

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.**

20 **JOINT APPENDIX VOL. 27**

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Elizabeth A. Brown
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Supreme Court No. 79917

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

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

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

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

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			
	Supplemental Pre-trial			
21	Disclosures			
22	Defendant Eldorado Hills,	4/9/19	27	JA_006441-6453
23	LLC's Opposition to Nanyah			
24	Vegas, LLC's			
	Countermotion for NRCP 15			
	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			
27	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
28	Family Irrevocable Trust's			
29	Motion for Attorneys' Fees			
30	and Costs			
31	Defendant's Reply in	12/30/14	4	JA_000759-764
32	Support of Motion for			
33	Award of Attorneys' Fees			
34	Defendants' Answer to	4/24/17	4	JA_000831-841
35	Complaint			

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

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

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

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 nd			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
	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			

Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/5/18	14	JA_003352-3357
Errata to Pretrial Memorandum	4/16/19	29	JA_007062-7068
Ex Parte Motion for an Order Shortening Time on Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	2/8/19	17	JA_004036-4039
First Amended Complaint	10/21/13	1	JA_000027-47
Joint Case Conference Report	5/25/17	4	JA_000842-861
Judgment	5/4/2020	38	JA_009247-9248
Judgment Regarding Award of Attorneys' Fees and Costs in Favor of the Rogich Defendants	5/5/2020	38	JA_009255-9256
Minutes	4/18/18	7	JA_001710-1711
Minutes	2/21/19	20	JA_004790-4791
Minutes	3/5/19	22	JA_005261-5262
Minutes	3/20/19	25	JA_006038-6039
Minutes	4/18/19	29	JA_007104-7105
Minutes	4/22/19	30	JA_007146-7147
Minutes	9/5/19	33	JA_008025-8026
Minutes	1/30/2020	37	JA_009059-9060
Minutes	3/31/2020	38	JA_009227-9228
Minutes – Calendar Call	11/1/18	14	JA_003454-3455
Minutes – Telephonic Conference	11/5/18	14	JA_003456-3457

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 27** on all parties to this action by the method(s) indicated below:

K by using the Supreme Court Electronic Filing System:

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The Eliades Survivor Trust of 10/30/08*

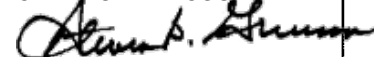
DATED: This 9 day of July, 2021.



JODI ALHASAN

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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability
company,

Plaintiff,

v.

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

Defendants.

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

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

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

1 Nanyah Vegas, LLC ("Nanyah"), by and through its attorney Mark G. Simons of
2 SIMONS HALL JOHNSTON PC submits the following Reply in support of its Motion

3
4 **I. THE MOTION FOR RECONSIDERATION MUST BE GRANTED.**

5 The law is clear that issues of law are not to be decided by a jury. Sidelar v. State,
6 132 Nev. Adv .Op 68, 382 P.3d 904 (2016) ("issues of law were decided before trial and
7 were not for the jury to consider."). The Court's Order already decided "issues of law".
8 Specifically, the Court interpreted the various clear and unambiguous contracts in this
9 case as a matter of law.
10

11 The Court's attempt to allow the jury to decide how to interpret the various
12 contracts that the Court has already interpreted as a matter of law is clear error. This
13 proposition is not a new concept and was addressed as early as 1897 in
14 Burton v. I.M. Yost Milling Co., 6 Kan. App. 921, 51 P. 67 (1897), wherein the court held:

15 **[I]t is the duty of the court to tell the jury, by its instructions, what is the legal**
16 **effect or interpretation of such written contract; and it is error for the court to**
17 **submit to the jury such interpretation as a question of fact to be by them**
18 **decided.**

19 Id. (emphasis added).

20 In Nevada, as with every other state in the nation, contract interpretation is an
21 issue of law when the terms are clear and unambiguous. Galardi v. Naples Polaris, LLC,
22 129 Nev. 306, 301 P.3d 364, 366 (2013) ("**contract interpretation presents a question**
23 **of law . . .**") (emphasis added); Southern Trust Mortgage Co. v. K & B Door Co., 104
24 Nev. 564, 568, 763 P.2d 353, 355 (1988) ("On numerous occasions this court has ruled
25 that where a document is clear and unambiguous on its face, **the court must construe it**
26 **from the language therein.**") (emphasis added); see also Renshaw v. Renshaw, 96 Nev.
27
28

1 541, 611 P.2d 1070, 1071 (1980) (“When the document is clear and unambiguous on its
2 face, **the court must construe it** from the language therein”) (emphasis added).

3 This Court’s Order of October 5, 2018, found that as a matter of law, the various
4 contracts are “clear and unambiguous”. The Court’s Order then invoked and applied the
5 parole evidence rule stating that no party, including Nanyah, could introduce parole
6 evidence to vary or contradict the terms of these clear and unambiguous contracts.

7
8 It is therefore, clear error, for the Court to now entirely change its position and say
9 that it construed the contracts as a matter of law, and that the contracts are clear and
10 unambiguous, and that the parole evidence rule applies—**then arbitrarily deny Nanyah’s**
11 **Motion seeking to enforce the parole evidence rule’s application when the Court**
12 **already ruled that the parole evidence rule applies.**

13
14 Nanyah is offering the Court the opportunity to correct its clear error of law in its
15 motion for reconsideration. Providing the Court with the opportunity to correct its error of
16 law is a preferred option as detailed by the Nevada Supreme Court. Johnson v. Egteadar,
17 112 Nev. 428, 915 P.2d 271 (1996) (“the district court was adequately apprised of the
18 **issue of law** and was given an opportunity **to correct the error.**” (emphasis added).

19
20 The jury is not entitled to hear parole evidence regarding the interpretation and
21 enforcement of the various contracts because there is no question of fact for the jury to
22 decide. Allowing the defendants to submit parole evidence to the jury in an attempt to
23 convince the jury to render a different interpretation than this Court is clear error. The
24 Court has already ruled “as a matter of law” that the contracts are clear and unambiguous
25 and that parole evidence cannot be considered by the jury.

26
27 For the Court to abdicate its responsibilities and obligations to enforce the terms of
28 the clear and unambiguous contracts and its refusal to enforce the parole evidence rule are

1 clear errors of law that this Court must correct. The Nevada Supreme Court cannot make
2 the following statement any clearer:

3 **Parol evidence is not admissible to vary or contradict the clear and**
4 **unambiguous terms of a written agreement.**

5 Sandy Valley Associates v. Sky Ranch Estate Owners Ass'n, 117 Nev. 948, 953-954, 35
6 P.3d 964, 967-968 (2001) (emphasis added).

7
8 This Court already acknowledged and applied the parol evidence rule in this case
9 in its Order. The Order specifically states as follows:

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

17 Exh. 1 (emphasis added). The Court's Order states that the terms of the various
18 agreements in this case are "clear and unambiguous." Order, ¶14. In addition, the
19 Court's Order specifically cites to the case Krieger v. Elkins, 96 Nev. 839, 843, 620 P.2d
20 370, 373 (1980) for the following standard of law:

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

23 Id. (emphasis added). As a consequence of this Court's Order, the application of Krieger
24 v. Elkins and the clear application of the parol evidence rule—that the Court has already
25 applied in this case—this Court's denial of Nanyah's MIL #5 is clear and reversible error.
26 The Court's artificial reasons to avoid the application of the parol evidence rule have no
27 legal support and are legally unsupportable. Further, the Court's attempt to allow parol
28 evidence in at trial for the purpose of allowing the jury to decide issues of law is absolutely
clear and reversible error as well.

///

///

1 **II. THE OPPOSITIONS.**

2 Of note, the oppositions to the motion merely regurgitate the Court's decision, yet
3 fail to address the clear errors of law. Stated simply, the oppositions contend that it
4 doesn't matter that the clear errors of law occurred because the Court's erroneous
5 decision should stand because it allows us Defendants to put on parole evidence. Given
6 that the defendants failed to provide any substantive argument in opposition to the
7 motion, the motion should be granted. Walls v. Brewster, 112 Nev. 175, 178, 912 P.2d
8 261, 263 (1996) ("We conclude that it was proper for the district court to construe Walls'
9 failure to respond to Brewster's motion to dismiss as an admission that the motion was
10 meritorious and as a consent to grant the motion.").

11 **III. CONCLUSION.**

12 The Court is not at liberty under the law to pick and choose which parties are
13 subject to the parole evidence rule. The Court is not at liberty to apply the parole evidence
14 rule against Nanyah precluding it from presenting parole evidence supporting its claims
15 against the Eliades Defendants and then arbitrarily and capriciously allow other
16 defendants who are also parties to the exact same agreements introduce parole evidence.
17 The Court cannot submit an issue of law to the jury to consider. The Court cannot
18 abdicate its responsibilities and duties to decide and enforce issues of law. There is no
19 logical or legal reasoning supporting the Court's diametrically opposite rulings interpreting
20 the contracts as a matter of law and applying the parole evidence rule to dismiss certain
21 defendants then refuse to apply the exact same parole evidence rule at trial solely to allow
22 the remaining defendants to introduce parole evidence to the jury seeking to vary or
23 contradict the terms of the contracts that this Court found were "clear and unambiguous"
24 and which the Court interpreted as a "matter of law." Denial of Nanyah's Motion and the
25 denial of Nanyah's MIL #5 are demonstrated to be clear and reversible error.
26 Accordingly, Nanyah's motion for reconsideration must be granted and its Motion granted
27 in total.
28

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

3 DATED this 5th day of April, 2019.
4

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

8 /s/ Mark G. Simons
9 MARK G. SIMONS
10 Attorneys for Nanyah Vegas, LLC
11

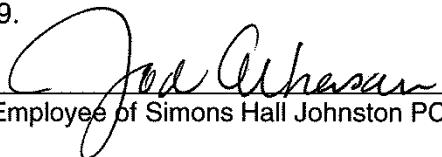
SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **MOTION TO RECONSIDER ORDER ON NANYAH'S MOTION IN LIMINE #5:**
PAROL EVIDENCE RULE ON ORDER SHORTENING TIME on all parties to this action
via the Odyssey E-Filing System:

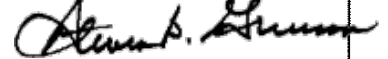
Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 5th day of April, 2019.


Employee of Simons Hall Johnston PC

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

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Steven D. Grierson
CLERK OF THE COURT



1 **PTD**
2 MARK G. SIMONS, ESQ.
3 Nevada Bar No. 5132
4 MSimons@SHJNevada.com
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, Nevada 89509
8 Telephone: (775) 785-0088
9 Facsimile: (775) 785-0087
10
11 *Attorneys for Nanyah Vegas, LLC*

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

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

20 Plaintiffs,

21 v.

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

27 Defendants.

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

Plaintiff,

v.

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

Defendants.

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

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

NANYAH VEGAS, LLC'S 2nd
SUPPLEMENTAL PRETRIAL
DISCLOSURES

NANYAH VEGAS, LLC'S SUPPLEMENTAL PRETRIAL DISCLOSURES

Nanyah Vegas, LLC ("Nanyah") submits the following second supplement to its Pretrial Disclosures dated October 12, 2018. Any supplement or modified information appears in **bold text**.

A. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(A):

1. Witnesses expected to testify:

- a. Mr. Yoav Harlap
- b. Mr. Carlos Huerta
- c. Mr. Sigmund Rogich
- d. Mr. Peter Eliades
- e. Ms. Dorothy Eliades
- f. Ms. Melissa Olivas
- g. Mr. Ken Woloson
- h. **Craig Dunlap**
- i. **Joseph A. Liebman**

2. Witnesses Subpoenaed:

- a. **Peter Eliades**
- b. **Dorothy Eliades**
- c. **Craig Dunlap**

3. Witnesses who may testify if needed:

- a. Unknown at this time

4. Witnesses whose testimony is expected to be presented by means of a deposition.

- a. Unknown at this time.

B. LIST OF DOCUMENTS PURSUANT TO NRCP 16.1(a)(3)(A):

1. Documents expected to be used at trial:

a. See Nanyah Vegas, LLC's Trial Exhibit list previously submitted.

Nanyah reserves the right to supplement and/or amend this list.

Plaintiff #57 Rogich Declaration dated February 25, 2019.

Plaintiff #58 November 7, 2012 Letter to Sig Rogich SR2679-2680

2. Documents Nanyah may offer at trial:

a. Unknown at this time.

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

DATED this 5th day of April, 2019.

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

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

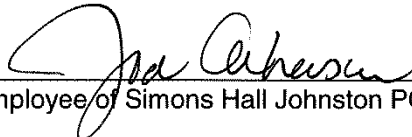
SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **NANYAH VEGAS, LLC'S 2nd SUPPLEMENTAL PRETRIAL DISCLOSURES** on all
parties to this action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
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Christy Cahall	christy@nvfirm.com
Lettie Herrera	lettie.herrera@andrewleavittlaw.com
Rob Hernquist	rhernquist@lionelsawyer.com
Samuel A. Schwartz	sam@nvfirm.com
Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 5th day of April, 2019.


Employee of Simons Hall Johnston PC

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

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Plaintiff's Exhibit 57	4
2	Plaintiff's Exhibit 58	2

EXHIBIT 57

EXHIBIT 57

1 **DECL**
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*

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

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

17 Plaintiffs,

18 v.

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

24 Defendants.

25 _____
26 NANYAH VEGAS, LLC, a Nevada limited
27 liability company,

28 Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

DECLARATION OF SIGMUND
ROGICH

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

1 (4) the Altered General Ledger includes closing entries through December
2 2013, which would have been after the initiation of this lawsuit and 5 years
3 after Mr. Huerta left Eldorado Hills (See Exhibit A, at PLTF570 and
Exhibit B, at NAN_000506 compared to Exhibit C, at SR002042 and
Exhibit D at RT0129).

4 **B. Facts related to Motion in Limine to Preclude Plaintiff and Mr. Huerta from**
5 **Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of**
6 **\$1.42 Million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee**
7 **Income to Attempt to Refinance**

8 7. Prior to late October 2008, I never had any control or access to the books and
9 records.

10 8. At that time, the books and records of Eldorado were all handled by Carlos Huerta.

11 9. On or about October 27, 2008, when Go Global and Mr. Huerta were 4-5 days
12 away from selling their interests in Eldorado Hills to Mr. Rogich's Trust, Go Global's Finance &
13 Administration Manager (Summer Rellamas) provided me (through Melissa Olivas) with some of
14 the Eldorado Hills financial records. See October 2008 email string re: Eldorado Hills financial
15 records, at RT0209, attached as **Exhibit B**; see also Eldorado Hills' General Ledger provided to
Mr. Rogich, attached **Exhibit C**.

16 10. In reviewing the Eldorado Hills' financial records sent by Ms. Rellamas on
17 October 27, 2008, Ms. Olivas inquired with her about conflicting equity amounts claimed by Mr.
18 Huerta. See Exhibit B, at RT0208.

19 11. Included within Ms. Rellamas' response was the notation of a \$1.42 Million
20 consulting fee paid to GG [Go Global] on December 14, 2007. See Exhibit B, at RT0207.

21 12. Mr. Rogich found this \$1.42 Million consulting fee paid to Mr. Huerta's company
22 (Go Global) to be "Pretty unbelievable." See Exhibit B, at RT0207.

23 13. Not only did Go Global's Finance Manager confirm the \$1.42 Million was a
24 consulting fee income, but the financial records of Eldorado Hills and Go Global reflect this to be
25 the case. See Exhibit C, at SR002033 (line date 12/14/17); see also Go Global's Profit & Loss
26 Statement for January through December 2007, attached as **Exhibit D**.

27 ///

28 ///

14. With the financial records and the written confirmation from Go Global that the \$1.42 Million taken from Eldorado Hills was a consulting fee income, Mr. Rogich signed the Purchase Agreement, and other related agreements.

15. Additionally, at no time prior to the commencement of this litigation between the parties in 2013, did Nanyah or Mr. Harlap ever communicate with Mr. Rogich about the \$1.42 Million purportedly not being a consulting fee income or that it was funds allegedly from Nanyah - - in fact, Mr. Rogich never had any communications with Nanyah prior to this lawsuit being filed.

The above Declaration is true and correct to the best of my knowledge and belief under penalty of perjury of the laws of the State of Nevada.

DATED: February 25, 2019.

/s/ Sigmund Rogich
SIGMUND ROGICH

EXHIBIT 58

EXHIBIT 58

BRANDON B. McDONALD, ESQ.

November 7, 2012

Via Regular U.S. Mail and Certified Mail
Return Receipt Requested 7011 3500 0002 0859 2766
Sig Rogich
THE ROGICH FAMILY IRREVOCABLE TRUST
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

Re: Purchase Agreement dated October 30, 2008
Request to Attend Mediation

Dear Mr. Rogich:

Please be advised that I have been retained to represent Carlos Huerta and Go Global, Inc. in regards to the Purchase Agreement dated October 30, 2008 (the "agreement") for the purchase of Go Goba's and Carlos Huerta's membership interest in Eldorado Hills, LLC.

Briefly, pursuant to the agreement The Rogich Family Irrevocable Trust (or the "Buyer") would obtain Go Goba's and Carlos Huerta's (collectively the "Seller") membership interest in Eldorado Hills, LLC along with the associated capital account. Further, in accordance with the agreement, "Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with therefore, no capital calls for monthly payments." (Agreement, ¶2(a)) Rather than distribute profits or otherwise repay the Seller, we have reason to believe that your interests have been inappropriately transferred. This effectively negated any possible recovery of the monies provided by the Seller through profits or sale of the business/real property owned by Eldorado Hills, LLC.

Pursuant to paragraph 7(m)(1) of the agreement it is hereby offered that the parties attend mediation. If the offer is not accepted within 10 business days, no response is provided or meaningful resolution is not pursued; such offer shall denote the good faith efforts of my clients to resolve this matter. Please advise at your earliest convenience whether you will agree to attend mediation in accordance with the agreement.

In a related matter I have also been retained by the Ray Family Trust and Nanyah Vegas, LLC in regards to their interest in Eldorado Hills, LLC. These investors/members are unsure what the current state of their capital accounts is at this time or whether there interest in the company is still intact. Will you also please advise as to the status of their membership interest.

2505 Anthem Village Drive, Suite E-474
Henderson, NV 89052
Tel: (702) 385-7411
Fax: (702) 664-0448

Page 1

SR002679

JA_006421

Thank you for your attention to this matter.

Sincerely,


Brandon B. McDonald, Esq.

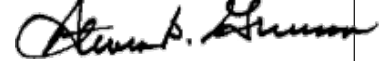
BBM/cjb

2505 Anthem Village Drive, Suite B-474
Henderson, NV 89052
Tel: (702) 385-7411
Fax: (702) 664-0448

Page 2

SR002680

JA_006422



Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
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Email: slionel@fclaw.com
bwirthlin@fclaw.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

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

Defendants.

///

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**OBJECTIONS TO NANYAH VEGAS,
LLC'S PRE-TRIAL DISCLOSURES**

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

1 **OBJECTIONS TO NANYAH VEGAS, LLC’S PRE-TRIAL DISCLOSURES**

2 Defendants, SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF
3 THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC
4 (collectively, the “Defendants”), by and through their counsel of record, Samuel S.
5 Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C., hereby submit their
6 Objections to Plaintiff Nanyah Vegas, LLC’s (the “Plaintiff”) Pre-Trial Disclosures
7 pursuant to NRCp 16.1(a)(3), as follows:

8 **I.**

9 **OBJECTIONS TO WITNESSES**

10 Defendants object to the witnesses identified in Plaintiff’s Pre-Trial Disclosures as
11 unnecessarily cumulative (NRS 48.035(2)). Because Plaintiff has not identified the
12 substance of each witness’s testimony, Defendants reserve the right to object to their
13 testimony at trial on the grounds of relevance (NRS 48.025), foundation (NRS 50.025),
14 attorney-client privilege (NRS 49.035-NRS 49.105) and unnecessary prejudice (NRS
15 48.035(1)).

16 Additional objections to the identified witnesses are as follows:

17 **(A)(1)(g) – Witnesses expected to testify; Mr. Ken Woloson:** Defendants object
18 to Plaintiff seeking Mr. Woloson’s trial testimony to the extent it seeks disclosure of
19 information that is confidential in nature and protected under the attorney-client privilege
20 and/or attorney-work product (NRS 49.035 through and including NRS 49.105).

21 **(A)(3) – Witnesses who may testify if needed:** Plaintiff has indicated that it is
22 **“Unknown at this time”** who it may call as a witness if the need arises. Defendants
23 object to any witness being called by Plaintiff that is not specifically identified as a
24 witness expected to testify. NRCp 16.1(a)(3)(A) requires a party to identify witnesses
25 that it may call should the need arise, including as “impeachment and rebuttal evidence.”
26 Defendants further object as it would appear that Plaintiff may try its case with
27 “unknown” witnesses, as if to call a surprise last minute witness. If Plaintiff is allowed to
28 introduce witnesses not disclose in its Pre-Trial Disclosure, Defendants will be

unnecessarily prejudiced from the inability to adequately prepare for cross-examination of such witnesses.

(A)(4) – Witnesses whose testimony is expected to be presented by means of a deposition: While NRCP 16.1(a)(3)(B) obligates a party to make a “designation of those witnesses whose testimony is expected to be presented by means of a deposition,” Plaintiff indicated: “**Unknown at this time.**” This obligation includes “impeachment and rebuttal evidence.” NRCP 16.1(a)(3). Here, the Plaintiff took the depositions of Mr. Rogich, Mr. Eliades, Ms. Eliades, Ms. Olivas and Mr. Woloson, and while it expects to have each of them testify at trial, it has not indicated that it expects to use their deposition testimonies at trial. Defendants, therefore, object to the use of any of these witnesses’ deposition testimonies (or any portion thereof), including for impeachment or rebuttal purposes. Further, Defendants object to the use of Mr. Woloson’s deposition testimony in lieu of his trial testimony. Plaintiff has failed to indicate that it has or will subpoena Mr. Woloson for trial and it has not listed his deposition under this section. It should not be rewarded for failing to follow the basic NRCP 16.1 requirements.

II.

OBJECTIONS TO EXHIBITS

Defendants assert the following specific objections to Plaintiff’s documents expected to be used at trial. Each objection will be identified below by use of the corresponding letter.

Foundation (“F”)

For evidence to be admissible at trial, Plaintiff must be able to lay a proper foundation. Plaintiff must be able to provide a witness to lay a proper foundation based upon personal knowledge and absent any speculation. Defendants object to a number of exhibits on the basis that Plaintiff cannot lay a foundation for the exhibits. (NRS 50.025)

Hearsay (“H”)

Nevada’s Rule of Evidence 51.065 expressly precludes the admission of statements based upon hearsay, where “hearsay” is defined as any “statement offered in

1 evidence to prove the truth of the matter asserted unless the statement is made by a
2 witness while testifying at the trial or hearing.” Defendants object to a number of
3 exhibits on the basis that they are inadmissible hearsay. (NRS 51.035 and NRS 51.065)

4 **Relevance (“R”)**

5 Many of the exhibits identified by Plaintiff are not relevant to the issues and claims
6 remaining for trial. (NRS 48.025)

7 **Authenticity (“A”)**

8 Certain exhibits have not been authenticated to be true and correct copied versions
9 of the documents as they were made in the course of regularly conducted activity. NRS
10 51.135 provides as follows: “A memorandum, report, record or compilation of data, in
11 any form, of acts, events, conditions, opinions or diagnoses, made at or near the time by,
12 or from information transmitted by, a person with knowledge, all in the course of a
13 regularly conducted activity, as shown by the testimony or affidavit of the custodian or
14 other qualified person, is not inadmissible under the hearsay rule unless the source of
15 information or the method or circumstances of preparation indicate lack of
16 trustworthiness.” Defendants assert that authentication will require a custodian or other
17 qualified person to providing testimony of following: (1) Establish himself/herself as the
18 custodian of that record; (2) That he/she has examined the original of the record; (3) That
19 he/she has made or caused to be made a true and exact copy of such record; (4) That the
20 reproduction of such record is true and complete; and (5) That the original of such record
21 was made at or near the time of the act, event, condition or opinion recited therein by or
22 from information transmitted by a person with knowledge, in the course of a regularly
23 conducted activity. Defendants object to the use any exhibit in which its actual
24 authenticity cannot be reasonably established by the specific custodian of such record.
25 (NRS 51.135 and NRS 52.260(3))

26 **Misleading/Mischaracterization (“M”)**

27 Plaintiff identified certain bate range numbers or other identifying numbers within
28 several exhibits as being duplicative and exact versions of one another. Defendants

1 object to such exhibits as they are not true identical versions. Further, use of one version
2 as an exact duplicate copy of the other version is misleading and mischaracterizes the
3 status of the proposed exhibit.

4 **Unintelligible (“U”)**

5 Defendants object to any exhibit which is confusing in nature, contains ambiguous,
6 confusing, vague or unintelligible language or its meaning could otherwise be
7 misinterpreted.

8 **Attorney-Client Privilege (“P”)**

9 Defendants object to use of any exhibit which would result in the disclosure of
10 information that is confidential in nature and protected under the attorney-client privilege
11 and/or attorney-work product (NRS 49.035-NRS 49.105).

12 **Objections Related to Depositions (“D”)**

13 Plaintiff included depositions in its list of trial exhibits. Due to Plaintiff’s failure to
14 identify witnesses whose testimonies are expected to be presented by means of
15 depositions, as required by NRCP 16.1(a)(3)(B), Defendants reassert each of their
16 objections indicated above as though completely restated here. Defendants further object
17 on the grounds that Dept. 27’s Exhibit Guidelines specifically indicate that “[d]epositions
18 are **NOT** marked nor admitted as exhibits....” See Exhibit Guidelines, EJDC - Dept. 27,
19 Guideline No. 4. Finally, Defendants reassert any and all objections raised during the
20 depositions as though restated in their entirety here.

21 **Not Previously Disclosed or Produced under 16.1 (“N”)**

22 Plaintiff included certain exhibits without referencing any bates stamp number and,
23 therefore, it is believed such exhibits were not previously disclosed or produced.
24 Defendants object to the use of any exhibit that was not previously produced or disclosed
25 prior to the close of discovery pursuant to NRCP 16.1. If any of these exhibits were
26 produced or disclosed, Defendants further object to their use as they are unable to
27 determine the exact documents Plaintiff is intending to use at trial.

28 ///

The foregoing letters are listed below as necessary to preserve objections to each exhibit identified below:

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
1	10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment	Order contains findings with respect to the Rogich Trust even though the Motion by Defendant Peter Eliades was not against the Rogich Trust
2	Project Information (RT 0616-623)	R
3	12/31/07 Nevada State Bank Statement for Eldorado Hills LLC (PLTF0032)	<i>None</i>
4	Eldorado Hills, LLC's General Ledger (PLTF547-574; RT 306-324)	M, A as to PLTF547-574; <i>None as to</i> RT 306-324
5	Eldorado Hills General Ledger — All Transactions (SR0002334-2360)	<i>None</i>
6	5/25/07 Business Purpose Affidavit of Carlos Huerta, Manager (RT 0583)	<i>None</i>
7	6/12/08 Carlos Huerta email to Melissa Olivas (RT 0438-442)	<i>None</i>
8	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank (RT 0449)	<i>None</i>
9	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial (RT 0463)	<i>None</i>
10	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial (RT 0513)	<i>None</i>
11	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey (RT 0624-625)	<i>None</i>
12	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich (RT0156-157)	F, H
13	Go Global Capital Contributions into Eldorado Hills (PLTF575)	F, H, A, U; Additional Objections: Undated spreadsheet. December 14, 2007 is the date of consulting fee paid to Go Global and Exhibit 4 (Page 22) shows reclassification on December 31, 2007 to distribution.

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
14	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez (RT 0694-696)	F, U
15	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas (PLTF577-582)	F, H, P
16	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap (NAN_00234-236)	<i>None</i>
17	Rogich Defendants' Privilege Log (Depo Exh. 53) ¹	M
18	10/30/08 Purchase Agreement (NAN_000001-11)	<i>None</i>
19	10/30/08 Teld Membership Interest Purchase Agreement (NAN_000545-648)	F, R, U, A
20	10/30/08 Flangas Membership Interest Purchase Agreement (NAN_000649-751)	F, R, U, A
21	10/31/08 Purchase Agreement (NAN_000752-755)	F, H, R, A
22	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit	N, F, H, R, A
23	10/31/08 Nevada Title Company final document package (ELIADES000028-59)	F, H, R, A
24	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld (ELIADES000003-8)	F, R, A
25	10/30/08 Security Agreement — Flangas/Teld (ELIADES000009-16)	F, R, A
26	11/2008 Membership Interest Purchase Agreement — Flangas out (ELIADES0000017-27)	F, R, A
27	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich (EH000001-7)	F, R

¹ While Plaintiff references Rogich Defendants' Privilege Log as Depo Exhibit No. 53, such Depo Exhibit is Sig Rogich as Trustee of Rogich Family Irrevocable Trust Responses to Plaintiff's (Huerta) First Set of Requests for Production documents. It is unclear which document Plaintiff is intending to use and, therefore, Defendants object to the use of either Exhibit on the grounds mentioned above.

1	EXHIBIT	DESCRIPTION	OBJECTIONS
2	28	10/30/08 \$600,000 Promissory Note —	F, R, A
3		Rogich/Teld (ELIADES000067-75)	
4	29	10/30/08 Membership Interest	F, R, A
5		Assignment Agreement — Teld/Rogich	
6		(ELIADES000060-66)	
7	30	6/25/09 Unanimous Written Consent of	<i>None</i>
8		the Managers of Eldorado Hills LLC (RT	
9		2207)	
10	31	6/25/09 \$10,300,035 Promissory Note —	<i>None</i>
11		Eldorado Hills / Eliades (RT 2198-2206)	
12	32	Operating Agreement for Eldorado Hills	F, R, M, A as to NAN_
13		LLC (SR002367-2399; NAN_000511-	000511-544; <i>None</i> as to
14		544)	SR002367-2399
15	33	Amended and Restate Operating	F, R, A
16		Agreement of Eldorado Hills, LLC	
17		(NAN_000193-205)	
18	34	First Amendment to Amended and	<i>None</i>
19		Restated Operating Agreement of	
20		Eldorado Hills, LLC (EH000105-107)	
21	35	8/3-6/12 Email string between John	F, H, R, M, A, P as to NAN_
22		Spilotro, Melissa Olivas, Kenneth	000348-352;
23		Woloson, (NAN_000348-352;	P as to SR002361-2365
24		SR002361-2365)	
25	36	1/1/12 Membership Interest Assignment	F, R, M
26		Agreement (EH000008-13; RT092-97)	
27	37	8/10/12 Peter Eliades Check No. 7316 for	<i>None</i>
28		\$682,080 payable to the Rogich 2004	
		Family Irrevocable Trust (SR002356)	
	38	8/15/12 The Rogich 2004 Family	<i>None</i>
		Irrevocable Trust Check No. 2565 for	
		\$682,080 payable to Peter Eliades	
		(SR002357)	
	39	1/1/12 Satisfaction of Promissory Note	F, R, A
		and Release of Security — Teld/Rogich	
		(ELIADES000001)	
	40	2/22/18 Declaration of Sigmund Rogich	F, R, D
	41	11/4/16 Complaint	<i>None</i>
	42	1/23/18 Defendants' First Amended	<i>None</i>
		Answer to Complaint	
	43	1/24/18 Substitution of Attorneys	R, P
	44	8/21/14 Deposition Transcript of Sig	D
		Rogich	

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
45	5/24/18 Deposition Transcript of Sigmund Rogich	D
46	8/27/14 Deposition Transcript of Melissa Olivas	D
47	5/2/18 Deposition Transcript of Melissa Olivas	D
48	5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq.	D, P
49	5/25/18 Deposition Transcript of Peter Eliades	D
50	6/15/18 Deposition Transcript of Dolores Eliades	D
51	4/9/18 Nanyah Vegas, LLC's Supplement to Second Amended Answers to Defendants' First Set of Interrogatories	F, H, R, A, M
52	5/1/18 Discovery Commissioner's Report and Recommendation and Order approving	F, H, R, A, M, U, N
53	9/15/05 Email chain between Carlos Huerta, Sig Rogich, Melissa Olivas, Chris Cole re: Helen Ryu	F, H, R, A, M
54	1/23/18 Defendants First Supplemental Disclosure of Documents Pursuant to NRCP 16.1	F, H, R, A, M
55	Eldorado Hills, LLC General Ledger as of October 29, 2008 (RT0306-324)	F, H, R, A, M
56	NRS 86.286	<i>None</i>

(B)(2) – Documents Plaintiff may offer: Similar to its position on witnesses it may offer at trial, Plaintiff has indicated that it is “Unknown at this time” what documents it may offer if the need arises. NRCP 16.1(a)(3)(C) requires a party to provide “[a]n appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.” Defendants further object to the Plaintiff’s introduction of any surprise exhibits. If Plaintiff is allowed to introduce exhibits not previously disclosed in its Pre-Trial Disclosure, Defendants will suffer unnecessary prejudices from their inability to adequately prepare for such exhibits’ use

1 during trial. Should this Court allow Plaintiff to introduce any new exhibits not
2 disclosed in its Pre-Trial Disclosures, Defendants reserve the right to object on any
3 ground they deem appropriate, including but not limited to: **F, H, R, A, M, U, P, D** and
4 **N**.

5 **III.**

6 **RESERVATION**

7 Defendants reserve the right to supplement their objections prior to or at the time
8 of trial.

9 DATED this 5th day of April, 2019.

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

11
12 By: /s/ Brenoch R. Wirthlin
13 Samuel S. Lionel, Esq. (Bar No. 1766)
14 Brenoch Wirthlin, Esq. (Bar No. 10282)
15 300 S. Fourth Street, Suite 1400
16 Las Vegas, Nevada 89101
17 *Attorneys for Sigmund Rogich, Individually and as*
18 *Trustee of the Rogich Family Irrevocable Trust*
19 *and Imitations, LLC*
20
21
22
23
24
25
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27
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1 **CERTIFICATE OF SERVICE**

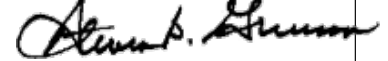
2 I hereby certify that a copy of **OBJECTIONS TO NANYAH VEGAS, LLC'S PRE-**
3 **TRIAL DISCLOSURES** was served upon the following person(s) either by electronic
4 transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by
5 mailing a copy to their last known address, first class mail, postage prepaid for non-registered
6 users, on this 31st day of October, 2018 as follows:

7 Mark Simons, Esq.
6490 South McCarran Blvd., #20 [x] Via E-service
8 Reno, Nevada 89509 [] Via U.S. Mail (Not registered with
mark@mgsimonslaw.com CM/ECF Program)
9 *Attorney for Plaintiff Nanyah Vegas, LLC*

10 Charles E. ("CJ") Barnabi, Jr.
11 COHEN JOHNSON PARKER EDWARDS [x] Via E-service
375 E. Warm Springs Road, Suite 104 [] Via U.S. Mail (Not registered with
12 Las Vegas, NV 89119 CM/ECF Program)
cj@cohenjohnson.com
13 *Attorney for Plaintiffs Carlos Huerta*
14 *and Go Global*

15 Dennis Kennedy
Joseph Liebman [x] Via E-service
16 BAILEY ❖ KENNEDY [] Via U.S. Mail (Not registered with
8984 Spanish Ridge Avenue CM/ECF Program)
Las Vegas, NV 89148
17 DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
18 *Attorneys for Defendants Pete Eliades,*
19 *Teld, LLC and Eldorado Hills, LLC*
20

21
22
23 /s/ Jon Linder
24 An employee of
25 **Fennemore Craig, P.C.**
26
27
28



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

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

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

Defendants.

///

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**OBJECTIONS TO ELDORADO
HILLS, LLC'S PRE-TRIAL
DISCLOSURES**

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

OBJECTIONS TO ELDORADO HILLS, LLC'S PRE-TRIAL DISCLOSURES

Defendants, SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC (collectively, the “Defendants”), by and through their counsel of record, Samuel S. Lionel, Esq. and Brenoch Wirthlin, Esq. of Fennemore Craig, P.C., hereby submit their Objections to Defendant Eldorado Hill, LLC’s (“Eldorado Hills”) Pre-Trial Disclosures pursuant to NRCP 16.1(a)(3), as follows:

I.

OBJECTIONS TO EXHIBITS

Defendants assert the following specific objections to Eldorado Hills' documents expected to or may be used at trial. Each objection will be identified below by use of the corresponding letter.

Foundation (“F”)

For evidence to be admissible at trial, Eldorado Hills must be able to lay a proper foundation. Eldorado Hills must be able to provide a witness to lay a proper foundation based upon personal knowledge and absent any speculation. Defendants object to a number of exhibits on the basis that Eldorado Hills cannot lay a foundation for the exhibits. (NRS 50.025)

Hearsay (“H”)

Nevada’s Rule of Evidence 51.065 expressly precludes the admission of statements based upon hearsay, where “hearsay” is defined as any “statement offered in evidence to prove the truth of the matter asserted unless the statement is made by a witness while testifying at the trial or hearing.” Defendants object to a number of exhibits on the basis that they are inadmissible hearsay. (NRS 51.035 and NRS 51.065)

Relevance (“R”)

Many of the exhibits identified by Eldorado Hills are not relevant to the issues and claims remaining for trial. (NRS 48.025)

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Unintelligible (“U”)

Defendants object to any exhibit which is confusing in nature, contains ambiguous, confusing, vague or unintelligible language or it meaning could otherwise be misinterpreted.

Authenticity (“A”)

Certain exhibits have not been authenticated to be true and correct copied versions of the documents as they were made in the course of regularly conducted activity. NRS 51.135 provides as follows: “A memorandum, report, record or compilation of data, in any form, of acts, events, conditions, opinions or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity, as shown by the testimony or affidavit of the custodian or other qualified person, is not inadmissible under the hearsay rule unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness.” Defendants assert that authentication will require a custodian or other qualified person to providing testimony of following: (1) Establish himself/herself as the custodian of that record; (2) That he/she has examined the original of the record; (3) That he/she has made or caused to be made a true and exact copy of such record; (4) That the reproduction of such record is true and complete; and (5) That the original of such record was made at or near the time of the act, event, condition or opinion recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity. Defendants object to the use any exhibit in which its actual authenticity cannot be reasonably established by the specific custodian of such record. (NRS 51.135 and NRS 52.260(3))

Attorney-Client Privilege (“P”)

Defendants object to use of any exhibit which would result in the disclosure of information that is confidential in nature and protected under the attorney-client privilege and/or attorney-work product (NRS 49.035-NRS 49.105).

///

The foregoing letters are listed below as necessary to preserve objections to each exhibit identified below:

BATES STAMP NOS.	OBJECTIONS
PLTF881	H, F, P, A
PLTF0577-582	H, F, P, A
SR100-105	H, F, P, A
PLTF1177	H, F, P, A
SR002679-2680	H, F
PLTF1184	A, H, F
PLTF547-574	A
PLTFS0026-29	H, F, A, U
PLTF887	H, F, A
PLTF857	H, F, P, A
PLTF882	H, F, P, A
PLTF883-885	H, F, P, A
PLTF1179	H, F, P, A
PLTF1170	H, F, P, A
PLTF575	F, H, A, U; Additional Objections: Undated spreadsheet. December 14, 2007 is the date of consulting fee paid to Go Global and Exhibit 4 (Page 22) shows reclassification on December 31, 2007 to distribution.
PLTF0057	U, H, F, R
PLTF0873-876	A, R, H, F
PLTF0851-854	A, R, H, F
PLTF0877-880	A, R, H, F
PLTF0030	H, F, R, A
SR002356	A, H, F
SR002357	A, H, F
SR002047-2048	H, R
SR002361-2365	P, F, R, H, A
NAN_000303-306	H, A, F
NAN_000312- NAN_000314	F, H, R, A
NAN_000353- NAN_000355	F, H, R, A
NAN_000362- NAN_000364	F, H, R, A
Gerety_0014 – Gerety_0033	F, H, R, A

BATES STAMP NOS.	OBJECTIONS
BRADSHAW_0033 – BRADSHAW_0036	F, H, R, A
NV Title_0236- NV Title_0238	F, H, R, A
NV Title_0407- NV Title_0409	F, H, R, A
NV Title_0414- NV Title_0410- NV Title_0413	F, H, R, A
NAN_000447	F, H, R, A
NAN_000453	F, H, R, A
NAN_000752- NAN_000755	F, H, R, A
RT 0349 – RT 0362	F, H, R, A
RT 0363 – RT 0407	F, H, R, A
RT 0604 – RT 0605	F, H, R, A
RT 0697 - RT 0700	F, H, R, A
RT 0999 – RT 1010	F, H, R, A, AP
RT 1578 – RT 2192	F, H, R, A
RT 2198 – RT 2207	F, H, R, A
RT 2208 – RT 2247	F, H, R, A
RT 2248 – RT 2287	F, H, R, A
RT 2288 – RT 2330	F, H, R, A
RT 2331 – RT 2373	F, H, R, A
RT 2374 – RT 2421	F, H, R, A
RT 2422 – RT 2453	F, H, R, A
RT 2454 – RT 2494	F, H, R, A
RT 2495 – RT 2530	F, H, R, A
RT 2791 – RT 2801	F, H, R, A
HUERTA 000635 – HUERTA 000636	F, H, R, A
ELIADES000003 – ELIADES000016	F, H, R, A
ELIADES000017 – ELIADES000027	F, H, R, A
August 13, 2014 Declaration of Carlos A. Huerta in Support of Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment	F, H, R, A

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II.

RESERVATION

Defendants reserve the right to supplement their objections prior to or at the time of trial.

DATED this 5th day of April, 2019.

FENNEMORE CRAIG, P.C.

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

1 **CERTIFICATE OF SERVICE**

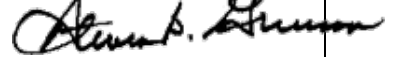
2 I hereby certify that a copy of **OBJECTIONS TO ELDORADO HILLS, LLC'S PRE-**
3 **TRIAL DISCLOSURES** was served upon the following person(s) either by electronic
4 transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by
5 mailing a copy to their last known address, first class mail, postage prepaid for non-registered
6 users, on this 31st day of October, 2018 as follows:

7 Mark Simons, Esq.
6490 South McCarran Blvd., #20 [x] Via E-service
8 Reno, Nevada 89509 [] Via U.S. Mail (Not registered with
9 mark@mgsimonslaw.com CM/ECF Program)
Attorney for Plaintiff Nanyah Vegas, LLC

10 Charles E. ("CJ") Barnabi, Jr.
11 COHEN JOHNSON PARKER EDWARDS [x] Via E-service
375 E. Warm Springs Road, Suite 104 [] Via U.S. Mail (Not registered with
12 Las Vegas, NV 89119 CM/ECF Program)
cj@cohenjohnson.com
13 *Attorney for Plaintiffs Carlos Huerta*
14 *and Go Global*

15 Dennis Kennedy
Joseph Liebman [x] Via E-service
16 BAILEY ❖ KENNEDY [] Via U.S. Mail (Not registered with
8984 Spanish Ridge Avenue CM/ECF Program)
Las Vegas, NV 89148
17 DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
18 *Attorneys for Defendants Pete Eliades,*
19 *Teld, LLC and Eldorado Hills, LLC*
20

21
22
23 /s/ Jon Linder
24 An employee of
25 **Fennemore Craig, P.C.**
26
27
28



OPPS (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 NANYAH
VEGAS, LLC'S COUNTERMOTION
FOR NRCP 15 RELIEF**

Hearing Date:

Hearing Time:

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

**DEFENDANT ELDORADO HILLS, LLC’S OPPOSITION TO NANYAH VEGAS, LLC’S
COUNTERMOTION FOR NRCP 15 RELIEF**

Defendant Eldorado Hills, LLC (“Eldorado”) opposes Nanyah Vegas, LLC’s (“Nanyah”) Countermotion for NRCP 15 Relief (“Countermotion to Amend”). This Opposition is based on the following Memorandum of Points of Authorities and any oral argument heard by the Court.

DATED this 9th 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

Nanyah’s Countermotion to Amend is legally and factually deficient. First, Nanyah solely moved for relief under N.R.C.P. 15(b), *which only applies to “amendments during and after trial.”* N.R.C.P. 15(b). The case has not yet been tried, and thus, the Countermotion to Amend is wholly premature. To be clear, Eldorado did not and does not expressly or impliedly consent to Nanyah’s implied-in-fact contract theory and will object appropriately at trial to the extent Nanyah attempts to proceed on any such claim.

Second, Nanyah has conveniently ignored the crucial fact that it did plead an implied-in-fact contract claim in its original Complaint, *but decided to unilaterally abandon that claim by omitting it from its Amended Complaint.* The Amended Complaint is currently the operative pleading in Nanyah’s lawsuit against Eldorado (Case No. A-13-686303-C). Eldorado has not provided any legal authority supporting the notion that N.R.C.P. 15(b) can be used to revive a claim *that was unilaterally waived and abandoned over five years ago.*

Third, Nanyah has not adduced any evidence supporting any such implied-in-fact contract. As stated by the Nevada Supreme Court, “[t]o find a contract implied-in-fact, the fact-finder must

1 conclude that the parties intended to contract and promises were exchanged, ***the general obligations***
2 ***for which must be sufficiently clear.***” *Certified Fire Prot., Inc. v. Precision Constr. Inc.*, 128 Nev.
3 371, 380, 283 P.3d 250, 256 (2012) (emphasis added). Nanyah has never adduced any admissible
4 evidence of these supposed contractual terms, from either Mr. Harlap (Nanyah’s principal) or Mr.
5 Huerta (Eldorado’s manager at that time). On the contrary, if Nanyah entered into any implied
6 agreements in 2007, the evidence indicates that any such agreement was with Canamex Nevada,
7 LLC—not with Eldorado. Without any evidence of an implied-in-fact contract between Eldorado
8 and Nanyah, the Countermotion to Amend should be denied.

9 Lastly, Nanyah argues that its Countermotion to Amend is proper because of this Court’s
10 Summary Judgment Order.¹ Yet Nanyah’s description of this Court’s Summary Judgment Order is
11 cut from whole cloth. This Court ***never*** made any findings of fact or conclusions of law that
12 Eldorado had a contractual obligation to repay Nanyah its \$1.5 million. Quite to the contrary, the
13 Summary Judgment Order includes specific findings that “the Rogich Trust shall remain ***solely***
14 ***responsible*** for any claims by [Nanyah] as set forth in this section above,” and that “any amounts
15 owing to [Nanyah], or who shall otherwise claim an ownership interest based upon contributions or
16 advances directly or indirectly to Eldorado made prior to the date of this agreements, shall be
17 satisfied ***solely by the Rogich Trust.***”² To the extent that Nanyah is found to be a third-party
18 beneficiary of these various agreements (as it purports to be), ***it is contractually bound by this***
19 ***language.*** See *Canfora v. Coast Hotels and Casinos, Inc.* 121 Nev. 771, 779, 121 P.3d 599, 604
20 (2005) (“[A]n intended third-party beneficiary is bound by the terms of a contract even if she is not a
21 signatory.”). If the Rogich Trust is “solely responsible,” Eldorado is not liable. Nanyah’s
22 Countermotion to Amend should be denied.

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26 ¹ The “Summary Judgment Order” refers to this Court’s October 5, 2018 Order: (1) Granting Defendants Peter
27 Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC’s Motion for Summary
Judgment; and (2) Denying Nanyah Vegas, LLC’s Countermotion for Summary Judgment

28 ² Summary Judgment Order, 5:4-15 (emphasis added). “The Rogich Trust” refers to the Rogich Family
Irrevocable Trust.

II. STATEMENT OF FACTS

A. The Relevant History of Eldorado.

Eldorado was formed in 2005 for the purpose of owning and developing approximately 161 acres of land near Boulder City, Nevada. Eldorado was originally comprised of Go Global, Inc. (100% owned by Carlos Huerta) and the Rogich Trust.³ In June of 2007, Huerta contacted an Israeli gentleman named Yoav Harlap (“Harlap”) regarding a potential investment. All of the correspondence between Huerta and Harlap discussed an investment in Canamex Nevada, Inc. (“Canamex”). According to Nanyah and Huerta, Canamex was intended to be the vehicle that ultimately combined the Eldorado property with a neighboring parcel owned by other individuals. Harlap ultimately decided to invest \$1,500,000.00 into Canamex.⁴

In early December of 2007, Huerta formed Canamex, opened a bank account in its name, and directed Harlap to wire \$1,500,000.00 into Canamex’s account. On December 6, 2007, Harlap wired \$1,500,000.00 to Canamex’s account. On the next day—Friday, December 7, 2007, Huerta transferred \$1,500,000.00 from Canamex’s account to Eldorado’s general account. On the next business day—Monday, December 10, 2007, Huerta transferred \$1,450,000.00 from Eldorado’s general account to Eldorado’s money market account. On December 14, 2007, Huerta transferred \$1,420,000.00 from Eldorado’s money market account to Go Global’s account.⁵

Huerta never formalized any sort of agreement memorializing an investment by Nanyah into Eldorado. In fact, every piece of documentary evidence (*i.e.*, investor updates from Go Global, tax documents, etc.) indicate that Nanyah received an interest in Canamex—not Eldorado—in exchange for Harlap’s \$1,500,000.00 payment.⁶

In October of 2008, Teld, LLC (“Teld”) purchased a 1/3 interest in Eldorado Hills for \$3,000,000.00. The Flangas Trust also purchased a 1/3 interest in Eldorado Hills for \$3,000,000.00, which was quickly transferred to Teld when the Flangas Trust backed out of the deal. Because Teld

³ Summary Judgment Order, ¶ 1.

⁴ See Exs. 2-A through 2-C of Eldorado Hills, LLC’s Mot. for Summ. Judg., filed June 1, 2018.

⁵ See Exs. 2-D through 2-G of Eldorado Hills, LLC’s Mot. for Summ. Judg., filed June 1, 2018.

⁶ See Exs. 2-I through 2-N of Eldorado Hills, LLC’s Mot. for Summ. Judg., filed June 1, 2018.

ended up with a larger percentage of Eldorado Hills than originally contemplated, it was later agreed that the Rogich Trust would re-acquire 6.67% of Eldorado Hills from Teld. As a result, Go Global (*i.e.*, Huerta) no longer owned an Eldorado Hills membership interest.⁷

B. The Relevant Agreements.

These transactions were memorialized in various written agreements, *none of which included Nanyah or Eldorado Hills as parties*. Although Nanyah was not included as a named signatory on the agreements, the agreements explicitly confirmed that the Rogich Trust agreed to resolve Nanyah’s potential claim.⁸ In fact, the relevant agreements state that the Rogich Trust—*not Eldorado*—would be “*solely responsible*” for Nanyah’s claim. Specifically, the relevant agreements state the following:

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

- “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. *This will be [the Rogich Trust’s] obligation, moving forward....*”⁹

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

- “It is the current intention of [the Rogich Trust] that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as [Eldorado’s] real property is sold or otherwise disposed of. *Regardless of whether this intention is realized, [the Rogich Trust] shall remain solely responsible for any claims by the above referenced entities set forth in this section above.*”¹⁰
- “The ‘pro-rata distributions’ hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided, that any

⁷ Summary Judgment Order, ¶ 3.

⁸ *Id.*, ¶ 4.

⁹ *Id.*, ¶ 5(a)(ii).

¹⁰ *Id.*, ¶ 5(b)(vii).

amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to [Eldorado] made prior to the date of this agreement, *shall be satisfied solely by [the Rogich Trust]*.”¹¹

C. Nanyah’s Claim Against Eldorado.

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

D. The Summary Judgment Order.

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

- “The Rogich Trust *specifically agreed to assume* the obligation to pay Nanyah its percentage interest in Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.”
- “Seller Go Global, however, will not be responsible to pay the Exhibit A claimants their percentage or debt. *This will be Buyer[] The Rogich Trust’s obligation.* The Exhibit A Claimants include Nanyah and its \$1,500,000.00 investment.”

¹¹ *Id.*, ¶ 5(b)(viii).

¹² Compl., 7:18-9:2, filed July 31, 2013.

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

¹⁴ A separate lawsuit was filed by Nanyah on November 4, 2016, against Rogich, the Rogich Trust, and Imitations, LLC (collectively, the “Rogich Defendants”), as well as Peter Eliades, Teld, LLC (“Teld”), and the Eliades Survivor Trust of 10/30/08 (collectively, the “Eliades Defendants”). (*See generally* Compl., Case No. A-16-746239-C, filed November 4, 2016.) That matter was consolidated with Case No. A-13-686303-C. The Eliades Defendants are no longer parties to this case, as this Court entered summary judgment in their favor on every one of Nanyah’s claims. (*See generally* Summary Judgment Order.)

- “[T]he *Rogich Trust* shall remain solely responsible for any claims by any of the above referenced entities set forth in this section above.”
- “[A]ny amounts owing to those entities set forth on Exhibit ‘D,’ or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to Eldorado made prior to the date of this agreement, *shall be satisfied solely by the Rogich Trust.*”
- “The October 30, 2008, Purchase Agreement states that *the Rogich Trust specifically agreed to assume* the obligation to pay Nanyah its percentage or debt.”¹⁵

III. ARGUMENT

A. Legal Standard.

(b) Amendments During and After Trial.

(2) **For Issues Tried by Consent.** When an issue not raised by the pleadings is tried by the parties’ express or implied consent, it must be treated in all respects as if raised in the pleadings. A party may move — at any time, even after judgment — to amend the pleadings to conform them to the evidence and to raise an unpleaded issue. But failure to amend does not affect the result of the trial of that issue.

B. Nanyah’s Motion for N.R.C.P. 15(b) Relief is Premature.

As shown above, N.R.C.P. 15(b) only applies to “amendments during and after trial.” It does not apply to pretrial motions to amend, which are solely governed by N.R.C.P. 15(a). *Id.* (“Amendments Before Trial”); *see also Crawford v. Gould*, 56 F.3d 1162, 1168 (9th Cir. 1995); *Bullard v. Wastequip Manuf. Co. LLC*, Case No. CV 14-01309-MMM (SSx), 2015 WL 12766467, at *12 n. 82 (C.D. Cal. Apr. 14, 2015) (“Indeed, Rule 15(b) of the Federal Rules of Civil Procedure does not permit amendment of a complaint to conform to evidence presented at the summary judgment stage. It only applies to amendment of the complaint at trial.”); *Champion Foodservice, LLC v. Vista Food Exchange, Inc.*, Case No. 1:13-cv-1195, 2016 WL 4468001, at *19 (N.D. Ohio Aug. 24, 2016) (“The Court agrees that it is not appropriate to use Rule 15(b)(2), which provides for amendment of pleadings during and after trial, to obtain an amendment to conform to evidence on summary judgment.”).¹⁶

¹⁵ See generally Summary Judgment Order, ¶¶ 4, 5(a)(ii), 5(b)(vii), 5(b)(viii), 7 (emphasis added).

¹⁶ Federal cases interpreting rules of civil procedure are persuasive authority in Nevada courts. *Exec. Mgmt. Ltd.*

Although this Countermotion to Amend may be heard during trial, it is solely based on pretrial activity, such as the prior summary judgment briefing. This Court cannot make a determination whether Eldorado expressly or impliedly consented to an implied-in-fact contract claim at trial because the parties have not actually conducted a trial. The mere fact that it has been discussed in prior briefing does not establish any type of consent under N.R.C.P. 15(b), *especially since Eldorado repeatedly objected to any such claim going forward in those very briefs.*¹⁷ Thus, the Countermotion to Amend is premature and should be denied.

C. Nanyah Waived and Abandoned Its Implied-in-Fact Contract Claim by Voluntarily Omitting It From Its Amended Complaint.

As explained above, Nanyah initially filed claims against Eldorado for unjust enrichment *and* breach of implied agreement.¹⁸ After Eldorado filed a Motion to Dismiss addressing both claims, Nanyah filed an Amended Complaint, repleading its unjust enrichment claim (alleging that Eldorado was responsible for returning its \$1,500,000.00 investment) *and omitting the breach of implied agreement claim.*¹⁹ When Nanyah voluntarily omitted its implied-in-fact contract claim from its Amended Complaint back in 2013, *that claim was waived and abandoned as a matter of law.* See *Washington Gas Light Co. v. Prince George's Cnty. Council Sitting as Dist. Council*, 784 F.Supp.2d 565, 571 (D.Md.2011) (“If an amended complaint omits claims from the original complaint, the plaintiff thereby waives or abandons the original claims.”) (citing *Young v. City of Mount Rainer*, 238 F.3d 567, 573 (4th Cir.2001)); see also *Oregon Teamster Employers Trust v. Hillsboro Garbage Disposal, Inc.*, No. 3:11-cv-01487-ST, 2013 WL 2423795, at *3 (D. Or. June 4, 2013) (“Plaintiff, however, previously included a claim for fraudulent misrepresentation in its Amended Complaint and later chose to omit that claim from its Second Amended Complaint. *Justice does not require that the Court provide Plaintiff with an opportunity to re-plead*

v. Ticor 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)).

¹⁷ See, e.g., Def. Eldorado Hills, LLC’s Reply in Support of Its Motion for Summ. Judg. and Opp’n to Countermot. for Summ. Judg., 10:1-15, filed July 19, 2018.

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

¹⁹ See generally Am. Compl., Case No. A-13-686303-C, filed Oct. 21, 2013.

1 *a claim that Plaintiff has previously elected to abandon.*”) (emphasis added).

2 Now, weeks before trial, well past the deadline to amend pleadings, and well past the close of
3 discovery, Nanyah seeks to add a claim *that was abandoned and waived over five years ago*.
4 Nanyah has not provided any authority showing that N.R.C.P. 15(b) can bring a claim back to life
5 that was waived and abandoned *over five years ago*. Therefore, Nanyah’s Countermotion to Amend
6 should be denied.

7 **D. Nanyah Has Not Shown An Implied-In-Fact Contract With Eldorado.**

8 This Court should not permit Nanyah to belatedly proceed on an abandoned claim in which it
9 has not and cannot adduce any evidence. “To find a contract implied-in-fact, the fact-finder must
10 conclude that the parties intended to contract and promises were exchanged, *the general obligations*
11 *for which must be sufficiently clear.*” *Certified Fire Prot.*, 128 Nev. at 380, 283 P.3d at 256 (2012).

12 The obligations which supposedly comprise this implied-in-fact contract between Eldorado and
13 Nanyah are a mystery. In particular, what “membership interest” did Nanyah supposedly contract to
14 receive for its \$1,500,000.00 investment? What percentage of Eldorado was Nanyah contractually
15 entitled to own? Would that membership interest reduce Go Global’s or the Rogich Trust’s existing
16 membership interest, and if so, by how much? Would Nanyah have voting rights? Would Nanyah
17 have managerial rights? Would Nanyah be bound by the Operating Agreement? Would Nanyah
18 have an obligation to comply with capital calls?

19 Nanyah has never provided any admissible evidence in support of this so-called implied-in-
20 fact contract from either Nanyah or Eldorado, the two supposed parties to this alleged agreement.
21 Harlap has not provided a declaration or any testimony to prove up this supposed oral contract.
22 Without any proof that these obligations were discussed and agreed upon, there is not nearly enough
23 certainty or detail to conceive an implied-in-fact contract for an investment in an LLC. *See id.*
24 (“There are simply too many gaps to fill in the asserted contract for quantum meruit to take hold.”).
25 On the contrary, the evidence shows that if Nanyah entered into any implied agreements in 2007,
26 any such agreement was with Canamex—not with Eldorado. Without any evidence of an implied-
27 in-fact contract between Eldorado and Nanyah, the Countermotion to Amend should be denied.
28

1 **E. The Summary Judgment Order Does Not Support the Countermotion to Amend.**

2 Nanyah based its Countermotion to Amend on this Court’s findings of fact and conclusions
3 of law in the Summary Judgment Order—*an Order which dismissed all of Nanyah’s claims against*
4 *the Eliades Defendants*. The Summary Judgment Order does not contain any findings which are
5 sufficient to impose any Eldorado contractual liability. Although it states that Nanyah’s funds were
6 ultimately invested into Eldorado, there are absolutely no findings that Eldorado agreed to pay back
7 Nanyah, or that Eldorado was liable for Nanyah’s so-called investment.²⁰ On the contrary, there is a
8 specific finding that “the Rogich Trust shall remain *solely responsible* for any claims by [Nanyah] as
9 set forth in this section above.”²¹ The Court also found that “any amounts owing to [Nanyah], or
10 who shall otherwise claim an ownership interest based upon contributions or advances directly or
11 indirectly to Eldorado made prior to the date of this agreements, shall be satisfied *solely by the*
12 *Rogich Trust*.”²² Although Nanyah is not a signatory to the Purchase Agreements, to the extent
13 Nanyah is deemed to be a third-party beneficiary of those Purchase Agreements, *it is bound by that*
14 *language as a matter of law*. As stated by the Nevada Supreme Court, “an intended third-
15 party beneficiary is bound by the terms of a contract even if she is not a signatory.” *Canfora v.*
16 *Coast Hotels and Casinos, Inc.* 121 Nev. 771, 779, 121 P.3d 599, 604 (2005).

17 Other jurisdictions are in accord.

- 18 ➤ *Camp Ne’er Too Late, LP v. Swepi, LP*, 185 F.Supp.3d 517, 542 (M.D. Pa. 2016) (“Implicit
19 adoption occurs when a party accepts benefits intended for third party beneficiary.’ ‘Courts
20 will often find implicit adoption when a party who has received benefits of a contract then
21 tries to avoid burdens imposed by the same contract.’”) (internal citations omitted).
- 22 ➤ *Clearwater REI, LLC v. Boling*, 318 P.3d 944, 951 (Idaho 2014) (“[A] third-party
23 beneficiary must comply with all the terms and provisions of an agreement to the same extent
24

25 ²⁰ Even if Nanyah invested in Eldorado, there is no corresponding guarantee that the LLC will repay the
26 investment. It is, after all, an investment (not a loan), and Nanyah would only be paid back if the LLC was profitable.
27 Nanyah has not submitted any evidence that Eldorado is a profitable entity and thus would contractually owe any
28 distributions or capital account repayments to Nanyah.

²¹ Summary Judgment Order, 5:4-9.

²² *Id.*, 5:10-15.

as they apply to the beneficiary.”) (citation omitted);

- *NAMA Holdings, LLC v. Related World Market Center, LLC*, 922 A.2d 417, 431 (Del. Ch. Ct. 2007) (“Indeed, a court will not allow a third-party beneficiary to cherry-pick certain provisions of a contract which it finds advantageous in making its claim, while simultaneously discarding corresponding contractual obligations which it finds distasteful.”);
- *Benton v. Vanderbilt Univ.*, 137 S.W.3d 614, 618 (Tenn. 2004) (“‘Before the beneficiary may accept the benefits of the contract, he must accept all of its implied, as well as express, obligations.’ As we have explained, ‘if the beneficiary accepts, he adopts the bad as well as the good, the burden as well as the benefit.’”) (internal citations omitted);
- *Lankford v. Orkin Exterminating Co.*, 597 S.E.2d 470, 473 (Ga. Ct. App. 2004) (“Third-party beneficiaries under the contract ‘are bound by any valid and enforceable provisions of the contract in seeking to enforce their claims.’”) (citation omitted).

Bottom line: if Nanyah is bound by the Purchase Agreements as an intended third-beneficiary, *it has agreed that the Rogich Trust is “solely responsible.”* Clearly, if the Rogich Trust is “solely responsible,” Eldorado Hills is not.²³ The Countermotion to Amend should be denied.

F. Eldorado Will Suffer Extreme Prejudice if Nanyah Is Able to Revive Its Abandoned Implied-in-Fact Contract Claim at the Eleventh Hour.

Although Nanyah’s implied-in-fact contract claim has some similarities to its unjust enrichment claim, Eldorado would suffer extreme prejudice if it were forced to alter its defense to defend such an unpleaded claim at the eleventh hour. If Nanyah had actually asserted such a contract claim in the normal course of the litigation, Eldorado would have had the opportunity to conduct discovery on that claim. Eldorado could have deposed Harlap regarding this supposed oral

²³ Nanyah appears to argue that this Court’s findings and use of the term “assume” implies that there was an obligor to Nanyah prior to the Rogich Trust. The Summary Judgment Order does not include any such implication. However, this Court did specifically cite § 4 of the October 30, 2008 Purchase Agreement between Go Global, Huerta, and the Rogich Trust, which states as follows: “[Go Global and Huerta], however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be [the Rogich Trust’s] obligation, moving forward....” Thus, under the plain language of the agreements, to the extent anyone was originally liable for Nanyah’s potential claim prior to the Rogich Trust, *it was Go Global and Huerta—not Eldorado*. Perhaps Nanyah should have sued them.

1 agreement. Eldorado could have deposed Huerta regarding this supposed oral agreement. Eldorado
2 would have had an opportunity to plead and conduct discovery on various affirmative defenses.
3 Eldorado could have moved for summary judgment on this supposed oral agreement, but was unable
4 to do so because the dispositive motion deadline lapsed before Nanyah ever raised such a theory.
5 Because of Nanyah's decision to keep this theory in its pocket until the eve of trial, Eldorado's
6 defense of any such claim has been extremely prejudiced. Thus, the Countermotion to Amend
7 should be denied.

8 IV. CONCLUSION

9 Nanyah asserted an implied-in-fact contract claim against Eldorado at the inception of this
10 case, yet voluntarily abandoned it just three months later. *Nanyah should not be permitted to revive*
11 *a claim it voluntarily abandoned over five years ago on the eve of trial.* Thus, the Countermotion
12 to Amend should be denied.

13 DATED this 9th day of April, 2019.

14 BAILEY ♦ KENNEDY

15
16 By: /s/ Joseph A. Liebman
17 DENNIS L. KENNEDY
JOSEPH A. LIEBMAN

18 *Attorneys for Defendant*
19 ELDORADO HILLS, LLC
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

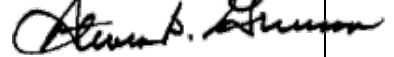
I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 9th day of April, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC'S OPPOSITION TO NANYAH VEGAS, LLC'S COUNTERMOTION FOR NRCP 15 RELIEF** was made by mandatory electronic service through the Eighth Judicial District Court's 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 HALL JOHNSTON PC 6490 S. McCarran Blvd., Suite F-46 Reno, NV 89509	Email: msimons@shjnevada.com <i>Attorneys for Plaintiff</i> NANYAH VEGAS, LLC
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---	---

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



NOTC (CIV)

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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

**ELDORADO HILLS, LLC'S NOTICE
OF NON-CONSENT TO NANYAH
VEGAS, LLC'S UNPLEADED IMPLIED-
IN-FACT CONTRACT THEORY**

CONSOLIDATED WITH:

Case No. A-16-746239-C

**ELDORADO HILLS, LLC'S NOTICE OF NON-CONSENT TO NANYAH VEGAS, LLC'S
UNPLEADED IMPLIED-IN-FACT CONTRACT THEORY**

Notice is hereby provided to all parties and to the Court that Eldorado Hills, LLC ("Eldorado Hills") does *not* expressly or impliedly consent, under N.R.C.P. 15(b) or any other applicable rule, to Nanyah Vegas, LLC's ("Nanyah") implied-in-fact contract theory. No such claim has been pled in Nanyah's operative pleading. In fact, on July 31, 2013, Nanyah initially filed claims against Eldorado Hills for unjust enrichment and breach of implied agreement, yet after Eldorado Hills filed a Motion to Dismiss addressing both claims, Nanyah filed an Amended Complaint on October 21, 2013, repleading its unjust enrichment claim and abandoning the breach of implied agreement claim. Eldorado Hills objects to any such claim going forward at trial.

DATED this 9th day of April, 2019.

BAILEY ♦ KENNEDY

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

Attorneys for Defendants ELDORADO
HILLS, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 9th day of April, 2019, service of the foregoing **ELDORADO HILLS, LLC'S NOTICE OF NON-CONSENT TO NANYAH VEGAS, LLC'S UNPLEADED IMPLIED-IN-FACT CONTRACT THEORY** 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:

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ROGICH as Trustee of THE
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IRREVOCABLE TRUST

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



JOIN

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**SIGMUND ROGICH, INDIVIDUALLY
AND AS 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**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family
2 Irrevocable Trust and Imitations, LLC hereby join in Eldorado Hills, LLC's Notice of Non-
3 Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory.

4 DATED April 9, 2019.

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

6
7 By: /s/ Brenoch R. Wirthlin

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

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

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15 *Attorneys for Sigmund Rogich, Individually and*
16 *as Trustee of The Rogich Family Irrevocable*
17 *Trust and Imitations, LLC*
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of the **SIGMUND ROGICH, INDIVIDUALLY AND AS**
3 **TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS,**
4 **LLC'S JOINDER TO ELDORADO HILLS, LLC'S NOTICE OF NON-CONSENT TO**
5 **NANYAH VEGAS, LLC'S UNPLEADED IMPLIED-IN-FACT CONTRACT THEORY**
6 was served upon the following person(s) by electronic transmission through the Wiznet system
7 pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26, on this 9th day of April, 2019 as follows:
8

9 Mark Simons, Esq.
10 6490 South McCarran Blvd., #20 [x] Via E-service
11 Reno, Nevada 89509
mark@mgsimonslaw.com
12 *Attorney for Plaintiff Nanyah Vegas, LLC*

13 Michael V. Cristalli
14 Janiece S. Marshall [x] Via E-service
15 GENTILE CRISTALLI MILLER ARMENI
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Las Vegas, NV 89145
17 *Attorneys for Defendants Attorneys for Sig*
18 *Rogich aka Sigmund Rogich as Trustee of*
19 *The Rogich Family Irrevocable Trust*

20 Dennis Kennedy
21 Joseph Liebman [x] Via E-service
22 BAILEY ❖ KENNEDY
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24 Las Vegas, NV 89148
DKennedy@BaileyKennedy.com
25 JLiebman@BaileyKennedy.com
26 *Attorneys for Defendants Pete Eliades,*
27 *Teld, LLC and Eldorado Hills, LLC*
28

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

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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 OBJECTIONS TO NANYAH
VEGAS, LLC'S 2nd SUPPLEMENTAL
PRE-TRIAL DISCLOSURES**

CONSOLIDATED WITH:

Case No. A-16-746239-C

Pursuant to Nevada Rule of Civil Procedure 16.1(a)(3), and due to the disclosure of additional trial exhibits and witnesses, Defendant Eldorado Hills, LLC (“Eldorado Hills”) hereby supplements (in bold) its prior objections to Nanyah Vegas, LLC’s (“Nanyah”) Pre-Trial Disclosures:

A. Objections to the Use of Depositions Under Rule 32(a):

As Nanyah has not disclosed any witnesses whose testimony is expected to be presented by deposition, Eldorado Hills has no objections at this time.

B. Objection to the Admissibility of Potential Exhibits:

See Exhibit 1.

Eldorado Hills also reserves any and all objections under NRS 48.025 and NRS 48.035. Eldorado Hills reserves the right to supplement its objections.

Additionally, Eldorado Hills objects to the disclosure of Joseph A. Liebman as a witness. Nanyah has never disclosed Mr. Liebman as a potential witness during the pendency of this case. Further, Nanyah has never disclosed the subject matter of Mr. Liebman’s anticipated testimony. Finally, considering that Mr. Liebman is counsel of record for Eldorado Hills, Nanyah must meet the burden set forth by the Nevada Supreme Court in *Club Vista Financial Servs. v. Dist. Ct.*, 128 Nev. 224, 276 P.3d 246 (2012).

DATED this 9th day of April, 2019.

BAILEY ♦ KENNEDY

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

Attorneys for Defendant ELDORADO
HILLS, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 9th day of April, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC's OBJECTIONS TO NANYAH VEGAS, LLC'S 2nd SUPPLEMENTAL PRE-TRIAL DISCLOSURES** 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:

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Trustee of THE ROGICH FAMILY
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Attorneys for Defendants
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

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
1	N/A	10/5/18 Order	Hearsay, Relevancy, Undisclosed document
2	RT0616-623	Project Information	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
3	PLTF0032	12/31/07 Nevada State Bank Statement for Eldorado Hills	Hearsay, Authenticity, Foundation, Incomplete Document
4	PLTF547-574; RT 306-324	Eldorado Hills, LLC's General Ledger	Authenticity, Foundation, NRS 48.035, two separate documents
5	SR0002334-2360	Eldorado Hills General Ledger - All Transactions	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
6	RT 0583	5125107 Business Purpose Affidavit of Carlos Huerta, Manager	Hearsay, Relevancy, Authenticity, Foundation
7	RT 0438-442	6/12/08 Carlos Huerta email to Melissa Olivas	Authenticity, Foundation, two separate documents

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
8	RT 0449	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank	Hearsay, Relevancy, Authenticity, Foundation
9	RT 0463	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial	Hearsay, Relevancy, Authenticity, Foundation
10	RT 0513	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial	Hearsay, Relevancy, Authenticity, Foundation
11	RT 0624-625	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey	Hearsay, Relevancy, Authenticity, Foundation, Incomplete Document
12	RT0156-157	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation
13	PLTF575	Go Global Capital Contributions into Eldorado Hills	No objections.
14	RT0694-696	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
15	PLTF577-582 (can't find document)	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas	Hearsay, Relevancy, Authenticity, Foundation
16	NAN_00234-236	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap	Hearsay, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
17	Depo Ex. 53 (not a privilege log)	Rogich Defendants' Privilege Log	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
18	NAN_000001-11	10/30/08 Purchase Agreement	No objections.
19	NAN_000545-648	10/30/08 Teld Membership Interest Purchase Agreement	No objections.
20	NAN_000649-751	10/30/08 Flangas Membership Interest Purchase Agreement	Hearsay, Relevancy, Authenticity, Foundation
21	NAN-000752-755	10/31/08 Purchase Agreement	Hearsay, Relevancy, Authenticity, Foundation
22	No bates number?	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit	Hearsay, Relevancy, Authenticity, Foundation
23	ELIADES000028-59	10/31/08 Nevada Title Company final document package	Hearsay, Relevancy, Authenticity, Foundation
24	ELIADES000003-8	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld	Hearsay, Relevancy, Authenticity, Foundation
25	ELIADES000009-16	10/30/08 Security Agreement - Flangas/Teld	Hearsay, Relevancy, Authenticity, Foundation
26	ELIADES0000017-27	11/2008 Membership Interest Purchase Agreement - Flangas out	Hearsay, Relevancy, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
27	EH000001-7	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
28	ELIADES000067-75	10/30/08 \$600,000 Promissory Note - Rogich/Teld	Hearsay, Relevancy, Authenticity, Foundation
29	ELIADES000060-66	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
30	RT2207	6/25/09 Unanimous Written Consent of the Managers of Eldorado Hills LLC	No objections.
31	RT2198-2206	6125109 \$10,300,035 Promissory Note - Eldorado Hills/Eliades	No objections.
32	NAN_000511-544	Operating Agreement for Eldorado Hills LLC	No objections.
33	NAN_000193-205	Amended and Restate Operating Agreement of Eldorado Hills, LLC	No objections.
34	EH000105-107	First Amendment to Amended and Restated Operating Agreement of Eldorado Hills, LLC	No objections.
35	NAN_000348-352; SR 002361-2365	8/3-6/12 Email string between John Spilotro, Melissa Olivas, Kenneth Woloson	Hearsay, Relevancy, Authenticity, Foundation
36	EH000008-13; RT092-97	1/1/12 Membership Interest Assignment Agreement	Hearsay, Relevancy, Authenticity, Foundation
37	SR002356	8/10/12 Peter Eliades Check No. 7316 for \$682,080 payable to the Rogich 2004 Family Irrevocable Trust	Hearsay, Relevancy, Authenticity, Foundation
38	SR002357	8/15/12 The Rogich 2004 Family Irrevocable Trust Check No. 2565 for \$682,080 payable to Peter Eliades	Hearsay, Relevancy, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
39	ELIADES0000001	1/1/12 Satisfaction of Promissory Note and Release of Security - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
40		2/22/18 Declaration of Sigmund Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
41		11/4/16 Complaint	Hearsay, Authenticity, Foundation, Undisclosed document
42		1/23/18 Defendants' First Amended Answer to Complaint	Hearsay, Authenticity, Foundation, Undisclosed document
43		1/24/18 Substitution of Attorneys	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
44		8/21/14 Deposition of Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

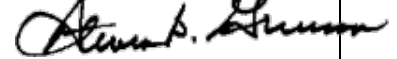
Exhibit No.	Bates No.	Description	Objections
45		5/24/2018 Deposition of Sigmund Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
46		8/27/14 Deposition of Melissa Olivas	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
47		5/2/18 Deposition Transcript of Melissa Olivas	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
48		5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq.	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
49		5/25/18 Deposition Transcript of Peter Eliades	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
50		6/15/18 Deposition Transcript of Dolores Eliades	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
51		4/9/18 Nanyah Vegas, LLC's Supplement to Second Amended Answers to Defendants' First Set of Interrogatories	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035, No Verification
52		5/1/18 Discovery Commissioner's Report and Recommendation and Order approving	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
53		9/15/05 Email chain between Carlos Huerta, Sig Rogich, Melissa Olivas, Chris Cole re: Helen Ryu (RT0300-305)	Hearsay, Relevancy, Authenticity, Foundation
54		1/23/18 Defendants First Supplemental Disclosure of Documents Pursuant to NRCP 16.1	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035, Multiple documents
55		Eldorado Hills, LLC General Ledger as of October 29, 2008 (RT0306-324)	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
56		NRS 86.286	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document, NRS 48.035
57		Rogich Declaration dated February 25, 2019	Hearsay, Relevancy, Authenticity, Foundation
58	SR2679-2680	November 7, 2012 Letter to Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation



JOIN

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**SIGMUND ROGICH, INDIVIDUALLY
AND AS TRUSTEE OF THE ROGICH
FAMILY IRREVOCABLE TRUST AND
IMITATIONS, LLC'S JOINDER TO
ELDORADO HILLS, LLC'S
OBJECTIONS TO NANYAH VEGAS,
LLC'S 2ND SUPPLEMENTAL PRE-
TRIAL DISCLOSURES**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE**
2 **ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S**
3 **JOINDER TO ELDORADO HILLS, LLC'S OBJECTIONS TO NANYAH**
 VEGAS, LLC'S 2ND SUPPLEMENTAL PRE-TRIAL DISCLOSURES

4 Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family
5 Irrevocable Trust and Imitations, LLC hereby join in Defendant Eldorado Hills, LLC's Objections
6 to Nanyah Vegas, LLC's 2nd Supplemental Pre-Trial Disclosures, e-served on April 9, 2019.

7 DATED April 10, 2019.

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

9 By: /s/ Brenoch R. Wirthlin

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

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

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17 Attorneys for Sigmund Rogich, Individually and
18 as Trustee of The Rogich Family Irrevocable
19 Trust and Imitations, LLC
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28

CERTIFICATE OF SERVICE

I hereby certify that a copy of the **SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S JOINER TO ELDORADO HILLS, LLC'S OBJECTIONS TO NANYAH VEGAS, LLC'S 2ND SUPPLEMENTAL PRE-TRIAL DISCLOSURES** was served upon the following person(s) by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26, on April 10, 2019 as follows:

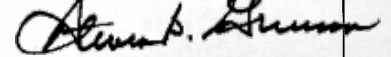
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Attorney for Plaintiff Nanyah Vegas, LLC

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Las Vegas, NV 89145
Attorneys for Defendants Attorneys for Sig Rogich aka Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust

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/s/ Morganne Westover

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



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13 *Attorneys for Defendant ELDORADO HILLS,*
14 *LLC*

15
16 DISTRICT COURT
17 CLARK COUNTY, NEVADA

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

25 Plaintiffs,

26 vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

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

ORDER DENYING NANYAH VEGAS,
LLC'S MOTION IN LIMINE # 5:
PAROL EVIDENCE RULE

CONSOLIDATED WITH:

Case No. A-16-746239-C

BAILEY ♦ KENNEDY
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LAS VEGAS, NEVADA 89148-1302
702.562.8820

1 Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Parol
2 Evidence MIL") came before the Court on March 20, 2019.

3 **APPEARANCES**

4 The Parties appeared as follows:

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

11 **ORDER**

12 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
13 on file, and having considered the same, and for the reasons stated upon the record, DENIES the
14 Parol Evidence MIL for the following reasons:

- 15 ➤ The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120
16 Nev. 82, 91, 86 P.3d 1032, 1037 (2004). Because Eldorado Hills is not a party to any of the
17 written contracts at issue in the case (including, but not limited to, the October 30, 2008
18 Amended and Restated Operating Agreement), and because Nanyah only has pled an unjust
19 enrichment claim against Eldorado Hills, the parol evidence rule does not apply to Eldorado
20 Hills.¹

21 ///

22 ///

23 ///

24 ///

25 ///

26 ¹ The written contracts at issue in the case are enumerated in this Court's October 5, 2018 Order: (1) Granting
27 Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion
28 for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment.

➤ With respect to the Rogich Defendants, it has not yet been determined whether Nanyah is a third party beneficiary to any of the written contracts at issue in the case. *See Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005).

DATED this 8 day of April, 2019.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By [Signature]
Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

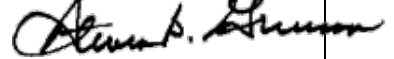
SIMONS LAW

By: [Signature]
Mark Simons, Esq.
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Reno, NV 8950
ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

FENNEMORE CRAIG, P.C.

By: [Signature] 10282 fm
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*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC*



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DISTRICT COURT
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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

**NOTICE OF ENTRY OF ORDER
DENYING NANYAH VEGAS, LLC'S
MOTION IN LIMINE # 5: PAROL
EVIDENCE RULE**

CONSOLIDATED WITH:

Case No. A-16-746239-C

1 PLEASE TAKE NOTICE that an Order Denying Nanyah Vegas, LLC's Motion in Limine #
2 5: Parol Evidence Rule was entered in the above-captioned action on April 10, 2019, a true and
3 correct copy of which is attached hereto.

4 DATED this 10th day of April, 2019.

5 BAILEY ♦ KENNEDY

6
7 By: /s/ Joseph A. Liebman

8 DENNIS L. KENNEDY

9 JOSEPH A. LIEBMAN

10 *Attorneys for Defendant*
11 ELDORADO HILLS, LLC
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CERTIFICATE OF SERVICE

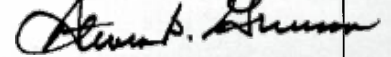
I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 10th day of April, 2019, service of the foregoing **NOTICE OF ENTRY OF ORDER DENYING NANYAH VEGAS, LLC'S MOTION IN LIMINE # 5: PAROL EVIDENCE RULE** was made by mandatory electronic service through the Eighth Judicial District Court's 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 HALL JOHNSTON PC 6490 S. McCarran Blvd., Suite F-46 Reno, NV 89509	Email: msimons@shjnevada.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



1 **ORDR (CIV)**
2 DENNIS L. KENNEDY
3 Nevada Bar No. 1462
4 JOSEPH A. LIEBMAN
5 Nevada Bar No. 10125
6 **BAILEY ♦ KENNEDY**
7 8984 Spanish Ridge Avenue
8 Las Vegas, Nevada 89148-1302
9 Telephone: 702.562.8820
10 Facsimile: 702.562.8821
11 DKennedy@BaileyKennedy.com
12 JLiebman@BaileyKennedy.com

13 *Attorneys for Defendant ELDORADO HILLS,*
14 *LLC*

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

18 Plaintiffs,

19 vs.

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

25 Defendants.

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

28 Plaintiff,

vs.

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

Defendants.

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

ORDER DENYING NANYAH VEGAS,
LLC'S MOTION IN LIMINE # 5:
PAROL EVIDENCE RULE

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

1 Nanyah Vegas, LLC's ("Nanyah") Motion *in Limine* # 5 Re: Parol Evidence Rule (the "Parol
2 Evidence MIL") came before the Court on March 20, 2019.

3 APPEARANCES

4 The Parties appeared as follows:

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

11 ORDER

12 The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings
13 on file, and having considered the same, and for the reasons stated upon the record, DENIES the
14 Parol Evidence MIL for the following reasons:

- 15 ➤ The parol evidence rule is only applicable if there is a written contract. *Ringle v. Bruton*, 120
16 Nev. 82, 91, 86 P.3d 1032, 1037 (2004). Because Eldorado Hills is not a party to any of the
17 written contracts at issue in the case (including, but not limited to, the October 30, 2008
18 Amended and Restated Operating Agreement), and because Nanyah only has pled an unjust
19 enrichment claim against Eldorado Hills, the parol evidence rule does not apply to Eldorado
20 Hills.¹

21 ///

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26 ¹ The written contracts at issue in the case are enumerated in this Court's October 5, 2018 Order: (1) Granting
27 Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion
28 for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment.

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

➤ With respect to the Rogich Defendants, it has not yet been determined whether Nanyah is a third party beneficiary to any of the written contracts at issue in the case. *See Canfora v. Coast Hotels and Casinos, Inc.*, 121 Nev. 771, 779, 121 P.3d 599, 605 (2005).

DATED this 8 day of April, 2019.

Nancy L. Alf
DISTRICT COURT JUDGE

Submitted by:

BAILEY ♦ KENNEDY

By:

Dennis Kennedy, Esq.
Joseph Liebman, Esq.
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
Attorneys for Defendant ELDORADO HILLS, LLC

Approved as to Form and Content:

SIMONS LAW

By:

Mark Simons, Esq.
6490 South McCarran Blvd., # 20
Reno, NV 8950
ATTORNEYS FOR PLAINTIFF NANYAH VEGAS, LLC

Approved as to Form and Content:

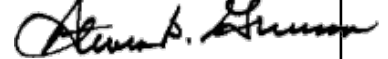
FENNEMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
*Attorneys for Defendants Sig Rogich,
Individually and as Trustee of the Rogich
Family Irrevocable Trust, and Imitations,
LLC*

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

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Steven D. Grierson
CLERK OF THE COURT



PTD
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Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited liability company,

Plaintiff,

v.

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

Defendants.

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

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

NANYAH VEGAS, LLC'S 3rd
SUPPLEMENTAL PRETRIAL
DISCLOSURES

NANYAH VEGAS, LLC'S SUPPLEMENTAL PRETRIAL DISCLOSURES

Nanyah Vegas, LLC ("Nanyah") submits the following second supplement to its Pretrial Disclosures dated October 12, 2018. Any supplement or modified information appears in **bold text**.

A. LIST OF WITNESSES PURSUANT TO NRCP 16.1(a)(3)(A):

1. Witnesses expected to testify:

- a. Mr. Yoav Harlap
- b. Mr. Carlos Huerta
- c. Mr. Sigmund Rogich
- d. Mr. Peter Eliades
- e. Ms. Dorothy Eliades
- f. Ms. Melissa Olivas
- g. Mr. Ken Woloson
- h. **Craig Dunlap**
- i. **Joseph A. Liebman**

2. Witnesses Subpoenaed:

- a. **Peter Eliades**
- b. **Dorothy Eliades**
- c. **Craig Dunlap**

3. Witnesses who may testify if needed:

- a. Unknown at this time

4. Witnesses whose testimony is expected to be presented by means of a deposition.

- a. Unknown at this time.

B. LIST OF DOCUMENTS PURSUANT TO NRCP 16.1(a)(3)(A):

1. Documents expected to be used at trial:

a. See Nanyah Vegas, LLC's Trial Exhibit list previously submitted.

Nanyah reserves the right to supplement and/or amend this list.

Plaintiff #59 March 26, 2019 Order Denying the Rogich Defendants' NRCP 60(B) Motion

Plaintiff #60 February 12, 2016 Order of Reversal and Remand (Supreme Court Case No. 66823)

2. Documents Nanyah may offer at trial:

a. Unknown at this time.

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

DATED this 12th day of April, 2019.

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



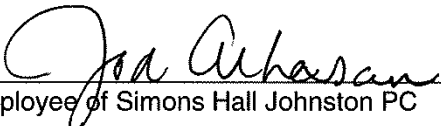
MARK G. SIMONS
Attorneys for Nanyah Vegas, LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **NANYAH VEGAS, LLC'S 3rd SUPPLEMENTAL PRETRIAL DISCLOSURES** on all
parties to this action via the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
Joseph A. Liebman	jlienbman@baileykennedy.com
Andrew Leavitt	andrewleavitt@gmail.com
Angela Westlake	awestlake@lionelsawyer.com
Brandon McDonald	brandon@mcdonaldlayers.com
Bryan A. Lindsey	bryan@nvfirm.com
Charles Barnabi	cj@mcdonaldlawyers.com
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Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 12 day of April, 2019.


Employee of Simons Hall Johnston PC

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

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EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Plaintiff's Exhibit 59	3
2	Plaintiff's Exhibit 60	3

EXHIBIT 59

EXHIBIT 59



ORDR

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
*Attorneys for Sigmund Rogich, Individually and as
Trustee of The Rogich Family Irrevocable Trust
and Imitations, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

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

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

CONSOLIDATED WITH:

Case No. A-16-746239-C

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

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

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

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

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

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

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

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

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

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

DATED this 22 day of March, 2019.

Nancy J. AIF
DISTRICT COURT JUDGE

(S)

Submitted by:

FENNEMORE CRAIG, P.C.

By:

Samuel Lionel, Esq.

Brenoch Wirthlin, Esq.

300 S. Fourth Street, Suite 1400

Las Vegas, NV 89101

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

Approved as to Form and Content:

BAILEY ♦ KENNEDY

By:

Dennis Kennedy, Esq.

Joseph Liebman, Esq.

8984 Spanish Ridge Avenue

Las Vegas, NV 89148-1302

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

Approved as to Form and Content:

SIMONS HALL JOHNSTON PC

By:

Mark G. Simons, Esq.

6490 South McCarran Blvd., #F-46

Reno, NV 89509

*Attorneys for Plaintiff Nanyah Vegas,
LLC*

EXHIBIT 60

EXHIBIT 60

IN THE SUPREME COURT OF THE STATE OF NEVADA

NANYAH VEGAS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,
vs.
SIG ROGICH A/K/A SIGMUND
ROGICH AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; AND ELDORADO HILLS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

No. 66823

FILED

FEB 12 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court final judgment in a contract action. Eighth Judicial District Court, Clark County; Nancy L. Alf, Judge.

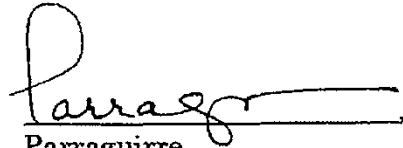
Appellant argues that the district court erred by granting summary judgment in favor of respondent Eldorado Hills, LLC, based on a finding that appellant's unjust enrichment claim was time-barred under the four-year statute of limitations. According to appellant, the statute of limitations did not begin to run until appellant became aware that it would not be repaid and that it owned no interest in Eldorado Hills. Having considered the parties' arguments and appendices, we conclude that the district court erred in granting summary judgment on statute-of-limitations grounds. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (holding that this court reviews summary judgments de novo and that summary judgment is only appropriate if the pleadings and


other evidence on file, viewed in the light most favorable to the nonmoving party, demonstrate that no genuine issue of material fact remains in dispute and that the moving party is entitled to judgment as a matter of law); *Oak Grove Inv'rs v. Bell & Gossett Co.*, 99 Nev. 616, 623, 668 P.2d 1075, 1079 (1983) (placing the burden of demonstrating the absence of a genuine issue of material fact as to when a party discovered or should have discovered the facts underlying a claim on the party seeking summary judgment on statute-of-limitations grounds), *disapproved on other grounds by Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).


Appellant's claim for unjust enrichment did not accrue until Eldorado Hills retained \$1.5 million under circumstances where it was inequitable for Eldorado Hills to do so. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev., Adv. Op. 35, 283 P.3d 250, 257 (2012) ("Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof"). As Eldorado Hills failed to demonstrate that no genuine issues of material fact remain regarding whether the limitations period on appellant's unjust enrichment claim commenced when Eldorado Hills received the \$1.5 million or at a later date when Eldorado Hills allegedly failed to issue a membership interest to appellant or to repay the money as a loan, the district court erred in granting summary judgment based on the expiration of the statute of limitation. *Oak Grove Inv'rs*, 99 Nev. at 623, 668 P.2d at 1079; *see* NRS 11.190(2)(c) (setting a four year

statute of limitation for "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing"). Accordingly, we

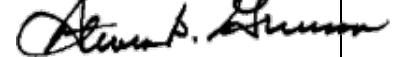
ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

 C.J.
Parraguirre

 J.
Douglas

 J.
Cherry

cc: Hon. Nancy L. Alf, District Judge
Ara H. Shirinian, Settlement Judge
McDonald Law Offices, PLLC
Fennemore Craig Jones Vargas/Las Vegas
Eighth District Court Clerk



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
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tfell@fclaw.com
bwirthlin@fclaw.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CARLOS A. HUERTA, an individual; **CASE NO.: A-13-686303-C**
CARLOS A. HUERTA as Trustee of THE **DEPT. NO.: XXVII**
ALEXANDER CHRISTOPHER TRUST, a
Trust established in Nevada as assignee of
interests of GO GLOBAL, INC., a Nevada
corporation; NANYAH VEGAS, LLC, A
Nevada limited liability company,

Plaintiffs,

v.

REQUEST FOR JUDICIAL NOTICE

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

Defendants.

1 **REQUEST FOR JUDICIAL NOTICE**

2 Defendants, Sigmund Rogich, individually (“Mr. Rogich”), and as Trustee of the Rogich
3 2004 Family Irrevocable Trust (the “Rogich Trust” and collectively with Mr. Rogich referred to as
4 the “Rogich Defendants”), and Imitations, LLC (“Imitations” and collectively with the Rogich
5 Defendants referred to as the “Defendants”), hereby request that the Court take judicial notice of
6 the following law pursuant to NRS 47.140(3) which provides as follows:

7 **NRS 47.140(3):** “The laws subject to judicial notices are...[a]ny other
8 statute of this State if brought to the attention of the court by its title and the day of
9 its passage.”

10 Pursuant to NRS 47.140(3), the Defendants request this Court take judicial notice of the
11 following Nevada statute: **NRS 163.120**, which is found in Chapter 163 of the Nevada Revised
12 Statutes, entitled Trusts and enacted in 1941 (Added by Laws 1941, c. 136, § 11. NRS amended
13 by Laws 1999, c. 467, § 492. Nev. Rev. Stat. Ann. § 163.120 (West)). NRS 163.120 provides as
14 follows:

15 **NRS 163.120 Claims based on certain contracts or obligations:**
16 **Assertion against trust; entry of judgment; notice; intervention; personal**
17 **liability of trustee; significance of use of certain terms.**

18 1. A claim based on a contract entered into by a trustee in the capacity of
19 representative, or on an obligation arising from ownership or control of trust
20 property, may be asserted against the trust by proceeding against the trustee in the
21 capacity of representative, whether or not the trustee is personally liable on the
22 claim.

23 2. A judgment may not be entered in favor of the plaintiff in the action unless
24 the plaintiff proves that within 30 days after filing the action, or within 30 days
25 after the filing of a report of an early case conference if one is required, whichever
26 is longer, or within such other time as the court may fix, and more than 30 days
27 before obtaining the judgment, the plaintiff notified each of the beneficiaries
28 known to the trustee who then had a present interest, or in the case of a charitable
trust, the Attorney General and any corporation which is a beneficiary or agency in
the performance of the charitable trust, of the existence and nature of the action.
The notice must be given by mailing copies to the beneficiaries at their last known
addresses. The trustee shall furnish the plaintiff a list of the beneficiaries to be
notified, and their addresses, within 10 days after written demand therefor, and
notification of the persons on the list constitutes compliance with the duty placed
on the plaintiff by this section. Any beneficiary, or in the case of charitable trusts
the Attorney General and any corporation which is a beneficiary or agency in the

1 performance of the charitable trust, may intervene in the action and contest the
2 right of the plaintiff to recover.

3 3. Except as otherwise provided in this chapter or in the contract, a trustee is
4 not personally liable on a contract properly entered into in the capacity of
5 representative in the course of administration of the trust unless the trustee fails to
6 reveal the representative capacity or identify the trust in the contract. The addition
of the word "trustee" or the words "as trustee" after the signature of a trustee to a
contract are prima facie evidence of an intent to exclude the trustee from personal
liability.

7 [11:136:1941; 1931 NCL § 7718.40] — (NRS A [1999, 2368](#))
8

9 DATED this 15th day of April, 2019.

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

11 /s/ Brenoch Wirthlin, Esq.

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

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

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

FENNEMORE CRAIG, P.C.

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Las Vegas, Nevada 89101

Attorneys for the Moving Defendants
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CERTIFICATE OF SERVICE

I hereby certify that a copy of **REQUEST FOR JUDICIAL NOTICE** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCF 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, April 15, 2019 as follows:

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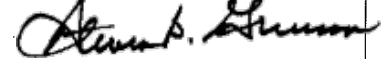
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Teld, LLC and Eldorado Hills, LLC*

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/s/ Morganne Westover

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

Plaintiff,

v.

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

PRETRIAL MEMORANDUM

Defendants.

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PRETRIAL MEMORANDUM

Defendants Sigmund Rogich (“Rogich”), individually and as Trustee of the Rogich Family Irrevocable Trust (“Rogich Trust”), and Imitations, LLC (“Imitations” and collectively with Rogich and the Rogich Trust referred to herein as the “Rogich Defendants”), hereby submit their pretrial memorandum pursuant to EDCR 2.67.

I. INTRODUCTION

A. The Rogich Defendants are entitled to judgment as Plaintiff has failed to comply with the mandatory requirements of NRS 163.120 and therefore cannot recover.

As set forth below, it cannot be disputed that Plaintiff failed to comply with NRS 163.120(2).

Under this statute, Plaintiff was required to serve notice of the existence and nature of the action against the Rogich Trust on all beneficiaries of the Rogich Trust in sufficient time for them to intervene and participate in the litigation. Because Plaintiff failed to comply with the requirements of NRS 163.120(2), “[a] judgment may not be entered in favor of the plaintiff” in this action. As such, the Rogich Trust is entitled to judgment as a matter of law pursuant to NRCP 50.

Further, pursuant to NRS 163.120(3), “a trustee is not personally liable on a contract properly entered into in the capacity of representative in the course of administration of the trust unless the trustee fails to reveal the representative capacity or identify the trust in the contract.” As set forth more fully herein, Rogich clearly stated his representative capacity and identified the Rogich Trust in all of the pertinent agreements. Accordingly, even if Plaintiff were determined to be a third-party beneficiary of the relevant agreements – which it was not – Rogich could not individually be personally liable for any of Plaintiff’s remaining claims. Accordingly, Rogich is entitled to judgment as a matter of law pursuant to NRS 163.120(3) as it is undisputed and indisputable that all relevant agreements at issue clearly identify the Rogich Trust and Rogich’s representative capacity.

The only remaining claim against any of the Rogich Defendants is against Imitations alleging

1 civil conspiracy. This is based on Plaintiff's unsupported assertion that the Defendants conspired to
2 breach agreements of which Plaintiff claims to be a third-party beneficiary. However, because the
3 Plaintiff's claim for breach of contract cannot be sustained, as set forth above, the Plaintiff's dubious
4 claim for conspiracy to breach has been waived as it relates solely to Plaintiff purportedly being
5 deprived of "its expectations and financial benefits in being a member of Eldorado." See
6 Complaint at ¶ 121. Plaintiff has elected to waive its claim to a purported membership interest in
7 Eldorado Hills, LLC ("Eldorado"). See Plaintiff's Motion to Extend the dispositive Motion Deadline
8 and Motion for Summary Judgment ("Plaintiff's MSJ") attached hereto as **Exhibit 1** (without
9 exhibits), at p. 3, note 1. Accordingly, because Plaintiff has abandoned the only alleged ground for
10 relief upon which it based its conspiracy claim against Imitations, Imitations is entitled to judgment
11 on Plaintiff's sixth claim for relief.
12

13 **II. BRIEF STATEMENT OF THE FACTS.**

14 Plaintiff Nanyah Vegas, LLC ("Nanyah" or "Plaintiff") contends that it invested \$1,500,000
15 into defendant Eldorado Hills, LLC ("Eldorado"). Nanyah further alleges that Eldorado and the
16 Rogich Defendants agreed to repay Nanyah its \$1,500,000 or to provide it an equity interest in
17 Eldorado. Defendants contend that Nanyah's funds were invested, if at all, in an entity owned and
18 controlled by Carlos Huerta ("Huerta") known as Canamex Nevada, LLC ("Canamex"). In addition,
19 the Rogich Defendants' assert that all of Plaintiff's alleged claims are barred by the applicable
20 statutes of limitation, as well as other defenses.
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1 **II. CLAIMS.¹**

- 2 **1. First Claim for Relief. Breach of Contract-Rogich Trust, Sigmund Rogich.**
- 3 **2. Second Claim for Relief. Breach of the implied Covenant of Good Faith**
- 4 **and Fair Dealing, Contractual – Rogich Trust, Sigmund Rogich.**
- 5 **3. Third Claim for Relief. Breach of the Implied Covenant of Good Faith and**
- 6 **Fair Dealing, Tortious-Rogich Trust, Sigmund Rogich.**
- 7 4. Fourth Claim for Relief. Intentional Interference with Contract –
- 8 withdrawn.
- 9 5. Fifth Claim for Relief. Constructive Trust – The Eliades Trust: dismissed.
- 10 **6. Sixth Claim for Relief. Conspiracy – Rogich Trust, Sigmund Rogich,**
- 11 **Imitations and Eldorado.**
- 12 7. Seventh Claim for Relief. Fraudulent Transfer – NRS 112.180(1)(b):
- 13 dismissed.
- 14 **8. Eighth Claim for Relief. Declaratory Relief.**
- 15 **9. Ninth Claim for Relief. Specific Performance.**
- 16 10. Unjust Enrichment – Eldorado: Consolidated Action 4th Claim.

17 **III. AFFIRMATIVE DEFENSES.**

18 The affirmative defenses asserted by the Rogich Defendants and Eldorado are as follows:

- 19 1. The Complaint fails to state a claim against any of the Defendants.
- 20 2. Plaintiff's purported claims are barred by applicable statutes of limitations.
- 21 3. Plaintiff's purported claims are barred by the doctrine of waiver.
- 22 4. Plaintiff's purported claims are barred by the doctrine of estoppel.
- 23 5. Plaintiff's purported claims are barred by the doctrine of claim preclusion.
- 24 6. Defendants have always acted in good faith and fairly.
- 25 7. The alleged Membership Agreements are null and void and of no effect.
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¹ Only those claims in bold remain.

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

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

IV. CLAIMS AND DEFENSES TO BE ABANDONED.

A. Plaintiff's claims to be abandoned: None at this time.

B. Rogich Defendants' defenses to be abandoned: None at this time.

V. EXHIBITS.

Attached hereto as **Exhibit 2** is the Rogich Defendants' list of trial exhibits and objections to the other parties' pretrial disclosures.

VI. AGREEMENTS AS TO THE LIMITATION OR EXCLUSION OF EVIDENCE.

There are no agreements limiting or excluding evidence.

VII. LIST OF TRIAL WITNESSES.

1. Witnesses identified by the parties:

a. Mr. Yoav Harlap

b. Mr. Carlos Huerta

c. Mr. Sigmund Rogich

d. Mr. Peter Eliades

e. Ms. Dorothy Elides

f. Ms. Melissa Olivas

g. Mr. Ken Woloson

h. Ms. Summer Rellamas

i. Mr. Craig Dunlap

2. Witnesses subpoenaed by the Rogich Defendants.

a. Carlos Huerta (service in process).

///

1 **3. Witnesses who may testify if needed:**

2 Unknown at this time.

3 **4. Witnesses whose testimony is expected to be presented by deposition.**

4 Unknown at this time.

5
6 **VIII. STATEMENT OF PRINCIPAL ISSUES OF LAW.**

7 **A. The Rogich Defendants are entitled to judgment as Plaintiff has failed to comply**
8 **with the mandatory requirements of NRS 163.120.**

9 NRS 163.120 provides in relevant part as follows:

10 1. A claim based on a contract entered into by a trustee in the capacity of
11 representative, or on an obligation arising from ownership or control of trust
12 property, may be asserted against the trust by proceeding against the trustee in the
 capacity of representative, whether or not the trustee is personally liable on the claim.

13 2. A judgment may not be entered in favor of the plaintiff in the action unless
14 the plaintiff proves that within 30 days after filing the action, or within 30 days
15 after the filing of a report of an early case conference if one is required,
16 whichever is longer, or within such other time as the court may fix, and more
17 than 30 days before obtaining the judgment, the plaintiff notified each of the
18 beneficiaries known to the trustee who then had a present interest...of the existence
19 and nature of the action. The notice must be given by mailing copies to the
20 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a list
 of the beneficiaries to be notified, and their addresses, within 10 days after written
 demand therefor, and notification of the persons on the list constitutes compliance
 with the duty placed on the plaintiff by this section. Any beneficiary...may
 intervene in the action and contest the right of the plaintiff to recover.

21 3. Except as otherwise provided in this chapter or in the contract, a trustee is not
22 personally liable on a contract properly entered into in the capacity of
23 representative in the course of administration of the trust unless the trustee fails
24 to reveal the representative capacity or identify the trust in the contract. The addition
25 of the word "trustee" or the words "as trustee" after the signature of a trustee to a
 contract are prima facie evidence of an intent to exclude the trustee from personal
 liability.

26 *See* NRS 163.120 (emphasis added). As set forth below, because Plaintiff has failed to comply with
27 NRS 163.120(2) Plaintiff cannot recover against the Rogich Trust. Further, Plaintiff's purported
28 claims against Mr. Rogich, individually, violate NRS 163.120(3), and therefore Mr. Rogich is also

1 entitled to judgment. Finally, the only remaining claim against the Rogich Defendants is a claim for
2 civil conspiracy against Imitations. Because this claim has been abandoned and waived by the
3 Plaintiff, Plaintiff is entitled to judgment as a matter of law on this claim as well.

4 **1. Plaintiff has failed to comply with NRS 163.120(2) and therefore**
5 **judgment as a matter of law must be entered in favor of the Rogich**
6 **Trust.**

7 Plaintiff cannot recover against the Rogich Trust in this action. Because Plaintiff failed to
8 comply with the requirements of NRS 163.120(2), **“[a] judgment may not be entered in favor of**
9 **the plaintiff”** in this action on its claims against the Rogich Trust. This statute requires that Plaintiff
10 serve notice of the nature and action of this matter on all beneficiaries of the Rogich Trust shortly
11 after the action is filed or the JCCR submitted and at least 30 days before judgment in this matter
12 which will be at the conclusion of the trial – April 26, 2019. The purpose of this statute is to permit
13 the beneficiaries to “intervene in the action and contest the right of the plaintiff to recover.” *See id.*;
14 *see also Branch Banking & Tr. Co. v. Smoke Ranch Dev., LLC*, No. 2:12-CV-00453-APG-NJ, 2014
15 WL 4796939, at *15 (D. Nev. Sept. 26, 2014), *aff’d sub nom. Branch Banking & Tr. Co. v. D.M.S.I.,*
16 *LLC*, 871 F.3d 751 (9th Cir. 2017) (“The statute is clearly designed to afford notice to the present
17 beneficiaries of a trust so they can determine whether they should intervene in the lawsuit to protect
18 their interests in the trust property.”). Despite over five (5) years of litigation against the Rogich
19 Trust, Plaintiff failed to provide any notice to the trust beneficiaries as required by this rule. In fact,
20 it was not until the Rogich Defendants served their request for judicial notice on April 15, 2019 –
21 requesting that the Court take judicial notice of NRS 163.120 – that Plaintiff even made an untimely
22 request for the names and addresses of the beneficiaries. *See Exhibit 3*, letter from Plaintiff’s
23 counsel. Not only has Plaintiff utterly failed to comply with NRS 163.120, but Plaintiff’s request
24 itself constitutes an admission that the statute is directly applicable to this case and without strict
25 compliance, Plaintiff cannot recover against the Rogich Trust. Undeniably, even if Plaintiff could
26 somehow provide notice to the beneficiaries 30 days prior to the conclusion of this matter – which it
27 cannot as trial in this matter will end April 26, 2019 – the beneficiaries have already been irreparably
28 harmed by Plaintiff’s failure to comply with the statute, including in failing to have any participation
whatsoever in discovery, motion practice, or other involvement in this matter. Plaintiff’s violation of

1 NRS 163.120(2) has denied the beneficiaries their right to “contest the right of the plaintiff to
2 recover” and accordingly, “[a] judgment may not be entered in favor of [Plaintiff Nanyah] in [this]
3 action”.

4 **2. Plaintiff’s claim against Rogich individually is barred by NRS**
5 **163.120(3).**

6 In addition, as a matter of law Plaintiff cannot maintain its claims against Rogich individually
7 pursuant to NRS 163.130(3), which provides that “**a trustee is not personally liable on a contract**
8 **properly entered into in the capacity of representative in the course of administration of the**
9 **trust** unless the trustee fails to reveal the representative capacity or identify the trust in the contract.”

10 Accordingly, as there is no dispute Mr. Rogich identified his capacity as representative of the
11 Rogich Trust in each of the agreements at issue in this matter, even if Plaintiff were a third-party
12 beneficiary of any of those agreements – which it is not – Mr. Rogich could not be held personally
13 liable under the subject Agreements.

14 With the exception of the Flangas and Teld Membership Interest Purchase Agreements, Mr.
15 Rogich indisputably signed all other agreements at issue in this matter to which the Rogich Trust was
16 a party on behalf of the Trust only, clearly identifying his representative capacity and the identify of
17 the Trust. Both the Trust and Mr. Rogich signed the Flangas and Teld Agreements, **Exhibits 4 and**
18 **5** hereto, respectively, on behalf of the Trust and individually. There is no dispute that the
19 introduction of each of those agreements (virtually identical other than the respective buyer being
20 either Teld, LLC, or the Flangas trust) provide that Mr. Rogich signs it individually “with respect to
21 [his] individual limited agreements hereinafter set forth”. See Exhibits 4 and 5, at p. 1.

22 Further, it is undisputed and cannot be disputed that the only provisions of the Teld and
23 Flangas agreements containing any promise by Mr. Rogich (referred to in the agreements as “Sig”) is

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1 sections 8(a) and (b) which provide as follows:

2 a. By execution of this Agreement, Seller, Sig and Carlos each consent
3 to the foregoing sale of the Membership Interest to Buyer, and further consent to the
4 Company's issuance of an additional one-sixth (1/6th) ownership interest in the
5 Company pursuant to the Subscription Agreement.

6 b. Sig and Albert agree to request of the Lender that the outstanding
7 guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that
8 Buyer and/or Albert individually, along with Sig (who already is a guarantor of the
9 Existing Loan) shall become guarantors in lieu of Carlos. If such request is not
10 granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless
11 from and against his obligations pursuant to the Carlos Guaranty.

12 *See id.*, at p.12, ¶ 8(a), (b). These are the only provisions even mentioning Mr. Rogich individually
13 in any of the agreements at issue, and it cannot be disputed that the only applicable language deals
14 merely with consent to the transaction and an unrelated agreement to indemnify Mr. Huerta (referred
15 to as Carlos) regarding a separate loan Mr. Huerta had guaranteed.

16 Speaking on the distinction between individual capacity and trustee/representative capacity,
17 the Nevada Supreme Court issued the following opinion:

18 At common law, a trustee was not a juristic entity that could sue or be sued; thus, a
19 trustee was individually liable for injuries to third parties. Modernly, however, a
20 person's representative capacity is distinguished from her individual capacity, and
21 the differing "capacities are generally treated as ... two different legal personages."
22 The Nevada Legislature has recognized this distinction in NRS 163.140(4), which
23 provides that a trustee may be held personally liable for a tort only if the trustee is
24 personally at fault. *See also* NRS 163.120(3) (providing that a trustee is generally
25 not personally liable on a contract entered into in a representative capacity). **Thus,**
26 **Rhonda, in her individual capacity, is a distinct legal person and is a stranger**
27 **to Rhonda in her representative capacity as a trustee of the Mona Family**
28 **Trust.**

29 *Mona v. Eighth Judicial District Court of State in and for County of Clark*, 380 P.3d 836, 842
(2016) (Emphasis Added).

30 Based upon the *Mona* case, and the indisputable this Court must find that Mr. Rogich, in his
31 individual capacity, is a distinct legal person and is a stranger to Mr. Rogich in his representative
32 capacity as trustee of The Rogich Family Irrevocable Trust. Because Mr. Rogich correctly identified
33 his representative capacity regarding the Trust, and the identity of the Trust, and because Mr. Rogich

1 as an individual **only** agreed to certain portions of the Flangas and Teld Agreements that do not
2 relate in any way to Nanyah or its claims brought in this lawsuit, Mr. Rogich individually is entitled
3 to judgment as a matter of law on all remaining claims in his individual capacity pursuant to NRS
4 163.120(3).

5 **3. Plaintiff has waived its only claim against Imitations and judgment must**
6 **be granted.**

7 Plaintiff's sixth claim for relief is for "conspiracy" against "all defendants". However, for the
8 reasons noted above, Plaintiff cannot prevail against the Rogich Trust or Mr. Rogich individually on
9 this or any other of its claims. Further, the conspiracy claim is based on Plaintiff's unsupported
10 assertion that the Defendants conspired to breach agreements of which Plaintiff claims to be a third-
11 party beneficiary. Further, Plaintiff's sixth claim states that it is only based on defendants' intent to
12 accomplish an unlawful objective in – according to the complaint – "deceiving and depriving
13 Nanyah from its expectations and financial benefits **in being a member of Eldorado.**" See
14 Complaint at ¶ 121, attached as **Exhibit 6** hereto for the Court's convenience. Nowhere in its sixth
15 claim does Plaintiff assert it has been damaged by the purported conspiracy by failing to receive
16 payment of the allegedly owed \$1,500,000, only that it has been deprived of its purported interest in
17 Eldorado. However, Plaintiff has waived and abandoned this aspect of its claim, i.e., it's purported
18 claim to an equity interest in Eldorado. In Plaintiff's MSJ it expressly and unequivocally abandons
19 any claim for purported damages as a result of not receiving an equity interest in Eldorado. Plaintiff
20 expressly states:
21
22

23 Nanyah was entitled to repayment of its \$1.5 million investment and/or the issuance
24 of a membership interest in Eldorado equal to that investment. **Nanyah has elected**
25 **to recover the repayment of its \$1.5 million investment.**

26 See Plaintiff's MSJ, page 3, note 1 (emphasis added).

27 Accordingly, because Plaintiff has abandoned the only alleged ground for relief upon which it
28 based its conspiracy claim against Imitations, Imitations is entitled to judgment on Plaintiff's sixth

1 claim for relief.

2
3 **B. First Claim for Relief. Breach of Contract-Rogich Trust, Sigmund Rogich**

4 The elements of a claim for breach of contract claim are as follows:

- 5 1. Formation of a valid contract;
- 6 2. Performance or excuse of performance by the plaintiff;
- 7 3. Material breach by the defendant; and
- 8 4. Damages.

9
10 A statute of limitations prohibits a suit “after a period of time that follows the accrual of the
11 cause of action.” *FDIC v. Rhodes*, 130 Nev. Adv. Op. 88, 336 P.3d 961, 965 (2014). Such
12 limitation period is meant to provide a concrete time frame within which a plaintiff must file a law
13 suit and after which a defendant is afforded a level of security. *City of Fernley v. State, Dep’t of Tax*,
14 132 Nev. Adv. Op. 4, 336 P.3d 699, 706 (2016); *Winn v. Sunrise Hosp. & Medical Center*, 128 Nev.
15 246, 256, 277 P.3d 458, 465 (2012). The limitation period on a claim based upon a written contract
16 is six years. *See* NRS 11.190(1).
17

18 In determining whether a statute of limitations has run against an action, the time must be
19 computed from the day the claim accrued. NRS 11.010; *Dredge Corporation v. Wells Cargo, Inc.*,
20 80 Nev. 99, 102, 389 P.2d 394, 396 (1964). A claim accrues when a suit may be maintained thereon.
21 *State ex rel. Dept. of Transp. v. Public Employees’ Retirement System of Nevada*, 120 Nev. 19, 22,
22 83 P.3d 815, 817 (2004); *Clark v. Robison*, 113 Nev. 949, 951, 944 P.2d 788, 789 (1977). Nanyah’s
23 present action cannot be maintained. It could have been maintained in 2008 after the date of the
24 Purchase Agreement – October 30, 2008, and any of Nanyah’s present claims could have been
25 maintained thereafter.
26

27 All of Nanyah’s purported claims against the Rogich Defendants allegedly arise from the
28 Purchase Agreement, Teld Agreement, or the Flangas Agreement. Further, Harlap, at his deposition,

1 contended that the Purchase Agreement show his interest in Eldorado:

2
3 “A. My interest in Eldorado Hills, as also mentioned in Exhibit 2...sees me as a
4 potential claimant the way it is referred to in that paper, specific paper.”

5 **Exhibit 7**, at 87:6-9.

6 “A. I can explain it as per Exhibit 2. Exhibit 2 says that I am a potential claimant, and
7 as far as I understand, even that agreement alone states my interest—Nanyah’s
8 ownership interest.”

9 Exhibit 7, at 163:12-15.

10 Nanyah alleges that in entering into the Purchase Agreement (**Exhibit 8 hereto**), the Rogich
11 Trust agreed in Exhibit A – Potential Claimants to be fully responsible for repaying Nanyah’s
12 investment in Eldorado, and confirming Nanyah’s membership interest in Eldorado. Complaint at
13 Para. 25, 26. Nanyah also alleged that “as of approximately the end of 2008” the Rogich Trust was
14 subject to Nanyah’s interest claim and/or investment.” Complaint at Para. 68.

15 However, in *Soper v. Means*, 111 Nev. 1290, 1295, 903 P.2d 222, 224 (1995), in 1975,
16 plaintiff had a loosely prepared agreement to form a corporation and build a mobile home park on
17 Soper’s land. No time for performance was specified and there were numerous disagreements.
18 Soper did not supply electricity as he promised, nor did he transfer the land. Their last conversation
19 was in 1977. Means sued Soper nine years later, on January 28, 1986, to recover what he had spent
20 in doing the work on the project. The jury found for Means, but the court reversed on the ground
21 that the six year contract statute of limitations had run because Mean’s cause of action accrued when
22 he unilaterally closed out a corporate bank account on January 2, 1980.
23

24 Nanyah admits it knew in 2008, based on “vivid” recollection of communications with
25 Huerta and the documents it reviewed, that any claim it purportedly had against any of the Rogich
26
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1 Defendants had accrued. *See* Harlap Deposition, Exhibit 7 hereto, at 17:6-7, 18:1-23.² Just as
2 Means did not sue Soper for approximately nine years after their last conversation, Nanyah did not
3 sue for more than eight years after Exhibit 2 was executed. There is nothing alleged in Nanyah's
4 Complaint based on conduct or events after October 30, 2008 with the exception of the 2012
5 Membership Interest Assignment Agreement – which – as noted above, only forms the basis of
6 Plaintiff's waived conspiracy claim. During that 2008 time period, Nanyah knew that Rogich Trust
7 did not repay the investment or confirm its membership in Eldorado. As in *Soper*, the statute of
8 limitations was running.
9

10 Nanyah was shown only as a "Potential Claimant" in the exhibit to the Purchase Agreement,
11 dated October 30, 2008. *See* Exhibit 8. Being a 'Potential Claimant' on that date fully supports
12 October 30, 2008 as the accrual date for Nanyah's claims. Furthermore, because of Nanyah's being a
13 Potential Claimant, he had facts, as of October 30, 2008, that "would lead an ordinary prudent person
14

15
16 2

17 "Q. Let the record show the witness is looking at Exhibit 2."

18

18 "Q. That is a 2008 document. Did you see it in 2008?

19 A. I do not know.

19 Q. You don't know. You don't know or you don't remember?

20 A. I don't remember.

20 Q. But you don't know?

21 A. I might have.

21 Q. You might have. Okay.

22 A. **I might have, because I do remember vividly that Carlos have explained to**
23 **me, if I'm not mistaken, over the phone, that my rights in the Eldorado Hills**
24 **are secured and that the buyer of Eldorado Hills from him has taken the**
25 **commitment to pay me or register my rights to pay me back my investment**
26 **in Eldorado Hills.**

25 Q. When did Carlos tell you that?

26 A. This was at the time when he explained to me that he has his own issues. He
27 had to sell and that my rights remained there. But this is many years ago, so it's
28 the best of my recollection from, you know, the telephone conversation that was
going on."

Emphasis added.

1 to investigate the matter further.” It had “inquiry notice” which was also the accrual date. Such facts
2 do not need to pertain to precise legal theories Nanyah would ultimately pursue. *Winn v. Sunrise*
3 *Hosp. & Medical Center*, 128 Nev. 246, 252, 277 P.3d 458, 462 (2012); *Massey v. Litton*, 99 Nev.
4 723, 728, 669 P.2d 248, 251 (1983). In *Beazer Homes Nevada, Inc. v. Eighth Judicial Dist. Court ex*
5 *rel. County of Clark*, 120 Nev. 575, 585, 97 P.3d 1132, 1138 (2004), the Court recognized that a
6 cause of action accrued and the statute of limitations began to run when a litigant discovers, or
7 reasonably should have discovered, facts giving rise to an action. *Peterson v. Bruen*, 106 Nev. 271,
8 274, 792 P.2d 18, 20 (1990); *Bemis v. Estate of Bemis*, 114 Nev. 1021, 1025, 967 P.2d 437, 440
9 (1998). Clearly Harlap recognized he had accrued claims. He testified he had potential claims
10 against “Sig Rogich, his family foundation, to the best of my understanding, Teld, which is Eliades
11 and any other person or entity...that is mentioned in my claim.” Exhibit 7, at 83:19-25.
12

13
14 Further, the language at issue relied upon by the Plaintiff is both unintelligible and
15 unenforceable. Paragraph 4 (vi) of the Purchase Agreement, dated October 30, 2008, provides in
16 part as follows:

17 “The representations, warranties and covenants of Seller contained in the
18 Agreement shall survive the Closing hereof and shall continue in full force
19 and effect. Seller, however, will not be responsible to pay the Exhibit A
20 Claimants their percentage or debt. This will be Buyer’s obligation, moving
forward.”

21 The October 5, 2018 Order provides “the October 30, 2008 Purchase Agreement States at
22 Section 4 the following:”

23 “Seller [Go Global], however, will not be responsible to pay the Exhibit A
24 Claimants their percentage or debt. This will be Buyer’s [the Rogich
Trust’s] obligation....Order, 5 ii .33

25 Thus, the Order, based on what the Purchase Agreement states, provides that it is Buyer’s
26 obligation to pay the Exhibit A Claimants their “percentage or debt.”
27

28

3The ellipses are the end of the Order. They do not represent omitted words or phrases in the Order.

1 Those words are vague, uncertain and indefinite. What is their percentage? Percentage of
2 what? Who are percentage participants? How is the percentage determined? What is the “debt”?
3 Does it bear interest? At what rate? When is it payable? What is its maturity?

4 In *Grisham v. Grisham*, 128 Nev. 679, 689 (2012) the Supreme Court ruled that “a valid
5 contract cannot exist when material terms are lacking or are insufficiently certain or definite.”

6 In *Joseph Martin Delicatessen v. Schumacher*, 417 N.E. 2d 541 (1981) the New York Court
7 of Appeals ruled as follows:

8 Before the power of law can be invoked to enforce a promise, it must
9 be sufficiently certain and specific so that what was promised can be
10 ascertained. Otherwise a court in intervening, would be imposing its own
11 conception of what the parties should or might have undertaken, rather than
12 confining itself to the implementation of a bargain to which they have
13 mutually committed themselves. Thus, definiteness as to material matters is
of the very essence in contract law. Impenetrable vagueness and uncertainty
will not do (1 Corbin, Contracts, § 95, p. 394; 6 Encyclopedia of New York
Law, Contracts, § 301; Restatement, Contracts 2d, § 32, Comment a).

14 “A court cannot enforce a contract unless it can determine what it is.
15 It is not enough, that the parties think that they have made a contract. They
16 must have expressed their intentions in a manner that is capable of being
17 understood. It is not even enough that they have actually agreed, if their
expressions, when interpreted in the light of accompanying factors and
18 circumstances, are not such that the court can determine what the terms of the
agreement are. Vagueness of expression, indefiniteness and uncertainty as to
19 any of the essential terms of an agreement, have often been held to prevent
the creation of an enforceable contract. Laseter v. Pet Dairy Products Co., 246
20 F. 2d 747 (4th Cir. 957).

21 The Court cannot write a contract for the parties. When the parties
22 have not, expressly or by implication, agreed upon essential terms of a
contract, the Court cannot supply them. As Professor Williston says:

23 ‘It is a necessary requirement in the nature of things than an
24 agreement in order to be binding must be sufficiently definite to enable a
court to give it an exact meaning.’ 1 Williston on Contracts, Revised Edition,
25 §37, page 98.

26 How could a judge possibly determine the meaning of percentage or debt? The provision
27 for its payment is unenforceable.
28

1
2 2. **Second Claim for Relief. Breach of the implied Covenant of Good Faith**
3 **and Fair Dealing, Contractual – Rogich Trust, Sigmund Rogich.**

4 Nanyah’s Second Claim is an alleged breach of the covenant of good faith and fair dealing
5 arising from the agreements alleged in the First Claim. The alleged breaches are the same as those
6 alleged in the First Claim. The applicable statute of limitations is NRS 11.220 which requires an
7 action to be commenced within 4 years of its accrual. Nanyah’s Second Claim was brought 4 years
8 after its accrual and is therefore also subject to a statute of limitations defense.

9
10 3. **Third Claim for Relief. Breach of the Implied Covenant of Good Faith and**
11 **Fair Dealing, Tortious-Rogich Trust, Sigmund Rogich.**

12 Nanyah’s Third Claim is a tortious version of its Second Claim. Like the Second Claim, the
13 4 year limitation applies and the Claim is barred by NRS 11.220 because it was filed more than 4
14 years after its accrual and should be dismissed.

15 Furthermore, in *Insurance Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 461, 134
16 P.3d 698, 702 (2006), the Supreme Court stated:

17
18 “Although every contract contains an implied covenant of good faith and
19 fair dealing, an action in tort for breach of the covenant arises only ‘in rare
20 and exceptional cases’ when there is a special relationship between the
21 victim and tortfeasor. A special relationship is ‘characterized by elements
22 of public interest, adhesion and fiduciary responsibility.’”

23 In *Great American Ins. Co. v. General Builders, Inc.*, 113 Nev. 346, 354, 934 P.2d 257, 283
24 (1997), the Court held that “the tort action for breach of an implied covenant of good faith and fair
25 dealing requires a special element of reliance or fiduciary duty, *A. C. Shaw Const., Inc. v. Washoe*
26 *County*, 105 Nev. 913, 915, 784 P.2d 9, 10 (1989) and is limited to ‘rare and exceptional cases,’” *K*
27 *Mart Corp. v. Ponsock*, 103 Nev. 39, 49, 732 P.2d 1364, 1370 (1987).

28 Nanyah is aware of those holdings and has alleged that “These defendant’s shared a special,

1 fiduciary and/or confidential relationship with Nanyah.” Complaint at Para. 103. However, Mr.
2 Harlap testified that he did know the defendants and had nothing to do with them. Exhibit 7 hereto
3 at 141:13-142:13.

4 Thus, because this is not an exceptional case and because Nanyah did not have the requisite
5 special relationship, Nanyah’s Third Claim should be dismissed.
6

7
8 4. **Fourth Claim for Relief. Intentional Interference with Contract –**
9 **withdrawn.**

10 5. **Fifth Claim for Relief. Constructive Trust – The Eliades Trust: dismissed.**

11 6. **Sixth Claim for Relief. Conspiracy – Rogich Trust, Sigmund Rogich,**
12 **Imitations and Eldorado.**

13 Nanyah’s Sixth Claim against all Defendants is labelled “conspiracy.” It alleges that
14 “Defendants, by acting in concert, intended to accomplish an unlawful objective in deceiving and
15 depriving Nanyah from its expectations and financial benefits in being a member of Eldorado”
16 (Emphasis added) Complaint at Para. 121. There is no statute of limitations for acting in concert
17 and the four year statute for actions not provided for, NRS 11.220 is applicable.

18 Further, both the tort of concert of action and civil conspiracy require a plaintiff to prove an
19 agreement between the tortfeasors showing their intent to accomplish an unlawful objective for the
20 purpose of harming Nanyah. *Id.* at 1489, *Eikelberger v. Tolotti*, 96 Nev. 525, 528, 611 P.2d 1086,
21 1088 (1980). Acting in concert requires that the conduct of each tort feator be in itself, tortious.
22 *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 1489, 970 P.2d 98, 112 (1998). “Parties are acting in
23 concert when they act in accordance with an agreement to act in a particular line of conduct or to
24 accomplish a particular result. The agreement need not be expressed in words and may be implied
25 and understood to exist from the conduct itself. Whenever two or more persons commit tortious acts
26 in concert, each becomes subject to liability for the acts of each other, as well as for his own acts.”
27
28

1 Restatement (Second) of Torts §876 (1979). An actionable conspiracy consists of a combination of
2 two or more persons who, by some concerted action, intend to accomplish an unlawful objective for
3 the purpose of harming another, and damage results from the act or acts. *Hilton Hotels Corp. v.*
4 *Butch Lewis Prods., Inc.*, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993). There is no evidence
5 that the Defendants agreed to accomplish an unlawful object. Accordingly, there is no tort of
6 concerted action and the Sixth Claim should be dismissed.
7

8 Further, as noted above, Plaintiff's conspiracy claim is based on an alleged deprivation of its
9 purported right to an equity interest in Eldorado. Plaintiff has now waived and abandoned that claim.

10 Even if it had not, Plaintiff admits in its MSJ that – at least in its mind – “Nanyah was entitled to
11 repayment of its \$1.5 million investment and/or the issuance of a membership interest in Eldorado
12 equal to that investment.” *See* Plaintiff's MSJ, page 3, note 1 (emphasis added). Thus, even if the
13 2012 Membership Interest Assignment Agreement prevented the Rogich Trust from providing an
14 equity interest to Plaintiff in Eldorado (assuming it was entitled to any, which it was not), **nothing**
15 **about that agreement prevented the Rogich Trust from paying \$1,500,000** (if in fact it was
16 owed). Thus, the ability of the Rogich Trust to comply with what Plaintiff purports was its
17 obligation pursuant to the Plaintiff's purported status as a third-party beneficiary negates the required
18 element of the claim. As noted above, “[a]n actionable civil conspiracy ‘consists of a combination of
19 two or more persons who, by some concerted action, intend to accomplish an unlawful objective for
20 the purpose of harming another, **and damage results from the act or acts.**’ ” *Consol. Generator-*
21 *Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998). If the
22 Rogich Trust could have – and theoretically still could – pay Plaintiff the \$1,500,000 it alleges it is
23 owed, then no damage has resulted from the purported conspiracy, and the Rogich Defendants are
24 entitled to judgment.
25
26
27

28 ///

1 7. **Seventh Claim for Relief. Fraudulent Transfer – NRS 112.180(1)(b):**
2 **dismissed.**

3 8. **Eighth Claim for Relief. Declaratory Relief: Pending election.**

4 Federal and state courts in Nevada have confirmed many times, including very recently the
5 Nevada Court of Appeals, that a request for “declaratory relief” is a remedy, not an independent
6 cause of action:

7 Pickett's complaint included a fourth claim titled “attorney fees,” but that's not an
8 independent cause of action. A “cause of action” has been defined as the “fact or
9 facts which establish or give rise to a right of action, the existence of which affords a
10 party a right to judicial relief.” *See Meech v. Hillhaven West Inc.*, 776 P.2d 488, 497
11 (Mont. 1989) (*quoting State v. Preston*, 181 N.E.2d 31, 36 (Ohio 1962)). A request
12 for an award of attorney fees is merely a prayer for an additional form of relief arising
13 from the same underlying facts associated with Pickett's other claims, and is not itself
14 an independent claim. *See Velazquez v. Mortg. Elec. Registration Sys.*, 2011 WL
15 1599595, at *3 (D. Nev. Apr. 27, 2011) (holding that a request for one particular
16 remedy such as “declaratory relief is not a separate substantive claim for relief”) (unpublished); *Josephson v. EMC Mortgage Corp.*, 2010 WL 4810715 (D. Nev. Nov.
17 19, 2010) (noting that a particular “form of relief ... is not intended to furnish the
18 Plaintiffs with a second cause of action for the determination of identical issues”) (internal quotation marks omitted); *Stock West Inc. v. Confederated Tribes of Coville*
19 *Reservations*, 873 F.2d 1221, 1225 (9th Cir. 1989) (noting that request for an
20 additional form of relief is not a substantive cause of action).

21 *Pickett v. McCarran Mansion, LLC*, No. 70127, 2017 WL 3526269, at *5 (Nev. App. Aug. 8, 2017);
22 *Stock West Inc. v. Confederated Tribes of Coville Reservations*, 873 F.2d 1221, 1225 (9th Cir. 1989);
23 *see also Lily Touchstone, LLC v. Nat'l Default Servicing Corp.*, No. 216CV2559JCMPAL, 2017 WL
24 1383445, at *3 (D. Nev. Apr. 12, 2017):

25 A claim for declaratory relief is a remedy, not a cause of action. *See Stock West, Inc.*
26 *v. Confederated Tribes of the Colville Reservation*, 873 F.2d 1221, 1225 (9th Cir.
27 1989). The declaratory relief remedy derives from the substantive claims for relief.
28 *Roberts v. McCarthy*, No. 2:11–CV–00080–KJD, 2011 WL 1363811, at *4 (D. Nev.
Apr. 11, 2011). Accordingly, claim two will be dismissed without prejudice.

Accordingly, this purported claim should be dismissed.

9. **Ninth Claim for Relief. Specific Performance: Pending election.**

Similarly, specific performance is an equitable contractual remedy, not an independent cause

of action. *See Carcione v. Clark*, 96 Nev. 808, 811, 618 P.2d 346, 348 (1980) (“Specific performance is available when the terms of the contract are definite and certain, *Dodge Bros., Inc. v. Williams Estate Co.*, 52 Nev. 364, 287 P.2d 282 (1930), the remedy at law is inadequate, *Harmon v. Tanner Motor Tours*, 79 Nev. 4, 377 P.2d 622 (1963), the plaintiff has tendered performance, *Southern Pacific Co. v. Miller*, 39 Nev. 169, 154 P. 929 (1916), and the court is willing to order it.”).

This purported claim should be dismissed as well.

10. **Breach of Implied in Fact Contract: Eldorado: briefed in motions for summary judgment and subject to motion in limine practice.**

11. **Unjust Enrichment – Eldorado: Consolidated Action 4th Claim.**

This claim is not asserted against the Rogich Defendants.

IX. ESTIMATED TIME FOR TRIAL.

The jury trial has been scheduled to take place during the week of April 22-26, 2019.

X. ANY OTHER MATTER WHICH COUNSEL DESIRES TO BRING TO THE ATTENTION OF THE COURT PRIOR TO TRIAL.

None at this time.

XI. IDENTIFICATION OF THE COURT’S ORDERS ON THE PARTIES MOTIONS IN LIMINE AND MOTIONS FOR SUMMARY JUDGMENT.

A. Motions in Limine.

1. Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member – **DENIED**
2. Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding That Nanyah Vegas, LLC Invested \$1.5 Million Into Eldorado Hills, LLC – **DENIED**
3. Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint – **GRANTED**
4. Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials – **GRANTED IN PART**

5. Rogich Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial – **VACATED**
6. Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Testimony or Statements by Carlos Huerta Following his Resignation as an Eldorado Hills, LLC Manager – **GRANTED**
7. Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Argument that Eldorado Hills, LLC is Bound by Any Contractual Recitals, Statements, or Language – **GRANTED**
8. Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC – **DEFERRED RULING**
9. Nanyah Vegas LLC's Motion in Limine #5 re: Parol Evidence Rule – **DENIED**
10. Nanyah Vegas LLC's Motion in Limine #6 re: Date of Discovery – **DENIED**
11. Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial – **DENIED WITHOUT PREJUDICE**
12. Rogich Defendants Motion in Limine to Preclude Plaintiff and Carlos Huerta from Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills LLC as Go Global Inc's Consulting Fee Income o Attempt to Refinance – **DENIED WITHOUT PREJUDICE**

B. Motions for Summary Judgment.

1. **October 5, 2018 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, And Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLCs' Countermotion for Summary Judgment.**

The Court's October 5, 2018 Order granted summary judgment on Nanyah's claims asserted against Teld and Peter Eliades, individually and as the Trustee of the Eliades Survivor Trust on the Plaintiff's 1st, 2nd, 3rd, 6th, 8th, and 9th claims.

///

1 **2. May 22, 2018 Order Partially Granting Summary Judgment.**

2 The Court's May 22, 2018, Order granted summary judgment in favor of defendants on
3 Nanyah's 5th, and 7th claims for relief. The Court denied summary judgment on Nanyah's 1st, 2nd, 3rd,
4 6th, 8th, and 9th claims. A copy of this Order is attached hereto as Exhibit ?. On August 10, 2018, the
5 Court denied Nanyah's motion for reconsideration of this order. On June 5, 2018, the Court denied
6 the Rogich Defendants' first motion for reconsideration of this order. On October 5, 2018, the Court
7 entered is Minute Order denying the Rogich Trust's second motion for reconsideration of this Order
8 and denied Nanyah's countermotion for award of fees and costs.

9
10 **3. May 22, 2018 Order Denying Countermotion for Summary**
11 **Judgment and denying NRCP 56(f) Relief.**

12 The Court's May 22, 2018, Order denied Nanyah's countermotion for summary judgment and
13 NRCP 56(f) relief.

14
15 DATED this 16 day of April, 2019.

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

18
19 By: 

20 Samuel S. Lionel, Esq. (NV Bar No. 1766)
21 Brenoch Wirthlin, Esq. (Bar No. 10282)
22 300 South Fourth Street, Suite 1400
23 Las Vegas, Nevada 89101
24 Telephone: (702) 692-8000
25 Facsimile: (702) 692-8099
26 E-mail: slionel@fclaw.com
27 Attorneys for the Rogich Defendants
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and
3 that on April 16, 2019, I caused to be **electronically served through the Court's e-service/e-filing**
4 **system** and correct copies of the foregoing **PRETRIAL MEMORANDUM** properly addressed to
5 the following:

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

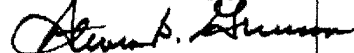
11 Charles E. ("CJ") Barnabi, Jr.
12 **COHEN JOHNSON PARKER EDWARDS**
13 375 E. Warm Springs Road, Suite 104
14 Las Vegas, NV 89119
15 *Attorney for Plaintiffs Carlos Huerta*
16 *and Go Global*

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

24 Michael Cristalli
25 Janiece S. Marshall
26 **GENTILE CRISTALLI MILLER ARMENTI SAVARESE**
27 410 S. Rampart Blvd., Suite 420
28 Las Vegas, NV 89145

29 */s/ Morganne Westover*
30 _____
31 An employee of Fennemore Craig, P.C.

EXHIBIT 1



MSJD

Mark G. Simons, Esq., NSB No. 5132
SIMONS LAW, PC
6490 S. McCarran Blvd., #C-20
Reno, Nevada, 89509
Telephone: (775) 785-0088
Facsimile: (775) 785-0087
Email: mark@mgsimonslaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

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

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

**NANYAH VEGAS LLC'S MOTION TO
EXTEND THE DISPOSITIVE MOTION
DEADLINE
AND
MOTION FOR SUMMARY JUDGMENT**

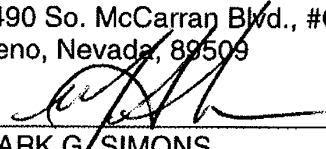
Hearing Date:

Hearing Time:

1 Plaintiff Nanyah Vegas, LLC ("Nanyah"), by and through its undersigned counsel,
2 Mark G. Simons of SIMONS LAW, PC, submits the following Motion for Summary
3 Judgment seeking summary judgment against Sigmund Rogich as Trustee of the
4 Rogich Family Irrevocable Trust ("Rogich Trust") and against Eldorado Hills, LLC
5 ("Eldorado Hills"). Summary judgment is mandated in Nanyah's favor based upon this
6 Court's October 5, 2018 Order (the "Order").
7

8 DATED this 30th day of January, 2019.

9
10 SIMONS LAW, PC
6490 So. McCarran Blvd., #C-20
11 Reno, Nevada, 89509

12 
13 MARK G. SIMONS
Attorney for Nanyah Vegas, LLC

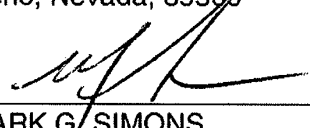
14 **NOTICE OF MOTION**

15 **TO: ALL INTERESTED PARTIES and THEIR ATTORNEYS OF RECORD:**

16 PLEASE TAKE NOTICE that counsel for the Nanyah Vegas, LLC will bring the
17 foregoing **NANYAH VEGAS LLC'S MOTION TO EXTEND THE DISPOSITIVE**
18 **MOTION DEADLINE AND MOTION FOR SUMMARY JUDGMENT** on for hearing
19 before the above-entitled Court on the 06 day of March, 2019, at the hour
20 of 10:00 a.m. or as soon thereafter as counsel may be heard.
21

22 DATED this 30th day of January, 2019.

23
24 SIMONS LAW, PC
6490 So. McCarran Blvd., #C-20
25 Reno, Nevada, 89509

26 
27 MARK G. SIMONS
28 Attorney for Nanyah Vegas, LLC

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1 Now, as a consequence of the Court's Order, as a matter of law this Court must
2 also enter summary judgment in favor of Nanyah against the Rogich Trust and
3 Eldorado. This is because the Court has ruled that the contracts unambiguously state
4 that Eldorado owed the obligation to Nanyah to repay it the \$1.5 million investment and
5 that the Rogich Trust agreed to assume the obligation to pay Nanyah. Davis v. Beling,
6 128 Nev. Adv. Op. 28, 278 P.3d 501, 515 (2012) (if "the contract is clear and
7 unambiguous . . . the contract will be enforced as written."). Consequently, based upon
8 this Court's undisputed factual findings and based upon this Court's legal interpretation
9 of the various contracts, Nanyah is entitled to summary judgment in its favor against the
10 Rogich Trust and against Eldorado for \$1.5 million.

13 III. CLAIMS.

14 Given the Court's findings of undisputed facts and conclusions of law, Nanyah is
15 entitled to summary judgment on the following claims.

- 16 1. Breach of Contract: Rogich Trust.
- 17 2. Breach of Implied in Fact Contract: Eldorado.
- 18 3. Unjust Enrichment: Eldorado.

20 IV. THE COURT'S UNDISPUTED FINDINGS OF FACT AND LEGAL 21 CONCLUSIONS.

22 The following are undisputed facts and rulings of law contained in the Court's
23 Order:

- 24 2. In 2007, Huerta contacted Nanyah to invest. In December of 2007,
25 **Nanyah wired \$1,500,000.00 which eventually was deposited into**
26 **Eldorado's bank account. . . .**
- 27 . . .
- 28 4. . . . **the agreements identified The Rogich Trust specifically agreed to**
assume the obligation to pay Nanyah its percentage interest in
Eldorado or to pay Nanyah its \$1,500,000 invested into Eldorado.

- 1 ...
- 2 5.a.ii The October 30, 2008, Purchase Agreement **states** at Section 4 the
- 3 following: Seller [Go Global], however, will not be responsible to pay
- 4 the Exhibit A Claimants their percentage or debt. **This will be Buyer's**
- 5 **[The Rogich Trust's] obligation. . . ."** The Exhibit A Claimants
- 6 include Nanyah and its \$1,500,000.00 investment.
- 7 ...
- 8 5.b.i. The October 30, 2008, Membership Interest Purchase Agreement
- 9 identifies Nanyah's \$1,500,000 investment into Eldorado at Exhibit D
- 10 which **clearly and unequivocally states** the following: **Seller [Rogich**
- 11 **Trust] confirms that certain amounts have been advanced to or on**
- 12 **behalf of the Company [Eldorado] by certain third-parties [including**
- 13 **Nanyah], as referenced in Section 8 of the Agreement. Exhibit D also**
- 14 **memorializes Nanyah's \$1,500,000 investment into Eldorado.**
- 15 ...
- 16 5.b.iv. Eliades acknowledges that **it was always the responsibility of Rogich**
- 17 **and the Rogich Trust to repay Nanyah for its investment in Eldorado.**
- 18 ...
- 19 5.d.i. As of August, 2012, **the debt owed to Nanyah of \$1,500,000.00 had not**
- 20 **been paid.**
- 21 ...
- 22 6. Any finding of fact set forth herein more appropriately designated as a
- 23 conclusion of law shall be so designated.
- 24 7. The October 30, 2008, Purchase Agreement states that **The Rogich**
- 25 **Trust specifically agreed to assume the obligation to pay Nanyah its**
- 26 **percentage or Debt**
- 27 ...
- 28 14. Because the relevant agreements are clear and unambiguous, **this Court**
- may determine the intent of the parties as a matter of law**, and is
- precluded from considering any testimony to determine the Eliades
- Defendants' so-called contractual liability. *Krieger v. Elkins*, 96 Nev. 839,
- 843, 620 P.2d 370, 373 (1980) (holding that testimony used to contradict
- or vary the written terms of an agreement is a violation of the parol
- evidence rule).
15. Based on the above, **the Eliades Defendants never assumed the**
- Rogich Trust's debt or obligation to Nanyah**, and therefore, there is no
- contractual basis for Nanyah—as an alleged third-party beneficiary—to
- sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev.
- 370, 379-80, 566 P.2d 819, 825 (1977).

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

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

7 Exh. 1 (emphasis added). Given the foregoing findings of fact and conclusions of law,
8 this Court must grant summary judgment in favor of Nanyah against the Rogich Trust.

9 **V. SUMMARY JUDGMENT IS MANDATED ON NANYAH'S CLAIMS.**

10 The purpose of summary judgment is to avoid a needless trial when the
11 undisputed facts establish that a party is entitled to judgment as a matter of law. Coray
12 v. Hom, 80 Nev. 39, 389 P.2d 76, 77 (1964) (purpose of summary judgment " is to
13 avoid a needless trial when an appropriate showing is made in advance that there is no
14 genuine issue of fact to be tried, and the movant is entitled to judgment as a matter of
15 law.").³

16 The facts are undisputed that Nanyah invested \$1.5 million into Eldorado, there
17 was an "obligation" for Eldorado to repay this investment and the Rogich Trust
18 contractually assumed Eldorado's obligation to repay Nanyah the \$1.5 million. Further,
19 as a matter of law, Eldorado remains liable on the debt regardless of whether or not the
20 Rogich Trust pays the debt. Accordingly, Nanyah is entitled to summary judgment on
21 its breach of contract claims against the Rogich Trust and against Eldorado.

22 **A. THE BREACH OF CONTRACT CLAIM AGAINST THE ROGICH TRUST**
23 **MUST BE GRANTED.**

24 To prevail on its breach of contract claim, Nanyah must establish the existence
25
26
27

28 ³ Jesson v. Davis, 97 Cal. App. 4th 1032, 1036, 118 Cal. Rptr. 2d 839, 841 (Cal. Ct.
App. 2002) (ruling that the parties did not need to appear at trial and testify because
"[t]he undisputed facts of the case required no trial.")

1 of a contractual obligation, the breach of the contractual obligation and damages.
2 23 Williston on Contracts § 63:1 (4th ed. May 2010) ("a breach of contract is a failure,
3 without legal excuse, to perform any promise that forms the whole or part of a
4 contract.").

5
6 In the present case, this Court has previously found as undisputed facts that The
7 October 30, 2008, Purchase Agreement ("Purchase Agreement") and the October 30,
8 2008, Membership Interest Purchase Agreement ("Membership Agreement"), both
9 executed by the Rogich Trust, clearly state that the Rogich Trust contractually agreed to
10 repay Nanyah its \$1.5 million investment. Order, ¶14. The Court's Order also outlines in
11 excruciating detail the "undisputed facts" of conclusively establishing that the Rogich
12 Trust breached its contractual duty to repay Nanyah the \$1.5 million invested into
13 Eldorado as follows:

14
15 **UNDISPUTED FINDINGS OF FACT.**

- 16 1. In December of 2007, Nanyah wired \$1,500,000.00 which eventually
17 was deposited into Eldorado's bank account.⁴
- 18 2. The Rogich Trust specifically agreed to assume the obligation to pay
19 Nanyah its percentage interest in Eldorado or to pay Nanyah its
20 \$1,500,000 invested into Eldorado.⁵
- 21 3. The Rogich Trust agreed to repay Nanyah its \$1,500,000 investment into
22 Eldorado.⁶
- 23 4. Exhibit D to the October 30, 2018, Membership Interest Purchase
24 Agreement "identifies Nanyah's \$1,500,000 investment into Eldorado."⁷

25 ⁴ Exhibit 1, ¶2.

26 ⁵ Exhibit 1, ¶4.

27 ⁶ Exhibit 1, ¶5.a.ii.

28 ⁷ Exhibit 1, ¶5.b.i.

- 1 5. Exhibit D to the October 30, 2018, Membership Interest Purchase
2 Agreement unequivocally states that Rogich and the Rogich Trust
3 “confirmed” Nanyah “advanced to or on behalf of Eldorado” the
 \$1,500,000 investment.⁸
- 4 6. Section 8(c) of the October 30, 2018, Membership Interest Purchase
5 Agreement states that Nanyah “invested or otherwise advanced funds”
6 into Eldorado.⁹
- 7 7. Peter Eliades was aware of the Rogich Trust’s obligation to Nanyah
8 contained in the October 30, 2008, Purchase Agreement when he entered
9 into the October 30, 2008, Membership Interest Purchase Agreement.¹⁰
- 10 8 Peter Eliades acknowledges that it was always the responsibility of Rogich
11 and the Rogich Trust to repay Nanyah for its investment in Eldorado.¹¹
- 12 9 It is an undisputed fact that as of August, 2012, the debt owed to Nanyah
13 of \$1,500,000 had not been paid.¹²

14 Consequently, in summary, the undisputed facts in this case are Nanyah invested \$1.5
15 million into Eldorado, Eldorado had an “obligation” to repay this investment, the Rogich
16 Trust “specifically agreed” to assume the repayment obligation to Nanyah and the debt
17 has not been repaid to Nanyah.

18 In addition, the Court’s Order details that, as a matter of law, the contracts
19 obligated the Rogich Trust to repay Nanyah’s \$1.5 million investment as follows: ¶7
20 (“The Rogich Trust specifically agreed to assume the obligation to pay Nanyah” its \$1.5
21 million investment); ¶14 (affirming the terms of the Purchase Agreement and
22 Membership Agreement are clear and unambiguous and are therefore enforced “as a
23 matter of law”); ¶15 (the Eliades Defendants did not assume the Rogich Trust’s

24 ⁸ Exhibit 1, ¶5.b.i.

25 ⁹ Exhibit 1, ¶5.b.ii.

26 ¹⁰ Exhibit 1, ¶5.b.iii.

27 ¹¹ Exhibit 1, ¶5.b.iv.

28 ¹² Exhibit 1, ¶5.d.i.

1 contractual obligation to repay Nanyah its \$1.5 million investment); and ¶21 (as a
2 matter of law the Rogich Trust had an "obligation to repay Nanyah its \$1.5 million
3 investment into Eldorado.").¹³

4 Based upon the foregoing, the Court has already found as undisputed facts and
5 as matters of law the Rogich Trust contractually agreed to repay Nanyah its \$1.5 million
6 investment into Eldorado. There is no factual or legal basis to deny Nanyah's motion
7 for summary judgment on this claim and Nanyah is entitled to judgment as requested.

8
9 **B. THE ROGICH DEFENDANTS ASSUMPTION OF ELDORADO'S**
10 **OBLIGATION TO NANYAH DOES NOT RELIEVE ELDORADO'S**
11 **ORIGINAL LIABILITY FOR THE DEBT.**

12 As a matter of law, Eldorado remains liable for the debt owed to Nanyah even
13 though this Court has found that the Rogich Defendants assumed the repayment of the
14 \$1.5 million obligation owed to Nanyah. Noah v. Metzker, 85 Nev. 57, 60, 450 P.2d
15 141, 144 (1969) (original contracting party "shall remain liable" unless there is a written
16 release of liability signed by the recipient of the debt); Fay Corp. v. BAT Holdings I, Inc.,
17 646 F. Supp. 946, 949–50 (W.D. Wash. 1986), aff'd sub nom. Fay Corp. v. Frederick &
18 Nelson Seattle, Inc., 896 F.2d 1227 (9th Cir. 1990) ("assignment does not discharge the
19 assignor's original obligation to the lessor.").

20 Accordingly, based upon this Court's Order, Nanyah is entitled to summary
21

22
23 ¹³ Musser v. Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) ("The
24 question of the interpretation of a contract when the facts are not in dispute is a
25 question of law."). Further, the Court made specific conclusions of law relating to
26 contract interpretation. The Court is vested with the authority to render conclusions of
27 law relating to contract interpretation and enforcement. Galardi v. Naples Polaris, LLC,
28 301 P.3d 364, 366 (Nev. 2013) ("[I]n the absence of ambiguity or other factual
complexities," contract interpretation presents a question of law that the district court
may decide on summary judgment."); Chwialkowski v. Sachs, 108 Nev. 404, 406, 834
P.2d 405, 406 (1992) (holding that summary judgment was proper because an
unambiguous contract can be construed as a matter of law from the language of the
document).

1 judgment on its claim for Eldorado's breach of its implied-in-fact contractual obligation
2 to repay Nanyah its \$1.5 million investment. This Court has ruled as a matter of law
3 that Exhibit D to the Membership Agreement "identifies Nanyah's \$1,500,000
4 investment into Eldorado" and that the Rogich Trust "confirmed" Nanyah "advanced to
5 or on behalf of Eldorado" the \$1,500,000 investment.¹⁴ Further, the Court's Order
6 found at Section 8(c) of the Membership Agreement that Nanyah "invested or otherwise
7 advanced funds" into Eldorado.¹⁵ The Court's Order repeatedly identified Eldorado's
8 "obligation" to repay Nanyah the \$1.5 million investment.¹⁶

10 The United States Supreme Court long ago defined implied in fact agreements
11 as those "founded upon a meeting of the minds, which, although not embodied in an
12 express contract, is inferred, as a fact, from conduct of the parties showing, in the light
13 of the surrounding circumstances, their tacit understanding." Balt. & Ohio R.R. v.
14 United States, 261 U.S. 592, 597, 58 Ct.Cl. 709, 43 S.Ct. 425, 67 L.Ed. 816 (1923).

16 The Nevada Supreme Court also recognizes and imposes implied in fact contracts. In
17 Certified Fire Prot. Inc. v. Precision Constr., 283 P.3d 250, 256 (Nev. 2012), the Court
18 stated:

20 A contract implied in fact must be "manifested by conduct," . . . it "is a true
21 contract that arises from the tacit agreement of the parties." . . . To find a
22 contract implied in fact, the fact finder must conclude that the parties intended to
23 contract and promises were exchanged, the general obligations for which must
24 be sufficiently clear.

23 Id.

24 When the conduct is clear and undisputed, such as in this case based upon the

26 ¹⁴ Exh. 1, ¶5.b.i.

27 ¹⁵ Exh. 1, ¶5.b.ii.

28 ¹⁶ Exh. 1, ¶¶4,5.a.ii and 7.

1 express rulings of this Court in its Order, the Court must find the existence of Eldorado's
2 contractual obligation to repay Nanyah its \$1.5 million invested into it as a matter of law.
3 ACC Capital Corp. v. Ace W. Foam Inc., --- P.3d ---, 2018 WL 1127647 * 2 (Utah Ct.
4 App. 2018) ("The existence of a contract is a question of law.").

5
6 Again, the Court's Order has found as an undisputed fact and as a matter of law
7 that Nanyah invested \$1.5 million into Eldorado, Eldorado received Nanyah's money
8 and that Eldorado had a contractual "obligation" to repay Nanyah its \$1.5 million
9 investment and that the Rogich Trust also agreed to. Accordingly, Nanyah is also
10 entitled to summary judgment in its favor on its breach of implied in fact contract that
11 Eldorado is liable to it for its \$1.5 million investment since there is an "obligation"
12 imposed upon Eldorado to repay Nanyah for its \$1.5 million investment.
13

14 In addition, the existence of Eldorado's receipt of Nanyah's \$1.5 million
15 investment, Eldorado's "obligation" to repay Nanyah its \$1.5 million investment, and the
16 Rogich Trust's agreement to repay Nanyah on behalf of Eldorado are issues that have
17 all been vigorously briefed and argued to this Court. As a result, the Court's Order
18 addresses these exact issues. NRCP 15(b) addresses this situation and provides:
19 "[w]hen issues not raised by pleadings are tried by express or implied consent of the
20 parties, **they shall be treated in all respects as if they had been raised in the**
21 **pleadings.**" (emphasis added). The application of this rule is an extremely powerful
22 tool to be used by the Court when evidence is presented to the Court establishing legal
23 rights and remedies that exist, but for whatever reason, were not technically plead in an
24 action. "The purpose of Rule 15(b) is to align the pleadings to conform to the issues
25 actually tried." Cole v. Layrite Prod. Co., 439 F.2d 958, 961 (9th Cir. 1971).
26
27 Amendments to conform to proof are perfectly proper and courts should be liberal in
28

1 allowing such amendments. See Brean v. Nevada Motor Co., 51 Nev. 100, 269 P. 606,
2 606 (1928) (“courts should be liberal in allowing such amendments . . .”).

3 While a claim for breach of an implied in fact contract with Eldorado was not
4 technically pled in this action, the evidence supporting such a claim is at the heart of
5 this action. All parties have presented their various positions on Eldorado’s “obligation”
6 to repay Nanyah its \$1.5 million investment and this Court’s Order affirmatively
7 addresses Eldorado’s “obligation” and the Rogich Trust’s obligation to pay that
8 obligation on behalf of Eldorado.
9

10 Further, NRCP 54(c) states, “[e]very other final judgment should grant the
11 relief to which each party is entitled, even if the party has not demanded that
12 relief in its pleadings.” (Emphasis added). “The Nevada Supreme Court recognized
13 the liberal nature of NRCP 54(c) by confirming ‘Under the liberalized rules of pleading,’
14 a final judgment must grant the relief a party is entitled to, even where the prayer for
15 relief did not ask for such relief.” Magille v. Lewis, 74 Nev. 381, 387-88, 333 P.2d 717,
16 720 (1958).
17

18 In Magill, the Nevada Supreme Court analyzed the breadth and power of Rule
19 54(c) in relation to claims and relief that had not been pled by a party. The Nevada
20 Supreme Court stated NRCP 54(c) grants the Court the authority and power to
21 supersede any “particular legal theory of counsel” and that the legal theories of counsel
22 are subordinate to the power of the Court to grant relief in favor of a party “whether
23 demanded or not” as follows:
24

25
26 **“Particular legal theories of counsel then are subordinated to the**
27 **court’s right and duty to grant the relief to which the prevailing party is**
28 **entitled whether demanded or not. If a party has proved a claim for relief**
the court will grant him that relief to which he is entitled on the evidence
regardless of the designation of the claim or the prayer for relief. The
prayer for relief may be of help as indicating the relief to which the plaintiff

1 may be entitled, but it is not controlling, and the question is not whether
2 the plaintiff has asked for the proper remedy but whether he is entitled to
3 any remedy.”

4 Id. at 388, 333 P.2d at 720 (emphasis added) (citation omitted).

5 Accordingly, NRCP 54(c) is another powerful rule that allows a judge, as a trier of
6 fact, to grant relief to a party even if the party did not affirmatively seek such relief in its
7 pleadings. NRCP 54(c) therefore vests the Court with broad authority and discretion to
8 render relief “whether demanded or not”. The law is absolutely clear that when this
9 Court entered its Order, it was not constrained, limited or restricted by the pleadings or
10 even the “legal theories of counsel” when granting summary judgment in favor of the
11 Eliades Defendants. As a result of the Court’s Order, this Court also established that
12 Eldorado had an implied in fact contract with Nanyah to repay Nanyah its \$1.5 million
13 investment.

14 It is the express purpose and function of the Court to “grant the relief to which
15 the prevailing party is entitled whether demanded or not.” Therefore, it is entirely
16 irrelevant whether or not any particular claim for relief was asserted in the pleadings
17 and/or whether or not a plaintiff even affirmatively asked the Court for relief. It is the
18 duty and function of the Court to “grant [a party] that relief to which he is entitled on the
19 evidence regardless of the designation of the claim or the prayer for relief” Again,
20 on these grounds Nanyah is entitled to summary judgment against Eldorado on a claim
21 for implied in fact contract that Eldorado agreed and is obligated to repay Nanyah its
22 \$1.5 million investment.

23
24
25
26 **C. ALTERNATIVELY, NANYAH IS ENTITLED TO SUMMARY JUDGMENT**
27 **ON ITS UNJUST ENRICHMENT CLAIM.**

28 As an alternative to granting summary judgment, and based upon the same
factual and legal basis, as an alternative remedy to Nanyah’s contractual claim against

1 Eldorado, Nanyah is entitled to summary judgment on its unjust enrichment claim. This
2 is because the Court has specifically found that Nanyah conferred a \$1.5 million benefit
3 on Eldorado, Eldorado received and admitted the receipt of the benefit, and Eldorado
4 admitted there was an "obligation" to repay Nanyah for this benefit. Again, based upon
5 the undisputed facts and legal findings made by this Court in its Order, summary
6 judgment is also mandated on Nanyah's unjust enrichment claim.

8 The Court has found as "undisputed facts" and as a matter of law that Eldorado
9 received Nanyah's \$1.5 million investment. The Court found that Exhibit D to the
10 Membership Agreement states "certain amounts have been advanced to or on behalf of
11 the Company [Eldorado] by certain third-parties [including Nanyah], as referenced in
12 section 8 of the agreement. Exhibit D also memorializes Nanyah's \$1,500,000
13 investment into Eldorado."¹⁷ Further, the Court's Order found at Section 8(c) of the
14 Membership Agreement that Nanyah "invested or otherwise advanced funds" into
15 Eldorado.¹⁸ The Court's Order repeatedly identified Eldorado's "obligation" to repay
16 Nanyah the \$1.5 million investment.¹⁹

19 Based upon these undisputed facts, and based upon the express provisions of
20 the various agreements, Eldorado received and benefitted from Nanyah's \$1.5 million
21 investment. The Court's Order has found that Nanyah was entitled to receive
22 repayment of its investment into Eldorado and that the Rogich Trust agreed to assume
23 Eldorado's debt to Nanyah. Based upon the Court's Order, Nanyah is entitled to
24 summary judgment on its unjust enrichment claim against Eldorado since Eldorado
25

26 ¹⁷ Exh. 1, ¶5.b.i.

27 ¹⁸ Exh. 1, ¶5.b.ii.

28 ¹⁹ Exh. 1, ¶¶4,5.a.ii and 7.

1 received the benefit and enjoyment of Nanyah's \$1.5 million.

2 **D. THE COURT CANNOT DENY SUMMARY JUDGMENT SINCE IT IS**
3 **BOUND BY ITS ORDER GRANTING DISMISSAL OF THE CLAIMS**
4 **AGAINST THE ELIADES DEFENDANTS.**

5 Nanyah is entitled to summary judgment as requested because this Court is
6 bound by its undisputed factual findings and its legal rulings. The Court is not at liberty
7 to dismiss claims against certain defendants and then refuse to allow Nanyah to obtain
8 judgment against the remaining parties based upon those same findings. Stated
9 another way, this Court can't grant summary judgment dismissing the Eliades
10 Defendants based upon the Court's undisputed facts and contract interpretation then
11 refuse to enforce those same provisions against the Rogich Trust and Eldorado.
12

13 If any of the remaining parties desired to challenge the Court's findings of facts
14 and legal interpretation of the parties' various contracts contained in the Order, then
15 they should have filed a Motion for Reconsideration asking the Court to reconsider its
16 findings of fact and conclusions of law. See EDCR 2.24(b). No party filed a motion for
17 reconsideration and the time to seek reconsideration of the Court's Order has long
18 since expired.
19

20 Consequently, as a result of this Court's Order, the Rogich Trust and Eldorado
21 are barred from arguing or contesting the following:

- 22 (1) Nanyah did not invest \$1,500,000 into Eldorado.

23 **BARRED:** If any party attempted to offer this statement it would
24 constitute an untrue statement of fact. This Court found as an
25 undisputed fact that Nanyah did invest \$1.5 million into Eldorado and that
26 this fact was memorialized and identified in various contracts as a matter
of law.

- 27 (2) The Rogich Trust did not agree to repay Nanyah for its
28 \$1,500,000 investment into Eldorado.

BARRED: If any party attempts to offer this statement it would

1 constitute another untrue statement of fact. This Court found as an
2 undisputed fact and as an express contractual obligation that the Rogich
3 Trust "specifically agreed" to repay Nanyah its \$1.5 million investment into
4 Eldorado.

- 5
6 (3) The obligation to repay Nanyah its \$1,500,000 investment into Eldorado
7 does not exist.

8 **BARRED:** If any party attempts to offer this statement it would
9 constitute another untrue statement of fact. This Court found as an
10 undisputed fact and as an express contractual obligation that
11 Eldorado received Nanyah's \$1.5 million investment into Eldorado and
12 that the Rogich Trust "specifically agreed" to assume "the obligation" to
13 repay Nanyah its \$1.5 million investment into Eldorado.

14 Based upon the foregoing, these facts and conclusions of law cannot be challenged or
15 contested at trial and summary judgment is mandated in Nanyah's favor as requested.

16 **VI. THERE IS NO ISSUE OF FACT PRECLUDING SUMMARY JUDGMENT IN**
17 **NANYAH'S FAVOR.**

18 It is anticipated that the Rogich Trust may attempt to argue that Nanyah's claims
19 are barred by a statute of limitation that commenced on October 30, 2008, when the
20 Purchase Agreement and the Membership Agreement were entered into by the Rogich
21 Trust. However, this argument has already been rejected by this Court as a matter of
22 law because a cause of action commences upon a breach and/or repudiation by a party
23 and not upon the entering into the contract.

24 The contracts at issue also do not establish a date certain whereby Eldorado
25 and/or the Rogich Trust was to repay Nanyah its \$1.5 million investment. Accordingly,
26 there was no date certain Nanyah's claims accrued. Instead, the undisputed facts are
27 up to December 2012, Nanyah had always been informed by Eldorado that its \$1.5
28 million investment would be documented by a membership interest or would be repaid.

Exhibit 2, Harlap Deposition, p. 18:10-16.²⁰

²⁰ See also **Exhibit 3, Affidavit of Mark G. Simons ("Simons' Aff.")** at ¶4.

1 It was not until sometime in December 2012, that Nanyah was advised that the
2 Rogich Trust had secretly transferred its membership interest in Eldorado and was
3 refusing to repay Nanyah its \$1.5 million investment. **Exhibit 4**, Declaration of Yoav
4 Harlap, ¶2. Based upon the receipt of this information, Nanyah believed such action
5 was a repudiation of the defendants' obligations to it to repay its \$1.5 million investment
6 and/or to transfer to it a membership interest in Eldorado. Id., ¶3. These facts are
7 undisputed and the Rogich Trust and Eldorado have no facts contradicting Nanyah's
8 evidence.
9

10 Because defendants have absolutely no evidence contradicting Nanyah's date of
11 discovery of the defendants' breach occurring on December, 2012, Nanyah is entitled
12 to summary judgment that all its claims are timely and not barred by any statute of
13 limitations. Siragusa v. Brown, 114 Nev. 1384, 971 P.2d 801, 806 (1998) ("[T]he time
14 of discovery may be decided as a matter of law" when "uncontroverted evidence"
15 establishes the date of discovery of the breach).
16

17 Further, Nanyah obtained an Order granting its Motion in Limine No. 3 binding
18 the Rogich Trust to its admissions in its Answer that they never informed Nanyah of the
19 Rogich Trust's secret membership transfer in Eldorado in late 2012 (¶82) and that:
20

21 It was not until December, 2012, that Nanyah discovered that
22 Rogich Trust purported to no longer own any interest in Eldorado and that
23 Rogich Trust's interest in Eldorado had been transferred to Teld and/or
24 the Eliades Trust.

25 **Exhibit 5**, Order granting Nanyah's Motion in Limine No. 3 binding Rogich Trust to its
26 answers to Paragraphs 82 and 83, p.3.

27 However, the Court did not preclude the Rogich Trust from presenting any "new"
28 evidence at trial on this issue to the extent it "obtained additional information after the

1 Answer was filed” Id. No such information or evidence has been produced.

2 Pursuant to NRCP 37(c)(1)’s provisions, the Rogich Trust, as well as all the other
3 defendants, have not produced any information in this case that effects this admitted
4 fact in any regard. NRCP 37(c)(1) provides:

5
6 A party that without substantial justification fails to disclose information
7 required by Rule 16.1, 16.2, or 26(e)(1), or to amend a prior response to
8 discovery as required by Rule 26(e)(2), **is not, unless such failure is harmless,**
9 **permitted to use as evidence at a trial, at a hearing, or on a motion any**
10 **witness or information not so disclosed**

11 Id. (emphasis added).²¹ Since no evidence has been produced in this case rebutting or
12 contesting or even relating to Nanyah’s discovery of the Rogich Trust’s and/or
13 Eldorado’s breach of the repayment obligation until December, 2012, that date is
14 uncontested and uncontestable in this action.

15 Accordingly, the undisputed evidence is: (1) the various contracts did not have a
16 date certain to repay Nanyah its \$1.5 million investment; (2) defendants never informed
17 Nanyah about the Rogich Trust’s secret assignment in late 2012 of its membership
18 interest in Eldorado; (3) the defendants never informed Nanyah that they were
19 repudiating or refusing to repay Nanyah its \$1.5 million but at all times had affirmed
20 they were going to perform their contractual obligations; and (4) Nanyah did not
21 discover the defendants’ breach of their contractual obligations until December, 2012.

22 While the defendants may want to argue at trial that Nanyah should have know
23 sooner of the defendants’ breaches, argument does not take the place of evidence.
24 The law is clear that the defendants are not entitled merely to argue to the jury that
25 Nanyah’s evidence should not be believed. Instead, the Rogich Trust and Eldorado
26

27
28 ²¹ NRCP 26(e) requires parties to promptly supplement any discovery response and/or
disclose any information relevant to the issue in the case or be barred from use.

1 have an affirmative obligation to "present affirmative evidence in order to defeat a
2 properly supported motion for summary judgment." Anderson v. Liberty Lobby, Inc.,
3 477 U.S. 242, 257, 106 S. Ct. 2505, 2514, 91 L. Ed. 2d 202 (1986). This exact issue
4 was addressed in A.I. Credit Corp. v. Gohres, 299 F. Supp. 2d 1156, 1161 (D. Nev.
5 2004) when the court held:
6

7 **[A] non-moving party may not rely on the court to simply disbelieve the**
8 **moving party's evidence. Rather, the party must "present affirmative**
9 **evidence in order to defeat a properly supported motion for summary**
10 **judgment."**

11 Id. (emphasis added) (citing Anderson v. Liberty Lobby, Inc.). Accordingly, there is no
12 question of fact present that precludes the entry of summary judgment as requested.

13 **VII. THERE IS GOOD CAUSE TO EXTEND THE DISPOSITIVE MOTION**
14 **DEADLINE.**

15 Under NRCP 16(b): "[a] schedule shall not be modified except by leave of the
16 judge or a discovery commissioner upon a showing of good cause." There is good
17 cause to modify the Scheduling Order in this matter and allow for another dispositive
18 motion. First, the Court--at the request of the Rogich Defendants--recently continued
19 the trial date to April 22, 2019. Although there may not have been sufficient time for
20 this Court to entertain another dispositive motion while the trial was scheduled for
21 November of 2018, there is now. Second, this Motion for Summary Judgment did not
22 ripen until this Court entered its October 5, 2018, Order well past the June 1, 2018
23 dispositive motion deadline. Thus, Nanyah could not have filed this Motion for
24 Summary Judgment prior to the current dispositive motion deadline. Third, it would be
25 entirely inefficient and inequitable to force Nanyah to participate in a five-day trial when
26 this Court's Order resolves dispositive facts and has entered dispositive legal findings.
27
28

1 This Court should extend the dispositive motion deadline in order to entertain and
2 decide Nanyah's Motion for Summary Judgment.

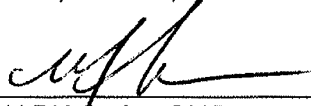
3 **VII. CONCLUSION.**

4 This case focuses on Nanyah's efforts to recover its \$1.5 million investment in
5 Eldorado. On October 5, 2018, this Court entered its Order making numerous findings
6 of "undisputed fact" and rendering binding legal rulings "as a matter of law." Based
7 upon this Court's Order, this Court found as "undisputed facts" that Nanyah invested
8 \$1.5 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5
9 million investment, and that the Rogich Trust agreed to repay Nanyah its \$1.5 million
10 investment on Eldorado's behalf. Further, this Court found "as a matter of law" the
11 contracts entered into by the Rogich Trust clearly and unambiguously stated the Rogich
12 Trust's contractual obligation to repay Nanyah its \$1.5 million investment into Eldorado.
13 As a consequence of the Court's factual and legal findings in the Order, summary
14 judgment is now mandated in favor of Nanyah as requested.

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

17 DATED this 30th day of January 2019.

18
19
20
21 SIMONS LAW, PC
22 6490 S. McCarran Blvd., #C-20
23 Reno, Nevada, 89509

24 
25 MARK G. SIMONS
26 Attorney for Nanyah Vegas, LLC
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CERTIFICATE OF SERVICE

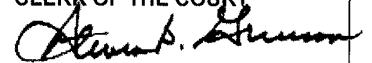
Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS LAW, PC and that on this date I caused to be served a true copy of the
NANYAH VEGAS LLC'S MOTION TO EXTEND THE DISPOSITIVE MOTION
DEADLINE AND MOTION FOR SUMMARY JUDGMENT on all parties to this action via
the Odyssey E-Filing System:

Dennis L. Kennedy	dkennedy@baileykennedy.com
Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
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Samuel Lionel	slionel@fclaw.com
CJ Barnabi	cj@cohenjohnson.com
H S Johnson	calendar@cohenjohnson.com
Erica Rosenberry	erosenberry@fclaw.com

DATED this 30 day of January, 2019.


Employee of SIMONS LAW, PC

EXHIBIT 2



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

8 DISTRICT COURT
CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 v.

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

Defendants.

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

20 Plaintiff,

21 v.

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

27 Defendants.

28 ///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

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

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

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

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

10 **I.**

11 **PRE-TRIAL STATEMENT OF WITNESSES**

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

14 **A. DEFENDANTS' TRIAL WITNESSES**

15 Defendants expect to present the following witnesses at trial:

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

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

25 Defendants expect to subpoena the following witnesses for trial:

- 26 1. Carlos Huerta
27 7229 Mira Vista St.
28 Las Vegas, NV 89120
(702) 497-6408

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

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

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

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

9 2. All witnesses designated by any other party herein.

10 3. Any and all necessary rebuttal witnesses.

11 4. Any and witnesses necessary to authenticate any piece of evidence.

12 5. Any and all impeachment witnesses necessary to impeach any witness
13 called by any party to this action.

14 **D. DEPOSITION TRANSCRIPTS**

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

18 1. Carlos Huerta (April 3, 2014 and April 30, 2014)

19 2. Yoav Harlap (October 11, 2017)

20 3. Any other deposition taken in this matter.

21 **II.**

22 **PRE-TRIAL STATEMENT OF DOCUMENTS**

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

25 **A. DEFENDANTS' TRIAL EXHIBITS**

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

27 ///

28 ///

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

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

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

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

Exhibit No.	Document Description	Bates Range(s)
550	Go Global, Inc.'s Nevada State Bank statement (dated December 31, 2007) with checking account credit slip	PLTF442-443
551	Nanyah's Tax Returns (years: 2007 through 2016) ²	-
552	Correspondence between Huerta and Harlap	HUERTA606-642
553	Email from Huerta to Harlap re Nanyah Appeal	NAN_00303
554	Amended and Restated Operating Agreement of Eldorado Hills, LLC (dated October 2008)	RT0098-111
555	Letter from Mr. Simons to Judge Allf dated 9/5/18 re Eliades Summary Judgment Order ³	RD000001PTD – RD000030PTD
556	Nevada State Bank statements for CanaMex and GoGlobal	HUERTA643-904
557	Response of Carlos Huerta to Subpoena Duces Tecum (see attached)	-

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

1. Any and all exhibits, affidavits and declarations submitted with dispositive motions filed in this action.
2. Any and all Bankruptcy pleadings and documents filed, submitted or associated with the following US Bankruptcy of Nevada cases: (a) In Re: Go Global, Inc. (Case No. 10-14804-LED); (b) In Re: Carlos A. Huerta and Christine H. Huerta (Case No.: 10-14556-LED); and (c) Go Global v. Sig Rogich, et al. (Adv. Case No.: BK-S-14-01173-MKN).
3. Any and all other documents previously disclosed by Defendants.
4. Any and all documents previously disclosed by other Defendants.
5. Any and all documents previously disclosed by Plaintiff.

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

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

1 6. Any and all documents previously produced by Third-parties.

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

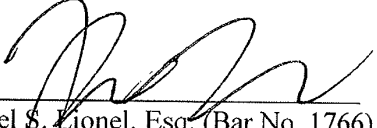
4 **III.**

5 **RESERVATION**

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

8 DATED: April 10, 2019.

9 **FENNEMORE CRAIG, P.C.**

10
11 By: 
12 Samuel S. Lionel, Esq. (Bar No. 1766)
13 Thomas H. Fell, Esq. (Bar No. 3717)
14 Brenoch Wirthlin, Esq. (Bar No. 10282)
15 300 S. Fourth Street, Suite 1400
16 Las Vegas, Nevada 89101
17 *Attorneys for Sigmund Rogich, Individually and as*
18 *Trustee of the Rogich Family Irrevocable Trust*
19 *and Imitations, LLC*
20
21
22
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24
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CERTIFICATE OF SERVICE

I hereby certify that a copy of **DEFENDANTS SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S FOURTH SUPPLEMENTAL PRE-TRIAL DISCLOSURE STATEMENT PURSUANT TO NRCP 16.1(a)(3)** was served upon the following person(s) either by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, April 10, 2019 as follows:

Mark Simons, Esq.
6490 South McCarran Blvd., #20
Reno, Nevada 89509
mark@mgsimonslaw.com
Attorney for Plaintiff Nanyah Vegas, LLC

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

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

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

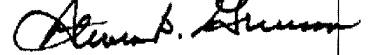
Dennis Kennedy
Joseph Liebman
BAILEY ❖ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
Attorneys for Defendants Pete Eliades, Teld. LLC and Eldorado Hills. LLC

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

/s/ Daniel C. Maul

An employee of
Fennemore Craig, P.C.

EXHIBIT 2-A



Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)
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*Attorneys for Sigmund Rogich, Individually and as Trustee
of the Rogich Family Irrevocable Trust and Imitations, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

TELD, LLC, a Nevada limited liability
company; PETER 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

**OBJECTIONS TO NANYAH VEGAS,
LLC'S PRE-TRIAL DISCLOSURES**

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

unnecessarily prejudiced from the inability to adequately prepare for cross-examination of such witnesses.

(A)(4) – Witnesses whose testimony is expected to be presented by means of a deposition: While NRCP 16.1(a)(3)(B) obligates a party to make a “designation of those witnesses whose testimony is expected to be presented by means of a deposition,” Plaintiff indicated: “Unknown at this time.” This obligation includes “impeachment and rebuttal evidence.” NRCP 16.1(a)(3). Here, the Plaintiff took the depositions of Mr. Rogich, Mr. Eliades, Ms. Eliades, Ms. Olivas and Mr. Woloson, and while it expects to have each of them testify at trial, it has not indicated that it expects to use their deposition testimonies at trial. Defendants, therefore, object to the use of any of these witnesses’ deposition testimonies (or any portion thereof), including for impeachment or rebuttal purposes. Further, Defendants object to the use of Mr. Woloson’s deposition testimony in lieu of his trial testimony. Plaintiff has failed to indicate that it has or will subpoena Mr. Woloson for trial and it has not listed his deposition under this section. It should not be rewarded for failing to follow the basic NRCP 16.1 requirements.

II.

OBJECTIONS TO EXHIBITS

Defendants assert the following specific objections to Plaintiff’s documents expected to be used at trial. Each objection will be identified below by use of the corresponding letter.

Foundation (“F”)

For evidence to be admissible at trial, Plaintiff must be able to lay a proper foundation. Plaintiff must be able to provide a witness to lay a proper foundation based upon personal knowledge and absent any speculation. Defendants object to a number of exhibits on the basis that Plaintiff cannot lay a foundation for the exhibits. (NRS 50.025)

Hearsay (“H”)

Nevada’s Rule of Evidence 51.065 expressly precludes the admission of statements based upon hearsay, where “hearsay” is defined as any “statement offered in

1 evidence to prove the truth of the matter asserted unless the statement is made by a
2 witness while testifying at the trial or hearing.” Defendants object to a number of
3 exhibits on the basis that they are inadmissible hearsay. (NRS 51.035 and NRS 51.065)

4 **Relevance (“R”)**

5 Many of the exhibits identified by Plaintiff are not relevant to the issues and claims
6 remaining for trial. (NRS 48.025)

7 **Authenticity (“A”)**

8 Certain exhibits have not been authenticated to be true and correct copied versions
9 of the documents as they were made in the course of regularly conducted activity. NRS
10 51.135 provides as follows: “A memorandum, report, record or compilation of data, in
11 any form, of acts, events, conditions, opinions or diagnoses, made at or near the time by,
12 or from information transmitted by, a person with knowledge, all in the course of a
13 regularly conducted activity, as shown by the testimony or affidavit of the custodian or
14 other qualified person, is not inadmissible under the hearsay rule unless the source of
15 information or the method or circumstances of preparation indicate lack of
16 trustworthiness.” Defendants assert that authentication will require a custodian or other
17 qualified person to providing testimony of following: (1) Establish himself/herself as the
18 custodian of that record; (2) That he/she has examined the original of the record; (3) That
19 he/she has made or caused to be made a true and exact copy of such record; (4) That the
20 reproduction of such record is true and complete; and (5) That the original of such record
21 was made at or near the time of the act, event, condition or opinion recited therein by or
22 from information transmitted by a person with knowledge, in the course of a regularly
23 conducted activity. Defendants object to the use any exhibit in which its actual
24 authenticity cannot be reasonably established by the specific custodian of such record.
25 (NRS 51.135 and NRS 52.260(3))

26 **Misleading/Mischaracterization (“M”)**

27 Plaintiff identified certain bate range numbers or other identifying numbers within
28 several exhibits as being duplicative and exact versions of one another. Defendants

1 object to such exhibits as they are not true identical versions. Further, use of one version
2 as an exact duplicate copy of the other version is misleading and mischaracterizes the
3 status of the proposed exhibit.

4 **Unintelligible (“U”)**

5 Defendants object to any exhibit which is confusing in nature, contains ambiguous,
6 confusing, vague or unintelligible language or its meaning could otherwise be
7 misinterpreted.

8 **Attorney-Client Privilege (“P”)**

9 Defendants object to use of any exhibit which would result in the disclosure of
10 information that is confidential in nature and protected under the attorney-client privilege
11 and/or attorney-work product (NRS 49.035-NRS 49.105).

12 **Objections Related to Depositions (“D”)**

13 Plaintiff included depositions in its list of trial exhibits. Due to Plaintiff’s failure to
14 identify witnesses whose testimonies are expected to be presented by means of
15 depositions, as required by NRCP 16.1(a)(3)(B), Defendants reassert each of their
16 objections indicated above as though completely restated here. Defendants further object
17 on the grounds that Dept. 27’s Exhibit Guidelines specifically indicate that “[d]epositions
18 are **NOT** marked nor admitted as exhibits....” See Exhibit Guidelines, EJDC - Dept. 27,
19 Guideline No. 4. Finally, Defendants reassert any and all objections raised during the
20 depositions as though restated in their entirety here.

21 **Not Previously Disclosed or Produced under 16.1 (“N”)**

22 Plaintiff included certain exhibits without referencing any bates stamp number and,
23 therefore, it is believed such exhibits were not previously disclosed or produced.
24 Defendants object to the use of any exhibit that was not previously produced or disclosed
25 prior to the close of discovery pursuant to NRCP 16.1. If any of these exhibits were
26 produced or disclosed, Defendants further object to their use as they are unable to
27 determine the exact documents Plaintiff is intending to use at trial.

28 ///

The foregoing letters are listed below as necessary to preserve objections to each exhibit identified below:

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
1	10/5/18 Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment	Order contains findings with respect to the Rogich Trust even though the Motion by Defendant Peter Eliades was not against the Rogich Trust
2	Project Information (RT 0616-623)	R
3	12/31/07 Nevada State Bank Statement for Eldorado Hills LLC (PLTF0032)	<i>None</i>
4	Eldorado Hills, LLC's General Ledger (PLTF547-574; RT 306-324)	M, A as to PLTF547-574; <i>None as to</i> RT 306-324
5	Eldorado Hills General Ledger — All Transactions (SR0002334-2360)	<i>None</i>
6	5/25/07 Business Purpose Affidavit of Carlos Huerta, Manager (RT 0583)	<i>None</i>
7	6/12/08 Carlos Huerta email to Melissa Olivas (RT 0438-442)	<i>None</i>
8	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank (RT 0449)	<i>None</i>
9	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial (RT 0463)	<i>None</i>
10	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial (RT 0513)	<i>None</i>
11	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey (RT 0624-625)	<i>None</i>
12	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich (RT0156-157)	F, H
13	Go Global Capital Contributions into Eldorado Hills (PLTF575)	F, H, A, U; Additional Objections: Undated spreadsheet. December 14, 2007 is the date of consulting fee paid to Go Global and Exhibit 4 (Page 22) shows reclassification on December 31, 2007 to distribution.

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
14	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez (RT 0694-696)	F, U
15	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas (PLTF577-582)	F, H, P
16	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap (NAN_00234-236)	<i>None</i>
17	Rogich Defendants' Privilege Log (Depo Exh. 53) ¹	M
18	10/30/08 Purchase Agreement (NAN 000001-11)	<i>None</i>
19	10/30/08 Teld Membership Interest Purchase Agreement (NAN 000545-648)	F, R, U, A
20	10/30/08 Flangas Membership Interest Purchase Agreement (NAN 000649-751)	F, R, U, A
21	10/31/08 Purchase Agreement (NAN 000752-755)	F, H, R, A
22	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit	N, F, H, R, A
23	10/31/08 Nevada Title Company final document package (ELIADES000028-59)	F, H, R, A
24	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld (ELIADES000003-8)	F, R, A
25	10/30/08 Security Agreement — Flangas/Teld (ELIADES000009-16)	F, R, A
26	11/2008 Membership Interest Purchase Agreement — Flangas out (ELIADES0000017-27)	F, R, A
27	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich (EH000001-7)	F, R

¹ While Plaintiff references Rogich Defendants' Privilege Log as Depo Exhibit No. 53, such Depo Exhibit is Sig Rogich as Trustee of Rogich Family Irrevocable Trust Responses to Plaintiff's (Huerta) First Set of Requests for Production documents. It is unclear which document Plaintiff is intending to use and, therefore, Defendants object to the use of either Exhibit on the grounds mentioned above.

1	EXHIBIT	DESCRIPTION	OBJECTIONS
2	NO.		
3	28	10/30/08 \$600,000 Promissory Note — Rogich/Teld (ELIADES000067-75)	F, R, A
4	29	10/30/08 Membership Interest Assignment Agreement — Teld/Rogich (ELIADES000060-66)	F, R, A
5	30	6/25/09 Unanimous Written Consent of the Managers of Eldorado Hills LLC (RT 2207)	<i>None</i>
6	31	6/25/09 \$10,300,035 Promissory Note — Eldorado Hills / Eliades (RT 2198-2206)	<i>None</i>
7	32	Operating Agreement for Eldorado Hills LLC (SR002367-2399; NAN_000511-544)	F, R, M, A as to NAN_000511-544; <i>None as to</i> SR002367-2399
8	33	Amended and Restate Operating Agreement of Eldorado Hills, LLC (NAN_000193-205)	F, R, A
9	34	First Amendment to Amended and Restated Operating Agreement of Eldorado Hills, LLC (EH000105-107)	<i>None</i>
10	35	8/3-6/12 Email string between John Spilotro, Melissa Olivas, Kenneth Woloson, (NAN_000348-352; SR002361-2365)	F, H, R, M, A, P as to NAN_000348-352; P as to SR002361-2365
11	36	1/1/12 Membership Interest Assignment Agreement (EH000008-13; RT092-97)	F, R, M
12	37	8/10/12 Peter Eliades Check No. 7316 for \$682,080 payable to the Rogich 2004 Family Irrevocable Trust (SR002356)	<i>None</i>
13	38	8/15/12 The Rogich 2004 Family Irrevocable Trust Check No. 2565 for \$682,080 payable to Peter Eliades (SR002357)	<i>None</i>
14	39	1/1/12 Satisfaction of Promissory Note and Release of Security — Teld/Rogich (ELIADES000001)	F, R, A
15	40	2/22/18 Declaration of Sigmund Rogich	F, R, D
16	41	11/4/16 Complaint	<i>None</i>
17	42	1/23/18 Defendants' First Amended Answer to Complaint	<i>None</i>
18	43	1/24/18 Substitution of Attorneys	R, P
19	44	8/21/14 Deposition Transcript of Sig Rogich	D

EXHIBIT NO.	DESCRIPTION	OBJECTIONS
45	5/24/18 Deposition Transcript of Sigmund Rogich	D
46	8/27/14 Deposition Transcript of Melissa Olivas	D
47	5/2/18 Deposition Transcript of Melissa Olivas	D
48	5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq.	D, P
49	5/25/18 Deposition Transcript of Peter Eliades	D
50	6/15/18 Deposition Transcript of Dolores Eliades	D
51	4/9/18 Nanyah Vegas, LLC's Supplement to Second Amended Answers to Defendants' First Set of Interrogatories	F, H, R, A, M
52	5/1/18 Discovery Commissioner's Report and Recommendation and Order approving	F, H, R, A, M, U, N
53	9/15/05 Email chain between Carlos Huerta, Sig Rogich, Melissa Olivas, Chris Cole re: Helen Ryu	F, H, R, A, M
54	1/23/18 Defendants First Supplemental Disclosure of Documents Pursuant to NRCP 16.1	F, H, R, A, M
55	Eldorado Hills, LLC General Ledger as of October 29, 2008 (RT0306-324)	F, H, R, A, M
56	NRS 86.286	<i>None</i>

(B)(2) – Documents Plaintiff may offer: Similar to its position on witnesses it may offer at trial, Plaintiff has indicated that it is “Unknown at this time” what documents it may offer if the need arises. NRCP 16.1(a)(3)(C) requires a party to provide “[a]n appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.” Defendants further object to the Plaintiff’s introduction of any surprise exhibits. If Plaintiff is allowed to introduce exhibits not previously disclosed in its Pre-Trial Disclosure, Defendants will suffer unnecessary prejudices from their inability to adequately prepare for such exhibits’ use

1 during trial. Should this Court allow Plaintiff to introduce any new exhibits not
2 disclosed in its Pre-Trial Disclosures, Defendants reserve the right to object on any
3 ground they deem appropriate, including but not limited to: **F, H, R, A, M, U, P, D** and
4 **N**.

5 **III.**

6 **RESERVATION**

7 Defendants reserve the right to supplement their objections prior to or at the time
8 of trial.

9 DATED this 5th day of April, 2019.

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

11
12 By: /s/ Brenoch R. Wirthlin
13 Samuel S. Lionel, Esq. (Bar No. 1766)
14 Brenoch Wirthlin, Esq. (Bar No. 10282)
15 300 S. Fourth Street, Suite 1400
16 Las Vegas, Nevada 89101
17 *Attorneys for Sigmund Rogich, Individually and as*
18 *Trustee of the Rogich Family Irrevocable Trust*
19 *and Imitations, LLC*
20
21
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1 **CERTIFICATE OF SERVICE**


2 I hereby certify that a copy of **OBJECTIONS TO NANYAH VEGAS, LLC'S PRE-**
3 **TRIAL DISCLOSURES** was served upon the following person(s) either by electronic
4 transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by
5 mailing a copy to their last known address, first class mail, postage prepaid for non-registered
6 users, on this 31st day of October, 2018 as follows:

7 Mark Simons, Esq.
8 6490 South McCarran Blvd., #20 [x] Via E-service
9 Reno, Nevada 89509 [] Via U.S. Mail (Not registered with
10 mark@mgsimonslaw.com CM/ECF Program)
11 *Attorney for Plaintiff Nanyah Vegas, LLC*

12 Charles E. ("CJ") Barnabi, Jr.
13 COHEN JOHNSON PARKER EDWARDS [x] Via E-service
14 375 E. Warm Springs Road, Suite 104 [] Via U.S. Mail (Not registered with
15 Las Vegas, NV 89119 CM/ECF Program)
16 cj@cohenjohnson.com
17 *Attorney for Plaintiffs Carlos Huerta*
18 *and Go Global*

19 Dennis Kennedy
20 Joseph Liebman [x] Via E-service
21 BAILEY ❖ KENNEDY [] Via U.S. Mail (Not registered with
22 8984 Spanish Ridge Avenue CM/ECF Program)
23 Las Vegas, NV 89148
24 DKennedy@BaileyKennedy.com
25 JLiebman@BaileyKennedy.com
26 *Attorneys for Defendants Pete Eliades,*
27 *Teld, LLC and Eldorado Hills, LLC*
28

23 /s/ Jon Linder
24 An employee of
25 **Fennemore Craig, P.C.**



JOIN

Samuel S. Lionel, Esq. (Bar No. 1766)
Brenoch Wirthlin, Esq. (Bar No. 10282)

FENNEMORE CRAIG, P.C.

300 S. Fourth Street, Suite 1400
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Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**SIGMUND ROGICH, INDIVIDUALLY
AND AS TRUSTEE OF THE ROGICH
FAMILY IRREVOCABLE TRUST AND
IMITATIONS, LLC'S JOINDER TO
ELDORADO HILLS, LLC'S
OBJECTIONS TO NANYAH VEGAS,
LLC'S 2ND SUPPLEMENTAL PRE-
TRIAL DISCLOSURES**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **SIGMUND ROGICH, INDIVIDUALLY AND AS TRUSTEE OF THE**
2 **ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS, LLC'S**
3 **JOINDER TO ELDORADO HILLS, LLC'S OBJECTIONS TO NANYAH**
 VEGAS, LLC'S 2ND SUPPLEMENTAL PRE-TRIAL DISCLOSURES

4 Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family
5 Irrevocable Trust and Imitations, LLC hereby join in Defendant Eldorado Hills, LLC's Objections
6 to Nanyah Vegas, LLC's 2nd Supplemental Pre-Trial Disclosures, e-served on April 9, 2019.

7 DATED April 10, 2019.

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

9 By: /s/ Brenoch R. Wirthlin

10 Samuel S. Lionel, Esq. (NV Bar No. 1766)
11 Brenoch Wirthlin, Esq. (Bar No. 10282)
12 300 South Fourth Street, Suite 1400
13 Las Vegas, Nevada 89101
14 Telephone: (702) 692-8000
15 Facsimile: (702) 692-8099
16 E-mail: slionel@fclaw.com

17 Attorneys for Sigmund Rogich, Individually and
18 as Trustee of The Rogich Family Irrevocable
19 Trust and Imitations, LLC
20
21
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of the **SIGMUND ROGICH, INDIVIDUALLY AND AS**
3 **TRUSTEE OF THE ROGICH FAMILY IRREVOCABLE TRUST AND IMITATIONS,**
4 **LLC'S JOINDER TO ELDORADO HILLS, LLC'S OBJECTIONS TO NANYAH VEGAS,**
5 **LLC'S 2ND SUPPLEMENTAL PRE-TRIAL DISCLOSURES** was served upon the following
6 person(s) by electronic transmission through the Wiznet system pursuant to NEFCR 9, NRCF
7 5(b) and EDCR 7.26, on April 10, 2019 as follows:

8
9 Mark Simons, Esq.
6490 South McCarran Blvd., #20 [x] Via E-service
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10 mark@mgsimonslaw.com
11 *Attorney for Plaintiff Nanyah Vegas, LLC*

12 Michael V. Cristalli
Janiece S. Marshall [x] Via E-service
13 GENTILE CRISTALLI MILLER ARMENI
SAVARESE
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14 Las Vegas, NV 89145
15 *Attorneys for Defendants Attorneys for Sig*
Rogich aka Sigmund Rogich as Trustee of
16 *The Rogich Family Irrevocable Trust*

17 Dennis Kennedy
Joseph Liebman [x] Via E-service
18 BAILEY ❖ KENNEDY
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Las Vegas, NV 89148
19 DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
20 *Attorneys for Defendants Pete Eliades,*
Teld, LLC and Eldorado Hills, LLC
21

22 /s/ Morganne Westover
23 An employee of **Fennemore Craig, P.C.**
24
25
26
27
28

BAILEY ♦ KENNEDY
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Attorneys for Defendant ELDORADO HILLS,
LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

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

Defendants.

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

**DEFENDANT ELDORADO HILLS,
LLC'S OBJECTIONS TO NANYAH
VEGAS, LLC'S 2nd SUPPLEMENTAL
PRE-TRIAL DISCLOSURES**

CONSOLIDATED WITH:

Case No. A-16-746239-C

Pursuant to Nevada Rule of Civil Procedure 16.1(a)(3), and due to the disclosure of additional trial exhibits and witnesses, Defendant Eldorado Hills, LLC (“Eldorado Hills”) hereby supplements (in bold) its prior objections to Nanyah Vegas, LLC’s (“Nanyah”) Pre-Trial Disclosures:

A. Objections to the Use of Depositions Under Rule 32(a):

As Nanyah has not disclosed any witnesses whose testimony is expected to be presented by deposition, Eldorado Hills has no objections at this time.

B. Objection to the Admissibility of Potential Exhibits:

See Exhibit 1.

Eldorado Hills also reserves any and all objections under NRS 48.025 and NRS 48.035. Eldorado Hills reserves the right to supplement its objections.

Additionally, Eldorado Hills objects to the disclosure of Joseph A. Liebman as a witness. Nanyah has never disclosed Mr. Liebman as a potential witness during the pendency of this case. Further, Nanyah has never disclosed the subject matter of Mr. Liebman’s anticipated testimony. Finally, considering that Mr. Liebman is counsel of record for Eldorado Hills, Nanyah must meet the burden set forth by the Nevada Supreme Court in *Club Vista Financial Servs. v. Dist. Ct.*, 128 Nev. 224, 276 P.3d 246 (2012).

DATED this 9th day of April, 2019.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman

DENNIS L. KENNEDY

JOSEPH A. LIEBMAN

Attorneys for Defendant ELDORADO
HILLS, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 9th day of April, 2019, service of the foregoing **DEFENDANT ELDORADO HILLS, LLC's OBJECTIONS TO NANYAH VEGAS, LLC'S 2nd SUPPLEMENTAL PRE-TRIAL DISCLOSURES** 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 HALL JOHNSTON PC
6490 S. McCarran Blvd., Suite F-46
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NANYAH VEGAS, LLC

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Attorneys for Defendant
SIG ROGICH aka SIGMUND
ROGICH, Individually and as
Trustee of THE ROGICH FAMILY
IRREVOCABLE TRUST, and
IMITATIONS, LLC

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JANIECE S. MARSHALL
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Attorneys for Defendants
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

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
1	N/A	10/5/18 Order	Hearsay, Relevancy, Undisclosed document
2	RT0616-623	Project Information	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
3	PLTF0032	12/31/07 Nevada State Bank Statement for Eldorado Hills	Hearsay, Authenticity, Foundation, Incomplete Document
4	PLTF547-574; RT 306-324	Eldorado Hills, LLC's General Ledger	Authenticity, Foundation, NRS 48.035, two separate documents
5	SR0002334-2360	Eldorado Hills General Ledger - All Transactions	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
6	RT 0583	5125107 Business Purpose Affidavit of Carlos Huerta, Manager	Hearsay, Relevancy, Authenticity, Foundation
7	RT 0438-442	6/12/08 Carlos Huerta email to Melissa Olivas	Authenticity, Foundation, two separate documents

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
8	RT 0449	6/13/08 Carlos Huerta letter to Terri at Pulaski Bank	Hearsay, Relevancy, Authenticity, Foundation
9	RT 0463	6/24/08 Carlos Huerta letter to FDIC as receiver for ANB Financial	Hearsay, Relevancy, Authenticity, Foundation
10	RT 0513	10/14/08 Sigmund Rogich letter to Leroy Land at Qfinancial	Hearsay, Relevancy, Authenticity, Foundation
11	RT 0624-625	10/17-23/08 Email string between Robin Greco, Melissa Olivas, and Valerie Bussey	Hearsay, Relevancy, Authenticity, Foundation, Incomplete Document
12	RT0156-157	10/24/08 Email from Carlos Huerta to Melissa Olivas and Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation
13	PLTF575	Go Global Capital Contributions into Eldorado Hills	No objections.
14	RT0694-696	10/27-28/08 Email string between Summer Rellamas, Melissa Olivas, Carlos Huerta, Pat Sanchez	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
15	PLTF577-582 (can't find document)	10/24-25/08 Email string between Kenneth Woloson, Melissa Olivas, Carlos Huerta, Summer Rellamas	Hearsay, Relevancy, Authenticity, Foundation
16	NAN_00234-236	6/3-8/07 Email string between Carlos Huerta and Yoav Harlap	Hearsay, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
17	Depo Ex. 53 (not a privilege log)	Rogich Defendants' Privilege Log	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
18	NAN_000001-11	10/30/08 Purchase Agreement	No objections.
19	NAN_000545-648	10/30/08 Teld Membership Interest Purchase Agreement	No objections.
20	NAN_000649-751	10/30/08 Flangas Membership Interest Purchase Agreement	Hearsay, Relevancy, Authenticity, Foundation
21	NAN-000752-755	10/31/08 Purchase Agreement	Hearsay, Relevancy, Authenticity, Foundation
22	No bates number?	10/30/08 Nevada Title Company, TELD, LLC \$6 million deposit	Hearsay, Relevancy, Authenticity, Foundation
23	ELIADES0000028-59	10/31/08 Nevada Title Company final document package	Hearsay, Relevancy, Authenticity, Foundation
24	ELIADES0000003-8	10/30/08 Secured Promissory Note - \$3 million from Flangas/Teld	Hearsay, Relevancy, Authenticity, Foundation
25	ELIADES0000009-16	10/30/08 Security Agreement - Flangas/Teld	Hearsay, Relevancy, Authenticity, Foundation
26	ELIADES00000017-27	11/2008 Membership Interest Purchase Agreement - Flangas out	Hearsay, Relevancy, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
27	EH000001-7	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
28	ELIADES000067-75	10/30/08 \$600,000 Promissory Note - Rogich/Teld	Hearsay, Relevancy, Authenticity, Foundation
29	ELIADES000060-66	10/30/08 Membership Interest Assignment Agreement - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
30	RT2207	6/25/09 Unanimous Written Consent of the Managers of Eldorado Hills LLC	No objections.
31	RT2198-2206	6125109 \$10,300,035 Promissory Note - Eldorado Hills/Eliades	No objections.
32	NAN_000511-544	Operating Agreement for Eldorado Hills LLC	No objections.
33	NAN_000193-205	Amended and Restate Operating Agreement of Eldorado Hills, LLC	No objections.
34	EH000105-107	First Amendment to Amended and Restated Operating Agreement of Eldorado Hills, LLC	No objections.
35	NAN_000348-352; SR 002361-2365	8/3-6/12 Email string between John Spilotro, Melissa Olivas, Kenneth Woloson	Hearsay, Relevancy, Authenticity, Foundation
36	EH000008-13; RT092-97	1/1/12 Membership Interest Assignment Agreement	Hearsay, Relevancy, Authenticity, Foundation
37	SR002356	8/10/12 Peter Eliades Check No. 7316 for \$682,080 payable to the Rogich 2004 Family Irrevocable Trust	Hearsay, Relevancy, Authenticity, Foundation
38	SR002357	8/15/12 The Rogich 2004 Family Irrevocable Trust Check No. 2565 for \$682,080 payable to Peter Eliades	Hearsay, Relevancy, Authenticity, Foundation

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
39	ELIADES00000001	1/1/12 Satisfaction of Promissory Note and Release of Security - Teld/Rogich	Hearsay, Relevancy, Authenticity, Foundation
40		2/22/18 Declaration of Sigmund Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
41		11/4/16 Complaint	Hearsay, Authenticity, Foundation, Undisclosed document
42		1/23/18 Defendants' First Amended Answer to Complaint	Hearsay, Authenticity, Foundation, Undisclosed document
43		1/24/18 Substitution of Attorneys	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
44		8/21/14 Deposition of Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
45		5/24/2018 Deposition of Sigmund Rogich	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
46		8/27/14 Deposition of Melissa Olivas	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
47		5/2/18 Deposition Transcript of Melissa Olivas	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
48		5/17/18 Deposition Transcript of Kenneth A. Woloson, Esq.	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
49		5/25/18 Deposition Transcript of Peter Eliades	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document

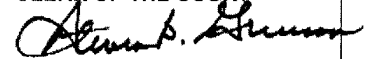
Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
50		6/15/18 Deposition Transcript of Dolores Eliades	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document
51		4/9/18 Nanyah Vegas, LLC's Supplement to Second Amended Answers to Defendants' First Set of Interrogatories	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035, No Verification
52		5/1/18 Discovery Commissioner's Report and Recommendation and Order approving	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035
53		9/15/05 Email chain between Carlos Huerta, Sig Rogich, Melissa Olivas, Chris Cole re: Helen Ryu (RT0300-305)	Hearsay, Relevancy, Authenticity, Foundation
54		1/23/18 Defendants First Supplemental Disclosure of Documents Pursuant to NRCp 16.1	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035, Multiple documents
55		Eldorado Hills, LLC General Ledger as of October 29, 2008 (RT0306-324)	Hearsay, Relevancy, Authenticity, Foundation, NRS 48.035

Exhibit 1 - Objections to Nanyah Vegas, LLC's Trial Exhibits

Exhibit No.	Bates No.	Description	Objections
56		NRS 86.286	Hearsay, Relevancy, Authenticity, Foundation, Undisclosed document, NRS 48.035
57		Rogich Declaration dated February 25, 2019	Hearsay, Relevancy, Authenticity, Foundation
58	SR2679-2680	November 7, 2012 Letter to Sig Rogich	Hearsay, Relevancy, Authenticity, Foundation

EXHIBIT 2-B



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

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

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

Defendants.

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CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**OBJECTIONS TO ELDORADO
HILLS, LLC'S PRE-TRIAL
DISCLOSURES**

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

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The foregoing letters are listed below as necessary to preserve objections to each exhibit identified below:

BATES STAMP NOS.	OBJECTIONS
PLTF881	H, F, P, A
PLTF0577-582	H, F, P, A
SR100-105	H, F, P, A
PLTF1177	H, F, P, A
SR002679-2680	H, F
PLTF1184	A, H, F
PLTF547-574	A
PLTFS0026-29	H, F, A, U
PLTF887	H, F, A
PLTF857	H, F, P, A
PLTF882	H, F, P, A
PLTF883-885	H, F, P, A
PLTF1179	H, F, P, A
PLTF1170	H, F, P, A
PLTF575	F, H, A, U; Additional Objections: Undated spreadsheet. December 14, 2007 is the date of consulting fee paid to Go Global and Exhibit 4 (Page 22) shows reclassification on December 31, 2007 to distribution.
PLTF0057	U, H, F, R
PLTF0873-876	A, R, H, F
PLTF0851-854	A, R, H, F
PLTF0877-880	A, R, H, F
PLTF0030	H, F, R, A
SR002356	A, H, F
SR002357	A, H, F
SR002047-2048	H, R
SR002361-2365	P, F, R, H, A
NAN_000303-306	H, A, F
NAN_000312- NAN_000314	F, H, R, A
NAN_000353- NAN_000355	F, H, R, A
NAN_000362- NAN_000364	F, H, R, A
Gerety_0014 – Gerety_0033	F, H, R, A

<i>BATES STAMP NOS.</i>	<i>OBJECTIONS</i>
BRADSHAW_0033 – BRADSHAW_0036	F, H, R, A
NV Title_0236- NV Title_0238	F, H, R, A
NV Title_0407- NV Title_0409	F, H, R, A
NV Title_0414-	F, H, R, A
NV Title_0410- NV Title_0413	F, H, R, A
NAN_000447	F, H, R, A
NAN_000453	F, H, R, A
NAN_000752- NAN_000755	F, H, R, A
RT 0349 – RT 0362	F, H, R, A
RT 0363 – RT 0407	F, H, R, A
RT 0604 – RT 0605	F, H, R, A
RT 0697 - RT 0700	F, H, R, A
RT 0999 – RT 1010	F, H, R, A, AP
RT 1578 – RT 2192	F, H, R, A
RT 2198 – RT 2207	F, H, R, A
RT 2208 – RT 2247	F, H, R, A
RT 2248 – RT 2287	F, H, R, A
RT 2288 – RT 2330	F, H, R, A
RT 2331 – RT 2373	F, H, R, A
RT 2374 – RT 2421	F, H, R, A
RT 2422 – RT 2453	F, H, R, A
RT 2454 – RT 2494	F, H, R, A
RT 2495 – RT 2530	F, H, R, A
RT 2791 – RT 2801	F, H, R, A
HUERTA 000635 – HUERTA 000636	F, H, R, A
ELIADES000003 – ELIADES000016	F, H, R, A
ELIADES000017 – ELIADES000027	F, H, R, A
August 13, 2014 Declaration of Carlos A. Huerta in Support of Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment	F, H, R, A

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II.

RESERVATION

Defendants reserve the right to supplement their objections prior to or at the time of trial.

DATED this 5th day of April, 2019.

FENNEMORE CRAIG, P.C.

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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that a copy of **OBJECTIONS TO ELDORADO HILLS, LLC'S PRE-**
3 **TRIAL DISCLOSURES** was served upon the following person(s) either by electronic
4 transmission through the Wiznet system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by
5 mailing a copy to their last known address, first class mail, postage prepaid for non-registered
6 users, on this 31st day of October, 2018 as follows:

7 Mark Simons, Esq.
8 6490 South McCarran Blvd., #20 [x] Via E-service
9 Reno, Nevada 89509 [] Via U.S. Mail (Not registered with
10 mark@mgsimonslaw.com CM/ECF Program)
11 *Attorney for Plaintiff Nanyah Vegas, LLC*

12 Charles E. ("CJ") Barnabi, Jr.
13 COHEN JOHNSON PARKER EDWARDS [x] Via E-service
14 375 E. Warm Springs Road, Suite 104 [] Via U.S. Mail (Not registered with
15 Las Vegas, NV 89119 CM/ECF Program)
16 cj@cohenjohnson.com
17 *Attorney for Plaintiffs Carlos Huerta*
18 *and Go Global*

19 Dennis Kennedy
20 Joseph Liebman [x] Via E-service
21 BAILEY ❖ KENNEDY [] Via U.S. Mail (Not registered with
22 8984 Spanish Ridge Avenue CM/ECF Program)
23 Las Vegas, NV 89148
24 DKennedy@BaileyKennedy.com
25 JLiebman@BaileyKennedy.com
26 *Attorneys for Defendants Pete Eliades,*
27 *Teld, LLC and Eldorado Hills, LLC*
28

23 /s/ Jon Linder
24 An employee of
25 **Fennemore Craig, P.C.**
26
27
28

EXHIBIT 3

SIMONS HALL JOHNSTON PC

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

April 15, 2019

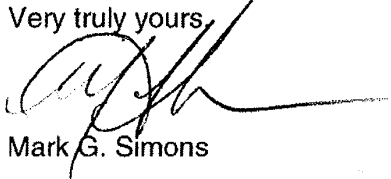
VIA EMAIL: slionel@fclaw.com
and bwirthlin@fclaw.com
Samuel S. Lionel, esq.
Brenoch Wirthlin, Esq.
Fennemore Craig, P.C.
300 S. Fourth Street, Ste. 1400
Las Vegas, NV 89101

RE: Nanyah Vegas, LLC v. TELD, LLC, et al.

Dear Counsel:

Can you please provide me with the names and addresses of the current known beneficiaries of The Rogich Family Irrevocable Trust (the "Rogich Trust")? Also, if the Rogich 2004 Family Irrevocable Trust is different than the Rogich Trust, please provide me with the names and addresses of the current known beneficiaries of the Rogich 2004 Family Irrevocable Trust.

Very truly yours,



Mark G. Simons

MGS/ja

JA_006592

EXHIBIT 4

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 24th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert ~~H.~~ Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert ~~H.~~ Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as **Exhibit "B"** and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth ($1/6^{\text{th}}$) ownership interest in the Company from Seller, and concurrently acquire a one-sixth ($1/6^{\text{th}}$) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half ($1/2$) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Buyer – one-third (1/3rd).
- b. Teld – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in **Exhibit "D"** and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

- a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as **Exhibit "E"** and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which

Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

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under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

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(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ('ACT') OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "F" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Albert agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Albert individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Albert shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy 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 (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carolos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. 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.

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

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
c/o Albert E. Flangas
7385 Laredo
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

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b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, 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 parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

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f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. 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.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

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l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

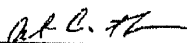
n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.

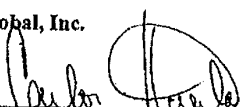
"BUYER"

Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005


By: Albert ~~A.~~ Flangas, on behalf of the
Albert ~~A.~~ Flangas Revocable Living Trust
u/a/d July 22, 2005

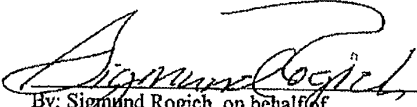

Albert ~~A.~~ Flangas, as an individual

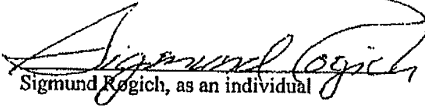
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT 5

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as **Exhibit "B"** and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth (1/6th) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth (1/6th) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

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G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in

this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Purchaser – one-third (1/3rd).
- b. Flangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

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(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

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(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

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Membership number
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(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("ACT") OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

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(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as **Exhibit "F"** and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

7. Closing. The closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement and the delivery:

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

a. By execution of this Agreement, Seller, Sig and Carlos each consent to the foregoing sale of the Membership Interest to Buyer, and further consent to the Company's issuance of an additional one-sixth (1/6th) ownership interest in the Company pursuant to the Subscription Agreement.

b. Sig and Pete agree to request of Lender that the outstanding guaranty of the loan by Carlos (the "Carlos Guaranty") will be released and that Buyer and/or Pete individually, along with Sig (who already is a guarantor of the Existing Loan) shall become guarantors in lieu of Carlos. If such request is not granted, then Seller, Sig, Buyer and Pete shall indemnify and hold Carlos harmless from and against his obligations pursuant to the Carlos Guaranty.

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy 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 (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

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g. Go Global and Carlos hereby resign from any and all managerial or officieral positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "II" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

h. 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 Rogisch 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.

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

shall be null and void, and all moneys paid by Teld, LLC and the Flangas Trust shall be returned to those parties.

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, 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 parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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He
30 Oct 2008
17 Oct 27

h. 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.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

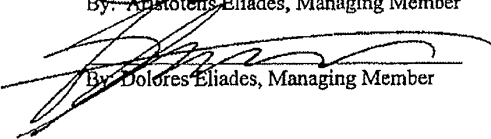
with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.


n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year above-written.


"BUYER"
Teld, LLC

By: 
Aristotels Eliades, Managing Member

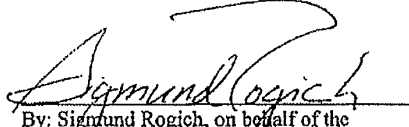
By: 
Dolores Eliades, Managing Member

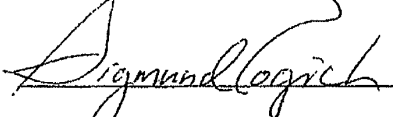

Peter Eliades, as an individual

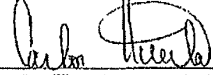
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"
The Rogich Family Irrevocable Trust

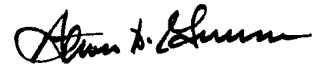
By: 
Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual


Carlos Huerta, as an individual

OK
5h
JED LLC
Managing Member
30 Oct 2008
19 Oct 27

EXHIBIT 6



CLERK OF THE COURT

COMP
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ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
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Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7941
Email: msimons@rbsllaw.com

Attorneys for Nanyah Vegas, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

NANYAH VEGAS, LLC, a Nevada limited
liability company,

CASE NO.: A-16-746239-C

DEPT. NO.: III

Plaintiff,

v.

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

Defendants.

COMPLAINT

1. Plaintiff, Nanyah Vegas, LLC is a Nevada limited liability company
("Nanyah").

2. Defendant TELD, LLC is, and was at all times relevant hereto, a Nevada
limited liability company ("Teld").

3. Defendant Peter Eliades is an individual who is believed to be a resident
of the State of Nevada ("Peter Eliades").

4. Defendant Peter Eliadas is the Trustee of the The Eliades Survivor Trust
of 10/30/08 (the "Eliades Trust").

1 5. Defendant Sigmund Rogich is an individual who is believed to be a
2 resident of the State of Nevada ("Sigmund Rogich").

3 6. Defendant Sigmund Rogich is the Trustee of The Rogich Family
4 Irrevocable Trust ("Rogich Trust").

5 7. Defendant Imitations, LLC is, and was at all times relevant hereto, a
6 Nevada limited liability company ("Imitations").

7 8. Plaintiff does not know the true names and capacities of defendants sued
8 herein as DOES 1 through 10, inclusive, and therefore sues these defendants by
9 fictitious names. Plaintiff is informed and believes, and thereon alleges, that each of
10 these fictitiously named defendants is responsible in some actionable manner for the
11 damages herein alleged. Plaintiff requests leave of Court to amend its Complaint to
12 name the defendants specifically when their identities become known.

13 **I. GENERAL ALLEGATIONS.**

14 **A. FORMATION AND OPERATION OF ELDORADO HILLS, LLC.**

15 9. Eldorado Hills, LLC ("Eldorado") was an entity formed in September, 2005,
16 for the purpose of owning and developing land in Clark County, Nevada, made up of
17 161.93 acres, several buildings and a functioning gun club and shooting range
18 commonly known as 12801 South U.S. Highway 95 and identified as Assessor Parcel
19 Number 189-11-002-001 (the "Property").

20 10. Go Global, Inc. ("Go Global") and Rogich Trust were originally 50%-50%
21 members in Eldorado.

22 11. In order to acquire the Property, Eldorado obtained institutional financing
23 in the amount of \$21 million dollars (the "Loan").

24 12. Eldorado relied on its two members to pay the monthly Loan payments
25 requiring Go Global and Rogich Trust to contribute additional funds to Eldorado, which
26 in turn Eldorado would use to pay the monthly Loan payment. In addition, funds
27 contributed would be applied and used towards development costs as the project was
28 being designed as an industrial park.

1 13. Commencing in or about 2006, Rogich Trust was experiencing financial
2 difficulties which caused Rogich Trust to be unable to contribute further funds to
3 Eldorado for payment of Eldorado's monthly Loan payments.

4 14. Accordingly, commencing in or about 2006, with the knowledge, approval
5 and consent of Rogich Trust, Go Global began funding Eldorado's monthly Loan
6 payments with the further knowledge, consent and agreement that Eldorado would
7 repay Go Global's advances.

8 15. In or about 2007, Go Global and Rogich Trust agreed that Go Global
9 would seek additional investors to invest in Eldorado, and in turn, Eldorado could use
10 such invested funds for repayment of Go Global's advances and to assist Eldorado to
11 make future debt service obligations and for future development of the Property.

12 16. In reliance on Rogich Trust's approval, consent and knowledge, Go Global
13 solicited and obtained the following investments into Eldorado:

- | | | |
|----|---|-------------|
| 14 | a. Nanyah | \$1,500,000 |
| 15 | b. Antonio Nevada ("Antonio") | \$3,360,000 |
| 16 | c. Ray Family Trust ("Ray") | \$283,561 |
| 17 | d. Eddyline Investments, LLC ("Eddyline") | \$50,000 |

18 17. After receipt of Nanyah's investment, with the full knowledge, consent and
19 agreement of Rogich Trust, in or about December 2007, Eldorado used a majority of the
20 \$1.5 million invested to repay Go Global the amounts Go Global had single-handedly
21 advanced on behalf of Eldorado.

22 18. Nanyah was an entity specifically formed for the purpose of investing in
23 Eldorado.

24 19. Rogich Trust was at all times fully informed and approved the foregoing
25 transactions.

26 20. Although Eldorado received the foregoing investments from Nanyah,
27 Antonio, Ray, Eddyline, Eldorado failed to properly issue membership interests
28 reflective of such investments to Nanyah and Antonio. Nanyah is informed and believes

1 that Eldorado subsequently recognized Ray and Eddyline as members of Eldorado with
2 ownership interests. Eldorado subsequently paid Antonio all amounts due to it for its
3 investment into Eldorado. Eldorado has, however, refused to honor Nanyah's
4 ownership interest in Eldorado necessitating this action.

5 **B. OCTOBER, 2008 TRANSACTION BETWEEN GO GLOBAL AND**
6 **ROGICH TRUST.**

7 21. In or about October, 2008, Eldorado was in default under the Loan.

8 22. Go Global agreed to sell its interest in Eldorado to Rogich Trust and
9 Rogich Trust in turn agreed to resell Go Global's interest in addition to part of its interest
10 in Eldorado to new parties interested in investing in Eldorado.

11 23. Accordingly, on or about October 30, 2008, Go Global and Rogich Trust
12 entered into a Purchase Agreement whereby Rogich Trust agreed to acquire Go
13 Global's membership interest in Eldorado (the "Purchase Agreement").

14 24. The Purchase Agreement's terms accurately reflected that Go Global's
15 interest in Eldorado, which Rogich Trust was acquiring, was not yet determined due to
16 the dilution of the parties' original 50% interests based upon the additional investments
17 made by Nanyah, Antonio, Ray and Eddyline. *Id.*, Recitals, A.

18 25. In addition, in entering into the Purchase Agreement, Rogich Trust
19 intended and agreed to be fully responsible for repayment of Nanyah's, Antonio's, Ray's
20 and Eddyline's investments in Eldorado. *Id.*

21 26. Rogich Trust affirmed, represented and covenanted that it would confirm
22 the membership interests of Nanyah, Antonio, Ray and Eddyline in Eldorado or convert
23 such interests into non-interest bearing debt. *Id.*

24 27. Rogich Trust agreed that Nanyah's, Antonio's, Ray's and Eddyline's
25 membership interests in Eldorado would not be subject to any capital calls. *Id.*

26 28. Rogich Trust also agreed that recognition of Nanyah's, Antonio's, Ray's
27 and Eddyline's membership interest in Eldorado would be established from Rogich
28 Trust's interest in Eldorado. *Id.*

1 29. Go Global also represented and warranted that Nanyah's, Antonio's,
2 Ray's and Eddyline's investments in Eldorado, identified in the Purchase Agreement at
3 Exhibit A, were accurate and that Go Global agreed to indemnify Rogich Trust for any
4 claims over and above the listed amounts for these investors. *Id.*, ¶4.

5 30. Go Global also warranted that its membership interest was subject to the
6 claims by Nanyah, Antonio, Ray and Eddyline for their membership interest in Eldorado
7 and/or encumbered for the repayment of their investment. *Id.*

8 31. Pursuant to the Purchase Agreement, Go Global was relieved of any
9 obligation and/or repayment to Nanyah, Antonio, Ray and Eddyline and Rogich Trust
10 agreed to accept full responsibility for said obligations. *Id.*

11 32. Rogich Trust also agreed and covenanted that the obligations owed to
12 Nanyah, Antonio, Ray and Eddyline would all survive the closing of the transaction
13 whereby Go Global transferred its membership interest to Rogich Trust. *Id.* ¶6(d).

14 33. The Purchase Agreement also provides that a prevailing party is entitled
15 to recover of all of its attorneys' fees and costs. *Id.* ¶7(d).

16 34. Nanyah is a specifically identified third-party beneficiary under the
17 Purchase Agreement.

18 35. The Purchase Agreement also acknowledged that as part of Rogich
19 Trust's acquisition of Go Global's membership interest in Eldorado, and as part of its
20 obligation to document their membership interests and/or repay Nanyah, Antonio, Ray
21 and Eddyline for their investments, Rogich Trust was reselling part of Eldorado's
22 membership interest to the following entities:

23 a. TELD, LLC ("Teld"); and

24 b. Albert E. Flangas Revocable Living Trust dated July 22nd 2005
25 ("Flangas").

26 *Id.* ¶5.

27 36. Go Global agreed to sell its interest in Eldorado to Rogich Trust for the
28 price of \$2,747,729.50 in addition to Rogich Trust's representations and promises to

1 accept full liability to honor the membership interests of Nanyah, Antonio, Ray and
2 Eddyline and/or to repay the investments made by these entities into Eldorado.

3 37. The Purchase Agreement also provided that "time is of the essence"
4 regarding compliance with the agreement's provisions. *Id.* ¶17(n).

5 **C. OCTOBER, 2008 TRANSACTIONS BETWEEN ROGICH TRUST, TELD**
6 **AND FLANGAS.**

7 38. Contemporaneously with the execution of the Purchase Agreement, on or
8 about October 30, 2009, Rogich Trust entered into a Membership Interest Purchase
9 Agreement with Teld (the "Teld Agreement").

10 39. Sigmund Rogich was a party to the Teld Agreement.

11 40. Peter Eliades was a party to the Teld Agreement.

12 41. Go Global was also a party to the Teld Agreement for the purpose of,
13 among other things, "consenting" to the transaction.

14 42. Contemporaneously with the execution of the Purchase Agreement and
15 the Teld Agreement, on or about October 30, 2008, Rogich Trust also entered into a
16 Membership Interest Purchase Agreement with Flangas (the "Flangas Agreement").

17 43. Sigmund Rogich was also a party to the Flangas Agreement.

18 44. Go Global was also a party to the Flangas Agreement for the purpose of,
19 among other things, "consenting" to the transaction.

20 45. Given that the terms of the Teld Agreement and the Flangas Agreement
21 are virtually identical, these membership purchase agreements will jointly be referred to
22 hereafter as the "Membership Agreements" unless otherwise specified.

23 46. The Membership Agreements document that the Loan required a principal
24 reduction payment of \$4,321,718.82 and a payment of \$678,281.68 as and for accrued
25 interest. *Id.* Recital C.

26 47. The Membership Agreements specifically reference the interests of
27 Nanyah, Antonio, Ray and Eddyline in Eldorado and state that Rogich Trust is
28 concurrently acquiring the ownership interests of these entities—which are included

1 within Go Global's membership interest in Eldorado. *Id.* Recital F.

2 48. Pursuant to the terms of the Membership agreements, Rogich Trust was
3 selling to Teld and to Flangas each 1/6th interest in Eldorado. *Id.* Recital D.

4 49. In addition, Rogich Trust entered into a Subscription Agreement with Teld
5 and with Flangas by which each entity also acquired another 1/6th interest in Eldorado.
6 *Id.* Recital E. The Subscription Agreement is incorporated as Exhibit C to the
7 Membership Agreements. *Id.*

8 50. Nowhere in the Purchase Agreement or Membership Agreements does
9 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as
10 part of these transactions Flangas was buying Go Global's interest then concurrently
11 reselling this interest back to Teld with a portion going to Rogich Trust.

12 51. Nowhere in the Purchase Agreement or Membership Agreements does
13 Rogich Trust, Sigmund Rogich, Teld or Peter Eliades represent to Go Global that as
14 part of these transactions Teld is reselling 6.67% of its interest acquired from Flangas
15 back to Rogich Trust and/or allegedly "loaning" Rogich Trust \$600,000 to acquire Go
16 Global's interest via transfer to Flangas, then by transfer to Teld, then by ultimate
17 transfer to the Rogich Trust.

18 52. Both Membership Agreements cross-reference the contemporaneous
19 agreements. *Id.*, Recital G.

20 53. The Membership Agreements also incorporate and adopt the Amended
21 and Restated Operating Agreement for Eldorado. *Id.* Recital I.

22 54. The Amended and Restated Operating Agreement for Eldorado is
23 attached as Exhibit I to the Membership Agreements. *Id.*

24 55. Accordingly, upon the disclosed information contained in the Purchase
25 Agreement and Membership Agreements, Rogich Trust was acquiring Go Global's
26 membership interest (which interest was subject to a right of a membership interest
27 and/or repayment of debt for Nanyah, Antonio, Ray and Eddyline) and Rogich Trust was
28 contemporaneously reselling this encumbered membership interest to Teld and Flangas

1 and Eldorado was issuing new 1/6th membership interests to Teld and Flangas.

2 56. Therefore, based upon the terms of the Membership Agreements, upon
3 the close of the transactions, the ownership of Eldorado was documented as follows:

- 4 a. Rogich Trust 1/3rd;
5 b. Teld 1/3rd; and
6 c. Flangas 1/3rd.

7 *Id.* ¶3.

8 57. Further, Rogich Trust's 1/3rd interest was specifically subject to the rights
9 of all the investors for whom Rogich Trust had already assumed responsibility to repay,
10 i.e., Nanyah, Antonio, Ray and Eddyline. *Id.* ¶3(c).

11 58. Rogich Trust specifically affirmed the following representations in the
12 Membership Agreements:

- 13 a. that Rogich Trust's interest in Eldorado was subject to the rights of
14 Nanyah, Antonio, Ray and Eddyline; and
15 b. the amounts owed to Nanyah, Antonio, Ray and Eddyline were all
16 accurately identified in Exhibit D to the Membership Agreements.

17 *Id.* ¶4.

18 59. Exhibit D to the Membership Agreements then states in concise detail the
19 following:

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

24 *Id.*, Membership Agreements, Exh. D (emphasis added).

25 60. Exhibit D to the Membership Agreements also detailed Nanyah's,
26 Antonio's, Ray's and Eddyline's financial investments into Eldorado.

27 61. Section 8 of the Membership Agreement, which was specifically
28 referenced in Exhibit D, also states the following with regard to Rogich Trust's
obligations to Nanyah and the other investors as follows:

1 Seller [Rogich Trust] shall defend, indemnify and hold Buyer
2 harmless from any and all the claims of Eddyline . . . Ray . . . Nanyah . . .
3 and Antonio, **each of whom invested or otherwise advanced the**
4 **funds, plus certain possible claimed accrued interest.**

5 *Id.* ¶8(c) (emphasis added).

6 62. Rogich Trust, Teld and Flangas all agreed that the Amended and
7 Restated Operating Agreement for Eldorado became enforceable and effective upon
8 the closing of the transactions. *Id.* ¶6.

9 63. Conclusively demonstrating that Rogich Trust's membership interest was
10 subject to Nanyah's and the other investor's interests, the Amended and Restated
11 Operating Agreement specifically called out that Rogich Trust's membership interest in
12 Eldorado was "subject to certain possible dilution or other indemnification
13 responsibilities assumed by the Rogich Trust in the Purchase Agreements." *Id.* at ¶B.

14 **D. ROGICH TRUST'S ACQUISITION OF FLANGAS' INTEREST IN**
15 **ELDORADO.**

16 64. Sometime during the later part of 2008 and/or contemporaneously with the
17 execution of the Purchase Agreements and Membership Agreements, Nanyah is
18 informed and believes that Flangas, Rogich Trust, Sigmund Rogich, Teld and Pete
19 Eliades agreed that Flangas would cease being a member in Eldorado and would sell
20 its 33 1/3rd interest in Eldorado to Teld and to the Rogich Trust.

21 65. In 2008, Eliadas purportedly loaned Rogich Trust the amount of \$600,000
22 for Rogich Trust to acquire 6.67% interest in Eldorado from Flangas.

23 66. Of note, this transaction evidenced that 1% of Eldorado was equivalent to
24 approximately \$100,000. As discussed later herein, Rogich Trust wrongfully transfers
25 its 40% interest in Eldorado (valued at \$4 million) to Teld for the alleged repayment of
26 Rogich Trust's \$600,000 note. In this fashion, Rogich Trust and Teld, along with their
27 principals, wrongfully conspired to transfer \$3.4 million worth of value from Rogich to
28 Teld to avoid recognizing Nanyah's interest in Eldorado and/or to avoid repaying
Eldorado its investment in Eldorado.

1 67. As part of the foregoing transaction, Nanyah is informed and believes that
2 Flangas transferred its remaining interest in Eldorado to Teld.

3 68. Accordingly, as of approximately the end of 2008, Rogich Trust held a
4 40% membership interest in Eldorado and this membership interest was subject to
5 Nanyah's membership interest claim and/or repayment of Nanyah's investment.

6 69. Nanyah was never informed of the foregoing transactions between Rogich
7 Trust, Teld and Flangas.

8 **E. TELD'S ACQUISITION OF ROGICH TRUST'S 40% INTEREST IN**
9 **ELDORADO.**

10 70. Based upon information and belief, on about August or September of
11 2012, Teld and Rogich Trust entered into a new agreement whereby Rogich Trust
12 agreed to forfeit its 40% membership interest in Eldorado allegedly in exchange for the
13 sum of \$682,000 to the Eliades Trust (the "Eliades Trust Acquisition"). Nanyah is
14 informed and believes these documents were backdated to January 1, 2012, for some
15 reason that it is not yet known to Nanyah.

16 71. Nanyah is informed and believes that Pete Eliades and/or Teld is the
17 grantor, Trustee and/or beneficiary of the Eliades Trust.

18 72. Pursuant to the Eliades Trust Acquisition, Rogich Trust represented that it
19 had the authority to transfer the 40% membership interest in Eldorado to the Eliades
20 Trust without the consent or approval of any other person or entity.

21 73. Rogich Trust's representations were false in that Rogich Trust and the
22 Eliades Trust both knew that Rogich Trust's membership interest was subject to the
23 rights and claims of Nanyah.

24 74. As part of this transaction, Rogich Trust represented that it was insolvent
25 and unable to contribute to the ongoing debt obligations of Eldorado as it was obligated
26 to do under the terms of the Eldorado Amended and Restated Operating Agreement.

27 75. Rogich Trust has asserted that the \$682,000 amount for which it
28 transferred its 40% interest in Eldorado to the Eliades Trust was for the purpose of

1 repaying the original \$600,000 that the Rogich Trust allegedly borrowed to acquire
2 6.67% interest of Flangas' ownership interest from Teld, plus \$83,000 in interest.

3 76. Nanyah has since discovered that the purported repayment of \$683,000 to
4 Eliades was a sham transaction perpetrated to assist Rogich Trust and Teld from
5 repaying the debt owed to Nanyah and to assist in transferring Rogich Trust's
6 membership interest to Teld's affiliated entity the Eliades Trust.

7 77. As part of the Eliades Trust Acquisition, a Unanimous Written Consent of
8 the Managers of Eldorado Hills, LLC was entered into by and between Rogich Trust and
9 Teld (hereinafter the "Eldorado Resolution").

10 78. The Eldorado Resolution identifies that Rogich Trust is transferring its
11 40% interest in Eldorado to the Eliades Trust subject to the claims of Ray and Eddyline.

12 79. The Eldorado Resolution intentionally omits Rogich Trust's obligations to
13 Nanyah again demonstrating such transaction was perpetrated for the purpose of
14 avoiding Nanyah's membership interest in Eldorado.

15 80. Nanyah is informed and believes that by this time, Rogich Trust, Sigmund
16 Rogich, Teld, Pete Eliades and the Eliades Trust had agreed to effectuate the Eliades
17 Trust Acquisition for the purpose of depriving Nanyah from any ownership interest in
18 Eldorado and/or to avoid repayment of Nanyah's investment into Eldorado.

19 81. Nanyah has since been informed that as part of the Eliades Trust
20 Acquisition, Rogich Trust also received an additional interest in Imitations, LLC
21 ("Imitations") from the Eliades Trust, which Nanyah believes such interest is valued at
22 over \$2,500,000. Of note, further demonstrating the scheme to harm Nanyah,
23 Imitations, LLC was established by Peter Eliades as a Nevada limited liability company,
24 but has been solely controlled by Rogich or one of his entities since inception.

25 82. Rogich Trust, Sigmund Rogich, Teld, Peter Eliades and the Eliades Trust
26 never informed Nanyah of the Eliades Trust Acquisition and/or the Eldorado Resolution.

27 83. It was not until December, 2012, that Nanyah discovered that Rogich
28 Trust purported to no longer own any interest in Eldorado and that Rogich Trust's

1 interest in Eldorado had been transferred to Teld and/or the Eliades Trust.

2 84. Nanyah is informed and believes that Rogich Trust repaid Antonio its
3 investment in Eldorado and formally recognized Ray's and Eddyline's membership
4 interests in Eldorado.

5
6 **FIRST CLAIM FOR RELIEF**
(Breach of Contract-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)

7 85. Nanyah incorporates all prior allegations as if fully set forth herein.

8 86. Nanyah invested \$1.5 million into Eldorado.

9 87. At all relevant times, Nanyah claimed an ownership interest in Eldorado.

10 88. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the
11 Purchase Agreement, the Membership Agreements and the Amended and Restated
12 Operating Agreement, which agreements all specifically identified Nanyah as a third-
13 party beneficiary of each agreement.

14 89. Pursuant to the terms of these agreements, all parties agreed that
15 Nanyah's \$1.5 million investment into Eldorado would be documented as an "equity"
16 interest in Eldorado and, if not, such investment would otherwise be treated as "non-
17 interest bearing debt".

18 90. Nanyah's membership interest has no capital calls.

19 91. Nanyah's membership interest was required to be apportioned from
20 Rogich Trust's membership interest in Eldorado.

21 92. The defendants, and each of them, breached the terms of the foregoing
22 agreements by, among other things:

- 23 a. failing to provide Nanyah a membership interest in Eldorado;
24 b. failing to convert Nanyah's investment into a non-interest bearing
25 debt;
26 c. failing to inform Nanyah that Rogich Trust was transferring its full
27 membership interest in Eldorado to the Eliadas Trust in breach of
28 the terms of the agreements;
d. in transferring Rogich Trust's full membership interest in Eldorado
to the Eliadas Trust in breach of the terms of the agreements; and

- 1
2 e. working cooperatively to assist Rogich Trust in transferring its full
3 membership interest in Eldorado to the Eliadas Trust for the
4 purpose of not honoring the debt owed to Nanyah.

5 93. Nanyah has sustained damages in excess of Ten Thousand Dollars
6 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its
7 reasonable and necessary attorney's fees and costs incurred in this action.

8 **SECOND CLAIM FOR RELIEF**

9 **(Breach of the Implied Covenant of Good Faith and Fair Dealing, Contractual-
10 Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)**

11 94. Nanyah incorporates all prior allegations as if fully set forth herein.

12 95. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the
13 Purchase Agreement, the Membership Agreements and the Amended and Restated
14 Operating Agreement, which agreements all specifically identified Nanyah as a third-
15 party beneficiary of each agreement.

16 96. These defendants owed Nanyah a duty of good faith and fair dealing
17 arising from these contracts.

18 97. The defendants breached the implied covenant of good faith and fair
19 dealing contained in the agreements by engaging in misconduct that was unfaithful to
20 the purpose of the contractual relationship, by among other things:

- 21 a. failing to provide Nanyah a membership interest in Eldorado;
22 b. failing to convert Nanyah's investment into a non-interest bearing
23 debt;
24 c. failing to inform Nanyah that Rogich Trust was transferring its full
25 membership interest in Eldorado to the Eliadas Trust in breach of
26 the terms of the agreements;
27 d. in transferring Rogich Trust's full membership interest in Eldorado
28 to the Eliadas Trust in breach of the terms of the agreements; and
e. working cooperatively to assist Rogich Trust in transferring its full
membership interest in Eldorado to the Eliadas Trust for the
purpose of not honoring the debt owed to Nanyah.

98. The defendants' acts intended to and did accomplish the wrongful objective in deceiving and depriving Nanyah of its expectations and financial benefits in investing in Eldorado's ownership and development of the Property.

99. Nanyah has sustained damages in excess of Ten Thousand Dollars (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its reasonable and necessary attorney's fees and costs incurred in this action.

THIRD CLAIM FOR RELIEF
(Breach of the Implied Covenant of Good Faith and Fair Dealing, Tortious-Rogich Trust, Sigmund Rogich, Teld, Peter Eliades)

100. Nanyah incorporates all prior allegations as if fully set forth herein.

101. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the Purchase Agreement, the Membership Agreements and the Amended and Restated Operating Agreement, which agreements all specifically identified Nanyah as a third-party beneficiary of each agreement.

102. These defendants owed Nanyah a duty of good faith and fair dealing arising from these contracts.

103. These defendants shared a special, fiduciary and/or confidential relationship with Nanyah.

104. Nanyah did repose in these defendants a special confidence with respect to the transactions involving its investment in Eldorado and defendants were obligated to honor the special confidence and confidentiality with due regard for Nanyah's interests.

105. The defendants breached the implied covenant of good faith and fair dealing contained in the agreements by engaging in misconduct that was unfaithful to the purpose of the contractual relationship and special relationship that existed, by among other things:

- a. failing to provide Nanyah a membership interest in Eldorado;
- b. failing to convert Nanyah's investment into a non-interest bearing debt;

- 1 c. failing to inform Nanyah that Rogich Trust was transferring its full
2 membership interest in Eldorado to The Eliadas Trust in breach of
3 the terms of the agreements;
4 d. in transferring Rogich Trust's full membership interest in Eldorado
5 to The Eliadas Trust in breach of the terms of the agreements; and
6 e. working cooperatively to assist Rogich Trust in transferring its full
7 membership interest in Eldorado to the Eliadas Trust for the
8 purpose of not honoring the debt owed to Nanyah.

9 106. The defendants' acts intended to and did accomplish the wrongful
10 objective in deceiving and depriving Nanyah of its expectations and financial benefits in
11 investing in Eldorado's ownership and development of the Property.

12 107. Nanyah has sustained damages in excess of Ten Thousand Dollars
13 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its
14 reasonable and necessary attorney's fees and costs incurred in this action.

15 108. When the defendants' acts were performed, they acted with oppression,
16 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's
17 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of
18 Ten Thousand Dollars (\$10,000.00).

19 **FOURTH CLAIM FOR RELIEF**
20 **(Intentional Interference With Contract—Sigmund Rogich, Teld, Peter Eliades,**
21 **Eliades Trust, Imitations)**

22 109. Nanyah incorporates all prior allegations as if fully set forth herein.

23 110. Nanyah was a third-party beneficiary of the Purchase Agreement, the
24 Membership Agreements and the Amended and Restated Operating Agreement.

25 111. These defendants were all aware of the foregoing agreements specifically
26 identifying Nanyah's membership interest in Eldorado and the rights to receive such
27 interest from the Rogich Trust.

28 112. These defendants performed intentional acts intended or designed to
disrupt Nanyah's contractual rights arising out of these contracts.

113. Based upon these defendants' actions, actual disruption of the contracts
occurred.

1 114. Nanyah has sustained damages in excess of Ten Thousand Dollars
2 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its
3 reasonable and necessary attorney's fees and costs incurred in this action.

4 115. When the defendants' acts were performed, they acted with oppression,
5 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's
6 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of
7 Ten Thousand Dollars (\$10,000.00).

8
9 **FIFTH CLAIM FOR RELIEF**
(Constructive Trust—The Eliades Trust)

10 116. Nanyah incorporates all prior allegations as if fully set forth herein.

11 117. The Eliades Trust has obtained Rogich Trust's interest in Eldorado, which
12 interest was subject to Nanyah's ownership interest in Eldorado. At all times, the
13 Eliades Trust was fully aware of Nanyah's ownership interests in Eldorado.

14 118. The Eliades Trust, working cooperatively with the other named
15 defendants, assisted Rogich Trust in the transfer of its full membership interest in
16 Eldorado to the Eliadas Trust for the purpose of not honoring the obligations owed to
17 Nanyah.

18 119. By reason of the foregoing, this Court should impose a constructive trust
19 upon the Eliades Trust's membership interest in Eldorado for all profits found to be
20 improperly acquired by it and/or for all interests Nanyah is entitled to receive.

21 **SIXTH CLAIM FOR RELIEF**
22 **(Conspiracy—All Defendants)**

23 120. Nanyah incorporates all prior allegations as if fully set forth herein.

24 121. Defendants, by acting in concert, intended to accomplish an unlawful
25 objective in deceiving and depriving Nanyah from its expectations and financial benefits
26 in being a member of Eldorado.

27 122. Nanyah has sustained damages in excess of Ten Thousand Dollars
28 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its

1 reasonable and necessary attorney's fees and costs incurred in this action.

2 123. When the defendants' acts were performed, they acted with oppression,
3 fraud and malice and/or with the willful, intentional and reckless disregard of Nanyah's
4 rights and interest, and, therefore, Nanyah is entitled to punitive damages in excess of
5 Ten Thousand Dollars (\$10,000.00).
6

7 **SEVENTH CLAIM FOR RELIEF**
8 **(Fraudulent Transfer—NRS 112.180(1)(b))**

9 124. Nanyah incorporates all prior allegations as if fully set forth herein.

10 125. The conveyances by Rogich Trust to the Eliades Trust constituted a
11 "transfer" of assets within the meaning of Nevada's Uniform Fraudulent Transfer Act
12 (the "UFTA").

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

15 127. At all relevant times the Eliades Trust had actual knowledge of Nanyah's
16 interest in Eldorado and cannot, therefore, be a "good faith" purchaser within the
17 meaning of NRS 112.220.

18 128. Pursuant to NRS 112.210, Nanyah is entitled to the following relief against
19 the Eliades Trust:

- 20 a. The right to levy execution on the assets transferred to the Eliades
21 Trust or their proceeds;
- 22 b. The avoidance of the transferred membership interest to the extent
23 necessary to satisfy Nanyah's claims;
- 24 c. Recovery of the value of the transfer to the extent necessary to
25 satisfy Nanyah's claims;
- 26 d. Appointment of a receiver to take charge of the assets transferred
27 until such time as those assets can be liquidated;
- 28 e. Attachment or garnishment against the asset transferred; and,
- f. An injunction against further disposition by the Eliades Trust and/or
subsequent transferee of the assets transferred.

1 129. Nanyah has sustained damages in excess of Ten Thousand Dollars
2 (\$10,000.00) as a result of the defendant's actions and it is entitled to recover its
3 reasonable and necessary attorney's fees and costs incurred in this action.
4

5 130. When the defendant's acts were performed, it acted with oppression, fraud
6 and malice and/or with the willful, intentional and reckless disregard of Nanyah's rights
7 and interest, and, therefore, Nanyah is entitled to punitive damages in excess of Ten
8 Thousand Dollars (\$10,000.00).

9 **EIGHTH CLAIM FOR RELIEF**
10 **(Declaratory Relief)**

11 131. Nanyah incorporates all prior allegations as if fully set forth herein.

12 132. There exists a current justiciable controversy between Nanyah and the
13 named defendants regarding Nanyah's rights and obligations with respect to its
14 investment into Eldorado.

15 133. Pursuant to NRS 30.030 and 30.040 Nanyah is entitled to seek
16 declaratory relief determining the amount of its membership interest in Eldorado and/or
17 the amounts owed to it in the event a membership interest is not sought and/or
18 obtained.

19 134. This controversy is ripe for adjudication.

20 135. Nanyah seeks a declaration from this Court setting forth Nanyah's rights
21 as contained in the various agreements referenced herein.

22 **NINTH CLAIM FOR RELIEF**
23 **(Specific Performance)**

24 136. Nanyah incorporates all prior allegations as if fully set forth herein.

25 137. The terms of the various contracts are clear, definite and certain.

26 138. An award of damages may be inadequate to compensate Nanyah for the
27 derivation of its membership interest in Eldorado.

28 139. Nanyah has already tendered its performance by paying \$1.5 million as an
investment into and/or for the benefit of Eldorado.

1 140. Accordingly, Nanyah is entitled to specific performance of the Purchase
2 Agreement, Membership Agreements and the Amended and Restated Operating
3 Agreement vesting Nanyah with a membership interest in Eldorado as detailed herein.

4 WHEREFORE, Nanyah prays for judgment against the Defendants, and each of
5 them, as follows:

- 6 1. For compensatory damages according to proof in excess of \$10,000.00;
7 2. For general damages according to proof in excess of \$10,000.00;
8 3. For punitive damages according to proof in excess of \$10,000.00;
9 4. For the imposition of a constructive trust on the Eliades Trust's
10 membership interest in Eldorado including not limited to all profits Nanyah
11 is entitled to receive from the ownership and development of the Property;
12 5. For declaratory relief;
13 6. For specific performance;
14 7. For costs of Court and attorneys' fees incurred;
15 8. For such other relief as the Court determines appropriate.

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

18 DATED this 4th day of November, 2016.

19
20 ROBISON, BELAUSTEGUI, SHARP & LOW
21 A Professional Corporation
22 71 Washington Street
23 Reno, Nevada 89503

24 By: 

25 MARK G. SIMONS, ESQ.
26 Attorneys for Nanyah Vegas, LLC

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