

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

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3
4
5 NANYAH VEGAS, LLC, A Nevada limited
6 liability company,

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

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

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

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

20 **JOINT APPENDIX VOL. 26**

21 MARK G. SIMONS, ESQ.
22 Nevada Bar No. 5132
23 SIMONS HALL JOHNSTON PC
24 6490 S. McCarran Blvd., #F-46
25 Reno, Nevada 89509
26 T: (775) 785-0088
 F: (775) 785-0087
 Email: msimons@shjnevada.com
 Attorney for Appellant

<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
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Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
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Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	9	JA_002123-2196
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
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Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

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

1	Defendant Eldorado Hills,	9/19/18	14	JA_003365-3368
2	LLC's Opposition to Nanyah			
3	Vegas, LLC's Motion in			
4	Limine #3: Defendants			
5	Bound by their Answers to			
6	Complaint			
7	Defendant Eldorado Hills,	4/4/19	26	JA_006168-6188
8	LLC's Opposition to Motion			
9	to Reconsider Order on			
10	Nanyah's Motion in Limine			
11	#5: Parol Evidence Rule			
12	Defendant Eldorado Hills,	2/15/19	17	JA_004170-4182
13	LLC's Opposition to Nanyah			
14	Vegas, LLC's Motion for			
15	Summary Judgment			
16	Defendant Eldorado Hills,	3/8/19	23	JA_005618-5623
17	LLC's Opposition to Nanyah			
18	Vegas, LLC's Motion in			
19	Limine #5 re: Parol			
20	Evidence Rule			
21	Defendant Eldorado Hills,	3/8/19	23	JA_005624-5630
22	LLC's Opposition to Nanyah			
23	Vegas, LLC's Motion in			
24	Limine #6 re: Date of			
25	Discovery			
26	Defendant Eldorado Hills,	3/20/19	24	JA_005793-5818
	LLC's Opposition to Nanyah			
	Vegas, LLC's Motion to			
	Settle Jury Instructions			
	Based upon the Court's			
	October 5, 2018, Order			
	Granting Summary			
	Judgment			

1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
15	Attorneys' Fees			
16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
	Family Irrevocable Trust's			
	Motion for Attorneys' Fees			
	and Costs			
	Defendant's Reply in	12/30/14	4	JA_000759-764
	Support of Motion for			
	Award of Attorneys' Fees			
	Defendants' Answer to	4/24/17	4	JA_000831-841
	Complaint			

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

1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

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

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

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

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

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

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
4				
5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
11				
12				
13	Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
14				
15				
16				
17	Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
18				
19				
20				
21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
22				
23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
24				
25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
26				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 26** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

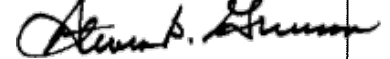
Brenoch Wirthlin
Kolesar & Leatham
400 South Rampart Blvd., Ste. 400
Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
Rogich Family Irrevocable Trust and Imitations, LLC*

Joseph Liebman
Dennis Kennedy
Bailey Kennedy
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN



1 **MIL**

2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 Thomas H. Fell, Esq. (Bar No. 3717)
4 Brenoch Wirthlin, Esq. (Bar No. 10282)

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

6 300 S. Fourth Street, Suite 1400
7 Las Vegas, Nevada 89101
8 Tel.: (702) 692-8000; Fax: (702) 692-8099
9 Email: slionel@fclaw.com
10 bwirthlin@fclaw.com

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

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

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

23 Plaintiffs,

24 v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

Hearing Date: April 4, 2019

Hearing Time: 9:30 a.m.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendant Sigmund Rogich ("Rogich"), individually and as Trustee of The Rogich
2 Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations" and collectively
3 with Rogich Trust and Rogich referred to herein as the "Rogich Defendants"), by and through
4 their attorneys, Fennemore Craig, P.C., submit this Reply in Support of their Motion *in Limine* to
5 Preclude Plaintiff and Mr. Huerta from Presenting at Trial any Contrary Evidence as to Mr.
6 Huerta's Taking of \$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee
7 Income to Attempt to Refinance ("Motion") as follows:

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. THE ROGICH DEFENDANTS DISAGREE WITH PLAINTIFF'S**
10 **CHARACTERIZATION OF THE OCTOBER 5, 2018 ORDER**

11 Plaintiff Nanyah Vegas, LLC ("Nanyah" or "Plaintiff") incorrectly states that the dispute
12 regarding whether Plaintiff "invested", if at all, in Eldorado or Canamex Nevada, LLC
13 ("Canamex") has been "conclusively established" through the October 5, 2018 Order ("Order").
14 *See* Plaintiff's opposition to the Motion ("Opposition") at p. 3. The Court has not expressly
15 determined that Plaintiff was even a third-party beneficiary of any of the agreements at issue.
16 Importantly, the Order itself includes the following findings and conclusions that are inconsistent
17 with the affirmative findings and conclusions:

- 18
- 19 • "...there is no basis for Nanyah--as an **alleged** third-party beneficiary--to
20 sue the Eliades Defendants." *See* Exhibit 1 to the Opposition, at pg. 8, ll.
21 14-15.
 - 22 • "...the Eliades Defendants supposedly pursued their own individual
23 advantage by seeking to interfere with the return of Nanyah's **alleged**
24 investment in Eldorado." *Id.*, at pg. 9, ll. 2-3.

25 Accordingly, Plaintiff's assertion that these issues have been "conclusively established" is
26 inaccurate.

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1 **II. PLAINTIFF CANNOT AUTHENTICATE THE ALTERED GENERAL LEDGER**
2 **ON WHICH ITS OPPOSITION RELIES**

3 Critically, the Plaintiff cannot authenticate the purported General Ledger of Eldorado
4 attached as Exhibit 2 to the Opposition (“Altered General Ledger”). In fact, Plaintiff attempts to
5 impermissibly authenticate the Altered General Ledger through the affidavit of Plaintiff’s
6 counsel, attached as Exhibit 3 to the Opposition, in which Plaintiff’s counsel asserts that the
7 Altered General Ledger attached to the Opposition “is a true and correct copy of Eldorado’s
8 General Ledger, PLTF 547-574.” See Opposition at Exhibit 3, paragraph 4. However, noticeably
9 missing from Nanyah’s Opposition is an affidavit from someone who can actually authenticate
10 such Altered General Ledger. Not only can Plaintiff’s counsel not authenticate the Altered
11 General Ledger as he cannot have personal knowledge of events to which he was not a witness,
12 but such authentication violates the Nevada Rules of Professional Conduct, Rule 3.7(a)(“A
13 lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary
14 witness....”). See NRPC Rule 3.7(a). Accordingly, the Opposition is fatally defective and the
15 Motion should be granted.

16 **III. CARLOS HUERTA IS NANYAH’S PMK WITNESS AND IS THEREFORE**
17 **PRECLUDED FROM CHANGING HIS INDIVIDUAL TESTIMONY FROM**
18 **WHAT HE TESTIFIED TO AS PMK OF NANYAH.**

19 Plaintiff’s recitation of its alleged facts – based entirely on the Altered General Ledger
20 which cannot be authenticated – as well as the strongly disputed and self-serving testimony of
21 Carlos Huerta (who ended up with the money at issue) – is irrelevant. There is no dispute that
22 Mr. Huerta “thought that if Go Global [Huerta’s entity] could show income, *i.e.*, a consulting fee,
23 rather than the receipt of the \$1.46 million as a return of loan principal, it could possibly assist Go
24 Global in finding replacement financing for the \$20 million loan which was in default.” See
25 Opposition at p. 6. Thus, while Rogich denies he was ever a part of Mr. Huerta’s false
26 representation, Mr. Huerta admits his involvement.

27 Further, Plaintiff argues that somehow the equitable estoppel rule does not apply against
28 witnesses – as though Mr. Huerta were some unrelated third party witness. Mr. Huerta is

1 Nanyah's PMK witness. See Exhibit E to the Motion, and **Exhibits G and H** hereto,
2 correspondence between Harlap and Huerta regarding Huerta serving as PMK of Nanyah due to
3 his knowledge of the events at issue. It is not as though Huerta can serve as PMK of Nanyah and
4 testify that he took money as a consulting fee, then switch hats and testify individually that he did
5 not. Moreover, Huerta was a party to the original 2013 action – his name is still on the caption of
6 the case.

7 In addition, the case law cited by Plaintiff does not say what it alleges. For example, the
8 decision in *Chequer* deals with equitable estoppel applied against a party, but contrary to
9 Plaintiff's assertion the decision does not preclude application against a party's PMK witness.
10 *Chequer, Inc. v. Painters & Decorators Joint Comm., Inc.*, 98 Nev. 609, 612, 655 P.2d 996, 997
11 (1982). Moreover, *Zillich* deals with a landowner's competency to testify regarding the value of
12 his or her land, and is therefore inapplicable. *City of Elko v. Zillich*, 100 Nev. 366, 371, 683 P.2d
13 5, 8 (1984). The court's opinion in *McGarity* only addresses conflicting expert testimony –
14 **between two experts** – not the situation we have here in which a witness *as PMK of a party and*
15 *a party to the original action* will attempt to alter his testimony individually from what he
16 testified to as PMK of a party, *i.e.* Nanyah.

17 **IV. CONCLUSION**

18 Nanyah suggests the Rogich Defendants are attempting to "deceive" this Court into
19 believing Eldorado did not use "Nanyah's money" to repay a debt. This is incorrect. In fact, the
20 money at issue came from Canamex, not Nanyah, and was not used to repay a debt, but was
21 instead taken by Carlos Huerta as a consulting fee. Mr. Huerta admitted this in his deposition as
22 PMK witness of Nanyah. Accordingly, the all the reasons stated in the Motion and this Reply,
23 the Rogich Defendants respectfully request this Court grant the Motion and such other and further

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1 relief as the Court deems appropriate.

2 DATED: March 28, 2019.

3 **FENNEMORE CRAIG, P.C.**

4 By: 

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

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

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

8 300 South Fourth Street, Suite 1400

9 Las Vegas, Nevada 89101

10 *Attorneys for Sigmund Rogich, Individually and*

11 *as Trustee of the Rogich Family Irrevocable*

12 *Trust and Imitations, LLC*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Fennemore Craig, and on March 28, 2019 I
3 served a copy of **ROGICH DEFENDANTS' REPLY IN SUPPORT OF MOTION IN**
4 **LIMINE TO PRECLUDE CONTRARY EVIDENCE AS TO MR. HUERTA'S TAKING**
5 **OF \$1.42 MILLION FROM ELDORADO HILLS, LLC AS CONSULTING FEE INCOME**
6 was made on the following counsel of record and/or parties via the Court's electronic filing
7 system, addressed as follows:
8

9
10 SIMONS HALL JOHNSTON PC *Via E-service*
11 Mark Simons, Esq.
12 6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Attorney for Plaintiff Nanyah Vegas, LLC

13 Charles E. ("CJ") Barnabi, Jr.
14 **COHEN JOHNSON PARKER** *Via E-service*
15 **EDWARDS**
16 375 E. Warm Springs Road, Suite 104
Las Vegas, NV 89119
Attorney for Plaintiffs Carlos Huerta
and Go Global

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

21
22 Michael Cristalli *Via E-service*
23 Janiece S. Marshall
24 **GENTILE CRISTALLI MILLER ARMENTI SAVARESE**
25 410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

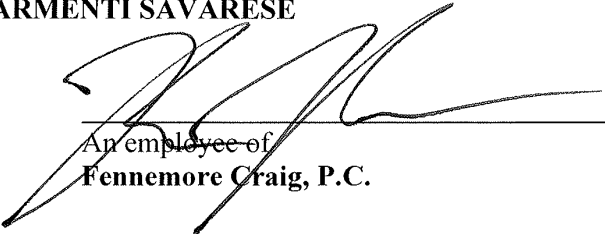
26 
27 An employee of
28 Fennemore Craig, P.C.

EXHIBIT G

From: **Yoav Harlap** Yoav.Harlap@Nanyah.com 
Subject: RE: Update from Las Vegas
Date: March 29, 2014 at 12:16 AM
To: Carlos Huerta carlos@goglobalproperties.com
Cc: J Feingold-- jacob.n.feingold@gmail.com



Carlos,

Attached is the scanned and signed letter as per your request. Thanks and good luck to us all.

Best,

Yoav

From: Carlos Huerta [mailto:carlos@goglobalproperties.com]
Sent: Saturday, March 29, 2014 3:36 AM
To: Yoav Harlap
Cc: J Feingold--
Subject: Re: Update from Las Vegas

Yoav,

I made a few changes and polished up the letter a bit and have enclosed a PDF version, as well as a version in MS-Word. If you have any issues opening the MS-Word one (I'm using a Mac), I've copied the text (down below) just in case.

Thanks again.

Carlos

March 2014

Brandon McDonald, Esquire
McDonald Law Offices
2850 West Horizon Ridge Pkwy, Suite 200
Henderson, NV 89052

RE: Pending Litigation against Eldorado Hills, LLC ("Eldorado") and Sigmund Rogich

Mr. McDonald:

Let it be known that I am an officer of the above company and, after reviewing the notice to depose the PMK, I am designating Carlos Huerta to testify on our behalf; he should possess the most-relevant facts about our investment into the plus/minus 160-acre property, of which the existing gun club has been a part of for several years. In addition, he is most aware of the details that have transpired, with Sig Rogich, regarding the property and with Eldorado. We are aware of the conflict that exists, not only with our \$1,500,000 investment, but with the additional money that was put forth by Carlos and another investor as well. We have to have your firm represent all of our interests.

HUERTA 000477

JA_006162

another investor as well. We hope to have your firm represent all of our interests equally.

It makes the most sense to have Carlos take care of the imminent meetings, hearings, and legal issues moving forward, but I will step in, at any point, if it feels right for me to do so.

Please feel free to contact me if you need anything from me and thank you.

All the best,

Yoav Harlap

Nanyah Vegas

March 2014

Brandon McDonald, Esquire
McDonald Law Offices
2850 West Horizon Ridge Pkwy, Suite 200
Henderson, NV 89052

Re: Pending Litigation against Eldorado Hills, LLC ("Eldorado") and Sigmund Rogich

Mr. McDonald:

Let it be known that I am an officer of the above company and, after reviewing the notice to depose the PMK, I am designating Carlos Huerta to testify on our behalf; he should possess the most-relevant facts about our investment into the plus/minus 160-acre property, of which the existing gun club has been a part of for several years. In addition, he is most aware of the details that have transpired, with Sig Rogich, regarding the property and with Eldorado. We are aware of the conflict that exists, not only with our \$1,500,000 investment, but with the additional money that was put forth by Carlos and another investor as well. We hope to have your firm represent all of our interests equally.

It makes the most sense to have Carlos take care of the imminent meetings, hearings, and legal issues moving forward, but I will step in, at any point, if it feels right for me to do so.

Please feel free to contact me if you need anything from me and thank you.

All the best,


Yoav Harlap

HUERTA 000478

JA_006163

HUERTA 000479

JA_006164

EXHIBIT H

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:34 PM
To: Mark Simons
Subject: FW: Update from Las Vegas

From: Carlos Huerta [<mailto:Carlos@GoGlobalProperties.com>]
Sent: Friday, March 28, 2014 9:07 PM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Cc: Jacob Feingold <jacob.n.feingold@gmail.com>
Subject: Update from Las Vegas

Hi, Yoav.

Hope that everything is okay with you this year. I am sorry for not keeping you more in the loop from this side of the Atlantic. All is okay here, I guess. Working hard and making a lot of progress, in most areas.

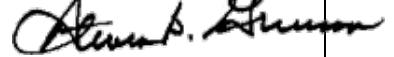
Our property (Eldorado Hills) is, currently, in escrow with a homebuilder (D.R. Horton), who is a publicly traded builder. They are looking to purchase all 160 acres; the sales price is \$35 million, which is "okay" as it is more than what we paid for it. However, the partner who took over, during the real estate crash, is now trying to preclude us from our interests, which both Jacob and I feel is very wrong. We are, both, suing him, in Clark County District Court, and are requesting for our interests back. Mind you that this guy (Sigmund Rogich) was supposed to be a very legitimate and connected person, here in Nevada. A man who was supposed to be of high character and reputation. Jacob was introduced, to him about 15 years ago, via Idan Ofer and I, in turn, met Rogich through Jacob. On one deal that we all worked on here, in the U.S., Rogich made \$11 million and he didn't even invest one penny into that deal. Jacob and I managed that one and completed 99% of the work, yet we were all partners and we honored that and paid Rogich his share (as it should be). So, neither Jacob or I could have imagined that Rogich would cheat us like he has. It was, really, unimaginable, as Rogich worked with Presidents Regan and Bush (in the White House) and has been in business, in Vegas, for about 40 years.

It is incredibly disheartening for us and such a case requires both a lot of emotional investment and frustration. In the current case, Rogich's attorney (Sam Lionel) has requested to depose the PMK (Person Most Knowledgeable) for Nanyah Vegas. This is, mostly, a tactic to try and make our process more expensive. My suggestion is that I show up and answer questions, on Nanyah's behalf. If you are okay with this, I will. They have requested a date of April 3rd and it is my intention to push this through and not delay things (the litigation), when at all possible, as I don't want the current escrow to close, before we can lodge our substantial claims (Rogich owes Jacob's group \$3 mm and owes you, one other friend/investor, and me more than \$4.4 mm, combined). So, please confirm if you are okay with my being the person to be deposed/questioned. Our attorney is fine with this, but would like an approval letter, from Nanyah Vegas, LLC, designating me as the most suitable and informed representative.

Sorry for this bad news and please let me know if you have anymore questions. Jacob is, also, up-to-date on this matter and stands ready to speak with you and even come to the U.S. on an as-needed basis. I think that he is planning on coming after Passover.

Sincerely,

Carlos Huerta
3060 E. Post Rd #110
Las Vegas, NV 89120
T: 702-516-5475
F: 702-726-2794



OPPM (CIV)

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

Attorneys for Defendant

ELDORADO HILLS, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

Case No. A-13-686303-C

Dept. No. XXVII

**DEFENDANT ELDORADO HILLS,
LLC'S OPPOSITION TO MOTION TO
RECONSIDER ORDER ON NANYAH'S
MOTION *IN LIMINE* # 5: PAROL
EVIDENCE RULE**

Hearing Date: April 8, 2019

Hearing Time: 10:00 a.m.

CONSOLIDATED WITH:

Case No. A-16-746239-C

**DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO MOTION TO RECONSIDER
ORDER ON NANYAH'S *MOTION IN LIMINE* # 5: PAROL EVIDENCE RULE**

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

DATED this 4th day of April, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

Attorneys for Defendant
ELDORADO HILLS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

If at first you do not succeed, try, try again. In response to Nanyah's Motion *in Limine* # 5, this Court decided two rather simple and straightforward legal issues. First, the parol evidence rule does **not** apply to Eldorado because Eldorado is not a party to any of the written contracts at issue in this case. Second, the parol evidence rule does **not** apply to Eldorado because Nanyah's only pending claim against Eldorado is for unjust enrichment. Now Nanyah has returned with the exact same arguments and the exact same evidence and informed the Court that it committed clear error. Wrong again.

Nanyah brazenly states that the Court's Order is "entirely unsupportable" and based on a "legal fiction."¹ On the contrary, it is Nanyah's Motion for Reconsideration that is based on a legal fiction. There is no legitimate argument contrary to this Court's various rulings on Motion *in Limine* # 5. First, Eldorado is plainly not a signatory to any of the contracts at issue, including the Amended

¹ Mot. for Reconsideration, 9:24-27, filed March 25, 2019.

1 and Restated Operating Agreement. *And there is no relevant legal authority which magically*
2 *includes Eldorado as a party to an Operating Agreement that it never agreed to or executed.* Even
3 if had executed any of the contracts at issue, *there is no language in any of them which obligates*
4 *Eldorado to do anything for the benefit of Nanyah.* Second, Nanyah’s pleadings speak for
5 themselves. Nanyah’s only pending claim against Eldorado is for unjust enrichment, and the parol
6 evidence rule does not apply to such a claim. There is no clear error, and thus, the Motion for
7 Reconsideration must be denied.

8 II. ARGUMENT

9 A. Legal Standard.

10 “Only in very rare instances in which new issues of fact or law are raised supporting a ruling
11 contrary to the ruling already reached should a motion for rehearing be granted.” *Moore v. City of*
12 *Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976). Reconsideration is ““an extraordinary
13 remedy, to be used sparingly in the interests of finality and conservation of judicial resources.””
14 *Kona Enterprises, Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000) (citing Moore’s Federal
15 Practice § 59.30[4] (3d ed. 2000)).² “[A] motion for reconsideration should not be granted, absent
16 highly unusual circumstances, unless the district court is presented with newly discovered evidence,
17 committed clear error, or if there is an intervening change in the controlling law.” *Id.* (citation
18 omitted); *see also* *Masonry and Tile Contractors Ass’n of Southern Nev. v. Jolly, Urga & Wirth,*
19 *Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (“A district court may reconsider a previously
20 decided issue if substantially different evidence is subsequently introduced or the decision is clearly
21 erroneous.”).

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

23 The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120
24 Nev. 82, 91, 86 P.3d 1032, 1037 (2004) (“The parol evidence rule does not permit the admission of
25 evidence that would change the contract terms when the terms of a *written agreement* are clear,
26

27 ² Federal cases interpreting rules of civil procedure are persuasive authority in Nevada courts. *Exec. Mgmt. Ltd.*
28 *v. Tigor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (citing *Las Vegas Novelty v. Fernandez*, 106 Nev. 113,
119, 787 P.2d 772, 776 (1990)).

definite, and unambiguous.”) (emphasis added). Yet Nanyah conveniently ignores the undisputed fact that it has no written contract with Eldorado, and thus no basis to invoke the parol evidence rule against Eldorado. To be sure, Nanyah’s **only** claim against Eldorado is for equitable unjust enrichment, which can only apply in the absence of a written contract. *LeasePartners Corp. v. Brooks Trust*, 113 Nev. 747, 755–56, 942 P.2d 182, 187 (1997).³

Nanyah argues that even though Eldorado **is not included as a party to the Operating Agreement and did not sign the Operating Agreement**, it magically becomes a party as a matter of law.⁴ It then proceeds to cite five non-binding cases, **only one of which involved an operating agreement**.⁵ That case also did not address an operating agreement where the LLC was not a signatory, as is the case here. *See generally Clary v. Borrell*, 727 S.E.2d 773 (S.C. Ct. App. 2012).

On the contrary, there are several opinions, **including Nevada authority**, which confirms that an LLC need not be a party to an Operating Agreement. *See, e.g., JPMorgan Chase Bank N.A. v. KB Home*, 632 F.Supp.2d 1013, 1021 (D. Nev. 2009) (“**South Edge was not a party to the Operating Agreement** and therefore has rights to enforce it only if the Operating Agreement so provides.”) (emphasis added); *Trover v. 419 OCR, Inc.*, 921 N.E.2d 1249, 1254-55 (Ill. Ct. App. 2010) (“None of the members signed the agreements in a way that purports to bind the LLCs. Moreover, neither LLC is referenced in any manner on the signature page of either agreement.”). NRS 86.101 supports this conclusion as well. *Id.* (“‘Operating agreement’ means any valid agreement **of the members** as to the affairs of a limited-liability company and the conduct of its business.”) (emphasis added).⁶

The Operating Agreement was only signed by the members of Eldorado. It was not signed by Eldorado.⁷ In fact, it was not even signed by any managers (*i.e.*, agents) of Eldorado—it was

³ The parol evidence rule does not apply to an unjust enrichment claim. *See, e.g., Nelson v. Gish*, 644 P.2d 980, 983 (Id. Ct. App. 1982).

⁴ Mot. for Reconsideration, 10:22-25.

⁵ Three of the cases dealt with company bylaws, and one of the cases dealt with a corporate charter.

⁶ Other states—such as Delaware—have codified statutes which bind the LLC to the Operating Agreement as a matter of law. *See, e.g.*, 6 DE Code § 18-101. **Nevada has no such statute.**

⁷ Amended and Restated Operating Agreement, attached as Exhibit 1.

only signed by the members. Further, the members explicitly excluded any other parties by agreeing to the following language:

No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted *solely by and for the benefit of the Members* and its respective successors and assigns, *and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.*⁸

Thus, there is no contractual basis to bind Eldorado to any language in the Operating Agreement, *or any other agreement that Nanyah fleetingly references to which Eldorado is also not a party.* In fact, there is no basis for Nanyah to claim that it is a party or a third-party beneficiary to the Operating Agreement due to the language above. *See Meritage Homes of Nev., Inc. v. FNBN-Rescon I, LLC*, 86 F.Supp.3d 1130, 1144-45 (D. Nev. 2015) (finding that the plaintiff was not a third-party beneficiary, in part, because the agreement contained a “no third party beneficiaries” clause).⁹ Even if there were, there is no language in any of the written agreements which obligates Eldorado to do anything for the benefit of Nanyah. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977). Thus, the Motion for Reconsideration should be denied.

C. Nanyah Has Not Presented Any New Evidence or Argument Supporting Its Motion for Reconsideration.

[T]he purpose of a motion for reconsideration is to allow the parties to present new evidence and/or arguments that *could not have* been presented during the earlier adjudicated motion. Reconsideration is not a device to relitigate old matters *or to raise arguments or evidence that could and should have been brought during the earlier proceeding.*

⁸ *Id.*, § 10.11 (emphasis added).

⁹ This language is also problematic for Nanyah’s incorporation by reference argument. If the Membership Interest Purchase Agreements are incorporated into the Operating Agreement, then the “No Third Party Beneficiaries” language also applies to the Membership Interest Purchase Agreements, meaning that Nanyah cannot sue under any of the agreements.

In any event, Nanyah’s incorporation by reference argument does not comport with Nevada law. Under *Whitemaine v. Aniskovich*, “two instruments are presumed to be a single contract [only] if (1) they are contemporaneously executed, (2) *they concern the same subject matter*, and (3) one of the instruments refers to the other.” *See id.*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008). The Membership Interest Purchase Agreements and the Operating Agreement do not concern the same subject matter.

1 *Kamaka v. Goodsill Anderson Quinn & Stifel*, 176 P.3d 91, 103 (Hawai'i 2008) (citation omitted)
2 (emphasis added). All of Nanyah's arguments were asserted in the underling Motion *in Limine* and
3 rejected by this Court. This is just another bite at the apple, which is not sufficient for
4 reconsideration. Thus, the Motion for Reconsideration should be denied.

5 **III. CONCLUSION**

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

10 DATED this 4th day of April, 2019.

11 BAILEY ♦ KENNEDY

12
13 By: /s/ Joseph A. Liebman
14 DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

15 *Attorneys for Defendant*
16 ELDORADO HILLS, LLC
17
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28

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 4th day of April, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION *IN LIMINE* # 5: PAROL EVIDENCE RULE** was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

MARK G. SIMONS, ESQ. SIMONS LAW, PC 6490 So. McCarran Blvd., #20 Reno, NV 89509	Email: mark@mgsimonslaw.com <i>Attorneys for Plaintiff</i> NANYAH VEGAS, LLC
---	--

SAMUEL S. LIONEL, ESQ. BRENOCH WIRTHLIN, ESQ. FENNEMORE CRAIG, P.C. 300 S. Fourth Street, Suite 1400 Las Vegas, NV 89101	Email: slionel@fclaw.com bwirthlin@fclaw.com <i>Attorneys for Defendant</i> SIG ROGICH aka SIGMUND ROGICH, Individually and as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST, and IMITATIONS, LLC
---	---

MICHAEL V. CRISTALLI JANIECE S. MARSHALL GENTILE CRISTALLI MILLER ARMENI SAVARESE 410 South Rampart Blvd., Suite 420 Las Vegas, NV 89145	Email: mcristalli@gcmaslaw.com jmarshall@gcmaslaw.com <i>Attorneys for Defendants</i> SIG ROGICH aka SIGMUND ROGICH as Trustee of THE ROGICH FAMILY IRREVOCABLE TRUST
---	---

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

Exhibit 1

Exhibit 1

ELIADES FAMILY PURCHASE

#1

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ELDORADO HILLS, LLC
a Nevada limited liability company

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October _____, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert H. Flangas Revocable Living Trust u/a/d July 22, 2005 (the "Flangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

A. Pursuant to those certain Purchase Agreements and Subscription Agreements of even date herewith, copies of which are attached hereto as Exhibits "A"- "D" and incorporated herein by this reference (collectively the "Purchase Documents"), the Flangas Trust and Teld entered into the foregoing agreements by which each would acquire a one-third (1/3rd) ownership interest in the Company. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Documentation.

B. The Rogich Trust will retain a one-third (1/3rd) ownership interest in the Company (subject to certain possible dilution or other indemnification responsibilities assumed by the Rogich Trust in the Purchase Documents).

C. As of the Effective Date, the Members desire to set forth and adopt this Amended and Restated Operating Agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, Members hereby agree to and adopt the following:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

Act. "Act" means Chapter 86 of the NRS.

Affiliate. "Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control", "controlling", and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

Teld LLC
10 OCT 2008
#4800690

JA_006176

Agreement. "Agreement" means this Operating Agreement.

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

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

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

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

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

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

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

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

NRS. "NRS" means the Nevada Revised Statutes.

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

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

Handwritten:
OK
To be in
Nevada
30 out 2008
2 of 13
EH00009
A.T. S.L.

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

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

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

ARTICLE II INTRODUCTORY MATTERS

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

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

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

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

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ARTICLE III CAPITAL CONTRIBUTIONS

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

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

ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

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

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

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

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

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ARTICLE V DISTRIBUTIONS

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

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

ARTICLE VI MEMBERSHIP

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

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

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

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

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

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

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

ARTICLE VII MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION

9.1 Exculpation.

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

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

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

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

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

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

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

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

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ARTICLE X
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

[Handwritten signature]
EH000100

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

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

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

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

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

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

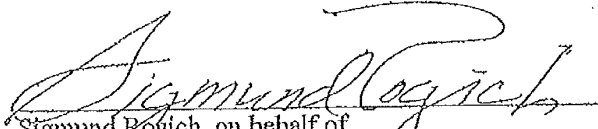
ARTICLE XI
SUPERSEDING PROVISIONS

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


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

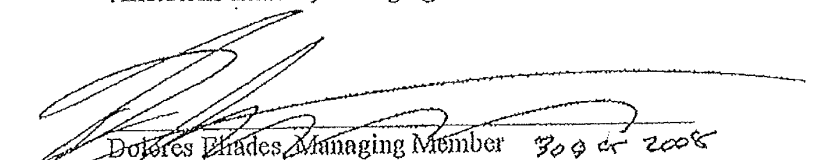
"MEMBERS"

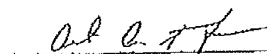
The Rogich Family Irrevocable Trust

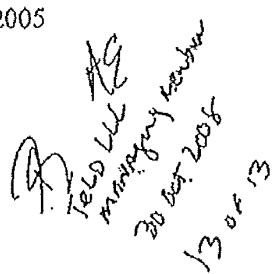

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

Teld, LLC


Aristotelis Eliades, Managing Member

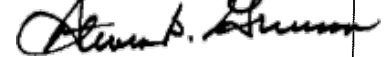

Dolores Eliades, Managing Member 309 or 2008
Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005


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


Teld LLC
Managing Member
20 Oct 2008
13 of 13

EH000102

JA_006188



1 Samuel S. Lionel, Esq. (Bar No. 1766)
2 Thomas Fell, Esq. (Bar No. 3717)
3 Brenoch Wirthlin, Esq. (Bar No. 10282)
4 **FENNEMORE CRAIG, P.C.**
5 300 S. Fourth Street, Suite 1400
6 Las Vegas, Nevada 89101
7 Tel.: (702) 692-8000; Fax: (702) 692-8099
8 Email: slionel@fclaw.com
9 bwirthlin@fclaw.com
10 *Attorneys for Sigmund Rogich, Individually and as*
11 *Trustee of the Rogich Family Irrevocable Trust and*
12 *Imitations, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

13 Plaintiffs,
14 v.

**OPPOSITION TO PLAINTIFF'S
MOTION TO RECONSIDER ORDER
ON MOTION IN LIMINE #5 RE:
PAROL EVIDENCE RULE ON OST**

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

Hearing Date: April 8, 2019

Hearing Time: 10:00 a.m.

18 Defendants.

19 _____/
20 NANYAH VEGAS, LLC, a Nevada limited
liability company,

CONSOLIDATED WITH:

21 Plaintiff,

CASE NO.: A-16-746239-C

22 v.

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

26 Defendants.

27 _____/

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OPPOSITION TO PLAINTIFF’S MOTION TO RECONSIDER ORDER ON MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE ON OST

Defendants Sigmund Rogich, individually (“Mr. Rogich”), and as Trustee of the Rogich 2004 Family Irrevocable Trust (the “Rogich Trust”), and Imitations, LLC (“Imitations” and collectively with Mr. Rogich and the Rogich Trust referred to as the “Rogich Defendants”), by and through their counsel of record, Fennemore Craig, P.C., and hereby submit their Opposition to Plaintiff Nanyah Vegas, LLC’s (“Nanyah”) Motion to Reconsider Order on Nanyah’s Motion in Limine #5 Re: Parol Evidence Rule on Order Shortening Time (“Motion to Reconsider”).

This Opposition is made and based upon the following Memorandum of Points and Authorities, the attached exhibits, any argument of counsel at the time of the hearing on this matter, and all papers and pleadings on file herein.

DATED: April 5, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch Wirthlin, Esq.
Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Attorneys for the Rogich Defendants

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///
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

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

3 Plaintiff's Motion to Reconsider is groundless. Plaintiff has presented no new issues of
4 fact or law supporting a ruling contrary to the ruling already reached on Plaintiff's MIL #5 (the
5 "MIL"). The Court's ruling on the MIL was indisputably correct. The Court correctly ruled that
6 it has not "made an express finding at this point that Nanyah was a third-party beneficiary" of the
7 contracts at issue. See **Exhibit 19**, transcript of hearing on the MIL, at p. 17.¹ Plaintiff simply
8 misstates the Court's ruling in its October 2018 Order ("October Order"). Plaintiff inaccurately
9 asserts multiple times in its Motion to Reconsider that this Court found in its October Order that
10 Plaintiff is a third-party beneficiary. See Opposition generally. This is false. The October Order
11 contains provisions that Plaintiff is only "an **alleged** third-party beneficiary" to the Purchase
12 Agreement and that its purported advance is only an "**alleged** investment in Eldorado." See
13 Exhibit 1 to the Motion to Reconsider at pg. 8, ll. 14-15 and pg. 9, ll. 2-3. At no point in this
14 litigation has the Court find that Plaintiff is a third-party beneficiary of any agreement at issue in
15 this case and Plaintiff's Motion to Reconsider should be denied on this ground alone.

16 Moreover, as set forth below, the question of whether a party is a third-party beneficiary
17 of a contract involves resolution of disputed issues of fact and therefore can only be determined
18 once the evidence in this case has been presented to the jury as fact finder. Accordingly,
19 Plaintiff's Motion to Reconsider must be denied.

20 **II. STATEMENT OF FACTS**

21 **1. The Alleged Investment**

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

- 23 • In June of 2007, Mr. Harlap and Mr. Huerta were communicating
24 with one another, where they were discussing Mr. Harlap's potential investment of
25 \$1.5 Million into CanaMex Nevada, LLC ("CanaMex"). Mr. Huerta directed Mr.
26 Harlap to CanaMex's website of CanaMexNevada.com and Mr. Harlap confirmed
27 he was interested in investing \$1.5 Million. Mr. Harlap requested Mr. Huerta to
set-up the Nevada company (which would become Nanyah). Mr. Huerta suggested
he be the Registered Agent for Nanyah. See NAN234-235, attached as **Exhibit 1**.

28 ¹ The Rogich Defendants have submitted an order regarding the Court's ruling on the MIL.

1 • CanaMex registered as a Nevada limited liability company on
2 December 3, 2007, just 4 days prior to Nanyah being registered. Mr. Harlap is the
3 sole manager of Nanyah. Go Global Inc. was sole the Manager/Managing Member
of CanaMex. See RT203 and PLTF247, attached as **Exhibit 2**.

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

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

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

9 • Contrary to this deposition testimony, on December 4, 2007, Mr.
10 Huerta e-mailed Mr. Harlap instructing him to wire the \$1.5 Million into
CanaMex Nevada, LLC's bank account. See NAN241, attached as **Exhibit 5**.

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

14 • Mr. Huerta further testified (as Nanyah's PMK) that Nanyah wired
15 the funds into Eldorado Hills' bank account and that the money never went into
16 the CanaMex's account. See Nanyah PMK Depo/Exhibit 4, p. 29, l. 21 to p. 30, l.
17 14 and p. 60, ll. 5-14. Further, Mr. Harlap testified that he "transferred the money
to Eldorado Hills as per Carlos Huerta's wiring instructions" and that this is the
basis of Nanyah's claims. See Harlap Depo/Exhibit 3, p. 20, l. 20 to p. 21, l. 11.

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

21 **c. The Bank Transfers**

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

25 • **CanaMex:** The December 2007 bank statement for CanaMex
26 shows a \$1.5 Million check (#92) written to Eldorado Hills, signed by Mr. Huerta
27 and processed on December 10, 2007. See NAN387-388, attached as Exhibit 6.

28 • **Eldorado Hills:** The December 2007 bank statement for Eldorado

1 Hills checking account shows a \$1.5 Million deposit on December 7, 2007 (which
2 is the \$1.5 Million check from CanaMex) and a \$1.45 Million internet transfer to
3 its money market account on December 10, 2007. The December 2007 bank
4 statement for Eldorado Hills money market account shows a \$1.45 Million internet
5 transfer deposit from the Eldorado Hills checking account on December 10, 2007
6 and a \$1.42 Million transfer out processed on December 14, 2007. See NAN449-
7 450, attached as **Exhibit 7**.

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

13 *d. Investment confirmation*

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

20 • **January 3, 2008:** Mr. Huerta e-mailed Mr. Harlap an update on
21 CanaMex and provided a letter from Go Global Properties with a subject line of
22 CanaMex. See NAN250-251, attached as **Exhibit 10**.

23 • **January 30, 2008:** Mr. Harlap received an e-mail from Summer
24 Rellamas of Go Global Properties attaching Nanyah's annual investor portfolio
25 which summarizes its investment with Go Global Properties. See NAN256-264,
26 attached as **Exhibit 11**.

27 • **March 13, 2008:** Mr. Harlap received an e-mail from Huerta
28 attaching an update letter on letterhead of Go Global Properties, signed by Mr.
Huerta as Managing Manager for CanaMex, indicated that "We, at Go Global
Properties, felt it time to send out an update in regards to our CanaMex Nevada
project in Las Vegas" and again directed Mr. Huerta to
www.CanaMexNevada.com. See NAN265-268, attached as **Exhibit 12**.

e. The K-1s

• Mr. Huerta (as Nanyah's PMK) confirmed that equity and
ownership interests are preserved by a K-1 and confirmed a tax return will show
the ownership interest. See Nanyah PMK/Exhibit 4, p. 22, ll. 3-15.

• Mr. Huerta further testified (inaccurately) that Nanyah was going to
be a member of Eldorado Hills or CanaMex, but that CanaMex didn't happen and
Eldorado Hills never formalized its investment with a K-1. See Huerta Depo

1 (attached as **Exhibit 13**), p. 164, ll. 7-18.

2 • Contrary to this deposition testimony, but consistent with Nanyah's
3 confirmed investment in CanaMex, on April 12, 2008, CanaMex sent Nanyah a
4 2007 Schedule K-1 form via an e-mail from Summer Rellamas at Go Global
5 Properties. The Schedule K-1 from CanaMex shows: (1) shows Nanyah as 99%
6 owner of CanaMex; (2) for the time period of December 3, 2007 through
7 December 31, 2007; (3) Nanyah's capital contribution during the year of \$1.5
8 Million; and (4) that after a decrease in business income of \$2,515, Nanyah's
9 ending capital account with CanaMex as of December 31, 2007 was \$1,497,485.
10 See NAN269-270, attached as **Exhibit 14**.

11 • CanaMex additionally sent Nanyah a 2010 Schedule K-1 with a
12 letter, which indicated that its "2010 Schedule K-1 ... has been filed with the
13 partnership tax return of CanaMex Nevada, LLC" and further advised that
14 "[s]hould [Nanyah] have any questions regarding the information reported to [it]
15 on this Schedule K-1, please call." The 2010 K-1 shows: (1) Nanyah still as 99%
16 owner of CanaMex; (2) Nanyah's capital account with CanaMex at \$1,497,695;
17 and (3) that after a decrease in business income of \$10, Nanyah's ending capital
18 account with CanaMex as of December 31, 2010 was \$1,497,685. See NAN389-
19 390, attached as **Exhibit 15**.

14 **2. The Potential Claimants**

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

20 • Eldorado Hills (under Mr. Huerta's direction as the Tax Matters
21 partner) had already provided to the first 2 potential claimants (The Ray Trust and
22 Eddyline) with 2007 K-1s. See RT197 and RT200, attached as **Exhibit 16**.

23 • As for Antonio Nevada, Eldorado Hills had paid it in full. In fact,
24 Antonio Nevada later sued Eldorado Hills as a result of being a potential claimant
25 under this Purchase Agreement. Eldorado Hills was successful in defending
26 against that lawsuit and obtaining a Judgment against Antonio Nevada. See
27 RT192, attached as **Exhibit 17**.

28 • As for Nanyah, there was no K-1 issued by Eldorado Hills to
Nanyah for 2007 and none of the financial records mentioned Nanyah. See RT164-
165, attached as **Exhibit 18**. Mr. Huerta controlled the books and records of both
companies at that time.

27 **3. Statute of Limitations**

• Mr. Huerta testified (as Nanyah's PMK) being aware of the

1 Purchase Agreement being signed in October 2008. *See* Nanyah PMK
2 Depo/Exhibit 4, p. 26, ll. 4-18.

3 • Mr. Harlap testified he first became aware of the Purchase
4 Agreement in 2008. *See* Harlap Depo/Exhibit 3, p. 16, line 19 to p. 18, l. 23.

5 • Mr. Harlap testified that he understood that Nanyah's potential
6 claim to \$1.5 Million investment in Eldorado Hills started from day one from his
7 transferring or sending \$1.5 Million in 2007. *See* Harlap Depo/Exhibit 3, p. 74, l.
8 12 to p. 75, l. 2.

9 III. STANDARD OF REVIEW

10 "A district court may reconsider a previously decided issue if substantially different
11 evidence is subsequently introduced or the decision is clearly erroneous." *Masonry & Tile*
12 *Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486,
13 489 (1997). "Only in very rare instances in which new issues of fact or law are raised supporting
14 a ruling contrary to the ruling already reached should a motion for rehearing be granted." *Moore*
15 *v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976); *see also Thomas v. Hardwick*,
16 126 Nev. 142, 158, 231 P.3d 1111, 1121 (2010). Further, the case law cited by Plaintiff does not
17 apply. The decision in *Geller v. McCown*, 64 Nev. 102, 107, 178 P.2d 380, 380 (1947) applies
18 only to rehearings requested at the appellate level, and is therefore inapplicable. Regardless of
19 the standard used, however, the Court's order on the MIL was not erroneous and the Motion to
20 Reconsider should be denied.

21 IV. ARGUMENT

22 A. **The Court has never found, and cannot find, that Plaintiff is a third-party**
23 **beneficiary of any agreement at issue and Plaintiff has presented no new fact**
24 **or law showing otherwise.**

25 As noted above and in the Court's ruling on the MIL (transcript attached as Exhibit 1), the
26 Court has never made an express finding that Plaintiff was a third-party beneficiary of the
27 agreements at issue. *See* Exhibit 19. This is consistent with the October Order which states only
28 that Plaintiff is "an **alleged** third-party beneficiary" to the Purchase Agreement and that its
purported advance is only an "**alleged** investment in Eldorado." *See* Exhibit 1 to the Motion to

1 Reconsider at pg. 8, ll. 14-15 and pg. 9, ll. 2-3. Further, as this Court recognized in its ruling on
2 the Plaintiff's MIL (see Transcript at Exhibit 19 hereto) whether an individual is an intended
3 third-party beneficiary, however, depends on the parties' intent, "gleaned from reading the
4 contract as a whole in light of the circumstances under which it was entered." *Canfora v. Coast*
5 *Hotels & Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005). As set forth above, there
6 are numerous factual issues in dispute, including whether Plaintiff was actually a third-party
7 beneficiary of any agreement at issue in this case. This can only be resolved by the presentation
8 of evidence.

9 In addition to the binding precedent set forth above, multiple courts have recognized that
10 resolution of the question of whether a party to a lawsuit is a third-party beneficiary of a contract
11 requires resolution of legal and factual issues. See *Smith v. Cent. Ariz. Water Conservation Dist.*,
12 418 F.3d 1028, 1034 (9th Cir. 2005) ("**Whether the district court correctly applied the**
13 **relevant law in concluding the landowners are not third-party beneficiaries of the relevant**
14 **contracts is a mixed question of law and fact** which we review de novo.); *WuMac, Inc. v. Eagle*
15 *Canyon Leasing, Inc.*, No. 2:12-CV-0926-LRH, 2015 WL 995095, at *8 (D. Nev. Mar. 5, 2015)
16 (recognizing the court had found "**that there remains a question of fact as to whether WuMac**
17 **was a third party beneficiary to the contract between Eagle and Atlanta Jet**"); *Glass v.*
18 *United States*, 258 F.3d 1349, 1353 (Fed. Cir.), opinion amended on reh'g, 273 F.3d 1072 (Fed.
19 Cir. 2001) ("**The underlying question of whether the shareholders are third party**
20 **beneficiaries to the alleged contract is a mixed question of law and fact**"); *CPJ Enterprises,*
21 *Inc. v. Gernander*, 521 N.W.2d 622, 624 (Minn. Ct. App. 1994) ("But in Admiral, the court
22 applied the well-established third-party beneficiary theory of attorney liability and held that
23 **whether the plaintiffs were third-party beneficiaries was a fact question.**") Thus, contrary to
24 the Plaintiff's arguments, the Court has not and cannot find that Plaintiff was a third-party
25 beneficiary of the agreements at issue – that question is for the jury once it has heard the evidence
26 in this case. Accordingly, the Plaintiff's Motion for Reconsideration must be denied.

27 ///

28 ///

1 **B. The parol evidence rule is inapplicable as a matter of law.**

2 As noted above, Nanyah conveniently fails to mention that the October 2018 Order
3 contains provisions that “Nanyah is an **alleged** third-party beneficiary” to the Purchase
4 Agreement and that its purported advance is only an “**alleged** investment in Eldorado.” *See*
5 Exhibit 1 to the Motion to Reconsider at pg. 8, ll. 14-15 and pg. 9, ll. 2-3. Nanyah further argues
6 that the Defendants are barred from contesting that Nanyah’s “investment”, if any, was in
7 Eldorado, as opposed to the place where Nanyah’s money actually ended up, which is CanaMex.
8 Even the October 2018 Order states that Nanyah’s alleged investment is just that: **alleged**.

9 Further, Nanyah’s assertions regarding the parol evidence rule are directly contradicted by
10 binding Nevada precedent. While the parol evidence rule generally may be invoked by any party
11 to a contract, the long standing rule set forth in Nevada by the state Supreme Court is that it
12 cannot be invoked by a stranger to such contract. *See Bank of California v. White*, 14 Nev. 373,
13 376 (1879) (holding that the parol evidence rule “**has no application whatsoever as against any**
14 **party who is a stranger to the instrument.**”) (emphasis added); *see also Pittman v. Providence*
15 *Washington Ins. Co.*, 394 So. 2d 223 (Fla. Dist. Ct. App. 1981) (recognizing that a third party
16 beneficiary is a stranger to a contract.).

17 Plaintiff also argues that somehow *Krieger v. Elkins* bar Defendants from presenting their
18 case and defenses. However, again Nanyah is misstating the Court’s October 2018 Order. In
19 fact, the only time the Court’s Order cites to *Kreiger* is to state that the Court is “precluded from
20 considering any testimony to determine **the Eliades Defendants’** so-called contractual liability.”
21 *See* Order at 8 (emphasis added). The Eliades Defendants’ are no longer parties to this action.
22 As much as Plaintiff tries to misconstrue the Order and conflate the separate and distinct parties
23 and claims at issue, it cannot do so.

24 Accordingly, Nanyah’s assertions that parol evidence rule somehow bar the Defendants
25 from introducing any testimony or other evidence at trial fail as a matter of law. The Court’s
26 ruling on the MIL was correct and the Motion to Reconsider must be denied.

27 **V. CONCLUSION**

28 For all these reasons, the Rogich Defendants respectfully requests that this Court deny

1 Nanyah's Motion to Reconsider in its entirety, and grant such other and further relief as the Court
2 deems appropriate.

3 DATED: April 5, 2019.

4 FENNEMORE CRAIG, P.C.

5
6 By: /s/ Brenoch Wirthlin, Esq.
7 Samuel S. Lionel, Esq. (Bar No. 1766)
8 Thomas Fell, Esq. (Bar No. 3717)
9 Brenoch Wirthlin, Esq. (Bar No. 10282)
10 300 S. Fourth Street, Suite 1400
11 Las Vegas, Nevada 89101
12 *Attorneys for the Rogich Defendants*
13
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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
3 and that on April 5, 2019, I caused to be **electronically served through the Court's e-service/e-**
4 **filing system and/or served by U.S. Mail** true and correct copies of the foregoing
5 **OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER ORDER ON**
6 **PLAINTIFF'S MOTION IN LIMINE #5: PAROL EVIDENCE ON ORDER**
7 **SHORTENING TIME** properly addressed to the following:

8 Mark Simons, Esq. *Via E-service*
9 **SIMONS HALL JOHNSTON PC**
6490 South McCarran Blvd., #F-46
10 Reno, Nevada 89509
11 *Attorney for Plaintiff Nanyah Vegas, LLC*

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

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

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

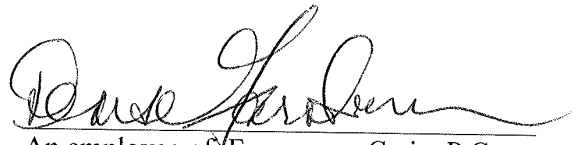
24 
25 *An employee of Fennemore Craig, P.C.*

EXHIBIT 1

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:26 PM
To: Mark Simons
Subject: FW: Las Vegas

From: hurricanehuerta@gmail.com [<mailto:hurricanehuerta@gmail.com>] **On Behalf Of** Carlos Huerta
Sent: Friday, June 8, 2007 7:39 AM
To: Yoav Harlap <harlap@netvision.net.il>
Subject: Re: Las Vegas

You got it. Thank you. We'll get to work on the company setup for you soon and send you the appropriate documents for you to review and execute and we can then send them in for you. I believe that even via scanner, we can file the company documents for you, so we won't even need mail or FedEx. It is really rather simple and the company will be under your 100% control, but you'll have a local (Las Vegas) address for servicing (if necessary) only. This is the only state requirement, but we can make the mailing address for the resident agent for the company my office address and that is really it, along with a few simple / standard forms.

As soon as it's ready, I'll let you know.

I'll be in touch and if you need anything from me, do not hesitate to ask whatsoever. I'd be happy to help.

From here on out, don't every be concerned if your traveling and/or busy with work and can't get back to me right away ever. Real Estate doesn't move so fast usually (the only one drawback), but if there's ever anything urgent, I'll try all the mediums I know to reach you, but there should never be the need.

Be well, speak to you soon.

Carlos Huerta
Go Global Properties
3980 Howard Hughes Parkway
Suite 550
Las Vegas, NV 89169
E: Carlos@GoGlobalProperties.com
T: 702.617.9861, x102
F: 702.617.9862

On 6/7/07, Yoav Harlap <harlap@netvision.net.il> wrote:

Carlos,

Sorry for the delay in my reply but I was away and then very busy.

I am glad that your visit to Israel was positive and I am happy that I could contribute by introducing Ahuva. Israel is a very special country and being your first visit here you could not be better informed about the country within the time allowed.

As for the investment, I am interested, and see myself allocating 1.5 Mil US\$ for it. Please assist me with the technicalities and let's put up this Nevada Company as per your suggestion.

Best regards,

Yoav

From: hurricanehuerta@gmail.com [mailto:hurricanehuerta@gmail.com] **On Behalf Of** Carlos Huerta
Sent: Sunday, June 03, 2007 9:50 PM
To: harlap@netvision.net.il
Subject: Las Vegas

Yoav,

I've been back in the States now for 10 days and feel amazingly fortunate to have been able to visit your beautiful country in the way that Jacob facilitated the trip for me with Ahuva Gehl (thank you for this recommendation). I learned so much and saw so much of what I had learned about for so many years, it seemed surreal.

Also, I just wanted to let you and your wife know that I appreciated being able to visit your lovely home and meet you during my stay. In addition, I do hope that my company can provide interesting investment options for you and/or your company when the time is right for you.

In the interim, and when you have a moment, please visit the web site (www.CanaMexNevada.com) for the project that we spoke about and let either Jacob or myself know your level of interest in investing. I've been making some more progress with this development over the past few weeks and am very excited about the potential.

As a follow-up to our conversation we had at your home, within a few weeks time, we can set up your own limited liability company in the United States (in the State of Nevada) for you, of which you can fully control

EXHIBIT 2



ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4206
(775) 684 6708
Web site: secretaryofstate.nv.gov

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20070818567-13 Filing Date and Time 12/03/2007 2:03 PM Fatty Number E0821862007-6
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USE BLACK INK ONLY - DO NOT HIGHLIGHT	ABOVE SPACE IS FOR OFFICE USE ONLY
1. Name of Limited Liability Company: (must contain "LLC", "limited liability company", "limited liability corporation", "limited liability partnership", "limited liability trust", "limited liability fund", "limited liability partnership", "limited liability trust", "limited liability fund")	CanoMex Nevada, LLC <div>Check box if a Series Limited Liability Company <input type="checkbox"/></div>
2. Registered Agent Name and Street Address: (must be a Nevada resident, a domestic corporation, or a foreign corporation authorized to do business in Nevada)	Summit Rollmans Name 3060 E. Post Rd., Suite 110 (MANDATORY) Physical Street Address Las Vegas City Nevada State 89120 Zip Code (OPTIONAL) Mailing Address City State Zip Code
3. Dissolution Date: (OPTIONAL; see instructions)	Latest date upon which the company is to dissolve (if existence is not perpetual):
4. Management:	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Members (check only one box)
5. Name and Address of each Manager or Member: (must be a Nevada resident, a domestic corporation, or a foreign corporation authorized to do business in Nevada)	Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address Las Vegas City NV State 89120 Zip Code Name Address City State Zip Code Name Address City State Zip Code
6. Name, Address and Signature of Organizer: (must be a Nevada resident, a domestic corporation, or a foreign corporation authorized to do business in Nevada)	Charles Huetten for Go Global Inc. Name 3060 E. Post Rd., Suite 110 Address Las Vegas City NV State 89120 Zip Code Signature Date
7. Residency of Acceptance of Resident Agent: (must be a Nevada resident, a domestic corporation, or a foreign corporation authorized to do business in Nevada)	I hereby accept appointment as Resident Agent for the above named limited liability company. X Charles Huetten Authorized Signature of R.A. or On Behalf of R.A. Company Date 12/3/07

This form must be accompanied by appropriate fees.

(Nevada Secretary of State Form LLC-A01 2007
Revised 01/01/06)

RT0203

JA_006204

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND RESIDENT AGENT OF
CanaMax Nevada, LLC

(Name of Limited Liability Company)

F.A.R. NUMBER

FOR THE FILING PERIOD OF 2007 TO 2008

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Summer Reillanas
 3060 E. Post Rd. Suite 110
 Las Vegas, NV 89120

Filed in the office of	Document Number
Ross Miller	20070818558-24
Secretary of State	Filing Date and Time
State of Nevada	12/03/2007 2:03 PM
	Entity Number
	E0821862007-6

A FORM TO CHANGE RESIDENT AGENT INFORMATION CAN BE FOUND ON OUR WEBSITE: www.nvssos.com
 Important: Read instructions before completing and returning this form.

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

- ☒ Return one file stamped copy. (If filing not accompanied by order instructions, this stamped copy will be sent to resident agent.)
- Print or type names and addresses, either residence or business, for all managers or managing members. A Manager, or if none, a Managing Member of the LLC must sign this form.
 - There are additional managers or managing members, attach a set of them to this form.
 - Return the completed form with the \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of first month following organization date.
 - Make your check payable to the Secretary of State. Your completed check will constitute a certificate to transact business.
 - Checklist: If reviewed above, one file stamped copy will be returned at no additional charge. To receive a certified copy, attach an additional \$50.00 per certification. A copy fee of \$2.00 per page is required for each additional copy provided when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
 - Return the completed form to Secretary of State, 201 North Carson Street, Carson City, NV 89701-6101, (775) 684-6700.
 - Form must be in the possession of the Secretary of State on or before the last day of the first month following the first registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional filing and penalties.

FILING FEE: \$125.00		LATE PENALTY: \$75.00	
NAME Go Global Inc.	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS 3060 E. Post Rd., Suite 110	<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY Las Vegas	ST NV	ZIP 89120	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ADDRESS	<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER	
CITY	ST	ZIP	

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 92A.280 and acknowledges that pursuant to NRS 92A.280 it is a category C filer, so knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

☒ Signature of Manager or Managing Member

Title: Manager Date: 12/3/07

Nevada Secretary of State Form 1048-LLC 11.03.2007
 Revised on 01/10/07

PLTF00247

JA_006205

EXHIBIT 3

In the Matter Of:

A-16-746239-C

NANYAH VEGAS

VS

TELD, et al.

YOAV HARLAP

October 11, 2017

envision
legal solutions

702-805-4800
scheduling@envision.legal

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

CERTIFIED COPY

Case No.:
A-13-686303-C

Dept. No.: XXVII

vs.

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

Defendants.

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

Plaintiff,

CONSOLIDATED WITH:

Case No.:
A-16-746239-C

vs.

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

Defendants.

DEPOSITION OF:

YOAV HARLAP

TAKEN ON:

OCTOBER 11, 2017

Reported by: Monice K. Campbell, NV CCR No. 312
Job No.: 693

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

Harlap, Yoav

October 11, 2017

Page 2

DEPOSITION OF YOAV HARLAP, held at

Fennemore Craig, P.C., located at 300 South Fourth
Street, Suite 1400, Las Vegas, Nevada, on Wednesday,
October 11, 2017, at 9:45 a.m., before Monice K.
Campbell, Certified Court Reporter, in and for the
State of Nevada.

APPEARANCES:

For the Plaintiff:

FENNEMORE CRAIG, P.C.
BY: SAMUEL S. LIONEL, ESQ.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
(702) 692-8000
slionel@fcclaw.com

For the Defendants:

ROBISON, SIMONS, SHARP & BRUST
A Professional Corporation
BY: MARK A. SIMONS, ESQ.
71 Washington Street
Reno, Nevada 89503
(775) 329-3151
msimons@rsshblaw.com

Also Present:

MELISSA OLIVAS

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

Harlap, Yoav

October 11, 2017

Page 3

I N D E X

EXAMINATION	PAGE
By Mr. Lionel	4
Huerta vs. Rogich Deposition of Yoav Harlap Taken on October 11, 2017	
E X H I B I T S	
NUMBER	PAGE
1	Notice of Taking Deposition and Request for Production of Documents 5
2	10/30/28 Purchase Agreement Between Go Global, Huerta and The Rogich Family Trust, RT0023 through RT0033 17
3	Membership Interest Purchase Agreement, RT0034 through RT0062 19
4	Membership Interest Purchase Agreement, RT0063 through RT0091 20
5	Nanyah Vegas's First Amended Answers to Defendants' First Set of Interrogatories 34
6	Complaint 95

Envision Legal Solutions

702-805-4800

scheduling@envision.legal

JA_006207

1 LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017
2 9:45 A.M.
3 * * * * *
4 (Counsel agreed to waive the court
5 reporter's requirements under Rule
6 30(b)(4) of the Nevada Rules of Civil
7 Procedure.)
8 Whereupon,
9 YOAV HARLAP,
10 having been sworn to testify to the truth, the whole
11 truth, and nothing but the truth, was examined and
12 testified under oath as follows:
13
14 EXAMINATION
15 BY MR. LIONEL:
16 Q. What is your name?
17 A. Yoav Harlap.
18 Q. Where do you live, Mr. Harlap?
19 A. Israel.
20 Q. What city?
21 A. Herzliya, H-E-R-Z-I-L-Y-A.
22 Q. Have you ever had your deposition taken
23 before?
24 A. No.
25 Q. Do you know what a deposition is?

1 A. I have been explained briefly by my
2 attorney.
3 Q. I'm having trouble hearing you.
4 A. I have been explained to by --
5 Q. It was explained to you by your lawyer?
6 A. Yes.
7 Q. Let me give you a little more additional
8 explanation. I'm going to ask you questions which
9 you are going to answer. The reporter, if everything
10 works, will transcribe them into a booklet which will
11 be delivered to you. You will have a right to look
12 at it and see whether the answers are okay or whether
13 you want to change them. You have a right to change
14 them, but if you change them, I have a right to
15 comment on the change if this case goes to trial.
16 Do you know of any reason why you cannot
17 have your deposition taken today?
18 A. No.
19 MR. LIONEL: Miss Reporter, would you mark
20 that as first exhibit.
21 (Exhibit Number 1 was marked.)
22 BY MR. LIONEL:
23 Q. Let the record show that Exhibit 1 has
24 been given to the witness. It is a notice of taking
25 deposition and request for production of documents.

1 Mr. Harlap, have you ever seen that
2 document before?
3 A. Not that I recall.
4 Q. You notice that the document requests that
5 you bring to your deposition certain documents which
6 are set forth. Did you bring any of those documents?
7 A. I did not bring with me right now any
8 documents or documents that I had that were given
9 before to my attorney.
10 Q. Do you have documents -- some of these
11 documents?
12 A. I might have copies of what my attorney
13 has sent me.
14 MR. SIMONS: Just so the record's clear,
15 your request for production of documents is
16 defective. Also, Mr. Harlap is appearing in his
17 individual capacity. If you're going to request
18 documents from this individual, you'll need to do a
19 proper subpoena on this individual.
20 MR. LIONEL: Why is the request improper?
21 MR. SIMONS: Because under the rules,
22 there's a time period within which to respond, as you
23 know. This subpoena -- this notice, to the extent it
24 would be classified as a request for production of
25 documents, doesn't comply with the time requirements

1 under the rules.
2 MR. LIONEL: You have not objected on the
3 record with respect to the notice and effectively
4 it's the second you've gotten.
5 MR. SIMONS: I understand. But I don't
6 have to object if it's defective on its face.
7 BY MR. LIONEL:
8 Q. Mr. Harlap, do you have a file with
9 documents with respect to Eldorado Hills, LLC?
10 A. The documents that I have were all copies
11 of documents that I got from the attorney or he had
12 before.
13 Q. I'm asking you about a time before you had
14 this attorney. I'm asking you --
15 A. I had very few documents. They were all
16 sent to my attorney.
17 Q. Do you have any documents now in your
18 office with respect to Eldorado Hills?
19 A. Copies of the interrogatories papers, my
20 deposition, et cetera, I do have that, yes.
21 Q. You do have the Answers to
22 Interrogatories?
23 A. Yes.
24 Q. What else do you have with respect to
25 Eldorado Hills?

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1 A. I assume I have historical copies of my
2 money transfer to Eldorado Hills as my investment.
3 Q. Anything else?
4 A. Not that I recall, but I cannot say
5 offhand.
6 Q. You might have?
7 A. Very slim chance. It was -- there were
8 very few papers there initially.
9 Q. Do you have a file with respect to
10 Eldorado Hills?
11 A. No.
12 Q. Do you have a file with respect to your
13 investment that you are suing about?
14 A. Only the very few documents that had to do
15 with -- which mostly I got later on. I think there
16 was -- there might have been a paper there initially
17 for the Canamex which was not relevant anymore. And
18 maybe my accounting lady, but not with me, but with
19 her, might have copies of my money transfer to
20 Eldorado Hills as my investment.
21 Q. What did you have with respect to Canamex?
22 A. There were some drawings that I remember
23 seeing once very many years ago, initially some
24 drawings of where it is. That's about it.
25 Q. When you say "that's about it," that's the

1 best you believe you have?
2 A. That's the best I believe I have.
3 Q. Do you have any documents with respect to
4 Carlos Huerta?
5 A. No.
6 Q. Do you have communications with Carlos
7 Huerta back in 2007?
8 A. Carlos Huerta came over initially to my
9 house, so it was verbal.
10 Q. I'm asking you whether you have any
11 written documents.
12 A. No.
13 Q. Did you ever have emails from him?
14 A. Oh, yeah, I had emails over the years, but
15 mostly technical. For example, I had to have an
16 American -- this was my first American investment,
17 and so I needed an accountant, and I asked his
18 assistance to find a local one because that was the
19 only thing I had at the time here. So it didn't make
20 sense for me to go and seek somebody else, so he gave
21 me direction to somebody.
22 Q. Did you have a number of emails from Mr.
23 Huerta in 2007?
24 A. I do not recall.
25 Q. How about in 2008?

1 A. I do not recall.
2 Q. Did you have any emails from him -- strike
3 that.
4 What kind of a file did you have with
5 respect to this matter?
6 A. Very few pages that I recall. I hardly
7 had any material regarding this matter. I had a
8 verbal agreement. I had a money transfer. That's
9 about it.
10 Q. I'm asking you about documents.
11 MR. SIMONS: He's answered.
12 THE WITNESS: I answered.
13 BY MR. LIONEL:
14 Q. Do you have any documents with respect to
15 Go Global in your file?
16 A. Not that I recall.
17 Q. Do you know who Go Global is?
18 A. Go Global, as far as I recall, is Carlos
19 Huerta.
20 Q. His company?
21 A. I think so.
22 Q. Do you have an operating agreement for
23 Nanyah Vegas?
24 A. What is an operating agreement?
25 Q. You don't know what it is?

1 A. No.
2 Q. You had an accountant, you say, here in
3 Las Vegas?
4 A. Yes.
5 Q. Do you still have an accountant here?
6 A. Not anymore. I moved from his services a
7 few months ago.
8 Q. Is that Dustin Lewis?
9 A. No. His name was Brent Barlow.
10 Q. Did you ever talk to Dustin Lewis?
11 A. I don't even know who he is.
12 Q. Have you now told me, to the best of your
13 recollection, what documents you had?
14 A. I just did.
15 Q. What did you do to prepare for this
16 deposition?
17 A. I read my deposition. I read the
18 interrogatory questions. I saw the agreement,
19 refreshed my memory regarding the agreement of my --
20 of the agreement that showed my due interest in
21 Eldorado Hills and the fact that I will -- I am a
22 claimant for Eldorado Hills. That's it.
23 Q. What documents did you look at with
24 respect to Eldorado Hills?
25 A. Well, the agreement that supposedly sold

1 the rights, if I recall -- if this is what you call
2 this document that was signed, I think, between Sig
3 Rogich and his partners. Whatever was part of the
4 file that was submitted to court.
5 Q. Where did you look at this?
6 A. I looked at it over the Internet.
7 Q. Hmm?
8 A. On the computer, on the email. Not email,
9 on the questions that I --
10 MR. SIMONS: I think he -- Counsel, I
11 think he's explaining the complaint.
12 MR. LIONEL: I'd like to hear his
13 explanation, Counsel.
14 MR. SIMONS: Go ahead. Do you have a
15 question?
16 BY MR. LIONEL:
17 Q. Sure. Tell me again what that document is
18 you looked at.
19 A. As far as I recall, there were a bunch of
20 documents that were passed between my attorney and
21 myself in regards to what we submitted to court in
22 respect of this lawsuit.
23 Q. When did you look at these?
24 A. At the time when I had to -- when I was
25 instructed by my attorney to go over it.

1 Q. When was this?
2 A. A few months ago. When I was summoned,
3 when we tried to make the dates for here.
4 Q. And these are documents that you have at
5 your office?
6 A. I don't have physically even one document.
7 There are some documents that were in an email --
8 which were sent to me by email.
9 Q. By whom?
10 A. By my attorney.
11 Q. And you still have these documents?
12 A. I suppose so.
13 Q. Well, you just looked at them, didn't you?
14 A. Yeah.
15 MR. SIMONS: He said a few months ago.
16 THE WITNESS: A few months ago.
17 BY MR. LIONEL:
18 Q. You haven't looked at them in the last
19 month?
20 A. No.
21 Q. Did you look at any contracts in the last
22 month?
23 A. No.
24 Q. Just the documents the attorney sent you?
25 A. Correct.

1 Q. You didn't look at any documents that you
2 had since 2007 or 2008?
3 A. No.
4 Q. Did you prepare with anyone? Did you
5 prepare with your attorney?
6 A. I think that what I have spoken with my
7 attorney is privileged information.
8 Q. I'm not asking you for the information.
9 I'm asking you whether you spoke with him in
10 preparing.
11 A. We briefly spoke about the process that
12 I'm going to go through like you have explained to me
13 this morning.
14 Q. When did you do that with your attorney?
15 A. Yesterday.
16 Q. Did you see Mr. Huerta yesterday?
17 A. No. Huerta, you mean, Carlos?
18 Q. Carlos.
19 A. No, I have not seen him this time, no.
20 Q. When is the last time you saw him?
21 A. When I saw you.
22 Q. That ill-fated day?
23 A. That was the last time I saw him and spoke
24 to him.
25 Q. Did you speak with me?

1 A. With him.
2 Q. With him. I'm sorry.
3 Now, whenever I say "you," I want to --
4 I'm talking about Nanyah Vegas. You understand that?
5 A. I assume so.
6 Q. And if I say just "Nanyah," also I'm
7 talking about Nanyah Vegas. We're on the same page
8 there?
9 A. (Witness nodded head.)
10 Q. Thank you.
11 THE COURT REPORTER: Is that a "yes"?
12 THE WITNESS: Yes.
13 BY MR. LIONEL:
14 Q. Are you familiar with your complaint in
15 this action?
16 A. In a general way, yes.
17 Q. When is the last time you looked at it?
18 A. A few months ago.
19 Q. You have not looked at it in the last few
20 months?
21 A. Not in the last couple, no.
22 Q. Where did you look at it? In Israel?
23 A. I think I was in Greece, actually.
24 Q. In Mykonos?
25 A. Probably.

1 Q. Carlos Huerta, he gave a deposition. Did
2 you look at that deposition?
3 A. I've looked at all sorts of papers that
4 were there, but I don't recall which one is which. I
5 don't know.
6 Q. I'm asking you specifically about --
7 A. I can't answer. I don't know.
8 Q. -- a deposition of Carlos Huerta.
9 A. I do not know.
10 Q. You don't know if you looked at it?
11 A. No, I don't. There were a bunch of
12 papers. It was -- I mean, not physical but on the
13 computer, and I don't recall which paper is what.
14 Q. You have no recollection you've ever seen
15 Carlos Huerta's deposition in this case?
16 A. I might have. I don't know.
17 Q. Are you familiar with the purchase
18 agreement?
19 A. Which purchase agreement?
20 Q. In this case. The purchase agreement
21 whereby Mr. Huerta got out of Eldorado.
22 A. If I'm not mistaken, this is the purchase
23 agreement that says that -- that acknowledges the
24 potential claims of Nanyah Vegas through
25 \$1.5 million. If this is the document you refer to,

1 then yes.
2 MR. LIONEL: Miss Reporter, would you mark
3 this as Exhibit 2.
4 (Exhibit Number 2 was marked.)
5 BY MR. LIONEL:
6 Q. Let the record show the witness is looking
7 at Exhibit 2.
8 A. Yes. I've seen this page. I've seen this
9 paper.
10 Q. When's the last time you saw it before
11 today?
12 A. Last night.
13 Q. Last night?
14 A. Yes.
15 Q. Were you with your attorney preparing?
16 A. Correct.
17 Q. Are you familiar with the document?
18 A. Generally, yes.
19 Q. Prior to last night, when's the last time
20 you saw it?
21 A. Months ago.
22 Q. Hum?
23 A. Months ago.
24 Q. Do you remember the occasion?
25 A. No.

1 Q. That is a 2008 document. Did you see it
2 in 2008?
3 A. I do not know.
4 Q. You don't know. You don't know or you
5 don't remember?
6 A. I don't remember.
7 Q. But you don't know?
8 A. I might have.
9 Q. You might have. Okay.
10 A. I might have, because I do remember
11 vividly that Carlos have explained to me, if I'm not
12 mistaken, over the phone, that my rights in the
13 Eldorado Hills are secured and that the buyer of
14 Eldorado Hills from him has taken the commitment to
15 pay me or register my rights or pay me back my
16 investment in Eldorado Hills.
17 Q. When did Carlos tell you that?
18 A. This was at the time when he explained to
19 me that he has his own issues. He had to sell and
20 that my rights remained there. But this is many
21 years ago, so it's the best of my recollection from,
22 you know, the telephone conversation that was going
23 on.
24 MR. LIONEL: Would you mark this as three,
25 Miss Reporter.

1 (Exhibit Number 3 was marked.)
2 BY MR. LIONEL:
3 Q. When did you say was the last time you
4 looked at the complaint in this case?
5 A. A while ago.
6 Q. A while ago. Do you remember the
7 reference to the Teld agreement in the complaint?
8 A. I remember that there was something like
9 that, yes.
10 Q. Would you show Exhibit 3 to the witness,
11 please.
12 A. Teld is the Greek name guy, correct?
13 Q. Yes.
14 A. Eliades.
15 Q. Look at Exhibit 3 and tell me the last
16 time you saw it.
17 MR. SIMONS: Objection to the extent he's
18 never said he saw it.
19 THE WITNESS: I do not even recall whether
20 I saw it or not.
21 BY MR. LIONEL:
22 Q. You don't know whether or not you saw it?
23 A. This one for sure, yes.
24 Q. Let the record show the witness is
25 referring to Exhibit 2.

1 A. This one I do not recall. I do not know.
2 Q. That's fine.
3 A. I may have. I may have not. I just don't
4 remember.
5 Q. Do you remember referenced in the
6 complaint -- you did see the complaint?
7 A. Yes, but it's a while ago -- I do not, you
8 know --
9 Q. Do you remember reference to the
10 Flangas --
11 A. I remember the name Flangas. I met this
12 name somewhere.
13 Q. Mark this as four, Miss Reporter.
14 (Exhibit Number 4 was marked.)
15 BY MR. LIONEL:
16 Q. Mr. Harlap, have you seen that document
17 before?
18 A. I don't know. I might have. I might have
19 not.
20 Q. What's the basis for your claims in this
21 case, Mr. Harlap?
22 A. I have made an investment directly into
23 Eldorado Hills, which was a real estate property
24 outside of Las Vegas, shooting range, if I remember
25 correctly, or part of it was a shooting range. I

1 knew that it was an area that would take some time to
2 develop. A road would probably -- a main road would
3 probably go by it at some point, and this area would
4 be destined to be logistics hub for the expansion of
5 Las Vegas.
6 This, as far as I recall, was the general
7 explanation when Carlos came to my house and pitched
8 me the deal. I transferred the money to Eldorado
9 Hills as per Carlos Huerta's wiring instructions.
10 And as far as I was concerned, that was pretty much
11 it.
12 Q. What you said now is based upon what
13 Carlos told you; is that correct?
14 A. I believe that at the time he also showed
15 me, as I told you, there was the talk about Canamex,
16 an adjacent plot that was not possible to buy, and
17 then he suggested that I go into the first lot that
18 they've just bought, which was the Eldorado Hills.
19 And I agreed to divert my money and transfer it to
20 Eldorado Hills and do the deal with them and be
21 involved with them on that deal.
22 Q. You're talking about something which
23 happened when?
24 A. In 2007, 2008, something like that.
25 Q. Is there any documentation with respect to

1 that?
2 A. The money transfer to Eldorado Hills, I
3 think we have that.
4 Q. Anything else?
5 A. Nothing except the documents that I assume
6 are part of this litigation.
7 Q. You have documents with respect to the
8 money transfer?
9 A. Probably in my accountant's file. There
10 are documents showing that I transferred that -- this
11 on that date, the sum of one and a half million
12 dollars to the account.
13 Q. To what account?
14 A. To the account -- Carlos Huerta, as far as
15 I recall, it was an Eldorado Hills' account.
16 Q. And that's what Carlos told you?
17 A. Might have. I don't recall. But
18 probably. I didn't talk to other people except him
19 and Jacob Feingold in respect to this deal. They
20 were the only people I knew that had to do with this
21 deal. I never spoke to anybody else in respect to
22 this deal.
23 Q. Do you have any emails with respect to it?
24 A. Not that I recall.
25 Q. Any emails with respect to transferring

1 the money or anything like that?
2 A. I don't recall.
3 Q. You don't recall if you have any emails?
4 A. Exactly.
5 Q. You may have some emails still in the
6 file?
7 A. I haven't looked at that file as much as
8 you would call it a file. So I don't know. I really
9 don't know.
10 Q. Let's call it a file. What do you have in
11 it?
12 A. I have no idea. I haven't looked -- I
13 haven't looked at this folder in my email thing in
14 years.
15 Q. Four years?
16 A. In years.
17 Q. In years. Since 2007?
18 A. I don't know. No. I may have. I may
19 have looked at it. You know, for example, if I got
20 from the accountant at the time something to sign or
21 to pay or something, I would probably file it under
22 that folder.
23 Q. You said you're familiar with the purchase
24 agreement?
25 A. I'm familiar with this agreement?

1 Q. Yes.
 2 A. Exhibit 2?
 3 Q. Yes.
 4 A. I'm familiar with this one.
 5 Q. But you're not familiar with three or
 6 four?
 7 A. I'm not sure.
 8 Q. Does Exhibit 2 have anything to do with
 9 your claim in this case?
 10 A. Absolutely.
 11 Q. What does it have to do?
 12 MR. SIMONS: Objection to the extent it
 13 calls for a legal conclusion.
 14 BY MR. LIONEL:
 15 Q. Your understanding.
 16 MR. SIMONS: Again, I get to make
 17 objections for the record. Just to keep it clear
 18 what you're obligated to ask for or answer and then
 19 we can deal with it later. But unless I instruct you
 20 not to answer, you're still to answer the question.
 21 Does that make sense?
 22 THE WITNESS: So I am to answer the
 23 question?
 24 MR. SIMONS: Right. But sometimes I will
 25 interject and makes objections.

1 THE WITNESS: Okay.
 2 MR. SIMONS: What was the question again?
 3 (Whereupon, the following question was
 4 read back by the court reporter:
 5 Question: "What does it have to do"?)
 6 MR. SIMONS: Same objection. Go ahead.
 7 THE WITNESS: To the best of my
 8 understanding, according to Exhibit 2, it is clearly
 9 showing that when Sig Rogich sold his rights in
 10 Eldorado Hills, he -- sorry. Hold on. Sorry.
 11 BY MR. LIONEL:
 12 Q. I don't want you to read from there. I
 13 want your recollection, please.
 14 A. That when Carlos left Eldorado Hills and
 15 sold his part, whatever it is, his part, to Sig
 16 Rogich Foundation, or whatever it's called, the
 17 foundation took upon itself the commitment and
 18 acknowledged the fact that Nanyah Vegas had a claim
 19 for 1.5 million in equity of Eldorado Hills, and
 20 there is an annex or a -- what do you call it --
 21 appendix, Exhibit -- no Exhibit --
 22 Q. Exhibit A?
 23 A. Exhibit A. Exhibit A that shows clearly
 24 the 1.5 million as a potential claimant.
 25 Q. And that's the basis for your claim?

1 MR. SIMONS: Objection. That's not what
 2 he said.
 3 THE WITNESS: The basis for my claim are
 4 established by my legal counsel based on the fact
 5 that I could provide or that he could find in
 6 regarding to this case. I am no lawyer. So I would
 7 not know what is the basis of my rights, except the
 8 fact that I know that I invested in Eldorado Hills
 9 \$1.5 million. That at some point Carlos, with whom I
 10 initially invested, left the company for whatever
 11 reasons and made sure that my rights remained.
 12 BY MR. LIONEL:
 13 Q. Who made sure?
 14 A. Carlos.
 15 Q. What did he tell you?
 16 A. I don't recall what he told me. I think
 17 that this document shows, maybe there are other
 18 documents that also show, my rights to the
 19 \$1.5 million as a potential claimant for Eldorado
 20 Hills.
 21 Q. You have read the purchase agreement,
 22 haven't you?
 23 A. This one?
 24 Q. Yes.
 25 A. I have.

1 Q. A number of times?
 2 A. I don't know. It could have been just
 3 once. It could have been a couple. I don't know.
 4 Q. You don't know whether your claims are
 5 based upon that purchase agreement?
 6 MR. SIMONS: He just answered that he said
 7 it's absolutely, Counsel, and now you're trying to be
 8 argumentative.
 9 BY MR. LIONEL:
 10 Q. Answer, please.
 11 A. As I told you, the basis of my claims are
 12 established by my legal counsel. It's up to him to
 13 tell me whether I have rights or I don't have rights
 14 based on the paperwork that I could supply or that he
 15 could get.
 16 Q. I want your understanding. I don't
 17 care -- I'm not referring to what your counsel tells
 18 you.
 19 Is it your understanding that that
 20 agreement affords you rights with respect to your
 21 claim?
 22 A. You're relating, again, to an agreement,
 23 and I'm not going to answer you in regarding to the
 24 agreement whether it's establishing my rights. But
 25 my rights are established, to the best of my

1 understanding, based on the position of my attorney.

2 Q. And that's it?

3 A. That together with all the paperwork that
4 supports it, I assume.

5 Q. But you're relying on the basis of what
6 your attorney has told you?

7 A. On the one hand, on that. On the other
8 hand, on the fact that I know that I have paid one
9 and a half million dollars into Eldorado Hills and
10 that, to the best of my understanding, at some point
11 somebody took the liberty, Sig Rogich took the
12 liberty to supposedly sell his parts there and mine
13 too, in a way, without me getting any money for it.

14 Q. Please explain "mine too."

15 A. My rights in Eldorado Hills, the one and a
16 half million dollar potential claims of rights in
17 Eldorado Hills.

18 Q. How do you know he sold them?

19 A. Because, to my understanding, or to what
20 Carlos told me at some point or the paperwork that I
21 have seen, I do not know which ones, I understood
22 that there was a deal between Sig Rogich and this
23 Greek named guy, Eliades, who held, I believe, these
24 companies and another one, Flangas, in which he sold
25 the rights. I don't even remember in what portions

1 or whatever. Sold, loan, something like that.

2 Q. And that's based upon what Carlos told
3 you?

4 A. No. There were some -- I assume -- and as
5 far as I -- I assumed there was paperwork that
6 related to that that my attorney has seen, and based
7 upon them, he suggested that my rights are there.

8 Q. That's the extent of your knowledge with
9 respect to the basis for your claim?

10 A. Repeat that.

11 MR. LIONEL: Miss Reporter.

12 (Whereupon, the following question was
13 read back by the court reporter:

14 Question: "That's the extent of your
15 knowledge with respect to the basis for
16 your claim"?

17 THE WITNESS: Pretty much.

18 BY MR. LIONEL:

19 Q. Do you know Mr. Sig Rogich?

20 A. I've met him once in your office.

21 Q. Did you talk with him?

22 A. Only in front of you. Not before and not
23 after, unless you came into the room a couple of
24 minutes later, but that's it.

25 Q. Did you ever have any business dealings

1 with him?

2 A. Never.

3 Q. Any contracts with him?

4 A. Any?

5 Q. Yes.

6 A. Me personally?

7 Q. You personally?

8 A. Only through --

9 Q. You or Nanyah?

10 A. Nanyah Vegas -- only as far as the
11 paperwork relating to this case. Nothing but that.

12 Q. Are you referring to Exhibit 2?

13 A. Among other things, at least to Exhibit 2.

14 Q. What other things?

15 A. I don't know. As much as other paperwork
16 relating to these deals exist, I'm also relating to
17 them.

18 Q. Do you know the Rogich Trust?

19 A. I heard the name or I came across it in
20 one of the papers.

21 Q. That's the extent of it?

22 A. Yes.

23 Q. How about Eldorado Hills?

24 A. Same.

25 Q. You never had any dealings with it?

1 A. Not except what is written here.

2 Q. What is written in Exhibit 2?

3 A. And the money transfer that I did.

4 Q. And the money transfer to Eldorado Hills?

5 A. The money transfer that I did initially
6 for the investment in Eldorado Hills.

7 Q. When did you transfer the money?

8 A. I don't remember.

9 MR. SIMONS: Asked and answered.

10 MR. LIONEL: Did he say before he didn't
11 remember?

12 MR. SIMONS: No, he said in 2007.

13 THE WITNESS: Yeah, '7. Around there but
14 I cannot tell you the date. Could be '6, could be
15 '8. I don't know.

16 BY MR. LIONEL:

17 Q. Do you know Teld?

18 A. I heard the name.

19 Q. That's the extent of it?

20 A. Yes.

21 Q. No dealings with Teld that you know of?

22 A. Except what --

23 Q. You mean there may be some papers, are you
24 saying?

25 A. The papers that are around here. Other

1 than that, not that I know of.
 2 Q. You're talking about Exhibit 3?
 3 A. Maybe. Maybe other exhibits, too.
 4 Q. Do you know the Flangas Trust?
 5 A. The same.
 6 Q. When you say "the same," you really had no
 7 dealings with it?
 8 A. Personally, I had no dealings with it
 9 beyond the fact that they, to my understanding,
 10 purchased some rights in Eldorado Hills to which I am
 11 a potential claimant to.
 12 Q. What are you a claimant of?
 13 A. To 1.5 million worth of ownership in
 14 Eldorado Hills.
 15 Q. What's that got to do with Teld?
 16 A. Well, Teld, to my understanding, is a
 17 company that bought, at a later stage, some of the
 18 rights to Eldorado Hills.
 19 Q. That's the extent of what you know about
 20 Teld?
 21 A. Yes.
 22 Q. Do you know Mr. Eliades, Pete Eliades?
 23 A. Personally not.
 24 MR. LIONEL: Do you know how to spell
 25 that?

1 THE COURT REPORTER: Yes.
 2 BY MR. LIONEL:
 3 Q. Do you know anything about Imitations,
 4 LLC?
 5 A. No.
 6 Q. Did you ever hear that name before?
 7 A. Not that I recall.
 8 Q. Do you know the woman sitting at my right
 9 hand, Melissa Olivas?
 10 A. By the looks of her, I might want to.
 11 Q. I agree with that. But answer the
 12 question.
 13 A. Other than that, no.
 14 Q. Do you know Mr. Brandon McDonald?
 15 A. No.
 16 Q. Did you ever hear that name before?
 17 A. I don't recall hearing the name.
 18 Q. How about Summer Rellmas, R-E-L-L-M-A-S?
 19 A. I don't know.
 20 Q. You don't know that name?
 21 A. I don't recall hearing the name. I may
 22 have but I don't recall.
 23 Q. Do you know what an interrogatory is in a
 24 lawsuit?
 25 A. Not precisely, no.

1 Q. How about imprecisely?
 2 A. Questioning.
 3 Q. It's questioning. Did you ever answer
 4 interrogatories?
 5 A. You mean other than in this case?
 6 Q. In this case.
 7 A. In this case?
 8 Q. Yes.
 9 A. Yes. As far as I recall, there were
 10 questions that were sent to me and I had to answer.
 11 Q. Did you ever answer interrogatories in
 12 another case?
 13 A. No. I mean, not that I recall. There
 14 were proceedings, initial proceedings at some point
 15 that were rejected by court, and then we appealed.
 16 So maybe there was something in this respect, but I
 17 don't know if there were interrogatories or not or
 18 what it was or to what extent I then gave any
 19 information. I do not recall.
 20 MR. LIONEL: Would you mark this.
 21 (Exhibit Number 5 was marked.)
 22 BY MR. LIONEL:
 23 Q. Mr. Harlap, do you now have Exhibit 4 in
 24 front of you?
 25 A. I have Exhibit 5 in front of me.

1 MR. LIONEL: Is it five?
 2 THE COURT REPORTER: Yes.
 3 BY MR. LIONEL:
 4 Q. I'm sorry. That's Nanyah Vegas, LLC's
 5 First Amended Answers to Defendants' First Set of
 6 Interrogatories; is that correct?
 7 A. Apparently.
 8 Q. Are you familiar with them?
 9 A. I think that I have gone through them,
 10 yes. As far as I recall, I have gone through them.
 11 Not in paper, on the -- on the computer.
 12 Q. On the computer.
 13 You said that you were sent
 14 interrogatories; is that correct?
 15 A. Yes.
 16 Q. On the computer?
 17 A. I think so, yeah. I think it was a hefty
 18 file. It could have been this one.
 19 Q. Did you first receive interrogatories --
 20 strike that.
 21 That has interrogatories and answers; is
 22 that correct?
 23 A. Yes, I think so.
 24 Q. Go ahead and look at it.
 25 A. Yes, they are Answers to Interrogatories.

1 Q. Did you first receive a set of
2 interrogatories?
3 A. I think so. I don't recall. Because I
4 was asked to answer questions, I answered questions
5 as far as I recall, but whether it's this one or
6 there was -- I think there was an initial set and
7 then there was another set which was much bigger.
8 Q. And did you answer the interrogatories?
9 A. As far as I recall, yes.
10 Q. You received interrogatories which are
11 questions, correct?
12 A. Correct.
13 Q. And did you answer them?
14 A. To the best of my understanding, I have.
15 Q. Tell me what you did.
16 A. I read through the questions. As far as I
17 recall, I read through the questions --
18 Q. Want to change chairs?
19 A. No, it's okay.
20 Q. I don't want you falling down in my
21 office.
22 A. No. No. It's okay.
23 As far as I recall, I read the questions,
24 and I answered them. That's as much as I recall.
25 Q. Did you answer them on the computer?

1 A. Yeah. I haven't -- I have done nothing in
2 writing. That's for sure. In handwriting, I've done
3 nothing.
4 Q. So you received the questions on the
5 computer, the interrogatories?
6 A. I think so. I'm not sure. I think so,
7 yeah. Yeah, I think so.
8 Q. Why do you say "I think so"?
9 A. Because I'm not 100 percent sure, so I
10 just think so. Because I do not recall something
11 else, but I do not recall that in particular as well.
12 Q. It came to you on the computer?
13 A. Most probably.
14 Q. Could they have come to you in print?
15 A. I don't --
16 Q. In type?
17 A. Theoretically, it could have been FedExed
18 to me. But you know how much information I'm getting
19 and paperwork in my office every day, you know, from
20 dealings that I have throughout the world? I do not
21 recall that or the other paper, whether it was on the
22 computer or whether it was in a FedEx package or
23 whatever.
24 Q. And you answered the questions?
25 A. To the best of my recollection.

1 Q. On the computer or in longhand or with a
2 typewriter?
3 A. I did not type, I mean, on the typewriter.
4 And I -- for sure I did not do anything in
5 handwriting.
6 Q. You don't know how you answered them?
7 A. I don't remember. But probably -- if I
8 answered, I probably typed on the computer, answered
9 the questions that my attorney asked or things like
10 that.
11 Q. And you answered all the questions?
12 A. As far as I recall. I do not recall my
13 lawyer telling me that he's missing an answer.
14 Q. As far as you recall you answered all the
15 interrogatories?
16 A. As I told you, as far as I recall, my
17 lawyer never told me that he's missing an answer from
18 me.
19 Q. And where did the information come from so
20 that you could answer these questions?
21 A. The ones I could answer from my memory, I
22 answered from my memory.
23 Q. How about those you didn't have a memory
24 of?
25 A. So I probably told my lawyer I do not have

1 a memory.
2 Q. I thought you answered all the questions?
3 A. As far as I could, I did answer all the
4 questions.
5 Q. Did you have anything to look at to help
6 you answer the questions?
7 A. If I had, it was paperwork that was
8 resubmitted to me with the questions in the email
9 from my attorney.
10 Q. Did you have the --
11 A. I don't recall having -- going to a file,
12 taking out papers and looking at them in order to
13 answer.
14 Q. You don't remember getting anything to
15 help you answer?
16 MR. SIMONS: That's not what he said.
17 That mischaracterizes his testimony. He's already
18 said he got documents from the attorney.
19 MR. LIONEL: Would you read back the
20 answer, Miss Reporter?
21 MR. SIMONS: Which one? He said it three
22 times so far.
23 MR. LIONEL: Four is lucky.
24 MR. SIMONS: Well, four will be the last
25 one.

1 BY MR. LIONEL:

2 Q. I think you answered that you didn't go to
3 any books or anything like that to help you; is that
4 correct?

5 A. I don't have a physical folder in my
6 office at home, which is where I work from most of
7 the time, that has paperwork relating to this
8 investment. I assume that if I looked at something,
9 it was in the file in the folder on my computer.

10 Q. What do you have in the file on your
11 computer?

12 A. Only what I told you. I don't remember
13 what I have on my computer. But if I looked at
14 anything, this would have been the place where I
15 would probably find it.

16 Q. How long did it take you to answer the
17 questions -- the interrogatories?

18 A. Oh, reading it was a long thing,
19 especially the second version.

20 Q. How long did it take you, approximately?

21 A. A few days.

22 Q. Did you have Mr. Carlos Huerta's
23 deposition at the time you answered them?

24 A. I think you've asked me this question, and
25 I do not know.

1 Q. No, I did not.

2 MR. SIMONS: You asked him if he had the
3 deposition. Let's do this. Lay the foundation
4 whether he knows what a deposition is.

5 BY MR. LIONEL:

6 Q. You know what a deposition is, don't you?

7 A. I think so.

8 Q. You think so.

9 It's a little booklet with questions and
10 answers.

11 A. Yes.

12 Q. Correct. And you don't remember whether
13 you saw Carlos Huerta's deposition?

14 A. This is what I told you before.

15 Q. Correct. I'm asking you whether -- that
16 means you did not have the deposition of Mr. Huerta
17 at the time you did the Answers to the
18 Interrogatories?

19 A. This is not what I said.

20 Q. Tell me what you said.

21 A. I said that I do not know nor remember
22 whether I had it or I didn't have it.

23 Q. Do you know whether you used it in
24 conjunction with preparing --

25 A. I do not remember what I used or what I

1 did not use.

2 Q. I've got to get this on the record
3 clearly.

4 A. Go ahead.

5 Q. You do not remember whether you used the
6 Huerta deposition to prepare your Answers to the
7 Interrogatories?

8 A. I do not recall using or not using any
9 such paper because I do not know if I had ever seen
10 such paper or not. I don't remember. And if I said
11 at any point that I did in writing, it means that I
12 did.

13 Q. Would you open your Exhibit 5 to page 4.
14 I'm going to take you down to line -- I'm going to
15 start reading from line 19 into the record.

16 "Additionally, facts supporting Nanyah's rights and
17 claims are set forth in the transcript of the
18 deposition of the person most knowledgeable of Nanyah
19 Vegas, LLC, pursuant to N.R.C.P. 30(b)(6) taken on
20 April 3rd, 2014, Nanyah deposition, at page and
21 line 25:6-27:4, the documentation relating to
22 Nanyah's \$1,500,000 investment in Eldorado, including
23 bank statements from Nevada State Bank and agreements
24 executed in 2007 and 2008, including the purchase
25 agreement, 28:4-13, Nanyah transferred \$1,500,000 to

1 Eldorado, most likely by wire, 29:9-31:19. Carlos
2 Huerta coordinated and expected transfer of 1,500,000
3 from Yoav Harlap on behalf of Nanyah to Eldorado's
4 bank account with Nevada State Bank."

5 Did you write that answer?

6 A. Most probably.

7 Q. I beg your pardon?

8 A. Most probably.

9 Q. Most probably. You don't know whether you
10 did or didn't?

11 A. I do not remember.

12 Q. And you wrote it where, on the computer?

13 A. If, then yes.

14 Q. Hmm?

15 A. If I wrote -- if, then yes.

16 Q. Now, if you look at page 5, you will see
17 that everything there is shown as coming from Carlos'
18 deposition. Do you see that on page 5?

19 A. If I read page 5, I can tell.

20 Q. Sure. Sure.

21 A. What is the question?

22 Q. The question is: Did you write everything
23 that appears on page 5?

24 A. I do not remember.

25 Q. Do you remember --

1 A. I don't think -- I don't think that I
2 wrote it. I think that this is the deposition of
3 Mr. Huerta.
4 Q. Mr. Harlap, the references here are to
5 Huerta's deposition.
6 A. So obviously I did not write --
7 MR. SIMONS: Hold on. What's the
8 question?
9 MR. LIONEL: I haven't got it out yet.
10 MR. SIMONS: I know.
11 BY MR. LIONEL:
12 Q. What appears here on page 5, and if you
13 look, it's also most of page 6, is information
14 purportedly coming from the deposition of Carlos
15 Huerta.
16 A. Apparently so.
17 Q. And my question to you is: Who prepared
18 that page 5 and most of page 6?
19 MR. SIMONS: Counsel, I'm going to direct
20 your attention to page 2, and you will see that these
21 interrogatory answers are prepared on behalf of
22 Nanyah by and through its undersigned counsel. Your
23 question on Interrogatory 1 is, "What are the rights
24 and claims of Nanyah, the basis for such rights and
25 claims," and et cetera.

1 So in your interrogatory, you've asked a
2 party for its legal rights and its legal claims. So
3 that information is to be provided by counsel in
4 order to be complete and accurate.
5 I get to say what I get to say.
6 In response to your interrogatory, the
7 response has been verified by the client. That means
8 they're bound by those answers.
9 MR. LIONEL: I understand he's bound by
10 them. That's why I'm asking him.
11 MR. SIMONS: Well, you also understand
12 that Nanyah entity is -- Nanyah Vegas is an entity,
13 not an individual. So, therefore, it's entitled to
14 rely upon information that its agents acquired.
15 MR. LIONEL: That's a speaking objection,
16 Counsel.
17 MR. SIMONS: I know, but you're trying to
18 confuse this gentleman.
19 MR. LIONEL: I'm not trying to confuse
20 him. My questions are straight forward. He's
21 intelligent. He answers them. Why am I confusing
22 him? The question is very straight forward. I'm
23 asking whether he wrote what appears on page 5 and
24 most of page 6 of this Exhibit 5. That's a straight
25 forward -- either he did or he didn't.

1 THE WITNESS: What is written on page 5 is
2 taken from the deposition of Carlos Huerta.
3 Obviously, I did not write the deposition of Carlos
4 Huerta.
5 In regards to the answers to the
6 interrogatory questions that you've sent to me, they
7 were primarily prepared with my counsel. I answered
8 what I could answer to him, but, of course, I am not
9 the one putting the exact wording as to answer your
10 questions. I'm not a lawyer.
11 BY MR. LIONEL:
12 Q. Somebody wrote page 5 and 6, okay?
13 A. Obviously, the assembly of all the
14 material was done by my attorney's office.
15 Q. Oh, the attorney's office wrote this?
16 A. The attorney's office compiled all the
17 information. Whether some of it came from a question
18 they asked me or not, I do not recall. Whether
19 something was a question over the phone may have been
20 because we had a couple of phone conversations as
21 well. But I do not know how to prepare something
22 like this. This is the job of my attorney.
23 Q. I'll accept that from you, but my question
24 is, then you did not write page 5 and page 6?
25 A. If you think that I physically typed all

1 these pages, no.
2 Q. Here, let's take Exhibit 5. What is your
3 work in it? What can you --
4 A. I do not recall per page what was my work.
5 My work was basically I had a couple of calls with my
6 attorney. We went over -- generally, he sent me some
7 reading material. I read through it. He asked me if
8 I had any specific remarks in that respect. As far
9 as I recall, I did not have any specific remarks. He
10 sent me a final version. I went through it. It took
11 a few days. I didn't see there anything that was --
12 that seemed to me like something that I could not
13 support. And that's it.
14 Q. Did you read this entire document?
15 A. I have. Unfortunately, I had to, yes.
16 Q. Turn to page 97. You see on the fourth
17 line it says, "Contemporaneous with the execution of
18 the purchase agreement," that paragraph. Would you
19 read it to yourself, please.
20 A. Until where? Until 9?
21 Q. To line 9, okay? You read it. I'm not
22 concerned with -- do you know where that paragraph
23 came from?
24 A. I don't remember.
25 Q. Would it surprise you when I tell you it

1 came from paragraph 38 of your complaint, word for
2 word?
3 A. It will not do anything to me, surprise or
4 not surprise.
5 Q. Did you use the complaint in preparing
6 this document?
7 A. My attorneys used the paperwork that they
8 needed to use. I read through it. I answered
9 questions as far as they were -- I answered questions
10 as far as my attorney had questions. That's it.
11 Q. Are all the answers in Exhibit 5 true?
12 A. I think that everything that I -- that I
13 have written through my attorney is true.
14 Q. I'm asking you whether everything in
15 Exhibit 5, all the answers, are true?
16 A. As far as I remember, yes, absolutely.
17 Q. And you're telling me you looked at all
18 the answers in here?
19 A. I read the whole paper, pretty much, as
20 far as I remember.
21 Q. Would it surprise you when I tell you this
22 particular paragraph now that you read is repeated 25
23 times in this document?
24 A. No. There were a lot of paragraphs that
25 were repeated. Because, if I remember correctly,

1 there was a first version and then you asked for a
2 more elaborate one and then -- and then it was
3 prepared and everything repeated itself again and
4 again.
5 Q. I'm only concerned about the second
6 version, which is the Exhibit 5.
7 A. Okay.
8 Q. I'm telling you this paragraph is repeated
9 no less than 25 times in this document.
10 MR. SIMONS: There's no question. He's
11 making a statement. So what? What's the question?
12 Don't answer. There's no question pending.
13 BY MR. LIONEL:
14 Q. Were you aware that as many as 25 times
15 that paragraph --
16 A. I didn't count.
17 Q. And you would have answered that 25 times?
18 A. Pardon?
19 Q. And you answered that -- strike that.
20 MR. SIMONS: There's no question there.
21 BY MR. LIONEL:
22 Q. And I will repeat again, as far as you
23 know, everything -- all the answers in here are true?
24 A. Correct.
25 MR. SIMONS: That's what the verification

1 says.
2 MR. LIONEL: Except for those that said
3 upon information and belief, and as to those, he
4 believed them to be true.
5 MR. SIMONS: That's fair.
6 BY MR. LIONEL:
7 Q. Would you like to take a break,
8 Mr. Harlap? I'm prepared to go forward.
9 A. We can go forward.
10 Q. Good. Nanyah Vegas was formed in 2007.
11 Fair statement?
12 A. More or less. It was formed for the
13 purpose of this investment.
14 Q. What was your role in its formation?
15 A. Probably signing a couple of papers.
16 Q. Are you the manager?
17 A. Yes.
18 Q. Are you the only one who's ever been a
19 manager of Nanyah Vegas?
20 A. Yes.
21 Q. What are the duties of the manager?
22 MR. SIMONS: Objection to the extent
23 you're asking for a legal conclusion.
24 MR. LIONEL: No, it's not.
25 ///

1 BY MR. LIONEL:
2 Q. What's your understanding of the duties of
3 a manager?
4 MR. SIMONS: That's a better question.
5 THE WITNESS: Like in any other company.
6 BY MR. LIONEL:
7 Q. Were there any particular duties?
8 A. I have to work in the best interest of the
9 company.
10 Q. Did Nanyah Vegas ever have any employees?
11 A. No.
12 Q. Did you have any office?
13 A. There is a registered office, perhaps, but
14 not a physical office, no.
15 Q. Ever have a bank account?
16 A. No.
17 Q. In Israel or in the United States?
18 A. Not that I recall, no.
19 Q. Did it file any tax returns?
20 A. Yes.
21 Q. This company?
22 A. As far as I remember, yes, through this --
23 the Vegas accountant.
24 Q. Filed tax returns for --
25 A. I don't know if it's called tax returns,

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

9 Q. You know what a KI is?

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

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

15 A. I don't know.

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

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

23 Q. Do you sign the KIs?

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

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

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

8 Q. What is your business?

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

11 Q. Is the name of the company Colmobil?

12 A. Yes.

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

15 A. Pretty much since I was born.

16 Q. It's a family business?

17 A. Correct.

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

20 A. I have other investments, yes.

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

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

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

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

5 A. Of which investment?

6 Q. This investment in Nanyah.

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

9 THE WITNESS: In Nanyah?

10 BY MR. LIONEL:

11 Q. Yes.

12 A. Or in Eldorado Hills?

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

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

17 Q. What paperwork was submitted to court?

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

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

22 A. What?

23 Q. What records you have of the investment.

24 A. I don't know.

25 Q. You don't know?

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

5 Q. The money was transferred to who?

6 A. To Eldorado Hills.

7 Q. Eldorado.

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

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

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

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

16 Q. You don't think so?

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

18 Q. Is it possible you have some records?

19 A. Everything is possible.

20 Q. Hmm?

21 A. Everything is possible theoretically.

22 Q. I accept that.

23 How often do you travel to Las Vegas?

24 A. It's very seldom.

25 Q. Did you travel here when your daughter was

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 You're familiar with that paragraph?

6 A. I read it here in my complaint.

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

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

11 Q. I understand that. I accept that.

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

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

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

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

21 A. I do not know.

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

24 BY MR. LIONEL:

25 Q. Is that what Carlos told you?

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

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

10 A. Yes.

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

14 A. That's what it says.

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

17 A. No.

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

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

24 Q. From whom?

25 A. At the time, apparently.

1 Q. From whom?

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

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

6 A. No.

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

10 A. I heard about it.

11 Q. From whom?

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

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

16 A. I don't recall.

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

23 THE WITNESS: Okay.

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

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

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

11 MR. SIMONS: Okay.

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

14 BY MR. LIONEL:

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

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

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

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

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

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

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

5 BY MR. LIONEL:

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

8 A. I do not know.

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

10 A. I read it.

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

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

18 Q. From Carlos?

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

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

25 A. No.

1 Q. Did you ever know?

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

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

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

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

10 A. Or '6 or whatever it was.

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

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

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

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

22 Q. You cannot say whether --

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

25 Q. Do you remember him ever talking about

1 advances?

2 A. Not specifically.

3 Q. How about generally?

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

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

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

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

13 A. No need to.

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

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

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

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

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

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

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

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

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

12 A. I don't have.

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

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

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

17 A. Maybe, but it is my answer.

18 Q. Fine. Well, I'm going to break it down.

19 "And reliance on Rogich Trust's approval, consent and
20 the knowledge, Go Global consented and obtained the
21 following investments."

22 A. "Go Global solicited and obtained."

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

25 But you can't tell me that you are

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 A. No.

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

10 Do you remember what your claim was?

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

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

22 A. Rely?

23 Q. Yes.

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

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

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

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

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

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

25 Q. Did Nanyah Vegas ever confer a benefit on

1 Eldorado?

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

4 THE WITNESS: What do you mean?

5 BY MR. LIONEL:

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

8 A. I don't have an understanding.

9 Q. -- of that?

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

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

16 A. I invested money in Eldorado Hills.

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

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

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

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

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

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

5 A. I remember nothing --

6 Q. -- with your investment?

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

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

16 A. You relate to Exhibit 2?

17 Q. Yes. Fair statement, my statement?

18 A. Yes.

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

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

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

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

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

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

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

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

19 A. Million five or more.

20 Q. Hmm?

21 A. Million five or more.

22 Q. You mean with the interest?

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

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

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

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

13 Q. What was your understanding?

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

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

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

23 Q. You didn't know any amount?

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

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

5 Q. What did Carlos tell you?

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

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

12 A. Yes. More or less.

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

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

18 Q. He secured your interest?

19 A. Yes.

20 Q. That million and a half?

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

24 Q. You didn't ask him?

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

1 recall the exact wording of the conversation.

2 Q. Okay. Let's eat our lunch.
 3 (Whereupon, a recess was had.)

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

6 BY MR. LIONEL:

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

8 A. I do.

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

13 A. I wired money.

14 Q. I beg your pardon?

15 A. I wired money.

16 Q. You wired money?

17 A. (Witness nodded head.) Yes.

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

19 A. I wired money.

20 Q. To whom?

21 A. To Eldorado.

22 Q. How much?

23 A. \$1.5 million.

24 Q. Do you have any documentation of that?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 contracts."

2 Do you agree with that paragraph?

3 MR. SIMONS: Objection to the extent it's

4 asking for a legal conclusion.

5 BY MR. LIONEL:

6 Q. Your understanding?

7 A. My understanding in legal conclusions is

8 very limited, Mr. Lionel, so I do not attempt to give

9 a legal opinion on legal matters.

10 Q. I don't want a legal opinion. What kind

11 of a duty did Teld have to you with respect to the

12 agreements?

13 MR. SIMONS: Objection to the extent

14 you're asking for a legal conclusion and to interpret

15 Nevada law.

16 BY MR. LIONEL:

17 Q. Are you aware of any duty that Teld had to

18 you?

19 MR. SIMONS: Same objection.

20 BY MR. LIONEL:

21 Q. I want an answer.

22 A. The answer is that, according to my

23 lawyer, they have failed in this respect, and so I

24 do.

25 Q. Failed in what respect?

1 A. In a legal -- in a legal respect.

2 Q. Of what?

3 A. Of doing what they needed to do according

4 to the set of agreements that I was either a party --

5 direct party of or that I had interest in.

6 Q. How about Peter Eliades?

7 A. Same.

8 Q. Same. How about Sigmund Rogich?

9 A. Same.

10 Q. How about the Rogich Trust?

11 A. Same.

12 Q. Thank you.

13 Paragraph 103, "These defendants shared a

14 special fiduciary and/or confidential relationship

15 with Nanyah."

16 Did Nanyah have any kind of relationship,

17 personal or otherwise, with these defendants?

18 MR. SIMONS: Objection to the extent

19 you're asking for a legal conclusion.

20 THE WITNESS: You're asking me a legal

21 question which I cannot answer.

22 BY MR. LIONEL:

23 Q. No, I'm not. I've broadened it.

24 A. The personal part, as I told you, I don't

25 know them personally. I did not know them

1 personally.

2 Q. And you had nothing to do with them except

3 what's happening in this matter?

4 A. Except I invested in Eldorado Hills.

5 Q. But you had nothing to do with these

6 defendants except for what is involved in this

7 matter?

8 A. They had apparently to do with me from

9 what I understand from these papers.

10 Q. Like what?

11 A. Like fiduciary responsibility. They were

12 supposed to be faithful to me. They were supposed to

13 register my rights, et cetera, et cetera.

14 Q. Anything else?

15 A. I don't know. The other things -- there

16 is probably a whole list of things that are stated

17 here, which they either did or did not do as per what

18 they needed to or were supposed to or expected to.

19 MR. LIONEL: Read that answer back,

20 please.

21 (Whereupon, the following answer was read

22 back by the court reporter:

23 Answer: "I don't know. The other

24 things -- there is probably a whole list

25 of things that are stated here, which

1 they either did or did not do as per what

2 they needed to or were supposed to or

3 expected to.")

4 BY MR. LIONEL:

5 Q. You do know what a fiduciary relationship

6 is, don't you?

7 A. Not in legal terms. I know what it means

8 when I translate it into Hebrew, and from my

9 understanding of the Hebrew language, I can

10 understand what it means, but I do not understand the

11 legal standing of fiduciary responsibility.

12 Q. Didn't you just answer that they had a

13 fiduciary duty?

14 A. From what I'm reading here, according to

15 the analysis of my legal counsel, they failed their

16 fiduciary duty towards me.

17 Q. But you didn't say yourself, without the

18 legal counsel --

19 A. No, I don't have the capacity to

20 understand the legal standing in order to do so.

21 Q. And you don't understand good faith and

22 fair dealing concept?

23 A. I understand it only in the context of

24 translating it into Hebrew and relating to it in

25 general human relation terms, not in legal terms.

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

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

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

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

1 special confidence in Mr. Rogich.

2 A. You would have to ask my lawyer.

3 Q. How about with respect to Teid?

4 A. You would have to ask my lawyer.

5 Q. How about Peter Eliades.

6 A. You would have to ask my lawyer.

7 Q. How about the Rogich Trust?

8 A. You would have to ask my attorney.

9 Q. That's the only answer you can give?

10 A. Apparently.

11 Q. 105, "The defendants breached the implied
12 covenant of good faith and fair dealing contained in
13 the agreements by engaging in misconduct that was
14 unfaithful for the purpose of the contractual
15 relationship and special relationship that existed
16 by, among other things," and it lists five or six
17 things.

18 Tell me about the misconduct.

19 A. My answer would be exactly the same as to
20 the previous article.

21 Q. Can you tell me specifically what the
22 misconduct was?

23 A. No.

24 Q. You cannot?

25 A. I cannot.

1 Q. Why not?

2 A. Because it's a legal matter. Misconduct
3 is a legal matter. It has a legal meaning in this
4 context, and I cannot relate to it because it is not
5 my proficiency.

6 Q. You know it's a legal matter in the
7 context of that paragraph?

8 A. I assume it is a legal matter.

9 Q. And for that reason, you won't respond to
10 my question?

11 A. And for that reason, I do not have the
12 capacity to respond.

13 Q. You do not have the capacity to say what
14 the misconduct was?

15 A. Correct.

16 MR. SIMONS: To the extent you're asking
17 for a legal conclusion, is what he's saying.

18 BY MR. LIONEL:

19 Q. 106 -- how about 107, damages?

20 A. I've answered that before.

21 Q. No. It's a different claim.

22 A. My answer --

23 Q. Same damages for everything?

24 A. Same answer.

25 Q. Same answer that you gave before?

1 A. Same answer as I gave before.

2 Q. Applies to all damages?

3 A. The damages are defined, to the best of my
4 understanding, by my legal counsel, who can assess
5 that.

6 Q. But the purpose of the deposition was not
7 to inquire of your legal counsel, it was to get your
8 information, what you knew.

9 A. Well, to the best of what I know, I told
10 you. What I don't know I will not tell you whether
11 you like it or not.

12 Q. Let's take 115, which -- and I'm going to
13 read it. "When the defendants' acts were performed,
14 they acted with oppression, fraud and malice and/or
15 with the willful, intentional and reckless disregard
16 of Nanyah's rights and interest and, therefore,
17 Nanyah is entitled to punitive damages in excess of
18 \$10,000."

19 What acts are you talking about?

20 A. Legal acts.

21 Q. Hmm?

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

24 BY MR. LIONEL:

25 Q. I'm asking you what the acts were.

1 MR. SIMONS: Right. You're asking what
2 acts satisfied the legal requirements of the --

3 MR. LIONEL: No, I'm not.

4 BY MR. LIONEL:

5 Q. I'm asking you -- it says here, "When the
6 defendants' acts were performed." I'm asking you
7 what did they do?

8 MR. SIMONS: He already told you that.

9 MR. LIONEL: No, he didn't.

10 MR. SIMONS: Yeah, he told you. He's been
11 telling you that today. So to the extent you want to
12 try to --

13 MR. LIONEL: I'm on 115, Counsel. I'm on
14 115.

15 MR. SIMONS: What does that mean?

16 MR. LIONEL: The first time I've asked him
17 about a punitive damage claim.

18 MR. SIMONS: No, but you've asked him the
19 facts, and now you're trying to say I want new facts
20 that I haven't heard today in relation to the
21 punitive damages. So that's my objection.

22 MR. LIONEL: That's your objection. You
23 made it.

24 BY MR. LIONEL:

25 Q. What were the acts?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 Q. Who are you talking about now?

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

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

15 MR. SIMONS: Objection.

16 BY MR. LIONEL:

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

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

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

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

1 MR. LIONEL: That's imagination.

2 MR. SIMONS: Really?

3 MR. LIONEL: Surely.

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

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

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

10 BY MR. LIONEL:

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

12 A. You can try many times more.

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

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

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

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

23 MR. SIMONS: Asked and answered.

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

1 BY MR. LIONEL:

2 Q. Once more for me.

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

4 BY MR. LIONEL:

5 Q. Please.

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

10 BY MR. LIONEL:

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

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

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

21 BY MR. LIONEL:

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

24 A. That's my answer.

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

1 aware of Nanyah's ownership interest."

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

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

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

9 BY MR. LIONEL:

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

11 A. No. This is my answer.

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

14 MR. LIONEL: I'm not harassing.

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

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

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

23 MR. LIONEL: Consistently difficult.

24 MR. SIMONS: The client's difficult?
25 Absolutely not. He's telling you.

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

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

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

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

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

5 Q. Is that your answer?

6 A. This is the nonlegal answer.

7 Q. But what has that got to do with what

8 Mr. Eliades did?

9 MR. SIMONS: That's asked and answered.

10 If you don't follow it, that's not the client's
11 fault.

12 BY MR. LIONEL:

13 Q. Is that the best you can give me?

14 A. Yes.

15 Q. Are you sure it's the best?

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

17 BY MR. LIONEL:

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

20 Eldorado owned land. Was that land sold?

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

25 Q. That the --

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

7 Q. Transferred to who?

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

10 Q. Has there ever been any distributions by
11 Eldorado?

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

14 Q. Let's go to the 7th claim. Tell me in
15 your nonlegal way why the transfer of the property in
16 2012 was fraudulent.

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

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

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

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

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

8 A. More than zero.

9 Q. Hmm?

10 A. More than zero.

11 Q. How much more?

12 A. I do not know, and I don't think that it
13 is relevant at this point in time. What is relevant
14 is my shared interest and my potential claim for
15 \$1.5 million in 2006, '7, whatever, or '8 terms.

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

20 A. Yeah. One of the other --

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

23 THE WITNESS: He didn't ask a question.

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

1 ahead.

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

4 BY MR. LIONEL:

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

7 (Whereupon, the record was read back
8 by the court reporter.)
9

10 BY MR. LIONEL:

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

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

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

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

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

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

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

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

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

1 A. No. There was this person who initiated
 2 the meeting last year. Not initiated, he was the
 3 gopher and he's the guy that's the janitorial
 4 equipment guy who Sig Rogich is a partner with or the
 5 Rogich Trust or whoever it is.
 6 Anyway, he approached me on behalf of Sig
 7 Rogich, and according to him, because Sig asked him
 8 to.
 9 Q. That's what he said?
 10 A. That's what he said, and that's what he
 11 also said, to the best of my recollection, when he
 12 made -- remade this presentation here at the office
 13 with Sig.
 14 Q. What was the purpose of the presentation?
 15 A. To try and come to some terms,
 16 understanding, and hopefully solve the dispute
 17 between us.
 18 Q. And settle them?
 19 A. And solve the dispute, whether by
 20 settlement or by me giving up or by whatever way they
 21 thought that they would.
 22 Q. For the record, I move to strike that
 23 testimony.
 24 Now, you have -- let's go to the 8th
 25 claim. Paragraph 132, "There exists a current

1 justiciable controversy between Nanyah and the named
 2 defendant regarding Nanyah's rights and obligations
 3 with respect to its investment in Eldorado."
 4 What was the controversy?
 5 A. First, I don't know what is a declaratory
 6 relief.
 7 Q. Isn't there a comparable provision under
 8 Israeli law? You don't know what it is?
 9 A. I don't know what it is or maybe I do, but
 10 not in its legal terms. I don't know what it means.
 11 Q. In Israel, doesn't a person have a right
 12 to go into court for determination of his rights
 13 against somebody else?
 14 A. Yes.
 15 Q. And that's called what?
 16 A. Basic individual rights because we don't
 17 have a constitution. So it's based on the individual
 18 rights of anybody to defend himself and to claim from
 19 the other at court.
 20 Q. That's because they had a controversy with
 21 one another, and this was to find out what the
 22 true -- what they were entitled to or something of
 23 that nature?
 24 A. Yeah.
 25 Q. Well, let's call this -- this says you had

1 -- "There is a current justiciable controversy
 2 between Nanyah and the named defendants."
 3 And I'm not asking for a legal term. What
 4 was the controversy between Nanyah and any of the
 5 defendants?
 6 A. The controversy is, to my understanding,
 7 the fact that I was deprived of my rights and my
 8 potential claims in Eldorado Hills or the property
 9 underlying there, without even giving me the
 10 opportunity ever to step in, to purchase, to take. I
 11 was known to be informed that any of this was
 12 happening or going to happen or happened.
 13 Q. When did this controversy arise?
 14 A. When I realized, unfortunately, at a
 15 rather late stage that all this has happened. When I
 16 learned, primarily through Carlos and Jacob and/or
 17 Jacob, that the historical first act, which is
 18 described in Exhibit 2, took a step further, I think
 19 it is in 2012, when it suddenly and astonishingly
 20 came to the knowledge of Jacob and/or Carlos that I
 21 am deprived of my rights, which they have -- or
 22 Carlos has tried his best to assert.
 23 Q. But since 2008, it never occurred to you?
 24 A. To be honest, no. I was not aware of the
 25 proceedings or what was going on, and I was dealing

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

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

9 Q. And you relied on them?

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

14 Q. Was there a dishonorable person?

15 A. I am afraid so.

16 Q. Who are you talking about?

17 A. Sig Rogich at least.

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

20 A. I don't remember.

21 Q. Hum?

22 A. I don't remember.

23 Q. You have a copy of it?

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

1 submission to court, then yes.

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

4 A. Yeah. Before --

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

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

7 Q. You're not sure?

8 A. I'm not sure.

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

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

13 Q. You don't recall?

14 A. No.

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

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

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

22 A. Something like that.

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

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

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

8 Q. Did Carlos deal with your accountant?

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

12 Q. I mean your accountant in Israel?

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

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

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

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

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

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

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

5 A. Again?

6 Q. Yes.

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

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

15 BY MR. LIONEL:

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

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

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

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

24 BY MR. LIONEL:

25 Q. I want an answer.

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

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

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

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

1 CERTIFICATE OF REPORTER

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

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

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

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

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

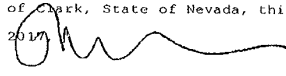
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6 MONICE K. CAMPBELL, CCR NO. 312
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EXHIBIT 4

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation)
NANYAH VEGAS, LLC, a Nevada limited liability company;)
Plaintiffs,)
vs.) Case No. A-13-686303-C
SIG ROGICH aka SIGMUND) Dept. No. XXVII
ROGICH as Trustee of The Rogich Family Irrevocable Trust; ELDORADO HILLS, LLC, a Nevada limited liability company; DOES I-X, and or ROE CORPORATIONS I-X, inclusive,)
Defendants.)

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

CARLOS A. HUERTA

Taken on Thursday, April 3, 2014

At 9:19 a.m.

At 300 South Fourth Street, 17th Floor

Las Vegas, Nevada

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

Job No. 9249

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

ELDORADO HILLS, LLC, a Nevada limited liability company,)
Defendant/Counterclaimants,)
vs.)
CARLOS A. HUERTA, an individual, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST, a Trust established in Nevada as assignee of interests of GO GLOBAL, INC., a Nevada corporation,)
Plaintiffs/Counterdefendants.)

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

APPEARANCES:

For Plaintiffs/Counterdefendants:

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

For Defendants/Counterclaimants:

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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EXHIBIT

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

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JA_006258

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

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

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

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

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q Did it invest in Las Vegas real estate?

2 A Yes.

3 Q Was there more than one investment?

4 A No.

5 Q What was the real estate that was invested in?

6 A The property that's owned by Eldorado Hills,

7 LLC, 160 acres on the way to Boulder City.

8 Q Nanyah Vegas, does it have a license to do

9 business in Las Vegas?

10 A I don't know. Actually, I do know. I believe

11 that it does not.

12 Q And it has not had one? Is that a fair

13 statement?

14 A Well, it was incorporated in Nevada. So I

15 think at one point, it did. So I'm not sure if it's

16 been kept up.

17 Q Do you know if the company files tax returns?

18 A I believe that it does.

19 Q Have you ever seen any of the tax returns?

20 A I don't remember.

21 Q Beg your pardon?

22 A I don't remember.

23 Q You may have?

24 A I may have.

25 Q Where is the office of Nanyah?

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 A The official office is at the 8880 West Sunset

2 Road, third floor, I believe, in Las Vegas.

3 Q Is that the Bradford address?

4 A Correct.

5 Q Have they ever used your office for any

6 purpose?

7 A Sure.

8 Q What purpose?

9 A To -- for this Eldorado Hills project.

10 Q Does it have any files in your office with

11 respect to that project or anything else?

12 A We have -- probably have a file, yes, on

13 Nanyah Vegas.

14 Q That's your office at 1060 Post Road?

15 A 3060 Post Road.

16 Q 3060 Post Road?

17 A Suite 110, yes.

18 Q Does it have any employees?

19 A No.

20 Q Did it ever have any, that you know of?

21 A No.

22 Q Who is the manager of Nanyah?

23 A Yoav Harlap.

24 Q Do you have any role in management?

25 A I'm the only contact person for Nanyah in

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 town. So whenever any kind of discussion comes about,

2 I'm the person that is called upon.

3 Q Are you also the registered agent?

4 A I don't remember if I am or not.

5 Q If I tell you that the Secretary of State's

6 office says that, would you say it may be so?

7 A Yes.

8 Q All right. And this situation, you tell me

9 about being the only representative here in Nevada for

10 the company, that situation has persisted since the

11 company came into being; is that correct?

12 A Yes.

13 Q When did it come into being?

14 A I believe late 2007.

15 Q How do you place it?

16 A In terms of --

17 Q At that time?

18 A Oh. I remember meeting with Mr. Harlap and

19 discussing this project in '07, and him investing in

20 that year.

21 Q At that point in time, did you have some kind

22 of a role with Eldorado Hills?

23 A Yes.

24 Q What were you at that time?

25 A I was a manager and a member.

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q During what years were you a manager and a

2 member?

3 A Of Eldorado, I believe '05, '06, '07, '08.

4 Q That's through October 31 of '08? Fair

5 statement?

6 A Correct.

7 Q Who were the investors in Nanyah?

8 A Just Yoav Harlap.

9 Q Did Jacob Feingold have a role in there?

10 A I don't believe so.

11 Q Did D & D Properties have a role?

12 A I don't believe so.

13 Q You're familiar with D & D Properties?

14 A I am.

15 Q Do you have any interest in Nanyah?

16 A No.

17 Q Did you ever?

18 A No.

19 Q Did Go Global ever have an interest?

20 A No.

21 Q How about Alexander Christopher Trust, did it

22 ever have an interest?

23 A It did not.

24 Q And does not now?

25 A Correct.

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JA_006260

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q Is there an Operating Agreement for Nanyah?

2 A I don't think so.

3 Q Did it have a bank account in the United

4 States?

5 A I don't think so.

6 Q At any time?

7 A I don't think so.

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

9 What is Canamex Nevada?

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

11 and myself.

12 Q When?

13 A I believe it was 2007 or 2008.

14 Q For what purpose?

15 A To join with our neighboring property owner to

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

17 controlled mostly by a gentleman by the name of Mike

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

19 Q Thank you.

20 A And we were going to put the Eldorado Hills

21 property together with the 150 acres that Giroux

22 controlled, mostly controlled. There was two other

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

24 all the property together, and work together in terms

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 expected to come down the pike would be the improvement

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

3 interchange right along those properties.

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

5 namely, putting these two properties together and

6 exploiting them?

7 A Yes.

8 Q What did you do?

9 A Well, I had multiple meetings with the Giroux

10 group, and actually one other adjacent owner there as

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

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

13 we all went in together and coordinated the different

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

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

16 were going to proceed.

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

18 with proceeding with that plan?

19 A Formed Canamex Nevada, LLC; hired engineers to

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

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

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

23 the money for it.

24 Q What did you do in connection with trying to

25 raise the money?

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 A Speak to investors like Harlap, and others.

2 Q Did you raise any money for it?

3 A Uh-huh. Yes.

4 Q Who from?

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

6 time.

7 Q How much did Go Global invest?

8 A I don't remember.

9 Q Do you have any idea?

10 A I don't remember.

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

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

13 Q Did Go Global have an interest in Canamex

14 Nevada?

15 A Yes.

16 Q What kind of an interest did it have?

17 A I don't remember the percentage. Starting

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

19 probably would have been the other 50 percent, Sig

20 Rogich.

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

22 an attempt to have sellers joined interest?

23 A The intention would have been to sell the

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

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 other words, one purchaser that would buy all 310

2 acres.

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

4 respect to exploiting the property?

5 A Yes.

6 Q Did Canamex Nevada file tax returns?

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

8 to that point.

9 Q Who invested money besides you --

10 A I don't think anyone.

11 Q -- besides Go Global?

12 A I don't think anybody else did.

13 Q Aside from this lawsuit and the claim in the

14 lawsuit, did Nanyah have any relationship with Eldorado

15 Hills, LLC?

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

17 of that question.

18 THE WITNESS: I guess, what type of

19 relationship?

20 BY MR. LIONEL:

21 Q Any kind?

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

23 piece of the company that owned it.

24 Q Are you talking about the claim in this

25 lawsuit?

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JA_006261

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

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JA_006262

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 A Yes, sir.

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

3 A I went to him.

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

5 originally it was the half million a loan?

6 A Exactly.

7 Q Were there loan documents?

8 A I don't remember.

9 Q Do you remember signing any documents?

10 A Kind of, yes.

11 Q What does "kind of" mean?

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

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

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

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

16 would have required a document. But I probably gave

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

18 meet Sig Rogich about it.

19 Q You what?

20 A I brought Robert into the office to meet with

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

22 Q What office did you take him into?

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

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

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q Would you look at paragraph 17?

2 A Yes.

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

4 Complaint:

5 "While Ray's interest in Eldorado are believed

6 to have been preserved, despite contrary representation

7 by Sigmund Rogich, Nanyah never received an interest in

8 Eldorado while Eldorado retained the million five."

9 Why do you say his interests are believed to

10 have been preserved?

11 A He still receives KIs from Eldorado Hills,

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

13 Q And the tax returns showed his interest,

14 didn't it?

15 A I believe so.

16 Q Do you know why in the original Complaint here

17 he sues claiming he had no interest?

18 A Yes.

19 Q What's the reason?

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

21 Q I'm listening.

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

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

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

25 property that presumably pays rent. Never seen any

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

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

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

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

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

6 experience now on how other members' interests can

7 suddenly vanish based upon an arbitrary decision by the

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

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

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

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

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

13 the others have.

14 Q Did this condition or situation prevail during

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

16 2008?

17 A This situation that I just described? Is that

18 what you're asking?

19 Q Yes.

20 A No.

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

22 to Mr. Ray during those years?

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

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

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

2 potentials were with the Canamex Nevada project that we

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

4 date on a regular basis.

5 Q And you say that stopped once you left?

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

7 was somewhat involved after the purchase of my

8 interest, that has all of a sudden seemingly

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

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

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

12 to date probably to mid-'09.

13 Q These other things you talked about happened

14 after that, are you saying?

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

16 let's just say.

17 Q Getting back to paragraph 17 --

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

19 I brought Robert Ray to see Sig Rogich after my

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

21 Sig about the investment. So I would actually come

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

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

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

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

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JA_006263

Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q When was this conversation?

2 A In '09.

3 Q When in '09? Do you remember?

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

5 Q Paragraph 17 says:

6 "Nanyah never received an interest in Eldorado

7 while Eldorado retained the million five."

8 Is that correct?

9 A Yes, sir.

10 Q Is there any documentation that you know of

11 with respect to the million five that Nanyah said was

12 given to Eldorado?

13 A There is.

14 Q What is the documentation?

15 A We have Eldorado Hills' bank statements, for

16 one, showing the 1.5 million.

17 Q Wait a minute.

18 A Sorry?

19 Q Bank statement of Eldorado?

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

21 also have an agreement --

22 Q Please.

23 A Oh, okay. Sure.

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

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

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

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

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

3 Q Okay. Go ahead.

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

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

6 earlier.

7 Q Agreement of what?

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

9 I believe it's called the Purchase Agreement.

10 Q Uh-huh.

11 A So Nanyah Vegas' investment was documented in

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

13 Q Are you talking about the potential claimant

14 list?

15 A Uh-huh, yes.

16 Q Anything else?

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

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

19 Q You say some time, probably in December of

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

21 State Bank that shows a million and a half?

22 A Yes.

23 Q Did that million and a half remain there?

24 A Eldorado Hills -- it remained in Eldorado

25 Hills' account.

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1 Q Until when?

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

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

4 as well.

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

6 have gone --

7 A Yes.

8 Q -- in an interest-bearing account?

9 A That was associated to Eldorado Hills.

10 Q Huh?

11 A Yes, into an interest-bearing account with

12 Eldorado Hills.

13 Q Like a money market account?

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

15 but --

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

17 Do you know of any documentation besides the

18 bank statement you referred to and an agreement dated

19 October 31, 2008, the Purchase Agreement?

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

21 Q I'm asking you again.

22 A I said I don't remember.

23 Q You don't remember?

24 A Correct. I said the same answer before,

25 actually.

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

2 five we're talking about?

3 A Yes, sir.

4 Q Where did the million five come from?

5 A From Nanyah Vegas.

6 Q I beg your pardon?

7 A From Nanyah Vegas, Nanyah.

8 Q Was it cash?

9 A No.

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

11 A I believe it was a wire.

12 Q A wire? A wire from where?

13 A From Nanyah Vegas.

14 Q From Israel? From Las Vegas? From Clark

15 County?

16 A I don't remember.

17 Q Did you see that wire?

18 A Literally?

19 Q Literally?

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

21 Q Did you see any evidence with respect to this

22 wire you're talking about?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: Of course.

25 / / / /

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1 BY MR. LIONEL:

2 Q I beg your pardon?

3 A Of course.

4 MR. LIONEL: Would you read my question back,

5 please?

6 (Record read)

7 THE WITNESS: The answer is: Of course I did.

8 BY MR. LIONEL:

9 Q What did you see?

10 A We already referred to it, the bank statement

11 from 2007. The money went into Eldorado Hills'

12 account, which I was a signer on.

13 Q The money came by wire; is that correct?

14 A I don't remember. You asked me, how did it

15 come? I believe it was by wire. You asked me if it

16 was cash. It definitely was not cash. So he either

17 sent a check, or he sent a wire.

18 Q But if it came by wire, you don't know where

19 the wire was sent from?

20 A Correct.

21 Q Where was it sent to?

22 A The 2007 Eldorado Hills, LLC, bank account

23 that was at Nevada State Bank, in Nevada.

24 Q The wire was sent to the bank? Is that what

25 you're saying?

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1 A Yes.

2 Q So the money was wired from some place to

3 Nevada State Bank to the account of Eldorado?

4 A Correct.

5 Q Did you know about it at the time?

6 A Yes.

7 Q How did you know about it?

8 A I would speak with Yoav Harlap. And I was

9 expecting it.

10 Q You were expecting it?

11 A Correct.

12 Q Tell me what you talked to him about.

13 A Six and a half years ago, I can't tell you

14 exactly.

15 Q I appreciate that.

16 A But I would speak to him about the project;

17 what we were planning on doing; that the exchange --

18 interchange was going to be developed by NDOT; and that

19 we were raising money to market the property, partially

20 develop the property, and eventually sell the property;

21 and that's what his investment would go to. Oh -- and

22 we had a loan on the property that had to be serviced

23 as well which Go Global had been servicing for months

24 and months on its own, plus \$100,000 a month. So that

25 was part of the investment as well.

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1 So we talked about the project; what the money

2 was going to go for; and what we planned on doing with

3 the project.

4 Q Did you instruct him to send the -- wire the

5 money to Nevada State Bank to the account of Eldorado

6 Hills?

7 A Yes, sir.

8 Q Were you notified when the money came in?

9 A Yes.

10 Q And that money went in the Eldorado account?

11 A Yes.

12 MR. McDONALD: Asked and answered.

13 THE WITNESS: Yes.

14 BY MR. LIONEL:

15 Q And then what happened to the money?

16 MR. McDONALD: I believe that's been asked and

17 answered as well.

18 THE WITNESS: Eldorado Hills benefited from

19 the money, and Eldorado Hills used the money.

20 BY MR. LIONEL:

21 Q That was not my question. My question is:

22 What happened to the million five?

23 A My answer is Eldorado Hills accepted the

24 money, and used the money.

25 Q Did the money remain in that account for any

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1 period of time?

2 A I believe so.

3 Q How long?

4 A I don't remember.

5 Q More than a week?

6 A In that account, I don't remember.

7 Q Was that money withdrawn within a week?

8 A I don't remember.

9 Q Did you withdraw it?

10 A Did I withdraw it?

11 Q Yes.

12 A I don't remember.

13 Q You may have?

14 A I don't remember.

15 Q Do you deny that you did?

16 A Did I deny it?

17 Q Yes.

18 A No, I said I don't remember. That's not

19 denying. Correct? I said I don't remember. You just

20 put words in my mouth. I don't appreciate that.

21 Q I'm not trying to put words; and I don't think

22 I put words in your mouth.

23 A You just did.

24 Q I'm just trying to find out what happened to

25 the million and a half.

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

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

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

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

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

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

6 Q Please.

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

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

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

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

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

6 Q But I didn't pronounce it perfectly.

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

9 Q I beg your pardon?

10 A It's a unique name.

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

12 A Me, too. I agree.

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

16 A Fair enough.

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

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

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

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

5 BY MR. LIONEL:

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

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

9 Q Why did that money go to Go Global?

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

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

1 A Probably not.

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

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

8 Q Well, let me --

9 A Sure.

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

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

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

18 A I don't.

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

21 A I don't remember.

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

24 A It would.

25 MR. LIONEL: Counsel, we need --

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

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

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

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

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1 Q Sure.

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

3 and myself -- that Eldorado Hills would have enough

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

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

6 at one point throughout that year and a half,

7 Mr. Rogich could no longer afford to fund Eldorado

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

9 Go Global was making those payments into Eldorado Hills

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

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

12 Eldorado Hills to make the payments not only to the

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

14 professionals that we had working on the property.

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

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

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

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

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

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

21 month every month.

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

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

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

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

1 Eldorado Hills, which enabled Eldorado Hills to keep

2 that loan current and funded and paid up.

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

4 on raising money from Nanyah and others for a long

5 period of time. It was already understood before the

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

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

8 money by Eldorado Hills.

9 So Mr. Rogich was very aware that that money

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

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

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

13 knew that Go Global needed to be reimbursed.

14 Q Let me ask --

15 A So he had many conversations with me

16 throughout the process and even after the process that

17 that money was going to Go Global.

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

19 telling me that you told him about these advances?

20 A The advances that Go Global was making into

21 Eldorado Hills?

22 Q Yes.

23 A Absolutely.

24 Q But did you have a conversation with

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

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

2 A Yes.

3 Q When was this conversation?

4 A It would have been in the month that that

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

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

7 December of 2007 or January of 2008.

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

9 one that told me when it was.

10 A Okay.

11 Q Okay. Tell me about your conversation.

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

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

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

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

16 know, more or less.

17 Q I accept that.

18 A Okay, okay. Making sure.

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

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

21 accurate.

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

23 A Right.

24 Q Now, tell me a conversation you had about

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

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

2 A Correct.

3 Q Did you discuss that specific transfer, or

4 whatever form it was, with Mr. Rogich?

5 A Yes.

6 Q When?

7 A In the month that the money was transferred.

8 Q Where was this at?

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

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

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

12 way.

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

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

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

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

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

18 was to be reimbursed when the money came into Eldorado

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

20 to take back the money that it had advanced.

21 Q That's not a conversation, Carlos.

22 A No? Okay.

23 Q I want the conversation you had with him.

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

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

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

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

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

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

JA_006270

1 money being wired would be shown there?

2 A Correct.

3 Q And the money going to money market account

4 would be shown?

5 A Should be, yes.

6 Q And the 1,420,000 would be shown?

7 A Yes, yes.

8 Q Did the QuickBooks indicate what the million

9 four -- strike that.

10 Would the QuickBooks show what the 1,420,000

11 was transferred for?

12 A It would, yes.

13 Q What did it show?

14 A Oh, I don't remember. I haven't seen the

15 QuickBooks. But we kept a pretty good accounting of

16 where the monies came from, and where they went to, and

17 the reason why. So QuickBooks allows you to put in a

18 category and what it's for. So we did a pretty decent

19 job of documenting that.

20 Q And it would have showed payments for advanced

21 monies?

22 A That's right.

23 Q You would have some records that would show

24 the amount of the advancement at that time was

25 1,420,000?

1 A Yes.

2 Q You're sure that the QuickBooks didn't show

3 that the 1,420,000 was for a consulting fee?

4 A I don't know what it would show in that

5 regard.

6 Q Would that surprise you?

7 A No.

8 Q Why wouldn't it surprise you?

9 A There was something that occurred with that.

10 I can't remember exactly why it would have been a

11 consulting fee, but I believe later it was changed back

12 to just a loan payment. Oh, I do remember why it was a

13 'consulting fee. I do remember why we did that, now

14 that you bring it up.

15 Q Tell me.

16 A Yeah. So throughout the process in '07 and

17 '08, our goal was to get better financing for the

18 property. So we were working with other lenders.

19 Okay. And in order to -- and I had conversations with

20 Mr. Rogich and Melissa Olivas about it, but it was

21 never a confrontation or an accusation as you alluded

22 to.

23 So Go Global had been almost exclusively for

24 like two or three months working on refinancing of

25 that, of the property. And so in order to get the

1 refinancing on the property, Rogich and myself were

2 probably going to have to produce tax records, income,

3 financials, assets. And so we came in and started

4 putting the package together. And I told Melissa and

5 Sig, "Hey, our chances of getting a loan are going to

6 be much better if our financials look better, and it's

7 better that -- I haven't made any money over the last

8 year -- it's better that I take an income for this in

9 the meantime to at least try and get -- or, take a

10 consulting fee versus a loan payment so that we can get

11 better financials put forth to the banks, and that we

12 got a better chance of getting it refinanced."

13 It never transpired. We never got the

14 refinancing. So it didn't end up helping Eldorado

15 Hills or help us get the refinancing until that 2008

16 October situation occurred when Iliadis came in as an

17 investor.

18 Q So you wanted the record to show it was a

19 consulting fee --

20 A Correct.

21 Q -- and not an advance, right?

22 A Correct.

23 Q And you felt that that would be -- the finance

24 companies would like that better if it was a consulting

25 fee?

1 A Correct.

2 Q And you had this conversation with whom?

3 A With Melissa and Sig.

4 Q Were they both at the same time?

5 A I don't remember that.

6 Q Where was the conversation?

7 A It would have been in Sig's office at Howard

8 Hughes.

9 Q Anybody else present besides the three of you?

10 A Probably not.

11 Q When was this in relationship to when the

12 money got there, the million five?

13 A It would have been right after.

14 Q That was before you wrote the check, or other

15 transfer?

16 A Correct.

17 Q So during the period of time after the money

18 came to the Eldorado account and went into this money

19 market account, it was during that period that you had

20 this conversation, and it was agreed that you would

21 take the 1,420,000 as a consulting fee?

22 A Correct.

23 MR. LIONEL: Maybe we ought to take a break.

24 THE WITNESS: Sure.

25 (Recess)

JA_006271

1 MR. LIONEL: Back on the record, please.

2 BY MR. LIONEL:

3 Q I think before you talked about that exhibit

4 for the potential claimants?

5 A Yes, sir.

6 Q And it showed a million and a half for Nanyah?

7 A Correct.

8 Q Did it say -- it said, "through Canamex,"

9 didn't it?

10 A I don't remember.

11 Q What's the relationship between Canamex and

12 Nanyah?

13 A Nothing really, I mean, other than the fact

14 that the idea in 2007 was to refinance the property and

15 then join our property with the Giroux property -- our

16 property being the Eldorado Hills property -- with the

17 Giroux property, and form Canamex Nevada, one greater

18 entity, and master plan it together. And Nanyah

19 expected that that would occur. That was the hope.

20 But it did not occur, because we all know what happened

21 after the fact, the economy, and we weren't able to get

22 refinancing. So Canamex really never got off of its

23 feet, so to speak. And so Nanyah never really had an

24 interest in Canamex, and nobody else did either, or it

25 wasn't worth anything.

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OASIS REPORTING SERVICES, LLC

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1 Q In 2007, did Canamex have a bank account?

2 A I think so.

3 Q Where?

4 A It would have been at Nevada State Bank.

5 Q Did you have anything to do with that account?

6 A Sure. If it did have an account -- I seem to

7 remember it did -- I would have opened it.

8 Q I'll represent that exhibit, it says "through

9 Canamex" when it talks about Nanyah interest.

10 A Okay.

11 Q Do you know why it does?

12 A I'll try to explain it again, but only for the

13 same reason that I already tried to explain, is that

14 the intent of Eldorado Hills, LLC, in '07 was to become

15 a member in Canamex Nevada, and the intention was that

16 Canamex Nevada would be the greater entity that would

17 own Eldorado Hills. So at one point, it would have --

18 in 2007, when I was speaking about bringing in the

19 additional capital, being the \$1.5 million, and more --

20 we were trying to raise money for the entity, Sig

21 Rogich was as well -- the intention would have been to

22 invest it into Eldorado Hills that would then join

23 Canamex Nevada.

24 So it probably was put in through Canamex

25 Nevada, LLC, in the exhibit in order to differentiate

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1 Nanyah to Eddyline, and differentiate Nanyah to Robert

2 Ray, and to Antonio that Nanyah came in much later than

3 Eddyline and Ray and Antonio and Go Global and Rogich.

4 Q And you say this million and a half was

5 supposed to be used in connection with putting the

6 properties together and exploiting the property?

7 A No. Again, I don't know how to better

8 describe it. Maybe English as my second language is

9 causing a problem here.

10 But the intention was that Eldorado Hills

11 would eventually become a member and put all of its

12 assets into Canamex Nevada. The Nanyah investment came

13 into Eldorado Hills, which then would have been moved

14 into the Canamex Nevada, LLC, entity that would have

15 owned the Eldorado Hills property and the Mike Giroux

16 property.

17 Q Is that when you told Harlap?

18 A That would -- yes, that would have been the

19 goal.

20 Q And that was why he was sending a million and

21 a half?

22 A No, no, that's not why. The 160-acre property

23 itself that was owned by Eldorado Hills, LLC, was

24 perceived to having value. So he was really going to

25 invest in Eldorado Hills, LLC. In order to increase

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1 the value, in my opinion, would be to accomplish what's

2 called plottage and put properties together to form a

3 larger property that you can then plan in a more

4 organized and valuable fashion.

5 Q And what you're telling me is the million and

6 a half did not get into the Canamex account?

7 A I don't believe so. I don't believe that it

8 ever made it to the Canamex Nevada account.

9 Q No, it went directly in Nevada State Bank?

10 A Eldorado Hills' checking account at Nevada

11 State Bank, I believe so. But you seem to know certain

12 things that I don't, so I'm hesitant to answer certain

13 things because you seem to know the answer before I do.

14 But I don't believe it ever went into Canamex Nevada.

15 Q Well, you were on the Canamex account, weren't

16 you?

17 A Yes, sir.

18 Q Do you have the bank statements for it?

19 A Probably in the office, Summer Rellmas would

20 have collected them, yes.

21 MR. LIONEL: Can you get those, Counsel?

22 We've asked specifically for them effectively.

23 BY MR. LIONEL:

24 Q But I'm flattered when you say I know things

25 you don't know.

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 A Well, yeah. You know some specifics, for
2 sure. But I'm not trying to flatter you. I'm just
3 stating the truth.
4 Q Why was a Nanyah investment beneficial to
5 Eldorado?
6 A Eldorado Hills, if it didn't raise more
7 money -- doesn't matter from Nanyah, or Sam Lionel, or
8 John Doe -- was at risk of losing the property in a
9 bank foreclosure because Eldorado Hills, LLC, had a
10 lender that had the property as collateral. And if the
11 loan would not be paid on a regular basis, they could
12 foreclose.
13 Q That's why the million and a half was a
14 benefit?
15 A Again, the million and a half, and then some.
16 Later more money was brought into the entity as well.
17 So any amount of money would have been a benefit in
18 order to contend with the financing.
19 Q Let's stick to the million and a half.
20 A Yes. The answer -- the million and a half --
21 but, again, any other money would have benefited
22 Eldorado Hills, LLC, which we were trying to raise.
23 Q Let's stick to the million and a half. Was
24 the million and a half a benefit to Eldorado?
25 A Yes. Sure.

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 Q For the reason that you gave?
2 A Correct. Yes, sir.
3 Q Are there any documents or anything that would
4 show that this was a benefit and that Eldorado accepted
5 it for that purpose?
6 A The bank statement.
7 Q Just the bank statement? That's it?
8 A That I can remember at this point in time,
9 yes.
10 Q And the bank statement showed that they
11 accepted it? Is that your point?
12 A Yes, sir.
13 Q It doesn't show what they were going to do
14 with it, or anything like that?
15 A The bank statement wouldn't show that, no.
16 Q Tell me what efforts were made by Nanyah to
17 obtain an interest in Eldorado Hills.
18 A Well, the investment of the \$1.5 million would
19 be one. And then at that point, I believe and feel as
20 if I had a close enough, good enough relationship, and
21 still do, with the principal of Nanyah, that he
22 basically left it up to me to be a steward of that
23 capital and of the asset, had explained to him what the
24 asset was. And he invests all over the world. He
25 invests in the United States. And that was his first

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 venture in Nevada. And he said, "Carlos, you're just
2 going to manage that for me." So he left it up to me.
3 Q What did you as steward do to get that
4 interest?
5 A I was the manager of Eldorado Hills. I felt
6 like I equally controlled Eldorado Hills along with Sig
7 Rogich. So I just tried to do the best that I could
8 with the project at hand, marketing it, developing it,
9 refinancing it, and capitalizing it.
10 Q But this is a lawsuit to get that interest,
11 right, for Nanyah?
12 MR. McDONALD: Object to the extent it calls
13 for a legal conclusion.
14 BY MR. LIONEL:
15 Q Is that correct?
16 A I think that's part of the lawsuit, in my
17 opinion, yes.
18 Q He's been trying to get it since he put the
19 money in, right?
20 MR. McDONALD: Same objection.
21 THE WITNESS: Listen, I would not -- I see --
22 I understand your question, and why you would ask it.
23 I don't think it was a concern, though, in 2007, and
24 even in 2008, about him obtaining an interest. I mean,
25 the money was sent. It was a confidence thing. The

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Carlos A. Huerta Carlos A. Huerta, et al. v. Sig Rogich, et al.

1 money benefited the company. The company benefited
2 from his money. And it was just trusted that the right
3 thing would be done with his capital.
4 I mean, the fact of the matter is \$1,500,000
5 was invested. Eldorado Hills did use that capital.
6 Okay. I advanced -- Go Global advanced it to Eldorado
7 Hills, and Eldorado Hills owed that money to Go Global.
8 So there wasn't really an effort or, like you're
9 describing it, to go try to get the interest. We
10 accepted that the interest was given at the time.
11 BY MR. LIONEL:
12 Q Have I got the right lawsuit?
13 A There was a million and a half invested in
14 Eldorado Hills, LLC, so I think you do have the right
15 lawsuit, yes.
16 Q Thank you.
17 A Yes. You're welcome.
18 Q Now, were you involved with the tax returns of
19 Eldorado?
20 A Sure, yes. Involved, yes.
21 Q You were the tax matter partner?
22 A I think so.
23 Q In 2007?
24 A Yes.
25 Q 2008?

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1 A No, I don't think so, no.
 2 Q In 2007. In 2007, Mr. Ray was shown as being
 3 an investor, as having an interest in Eldorado, right?
 4 A Correct.
 5 Q And also in subsequent years; isn't that
 6 correct?
 7 A I believe so, yes.
 8 Q Was Nanyah ever shown as having an interest in
 9 it, in Eldorado?
 10 A You may know better than I. But not that I
 11 know of.
 12 Q As a matter of fact, in 2007 when you were tax
 13 matters partner, and Mr. Ray's interest was shown,
 14 nothing was shown there for Nanyah's interest, right?
 15 A Yes.
 16 Q And you, as tax matters partner, could have
 17 provided that, right?
 18 A Could have, yes.
 19 Q And you've seen the Complaint here and the
 20 Amended Complaint, correct?
 21 A Yes.
 22 Q You approved them?
 23 A Approved?
 24 Q Both of them?
 25 A How do I approve a Complaint? Oh, oh, mine --

1 yes, I do approve them.
 2 Q And authorized their filing?
 3 A Yes.
 4 MR. LIONEL: Why don't we take a five-minute
 5 break? I may be through.
 6 (Recess)
 7 MR. LIONEL: I have no further questions.
 8 MR. McDONALD: I just have one quick question.
 9 EXAMINATION
 10 BY MR. McDONALD:
 11 Q As you testified earlier, in late 2008,
 12 Mr. Rogich agreed to purchase your interest in Eldorado
 13 Hills, correct?
 14 A Yes, sir.
 15 Q There was a Purchase Agreement that was
 16 executed?
 17 A Yes.
 18 Q Is it your understanding that the Purchase
 19 Agreement, when it was executed, Mr. Rogich was
 20 agreeing to indemnify you for any claims related to
 21 Nanyah Vegas?
 22 MR. LIONEL: Objection.
 23 BY MR. McDONALD:
 24 Q You can answer.
 25 A That was my -- that is my understanding.

1 MR. McDONALD: Okay. I don't have any other
 2 questions.
 3 MR. LIONEL: That's it.
 4 (Thereupon, the deposition concluded at 10:48 a.m.)
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1 CERTIFICATE OF WITNESS
 2 PAGE LINE CHANGE REASON
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 17
 18 * * * * *
 19 I, CARLOS A. HUERTA, witness herein, do
 20 hereby certify and declare under penalty of perjury the
 21 within and foregoing transcription to be my deposition
 22 in said action; that I have read, corrected and do
 23 hereby affix my signature to said deposition.
 24
 25 CARLOS A. HUERTA DATE

1	CERTIFICATE OF REPORTER
2	STATE OF NEVADA }
3	COUNTY OF CLARK }
4	I, Mary Cox Daniel, a Certified Court
5	Reporter licensed by the State of Nevada, do hereby
6	certify:
7	That I reported the deposition of CARLOS
8	A. HUERTA, commencing on Thursday, April 3, 2014,
9	at 9:19 a.m.
10	That prior to being examined, the
11	witness first duly swore or affirmed to testify to the
12	truth, the whole truth, and nothing but the truth; that
13	I thereafter transcribed my said shorthand notes into
14	typewriting and that the typewritten transcript is a
15	complete, true and accurate record of testimony
16	provided by the witness at said time.
17	I further certify (1) that I am not a
18	relative or employee of an attorney or counsel of any
19	of the parties, nor a relative or employee of any
20	attorney or counsel involved in said action, nor a
21	person financially interested in the action, and (2)
22	that pursuant to Rule 30(e), transcript review by the
23	witness was requested.
24	IN WITNESS WHEREOF, I have hereunto set
25	my hand in my office in the County of Clark, State of
	Nevada, this 7th day of April, 2014.
	_____ MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

EXHIBIT 5

Therese Shanks

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

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

Carlos,

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

Best regards,

Yoav

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

Hello Yoav,

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

Banking details:

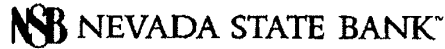
Account #: 612030684,
Routing/ABA #: 122400779
Bank Account Name: CanaMex Nevada, LLC
Bank Name: Nevada State Bank
Bank Address: 750 E. Warm Springs Road, Las Vegas, NV 89119
Bank Contact Name: Melissa Dewindt

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

Speak with you soon.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 590

EXHIBIT 6



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

Statement of Accounts

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

Primary Account 612030684

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

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

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



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

SUMMARY OF ACCOUNT BALANCE

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

ACCOUNT ANALYSIS CHECKING 612030684

103 2

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

2 DEPOSITS/CREDITS

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

0 CHARGES/DEBITS

There were no transactions this period.

1 CHECK PROCESSED

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

DAILY BALANCES

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



MEMBER FDIC

0017734 000000002 000031282

NAN_000387

JA_006279

NEVADA STATE BANK

ACCOUNT # 0612030684

This Statement:
December 31, 2007
PAGE: 2 of 2

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

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

0017734 00000001 000091381

NAN_000388

JA_006280

EXHIBIT 7

NEVADA STATE BANK

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

Statement of Accounts

Page 1 of 3

This Statement: December 31, 2007

Last Statement: November 30, 2007

Primary Account 612027920

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

DIRECT INQUIRIES TO:

Reddi Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

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

Loan By Phone

Las Vegas: 399-Loan (5626)

Reno: 851-8811

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



SUMMARY OF ACCOUNT BALANCE

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

REMOTE DEPOSIT ANALYSIS CHECKING 612027920

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

4 DEPOSITS/CREDITS

Date	Amount	Description
12/07	1,500,000.00	Remote 00000058430000000449 6062893124
12/10	15,000.00	Remote 00000056430000000452 6063016914
12/21	175,000.00	Remote 00000058430000000462 6064063906
12/26	25,000.00	Remote 00000058430000000463 6064278690

2 CHARGES/DEBITS

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

13 CHECKS PROCESSED

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

DAILY BALANCES

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



MEMBER FDIC

0017727 00000002 000031368

NAN_000449

JA_006282

NSB NEVADA STATE BANK

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

Statement of Accounts

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

Primary Account 612029189

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

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

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



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

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Money Market Account - Business	612029189	\$33,142.57	

MONEY MARKET ACCOUNT - BUSINESS 612029189

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

2 DEPOSITS/CREDITS

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

1 CHARGE/DEBIT

Date	Amount	Description
12/31	10.00	MAINTENANCE FEE

1 CHECK PROCESSED

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

DAILY BALANCES

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

INTEREST

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

Current interest rate is 4.33%

Interest rate changes this interest period:	Date	New Interest Rate
	12/13	4.33%



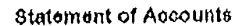
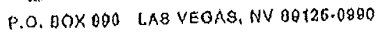
MEMBER FDIC

0017435 00000001 000030494

NAN_000450

JA_006283

EXHIBIT 8



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

Primary Account # 01167948-01S-0001

0017885 02 AY 0437 **AUTO T5 2 2202 89120-444835 02 NBU PB0023 00051
GO GLOBAL INC
3080 E POST RD STE 110
LAS VEGAS NV 89120-4440

DIRECT INQUIRIES TO:
Model Response
 24-hour Account Information:
 Las Vegas: 471-6800
 Reno: 337-2011
 1 (800) 492-3555 (outside local area)

Loan By Phone
 Las Vegas: 300 Loan (5628)
 Reno: 851-8811
 1 (800) 789-4871 (outside local areas)

H

SUMMARY OF ACCOUNT BALANCE

Account Type
Remote Desktop Analysis Cheeking

Account Number
012024471

Checking & Savings
 Ending Balance
 \$670,665.01

Outstanding
Balances Owed

REMOTE DUPLICATION ANALYSIS CINCINNATI 01202147

Previous Balance
33,001.67

Doposits/Credite
1,525,030.46

Cargas/Doble
8,762.72

Chooks Processed
888,392.30

Ending Balance
679,503.01

6 DEPOSITS/CREDITS

Date	Amount	Description
12/07	5,108.44	Remote 000000054300000000446 6062887105
12/07	17.30	Remote 000000054300000000447 6063121587
12/11	14.65	Remote 000000054300000000448 6063134822
12/12	100,000.00	Remote 000000054300000000449 6063260702
12/14	1,420,000.00	DEPOSIT 07701B5078
12/27	500.00	Remote 000000054300000000464 0004301734

0 CHARGES/DEBITS

DATE	AMOUNT	DESCRIPTION
12/07	109.07	MPOWER COMMUNICATIONS MPOWER *****001 REF# 11210003070310Y 1102023710
12/10	276.64	UNITED HEALTHCARE EDI PA 20371207001160 RGF# 041000260093805 1102302430
12/14	0,710.00	IRS USATAXPYMT 27077400005701 REF# 0010100010050240 1101734160
12/21	23.07	ANALYSIS SERVICE FEE *****40 REF# 02100002020204 1102020711
12/27	1,470.20	COUNTRYWIDE MORTGAGE *****20 REF# 021000020200603 1102020732
12/27	1,165.98	

45 CHECKS PROCESSED

46 CHECKS PROCESSED					
Number	Date	Amount	Number	Date	Amount

* Not a shock & occasion

MEMBER FDIC

RT0155

JA 006285

Net Deposit Credit

Ref#	63121587	\$17.36
------	----------	---------

Ref# 63260782	\$10000.00
---------------	------------

[illegible]

Ref# 64381734	\$500.00
---------------	----------

JA_006286

EXHIBIT 9

Therese Shanks

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

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

Dear Mr. Harlap,

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

Best Regards,

--

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

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Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

www.GoGlobalProperties.com

December 7th, 2007

Nanyah Vegas, LLC

Via email: yoav.harlap@nanyah.com

mareshcl@zahav.net.il

feingold@actcom.co.il

Dear Mr. Harlap,

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

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

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

Sincerely,

Summer Rellamas

Summer Rellamas
Finance & Administration Manager

EXHIBIT 10

Therese Shanks

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

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

Hello Yoav,

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

Thanks.

Carlos Huerta
Go Global Properties
3883 Howard Hughes Parkway
Suite 500
Las Vegas, NV 89169
T: 702.617.9861
F: 702.617.9862

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

January 2, 2008

RE: CanaMex Nevada, LLC

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

UNINCORPORATED

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

AMENDED ZONE CHANGE to reclassify 80.0 acres from R-U (Rural Open Land) Zone to M-1 (Light Manufacturing) Zone for a future light manufacturing/distribution center.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** reduced right-of-way dedication; **2)** full off-site improvements (including paving) (previously not notified); and **3)** non-dedication of right-of-way on the north, east, and west property lines (previously not notified) on 160.0 acres in an M-2 (Industrial) Zone (previously not notified) and a proposed M-1 (Light Manufacturing) Zone (previously not notified). Generally located one mile west of U.S. Highway 95 and 1.5 miles south of U.S. Highway 93/95 within South County (Eldorado Valley) (description on file).

BW/am/mh

PC Action - Approved

EXTENSION OF TIME AND WAIVERS OF DEVELOPMENT STANDARDS

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

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

Respectfully,

Carlos Huerta
Carlos Huerta

www.goglobalproperties.com

NAN_000251

JA_006292

EXHIBIT 11

Therese Shanks

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

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

Dear Mr. Harlap,

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

Sincerely,

--

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

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*** IMPORTANT: Do not open attachments from unrecognized senders ***



GO GLOBAL
PROPERTIES

Annual Investor Update



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

NAN_000257

JA_006295



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

Dear Go Global Investor,

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

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

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

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

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NAN_000258

JA_006296

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

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

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

Sincerely,



Summer Rellamas
Finance & Administration Manager



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

2008 Go Global Properties Overall Financial Market Outlook

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

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

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

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

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

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

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

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

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

From The Wall Street Journal
Dec. 20, 2007

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

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

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

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

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

Full Ranking of Fastest-Growing States

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

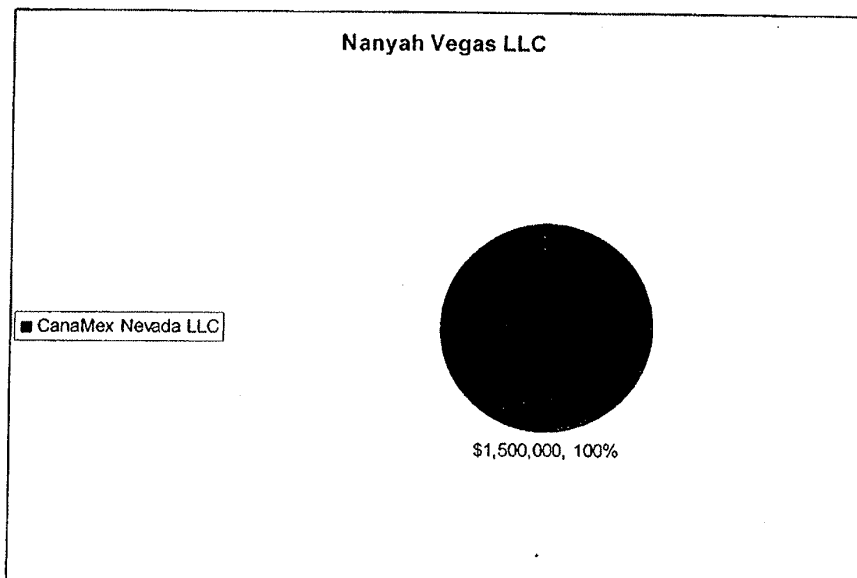
<u>State</u>	<u>July 2007</u>	<u>July 2006</u>	<u>%Change</u>
Nevada	2,565,382	2,492,427	2.9
Arizona	6,338,755	6,165,689	2.8
Utah	2,645,330	2,579,535	2.6
Idaho	1,499,402	1,463,878	2.4
Georgia	9,544,750	9,342,080	2.2
North Carolina	9,061,032	8,869,442	2.2
Texas	23,904,380	23,407,629	2.1
Colorado	4,861,515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



GO GLOBAL PROPERTIES

"Where innovative solutions, meet exceptional results."

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



www.goglobalproperties.com

NAN_000263

JA_006301

Contact Information

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

Investor: Nanyah Vegas LLC
Tax Payer ID: Applied For

Principal Contact: Yoav Harlap
Date of Birth: _____
Email: yoav.harlap@nanyah.com
Address: 134 Haeshel St
Herzelia, Israel 46644
Phone: 011-972-54200000

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

Accountant/
Financial Advisor: _____
Email: _____
Address: _____

Phone: _____

NAN_000264

JA_006302

EXHIBIT 12

Therese Shanks

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

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

Hello Yoav,

Just saying hello and shooting you a quick update.

Please see the attached, at your leisure.

Thanks,

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

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Go Global Properties

T: (702) 617-9861

F: (702) 617-9862

www.GoGlobalProperties.com

March 13th, 2008

Dear Yoav,

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

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

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

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

Mr. McCombs said that the property is "almost perfect" for them, from a geographical perspective. They indicated that they realized "the value" of having industrially zoned land when we quoted them at \$720,000¹ per acre. CP is expecting an additional source of funding within the next month and they said that they'd be getting back to us soon in order to discuss our property.

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

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

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

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

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

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

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

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

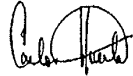
At this point, I am beginning to believe that our initial estimates may have been too conservative and our potential for the project is better than originally envisioned. I will continue to monitor the industrial market values and update you as we progress.

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

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

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

Sincerely,



Carlos Huerta, Managing Manager
CanaMex Nevada, LLC

NAN_000268

JA_006307

EXHIBIT 13

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1 LAS VEGAS, NEVADA, APRIL 30, 2014

2 9:33 A.M.

3 (Prior to the commencement of the

4 deposition, all of the parties present agreed to waive

5 statements by the court reporter, pursuant to Rule

6 30(b) (4) of NRCP.)

7

8 CARLOS A. HUERTA,

9 having been first duly sworn, was examined and testified

10 as follows:

11 EXAMINATION

12 BY MR. LIONEL:

13 Q. Please state your name.

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

15 Q. Where do you live, Mr. Huerta?

16 A. Sierra Vista Rancho, Las Vegas, Nevada.

17 Q. You have an office in Las Vegas?

18 A. Yes, sir.

19 Q. Where is that office?

20 A. 3060 East Post Road, Suite 110, Las Vegas,

21 Nevada, 89120.

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

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

24 since 2005.

25 Q. Is that your building?

1 A. Yes.

2 Q. Thank you. When I say your building, you own

3 it?

4 A. Yes, sir.

5 Q. You built it?

6 A. Yes, sir.

7 Q. What is your education after high school?

8 A. I have a bachelor's in business

9 administration, and then I also have an MBA with a

10 finance concentration.

11 Q. From what school?

12 A. University of Miami.

13 Q. You were the manager of Eldorado. When I say

14 Eldorado, I'm talking about Eldorado, LLC. Is that

15 correct?

16 A. I was one of, yes. Mr. Rogich and I, I

17 believe, are the managers.

18 Q. That was -- you were co-managers during the

19 years 2006, 2007, until October 30th, 2008?

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

21 Q. October 31st.

22 A. I remember that, Halloween.

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

24 A. Was it? Okay. Yes, we went into the title

25 company on Halloween. I remember they opened it up for

1 us.

2 Q. As manager, what were your duties generally?

3 A. Of Eldorado Hills?

4 Q. Yes.

5 A. Raise capital, manage the asset that was 160

6 acres and 89 -- plus/minus an 89,000 square-foot

7 warehouse facility, collect rent from tenants.

8 We had two other buildings on the property.

9 One was the clubhouse for a gun club, which I believe is

10 still functioning there, and begin the -- what we

11 started to do was market the property, and I was greatly

12 responsible for marketing the property for sale, and

13 also along with that we were working on an assemblage to

14 join our land with our neighbor's land and do a master

15 plan, planning of the entire what would have been 300

16 acres or so and trying to do it in a responsible fashion

17 with the expansion of the 95 -- 93/95 and an interchange

18 that they had planned there. I believe it was the

19 Nevada Department of Transportation.

20 So my roles were very involved, very vast, and

21 I wore multiple hats for Eldorado Hills.

22 Q. Were you also involved with respect to the

23 filing of tax returns for Eldorado?

24 A. Yes.

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

JA_006309

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

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

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

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

JA_006310

1 Q. Is it fair to say that you don't know? I'll
2 clarify. As I say, the tax returns, which you had a
3 part in, show that only Go Global, Inc. was a member.
4 A. Okay.
5 Q. So is it a fair statement it may have been the
6 only one that had an interest?
7 A. It is a fair statement.
8 Q. Thank you. It's not going to shake the world,
9 Carl.
10 A. You're the one asking the questions.
11 Q. I will ask.
12 A. I'm just trying to answer.
13 Q. Fine.
14 A. I hope it doesn't shake the world, though.
15 Q. What was your role in the agreement?
16 A. Which agreement, sir?
17 Q. When I talk about agreement, the only
18 agreement I believe I'm going to talk about is the one
19 which is the Exhibit 1 to the amended complaint that you
20 have in front of you.
21 A. Okay. Okay.
22 Q. What was your role in the preparation of that
23 agreement? And strike that.
24 You will know whenever I mention agreement,
25 unless I say otherwise, I'm talking about the purchase

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

1 Q. But you saw all the drafts, and you edited
2 them?
3 A. As far as I remember.
4 Q. In your part to represent Go Global in
5 connection with the agreement?
6 A. As far as I remember, that's correct.
7 Q. Were you satisfied with it when it was
8 completed and executed?
9 A. Yes.
10 MR. McDONALD: Object to the form.
11 BY MR. LIONEL:
12 Q. In your view, was it a clear agreement?
13 MR. McDONALD: Object to the form.
14 A. I think it was pretty clear, yes.
15 BY MR. LIONEL:
16 Q. Complete?
17 MR. McDONALD: Same objection.
18 BY MR. LIONEL:
19 Q. Do you consider it complete?
20 A. I haven't read it in awhile, but at the time,
21 I thought it was pretty complete.
22 Q. And unambiguous?
23 A. Yes.
24 Q. Now, the agreement was one of several
25 agreements --

1 A. Uh-huh.
2 Q. -- that were prepared and executed at the same
3 time. Is that correct?
4 A. Correct.
5 Q. And I'm talking about agreements with respect
6 to the Flangas Trust and TELD. Is that correct?
7 A. Yes, sir.
8 Q. And you were party to those agreements?
9 A. Yes, sir.
10 Q. You signed them?
11 A. Yes, sir.
12 Q. And you got copies of them?
13 A. Correct.
14 Q. You still have copies?
15 A. I believe so, yes.
16 Q. When is the last time you looked at them?
17 A. Quite a long time ago. I mean, at least a
18 year or two.
19 Q. Actually, at the time of those agreements,
20 Eldorado had some problems, didn't it, financial
21 problems?
22 MR. McDONALD: Object to the form.
23 A. Compared to what happened since '08, I
24 wouldn't consider them financial problems, but at the
25 time, maybe we did.

JA_006311

1 BY MR. LIONEL:
2 Q. You were in default under your mortgage at the
3 time?
4 A. Yes.
5 Q. And actually when TELD came in, it helped you
6 with respect to financial problems?
7 A. Not at the time. I thought that that's what
8 they were going to do, but it took awhile for them to do
9 that.
10 Q. Pursuant to the agreements that were executed
11 on October 30th, 2008 --
12 A. Yes, sir.
13 Q. -- TELD brought in cash to the company --
14 strike that.
15 A. Correct.
16 Q. A little over \$5 million. Is that correct?
17 A. I'm unaware of that.
18 Q. You're unaware that TELD brought --
19 A. I didn't get any of it, and neither did the
20 bank that we owed the money to.
21 Q. Do you know what happened to the 5 million?
22 Would the agreement provide that TELD would provide \$5
23 million?
24 A. I believe so.
25 Q. And to your knowledge, it was not provided?

1 A. I didn't see the \$5 million, and I'm not being
2 literally like \$5 million in cash. I don't know where
3 that \$5 million was paid to or even if it was at the
4 time.
5 Q. Was there a refinancing of the mortgage?
6 A. Yeah, but like a year later after that
7 agreement, after this -- what do you call it, Exhibit 1?
8 It was quite a long time. So I was made to understand
9 that it would happen right away, and it took quite a
10 long time. I mean, about a year, maybe a little bit
11 less. So it sat there unpaid, the mortgage, that entire
12 time.
13 Q. That was when the FDIC came in?
14 A. I think the FDIC had already come in but...
15 Q. They had already taken over?
16 A. The ANB Financial, which is A. N as in Nancy,
17 B Financial, who held the mortgage on the property.
18 Q. Did the agreements provide that TELD would be
19 rewarded for putting that money in?
20 A. Rewarded in a fashion that they would earn an
21 interest in Eldorado Hills, LLC. Is that what you mean
22 by rewarded?
23 Q. How about a financial reward?
24 A. I don't recall like a financial reward. I
25 remember them taking an ownership percentage in the

1 entity, or a membership percentage I think it's better
2 described.
3 Q. Did the agreements with TELD and Flangas
4 provide that there would be an amended and restated
5 operating agreement?
6 A. I believe so. Flangas pulled out of the deal,
7 you know. So he didn't stay in the deal, but I believe
8 there was going to be an amended operating agreement,
9 yes.
10 Q. Did you see the amended and restated operating
11 agreement?
12 A. I think I have copies of that along with the
13 other documents. So I believe so.
14 Q. TELD was not a party to the purchase
15 agreement, correct?
16 A. I don't remember that right now.
17 Q. Well, you can take a look at it.
18 A. Oh, okay. Well, of the agreement that we
19 signed that we were talking about with Flangas, he was.
20 That's where you confused me a little bit.
21 Q. He was what?
22 A. TELD, I believe, was a member in the
23 documents.
24 Q. In the documents but not in the purchase
25 agreement?

1 A. In Exhibit 1, correct, you are right.
2 Q. Does the Alexander Christopher Trust file tax
3 returns?
4 A. No.
5 Q. Is there a reason it doesn't?
6 A. From my understanding, since it's just our
7 family trust, everything just flows through to us, but
8 it's more a question for my lawyer. So I can't say for
9 sure.
10 Q. But as far as you know, it doesn't file a tax
11 return?
12 A. Correct.
13 MR. LIONEL: Would you mark this as the next
14 exhibit, which I believe is C.
15 (Exhibit C was marked.)
16 BY MR. LIONEL:
17 Q. Mr. Huerta, I just handed you what's been
18 marked Exhibit C. It bears the number SR002021.
19 A. Okay.
20 Q. That's a document entitled Assignment of
21 Contract. Is that correct?
22 A. It is.
23 Q. And you signed it as assignor of Go Global?
24 A. Yes.
25 Q. As president of Go Global, and you also signed

1 it as trustee for the Alexander Christopher Trust.
 2 A. Yes.
 3 Q. It says assignor. Is that a mistake? Should
 4 that have been assignee?
 5 A. Yes, correct.
 6 Q. Now, this assignment has to do with this
 7 lawsuit, namely, it appears to assign interest to the
 8 Alexander Christopher Trust to bring this lawsuit. Is
 9 that correct?
 10 A. Correct.
 11 Q. And that's what it does as far as you know?
 12 A. Correct.
 13 Q. That's what it was intended?
 14 A. Yes.
 15 Q. Go Global was a party to the agreement, right?
 16 A. Yes.
 17 Q. And what it was doing here was assigning the
 18 rights of Go Global that it had in the agreement?
 19 A. Yes.
 20 Q. And giving the assignee, the trust, the right
 21 to file this action?
 22 A. Yes.
 23 Q. You did not assign anything to it. You did
 24 not assign any rights to the Alexander Christopher
 25 Trust?

1 MR. McDONALD: Object to the form.
 2 A. In general or in this agreement?
 3 BY MR. LIONEL:
 4 Q. In this agreement, assignment.
 5 A. Correct.
 6 Q. In other words, as I read this, Go Global had
 7 the rights under the agreement, and it assigned those
 8 rights to the trust. Is that correct?
 9 A. That statement that you just made seems
 10 correct to me.
 11 Q. In other words, all the rights under the
 12 agreement?
 13 A. That's my understanding.
 14 Q. And, as a matter of fact, everything recovered
 15 would belong to the trust under this agreement.
 16 MR. McDONALD: Object to the form.
 17 BY MR. LIONEL:
 18 Q. Is that correct?
 19 A. I believe so.
 20 Q. And I refer you specifically to under Terms,
 21 the second paragraph.
 22 A. Right.
 23 Q. So, therefore, once this is signed, as I
 24 understand it -- correct me if I'm wrong -- all the
 25 rights under the agreement which earlier had belonged to

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

1 to?
 2 A. Well, it could have been any of Go Global's
 3 investors, as well.
 4 Q. Oh, I'm not -- what I'm looking at,
 5 Mr. Huerta --
 6 A. You can call me Carlos.
 7 Q. Carlos, I'm not looking at any investors. I'm
 8 looking really basically at two possible entities, you
 9 and Go Global, and it appears at least -- I'm not going
 10 to put words in your mouth. You accused me once of
 11 that, I think --
 12 A. Maybe once.
 13 Q. Maybe once -- that this is an assignment of
 14 all the rights in that agreement and giving the trust
 15 the right to bring the action, and any money that comes
 16 in, if any, belongs to the trust, and I understand it's
 17 a C Corp. that you have.
 18 A. S, S Corp.
 19 Q. S Corp. Excuse me. I'm sorry.
 20 A. Sure.
 21 Q. Am I correct in that statement?
 22 A. I believe so, yes.
 23 Q. Thank you.
 24 A. Sure.
 25 Q. And, Mr. Huerta, let's go back to the

JA_006313

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

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

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

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

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1 anything about it until the company sells or merges, or,
 2 you know, you can sell the stock maybe, but you just
 3 can't control when you're going to get a dividend or
 4 distributions at that point.
 5 BY MR. LIONEL:
 6 Q. So what you're saying is there was no
 7 assurance that there would be any distributions at any
 8 point in time?
 9 MR. McDONALD: Object to the form.
 10 A. I don't -- there was no assurance, yes, that
 11 the property would sell at any point in time or there
 12 would be any distributions out of the company.
 13 BY MR. LIONEL:
 14 Q. Going back to 2008, in October, the month that
 15 the agreement was executed --
 16 A. Okay.
 17 Q. -- did you have any discussions with
 18 Mr. Rogich with respect to Nanyah Vegas?
 19 A. Yes. Yes.
 20 Q. More than one?
 21 A. I definitely had one with Mr. Rogich, and I
 22 definitely had one with Ken Woloson, Mr. Rogich's
 23 attorney.
 24 Q. Do you know where was the discussion with
 25 Mr. Rogich?

1 A. At the Howard Hughes office.
 2 Q. And who was there?
 3 A. Mr. Rogich and myself.
 4 Q. Was Melissa Olivas there?
 5 A. Melissa works for Sig, right. So she has an
 6 office there. I don't think she was present during our
 7 conversation, but she was probably somewhere in her
 8 office. You know, there's multiple offices within that
 9 suite.
 10 Q. Well, I'm not trying to find out about her
 11 office. I want to know if she was present during that
 12 conversation.
 13 A. I'd say she was present in the suite but not
 14 necessarily in the office where Mr. Rogich and I talked
 15 about it. So I don't know how close you're talking.
 16 So...
 17 Q. She may have been there?
 18 A. I don't believe so, no.
 19 Q. Fine. Tell me what you said and what he said.
 20 A. Oh --
 21 Q. Was anybody else there?
 22 A. I don't think so, no.
 23 Q. What did you say, and what did he say?
 24 A. The conversation that I remember -- and I'm
 25 quite certain there was more than one. Like I told you

1 before, I had an office there myself, at the Howard
 2 Hughes office, within Rogich's suite. Okay?
 3 Q. So let's talk about that for a minute.
 4 A. Sure.
 5 Q. You had your office on Post Road at the time,
 6 didn't you?
 7 A. My business card actually had the Howard
 8 Hughes address because I had an office there. I also
 9 bought a building, and my staff was at the Post Road
 10 address, not that I would never go to the Post Road
 11 address, but my business card was actually at the Howard
 12 Hughes address.
 13 Q. I'm not asking about the business card. Where
 14 did you office at that time?
 15 A. At the Howard Hughes address. Just like
 16 Lionel Sawyer & Collins has an office here and they have
 17 one in Carson City, I had one at Howard Hughes, and I
 18 had one on Post Road, Go Global did.
 19 Q. When you say Go Global, tell me, it was a
 20 Subchapter S corporation, and you seem to do
 21 transactions, it seems to me, in either your own
 22 personal or individually or for Go Global, but when you
 23 say Go Global's office, did it have a particular office
 24 there?
 25 A. Correct.

1 Q. Did it have employees?
 2 A. Sometimes. Summer Rellamas would work out of
 3 that office when I needed her to.
 4 Q. Did she work out of Mr. Rogich's office?
 5 A. Yes.
 6 Q. Often?
 7 A. Yes.
 8 Q. Did she have an office or a desk there?
 9 A. Yes.
 10 Q. Tell me what you said and what Mr. Rogich said
 11 there.
 12 A. So, again, I'm sure we had more than one
 13 conversation because you don't complete a draft like
 14 this, you know, in one conversation, but the one
 15 conversation --
 16 Q. No, I want to know any conversation about
 17 Nanyah Vegas.
 18 A. I know. I'm giving you a precursor to what
 19 I'm about to say. We probably had more than one
 20 conversation, but I specifically remember one between
 21 Rogich and myself, and it involved not only Nanyah
 22 Vegas, it involved other investors including Nanyah
 23 Vegas.
 24 So Mr. Rogich, if you're not aware, bought out
 25 two other investors that were Go Global's. Those

1 investors were Craig Dunlap and Eric Rietz. Mr. Rogich
2 actually wrote checks to each one of them.

3 Q. At that time?

4 A. In that month.

5 Q. I beg your pardon?

6 A. In October.

7 Q. In October. I'm sorry.

8 A. No, you're fine.

9 And so we were discussing the steps as we were
10 contemplating them to occur about the buyout where Sig
11 Rogich would assume the interest of Eldorado Hills, LLC,
12 or the membership interest, and Sig told me that he
13 would be buying out all of the investors, Nanyah and
14 Robert Ray as well.

15 He started with Craig Dunlap and then Eric
16 Rietz, wrote them checks, and he said, "My intention is
17 just to buy everybody out," and I said -- go ahead. You
18 have a question?

19 Q. No, go ahead.

20 A. Okay. "My intentions are to buy everybody
21 out." I said, "Great." My sum was larger than
22 everybody else's, and he said he would need time for
23 that, and that's when we started putting together this
24 agreement.

25 Q. What was said about Nanyah Vegas, if anything?

1 A. He was one of the investors. His plan was
2 just to buy them out, and he was one of the four, not
3 including Go Global.

4 Q. What was said about Nanyah Vegas specifically?

5 A. That he would pay them the amount that they
6 invested.

7 Q. He said that about Nanyah?

8 A. Yes.

9 Q. Did he know about Nanyah before October 2008?

10 A. Yes.

11 Q. Tell me how he knew about it.

12 A. Sig Rogich was a comanager of Eldorado Hills,
13 LLC. All right? He is the one that actually came up
14 with the idea to buy the property. Sig was intimately
15 involved in the management of Eldorado Hills, LLC. Sig
16 Rogich was a coborrower on about a \$20 million loan.
17 One, I think, with maybe 18 million with Alliance
18 Mortgage, and then we refinanced that with ANB
19 Financial. Sig was a coborrower on both.

20 Sig knew of all the capital that was involved
21 with Eldorado Hills and how much we needed, how much the
22 monthly payments to those lenders was.

23 The ANB Financial one was over \$170,000 a
24 month. He made some payments towards that. So being
25 that it was a lot of money that was involved, he knew

1 that Eldorado Hills, LLC required capital. It required
2 management. He assisted with that management. He
3 participated in that management.

4 When payments were due to different entities
5 being Nevada Power, the water -- Las Vegas Valley Water
6 District, the mortgage payments, whatever it is,
7 Mr. Rogich knew and had records of, and so did
8 Ms. Olivas, that payments were being made out of
9 Eldorado Hills, LLC.

10 So when these large chunks of money were
11 necessary for whatever it was to manage this large
12 asset, Mr. Rogich was aware.

13 So there came a point in time where -- many
14 times every month -- where a large payment was due to
15 the bank, whoever the lender was. Either Mr. Rogich or
16 myself or both funded Eldorado Hills, LLC, with hundreds
17 of thousands of dollars to millions of dollars.

18 There also came a time where our other lender,
19 Antonio Nevada, LLC, was promised money. In order to
20 meet our obligation to Antonio Nevada, LLC, there came a
21 payment of \$3 million. If that \$3 million payment
22 wouldn't have been made -- and I believe that was in '07
23 that it was due -- then Antonio's deal, from my
24 understanding at the time, would escalate and grow, and
25 we would owe Antonio a lot more money if we didn't make

1 that payment.

2 So at the time that the payment was due,
3 Mr. Rogich didn't have enough money to pay off Antonio.
4 I came up with three-quarters of the money owed to
5 Antonio, and Mr. Rogich came up with the other quarter.
6 I want to divide it into about 2.2 something million
7 dollars that Go Global contributed into Eldorado Hills,
8 LLC. Mr. Rogich contributed 770, \$780,000.

9 So I never knew that Mr. Rogich was going to
10 run out of money. I didn't know what his actual
11 personal financial situation was. I presumed he had a
12 lot of money. So when he didn't have enough money to
13 pay off Antonio, which I believe was in the fall of 2007
14 or late summer of 2007, I said, "Okay, Sig, I have the
15 money, or I can come up with a good portion of the
16 money. I'm going to advance it to the company, but I'm
17 also working on bringing in investors." I was also
18 working, as I've described previously in another
19 deposition, on doing a joint venture or teaming up with
20 the Giroux property and doing a larger project.

21 So as I'm working on that, I tell Sig, "Okay,
22 I'll advance the money to Eldorado Hills, and when some
23 of this money comes in, Go Global or Carlos Huerta will
24 be repaid." He agreed.

25 The intention was, as the operating agreement

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

1 was a known entity.
2 Sig Rogich signed these agreements. He signed
3 the back of Exhibit 1 where Nanyah is mentioned. I
4 doubt that Mr. Rogich, a guy that's been in business for
5 50 years, would have signed an agreement that says he's
6 responsible to pay \$1.5 million to Nanyah Vegas and
7 never have heard of them.
8 So back to my prior answer to your prior
9 question before my long explanation of the Eldorado
10 Hills finances and how did Mr. Rogich know, because your
11 question kind of was asked with a tone like he didn't
12 know, like Sig is now, "I didn't know, I wasn't aware of
13 what was going on," I think that that was a bit foolish
14 in the way you said it in my opinion.
15 So Sig Rogich was very aware of Eldorado Hills
16 and very aware of its finances, but in the prior
17 conversation, we talked about all of the investors. It
18 was Craig Dunlop, it was Eric Rietz, it was Eddyline
19 Investments, which Mr. Rogich knows who that is.
20 At one point, he had Nick Santoro represent
21 him against Eddyline Investments or one of its
22 principals. He knew about Robert Ray who had been in
23 his office, which is the Ray Family Trust. He knew
24 about Antonio Nevada, LLC, because he knows the
25 principal of Antonio Nevada, LLC, very well, and he also

1 well aware of the financial situation of Eldorado Hills,
2 LLC. I had an office in his suite at Howard Hughes
3 Parkway. We would interact regularly except maybe when
4 he was on a trip or I was on a trip, regularly. We
5 would run into each other.
6 Sometimes we would have wine in his office.
7 We would talk about business almost all the time,
8 sometimes about Ohio State football. He liked Ted Ginn.
9 He liked Ohio State football, but for the most part, we
10 talked about business.
11 When we talked about business, he was aware
12 that there was a shortfall. Go Global had advanced it.
13 Eldorado Hills owed it.
14 Q. Are you finished?
15 A. I think so.
16 Q. I didn't hear Nanyah Vegas in what you just
17 said.
18 A. Because you asked me a question about did
19 Mr. Rogich know about the money that was in Eldorado
20 Hills, LLC. I already had answered the Nanyah part when
21 we talked about the other investors. I talked to
22 Mr. Rogich specifically about all the investors.
23 They're not only mentioned in Exhibit 1, they're also
24 mentioned in the documents with TELD and Flangas and
25 Eliades. So it's pretty clear in my opinion that Nanyah

1 knew about Nanyah Vegas, who I had been working on in
2 2007, the whole year, had flown to Israel to meet with
3 him to try and bring in capital towards our project,
4 which I was successful at. I just didn't bring in the
5 capital at the time that the money was due to Antonio.
6 So we talked about Nanyah Vegas as I was
7 bringing in an investor. When I brought in that
8 investor, being Nanyah Vegas, Sig was aware of Nanyah
9 Vegas.
10 Q. Did you tell him when you brought in Nanyah
11 Vegas?
12 A. Yes.
13 Q. When was that conversation?
14 A. Again, in 2007, I flew to Israel to meet the
15 principal of Nanyah Vegas. Sig was aware that I went to
16 Israel. I mean, I literally went on a plane from
17 Las Vegas and flew to Israel. He was aware of that. He
18 was aware of all of our investors. He was aware of the
19 finances of Eldorado Hills, LLC, as was Melissa Olivas.
20 So he not only knew when the money came in, he knew
21 about the lead up.
22 I mean, for the most part, you've invested
23 yourself, I believe, a lot of money over your days,
24 right? I don't think that you just all of a sudden say,
25 "Hey, Mr. Madoff, here is \$24 million." You probably

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1 had some type of a lead up before you invest with
2 somebody. I doubt that you would just say, "Hey, here
3 it is." So I had a lead up with Nanyah Vegas.
4 Sig was intimately involved again with the
5 management of Eldorado Hills, LLC, a Nevada limited
6 liability company, that was established by Sig Rogich of
7 Go Global. So he was aware of the workings. So not
8 only did he know in December of '07 when Nanyah Vegas'
9 money came in, he knew before. Nanyah Vegas had
10 committed to investing like a month or two before. He
11 just didn't send the money until December.
12 So when you try to pinpoint it now in 2014 and
13 say, "Did he know right in December when he sent the
14 money," yes, he did, but not only did he know in
15 December, he knew before December.
16 Q. You keep telling me what Mr. Rogich knew. I
17 want to know your conversation with him about Nanyah
18 Vegas. So I'm asking you specifically, when was the
19 first time you discussed Nanyah Vegas with Mr. Rogich?
20 MR. McDONALD: To be fair, you did ask
21 previously whether Sig knew about Nanyah. So I believe
22 that's what he was answering.
23 MR. LIONEL: I understand.
24 A. And I answered yes to that question about
25 whether Sig knew about Nanyah Vegas.

1 BY MR. LIONEL:
2 Q. You did. I understand you gave me an answer,
3 but my question now is when did you first speak to
4 Mr. Rogich about Nanyah Vegas?
5 A. Exact date I don't know, but it would have
6 been sometime in the spring of 2007, seven years ago.
7 Q. Tell me about that conversation. Where was
8 that conversation?
9 A. Okay. Just like you refer to this Exhibit 1
10 repeatedly, I'm going to refer to this story again. I
11 had an office in Mr. Rogich's suite at the time. I
12 would speak to Mr. Rogich regularly. So I would have
13 spoken to him on any day of the week, probably not a
14 weekend, any day, Monday, Tuesday, Wednesday, Thursday,
15 Friday, any time between '06 and '09 when I maintained
16 an office there. We would speak on the phone sometimes,
17 but the majority of the time I would speak to Sig Rogich
18 at the Howard Hughes office.
19 Q. I'm asking you --
20 A. Where. You asked me where.
21 Q. What did you say and what -- now, this is in
22 the spring of 2007. What did you say to him, and what
23 did he say to you?
24 A. Verbatim I can't tell you.
25 Q. I don't want verbatim.

1 A. Okay. So, again, I tried to give you the most
2 complete answer that I could. I think I did a really
3 good job of that earlier. So Mr. Rogich and I owed
4 money. We owed money to the bank. We owed money to
5 Antonio.
6 Q. I'm not interested in that. I'm interested in
7 your conversation with him.
8 MR. McDONALD: Just that specific
9 conversation. If you don't recall that specific
10 conversation, that's fine. Just give him the gist of
11 what you remember.
12 A. The conversation would have said I'm raising
13 more money, as Mr. Rogich was trying to raise more
14 money. When I raise more money, Eldorado Hills will
15 have more capital. Nanyah Vegas was just one investor
16 that I was dealing with that Mr. Rogich was aware of,
17 and I said, "This is an investor that is interested in
18 investing in our project. So when he becomes an
19 investor, we'll have more capital." He knew that I was
20 working on it actively.
21 Q. What did he say when you said that, as best
22 you recall?
23 A. "God speed. Go for it. Please bring in more
24 capital." That was part of our job. He would be happy
25 to have investors come in and invest with us.

1 Q. Did you mention the name Nanyah Vegas at the
2 time?
3 A. Oh, well the principal of Nanyah Vegas is Yoav
4 Harlap. I don't remember when Nanyah Vegas was formed,
5 if it was formed already. Nanyah Vegas itself was an
6 entity controlled by Harlap. I probably referred to
7 Nanyah Vegas as its principal Harlap, many times how
8 we'll refer to Go Global as Huerta.
9 Q. Is that the gist of that conversation that you
10 that had with him?
11 A. No, no, no, I wouldn't have -- oh, I wouldn't
12 have had the conversation on the details between Nanyah
13 Vegas and Yoav Harlap. I would have just called him
14 Harlap if we're talking specifically about the name
15 Nanyah Vegas.
16 Nanyah Vegas probably didn't come into
17 fruition up until the point where Nanyah Vegas actually
18 sent the money and they formed an LLC in Nevada. It's
19 just a name. It's not Ford Motor Company. It's just a
20 small LLC.
21 Q. What you did, the only name you gave them was
22 Harlap, Yoav Harlap?
23 A. Probably, yes.
24 MR. LIONEL: That's Y-o-a-v H-a-r-l-a-p.
25 BY MR. LIONEL:

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1 Q. Did you have any subsequent conversations with
2 him about Nanyah Vegas specific after Mr. Harlap sent
3 you money?
4 A. Yes.
5 Q. When?
6 A. Well, we already talked about the one in Sig's
7 office, right? We know that one in 2008.
8 Q. I've heard your testimony.
9 A. So that's one, and I don't remember specific
10 other conversations in regards to Nanyah Vegas.
11 Q. Did you have any discussions with Mr. Rogich
12 in October of 2008 with respect to Nanyah Vegas?
13 MR. McDONALD: Asked and answered.
14 A. We went to Nevada Title on Buffalo to sign the
15 documents to close this transaction. I believe it was
16 on Halloween of 2008.
17 BY MR. LIONEL:
18 Q. Was that the 31st?
19 A. I believe so, yes.
20 Q. And --
21 A. Mr. Rogich was wearing -- I can remember what
22 he was wearing, by the way. Okay? And so we went
23 through in the lobby prior to going into the actual
24 office, okay, of Nevada Title -- and Melissa was there,
25 too, that day, just in case you ask me that one. We

1 went through all the different investors and what his
2 plan would be with this asset, and we mentioned them
3 all.
4 We had already signed -- I believe we had
5 already signed the Exhibit 1. Now we're going in to do
6 the -- to sign over the deal to TELD and the Eliades
7 group, right?
8 So we went over all the investors who are also
9 in the TELD and Eliades documents in addition to Exhibit
10 1, and he again said, "Yeah, let's set up a meeting with
11 Robert Ray," which I did set up with him later on at
12 Howard Hughes, "and I'm going to work to" -- I forget
13 how he was going to raise the funds. He had different
14 ways of raising capital. He had different assets, and
15 he was going to pay these investors off, no profit, just
16 give them their money back, and he was going to continue
17 to own, I believe, 40 percent of the company along with
18 Eliades and his group.
19 And so we went through that he was going to
20 pay these guys off, including Nanyah Vegas.
21 Q. This was on the 31st of October?
22 A. It was the day we went to Nevada Title, which
23 I believe was October 31st.
24 Q. Halloween?
25 A. Yes.

1 Q. Did you have any discussion with him in
2 October of 2008 other than the one you just talked about
3 with respect to Nanyah Vegas?
4 A. I don't remember. Chances are very high that
5 we did, but I don't remember specifically any other than
6 the two that we've mentioned here or discussed here
7 today.
8 Q. Did you have any discussions that month with
9 Melissa Olivas, O-l-i-v-a-s?
10 A. I don't remember.
11 MR. McDONALD: Other than the one on
12 Halloween, correct?
13 MR. LIONEL: She was there he testified.
14 A. Yes, she was there.
15 BY MR. LIONEL:
16 Q. Did you have any discussions in October of
17 2008 with Ken Woloson --
18 A. Yes.
19 Q. -- about Nanyah Vegas?
20 A. Yes.
21 Q. More than one?
22 A. Yes.
23 Q. How many?
24 A. I can't say if it was five, six, seven, eight
25 or nine along with those drafts that we worked on, but

1 he and I put this agreement together, and we discussed
2 all the investors.
3 Mr. Woloson specifically requested that I
4 assist Mr. Rogich in getting all the investors to the
5 table where they wouldn't want to earn or demand any
6 profits or interest. He just wanted to pay them their
7 money back.
8 Q. I want to know about your conversation with
9 Mr. Woloson with respect to Nanyah Vegas.
10 A. That's what I just attempted to answer. If I
11 did a poor job, I apologize.
12 Q. Please take another crack.
13 A. When Mr. Woloson and I would discuss -- were
14 discussing Exhibit 1, we discussed all of the investors,
15 including Nanyah Vegas, and so we had multiple
16 discussions in regards to this agreement, Exhibit 1.
17 Okay?
18 I was actually -- at this time, I remember
19 many of the drafts were sent up to Lake Tahoe where I
20 was. I would speak to Mr. Woloson. Sometimes Melissa
21 was on the phone, usually. Every once in a while,
22 Rogich's CPA Pat Sanchez was on the phone as well. So
23 it was a conference call, Mr. Woloson, myself sometimes
24 individually, Mr. Woloson with myself and Melissa
25 Olivas, Mr. Woloson with Ms. Olivas and also

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1 Ms. Sanchez.
 2 We discussed this agreement several times,
 3 reviewed different drafts, discussed it. Nanyah Vegas
 4 was an integral part of this agreement. I wanted to
 5 make sure that all the investors showed up on the
 6 agreement.
 7 Even though at that time Mr. Rogich and I had
 8 put a company together and we had made \$30 million
 9 together, I trusted Mr. Rogich that he would honor what
 10 he told me, but I put it in the agreement just in case
 11 something happened to Mr. Rogich and his trust or
 12 anybody else would be responsible to pay these guys.
 13 And so we put them in the agreement, and Mr. Woloson and
 14 I discussed all the different members.
 15 At this point time, we didn't include Dunlap
 16 and Rietz because I believe Rogich had already paid
 17 them, and they accepted par value for what they had
 18 invested, and they were out. So we didn't include them
 19 in this agreement, but we discussed all the other
 20 members, including Nanyah Vegas, who we now know is Yoav
 21 Harlap.
 22 Q. After you got the money from Mr. Harlap in
 23 December of 2007, did you tell Mr. Rogich that you got
 24 that money?
 25 A. I did.

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1 Q. When?
 2 A. When we received it. When we received it or
 3 the next day.
 4 MR. McDONALD: Sorry. Just to clarify, you're
 5 referring to the Nanyah Vegas investment, right?
 6 MR. LIONEL: I'm talking about the money.
 7 MR. McDONALD: The money that Nanyah Vegas
 8 invested or just in general?
 9 MR. LIONEL: I'm talking about the money.
 10 MR. McDONALD: I'll object to the form then.
 11 MR. LIONEL: I wasn't aware he had invested
 12 any money. We'll get to that.
 13 MR. McDONALD: I'll object to the form.
 14 BY MR. LIONEL:
 15 Q. You had a conversation probably the next day,
 16 you say?
 17 A. It would have been the day of or the next day.
 18 Q. This conversation was where?
 19 A. It probably would have been telephonically.
 20 Q. What did you tell him?
 21 A. That the money had arrived.
 22 Q. You told him -- did you tell him how much it
 23 was?
 24 A. Of course.
 25 Q. Tell me the conversation, please, the best you

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1 remember it.
 2 A. The money arrived in the Eldorado Hills -- the
 3 money arrived. It's now in the Eldorado Hills account.
 4 There's \$1.5 million that we've been expecting for
 5 months now, and Mr. Rogich discussed the fact that Go
 6 Global had put in almost \$4 million of money or a little
 7 more than \$4 million into Eldorado, Hills, LLC, from the
 8 inception of Eldorado Hills, LLC, and at that point,
 9 Eldorado Hills, LLC, was going to try to pay Go Global
 10 back some of its money.
 11 So we discussed that transaction, Yoav Harlap,
 12 Nanyah Vegas investing into Eldorado Hills, Eldorado
 13 Hills owing Go Global money back. He agreed. Go Global
 14 got paid some of its money back. So Go Global ended up
 15 with two point something million dollars in Eldorado
 16 Hills, LLC.
 17 Q. The money from Mr. Harlap was wired. Is that
 18 correct?
 19 A. I believe so, yes.
 20 Q. Wired to where?
 21 A. It first went into Canamex Nevada, LLC, I
 22 believe.
 23 Q. What did you tell Mr. Rogich as to where that
 24 money was?
 25 A. I told Mr. Rogich that the \$1.5 million from

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1 Canamex Nevada, LLC, had now been transferred into
 2 Eldorado Hills, LLC's checking account.
 3 Q. That was the day after you got it, you say?
 4 A. It would have been the day of or the day
 5 after, and it could have been telephonically. It could
 6 have been at the office that I had an office at with
 7 Mr. Rogich. I don't remember.
 8 Q. You told him the money was -- had come into
 9 Canamex?
 10 A. Canamex, uh-huh.
 11 Q. You told him that?
 12 A. Yes.
 13 Q. And that the money had been transferred to
 14 Eldorado?
 15 A. Correct, which it was.
 16 Q. And you had done that?
 17 A. Right.
 18 Q. As soon as it came in?
 19 A. I believe so, yes.
 20 Q. The same day?
 21 A. Or the day after.
 22 Q. And you told him that, and what did he say?
 23 A. "Good job. Great. Let's keep going."
 24 Q. And you told him the money was for what?
 25 A. It was a capital contribution to Eldorado

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JA_006320

1 Hills, LLC.
2 Q. From whom?
3 A. At that point, it became Nanyah Vegas. It
4 wasn't just Yoav Harlap.
5 Q. Was it formed at that time?
6 A. Nanyah Vegas?
7 Q. Yes.
8 A. I believe so, yes.
9 Q. And you told him it was from Nanyah Vegas?
10 A. I believe so.
11 Q. For a capital contribution to --
12 A. Eldorado Hills.
13 Q. -- Eldorado Hills?
14 A. Correct.
15 Q. And he said "good" or something to that
16 effect?
17 A. Yeah. I just brought in a million and a half
18 dollars. It's a pretty good day.
19 Q. What else did you tell him?
20 A. I think that was all I told him, Mr. Lionel.
21 Q. Did you have any conversation -- further
22 conversation with him about that million and a half?
23 A. I believe it was mentioned in my previous
24 response. The million and a half just didn't come in as
25 a surprise. It didn't just arrive into our bank account

1 like poof. You know what I mean? It was planned. We
2 were expecting it.
3 So we had conversations about all the
4 investors, including Nanyah Vegas. So we were expecting
5 the million and a half to arrive. When wires are sent,
6 sometimes they don't get there the same day that the guy
7 says he sent it from overseas or the person or the lady
8 or the company. They might arrive the next day, but we
9 had been expecting his one and a half million dollars
10 for at least a month.
11 Q. So you called Mr. Rogich the next day or
12 whatever it was that a million and a half had come in?
13 A. Correct.
14 Q. Did you tell him that it came into the Canamex
15 Nevada account?
16 A. Yes.
17 Q. And that that was to be an investment in
18 Eldorado. Is that right?
19 A. Yes.
20 Q. Did you tell him anything else --
21 A. Not that I --
22 Q. -- besides what you just said?
23 A. Not that I recall.
24 Q. Did you have any further conversation with him
25 about the million and a half?

1 A. Not that I recall.
2 Q. And that was to be an investment. Is that
3 correct? And that was to be an investment in Eldorado?
4 A. Correct.
5 MR. LIONEL: Why don't we take a break.
6 (Recess taken.)
7 MR. LIONEL: Back on the record.
8 BY MR. LIONEL:
9 Q. Is it a fair statement that Nanyah Vegas was
10 never given a membership interest in Eldorado?
11 MR. McDONALD: Object to the form.
12 A. That is a technical question. I don't think I
13 have the knowledge to answer it. In my opinion, I think
14 that they should have been, but since the buyout
15 occurred basically within the year that they invested,
16 that was going to be undone by this buyout when Nanyah
17 Vegas was supposed to get paid back.
18 BY MR. LIONEL:
19 Q. No, do you know whether Nanyah Vegas had a
20 membership certificate?
21 A. No.
22 Q. You were manager at the time the money came in
23 to you?
24 A. Correct.
25 Q. And you don't know whether he got a membership

1 certificate?
2 A. No, I answered no, they didn't get a
3 membership certificate like a piece of paper. I agreed
4 with you that they didn't receive a certificate.
5 Q. Was there a reason it didn't?
6 A. Yeah, I think so.
7 Q. What's the reason?
8 A. At the time and throughout these years, we
9 managed these companies like very closely held
10 companies, family companies, trust, handshake type
11 situations sometimes. At one point, Mr. Rogich made
12 over \$11 million on one transaction.
13 Q. On Eldorado?
14 A. No, in another transaction that I was a member
15 in, and he didn't invest a penny, literally zero. I
16 invested like \$7 million, and I made the same amount as
17 Mr. Rogich. So sometimes we would agree to, "Hey, let's
18 go raise money. You raise what you can raise. I'll
19 raise what I can raise. We'll put it in the same
20 proverbial shoebox. We'll do the deal. Hopefully,
21 knock on wood, we all make money." So sometimes we
22 didn't give a piece of paper.
23 On that prior deal, Mr. Rogich didn't put any
24 money in. So he didn't get a piece of paper that he put
25 any money in, but he still was a partner and made money.

JA_006321

1 So in the case of Nanyah Vegas, the intention
2 was that they were going to become a member. Of course
3 they invested \$1.5 million. They ended up investing
4 very late in 2007. Technically speaking, should he have
5 received the membership to end the 2007 tax year? He
6 should have.
7 But he invested the \$1.5 million; then that
8 whole ANB Financial/FDIC situation surfaced; the fact
9 that Mr. Rogich had started to run out of money because
10 he said he gave all his money to his ex-wife, like \$8
11 million, and so we were scrambling a little bit to come
12 up with new financing, new loan, new investors. We had
13 just paid off a lot of money to Antonio Nevada in '07,
14 and so we didn't give him the certificate. The
15 intentions were that we would and we should have.
16 When Mr. Rogich came in with the Deus Ex
17 Machina, the cure all, let's fix it all, let's bring in
18 a new investor and we're just going pay everybody, I
19 said, "Okay, just pay everybody."
20 So we shook hands, we signed a piece of paper,
21 and he was going to buy everybody out, but he should
22 have received a certificate.
23 Q. Well, with respect to 2007 and the tax return,
24 why didn't you show him as a member?
25 MR. McDONALD: Object to the form.

1 A. The tax return for Eldorado Hills wasn't
2 completed until late '08. So we're talking about '07.
3 Many times when you're running these companies, you file
4 an extension before April 15, and then you file the
5 return. That would have occurred -- the tax return
6 probably wasn't completed until September of '08.
7 At that point, we were already talking buy
8 out, Eliades and his group coming in -- that's
9 E-l-i-a-d-e-s -- and I probably just wouldn't have kept
10 on top of the fact that Nanyah Vegas' money came in in
11 December instead of January, and I just forgot. So he
12 was going to buy -- he, being Mr. Rogich, was going to
13 buy out the investors. He bought out two of them, as
14 mentioned, and we didn't put him in.
15 But in the end, if you invest a million -- at
16 the end of the day, if you go in and you invest a
17 million and a half with me and you get back a million
18 and a half a year later, there really isn't even a tax
19 consequence. So you just get your money back. So we
20 didn't give him the certificate. Just forgot on when he
21 invested, whether it was December or January, there was
22 a lot of other things going on at the time.
23 Q. Mr. Dunlap was not an investor in Eldorado.
24 A. You're helping me make my point. I agree with
25 you. So was Mr. Rietz, yeah.

1 Q. They were investors in Go Global. They gave
2 the money to Go Global.
3 A. Who put the money into Eldorado Hills, LLC.
4 Q. Under their name, under Go Global.
5 A. Under Go Global, right, but Mr. Rogich wrote
6 checks back individually to Dunlap and Rietz, and he
7 didn't send it back to Go Global because that's the way
8 we manage our companies.
9 You know, I'm sure you might have situations
10 like that with your family members that maybe, "Hey,
11 invest some money with me. I'll get you some money
12 back." I do with my son, you know.
13 Q. Is there anything, any document that shows
14 that Nanyah Vegas was an investor in Eldorado?
15 MR. McDONALD: Object to the form.
16 A. Other than the bank statement for Eldorado
17 that we clearly received a million and a half dollars,
18 the purchase agreement that we referred to today,
19 Exhibit 1, shows that they invested a million and a half
20 dollars. Mr. Rogich signed that.
21 And then the other documents that we haven't
22 reviewed that were the TELD/Eliades agreements where
23 Nanyah Vegas is mentioned as an investor, or I forget
24 what they're called, qualified something or other -- I
25 think it's Exhibit D of that document that we signed

1 with the Eliades group -- they're mentioned in there.
2 So they were investors. The money went into Eldorado
3 Hills, LLC. \$1,500,000 went into Eldorado Hills, LLC.
4 The intention was that they would be a member in
5 Eldorado Hills, LLC.
6 BY MR. LIONEL:
7 Q. You testified that the million and a half had
8 come in by wire directly to the bank and that it would
9 show that it came from Nanyah Vegas. Is that correct?
10 A. The wire came into Canamex Nevada, LLC.
11 Q. When did you learn that?
12 A. I did in December of 2007.
13 Q. You testified this month that the wire came
14 into the bank on behalf of Nanyah Vegas.
15 A. Correct.
16 Q. That testimony was not correct, was it?
17 A. In terms of did the \$1.5 million go into
18 Canamex, or did it go into Eldorado, is that what you're
19 trying --
20 Q. The wire.
21 A. Yes, okay. Right, I may have not remembered
22 if it went directly into Eldorado Hills or Canamex
23 Nevada.
24 Q. So the million and a half came into Canamex
25 (sic).

JA_006322

1 A. Canamex, like Canada and Mexico.
2 Q. Canamex. I'm sorry. I'm aware of what it
3 stands for.
4 And you formed Canamex. It was your company,
5 right?
6 A. Right.
7 Q. And I believe you said you probably owned
8 half, 50 percent of the interest in there. Is that
9 correct?
10 A. That was the intention and then --
11 Q. Don't you know what you owned, what you had?
12 A. As we've discussed before, Canamex basically
13 never took off. So it didn't become a real substantial
14 entity. The intention of Canamex Nevada was to merge
15 with the Giroux property. That never occurred. We had
16 meetings about that with Ken Woloson and Melissa Olivas.
17 So the company never took off because of the
18 difficulty with ANB Financial and the FDIC. So I didn't
19 really remember who owned what in Canamex because in the
20 end, it really didn't matter because Canamex Nevada
21 never really got off of its feet. So we basically just
22 kept everything in Eldorado Hills, LLC.
23 Q. You testified that the million and a half came
24 in by wire to the bank in the name of Nanyah Vegas.
25 A. It came from Yoav Harlap and/or Nanyah Vegas.

1 I'm not sure the sender, what the name of the account
2 was on it. So...
3 Q. Let's assume that there is nothing in that
4 account which shows that the million and a half came
5 from Nanyah Vegas. Is there anything else -- what are
6 you looking at now? You shouldn't be looking at any
7 exhibits unless I'm giving it to you. Do you understand
8 that?
9 A. I'm looking at a piece of paper. Do you want
10 to see it?
11 Q. Sure.
12 A. Here you go. That's my piece of paper.
13 (Document handed to Mr. Lionel.)
14 Q. Okay. But I don't think you should be looking
15 at it now.
16 A. What was your question?
17 Q. The document you're looking at now, has it got
18 a number on there?
19 A. No, this is mine.
20 Q. Nothing in the right hand --
21 A. No, just a date.
22 Q. Did you look at these before you came today?
23 A. I printed this out just so I could have it
24 today because I figured you were going to ask me dates.
25 He's produced this to your associate.

1 Q. Is there any document which shows that the
2 million and a half came in from Nanyah Vegas as an
3 investment?
4 MR. McDONALD: Object to the form.
5 A. Okay. So you asked me this question more or
6 less in my opinion already. So I'm going to go back and
7 I guess I'm going to answer the same thing again.
8 We have a bank statement from Canamex Nevada
9 that shows a million and a half came in. That million
10 and a half came in from Nanyah Vegas and/or Yoav Harlap.
11 What it says in the actual wire detail I'm not sure, but
12 it will say something. I don't have that statement. I
13 thought I did, but I believe your associate has it. So
14 it should say that.
15 Then Canamex Nevada transferred the money
16 into -- all of it, all of the money into Eldorado Hills,
17 LLC. So we have a bank statement that shows a million
18 and a half didn't magically appear into Eldorado Hills'
19 bank account. Really, a million and a half dollars in
20 addition to the 2.6 million or something that Go Global
21 invested into Eldorado Hills over the years actually
22 went into Eldorado Hills, LLC. That's document Number
23 1. Document Number --
24 BY MR. LIONEL:
25 Q. No, no, no. Is there anything on that

1 document that says Nanyah Vegas?
2 A. I'm going to answer the question, and you can
3 ask me questions. My answer is, we have a million and a
4 half dollars that came into Eldorado Hills, LLC. I
5 don't know what the line item says as to who the sender
6 was. I don't remember. I don't have the documents in
7 front of me. If you put the document in front of me,
8 maybe I can answer it more clearly.
9 Then second to that bank statement we have the
10 agreement. We have Exhibit 1. It says Nanyah Vegas,
11 LLC. They should have been a member in Eldorado Hills,
12 LLC.
13 Q. The agreement doesn't say that, does it?
14 A. No, but the agreement does say, this Exhibit
15 1, that Nanyah Vegas did invest a million and a half
16 dollars.
17 Q. What says that?
18 A. This is SR002019.
19 Q. What does it say?
20 A. It has a list of four different entities.
21 Q. Four potential claimants?
22 A. Okay. And it says Exhibit A at the top.
23 Q. Uh-huh.
24 A. And then to the right of Nanyah Vegas, LLC,
25 where it says through Canamex Nevada, LLC, it says

1 \$1,500,000. That's the same exact amount that was
2 deposited in December of 2007 into the Eldorado Hills,
3 LLC, bank account.
4 So we called them potential claimants here.
5 They should have really been a member, but then we also
6 mentioned them again in the agreements with Eliades that
7 were signed in October of 2008. So there are documents
8 that state that he had money owed to him, or he was a
9 member. He should have had an investment right or
10 investment interest. What we call it now I don't know,
11 but certainly a million and a half was sent from
12 Mr. Harlap on behalf of his entity, Nanyah Vegas, LLC,
13 and Eldorado Hills, LLC, received that \$1,500,000.
14 So there's three documents I've mentioned to
15 you now. What they say specifically, I don't have one
16 of them, so I can't specifically answer your question.
17 Q. Are you sure that that interest for the
18 million and a half was not in the name of Canamex?
19 MR. McDONALD: Object to the form.
20 A. Yes, because we would have put Canamex Nevada
21 as the potential claimant on these agreements. So
22 because Canamex Nevada never really took off as I
23 described, we never merged with the Giroux property, and
24 we didn't go into the larger entity, we left everything
25 in Eldorado Hills, LLC, so Nanyah Vegas' interests just

1 stayed in the 160 acres instead of being part of the 300
2 acres that it would have become if we merged with the
3 Giroux land or the Giroux property.
4 MR. LIONEL: Would you read the question back,
5 please.
6 BY MR. LIONEL:
7 Q. Would you listen to the question, please.
8 A. Sure.
9 (Whereupon, the requested portion of the
10 record was read by the reporter.)
11 A. The answer was yes, I believe.
12 BY MR. LIONEL:
13 Q. And it was not in the name of Canamex?
14 A. Correct.
15 Q. Are you sure of that?
16 A. I'm pretty sure. Let's say I'm 99.9 percent
17 sure.
18 Q. All right. And I take it from your answer
19 that it was never transferred -- that if it was in the
20 name of Canamex, it was never transferred to Nanyah
21 Vegas?
22 A. Can you repeat that or reword that a little
23 bit, please?
24 Q. I'll withdraw it.
25 A. Deal.

1 Q. Did you ever notify Mr. Harlap that he had an
2 interest in Eldorado?
3 A. Yes.
4 Q. When did you tell him that?
5 A. Several times.
6 Q. Does he know about this lawsuit?
7 A. He does.
8 Q. Has he seen a copy of the complaint or the
9 amended complaint?
10 A. I believe so.
11 Q. When is the last time you talked with him?
12 A. I think January of 2014, of this year.
13 Q. Was he in Israel at the time?
14 A. Correct.
15 Q. When did you become aware that Mr. Rogich had
16 transferred his Eldorado interest to TELD?
17 A. This kind of goes in line with some of our
18 prior conversations. When Mr. Rogich indicated that he
19 had quote-unquote transferred his interest for free, he
20 wouldn't have said TELD. So, in other words, he would
21 have probably said Eliades or Pete, just like I'll refer
22 to Nanyah as Yoav. Okay? So I don't believe he ever
23 said TELD.
24 When he had -- when we had the conversation,
25 Sig and I, I believe it was in the fall, I want to say

1 October of 2012. Other than that conversation, I didn't
2 know anything prior to. He never said anything to me.
3 Q. What did he say to you at that time?
4 A. That he had transferred his interests, or I
5 don't know if he used those words exactly, but basically
6 he walked away from his investment in Eldorado Hills,
7 LLC.
8 Q. Was this on the telephone?
9 A. Telephone.
10 Q. He called you?
11 A. At the time, we had been talking regularly.
12 So I don't know if he called me or I called him. I was
13 in my Post Road office, though.
14 Q. At the time you talked with him?
15 A. In that fall of 2012, correct.
16 Q. And when he said he transferred his interests,
17 did he say to who he transferred it, to Pete or anything
18 like that?
19 A. He probably would have said Pete.
20 Q. And what did you say?
21 A. That was almost an afterthought of our
22 conversation. We were talking about something else and
23 dealing with something else predominantly. He kind of
24 mentioned that at the end. I said something to the
25 effect of, "That doesn't sound right; what did you get

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1 for it?" And he said, "Nothing," and I said, "Well, you
2 can't do that." So I said -- but I mean, it wasn't
3 really acrimonious. You know, I wasn't upset. I just
4 said, "You can't do that," and then he said, "Well, I
5 had to do it," and I said, "Well, we're going to have to
6 talk about it later, Sig," or, "I'm going to have my
7 lawyer look at that."

8 Q. Did he say why he had to do it?

9 A. I don't remember if he said what was the
10 reason. I kind of thought it was laughable.

11 Q. Why?

12 A. At this point, in 2012, the market started to
13 recover some. In terms of the market, I mean the real
14 estate market. The property had already been free and
15 clear of debt. So the FDIC had been paid. I already
16 knew that. So we have a 160-acre property with
17 utilities, an 89,000 square-foot warehouse, a
18 functioning gun club that's pretty successful. I know
19 that there's calls on the property from interested
20 buyers. I'm in real estate. So I'm aware.

21 And unless you're in a philanthropic mood,
22 which I haven't known Sig to be that often, you're not
23 going to walk away from a 40 percent interest in what's
24 potentially a 30 to 40 million-dollar asset without some
25 type of angle or some type of ulterior motive. You

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1 playing doubles at Wimbledon, you just don't serve the
2 ball in the stands on purpose. You're going to try to
3 hit it in the box. Sig didn't even hit his in the box,
4 didn't even try. That's why it's laughable.

5 Q. Well, these are your arguments.

6 A. Well, you asked me why was it laughable. So
7 now I think it's laughable, and I still think it's
8 laughable today because it's a multimillion-dollar
9 asset.

10 Q. Did you have any other conversations with
11 Mr. Rogich about his transfer?

12 A. I believe Mr. McDonald sent him a letter, and
13 then -- and then it was referred to a Spilotro attorney,
14 that's related to the famous Spilotro, who commented
15 back and gave us the same story, which was doubly
16 laughable because it actually came from a lawyer.

17 Q. Did you speak to Mr. Spilotro?

18 A. I don't think so. I think Mr. McDonald did.

19 Q. You don't know?

20 A. Mr. McDonald spoke to Mr. Spilotro.

21 Q. I take it you had no further conversation with
22 Mr. Rogich except the one time you testified to about
23 this?

24 A. I don't remember if we spoke again about it.

25 We may have.

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1 don't just walk away for free, you know, from a
2 multimillion-dollar investment, especially you don't do
3 it -- I think it's laughable -- especially you don't do
4 it when you know that there was a 2008 agreement, and
5 you had people that you had told, or specifically me,
6 that you would buy them out, and you never called them
7 on the phone prior to, kind of like almost, almost as
8 easy as if you and you I were going to dinner and you
9 got caught up and say, "Hey, Carlos, I can't make it
10 tonight; I apologize."

11 He never even called and said, "Hey, I'm
12 having these problems. I'm thinking about giving away
13 my interests." It's almost like, "We're not going to be
14 able to meet for dinner tonight." It's that simple to
15 do, and he doesn't call me and say, "I'm giving my
16 interest in a multimillion-dollar asset away for free"
17 and doesn't give me the opportunity to say, "Hey, I'll
18 take that. If you're going to give it away, I think I
19 would like it since you owe us the money," us being Ray,
20 the Ray Family Trust, and Alexander Christopher Trust or
21 Go Global and Nanyah Vegas, "since you owe us the money
22 anyway, I have a great idea for you, Mr. Rogich, how
23 about you just give me your 40 percent. That sounds
24 like a fair deal."

25 You don't just give it away. If you're

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1 Q. But you have no recollection that you did?

2 A. I had Mr. McDonald send him a letter, and then
3 they -- they copied each other back and forth. Whether
4 I spoke to Sig or not about this laughable event, I
5 don't remember.

6 Q. Who covered each other back and forth?

7 A. Letters, responses from Spilotro to the
8 McDonald Law Office, Brandon McDonald right here. There
9 was letters sent back and forth, maybe a letter, two
10 letters, and there was conversations.

11 So then Mr. McDonald would call me and let me
12 know about the conversation. I don't remember if Sig
13 was involved or I called Sig back about it.

14 Q. When did Mr. McDonald send the letter?

15 A. After the fall of 2012.

16 Q. After the fall?

17 A. The fall season of 2012, let's say around
18 October 2012, Mr. McDonald would have sent a letter to
19 Mr. Rogich, I believe, sometime after that, and then
20 somehow Mr. Spilotro got ahold of Mr. McDonald on behalf
21 Sig Rogich.

22 Q. And you've seen that correspondence?

23 A. I don't know. I think I might have just
24 spoken to Mr. McDonald about it. I don't think I have
25 seen it, no.

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JA_006325

1 Q. Do you know Peter Eliades?
 2 A. I've met him a few times.
 3 Q. Did you ever talk with him about Eldorado?
 4 A. No. I mean, only the time that we sat in the
 5 conference room at --
 6 Q. At Halloween?
 7 A. No, no, no. We actually sat in the conference
 8 room, I think -- is it Steel, Hector & Davis, or what's
 9 the other large law firm that he used over at Howard
 10 Hughes prior to Halloween and Mr. --
 11 Q. This would be in October of '08?
 12 A. Yes. So it was probably a week before, and we
 13 sat there for like four hours. I spoke to Mr. Eliades
 14 about it.
 15 Q. Talking to Mr. Eliades?
 16 A. Yes, not only Mr. Eliades but Mr. Flangas was
 17 in there, and Mr. Eliades' son was in there,
 18 Mr. Eliades' daughter who I think he owned the club with
 19 was in there, and the lawyers were in there, along with
 20 Sig and maybe Melissa Olivas, and so we talked about
 21 Eldorado quite a bit.
 22 Q. Why did you wait until July 2013 to sue?
 23 A. So I get a phone call, or Sig and I are
 24 talking in the fall of 2012, and he tells me that he
 25 gave away his interests. I almost don't even believe

1 him. Okay? I'm not going to explain that part again,
 2 but I almost don't believe him. So I said huh.
 3 Q. I didn't ask you about that.
 4 A. So -- okay. So the question that you asked me
 5 was why did I wait until July of 2013.
 6 Q. Yes.
 7 A. Okay. So I can't answer that with a yes or a
 8 no. So I have to tell you why I waited. So if you want
 9 to listen to my explanation --
 10 Q. I asked the question.
 11 A. But you're actually now interrupting me. So
 12 I'm going to tell you why I waited. Okay? So I told
 13 you that in October of 2012 Mr. Rogich and I speak. I
 14 almost don't believe him. He tells me this fact or
 15 fabrication, whatever, imagination. I don't know what
 16 it is. I haven't seen a document at the time that he
 17 gave away his interests. So I call Mr. McDonald.
 18 Mr. McDonald sends a letter. It takes awhile for them
 19 to respond. It takes awhile for Mr. Rogich and/or
 20 Mr. Spilotro to respond.
 21 There is some communication back and forth. I
 22 eventually go over to Mr. MacDonald's office maybe in
 23 the spring of 2013. It wasn't an emergency. The
 24 building isn't on fire. So we finally talk. "Hey, what
 25 are we going to do about this? Are these guys" -- I

1 asked Mr. McDonald, "Is there any chance that we
 2 compromise, or any chance that he's going to pay us, any
 3 chance that he's going to retract what he said?"
 4 "It doesn't seem like it," Mr. McDonald
 5 answers, and says, "Mr. Spilotro is basically holding
 6 firm on the same story that you've told me, Carlos," and
 7 I said, "Hum. So what are we going to do? Do we have
 8 to sue him?" And Mr. McDonald said, "Yeah, we probably
 9 have to sue him."
 10 By the time that he got to it, it was July
 11 2013.
 12 Q. Is there any provision in the agreement about
 13 transferring interests, doing what Mr. Rogich did?
 14 MR. McDONALD: Object to the form, calls for a
 15 legal conclusion.
 16 A. You have to ask a lawyer that question. I
 17 don't understand if there is a provision fully. My
 18 understanding of the agreement is that if Mr. Rogich
 19 receives money for his interest, he's supposed to pay me
 20 from the moneys that he received.
 21 I believe that Mr. Rogich probably did receive
 22 something, but that's now become conveniently nebulous
 23 or gray or unknown or private or under the table. So is
 24 there -- if he received something, he's supposed to pay.
 25 Is there something in here that says Mr. Rogich isn't

1 supposed to come up with this great idea to screw his
 2 partners out of money? No, it doesn't say that.
 3 BY MR. LIONEL:
 4 Q. Well, I'd like a straight answer, yes or no.
 5 Is there any provision in the agreement against
 6 transferring his interests?
 7 MR. McDONALD: Objection.
 8 A. My straight answer is my understanding of the
 9 agreement is that I and the other investors are supposed
 10 to get paid by Mr. Rogich when Mr. Rogich receives
 11 something. So in my understanding, the whole agreement
 12 is a provision that says he's not supposed to give away
 13 his interests for free in a multimillion-dollar
 14 property. The whole Exhibit 1 is a provision. That's
 15 my answer.
 16 BY MR. LIONEL:
 17 Q. That's all you know. I mean, you've read
 18 that. You understand the agreement. Is there such a
 19 provision?
 20 A. My answer is this entire Exhibit 1 should
 21 serve as a provision that Mr. Rogich isn't to magically
 22 make equity disappear in a multimillion-dollar asset.
 23 Again, let me be clear. This entire Exhibit 1 serves as
 24 a provision.
 25 Q. Can you point it out? The entire agreement?

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1 A. The entire agreement. \$1.5 million in Nanyah
2 Vegas, 3.36 million to Antonio Nevada, my \$2.7 million
3 is invested. The entire agreement is a provision in my
4 opinion.
5 Q. Besides what you're saying now, can you point
6 to any specific provision that says he couldn't
7 transfer?
8 A. Do you want to read the whole agreement?
9 Q. No.
10 A. Okay. Well, then, I haven't read it in a year
11 I said. So I can't point to it right now. It's like 13
12 pages. No, I can't point to it. I think you guys are
13 probably better off reading it in your own offices
14 later, but if you want to read it, we can read it. I'm
15 happy to.
16 Q. At the time of the negotiation of the
17 agreement, was there any discussion about having a
18 provision in there about transfer of interests?
19 A. Yes.
20 Q. When was that discussion?
21 A. With Mr. Rogich and Mr. Woloson, that they,
22 they, Mr. Rogich, would retain an interest in Eldorado
23 Hills, LLC, and before any of those interests were sold
24 or conveyed, that they needed to pay us these amounts of
25 money in order to convey those interests away.

1 Q. And where was this discussion?
2 A. Mr. Woloson and I would speak on the phone
3 frequently when we were drafting this agreement. I
4 mentioned earlier I was in Lake Tahoe for a good portion
5 of that time, and Mr. Rogich and I met in his office
6 frequently.
7 Q. Why wasn't such a provision put in the
8 agreement?
9 A. For a man of Mr. Rogich's experience and
10 business reputation, it was really not conceivable to us
11 at the time that he would actually just give away his
12 interests for free, and we still don't believe he gave
13 it away for free.
14 So you have been in law long enough. I think
15 you've made your own investments. You can't think about
16 seven years in advance and what some guy might get an
17 idea about, a harebrained idea that can lead to all
18 kinds of different consequences later on that you don't
19 think of in 2006 or 2007 or 2008.
20 You do the best that you can. You put
21 together an agreement that you think is fair. You put
22 together an agreement that you think is logical. An
23 attorney participated in it. If that attorney, being
24 Mr. Woloson, had the intention to pull a fast one on the
25 investors, I didn't think that he would do that.

1 Q. And that's why it wasn't put in?
2 MR. McDONALD: Object to the form.
3 A. You can include my whole answer. I don't want
4 to repeat my whole answer, but my whole answer, yes, I
5 think that's why it wasn't put in, because we could not
6 conceive that Mr. Rogich would actually walk away from
7 this investment for nothing, just couldn't think about
8 that. We didn't think about that.
9 BY MR. LIONEL:
10 Q. Would you have liked to have had such a
11 provision in the agreement?
12 MR. McDONALD: Object to the form.
13 A. I would rather have the \$4.5 million that my
14 investors and I put in the deal, but otherwise, yes, I
15 would like to have an additional line, and I'd actually
16 like to have it in 15 times preferably because now you
17 and I know that redundancy is better than not having it
18 at all.
19 So I would not only like to have it once, I
20 would like to have it multiple times, but I'd rather
21 have the \$4.5 million and all the legal fees that it
22 takes to get there.
23 BY MR. LIONEL:
24 Q. Do you believe Mr. Rogich would have agreed to
25 such a provision?

1 A. Yes. Mr. Rogich promised that he would pay us
2 all back. So why wouldn't he have agreed to that?
3 Q. Are there any circumstances that would justify
4 his having the right to transfer that without getting
5 any consideration?
6 MR. McDONALD: Object to the form. It calls
7 for a legal conclusion.
8 THE WITNESS: Can you read that question back,
9 please?
10 (Whereupon, the requested portion of the
11 record was read by the reporter.)
12 A. In my opinion, no, absolutely not.
13 BY MR. LIONEL:
14 Q. Suppose the value of the property would be
15 stagnant and it was expensive to maintain the property?
16 A. Absolutely not is the answer. Mr. Rogich,
17 just like you would have had the common courtesy to tell
18 me you weren't going to show up to dinner, would have at
19 least called and said, "Hey, Carlos, Nanyah Vegas and
20 Robert Ray and yourself are owed a bunch of money. I'm
21 thinking about just walking away. I'm thinking about
22 just not going to dinner because my wife has me doing
23 stuff at the house. Are you cool with that? How about
24 you just take it? If you want to go to dinner without
25 me, go to dinner or not. If you want to take my

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1 interest for free, I'll just sign it over to you." That
2 would be common courtesy to at least give us the
3 opportunity.
4 Q. You're arguing with me.
5 MR. LIONEL: I move to strike the answer.
6 A. I'm giving you an answer. I'm giving you an
7 answer, Mr. Lionel. You asked me a question. I was
8 giving you an example and an analogy.
9 BY MR. LIONEL:
10 Q. You were giving me an argument.
11 A. No, I was giving you an example and an analogy
12 of common courtesy. You asked me if there's any
13 circumstance that Mr. Rogich would walk away from this
14 investment because the maintenance was too high or the
15 property had become stagnant.
16 Let's break down the word stagnant now.
17 Stagnant means that it doesn't move, right? Not that it
18 goes down in value. Stagnant means that it doesn't
19 move. That means if an asset is worth \$30 million and
20 it remains stagnant, that asset is still worth \$30
21 million.
22 Take it to \$35 million. Maybe a home builder
23 wants to buy it for \$35 million at one point. So it
24 remains stagnant. It didn't go down from \$30 million to
25 zero. I would have liked to take it even if he thought

1 it was worth zero because I don't trust Mr. Rogich's
2 opinion on real estate values as much as I do my own,
3 but stagnant means that it wouldn't have moved down. It
4 didn't move down. I would have liked my interest in a
5 \$30 million property, not just a pure walkaway, saying,
6 "Hey, sorry, man, I walked away because it was
7 convenient." So stagnant means it's still worth
8 something.
9 Q. Supposing the property value went down?
10 A. I still would have a decent interest. So it
11 goes down from 30 million to what? Pick a number, 10,
12 15, 22, 23.587. It goes down to some kind of millions.
13 A 160-acre piece of property with an 89,000 square-foot
14 warehouse that TELD himself, Mr. Eliades, paid FDIC \$10
15 million for to buy the note I doubt would be worth
16 negative. It definitely is going to be worth something.
17 I'm in business. I'd rather have something
18 instead of nothing. So if it went down in value, I
19 still raise my hand and say I'll take my interests.
20 There's also a functioning gun club on that
21 property that actually should bring in rent. So you're
22 aware of that as well. I think the gun club does pretty
23 well. So it must make some kind of money. Otherwise
24 you wouldn't have the business there for five years, six
25 years. Desert Lake Shooting Club or something.

1 MR. LIONEL: Would you mark this next exhibit,
2 please.
3 (Exhibit D was marked.)
4 MR. McDONALD: Sam, can I take a quick break
5 to go to the restroom?
6 MR. LIONEL: Sure.
7 (Recess taken.)
8 MR. LIONEL: Back on the record, please.
9 BY MR. LIONEL:
10 Q. I've given you a copy of Exhibit D, which is a
11 bank statement for Nevada State Bank. It shows in the
12 upper right-hand corner it's a statement which covers a
13 period for most of December, December 3rd to December
14 31, 2007. Is that correct?
15 A. Yes.
16 Q. And this was sent to -- it shows an account of
17 Canamex Nevada, LLC, Carlos Huerta, 3060 East Post Road,
18 Suite 110, Las Vegas. Is that correct?
19 A. Correct.
20 Q. And it shows a deposit under a section called
21 deposits/credits that on 12/6 a million and a half
22 dollars wire/in-200734000332-org Yoav, Y-o-a-v, Harlap,
23 H-a-r-l-a-p, semicolon, OBI, Attention: Melissa Dewin,
24 D-e-w-i-n, 1501200037. Is that correct?
25 A. Yes, sir.

1 Q. And further down it says Check Number 92;
2 date, 12/10; amount, a million and a half dollars. Is
3 that correct?
4 A. Correct.
5 Q. And that was wired in to Canamex Nevada, care
6 of you, I guess, or something. Is that a fair
7 statement? Wired in -- whose account was this? Was
8 this Canamex account or Carlos Huerta?
9 A. It's Canamex, C-a-n-a-m-e-x, Nevada, LLC. It
10 was wired into that account. It's just the mailing
11 address is me, Carlos Huerta, but the name of the
12 company and the account was under Canamex Nevada, LLC.
13 Q. Thank you.
14 A. You're welcome.
15 Q. Do you know who Melissa Dewin was?
16 A. I believe she is a banker at Nevada State
17 Bank, or was. I don't know if she still works there.
18 Q. Did you give Mr. Harlap instruction to send --
19 wire this money in to her attention?
20 A. Yes. I don't think that that's her whole
21 name, by the way. I think it cuts it off.
22 Q. The name of the account was Canamex Nevada,
23 LLC?
24 A. Yes, sir.
25 Q. And that was an account that you had open,

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1 correct?

2 A. Yes.

3 Q. And you had instructed Mr. Harlap to send the

4 money -- wire the money to that account. Is that

5 correct?

6 A. Yes.

7 Q. And when you had testified earlier this month

8 that the million and a half was sent by Mr. Harlap by

9 wire to Nevada State Bank to the account of Eldorado,

10 you were mistaken. Is that correct?

11 MR. McDONALD: Object to the form.

12 A. I just -- at the time, I don't think that I

13 remembered if it went into Canamex Nevada or to Eldorado

14 Hills, LLC. So I was not sure at the time whether it

15 went into one or the other.

16 You had asked me about that via or through

17 Canamex Nevada, LLC, parentheses, in that agreement, and

18 that kind of jarred my memory about Canamex Nevada. So

19 I just wasn't sure at the time, but \$1.5 million did go

20 into Canamex Nevada, and then the \$1.5 million was

21 deposited into Eldorado Hills, LLC.

22 BY MR. LIONEL:

23 Q. We talked about the check process, Check

24 Number 92 dated 12/10 for a million and a half dollars,

25 and if you look at the next page, which is Plaintiffs

1 00120, it has what appears to be the check. Is that

2 correct?

3 A. What are you saying about 00120?

4 MR. McDONALD: There (indicating).

5 A. Oh, that's the Bates number. I was looking up

6 at the top.

7 BY MR. LIONEL:

8 Q. Sorry.

9 A. I kept looking for that number and couldn't

10 find it. I lost track of what you were saying.

11 Q. Sorry.

12 A. No, it's my fault.

13 Q. But that's a copy of the million and a half

14 check that you drew out of the Canamex Nevada bank

15 account --

16 A. Exactly.

17 Q. -- to Eldorado. Is that correct?

18 A. Yes, sir.

19 Q. So the money was not wired to that account.

20 It was put in that account by your check?

21 A. Correct.

22 MR. LIONEL: The next exhibit is D?

23 THE REPORTER: E.

24 (Exhibit E was marked.)

25 BY MR. LIONEL:

1 Q. I'm giving you a copy of Exhibit E.

2 A. This is Exhibit E?

3 Q. Yes, that is a statement of the account at

4 Nevada State Bank, and it covers a period of the month

5 of December 2007, correct?

6 A. The Eldorado Hills account?

7 Q. Yes.

8 A. It's the Eldorado Hills Nevada State Bank

9 statement for December 2007.

10 Q. And it was sent to Eldorado Hills at your 3060

11 East Post Road, Suite 110?

12 A. Yes.

13 Q. And you received it?

14 A. Yes.

15 Q. And it shows under deposits/credits December

16 '07, there was a million and a half in the account,

17 correct?

18 A. Yes, under deposits and credits in the middle

19 of the page. Are you looking there?

20 Q. Yes.

21 A. Correct.

22 Q. And just below it, charges and debits, it

23 shows on 12/10 \$1,450,000, indicating an internet

24 transfer to DDA, and there are numbers and letters after

25 that. Is that correct?

1 A. Yes, on December 10, correct.

2 Q. And it shows the last series of entries on the

3 page that on 12/04 the balance in the account was

4 \$1,870.51, and on 12/07, it was \$1,501,870.51. Is that

5 correct?

6 A. That's right.

7 Q. And the next page of the exhibit it shows in

8 the upper left-hand corner what they use as a net

9 deposit credit. It shows a million and a half dollars.

10 Is that correct?

11 A. Yes.

12 MR. LIONEL: Now we come to Exhibit F, one for

13 you, Ms. Reporter, and one for you.

14 (Exhibit F was marked.)

15 BY MR. LIONEL:

16 Q. This is a bank statement of Nevada State Bank

17 for the month of December of 2007. The bank statement

18 of Eldorado Hills, LLC, was sent to the -- to it,

19 Eldorado Hills, LLC, at 3060 East Post Road, Suite 110.

20 Did you receive it?

21 A. Yes, sir.

22 Q. And halfway down the page it says money market

23 account-business 612029199. It shows previous balance

24 2,373.22; deposits/credits, \$1,450,779.35, and it shows

25 checks processed, 1,420,000. Is that correct?

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1 A. Yes, correct.

2 Q. And then below that it shows deposits/credits,

3 12/10, \$1,450,000, internet transfer from DDA, and on

4 12/31, \$779.35 as an interest payment on apparently the

5 million four fifty, I guess.

6 A. Correct.

7 Q. And that million four fifty came from the

8 million and a half that had been deposited by your check

9 from Canamex Nevada, correct?

10 A. Correct.

11 Q. And below it says check processed on 12/14,

12 \$1,420,000.

13 MR. LIONEL: Off the record.

14 (Whereupon, there was a discussion off the

15 record.)

16 BY MR. LIONEL:

17 Q. That \$1,420,000 check processed, that was a

18 check that you drew on the money market account of

19 Eldorado payable to Go Global. Is that correct?

20 A. I believe so, yes.

21 The most incredible thing here is that we used

22 to earn 4.53 percent interest at the bank in 2007.

23 Q. I noticed that.

24 A. That doesn't happen anymore.

25 MR. LIONEL: Counsel, don't we have a copy of

1 the check?

2 MR. McDONALD: Of the check itself?

3 MR. LIONEL: Yes.

4 MR. McDONALD: I don't know. Do you still

5 have a copy of the check itself?

6 MR. LIONEL: The documents you gave me today

7 just indicate on the account -- I'm sorry.

8 THE WITNESS: I don't recall having a copy of

9 that check. I don't even know if we had official checks

10 for the money market account, but it could have been

11 maybe a counter check or a cashier's check, but I don't

12 remember. I haven't seen it lately.

13 MR. LIONEL: Would you mark this as the next

14 exhibit. Is it G?

15 THE REPORTER: Yes.

16 (Exhibit G was marked.)

17 THE WITNESS: Excuse me one minute.

18 BY MR. LIONEL:

19 Q. Your lawyer delivered this morning at the

20 beginning of the deposition two pages which contain a

21 bank statement of Go Global, Inc., for December 2007

22 which shows on 12/14 a deposit of \$1,420,000. Do you

23 have a copy of that?

24 A. No.

25 MR. McDONALD: I didn't make copies of it.

1 A. Not with me, I mean.

2 BY MR. LIONEL:

3 Q. Okay. Exhibit G is a two-page document. The

4 second page shows or purports to be a copy of a

5 withdrawal of \$1,420,000 on 12/14/07 and bearing the

6 notation "per e-mail request from Carlos Huerta,

7 transfer from" an account number, I assume, "612024471."

8 Would you look at that?

9 A. Sure. Okay.

10 Q. Is that correct the way I described it?

11 A. Yes.

12 MR. LIONEL: After lunch, we can do this. Why

13 don't we take a break now for lunch.

14 MR. McDONALD: Okay.

15 (Recess taken.)

16 BY MR. LIONEL:

17 Q. Mr. Huerta, do you have a general ledger for

18 the period that you were at Eldorado?

19 A. Yes, and it should be produced to you, and if

20 it hasn't, it should be soon.

21 Q. It has not.

22 MR. McDONALD: Which one, the general ledger?

23 MR. LIONEL: Yes.

24 A. But yes.

25 BY MR. LIONEL:

1 Q. For what period is that general ledger?

2 A. Um, it should be from '06, and probably the

3 middle of '06 when it started, and at one point maybe to

4 the end of 2008 or near the end of 2008, I believe.

5 Q. And it would include entries in the QuickBooks

6 with respect to Mr. Harlap's million and a half,

7 correct?

8 A. I didn't maintain that general ledger

9 personally, so I can't answer you that question as if I

10 did it on my own, but I'm presuming that it would

11 contain that transaction.

12 Q. When is the last time you saw that general

13 ledger?

14 A. Not that long ago. I gave it to

15 Mr. McDonald's office, but I didn't sit there and

16 examine it. I just gave it to his office. You know

17 what I mean? I didn't look at it in terms of the

18 details.

19 MR. McDONALD: I think I just recently got it.

20 So I was reviewing it. I'll probably -- I can get it to

21 you by the end of this week.

22 MR. LIONEL: Okay.

23 THE WITNESS: Ms. Olivas has it as well.

24 BY MR. LIONEL:

25 Q. In October of 2008, did Mr. Woloson ask for

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1 your assistance for information with respect to Eldorado
2 investors?

3 A. When you say ask for my insistence --
4 Q. Yes.
5 A. -- I'm not sure what you mean by that.
6 Q. Did he ask you about it?
7 A. Yes.
8 Q. And did you give him information?
9 A. Yes.
10 Q. What was the form of the information?
11 A. I don't remember, but a lot of it was speaking
12 over the telephone.
13 Q. Was there anything in writing like e-mails or
14 anything like that?
15 A. Between Mr. Woloson and I?
16 Q. Yes.
17 A. Specific to the investors I don't remember,
18 but I would suspect there were some e-mails about them.
19 Q. What?
20 A. I would suspect there were some e-mails about
21 it -- about them.
22 MR. LIONEL: Would you mark this.
23 (Exhibit H was marked.)
24 BY MR. LIONEL:
25 Q. Exhibit H is a two-page e-mail bearing Bates

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1 Number SR002047 and 48. Is this an e-mail that you sent
2 to Melissa Olivas?
3 A. And to Sig Rogich.
4 Q. And cc'd to Sig Rogich.
5 A. So the answer is yes.
6 MR. LIONEL: This would be I, Ms. Reporter.
7 THE WITNESS: You see up there Eldorado Hills,
8 and it says Investor. Below are the names. I'm not
9 sure if Mr. Woloson received a copy of this or not.
10 MR. LIONEL: This will be I.
11 (Exhibit I was marked.)
12 BY MR. LIONEL:
13 Q. I show you what has been marked Exhibit I, a
14 one-page exhibit bearing Bates Number SR002049 which
15 appears to be an e-mail that you did send to Mr. Woloson
16 with a copy to Ms. Olivas, and off the record, I've lost
17 my voice somewhere.
18 A. That's all right. We can hear you well.
19 Q. Is this an e-mail that you sent?
20 A. It is.
21 Q. Would you look at it. I'm going to ask you a
22 few questions.
23 A. Sure.
24 (Witness examined document.)
25 Q. I'm looking at what's apparently the fourth

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1 paragraph which says, "In regards to Nanyah, you are
2 right; they are in Canamex."
3 What were you referring to?
4 A. Not Nanyah.
5 Q. And it says, "You are right; they are in
6 Canamex."
7 A. Yes.
8 Q. Were you talking about his investment, the
9 Harlap investment?
10 A. Correct.
11 Q. Was, in fact, in Canamex?
12 A. Correct, correct.
13 Q. Not in Eldorado?
14 A. Correct.
15 Q. But that was when -- I better read the whole
16 sentence.
17 "In regards to Nanyah, you are right; they are
18 in Canamex, but that was when we were pretty sure, as
19 per Sig, that Dr. Nagy was coming in as an investor
20 (when you, Melissa, Craig, and I met in your old
21 office.)" What's that about?
22 A. Well, I didn't remember this e-mail when we
23 were talking about it earlier, but it's consistent with
24 everything that I said earlier. It actually goes on,
25 and it reads how we need to transfer Nanyah's --

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1 Q. I know what it reads. Would you explain the
2 part I just read to you.
3 A. So, yes, but you asked me to explain it. So
4 that's what I'm trying to do.
5 So Dr. Nagy is a guy that I did not know, but
6 now I recall, thanks to this e-mail, that this was Sig
7 Rogich's investor who he never brought to the table. I
8 was bringing Yoav Harlap. Mr. Rogich was brining
9 Dr. Nagy. Dr. Nagy never ended up investing, but it
10 shows that we were working in unison to try and bring
11 investors to our project.
12 So Nagy is a guy that Sig was going to bring
13 as an investor, as I brought Yoav Harlap. So we were
14 going to bring both Nagy and Harlap into Canamex. We
15 already explained that, I think, ad nauseam what
16 happened to Canamex. Nagy never came in. Sig walked
17 away with Eldorado with his purchase agreement to buy
18 out the investors.
19 Q. The next line, "We'll have to, somehow,
20 transfer Nanyah's interests to Eldorado, since the
21 intentions of taking their one and a half million was to
22 really be an investment into the 160-acre property, not
23 necessarily in a phantom company."
24 Does that support the fact that Nanyah's
25 interests was not in Eldorado but was in Canamex?

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1 MR. McDONALD: Object to the form.
2 A. I disagree with you. I disagree with your
3 statement.
4 BY MR. LIONEL:
5 Q. What do you disagree with, what part of my
6 statement?
7 A. That the \$1.5 million that Yoav Harlap and/or
8 Nanyah provided actually ended up in Eldorado Hills,
9 LLC. Eldorado Hills, LLC, benefitted from the
10 \$1,500,000. Eldorado Hills accepted the \$1,500,000. So
11 the money that was sent into Canamex basically ended up
12 in Eldorado Hills, LLC's account.
13 So Nanyah's or Harlap's investment should be
14 credited, and he should have been made a member, and I'm
15 actually detailing that out to Mr. Woloson very, very
16 similar to what I explained earlier when you were asking
17 me questions before lunch.
18 Q. But on October 25, 2008, when you sent this
19 e-mail, was Mr. Harlap's interests in Canamex or
20 Eldorado?
21 A. It should be in Eldorado.
22 Q. But it was, in fact, in Canamex, wasn't it?
23 A. I think it should have been in Eldorado. The
24 document wasn't signed. We didn't prepare an agreement.
25 So his interest was in Eldorado. Just because there

1 wasn't a certificate doesn't mean he doesn't have an
2 interest in the company.
3 When Sig Rogich paid \$50,000 to Craig Dunlap,
4 Craig Dunlap didn't have a certificate. So like I said,
5 these companies were not operated like a nationally
6 rated FDIC bank or a law firm. They were closely held.
7 We dealt with friends and family or people that we knew.
8 We didn't always give a certificate. We didn't always
9 properly document everything.
10 The million and a half went into Eldorado
11 Hills, LLC, and I maintain that Nanyah Vegas' interest
12 should have been in Eldorado Hills, LLC.
13 Q. But it was, in fact, in Canamex?
14 A. I say that it's in Eldorado.
15 Q. Well, let me read the first sentence in this
16 paragraph or part of it.
17 "In regards to Nanyah, you are right; they are
18 in Canamex." Was that right? Is that what you said?
19 A. That's what's typed there, yes. You just read
20 verbatim what that sentence says.
21 Q. That's my best reading. That's what it says,
22 doesn't it?
23 A. It says that, but the meaning of it -- you
24 have to read the whole paragraph, not just the one --
25 you know, first ten words in the sentence.

1 Read the whole paragraph, and let's talk about
2 what happened with the whole deal to get a big-picture
3 understanding of what happened with the transaction.
4 You can't just read one little sentence.
5 Q. I don't need a speech. I don't need a speech,
6 Carlos.
7 "We'll have to somehow transfer Nanyah's
8 interest to Eldorado." What did you mean by that?
9 A. I think that's pretty clear. We need to move
10 Nanyah's interests into Eldorado Hills to correctly
11 reflect the \$1,500,000 that Eldorado Hills benefitted
12 from.
13 Q. Do you have Exhibit B there? That's the
14 purchase agreement and the complaint.
15 A. Yes.
16 Q. I'm going to go through some portions of this
17 complaint and ask some questions.
18 Would you look at Page 3, please?
19 A. Of the complaint?
20 Q. Yes.
21 A. 2003 or just Page 3?
22 Q. Page 3.
23 A. General Allegations?
24 Q. Paragraph 12, that's correct.
25 "Upon information and belief, sometime in

1 2012, Rogich conveyed his membership interest in
2 Eldorado to TELD, LLC."
3 And when I say Rogich, we're talking really
4 about his family trust. You understand that?
5 A. I'll take you at your word, but, no, I --
6 Q. No, you don't have to take me at my word. Are
7 we talking about Mr. Rogich here, or are we talking
8 about his trust, family trust?
9 A. One or the other. I don't know which one.
10 We're suing both of them, right, and Eldorado Hills,
11 LLC?
12 Q. No.
13 A. What?
14 Q. You're not.
15 A. We're not suing Sig Rogich?
16 Q. That's correct.
17 A. Okay. So it's his family trust then.
18 Q. Fine. And every place when I say Rogich in
19 here, reading from the amended complaint, it's a
20 reference to his family trust.
21 A. Okay.
22 Q. What was the information that you talk about
23 there?
24 A. We already discussed this. This is when Sig
25 Rogich and I spoke in around October of 2012. He told

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1 me that --
 2 Q. All right. It was from Mr. Rogich that you
 3 testified to. Is that correct?
 4 A. Yes.
 5 Q. Fine. It says, "Rogich failed to inform
 6 Huerta and Go Global of his intentions to transfer all
 7 the acquired membership interest in Eldorado to TELD,
 8 and was only informed after the transfer had in fact
 9 occurred."
 10 Now, what I'm asking you now is what provision
 11 or term in the agreement required him to inform you or
 12 Go Global?
 13 A. I'm going to give the same answer as before.
 14 You have to read the entire agreement. When you say
 15 that you're going to pay somebody back, it doesn't
 16 really matter how you pay them back. He's supposed to
 17 pay us back money. If it comes from Eldorado and he
 18 wants to pay it from Eldorado, have him pay it from
 19 Eldorado, but the fact that he gave away the only
 20 interest that the investors, including myself, had to
 21 point at without telling us is, I think, in violation of
 22 the spirit of the agreement.
 23 Q. But is there any specific provision that says
 24 he was required to inform you?
 25 A. The entire purchase agreement is a provision

1 in my opinion. So, yes, it is in violation of the
 2 entire agreement.
 3 Q. Is there any specific provision?
 4 A. I don't know. If we want to read the whole
 5 thing, we can do that. I don't know of a specific
 6 provision. The entire agreement says he's supposed to
 7 pay back money. He took \$4.5 million and then gave it
 8 away for free without telling us.
 9 Q. Paragraph 13, "That by conveying the
 10 membership interest to TELD, Rogich breached the
 11 agreement," and I'm asking you whether there's any
 12 specific term in there that said he could not convey the
 13 interest?
 14 A. The whole entire agreement is a provision.
 15 Q. But no specific provision?
 16 A. We would have to read the whole thing.
 17 Q. You want to read it? Go ahead.
 18 A. Do you want me to read it?
 19 Q. Go ahead if --
 20 A. No, I don't want to read it. I'm saying the
 21 whole agreement is a provision. I've read it before.
 22 Q. I understand your answer. What you're saying
 23 is, if I'm correct, there is no specific term. You
 24 believe the entire agreement supports that he had an
 25 obligation?

1 A. That's right.
 2 Q. Fine. Now, I'm going to read another sentence
 3 in that Paragraph 13.
 4 A. Okay.
 5 Q. "Eldorado received the benefit of the debt,
 6 which formerly represented the membership capital
 7 account of Huerta and Go Global, as they were enabled to
 8 use those capital funds for their own benefit without
 9 providing any benefit to Huerta and Go Global."
 10 Please explain to me what those capital funds
 11 are you're referring to in there.
 12 A. They are mentioned on Page 10 of the purchase
 13 agreement, and they are mentioned on Page 2 of the
 14 purchase agreement in 2(a) -- that's Exhibit B -- that
 15 Sig Rogich initialed.
 16 Q. That is capital -- referring to capital funds?
 17 A. Yes, money.
 18 Q. How much money are we talking about?
 19 A. Well, Go Global invested and had \$2.747
 20 million or so, thereabouts, about \$2.7 million, and the
 21 other investors had respectively, that I was responsible
 22 for, about \$1.8 million, a little bit more.
 23 Q. Well, we're talking about the capital accounts
 24 of Huerta and Go Global here, and I'm asking you when
 25 you say they were enabled to use those capital funds,

1 are you talking the 2 million 7, that in some way
 2 Eldorado was able to use those funds?
 3 A. Yes.
 4 Q. Was that capital cash that was there that they
 5 could use or something, a credit or something?
 6 A. They were moneys sent either via check or
 7 wire, not actual cash but money deposited into Eldorado
 8 Hills' bank account which Eldorado Hills used to
 9 purchase the 160 acres and to maintain the 160 acres and
 10 to begin developing the 160 acres that Eldorado Hills,
 11 LLC, owns still today, to my knowledge, unless they've
 12 sold it.
 13 Q. At the time of the agreement in October of
 14 2008, you and Go Global had a capital account, right?
 15 A. Yes.
 16 Q. And the capital account had this 2 million 7?
 17 A. Right.
 18 Q. And explain to me how they were able to use
 19 that capital account.
 20 MR. McDONALD: I believe that's been asked and
 21 answered.
 22 A. They used it to purchase the property and
 23 maintain the property that Eldorado Hills, LLC, owns.
 24 BY MR. LIONEL:
 25 Q. That was before October of 2008?

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1 A. Correct.

2 Q. Okay. Paragraph 15 you're talking about

3 Nanyah, even though it talks about Nanyah and Ray.

4 You say -- I'll withdraw.

5 Paragraph 17, "While Ray's interests in

6 Eldorado are believed to have been preserved, despite

7 contrary representation by Sigmund Rogich. Nanyah never

8 received an interest in Eldorado while Eldorado retained

9 the one million five." We're talking about Mr. Harlap's

10 million five?

11 A. Yes.

12 Q. And how much of that money did Eldorado get?

13 A. A million five, \$1,500,000.

14 Q. How about the million four twenty that you

15 gave to Go Global?

16 MR. McDONALD: Object to the form.

17 BY MR. LIONEL:

18 Q. Wasn't that out of the million five?

19 A. No.

20 Q. The million four twenty was not out of the --

21 A. No.

22 Q. Where did it come from?

23 A. Prior to Nanyah's investment, Go Global had

24 actually put in \$4,100,000 into Eldorado Hills, LLC. So

25 the \$4,100,000 was Go Global's. So if we would have

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1 rewritten this document, it could just say forget about

2 Nanyah Vegas, you owe Go Global \$4,100,000, but that

3 wouldn't have been as accurate as the fact that Go

4 Global had a capital account of \$2.7 million,

5 plus/minus, and then Nanyah Vegas had a million and a

6 half.

7 So you're confusing the fact that Go Global

8 now was repaid a million four twenty, which we went over

9 already, but Go Global already had invested almost --

10 over \$4.1 million as of September of 2007. So \$4.1

11 million minus a million five, that's where it comes out

12 to about \$2.7 million, because Go Global actually added

13 a little bit more money after the 1.5 or right around

14 there.

15 So we got up to 4.1 million. Go Global took

16 back 1.42 million. We're not double dipping. I think

17 you're trying to give too much credit away. So either

18 Go Global has \$4.1 million or Go Global has 2.7 and

19 Nanyah has the 1.5.

20 Q. Mr. Harlap sent a million five to Canamex

21 Nevada, correct?

22 A. Correct.

23 Q. And of that million five, you gave a million

24 and four twenty to Go Global. Isn't that right?

25 A. No.

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1 MR. McDONALD: Object to the form.

2 A. No, it's not right. We've gone over those

3 bank statements. You need to review them again. I'm

4 positive that it's not right.

5 BY MR. LIONEL:

6 Q. You're entitled to your --

7 A. No, no, no. I'm positive it's not right. We

8 can review the bank statements if you want. You missed

9 a step.

10 Q. If Canamex -- if the million five that was

11 sent by Mr. Harlap had not been sent, would there have

12 been a million four twenty in Eldorado for you to give

13 to Go Global?

14 MR. McDONALD: Object to the form.

15 A. There had already been money in Eldorado prior

16 to Harlap sending the money because Go Global had

17 already put in \$4,100,000. So the answer is there would

18 have been money, but Eldorado Hills used that money to

19 pay off debt to Antonio and to ANB Financial.

20 So there was money in Eldorado, but Eldorado

21 chose to take that money and pay off its debts, Go

22 Global's money, and Eldorado Hills owed Go Global that

23 money. Go Global had \$4,100,000 of real money in

24 Eldorado Hills' accounts.

25 BY MR. LIONEL:

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1 Q. I'll refer you to Exhibit E.

2 A. Okay. Got it.

3 Q. Isn't it true -- and I'm looking at daily

4 balances -- on 12/4, Eldorado's balance was \$1,870.51?

5 A. Yes, Mr. Lionel, this is a snapshot. That's

6 what a bank statement is. It's a snapshot of a specific

7 time period. You're narrowing it down to a snapshot.

8 Prior to this, \$4,100,000 went into Eldorado Hills'

9 account.

10 Q. No. It shows a daily balance on 12/7 of

11 \$1,501,870.51, correct?

12 A. Yes. You read that earlier. I agree.

13 Q. Thank you. And actually then that number

14 consisted of two things, the million five that came from

15 Mr. Harlap and 1,870.51, which was the balance prior to

16 the million five coming into the account. Is that

17 correct?

18 A. Not exactly, because then you see on December

19 10th 15,000 was deposited, on December 21st, 175,000 was

20 deposited, and on December 26th, 25,000 was deposited.

21 Q. I'm talking about what I just said about what

22 was the balance on 12/4 and 12/7 of '07, the numbers I

23 gave you, 1,870.51 on 12/4, 12/7, 1,501,870.51. Is that

24 correct?

25 A. Yes, the balance on December 7, 2007 in the

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1 Eldorado Hills, LLC, bank account was \$1,501,870.51.
 2 Q. Thank you.
 3 A. Thank you.
 4 Q. And the \$1,420,000 that you gave to Go Global
 5 came out of that \$1,501,870.51. Isn't that correct?
 6 MR. McDONALD: Object to the form.
 7 A. Yes.
 8 BY MR. LIONEL:
 9 Q. I understand your position.
 10 A. Thank you, sir.
 11 Q. And I think you understand mine.
 12 A. If you say so.
 13 Actually, I really don't understand yours, but
 14 I'm not trying to be -- I don't. I'm not trying to be
 15 funny or anything. We can go over the numbers, but it
 16 seems like you're trying to narrow down something that
 17 was definitely in the account. So there is where I get
 18 a little confused, but I'm trying to do my best to
 19 answer your question.
 20 Q. I'm not sure why you're confused. Let's
 21 assume this is a million five. I'm holding this bottle
 22 of water. The million five came from Mr. Harlap.
 23 Within a week, a million four twenty of that was taken
 24 out of that million five and given to Go Global.
 25 A. That's true, but in September, four months

1 earlier, Go Global had advanced \$2,200,000 to Eldorado
 2 Hills which Eldorado Hills said that it would pay back
 3 to Go Global. So that's a big point there.
 4 Q. All right. You've made your point.
 5 A. Okay.
 6 Q. Paragraph 18, that Nanyah is entitled to the
 7 return of the \$1.5 million -- I guess there's a zero
 8 left out -- from Eldorado?
 9 A. Yes.
 10 Q. And that is -- well, strike that.
 11 Why is it entitled to the return of 1,500,000?
 12 MR. McDONALD: Object to the form.
 13 A. Because it invested a million five, and
 14 Mr. Rogich promised me in a conversation, and also tried
 15 to put it down on several documents, that it would
 16 receive a million five back for the investment that
 17 Nanyah Vegas brought in.
 18 It's actually a great deal for Eldorado to
 19 take a million five for free, not pay any interest and
 20 just give them the money back. All he had to do is give
 21 the money back, not even asking for any interest.
 22 BY MR. LIONEL:
 23 Q. But this million five that you're talking
 24 about here is a million five that came from Mr. Harlap
 25 which you gave \$1,420,000 to Go Global.

1 MR. McDONALD: Object to the form.
 2 A. Go Global had put in \$4,100,000 into Eldorado
 3 Hills, LLC. Eldorado, LLC, had taken almost \$4.5
 4 million in investment capital from Go Global and its
 5 investors.
 6 Q. But that really -- we're back to my bottle of
 7 water here. You say this million five was a million
 8 five that came from Mr. Harlap?
 9 A. It did.
 10 Q. And you gave a million four twenty of that
 11 million five to Go Global.
 12 MR. McDONALD: Object to the form. Asked and
 13 answered.
 14 BY MR. LIONEL:
 15 Q. I need an answer. You want the reporter to
 16 read it back?
 17 A. No, you didn't ask me a question. You just
 18 stated a fact. You stated a fact as you see it. I
 19 don't see it your way. You've kind of stated it and
 20 restated it. You didn't actually ask me a question.
 21 You just mentioned something. So I don't know what to
 22 really answer you.
 23 Q. The million five that you refer to in
 24 Paragraph 18 came from Mr. Harlap. Isn't that true?
 25 A. Yes.

1 Q. And out of that -- and the million four twenty
 2 that you gave to Go Global came out of that \$1,500,000
 3 which came from Mr. Harlap.
 4 A. I disagree.
 5 Q. All right. Where did it come from, that
 6 million five?
 7 A. The way I look at it, it actually came from Go
 8 Global four months prior to.
 9 Q. Prior to Mr. Harlap sending the million five?
 10 A. Yes, right.
 11 Q. And it came out of that, not his million five.
 12 Is that what you're saying?
 13 A. The money is money. If you have five dollars
 14 in one pocket and five dollars in another pocket, you
 15 have ten dollars. Which one you use to pay for the
 16 movie and which one you use to pay for the popcorn
 17 doesn't matter.
 18 My money, Go Global's money, \$4 million of it
 19 was in Eldorado prior to Harlap's money going in. So
 20 some of that Go Global money was to be considered a loan
 21 temporarily to Eldorado Hills. So Eldorado Hills owed
 22 Go Global some of that money. So when Eldorado Hills
 23 received the Harlap money, it was able to repay some of
 24 the \$4.1 million that Go Global had previously invested,
 25 not all of the \$4.1 million, only 1,420,000 of the \$4.1

1 million.
2 So if you want to call it that it came from
3 Harlap and that's Harlap's money, you can choose to do
4 that, but I'm saying that Go Global had already put
5 money into the company.
6 Q. That's not what you were talking about.
7 A. So where did that money go? Where did the Go
8 Global money go, the 4.1 million?
9 Q. You were the manager.
10 A. No, I know where it went. I'm telling you
11 where it went, but you choose not to pay attention to
12 it. You're just asking me one sentence. You're saying
13 that the Harlap money went to pay Go Global. If that's
14 what you say, you say. I have my facts as well.
15 My facts are Eldorado Hills already had \$4.1
16 million of Go Global's money, and Go Global was owed
17 that money. So whether it's Harlap's money or Rogich's
18 money or Robert Ray's money, it doesn't matter. Go
19 Global was owed money, and it's still owed money today,
20 \$2.7 million of it is what we are saying in this
21 lawsuit, and we're saying that Nanyah Vegas is owed a
22 million five.
23 Q. And when you talk about the four million,
24 you're talking about money that had been contributed or
25 put into the company -- when I say company, I'm talking

1 about Eldorado -- sometime between 2006 and -- 2006 and
2 December of 2007. Is that correct?
3 A. Yes.
4 Q. And that's -- and you say it was out of that
5 that you took this consulting fee, this fee for
6 consultation in 2007?
7 MR. McDONALD: Object to the form.
8 A. No.
9 BY MR. LIONEL:
10 Q. Let me read Paragraph 19. "As a direct result
11 of the actions of the defendants, plaintiffs have been
12 damaged in an amount in excess of 10,000." What damages
13 are you talking about? How do you -- strike that.
14 How do you say they were damaged in an amount
15 in excess of 10,000?
16 MR. McDONALD: Object to the form, calls for a
17 legal conclusion.
18 You can answer.
19 A. I'm trying to give an answer that is
20 applicable. I think we've been damaged in several ways.
21 BY MR. LIONEL:
22 Q. How have you been damaged?
23 A. Number one, if the money would have been paid
24 back, as my understanding of our agreement, when Rogich
25 conveyed his interest away in Eldorado Hills, I could

1 have taken that \$2.7 million and done something else
2 with it, earned interest in an account, bought a stock,
3 pay off debt. I could have been benefiting from not
4 paying interest on other loans that I have.
5 Number two, we've had to actually hire
6 Mr. McDonald's office, pay him legal fees, spend money
7 copying papers, talking through all of this with you
8 instead of being out earning money at my job.
9 So I've been damaged way more than \$10,000
10 just in the interest that I could have earned alone on
11 the \$2.7 million, which doesn't include Yoav Harlap's
12 \$1.5 million.
13 Q. If he had not transferred that property, would
14 you have received anything?
15 MR. McDONALD: Object to the form.
16 A. I don't know where the property -- if he sold
17 the property, if he's selling the property, I probably
18 would be receiving some kind of rent or income from the
19 gun club because there's a functioning business on
20 there, and it's quite successful from my understanding.
21 It brings in a lot of customers. So it would be nice to
22 receive some rent. You like to receive rent on your
23 properties I'm sure. I would like to receive some rent.
24 I think the thing is actually positive cash flow. I
25 don't think that the maintenance on that property is so

1 vast or great that it's cost prohibitive to keep.
2 BY MR. LIONEL:
3 Q. Have you seen the tax returns for Eldorado for
4 the year 2012?
5 A. No, I'm not sent tax returns from Eldorado.
6 Q. Have you seen the tax returns for 2011?
7 A. No.
8 Q. Have you seen it for 2010?
9 A. No.
10 Q. Have you seen it for 2009?
11 A. No.
12 Q. You're sure?
13 A. I'm sure. I haven't seen the tax returns.
14 I've seen some K-1s for some of those years that were
15 sent to Robert Ray or the Ray Family Trust but not the
16 full tax return.
17 Q. What do those tax returns show, those K-1s?
18 A. Nothing that -- I don't have them in front of
19 me. I look at K-1s frequently -- nothing that glared
20 out at me, nothing that said huge losses.
21 Q. Did -- anything on there that showed any
22 profits?
23 A. Well, as a matter of fact, if we actually got
24 to go and maybe depose the operators of the gun club
25 that probably are there for free and not paying rent and

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1 absorbing about 60 acres, that would be interesting
2 because Mr. Eliades' son, I believe, ran that gun club,
3 if he still doesn't, for quite a long time. So that 60
4 acres is basically either not paying rent to Eldorado
5 Hills, LLC, the gun club, for the plus/minus 60 acres,
6 or they are keeping all of the profits themselves. So
7 it's kind of debatable on how that property and how that
8 business is run. My guess is they just get free rent.
9 So that's kind of an abatement.

10 That should be rent that's paid towards
11 Eldorado Hills, LLC. In most traditional real estate
12 deals, when a landlord owns property and a business is
13 on that property or in a building occupying space and
14 running its business, normally it would pay rent,
15 percentage rent, monthly rent, annual rent.

16 So my guess is there are some profits that
17 maybe aren't showing up in the Eldorado Hills tax
18 returns because Mr. Eliades and Mr. Rogich have
19 controlled that property. So they choose to do whatever
20 they want with the income from the gun club, but maybe
21 it's not being reflected appropriately in the tax
22 returns of the Eldorado Hills, LLC, for the years 2009
23 or 2010 or 2011 or 2012.

24 Q. Are you aware -- I think you testified -- no,
25 put another way.

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1 Are you aware of any distributions that
2 Eldorado has ever made?

3 A. No, and that's, I think, one big reason why
4 we're here today.

5 Q. I beg your pardon?

6 A. And I think that's one major reason why we're
7 here today, because they have the assets, and they keep
8 the income, and they don't make distributions, and they
9 kept \$4.5 million of our money. You think that sounds
10 good to me, the 4.5 million -- no matter how you divide
11 it -- and the 1.45 and the 1.42? They have 4.5 million
12 of my money which both of them signed that was owed in
13 multiple agreements, and they haven't paid it.

14 Q. You're not suing Eldorado for that, are you
15 now?

16 A. Yes, we are.

17 Q. Only for Nanyah.

18 A. Okay. Well, we'll see about that.

19 Q. Well, is there anything in the agreement that
20 requires Eldorado to make distributions?

21 A. In the Eldorado Hills operating agreement?
22 Maybe. I don't know.

23 Q. No, I'm talking about in this agreement, in
24 the one you have in front of you, Exhibit B.

25 A. Yes, it does. It does.

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1 Q. It requires them to make distributions?

2 A. It may not be called distributions, but, okay,
3 so Paragraph 2(a) on Page 2 -- and that's Bates Number
4 SR002011. I'm going to read it, "Buyer shall owe seller
5 the sum of \$2,747,729.50 as noninterest-bearing debt
6 with, therefore, no capital calls for monthly payments.
7 Said amount shall be payable to seller from future
8 distributions or proceeds," and then it goes on.

9 So I'm contending at the very least there is a
10 substantial business operating on the Eldorado Hills
11 property, and those moneys are going elsewhere except
12 not into Eldorado Hills or to the benefit of the members
13 of the debt holder or the people who Eldorado Hills owes
14 debt to, and they're keeping the money.

15 So I think that when they're keeping the
16 distributions or they're not sending it out or they're
17 not even receiving it on purpose when they should be
18 taking proceeds or rent and distributing the money that
19 they don't need to maintain the property. That's part
20 of what I'm saying, much less the rest of it that your
21 client just decided to make the interest disappear
22 because it sounded good to him.

23 But we haven't seen all the agreements yet,
24 have we, Mr. Lionel? We haven't seen them all yet.

25 Q. TELD is not a party to this agreement, right?

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1 A. Correct, not yet or not now.

2 Q. And, of course, Paragraph 2(a) says that with
3 respect to the debt, payments would be -- distributions
4 as, when and if received by buyer from the company.

5 Do you know of any distributions that has been
6 received --

7 A. Yes.

8 Q. -- by Mr. Rogich?

9 A. Yes.

10 Q. What are they?

11 A. I'm telling you at least there is a gun club
12 that should be paying rent. So I think they're
13 pocketing the rent and never putting it in the bank
14 account of Eldorado Hills, LLC, or they're keeping the
15 profits themselves in some other entity.

16 Q. My question is, what do you know of any
17 distributions that were made?

18 A. Yes, and I answered yes.

19 Q. There were -- tell me about the distributions.

20 A. There are moneys or distributions that Eliades
21 and/or Rogich are taking at least from the gun club, and
22 instead of putting them into Eldorado Hills, LLC,
23 they're being cut off. They're being used up before
24 they go into Eldorado Hills, LLC.

25 Q. Do you know of any distributions received by

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1 Rogich?

2 A. I don't know. I don't have a copy of his bank

3 statements, and I haven't spoken with him, but there is

4 a gun club, and a pretty successful one at that, that is

5 there either for free or paying Rogich and his partners

6 money outside of Eldorado Hills, LLC.

7 Q. At the time that TELD came in, was there a

8 reason why you didn't stay in, instead sold your

9 interest?

10 A. Yes.

11 Q. What was that?

12 A. Sig Rogich.

13 Q. What does that mean?

14 A. Sig Rogich told me that when Eliades came in,

15 Eliades didn't want any other partners but Sig Rogich,

16 and he would be the only partner, and he would agree to

17 pay -- Sig Rogich would agree to pay me my money out of

18 the property, and that's what this agreement was meant

19 to do. That was Sig's story.

20 Q. Paragraph 22, "Plaintiffs have complied with

21 all conditions precedent and fulfilled their duties

22 under the agreement."

23 What are the conditions?

24 MR. McDONALD: Object to the form, calls for a

25 legal conclusion.

1 A. We provided about four and a half million

2 dollars into Eldorado Hills, LLC.

3 BY MR. LIONEL:

4 Q. Is that it?

5 MR. McDONALD: Same objection.

6 A. That's the bulk of it. I think that's the

7 most important part.

8 BY MR. LIONEL:

9 Q. I'll take it. Give me a subordinate part.

10 A. I'll stick to the most important part.

11 Q. And the other -- that's a condition you're

12 talking about?

13 MR. McDONALD: Same objection.

14 A. Yes.

15 BY MR. LIONEL:

16 Q. It's your complaint. I have a right to find

17 out what it's about.

18 A. Absolutely. I'm answering the questions. I

19 said yes.

20 Q. What duties did you fulfill?

21 MR. McDONALD: Same objection.

22 A. We took four and a half million dollars, and

23 we put it into Eldorado Hills, LLC, and we haven't

24 bothered them. We haven't given them a hard time. We

25 haven't prevented them from selling the property. We

1 haven't prevented them from marketing the property. We

2 just asked for our money back. That's all.

3 So we've been kind of good passive investors

4 that aren't earning any interest. So I think those are

5 the kind of duties that a good guy would do.

6 BY MR. LIONEL:

7 Q. Is that it? That's your answer?

8 A. Yes.

9 Q. Paragraph 23, "Defendant Rogich materially

10 breached the terms of the agreement when he agreed to

11 remit payment from any profits paid from Eldorado, yet

12 transferred his interest in Eldorado for no

13 consideration to TELD, LLC."

14 What terms of the agreement are you referring

15 to?

16 MR. McDONALD: Same objection.

17 A. So Mr. Rogich from my understanding -- I

18 haven't seen anything in writing; maybe you have -- has

19 somehow conveyed his interest in Eldorado Hills, LLC,

20 away. He never had given us -- when I say us, the

21 investors that are mentioned in other agreements that

22 we've seen today, Go Global, Nanyah, Robert Ray -- an

23 opportunity to say, "Hey, are you going to pay us back,"

24 or he didn't pay us any money when he conveyed his

25 interests.

1 He was supposed to get a practical amount of

2 money based upon the value of Eldorado Hills, LLC and

3 pay us, not just give it away for free, and if he was

4 going to give it away for free, you would at least think

5 that he would have called us and say, "Hey, I'm going to

6 give my interests away for free. Would you take it?"

7 That's all.

8 I think he breached the spirit of that

9 agreement backwards and forward and sideways and in

10 diagonals also.

11 BY MR. LIONEL:

12 Q. You say in here breached the terms. Tell me

13 what terms.

14 MR. McDONALD: Same objection.

15 A. I just answered. I just answered the

16 question. He's supposed to pay us when he gives up his

17 interest in Eldorado Hills, LLC, not just walk away for

18 nothing.

19 BY MR. LIONEL:

20 Q. All I'm asking you is are there any terms in

21 the agreement that say what you effectively just said?

22 That's all.

23 A. Yes, I think there are.

24 Q. Would you point them out to me?

25 A. Just read Paragraph A. I think that starts it

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1 on recitals, then (B) also. He basically -- Rogich
2 walks away with a lot for nothing then if he doesn't
3 pay. (B) says, "Seller desires to sell, and buyer
4 desires to purchase, all of seller's membership
5 interest" -- which was equity and then turns into debt
6 as per this agreement; that's why we differentiate the
7 terms at times -- "subject to the potential claims and
8 pursuant to the terms of this agreement." So seller
9 desires to sell; buyer desires to purchase.

10 In this case, the way it worked out with the
11 magical Sig Rogich at hand is he gets 40 percent
12 interest in a company that's worth millions of dollars,
13 and he pays zero, zero dollars.

14 Q. You haven't answered my question.

15 A. No, no, he's supposed to pay us. He's
16 supposed to pay us. Your question was what terms in the
17 agreement show that he's supposed to pay.

18 Q. No, that was not my question.

19 MR. LIONEL: Read the question back, Ms.
20 Reporter.

21 (Whereupon, the requested portion of the
22 record was read by the reporter.)

23 BY MR. LIONEL:

24 Q. And I'm asking you what terms are there? You
25 said that Mr. -- that Rogich breached the terms when he

1 transferred his interest in Eldorado.

2 A. Yes. Yes.

3 Q. Okay? I'm asking you what term of the
4 agreement says he could not transfer his interests in
5 Eldorado --

6 MR. McDONALD: I'll object.

7 BY MR. LIONEL:

8 Q. -- for no consideration?

9 MR. McDONALD: I'll object to the form.

10 BY MR. LIONEL:

11 Q. That's all.

12 A. Those exact words verbatim the agreement does
13 not have. The agreement, when you read, it says or
14 states that he's not supposed to give away his interest
15 for free without paying us.

16 Q. What says that?

17 A. Let's go back to (A). "Buyer intends to
18 negotiate" -- buyer is Rogich -- "such claims with
19 seller's assistance so that such claimants confirm or
20 convert the amounts set forth beside the name of each of
21 said claimant into noninterest-bearing debt, or an
22 equity percentage to be determined by buyer after
23 consultation with seller as desired by seller, with no
24 capital calls for monthly payments, and a distribution
25 in respect of their claims in amounts from the one-third

1 ownership interest in the company retained by buyer."

2 That to me is a term of the agreement. It's
3 in the recitals. The buyer received equity, extra
4 equity that he didn't have prior to this, and he's paid
5 nothing for it. So he's supposed to pay.

6 So verbatim it doesn't say what you stated,
7 but if you read this whole agreement, the buyer, being
8 Rogich, is supposed to pay for his interest. If he gave
9 it away to you, if he gave it away for free to somebody
10 else, that's his choice. Let him do that, but he's
11 supposed to pay for that.

12 So, again, these terms, as I read them and I
13 understand them, should mean that Rogich, when he
14 received this equity interest, this additional equity
15 interest that he didn't have, that he took basically
16 from Go Global, that he took from Nanyah Vegas, and he
17 didn't pay anything for, he was supposed to pay.

18 He decides later on he wants to become a
19 philanthropist or whatever it is he wants to do, God
20 bless him, but he's supposed to pay the group that he
21 took the interest from.

22 So I believe that, yes, it's pretty clear.

23 Q. That he could not transfer his interest?

24 A. No, he can transfer his interest, but he's
25 supposed to pay us when he does.

1 Q. Is that what it says?

2 A. Not in the exact words I just said. In the
3 big meaning, yes, that's what it says.

4 Q. Can you show me what words would effectively
5 say he could not transfer the interest?

6 A. No, he's supposed to pay us when he does.

7 Read Paragraph A and Paragraph B. I've read them
8 already. You need to read them because I've read them.
9 If you want me to read them again to her, I'll read them
10 again, but I've already read them. My opinion is and
11 what this says and what this agreement means is when he
12 gives away his interest, he's supposed to pay us.

13 Q. But it doesn't say that.

14 A. Okay.

15 Q. Is that a fair statement? It doesn't say
16 that.

17 MR. McDONALD: Object to form, argumentative.

18 BY MR. LIONEL:

19 Q. I understand what you're saying, but that
20 agreement does not say that he cannot transfer his
21 interest.

22 A. Correct.

23 Q. That's all. It's easy.

24 A. But that wasn't the question you had asked
25 earlier.

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1 Q. I thought it was.
2 A. No, it wasn't.
3 Q. Paragraph 24.
4 A. Okay.
5 Q. On top of Page 5. "Huerta and Go Global
6 reasonably relied on the representations of the
7 defendant Rogich in that they would honor the terms of
8 the agreement, all to their detriment."
9 What representations are you talking about?
10 MR. McDONALD: Same objection.
11 A. Not only in these documents that we've seen
12 here today but in the documents that were signed with
13 TELD and the Eliades group, there is reference in
14 writing to the moneys that have been invested and that
15 are supposed to be paid back interest free. They're not
16 even paying us interest on our money.
17 So we're referring to them, Sig Rogich, his
18 family trust or his et als. that would pay back money
19 that he benefitted from by getting an interest in
20 Eldorado Hills, LLC, moving forward. That's it.
21 BY MR. LIONEL:
22 Q. But you say that you relied on the
23 representations that they would honor the terms of the
24 agreement.
25 A. Yes.

1 Q. Are there such representations, or are you
2 relying on what the agreement says?
3 A. I'm relying on what the agreement says and
4 what we talked about earlier when I met with Sig Rogich,
5 and he looked me in the eye and said he would pay these
6 people back, and it was supposed to happen within the
7 month or two. We're not supposed to be waiting in 2014,
8 six years later.
9 He started making payments to Dunlap and
10 Rietz, and he said he was going to pay off Robert Ray,
11 and he wanted to pay everybody else off. That was the
12 intention. That's what the agreement was back then.
13 This Exhibit 1, I think, that you call it, which is the
14 purchase agreement, was supposed to be some
15 understanding of what we had agreed to, but, yes, he
16 told me face-to-face that he would pay us back.
17 Q. That's before the agreement was signed?
18 A. And after.
19 Q. And after. That's what you're referring to?
20 A. Yes. Yes.
21 Q. All right.
22 A. Thank you. I appreciate that.
23 Q. I'm entitled to find out what you're saying.
24 It's your complaint, not mine.
25 A. Yes, absolutely.

1 Q. Paragraph 25, "As a direct result of the
2 actions of defendants, plaintiffs have been damaged in
3 an amount in excess of 10,000."
4 Is your answer to that the same one that you
5 gave me before --
6 A. Yes.
7 Q. -- to Paragraph 19?
8 A. Yes, sir.
9 Q. Paragraph 28.
10 A. Okay.
11 Q. "That the parties herein agree to uphold
12 certain obligations pursuant to their agreement;
13 specifically, defendant agreed to reasonably uphold the
14 terms of the agreement by remitting the requisite
15 payments required and reasonably maintaining the
16 membership interest to consummate the terms of the
17 agreement."
18 And what I'm asking you is, tell me what terms
19 of the agreement required Mr. Rogich or his trust to
20 reasonably maintain the membership interest.
21 MR. McDONALD: Object to the form. It calls
22 for a legal conclusion.
23 A. I mean, we can go back and basically reread
24 what I just read, but when he was -- when Rogich or his
25 trust was buying interests and agreeing to convert it or

1 having us convert that to a noninterest-bearing debt,
2 it's reasonable at that time to state that he wouldn't
3 just give away millions of dollars of interest later on
4 because -- for whatever reason. So he didn't really
5 stay true to what this agreement was meant for, stating
6 that he's buying interests, and he's supposed to pay for
7 the interest.
8 I mean luckily, luckily we live in a pretty
9 great country that normally when you get something, you
10 do pay for it, and most people do receive payment. In
11 this case, we said, "Hey, we'll wait. Just pay us
12 later," and he just didn't pay us. He hasn't paid us.
13 In fact, I'd be okay right now if he said,
14 "I'm not paying you yet because we haven't sold it."
15 What we have a problem with is that he told us that he
16 just gave away the interest for free, you know.
17 BY MR. LIONEL:
18 Q. But is there a term in the agreement that says
19 he has to maintain his membership interest? That's all
20 I'm asking.
21 MR. McDONALD: Same objection.
22 A. We're going to be in the same position on your
23 other point. I believe that he did not uphold the
24 agreement. Is there a specific term highlighting or
25 specifying him, hey, Sig, hereby agrees that he is not

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1 going to give away his interests for free without paying
2 the investors or the debt holders, no, there isn't a
3 specific sentence that says that, but there is a
4 specific sentence that says he's buying, and there is a
5 specific sentence that refers to him paying.
6 He just didn't get the paying part right. He
7 liked the buying part, but he didn't get the paying
8 part. He ate the meal at the restaurant for free and
9 walked out and did not uphold the implied agreement to
10 pay for the meal. That's what he did. Let's call the
11 spade the spade. He ate the food and didn't pay for it.
12 He dined and dashed. It's classic.
13 BY MR. LIONEL:
14 Q. He didn't receive any distributions, did he?
15 A. He received equity in a company that owns
16 property worth millions of dollars. So I think he did.
17 He received equity.
18 Q. At what point?
19 A. October of 2008.
20 Q. At that time.
21 Were there any distributions that Rogich
22 received after October 2008?
23 MR. McDONALD: I'll object to the extent that
24 it calls for speculation.
25 A. Yes.

1 we'll pay you 8 million, we'll pay you 15 million for
2 this 60 acres. We're just going to put it in this Swiss
3 account. We're going to put it in your kid's trust
4 account. We're going to put it in the name of some
5 other entity, and you know what? We're not going to pay
6 Eldorado Hills, but you're going to let us have this
7 property, or you're going to give us the right to buy it
8 down the road for a dollar."
9 I don't know, but the fact of the matter is
10 there is a business that runs there, and Eldorado Hills
11 evidently hasn't received one iota of payment or moneys.
12 So the only thing that a logical businessman would think
13 is they're getting something. Maybe they get free
14 bullets for life. Maybe they get free rifles. They
15 might get free rides on the golf carts that are really
16 nice around the gun club. I don't know. They might get
17 to shoot at the tank that they put out there. They
18 might get to ride in the tank. I don't know. But
19 there's definitely some benefit and/or distribution that
20 we're not seeing, you are not seeing because they don't
21 show you that either, and I'm not seeing because I'm not
22 an equity member, and I'm not out at the gun club.
23 So I don't know exactly, but it would stand to
24 reason that that business that functions out there is
25 providing some kind of benefit to Eldorado Hills, LLC,

1 BY MR. LIONEL:
2 Q. Do you agree it calls for speculation,
3 Mr. Witness?
4 A. I'm not a lawyer. I don't know.
5 Q. What is your answer?
6 A. Are you being argumentative, Mr. Attorney?
7 Q. What's your answer?
8 A. I answered this already. I believe that -- I
9 believe that they have accepted distributions in other
10 forms that didn't properly go through the company, that
11 being Eldorado Hills, LLC.
12 Q. When was this?
13 A. Since that -- for example, since that gun club
14 has been running.
15 Q. Was this before --
16 A. After 2008, after October of 2008, right.
17 Q. What evidence do you have of that?
18 A. I know that there's a gun club there, and it
19 takes up about 60 acres. I know that the business is
20 running, and I know that businesses normally don't get
21 to stay at places for free. So either the gun club
22 bought the property and they paid Eliades and Rogich
23 outside of an escrow, they paid Rogich and Eliades
24 outside of Eldorado Hills, LLC, and did what they call
25 the good-guy deal. "Hey, we'll pay you 6 million, hey,

1 that neither you or I know. That's all I'm saying.
2 So I believe that, yes, there are
3 distributions. I just don't know what they are and when
4 they're given.
5 Q. Paragraph 29, "Rogich never provided verbal or
6 written notice of his intentions to transfer the
7 interests held in Eldorado, and this fact was not
8 discovered until other parties filed suit against
9 Eldorado and Rogich for other similar contract --
10 conduct." Excuse me.
11 Is there any term or provision in the
12 agreement that required that Rogich give you notice of
13 his intentions to transfer the interests?
14 MR. McDONALD: Objection, calls for a legal
15 conclusion.
16 MR. LIONEL: Why is that calling for a legal
17 conclusion?
18 MR. McDONALD: It's asking for him to
19 interpret the terms of the agreement.
20 MR. LIONEL: I'm asking for facts.
21 MR. McDONALD: Well, to the extent that it
22 calls for him to make a legal conclusion based on the
23 terms of the agreement, that's my objection.
24 A. As we sit here today, we're not aware -- maybe
25 you are, but we're not aware of proceeds or

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1 distributions that Mr. Rogich has received.
 2 I think it's completely asinine to think and
 3 presume that Mr. Rogich, as I know him, because I
 4 officed with him for about five years and on one deal
 5 that I did he made \$11 million on, that he would just
 6 walk away from a multimillion-dollar asset and not
 7 receive anything.
 8 So in answer to your question, if you just
 9 read this agreement, it says said amount -- referring to
 10 the 2.7 million and change, "Said amount shall be
 11 payable to seller" -- that's Go Global -- "from future
 12 distributions or proceeds." Okay?
 13 BY MR. LIONEL:
 14 Q. But I'm not asking you that. I'm going to
 15 move to strike that.
 16 I'm asking you simply with respect to whether
 17 or not there are any terms or provisions --
 18 A. Yes, the answer is yes.
 19 Q. -- that he had to give written notice of his
 20 intentions to transfer his interests? That's all.
 21 MR. McDONALD: Same objection.
 22 A. The answer is yes.
 23 BY MR. LIONEL:
 24 Q. What are they?
 25 A. Read that.

1 Q. Read what?
 2 A. What I just started to read. He's supposed to
 3 pay when he gets distributions or proceeds. We don't
 4 know what he's received. He doesn't tell us.
 5 Q. I --
 6 A. So he's supposed to tell us. He doesn't just
 7 get to keep all the benefits. He doesn't just get to
 8 keep valuable property. He doesn't get to keep the
 9 benefit of that company without paying us. So I don't
 10 know what he's received.
 11 Q. I move to strike, and I'm going to read the
 12 first part of Paragraph 29.
 13 "Rogich never provided verbal or written
 14 notice of his intentions to transfer the interests held
 15 in Eldorado," and I'm asking you simply could you tell
 16 me what terms or provisions in the agreement says that
 17 he had to provide verbal or written notice of his
 18 intentions to transfer the interests?
 19 A. Okay. I'm just going to read the agreement,
 20 okay, because you're asking me question after question.
 21 So I think I better read it.
 22 (Recess taken.)
 23 MR. LIONEL: Back on the record.
 24 A. So I think that after reading the agreement,
 25 if Mr. Rogich would have paid us, he wouldn't have

1 needed to notify us, but since he didn't pay us, he
 2 should have at least notified us. The agreement doesn't
 3 say he specifically needs to notify us, but in order to
 4 get treated fairly, like I think we should have been
 5 treated, and if he would have been upholding, you know,
 6 just good faith, he would have called and said, "Hey,
 7 I'm going to do this." He never did, and we found out
 8 about it months later, and I just think that's messed
 9 up.
 10 BY MR. LIONEL:
 11 Q. Still in Paragraph 29, it says the fact that
 12 he had not discovered -- withdraw.
 13 The Paragraph 29 says, "The transfer was not
 14 discovered until other parties filed suit against
 15 Eldorado and Rogich for other similar contract --
 16 conduct." I did that twice.
 17 Tell me why you say that, why you allege that
 18 it was not discovered until other parties filed suit for
 19 other similar conduct.
 20 A. Right. Actually you made reference to this
 21 earlier. We didn't get as complete as this, but it was
 22 in 2012, in the fall or October, that Sig Rogich and I
 23 were discussing the Antonio Nevada lawsuit which is, I
 24 think, the reference, what it means here where it says,
 25 "Other parties filed suit against Eldorado." That other

1 party, I believe, only refers to Antonio Nevada, LLC,
 2 and Mr. Rogich and I were discussing that lawsuit, and
 3 at that time is when Sig revealed to me on the phone
 4 that he had given his interest away already.
 5 So I don't believe that even Mr. Rogich
 6 planned on telling me that he gave away his interest.
 7 It just came up when we were talking about the Antonio
 8 Nevada lawsuit.
 9 Q. But you're saying it was not discovered until
 10 other parties filed suit against Eldorado and Rogich for
 11 other similar conduct. What's the similar conduct?
 12 A. Oh, I'm not that familiar with the details of
 13 the Antonio Nevada lawsuit, but I believe Antonio Nevada
 14 alleged that Sig Rogich and/or Eldorado Hills, LLC,
 15 should have paid them money or owed them money. So
 16 we're now saying in regards to Nanyah Vegas and Go
 17 Global that Mr. Rogich walked away with money that we
 18 believe he should have paid us. So that's the similar
 19 conduct.
 20 Q. You say he walked away with money owed to
 21 Eldorado -- to Antonio Nevada?
 22 A. No. I said in my opinion he's walked away
 23 with money owed to Go Global and Nanyah, yes.
 24 Q. Paragraph 31, "That each party agreed to
 25 uphold the terms of the agreement upon execution of the

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1 agreement and as a result agreed to perform certain
2 duties."
3 They agreed to uphold. Is that something
4 besides what's in the agreement? I don't understand.
5 Where does that agreement appear?
6 MR. McDONALD: Object to the form.
7 A. The agreement is Exhibit 1, that purchase
8 agreement.
9 BY MR. LIONEL:
10 Q. Are you talking about what the agreement says,
11 nothing specific, though?
12 A. You know, what the agreement says and then
13 secondly those other documents that we talked about when
14 TELD came in. I think it kind of regurgitates the
15 agreement and adds to it. So I don't think that
16 Mr. Rogich has upheld his agreement -- his agreed-upon
17 terms.
18 Q. This is talking about that each party agreed
19 to uphold the terms of the agreement.
20 A. Right, the Exhibit 1.
21 Q. Is there a separate provision there which says
22 that Rogich or the trust will uphold the terms of the
23 agreement?
24 MR. McDONALD: Object to the form.
25 MR. LIONEL: It's an allegation in the

1 complaint.
2 MR. McDONALD: I still think your question is
3 vague. I'm confused about your question. So I don't
4 think there is a problem with the complaint. I think
5 it's your question.
6 A. In 6(d) in the agreement, and we can read the
7 agreement again and again. I mean, you're obviously
8 just reading from the complaint. I mean, I think that
9 the writing is unclear, but 6(d) in the agreement says,
10 "Seller and buyer further represent and warrant that the
11 representations, and indemnification and payment
12 obligations made in this agreement shall survive
13 closing."
14 So he hasn't paid. Mr. Rogich hasn't paid,
15 and he informed us that he gave away his interests. So
16 I believe if we go back to your paragraph from the
17 complaint that you just read that you're asking about
18 where each party agreed to uphold the terms of the
19 agreement, I feel like he has not upheld his side of the
20 agreement. His interests have disappeared or been given
21 away, but he paid nothing for them. So --
22 BY MR. LIONEL:
23 Q. All I'm asking you is, is there something that
24 specifically says that each party agrees to uphold the
25 terms? That's all. I understand your point.

1 A. Okay. Well, then if you understand it, that's
2 my answer, I guess.
3 Q. No, no, no. All I'm saying is there is no
4 specific provision in the agreement that says we're
5 going to uphold the terms.
6 A. Okay. Then what --
7 Q. That's your allegation in your complaint.
8 MR. McDONALD: Well, the allegation says that
9 execution of the agreement is what they agreed to uphold
10 the terms with.
11 MR. LIONEL: That's not what it says.
12 MR. McDONALD: Yes, it says upon execution of
13 the agreement -- they agree to uphold the terms of the
14 agreement upon execution.
15 MR. LIONEL: And as a result, agreed to
16 perform certain duties.
17 MR. McDONALD: Correct.
18 I'm sorry, are you asking -- are you asking
19 him if that is referring to any specific terms in the
20 agreement or just the agreement in general?
21 MR. LIONEL: Exactly, exactly. No, either
22 it's in there or it's not.
23 A. I think 6(d) is very close to that. It
24 doesn't use the exact words. I believe 6(d) is very
25 close, SR002014.

1 BY MR. LIONEL:
2 Q. In 6(d)?
3 A. 6(d). It's SR002014 in the agreement.
4 Q. This is Paragraph 6. Okay?
5 A. Yes, so go to 6(d), right here, 6(d).
6 Q. "Seller and buyer further represent and
7 warrant that the representations, and indemnification
8 and payment obligations made in this agreement shall
9 survive closing." That's talking about surviving
10 closing.
11 A. Yes, that's part of it, but it also says that
12 the buyer represents and warrants that the
13 representations, indemnification and payment obligations
14 made in this agreement shall survive closing.
15 He never paid. Payment obligations. Payment
16 obligations isn't zero.
17 Q. You keep going off on that tack. All I'm
18 asking you is, tell me what provision of the agreement.
19 A. 6(d) is the answer.
20 Q. That's your answer. Anything else?
21 A. Oh, I don't know. I mean, again, I would have
22 to read this all again. At least 6(d), at least 6(d),
23 but you're as capable of reading this and going through
24 it as I am, at least 6(d).
25 MR. McDONALD: Which is a very important one.

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1 BY MR. LIONEL:
 2 Q. Anything else you know?
 3 A. Well, when we contacted Mr. Rogich through
 4 Mr. McDonald's office, we asked them to notice us, as
 5 7(a), in writing of certain facts. He never notified me
 6 in writing.
 7 Q. I didn't ask that, anything about 7. I'm
 8 asking you have an allegation --
 9 A. No, uphold the agreement. We're on --
 10 Q. The agreement will uphold the agreement.
 11 A. Yes, we're on 31. Well, he never notified
 12 what he did with his interests and why he did it.
 13 Q. I didn't ask you that. I'm asking you what in
 14 the agreement said that they -- the parties agreed to
 15 uphold the terms of the agreement? That's all.
 16 A. Actually at the end, you said anything else,
 17 is there anything else? So I said at least 6(d). I
 18 also think 7(a).
 19 Q. Notices. Is that what you're talking about?
 20 A. Yes, notices.
 21 Q. Anything else?
 22 A. His signature.
 23 Q. Anything else?
 24 A. 5(a).
 25 Q. Anything else?

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1 A. 3.
 2 Q. Anything else?
 3 A. And 2(a).
 4 Q. Anything else?
 5 A. No, I think that's it. I'd also like to
 6 clarify a previous question you asked me. TELD does
 7 appear in this agreement briefly. I think I answered
 8 no, but I forgot about that. I don't think it's a big
 9 deal but on Page 3 there at the bottom.
 10 Q. Paragraph 32, "That defendant, Rogich has
 11 failed to maintain the obligations which he agreed upon
 12 as memorialized herein and in the agreement as described
 13 herein and thereby failed to act in good faith and has
 14 also failed to deal fairly in regards to upholding his
 15 defined duties under the agreement."
 16 When you say he "failed to maintain the
 17 obligations which he agreed upon as memorialized
 18 herein," what are you referring to? Are you referring
 19 to obligations set forth in the complaint?
 20 A. In the agreement.
 21 Q. In the agreement?
 22 A. Correct.
 23 Q. "And as described herein, thereby failed to
 24 act in good faith."
 25 How did he fail to act in good faith?

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1 MR. McDONALD: Same objection.
 2 A. Well, if we go to 2(a) and 3, basically it
 3 summarizes he's supposed to pay us money. He owes us
 4 money. It says, "Buyer shall owe seller the sum of
 5 2,747,000." He hasn't paid, and he gave us -- his
 6 interest disappeared.
 7 BY MR. LIONEL:
 8 Q. "And also failed to deal fairly in regards to
 9 upholding his defined duties under the agreement." Is
 10 that the same answer?
 11 MR. McDONALD: Same objection.
 12 MR. LIONEL: Counsel, I want to hear from the
 13 witness.
 14 MR. McDONALD: Right. I have my right to
 15 object.
 16 THE WITNESS: He said "same objection."
 17 That's all he said.
 18 MR. McDONALD: I wasn't talking to him. I was
 19 just asserting an objection.
 20 THE WITNESS: He did say it kind of low,
 21 though.
 22 BY MR. LIONEL:
 23 Q. Is your answer the same as you just gave me,
 24 he failed to pay?
 25 A. Yes. I'd say that's part of the answer, the

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1 beginning of the answer, and the second part is if
 2 you're going to give away your interest, the agreement
 3 should say that you would notify -- says he should
 4 notify us or at least tell us. So I'd add that.
 5 Q. Paragraph 25.
 6 A. 25 or 35?
 7 Q. 25.
 8 A. 25.
 9 Q. Excuse me. Forgive me. Forgive me. How
 10 about 33?
 11 "As a direct result of the actions of
 12 defendants, plaintiffs have been damaged in an amount in
 13 excess of 10,000."
 14 Same answer that you gave before to the two
 15 paragraphs dealing with -- similar to Paragraph 33?
 16 A. Yes, sir.
 17 Q. Let's go to the third claim, Paragraph 37.
 18 "Rogich represented at the time of the agreement that he
 19 would remit payment to Huerta and Go Global as required,
 20 yet knew or reasonably intended to transfer the acquired
 21 interest to TELD, LLC, and furthermore knew that the
 22 representations made by him in the agreement were in
 23 fact false with regard to tendering repayment or
 24 reasonably preserving the required interest so he could
 25 repay the debt in the future."

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1 There's a lot in there.
2 A. Yes.
3 Q. And you know where I'm going to ask you.
4 A. No, not --
5 Q. What evidence do you have that Rogich knew or
6 reasonably intended to transfer the acquired interest at
7 the time of the agreement?
8 Let me go back a minute to the first sentence.
9 A. Okay.
10 Q. "Rogich represented at the time of the
11 agreement that he would remit payment to Huerta and Go
12 Global as required."
13 I understand what 2(a) says. Okay? What --
14 is there a specific representation besides that
15 someplace in the agreement that he's going to pay it as
16 it says in 2(a)?
17 A. Paragraph 3 of the agreement and also in
18 Paragraph 1 of the agreement.
19 Q. What?
20 A. Also in Paragraph 1 of the agreement.
21 Q. All right. Anything else?
22 A. No.
23 Q. Now it says, "Rogich knew or reasonably
24 intended to transfer the acquired interest to TELD."
25 Tell me about that. What evidence do you have

1 of that?
2 A. I think the proof is in the pudding in the
3 fact that he did it and never told us and never paid us.
4 He actually did and didn't tell us until like eight
5 months after he did it, and he knew that we had four
6 point something million dollars hanging out there that
7 he agreed to pay us.
8 Q. Are you saying that in 2008 he intended to
9 transfer the interest to TELD, all the interest?
10 A. Yes, I am.
11 Q. What is your evidence of that?
12 A. This agreement says that, "Seller will
13 transfer and convey the membership interest to buyer,
14 and buyer will acquire the membership interest from
15 seller upon payment of the consideration set forth
16 herein at closing." This is in 2008.
17 He never pays us a dime, doesn't even take us
18 out to dinner, and in 2012, he transfers all of his
19 interests to TELD presumably, supposedly, purportedly
20 for free, but he actually didn't tell us that he did
21 that until eight months after he did it. That's a free
22 and clear --
23 Q. No, but did that mean four years earlier --
24 A. Yes, I think he planned it.
25 Q. You think he planned it?

1 A. Yes.
2 Q. And I'm asking you what evidence do you have
3 of that?
4 A. I think the proof is in the pudding. He did
5 it. He transferred his interests away for free. What
6 else do we need?
7 Q. That's all you have?
8 A. Yes.
9 Q. Nothing else?
10 A. Yes.
11 Q. "And furthermore knew that the representations
12 made by him in the agreement were in fact false with
13 regard to tendering payment or reasonably preserving the
14 acquired interest so he could repay the debt in the
15 future."
16 How do you know that? What representations
17 are you talking about?
18 A. The representations are in the Exhibit 1 of
19 the agreement, this agreement, the purchase agreement.
20 He represents that he is going to pay moneys. In the
21 end, the fact is he doesn't pay moneys, and he walks
22 away for free, and he says -- he says, "Buyer shall owe
23 seller the sum of." He never paid. I don't think he
24 ever intended to pay, and I think he said, "Hey, I'll
25 get out of this. I'll hire a lawyer. It's cheaper not

1 to pay. I think it's cheaper not to pay." So he didn't
2 pay. He gave away his interest. Again, eight months
3 later he tells us. That's my evidence.
4 It's like if we show up at the scene of a car
5 accident and there is a smashed car in the middle of an
6 intersection, we presume that there was an accident. We
7 didn't see the accident, but the car is all bashed up.
8 The guy is hurting. You know, he's not feeling very
9 well. You assume he's the driver. He smashed his car.
10 He took the money; he didn't pay.
11 Q. I'm asking you what representations did he
12 make in the agreement?
13 A. He said that he would pay us for our
14 interests.
15 Q. Was that a representation, or was that an
16 agreement?
17 A. It's a representation in the agreement.
18 Q. Do you know what a representation is?
19 MR. McDONALD: Objection, argumentative.
20 A. I believe so. He represented to us that he
21 was going via this agreement --
22 BY MR. LIONEL:
23 Q. Was there something in the agreement which he
24 said that -- you're talking about representation made by
25 him in the agreement were in fact false.

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1 I want to know what representation you're
2 talking about, what in the agreement?
3 MR. McDONALD: Asked and answered.
4 A. Where he was going to pay us for our
5 interests.
6 BY MR. LIONEL:
7 Q. Was that a representation?
8 MR. McDONALD: Same objection.
9 A. To my understanding, yes, it's a
10 representation in the agreement.
11 BY MR. LIONEL:
12 Q. That's what you're saying. That is the
13 representation, that he said he was going to pay it?
14 A. Yes, but, again, we also had meetings in his
15 office, and he told me to my face that he was going to
16 pay us all off, too. So it's not just this agreement,
17 not just this Exhibit 1.
18 Since you asked for anything else, I want to
19 make sure we're clear. He also told me to my face that
20 he would pay us.
21 Q. When did he do that?
22 A. In October of 2008 in his office and at Nevada
23 Title.
24 Q. But he never intended to pay you. That's what
25 you're saying?

1 A. Yes, I am saying that.
2 Q. And that when he told you that in 2008, he was
3 not -- not being truthful with you you're saying. Is
4 that what you're saying?
5 A. Yes.
6 Q. That's your position?
7 A. That's my position, in 2008.
8 Q. I understand.
9 A. I know. You didn't say it real clearly. I'm
10 making sure.
11 Q. Okay. All right. It's those representations
12 you just talked about that you relied upon. Okay?
13 A. Yes.
14 Q. Let's go to Paragraph 45, "That Nanyah
15 intended to invest a million five into Eldorado as a
16 capital investment for the benefit of that company,
17 which represented a benefit to Eldorado."
18 How do you know he intended to invest it into
19 Eldorado as distinct from Canamex?
20 A. Okay. So Nanyah Vegas was controlled or is
21 controlled by a gentleman named Yoav Harlap. It's been
22 established that I actually flew to Israel to meet with
23 him. Subsequent to that meeting that occurred in his
24 house in Herzliya --
25 Q. On Herschel?

1 A. Yes, and I flew back and had subsequent calls
2 with him.
3 At the time when I first met him, it was early
4 in 2007. The plan was that we were all going to go into
5 Canamex Nevada. All the information that had been sent
6 to him was about Canamex Nevada. It took awhile to
7 consummate that deal and for him to invest.
8 By the time he actually did invest, we
9 realized we're not going to do the Canamex deal. We're
10 not going to merge into the Giroux property. We're just
11 going to stick to our Eldorado Hills 160-acre property.
12 So he sent the money to Canamex Nevada. Then I said,
13 "Hey, look, Canamex isn't going to go forward right now.
14 We're just going to put the money into Eldorado Hills,
15 LLC. It's going to be capital contributed into Eldorado
16 Hills, LLC."
17 So I had the conversations with Mr. Harlap.
18 The money went from Canamex into Eldorado Hills, LLC,
19 which was more appropriate knowing that Canamex Nevada
20 wasn't going to own any property. Eldorado Hills did
21 own property, a valuable property in my opinion. So his
22 money went into Eldorado Hills, LLC, as it should have.
23 So that's how I know. I had the relationship with
24 Mr. Harlap.
25 Q. I think you just said -- correct me if I'm

1 wrong -- that when the million five came into Canamex,
2 you called Harlap and told him that you were going to
3 put it into Eldorado?
4 A. No, that's not what I said. I think that the
5 way it happened was I met with him early in '07 when we
6 were talking about Canamex. All the information I had
7 given him was about Canamex. By the time he agreed to
8 invest, he still had the Canamex information. I must
9 have sent it to him a long time before he wired it.
10 It would have been more appropriate for him to
11 just wire the money directly into Eldorado Hills, LLC.
12 About seven or eight months had passed, and the goal or
13 the terms of the Eldorado Hills project had changed. We
14 were no longer doing Canamex. He should have just sent
15 the money into Eldorado Hills, LLC. I didn't catch it
16 before he wired the money, but within a day or two --
17 you have the bank statement -- the money went from
18 Canamex right into Eldorado Hills, LLC.
19 Sig was aware of that as we discussed it. The
20 money should have just been sent into Eldorado Hills,
21 LLC. By the time Mr. Harlap invested, we were pretty
22 sure the Canamex Nevada deal wasn't going to go forward
23 at that point, still had a little bit of hopes that it
24 would, but it wasn't going forward at that time. So the
25 money went into Eldorado Hills. So I knew that.

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1 Q. So the money came into the Canamex account,
2 right?
3 A. Right.
4 Q. Which you had control over?
5 A. Yes.
6 Q. And did you notify Mr. Harlap and say -- I
7 think you said before that when you got that money, you
8 called him?
9 A. No, I think what I said before is that when we
10 got the money, that we called Sig and let him know that
11 the money arrived. You asked was Sig aware of that.
12 That's what I remember I answered.
13 Q. No, I did not ask that question.
14 A. Yes, you did. You can go back --
15 Q. The record will show it.
16 A. Yes, correct.
17 Q. Are you saying that when you got that money,
18 you didn't call Mr. Harlap? Is that what you're saying
19 now?
20 A. I don't remember if I called him when I got
21 the money. I'm answering specifically to Mr. Harlap. I
22 don't recall at this point calling him and saying the
23 money went into Canamex instead of Eldorado. I don't
24 recall that.
25 Q. Did you ever tell him that?

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1 A. Sure.
2 Q. When did you tell him that?
3 A. I met with him again in -- I would talk to him
4 periodically, send him e-mails, but I met with him again
5 in December -- in Israel, December 30th, I think,
6 2000 -- I believe it was '10, maybe '11, and we
7 discussed the deal, discussed where Eldorado was at, and
8 he knew then.
9 Oh, and prior to that, in 2008, when we
10 were -- we, Mr. Rogich and I, were out raising money for
11 Eldorado Hills, Pete Eliades was one potential investor
12 that we were discussing the project with.
13 I also called Mr. Harlap and said we're
14 raising money, told him about the FDIC situation and the
15 loan, and I said, "This would be a time that you can
16 increase your membership percentage in Eldorado if you
17 invest more money and help pay the loan down." We're
18 talking to other investors at the time. Eliades was one
19 of them, and there was another investor that Sig knew.
20 I can't remember. He's a poker player, though.
21 And so I told him, "Are you willing to invest
22 more money?" And so I went over the transaction, went
23 over the fact that the NDOT interchange was still in
24 line, but they hadn't started construction yet, and he
25 said, "No, I'm just going to leave my \$1.5 million in

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1 the project as it is." So I said okay.
2 So then right after that, within a month or
3 two is when the Eliades transaction was formalized,
4 signed, and kind of the rest is history. Eliades came
5 in with Rogich who agreed to pay us our money.
6 Q. Between the time that the million five was
7 wired, how often have you talked to Mr. Harlap?
8 A. How often? In the first year, much more
9 often. So I probably spoke with him and/or e-mailed him
10 seven or eight times. After that, I met with him once
11 and probably e-mailed him once a year.
12 MR. LIONEL: Can we have those e-mails,
13 Counsel? Both lawyers.
14 THE WITNESS: I don't know if I have them. I
15 don't know if I save them that far back.
16 BY MR. LIONEL:
17 Q. Did you ever tell Mr. Harlap about the
18 consulting fee?
19 MR. McDONALD: Object to the form.
20 BY MR. LIONEL:
21 Q. The 1,420,000.
22 A. We talked about that during the last
23 deposition of Nanyah Vegas. You keep calling it a
24 consulting fee. It was reclassified and was not a
25 consulting fee.

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1 Q. Reclassified as what?
2 A. It was a loan payment back to Go Global, which
3 has been described ad nauseam during this deposition.
4 Go Global had put in \$4,100,000. It was paid back the
5 \$1.42 million, a loan payment. It was not a consulting
6 fee. Melissa didn't want it as a consulting fee, and
7 you referred to that during the Nanyah Vegas PMK. You
8 didn't complete that thought, and I sat there and
9 thought about it later. You got the times confused when
10 her and I got into the discussion. You tried to pin it
11 on an earlier time period in an unrelated topic. She
12 didn't want it to be a consulting fee, and then we
13 reclassified it, and it was just treated as a loan
14 payment back to Go Global, not a consulting fee.
15 So it wasn't a consulting fee, and it didn't
16 end up being a consulting fee, and I did not pay taxes
17 on it as a consulting fee.
18 Q. Did you tell Mr. Harlap that Go Global
19 received 1,420,000 coming as a result of the payment, of
20 him sending a million five?
21 A. Yes.
22 Q. You told him that?
23 A. Yes.
24 Q. When did you tell him that?
25 A. I don't remember the exact date but after he

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1 invested, and he was aware. He's gotten a breakdown of
2 what I invested in the deal, that after his money, my
3 net ended up being \$2.7 million. Mr. Rogich invested
4 2.1 million and change into the deal. My other investor
5 invested 283,000 and change, that was Robert Ray, and
6 then he's aware that Eliades came in and paid off the
7 FDIC loan.
8 Q. You've not answered my question.
9 A. Yes, I did. I told you that after he
10 invested, I told him, and he also --
11 Q. Told him what?
12 A. That the -- where his money went, and he knows
13 the net amount invested in the Eldorado Hills by all
14 parties.
15 Q. Does he know that his money went to a money
16 market account of Eldorado and that a million four
17 twenty was taken out and given to Go Global?
18 A. He doesn't know about the money market part,
19 no, I don't think --
20 Q. Does he know -- he knows about the million
21 four twenty?
22 A. Yes.
23 Q. What did you tell him about the million four
24 twenty?
25 A. I don't remember the exact conversation.

1 There is no way that I would remember it. He knows that
2 I had advanced over \$4 million or I had invested over \$4
3 million into Eldorado and that we were raising money for
4 the project and that some of my \$4 million was an
5 advancement, and I was going to get paid back supposedly
6 about a million five of it, which I didn't get in full
7 because Sig Rogich and I were supposed to be equal
8 members in it, and I was supposed to be at an equal part
9 with Sig, and he was coming in as an investor
10 additionally to Sig and I.
11 And then Robert Ray was also an investor, but
12 we were also talking to Dr. Nagy and one other guy, and
13 they never ended up investing. Those were Sig's
14 investors. So he knows all about that.
15 Q. But does he know specifically about the
16 million four twenty?
17 A. Yes.
18 Q. And he knows that it came out of his million
19 five?
20 MR. McDONALD: Object to form.
21 A. Yes.
22 BY MR. LIONEL:
23 Q. He knows that?
24 A. Yes.
25 Q. When did you tell him that?

1 MR. McDONALD: Asked and answered.
2 A. After he invested the million five.
3 BY MR. LIONEL:
4 Q. How long after?
5 A. I don't remember.
6 Q. Did you tell it to him in December of 2007?
7 A. I don't remember.
8 Q. How about 2008?
9 A. Yes, in 2008, sometime in 2008 for sure.
10 Q. Is that in the e-mails, or was that --
11 A. No. I would talk to him, yes, and I met with
12 him twice physically.
13 Q. Do you remember whether this was something you
14 told him face-to-face when you met with him?
15 A. Yes, correct.
16 Q. And what did he say?
17 A. He didn't say anything about that. He knew,
18 he knew before he invested what that money was for and
19 that Go Global had advanced a bunch of money for
20 Eldorado Hills, LLC.
21 Q. Are you saying that Mr. Harlap knew when he
22 wired that million five that you were going to take out
23 of there a million four twenty and give it to Go Global?
24 Is that what you're saying?
25 MR. McDONALD: Object to the form, misstates

1 testimony.
2 A. Yes.
3 BY MR. LIONEL:
4 Q. And he agreed to that?
5 A. Yes.
6 Q. When did he agree to that?
7 A. As part of his investment. We met and talked
8 about the investment.
9 Q. But we're talking about the million four
10 twenty out of the money that he wired in.
11 A. Yes, it was supposed to be a million five that
12 Go Global was going to be repaid. Go Global ended up
13 leaving some of the money in Eldorado Hills, LLC.
14 Q. And he knew that you would get the million
15 five?
16 A. Yes, in essence Go Global would have increased
17 its interests in Eldorado Hills, LLC, by the investments
18 it had made because at that time Mr. Rogich and I were
19 the majority members of Eldorado Hills, LLC. Okay? So
20 it was either Go Global increased its membership
21 interest or Go Global would keep its membership interest
22 where it was at and bring in another investor.
23 He was in essence taking a percentage of Go
24 Global's interest, he being Harlap, taking a percentage
25 of what Go Global's interests were.

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1 If we take the pro rata share of the \$4.1
2 million compared to all the capital invested into
3 Eldorado Hills, LLC, of which Rogich was part of, Go
4 Global would have been a much greater percentage-wise
5 owner than Rogich. Go Global would have been majority
6 or the largest investor.
7 When Nanyah agreed to come in, he was going to
8 become a member of our group, Eldorado Hills or Canamex.
9 It was going to be one or the other. Canamex didn't
10 happen. So when he came in, he in essence took what
11 would have been Go Global's interests at a total of \$4.1
12 million down to the \$2.7 million, and he was supposed to
13 own a percentage of Eldorado Hills, LLC.
14 That never was formalized. So he didn't get
15 it on paper. We didn't give him a K-1, but he's
16 supposed to have an interest in Eldorado Hills, LLC, and
17 he knew that he was taking out a percentage of my
18 membership in the company.
19 Q. And he knew that the million four twenty would
20 be taken out of the million five he wired?
21 A. He knew that it would be a million five. I
22 didn't end up taking all million five. Go Global didn't
23 take all million five. It only took a million four
24 twenty.
25 Q. Why was that?

1 A. Because Eldorado Hills needed money for
2 something at the time, and I left it in because I knew
3 the company needed capital, and Sig's investor didn't
4 come in like he was supposed to.
5 Q. Getting back to Mr. Harlap -- you're giving me
6 a lot of -- strike that.
7 You're telling me that he knew that a million
8 four twenty was given to Go Global which came out of his
9 million five?
10 A. He knew that it was going to be a million
11 five. I didn't tell him Go Global left 80,000.
12 Q. He knew that the million five would be for
13 what purpose?
14 A. Mr. Lionel, we have -- I wish I had a
15 chalkboard. Go Global had \$4,100,000 invested in the
16 company at one time. When he agreed to invest, he was
17 going to reduce Go Global's interest in Eldorado Hills,
18 LLC, by a million five. That was the purpose. So he
19 was going to replace Go Global to a certain extent. Go
20 Global still had money invested in Eldorado Hills, LLC.
21 So he wasn't fully replacing Go Global with his purchase
22 of a million five. He was taking a portion of Go
23 Global's interests.
24 Q. And he knew that?
25 A. Yes.

1 Q. It wasn't that he was putting equity into
2 Eldorado, but he was taking part of Go Global's
3 interests.
4 MR. McDONALD: Object to the form.
5 BY MR. LIONEL:
6 Q. Is that right?
7 A. Rephrase that question. I don't understand
8 your question.
9 Q. You don't understand the question?
10 And the money was going to go back to Go
11 Global to lower the interest -- reduce the interest of
12 Go Global?
13 A. Correct.
14 Q. And he knew that?
15 A. Yes.
16 Q. And that's why he was sending a million five?
17 A. Yes. He was buying into the Eldorado Hills
18 project, just like Pete Eliades bought in, same way.
19 When Pete came in or TELD came in, he took a percentage
20 of Eldorado Hills, LLC, I think 60 percent. Who gave up
21 their interest for that? Other investors. He bought
22 our interest. Nanyah Vegas and Yoav Harlap was aware of
23 that as well. He said he realized that he was going to
24 have lesser interest, just like Go Global. Go Global
25 just was referred down to a noninterest-bearing debt at

1 the time in October of 2008, but Eliades bought a big
2 chunk of interest, same type of transaction.
3 Q. Why was there no agreement with Harlap?
4 A. I'm going to try to keep it simple because
5 I've already explained it. Harlap and I have a good
6 relationship. If he sends \$1.5 million, it's supposed
7 to go into an investment. He invests all over the
8 world.
9 There should have been an agreement -- but
10 things changed rather dramatically in '07 and '08 -- or
11 some document. I never gave it to him, not on purpose,
12 but when Sig came in with Pete Eliades and says, "Hey,
13 we're going to buy everybody out, we have an agreement,"
14 I put Harlap in. Sig was supposed to pay money back.
15 Harlap is also in the agreement when Eliades
16 came in. Things were happening fast. A lot was going
17 on. Nanyah Vegas is in the agreement. I didn't give
18 him a certificate or a membership in Eldorado Hills,
19 LLC. I forgot to do it, and I explained that earlier.
20 It wasn't something that we ran like these
21 companies, like if it's a publicly traded company. It
22 was closely held. When I advanced the money into
23 Eldorado Hills, LLC, the \$4.1 million that I had at one
24 point and was adding money throughout the time period
25 leading up to that amount, I didn't charge Eldorado

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1 Hills, LLC, interest like most banks would or you would
 2 or your Lionel foundation would. I didn't charge Sig
 3 interest for that \$4.1 million. I just put the money in
 4 because the company needed the money.
 5 Q. And you didn't charge it interest?
 6 A. I didn't charge it interest.
 7 Q. At all?
 8 A. At all.
 9 Q. For any of the advances?
 10 A. For any. Oh, no, at the end, I did, but I
 11 never got paid on that anyway. I think I ended up
 12 sticking in \$120,000 to make one last payment because
 13 Sig again didn't have the money. I said, "I want to get
 14 paid interest on this," because I needed to go borrow
 15 that money myself.
 16 Q. How much interest?
 17 A. Oh, I don't remember.
 18 Q. 22 percent?
 19 A. Maybe. Yeah, okay, so you know about it.
 20 Yeah, but I had to borrow it.
 21 Q. Of course I know about it.
 22 A. Yeah, okay, so I had to borrow it. So I
 23 charged interest, but the rest of the money, the \$4
 24 million, I didn't charge any interest to the company. I
 25 could have.

1 I got negative 22 percent is what I got, plus.
 2 Invest with Sig Rogich and you get negative.
 3 Q. Paragraph 48, "Unknown to Nanyah, Rogich and
 4 Eldorado decided afterwards" -- that would be after
 5 October 2008 -- "they were not going to repay Nanyah or
 6 buy out their equity interest."
 7 How do you know what they decided, just
 8 because they didn't?
 9 A. Mr. Lionel, do we not know -- I'm making a
 10 statement. Do we not know now that Rogich claims that
 11 he gave away his interest in Eldorado Hills, LLC, or is
 12 that a fact that is going to be in dispute by your side?
 13 Q. I'm going to ask the questions.
 14 A. Okay. So from what I've been told,
 15 Mr. Lionel, Mr. Rogich has given away his interest in
 16 Eldorado Hills, LLC. So this statement, 48, that you
 17 like to read here, "Unknown to Nanyah, Rogich and
 18 Eldorado decided afterwards that they were not going to
 19 repay Nanyah or buy out their equity interest," we know
 20 that -- well, I believe -- I haven't seen the document,
 21 according to what Mr. Rogich has said, he's given away
 22 his interest in Eldorado Hills, LLC. So he didn't pay
 23 Nanyah. He plans on not paying him from what he told
 24 me. He says, "I gave away my interest so I don't have
 25 to pay anything." That's what Sig told me in October of

1 2012.
 2 Q. When did he tell you that?
 3 A. October of 2012.
 4 Q. Was that in the phone call you're talking
 5 about?
 6 A. In a phone call, yeah. Maybe it was
 7 September, but I think it was October.
 8 Q. That's the one phone call you've talked about?
 9 A. Yes, and then we followed up with
 10 correspondence to Mr. Rogich.
 11 Q. What did you say when he said that?
 12 A. You already asked me that question. I said,
 13 "Sig, that doesn't sound right. How can you give away?
 14 What did you get for it?" He said, "Nothing."
 15 And, again, he told me about seven or eight
 16 months after he purportedly gave away his interest. He
 17 never told me when he did it, at the time that he did
 18 it.
 19 Q. Paragraph 51 talks about, "As a direct result
 20 of the actions of defendants, plaintiffs have been
 21 damaged in an amount in excess of \$10,000."
 22 Is that basically what you said before?
 23 A. Yes. Nanyah Vegas hasn't paid any legal fees
 24 in this yet, but they will. So I'm sure it's going to
 25 be a lot more than \$10,000.

1 And, again, same thing for them, yes, he could
 2 have had the million and a half and at least earned
 3 interest on it.
 4 MR. LIONEL: I think that's all that I have.
 5 THE WITNESS: That's great.
 6 MR. McDONALD: Let's go off the record.
 7 (Whereupon, there was a discussion off the
 8 record.)
 9 MR. McDONALD: I don't have any questions.
 10 THE REPORTER: Mr. McDonald, do you want a
 11 copy of the transcript?
 12 MR. McDONALD: Yes, just an eTran.
 13 THE REPORTER: And the exhibits?
 14 MR. McDONALD: Do you think we'll want the
 15 exhibits, Carlos?
 16 THE WITNESS: We have them here. So no.
 17 MR. McDONALD: And send it to my office, and
 18 I'll notify him.
 19 (Whereupon, the deposition was concluded at
 20 3:30 p.m.)
 21
 22
 23
 24
 25

JA_006350

CERTIFICATE OF WITNESS			
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I, CARLOS A. HUERTA, witness herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition.

CARLOS A. HUERTA

This _____ day of _____, 2014

CERTIFICATE OF REPORTER	
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STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Marilyn L. Speciale, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:

That I reported the taking of the deposition of the witness, CARLOS A. HUERTA, at the time and place aforesaid;

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate record of testimony provided by the witness at said time to the best of my ability.

I further certify (1) that I am not a relative, employee or independent contractor of counsel of any of the parties; nor a relative, employee or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCP 30(e) was requested.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 10th day of May, 2014.

MARILYN L. SPECIALE, CRR, RPR, CCR#749

EXHIBIT 14

Therese Shanks

From: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Sent: Monday, October 16, 2017 2:31 PM
To: Mark Simons
Subject: FW: CanaMex Nevada 2007 K-1
Attachments: Nanyah Vegas CanaMex 2007 K-1.pdf

From: srellamas@gmail.com [<mailto:srellamas@gmail.com>] **On Behalf Of** Summer Rellamas
Sent: Saturday, April 12, 2008 1:13 AM
To: Yoav Harlap <Yoav.Harlap@Nanyah.com>
Subject: CanaMex Nevada 2007 K-1

Hello Mr. Harlap. Attached is your 2007 IRS Form K-1 for your investment in CanaMex Nevada LLC. Please let me know if you have any questions.

--

Summer Rellamas
Finance & Administration Manager
Go Global Properties
3060 E. Post Rd, Suite 110
Las Vegas, NV 89120
P: (702) 617-9861 x101
F: (702) 617-9862

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***

Schedule K-1
(Form 1065)**2007**

For calendar year 2007, or tax

Department of the Treasury
Internal Revenue Serviceyear beginning DECEMBER 31, 2007
ending DECEMBER 31, 2007**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Part I Information About the PartnershipA Partnership's employer identification number
26-1508635B Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
C/O GO GLOBAL INC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120C IRS Center where partnership filed return
OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

APPLIED FOR

F Partner's name, address, city, state, and ZIP code

NANYAH VEGAS, LLC
3060 E. POST RD. STE 110
LAS VEGAS, NV 89120G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	99.00000000%	99.00000000%
Loss	99.00000000%	99.00000000%
Capital	99.00000000%	99.00000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	1,500,000.
Current year increase (decrease)	\$	<2,515.
Withdrawals & distributions	\$	
Ending capital account	\$	1,497,485.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)
☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	15 Credits
<u><2,515.></u>	
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	19 Distributions
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A <u>0.</u>	

*See attached statement for additional information.

For IRS Use Only

EXHIBIT 15

CANAMEX NEVADA, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120
(702) 617-9861

April 3, 2011

NANYAH VEGAS, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

RE: CANAMEX NEVADA, LLC
26-1508635
Schedule K-1

Dear Partner:

Enclosed is your 2010 Schedule K-1 (Form 1065), Partner's Share of Income, Credits, Deductions, Etc., which has been filed with the partnership tax return of CANAMEX NEVADA, LLC.

The amounts reported to you on lines 1 through 20 of the Schedule K-1 represent your share of income, credits, deductions, and other information and must be reported on the appropriate lines of your income tax return. Amounts were allocated to you based on the partnership agreement. The IRS uses codes on some lines of the Schedule K-1 to identify the item and provide reporting information. These codes are identified on page 2 of the Schedule K-1.

Should you have any questions regarding the information reported to you on this Schedule K-1, please call.

Sincerely,

For
CANAMEX NEVADA, LLC

NAN_000389

JA_006356

Schedule K-1
(Form 1065)

2010

Department of the Treasury
Internal Revenue Service

For calendar year 2010, or tax
year beginning _____, 2010
ending _____

Partner's Share of Income, Deductions,
Credits, etc.

See separate instructions.

☐ Final K-1

☐ Amended K-1

651110

OMB No. 1545-0089

Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

Part I Information About the Partnership

A Partnership's employer identification number
26-1508635

B Partnership's name, address, city, state, and ZIP code
CANAMEX NEVADA, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
APPLIED FOR

F Partner's name, address, city, state, and ZIP code
NANYAH VEGAS, LLC
3060 E. POST RD, STE 110
LAS VEGAS, NV 89120

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	99.00000 %	99.00000 %
Loss	99.00000 %	99.00000 %
Capital	99.00000 %	99.00000 %

K Partner's share of liabilities at year end:

Nonrecourse \$
Qualified nonrecourse financing \$
Recourse \$

L Partner's capital account analysis:

Beginning capital account \$ 1,497,695.
Capital contributed during the year \$
Current year increase (decrease) \$ -10.
Withdrawals and distributions \$
Ending capital account \$ 1,497,685.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No
If 'Yes', attach statement (see instructions)

1	Ordinary business income (loss)	15	Credits
	-10.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction		
13	Other deductions	19	Distributions
14	Self-employment earnings (loss)	20	Other Information

*See attached statement for additional information.

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

PTPA0312 01/25/11

NAN_000390

JA_006357

EXHIBIT 16

Schedule K-1
(Form 1065)

2007

Department of the Treasury
Internal Revenue Service**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

20-5708487

F Partner's name, address, city, state, and ZIP code

EDDYLINE INVESTMENTS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? **PARTNERSHIP**

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.0000000%	0.1700000%
Loss	0.0000000%	0.1700000%
Capital	0.0000000%	0.1700000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	35,700.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	50,000.
Current year increase (decrease)	\$	<334.
Withdrawals & distributions	\$	
Ending capital account	\$	49,666.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

Final K-1

Amended K-1

OMB No. 1545-0047

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	<1.>	15 Credits
2 Net rental real estate income (loss)	<382.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	49.	
6a Ordinary dividends		17 Alternative mini tax (AMT) items
6b Qualified dividends		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)	A	49.
11 Other income (loss)		
12 Section 179 deduction		20 Other information
13 Other deductions		
14 Self-employment earnings (loss)	A	0.

* See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

113281
12-31-07

Schedule K-1
(Form 1065)

For partner's year 2007, or last

2007

Department of the Treasury
Internal Revenue Service

year beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

THE RAY FAMILY TRUST
82 PANORAMA CREST AVE.
LAS VEGAS, NV 89135G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? TRUST

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	0.00000000%	0.95000000%
Loss	0.00000000%	0.95000000%
Capital	0.00000000%	0.95000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	199,500.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	283,562.
Current year increase (decrease)	\$	<1,272.
Withdrawals & distributions	\$	
Ending capital account	\$	282,290.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)
☐ Final K-1 ☐ Amended K-1 UMB No. 1545-0099**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	<6.>	15 Credits
2 Net rental real estate income (loss)	<1,454.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	189.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		
8 Net short-term capital gain (loss)		18 Tax-exempt income and nondeductible expenses
9a Net long-term capital gain (loss)		C* 1.
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		20 Other information
11 Other income (loss)		A 189.
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A 0.	

*See attached statement for additional information.

For IRS Use Only

JWA For Paperwork Reduction Act Notice, see instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

211261
12-31-07

35

16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0200

JA_006360

EXHIBIT 17

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

Taxable year beginning on

ending

2007

Partner's Share of Income, Deductions,
Credits, etc.

See separately instructions

Part I Information About the Partnership

A Partnership's employer identification number

59-3817718

B Partnership's name, address, city, state, and ZIP code

ELDORADO HILLS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

20-5509798

F Partner's name, address, city, state, and ZIP code

ANTONIO NEVADA, LLC
3441 S. EASTERN AVE.
LAS VEGAS, NV 89169G ☐ General partner or LLC
member-manager☒ Limited partner or other LLC
memberH ☒ Domestic partner☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	9.94000000%	0.00000000%
Loss	9.94000000%	0.00000000%
Capital	9.94000000%	0.00000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	0.
Qualified nonrecourse financing	\$	0.
Recourse	\$	0.

L Partner's capital account changes:

Beginning capital account	\$	2,995,861.
Capital contributed during the year	\$	19,238.
(Distributed year increase) (decrease)	\$	<15,101.
Withdrawals & distributions	\$	3,000,000.
Ending capital account	\$	0.

☐ Tax basis☐ ADAM☐ Section 704(b) book☐ Other (explain)☒ Final K-1☐ Amended K-1

OMB No. 1545-0047

Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

1 Ordinary business income (loss)	<70.>	15 Credits
2 Net rental real estate income (loss)	<17,260.>	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	2,242.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		C* 13.
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec. 1250 gain		A 3,000,000.
10 Net section 1231 gain (loss)		20 Other information
11 Other income (loss)		A 2,242.
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	A 0.	

* See attached statement for additional information.

For the Use Only

JWA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2007

2007

27

16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0192

JA_006362

EXHIBIT 18

Expanded Capital Account Summary

Name ELDORADO HILLS, LLC

I.D. Number 59-3817718

Partner
Number 1
GO GLOBAL, INC.
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

Partner's Identification
Number
88-0432565

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
668,619.	3,240,000.	<97,470.>	1,079,619.	2,731,530.

Partner
Number 2
THE ROGICH FAMILY 2004 FAMILY IRREVOC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

Partner's Identification
Number
20-6200429

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
831,259.	1,403,625.	<97,472.>	209,619.	1,927,793.

Partner
Number 3
ANTONIO NEVADA, LLC
3441 S. EASTERN AVE.
LAS VEGAS, NV 89169

Partner's Identification
Number
20-5509798

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
2,995,863.	19,238.	<18,101.>	3,000,000.	0.

Partner
Number 4
EDDYLINE INVESTMENTS, LLC
3060 E. POST RD., STE. 110
LAS VEGAS, NV 89120

Partner's Identification
Number
20-5708487

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
	50,000.	<334.>		49,666.

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
4,495,741.	4,996,425.	<211,649.>	4,289,238.	4,991,279.

21:01:11
01/27/07

16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0164

JA_006364

Expanded Capital Account Summary

Name **ELDORADO HILLS, LLC**

I.D. Number **59-3817718**

Partner
Number **5**

THE RAY FAMILY TRUST
82 PANORAMA CREST AVE.
LAS VEGAS, NV 89135

Partner's Identification
Number
[REDACTED]

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
	283,562.	<1,272.>		282,290.

Partner
Number

Partner's Identification
Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
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Partner
Number

Partner's Identification
Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
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Partner
Number

Partner's Identification
Number

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
----------------------	------------------------	---------------------------------	-------------	-------------------

Total For All Partner's Capital Accounts

Beginning Capital	Capital Contributed	Schedule M-2, Lines 3, 4 & 7	Withdrawals	Ending Capital
4,495,741.	4,996,425.	<211,649.>	4,289,238.	4,991,279.

711911
04-27-07

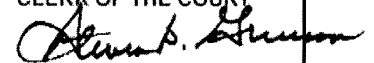
16320411 796474 ELDO7718

2007.05040 ELDORADO HILLS, LLC

RT0165

JA_006365

EXHIBIT 19



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CARLOS HUERTA,)
)
Plaintiffs,)
)
vs.)
)
ELDORADO HILLS LLC,)
)
Defendant.)
)
AND RELATED PARTIES)

CASE NO. A-13-686303-C
DEPT NO. XXVII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NANCY ALLE, DISTRICT COURT JUDGE
WEDNESDAY, MARCH, 20, 2019

RE: MOTIONS

APPEARANCES:

FOR THE PLAINTIFF: MARK G. SIMONS, ESQ.

FOR ELDORADO HILLS: JOSEPH A. LIEBMAN, ESQ.

FOR ROGICH TRUST: SAMUEL S. LIONEL, ESQ.

FOR ROGICH DEFENDANTS: BRENOCH WIRTHLIN, ESQ.

RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 LAS VEGAS, CLARK COUNTY, NEVADA, MARCH 20, 2019, 9:07 A.M.

2 * * * * *

3 THE COURT: Huerta versus Eldorado Hills.

4 MR. SIMONS: Good morning, Your Honor.

5 THE COURT: Appearances, please.

6 MR. SIMONS: Mark Simons on behalf of Nanyah.

7 THE COURT: Thank you.

8 MR. LIEBMAN: Good morning, Your Honor. Joseph
9 Liebman on behalf of Eldorado Hills.

10 THE COURT: Let's kind of go in order. I know who
11 everybody is, but I'd like to be polite and refer to all of you
12 by your names.

13 MR. LIONEL: Good morning, Your Honor. Sam Lionel
14 representing the Rogich trust.

15 THE COURT: Thank you.

16 MR. WIRTHLIN: Good morning, Your Honor. Brenoch
17 Wirthlin with Mr. Lionel on behalf of the Rogich defendants.

18 THE COURT: Thank you all. We've got three matters
19 on for today.

20 Is there anyone else who wishes to make an
21 appearance?

22 No. Okay. Good enough.

23 So we have the Nanyah's Motion in Limine 5, Nanyah's
24 Motion in Limine Number 6, and then the Rogich defendants
25 motion to compel. I'd like to take them in that order.

1 Mr. Simons.

2 MR. SIMONS: Yes, Your Honor. May I use the podium,
3 please?

4 THE COURT: Wherever you're more comfortable. And
5 apparently people are having a hard time hearing me today.

6 MR. SIMONS: It is.

7 THE COURT: Is it this beautiful courtroom and the
8 ceiling. It bounces the sound around. I'll do my best to
9 speak up.

10 MR. SIMONS: Okay. Let me know when you're ready --

11 THE COURT: I am.

12 MR. SIMONS: Okay. These motions, the two motions
13 I'm presenting today are the consequence of the April -- excuse
14 me, October 5th order. As the Court's already addressed in
15 the last hearing, there's some consequences and effects coming
16 out of that order that will impact the issues [unintelligible]
17 jury issues as well as the trial, and I believe from the
18 perspective of our motions it's going to streamline the trial
19 quite significantly.

20 So why we have to bring this motion is that there is
21 the perception by the defendants that they get to revisit facts
22 that are undisputed; and they get to attempt to bring in
23 evidence that contradicts or varies the terms of the contracts
24 that the Court has said are clear and unambiguous, hence the
25 need to prevent that evidence from being brought to bear at

1 trial and to address it early on so that we can prep properly
2 for trial.

3 So the October 5th order says at paragraph 2 that
4 Nanyah did invest the 1.5 million into Eldorado.

5 Paragraph 4 also says that the agreements
6 specifically identify that the Rogich trust assumed the
7 obligation to repay Nanyah.

8 Then you have the analysis of the contracts in the
9 paragraph 7 and paragraph 14, and paragraph 14 is kind of the
10 foundational premise of my parol evidence rule motion.
11 Paragraph 14 states that the contracts are unambiguous; under
12 the parol evidence rule, nobody can bring in evidence to
13 contradict. And then at that point in time you may recall that
14 I was -- the motions addressed some statements made by Pete
15 Eliades with regards to what he believes his obligations were
16 under the contract. The Court says, No, Mr. Simons, I'm not
17 going to consider that because the contracts are clear and
18 unambiguous. So your attempt to modify or vary the terms of
19 the contract is barred, and that's contained in your order
20 barring Nanyah, my client, from attempting to use any parol
21 evidence.

22 So bringing that to the attention of the Court in
23 this motion, I'm going to address both the Rogich's oppositions
24 and the Eldorado's oppositions because they are very similar in
25 some respects.

1 There was the issue of 2.47, the requirement to meet
2 and confer. They bring that up. I believe that the Court's
3 order, scheduling order didn't contain that component. This
4 Court's scheduling order --

5 THE COURT: Well, I think it's implicit in every
6 motion that an effort should be made. I'm going to hear the
7 motions today --

8 MR. SIMONS: Okay.

9 THE COURT: -- but let me caution you that I
10 regularly enforce that rule.

11 MR. SIMONS: And not a problem.

12 And but what we can see is even if we would've
13 complied with that there was still -- there's the opposition,
14 that there was --

15 THE COURT: Well, no. Compliance is important.
16 So --

17 MR. SIMONS: I have no problem with that, and I'll do
18 that to the extent ever it pops up again.

19 Now going to the substantive aspects, the argument is
20 made that Nanyah was not -- is a stranger to the contract.
21 Then we heavily briefed that, and there was a reliance by the
22 Rogich defendants on an 1879 case, the *Bank of California v.*
23 *White*, but that case didn't deal with third-party beneficiary
24 status. It dealt with actually a party that was complete
25 stranger to a relationship. This -- that case has no

1 applicability to this case, and is contrary to the law that in
2 the State of Nevada third-party beneficiaries are subject to
3 the terms and defenses contained in the contract. Therefore,
4 the parol evidence rule does apply even in third-party
5 beneficiary statuses.

6 The Court has called out at paragraph 4 that Nanyah
7 was called out as a recipient of the obligations contained in
8 the various contracts, and that was the recipient of receiving
9 our either membership interest or our \$1.5 million back.

10 So that brings us to the arguments that Eldorado
11 asserts that there is no callout for an obligation on Eldorado,
12 which is not necessarily applicable to the parol evidence rule.
13 They're arguing and saying, look, we don't believe that the
14 October 5th order contains an obligation that is capable of
15 being imposed on Eldorado.

16 I disagree with that because the way the order lays
17 it out, Eldorado invested in October -- excuse me,
18 December 2007. The agreements where the Rogich trust assumed
19 the obligation on behalf of Eldorado didn't take place until
20 October 31st, 2008. So for a 9, 10 month period of time,
21 there existed an obligation that was solely held by Eldorado,
22 and in order to assume an obligation, there has to be a
23 preexisting obligation, which we point out, and that is that
24 there was the receipt by Eldorado and an obligation to either
25 return the money by Eldorado or to issue a membership interest.

1 Neither of those happened at the time. So therefore
2 the Rogich trust enters into an agreement and says, look, I'll
3 assume, and this brings in the surety argument, I'll assume on
4 behalf of Eldorado this obligation to Nanyah to replace that
5 money. So that in a brief [unintelligible] the callouts of the
6 obligation, which is the foundational premise is the 1.5. So
7 to the extent Eldorado argues that there is no obligation upon
8 Eldorado with regards to the 1.5, I think the order is clear
9 that it identifies it and also expressly states that in order
10 to assume there had to be a preexisting obligation.

11 Eldorado makes the follow-up argument that they're
12 not bound by any agreement. Therefore the parol evidence rule
13 doesn't apply, but what we point out is the operating
14 agreement, the amended operating agreement by Eldorado at
15 Recital A incorporates in total the October 31, 2008,
16 agreements which obligate the repayment to Nanyah.

17 And, in fact, at paragraph 5C, Subsection 3 of your
18 order, and this is on page 6, your order specifically addresses
19 this, and it says,

20 The terms and conditions of the October
21 30th, 2008, membership interest purchase
22 agreement were incorporated by reference into
23 the October 30th, 2008, amended and
24 restated operating agreement. See Recital A.
25 So your order specifically addresses the wholesale

1 incorporation and adoption of the obligations contained in the
2 contracts that you found were clear and unambiguous to repay my
3 client the 1.5 million. Operating agreements, as we brief, are
4 contracts binding the company and the members.

5 So now we have the parol evidence directly applicable
6 to Eldorado. We have the parol evidence directly applicable to
7 the Rogich trust under the clear and unambiguous agreements.
8 We have the Court specifically calling out the parol evidence
9 rule is applicable in this case because the contracts are clear
10 and unambiguous.

11 So the effect of this order, this motion in limine
12 would obviate all the attempts by the defendants to come up
13 with excuses or reasons that Nanyah did not invest or that
14 there was not an obligation to repay Nanyah, which will
15 significantly streamline the case. That takes about three days
16 out of the case. So and we don't need that evidence because we
17 have an order that says it's undisputed findings of fact and
18 that the terms of the contracts are clear and unambiguous.

19 THE COURT: Thank you.

20 And the oppositions.

21 (Pause in the proceedings)

22 MR. LIEBMAN: Good morning, Your Honor. Let's back
23 up a little bit. Nanyah has one claim against Eldorado Hills,
24 unjust enrichment. That's the only claim they've pled at this
25 particular point in time. They've never pled a contract claim

1 against Eldorado Hills. If there was a contract going back to
2 2007 that we agreed to pay them back \$1.5 million, you'd think
3 they would've brought a breach of contract claim. They didn't.
4 How are they going to prove an unjust enrichment claim by
5 keeping out parol evidence? If parol evidence doesn't come in,
6 they can't prove an unjust enrichment claim. They can't prove
7 their claim, and it has to be dismissed because they don't have
8 a breach of contract claim.

9 Now, even if this Court allowed them to go forward on
10 some sort of implied in fact contract claim that they've
11 alluded to in the past, and we certainly object to that, and we
12 don't believe they should be able to add that claim at this
13 late hour, again, an implied contract claim is not a written
14 contract. The parol evidence rule only applies to written
15 contracts.

16 Now, they're trying to come back six years after the
17 case was filed and specifically say at this point, well, you
18 guys are parties to the operating agreement which incorporates
19 other agreements, and those agreements don't say anything about
20 Eldorado Hills owing money. They say that Rogich is solely
21 responsible for the potential claim, and trying to bootstrap
22 those agreements. They don't say anything about Eldorado Hills
23 owing money and say you're a party to this agreement over here,
24 and therefore we can use the parol evidence rule.

25 But the same order that they're relying on to try to

1 make that argument specifically includes the parties to the
2 operating agreement, and this is on page 5 of the order. It
3 says, the October 30th, 2008, amended and restating operating
4 agreement between the Rogich trust, the Flangas trust and Teld.
5 It does not include Eldorado Hills. Eldorado Hills did not
6 sign it. There is a no-third-party-beneficiary-provision in
7 there that says only the parties to this contract are bound by
8 this particular contract.

9 So to be honest with Your Honor, I mean, this
10 argument that he's making it just doesn't make any legal sense.
11 There's no basis to try to keep out parol evidence against
12 Eldorado Hills when Eldorado Hills is not parties to any of
13 these contracts, and there's no contract claim asserted against
14 Eldorado Hills.

15 So unless you have any other questions, I thank you.

16 THE COURT: Mr. Wirthlin.

17 MR. WIRTHLIN: Yes, Your Honor. Thank you.

18 I don't want to belabor the points. I know the
19 Court's read their pleadings, but I'd just like to hit some of
20 the highlights, but please interrupt me with any questions, of
21 course, at any time.

22 2.47 issue, I won't go into it -- the Court's
23 recognized it -- other than to say it happened last time the
24 Court gave them a pass. We would submit that that should end
25 the inquiry there.

1 But as far as the merits on the parol evidence rule
2 we strongly dispute. In fact, there's no case law that
3 plaintiff's counsel has come up with that suggests in any way
4 the *White* case is not good law, and the -- it's true that
5 the -- that's why we cited that *Pittman* [phonetic] case to show
6 very clearly the third party -- a purported third-party
7 beneficiary is not a party to the contract.

8 In fact, if we want to go back to that October 2018
9 order, this Court explicitly found that Nanyah was, in fact,
10 not a party to the contract. I mean, I don't think that's
11 really in dispute. At paragraph 13, quote, Nanyah was not a
12 party to this agreement, end quote. I think that's where the
13 inquiry ends there. The parol evidence rule cannot apply.

14 The other part of it is two things I guess I want to
15 talk about. Nanyah says, well, they just want to have the
16 parol evidence rule not apply because they want to address
17 these issues that are -- have already been decided. Well, we
18 disagree with that in several respects.

19 First of all, we interpret that October 2018 order
20 differently than Nanyah does. They -- in fact, counsel just
21 got up and said paragraph 2 says not con -- concludes Nanyah
22 invested in Eldorado. Well, that's not what paragraph 2 says.
23 What paragraph 2 says that in -- is, quote, In December
24 of 2007, Nanyah wired \$1.5 million which eventually was
25 deposited into Eldorado's bank account, end quote.

1 Your Honor, that is clearly one of the issues that we
2 feel is absolutely disputed that the jury needs to decide.
3 Yes, the money was funneled through Eldorado. Nobody disputes
4 that Mr. Huerta was very clever in how he took the money from
5 Nanyah, funneled it through Eldorado, and it ends up in his
6 pocket of his entity Go Global. He got that money. Yes, he
7 funneled it through Eldorado so that he could later say, oh, it
8 was an investment, but he took it out as a consulting fee. So
9 there is no question from our position this is absolutely a
10 disputed issue of fact.

11 And again I think what is going on here is that
12 Nanyah is trying to spin that October 2018 order into summary
13 judgment. Obviously they filed a summary judgment motion on
14 it. I don't think there's any dispute there.

15 But they even go so far as to say, if you look at
16 some of the other paragraphs, at paragraph 14, which they also
17 rely on, I think -- I don't mean -- I don't think I'm
18 misstating what Nanyah's counsel said when he said that that's
19 the basis for this motion and for a lot of their motions, and
20 if we look at paragraph 14, Your Honor, what it says is the
21 Court is precluded from, quote, the Court -- well, the Court
22 is, quote, Precluded from considering any testimony to
23 determine the Eliades defendants' so-called contractual
24 liability, end quote.

25 And that's the Krieger cite, and that's true. And

1 Nanyah tries to spin that. In fact, says, well, the Court
2 cites *Krieger*, and so therefore the parol evidence rule
3 applies, and the Rogich defendants can't even present their
4 case is what effectively he's saying, and that's just not true.
5 The *Krieger* analysis, the citation and that paragraph 14
6 relates to the Court's determination as to the Eliades
7 defendants' summary judgment. We don't want to overturn that.
8 We've never tried to overturn that.

9 But the order itself says in multiple places, and
10 we've cited paragraph -- I think it's paragraph page 8 -- yeah,
11 paragraph 15. Nanyah is, quote, An alleged third-party
12 beneficiary. Then page 9, paragraph 20, quote, Return of
13 Nanyah's alleged investment in Eldorado. That's been an issue
14 from Day 1.

15 Yeah, the money was funneled through Eldorado, but
16 did Eldorado get any benefit, and, yes, Mr. -- those -- those
17 agreements say what they say, and the Court has interpreted
18 them to the extent they apply to the Eliades defendants' motion
19 for summary judgment, but the Rogich defendants had a different
20 defense. And so even if the Court was just looking strictly at
21 that order, and that's all we wanted that evidence for, any
22 parol evidence, the Court, it's our position, could not grant
23 the plaintiff's motion in limine.

24 But in addition to that, and we point this out a
25 little bit in our reply that gets into some of the other issues

1 on the motion to compel that I'll leave for that argument, but
2 these -- you know, the parole evidence and the parties' intent
3 and what happened goes directly to our affirmative defenses as
4 well. It's not simply addressing the issue of the Eliades
5 defendants' summary judgment, which we're not addressing now,
6 and some of those other issues that haven't even been addressed
7 at this point, like, for example, the K-1's. What is the
8 effect of those K-1's? The November email, and again that's in
9 our reply in our motion to compel, but it shows clearly that,
10 Number 1, Nanyah was not a part of this contract. So under the
11 *White* case binding Supreme Court precedent, the parole evidence
12 rule cannot apply.

13 Number 2, the story that we're getting now is not the
14 actual story. We're looking at emails and correspondence where
15 Mr. Harlap is saying even as late as November 2016, he doesn't
16 even know how his money supposedly made it into Eldorado. This
17 is -- this is clearly, and it's our theory, and I don't think
18 there's any secret about it, this was Mr. Huerta's doing from
19 the beginning, and yes, he funneled that money through Eldorado
20 at some point but took it out for his own benefit where it
21 ended up, and we need to be able to present that to the jury,
22 Your Honor.

23 So we would submit that those issues are issues of
24 fact for the jury with respect to the Rogich defendants and
25 that the parole evidence motion by plaintiff should be denied.

1 Thank you.

2 THE COURT: Thank you.

3 And the reply, please.

4 MR. SIMONS: Yes. Thank you.

5 First off, let's kind of get back to the reality of
6 the situation. Eldorado took our money, undisputed. What did
7 we get in exchange for it? We were supposed to get either a
8 membership interest or the return of our money. Eldorado
9 stands up here and says we don't have any liability. There's
10 nothing that says we have any liability. Oh, and by the way,
11 Judge, forget and ignore that the contracts say, and Rogich
12 trust, and Mr. Rogich unequivocally state and confirm that
13 Eldorado received our \$1.5 million investment, paragraph 5B1.

14 Exhibit D to that agreement, Nanyah invests -- has
15 1.5 million investment into Eldorado.

16 Paragraph Subsection 4, That there was a repayment
17 obligation to pay Nanyah for its, quote, Investment into
18 Eldorado.

19 Paragraph 5A, sub 2, The Exhibit A claimants include
20 Nanyah, and its 1.5 million investment into Eldorado.

21 Paragraph 4, The Rogich trust specifically agreed to
22 assume the obligation to pay Nanyah its percentage interest in
23 Eldorado or to pay Nanyah its 1.5 million invested into
24 Eldorado.

25 Our money went in to Eldorado. Now, you're hearing

1 we want a defense that somebody else, Mr. Huerta, is a bad guy.
2 Okay. That's totally irrelevant. Bring that up later.
3 Eldorado and Rogich trust, you have an obligation. That's what
4 this case is about, and that's what the parol evidence rule
5 means.

6 We hear that Eldorado doesn't have any contractual
7 obligations even though Eldorado has acknowledged by adoption
8 and incorporation of these contracts into its operating
9 agreement saying Eldorado received 1.5 million from Nanyah.
10 That's a contract that binds Eldorado as well as the Rogich
11 trust.

12 I'm going to hit the case law and their reliance upon
13 the Bank of America versus White, Bank of California versus
14 White. Inapplicable. It doesn't even apply. Two, case law in
15 Nevada is clear the third-party beneficiaries are bound -- are
16 treated as a party to the contract, and I'm not going to rehash
17 the briefing that we provided in our reply.

18 There's the also the interesting argument that the
19 parol evidence rule applies to Nanyah and the Eliades
20 defendants, but not the rest of us defendants. We want to come
21 in and say whatever we want that contradicts that there is an
22 obligation to repay you. That's not how the parol evidence
23 rule works. That's not how the Court has ruled already. Parol
24 evidence rule is applicable in this case.

25 The last item was the alleged third-party

1 beneficiary. The Court actually addressed this with regards to
2 the Eliades, and this is at paragraph 18. This is the Eliades
3 defendants, and the Court said, No, the Eliades defendants
4 under the agreements do not have any obligation for Nanyah's
5 benefit. So that is different than the Rogich trust and
6 Eldorado who have specifically stated the obligation because
7 the Court has called out four other times in the order there is
8 an obligation, actually uses the term obligation.

9 So I think this -- I don't see how there could be any
10 way to avoid the application of the parol evidence rule in this
11 case given the rulings, given the clear and unambiguous terms
12 of the contracts.

13 THE COURT: Thank you all.

14 This is Nanyah's Motion in Limine Number 5. It's now
15 submitted with regard to parol evidence. The motion will be
16 denied for the following reasons.

17 First, a written contract is needed to invoke the
18 parol evidence rule under the case of Ringle versus Bruton, and
19 here Nanyah's claim against Eldorado is for unjust enrichment
20 because there's no written contract that exists. So parol
21 evidence can't be applied as to that.

22 With regard to the Rogich defendants, I haven't made
23 an express finding at this point that Nanyah was a third-party
24 beneficiary. That matter is deferred to be determined at the
25 time of trial, and -- and the case for that would be Canfora

1 versus Coast Hotels.

2 So the motion will be denied in all respects.

3 Defendants to prepare one or two orders.

4 Can you work together to present one order?

5 MR. WIRTHLIN: We will. Yes, Your Honor.

6 MR. LIEBMAN: Yes, Your Honor.

7 THE COURT: And who will take the laboring oar?

8 MR. LIEBMAN: I'm sorry?

9 THE COURT: Who will take the laboring oar?

10 MR. LIEBMAN: I can take the lead.

11 MR. WIRTHLIN: Thank you.

12 THE COURT: All right. Mr. Liebman will prepare the
13 order. All parties will be given the opportunity to approve
14 the form of the order.

15 The second motion is Nanyah's Motion in Limine
16 Number 6 with regard to date of discovery.

17 Mr. Simons.

18 MR. SIMONS: This order -- this motion is premised on
19 the Motion in Limine 3, which the Court granted. It talked
20 about the date of discovery. Now, there's two components to
21 the date of discovery. One component is the actual date.
22 Okay. It appears that everybody has conceded the actual date
23 my client became aware of improper activity was December
24 of 2012, the actual notice, and the Court said, look,
25 Mr. Simons, even though the Rogich defendants admitted it, I'm

1 going to give them some opportunity to come in with some
2 evidence. There's been no evidence presented or brought either
3 under 16 1 or under Rule 37.

4 So the actual -- I should have a ruling from this
5 Court -- actual date of discovery of the transfers of the
6 membership interests by the Rogich trust was December of 2012.
7 Now, the arguments that have been presented are, Judge, we
8 think that Mr. Simons's motion is trying to prevent us from
9 saying when Nanyah should have discovered, and that wasn't the
10 premise of the motion. The premise of the motion was the
11 actual date of discovery. Okay.

12 So what defendants are going to want to do is say
13 hypothetically we think Nanyah should have discovered some type
14 of breach earlier than December of 2012, but the problem with
15 that is what -- where was the component, the temporal component
16 imposed upon the defendants to act? Under the agreements in
17 2008, there was no temporal component, meaning did Rogich Trust
18 and Eldorado did not have to perform by a date certain. It
19 says they will do this activity in the future. So then the
20 triggering event is when there's an act, an event that
21 transpires where it's going to -- an indicator of a repudiation
22 or breach of the contract. That did not actually take place
23 until December of 2012.

24 So to the extent that our motion was limited to the
25 actual date of discovery, I think that's unopposed. To the

1 extent of this hypothetical, hey, we want to argue at trial you
2 should have done something else because there's this activity,
3 the scope of the motion didn't want to go that far. So I hope
4 that clarifies my position on that.

5 THE COURT: I understand your position.

6 MR. SIMONS: Okay. But later on we'll be dealing
7 with that issue. That's why I brought that up.

8 THE COURT: Thank you.

9 Oppositions.

10 MR. LIEBMAN: Your Honor, I think the other confusing
11 aspect of Mr. Simons's motion or Nanyah's motion is that it's
12 premised on the belief or the idea that Nanyah learning that
13 the Rogich Trust transferred its interest to the Eliades Trust
14 would be what starts the statute of limitations. That's not
15 true at least from Eldorado's perspective. Our position is,
16 and Mr. Simons said it with respect to the last motion, in
17 2007, his client is claiming I gave \$1.5 million. I should've
18 got a membership interest in Eldorado Hills.

19 Now, there's confusion about that, whether it's
20 Canamex, Eldorado Hills. That's beside the point. But if
21 that's the position he's going to take and 2008 goes by and he
22 doesn't have a membership interest and he's getting K-1's from
23 Canamex instead of Eldorado Hills, we're going to argue to the
24 jury that that started the clock on the statute of limitations
25 because he knew at that particular point in time he didn't get

1 what he claims he allegedly bargained for.

2 And that was our dispute with the motion was we want
3 to argue, back in 2007, 2008, when he claims he didn't get what
4 he bargained for, he knew or should have known -- we're going
5 to prove, try to prove both -- that he didn't get what he
6 bargained for. Therefore, the four years on the unjust
7 enrichment statute of limitations begins. He didn't file until
8 2013. The claim is barred by the statute of limitations. So
9 that's why we oppose the motion, Your Honor.

10 THE COURT: Mr. Wirthlin.

11 MR. WIRTHLIN: Thank you, Your Honor.

12 Our points are similar to Eldorado's. There's no --
13 we've never conceded anything as far as when Mr. Harlap knew or
14 didn't know anything, but just to be clear on that point. It's
15 only in the complaint that Harlap asserts, well, I didn't know
16 about this 2012 agreement until late in 2012. Well, we're
17 entitled to cross-examine him on that issue. We're entitled to
18 cross-examine Mr. Huerta because obviously the link between
19 what Mr. Harlap knew or didn't know and when he did or didn't
20 know it and what Mr. Huerta told him is very clearly a part of
21 that analysis, and we think at this point there's been nothing
22 that would allow the finding that no other evidence can come
23 in, including Mr. Harlap's and Mr. Huerta's own testimony at
24 trial.

25 We do also dispute it still seems like Nanyah is

1 trying to conflate when Harlap supposedly found out about the
2 2012 agreement and the accrual date, and I don't want to rehash
3 everything that Mr. Liebman said, but we absolutely agree that
4 2008, you know, Harlap is getting K-1's from Canamex, not from
5 Eldorado. So we don't concede anything as far as a temporal
6 component, you know, having been decided or that somehow the
7 suggestion in the complaint.

8 And again I don't think there's a declaration that
9 I've seen or anything like that. It's simply Mr. Harlap's
10 complaint that I think the plaintiff is relying on. So we
11 would submit the motion should be denied.

12 THE COURT: Thank you.

13 MR. WIRTHLIN: Thank you, Your Honor.

14 THE COURT: And the reply, please, Mr. Simons.

15 MR. SIMONS: Yes. Counsel is unaware that his own
16 client has testified and submitted an affidavit to this Court
17 that he had no discussions, Mr. Rogich had no discussions with
18 my client whatsoever. Their answer acknowledges that. The
19 date we discovered that there was this transfer was in December
20 of 2012. Not a single shred of evidence has come in this case
21 contesting that fact. So that's why we want the motion in
22 limine on that point.

23 The arguments you heard is they want to come in and
24 say my client should have known. That's the distinction.
25 We're not seeking to say that they're prohibited from coming in

1 and saying you should have known because of this circumstantial
2 event and trying to generate some type of traction with that,
3 and so that's the distinction I'm making with the motion.

4 THE COURT: Thank you.

5 This is the Nanyah's Motion in Limine Number 6 with
6 regard to date of discovery. It will also be denied for the
7 following reasons.

8 The Rogich defendants have denied paragraph 83 of the
9 answer. They should be able to -- they should be permitted to
10 present evidence in support of their defense.

11 Also with regard to the date of discovery, that again
12 is a factual determination for the jury. The defendants have
13 claimed that the plaintiff should have known in 2007 or 2008,
14 and I don't want to preclude them from raising that defense.
15 Questions of fact exist with regard to the statute of
16 limitations defense.

17 So the motion will be denied.

18 Mr. Wirthlin to prepare the order.

19 MR. WIRTHLIN: Yes, Your Honor.

20 THE COURT: And everyone has the ability to sign off.

21 Then we have the third motion this morning would be
22 the Rogich defendants' motion to compel production of the
23 plaintiff's tax returns.

24 And, Mr. Wirthlin.

25 MR. WIRTHLIN: Thank you, Your Honor. I'll make it

1 brief.

2 We think that those tax returns, excuse me, are
3 critical to --

4 THE COURT: Hang on. I just need to find my notes.

5 MR. WIRTHLIN: Oh, sure.

6 THE COURT: I've got pages of notes up here. Sorry.

7 MR. WIRTHLIN: Understood, Your Honor. I can wait
8 now or whatever --

9 THE COURT: Go ahead.

10 MR. WIRTHLIN: Really, it just comes down to that
11 Schedule L because the issue again in this case is -- well, let
12 me back up. The main defense as I understand it from the
13 plaintiff is well, they just want to use that issue, use those
14 tax returns to violate the parol evidence rule. Well, I think
15 that the Court's earlier ruling today on the parol evidence
16 rule motion in limine takes away that argument.

17 But in addition to that, not only do we want to show,
18 use that to show that the story now is not what was actually
19 taking place at the time because we believe that Nanyah
20 scheduled -- the schedule L will show they believe they had an
21 investment in Canamex, not Eldorado, and we think that email
22 from Mr. Harlap to Mr. Huerta in November shortly -- it was,
23 like, three days or something before that 2016 complaint was
24 filed where he says, I don't even know where my money is right
25 now. He doesn't even know what's going on. So we think that

1 that is clearly a disputed issue of fact for the jury.

2 But also it goes to the statute of limitations
3 because if Nanyah is back in 2007, 2008 scheduling, you know,
4 filling out their Schedule L and their tax return saying, hey,
5 we've got this \$1.5 million investment in Canamex, they know
6 exactly where their money is, that it's not in Eldorado and
7 that their story now about, well, we were supposed to get this
8 interest in Eldorado, they knew or should have known at that
9 time. They were on notice, and not just constructive but
10 actual notice that the purported obligation to provide an
11 interest in Eldorado had not been complied with, and therefore
12 statute of limitations are proved there.

13 It goes to our other affirmative defenses, but unless
14 the Court has any questions, I'll leave it at that for now.

15 THE COURT: No.

16 Mr. Liebman, do you have anything before I hear the
17 opposition?

18 MR. LIEBMAN: I would agree with everything he just
19 said, but other than that no.

20 THE COURT: The opposition, please.

21 MR. SIMONS: So the request for tax returns is for
22 the concept that Nanyah did not invest 1.5 million into
23 Eldorado. You've already said the contracts are clear and
24 unambiguous, that Nanyah did invest the 1.5 million. So why
25 are we talking about whether there was an investment

1 [unintelligible] 1.5 million? You said, the contract's clear
2 and unambiguous that the Rogich Trust confirmed that the
3 1.5 million was invested into Eldorado. So why are we going to
4 revisit whether Nanyah invested 1.5 million?

5 We have an admission by a party that the Court says
6 is clear and unambiguous in the terms of the contract. We've
7 got you holding that there's clear and unambiguous that we
8 invested, but we want to ignore that. We want to be able to
9 challenge what the Court has said in its order about my
10 client's investment.

11 I don't think you can. There's no way to say what my
12 client -- what transpired outside the scenes is irrelevant --
13 and it's an irrelevancy issue -- irrelevant to Nanyah's
14 investment because Nanyah's investment is deemed to have
15 occurred as an undisputed fact and as a conclusion of law based
16 upon your interpretations of the contracts.

17 So this motion should be denied.

18 THE COURT: Thank you.

19 And the reply, please.

20 MR. WIRTHLIN: Yes, Your Honor, just very briefly.
21 Hits on -- we disagree again with Nanyah's interpretation of
22 the October order. We think there are absolutely issues of
23 fact on this that need to be decided by the jury, and it again
24 goes to notice, statute of limitations. When did Nanyah know
25 that its investment was in Canamex? If it had an investment,

1 that it was in Canamex instead of Eldorado, and again I don't
2 want to belabor that point, but we believe that the tax return
3 should be produced for that reason as well. Thank you.

4 THE COURT: Thank you. This is the Rogich
5 defendants' motion to compel production of the plaintiff's tax
6 returns and for attorney's fees on an order shortening time.

7 The motion will be granted in part and denied in part
8 as follows: The motion to compel will be granted. The request
9 for attorney's fees will be denied.

10 And I'm going to grant the motion to compel because
11 there are parts of that tax return that may be relevant to
12 issues of fact. The defendant has asserted as a defense the
13 character of the plaintiff's investment, and so that part of
14 the tax return showing the treatment will be discoverable.

15 What I'm going to suggest is the front page of
16 Schedule L should be provided. Certainly the plaintiff has the
17 ability to redact nonrelevant parts of that return. I didn't
18 see where a protective order is in place in this case. If
19 there is one, I didn't see it in the document.

20 ATTORNEYS: We don't have one. I don't believe so.

21 THE COURT: So if the parties can agree to a
22 protective order, it can be produced pursuant to a protective
23 order, and I would suggest that given -- you're set for trial
24 in a month. So I'm going to say that within 10 days after
25 entry of the order that tax return should be provided.

1 And I encourage the parties to work on a protective
2 order in the meantime. If you can't come to terms on that,
3 request a telephonic, and I'll resolve it for you without the
4 necessity of filing an additional motion. If you request a
5 telephonic, send me letters outlining your positions so I will
6 be prepared for that telephonic.

7 MR. WIRTHLIN: Will do. Thank you.

8 THE COURT: And Mr. Wirthlin will be directed to
9 prepare that order forthwith.

10 MR. WIRTHLIN: Thank you, Your Honor.

11 MR. SIMONS: Clarification. I want to make sure I
12 heard you.

13 THE COURT: Yes.

14 MR. SIMONS: Schedule L, the first page.

15 THE COURT: Schedule L and the front page of the
16 return. Redact as necessary --

17 MR. SIMONS: Because I'm going to be trying to get on
18 it while we're working out the order.

19 THE COURT: Thank you.

20 All right, guys. Now, this case is set for trial.
21 You've got a firm date on April 22nd. I am entering an order
22 today striking the motions for summary judgment. They will not
23 be heard. They are past the dispositive deadline. No motions
24 for summary judgment will be heard.

25 On April 4th we have motions in limine. That will

1 go forward.

2 You've got a pretrial on April 18th.

3 And you are on the tip of a speeding bullet for
4 April 22nd to go to trial. Expect to go.

5 Yes, Mr. Simons.

6 MR. SIMONS: Just a couple clarification issues.

7 THE COURT: Okay.

8 MR. SIMONS: We also have our --

9 THE COURT: And I have the order here. So it hasn't
10 been entered yet, but I wanted to provide copies for you.

11 Yes. In the meantime?

12 MR. SIMONS: On the motions in limine, on the 4th we
13 also have our motion for settling certain jury instructions.

14 THE COURT: Yeah. And I'm not sure whether or not I
15 can settle jury instructions before I hear evidence. I really
16 don't do it that way. So --

17 MR. SIMONS: Well, it's premised not on evidence.
18 It's premised on the Court's order, and the case law is pretty
19 clear.

20 THE COURT: So for now that's on calendar on April
21 4th.

22 MR. SIMONS: We'll address it then.

23 THE COURT: I'm not prepared on that issue today. I
24 was prepared on the three other things. Plus, I wanted to
25 provide some case management for you for your trial.

1 If you guys would approach with a copy of the order
2 striking. So it will be on calendar on April 4th.

3 MR. SIMONS: Also we tried to work out the order
4 denying the Rule 60B motion.

5 THE COURT: Right.

6 MR. SIMONS: And we didn't work out an agreement on
7 that. So I prepared ours. The only objection was that there
8 was a reference to the Court undisputed findings of fact and
9 conclusions of law, otherwise that's the only issue with the
10 order.

11 THE COURT: Good enough.

12 MR. WIRTHLIN: We'll submit ours today.

13 THE COURT: You submit yours today, and we'll hold it
14 until we've seen both.

15 MR. WIRTHLIN: Okay. Thank you, Your Honor.

16 THE COURT: Good enough, guys. All right. So I will
17 see you April 4th.

18 (Proceedings concluded at 9:47 a.m.)

19 -oOo-

20 ATTEST: I do hereby certify that I have truly and correctly
21 transcribed the audio/video proceedings in the above-entitled
22 case.

23

24

25



Dana L. Williams
Transcriber

MR. LIEBMAN: [7] 2/8 8/22 18/6 18/8 18/10 20/10 25/18 MR. LIONEL: [1] 2/13 MR. SIMONS: [24] 2/4 2/6 3/2 3/6 3/10 3/12 5/8 5/11 5/17 15/4 18/18 20/6 22/15 25/21 28/11 28/14 28/17 29/6 29/8 29/12 29/17 29/22 30/3 30/6 MR. WIRTHLIN: [16] 2/16 10/17 18/5 18/11 21/11 22/13 23/19 23/25 24/5 24/7 24/10 26/20 28/7 28/10 30/12 30/15 THE COURT: [47] \$ \$1.5 [6] 6/9 9/2 11/24 15/13 20/17 25/5 \$1.5 million [6] 6/9 9/2 11/24 15/13 20/17 25/5 - -oOo [1] 30/19 1 1's [4] 14/7 14/8 20/22 22/4 1.5 [2] 7/6 7/8 1.5 million [11] 4/4 8/3 15/15 15/20 15/23 16/9 25/22 25/24 26/1 26/3 26/4 10 [2] 6/20 27/24 13 [1] 11/11 14 [6] 4/9 4/9 4/11 12/16 12/20 13/5 15 [1] 13/11 16 [1] 19/3 18 [1] 17/2 1879 [1] 5/22 18th [1] 29/2 2 2 says [3] 11/21 11/22 11/23 2.47 [2] 5/1 10/22 20 [3] 1/12 2/1 13/12 2007 [7] 6/18 9/2 11/24 20/17 21/3 23/13 25/3 2008 [11] 6/20 7/15 7/21 7/23 10/3 19/17 20/21 21/3 22/4 23/13 25/3 2012 [8] 18/24 19/6 19/14 19/23 21/16 21/16 22/2 22/20 2013 [1] 21/8 2016 [2] 14/15 24/23 2018 [3] 11/8 11/19 12/12 2019 [2] 1/12 2/1 22nd [2] 28/21 29/4	3 30th [3] 7/21 7/23 10/3 31 [1] 7/15 31st [1] 6/20 37 [1] 19/3 4 4th [5] 28/25 29/12 29/21 30/2 30/17 5 5 of [1] 10/2 5A [1] 15/19 5B1 [1] 15/13 5C [1] 7/17 5th [3] 3/14 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