake, inadvertence, surprise or excusable neglect exists
23	with respect to the Court's Order or the Court's Minute Order.
24	////
25	////
26	////
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	Page 2 of 3

For the reasons set forth above, IT IS ORDERED that the Rogich Defendants' Motion for 2 NRCP 60(b) relief is **DENIED**. DATED this 2 day of March, 2019. 3 4 Nang ANF DISTRICT COURT JUDGE 5 6 7 8 Submitted by: FENNEMORE CRAIG. P.C. 9 By: 10 Samuel Lionel, Esq Brenoch Wirthlin, Esq. 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101 Attorneys for Defendants Sig Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust, and Imitations, LLC 11 12 13 14 15 16 Approved as to Form and Content: Approved as to Form and Content: 17 **BAILEY** KENNEDY SIMONS HALL JOHNSTON PC 18 By By: 19 Dennis Kennedy, Esq. Mark G. Simons, Esq. Joseph Liebman, Esq. 8984 Spanish Ridge Avenue Las Vegas, NV 89148-1302 Attorneys for Defendants PETE ELIADES, 6490 South McCarran Blvd., #F-46 20 Reno, NV 89509 Attorneys for Plaintiff Nanyah Vegas, 21 LLCTHE ELIADES SURVIVOR TRUST OF 10/30/08 22 TELD, LLC and ELDORADO HILLS, LLC 23 24 25 26 27 28 Page 3 of 3

		Electronically Filed 3/28/2019 2:56 PM Steven D. Grierson CLERK OF THE COURT
1	RPL	Alump. Anum
2	Samuel S. Lionel, Esq. (Bar No. 1766) Thomas H. Fell, Esq. (Bar No. 3717)	
3	Brenoch Wirthlin, Esq. (Bar No. 10282) FENNEMORE CRAIG, P.C.	
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	Attorneys for Sigmund Rogich, Individually and Trustee of the Rogich Family Irrevocable Trust	
7	Imitations, LLC	
8		T COURT
9		NTY, NEVADA
10	CARLOS A. HUERTA, an individual; CARLOS A. HUERTA as Trustee of THE	CASE NO.: A-13-686303-C
11	ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada	DEPT. NO.: XXVII
12	corporation; NANYAH VEGAS, LLC, A Nevada limited liability company,	REPLY IN SUPPORT OF
13	Plaintiffs,	DEFENDANTS' MOTION IN <i>LIMINE</i> TO PRECLUDE THE ALTERED
14	V.	ELDORADO HILLS' GENERAL LEDGER AND RELATED
15	SIG ROGICH aka SIGMUND ROGICH as Trustee of The Rogich Family Irrevocable	TESTIMONY AT TRIAL
16	Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X; and/or	Date of hearing: April 4, 2019
17	ROE CORPORATIONS I-X, inclusive,	
18	Defendants.	Time of hearing: 9:30 a.m.
19	NANYAH VEGAS, LLC, a Nevada limited	
20	liability company,	CONSOLIDATED WITH:
21	Plaintiff,	
22	v.	CASE NO.: A-16-746239-C
23	TELD, LLC, a Nevada limited liability company; PETER ELIADAS, individually and	
24	as Trustee of the The Eliades Survivor Trust of 10/30/08; SIGMUND ROGICH, individually	
25	and as Trustee of The Rogich Family Irrevocable Trust; IMITATIONS, LLC, a	
26	Nevada limited liability company; DOES I-X; and/or ROE CORPORATIONS I-X, inclusive,	
27	Defendants.	
28		
FENNEMORE CRAIG, P.C. Las Vegas		

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

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

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MEMORANDUM OF POINTS AND AUTHORITIES

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I.

INTRODUCTION AND SUMMARY OF ARGUMENT

Plaintiff Nanyah Vegas, LLC's (the "Plaintiff" or "Nanyah") Opposition takes the 11 position that its and Mr. Huerta's versions of the Eldorado Hills General Ledger were not 12 altered. Nanyah's attempt to support such position is two-fold: (1) rely upon a Motion for 13 Summary Judgment filed by Eldorado Hills and state that such Motion "affirmed and admitted 14 the authenticity" of such General Ledger; and (2) Ms. Olivas and Mr. Rogich admitted in their 15 depositions such General Ledger was a true and correct copy. See Opposition, at p. 3 at PP 2-3, 16 p. 4 at PP 7-8. As will be addressed fully below, the Eldorado Hills' Motion for Summary 17 Judgment does not affirm or admit the authenticity of General Ledger produced by Nanyah. 18 Further, Ms. Olivas and Mr. Rogich have both provided their Declarations addressing their 19 deposition testimonies and unauthenticity of the Altered Eldorado Hills' General Ledger. 20

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

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

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II.

ARGUMENT

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A. <u>The Altered Eldorado Hills General Ledger has Not Been Authenticated.</u>

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.

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

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

FENNEMORE CRAIG, P.C. Las Vegas that the General Ledger produced by Nanyah/Mr. Huerta was unauthentic. *See* Exhibits G and H
 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.

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B. <u>The Opposition does not dispute the facts and arguments addressed in the</u> <u>Motion in Limine.</u>

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 virtually undisputed. Nanyah fails to address the following authenticity issues: 18 the Altered General Ledger is missing an "As of" date stamp at the (1)19 top center (See Exhibits A and B compared to Exhibits C and D); 20 (2) the Altered General Ledger is **missing** a **print date/time stamp** in the top left corner (Id.); 21 the Altered General Ledger contains material modifications that were not (3) 22

- reflected in the actual General Ledger that was given to The Rogich Trust upon transfer of Go Global's interest in Eldorado Hills on October 30, 2008. These include transactions backdated as far as 12/31/2007 (*Id.*); and
- (4) the Altered General Ledger includes closing entries through December 2013, which would have been <u>after</u> 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 <u>not</u> 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:

4	Legal Authority	Citation to Motion in Limine
~	NRS 48.035	p. 10, lines 10-13
5	NRS 51.135	p. 10, lines 24-28
6	NRS 52.260	p. 11, lines 1-14
6	A.L.M.N., Inc. v. Rosoff, 104 Nev. 274, 757 P.2d, 1319	p. 12, lines 4-7
7	(1988)	
'	DeRosa v. First Judicial Dist. Court, 115 Nev. 225, 232,	p. 12, lines 4-7
8	985 P.2d 157 (1999)	
0	State v. Dist. Ct. (Armstrong), 127 Nev. 927, 267 P.3d 777	p. 10, lines 15-18
9	(2011)	

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.

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C. <u>The Altered Eldorado Hills General Ledger Cannot be Authenticated.</u>

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):

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Type	Date	Num	Name	Memo	<u>Split</u>	Amount	Balance
See PTL	F547						
Check	11/25/2008			Service	Bank Service	-15.00	52.73
				Charge	Charge		
See PTL	F554						
Check	11/13/2008		LVVWD		Water	-200.48	1,745.05
Deposit	11/14/2008		Bentwood	October-08	Rental Income	800.00	2,545.05
			Gunsmithing	Rent			
Check	11/20/2008		Nevada		Gas & Electric	-1,157,.21	1,387.84
			Power				
Check	12/10/2008		Eldorado	Acct closed-	Uncategorized	-1,387.84	0.00
			Hills, LLC	Check given	Expense		
				to Melissa			
				Olivas			
See PTL	F555						
Check	10/31/2008			Service	Bank Service	-10.00	143.81
				Charge	Charge		
Deposit	10/31/2008			Interest	Interest Income	115.80	259.61
Check	11/28/2008			Service	Bank Service	-10.00	249.61
				Charge	Charge		
Deposit	11/28/2008			Interest	Interest Income	0.52	250.13
Check	12/10/2008		Eldorado	Acct closed-	Uncategorized	250.13	0.00
			Hills, LLC	Checks given	Expense		
				to Melissa			
				Olivas			
See PTL	F570						-
Closing	12/31/2008					1,076,627.69	3,394,305.
Entry							
Closing	12/31/2009						3,394,305.
Entry							
Closing	12/31/2010						3,394,305.
Entry							
Closing	12/31/2011						3,394,305.
Entry							
Closing	12/31/2012						3,394,305.
Entry							
Closing	12/31/2013						3,394,305.
Entry	1						

PLTF570. For the Court's convenience, the Rogich Defendants provide the specific excerpts of 22 these entries, attached as Exhibit L. 23

Even if the General Ledger was not altered (which it absolutely was), it certainly was 24 printed after litigation was filed and even 5 years after Mr. Huerta left Eldorado Hills. Any 25 modifications made by Mr. Huerta after he left or after litigation was filed prove that the General 26 Ledger produced by him is not an authentic business record of Eldorado Hills. Furthermore, 27 unlike the actual Eldorado Hills General Ledger produced by Mr. Rogich (See Exhibits C and D), 28

FENNEMORE CRAIG, P.C. LAS VEGAS

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

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D. <u>Nanyah's Request for Sanctions is unfounded, improper and should be denied</u> <u>and stricken.</u>

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

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

18 III. CONCLUSION

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

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DATED: March 28, 2019.

FENNEMORE CRAIG, P.C.

/s/ Brenoch Wirthlin, Esq. Samuel S. Lionel, Esq. (Bar No. 1766) Thomas H. Fell, Esq. (Bar No. 3717) Brenoch Wirthlin, Esq. (Bar No. 10282) Attorneys for the Rogich Defendants

FENNEMORE CRAIG, P.C.

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, NRCP
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 Reno, Nevada 89509
9	Attorney for Plaintiff Vegas, LLC
10	Charles E. ("CJ") Barnabi, Jr.
11	COHEN JOHNSON PARKER Via E-service EDWARDS
12	375 E. Warm Springs Road, Suite 104 Las Vegas, NV 89119
13	Attorney for Plaintiffs Carlos Huerta
14	and Go Global
15	Dennis Kennedy Joseph Liebman Via E-service
16	BAILEY * KENNEDY 8984 Spanish Ridge Avenue
17	Las Vegas, NV 89148
18	Attorneys for Defendants Pete Eliades, Teld, LLC and Eldorado Hills, LLC
19	Michael Cristalli Via E-service
20	Janiece S. Marshall GENTILE CRISTALLI MILLER ARMENTI SAVARESE
21	410 S. Rampart Blvd., Suite 420
22	Las Vegas, NV 89145
23	/s/ Morganne Westover
24	An employee of Fennemore Craig, P.C.
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FENNEMORE CRAIG, P.C. Las Vegas	
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EXHIBIT I

1	DECLARATION OF PETE ELIADES	
2	I, Pete Eliades, declare as follows:	
3	1. I am over eighteen (18) years of age and a resident and citizen of Clark County,	
4	Nevada. I am competent to testify to the facts stated herein, which are based on personal	
5	knowledge unless otherwise indicated, and would do so if requested. I make this Declaration in	
6	support of Defendant Eldorado Hills, LLC's ("Eldorado") Motion for Summary Judgment,	
7	pending in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-16-746239-C,	
8	consolidated with Case No. A-13-686303-C.	
9	2. Attached hereto as Exhibit 1-A is a true and correct copy of Eldorado Hills,	
10	LLC's ("Eldorado") Operating Agreement.	
11	3. Attached hereto as Exhibit 1-B is a true and correct copy of an October 30, 2008	
VEDY 820 820 12	Purchase Agreement between Go Global, Inc., Carlos Huerta, and The Rogich Family	
 ★ KENNED sH RIDGE AVENUE S. NEVADA 89148 702) 562-8820 702) 562-8820 	Irrevocable Trust (the "Rogich Trust").	
A SPANSH R R4 SPA	4. Attached hereto as Exhibit 1-C is a true and correct copy of an October 30, 2008	
ص 15	Membership Interest Purchase Agreement between, among others, Teld, LLC ("Teld") and the	
16	Rogich Trust.	
17	5. Attached hereto as Exhibit 1-D is a true and correct copy of Eldorado's Amended	
18	and Restated Operating Agreement.	
19	6. Attached hereto as Exhibit 1-E is a true and correct copy of a January 1, 2012	
20	Membership Interest Assignment Agreement between the Eliades Survivor Trust and The	
21	Rogich Trust.	
22	I declare under penalty of perjury that the foregoing is true and correct.	
23	EXECUTED this 31st day of May, 2018.	
24	ALT ELIN	
25	Pete Eliades	
26		
	Deers 1 of 1	
	Page 1 of 1	

EXHIBIT J

1	DECLARATION OF JOSEPH A. LIEBMAN
2	I, Joseph A. Liebman, declare as follows:
3	1. I am over eighteen (18) years of age and a resident and citizen of Clark County,
4	Nevada. I am counsel of record for Defendants Peter Eliades, individually and as Trustee of The
5	Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC.
ϵ	2. I make this Declaration in support of Defendant Eldorado Hills, LLC's Motion for
7	Summary Judgment, filed in Huerta v. Rogich, et al., Case No. A-13-686303-C, consolidated
8	with Nanyah Vegas, LLC v. Teld, LLC, et al., Case No. A-16-746239-C.
9	3. Attached hereto as Exhibits 2-A and 2-B are true and correct copies of documents
1	produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.
1	4. Attached hereto as Exhibit 2-C is a true and correct copy of Nanyah Vegas,
INEDY AVENUE 89148 8820	LLC's N.R.C.P. 30(b)(6) Deposition Transcript.
KEN SHRBOEL	5. Attached hereto as Exhibits 2-D through 2-N are true and correct copies of
AILEY 3984 SPANI LAS VEGA PHONE(documents produced by Nanyah Vegas, LLC pursuant to N.R.C.P. 16.1.
<u></u> 1.	I declare under penalty of perjury that the foregoing is true and correct.
1	5 EXECUTED this 1 st day of June, 2018.
1	
1	Joseph A. Liebman
1	
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	Page 1 of 1

EXHIBIT K

AFFIDAVIT OF MARK G. SIMONS IN SUPPORT OF NANYAH VEGAS LLC'S OPPOSITION TO ROGICH DEFENDANTS' MOTION IN LIMINE RE: CARLOS HUERTA

3 STATE OF NEVADA

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COUNTY OF WASHOE

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

)ss.

 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.

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 2. I have personal knowledge of the facts set forth in this affidavit, and if I am
 11
 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.

Exhibit 4 to the Opposition are true and correct copies of excerpts of Carlos
 Huerta's April 30, 2014, deposition transcript.

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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Page 1 of 2

FURTHER AFFIANT SAYETH NAUGHT. 1 day of March, 2019. Dated this _ 2 3 MARK G. SIMONS 4 STATE OF NEVADA))ss. 5 COUNTY OF WASHOE) 6 Subscribed and sworn to before me on this 12 day of March, 2019 by Mark G. Simons at Reno, Nevada. 7 8 C Ŭ 9 NOTARY PUBLIC 10 11 JODI L. ALHASAN Notary Public - State of Nevada 12 Appointment Recorded in Washos County No: 14-13483-2 - Expires January 8, 2022 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 Page 2 of 2

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

EXHIBIT L

JA_006150

corual Basis					General Ledger	,			
Undeposited Funds-Holding	Type	Date	Mum	Name	Мето	Split	Amount	Balance	
	Deposit	09/30/2008		Desert Lake Country Club	10% of Gross for June-08 Rent	Rental Income	5,020.00	5,020.00	
Total (1.10)	Deposit	10/01/2008	1701	Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	NSB Checking	-5,020.00	00.0	
Total Undeposited Funds-Holding							0.00	0.00	
Pulaski Bank MMA								0.00	
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	ANB Money Market	607,510.78	607,510.78	
	Transfer	05/10/2008			FDIC pass with hold (to credit to loan later)	ANB Financial Loan	-508,003.60	99,507.18	
	Deposit	05/31/2008		Pulaski Bank	Deposit	Interest Income	643.90	100,151.08	
	Deposit	06/16/2008		Pulaski Bank	FDIC Insured \$ + interest from ANB Closure	NSB Checking	-100,151.08	0.00	
	Deposit	06/30/2008			Interest	Interest Income	112.73	112.73	
	Check	08/25/2008			Service Charge	Bank Service Charge	-15.00	97.73	
	Check	09/25/2008			Service Charge	Bank Service Charge	-15.00	82.73	
	Check	10/25/2008			Service Charge	Bank Service Charge	-15.00	67.73	
Total Pulaski Bank MMA	Check	8007/97/11			Service Charge	Bank Service Charge	-15.00	52.73	
ANB Money Market								00.0	
	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	2,574.84	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	3,031.99	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	
	Transfer	05/09/2008			FDIC took over ANB Financial on 5/9/08	Pulaski Bank MMA	-607,510.78	0.00	
Total ANB Money Market							0.00	0.00	
NSB Checking								0.00	
	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		Accounts Payable	-10,950.00	-950.00	
	Bill Pmt -Check	08/17/2006	1001	Secretary of State	Annual Manager/Member Filing	Accounts Payable	-125.00	-1,075.00	
	Bill Pmt -Check	08/17/2006	1002	Slater Hanifan Group		Accounts Payable	-4,495.00	-5,570.00	
	Deposit	08/18/2006		Go Global, Inc.	CC to cover expenses	Capital	15,000.00	9,430.00	
	Deposit	08/30/2006		Jared Smith	Initial Investment	Contributions	50,000.00	59,430.00	
	Deposit	09/06/2006		Go Global, Inc.	CC to cover expenses	Contributions	30,000.00	89,430.00	
	Bill Pmt -Check	09/06/2006	1004	Mercury LDO		Accounts Payable	-22.92	89,407.08	
	Bill Pmt -Check	09/06/2006	1006	Rietz Consulting Inc.		Accounts Payable	-29,875.00	59,532.08	
	Bill Dmt -Check	000/00/00	1001	VING Design Inc.		Accounts Payable	-4,500.00	80.220,cc	
	Deposit	09/11/2006		Craig Dunlap	Initial Investment	Contributions	50.000.00	99,759,58	
	Deposit	09/12/2006		D&D Properties, LLC	Initial Investment	Capital	2,500,000.00	2,599,759.58	
	Deposit	09/12/2006		Robert Ray	Loan till 01/07 @ 20% per annum	Due (to) from Robert Ray	500,000.00	3,099,759.58	
	Deposit	09/12/2006	The	The Rogich Family 2004 Irrevocable Tru CC for closing	Tru CC for closing	Contributions	600,000.00	3,699,759.58	

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Eldorado Hills, LLC General Ledger PLTF547

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Accrual Basis

Eldorado Hills, LLC General Ledger

	07/21/2008	1192	AMTI		Accounts Pavable	-3.900.00	88.423.12
Bill Pmt -Check 0	07/21/2008	1194	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Pavable	-262 49	88 160 63
Bill Pmt -Check 0	07/21/2008	1193	FedEx		Accounts Payable	-40.98	88.119.65
Check 0	07/28/2008	1195	Secretary of State	Annual List Filing for Eldorado Hills & Eldorado II	Business Licenses & Fees	-250.00	87,869,65
eck	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 0	08/04/2008		Eldorado Hills, LLC	Online Xfer	NSB Money Market	-60,000,00	14,455.78
Bill Pmt -Check 0	08/04/2008	1197	ste of Nevada Business License Renewal	tevral	Accounts Payable	-100.00	14,355.78
Bill Pmt -Check 0	08/11/2008	1198	Boulder Disposal Inc.	Custome 非 30-89 0	Accounts Payable	-273.29	14,082.49
	08/12/2008	1199	Rietz Consulting Inc.		Accounts Payable	-2,015.00	12,067.49
	08/13/2008	EFT	LVVWD		Accounts Payable	-523.83	11,543.66
Bill Pmt -Check 0	08/15/2008	EFT	Nevada Power		Accounts Payable	-1,417.28	10,126.38
Bill Pmt -Check 0	09/17/2008	1200	Boulder Disposal Inc.	Customer# 30-89 0	Accounts Payable	-273.29	9,853.09
Bill Pmt -Check 0	09/17/2008	EFT	Nevada Power		Accounts Payable	-1,519.02	8,334.07
Bill Pmt -Check 0	09/17/2008	1201	ate of Nevada Business License Renev License# 010-1006607358	1ev License# 010-1006607358	Accounts Payable	-100.00	8,234.07
Deposit 0	09/17/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	1,600.00	9,834.07
Bill Pmt -Check 0	09/18/2008	1202	Rietz Consulting Inc.		Accounts Payable	-600.00	9,234.07
Bill Pmt -Check 0	09/19/2008	EFT	LVVWD		Accounts Payable	-806.91	8,427.16
Deposit 1	10/01/2008		Bentwood Gunsmithing	Deposit	Undeposited Funds	2,880.00	11,307.16
	10/01/2008		Desert Lakes Holdings LLC	10% of Gross for June-2008 Rent	Undeposited Funds-Holding	5,020.00	16,327.16
Bill Pmt -Check 1	10/01/2008	1203	Clark County Treasurer	7/1/08-6/30/09 Property Tax - Parceは 189-11-002-001	Accounts Payable	-13,413.87	2,913.29
Deposit 1	10/10/2008		Desert Lakes Holdings LLC		Due (to) from Desert Lakes Hidg	10,000.00	12,913.29
Bill Pmt -Check 1	10/16/2008	EFT	Nevada Power		Accounts Payable	-1,241.36	11,671.93
Bill Pmt -Check 1	10/20/2008	EFT	LVVWD		Accounts Payable	-289.40	11,382.53
Check 1	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	50,000.00	61,382.53
Check 1	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 1	10/27/2008	1205	Kent Anderson		Accounts Payable	-2,437.00	3,945.53
Deposit 1	10/27/2008		Desert Lakes Holdings LLC	Loan Pymt	Due (to) from Desert Lakes Hidg	10,000.00	13,945.53
Check 1	10/27/2008		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Money Market	3,000.00	16,945.53
	10/27/2008	1206	Go Global, Inc.	Principal Payment to \$125K Loan	Go Global Note Payable @ 22%	-15,000.00	1,945.53
Check 1	11/13/2008		LVVWD		Water	-200.48	1,745.05
Deposit 1	11/14/2008		Bentwood Gunsmithing	October-08 Rent	Rental Income	800.00	2,545.05
Check 1	11/20/2008	EFT	Nevada Power		Gas & Electric	-1,157.21	1,387.84
Check 1	12/10/2008		Eldorado Hills, LLC	Acct closed-Check given to Melissa Olivas	Uncategorized Expense	-1,387.84	0.00
1						0.00	0.00
							0.00
	1002/12001			Xfer to Money Market Account	NSB Checking	1,300,000.00	1,300,000.00
D D D D D D D D D D D D D D D D D D D	1002/12/90			Interest	Interest Income	66.96	1,300,066.96
	1002111110	1800			NSB Checking	-300,000,005-	1,000,066.96
	1000101010	4000			GO GIODAI LOAN @ 0.23%	00.000,004-	06.000,000
	1002112110	0003		Interest Viar to MSB Charling	Interest income	1,814.61	72,188,109
		200			INSO CHECKING	00.000,001 -	10.100,144
C hock	1002/10/00	FOUN			Interest income	1,990.39	443,8/1.96
	1007/10/00	1000			NOB CRECKING	00'000'/81-	246,8/1.96
	1007/02/6			Interest	Interest Income	1,149.29	248,021.25
	/007/00/01	LUDI	Eldorado Hills, LLC	Xier to NSB Checking	NSB Checking	-200,000.00	48,021.25
	10/25/2007		Eldorado Hills, LLC	Online Xfer to NSB Checking	NSB Checking	-8,000.00	40,021.25
	10/31/2007			Interest	Interest Income	467.38	40,488.63
	11/02/2007		Eldorado Hills, LLC	Online Transfer	NSB Checking	-20,000.00	20,488.63
Deposit 1	11/02/2007		Eldorado Hills, LLC	Online Transfer	NCD Cheeking		00 007 17
					BIINDAILO DON	00.000,6-	10,466.03

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Accrual Basis

Total NSE Checking NSB Money Market

LC Hills.

PLTF555

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Balance	2,338.63	2,328.63	2,373.22	1,452,373.22	32,373.22	32,363.22	33,142.57	30,000.00	30,106.99	25,106.99	20,000.00	20,067.56	5,067.56	5,086.95	5,098.68	5,109.67	5,121.02	5,132.40	65,132.40	65,254.84	65,404.49	53,153.81	3,153.81	153.81	143.81	259.61	249.61	250.13	0.00	0.00	0.0	0.00	0.00	17,625.00	28,125.00	10,500.00	0.00	15,000.00	22,500.00	0.0	800.00	1,600.00	0.00	-800.00	ann nn	0.0		1 600 00
Amount	-8,150.00	-10.00	44.59	1,450,000.00	-1,420,000.00	-10.00	779.35	-3,142.57	106.99	-5,000.00	-5,106.99	67.56	-15,000.00	19.39	11.73	10.99	11.35	11.38	60,000.00	122.44	149.65	-12,250.68	-50,000.00	-3,000.00	-10.00	115.80	-10.00	0.52	-250.13	0.00				17,625.00	10,500.00	-17,625.00	-10,500.00	15,000.00	7,500.00	-22,500.00	800.00	800.00	-1,600.00	-800.00	800.00	-800.00		00.008
Split	Accounts Payable	Bank Service Charge	Interest Income	NSB Checking	Consulting	Bank Service Charge	Interest Income	NSB Checking	Interest Income	NSB Checking	NSB Checking	Interest Income	NSB Checking	Interest Income	NSB Checking	Interest Income	Interest Income	7/00 o Global Note Payable @ 22%	NSB Checking	NSB Checking	Bank Service Charge	Interest Income	Bank Service Charge	Interest Income	Uncategorized Expense					-SPLIT-	Rental Income	Undeposited Funds	Undeposited Funds	Rental Income	Rental Income	Undeposited Funds	Rental Income	Rental Income	Undeposited Funds	Undeposited Funds	Rental Income	Undeposited Funds	Rantal Income	Dantal Income				
Memo		Service Charge	Interest	Online Xfer		Service Charge	Interest	Online Xfer to NSB Checking	Interest	Online Xfer to NSB Checking	Online Xfer	Interest	Online Xfer	Interest	Interest	Interest	Interest	Interest	Online Xfer	Interest	Interest	Interest Payment on 5/2/08 loan @ 22% through 10/17/050 Global Note Payable @ 22%	Online Xfer to NSB Checking	Online Xfer to NSB Checking	Service Charge	Interest	Service Charge	Interest	Account Closed-Checks given to Melissa Olivas																			
Name	Owens Geotechnical, Inc.			Eldorado Hills, LLC	Go Global, Inc.			Eldorado Hills, LLC		Eldorado Hills, LLC	Eldorado Hills, LLC		Eldorado Hills, LLC						Eldorado Hills, LLC			Go Global, Inc.	Eldorado Hills, LLC	Eldorado Hills, LLC					Eldorado Hills, LLC					Nevada Water	Nevada Water	Nevada Water	Nevada Water	Nevada Water	Nevada Water	Nevada Water	Bentwood Gunsmithing	Booting Contract						
Num	0096				1142																	1002												100	101	16061	16198	102	103	16571	104	ren		105	106		111	112
Date	11/21/2007	11/30/2007	11/30/2007	12/08/2007	12/14/2007	12/31/2007	12/31/2007	01/10/2008	01/31/2008	02/01/2008	02/28/2008	02/29/2008	03/05/2008	03/31/2008	04/30/2008	05/30/2008	06/30/2008	07/31/2008	08/04/2008	08/29/2008	09/30/2008	10/17/2008	10/27/2008	10/27/2008	10/31/2008	10/31/2008	11/28/2008	11/28/2008	12/10/2008					03/01/2007	03/12/2007	03/30/2007	04/25/2007	06/01/2007	06/01/2007	06/27/2007	09/01/2007	10/01/2007	10/24/2007	12/01/2007	12/01/2007	12/31/2007	01/01/2008	02/01/2008
Type	Bill Pmt -Check	Check	Deposit	Check	Check	Check	Deposit	Check	Deposit	Check	Deposit	Deposit	Deposit	Deposit	Deposit	Deposit	Deposit	Deposit	Check	Deposit	Deposit	Check	Check	Check	Check	Deposit	Check	Deposit	Check					Invoice	Invoice	Payment	Payment	Invoice	Invoice	Payment	Invoice	Invoice	Payment	Invoice	Invoice	Payment	Invoice	Invoice
																										X	K	-																				

Total NSB Money Market Petty Cash Total Petty Cash Accounts Receivable

Eldorado Hills, LLC General Ledger

Accrual Basis

PLTF570

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