

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

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

7 Appellant,

8 v.

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

18 Respondents.

19 AND RELATED MATTERS.

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

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

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

20 **JOINT APPENDIX VOL. 30**

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

1	Defendant Eldorado Hills,	9/7/18	14	JA_003358-3364
2	LLC's Motion in Limine to			
3	Preclude Any Evidence or			
4	Argument Regarding an			
5	Alleged Implied-In-Fact			
6	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
7	Defendant Eldorado Hills,	7/22/19	33	JA_007868-7942
8	LLC's Motion for Dismissal			
9	with Prejudice Under Rule			
	41(e)			
10	Defendant Eldorado Hills,	6/1/18	8	JA_001850-1861
11	LLC's Motion for Summary			
	Judgment			
12	Defendant Eldorado Hills,	5/22/19	32	JA_007644-7772
13	LLC's Motion for Summary			
	Judgment			
14	Defendant Eldorado Hills,	1/25/19	14-15	JA_003473-3602
15	LLC's Motion to Extend the			
16	Dispositive Motion Deadline			
17	and Motion for Summary			
	Judgment			
18	Defendant Eldorado Hills,	4/9/19	27	JA_006460-6471
19	LLC's Objections to Nanyah			
20	Vegas, LLC's 2 nd			
	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			
	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
	Family Irrevocable Trust's			
	Motion for Attorneys' Fees			
	and Costs			
	Defendant's Reply in	12/30/14	4	JA_000759-764
	Support of Motion for			
	Award of Attorneys' Fees			
	Defendants' Answer to	4/24/17	4	JA_000831-841
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1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
23				
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1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

1	Defendants Eldorado Hills,	10/7/19	34	JA_008107-8120
2	LLC, Peter Eliades,			
3	Individually and as Trustee			
4	of the Eliades Survivor Trust			
5	of 10/30/08, and Teld,			
	LLC's Memorandum of			
	Costs and Disbursements			
6	Defendants Peter Eliades,	6/1/18	9	JA_002197-2211
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, and Teld,			
	LLC's Motion for Summary			
	Judgment			
10	Defendants Peter Eliades,	7/19/18	13	JA_003115-3189
11	Individually and as Trustee			
12	of the Eliades Survivor Trust			
13	of 10/30/08, and Teld,			
14	LLC's Reply in Support of			
15	Their Motion for Summary			
16	Judgment and Opposition to			
	Countermotion for Summary			
	Judgment			
17	Defendants Peter Eliades,	10/28/19	36-37	JA_008820-8902
18	Individually and as Trustee			
19	of The Eliades Survivor			
20	Trust of 10/30/08, Teld,			
21	LLC, and Eldorado Hills,			
22	LLC's: (1) Opposition to			
23	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			
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	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			

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

1	Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
2				
3	Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
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5	Motion for Rehearing	8/17/18	13-14	JA_003205-3316
6	Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
7				
8	Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
9				
10	Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
11				
12				
13	Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
14				
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17	Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
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21	Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
22				
23	Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
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25	Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496
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1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	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			
20	Reconsideration			
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas,			
23	LLC's Motion for			
24	Reconsideration			
25	Notice of Entry of Order	4/10/19	27	JA_006478-6483
26	Denying Nanyah Vegas,			
	LLC's Motion in Limine #5:			
	Parol Evidence Rule			

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

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

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

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

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

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

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

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

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	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			
21	Memorandum of Costs and			
22	Motion for Attorneys' Fees			
23	Stipulation for Consolidation	3/31/17	4	JA_000818-821
24	Substitution of Attorneys	1/24/18	4	JA_000881-883
25	Substitution of Attorneys	1/31/18	4	JA_000886-889
26	Substitution of Counsel	2/21/18	4	JA_000890-893
	Summons – Civil	12/16/16	4	JA_000803-805
	(Imitations, LLC)			
	Summons – Civil (Peter	12/16/16	4	JA_000806-809
	Eliades)			

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

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CERTIFICATE OF SERVICE


Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 30** on all parties to this action by the method(s) indicated below:

✓ 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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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

THE ROGICH DEFENDANTS'
MEMORANDUM OF POINTS AND
AUTHORITIES REGARDING LIMITS
OF JUDICIAL DISCRETION
REGARDING NOTICE REQUIREMENTS
PROVIDED TO TRUST BENEFICIARIES
UNDER NRS CHAPTER 163

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **THE ROGICH DEFENDANTS' MEMORANDUM OF POINTS AND AUTHORITIES**
2 **REGARDING LIMITS OF JUDICIAL DISCRETION REGARDING NOTICE**
3 **REQUIREMENTS PROVIDED TO TRUST BENEFICIARIES**
4 **UNDER NRS CHAPTER 163**

5 Defendants Sigmund Rogich, individually ("Mr. Rogich"), and as Trustee of the Rogich
6 Family Irrevocable Trust (the "Rogich Trust"), and Imitations, LLC ("Imitations" and collectively
7 with Mr. Rogich and the Rogich Trust referred to as the "Rogich Defendants"), by and through
8 their counsel of record, Fennemore Craig, P.C., hereby submit The Rogich Defendants'
9 Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice
10 Requirements to Trust Beneficiaries Provided under NRS Chapter 163.

11 This Memorandum is submitted, along with the Declaration of Sigmund Rogich ("Rogich
12 Declaration"), any argument of counsel at the time of the hearing on this matter, and all papers
13 and pleadings on file herein.

14 DATED: April 21, 2019.

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

16 By: /s/ Brenoch Wirthlin, Esq.
17 Samuel S. Lionel, Esq. (Bar No. 1766)
18 Thomas Fell, Esq. (Bar No. 3717)
19 Brenoch Wirthlin, Esq. (Bar No. 10282)
20 300 S. Fourth Street, Suite 1400
21 Las Vegas, Nevada 89101
22 Attorneys for the Rogich Defendants

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DECLARATION OF SIG ROGICH IN OPPOSITION TO MOTION

I, Sigmund Rogich, hereby declare as follows:

- 1. I am named as a Defendant in this matter, both personally, and as a Trustee of The Rogich Family Irrevocable Trust (“Rogich Trust”).
- 2. I make this Declaration in support of the Rogich Defendants’ Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice Requirements to Trust Beneficiaries under NRS Chapter 163.
- 3. Unless otherwise stated, I make this Declaration based upon my own personal knowledge following a review of the records in this matter and would testify to same if called upon to do so.
- 4. The Rogich Trust has two trustees.
- 5. There are currently ten (10) beneficiaries of the Rogich Trust, including myself.
- 6. Each of the ten (10) beneficiaries of the Rogich Trust has a present interest in trust assets.
- 7. Of the ten (10) beneficiaries of the Rogich Trust, six (6) are minors, including a child with special needs, and therefore may require the appointment of a guardians ad litem or other representative to represent their interests.

I declare under penalty of perjury of the laws of the United States and the State of Nevada that the foregoing is true and correct to the best of my information and belief.

DATED this 21st day of April, 2019.

/s/ Sigmund Rogich
SIGMUND ROGICH

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1 **THE ROGICH DEFENDANTS' MEMORANDUM OF POINTS AND AUTHORITIES**
2 **REGARDING LIMITS OF JUDICIAL DISCRETION REGARDING NOTICE**
3 **REQUIREMENTS PROVIDED TO TRUST BENEFICIARIES**
4 **UNDER NRS CHAPTER 163**

5 **I.**

6 **INTRODUCTION**

7 It is undisputed that the beneficiaries of the Rogich Trust were never provided the notice
8 required by NRS Chapter 163. Plaintiff's failure to comply with the provisions of NRS Chapter
9 163 have deprived the beneficiaries of the Rogich Trust of their due process right to "contest the
10 right of the plaintiff to recover" **for the last 5 ½ years**, as the original lawsuit was filed 2013.
11 Moreover, given the fact that trial will commence April 22, 2019, it is too late to rectify this
12 problem even with the most liberal use of judicial discretion. The corrective plan offered by
13 Plaintiff---to effectuate notice after trial but before entry of judgment---is not only improper, it is
14 not possible under Nevada law. In addition to the fact that the statute at issue clearly contemplates
15 notice being provided 30 days after filing either the action or an early case conference report,
16 unlike Texas law which allows post-judgment intervention, Nevada law requires any intervention
17 take place before trial. As a result, there is no corrective course available to Plaintiff to comply
18 with the notice requirements of NRS 163.120. Judicial discretion is further limited by the clear
19 language of NRS 163.120 which states in simple and plain terms that trust beneficiaries must be
20 notified of the lawsuit by Plaintiff, or judgment may not be entered in favor of Plaintiff. Because
21 notice was never provided to the beneficiaries pursuant to NRS Chapter 163, the beneficiaries of
22 the Rogich Trust have been irreparably harmed, including through loss of their due process rights
23 which the statute is designed to protect, by Plaintiff's failure to comply with NRS 163.120.
24 Judgment must be granted in favor of the Rogich Trust, therefore, as a matter of law, dismissing it
25 as a party to this action.

26 The Court has directed the parties to provide briefs to the Court discussing what
27 discretion the Court may exercise in this matter. As discussed below, the Court's discretion is
28 very limited and Plaintiff's failure to comply with NRS 163.120 requires judgment in favor of the
Rogich Trust.

1 II.

2 **STATEMENT OF FACTS**

3 The Rogich Trust has ten (10) beneficiaries and two Trustees. *See* Rogich Declaration,
4 *supra*, at ¶¶ 4-7. Mr. Rogich serves as one of the Trustees, and is also one of the beneficiaries.
5 *Id.* The remaining beneficiaries include nine (9) individuals, six (6) of which are minors,
6 including one child minor with special needs. *Id.* Guardians ad litem or other representatives
7 may need to be appointed to represent the interests of some or all of the beneficiaries who are
8 minors. Plaintiff did not request the names of the Rogich Trust beneficiaries until April 15,
9 2019, just seven days before trial. A hearing took place on April 18, 2019, in which Plaintiff's
10 request to continue the trial was denied by the Court. Trial will commence April 22, 2019.

11 III.

12 **ARGUMENT**

13 **A. Judicial Discretion is Limited Regarding NRS Chapter 163.**

14 1. The appropriate legal analysis must be applied to the facts of each case.

15 When considering the proper role of judicial power, Chief Justice John Marshall pointed
16 out nearly two hundred years ago that:

17 Courts are the mere instruments of the law, and can will nothing. When they are said to
18 exercise a discretion, it is a mere legal discretion, a discretion to be exercised in discerning
19 the course prescribed by law; and, when that is discerned, it is the duty of the court to
20 follow it. **Judicial power is never exercised for the purpose of giving effect to the will
21 of the judge, always for the purpose of giving effect to the will of the legislature; or,
in other words, to the will of the law.** *Osborn v. Bank of the United States*, 22 U. S. 738
(1824). (Emphasis added)

22 This principle still holds true today. Appellate courts in Nevada have consistently
23 overturned lower courts that fail to apply the full, applicable legal analysis. *Gunderson v. D.R.*
24 *Horton, Inc.*, 130 Nev. Adv. Op. 9, 319 P.3d 606, 615 (2014). Furthermore, when determining if a
25 lower court abused its discretion, appellate courts look to whether the decision was supported by
26 substantial evidence and guided by applicable legal principles. *Kwist v. Chang*, 127 Nev. 1152,
27 373 P.3d 933 (2011); *Franklin v. Bartsas Realty, Inc.*, 95 Nev. 559, 562–63, 598 P.2d 1147, 1149

1 (1979). Despite the constancy of this longstanding principle, there are situations which may
2 require the use of judicial discretion to promote fairness and a more equitable legal process.
3 Underlying this idea is the simple fact that legislatures cannot write laws to address all situations
4 which find their way into court or that develop as a case makes its way through the legal system.

5 2. Judicial discretion is appropriate when the law is insufficient or silent.

6 When no full, applicable legal analysis is available, use of judicial discretion may be
7 appropriate to promote an equitable legal process by allowing the judge to consider individual
8 circumstances in cases when the law is insufficient or silent. *Pro se* litigants, for example, have
9 no statutory right to be treated differently than those represented by counsel, but nevertheless
10 often receive a larger degree of leniency from the courts. In the instant case, the law is not silent
11 or insufficient with regard to what is required of Plaintiff to comply with NRS 163.120. On the
12 contrary, NRS 163.120 provides a clear and precise explanation of the notice requirements that
13 Plaintiff must provide to the beneficiaries in a pending lawsuit.

14 3. The Court must enforce the statute as written.

15 Judicial discretion may be required when the Court is faced with a statute, or a term or
16 phrase within the statute, that is ambiguous. However, when interpreting a statute with language
17 that is “facially clear,” the Court must give that language its plain meaning. *MEI-GSR Holdings,*
18 *LLC v. Peppermill Casinos, Inc.*, 134 Nev. Adv. Op. 31, 416 P.3d 249, 253 (2018); *D.R. Horton,*
19 *Inc. v. Eighth Judicial Dist. Court*, 125 Nev. 449, 456, 215 P.3d 697, 702 (2009).

20 NRS 163.120(2) states the rights and responsibilities of the respective parties in a manner
21 in words and phrases not subject to vagueness or speculative interpretation. The language is plain
22 and simple, and as a result, is “facially clear.” The Court, therefore, must give the language of
23 NRS 163.120(2) its plain meaning. From the plain language of the statute, four interpretive
24 observations about the statute can be readily drawn:

25 a) Notice should be given to beneficiaries at the beginning of an action.

26 NRS 163.120 clearly contemplates that trust beneficiaries are to be given notice at the
27 very beginning in the lawsuit. The statute requires that beneficiaries be notified 30 after filing the
28 action, or 30 days after filing the early case conference report, whichever is later. This provides

1 beneficiaries the time needed to meaningfully be present and involved in the action, including
2 participating in pre-trial discovery and being present at trial to confront adverse witnesses, present
3 evidence, and argue on their own behalf. The principle of fairness underlies due process, and the
4 fundamental requisite of due process of law is the opportunity to be heard, participate and protect
5 one's rights. *Grannis v. Ordean*, 234 U. S. 385, 234 U. S. 394 (1914). The fact that the 30 days
6 rule is the only specific time frame provided in the statute (outside a court order allowing
7 additional time), provides a clear indication that the drafters preferred notice be given to
8 beneficiaries at the beginning of an action.

9 b) The duty to provide notice to the beneficiaries is placed solely on the
10 plaintiff.

11 In Nevada, a plaintiff that files a complaint is solely responsible for providing service of
12 process of a summons and complaint on the defendants named in the lawsuit. Also in Nevada, a
13 plaintiff that files a complaint naming a trust as a defendant must provide notice to the
14 beneficiaries. Despite representations made by opposing counsel, the statute places no
15 affirmative duty on the defendant to do anything other than provide a list of beneficiaries within
16 10 days to plaintiff upon written request.

17 c) The Court may set a different timeframe up to 30 days before judgment

18 NRS 163.120 also provides that the Court may adopt a different timeframe than those
19 described above should circumstances require. Such situations may include difficulties or delays
20 by the trustee in providing the list of beneficiaries to the plaintiff, or the existence of non-
21 cooperative trustee who refuses to provide the list of beneficiaries to the plaintiff after request
22 was made. *See Branch Banking & Trust Co. v. Smoke Ranch Dev., LLC*, Case No. 2:12-cv-
23 00453-APG-NJK (D. Nev. Aug. 27, 2015). However, the discretion of the Court must be
24 exercised in light of the statute's clear preference that notice be provided to beneficiaries at the
25 start of an action. In addition, the unexcused failure of a plaintiff to provide timely notice to trust
26 beneficiaries is not good cause to extend the time for notice beyond the 30 day rule. To extend the
27 time allowed for notice would render the 30 day rule contained within the statute meaningless.
28 Finally, and most importantly, notice must be provided to beneficiaries no less than 30 days prior

1 to judgment.

2 d) Judgment for a plaintiff is precluded without proper notice to beneficiaries

3 Finally, the statute clearly bars recovery by the Plaintiff should proper notice not be given
4 to the beneficiaries. The severity of this provision in the statute serves to underscore the
5 importance the statute drafters placed upon trust beneficiaries receiving proper notice of the
6 action so they may meaningfully participate in the litigation and “contest the right of the plaintiff
7 to recover.” See NRS 163.120(2).

8 Because the language of NRS 163.120 is clear on its face, the Court has limited judicial
9 discretion outside of the four corners of the statute. Moreover, it should be noted that the plain
10 language contained in NRS 163.120 provides no corrective course under the plain language of the
11 statute which would allow Plaintiff to comply with NRS 163.120 at this stage in the action.

12 **B. The Notice Requirements NRS 163.120 Can No Longer be Satisfied**

13 1. Plaintiff failed to provide the beneficiaries with proper notice before trial.

14 Plaintiff does not claim to have provided the beneficiaries received their 30-days due
15 process notice in this matter. Plaintiff further does not claim that the Court granted Plaintiff an
16 extension of time in which to provide notice to the trust beneficiaries and that they were provided
17 notice at some later time. If fact, Plaintiff could not have done so because first request for a list of
18 beneficiaries from Plaintiff was not even made until April 15, 2019.

19 2. Notice requirements are meaningless if provided after trial.

20 Plaintiff apparently believes it possible to effectuate notice to the beneficiaries at some
21 point after trial in this matter is commenced or completed. The purpose of NRS 163.120 is to
22 enable beneficiaries to intervene in an action to contest the right of the plaintiff to recover. In
23 addition to the fact that the beneficiaries of the Rogich Trust have been precluded from protecting
24 their rights in this matter **for 5 ½ years** due to Plaintiff’s failure to comply with the statute, notice
25 provided after the start of trial it too late to allow the beneficiaries to intervene since the right for
26 any party to intervene in an action ends once trial begins. NRS 12.130 states that an intervention
27 can only take place “before the trial”, and NRCP 24 requires that any motion to intervene be
28

1 made on “timely motion.” The Nevada Supreme Court has recognized this requirement. *Am.*
2 *Home Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147
3 P.3d 1120, 1130 (2006) (“NRS 12.130(1) provides that an applicant may intervene **“[b]efore the**
4 **trial.”** **As we have previously recognized, however, even when made before trial, an**
5 **application must be “timely” in the sense afforded the term under NRCP 24.”**). For this
6 reason, the Court cannot allow any extension or other revision of the statute at issue, particularly
7 at this late date.

8 3. Plaintiff’s post-trial Transamerican plan is not possible in Nevada.

9 Plaintiff has suggested that this matter could be tried to verdict, and then entry of
10 judgment could then be suspended to allow Plaintiff to satisfy the requirements of NRS 163.120.
11 Plaintiff cites the Texas case *Transamerican Leasing Co. v. Three Bears, Inc.* in support of this
12 proposition. There are a number of reasons why proposal is violative of Nevada law:

13 a) Nevada law does not allow intervention 30 days after judgment.

14 As discussed above, the right to intervene in Nevada is extinguished at the start of trial
15 pursuant to NRS 12.130(1)(a). This is not the case in Texas. Rule 60 of the Texas Rules of Civil
16 Procedure does not impose a deadline for intervention. The general rule in Texas is that a party
17 may not intervene after final judgment unless the judgment is set aside. *Tex. Mut. Ins. Co. v.*
18 *Ledbetter*, 251 S.W.3d 31, 36 (Tex. 2008); *In re Lumbermens Mut. Cas. Ins. Co.*, 184 S.W.3d at
19 725; *State v. Naylor*, 330 S.W.3d 434, 438. To intervene post-judgment the plea in intervention
20 must be filed and the judgment must be set aside within thirty days of the date of judgment. *First*
21 *Alief Bank v. White*, 682 S.W.2d 251, 252 (Tex. 1984).

22 This is exactly what happened in the *Transamerican* case. The trial court vacated the
23 original judgment and ordered the beneficiaries to show cause why judgment should not be
24 rendered in the case. Because Nevada law differs from Texas law, the *Transamerican* case has no
25 applicability in this matter.

26 b) Nevada law does not require notice be provided to contingent beneficiaries

27 Another distinction with the *Transamerican* case is the underlying notice statute. Plaintiff
28 wrongly states that the notice statute applied by the Texas court is “the identical statutory

1 provision as contained in NRS 163.120.” See Plaintiff’s Emergency Motion to Address Defendant
2 the Rogich Trust’s NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS
3 163.120 at p. 6. This is factually not true. NRS 163.120 only requires notice to beneficiaries that
4 have a “present interest” in the trust. The Texas statute, on the other hand, requires notice to both
5 primary beneficiaries and contingent beneficiaries. The show cause hearing held after trial in the
6 *Transamerican* was just for the benefit of the contingent beneficiaries which had no present
7 interest in the trust. It should come as no surprise that contingent beneficiaries without a present
8 interest in Texas are afforded such weak due process rights. Moreover, the issue of whether
9 contingent beneficiaries require notice under NRS 163.120 was litigated in *Branch Banking &*
10 *Trust Co. v. Smoke Ranch Dev., LLC*, Id., and the Court declined to extend the statute’s notice
11 requirement to “future heirs or beneficiaries of the Trust Remainderman.” Because of this, the
12 ruling in *Transamerican* is in no way applicable to Nevada.

13 IV.

14 CONCLUSION

15 The ten beneficiaries of the Rogich Trust were not provided notice of this action which is
16 now going to trial. As a result, the beneficiaries are not parties to this action, have no way to be
17 heard, to confront adverse witnesses, present evidence, and argue on their own behalf, much less
18 participate meaningfully in this litigation, including without limitation through discovery,
19 depositions, dispositive motions, etc. Clearly, Plaintiff has violated the mandatory, unalterable
20 provisions of NRS Chapter 163, to the irreparable detriment of the beneficiaries whose interests

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1 NRS 163.120 was designed to protect. Accordingly, judgment must be entered against the
2 Plaintiff.¹

3 DATED: April 21, 2019.

4 **FENNEMORE CRAIG, P.C.**

6 By: /s/ Brenoch Wirthlin, Esq.

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

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

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

300 S. Fourth Street, Suite 1400

9 Las Vegas, Nevada 89101

Attorneys for the Rogich Defendants

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22 ¹ While all claims asserted against the Rogich Defendants are based upon the contracts at issue (although the Rogich
23 Defendants deny Plaintiff is a third-party beneficiary thereunder), Plaintiff's third and sixth claims for relief are for
24 breach of implied covenant of good faith and fair dealing and conspiracy. NRS 163.140(3) concerns the commission
25 of a torts by a trustee and actions against trusts. The statute provides that "[a] judgment may not be entered in favor
26 of the plaintiff in the action unless the plaintiff proves that, within 30 days after filing the action, or within 30 days
27 after the filing of a report of an early case conference if one is required, whichever is longer, or within such other
28 period as the court may fix, and more than 30 days before obtaining the judgment, the plaintiff notified each of the
beneficiaries known to the trustee who then had a present interest 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 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." The Rogich Defendants request the Court
take judicial notice of this statute and its application to any remaining claims against the Rogich Defendants in this
matter.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
3 and that on April 21, 2019, I caused to be **electronically served through the Court's e-**
4 **service/e-filing system and/or served by U.S. Mail** true and correct copies of the foregoing
5 **THE ROGICH DEFENDANTS' MEMORANDUM OF POINTS AND AUTHORITIES**
6 **REGARDING LIMITS OF JUDICIAL DISCRETION REGARDING NOTICE**
7 **REQUIREMENTS PROVIDED TO TRUST BENEFICIARIES UNDER NRS CHAPTER**
8 **163** properly addressed to the following:

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

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

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

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

27 */s/ Daniel Maul*
28 *An employee of Fennemore Craig, P.C.*

REGISTER OF ACTIONS

CASE NO. A-13-686303-C

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

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

RELATED CASE INFORMATION

Related Cases

A-16-746239-C (Consolidated)

PARTY INFORMATION

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

Lead Attorneys

Consolidated Eliades, Peter
Case Party

Dennis L. Kennedy
Retained
 7025628820(W)

Consolidated Sigmund Rogich
Case Party

Brenoch Wirthlin
Retained
 702-385-2500(W)

Consolidated TELD, LLC
Case Party

Dennis L. Kennedy
Retained
 7025628820(W)

Counter Claimant **Eldorado Hills LLC**

Dennis L. Kennedy
Retained
 7025628820(W)

Counter Defendant **Alexander Christopher Trust**

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

Counter Defendant **Go Global Inc**

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

Counter Defendant **Huerta, Carlos A**

Defendant **Eldorado Hills LLC**

Dennis L. Kennedy
Retained
 7025628820(W)

Other Plaintiff **Go Global Inc**

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

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

EVENTS & ORDERS OF THE COURT

04/22/2019 **All Pending Motions (10:00 AM)** (Judicial Officer Allf, Nancy)

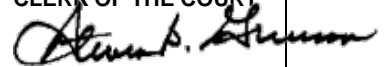
Minutes

04/22/2019 10:00 AM

- JURY TRIAL...NANYAH VEGAS LLC'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...PLAINTIFF'S RULE TO AMEND COMPLAINT UNDER NRCRP 15 Court stated it received the order shortening time with regard to the NCRP 15 and Court is granting it so it can be argued. Arguments by Mr. Simons and Mr. Liebman in support of and opposition to Plaintiff's NCRP 15 and amending the complaint. COURT ORDERED, Plaintiff's Rule Under NRCRP 15 to Amend Complaint DENIED as being untimely and the claims being abandoned. Further arguments by Mr. Simons. Arguments by Mr. Simons and Mr. Wirthlin in support of and opposition to the Emergency Motion to Continue Trial for Purposes of NRS 163.120. Court stated its findings and ORDERED, as to Emergency Motion to Continue Trial for Purposes of NRS 163.120, Trust DISMISSED. Mr. Simmons stated he would like to file an emergency motion writ the Supreme Court to take this up on a writ. Matter trailed for counsel to confer. RECALLED. Same parties present. Mr. Wirthlin stated counsel have conferred and are in agreement to suspend the trial with a few qualifications if the Court approves them. Colloquy regarding conditions and agreement to conditions. Upon inquiry of Court, all counsel stipulated to the suspension of the trial. Court noted there has not been a witness on the stand and it may or may not affect the five year rule. Mr. Simons stated it has been satisfied since they have commenced the trial. Matter concluded.

Parties Present

[Return to Register of Actions](#)



1 RTRAN

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

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

9 Plaintiffs,

10 v.

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

15 Defendants.

16 NANYAH VEGAS, LLC, a Nevada
17 limited liability company,

18 Plaintiff,

19 v.

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

25 Defendants.

CASE NO.: A-13-686303-C

DEPT. XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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BEFORE THE HONORABLE NANCY L. ALLF
DISTRICT COURT JUDGE
MONDAY, APRIL 22, 2019

RECORDER’S TRANSCRIPT OF MOTION HEARING

APPEARANCES:

For the Plaintiff:	MARK SIMONS, ESQ.
For Defendant Rogich:	BRENOCH WIRTHLIN, ESQ. THOMAS FELL, ESQ. SAMUEL S. LIONEL, ESQ.
For Defendant El Dorado Hills:	JOSEPH LIEBMAN, ESQ. DENNIS KENNEDY, ESQ.

RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

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INDEX

Court's Orders11

WITNESSES FOR THE PLAINTIFF

None

WITNESSES FOR THE DEFENDANT

None

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Las Vegas, Nevada, Monday, April 22, 2019

[Case called at 10:12 a.m.]

THE BAILIFF: Department XXVII is now in session, the
Honorable Judge Allf presiding.

THE COURT: Thank you. Please be seated.

Okay. Calling the case of Huerta v. El Dorado Hills.

Appearances, please, from your right to left.

MR. SIMONS: Mark Simons on behalf of Nanyah Vegas,
Your Honor, and in the courtroom with me is Yoav Harlap, the principal
of Nanyah Vegas, and also my assistant, Jodi Alhasan is in the audience.

THE COURT: Very good. Thank you and welcome.

MR. WIRTHLIN: Good morning, Your Honor. Brenoch
Wirthlin on behalf of Rogich Defendants. Mr. Sigmund Rogich is here
with us as well as Ms. Olivas, Melissa Olivas.

MR. FELL: Thomas Fell, also on behalf of the Rogich
Defendants.

MR. LIONEL: Sam Lionel representing the Rogich
Defendants.

MR. LIEBMAN: Joseph Liebman on behalf of El Dorado Hills.

MR. KENNEDY: And Dennis Kennedy on behalf of El Dorado
Hills, the Defendant in Case A-13-686303,

THE COURT: Thank you.

All right. I have the agenda, Mr. Simons. The -- with regard
to the NCRP 15, that order shortening time came in after we closed the

1 office Friday, but I am granting it and will argue the motion.

2 MR. SIMONS: Okay. The motion is premised on the concept
3 that the Court had entered in judgment in favor of the Eliadas
4 Defendants and there is no mechanism under the rule that says it has to
5 be done after the conclusion of the entire case, so there's a procedural
6 aspect of whether it's timely or if it needs to be addressed subsequent to
7 the trial. I think you're fully brief on the issue. We've talked about it a
8 few times. I don't have much more to add.

9 THE COURT: And I've read the briefs, so --

10 MR. SIMONS: Is there any questions you have of me?

11 THE COURT: No.

12 MR. SIMONS: Okay.

13 MR. LIEBMAN: Good morning, Your Honor. I think one of
14 the key points that's been missed here is the fact that an implied contract
15 claim was pled in this case at the inception of the case, when this was
16 filed back in 2013 and when Nanyah sued El Dorado Hills back in 2013,
17 its initial complaint contained the claim they are trying to add now.

18 In the first amended complaint after El Dorado Hills had filed
19 a motion to dismiss on that particular claim, they purposefully omitted it
20 from that particular pleading and we've cited this Court several cases
21 that says in that instance, when a plaintiff, in order to avoid a motion to
22 dismiss or when they're amending the complaint, decides to omit a
23 claim, it waives and abandons that particular claim. And that's precisely
24 what happened in this case. And we've gone five years, Your Honor,
25 since that occurred and there's never been a Rule 15(a) motion brought

1 to you to say we want to add this claim back.

2 So Mr. Simon's briefs a lot of times talk about well, this
3 claim wasn't technically pled for some reason or another, but it was and
4 they've decided to abandon it and they never decided to revive it the
5 way you're supposed to do under Rule 15(a). The procedural aspect that
6 Mr. Simons touched on is problematic for him as well. 15(b) applies to
7 instances where something's tried by implied or expressed consent at
8 trial. The actual title under the new rules of that subsection deals with
9 amendments during and after trial. And we have expressly made the
10 point.

11 We actually filed a notice of non-consent with this Court back
12 on April 9th that said we do not expressly or impliedly consent to this
13 claim being tried, so we're making that clear for the record as well. So if
14 Mr. Simons wanted to bring this motion at a later point in time, that's on
15 the record, that we do not expressly or impliedly consent to this
16 particular claim being added at the 11th hour.

17 And then the last issue I wanted to bring up is prejudice,
18 Your Honor. We were under the impression for five years that they
19 abandoned this claim and we never got to do any discovery on this
20 claim. We never got to depose Mr. Harlap on this claim. We never got
21 to depose Mr. Huerta on this claim. And these are the two people who
22 allegedly made up this so-called implied in fact contract. So to cause us
23 to have to defend against that claim at the 11th hour would cause
24 significant prejudice to the El Dorado Hills Defendants, Your Honor.

25 So unless the Court has any other questions, that's the

1 argument.

2 THE COURT: Okay. Thank you.

3 MR. LIEBMAN: Thank you.

4 MR. SIMONS: First off, we've got to put this in context.

5 What has been addressed by this Court is the obligation that's owed by
6 El Dorado to Nanyah. And that obligation occurred in 2007. It's been
7 established that Nanyah money went into El Dorado. A year after the
8 fact, you found that the Rogich Trust specifically assumed that
9 obligation. So when we have a situation where the Court makes rulings
10 and makes findings that there is an obligation, based upon receipt and
11 retention of funds and then at -- during the testimony of Mr. Huerta
12 that -- counsel just stood up and said we didn't get to depose anybody.

13 Well, this counsel is in after the fact. Mr. Lionel represented
14 El Dorado for years. Mr. Lionel deposed Mr. Huerta. Mr. Huerta said
15 yes, we actually owe them money. This Court was briefed in affidavits
16 from Carlos Huerta. When this Court originally granted summary
17 judgment on the timing, remember what the Court said. The Court said
18 the date of when Nanyah -- it's -- Nanyah's money went into El Dorado
19 was the date the statute of limitation applied and that was based upon
20 Carlos Huerta in affidavit saying El Dorado received our funds. What
21 then happens is it goes up to Supreme Court, comes back down, says
22 no, it's not on the date of the investment when El Dorado received
23 Nanyah's money.

24 So the fact that this recent counsel is contending that they
25 didn't have the opportunity to depose Mr. Huerta, El Dorado did, in fact,

1 depose Mr. Huerta, did in fact question Mr. Huerta extensively about the
2 obligation. The documents that were examined with Mr. Huerta are all
3 the written documents, which are business records of El Dorado saying
4 yes, we owe Nanyah its money back for its investment in El Dorado. So
5 then Mr. Harlap was deposed by Mr. Lionel, again went through the
6 extensive analysis of this situation. It arose -- the October 5th order
7 triggers this consideration, because the Court has rendered rulings that
8 then trigger some events.

9 And whether -- you know, after the fact, filing in the eve of
10 trial a notice of we don't consent to an issue that this Court has already
11 addressed, that's been throughout these pleadings even before the
12 appeal. El Dorado's obligation to Nanyah has been the heart of the case,
13 the contractual obligation. So that's where we have it. We have this
14 case loaded with an obligation from El Dorado to Nanyah. And what
15 does that trigger and what are the ramifications of that?

16 If you perceive that NCRP 15 relief is premature, given that
17 we haven't had the trial, that's one thing. But to say that this issue has
18 not been -- fully saturated this case from Day 1, even before recent
19 counsel, that's a misstatement of the case. Thank you.

20 THE COURT: Thank you. This is the Plaintiff's rule under
21 NRCP 15 to amend the complaint. The motion will be denied for the
22 reason that it's untimely and the claims previously abandoned. It's not
23 fair to require a defense under those circumstances.

24 MR. SIMONS: I'm sorry. You said it's denied, because it's
25 untimely?

1 THE COURT: It's untimely.

2 MR. SIMONS: Okay. Thank you.

3 THE COURT: All right. So the next matter is with regard to
4 N.R.S. 163. Mr. Simons.

5 MR. SIMONS: Again, this one deals with a possible
6 timeliness issue, because it may be that this is continued and revisited
7 after the trial, given that we need to see or should see whether there is a
8 judgment or not a judgment, or excuse me, jury verdict or not a jury
9 verdict entered to determine what steps, if any, the Court should take at
10 that time. I understand that. We -- when this type of notice issue is
11 brought to the Court's attention, steps must be taken. We notified the
12 Court of the various activities. You asked for additional briefing on the
13 discretionary aspect.

14 We've shown you that there is a discretionary aspect. It's not
15 just a black and white 30 days. That hands are -- the Court used the
16 phrase, hands are tied. I don't believe that applies or is in existence on
17 this one. So even though we brought the motion, in the alternative
18 relief, it may be necessary again that we deal with it after the trial.
19 Otherwise, then we're asking preliminarily now that you grant,
20 depending on the outcome of the case, the jury's verdict, that we then
21 take the 163 steps and the Court suspends entry of judgment until 163 is
22 able to be complied with.

23 THE COURT: Okay. And the argument for the discretion if
24 have to do that? Because the Texas case was a contingent beneficiary.

25 MR. SIMONS: Well, it -- that doesn't matter. The benefic --

1 whether it's a contingent beneficiary or not, is entirely irrelevant. What
2 the court looked at -- and it's a uniform trust act, okay? So they look at
3 and say what do we do in this situation? The courts don't automatically
4 say don't give beneficiaries an opportunity and don't prejudice the
5 Plaintiff. Don't harm the Plaintiff. We want to deal with things on the
6 merits. And in fact, the California case, when dealing with discretion
7 says apply discretion, not to be arbitrary or prejudicial to parties.

8 So the Texas case actually said judgment was entered. What
9 we're going to do is -- trial court vacated the judgment. Go do the
10 notice. Let's take steps to comply with given notice to the beneficiaries.
11 And in this case, the lead trustee is the lead beneficiary. So the Court in
12 this situation needs to exercise its discretion or at least postpone it to see
13 what happens at the end of the day. To come in and say before trial, Mr.
14 Simons, you asked for a continuance, so we can comply and now I'm
15 going to deny that.

16 And then I'm even going to deny that before trial, that you
17 don't get to move forward with N.R.S. 163 relief. It is not supported by
18 the case law. It's not supported by the language of discretionary
19 application. It's not supported by the policy of Nevada to deal with
20 matters on their merits and it's not appropriate to deal with the let's
21 penalize a party on the technical component when the Court is vested
22 with discretion to achieve fairness and justice.

23 THE COURT: Thank you.

24 MR. WIRTHLIN: Thank you. Good morning. I'll be brief. The
25 Court hit directly on the point that we're going to make and which we

1 made in our supplemental briefing, which is under this statute and in the
2 situation that has arisen, because of the Plaintiff's failure to give notice to
3 the beneficiaries of the Rogich Trust as required under the statute, there
4 is no discretion for the Court at this point to do anything other than find
5 in favor of the Trust against all Plaintiff's claims and dismiss the Trust.
6 As the Court noted, the Trans American case is distinguishable in that it
7 involved contingent beneficiaries and importantly, does not involve
8 N.R.S. 12.130, which requires intervention before trial.

9 And the beneficiaries cannot now do that. There is discretion
10 in certain instances. That's the BB&T case, where this issue is brought
11 up long before. I think in that case it was two years before there was
12 ever a judgment entered. And in that case, the demand was made for
13 the names of the trust beneficiaries and not provided by the trustee. And
14 the Court therefore in that case affixed a different time. This is an
15 entirely different situation, Your Honor.

16 We're talking about trustees. And I think as was mentioned
17 in the opening argument, that the Court should not be prejudicial to the
18 parties. But I think the consideration that needs to be made and is made
19 embodied in Chapter 163 is the prejudice to the trust beneficiaries, six of
20 whom we know in Mr. Rogich' declaration are minors, one of whom has
21 special needs. They may require appointment of other representatives
22 or guardian ad litem. That is why the statute provides and requires that
23 the beneficiaries be given notice, Your Honor, pursuant to the statute.

24 And again, I don't think it's -- I don't think can forget that the
25 statute contemplates giving that even 30 days after the JCCR is entered.

1 So unless the Court has any questions, we'll rest on our pleadings.

2 THE COURT: Does anyone else wish to weigh in? Then your
3 reply, please.

4 MR. SIMONS: Again, the Court is to look to not be unfair, to
5 not be prejudicial. The Court is to seek mechanisms to effectuate justice
6 and to try cases on the merits. We just heard now that the Rogich Trust
7 wants to be dismissed from the case right before the jury is empaneled.
8 That demonstrates the gamesmanship. After over five years, after this
9 Court rendering verdict -- judgments in favor of the Rogich Trust to come
10 in and say no, we're out of the case now. That's unfair. That's
11 prejudicial to the Plaintiff. There's a mechanism that's embodied in the
12 statute that deals with this situation.

13 Case law demonstrates the Judge is supposed to exercise
14 discretion and to deal with the notice to give opportunities to see if it
15 even matters, to determine whether those beneficiaries are
16 indispensable parties or not indispensable. In fact, the Texas case said
17 you know what, you beneficiaries aren't indispensable. Your interests
18 were adequately represented, just as in this case, just as in five years
19 and two sets of lawyers. So as we've requested, the Court either
20 suspend to see what the outcome of the trial is and/or grant the motion,
21 so that we can take the appropriate steps in the event the verdict is in our
22 favor against the Rogich Trust.

23 THE COURT: Thank you. The Court has taken judicial notice
24 of N.R.S. 163.120, which has very definite timelines with regard to the
25 rights of beneficiaries of a trust that has been sued. Here I find that the

1 fact that the notice was so late with regard to the request for information
2 about who the beneficiaries are. The time hasn't even passed for the
3 trust to have to notify you who the beneficiaries are. The whole point of
4 that statute is to allow intervention. N.R.S. 12.130 requires intervention
5 to occur before trial. There's no way those beneficiaries can seek to
6 intervene at this point. So I am going to dismiss the Trust.

7 MR. SIMONS: I'm sorry. You said you're dismissing the
8 Rogich Trust?

9 THE COURT: I am.

10 MR. SIMONS: And you're going to deny discretionary relief
11 under 163?

12 THE COURT: That's correct.

13 MR. SIMONS: Okay. Are you going to allow us to continue
14 and prove to the jury the claims against the Rogich Trust?

15 THE COURT: No. Now, if that affects how you're going to
16 put your case on, do you want a half an hour?

17 MR. SIMONS: Here's what I'd like to do. I'd like to file an
18 emergency motion with the Supreme Court to take this on up on writ.
19 Can we suspend the case, continue the case while I'm allowed to do that,
20 because --

21 THE COURT: Is there --

22 MR. SIMONS: -- this is a significant issue of law --

23 THE COURT: I understand.

24 MR. SIMONS: -- and as you recognize, we have the
25 opportunity to take these things up on writs.

1 THE COURT: Of course. Is there -- do you guys want to
2 recess to -- or are you prepared to respond?
3 MR. WIRTHLIN: Your Honor, I'm not prepared to respond.
4 Can we have a brief recess?
5 THE COURT: Yes.
6 MR. WIRTHLIN: Thank you.
7 THE COURT: Take the time you need, 10, 15 minutes and let
8 me know when everyone's ready. I'll come right back.
9 [Recess at 10:29 a.m.]
10 THE BAILIFF: Court is back in session. Remain seated,
11 please.
12 THE COURT: Please remain seated. Thank you.
13 Defense, are you ready to respond?
14 MR. WIRTHLIN: Yes, Your Honor, we are. And we have
15 spoken amongst ourselves and with Plaintiff's counsel and we would be
16 in agreement to suspend the trial with a few qualifications, which we're
17 all in agreement on, if the Court approves them. The trial has started, so
18 there would be a suspension of the trial, not a continuation. The Trust
19 has been dismissed as a party, so the Trust would not be required to
20 provide any names or other information regarding the beneficiaries of
21 the Rogich Trust and that the parties remaining have the opportunity to
22 file a dispositive motion during the suspension to tee-up the remaining
23 issues concerning the remaining parties, if the Court approves.
24 THE COURT: Are you in agreement to those three
25 conditions?

1 MR. SIMONS: I think we are, except for number 2 and the
2 reason -- number 2 is the no response and it's because I'm not -- I
3 requested I have the opportunity to brief it and their response is we
4 wanted to submit it to the Court and see. And so that's the only one I'm
5 not in agreement with, because I don't know and I didn't have the
6 opportunity clearly to see what effect the statute says, if it has to be a
7 party or not. I'm not really sure.

8 THE COURT: Okay.

9 MR. SIMONS: In order to respond to a 163 notice.

10 MR. LIEBMAN: We're in agreement with all those conditions,
11 Your Honor.

12 THE COURT: So, if there's not an agreement to all terms --

13 [Pause]

14 THE COURT: Mr. Simons, if there's not an agreement to all
15 terms, then do we go forward today? What --

16 MR. SIMONS: I'm grabbing 163.

17 THE COURT: I have it up.

18 MR. WIRTHLIN: Mark, I don't know if you want me to point
19 to it, but just that first line of Subsection 2. A judgment may not be
20 entered in favor of the Plaintiff in the action --

21 MR. SIMONS: Yeah.

22 MR. WIRTHLIN: -- contemplates the loss.

23 MR. SIMONS: I think what you're saying is correct. So given
24 the language, I think what we need to do is also take that issue up on the
25 writ.

1 THE COURT: So does that mean there's consent to
2 suspension, the Trust is not required to respond and the remaining
3 parties can still file dispositive motions? Is that --

4 MR. WIRTHLIN: As far as we're concerned Your Honor.

5 MR. LIEBMAN: Yes, Your Honor.

6 UNIDENTIFIED SPEAKER: Yes.

7 UNIDENTIFIED SPEAKER: Yes.

8 THE COURT: All right. Now, I don't know if for -- this is --
9 may or may not matter whether or not your five-year rule -- there hasn't
10 been a witness -- we haven't had any witnesses, so it's just something to
11 think about.

12 MR. SIMONS: It's actually been satisfied, since we've
13 commenced the trial.

14 THE COURT: Okay. Good enough. So I guess we're in
15 recess until another matter is brought to my attention at this point.

16 MR. WIRTHLIN: Thank you, Your Honor.

17 MR. LIEBMAN: Yes, Your Honor.

18 THE COURT: Thank you, all.

19 MR. LIEBMAN: Thank you.

20 [Proceedings concluded at 10:52 a.m.]

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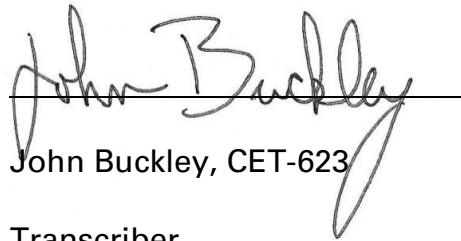
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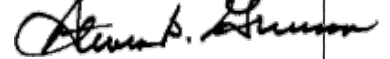
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1 ATTEST: I do hereby certify that I have truly and correctly
2 transcribed the audio/video proceedings in the above-entitled case to the
3 best of my ability.

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5 
6 John Buckley, CET-623
7
8 Transcriber

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10 Date: April 22, 2019
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

ORDER

COURT FINDS after review that the Complaint in Case No. A686303 was filed on July 31, 2013, wherein Nanyah Vegas, LLC, as a plaintiff therein, alleged causes of action against Defendants Sig Rogich aka Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Eldorado Hills, LLC.

COURT FURTHER FINDS after review that the Complaint in Case No. A746239 was filed on November 4, 2016, wherein Nanyah Vegas, LLC, as the plaintiff therein, alleged causes of action against Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, Peter Eliadas, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC and Imitations, LLC.

COURT FURTHER FINDS after review that on March 31, 2017, the Stipulation for Consolidation was filed with the Court consolidating Case No. A686303 and Case No. A746239.

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HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1 **COURT FURTHER FINDS** after review that on April 15, 2019, the Request for
2 Judicial Notice was filed with the Court requesting, pursuant to NRS 47.140(3), that the Court
3 take judicial notice of NRS 163.120, which provides the following:
4

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

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

13 2. A judgment may not be entered in favor of the plaintiff in the action
14 unless the plaintiff proves that within 30 days after filing the action, or within 30
15 days 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 than
17 30 days before obtaining the judgment, the plaintiff notified each of the
18 beneficiaries known to the trustee who then had a present interest, or in the case
19 of a charitable trust, the Attorney General and any corporation which is a
20 beneficiary or agency in the performance of the charitable trust, of the existence
21 and nature of the action. The notice must be given by mailing copies to the
22 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a
23 list of the beneficiaries to be notified, and their addresses, within 10 days after
24 written demand therefor, and notification of the persons on the list constitutes
25 compliance with the duty placed on the plaintiff by this section. Any beneficiary,
26 or in the case of charitable trusts the Attorney General and any corporation which
27 is a beneficiary or agency in the performance of the charitable trust, may
28 intervene in the action and contest the right of the plaintiff to recover.

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

10 **COURT FURTHER FINDS** after review that on April 16, 2019, Nanyah Vegas,
11 LLC's Emergency Motion to Address Defendant the Rogich Family Irrevocable Trust's NRS
12 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120 was filed with
13 the Court.

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COURT FURTHER FINDS after review that a telephonic hearing was convened on April 18, 2019 wherein the Court took judicial notice of NRS 163.120.

COURT FURTHER FINDS after review that at the commencement of trial on April 22, 2019, Defendant Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust (“Defendant Rogich Trust”) orally moved the Court to dismiss this action as to Defendant Rogich Trust for failure to comply with NRS 163.120 (“Motion to Dismiss”).

COURT FURTHER FINDS after review that NRS 163.120 contemplates notice required thereunder being provided in the early stages of an action in order to permit the beneficiaries of a trust the opportunity to intervene in such action and meaningfully participate therein.

COURT FURTHER FINDS after review that NRS 12.130 provides that an interested person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d 1120, 1130 (2006).

COURT FURTHER FINDS after review that, because the trial in this action commenced on April 22, 2019, Plaintiff Nanyah’s written demand for a list of beneficiaries submitted to the Defendant Rogich Trust on April 15, 2019 was untimely under NRS 163.120 as such notification would not permit interested beneficiaries of the trust an opportunity to intervene in this action pursuant to NRS 12.130(1).

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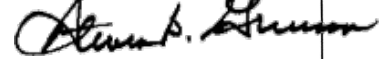
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THEREFORE, COURT ORDERS for good cause appearing and after review that the Motion to Dismiss is hereby GRANTED and Defendant Rogich Trust is hereby DISMISSED with prejudice.

COURT FURTHER ORDERS for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf
NANCY ALLF
DISTRICT COURT JUDGE



DISTRICT COURT
CLARK COUNTY, NEVADA

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order was entered in this action on or about April 30, 2019, a true and correct copy of which is attached hereto.

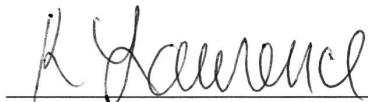
DATED this 30th day of April, 2019.



NANCY ALLF
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of the foregoing Notice of Entry of Order was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.



Karen Lawrence
Judicial Executive Assistant

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * * *

CARLOS HUERTA

Plaintiff(s)

vs.

ELDORADO HILLS LLC

Defendant(s)

CASE NO.: A-13-686303

DEPARTMENT 27

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

And all related matters.

ORDER

COURT FINDS after review that the Complaint in Case No. A686303 was filed on July 31, 2013, wherein Nanyah Vegas, LLC, as a plaintiff therein, alleged causes of action against Defendants Sig Rogich aka Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Eldorado Hills, LLC.

COURT FURTHER FINDS after review that the Complaint in Case No. A746239 was filed on November 4, 2016, wherein Nanyah Vegas, LLC, as the plaintiff therein, alleged causes of action against Defendants Sigmund Rogich, individually and as Trustee of The Rogich Family Irrevocable Trust, Peter Eliadas, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC and Imitations, LLC.

COURT FURTHER FINDS after review that on March 31, 2017, the Stipulation for Consolidation was filed with the Court consolidating Case No. A686303 and Case No. A746239.

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HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1 **COURT FURTHER FINDS** after review that on April 15, 2019, the Request for
2 Judicial Notice was filed with the Court requesting, pursuant to NRS 47.140(3), that the Court
3 take judicial notice of NRS 163.120, which provides the following:
4

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

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

13 2. A judgment may not be entered in favor of the plaintiff in the action
14 unless the plaintiff proves that within 30 days after filing the action, or within 30
15 days 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 than
17 30 days before obtaining the judgment, the plaintiff notified each of the
18 beneficiaries known to the trustee who then had a present interest, or in the case
19 of a charitable trust, the Attorney General and any corporation which is a
20 beneficiary or agency in the performance of the charitable trust, of the existence
21 and nature of the action. The notice must be given by mailing copies to the
22 beneficiaries at their last known addresses. The trustee shall furnish the plaintiff a
23 list of the beneficiaries to be notified, and their addresses, within 10 days after
24 written demand therefor, and notification of the persons on the list constitutes
25 compliance with the duty placed on the plaintiff by this section. Any beneficiary,
26 or in the case of charitable trusts the Attorney General and any corporation which
27 is a beneficiary or agency in the performance of the charitable trust, may
28 intervene in the action and contest the right of the plaintiff to recover.

 3. Except as otherwise provided in this chapter or in the contract, 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. 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.

COURT FURTHER FINDS after review that on April 16, 2019, Nanyah Vegas,
LLC'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 was filed with
the Court.

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1 **COURT FURTHER FINDS** after review that a telephonic hearing was convened on
2 April 18, 2019 wherein the Court took judicial notice of NRS 163.120.

3
4 **COURT FURTHER FINDS** after review that at the commencement of trial on April
5 22, 2019, Defendant Sigmund Rogich as Trustee of The Rogich Family Irrevocable Trust
6 (“Defendant Rogich Trust”) orally moved the Court to dismiss this action as to Defendant
7 Rogich Trust for failure to comply with NRS 163.120 (“Motion to Dismiss”).

8 **COURT FURTHER FINDS** after review that NRS 163.120 contemplates notice
9 required thereunder being provided in the early stages of an action in order to permit the
10 beneficiaries of a trust the opportunity to intervene in such action and meaningfully participate
11 therein.

12
13 **COURT FURTHER FINDS** after review that NRS 12.130 provides that an interested
14 person must intervene in an action “[b]efore the trial.” NRS 12.130(1)(a); *see also Am. Home*
15 *Assur. Co. v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 122 Nev. 1229, 1244, 147 P.3d
16 1120, 1130 (2006).

17 **COURT FURTHER FINDS** after review that, because the trial in this action
18 commenced on April 22, 2019, Plaintiff Nanyah’s written demand for a list of beneficiaries
19 submitted to the Defendant Rogich Trust on April 15, 2019 was untimely under NRS 163.120
20 as such notification would not permit interested beneficiaries of the trust an opportunity to
21 intervene in this action pursuant to NRS 12.130(1).
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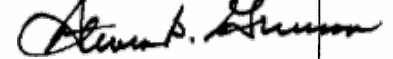
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THEREFORE, COURT ORDERS for good cause appearing and after review that the Motion to Dismiss is hereby **GRANTED** and Defendant Rogich Trust is hereby **DISMISSED** with prejudice.

COURT FURTHER ORDERS for good cause appearing and after review that, within 10 days of the Notice of Entry of this Order, the parties are directed to submit to the Court a stipulation and order with respect to the agreed upon stay of this action.

DATED this 30 day of April, 2019.

Nancy L Allf
NANCY ALLF
DISTRICT COURT JUDGE



1 **ORDR**

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

4 **FENNEMORE CRAIG, P.C.**
5 300 S. Fourth Street, Suite 1400

6 Las Vegas, Nevada 89101
7 Tel.: (702) 692-8000; Fax: (702) 692-8099

8 Email: slionel@fclaw.com

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

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

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

ORDER DENYING PLAINTIFF NANYAH
VEGAS, LLC'S MOTION TO SETTLE
JURY INSTRUCTIONS

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY**
2 **INSTRUCTIONS**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the
4 Court's October 5, 2018 Order Granting Summary Judgment ("Motion to Settle Jury
5 Instructions") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

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

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and
17 pleadings on file, and having considered the same, and for the reasons stated upon the record,

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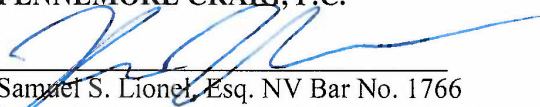
1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury
3 instructions.

4 DATED this 23 day of April, 2019.

5
6 Nancy L. Allen
DISTRICT COURT JUDGE

7
8 **Respectfully submitted by:**
FENNEMORE CRAIG, P.C.

9 
10 Samuel S. Lionel, Esq. NV Bar No. 1766
11 Brenoch Wirthlin, Esq. NV Bar No. 10282
300 S. Fourth Street, Suite 1400
Las Vegas, NV 89101
12 *Attorneys for Sigmund Rogich, Individually and as Trustee of*
13 *The Rogich Family Irrevocable Trust and Imitations, LLC*

14 **Approved As to Form and Content:**

15 BAILEY KENNEDY

16
17 By: 

18 Joseph Liebman, Esq., Nevada Bar No. 10125
19 Dennis Kennedy, Esq., Nevada Bar No. 1462
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
20 *Attorneys for Defendants Pete Eliades, individually, and as*
21 *Trustee of The Eliades Survivor Trust of 10/30/08*
Teld, LLC and Eldorado Hills, LLC

22 **Approved As to Form and Content:**

23 SIMONS HALL JOHNSTON PC

24 BY:

25 Mark Simons, Esq., Nevada Bar No. 5132
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27 msimons@shinevada.com
Attorney for Plaintiff Nanyah Vegas, LLC

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

2 1. The Court must hear evidence before making a determination on the settlement of jury
3 instructions.

4 DATED this ____ day of _____, 2019.

5

6

DISTRICT COURT JUDGE

7

8 **Respectfully submitted by:**
FENNEMORE CRAIG, P.C.

9

10 Samuel S. Lionel, Esq. NV Bar No. 1766
11 Brenoch Wirthlin, Esq. NV Bar No. 10282
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14 **Approved As to Form and Content:**

15 BAILEY KENNEDY

16

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Trustee of The Eliades Survivor Trust of 10/30/08
Teld, LLC and Eldorado Hills, LLC*

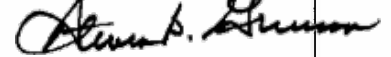
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28



1 **ORDR**

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9 *Attorneys for Sigmund Rogich, Individually and as Trustee of*
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11
12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

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

21 Plaintiffs,

22 v.

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

28 Defendants.

29
30 NANYAH VEGAS, LLC, a Nevada limited
31 liability company,

32 Plaintiff,

33 v.

34 TELD, LLC, a Nevada limited liability
35 company; PETER ELIADES, individually and
36 as Trustee of the Eliades Survivor Trust of
37 10/30/08; SIGMUND ROGICH, individually
38 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 TO RECONSIDER
ORDER ON MOTION IN LIMINE #5 RE:
PAROL EVIDENCE RULE

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON**
2 **MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order On Nanya's Motion in
4 Limine #5: Parol Evidence Rule on Order Shortening Time ("Motion to Reconsider Order on
5 Motion in Limine #5 Re: Parol Evidence Rule") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

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

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and
17 pleadings on file, having considered the same, and good cause appearing, the Court hereby

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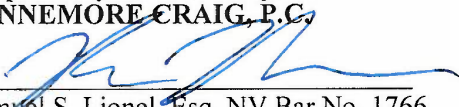
28

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence
2 Rule.

3 DATED this 23 day of April, 2019.

4 Nancy J. Alf
5 DISTRICT COURT JUDGE
6 

7 **Respectfully submitted by:**
8 **FENNEMORE CRAIG, P.C.**

9 
10 Samuel S. Lionel, Esq. NV Bar No. 1766
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15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

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24 *Trustee of The Eliades Survivor Trust of 10/30/08*
25 *Teld, LLC and Eldorado Hills, LLC*

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Attorney for Plaintiff Nanyah Vegas, LLC

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence
2 Rule.

3 DATED this ____ day of _____, 2019.

4
5 _____
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**
8 **FENNEMORE CRAIG, P.C.**

9 Samuel S. Lionel, Esq. NV Bar No. 1766
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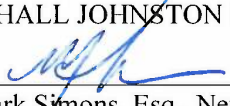
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23 *Trustee of The Eliades Survivor Trust of 10/30/08*
24 *Teld, LLC and Eldorado Hills, LLC*

25 ~~**Approved As to Form and Content:**~~

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27 BY: 
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31 msimons@shjnevada.com
32 *Attorney for Plaintiff Nanyah Vegas, LLC*



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CARLOS HUERTA, et al,)	CASE NO. A-13-686303-C
)	A-16-746239-C
Plaintiffs,)	
)	
vs.)	DEPT NO. XXVII
)	
ELDORADO HILLS, LLC, et al,)	
)	
Defendants.)	Transcript of
)	Proceedings
<u>AND RELATED CASES AND PARTIES)</u>		

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

TELEPHONIC CONFERENCE

THURSDAY, APRIL 18, 2019

APPEARANCES:

FOR THE PLAINTIFFS: MARK G. SIMONS, ESQ.

FOR THE DEFENDANTS: DENNIS L. KENNEDY, ESQ.
JOSEPH A. LIEBMAN, ESQ.
BRENOCH WIRTHLIN, ESQ.
SAMUEL S. LIONEL, ESQ.
THOMAS H. FELL, ESQ.

RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER
TRANSCRIBED BY: JULIE POTTER, TRANSCRIBER

1 LAS VEGAS, NEVADA, THURSDAY, APRIL 18, 2019, 3:55 P.M.

2 (Court was called to order)

3 THE COURT: This is the Judge. I'm calling the case
4 of Huerta versus Rogich, A686303. Appearances, please, from the
5 plaintiff to the defendant to the third parties.

6 MR. SIMONS: This is Mark Simons on behalf of Nanyah
7 Vegas.

8 THE COURT: Thank you.

9 MR. LIEBMAN: This is Joseph Liebman and Dennis
10 Kennedy on behalf of Eldorado Hills.

11 MR. WIRTHLIN: Brenoch Wirthlin, Sam Lionel, and Tom
12 Fell on behalf of Rogich defendant [inaudible].

13 THE COURT: Mr. Wirthlin, if that is you speaking, I'm
14 having a very hard time hearing you. Can you increase the sound
15 on your device.

16 MR. WIRTHLIN: Yes. We tried, Your Honor. Is that
17 better?

18 THE COURT: Yes. Thank you. So I have set a hearing
19 today on Nanyah Vegas LLC's emergency motion to address
20 defendant Rogich Family Irrevocable Trust NRS 163.120 notice
21 and/or motion to continue trial for purposes of NRS 163.120. To
22 let everyone know, I think I have read everything that you have
23 filed in the last ten days. I've done it in a hurried basis,
24 but I believe that I'm prepared.

25 So, Mr. Simons, let me hear from you on your motion.

1 MR. SIMONS: The motion is pretty straightforward.
2 We're going to have to address it in some fashion. We
3 identified that given that Mr. Rogich is a beneficiary, as well
4 as trustee, it may not apply. But apparently in our
5 communications previously in the 2.67 meeting there was no
6 resolution, so that leaves two options, really, for the Court to
7 address.

8 One is either try the case, but not enter judgment
9 based upon the jury verdict until the 163.120 timeline is
10 complied with, and then deal with any activity after that, or,
11 two, do a short continuance. It's only going to be about 40
12 days that I think would be necessary to get it in full
13 compliance. And then the Court wouldn't have any need to delay
14 the proceedings and could enter judgment immediately after the
15 jury verdict.

16 THE COURT: Thank you.

17 MR. SIMONS: So --

18 THE COURT: Did I cut you off? Go ahead.

19 MR. SIMONS: No, no. I just want to make -- that's
20 really the kind of scenario we're looking at. If the Court may
21 recall, there was a previous continuance of this case, not
22 because of any substantive issue, but back in November Mr.
23 Lionel asked to continue the case for personal reasons, and then
24 a six-month continuance was granted over the objection of
25 Nanyah.

1 In this instance we think we have a substantive, or at
2 least an issue that can be addressed and should be addressed,
3 and procedurally for judicial economy and to really streamline
4 things and not, you know, make more appellate issues, a simple
5 continuance and a short continuance is warranted.

6 There was an argument that that's prejudicial, but, in
7 fact, it's all really -- there's an inconvenience that is being
8 alleged rather than a prejudicial effect. So I think for
9 judicial economy and full compliance we suggested that a short
10 continuance be appropriate so that all the 163.120 obligations
11 are complied with.

12 THE COURT: Thank you, Mr. Simons.

13 MR. SIMONS: That's it.

14 THE COURT: Let me hear from Rogich defendants before
15 I hear from Eldorado.

16 MR. WIRTHLIN: Yes, Your Honor. This is Brenoch
17 Wirthlin. We think that as to the two aspects of that motion
18 that Mr. Simons referenced, we'll take the continuance request
19 first. And we would submit, Your Honor, that pursuant to EDCR
20 7.30 both (c) and (d), the Court -- the plaintiff did not comply
21 with those requirements, which require -- I can read very
22 briefly from that provision.

23 Subsection (c) states except in criminal matters, if a
24 motion for continuance is filed within 30 days before the date
25 of the trial, the motion must contain a certificate of counsel

1 for the movant that counsel has provided counsel's client with a
2 copy of the motion and supporting documents. The court will not
3 consider any motion filed in violation of this paragraph.

4 And in subsection (d) it states no continuance may be
5 granted unless the contents of the affidavit conform to this
6 rule, and then it talks about exceptions for mining cases which
7 does not apply.

8 We would submit, Your Honor, that in addition to the
9 prejudice that EDCR 7.30 and the lack of that certification in
10 plaintiff's motion prohibits the trial from being continued.

11 I do want to note just as well, there have been two
12 continuances. I believe the first one was at the request of the
13 plaintiff, and then there was the previous continuance, which I
14 think the Court was willing to hear the case in February and
15 plaintiff wanted to have it moved and the Court was willing to
16 accommodate. But I think as far as the continuance goes, Your
17 Honor, this case has been pending for five and a half years and
18 the Court has given us a firm setting. And even if EDCR 7.3
19 would permit the case to be continued or the trial to be
20 continued, it cannot be for those reasons.

21 With respect to the second aspect, I think that
22 that's, and we pointed that out in our pleading, but I think
23 it's unnecessary and it's premature for the Court to make a
24 determination. I think that these issues right now, I think
25 that these issues are not proper before the Court yet. They

1 will be at trial, and the Court can address them at that time as
2 needed. I think that anything other than that would constitute
3 an advisory ruling and is just unnecessary.

4 THE COURT: Thank you.

5 MR. WIRTHLIN: Thank you.

6 THE COURT: And, Mr. Kennedy and Liebman.

7 MR. KENNEDY: Yes, Your Honor. Dennis Kennedy for
8 Eldorado. We don't have a position on this. We're willing to
9 go along with whatever the Court decides.

10 THE COURT: Okay. And let me hear again from you as
11 in a form of a reply, Mr. Simons.

12 MR. SIMONS: Thank you. I do note that my motion
13 identifies that the client was fully advised and consents to
14 this activity, and so we put that in there. It's not in the
15 form of an affidavit or a declaration that's sufficient to
16 achieve that.

17 Two, it can't be an issue at trial. The statute
18 actually says once it's brought to the attention of the Court --
19 and, again, this is a uniform provision. Once it's brought to
20 the attention of the Court, the Court has to do something. The
21 Court can't just ignore it and try the case and then somehow let
22 this be an issue at trial for the jury to decide. This -- the
23 Court has to recognize that under this provision, it's got to
24 address the situation. So the request that, hey, just let it go
25 to trial and we'll deal with it at trial, that -- that's not the

1 answer.

2 We suggest the proper and really most convenient way
3 to approach this, both for judicial economy and to minimize
4 appellate issues which we've all been trying to do, is just --
5 it's only going to take, I think, about 37 days to be accurate
6 because the notices -- requests for information on who the
7 beneficiaries are and the address was already sent out. I've
8 asked orally. That information hasn't been provided, but it
9 will be provided shortly. The notice gets served, there is --
10 then everything is a go.

11 MR. WIRTHLIN: Your Honor, this is Brenoch, and I --
12 I'm perfectly fine with Mr. Simons replying after I respond, but
13 I would dispute that his declaration contains any certification
14 that he has provided this to his counsel -- or, I'm sorry, to
15 his -- to his client. So with respect to that -- right, on page
16 2 and 3 of the motion.

17 THE COURT: And, Mr. Kennedy, and then Mr. Simons if
18 you have anything more to add.

19 MR. KENNEDY: Your Honor, Dennis Kennedy. No, nothing
20 else.

21 THE COURT: Mr. Simons.

22 MR. SIMONS: If you think that there is a deficiency
23 in the affidavit, I will get an affidavit from my client
24 acknowledging the motion, acknowledging the contents thereof,
25 and acknowledging that the continuance is being contemplated and

1 requested.

2 MR. WIRTHLIN: Your Honor, I --

3 THE COURT: Yes?

4 MR. WIRTHLIN: Go ahead. I'm sorry, Mr. Simons.

5 MR. SIMONS: And so again, the provisions of 163.120
6 are different and distinct with regards to continuance. It's a
7 mechanism, what does the court do when this situation arises.
8 This wasn't -- clearly was not something that you were unaware
9 of or that Rogich Trust was unaware of. Five years, they've
10 never said anything. This could have easily been handled. No,
11 it's at the eve of trial, an ambush type of tactic, so we're
12 just trying to figure out the best and most cost effective and
13 efficient way to deal with all of them.

14 MR. WIRTHLIN: And, Your Honor -- I'm sorry, EDCR 7.30
15 (e) does provide, and I'm quoting here, no amendments or
16 additions to affidavits for a continuance will be allowed at the
17 hearing on the motion. And we would submit that any
18 supplemental or additional affidavit is improper and must be
19 excluded if the trial should go forward. We dispute the other
20 assertions at this time, but we'll rest on that, Your Honor.

21 THE COURT: All right. Mr. Simons, it's your motion.
22 You get the last bite at the apple.

23 MR. SIMONS: If the Court recalls the last
24 continuance, it was an oral continuance made by Mr. Lionel, I
25 believe. So, I mean, to -- well, enough said. I think the

1 Court is very cognizant of the issue that's presented before it
2 and I don't think I have anything else to add.

3 THE COURT: Thank you. I have a -- before I rule, I
4 have a couple of questions for you, Mr. Simons. We did some
5 research on 163.120 and how it's applied. Do you have certainty
6 that there is unity of interest between Mr. Rogich as the sole
7 beneficiary of the trust?

8 MR. SIMONS: Am I certain about that? No, because --
9 and I have to refer to what the opposition said, and the
10 opposition says -- just one second -- that Mr. Rogich is not the
11 only beneficiary. So that's the first I've heard of that, so I
12 cannot tell you with certainty that Mr. Rogich is the only
13 beneficiary.

14 THE COURT: Okay.

15 MR. SIMONS: Because there is an indication he's not,
16 so that's all I have to go with right then.

17 THE COURT: And other cases seem to suggest that if
18 there's been an implied notification of the beneficiaries early
19 in the action that that may alter the statute. Can you argue
20 that you have implied notification to the beneficiaries?

21 MR. SIMONS: To the -- I was under the belief, based
22 upon the deposition testimony, that Mr. Rogich was the only
23 beneficiary. Before this hearing I tried to address that with
24 Rogich Trust's attorneys, and they would not disclose who the
25 beneficiaries were. So in the abstract, it seems -- it would

1 seem shocking to me to think that this case has already gone up
2 to the Supreme Court once and come back down.

3 The Rogich defendants have been in this case, have
4 actually moved for summary judgment, actually defended summary
5 judgment claims without ever raising this issue, indicating to
6 me that any beneficiary was fully cognizant of this action, of
7 the notice. And so that's why I don't -- I don't see how the
8 provisions of 163.120 are necessary or implicated. But, again,
9 I don't know until I know who the beneficiaries are. Because if
10 it's his wife, clearly, you know, there's going to be
11 constructive notice. If there's somebody else, I don't know.

12 MR. WIRTHLIN: And, Your Honor, we -- this is Brenoch
13 Wirthlin. We will provide that information pursuant to the
14 statute. If the Court has additional questions about that,
15 frankly, that's the first that I've heard about that out of an
16 argument, and I would request that the trial not be continued,
17 but that we be permitted to brief that issue and submit briefs
18 on that.

19 THE COURT: All right. And -- all right. So let me
20 get back to my questions to Mr. Simons.

21 Mr. Simons, 163.120(2) really -- really ties your
22 hands as far as timing. It says that you have -- what it seems
23 to me is that it gives you the chance either before the 16.1 or
24 after to determine who the beneficiaries are so that they can be
25 given notice so that they have the ability to intervene.

1 And I realize that there's a provision there that
2 within such time as the Court may fix, but the way I read it is
3 that so that if you don't have it by the time that the initial
4 disclosures are made you can ask for additional time. I don't
5 see where it can be made on the eve of trial. So I need to hear
6 more about that, what you think my discretion is. Because --

7 MR. SIMONS: Well, it actually --

8 THE COURT: -- my biggest --

9 MR. SIMONS: -- gave you a date --

10 THE COURT: -- my biggest --

11 MR. SIMONS: -- that said it was done after the Court
12 had rendered a judgment. This Court vacated the judgment, said
13 here's what we're going to do, I'm vacating the judgment, do
14 your notice, then we'll deal with what the beneficiaries are.

15 It's not a mechanism to preclude a judgment moving --
16 a verdict being entered or a judgment moving forward. It has to
17 deal with giving opportunity. And it says only before judgment.
18 That's all. That's what the statute says. And there is -- if
19 the Court says that -- well, none of the courts or the cases
20 that deal with it have said if you don't do it by the time you
21 do a 16.1 disclosure or a disclosure your hands are -- you're
22 handcuffed.

23 If we're going to look at that, then what we have to
24 look at is 16.1 also requires the defendants to notify in their
25 16.1 who are the beneficiaries. It requires the defendants to

1 produce a copy of the trust. So it goes both ways.

2 It's not all of the sudden, hey, let's surprise and
3 let's penalize Nanyah, let's do that on the eve of trial after
4 we've tried this case for five years. Defendants haven't said
5 anything, and, in fact, the case law says, look, all they have
6 to do is request and participate in the activity before
7 judgment. That's what it says.

8 THE COURT: Right. But the purpose of --

9 MR. SIMONS: And the other decision would absolutely
10 be contrary to the whole scope and intent and purpose and case
11 law.

12 THE COURT: But the -- the purpose of the statute to
13 me is to give beneficiaries due process to give them the chance
14 to intervene. You don't even have a response to the letter.
15 And, frankly, the letter didn't specify a time frame. I don't
16 know if it goes back to the 2013 original case or the
17 consolidated case filed on November 4, 2016. I don't think it
18 would be possible to have a response before the time that's set
19 for trial now. That's my concern.

20 MR. SIMONS: Yeah. This is Mark Simons. That's why a
21 slight continuance has been requested so that that can be fully
22 complied with because there -- the opportunity to comply with
23 the statute has to be provided. And the request was made, the
24 statute says you provide -- the information has to be produced,
25 but it only applied to the then current beneficiaries. It's not

1 to every beneficiary ever. It's only the then current. It's
2 very specific on that. So to the extent you're saying we don't
3 know who would be the beneficiary, it's very limited.

4 THE COURT: Well, but it's contemplated that it would
5 be done within 30 days after filing the action, and that action
6 was filed in November of 2016.

7 MR. SIMONS: Your Honor, Mark Simons again. It
8 actually says, the case law that's interpreted says the court
9 has discretion. If the court is going to decline discretion,
10 that's one thing. It doesn't say that this is the only period
11 of time. In fact, the cases very clearly say that's why the
12 language is inserted in there because this does arise. It's
13 not, hey, you've got 30 days and that's it. And that's not how
14 the statute is written and that's not how it's been interpreted.

15 THE COURT: Good enough. Does anybody --

16 MR. SIMONS: It's clear and simple. I'm sorry, Your
17 Honor.

18 THE COURT: No, I'm sorry. Go ahead, please. Mr.
19 Simons, did I cut you off? I didn't mean to.

20 MR. SIMONS: The only thing I was going to say is
21 denying the ability to allow for compliance with the statute
22 would be an abuse of discretion when there is clearly
23 opportunity and time to do so.

24 THE COURT: Okay. Does anyone else have anything to
25 add before I rule? Okay. The ruling today with regard to

1 Nanyah's emergency motion to address the notice issue, the Court
2 will take judicial notice of 163.120. The Court denies the
3 motion to continue the trial, and Monday at 10:00 we will argue
4 the legal aspect with regard to the scope of my discretion.

5 I only scratched the surface on my research with my
6 law clerk. I assume you guys have done more or can do more. So
7 I'll hear argument with regard to the discretion issue Monday at
8 10:00 a.m. before we start choosing a jury. Any briefs --

9 MR. WIRTHLIN: Your Honor --

10 THE COURT: Any briefs that get filed here need to be
11 by midnight on Sunday. And now comments, please?

12 MR. WIRTHLIN: Your Honor, just one housekeeping
13 matter. I think we had talked about a motion that Mr. Simons
14 had pending with respect to his implied contract claim and we
15 were going to see if that could be argued after a jury was
16 selected. We'd be fine doing it at that time or whatever time
17 the Court decides.

18 THE COURT: You know, I was never asked to sign an
19 order shortening time on that. I assumed the issue was dead.
20 Is that --

21 MR. SIMONS: Your Honor, what we discussed at the last
22 hearing was that the parties would contemplate how best to
23 submit that issue to you and get it resolved. So there wasn't
24 -- you weren't -- didn't instruct us to sign off on an order
25 shortening time or request that. So the parties contemplated a

1 2.67 meeting to approach that.

2 THE COURT: Well, I was just never --

3 MR. SIMONS: Also --

4 THE COURT: -- I was never informed that you had even
5 discussed it, so I -- I don't have a crystal ball, guys. All
6 right. So, Mr. Simons, what do you believe was contemplated?

7 MR. SIMONS: That there -- the Court had a motion on
8 an NRCP 15 --

9 THE COURT: Right.

10 MR. SIMONS: -- motion --

11 THE COURT: A countermotion. Right.

12 MR. SIMONS: -- that was stricken and was not
13 addressed at the time it was calendared. So I brought that to
14 the Court's attention.

15 THE COURT: Right.

16 MR. SIMONS: The Court said to counsel, you figure out
17 how you want to deal with it. And so we -- there was an
18 opposition filed by Eldorado, and we were going to just argue
19 that briefly to have a decision before trial.

20 THE COURT: All right. So if both parties consent to
21 that, just let me know in writing that you consent. Otherwise
22 -- because I need to know to be prepared, as well.

23 MR. SIMONS: Okay.

24 THE COURT: And if there's --

25 MR. SIMONS: And last --

1 THE COURT: If any other briefing --

2 MR. LIEBMAN: This is Joseph Liebman on behalf of
3 Eldorado Hills. There was -- there was certainly some confusion
4 at the last hearing. My -- my understanding was that there --
5 there was an instruction of Mr. Simons wanted it to be heard to
6 -- to seek further -- that there was certainly discussion
7 [indiscernible] I believe Mr. Simons, that he wasn't going to
8 refile the motion. We filed an opposition just to be on the
9 safe side to the extent that issue comes up.

10 Obviously, we oppose any sort of 15(b) amendment at
11 this particular point in time. It's certainly up to the Court
12 whether or not the Court wants to hear that particular issue.
13 We would -- we would -- and this was in our opposition, we
14 believe it's premature [indiscernible] to amendment that are
15 baseline implying an express intent during. I don't -- we
16 haven't even gotten to that point yet.

17 So we would -- we would certainly take the position
18 that if Mr. Simons wants to file a rule 15(b) motion, that he
19 make that motion during trial based on what happens at trial and
20 the Court can entertain it at that particular point in time.
21 That's our position on that issue.

22 THE COURT: All right. So I'll put it back to the
23 parties. Mr. Simons, I'll be happy to sign an order shortening
24 time if one is presented tomorrow.

25 MR. SIMONS: Okay. And lastly, to be prepared,

1 because there was a request for judicial notice and application
2 of the law of the case.

3 THE COURT: Yeah, that --

4 MR. SIMONS: That would probably need to be addressed
5 prior to the commencement of trial.

6 THE COURT: There's no need to argue that. I've
7 already indicated in my ruling today that I do take judicial
8 notice of the statute. I take judicial notice of all statutes,
9 and that's -- that's not even discretionary.

10 MR. SIMONS: Well, Your Honor, I wasn't referring to
11 the statute 163.120.

12 THE COURT: Oh.

13 MR. SIMONS: I was referring to the Nevada Supreme
14 Court decision.

15 THE COURT: And where is that?

16 MR. SIMONS: We filed that. I can provide your office
17 with a courtesy copy.

18 THE COURT: That would be good, and I'll be happy to
19 address it Monday morning. Because I don't know what --

20 MR. SIMONS: Okay.

21 THE COURT: Let's see. Hang on. Oh, I see. This is
22 something you filed on the 17th. I have it.

23 MR. SIMONS: Okay.

24 THE COURT: I have it. It was filed on the 17th.

25 MR. LIEBMAN: Your Honor, and we'll -- we'll file an

1 opposition to that request for judicial notice tomorrow.

2 THE COURT: Good enough.

3 MR. WIRTHLIN: And this is Brenoch Wirthlin. We will,
4 too, Your Honor.

5 THE COURT: Very good. So I want all of you to give
6 me before 10:00 on Monday an order of things that we are going
7 to argue. You will determine an agenda between yourselves for
8 Monday at 10:00 a.m.

9 MR. WIRTHLIN: Okay. Thank you, Your Honor.

10 THE COURT: Okay. Anything else, gentlemen?

11 MR. LIEBMAN: Your Honor, this is Joseph Liebman on
12 behalf of Eldorado Hills. We discussed with you briefly your --
13 how you handle voir dire. There was never any indication in any
14 of the previous orders of the Court that you wanted proposed
15 questions submitted to you, and I just wanted to make sure that
16 that wasn't something you were expecting from us --

17 THE COURT: What I --

18 MR. LIEBMAN: -- sometime before trial begins.

19 THE COURT: What I normally require is for the parties
20 to exchange basic outline of the areas in which they intend to
21 inquire. I only give each party one hour. I do the preliminary
22 and give you one hour from there because we need to pick a jury
23 the first day.

24 MR. LIEBMAN: Okay. But the Court doesn't want any
25 proposed questions from the parties?

1 THE COURT: No.

2 MR. LIEBMAN: Okay.

3 THE COURT: Okay. I require you to exchange them.

4 MR. SIMONS: Your Honor, Mark Simons, one last
5 question. I thought -- did you say that after lunch on Monday
6 court resumes at 1:30?

7 THE COURT: Probably. It depends on when we break. I
8 usually try to take an hour for lunch.

9 MR. SIMONS: Okay.

10 THE COURT: We can take less if everyone is amenable.

11 MR. SIMONS: Okay.

12 THE COURT: All right, you guys. If not before, I
13 guess I'll see you Monday at 10:00.

14 MR. SIMONS: Thank you.

15 MR. WIRTHLIN: Thank you, Your Honor.

16 THE COURT: Thank you, everyone.

17 (Proceedings concluded at 4:21 p.m.)

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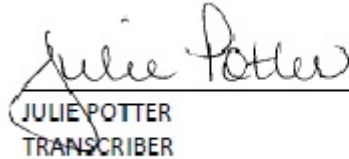
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

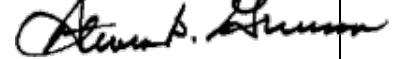
AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

Julie Potter
Kingman, AZ 86402
(702) 635-0301



JULIE POTTER
TRANSCRIBER



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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; **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,

NOTICE OF ENTRY OF ORDER

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:

Plaintiff,
v.

CASE NO.: A-16-746239-C

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, 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.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1st day of May, 2019, an **ORDER DENYING PLAINTIFF'S MOTION TO SETTLE JURY INSTRUCTIONS** was entered in the above case. A copy is attached hereto.

DATED May 1, 2019.

FENNEMORE CRAIG, P.C.

/s/ Brenoch Wirthlin, Esq.

By Brenoch Wirthlin, Esq. (Bar No. 10282)
1400 Bank of America Plaza
300 South Fourth St. 14th Floor
Las Vegas, NV 89101
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
3 and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing
4 system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly
5 addressed to the following:

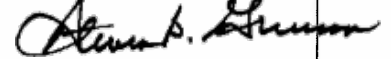
6
7 Mark Simons, Esq.
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13 *and Go Global*

14 Dennis Kennedy
15 Joseph Liebman
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19 Janiece S. Marshall
GENTILE CRISTALLI MILLER
20 **ARMENTI SAVARESE**
410 S. Rampart Blvd., Suite 420
21 Las Vegas, NV 89145

22
23 DATED: May 1, 2019

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



1 **ORDR**

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

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

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

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

**ORDER DENYING PLAINTIFF NANYAH
VEGAS, LLC'S MOTION TO SETTLE
JURY INSTRUCTIONS**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO SETTLE JURY**
2 **INSTRUCTIONS**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Settle Jury Instructions Based Upon the
4 Court's October 5, 2018 Order Granting Summary Judgment ("Motion to Settle Jury
5 Instructions") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

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

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and
17 pleadings on file, and having considered the same, and for the reasons stated upon the record,

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1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury
3 instructions.

4 DATED this 23 day of April, 2019.

5
6 Nancy L. Allen
DISTRICT COURT JUDGE

7
8 **Respectfully submitted by:**
9 **FENNEMORE CRAIG, P.C.**

10 Samuel S. Lionel, Esq. NV Bar No. 1766
11 Brenoch Wirthlin, Esq. NV Bar No. 10282
12 300 S. Fourth Street, Suite 1400
13 Las Vegas, NV 89101
14 Attorneys for Sigmund Rogich, Individually and as Trustee of
15 The Rogich Family Irrevocable Trust and Imitations, LLC

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By:

19 Joseph Liebman, Esq., Nevada Bar No. 10125
20 Dennis Kennedy, Esq., Nevada Bar No. 1462
21 8984 Spanish Ridge Avenue
22 Las Vegas, NV 89148
23 Attorneys for Defendants Pete Eliades, individually, and as
24 Trustee of The Eliades Survivor Trust of 10/30/08
25 Teld, LLC and Eldorado Hills, LLC

26 **Approved As to Form and Content:**

27 SIMONS HALL JOHNSTON PC

28 BY:

Mark Simons, Esq., Nevada Bar No. 5132
6490 South McCarran Blvd., #20
Reno, Nevada 89509
msimons@shinevada.com
Attorney for Plaintiff Nanyah Vegas, LLC

1 hereby DENIES Nanyah's Motion to Settle Jury Instructions for the following reason:

- 2 1. The Court must hear evidence before making a determination on the settlement of jury
3 instructions.

4 DATED this ____ day of _____, 2019.

6 _____
DISTRICT COURT JUDGE

7 **Respectfully submitted by:**
8 **FENNEMORE CRAIG, P.C.**

9 _____
10 Samuel S. Lionel, Esq. NV Bar No. 1766
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13 Las Vegas, NV 89101
*Attorneys for Sigmund Rogich, Individually and as Trustee of
The Rogich Family Irrevocable Trust and Imitations, LLC*

14 **Approved As to Form and Content:**

15 BAILEY KENNEDY

16
17 By:


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*Attorneys for Defendants Pete Eliades, individually, and as
Trustee of The Eliades Survivor Trust of 10/30/08
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22 ~~**Approved As to Form and Content:**~~ 

23 SIMONS HALL JOHNSTON PC

24 BY: 

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Attorney for Plaintiff Nanyah Vegas, LLC



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
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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,

NOTICE OF ENTRY OF ORDER

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:

Plaintiff,

v.

CASE NO.: A-16-746239-C

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, 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.

///

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that on the 1st day of May, 2019, an **ORDER DENYING PLAINTIFF’S MOTION TO RECONSIDER ORDER ON MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE** was entered in the above case.

A copy is attached hereto.

DATED May 1, 2019.

FENNEMORE CRAIG, P.C.

/s/ Brenoch Wirthlin, Esq.

By_

Brenoch Wirthlin, Esq. (Bar No. 10282)

1400 Bank of America Plaza
300 South Fourth St. 14th Floor
Las Vegas, NV 89101

Attorneys for Plaintiffs

1
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C.,
4 and that on May 1, 2019, I caused to be electronically served through the Court's e-service/e-filing
5 system, true and correct copies of the foregoing **NOTICE OF ENTRY OF ORDER** properly
6 addressed to the following:

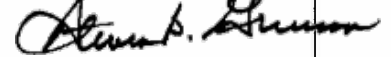
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8 Mark Simons, Esq.
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Attorney for Plaintiff Nanyah Vegas, LLC

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

15 Dennis Kennedy
16 Joseph Liebman
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18 *Attorneys for Defendants Pete Eliades,*
Teld, LLC and Eldorado Hills, LLC
19 Michael Cristalli
Janiece S. Marshall
20 **GENTILE CRISTALLI MILLER**
21 **ARMENTI SAVARESE**
410 S. Rampart Blvd., Suite 420
22 Las Vegas, NV 89145

23
24 DATED: May 1, 2019

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



1 **ORDR**

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

4 **FENNEMORE CRAIG, P.C.**

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7 Tel.: (702) 692-8000; Fax: (702) 692-8099
8 Email: slionel@fclaw.com

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

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

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

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

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **ORDER DENYING NANYAH VEGAS, LLC'S MOTION TO RECONSIDER ORDER ON**
2 **MOTION IN LIMINE #5 RE: PAROL EVIDENCE RULE**

3 Nanyah Vegas, LLC's ("Nanyah") Motion to Reconsider Order On Nanya's Motion in
4 Limine #5: Parol Evidence Rule on Order Shortening Time ("Motion to Reconsider Order on
5 Motion in Limine #5 Re: Parol Evidence Rule") came before the Court on April 8, 2019.

6 **APPEARANCES**

7 The Parties appeared as follows:

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

15 **ORDER**

16 The Court, having heard oral argument, having reviewed the papers, exhibits, and
17 pleadings on file, having considered the same, and good cause appearing, the Court hereby

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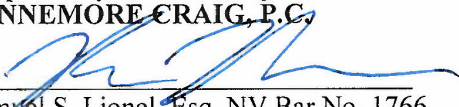
28

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence
2 Rule.

3 DATED this 23 day of April, 2019.

4 Nancy J. Alf
5 DISTRICT COURT JUDGE
6 

7 **Respectfully submitted by:**
8 **FENNEMORE CRAIG, P.C.**

9 
10 Samuel S. Lionel, Esq. NV Bar No. 1766
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15 *The Rogich Family Irrevocable Trust and Imitations, LLC*

16 **Approved As to Form and Content:**

17 BAILEY KENNEDY

18 By: 

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24 *Trustee of The Eliades Survivor Trust of 10/30/08*
25 *Teld, LLC and Eldorado Hills, LLC*

26 **Approved As to Form and Content:**

27 SIMONS HALL JOHNSTON PC

28 BY:

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msimons@shjnevada.com
Attorney for Plaintiff Nanyah Vegas, LLC

1 DENIES Nanyah's Motion to Reconsider Order on Motion in Limine #5 Re: Parol Evidence
2 Rule.

3 DATED this ____ day of _____, 2019.

4
5 _____
6 DISTRICT COURT JUDGE

7 **Respectfully submitted by:**
8 **FENNEMORE CRAIG, P.C.**

9 Samuel S. Lionel, Esq. NV Bar No. 1766
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11 300 S. Fourth Street, Suite 1400
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14 *The Rogich Family Irrevocable Trust and Imitations, LLC*

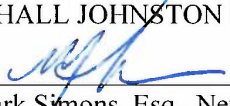
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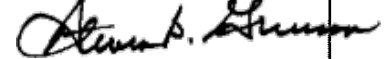
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23 *Trustee of The Eliades Survivor Trust of 10/30/08*
24 *Teld, LLC and Eldorado Hills, LLC*

25 ~~**Approved As to Form and Content:**~~

26 SIMONS HALL JOHNSTON PC

27 BY: 
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32 *Attorney for Plaintiff Nanyah Vegas, LLC*



1 **ORDR (CIV)**
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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*

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

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

17 Plaintiffs,

18 v.

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

24 Defendants.

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

28 Plaintiff,

v.

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

9 Defendants.

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

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

ORDER DENYING THE
ROGICH DEFENDANTS'
MOTIONS IN LIMINE

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

1 The following motions in limine filed by Sigmund Rogich as Trustee of the Rogich
2 Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively
3 referred to herein as the "Rogich Defendants") came before the Court for hearing on April
4 4, 2019: (1) the Motion to Preclude Plaintiff and Carlos Huerta from Presenting at Trial
5 Any Contrary Evidence As to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills,
6 LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance, and (2) the
7 Motion To Preclude the Altered Eldorado Hill's General Ledger and Related Testimony at
8 Trial (the "Motions").

9 The Parties appeared as follows:

- 10 ➤ For the Rogich Defendants: Brenoch Wirthlin, Esq. and Samuel Lionel,
11 Esq. of Fennemore Craig, P.C.
12 ➤ For Plaintiff Nanyah Vegas, LLC: Mark G. Simons, Esq. of SIMONS HALL
13 JOHNSTON PC.

14 **ORDER**


15 The Court, having heard oral argument, having reviewed the papers, exhibits, and
16 pleadings on file, and having considered the same, herby DENIES the Rogich
17 Defendants' Motions without prejudice.

18 DATED this 30 day of April, 2019.

19
20 Nancy L. Alf
DISTRICT COURT JUDGE
21 

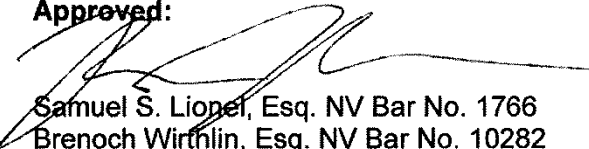
22 Submitted by:

23 **SIMONS HALL JOHNSTON PC**

24
25 By: 
26 Mark Simons, Esq.
27 6490 South McCarran Blvd., #F-46
Reno, NV 89509
Attorneys for Plaintiff Nanyah Vegas, LLC
28

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

1 **Approved:**

2 
3 Samuel S. Lionel, Esq. NV Bar No. 1766
4 Brenoch Wirthlin, Esq. NV Bar No. 10282

FENNEMORE CRAIG, P.C.

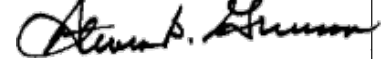
300 S. Fourth Street, Suite 1400

5 Las Vegas, NV 89101

6 slionel@fclaw.com

bwirthlin@fclaw.com

7 *Attorneys for Defendants Sigmund Rogich,*
8 *Individually and as Trustee of The Rogich*
9 *Family Irrevocable Trust and Imitations,*
10 *LLC*



1 **MEMO**

2 Samuel S. Lionel, Esq. (Bar No. 1766)
3 Thomas 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 tfell@fclaw.com
11 bwirthlin@fclaw.com

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

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

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

24 Plaintiffs,

25 v.

26 SIG ROGICH aka SIGMUND ROGICH as
27 Trustee of The Rogich Family Irrevocable
28 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

**DEFENDANT THE ROGICH FAMILY
IRREVOCABLE TRUST'S
MEMORANDUM OF COSTS AND
DISBURSEMENTS PURSUANT TO
NRS 18.005 AND NRS 18.110**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

FENNEMORE CRAIG, P.C.
SUITE 1400
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

1 **DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S MEMORANDUM OF**
2 **COSTS AND DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110**

3 Copy Charges..... \$ 1,920.90
4 Filing Fees..... \$ 1,260.50
5 Messenger Fees.....\$ 490.95
6 Postage Charges \$ 39.33
7 SOS Record Copy Fees..... \$ 336.00
8 Service of Process Fees..... \$ 400.00
9 Transcript/Deposition Fees..... \$ 7,263.72
10 Legal Research \$ 18,912.00

11 **TOTAL: \$ 30,623.40**

12 *See Itemization of Costs, attached hereto.*

13 STATE OF NEVADA }
14 COUNTY OF CLARK } ss.

15 Brenoch Wirthlin, Esq., being duly sworn under penalty of perjury states: that
16 Affiant is the attorney for the Defendant The Rogich Family Irrevocable Trust and has
17 personal knowledge of the above costs and disbursements expended; that the items
18 contained in the above Memorandum of Costs and Disbursements Pursuant to NRS 18.005
19 and NRS 18.110 are true and correct to the best of this Affiant's knowledge and belief; and
20 that the said disbursements have been necessarily incurred and paid in this action.

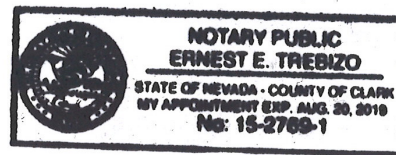
21 FURTHER YOUR AFFIANT SAYETH NAUGHT.

22 DATED: May 6, 2019.

23 
24 BRENOCH WIRTHLIN, ESQ.

25 SUBSCRIBED and SWORN to before me
26 on May 6, 2019.

27 
28 NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore Craig, P.C., and that on April 26, 2019, I caused to be electronically served through the Court's e-service/e-filing system, true and correct copies of the foregoing **DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST'S MEMORANDUM OF COSTS AND DISBURSEMENTS PURSUANT TO NRS 18.005 AND NRS 18.110** properly addressed to the following:

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

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

Dennis Kennedy
Joseph Liebman
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, NV 89148
Attorneys for Defendants Pete Eliades, Teld, LLC and Eldorado Hills, LLC
Michael Cristalli
Janiece S. Marshall
GENTILE CRISTALLI MILLER ARMENTI SAVARESE
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145

DATED: May 6, 2019

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

Rogich Family Irrevocable Trust adv. Nanyah Vegas, LLC

		Copy Charges	
Work Date	Description		Amount
11/17/2016	General Copies	\$	2.00
3/31/2017	General Copies	\$	17.00
4/7/2017	General Copies	\$	84.40
4/14/2017	General Copies	\$	24.00
6/21/2017	General Copies	\$	9.00
6/21/2017	General Copies	\$	10.00
6/22/2017	General Copies	\$	13.20
7/7/2017	General Copies	\$	16.40
8/10/2017	General Copies	\$	26.80
9/27/2017	General Copies	\$	5.00
10/9/2017	General Copies	\$	109.20
10/10/2017	General Copies	\$	53.40
10/24/2017	General Copies	\$	72.40
10/30/2017	General Copies	\$	1.90
11/14/2017	General Copies	\$	63.20
11/16/2017	General Copies	\$	1.60
1/5/2018	General Copies	\$	35.20
2/21/2018	General Copies	\$	0.40
2/21/2018	General Copies	\$	1.60
2/22/2018	General Copies	\$	0.20
2/26/2018	General Copies	\$	70.60
2/28/2018	General Copies	\$	0.40
3/21/2018	General Copies	\$	40.00
3/21/2018	General Copies	\$	7.00
4/9/2018	General Copies	\$	3.40
4/11/2018	General Copies	\$	46.40
4/12/2018	General Copies	\$	139.20
5/15/2018	General Copies	\$	0.80
5/16/2018	General Copies	\$	2.80
5/16/2018	General Copies	\$	2.40
5/16/2018	General Copies	\$	12.60
5/18/2018	General Copies	\$	0.20
5/22/2018	General Copies	\$	1.00
5/23/2018	General Copies	\$	0.20
5/23/2018	General Copies	\$	0.20
5/25/2018	General Copies	\$	0.40
5/29/2018	General Copies	\$	0.20
5/29/2018	General Copies	\$	1.20
6/5/2018	General Copies	\$	1.40
6/11/2018	General Copies	\$	0.40
6/11/2018	General Copies	\$	1.20
6/14/2018	General Copies	\$	2.20
6/19/2018	General Copies	\$	70.20
7/30/2018	General Copies	\$	239.60
7/30/2018	General Copies	\$	239.80
7/31/2018	General Copies	\$	64.60
9/5/2018	General Copies	\$	34.80
10/4/2018	General Copies	\$	1.60
10/4/2018	General Copies	\$	1.20
10/4/2018	General Copies	\$	2.20
10/5/2018	General Copies	\$	4.40
10/5/2018	General Copies	\$	11.20
10/5/2018	General Copies	\$	3.20
10/8/2018	General Copies	\$	2.20
10/8/2018	General Copies	\$	6.20

Work Date	Description	Amount
10/8/2018	General Copies	\$ 0.20
10/9/2018	General Copies	\$ 0.20
10/9/2018	General Copies	\$ 0.20
10/9/2018	General Copies	\$ 5.40
10/10/2018	General Copies	\$ 0.40
10/11/2018	General Copies	\$ 8.80
10/11/2018	General Copies	\$ 4.60
10/11/2018	General Copies	\$ 2.00
10/15/2018	General Copies	\$ 0.40
10/16/2018	General Copies	\$ 3.60
10/17/2018	General Copies	\$ 0.20
10/25/2018	General Copies	\$ 51.00
10/25/2018	General Copies	\$ 2.40
10/26/2018	General Copies	\$ 1.20
10/26/2018	General Copies	\$ 1.40
10/26/2018	General Copies	\$ 11.60
10/30/2018	General Copies	\$ 3.80
11/1/2018	General Copies	\$ 3.00
3/25/2019	General Copies	\$ 10.20
3/25/2019	General Copies	\$ 56.20
3/26/2019	General Copies	\$ 106.20
4/5/2019	General Copies	\$ 85.60
		\$ 1,920.90

Filing Fees		Amount
Work Date	Description	Amount
12/22/2016	Motion to Dismiss or Strike Unauthorized Pleadings	\$ 376.50
12/22/2016	Defendants' Initial Appearance Fee Disclosure (NRS Chapter 19)	\$ 3.50
2/7/2017	Reply in Support of Motion to Dismiss or Strike Unauthorized	\$ 3.50
4/24/2017	Defendants' Answer to Complaint	\$ 3.50
6/26/2017	Notice of Hearing	\$ 3.50
9/12/2017	Samuel Lionel - NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS	\$ 3.50
11/13/2017	Samuel Lionel: Defendants' Motion to Compel	\$ 3.50
12/8/2017	Samuel Lionel: Defendants' Reply in Support of Motion to Compel	\$ 3.50
12/15/2017	Samuel Lionel: Motion for Leave to Amend Answer to Complaint	\$ 3.50
12/18/2017	Samuel Lionel: Acceptance of Service Regarding Subpoena Duces Tecum to Carlos Huerta	\$ 3.50
1/5/2018	Samuel Lionel: Opposition to Nanyah Vegas, LLC's Motion to Strke Defendants' Motion to Compel	\$ 3.50
1/23/2018	Brenoch Wirthlin: Defendants' First Amended Answer to Complaint	\$ 3.50
1/23/2018	Samuel Lionel: Opposition to Motion to Compel and Countermotion for an Order that the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed	\$ 3.50
1/29/2018	Brenoch Wirthlin: Order Granting Motion for Leave to Amend Answer to Complaint	\$ 3.50
2/23/2018	Samuel Lionel: Motion for Summary Judgment	\$ 209.50
2/27/2018	Samuel Lionel: Reply In Support Of Countermotion For An Order That The Answers To Requests For Admissions Should Be Considered As Having Been Timely Filed	\$ 3.50
3/8/2018	Samuel Lionel: 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	\$ 209.50
3/14/2018	Samuel Lionel: Discovery Commissioner's Report and Recommendation	\$ 3.50
3/21/2018	Samuel Lionel: Notice of Entry	\$ 3.50
4/11/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for NRCP 56(f) Relief	\$ 3.50

Work Date	Description	Amount
4/17/2018	Samuel Lionel: 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 Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld's Reply in Support of Their Joinder to Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and NRCP 56(f) Relief	\$ 3.50
5/1/2018	Samuel Lionel: Discovery Commissioners Report and Recommendations	\$ 3.50
5/2/2018	Samuel Lionel: Notice of Entry	\$ 3.50
5/10/2018	Samuel Lionel: 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	\$ 3.50
5/11/2018	Brenoch Wirthlin: Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial	\$ 3.50
6/5/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, LLC's Motion For Reconsideration	\$ 3.50
6/14/2018	Samuel Lionel: 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	\$ 3.50
7/2/2018	Samuel Lionel: Reply in Support of Defendants' Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC Motion for Reconsideration	\$ 3.50
7/24/2018	Samuel Lionel: Order Denying Motion For Reconsideration	\$ 3.50
7/25/2018	Samuel Lionel: Reply in Support of Defendants' Motion for Expedited Hearing on Pending Motions in Limine	\$ 3.50
7/26/2018	Samuel Lionel: Notice of Entry of Order Denying Motion for Reconsideration	\$ 3.50
8/17/2018	Samuel Lionel: Motion for Re-hearing	\$ 3.50
9/20/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Their Motion for Rehearing	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations; Notice of Non-Opposition to Nanyah's Motion in Limine #4 Re: Yoav Harlap's Personal Financials	\$ 3.50
9/28/2018	Samuel Lionel: 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	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #2 re: NRS 47.240(2) Mandates Finding that Nanyah Vegas Invested \$1.5 Million into Eldorado Hills, LLC	\$ 3.50
9/28/2018	Samuel Lionel: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member	\$ 3.50
2/6/2019	Samuel Lionel: Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50
2/8/2019	Brenoch Wirthlin: Ex Parte Motion for an Order Shortening Time on Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50
2/8/2019	Brenoch Wirthlin: Order Shortening Time	\$ 3.50
2/8/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
2/13/2019	Brenoch Wirthlin: Receipt of Copy	\$ 3.50
2/15/2019	Brenoch Wirthlin: Motion for Leave to File Motion for Summary Judgment and Motion for Summary Judgment	\$ 209.50
2/19/2019	Brenoch Wirthlin: Defendants Sigmund Rogich 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	\$ 3.50
2/19/2019	Brenoch Wirthlin: Certificate of Service	\$ 3.50
2/20/2019	Brenoch Wirthlin: Reply in Support of Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	\$ 3.50

Work Date	Description	Amount
2/26/2019	Brenoch Wirthlin: 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 to Attempt to Refinance	\$ 3.50
2/27/2019	Brenoch Wirthlin: Motion to Compel Production of Plaintiff's Tax Returns and For Attorneys' Fees on Order Shortening Time	\$ 3.50
3/8/2019	Thomas Fell: Opposition to Nanyah Vegas, LLC'S Motion in Limine #5 Re: Parol Evidence Rule	\$ 3.50
3/8/2019	Thomas Fell: Opposition to Nanyah Vegas, LLC's Motion in Limine #6 Re: Date of Discovery	\$ 3.50
3/19/2019	Brenoch Wirthlin: Reply in Support of Motion to Compel Production of Plaintiff's Tax Returns	\$ 3.50
3/21/2019	Brenoch Wirthlin: Errata to Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions	\$ 3.50
3/21/2019	Brenoch Wirthlin: Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions	\$ 3.50
3/22/2019	Brenoch Wirthlin: Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's 2nd Supplemental Pre-Trial Disclosures	\$ 3.50
3/26/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
3/26/2019	Brenoch Wirthlin: Order Denying The Rogich Defendants' NRCP 60(b) Motion	\$ 3.50
3/28/2019	Brenoch Wirthlin: Reply in Support of Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	\$ 3.50
3/29/2019	Brenoch Wirthlin: Rogich Defendants' Reply in Support of Motion in Limine Regarding Consulting Fee Admission	\$ 3.50
4/5/2019	Brenoch Wirthlin: Opposition to Plaintiff's Motion to Reconsider Order on Motion in Limine #5 Re Parol Evidence Rule on OST	\$ 3.50
4/6/2019	Brenoch Wirthlin: Objections to Nanyah Vegas, LLC's Pre-Trial Disclosures	\$ 3.50
4/6/2019	Brenoch Wirthlin: Objections to Eldorado Hills, LLC's Pre-Trial Disclosures	\$ 3.50
4/9/2019	Brenoch Wirthlin: Order Granting in Part and Denying in Part Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees	\$ 3.50
4/9/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
4/9/2019	Brenoch Wirthlin: Defendants' 3rd Supplemental Pre-Trial Disclosure Statement	\$ 3.50
4/9/2019	Brenoch Wirthlin: Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice on Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory	\$ 3.50
4/10/2019	Brenoch Wirthlin: 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	\$ 3.50
4/10/2019	Brenoch Wirthlin: Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	\$ 3.50
4/11/2019	Brenoch Wirthlin: Defendants' Fourth Supplemental Pre-Trial Disclosure Statement	\$ 3.50
4/15/2019	Brenoch Wirthlin: Request for Judicial Notice	\$ 3.50
4/16/2019	Brenoch Wirthlin: Pre-Trial Memorandum	\$ 3.50
4/17/2019	Brenoch Wirthlin: Certificate of Service	\$ 3.50
4/17/2019	Brenoch Wirthlin: Rogich Defendants' Errata to Pretrial Memorandum	\$ 3.50
4/17/2019	Brenoch Wirthlin: Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	\$ 3.50
4/17/2019	Brenoch Wirthlin: Notice of Entry of Order	\$ 3.50
4/18/2019	Brenoch Wirthlin: Opposition to Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120	\$ 3.50
4/19/2019	Brenoch Wirthlin: Objection to Nanyah's Request for Judicial Notice and Application of Law of the Case Doctrine	\$ 3.50
4/22/2019	Brenoch Wirthlin: The Rogich Defendants' Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice Requirements to Trust Beneficiaries Provided under NRS Chapter 163	\$ 3.50
		\$ 1,260.50

Work Date	Description	Amount
Messenger Fees		
Work Date	Description	Amount
2/8/2017	Eighth Judicial District - Clark County	\$ 21.95
1/23/2018	Eighth Judicial District Court	\$ 39.25
10/29/2018	Offer of judgment in Huerta et al. vs. Rogich et al.	\$ 24.00
2/11/2019	Mark Simmons	\$ 85.75
2/27/2019	Mark Simons	\$ 131.50
3/26/2019	Eighth Judicial District Court	\$ 40.25
3/26/2019	Bailey Kennedy	\$ 67.75
3/29/2019	Bailey Kennedy	\$ 40.25
4/2/2019	Eighth Judicial District Court	\$ 40.25
		\$ 490.95
Postage Charges		
Work Date	Description	Amount
12/22/2016	Postage	\$ 6.45
12/22/2016	Postage	\$ 0.47
4/21/2017	Postage	\$ 1.40
5/26/2017	Postage	\$ 0.46
5/26/2017	Postage	\$ 0.67
7/7/2017	Postage	\$ 0.46
8/10/2017	Postage	\$ 8.65
9/12/2017	Postage	\$ 0.46
10/13/2017	Postage	\$ 0.67
10/24/2017	Postage	\$ 1.34
11/10/2017	Postage	\$ 11.15
11/28/2017	Postage	\$ 0.46
12/18/2017	Postage	\$ 0.46
1/5/2018	Postage	\$ 1.40
1/23/2018	Postage	\$ 2.68
3/15/2018	Postage	\$ 0.47
5/7/2018	Postage	\$ 1.21
6/7/2018	Postage	\$ 0.47
		\$ 39.33
SOS Record Copy Fees		
Work Date	Description	Amount
4/6/2017	Entity copies (4)	\$ 8.00
7/11/2017	Entity Copies [SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC]	\$ 14.00
7/17/2017	Entity copies; Copies - Certification of Document; NVSOS [CANAMEX NEVADA, LLC]	\$ 44.00
7/26/2017	Entity Copies [SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC]	\$ 28.00
11/30/2017	NVSOS - Entity Copies; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 4.00
12/4/2017	NVSOS - Entity copies; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 14.00
12/4/2017	NVSOS - Entity copies; Copies - Certification of Document; SIGMUND ROGICH - Nanyah Vegas, LLC.v. Eldorado Hills, LLC	\$ 32.00
12/29/2017	NVSOS - ENTITY COPIES, IMITATIONS, LLC	\$ 28.00
11/9/2018	NVSOS - Entity Copies; Copies - Certification of Document, SIGMUND ROGICH	\$ 164.00
		\$ 336.00
Service Fees		
Work Date	Description	Amount
11/29/2017	Carlos Huerta	\$ 160.75
11/29/2017	Carlos Huerta	\$ 79.75
12/1/2017	Carlos Huerta	\$ 79.75
12/4/2017	Carlos Huerta	\$ 79.75

Work Date	Description	Amount
		\$ 400.00

Transcript/Deposition Fees		
Work Date	Description	Amount
9/21/2017	Check 5346 to Clark County Treasurer for CD of hearing	\$ 65.00
10/11/2017	Deposition of Yoav Harlap - 10/11/2017	\$ 1,577.85
12/15/2017	Check #5372 to Clark County Treasurer for CD of hearing before discovery commissioner	\$ 65.00
4/20/2018	#5429 Clark County Treasurer for 4/18/18 hearing transcript	\$ 128.18
4/24/2018	Transcript fee for 4/18/18 hearing	\$ 329.23
5/2/2018	Depo transcript of Melissa Olivas	\$ 2,149.02
5/17/2018	Deposition transcript of Woloson	\$ 449.52
5/24/2018	Depo transcript of Sig Rogich	\$ 1,041.81
5/25/2018	Depo transcript of Peter Eliades	\$ 383.46
6/15/2018	Depo transcript of Dolores Eliades	\$ 321.48
8/2/2018	#5449 JD Reporting, Inc. for transcript	\$ 195.39
8/2/2018	#5450 Clark County Treasurer for transcript	\$ 40.00
10/3/2018	#5459 Clark County Treasurer - Transcript for 9/27/18 hearing	\$ 40.00
10/3/2018	#5460 Shawna Ortega - Transcripts	\$ 68.40
3/20/2019	#5519 JD Reporting, Inc. for 3/20/19 hearing transcript	\$ 240.90
3/21/2019	District Court caseA686303	\$ 40.00
4/22/2019	Trial Transcript	\$ 128.48
		\$ 7,263.72

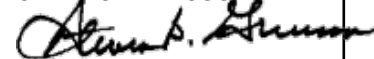
Legal Research Fees		
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11/16/2016	Westlaw/Lexis Electronic Research	\$ 198.00
11/23/2016	Westlaw/Lexis Electronic Research	\$ 49.50
11/28/2016	Westlaw/Lexis Electronic Research	\$ 49.50
1/5/2017	Westlaw/Lexis Electronic Research	\$ 99.00
1/6/2017	Westlaw/Lexis Electronic Research	\$ 99.00
1/10/2017	Westlaw/Lexis Electronic Research	\$ 49.50
1/11/2017	Westlaw/Lexis Electronic Research	\$ 198.00
3/1/2017	Westlaw/Lexis Electronic Research	\$ 198.00
4/20/2017	Westlaw/Lexis Electronic Research	\$ 49.50
6/12/2017	Westlaw/Lexis Electronic Research	\$ 99.00
2/21/2018	Westlaw/Lexis Electronic Research	\$ 476.00
4/11/2018	Westlaw/Lexis Electronic Research	\$ 17.50
4/30/2018	Westlaw/Lexis Electronic Research	\$ 79.00
5/10/2018	Westlaw/Lexis Electronic Research	\$ 1.00
6/6/2018	Westlaw/Lexis Electronic Research	\$ 637.00
7/4/2018	Westlaw/Lexis Electronic Research	\$ 178.50
7/10/2018	Westlaw/Lexis Electronic Research	\$ 75.00
7/13/2018	Westlaw/Lexis Electronic Research	\$ 40.50
7/17/2018	Westlaw/Lexis Electronic Research	\$ 159.00
7/24/2018	Westlaw/Lexis Electronic Research	\$ 39.50
7/30/2018	Westlaw/Lexis Electronic Research	\$ 197.50
8/1/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/2/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/8/2018	Westlaw/Lexis Electronic Research	\$ 42.50
8/18/2018	Westlaw/Lexis Electronic Research	\$ 150.00
9/6/2018	Westlaw/Lexis Electronic Research	\$ 75.00
9/7/2018	Westlaw/Lexis Electronic Research	\$ 1,200.00
9/8/2018	Westlaw/Lexis Electronic Research	\$ 150.00
9/10/2018	Westlaw/Lexis Electronic Research	\$ 1,800.00
9/11/2018	Westlaw/Lexis Electronic Research	\$ 600.00
9/12/2018	Westlaw/Lexis Electronic Research	\$ 1,950.00
9/13/2018	Westlaw/Lexis Electronic Research	\$ 600.00

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9/15/2018	Westlaw/Lexis Electronic Research	\$ 375.00
9/16/2018	Westlaw/Lexis Electronic Research	\$ 1,125.00
10/4/2018	Westlaw/Lexis Electronic Research	\$ 42.50
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10/8/2018	Westlaw/Lexis Electronic Research	\$ 125.50
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10/13/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/19/2018	Westlaw/Lexis Electronic Research	\$ 59.50
10/23/2018	Westlaw/Lexis Electronic Research	\$ 255.00
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11/12/2018	Westlaw/Lexis Electronic Research	\$ 119.00
11/12/2018	Westlaw/Lexis Electronic Research	\$ 204.00
11/13/2018	Westlaw/Lexis Electronic Research	\$ 39.50
11/13/2018	Westlaw/Lexis Electronic Research	\$ 59.50
11/26/2018	Westlaw/Lexis Electronic Research	\$ 238.00
12/12/2018	Westlaw/Lexis Electronic Research	\$ 85.00
12/14/2018	Westlaw/Lexis Electronic Research	\$ 42.50
12/17/2018	Westlaw/Lexis Electronic Research	\$ 340.00
12/27/2018	Westlaw/Lexis Electronic Research	\$ 328.50
1/3/2019	Westlaw/Lexis Electronic Research	\$ 51.00
1/4/2019	Westlaw/Lexis Electronic Research	\$ 102.00
1/7/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/9/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/16/2019	Westlaw/Lexis Electronic Research	\$ 412.50
1/19/2019	Westlaw/Lexis Electronic Research	\$ 90.00
1/26/2019	Westlaw/Lexis Electronic Research	\$ 153.00
1/28/2019	Westlaw/Lexis Electronic Research	\$ 102.00
2/2/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/12/2019	Westlaw/Lexis Electronic Research	\$ 40.50
2/14/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/18/2019	Westlaw/Lexis Electronic Research	\$ 500.50
2/21/2019	Westlaw/Lexis Electronic Research	\$ 51.00
2/27/2019	Westlaw/Lexis Electronic Research	\$ 715.00
3/4/2019	Westlaw/Lexis Electronic Research	\$ 39.50
3/4/2019	Westlaw/Lexis Electronic Research	\$ 71.50
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4/4/2019	Westlaw/Lexis Electronic Research	\$ 51.00
4/11/2019	Westlaw/Lexis Electronic Research	\$ 143.00
4/12/2019	Westlaw/Lexis Electronic Research	\$ 474.00
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4/19/2019	Westlaw/Lexis Electronic Research	\$ 378.50
4/20/2019	Westlaw/Lexis Electronic Research	\$ 450.00
4/22/2019	Westlaw/Lexis Electronic Research	\$ 39.50
		\$ 18,912.00

TOTAL: \$ 30,623.40

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Electronically Filed
5/7/2019 10:02 AM
Steven D. Grierson
CLERK OF THE COURT



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10 *Attorneys for Nanyah Vegas, LLC*

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

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

19 Plaintiffs,

20 v.

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

26 Defendants.

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

Plaintiff,

v.

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

Defendants.

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

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

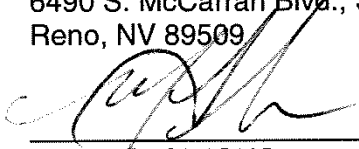
NOTICE OF ENTRY OF
ORDER DENYING THE
ROGICH DEFENDANTS'
MOTIONS IN LIMINE

1 PLEASE TAKE NOTICE THAT on April 30, 2019, an Order Denying The Rogich
2 Defendants' Motions in Limine was entered by the Honorable Nancy L. Alf and filed with
3 this Court on May 6, 2019, in this matter. A true and correct copy of the Order is attached
4 hereto as **Exhibit 1**.

5
6 **AFFIRMATION**: This document does not contain the social security number of any
7 person.

8 DATED this 7th day of May, 2019.

10 SIMONS HALL JOHNSTON PC
11 6490 S. McCarran Blvd., Ste. F-46
12 Reno, NV 89509

13 
14 MARK G. SIMONS
15 Attorneys for Nanyah Vegas, LLC
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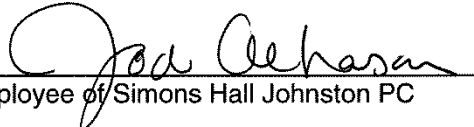
SIMONS HALL JOHNSTON PC
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Reno, NV 89509
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 8.05, I certify that I am an employee of
SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of
the **NOTICE OF ENTRY OF ORDER DENYING THE ROGICH DEFENDANTS'**
MOTIONS IN LIMINE 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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Bryan A. Lindsey	bryan@nvfirm.com
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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 7th day of May, 2019.


Employee of Simons Hall Johnston PC

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

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Order	3

EXHIBIT 1

EXHIBIT 1

SIMONS HALL JOHNSTON PC
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5/6/2019 2:58 PM
Steven D. Grierson
CLERK OF THE COURT



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11 *Attorneys for Nanyah Vegas, LLC*

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

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

17 Plaintiffs,

18 v.

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

24 Defendants.

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

27 Plaintiff,

28 v.

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

37 Defendants.

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

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

ORDER DENYING THE
ROGICH DEFENDANTS'
MOTIONS IN LIMINE

1 The following motions in limine filed by Sigmund Rogich as Trustee of the Rogich
2 Family Irrevocable Trust ("Rogich Trust") and Imitations, LLC ("Imitations") (collectively
3 referred to herein as the "Rogich Defendants") came before the Court for hearing on April
4 4, 2019: (1) the Motion to Preclude Plaintiff and Carlos Huerta from Presenting at Trial
5 Any Contrary Evidence As to Mr. Huerta's Taking of \$1.42 Million from Eldorado Hills,
6 LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance, and (2) the
7 Motion To Preclude the Altered Eldorado Hill's General Ledger and Related Testimony at
8 Trial (the "Motions").

9 The Parties appeared as follows:

- 10 ➤ For the Rogich Defendants: Brenoch Wirthlin, Esq. and Samuel Lionel,
11 Esq. of Fennemore Craig, P.C.
12 ➤ For Plaintiff Nanyah Vegas, LLC: Mark G. Simons, Esq. of SIMONS HALL
13 JOHNSTON PC.

14 **ORDER**

15 The Court, having heard oral argument, having reviewed the papers, exhibits, and
16 pleadings on file, and having considered the same, hereby DENIES the Rogich
17 Defendants' Motions without prejudice.

18 DATED this 30 day of April, 2019.

19
20 Nancy K. Alf
DISTRICT COURT JUDGE
21 

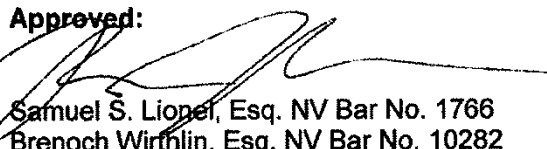
22 Submitted by:

23 **SIMONS HALL JOHNSTON PC**

24
25 By: Mark Simons
26 Mark Simons, Esq.
27 6490 South McCarran Blvd., #F-46
28 Reno, NV 89509
Attorneys for Plaintiff Nanyah Vegas, LLC

SIMONS HALL JOHNSTON PC
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1 **Approved:**

2 
3 Samuel S. Lionel, Esq. NV Bar No. 1766
4 Brenoch Wirthlin, Esq. NV Bar No. 10282

FENNEMORE CRAIG, P.C.

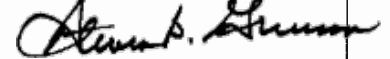
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8 *Attorneys for Defendants Sigmund Rogich,*
9 *Individually and as Trustee of The Rogich*
10 *Family Irrevocable Trust and Imitations,*
11 *LLC*



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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 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

**MOTION FOR
SUMMARY JUDGMENT OR
ALTERNATIVELY FOR JUDGMENT
AS A MATTER OF LAW
PURSUANT TO NRCP 50(a)**

Hearing Requested

Date of hearing:

Time of hearing:

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 **MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY FOR JUDGMENT AS**
2 **A MATTER OF LAW PURSUANT TO NRCP 50(a)**¹

3 Pursuant to NRCP 56 and NRCP 50, Defendants Sigmund Rogich, individually ("Mr.
4 Rogich"), and Imitations, LLC ("Imitations" and collectively with Mr. Rogich referred to as the
5 "Moving Defendants") hereby file this Motion for Summary Judgment or alternatively, for
6 judgment as a matter of law pursuant to NRCP 50(a),² as to all remaining claims against the
7 Moving Defendants.

8 This Motion is brought pursuant to NRCP 56, NRCP 50, and is based on the following
9 memorandum of points and authorities, the pleadings and papers on file, any attached exhibits, and
10 any oral argument allowed during the hearing on this matter.

11 DATED May 10, 2019.

12 **FENNEMORE CRAIG, P.C.**

13 

14 Samuel S. Lionel, Esq. (Bar No. 1766)
15 Thomas Fell, Esq. (Bar No. 3717)
16 Brenoch Wirthlin, Esq. (Bar No. 10282)
17 **FENNEMORE CRAIG, P.C.**
18 300 S. Fourth Street, Suite 1400
19 Las Vegas, Nevada 89101
20 *Attorneys for the Moving Defendants*

21
22
23
24
25 ¹ Because the trial in this matter has commenced and been suspended (*see* Court's Order entered April 30, 2019), the
26 Motion may also be granted pursuant to NRCP 50(a). Regardless, the standard of review under Rule 50 and Rule 56
27 as the same. *See Kaytor v. Electric Boat Corp.*, 609 F.3d 537 (2d Cir. 2010) (recognizing that "same standard
28 governs summary judgment and judgment as a matter of law during or after trial").

² For purposes of clarity, this Motion will refer to a request for summary judgment as including a request for
judgment pursuant to NRCP 50(a) in the alternative.

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NOTICE OF HEARING

TO: ALL PARTIES AND THEIR COUNSEL:

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing
MOTION FOR SUMMARY JUDGMENT on or for hearing on the ____ day of
_____, 2019 at the hour of _____ a.m., or as soon after as
counsel may be heard.

DATED May 10, 2019.

FENNEMORE CRAIG, P.C.



Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
FENNEMORE CRAIG, P.C.
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Attorneys for the Moving Defendants

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

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

3 The only remaining claims against the Moving Defendants are breach of
4 contract/covenant of good faith and fair dealing claims against Mr. Rogich, and a claim for
5 conspiracy against Mr. Rogich and Imitations. Judgment in favor of the moving defendants must
6 be entered for multiple reasons, including the following:

7 **1. Regarding the first, second, and third claims for relief concerning breach of**
8 **purported contractual obligations, Mr. Rogich never made any contractual**
9 **promises regarding Plaintiff Nanyah Vegas, LLC ("Plaintiff" or "Nanyah").**

- 10 a. Mr. Rogich only personally signed two documents at issue, and the limited
11 promises he made in those documents have nothing to do with Plaintiff.
12 Contract interpretation is a matter of law.
- 13 b. Mr. Rogich cannot be held liable for actions taken on behalf of the Trust
14 pursuant to NRS 163.120 and 163.140.
- 15 c. Finally, if Mr. Rogich never made any contractual promises regarding
16 Plaintiff – which he did not – then Plaintiff's second and third claims
17 against Mr. Rogich for alleged breaches of the covenant of good faith and
18 fair dealing fail as well.

19 **2. The sixth claim for conspiracy also fails for multiple reasons.**

- 20 a. First, this claim has been abandoned by Plaintiff.
- 21 b. Second, even if it has not been abandoned, the 2012 transaction relied upon
22 by Plaintiff to allege a conspiracy against the Moving Defendants involved
23 a different trust, not The Rogich Family Irrevocable Trust ("Trust") that
24 was previously a defendant in this action.
- 25 c. Third, as the attached declaration of Mr. Rogich ("Rogich Declaration")
26 demonstrates, Plaintiff cannot prove the required intent to harm Plaintiff
27 that is required for a civil conspiracy claim.
- 28 d. Fourth, even if Plaintiff could prove such intent – which it cannot –
because the alleged contractual obligations involved *alternative* means of
performance (payment of \$1.5M or an equity interest of that value in
Eldorado Hills), removal of only one method of compliance did not, as a
matter of law, constitute the necessary unlawful act for a conspiracy to
exist.
- e. Finally, the intra-corporate conspiracy doctrine bars Plaintiff's conspiracy
claim.

1
2 3. **Finally, while the Court has never made an express finding that the Plaintiff**
3 **is a third-party beneficiary of any agreement at issue, even if such finding**
4 **were made, all defenses available against a promise to a contract are available**
5 **against a third-party beneficiary.**

6 a. Thus, even if Plaintiff were a third-party beneficiary of any of the
7 agreements at issue – which it is not – the defenses available against the
8 promisee to the contracts at issue, including claim preclusion, are available
9 against the Plaintiff.

10 Accordingly, summary judgment must be entered in favor of the Moving Defendants on all
11 remaining claims.

12 **II. STATEMENT OF FACTS WHICH ARE UNDISPUTED OR CANNOT**
13 **REASONABLY BE DISPUTED**

14 **A. Nanyah's 2013 Action**

15 1. On July 31, 2013, Nanyah Vegas, LLC (“Nanyah”), along with other plaintiffs,
16 including Carlos A. Huerta (“Mr. Huerta”) and Go Global, Inc. (“Go Global”), filed an action
17 commencing case no. A-13-686303-C (“2013 Action”). A copy of the 2013 Action is attached
18 hereto as **Exhibit 1**.³

19 2. The defendants in the 2013 Action were Mr. Rogich as Trustee of the Rogich
20 Family Irrevocable Trust (the “Trust”) and Eldorado Hills, LLC (“Eldorado”).

21 3. The 2013 Action included the following factual allegations asserted by Nanyah:

22 12. Subsequently and in the years 2006 and 2007, **Plaintiffs**
23 **Ray and Nanyah respectively invested \$1,783,561.60,**
24 **collectively, in Eldorado, and were entitled to their respective**
25 **membership interests.**

26 ...

27 15. That Ray and **Nanyah are entitled to the return of the**
28 **\$1,783,561.60 from Eldorado.**

³ The Moving Defendants respectfully request that this Court take judicial notice of the docket in the 2013 Action pursuant to NRS §§ 47.130 – 47.170. A copy of the docket in the 2013 Action is attached hereto as **Exhibit 2** for the Court's reference.

1 See 2013 Complaint, Exhibit 1 hereto, at ¶¶ 11-16 (emphasis added).

2 4. Further, the 2013 Complaint asserted a claim against the Rogich Trust. The sixth
3 claim for relief set forth in the 2013 Complaint alleged as follows:

4

5

SIXTH CLAIM FOR RELIEF

6

(Breach of Implied Agreement – As Alleged by Ray **and Nanyah**
7 **Against Rogich and Eldorado**)

7

8

...

9

52. That Ray and **Nanyah** formerly invested \$783,561.60 into
10 **Eldorado in 2006 and 2007 as a capital investment for the**
11 **benefit of that company, with the agreement from Eldorado**
12 **that they would be provided an interest in the company**
13 **equivalent to their investment.**

12

...

13

54. **That on or about 2012 when Rogich transferred all of his**
14 **interest in Eldorado to TELD, LLC, Ray and Nanyah's interest**
15 **or potential interest was eliminated; which constituted a breach**
16 **of the implied agreement between the parties.**

16

...

17

Id. (emphasis added).

18

5. In addition, the 2013 Action included a claim by Mr. Huerta, as an individual, and
19 “Carlos A. Huerta as Trustee of the Alexander Christopher Trust, a Trust established in Nevada as
20 assignee of interests of Go Global, Inc.” (referred to as the “Christopher Trust”) against the
21 Rogich Trust for breach of contract, breach of the covenant of good faith and fair dealing, and
22 negligent misrepresentation, based on the Purchase Agreement (defined below). See generally,
23 the Amended Complaint in the 2013 Action, **Exhibit 3** hereto.

24

6. On September 12, 2013, Eldorado filed a motion to dismiss in the 2013 Action.

25

7. On October 21, 2013, the plaintiffs in the 2013 Action, including Nanyah, filed
26 their First Amended Complaint (“2013 Amended Complaint”). A copy of the 2013 Amended
27 Complaint is attached hereto as Exhibit 3.

28

1 8. In the 2013 Amended Complaint, Nanyah's allegations against the Trust remained
2 and further clarified that Nanyah's portion of the asserted claim was \$1,500,000:

3 15. Subsequently and in the years 2006 and 2007, Plaintiffs
4 Robert Ray and Nanyah collectively invested \$1,783,561.60 (**with**
5 **Nanyah's portion being \$1,500,000**), collectively, in Eldorado,
and were entitled to their respective membership interests.

6 16. At the time of the sale of Huerta and Go Global's interest in
7 Eldorado on October 30, 2008, Rogich was expressly made aware
8 of the claims of Ray and Nanyah, **and that they had invested in**
Eldorado.

9 17. **While Ray's interests in Eldorado are believed to have**
10 **been preserved, despite contrary representation by Sigmund**
Rogich [sic]. Nanyah never received an interest in Eldorado
while Eldorado retained the \$1,500,000.

11 18. **That Nanyah is entitled to the return of the**
12 **\$1,500,000.00 from Eldorado.**

13 See 2013 Amended Complaint, Exhibit 3 hereto, at ¶¶ 15-19 (emphasis added).

14 9. The 2013 Amended Complaint included four claims for relief – three asserted by
15 Huerta and Go Global against the Trust (breach of contract, breach of the covenant of good faith
16 and fair dealing, and negligent misrepresentation), and a fourth claim for relief asserted by
17 Nanyah against Eldorado for unjust enrichment ("Nanyah's Unjust Enrichment Claim").

18 10. Nanyah did not thereafter seek leave to amend its complaint to add parties or
19 claims in the 2013 Action. *See generally* Docket, attached as Exhibit 2.

20 11. On October 1, 2014, an order was entered granting summary judgment as to
21 Nanyah's Unjust Enrichment Claim. *Id.* On appeal the Nevada Supreme Court determined
22 questions of fact remained as to the statute of limitations issues with respect to that claim.

23 12. Subsequently, on November 5, 2014, an order was entered granting the Rogich
24 Trust's motion for summary judgment as to the first, second and third claims for relief in the 2013
25 Action ("2014 Summary Judgment Order"). A copy of the 2014 Summary Judgment Order is
26 attached hereto as **Exhibit 4**. The 2014 Summary Judgment Order was based on the fact that Mr.
27 Huerta and Go Global had filed for bankruptcy protection, and had failed to list the purported
28

1 claims against the Rogich Trust which were later allegedly assigned to the Christopher Trust and
2 asserted in the 2013 Action, thus barring such claims under the doctrine of judicial estoppel. *Id.*
3 The 2014 Summary Judgment order was not appealed.

4 **B. Nanyah files its 2016 Action which is based on the same factual allegations as**
5 **the 2013 Action.**

6 13. Despite the fact that Nanyah failed to move to amend to add parties or claims in
7 the 2013 Action – including its failure to seek to add or prosecute its purported claim against the
8 Trust – on November 4, 2016, Nanyah **again** brought claims against the Moving Defendants
9 based on the same factual allegations asserted in the 2013 Action.

10 14. Specifically, on November 4, 2016, Nanyah commenced case no. A-16-746239-C
11 against, among others, the Moving Defendants (“2016 Action”). A copy of the complaint
12 commencing the 2016 Action (“2016 Complaint”) is attached hereto as **Exhibit 5** for the Court’s
13 convenience.

14 15. Nanyah’s 2016 Action against the Moving Defendants was based on the same
15 transactional nucleus of alleged facts upon which the 2013 Action was based, *i.e.*, Nanyah’s
16 purported investment of \$1,500,000 into Eldorado and the sale of Mr. Rogich’s interest in
17 Eldorado in 2012. *See* Complaint filed in the 2016 Action, Exhibit 4 hereto, at ¶¶ 15-26, 31-47,
18 70.

19 16. In their Answer to the 2016 Complaint filed on April 24, 2017 (**Exhibit 6** hereto),
20 as well as its First Amended Answer to Complaint, filed on January 23, 2018 (**Exhibit 7** hereto),
21 the Moving Defendants set forth the defense of claim preclusion as their fifth Affirmative
22 Defense.

23 17. On March 31, 2017, the parties to the 2016 Action, along with Eldorado Hills,
24 LLC, entered into a stipulation to consolidate the 2013 Action and 2016 Action (“Stipulation”).
25 A copy of the Stipulation is attached hereto as **Exhibit 8**. The parties to the Stipulation, including
26 Nanyah, admitted that the 2013 Action and the 2016 Action “have some similar factual issues.”
27 *Id.* at p. 2.
28

1 18. No claims from the 2013 Action remain against the Moving Defendants. The only
2 claims asserted in the 2016 Action remaining against the Moving Defendants are as follows:⁴

- 3 • First Claim for Relief. Breach of Contract⁵ – Mr. Rogich.
- 4 • Second Claim for Relief. Breach of the Implied Covenant of
- 5 Good Faith and Fair Dealing, Contractual – Mr. Rogich.
- 6 • Third Claim for Relief. Breach of the Implied Covenant of
- 7 Good Faith and Fair Dealing, Tortious – Mr. Rogich.
- 8 • Sixth Claim for Relief. Conspiracy – Mr. Rogich, Imitations.⁶

9 19. Plaintiff's claims are based on and reference the following five (5) documents:
10

- 11 a) **The Purchase Agreement:** The Purchase Agreement dated October 30,
12 2008, between Go Global and Mr. Huerta as sellers, and the Rogich Trust
13 as buyer Huerta (referred to herein as the "Purchase Agreement" attached
14 as **Exhibit 9**); **Mr. Rogich did not individually sign the Purchase**
15 **Agreement**;
- 16 b) **The Flangas Agreement:** The Membership Interest Purchase Agreement
17 dated October 30, 2008, between the Rogich Trust as seller, the Albert
18 Flangas Revocable Living Trust u/a/d July 22, 2005 ("Flangas") as buyer,
19 Go Global, Mr. Huerta, and Mr. Rogich and Albert Flangas ("Mr.
20 Flangas") regarding their "individual limited agreements" (referred to
21 herein as the "Flangas Agreement" and attached as **Exhibit 10**);
- 22 c) **The Teld Agreement:** The Membership Interest Purchase Agreement
23 dated October 30, 2008, between the Rogich Trust as seller and Teld, LLC
24 ("Teld") as buyer, Go Global, Mr. Huerta, and Mr. Rogich and Peter
25 Eliades ("Mr. Eliades") regarding their "individual limited agreements"

26
27
28
⁴ Plaintiff's fourth claim for relief (intentional interference with contract) has been withdrawn, its fifth claim for relief (constructive trust) and seventh claim for relief (fraudulent transfer) have been dismissed. According to Plaintiff's Pretrial Memorandum filed April 6, 2019, Plaintiff is no longer pursuing the remedies of declaratory relief or specific performance, incorrectly asserted as its Eighth and Ninth claims for relief. See Plaintiff's Pretrial Memorandum at p. 3. Further, Plaintiff has asserted a claim for breach of an alleged implied in fact contract alleged against Eldorado. This claim has been briefed in motions for summary judgment and has been deferred to the time of trial in this Court's Order Regarding Motions in Limine entered on November 6, 2018. Plaintiff's fourth claim for relief in the 2013 Action – unjust enrichment against Eldorado – also remains pending.

⁵ The Plaintiff's first, second, third and sixth claims for relief were also asserted against the Rogich Trust which has been dismissed from this lawsuit pursuant to the Court's decision issued April 22, 2019, as well as the Court's Order entered on April 30, 2019.

⁶ Plaintiff's sixth claim for relief is also asserted against Eldorado.

(referred to herein as the “Teld Agreement” and attached as **Exhibit 11**);

- d) **The Assignment Agreement:** The Membership Interest Assignment Agreement dated January 1, 2012, between the Rogich Trust, the Eliades Survivor Trust of 10/30/08 (“Eliades Trust”) (referred to as the “Assignment Agreement” and attached as **Exhibit 12**); **Mr. Rogich did not individually sign the Assignment Agreement;**
- e) **The Operating Agreement:** The Amended and Restated Operating Agreement of Eldorado Hills, LLC (referred to as the “Operating Agreement” and attached as **Exhibit 13**) of which the Rogich Trust, the Flangas Trust, and Teld are members.⁷ **Mr. Rogich did not individually sign the Operating Agreement.**

III. STANDARD OF REVIEW

Rule 56 of the Nevada Rules of Civil Procedure allows a party to move for summary judgment “as to all or any part” of a claim or counterclaim. NRCP 56(a). A court should grant summary judgment unless the non-moving party can point out to the court the existence of an actual, triable issue of fact that is in genuine dispute. *See Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 57 P.3d 82 (2002). The non-moving party may not defeat a motion for summary judgment by relying “on the gossamer threads of whimsy, speculation and conjecture.” *John v. Douglas County Sch. Dist.*, 125 Nev. 746, 754, 219 P.3d 1276, 1281 (2009); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005). Instead, “the nonmoving party must provide more than general allegations and conclusions; it must submit specific factual evidence demonstrating the existence of a genuine factual issue.” *Id.* (internal quotations omitted).

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⁷ Collectively the five agreements are referred to herein as the “Agreements”.

1 IV. LAW AND ARGUMENT

2 A. Mr. Rogich is entitled to summary judgment as to Plaintiff's first claim for
3 relief alleging breach of contract.

4 1. Mr. Rogich never made any contractual promises relating to Plaintiff.

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

- 6 1. Formation of a valid contract;
7
8 2. Performance or excuse of performance by the plaintiff;
9
10 3. Material breach by the defendant; and
11
12 4. Damages.

13 *See Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987) ("A breach of
14 contract may be said to be a material failure of performance of a duty arising under or imposed by
15 agreement."); *Laguerre v. Nevada Sys. of Higher Educ.*, 837 F. Supp. 2d 1176, 1180 (D. Nev.
16 2011). It is well settled in Nevada that "[c]onstruction of a contractual term is a question of law."
17 *NGA #2 Ltd. Liab. Co. v. Rains*, 113 Nev. 1151, 1158, 946 P.2d 163, 167 (1997); *Galardi v.*
18 *Naples Polaris, LLC*, 129 Nev. Adv. Op. 33, 301 P.3d 364, 366 (2013), reconsideration en banc
19 denied (July 18, 2013) (citation omitted). ("[C]ontract interpretation presents a question of law
20 that the district court may decide on summary judgment."). It has long been the policy in Nevada
21 that "contracts will be construed from the written language and enforced as written." *Ellison v.*
22 *California State Auto. Ass'n.*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990); *Sandy Valley Assocs.*
23 *v. Sky Ranch Estate Owners Ass'n*, 117 Nev. 948, 35 P.3d 964, 967 (2001) (citing *Ellison v.*
24 *C.S.A.A.*, 106 Nev. 601, 797 P.2d 975, 977 (1990)) ("A document that is 'clear on its face [] will
25 be construed from the written language and enforced as written.' ").

26 Here, the only agreements that Mr. Rogich signed in his individual capacity were the
27 Flangas and Teld Membership Agreements, Exhibits 10 and 11 hereto, respectively, on behalf of
28 the Trust and individually. There is no dispute that the introduction of each of those agreements
(virtually identical other than the respective buyer being either Teld, LLC, or the Flangas trust)

1 provide that Mr. Rogich signs it individually "with respect to [his] individual limited agreements
2 hereinafter set forth". See Exhibits 10 and 11, at p. 1.

3 Further, it is undisputed and cannot be disputed that the only provisions of the Teld and
4 Flangas agreements containing any promise by Mr. Rogich (referred to in the agreements as
5 "Sig") are sections 8(a) and (b) which provide as follows:

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

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

16 See *id.*, at p.12, ¶ 8(a), (b). **These are the only provisions even mentioning Mr. Rogich**
17 **individually in any of the agreements at issue.** It cannot be disputed by Plaintiff that the above
18 language only relates to Mr. Rogich consenting to the transactions, and agreeing to indemnify Mr.
19 Huerta (referred to as Carlos) regarding a separate loan Mr. Huerta had guaranteed. Accordingly,
20 as a matter of law, Mr. Rogich is entitled to judgment against the Plaintiff on its first claim for
21 relief against Mr. Rogich individually. Without a contractual promise relating to Plaintiff,
22 Plaintiff's first claim for relief fails as a matter of law.

23 **2. Mr. Rogich cannot be held personally liable for contracts entered into**
24 **in the capacity of representative of the Trust.**

25 In addition, as a matter of law Plaintiff cannot maintain its claims against Rogich
26 individually pursuant to NRS 163.130(3), which provides that "**a trustee is not personally liable**
27 **on a contract properly entered into in the capacity of representative in the course of**
28 **administration of the trust** unless the trustee fails to reveal the representative capacity or
identify the trust in the contract." Accordingly, as there is no dispute Mr. Rogich identified his

1 capacity as representative of the Rogich Trust in each of the agreements at issue in this matter,
2 even if Plaintiff were a third-party beneficiary of any of those agreements – which it is not – Mr.
3 Rogich could not be held personally liable under the subject Agreements.

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

6 At common law, a trustee was not a juristic entity that could sue or be sued; thus,
7 a trustee was individually liable for injuries to third parties. Modernly, however, a
8 person's representative capacity is distinguished from her individual capacity, and
9 the differing "capacities are generally treated as ... two different legal
10 personages." The Nevada Legislature has recognized this distinction in NRS
11 163.140(4), which provides that a trustee may be held personally liable for a tort
only if the trustee is personally at fault. *See also* NRS 163.120(3) (providing that a
trustee is generally not personally liable on a contract entered into in a
representative capacity). **Thus, Rhonda, in her individual capacity, is a distinct
legal person and is a stranger to Rhonda in her representative capacity as a
trustee of the Mona Family Trust.**

12 *Mona v. Eighth Judicial District Court of State in and for County of Clark*, 380 P.3d 836, 842
13 (2016) (Emphasis Added).

14 Based upon the *Mona* case, and the indisputable evidence, this Court must find that Mr.
15 Rogich, in his individual capacity, is a distinct legal person and is a stranger to Mr. Rogich in his
16 representative capacity as trustee of The Rogich Family Irrevocable Trust. Because Mr. Rogich
17 correctly identified his representative capacity regarding the Trust, and the identity of the Trust,
18 and because Mr. Rogich as an individual only agreed to certain portions of the Flangas and Teld
19 Agreements that do not relate in any way to Nanyah or its claims brought in this lawsuit, Mr.
20 Rogich individually is entitled to judgment as a matter of law on all remaining claims in his
21 individual capacity pursuant to NRS 163.120(3).

22
23 **3. Mr. Rogich is entitled to summary judgment as to Plaintiff's second**
24 **claim for relief for contractual breach of the implied covenant of good**
25 **faith and fair dealing.**

26 It cannot be disputed that a claim for breach of the covenant of good faith and fair dealing
27 requires that the claiming party have a contractual relationship with the defending party. *Hilton*
28 *Hotels Corp. v. Butch Lewis Prods., Inc.*, 109 Nev. 1043, 1046, 862 P.2d 1207, 1209 (1993) ("It is

1 well established within Nevada that every contract imposes upon the contracting parties the duty
2 of good faith and fair dealing.”) (emphasis added). Because there is no contractual relationship
3 between Mr. Rogich individually and Plaintiff – even if Plaintiff were a third party beneficiary of
4 any of the agreements at issue, which it is not – as a matter of law there can be no claim for
5 contractual breach of the covenant of good faith and fair dealing.

6 **4. Mr. Rogich is entitled to summary judgment as to Plaintiff’s third**
7 **claim for relief for tortious breach of the implied covenant of good**
8 **faith and fair dealing.**

9 In addition to the fact that the lack of any contractual relationship between Plaintiff and
10 Mr. Rogich individually is fatal to Plaintiff’s third claim for relief, the third claim also fails for
11 the additional reason that there is no dispute that no “special” relationship existed between
12 Plaintiff and Mr. Rogich. In *Insurance Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455,
13 461, 134 P.3d 698, 702 (2006), the Supreme Court of Nevada held:

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

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

24 Plaintiff is aware of those holdings and has alleged that “These defendant’s shared a
25 special, fiduciary and/or confidential relationship with Nanyah.” Complaint at Para. 103.
26 However, the time for Plaintiff to attempt to rely solely on its own self-serving, unsupported
27 allegations has long passed. In fact, at his deposition, Mr. Harlap – Plaintiff’s owner – testified
28 that he did not even know Mr. Rogich personally at the time of the agreements, nor did he know

1 him personally at the time of his deposition:

2 Q. Paragraph 103 [of the Complaint], "These defendants shared a
3 special fiduciary and/or confidential relationship with Nanyah." Did Nanyah have
4 any kind of relationship, personal or otherwise, with these defendants?

5 Mr. Simons: Objection to the extent you're asking for a legal conclusion.

6 The Witness: You're asking me a legal question which I cannot answer.

7 By Mr. Lionel:

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

9 A. The personal part, as I told you, I don't know them [the
10 defendants] personally. I did not know them personally.

11 Q. And you had nothing to do with them except what's happening in
12 this matter?

13 A. Except I invested in Eldorado Hills.

14 See Harlap Deposition, **Exhibit 14** hereto, at 141:13 – 142:4 (emphasis added). Clearly there can
15 be no "special" relationship when there is no relationship. Thus, Plaintiff's third claim fails as a
16 matter of law.

17 B. Mr. Rogich and Imitations are entitled to summary judgment as to Plaintiff's
18 sixth claim for relief alleging civil conspiracy.

19 1. **Plaintiff has abandoned its conspiracy claim.**

20 Plaintiff's sixth claim for relief alleges a claim for "conspiracy" against "all defendants".
21 However, Plaintiff cannot prevail against the Moving Defendants on this claim. The conspiracy
22 claim is based on Plaintiff's unsupported assertion that the Defendants conspired to breach
23 agreements of which Plaintiff claims to be a third-party beneficiary. Plaintiff's sixth claim states
24 that it is only based on defendants' intent to accomplish an unlawful objective in – according to
25 the complaint – "deceiving and depriving Nanyah from its expectations and financial benefits in
26 being a member of Eldorado." See Complaint at ¶ 121, attached as Exhibit 5 hereto for the
27 Court's convenience. Nowhere in its sixth claim does Plaintiff assert it has been damaged by the
28

1 purported conspiracy by failing to receive payment of the allegedly owed \$1,500,000 – only that
2 it has been deprived of its purported interest in Eldorado. However, Plaintiff has waived and
3 abandoned this aspect of its claim, *i.e.*, it's purported claim to an equity interest in Eldorado. In
4 Plaintiff's MSJ it expressly and unequivocally abandons any claim for purported damages as a
5 result of not receiving an equity interest in Eldorado. Plaintiff expressly states:

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

9 See Plaintiff's MSJ, **Exhibit 15** hereto, at page 3, note 1 (emphasis added).

10 Accordingly, because Plaintiff has abandoned the only alleged ground for relief upon
11 which it based its conspiracy claim against the Moving Defendants, and they are therefore entitled
12 to judgment in their favor on Plaintiff's sixth claim for relief.

13
14 **2. Even if Plaintiff had not waived its sixth claim for relief, the 2012**
15 **Assignment Agreement on which Plaintiff bases its sixth claim involves**
16 **a different trust which is not a party to this action. Further, neither**
17 **Mr. Rogich nor Imitations even signed the 2012 Assignment**
18 **Agreement.**

19 Nanyah's Conspiracy claim against Defendant Imitations, LLC is based upon the 2012
20 Assignment Agreement. See Complaint at ¶¶ 81 and 120 – 123. However, neither Imitations nor
21 Mr. Rogich in his individual capacity, ever signed the 2012 Assignment Agreement. Moreover,
22 the only agreement on which Imitations even appears – but not as a signatory – involves an
23 unrelated trust which is not the Rogich Trust, and is not a defendant in this action. See **Exhibit**
24 **16** hereto (naming a separate trust, known as the Rogich Family Trust); see also Deposition of
25 Melissa Olivas, attached hereto as **Exhibit 17**, at 11:22 – 12:7, explaining that there are multiple
26 trusts. Even if these Trusts were one in the same, on May 22, 2019, all claims against the Rogich
27 Trust were dismissed from this lawsuit.

28 ///

1 3. **Plaintiff's conspiracy claim fails on the additional ground that it**
2 **cannot prove the elements of the claim, including the necessary intent.**

3 The Supreme Court of Nevada has recognized that "civil conspiracy liability may attach
4 where two or more persons undertake some concerted action with the intent to commit an
5 unlawful objective, not necessarily a tort." *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. Adv.
6 Op. 15, 345 P.3d 1049, 1052 (2015). As set forth in the declaration of Mr. Rogich, attached
7 hereto as **Exhibit 18**, there was never any intent on behalf of the moving defendants – or the
8 dismissed Rogich Trust – to commit any unlawful objective that would harm Plaintiff in any way.
9 *Id.* at ¶ 7. The remaining defendants, outside of Eldorado against whom the conspiracy claim is
10 not being made, have been dismissed. Accordingly, Plaintiff cannot prove the necessary intent
11 element.

12 Plaintiff may attempt to speculate that it could cross-examine Mr. Rogich and attempt to
13 get him to change his testimony at trial, and that therefore trial should still go forward. However,
14 that is not the standard on a dispositive motion. The Nevada Supreme Court has held that on
15 summary judgment, the nonmoving party " 'is not entitled to build a case on the gossamer threads
16 of whimsy, speculation, and conjecture.' " *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d
17 1026, 1031 (2005); *see also Stockmeier v. State, Bd. of Parole Comm'rs*, 127 Nev. 243, 247, 255
18 P.3d 209, 212 (2011) (holding that "[c]onjecture and speculation do not create an issue of fact"
19 sufficient to defeat summary judgment). As the court in *Barnett v. Redmond Sch. Dist. 2J*
20 recognized, in order to overcome the Moving Defendants' request for summary judgment at this
21 stage, Nanyah would have to provide some type of actual contrary evidence – mere speculation
22 will not suffice:

23 **When a motion for summary judgment is supported by affidavits, it is not**
24 **sufficient to defeat the motion with a generalized contention that cross-**
25 **examination is necessary to test credibility.** Neither is a speculative hope that
26 trial will turn up something that would cause the factfinder to disbelieve the
27 movant's evidence. **In short, the motion cannot be defeated merely by reciting**
28 **the incantation that credibility is for the jury to determine.**

///

1 *Barnett v. Redmond Sch. Dist. 2J*, 209 Or. App. 724, 733, 149 P.3d 250, 256 (2006) (emphasis
2 added).

3 Plaintiff cannot produce any evidence of the required intent to create a genuine issue of
4 material fact. Plaintiff's sixth claim for relief must be dismissed on this basis as well.

5 **4. Further, even if the Plaintiff could prove the required intent, which it**
6 **cannot, summary judgment is required on the Plaintiff's sixth claim as**
7 **the agreements at issue provided for alternative means of**
8 **performance, even under Plaintiff's flawed theory. The 2012**
9 **Assignment Agreement only impacted one method of performance,**
 and therefore could not constitute an "unlawful act" as required to
 prove a claim for conspiracy.

10 Nanyah's conspiracy claim fails as a matter of law based upon the plain language of the
11 agreements at issue. The Agreements upon which the Plaintiff's conspiracy claim is based all
12 provide for alternative means of performance. It is important to note that the Defendants take the
13 position, and have always taken the position, that the agreements at issue do not require any
14 affirmative obligation with respect to Plaintiff. But even if Plaintiff's claim to be a third party
15 beneficiary of the Agreements was accurate – which it is not – it still could not maintain a claim
16 for conspiracy, because the 2012 Assignment Agreement only impacted one method of possible
17 compliance with what Plaintiff claims were the Moving Defendants' (and the Rogich Trust's)
18 purported obligations.

19 The three relevant agreements executed in 2008 upon which Plaintiff bases its conspiracy
20 claim each provide for alternative means of performance – payment or equity:

- 21 • **Purchase Agreement**: "Buyer [Rogich Trust] intends to negotiate such claims
22 with Seller's [Go Global / Carlos Huerta] assistance so that such claimants
23 **confirm or convert** the amounts ... **into non-interest bearing debt or an equity**
 percentage to be determined by Buyer..." See Exhibit 9, at p. 1
- 24 • **Flangas / Teld Agreements**: "Seller [Rogich Trust] shall defend, indemnify and
25 hold Buyer [Flangas Trust] harmless from any and all of the claims of ... Nanyah
26 Vegas, LLC ..., each of whom **invested or otherwise advanced the funds**, plus
27 certain possible claimed accrued interest. It is the current intention of [Rogich
28 Trust] that such amounts be **confirmed or converted to debt**, with no obligation
to participate in capital calls..." See Exhibits 10 and 11 at ¶ 8(c), pp. 12-13.

1 As such, these agreements – while they provide only for indemnification and not a promise to
2 repay Plaintiff anything – provide that the indemnification will take place as either payment or
3 equity. This is sometimes referred to as an “alternative methods of performance contract” or
4 “alternative contract.”⁸ The plain language of the cited provisions provide for the Trust to elect
5 how indemnification – if necessary – will occur. This is also consistent with case law on this
6 issue. *See San Bernardino Val. Water Dev. Co. v. San Bernardino Val. Mun. Water Dist.*, 236
7 Cal. App. 2d 238, 247, 45 Cal. Rptr. 793, 799 (Ct. App. 1965) (“[A]lternative or disjunctive
8 promises of a contract afford an option to the promisor to select one or more which he will
9 perform.”).

10 Further, Plaintiff’s conspiracy claim is based on an alleged deprivation of its purported
11 right to an equity interest in Eldorado. Plaintiff has now waived and abandoned that claim. Even
12 if it had not, Plaintiff admits in its MSJ that – at least in its mind – “Nanyah was entitled to
13 repayment of its \$1.5 million investment and/or the issuance of a membership interest in Eldorado
14 equal to that investment. **Nanyah has elected to recover the repayment of its \$1.5 million**
15 **investment..**” *See* Plaintiff’s MSJ, attached hereto as Exhibit 15, page 3, note 1 (emphasis
16 added). Thus, even if the 2012 Membership Interest Assignment Agreement prevented the
17 Rogich Trust from providing an equity interest to Plaintiff in Eldorado (assuming it was entitled
18 to any, which it was not), nothing about that agreement prevented the Rogich Trust from
19 paying \$1,500,000 (if in fact it was owed, which it was not). Thus, the ability of the Rogich
20 Trust to comply with what Plaintiff asserts was its obligation (*i.e.*, paying Nanyah \$1.5M) negates
21 the required element of the conspiracy claim, namely an unlawful act. The 2012 Assignment
22 Agreement at best eliminated only one method of compliance with what Plaintiff claims were the
23

24
25 ⁸ An alternative contract is defined as:

26 “A contract in which the performing party may elect to perform one of two or more specified acts
27 to satisfy the obligation; a contract that provides more than one way for a party to complete
28 performance, usually performing that party to choose the manner of performance.”

See Alternative Contract, Black’s Law Dictionary (9th ed. 2009).

1 Trust's obligations under the Agreements, *i.e.*, providing Nanyah an interest in Eldorado, **which**
2 **was the option Nanyah itself abandoned!**

3 As noted above, "[a]n actionable civil conspiracy 'consists of a combination of two or
4 more persons who, by some concerted action, intend to accomplish an unlawful objective for the
5 purpose of harming another, and damage results from the act or acts.' " *Consol. Generator-*
6 *Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998). If the
7 Rogich Trust could have paid Plaintiff the \$1,500,000 it alleges it is owed, then no damage has
8 resulted from the purported conspiracy alleged concerning the 2012 Assignment Agreement, and
9 the Moving Defendants are entitled to judgment.

10 **5. The Intra-corporate Conspiracy doctrine bars Plaintiff's conspiracy claim.**

11 Mr. Rogich didn't individually sign the 2012 Assignment Agreement, only the Rogich
12 Trust. Imitations did not sign it either. The Nevada Supreme Court has previously held that:

13 Agents and employees of a corporation cannot conspire with their corporate
14 principal or employer where they act in their official capacities on behalf of the
corporation and not as individuals for their individual advantage.⁹

15 *See Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983).

16 Here, Mr. Rogich signed the 2012 Assignment Agreement in his official capacity as
17 Trustee of The Rogich Trust. There can be no conspiracy between Mr. Rogich and the Trust as
18 Mr. Rogich was acting on behalf of the Trust. Therefore, the remaining Defendants should be
19 granted summary judgment as a matter of law on Plaintiff's conspiracy claim on this basis as
20 well.¹⁰

21 ⁹ *Citing Wise v. Southern Pacific Co.*, 223 Cal. App.2d 50, 35 Cal. Rptr. 652, 655 (Cal. App. 1963); *also citing Bliss*
22 *v. Southern Pacific Co.*, 212 Or. 634, 321 P.2d 324, 328-329 (Or. 1958)).

23 ¹⁰ While all claims asserted against the Moving Defendants are based upon the contracts at issue (although the
24 Moving Defendants deny Plaintiff is a third-party beneficiary thereunder), Plaintiff's third and sixth claims for relief
25 are for breach of implied covenant of good faith and fair dealing and conspiracy. NRS 163.140(3) concerns the
26 commission of a torts by a trustee and actions against trusts. The statute provides that "[a] judgment may not be
27 entered in favor of the plaintiff in the action unless the plaintiff proves that, within 30 days after filing the action, or
28 within 30 days after the filing of a report of an early case conference if one is required, whichever is longer, or within
such other period as the court may fix, and more than 30 days before obtaining the judgment, the plaintiff notified
each of the beneficiaries known to the trustee who then had a present interest 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 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." The Moving Defendants

1 C. **The Moving Defendants are entitled to summary judgment on all Nanyah's**
2 **claims on the additional ground that all defenses available against a promisee**
3 **(Go Global) are available against a purported third-party beneficiary**
4 **(Nanyah).**

5 As noted above, Nanyah's only remaining claims against the Moving Defendants, or any
6 of them, are as follows (excluding the unjust enrichment claim against Eldorado):

- 7 1. First Claim for Relief. Breach of Contract – Mr. Rogich.
- 8 2. Second Claim for Relief. Breach of the Implied Covenant of Good
9 Faith and Fair Dealing, Contractual – Mr. Rogich.
- 10 3. Third Claim for Relief. Breach of the Implied Covenant of Good
11 Faith and Fair Dealing, Tortious – Mr. Rogich.
- 12 6. Sixth Claim for Relief. Conspiracy – Mr. Rogich, Imitations.

13 It is undisputed that Nanyah was not a party to any of the Agreements. Nanyah only
14 asserts that it is a “third-party beneficiary” of the Purchase Agreement, Flangas and Teld
15 Agreements, and the Operating Agreement. *See* 2016 Complaint at ¶ 88 (first claim for relief), ¶
16 95 (second claim for relief), and ¶ 101 (fourth claim for relief). Nanyah's sixth claim for relief
17 alleging conspiracy also claims a breach of its purported rights flowing from the its alleged status
18 as a third-party beneficiary under the Purchase Agreement, and Teld and Flangas Agreements, as
19 Nanyah asserts that it was deprived of its “expectations and financial benefits in being a member
20 of Eldorado.” *Id.* at ¶ 121.

21 Binding Nevada case authority is very clear that “**[a] third party beneficiary who seeks**
22 **to enforce a contract does so subject to the defenses that would be valid as between the**
23 **parties.**” *Morelli v. Morelli*, 102 Nev. 326, 329–30, 720 P.2d 704, 706 (1986) (citing *Britton v.*
24 *Groom*, 373 P.2d 1012 (Okla.1962)); *Gibbs v. Giles*, 96 Nev. 243, 246–47, 607 P.2d 118, 120
25 (1980)¹¹ (holding that “**[a]s a general rule, a third-party beneficiary takes subject to any**

26 request the Court take judicial notice of this statute and its application to any remaining claims against the Moving
27 Defendants in this matter.

28 ¹¹ Superseded by statute on other grounds as stated in *State of Washington v. Bagley*, 114 Nev. 788, 791, 963 P.2d
498, 500 (1998).

1 defense arising from the contract that is assertible against the promisee, including the statute
2 of limitations.”) (citing *Skylawn v. Superior Court*, 88 Cal.App.3d 316, 151 Cal.Rptr. 793 (1979);
3 *Bogart v. George K. Porter Co.*, 193 Cal. 197, 223 P. 959 (1924); 4 Corbin on Contracts s 820
4 (1951); 2 Williston on Contracts s 394 (3d ed. 1959); *see also Stratosphere Litig. L.L.C. v. Grand*
5 *Casinos, Inc.*, 298 F.3d 1137, 1146 (9th Cir. 2002) (“A third-party beneficiary who seeks to
6 enforce a contract does so subject to the defenses that would be valid as between the
7 contracting parties.”).¹²

8 As noted above, there is no dispute that all claims brought by Mr. Huerta and the
9 Christopher Trust (assigned from Go Global) in the 2013 Action are barred by the November 2014
10 Summary Judgment Order. In other words, if Mr. Huerta and Go Global had brought claims under
11 the Agreements in the 2016 Action, there is no question that under the 2014 Summary Judgment
12 Order the claims asserted by Mr. Huerta and Go Global would be barred. *See Morelli, supra.*
13 Accordingly, because the promisees to the Agreements would be barred from enforcing them, and
14 because Nanyah’s claims are based on its alleged status as a third party beneficiary under those
15 same Agreements, as a matter of law the Moving Defendants have a complete defense to
16 Plaintiff’s remaining claims. Accordingly, the Moving Defendants are entitled to summary
17 judgment on all claims asserted against them in the 2016 Action.

18 V. CONCLUSION

19 For all these reasons, the Moving Defendants request that summary judgment be entered
20 in their favor on all remaining claims, that Plaintiff Nanyah Vegas, LLC, be awarded nothing on
21 its claims against the Moving Defendants, and for such other and further relief as the Court deems

22 ///

23 ///

24 ///

25 ///

26 ¹² As the Ninth Circuit in *Stratosphere* noted, some courts have recognized an exception to this rule involving the
27 parties to the contract discharging or modifying the rights of the third party beneficiary, but such an exception is
28 inapplicable here. *Id.*

1 appropriate.

2 DATED May 10, 2019.

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

4
5 By: 

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

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

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

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

300 S. Fourth Street, Suite 1400

Las Vegas, Nevada 89101

10 *Attorneys for the Moving Defendants*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fennemore
3 Craig, P.C., and that on May 10, 2019, I caused to be electronically served through the
4 Court's e-service/e-filing system, true and correct copies of the foregoing **MOTION FOR**
5 **SUMMARY JUDGMENT OR ALTERNATIVELY FOR JUDGMENT AS A**
6 **MATTER OF LAW PURSUANT TO NRCP 50(a)** properly addressed to the
7 following:

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

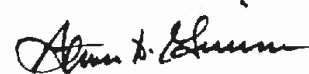
14 Charles E. ("CJ") Barnabi, Jr.
15 **COHEN JOHNSON PARKER**
16 **EDWARDS**
17 375 E. Warm Springs Road, Suite 104
18 Las Vegas, NV 89119
19 *Attorney for Plaintiffs Carlos Huerta*
20 *and Go Global*

21 Dennis Kennedy
22 Joseph Liebman
23 **BAILEY ♦ KENNEDY**
24 8984 Spanish Ridge Avenue
25 Las Vegas, NV 89148
26 *Attorneys for Defendants Pete Eliades,*
27 *Teld, LLC and Eldorado Hills, LLC*

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

/s/ Denise Farnhan
An employee of **Fennemore Craig, P.C.**

EXHIBIT 1



CLERK OF THE COURT

COMP

Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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; ROBERT RAY as
Trustee of the Ray Family Trust, a trust
established in Nevada; 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.

Case No.: A - 13 - 686303 - C

Dept. No.: XXVII

COMPLAINT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.
of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

PARTIES

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at
all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER TRUST as assignee of interests of GO GLOBAL, INC. (hereinafter referred to as "Go Global"), is now, and was at all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada.

3. Plaintiff, ROBERT RAY (hereinafter referred to as "Ray"), is now, and was at all times relevant hereto the Trustee of the Ray Family Trust established in the State of Nevada.

4. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

5. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark County, Nevada.

6. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now, and was at all times relevant hereto, a Nevada limited liability company doing business in Clark County, Nevada.

7. The true names and capacities of the Defendants named herein as DOES I-X, inclusive, whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-X inclusive are discovered, the Plaintiff will ask leave to amend this Complaint to substitute the true names of the said Defendants. The Plaintiff is informed, believes and therefore alleges that the Defendants so designated herein are responsible in some manner for the events and occurrences contained in this action.

JURISDICTION

5. That the facts surrounding this matter occurred in Clark County, Nevada, the parties

1 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.

2 6. Additionally this matter relates to an interest/investment conveyed in a Nevada limited
3 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.

4 **GENERAL ALLEGATIONS**

5 **A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills**

6 6. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the
7 membership interests of Eldorado.

8 7. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement
9 whereby the 35% interest of Huerta and Global would be purchased by Rogich for \$2,747,729.50. (See
10 Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

11 8. Pursuant to the Agreement the \$2,747,729.50 (the "debt") would be paid from "future
12 distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

13 9. Upon information and belief, sometime in 2012, Rogich conveyed his membership
14 interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform
15 Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to
16 TELD, LLC and was only informed after the transfer had in fact occurred.

17 10. That by conveying the membership interest to TELD, Rogich breached the Agreement
18 and also made it impossible for Huerta and Go Global to receive their rightful return of the debt.
19 Additionally, Eldorado received the benefit of the debt, which formerly represented the membership
20 capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own
21 benefit, without providing any benefit to Huerta and Go Global.

22 **B. Factual Allegations Regarding Ray, Nanyah and Eldorado Hills**

23 11. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.
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1 12. Subsequently and in the years 2006 and 2007, Plaintiffs, Ray and Nanyah respectively
2 invested \$1,783,561.60, collectively, in Eldorado, and were entitled to their respective membership
3 interests.

4 13. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30,
5 2008, Rogich was expressly made aware of the claims of Ray and Nanyah.

6 14. Also as a result of the transfer of the Rogich's interest in Eldorado to TELD, LLC, Ray
7 and Nanyah's interest or potential interest was eliminated, while Eldorado received the benefit of their
8 investment of \$1,783,561.60.
9

10 15. That Ray and Nanyah are entitled to the return of the \$1,783,561.60 from Eldorado.

11 16. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
12 amount in excess of \$10,000.

13 **FIRST CLAIM FOR RELIEF**

14 **(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)**

15 17. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
16 set forth herein.
17

18 15. That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta
19 and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global
20 would be repaid the debt. (Id. at Exhibit 1)

21 16. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the
22 Agreement.
23

24 17. That Defendant Rogich materially breached the terms of the Agreement providing the
25 consideration required under the terms of the Agreement and by knowingly transferring the purchased
26 interest to a third-party which effectively negated the possible recovery of monies owed to Huerta and
27
28

1 Go Global.

2 19. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich
3 in that they would honor the terms of the Agreement, all to their detriment.

4 20. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
5 amount in excess of \$10,000.

6 21. It has become necessary for Huerta and Go Global to engage the services of an attorney
7 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
8 pursuant to the Agreement.
9

10 **SECOND CLAIM FOR RELIEF**

11 **(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global**
12 **Against Rogich)**

13 22. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
14 set forth herein.

15 23. That the parties herein agreed to uphold certain obligations pursuant to their Agreement;
16 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite
17 consideration and reasonably maintaining the membership interest to consummate the terms of the
18 Agreement.
19

20 22. That in every agreement there exists a covenant of good faith and fair dealing.

21 23. That each agreed to uphold the terms of the Agreement upon execution of the
22 Agreement and as a result agreed to perform certain duties.

23 24. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as
24 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith
25 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

26 25. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
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1 amount in excess of \$10,000.

2 26. It has become necessary for Huerta and Go Global to engage the services of an attorney
3 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
4 pursuant to the Agreement.

5 **THIRD CLAIM FOR RELIEF**

6 **(Unjust Enrichment - As Alleged by Huerta and Go Global Against Eldorado)**

7 28. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
8 set forth herein.

9 29. That Huerta and Go Global formerly invested \$2,747,729.50 into Eldorado as a capital
10 investment for the benefit of that company, which represented a benefit to Eldorado.

11 30. Eldorado accepted the benefit of the monies provided by Huerta and Go Global.

12 31. That Huerta and Go Global have not received any consideration for the use of those
13 funds.
14

15 32. That in equity and good conscience the \$2,747,729.50 provided by Huerta and Go
16 Global does not belong to Eldorado and said amount should be returned.

17 33. Eldorado has been unjustly enriched in the amount of \$2,747,729.50.

18 34. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
19 amount in excess of \$10,000.
20

21 35. It has become necessary for Huerta and Go Global to engage the services of an attorney
22 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.
23

24 **FOURTH CLAIM FOR RELIEF**

25 **(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)**

26 36. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
27
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1 set forth herein.

2 37. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

3 38. Rogich represented at the time of the Agreement that he would remit payment to Huerta
4 and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD,
5 LLC; and furthermore knew that the representations made by him in the Agreement were in fact false
6 with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the
7 debt in the future.

8 39. That these representations were made knowingly, willfully and with the intention that
9 Huerta and Go Global would be induced to act accordingly and execute the Agreement.
10

11 40. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich
12 all to their detriment.

13 41. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
14 amount in excess of \$10,000.

15 42. It has become necessary for Huerta and Go Global to engage the services of an attorney
16 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.
17

18 **FIFTH CLAIM FOR RELIEF**

19 **(Unjust Enrichment - As Alleged by Ray and Nanyah Against Eldorado)**

20 43. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
21 set forth herein.

22 44. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado as a capital
23 investment for the benefit of that company, which represented a benefit to Eldorado.
24

25 45. Eldorado accepted the benefit of the monies provided by Ray and Nanyah.

26 46. Ray and Nanyah were not afforded their equity positions in Eldorado nor have they
27
28

1 received any beneficial consideration from Eldorado.

2 47. That in equity and good conscience the \$1,783,561.60 provided by Ray and Nanyah
3 does not belong to Eldorado and said amount should be returned.

4 48. Eldorado has been unjustly enriched in the amount of \$1,783,561.60.

5 49. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
6 amount in excess of \$10,000.

7 50. It has become necessary for Ray and Nanyah to engage the services of an attorney to
8 commence this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

9
10 **SIXTH CLAIM FOR RELIEF**

11 **(Breach of Implied Agreement - As Alleged by Ray and Nanyah Against Rogich and Eldorado)**

12 51. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
13 set forth herein.

14 52. That Ray and Nanyah formerly invested \$1,783,561.60 into Eldorado in 2006 and 2007
15 as a capital investment for the benefit of that company, with the agreement from Eldorado that they
16 would be provided an interest in the company equivalent to their investment.

17 53. That at the time of the Agreement Rogich as a member of Eldorado was expressly made
18 aware of these claims. Furthermore, Ray and Nanyah performed all conditions necessary under the
19 implied agreement.
20

21 54. That on or about 2012 when Rogich transferred all of his interest in Eldorado to TELD,
22 LLC, Ray and Nanyah's interest or potential interest was eliminated; which constituted a material
23 breach of the implied agreement between the parties.

24 55. That Ray and Nanyah have been damaged have been damaged in an amount in excess of
25 \$10,000 as they have never received any consideration for their investment of \$1,783,561.60.
26

56. It has become necessary for Ray and Nanyah to engage the services of an attorney to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at time of trial;
2. For prejudgment interest;
3. For reasonable attorney's fees and costs incurred herein; and
4. For such other and further relief as the court deems just and proper.

Dated this 30th day of July, 2013.

McDONALD LAW OFFICES, PLLC

By: /s/ Brandon B. McDonald, Esq.
 Brandon B. McDonald, Esq.
 Nevada Bar No.: 11206
 2505 Anthem Village Drive, Ste. E-474
 Henderson, NV 89052
 Attorneys for Plaintiffs

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EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third ($1/3^{\text{rd}}$) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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:

CH S.R

1. Sale and Transfer of Membership 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 set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

S.R. (18)

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

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(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. 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 services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or 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 to 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 to which it may be entitled.

(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 inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) **Entire Agreement.** This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

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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 multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(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, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

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American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.


(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

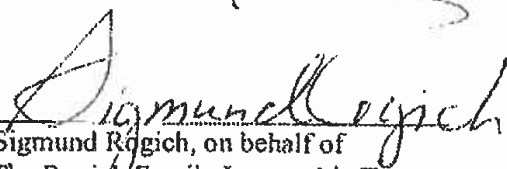
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"

"BUYER"



Carlos Huerta, on behalf of Go Global, Inc.



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

(4)

EXHIBIT "B"

Assignment

ASSIGNMENT

FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT 2

CASE No. A-13-686303-C

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Case Type: Breach of Contract
 Subtype: Other Contracts/Acc/Judgment
 Date Filed: 07/31/2013
 Location: Department 27
 Case Number: A686303
 Case Court No.: 66823
 67595
 70492

Related Cases

A-16-746239-C (Consolidated)

Lead Attorneys

Dennis L. Kennedy
Retained
7025628820(VA)

Samuel S. Lionel
Retained
7023838888(W)

~~Dennis L. Kennedy~~
~~Retained~~
~~7025628820(WA)~~

Dennis L. Kennedy
Retained
7025628820(W)

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

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

Dennis L. Kennedy
Retained
7025628820(W)

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

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

Charles E. Barnabi

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
10/01/2014	Partial Summary Judgment (Judicial Officer: Allf, Nancy) Debtors: Nanyah Vegas LLC (Plaintiff) Creditors: Eldorado Hills LLC (Defendant) Judgment: 10/01/2014, Docketed: 10/08/2014
11/05/2014	Partial Summary Judgment (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 11/05/2014, Docketed: 11/12/2014 Comment: Certain Claims
11/05/2014	Order of Dismissal (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Sig Rogich (Defendant), Eldorado Hills LLC (Defendant) Judgment: 11/05/2014, Docketed: 11/20/2014
02/10/2015	Order (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 02/10/2015, Docketed: 02/18/2015 Total Judgment: 237,954.50
02/23/2015	Judgment (Judicial Officer: Allf, Nancy) Debtors: Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 02/23/2015, Docketed: 03/11/2015 Total Judgment: 242,971.27 Satisfaction: Satisfaction of Judgment
04/29/2016	Clerk's Certificate (Judicial Officer: Allf, Nancy) Debtors: Eldorado Hills LLC (Defendant) Creditors: Nanyah Vegas LLC (Plaintiff) Judgment: 04/29/2016, Docketed: 05/06/2016 Comment: Supreme Court No 66823 - "APPEAL REVERSED and REMAND"
07/21/2016	Clerk's Certificate (Judicial Officer: Allf, Nancy) Debtors: Go Global Inc (Other Plaintiff), Carlos A Huerta (Plaintiff), Alexander Christopher Trust (Plaintiff), Nanyah Vegas LLC (Plaintiff) Creditors: Sig Rogich (Defendant) Judgment: 07/21/2016, Docketed: 07/28/2016 Comment: Supreme Court No 67595 - "APPEAL AFFIRMED"
07/31/2017	Clerk's Certificate (Judicial Officer: Allf, Nancy) Debtors: Go Global Inc (Other Plaintiff), Carlos A Huerta (Plaintiff) Creditors: Sig Rogich (Defendant), Eldorado Hills LLC (Defendant) Judgment: 07/31/2017, Docketed: 08/07/2017 Comment: Supreme Court No. 70492 APPEAL AFFIRMED
10/05/2018	Order of Dismissal With Prejudice (Judicial Officer: Allf, Nancy) Debtors: Nanyah Vegas LLC (Plaintiff) Creditors: TELD, LLC (Consolidated Case Party), Peter Eliades (Consolidated Case Party) Judgment: 10/05/2018, Docketed: 10/08/2018 Comment: Consolidated Case Parties Dismissed
OTHER EVENTS AND HEARINGS	
07/31/2013	Case Opened
07/31/2013	Complaint <i>Complaint</i>
08/01/2013	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
08/30/2013	Proof of Service <i>Proof of Service - Eldorado Hills LLC</i>
09/12/2013	Motion to Dismiss <i>(Vacated 10/30/2013) Defendant Eldorado Hills, LLC's Motion to Dismiss</i>
09/12/2013	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
09/18/2013	Proof of Service <i>Proof of Service - Sig Rogich aka Sigmund Rogich</i>
10/11/2013	Stipulation and Order <i>Stipulation and Order to Continue Hearing on Motion Hearings</i>
10/21/2013	Amended Complaint <i>First Amended Complaint</i>
10/30/2013	Notice <i>Defendant Eldorado Hills LLC's Notice Vacating Its Motion to Dismiss</i>
10/30/2013	Notice <i>Defendant Eldorado Hills, LLC's Notice Vacating Its Motion to Dismiss</i>
10/31/2013	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer Allf, Nancy) <i>Vacated - On In Error</i> <i>Defendant Eldorado Hills, LLC's Motion to Dismiss</i> <i>10/16/2013 Reset by Court to 10/31/2013</i>

10/31/2013 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Alf, Nancy)
Vacated
parties stipulated to this continuance

11/08/2013 **Answer and Counterclaim**
Answer to First Amended Complaint and Counterclaim

01/09/2014 **Joint Case Conference Report**
Joint Case Conference Report

02/12/2014 **Commissioners Decision on Request for Exemption - Granted**
Commissioner's Decision on Request for Exemption - Granted

02/14/2014 **Arbitration File**
Arbitration File

02/20/2014 **Scheduling Order**
Scheduling Order

02/20/2014 **Answer to Counterclaim**
Answer to Counterclaim

03/12/2014 **Order Setting Civil Bench Trial**
Order Setting Civil Bench Trial, Pre-Trial/Calendar Call

04/30/2014 **Motion for Leave to File**
Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time

05/14/2014 **Motion for Leave** (9:30 AM) (Judicial Officer Alf, Nancy)
Defendants' Motion for Leave to File an Amended Answer on an Order Shortening Time
Parties Present
Minutes
 Result: Granted

07/25/2014 **Motion for Partial Summary Judgment**
Motion for Partial Summary Judgment

07/25/2014 **Notice of Hearing**
Notice of Hearing

08/11/2014 **Motion for Partial Summary Judgment**
Defendant Slg Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment

08/13/2014 **Opposition and Countermotion**
Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment

08/14/2014 **Initial Appearance Fee Disclosure**
Initial Appearance and Fee Disclosure

08/25/2014 **Countermotion For Partial Summary Judgment**
Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment

09/02/2014 **Reply to Opposition**
Reply to Opposition to Motion for Partial Summary Judgment

09/08/2014 **Reply to Opposition**
Plaintiffs' Reply to Defendants' Opposition to Counter-Motion for Partial Summary Judgment

09/09/2014 **Certificate of Service**
Certificate of Service

09/10/2014 **Errata**
Errata

09/11/2014 **Motion for Summary Judgment** (10:30 AM) (Judicial Officer Alf, Nancy)
Defendant Eldorado Hills LLC's Motion for Partial Summary Judgment
 Result: Granted

09/11/2014 **Opposition and Countermotion** (10:30 AM) (Judicial Officer Alf, Nancy)
Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment
 Result: Denied Without Prejudice

09/11/2014 **All Pending Motions** (10:30 AM) (Judicial Officer Alf, Nancy)
Parties Present
Minutes
 Result: Matter Heard

09/12/2014 **Motion to Compel**
Defendants' Motion to Compel Discovery Responses on Order Shortening Time

09/16/2014 **Amended Answer**
Amended Answer to First Amended Complaint; and Counterclaim Jury Demand

09/18/2014 **Reply to Opposition**
Reply to Opposition to Motion for Partial Summary Judgment

09/19/2014 **Opposition to Motion to Compel**
Plaintiffs' Opposition to Motion to Compel Discovery Responses on an Order Shortening Time

09/19/2014 **Notice of Withdrawal of Motion**
Notice of Withdrawal of Plaintiffs' Counter-Motion for Partial Summary Judgment

09/22/2014 **Certificate of Service**
Certificate of Service

09/22/2014 **Motion to Continue**
Motion to Continue Trial and Discovery on an Order Shortening Time

09/25/2014 **Opposition to Motion**
Defendants' Opposition to Motion to Continue Trial and Discovery

09/25/2014 **Amended Certificate of Service**
Amended Certificate of Service

09/26/2014 **Motion to Compel** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Defts' Motion to Compel Discovery Responses on OST
 Result: Off Calendar

09/26/2014 **Motion to Continue Trial** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Pliffs' Motion to Continue Trial and Discovery on an OST
 Result: Denied Without Prejudice

09/26/2014 **All Pending Motions** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Defts' Motion to Compel Discovery Responses on OST Pliffs' Motion to Continue Trial and Discovery on an OST
Parties Present

Minutes
 Result: Matter Heard
 09/30/2014 **Motion to Continue Trial**
Motion to Continue Trial on an Order Shortening Time (First Request)
 09/30/2014 **Certificate of Service**
Certificate of Service
 10/01/2014 **Order Granting**
Order Granting Partial Summary Judgment
 10/01/2014 **Notice of Entry of Order**
Notice of Entry of Order
 10/02/2014 **Opposition to Motion**
Opposition to Motion to Continue Trial
 10/06/2014 **Reply to Opposition**
Reply to Defendants' Opposition to Motion to Continue Trial on Order Shortening Time
 10/08/2014 **Motion for Partial Summary Judgment** (10:30 AM) (Judicial Officer Allf, Nancy)
Defendant Sig Rogich, Trustee of The Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment
09/25/2014 Reset by Court to 10/08/2014
 Result: Granted
 10/08/2014 **Opposition and Countermotion** (10:30 AM) (Judicial Officer Allf, Nancy)
Plaintiff's Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment
09/25/2014 Reset by Court to 10/08/2014
 Result: Matter Heard
 10/08/2014 **Motion to Continue Trial** (10:30 AM) (Judicial Officer Allf, Nancy)
Plaintiffs' Motion to Continue Trial on an Order Shortening Time
 Result: No Ruling
 10/08/2014 **All Pending Motions** (10:30 AM) (Judicial Officer Allf, Nancy)
Parties Present
Minutes
 Result: Matter Heard
 10/24/2014 **Status Check: Compliance** (11:00 AM) (Judicial Officer Bulla, Bonnie)
Minutes
 Result: Off Calendar
 10/30/2014 **CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer Allf, Nancy)
Vacated
 10/30/2014 **Case Appeal Statement**
Case Appeal Statement
 10/30/2014 **Notice of Appeal**
Notice of Appeal
 11/03/2014 **CANCELED Bench Trial** (10:30 AM) (Judicial Officer Allf, Nancy)
Vacated
 11/05/2014 **Order Granting Summary Judgment**
Order Granting Partial Summary Judgment
 11/06/2014 **Notice of Entry of Order**
Notice of Entry of Order Granting Partial Summary Judgment
 11/07/2014 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements
 11/19/2014 **Motion for Attorney Fees**
Motion for Award of Attorneys' Fees
 12/05/2014 **Opposition to Motion**
Plaintiffs' Opposition to Defendant's Motion for Award of Attorneys' Fees
 12/11/2014 **Stipulation and Order**
Stipulation and Order to Continue Hearing on Motion Hearing
 12/15/2014 **Notice of Entry of Order**
Notice of Entry of Order
 12/30/2014 **Reply in Support**
Defendant's Reply in Support of Motion for Award of Attorneys' Fees
 01/15/2015 **Motion for Attorney Fees and Costs** (9:30 AM) (Judicial Officer Allf, Nancy)
Parties Present
Minutes
12/24/2014 Reset by Court to 01/15/2015
 Result: Granted
 01/16/2015 **Recorders Transcript of Hearing**
Recorder's Partial Transcript of Proceedings: Defendant Sig Rogich, Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment Plaintiffs' Motion to Continue Trial on Order Shortening Time - Ruling - October 8, 2014
 01/28/2015 **Notice**
Notice of Transcript Request
 02/10/2015 **Order Granting Motion**
Order Granting Motion For Award of Attorneys Fees
 02/11/2015 **Notice of Entry of Order**
Notice of Entry of Order Granting Award of Attorneys Fees
 02/23/2015 **Judgment**
FINAL JUDGMENT
 02/24/2015 **Notice of Entry of Judgment**
Notice of Entry of Final Judgment
 03/13/2015 **Recorders Transcript of Hearing**
Recorder's Partial Transcript of Proceedings: Notice of Hearing Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment - September 11, 2014
 03/13/2015 **Notice of Appeal**
Notice of Appeal

03/13/2015 **Case Appeal Statement**
Case Appeal Statement

03/17/2015 **Recorders Transcript of Hearing**
Recorder's Transcript of Proceedings: Notice of Hearing Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-motion for Partial Summary Judgment - September 11, 2014

04/25/2015 **Request**
Notice of Transcript Request

06/15/2015 **Recorders Transcript of Hearing**
Recorder's Transcript of Proceedings: Partial Transcript - Excludes Ruling Defendant, Sig Rogich Trustee of the Rogich Family Irrevocable Trust's Motion for Partial Summary Judgment; Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment; Plaintiffs' Motion to Continue Trial on Order Shortening Time - October 8, 2014

11/20/2015 **Recorders Transcript of Hearing**
Recorder's Transcript of Proceedings: Defendant's Motion for Attorneys Fees and Costs - January 15, 2015

02/22/2016 **Order**
Order Setting Status Check

02/22/2016 **Motion to Reconsider**
Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

03/07/2016 **Opposition**
Opposition to Plaintiffs' Motion for Reconsideration for Relief from Order Granting Motion for Partial Summary Judgment

03/14/2016 **Supplement to Opposition**
Supplement to Opposition to Plaintiffs' Motion for Reconsideration for Relief from Order Granting Motion for Partial Summary Judgment

03/22/2016 **Minute Order** (3:00 AM) (Judicial Officer Allf, Nancy)
Minute Order: Status Check: Status of Case set 3/24/2016 VACATED
Minutes
Result: Minute Order - No Hearing Held

03/22/2016 **Reply to Opposition**
Plaintiffs' (A) Reply to Defendants' Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment; and (B) Request for Oral Argument

03/22/2016 **Application**
Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

03/23/2016 **Minute Order** (3:00 AM) (Judicial Officer Allf, Nancy)
Minute Order: Matters set on 3/29/2016 chambers calendar and 5/10/2016 chambers calendar.
Minutes
Result: Minute Order - No Hearing Held

03/24/2016 **CANCELED Status Check: Status of Case** (9:30 AM) (Judicial Officer Allf, Nancy)
Vacated
Status Check: Status of Case

04/04/2016 **Substitution of Attorney**
Substitution of Attorneys

04/04/2016 **Supplement**
Plaintiffs' Supplement to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

04/20/2016 **Motion For Reconsideration** (10:30 AM) (Judicial Officer Allf, Nancy)
Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment
Minutes
03/29/2016 Reset by Court to 04/20/2016
Result: Denied

04/28/2016 **Order Denying Motion**
Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

04/29/2016 **Notice of Entry of Order**
Notice of Entry of Order Denying Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

04/29/2016 **NV Supreme Court Clerks Certificate/Judgment - Remanded**
Nevada Supreme Court Clerk's Certificate Judgment - Reversed and Remand; Rehearing Denied

05/10/2016 **CANCELED Motion** (3:00 AM) (Judicial Officer Allf, Nancy)
Vacated
Plaintiffs' Application to Set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment

05/16/2016 **Substitution of Attorney**
Substitution of Counsel

05/25/2016 **Notice of Appeal**
Notice of Appeal

05/25/2016 **Case Appeal Statement**
Case Appeal Statement

05/27/2016 **Notice of Posting Bond**
Plaintiffs' Notice of Posting Bond

07/21/2016 **NV Supreme Court Clerks Certificate/Judgment - Affirmed**
Nevada Supreme Court Clerk's Certificate Judgment - Affirmed

07/28/2016 **Motion for Attorney Fees**
(Withdrawn 8/30/16) Motion for Award of Attorneys' Fees

07/28/2016 **Declaration**
Declaration of Samuel S. Lionel in Support of Motion for Award of Attorneys' Fees

07/29/2016 **Amended Certificate of Service**
Amended Certificate of Service

08/12/2016 **Opposition to Motion**
Plaintiffs' Opposition to Motion for Award of Attorneys' Fees

08/24/2016 **Reply in Support**
Reply in Support of Motion for Award of Attorneys' Fees

08/30/2016 **Stipulation and Order**
Stipulation and Order to Withdraw Motion for Award of Attorneys' Fees Without Prejudice

08/31/2016 **CANCELED Motion for Attorney Fees** (9:00 AM) (Judicial Officer Allf, Nancy)
Vacated - per Stipulation and Order
Motion for Award of Attorneys' Fees

10/19/2016 **Notice**
Plaintiffs' Notice of Transcript Request

11/14/2016 **Recorders Transcript of Hearing**
Transcript Re: Plaintiffs' Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment - April 20, 2016

02/22/2017 **Affidavit**
Affidavit of Judgment

03/22/2017 **Order to Statistically Close Case**
Civil Order to Statistically Close Case

03/31/2017 **Stipulation and Order**
Stipulation for Consolidation

04/05/2017 **Notice of Consolidation**
Notice of Consolidation

04/24/2017 **Answer**
Defendants' Answer to Complaint

05/25/2017 **Joint Case Conference Report**
Joint Case Conference Report

06/14/2017 **Motion to Quash**
Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories

06/20/2017 **Motion to Quash**
Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories

06/26/2017 **Opposition and Countermotion**
ntermotion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories

07/19/2017 **CANCELED Motion for Protective Order** (9:00 AM) (Judicial Officer Alif, Nancy)
Vacated
Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories

07/21/2017 **Motion for Protective Order** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Nanyah Vegas, LLC's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories
 Result: Granted in Part

07/21/2017 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Defendants Opposition to Plaintiff's Motion for Temporary Protective Order to Quash Deposition Notice and Extend Time to Respond to Interrogatories and Countermotion for 2 Days to Complete Mr. Harlap's Deposition and Leave to Serve 25 Additional Interrogatories
 Result: Granted in Part

07/21/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Parties Present
Minutes
 Result: Matter Heard

07/26/2017 **Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call**
Order Setting Civil Jury Trial, Pre-Trial/Calendar Call

07/31/2017 **NV Supreme Court Clerks Certificate/Judgment - Affirmed**
Nevada Supreme Court Clerk's Certificate Judgment - Affirmed

08/18/2017 **Affidavit**
Corrected Affidavit of Judgment

08/31/2017 **Notice of Firm Name Change**
Notice of Firm Name Change

09/12/2017 **Notice of Deposition**
NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS

09/21/2017 **Status Check: Compliance** (3:00 AM) (Judicial Officer Bulla, Bonnie)
DCRR 7-21-17
 Result: Matter Continued

09/21/2017 **Stipulation**
Stipulation re: Re-Open Deadlines

10/17/2017 **Objection**
Objection to Notice of Taking Deposition and Request for Production of Documents

10/24/2017 **Discovery Commissioners Report and Recommendations**
Discovery Commissioner's Report and Recommendation

10/25/2017 **Notice**
Notice of Issuance of Subpoenas Duces Tecum

11/13/2017 **Motion to Compel**
Defendants' Motion to Compel

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Nevada Title Company

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Kenneth Woloson, Esq.

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Bradshaw, Smith & Co, LLP

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Garety & Associates

11/16/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Bank of Nevada

11/21/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Mutual of Omaha Bank

11/29/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to City National Bank

11/30/2017 **Notice of Change of Hearing**
Notice of Change of Hearing

12/04/2017 **Opposition**
Opposition to Motion to Compel

12/08/2017 **Reply in Support**
Defendants' Reply in Support of Motion to Compel

12/12/2017 **Notice**
Notice of Issuance of Subpoena Duces Tecum

12/12/2017 **Subpoena Duces Tecum**
Nanyah Vegas, LLC's Subpoena Duces Tecum to Blakely Island Holdings, LLC

12/13/2017 **Notice**
Notice of Issuance of Subpoenas Duces Tecum

12/15/2017 **Motion to Compel** (9:30 AM) (Judicial Officer Bulla, Bonnie)
12/15/2017, 01/23/2018, 03/07/2018
COURT CALL - Defendants' Motion to Compel
Minutes
12/14/2017 Reset by Court to 12/15/2017
01/11/2018 Reset by Court to 01/23/2018
02/07/2018 Reset by Court to 03/07/2018
Result: Continued

12/15/2017 **Motion for Leave to File**
Motion for Leave to Amend Answer to Complaint

12/15/2017 **Certificate of Service**
Certificate of Service

12/18/2017 **Stipulation and Order to Extend Discovery Deadlines**
Stipulation and Order to Extend Discovery Deadlines

12/18/2017 **Acceptance of Service**
Acceptance of Service Regarding Subpoena Duces Tecum to Carlos Huerta

12/18/2017 **Non Opposition**
Nanyah Vegas, LLC's Non-Opposition to Motion for Leave to Amend Answer to Complaint

12/22/2017 **Motion to Strike**
Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel

01/02/2018 **Stipulation and Order**
Stipulation and Order to Vacate Hearing on Defendants' Motion for leave to Amend Answer

01/04/2018 **Order Shortening Time**
Order Shortening Time to Motion to Strike Defendants' Motion to Compel

01/05/2018 **Motion to Compel**
Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories

01/05/2018 **Opposition**
Opposition to Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel

01/09/2018 **Motion to Strike**
Nanyah Vegas, LLC's Reply in Support of Motion to Strike Defendants' Motion to Compel

01/17/2018 **CANCELED Motion for Leave** (9:00 AM) (Judicial Officer Alf, Nancy)
Vacated - per Stipulation and Order
Motion for Leave to Amend Answer to Complaint

01/23/2018 **Motion to Strike** (10:30 AM) (Judicial Officer Bulla, Bonnie)
Nanyah Vegas, LLC's Motion to Strike Defendants' Motion to Compel
01/25/2018 Reset by Court to 01/23/2018
Result: Denied

01/23/2018 **All Pending Motions** (10:30 AM) (Judicial Officer Bulla, Bonnie)
Parties Present
Minutes
Result: Matter Heard

01/23/2018 **Amended Answer**
(A746239) Defendants' First Amended Answer to Complaint

01/23/2018 **Certificate of Service**
Certificate of Service

01/23/2018 **Opposition to Motion to Compel**
Opposition to Motion to Compel and Countermotion for an Order that the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed

01/24/2018 **Substitution of Attorney**
(A746239) Substitution of Attorneys

01/26/2018 **Reply to Opposition**
Nanyah Vegas, LLC's Reply in Support of Motion to Compel

01/26/2018 **Opposition to Motion**
Nanyah Vegas, LLC's Opposition to Countermotion for an Order That the Answers to Requests for Admission Should be Considered as Having Been Timely Filed

01/29/2018 **Order Granting Motion**
Order Granting Motion for Leave to Amend Answer to Complaint

01/31/2018 **Substitution of Attorney**
Substitution of Attorneys

02/21/2018 **Substitution of Attorney**
Substitution of Counsel

02/23/2018 **Motion for Summary Judgment**
Motion for Summary Judgment

02/27/2018 **Reply In Support**
REPLY IN SUPPORT OF COUNTERMOTION FOR AN ORDER THAT THE ANSWERS TO REQUESTS FOR ADMISSIONS SHOULD BE CONSIDERED AS HAVING BEEN TIMELY FIELD

02/28/2018 **Supplement to Opposition**
Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and TELD, LLC's Supplemental Opposition to Nanyah Vegas, LLC's Motion to Compel

03/05/2018 **Joinder to Motion For Summary Judgment**
Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment

03/07/2018 **Motion to Compel** (9:00 AM) (Judicial Officer Bulla, Bonnie)
COURT CALL - Nanyah Vegas, LLC's Motion to Compel Defendants Responses to Request for Production and Interrogatories
02/07/2018 Reset by Court to 02/07/2018
02/07/2018 Reset by Court to 03/07/2018
Result: Withdrawn

03/07/2018 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Bulla, Bonnie)

COURT CALL - Opposition to Motion to Compel and Countermotion for an Order That the Answers to Requests for Admissions Should be Considered as Having Been Timely Filed
02/07/2018 Reset by Court to 03/07/2018

Result: Granted

03/07/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Parties Present
Minutes
Result: Matter Heard

03/08/2018 **Joinder to Motion For Summary Judgment**
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

03/14/2018 **Discovery Commissioners Report and Recommendations**
Discovery Commissioners Report and Recommendation

03/19/2018 **Opposition and Countermotion**
Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief

03/20/2018 **Initial Appearance Fee Disclosure**
Fee Disclosure

03/21/2018 **Notice of Entry**
NOTICE OF ENTRY

03/22/2018 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated - per Commissioner

04/11/2018 **Reply in Support**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for NRCP 56(f) Relief

04/11/2018 **Reply in Support**
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief

04/16/2018 **Reply to Opposition**
Reply to Opposition to Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief

04/17/2018 **Joinder**
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 Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld's Reply in Support of Their Joinder to Motion for Summary Judgment and Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and NRCP 56(f) Relief

04/17/2018 **Notice of Taking Deposition**
Notice of Taking Deposition of Sigmund Rogich

04/17/2018 **Notice of Taking Deposition**
Notice of Taking Deposition of Peter Eliades

04/17/2018 **Notice of Taking Deposition**
Notice of Taking Depositions

04/18/2018 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Allf, Nancy)
03/28/2018 Reset by Court to 04/18/2018

Result: Granted in Part

04/18/2018 **Joinder** (10:00 AM) (Judicial Officer Allf, Nancy)
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment
03/28/2018 Reset by Court to 04/18/2018

Result: Matter Heard

04/18/2018 **Joinder** (10:00 AM) (Judicial Officer Allf, Nancy)
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

Result: Matter Heard

04/18/2018 **Opposition and Countermotion** (10:00 AM) (Judicial Officer Allf, Nancy)
Opposition to Motion for Summary Judgment; Countermotion for Summary Judgment; and Countermotion for NRCP 56(f) Relief

Result: Denied

04/18/2018 **All Pending Motions** (10:00 AM) (Judicial Officer Allf, Nancy)
Parties Present
Minutes
Result: Matter Heard

04/19/2018 **Recorders Transcript of Hearing**
Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Heard on April 18, 2018

04/23/2018 **Recorders Transcript of Hearing**
Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018

04/26/2018 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated - per Commissioner

04/27/2018 **Amended Notice of Taking Deposition**
Amended Notice of Taking Deposition of Sigmund Rogich

04/27/2018 **Notice of Taking Deposition**
Notice of Taking Deposition of Kenneth Woloson, Esq.

04/27/2018 **Amended Notice of Taking Deposition**
Amended Notice of Taking Deposition of Melissa Olivas

05/01/2018 **Discovery Commissioners Report and Recommendations**
Discovery Commissioners Report and Recommendations

05/02/2018 **Notice of Entry**
Notice of Entry

05/03/2018 **Motion to Continue Trial**
Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time

05/09/2018 **Notice of Taking Deposition**
Amended Notice of Taking Depositions

05/10/2018 **Opposition to Motion**

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
 05/10/2018 **Notice of Taking Deposition**
 Amended Notice of Taking Deposition of Kenneth Woloson, Esq.
 05/10/2018 **Motion in Limine**
 Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member
 05/10/2018 **Motion in Limine**
 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
 05/10/2018 **Motion in Limine**
 Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint
 05/10/2018 **Motion in Limine**
 Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials
 05/11/2018 **Notice of Non Opposition**
 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
 05/11/2018 **Motion in Limine**
 Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial
 05/15/2018 **Reply to Opposition**
 Nanyah Vegas, LLC's Reply in Support of Motion to Continue Trial and to Set Firm Trial Date
 05/17/2018 **Motion to Continue Trial** (9:30 AM) (Judicial Officer Allf, Nancy)
 Nanyah Vegas LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time
Parties Present
Minutes
 Result: Denied
 05/21/2018 **Joinder to Motion in Limine**
 Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial
 05/22/2018 **Order Denying Motion**
 Order Denying Countermotion for Summary Judgment and Denying NRCP 56(f) Relief
 05/22/2018 **Order**
 (A686303) Order Partially Granting Summary Judgment
 05/22/2018 **Notice of Entry of Order**
 Notice of Entry of Orders
 06/01/2018 **Motion for Summary Judgment**
 Defendant Eldorado Hills, LLC's Motion for Summary Judgment
 06/01/2018 **Appendix**
 Appendix of Exhibits to Defendant Eldorado Hills, LLC's Motion for Summary Judgment Volume 1 of 2
 06/01/2018 **Appendix**
 Appendix of Exhibits to Defendant Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2
 06/01/2018 **Motion for Summary Judgment**
 Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment
 06/01/2018 **Appendix**
 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
 06/01/2018 **Appendix**
 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
 06/04/2018 **Order Denying Motion**
 Order Denying Motion to Continue Trial Date and Granting Firm Trial Date Setting
 06/04/2018 **Motion to Reconsider**
 Motion to Reconsider Order Partially Granting Summary Judgment
 06/05/2018 **Motion**
 Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, LLC's Motion For Reconsideration
 06/06/2018 **Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call**
 Order Setting Civil Jury Trial, Pre-Trial/Calendar Call
 06/12/2018 **Notice of Taking Deposition**
 Amended Notice of Taking Deposition of Dolores Eliades
 06/14/2018 **Opposition**
 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
 06/14/2018 **Joinder To Motion**
 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
 06/19/2018 **Motion for Leave to File**
 Motion for Leave to File Nanyah Vegas, LLC's Opposition to Eliades Defendants' Motion for Summary Judgment and Countermotion for Summary Judgment in Excess of Thirty (30) Pages
 06/19/2018 **Opposition and Countermotion**
 Opposition to Eliades Defendants' Motion for Summary Judgment and Countermotion for Summary Judgment
 06/19/2018 **Opposition and Countermotion**
 Opposition to Eldorado Hill's Motion for Summary Judgment and Countermotion for Summary Judgment
 06/21/2018 **Opposition to Motion**
 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
 06/25/2018 **CANCELED Jury Trial** (10:30 AM) (Judicial Officer Allf, Nancy)
 Vacated
 06/25/2018 **Initial Appearance Fee Disclosure**
 Fee Disclosure
 06/25/2018 **Initial Appearance Fee Disclosure**
 Fee Disclosure
 06/25/2018 **Reply to Opposition**
 Reply in Support of Motion to Reconsider Order Partially Granting Summary Judgment

06/25/2018 **Opposition to Motion**
Nanyah Vegas, LLC's Opposition to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitation, LLC's Motion for Reconsideration and Joinder

07/02/2018 **Reply in Support**
Reply in Support of Defendants' Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC Motion for Reconsideration

07/10/2018 **Motion to Reconsider** (3:00 AM) (Judicial Officer Alf, Nancy)
Motion to Reconsider Order Partially Granting Summary Judgment
Result: Denied

07/10/2018 **Motion For Reconsideration** (3:00 AM) (Judicial Officer Alf, Nancy)
Defendants Sigmund Rogich, Individually And As Trustee Of The Rogich Family Irrevocable Trust And Imitations, LLC's Motion For Reconsideration
Result: Denied

07/10/2018 **All Pending Motions** (3:00 AM) (Judicial Officer Alf, Nancy)
Minutes
Result: Minute Order - No Hearing Held

07/13/2018 **Motion to Strike**
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment

07/16/2018 **Receipt of Copy**
Receipt of Copy of Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment

07/16/2018 **Receipt of Copy**
Receipt of Copy of Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment

07/16/2018 **Motion**
Defendants' Motion for Expedited Hearing on Pending Motions in Limine on Order Shortening Time

07/19/2018 **Reply in Support**
Defendant Eldorado Hills, LLC's Reply in Support of Its Motion for Summary Judgment and Opposition to Counter motion for Summary Judgment

07/19/2018 **Reply in Support**
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Counter motion for Summary Judgment

07/20/2018 **Minute Order** (3:00 AM) (Judicial Officer Alf, Nancy)
Minute Order: Motion for Leave to File Nanyah Vegas LLC's Opposition to Eliades Defendant's Motion for Summary Judgment and Counter motion for Summary Judgment in Excess of Thirty (30) Pages set 7/25/2018 GRANTED and VACATED
Minutes
Result: Minute Order - No Hearing Held

07/23/2018 **Opposition to Motion**
Nanyah Vegas, LLC's Opposition to Motion to Strike Untimely Counter motions for Summary Judgment

07/24/2018 **Order**
Order Denying Motion to Reconsider

07/24/2018 **Errata**
Errata to Nanyah Vegas, LLC's Opposition to Motion to Strike Untimely Counter motions for Summary Judgment

07/24/2018 **Reply in Support**
Reply in Support of Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment

07/24/2018 **Opposition to Motion**
Nanyah Vegas, LLC's Limited Opposition to Defendants' Motion for Expedited Hearing on Pending Motions in Limine on Order Shortening Time

07/25/2018 **CANCELED Motion for Leave** (9:00 AM) (Judicial Officer Alf, Nancy)
Vacated
Motion for Leave to File Nanyah Vegas LLC's Opposition to Eliades Defendant's Motion for Summary Judgment and Counter motion for Summary Judgment in Excess of Thirty (30) Pages

07/25/2018 **Reply in Support**
Reply in Support of Defendants' Motion for Expedited Hearing on Pending Motions in Limine

07/26/2018 **Motion for Summary Judgment** (10:30 AM) (Judicial Officer Alf, Nancy)
Defendant Eldorado Hills, LLC's Motion for Summary Judgment
07/05/2018 Reset by Court to 07/26/2018
Result: Denied

07/26/2018 **Motion for Summary Judgment** (10:30 AM) (Judicial Officer Alf, Nancy)
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment
07/05/2018 Reset by Court to 07/26/2018
Result: Granted

07/26/2018 **Opposition and Counter motion** (10:30 AM) (Judicial Officer Alf, Nancy)
Opposition to Eliades Defendants Motion for Summary Judgment and Counter motion for Summary Judgment
Result: Denied

07/26/2018 **Opposition and Counter motion** (10:30 AM) (Judicial Officer Alf, Nancy)
Opposition to Eldorado Hills Motion for Summary Judgment and Counter motion for Summary Judgment.
Result: Denied

07/26/2018 **Motion to Strike** (10:30 AM) (Judicial Officer Alf, Nancy)
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's Motion, on Order Shortening Time, to Strike Nanyah Vegas, LLC's Untimely Counter motions for Summary Judgment
Result: Denied

07/26/2018 **Motion** (10:30 AM) (Judicial Officer Alf, Nancy)
Defendant's Motion for Expedited Hearing on Pending Motion in Limine on order Shortening Time
Result: Granted

07/26/2018 **Notice of Entry of Order**
Notice of Entry of Order Denying Motion for Reconsideration

07/26/2018 **All Pending Motions** (10:30 AM) (Judicial Officer Alf, Nancy)
Parties Present
Minutes
Result: Matter Heard

08/02/2018 **Recorders Transcript of Hearing**
Transcript of Proceedings, Motions, Heard on July 26, 2018

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

Minutes

Result: Decision Made

08/10/2018 **Order**
Order Denying Nanyah Vegas, LLC's Motion for Reconsideration

08/13/2018 **Notice of Entry of Order**
Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion for Reconsideration

08/13/2018 **Order Granting Motion**
Order

08/17/2018 **Motion**
Motion for Rehearing

09/04/2018 **Opposition to Motion**
Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs

09/05/2018 **Errata**
Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs

09/07/2018 **Motion in Limine**
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

09/07/2018 **Motion in Limine**
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

09/07/2018 **Motion in Limine**
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

09/19/2018 **Opposition to Motion**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 3: Defendants Bound by their Answers to Complaint

09/19/2018 **Opposition to Motion**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 4: Yoav Harlap's Personal Financials

09/19/2018 **Opposition to Motion**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 1: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member

09/19/2018 **Opposition to Motion**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 2: NRS 47.240(2) Mandates Finding that Nanyah Vegas, LLC Invested \$1.5 Million into Eldorado Hills, LLC

09/20/2018 **Reply in Support**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Reply in Support of Their Motion for Rehearing

09/24/2018 **Opposition to Motion in Limine**
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

09/24/2018 **Opposition to Motion in Limine**
Nanyah Vegas, LLC's Opposition to 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 Manager

09/24/2018 **Opposition to Motion in Limine**
Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Argument that Eldorado Hills, LLC is Bound by any Contractual Recitals, Statements, or Language

09/26/2018 **Notice of Association of Counsel**
Notice of Association of Counsel

09/27/2018 **Motion** (10:00 AM) (Judicial Officer Alf, Nancy)
Motion for Rehearing

09/20/2018 Reset by Court to 09/27/2018

Result: Decision Made

09/27/2018 **Opposition and Countermotion** (10:00 AM) (Judicial Officer Alf, Nancy)
Nanyah Vegas LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs

09/20/2018 Reset by Court to 09/27/2018

Result: Decision Made

09/27/2018 **Amended Notice**
Amended Notice of Association of Counsel

09/27/2018 **All Pending Motions** (10:00 AM) (Judicial Officer Alf, Nancy)
Parties Present

Minutes

Result: Matter Heard

09/28/2018 **Opposition**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #2 Re: NRS 47.240(2) Mandates Finding that Nanyah Vegas Invested \$1.5 Million into Eldorado Hills, LLC

09/28/2018 **Opposition**
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

09/28/2018 **Non Opposition**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations Notice of Non-Opposition to Nanyah's Motion in Limine #4 Re Yoav Harlap's Personal Financials

09/28/2018 **Opposition**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #1 Re: Eldorado Hills, LLC Bound by Admissions and Statements of its Managing Member

10/02/2018 **Recorders Transcript of Hearing**
Transcript of Proceedings, Motion for Rehearing; Nanyah Vegas LLC's Opposition to Motion for Rehearing and Counter Motion for Award of Fees and Costs, Heard on September 27, 2018

10/03/2018 **Reply in Support**

10/03/2018 **Reply in Support of 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**
Reply in Support
 Reply in Support of 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
 10/03/2018 **Reply in Support**
 Reply in Support of Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC
 10/03/2018 **Reply to Opposition**
 Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member
 10/03/2018 **Reply to Opposition**
 Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #2 re: NRS 47.240(2) Mandates Finding that Nanyah Vegas, LLC Invested \$1.5 Million into Eldorado Hills, LLC
 10/03/2018 **Reply to Opposition**
 Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint
 10/03/2018 **Reply to Opposition**
 Nanyah Vegas, LLC's Reply to Oppositions to Motion in Limine #4 re: Yoav Harlap's Personal Financials
 10/05/2018 **Decision (3:00 AM)** (Judicial Officer Allf, Nancy)
DECISION: MOTION FOR REHEARING; NANYAH VEGAS LLC'S OPPOSITION TO MOTION FOR REHEARING AND COUNTERMOTION FOR AWARD OF FEES AND COSTS
Minutes
 10/09/2018 Reset by Court to 10/05/2018
 Result: Minute Order - No Hearing Held
 10/05/2018 **Order**
 (A686303, A746239) Order: (1) Granting Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment; and (2) Denying Nanyah Vegas, LLC's Countermotion for Summary Judgment
 10/08/2018 **Notice of Entry of Order**
 Notice of Entry of Order
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 Nanyah Vegas, LLC's Motion in Limine #1 re: Eldorado Hills, LLC Bound by Admissions and Statements of Its Managing Member
 10/10/2018 Reset by Court to 10/10/2018
 11/01/2018 Reset by Court to 10/10/2018
 Result: Denied
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 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
 10/10/2018 Reset by Court to 10/10/2018
 11/01/2018 Reset by Court to 10/10/2018
 Result: Denied
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 Nanyah Vegas, LLC's Motion in Limine #3 re: Defendants Bound by Their Answers to Complaint
 10/10/2018 Reset by Court to 10/10/2018
 11/01/2018 Reset by Court to 10/10/2018
 Result: Granted
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 Nanyah Vegas, LLC's Motion in Limine #4 Yoav Harlap's Personal Financials
 06/14/2018 Reset by Court to 06/13/2018
 10/10/2018 Reset by Court to 10/10/2018
 11/01/2018 Reset by Court to 10/10/2018
 Result: Granted in Part
 10/10/2018 **Joinder (10:30 AM)** (Judicial Officer Allf, Nancy)
 Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial
 06/14/2018 Reset by Court to 06/13/2018
 10/10/2018 Reset by Court to 10/10/2018
 11/01/2018 Reset by Court to 10/10/2018
 Result: Matter Heard
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 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
 10/10/2018 Reset by Court to 10/10/2018
 Result: Granted
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 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
 10/10/2018 Reset by Court to 10/10/2018
 Result: Granted
 10/10/2018 **Motion in Limine (10:30 AM)** (Judicial Officer Allf, Nancy)
 Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC
 10/10/2018 Reset by Court to 10/10/2018
 Result: Deferred Ruling
 10/10/2018 **All Pending Motions (10:30 AM)** (Judicial Officer Allf, Nancy)
Parties Present
Minutes

10/11/2018 **Result: Matter Heard**
Memorandum of Costs and Disbursements
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements

10/12/2018 **Pre-Trial Disclosure**
Nanyah Vegas, LLC's Pretrial Disclosures

10/15/2018 **Motion to Retax**
Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike

10/16/2018 **Recorders Transcript of Hearing**
Transcript of Proceedings, All Pending Motions in Limine, Heard on October 10, 2018

10/25/2018 **Motion for Attorney Fees and Costs**
Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs

10/25/2018 **Appendix**
Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs

10/29/2018 **Notice of Department Reassignment**
Notice of Department Reassignment

10/29/2018 **Notice**
Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory

10/31/2018 **Supplement**
Nanyah Vegas, LLC's Supplemental Pretrial Disclosures

10/31/2018 **Objection**
Nanyah Vegas, LLC's Objections to Defendants' Pretrial Disclosures

11/01/2018 **Calendar Call (11:00 AM)** (Judicial Officer Alf, Nancy)
Parties Present
Minutes
06/21/2018 Reset by Court to 11/01/2018

11/01/2018 **Result: Matter Heard**
CANCELED Motion in Limine (11:00 AM) (Judicial Officer Alf, Nancy)
Vacated - per Attorney or Pro Per
Defendants' Motion in Limine to Limit Trial Testimony of Yoav Harlap at Trial
06/14/2018 Reset by Court to 06/13/2018
07/26/2018 Reset by Court to 11/01/2018
07/26/2018 Reset by Court to 07/26/2018
11/01/2018 Reset by Court to 07/26/2018

11/02/2018 **Opposition to Motion**
Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike

11/05/2018 **Telephonic Conference (2:30 PM)** (Judicial Officer Alf, Nancy)
Parties Present
Minutes

11/06/2018 **Result: Matter Heard**
Stipulation and Order
Stipulation and Order to Extend Pre-Trial Memorandum Deadline

11/06/2018 **Order**
Order Regarding Motions in Limine

11/06/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Extend Pre-Trial Memorandum Deadline

11/06/2018 **Notice of Entry of Order**
Notice of Entry of Order Regarding Motions in Limine

11/13/2018 **CANCELED Jury Trial - FIRM (10:00 AM)** (Judicial Officer Alf, Nancy)
Vacated

11/15/2018 **CANCELED Motion to Retax (9:30 AM)** (Judicial Officer Alf, Nancy)
Vacated - per Order
Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike

11/16/2018 **Stipulation and Order**
Stipulation and Order to Continue the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendant Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs Until After the Trial Date

11/20/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Continue the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs Until After the Trial Date

12/05/2018 **CANCELED Motion for Attorney Fees and Costs (9:00 AM)** (Judicial Officer Alf, Nancy)
Vacated - per Order
Defendants Peter Eliades and Teld LLC's Motion for Attorney's Fees and Costs

12/07/2018 **Order Setting Civil Jury Trial and Calendar Call**
Order Re-Setting Civil Jury Trial and Calendar Call

12/19/2018 **Order Setting Civil Jury Trial and Calendar Call**
Order Re-Setting Civil Jury Trial and Calendar Call

12/20/2018 **Stipulation and Order**
Stipulation and Order to Set the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendant Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs

12/21/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Set the Hearings on: (1) Nanyah Vegas, LLC's Motion to Retax and Alternatively Motion to Strike; and (2) Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs

01/25/2019 **Motion for Summary Judgment**
Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment

01/29/2019 **Satisfaction of Judgment**
Satisfaction of Judgment

01/30/2019 **Motion for Summary Judgment**
Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment

01/30/2019 **Initial Appearance Fee Disclosure**

02/06/2019 **Fee Disclosure**
 02/06/2019 **Motion for Relief**
Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)
 02/07/2019 **Order Shortening Time**
Order Shortening Time
 02/08/2019 **Ex Parte Motion**
Ex Parte Motion for an Order Shortening Time on Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)
 02/08/2019 **Notice of Entry of Order**
Notice of Entry of Order
 02/12/2019 **Receipt of Copy**
Receipt of Copy
 02/15/2019 **Opposition to Motion For Summary Judgment**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summay Judgment
 02/15/2019 **Opposition to Motion For Summary Judgment**
Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Counter-motion for NRCP 15 Relief
 02/15/2019 **Opposition to Motion**
Nanyah Vegas LLC's Opposition to Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)
 02/15/2019 **Motion in Limine**
Nanyah Vegas LLC's Motion in Limine #5 re: Parol Evidence Rule
 02/15/2019 **Motion in Limine**
Nanyah Vegas LLC's Motion in Limine #6 re: Date of Discovery
 02/18/2019 **Opposition**
Defendants Sigmund Rogich 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
 02/19/2019 **Certificate of Service**
Certificate of Service
 02/19/2019 **Reply in Support**
Reply in Support of Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)
 02/21/2019 **Motion for Relief (10:00 AM) (Judicial Officer Allf, Nancy)**
Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)
 03/14/2019 *Reset by Court to 02/21/2019*
 Result: Denied
 02/21/2019 **Opposition (10:00 AM) (Judicial Officer Allf, Nancy)**
Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)
 Result: Matter Heard
 02/21/2019 **All Pending Motions (10:00 AM) (Judicial Officer Allf, Nancy)**
Parties Present
Minutes
 Result: Matter Heard
 02/25/2019 **Notice of Change of Firm Name**
Notice of Firm Name Change
 02/25/2019 **Motion in Limine**
Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial
 02/25/2019 **Motion in Limine**
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 to Attempt to Refinance
 02/26/2019 **Motion**
Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment
 02/27/2019 **Motion to Compel**
Motion to Compel Production of Plaintiff's Tax Returns and For Attorneys' Fees on Order Shortening Time
 03/05/2019 **CANCELED Decision (3:00 AM) (Judicial Officer Allf, Nancy)**
Vacated - Duplicate Entry
 03/05/2019 **Decision (3:00 AM) (Judicial Officer Allf, Nancy)**
Decision Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b) and Nanyah Vegas LLC's Opposition to Motion for Relief from the October 5, 2018 Order Pursuant to NRCP 60(b)
Minutes
 Result: Minute Order - No Hearing Held
 03/06/2019 **CANCELED Motion for Summary Judgment (10:00 AM) (Judicial Officer Allf, Nancy)**
Vacated
Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment
 02/27/2019 *Reset by Court to 03/06/2019*
 03/06/2019 **CANCELED Motion for Summary Judgment (10:00 AM) (Judicial Officer Allf, Nancy)**
Vacated
Nanyah Vegas, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment
 03/06/2019 **CANCELED Opposition and Counter-motion (10:00 AM) (Judicial Officer Allf, Nancy)**
Vacated
Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Counter-motion for NRCP 15 Relief
 03/08/2019 **Opposition**
Opposition to Nanyah Vegas, LLC's Motion in Limine #6 RE: Date of Discovery
 03/08/2019 **Opposition**
OPPOSITION TO NANAY VEGAS, LLC'S MOTION IN LIMINE #5 RE; PAROL EVIDENCE RULE
 03/08/2019 **Opposition to Motion in Limine**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 5 Re: Parol Evidence Rule
 03/08/2019 **Opposition to Motion in Limine**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine # 6 Re: Date of Discovery
 03/14/2019 **Clerk's Notice of Hearing**
Notice of Hearing
 03/14/2019 **Reply**
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule

03/14/2019 **Reply**
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery

03/14/2019 **Opposition to Motion to Compel**
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion to Compel

03/15/2019 **Clerk's Notice of Hearing**
Notice of Hearing

03/18/2019 **Reply in Support**
Reply in Support of Motion to Compel Production of Plaintiff's Tax Returns

03/20/2019 **Motion in Limine** (9:00 AM) (Judicial Officer Allf, Nancy)
Nanyah Vegas LLC's Motion in Limine #5 Re: Parole Evidence Rule
Result: Denied

03/20/2019 **Motion in Limine** (9:00 AM) (Judicial Officer Allf, Nancy)
Nanyah Vegas LLC's Motion in Limine #6 Re: Date of Discovery
Result: Denied

03/20/2019 **Motion to Compel** (9:00 AM) (Judicial Officer Allf, Nancy)
Motion for Compel Production of Plaintiffs' Tax Return and for Attorney's Fees and Order Shortening Time
03/08/2019 Reset by Court to 03/20/2019
Result: Granted in Part

03/20/2019 **Opposition to Motion in Limine**
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta

03/20/2019 **Opposition to Motion in Limine**
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's General Ledger and Related Testimony at Trial

03/20/2019 **Opposition to Motion**
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Summary Judgment

03/20/2019 **Opposition**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018 Order Granting Summary Judgment

03/20/2019 **Opposition to Motion**
Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions

03/20/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Allf, Nancy)
Parties Present
Minutes
Result: Matter Heard

03/21/2019 **Errata**
Errata to Rogich Defendants' Opposition to Plaintiff's Motion to Settle Jury Instructions

03/21/2019 **Recorders Transcript of Hearing**
Transcript of Proceedings, Motions, Heard on March 20, 2019

03/22/2019 **Order**
Order Striking Filings

03/22/2019 **Pre-Trial Disclosure**
Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's 2nd Supplemental Pre-Trial Disclosures

03/25/2019 **Motion to Reconsider**
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time

03/26/2019 **Order Denying Motion**
Order Denying The Rogich Defendants' NRCP 60(b) Motion

03/26/2019 **Notice of Entry of Order**
Notice of Entry of Order

03/27/2019 **Reply**
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

03/28/2019 **Reply in Support**
Reply in Support of Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial

03/28/2019 **Reply**
Rogich Defendants' Reply in Support of Motion in Limine Regarding Consulting Fee Admission

04/04/2019 **CANCELED Motion for Summary Judgment** (9:30 AM) (Judicial Officer Bell, Linda Marie)
Vacated
Motion for Leave to File Motion for Summary Judgment and Motion for Summary Judgment
03/20/2019 Reset by Court to 04/04/2019

04/04/2019 **CANCELED Motion to Reconsider** (9:30 AM) (Judicial Officer Bell, Linda Marie)
Vacated - Duplicate Entry
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time

04/04/2019 **Opposition to Motion**
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine # 5: Parol Evidence Rule

04/05/2019 **Opposition**
Opposition to Plaintiff's Motion to Reconsider Order on Motion in Limine #5 Re Parol Evidence Rule on OST

04/05/2019 **Reply to Opposition**
Reply in Support of Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time

04/05/2019 **Objection**
Nanyah Vegas, LLC's Objections to Defendants' Pretrial Disclosures

04/05/2019 **Pre-Trial Disclosure**
Nanyah Vegas, LLC's 2nd Supplemental Pretrial Disclosures

04/05/2019 **Objection**
Objections to Nanyah Vegas, LLC's Pre-Trial Disclosures

04/05/2019 **Objection**
Objections to Eldorado Hills, LLC's Pre-Trial Disclosures

04/08/2019 **Motion to Reconsider** (10:00 AM) (Judicial Officer Allf, Nancy)
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time
04/04/2019 Reset by Court to 04/08/2019
04/18/2019 Reset by Court to 04/04/2019

04/18/2019 *Reset by Court to 04/18/2019*

Result: Denied

04/08/2019 **Motion in Limine** (10:00 AM) (Judicial Officer Alf, Nancy)
Defendants Motion in Limine to Preclude the Altered Eldorado Hills General Ledger and Related Testimony at Trial
04/04/2019 *Reset by Court to 04/08/2019*

Result: Denied Without Prejudice

04/08/2019 **Motion in Limine** (10:00 AM) (Judicial Officer Alf, Nancy)
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 Gobel Inc's Consulting Fee Income o Attempt to Refinance
04/04/2019 *Reset by Court to 04/08/2019*

Result: Denied Without Prejudice

04/08/2019 **Motion** (10:00 AM) (Judicial Officer Alf, Nancy)
Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment
04/04/2019 *Reset by Court to 04/08/2019*

Result: Denied

04/08/2019 **CANCELED Motion** (10:00 AM) (Judicial Officer Alf, Nancy)
Vacated
Defendant Eldorado Hills, LLC's Motion to Extend the Disposition Motion Deadline and Motion for Summary Judgment
04/04/2019 *Reset by Court to 04/08/2019*
04/17/2019 *Reset by Court to 04/04/2019*

04/08/2019 **CANCELED Motion for Summary Judgment** (10:00 AM) (Judicial Officer Alf, Nancy)
Vacated
Nanyah Vegas LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment
04/04/2019 *Reset by Court to 04/08/2019*

04/08/2019 **CANCELED Motion to Reconsider** (10:00 AM) (Judicial Officer Alf, Nancy)
Vacated - Duplicate Entry
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time
04/04/2019 *Reset by Court to 04/08/2019*

04/08/2019 **All Pending Motions** (10:00 AM) (Judicial Officer Alf, Nancy)
Parties Present
Minutes

Result: Matter Heard

04/09/2019 **Order**
Order Granting in Part and Denying in Part Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees

04/09/2019 **Notice of Entry of Order**
Notice of Entry of Order

04/09/2019 **Notice**
Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory

04/09/2019 **Pre-Trial Disclosure**
Defendants 3rd Supplemental Pre-Trial Disclosure Statement

04/09/2019 **Joinder**
Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice on Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-In-Fact Contract Theory

04/09/2019 **Opposition**
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Countermotion for NRCP 15 Relief

04/10/2019 **Order Denying**
Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule

04/10/2019 **Joinder**
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

04/10/2019 **Notice of Entry of Order**
Notice of Entry of Order Denying Nanyah Vegas, LLC's Motion in Limine # 5: Parol Evidence Rule

04/10/2019 **Pre-Trial Disclosure**
Defendants Fourth Supplemental Pre-Trial Disclosure Statement

04/12/2019 **Pre-Trial Disclosure**
Nanyah Vegas, LLC's 3rd Supplemental Pretrial Disclosures

04/15/2019 **Request for Judicial Notice**
Request for Judicial Notice

04/15/2019 **Objection**
Defendant Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 3rd Supplemental Pre-Trial Disclosures

04/15/2019 **Objection**
Defendant Eldorado Hills, LLC's Objections to Defendants Sigmund Rogich, Individually and as Trustee of The Rogich Family Irrevocable Trust, and Imitations, LLC's Third and Fourth Supplemental Pre-Trial Disclosure Statement Pursuant to NRCP 16.1(a)(3)

04/16/2019 **Notice of Compliance**
Nanyah Vegas, LLC's Notice of Compliance With 4-9-19 Order

04/16/2019 **Objection**
Nanyah Vegas, LLC's Supplement to Objections to Defendants' Pretrial Disclosures

04/16/2019 **Pre-trial Memorandum**
Pre-Trial Memorandum

04/16/2019 **Ex Parte Motion**
Nanyah Vegas, LLC'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

04/16/2019 **Pre-trial Memorandum**
Nanyah Vegas, LLC's Pretrial Memorandum

04/16/2019 **Pre-trial Memorandum**
Eldorado Hills, LLC's Pre-Trial Memorandum

04/16/2019 **Errata**
Rogich Defendants' Errata to Pretrial Memorandum

04/17/2019 **Certificate of Service**
Certificate of Service

04/17/2019 **Order Denying Motion**
Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery

04/17/2019 **Notice of Entry of Order**
Notice of Entry of Order

04/17/2019 **Request for Judicial Notice**
Request for Judicial Notice and Application of the Law of the Case Doctrine

04/17/2019 **Trial Subpoena**
Trial Subpoena - Civil (Carlos Huerta)

04/17/2019 **Trial Subpoena**
Trial Subpoena - Civil (Dolores Eliades)

04/17/2019 **Trial Subpoena**
Trial Subpoena - Civil (Craig Dunlap)

04/17/2019 **Trial Subpoena**
Trial Subpoena - Civil (Peter Eliades)

04/18/2019 **Telephonic Conference (4:00 PM)** (Judicial Officer Allf, Nancy)
Parties Present
Minutes
 Result: Matter Heard

04/18/2019 **Opposition to Motion**
Opposition to Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120

04/19/2019 **Objection**
Objection to Nanyah's Request for Judicial Notice and Application of Law of the Case Doctrine

04/19/2019 **Response**
Defendant Eldorado Hills, LLC's Response to Nanyah Vegas, LLC's Request for Judicial Notice and Application of Law of the Case Doctrine

04/21/2019 **Supplemental Brief**
Nanyah Vegas, LLC's Supplement to its Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for the Purposes of NRS 163.120

04/21/2019 **Memorandum of Points and Authorities**
The Rogich Defendants Memorandum of Points and Authorities Regarding Limits of Judicial Discretion to Modify Notice Requirements to Trust Beneficiaries Provided under NRS Chapter 163

04/22/2019 **Jury Trial - FIRM (10:00 AM)** (Judicial Officer Allf, Nancy)

04/23/2019 **Recorders Transcript of Hearing**
Transcript of Proceedings, Jury Trial, Heard on April 22, 2019

04/30/2019 **Order**
(A746239) Order

04/30/2019 **Notice of Entry of Order**
Notice of Entry of Order

05/01/2019 **Order Denying**
Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions

05/01/2019 **Order Denying**
Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule

05/01/2019 **Recorders Transcript of Hearing**
Transcript of Proceedings, Telephonic Conference, Heard on April 18, 2019

05/01/2019 **Notice of Entry of Order**
Notice of Entry of Order

05/01/2019 **Notice of Entry of Order**
Notice of Entry of Order

05/06/2019 **Order**
Order Denying the Rogich Defendants' Motions in Limine

05/06/2019 **Memorandum of Costs and Disbursements**
Defendant the Rogich Family Irrevocable Trust's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110

05/07/2019 **Notice of Entry of Order**
Notice of Entry of Order Denying The Rogich Defendants' Motions in Limine

06/13/2019 **Motion to Retax (9:30 AM)** (Judicial Officer Allf, Nancy)
Motion to Retax and Alternatively Motion to Strike

06/13/2019 **Motion for Attorney Fees and Costs (9:30 AM)** (Judicial Officer Allf, Nancy)

FINANCIAL INFORMATION

	Consolidated Case Party Eliades, Peter			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 05/10/2019			0.00
03/06/2018	Transaction Assessment			200.00
03/06/2018	Efile Payment	Receipt # 2018-15968-CCCLK	Eliades, Peter	(200.00)
06/04/2018	Transaction Assessment			200.00
06/04/2018	Efile Payment	Receipt # 2018-37189-CCCLK	Eliades, Peter	(200.00)
	Consolidated Case Party Sigmund Rogich			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 05/10/2019			0.00
02/23/2018	Transaction Assessment			200.00
02/23/2018	Efile Payment	Receipt # 2018-13678-CCCLK	Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC	(200.00)

03/08/2018	Transaction Assessment			200.00
03/08/2018	Efile Payment	Receipt # 2018-16795-CCCLK	Sigmund Rogich as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC	(200.00)
	Consolidated Case Party TELD, LLC			
	Total Financial Assessment			3.50
	Total Payments and Credits			3.50
	Balance Due as of 05/10/2019			0.00
04/26/2017	Transaction Assessment			3.50
04/26/2017	Efile Payment	Receipt # 2017-38879-CCCLK	TELD, LLC	(3.50)
	Counter Claimant Eldorado Hills LLC			
	Total Financial Assessment			1,030.00
	Total Payments and Credits			1,030.00
	Balance Due as of 05/10/2019			0.00
09/12/2013	Transaction Assessment			223.00
09/12/2013	Efile Payment	Receipt # 2013-111104-CCCLK	Eldorado Hills LLC	(223.00)
07/25/2014	Transaction Assessment			200.00
07/25/2014	Efile Payment	Receipt # 2014-85677-CCCLK	Eldorado Hills LLC	(200.00)
04/29/2016	Transaction Assessment			3.50
04/29/2016	Efile Payment	Receipt # 2016-41812-CCCLK	Eldorado Hills LLC	(3.50)
08/24/2016	Transaction Assessment			3.50
08/24/2016	Efile Payment	Receipt # 2016-81933-CCCLK	Eldorado Hills LLC	(3.50)
08/04/2018	Transaction Assessment			200.00
08/04/2018	Efile Payment	Receipt # 2018-37183-CCCLK	Eldorado Hills LLC	(200.00)
01/28/2019	Transaction Assessment			200.00
01/28/2019	Efile Payment	Receipt # 2019-05587-CCCLK	Eldorado Hills LLC	(200.00)
03/13/2019	Transaction Assessment			200.00
03/13/2019	Efile Payment	Receipt # 2019-16077-CCCLK	Eldorado Hills LLC	(200.00)
	Counter Defendant Alexander Christopher Trust			
	Total Financial Assessment			33.50
	Total Payments and Credits			33.50
	Balance Due as of 05/10/2019			0.00
08/01/2013	Transaction Assessment			30.00
08/01/2013	Efile Payment	Receipt # 2013-93387-CCCLK	Alexander Christopher Trust	(30.00)
04/28/2016	Transaction Assessment			3.50
04/28/2016	Efile Payment	Receipt # 2016-41498-CCCLK	Alexander Christopher Trust	(3.50)
	Defendant Rogich, Sig			
	Total Financial Assessment			476.00
	Total Payments and Credits			476.00
	Balance Due as of 05/10/2019			0.00
09/12/2013	Transaction Assessment			30.00
09/12/2013	Efile Payment	Receipt # 2013-111105-CCCLK	Rogich, Sig	(30.00)
08/11/2014	Transaction Assessment			200.00
08/11/2014	Efile Payment	Receipt # 2014-92154-CCCLK	Rogich, Sig	(200.00)
02/10/2015	Transaction Assessment			3.50
02/10/2015	Efile Payment	Receipt # 2015-14232-CCCLK	Rogich, Sig	(3.50)
02/11/2015	Transaction Assessment			3.50
02/11/2015	Efile Payment	Receipt # 2015-14347-CCCLK	Rogich, Sig	(3.50)
02/23/2015	Transaction Assessment			3.50
02/23/2015	Efile Payment	Receipt # 2015-18818-CCCLK	Rogich, Sig	(3.50)
02/24/2015	Transaction Assessment			3.00
02/24/2015	Payment (Window)	Receipt # 2015-19031-CCCLK	American Legal Investigation	(3.00)
02/24/2015	Transaction Assessment			3.50
02/24/2015	Efile Payment	Receipt # 2015-19063-CCCLK	Rogich, Sig	(3.50)
03/07/2016	Transaction Assessment			3.50
03/07/2016	Efile Payment	Receipt # 2016-23304-CCCLK	Rogich, Sig	(3.50)
03/15/2016	Transaction Assessment			3.50
03/15/2016	Efile Payment	Receipt # 2016-25977-CCCLK	Rogich, Sig	(3.50)
07/28/2016	Transaction Assessment			3.50
07/28/2016	Efile Payment	Receipt # 2016-72633-CCCLK	Rogich, Sig	(3.50)
07/29/2016	Transaction Assessment			3.50
07/29/2016	Efile Payment	Receipt # 2016-72696-CCCLK	Rogich, Sig	(3.50)
08/30/2016	Transaction Assessment			3.50
08/30/2016	Efile Payment	Receipt # 2016-83980-CCCLK	Rogich, Sig	(3.50)
02/21/2017	Transaction Assessment			5.00
02/21/2017	Payment (Window)	Receipt # 2017-16998-CCCLK	American Legal Investigation	(5.00)
02/22/2017	Transaction Assessment			3.50
02/22/2017	Efile Payment	Receipt # 2017-17549-CCCLK	Rogich, Sig	(3.50)
02/23/2017	Transaction Assessment			3.00

02/23/2017	Payment (Window)	Receipt # 2017-17950-CCCLK	American Legal Investigation Services Nevada, Inc	(3.00)
02/19/2019	Transaction Assessment			200.00
02/19/2019	Efile Payment	Receipt # 2019-10796-CCCLK	Rogich, Sig	(200.00)

Plaintiff Huerta, Carlos A				
Total Financial Assessment				718.00
Total Payments and Credits				718.00
Balance Due as of 05/10/2019				0.00

08/01/2013	Transaction Assessment			270.00
08/01/2013	Efile Payment	Receipt # 2013-93386-CCCLK	Huerta, Carlos	(270.00)
08/14/2014	Transaction Assessment			200.00
08/14/2014	Efile Payment	Receipt # 2014-93838-CCCLK	Huerta, Carlos	(200.00)
08/26/2014	Transaction Assessment			200.00
08/26/2014	Efile Payment	Receipt # 2014-98219-CCCLK	Huerta, Carlos	(200.00)
03/13/2015	Transaction Assessment			24.00
03/13/2015	Efile Payment	Receipt # 2015-26335-CCCLK	Huerta, Carlos	(24.00)
05/25/2016	Transaction Assessment			24.00
05/25/2016	Efile Payment	Receipt # 2016-50882-CCCLK	Huerta, Carlos	(24.00)

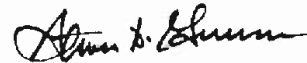
Plaintiff Nanyah Vegas LLC				
Total Financial Assessment				1,054.00
Total Payments and Credits				1,054.00
Balance Due as of 05/10/2019				0.00

08/01/2013	Transaction Assessment			30.00
08/01/2013	Efile Payment	Receipt # 2013-93389-CCCLK	Nanyah Vegas LLC	(30.00)
11/03/2014	Transaction Assessment			24.00
11/03/2014	Efile Payment	Receipt # 2014-123797-CCCLK	Nanyah Vegas LLC	(24.00)
03/20/2018	Transaction Assessment			200.00
03/20/2018	Efile Payment	Receipt # 2018-19700-CCCLK	Nanyah Vegas LLC	(200.00)
06/25/2018	Transaction Assessment			200.00
06/25/2018	Efile Payment	Receipt # 2018-42217-CCCLK	Nanyah Vegas LLC	(200.00)
06/25/2018	Transaction Assessment			200.00
06/25/2018	Efile Payment	Receipt # 2018-42220-CCCLK	Nanyah Vegas LLC	(200.00)
01/31/2019	Transaction Assessment			200.00
01/31/2019	Efile Payment	Receipt # 2019-06556-CCCLK	Nanyah Vegas LLC	(200.00)
03/14/2019	Transaction Assessment			200.00
03/14/2019	Efile Payment	Receipt # 2019-16182-CCCLK	Nanyah Vegas LLC	(200.00)

Plaintiff Ray, Robert				
Total Financial Assessment				30.00
Total Payments and Credits				30.00
Balance Due as of 05/10/2019				0.00

08/01/2013	Transaction Assessment			30.00
08/01/2013	Efile Payment	Receipt # 2013-93388-CCCLK	Ray, Robert	(30.00)

EXHIBIT 3



CLERK OF THE COURT

ACOM

Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

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.

Case No.: A-13-686303-C

Dept. No.: XXVII

FIRST AMENDED COMPLAINT

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.
of McDONALD LAW OFFICES, PLLC and for their causes of action, alleges as follows:

PARTIES

1. Plaintiff, CARLOS HUERTA (hereinafter referred to as "Huerta"), is now, and was at
all times relevant hereto, a resident of Clark County, Nevada.

2. Plaintiff, CARLOS A. HUERTA as Trustee of THE ALEXANDER CHRISTOPHER

1 TRUST as assignee of interests of GO GLOBAL, INC. (hereinafter referred to as "Go Global"), is now,
2 and was at all times relevant hereto, a Nevada corporation doing business in Clark County, Nevada.

3 3. Plaintiff, NANYAH VEGAS, LLC (hereinafter referred to as "Nanyah"), is now, and
4 was at all times relevant hereto, a Nevada limited liability company doing business in Clark County,
5 Nevada.

6 4. Defendant, SIGMUND ROGICH (hereinafter referred to as "Rogich"), is now, and was
7 at all times relevant hereto, the Trustee of The Rogich Family Irrevocable Trust doing business in Clark
8 County, Nevada.
9

10 5. Defendant, ELDORADO HILLS, LLC (hereinafter referred to as "Eldorado"), is now,
11 and was at all times relevant hereto, a Nevada limited liability company doing business in Clark
12 County, Nevada.

13 6. The true names and capacities of the Defendants named herein as DOES I-X, inclusive,
14 whether individual, corporate, associate or otherwise, are presently unknown to Plaintiff who therefore
15 sues the said Defendants by such fictitious names; and when the true names and capacities of DOES I-
16 X inclusive are discovered, the Plaintiff will ask leave to amend this Complaint to substitute the true
17 names of the said Defendants. The Plaintiff is informed, believes and therefore alleges that the
18 Defendants so designated herein are responsible in some manner for the events and occurrences
19 contained in this action.
20

21 **JURISDICTION**

22 7. That the facts surrounding this matter occurred in Clark County, Nevada, the parties
23 reside and/or conduct business in Clark County; thus jurisdiction of this Court is proper.
24

25 8. Additionally this matter relates to an interest/investment conveyed in a Nevada limited
26 liability company, Eldorado, which principal asset is real property located in Clark County, Nevada.
27

GENERAL ALLEGATIONS

A. Factual Allegations Regarding Huerta, Go Global, Rogich and Eldorado Hills

9. On or about October 2008, Huerta, Go Global and Rogich owned 100% of the membership interests of Eldorado.

10. On or about October 30, 2008 Huerta, Go Global and Rogich entered into an agreement whereby the 35% interest of Huerta and Global would be purchased by Rogich for \$2,747,729.50. (See Purchase Agreement, referred to as the "Agreement", attached herein as Exhibit 1)

11. Pursuant to the Agreement the \$2,747,729.50 (the "debt") would be paid from "future distributions or proceeds received by Buyer from Eldorado. (Id. at Exhibit 1, Section 2(a))

12. Upon information and belief, sometime in 2012, Rogich conveyed his membership interest in Eldorado to TELD, LLC, a Nevada limited liability company. Rogich failed to inform Huerta and Go Global of his intentions to transfer all the acquired membership interest in Eldorado to TELD, LLC and was only informed after the transfer had in fact occurred.

13. That by conveying the membership interest to TELD, Rogich breached the Agreement and also made it impossible for Huerta and Go Global to receive their rightful return of the debt. Additionally, Eldorado received the benefit of the debt, which formerly represented the membership capital account of Huerta and Go Global, as they were enabled to use those capital funds for their own benefit, without providing any benefit to Huerta and Go Global.

B. Factual Allegations Regarding Nanyah and Eldorado Hills

14. At the request of Sigmund Rogich, Huerta sought other investors on behalf of Eldorado.

15. Subsequently and in the years 2006 and 2007, Plaintiffs, Robert Ray and Nanyah collectively invested \$1,783,561.60 (with Nanyah's portion being \$1,500,000), collectively, in Eldorado, and were entitled to their respective membership interests.

1 16. At the time of the sale of Huerta and Go Global's interest in Eldorado on October 30,
2 2008, Rogich was expressly made aware of the claims of Ray and Nanyah, and that they had invested
3 in Eldorado.

4 17. While Ray's interests in Eldorado are believed to have been preserved, despite contrary
5 representation by Sigmund Rogich. Nanyah never received an interest in Eldorado while Eldorado
6 retained the \$1,500,000.

7 18. That Nanyah is entitled to the return of the \$1,500,00 from Eldorado.

8 19. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
9 amount in excess of \$10,000.
10

11 **FIRST CLAIM FOR RELIEF**

12 **(Breach of Express Contract - As Alleged by Huerta and Go Global Against Rogich)**

13 20. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
14 set forth herein.

15 21. That on October 30, 2008 parties entered the Agreement regarding the sale of Huerta
16 and Go Global's interest in Eldorado with Rogich. Pursuant to the Agreement, Huerta and Go Global
17 would be repaid the debt. (Id. at Exhibit 1)

18 22. Plaintiffs have complied with all conditions precedent and fulfilled their duties under the
19 Agreement.
20

21 23. That Defendant Rogich materially breached the terms of the Agreement when he agreed
22 to remit payment from any profits paid from Eldorado, yet transferred his interest in Eldorado for no
23 consideration to TEDL, LLC. This had the net effect of allowing Rogich to keep Huerta's
24 \$2,747,729.50 in capital, and not repay that same amount which had converted to a non-interest bearing
25 debt.
26
27
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1 24. Huerta and Go Global reasonably relied on the representations of the Defendant, Rogich
2 in that they would honor the terms of the Agreement, all to their detriment.

3 25. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
4 amount in excess of \$10,000.

5 26. It has become necessary for Huerta and Go Global to engage the services of an attorney
6 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
7 pursuant to the Agreement.
8

9 **SECOND CLAIM FOR RELIEF**

10 **(Breach of Covenant of Good Faith and Fair Dealing - As Alleged by Huerta and Go Global**
11 **Against Rogich)**

12 27. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
13 set forth herein.

14 28. That the parties herein agreed to uphold certain obligations pursuant to their Agreement;
15 specifically, Defendant agreed to reasonably uphold the terms the Agreement by remitting the requisite
16 payments required and reasonably maintaining the membership interest to consummate the terms of the
17 Agreement.
18

19 29. Rogich never provided verbal or written notice of his intentions to transfer the interests
20 held in Eldorado, and this fact was not discovered until other parties filed suit against Eldorado and
21 Rogich for other similar conduct.

22 30. That in every agreement there exists a covenant of good faith and fair dealing.

23 31. That each party agreed to uphold the terms of the Agreement upon execution of the
24 Agreement and as a result agreed to perform certain duties.

25 32. That Defendant, Rogich has failed to maintain the obligations which he agreed upon as
26 memorialized herein and in the Agreement as described herein and thereby failed to act in good faith
27

1 and has also failed to deal fairly in regards to upholding his defined duties under the Agreement.

2 33. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
3 amount in excess of \$10,000.

4 34. It has become necessary for Huerta and Go Global to engage the services of an attorney
5 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages
6 pursuant to the Agreement.

7 **THIRD CLAIM FOR RELIEF**

8 **(Negligent Misrepresentation - As Alleged by Huerta and Go Global Against Rogich)**

9
10 35. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
11 set forth herein.

12 36. That Huerta and Go Global had an interest in Eldorado that was purchased by Rogich.

13 37. Rogich represented at the time of the Agreement that he would remit payment to Huerta
14 and Go Global as required, yet knew or reasonably intended to transfer the acquired interest to TELD,
15 LLC; and furthermore knew that the representations made by him in the Agreement were in fact false
16 with regard to tendering repayment or reasonably preserving the acquired interest so he could repay the
17 debt in the future.

18
19 38. That these representations were made knowingly, willfully and with the intention that
20 Huerta and Go Global would be induced to act accordingly and execute the Agreement.

21 39. Huerta and Go Global reasonably and justifiably relied on the representations of Rogich
22 all to their detriment.

23
24 40. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
25 amount in excess of \$10,000.

26 41. It has become necessary for Huerta and Go Global to engage the services of an attorney
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28

1 to commence this action and is, therefore, entitled to reasonable attorney's fees and costs as damages.

2 **FOURTH CLAIM FOR RELIEF**

3 **(Unjust Enrichment - As Alleged by Nanyah Against Eldorado)**

4 44. Plaintiffs repeat and reallege each and every allegation contained above, as though fully
5 set forth herein.

6 45. That Nanyah intended to invest \$1,500,000 into Eldorado as a capital investment for the
7 benefit of that company, which represented a benefit to Eldorado.

8 46. Eldorado accepted the benefit of the monies provided by Nanyah.

9 47. That Rogich represented on or about October, 2008, that Nanyah's interest in the
10 company would be purchased.

11 48. Unknown to Nanyah, Rogich and Eldorado decided afterwards that they were not going
12 to repay Nanyah or buy out their equity interest. However during this same time other persons who
13 held an equity interest were repaid, such as Eric Reitz.

14 49. Therefore Eldorado sometime following October 2008 made a decision to decline to
15 repay or purchase Nanyah supposed interest and has to the present kept their \$1,500,000. That Nanyah
16 believed during same time that they had an equity interest in Eldorado, and it was not until sometime in
17 2012 when Rogich represented that he had no interest in Eldorado and testified that TELD, LLC was
18 the 100% interest holder in Eldorado; that Nanyah reasonably believed that they were not going to
19 receive any benefit for the \$1,500,000.

20 50. That Eldorado has been unjustly enriched in the amount of \$1,500,000.

21 51. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an
22 amount in excess of \$10,000.

23 52. It has become necessary for Nanyah to engage the services of an attorney to commence
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1 this action and are, therefore, entitled to reasonable attorney's fees and costs as damages.

2 WHEREFORE Plaintiffs pray for judgment against Defendant(s), and each of them, as follows:

3 1. For compensatory damages in an amount in excess of \$10,000.00 subject to proof at
4 time of trial;

5 2. For prejudgment interest;

6 3. For reasonable attorney's fees and costs incurred herein; and

7 4. For such other and further relief as the court deems just and proper.

8 Dated this 21st day of October, 2013.

9
10 McDONALD LAW OFFICES, PLLC

11
12 By: /s/ Brandon B. McDonald, Esq.
13 Brandon B. McDonald, Esq.
14 Nevada Bar No.: 11206
2505 Anthem Village Drive, Ste. E-474
15 Henderson, NV 89052
Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 21st day of October, 2013, service of the foregoing **FIRST AMENDED COMPLAINT** was made by depositing a true and correct copy of the same for regular mailing at Las Vegas, Nevada, first class postage fully prepaid, addressed to:

Samuel S. Lionel, Esq.
Steven C. Anderson, Esq.
LIONEL SAWYER & COLLINS
300 South Fourth Street, 17th Floor
Las Vegas, NV 89101
Attorneys for Defendant/Counterclaimant,
Eldorado Hills, LLC and Sig Rogich

/s/ Eric Tucker
An employee of McDonald Law Offices, PLLC

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EXHIBIT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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:

CH SR

1. Sale and Transfer of Membership 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 set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

S.R. (P)

Company and its members, managers and officers from any and all liability to each Seller of whatever kind or nature, including without limitation any claims for debt or equity repayment (except to the extent of the Consideration referenced in Section 2 above) or for remuneration relative to past services as an officer, manager, employee, consultant or otherwise.

4. Representations of Seller. Subject to any potential claims of the Potential Claimants, Seller represents and warrants that (i) Seller is the owner, beneficially and of record, of the Membership Interest as described in Recital A above, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, which ownership interest is not evidenced by a written Membership Certificate, (ii) all of the Membership Interest is validly issued in the name of Seller, fully paid and non-assessable, (iii) Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person or governmental authority, (iv) Seller has been offered complete and unhindered access to all financial records, business records, and business operations of the Company, (v) the decision to sell the Membership Interest on the terms and conditions of this Agreement were negotiated by the parties upon consideration of the concurrent transactions to be entered into among Buyer, Company and two new investors (referenced below in this Section 4) and Seller has been provided all information necessary to make an informed decision regarding the acceptance of the terms hereunder and has sought the advice of such counsel or investment advisors as Seller deemed appropriate, or elected not to do so and (vi) except as otherwise provided in this Agreement, Seller is not relying upon any representations made by Buyer or Company in entering the transaction contemplated hereby. Each Seller further represents and warrants being familiar with the concurrent transactions between each of the Company and Buyer, respectively, with each of TELD, LLC and Albert E. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

the current facts and circumstances giving rise to this Purchase Agreement and those concurrent transactions. Seller further represents and warrants the accuracy of the list (and dollar amounts) of Potential Claimants set forth in Exhibit "A" and agrees to indemnify and hold Buyer harmless from and against any additional claims, over-and-above the listed dollar amounts in Exhibit A and with respect to said claimants or respect to any other claimants (including without limitation Craig Dunlap and Eric Rietz), unless the claims of such other claimants asserts unilateral agreements with Buyer. The representations, warranties and covenants of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect. Seller, however, will not be responsible to pay the Exhibit A Claimants their percentage or debt. This will be Buyer's obligation, moving forward and Buyer will also make sure that any ongoing company bills (utilities, security, and expenses attributed to maintaining the property) will not be Seller's obligation(s) from the date of closing, with Pete and Al, onward.

5. Further Assurances and Covenants.

(a) Each of the parties hereto shall, upon reasonable request, execute and deliver any additional document(s) and/or instrument(s) and take any and all actions that are deemed reasonably necessary or desirable by the requesting party to consummate the transaction contemplated hereby.

(b) Go Global and Carlos shall deliver all books and records (including checks and any other material of Company) to Buyer promptly after Closing.

6. Closing. The Closing ("Closing") of the transactions hereunder shall be consummated upon the execution of this Agreement and:

(a) The delivery by Seller to Buyer of the Assignment in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

Off S.R.

(b) The delivery to said Seller by Buyer of the Consideration set forth hereunder.

(c) Closing shall take place effective the ____ day of October, 2008, or at such other time as the parties may agree.

(d) Seller and Buyer further represent and warrant that the representations, and indemnification and payment obligations made in this Agreement shall survive Closing.

7. 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 services or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: The Rogich Family Irrevocable Trust
3883 Howard Hughes Pkwy., #590
Las Vegas, NV 89169

If to Seller: Go Global, Inc.
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Carlos Huerta
3060 E. Post Road, #110
Las Vegas, Nevada 89120

Any party hereto may change his or 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.

CV

(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 to 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 to which it may be entitled.

(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 inclusion unius exclusio alterius shall not be applied in interpreting this Agreement.

(f) **Entire Agreement.** This Agreement sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or

CH J.R.

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 multiple counterparts, including facsimile counterparts, which together shall constitute one and the same document.

(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, claim, dispute or interpretations which are in any way related to the Agreement that are not settled informally in mediation shall be resolved by arbitration, if both Buyer and Seller choose this option, administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of and shall be final and binding on all the parties. However, if both Buyer and Seller do not mutually choose to proceed with arbitration, then the traditional legal process will be the only alternative for the parties to pursue if mediation is ineffective. In the event of any controversy, claim, dispute or interpretation, the following procedures shall be employed:

(1) If the dispute cannot be settled informally through negotiations, the parties first agree, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration or some other dispute resolution procedure. The mediation shall take place in Las Vegas, Nevada within sixty (60) days of initiating the mediation.

(2) At any time after the mediation, any party shall offer a request for Arbitration in writing on the other party(ies) to this Agreement and a copy of the request shall be sent to the American Arbitration Association.

(3) The party upon whom the request is served shall file a response within thirty (30) days from the service of the request for Arbitration. The response shall be served upon the other party(ies) and a copy sent to the American Arbitration Association.

(4) If both parties agree to Arbitration, then within ten (10) days after the

04 J.R.

American Arbitration Association sends the list of proposed arbitrators, all parties to the arbitration shall select their arbitrator and communicate their selection to the American Arbitration Association.-

(5) Unless otherwise agreed in writing by all parties, the arbitration shall be held in Las Vegas, Nevada. The arbitration hearing shall be held within ninety 90 days after the appointment of the arbitrator if and when both Buyer and Seller are both in agreement with regard to Arbitration.

(6) The arbitrator is authorized to award to any party whose claims are sustained, such sums or other relief as the arbitrator shall deem proper and such award may include reasonable attorney's fees, professional fees and other costs expended to the prevailing party(ies) as determined by the arbitrator.

(n) Time of Essence. Time is of the essence of this Agreement and all of its provisions.

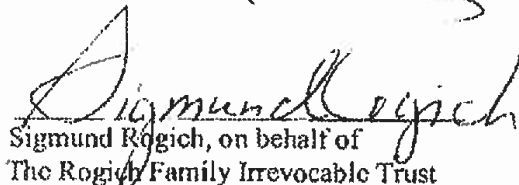
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"SELLER"



Carlos Huerta, on behalf of Go Global, Inc.

"BUYER"



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

1.	Eddyline Investments, LLC (potential investor or debtor)	\$50,000.00
2.	Ray Family Trust (potential investor or debtor)	\$283,561.60
3.	Nanyah Vegas, LLC (through Canamex Nevada, LLC)	\$1,500,000.00
4.	Antonio Nevada, LLC/Jacob Feingold	\$3,360,000.00

4


EXHIBIT "B"

Assignment

ASSIGNMENT

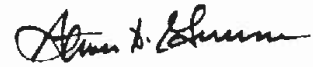
FOR VALUE RECEIVED, each of the undersigned hereby assigns and transfers unto The Rogich Family Irrevocable Trust ("Buyer"), all of the right, title and interest, if any, which the undersigned owns in and to Eldorado Hills, LLC, a Nevada limited-liability company (the "Company") and do hereby irrevocably constitute and appoint any individual designated by any officer or manager of the Company as attorney to each of the undersigned to transfer said interest(s) on the books of the Company, with full power of substitution in the premises.

DATED as of the 30 day of October, 2008.



Carlos Huerta, individually and on behalf of Go Global, Inc. as to any interest of either of them in and to the Company

EXHIBIT 4



CLERK OF THE COURT

1 **ORD**
2 Samuel S. Lionel, NV Bar No. 1766
3 *slionel@lionelsawyer.com*
4 LIONEL SAWYER & COLLINS
5 300 South Fourth Street, 17th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 383-8884
8 Fax: (702) 383-8845
9 *Attorneys for Defendant*

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

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

16 Plaintiffs,

17 v.

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

23 Defendants.

24 AND RELATED CLAIMS

Case No. A-13-686303-C

Dept. XXVII

**ORDER GRANTING PARTIAL
SUMMARY JUDGMENT**

25 **ORDER GRANTING PARTIAL SUMMARY JUDGMENT**

I.

UNDISPUTED MATERIAL FACTS

1. In March 2010, Carlos Huerta, Christine H. Huerta (collectively "Huerta") and Go Global, Inc. ("Go Global") filed voluntary Bankruptcy Petitions in the United States Bankruptcy Court for the District of Nevada ("the Huerta Bankruptcy").
2. On July 22, 2013, an Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christine Huerta was duly entered in the Huerta Bankruptcy.
3. On November 7, 2012, Huerta and Go Global wrote The Rogich Family Irrevocable Trust ("Rogich Trust") claiming that because the Rogich Trust had transferred its membership interest in Eldorado Hills, LLC, it was in breach of the Purchase Agreement between the parties and offered mediation, the Purchase Agreement prerequisite to litigation.
4. On April 4, 2011, Huerta and Go Global filed a Joint Disclosure Statement in the Huerta Bankruptcy. The statement did not identify or mention the Purchase Agreement or the Rogich Trust.
5. Huerta and Go Global filed Amended Disclosure Statements on January 17, 2013, March 8, 2013 and April 8, 2013. None of those statements identify or mention the Purchase Agreement, any relationship between Huerta, Go Global and the Rogich Trust, any receivable or other indebtedness of the Rogich Trust, any liquidation analysis identifying or identifying a possible claim against the Rogich Trust. The Huerta and Go Global Plan also does not identify or mention any such information.
6. Disclosure Statements inform creditors how they will be paid and are used by creditors to determine whether or not to accept a Plan of Reorganization. The creditors of Huerta and Go Global were never informed there was a receivable from the Rogich Trust to be collected.

1 7. On November 7, 2012, when Huerta and Go Global sent their letter to the Rogich Trust,
2 Huerta and Go Global were aware that they had a claim against the Rogich Trust.

3 8. On June 18, 2013, Carlos Huerta filed a Declaration, under oath that stated in paragraph 4
4 thereof:

5 "In connection with confirmation of the Plan, I reviewed the Plan (as amended),
6 Disclosure Statement (as amended) and all related exhibits thereto. The statements in those
7 documents are true and accurate..." *N/A THIS Declaration allowed Huerta & Go Global to confirm a Ch. 11 Plan 7/22/13*

8 10. On July 30, 2013, Huerta and Go Global assigned to the Alexander Christopher Trust "all
9 money, assets or compensation remaining to be paid pursuant to the Purchase Agreement
10 or from any act of recovery seeking to enforce the obligations of the parties thereto.
11 Carlos Huerta and Christine Huerta are the grantors of said Trust and Carlos Huerta is
12 the Trustee of said Trust.

13 11. On July 31, 2013, Carlos Huerta individually and as Trustee of said Trust filed this action
14 against The Rogich Trust to recover the sum of \$2,747,729.50 allegedly due under the
15 Purchase Agreement.

16 **LEGAL DETERMINATION**

17 1. On November 7, 2012, Huerta and Go Global were aware that they had a claim against
18 the Rogich Trust.

19 2. The said claim was not disclosed in Huerta's and Go Global's First Amended, Second
20 Amended or Third Amended Disclosure Statements.

21 3. The said claim was not disclosed in Huerta's and Go Global's Plan or their first, second or
22 third Amendments to the Plan.

23 WHEREFORE IT IS ORDERED that The Rogich Family Irrevocable Trust's Motion for
24 Partial Summary Judgment be, and is hereby granted and the First, Second and Third claims for
25 relief of Carlos A. Huerta, individually and as Trustee of the Alexander Christopher Trust are
26 dismissed.

27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.

3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this 3 day of ^{November} October, 2014.

8 Nancy L. Allen
9 DISTRICT COURT JUDGE

10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: [Signature]
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
17 Attorneys for Defendant

18 APPROVED
19 McDonald Law Offices, PLC

20 By: _____
21 Brandon McDonald
22 2505 Anthem Village Dr., Suite E-474
23 Henderson, NV 89052
24 Attorney for Plaintiffs
25
26
27

1 AND WHEREAS on October 1, 2014, an Order Granting Partial Summary Judgment
2 dismissing Plaintiff Nanyah Vegas', LLC's Fourth claim for relief was duly entered.


3 AND WHEREAS all claims for relief alleged in the Amended Complaint have been
4 dismissed.

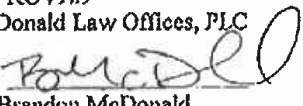
5 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Amended Complaint
6 herein, be, and it is, hereby dismissed.

7 DATED this ____ day of October, 2014.

8
9 DISTRICT COURT JUDGE

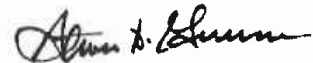
10
11 SUBMITTED:
12 LIONEL SAWYER & COLLINS

13 By: 
14 Samuel S. Lionel
15 300 S. Fourth Street, #1700
16 Las Vegas, NV 89101
Attorneys for Defendant

17 APPROVED
18 McDonald Law Offices, PLC
19 By: 
20 Brandon McDonald
21 2505 Anthem Village Dr., Suite 11-474
22 Henderson, NV 89052
Attorney for Plaintiffs

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25
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27
LIONEL SAWYER
& COLLINS
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LAS VEGAS,
NEVADA 89101
(702) 551-8824

EXHIBIT 5



CLERK OF THE COURT

COMP

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A Professional Corporation
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Reno, Nevada 89503
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Attorneys for Nanyah Vegas, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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-16-746239-C

DEPT. NO.: TTT

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.* ¶7(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 Eliadas 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 Eliadas 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 **FIRST CLAIM FOR RELIEF**
6 **(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.

1 98. The defendants' acts intended to and did accomplish the wrongful
2 objective in deceiving and depriving Nanyah of its expectations and financial benefits in
3 investing in Eldorado's ownership and development of the Property.

4 99. Nanyah has sustained damages in excess of Ten Thousand Dollars
5 (\$10,000.00) as a result of these defendants' actions and it is entitled to recover its
6 reasonable and necessary attorney's fees and costs incurred in this action.

7
8 **THIRD CLAIM FOR RELIEF**
9 **(Breach of the Implied Covenant of Good Faith and Fair Dealing, Tortious-Rogich**
 Trust, Sigmund Rogich, Teld, Peter Eliades)

10 100. Nanyah incorporates all prior allegations as if fully set forth herein.

11 101. Rogich Trust, Sigmund Rogich, Teld and Peter Eliades all entered into the
12 Purchase Agreement, the Membership Agreements and the Amended and Restated
13 Operating Agreement, which agreements all specifically identified Nanyah as a third-
14 party beneficiary of each agreement.

15 102. These defendants owed Nanyah a duty of good faith and fair dealing
16 arising from these contracts.

17 103. These defendants shared a special, fiduciary and/or confidential
18 relationship with Nanyah.

19 104. Nanyah did repose in these defendants a special confidence with respect
20 to the transactions involving its investment in Eldorado and defendants were obligated
21 to honor the special confidence and confidentiality with due regard for Nanyah's
22 interests.

23 105. The defendants breached the implied covenant of good faith and fair
24 dealing contained in the agreements by engaging in misconduct that was unfaithful to
25 the purpose of the contractual relationship and special relationship that existed, by
26 among other things:

- 27 a. failing to provide Nanyah a membership interest in Eldorado;
28 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
8 2. For general damages according to proof in excess of \$10,000.00;
9
10 3. For punitive damages according to proof in excess of \$10,000.00;
11
12 4. For the imposition of a constructive trust on the Eliades Trust's
13 membership interest in Eldorado including not limited to all profits Nanyah
14 is entitled to receive from the ownership and development of the Property;
15
16 5. For declaratory relief;
17
18 6. For specific performance;
19
20 7. For costs of Court and attorneys' fees incurred;
21
22 8. For such other relief as the Court determines appropriate.

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

25 DATED this 4th day of November, 2016.

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By: 
MARK G. SIMONS, ESQ.
Attorneys for Nanyah Vegas, LLC

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1 **IAFD**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
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8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

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

13 **NANYAH VEGAS, LLC, a Nevada limited liability company,** **CASE NO.:**
14 **Plaintiff,** **DEPT. NO.:**

15 v.

16 **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,**

17 **Defendants.**

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19
20 **INITIAL APPEARANCE FEE DISCLOSURE**

21 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
22 submitted for parties appearing in the above-entitled action as indicated below:

23 Plaintiff NANYAH VEGAS, LLC: \$270.00
24 TOTAL REMITTED (Required): \$270.00

25 ///

26 ///

27 ///

28 ///

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

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

3 DATED this 4th day of November, 2016.

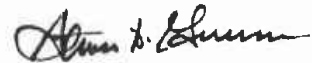
4 ROBISON, BELAUSTEGUI, SHARP & LOW
5 A Professional Corporation
6 71 Washington Street
7 Reno, Nevada 89503

8 By: 

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

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EXHIBIT 6



CLERK OF THE COURT

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

19 **Plaintiffs,**

20 **v.**

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

26 **Defendants.**

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANTS' ANSWER TO
COMPLAINT**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

1 Defendants TELD, LLC, Peter Eliades, individually and as Trustee of The Eliades
2 Survivor trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family
3 Irrevocable Trust and Imitations, LLC ("Defendants"), by and through their counsel of record,
4 Samuel S. Lionel of the law firm of Fennemore Craig, P.C., hereby answers the Complaint
5 ("Complaint") filed by Plaintiff Nanyah Vegas, LLC ("Plaintiff") as follows:

- 6 1. Admit the allegations in Paragraph 1.
- 7 2. Admit the allegations in Paragraph 2.
- 8 3. Admit the allegations in Paragraph 3.
- 9 4. Admit the allegations in Paragraph 4.
- 10 5. Admit the allegations in Paragraph 5.
- 11 6. Admit the allegations in Paragraph 6.
- 12 7. Admit the allegations in Paragraph 7.
- 13 8. Allege they are without knowledge or information sufficient to form a belief as to
14 the truth of the allocations in Paragraph 8.
- 15 9. Admit the allegations in Paragraph 9.
- 16 10. Admit the allegations in Paragraph 10.
- 17 11. Deny the allegations in Paragraph 11.
- 18 12. Admit that the two members contributed to loan payments and deny all other
19 allegations in Paragraph 12.
- 20 13. Deny the allegations in Paragraph 13.
- 21 14. Deny the allegations in Paragraph 14.
- 22 15. Deny the allegations in Paragraph 15.
- 23 16. Deny the allegations in Paragraph 16.
- 24 17. Deny the allegations in Paragraph 17.
- 25 18. Allege they are without knowledge or information sufficient to form a belief as to
26 the truth of the allocations in Paragraph 18.
- 27 19. Deny the allegations in Paragraph 19.
- 28 20. Allege Eldorado did not receive an investment from Nanyah, Nanyah did not have

1 ownership interest in Eldorado, recognized Ray and Eddyline as members of Eldorado and deny
2 all other allegations in Paragraph 20.

3 21. Admit the allegations in Paragraph 21.

4 22. Admit that Go Global agreed to sell its interest in Eldorado and deny all other
5 allegations in Paragraph 22.

6 23. Admit that on or about October 30, 2008, the Rogich Trust entered into a Purchase
7 Agreement whereby the Rogich Trust agreed to acquire the membership interest of Go Global
8 and Carlos Huerta in Eldorado.

9 24. Deny the allegations in Paragraph 24.

10 25. Deny the allegations in Paragraph 25 and allege Nanyah did not make investments
11 in Eldorado.

12 26. Deny the allegations in Paragraph 26.

13 27. Deny the allegations in Paragraph 27 and allege that Nanyah did not have a
14 membership interest in Eldorado.

15 28. Deny the allegations in Paragraph 28.

16 29. Deny the allegations in Paragraph 29 and allege that Nanyah did not have a
17 membership interests in Eldorado.

18 30. Deny the allegations in Paragraph 30.

19 31. Deny the allegations in paragraph 31 and allege the Purchase Agreement speaks
20 for itself and deny any allegations inconsistent therewith.

21 32. Deny the allegations in Paragraph 32 and allege the Purchase Agreement speaks
22 for itself and deny any allegations inconsistent therewith.

23 33. Admit the allegations in Paragraph 33.

24 34. Deny the allegations in Paragraph 34.

25 35. Deny the allegations in Paragraph 35 and allege the Purchase Agreement speaks
26 for itself and deny any allegations inconsistent therewith.

27 36. Deny the allegations in Paragraph 36 and allege that Nanyah did not have a
28 membership interest in Eldorado.

1 37. Admit the allegations in Paragraph 37.
2 38. Admit the allegations in Paragraph 38.
3 39. Answering Paragraph 39 allege that Sigmund Rogich was a party to the Teld
4 Agreement solely for the limited agreement set forth in the Teld Agreement.
5 40. Answering Paragraph 40 allege that Peter Eliades was a party to the Teld
6 Agreement solely for the limited agreement set forth in the Teld Agreement.
7 41. Admit the allegations in Paragraph 41.
8 42. Admit the allegations in Paragraph 42.
9 43. Answering Paragraph 43 allege that Sigmund Rogich was a party to the
10 Flangas Agreement solely for the limited agreement set forth in the Flangas Agreement.
11 44. Admit the allegations in Paragraph 44.
12 45. Answering Paragraph 45 allege the terms of the Teld Agreement and Flangas
13 Agreement speak for themselves and any allegation inconsistent therewith is denied.
14 46. Answering Paragraph 46 allege each of the loan agreements speak for itself and
15 any allegation inconsistent therewith is denied.
16 47. Answering Paragraph 47 allege each of the Membership Agreements speak for
17 itself and any allegation inconsistent therewith is denied.
18 48. Admit the allegations in Paragraph 48.
19 49. Answering Paragraph 49 allege the Subscription Agreement speaks for itself and
20 any allegation inconsistent therewith is denied.
21 50. Deny Paragraph 50 and allege the Purchase Agreement and Membership
22 Agreements speak for themselves and any allegation inconsistent therewith is denied.
23 51. Deny Paragraph 51 and allege the Purchase Agreement and Membership
24 Agreement speak for themselves and any allegation inconsistent therewith is denied..
25 52. Admit the allegations in Paragraph 52.
26 53. Admit the allegations in Paragraph 53.
27 54. Admit the allegations in Paragraph 54.
28 55. Answering Paragraph 55 allege that each of the Purchase Agreement and

1 Membership Agreements speak for themselves and deny any allegation inconsistent therewith and
2 further allege Nanyah and Antonio did not have membership interests in Eldorado.

3 56. Deny Paragraph 56 and allege that the Membership Agreements speak for
4 themselves and deny any allegation inconsistent therewith.

5 57. Deny the allegations in Paragraph 57 and allege that the Rogich Trust had not
6 assumed any responsibility to pay anything to Nanyah or Antonio.

7 58. Deny Paragraph 58 and allege that the Membership Agreements speak for
8 themselves and deny any allegation inconsistent therewith.

9 59. Answering Paragraph 59 allege that Exhibit D to the Membership Agreements
10 speaks for itself and any allegation inconsistent therewith is denied.

11 60. Answering Paragraph 60 allege that Exhibit D to the Membership Agreements
12 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
13 has no financial investments in Eldorado.

14 61. Answering Paragraph 61 allege that Section 8 of the Membership Agreements
15 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
16 did not invest or otherwise advance funds to Eldorado.

17 62. Admit the allegations in Paragraph 62.

18 63. Answering Paragraph 63 allege that the Amended and Restated Operating
19 Agreement speaks for itself and any allegation inconsistent therewith is denied.

20 64. Deny the allegations in Paragraph 64 and allege Flangas ceased being a member in
21 Eldorado and sold its membership interest to Teld and the Rogich Trust.

22 65. Deny the allegations in Paragraph 65.

23 66. Deny the allegations in Paragraph 66.

24 67. Deny the allegations in Paragraph 67.

25 68. Admit that at the end of 2008 the Rogich Trust held a 40% interest in Eldorado
26 and deny the remainder of the allegations in Paragraph 68 and further allege Nanyah never had a
27 membership interest claim or an investment in Eldorado.

28 69. Allege they are without knowledge or information as to the truth of the allegations

1 alleged in Paragraph 69.

2 70. Deny the allegations in Paragraph 70 and allege that the new agreement speaks for
3 itself and any allegation inconsistent therewith is denied.

4 71. Allege they are without knowledge or information as to the truth of the allegations
5 alleged in Paragraph 71.

6 72. Answering Paragraph 72 allege the Eliades Trust Acquisition speaks for itself and
7 any allegation inconsistent therewith is denied.

8 73. Deny the allegations in Paragraph 73.

9 74. Deny the allegations in Paragraph 74.

10 75. Deny the allegations in Paragraph 75 and allege the \$682,000 payment was for the
11 loan when the Flangas stock was bought.

12 76. Deny the allegations in Paragraph 76 and allege it was not a sham transaction.

13 77. Admit the allegations in Paragraph 77.

14 78. Admit the allegations in Paragraph 78.

15 79. Deny the allegations in Paragraph 79 and allege that the Eldorado Resolution
16 speaks for itself and any allegation inconsistent therewith is denied.

17 80. Deny the allegations in Paragraph 80.

18 81. Deny the allegations in Paragraph 81 and allege the Eliades Acquisition Trust
19 speaks for itself and any allegation inconsistent therewith is denied.

20 82. Admit the allegations in Paragraph 82.

21 83. Allege they are without knowledge or information as the truth of the allegations in
22 Paragraph 83.

23 84. Answering paragraph 84 allege Antonio was never paid for an investment in
24 Eldorado and Ray and Eddyline had Eldorado memberships.

25 85. Repeat and reallage their answers to Paragraphs 1 through 84.

26 86. Deny the allegations in Paragraph 86.

27 87. Deny the allegations in Paragraph 87.

28 88. Deny the allegations in Paragraph 88.

- 1 89. Deny the allegations in Paragraph 89 and allege that the Agreements speak for
2 themselves and any allegation inconsistent therewith is denied.
- 3 90. Deny the allegations in Paragraph 90 and allege Nanyah has no membership in
4 Eldorado.
- 5 91. Deny the allegations in Paragraph 91 and allege Nanyah never had a membership
6 interest in Eldorado.
- 7 92. Deny the allegations in Paragraph 92 and allege Nanyah did not invest in or have a
8 membership interest in Eldorado.
- 9 93. Deny the allegations in Paragraph 93.
- 10 94. Repeat and reallege their answers to paragraphs 1 through 93.
- 11 95. Deny the allegations in Paragraph 95.
- 12 96. Deny the allegations in Paragraph 96.
- 13 97. Deny the allegations in Paragraph 97 and allege Nanyah did not invest in or have a
14 membership interest in Eldorado.
- 15 98. Deny the allegations in Paragraph 98 and allege Nanyah was not an investor in
16 Eldorado.
- 17 99. Deny the allegations in Paragraph 99.
- 18 100. Repeat and reallege their answers to Paragraphs 1 through 99.
- 19 101. Deny the allegations in Paragraphs 101.
- 20 102. Deny the allegations in Paragraph 102.
- 21 103. Deny the allegations in Paragraph 103.
- 22 104. Deny the allegations in Paragraph 104 and allege Nanyah did not invest in
23 Eldorado.
- 24 105. Deny the allegations in Paragraph 105 and allege Nanyah did not invest or have a
25 membership interest in Eldorado.
- 26 106. Deny the allegations in Paragraph 106 and allege Nanyah did not invest in
27 Eldorado.
- 28 107. Deny the allegations in Paragraph 107.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 Defendants have always acted in good faith and fairly.

3 **SEVENTH AFFIRMATIVE DEFENSE**

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

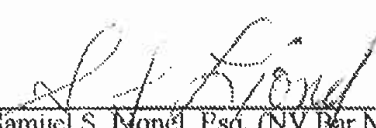
5 **EIGHTH AFFIRMATIVE DEFENSE**

6 Defendants are informed and believe and on such basis allege they may have defenses
7 available which are not fully known and of which Defendants are not presently aware.

8 Defendants reserve the right to raise and assert additional defenses after such defenses have been
9 ascertained.

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

12 **FENNEMORE CRAIG, P.C.**

13
14 By: 
15 Samuel S. Monel, Esq. (NV Bar No. 1766)
16 300 South Fourth Street, Suite 1400
17 Las Vegas, Nevada 89101
18 Telephone: (702) 692-8000
19 Facsimile: (702) 692-8099
20 E-mail: smonel@fclaw.com
21 Attorneys for Defendants
22
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28

1 CERTIFICATE OF SERVICE

2 I hereby certify that a copy of the DEFENDANTS ANSWER TO COMPLAINT was
3 served upon the following person(s) either by electronic transmission through the Wiznet system
4 pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known
5 address, first class mail, postage prepaid for non-registered users, on this 24th day of April, 2017
6 as follows:

7 Mark Simons, Esq.
8 Robison, Belaustegui, Sharp & Low
9 A Professional Corporation
10 71 Washington Street
Reno, Nevada 89503
msimons@rbsllaw.com

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

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14 An employee of Fennemore Craig, P.C.
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EXHIBIT 7

JA 007366

1 Defendants TELD, LLC, Peter Eliades, individually and as Trustee of The Eliades
2 Survivor trust of 10/30/08, Sigmund Rogich, individually and as Trustee of the Rogich Family
3 Irrevocable Trust and Imitations, LLC ("Defendants"), by and through their counsel of record,
4 Samuel S. Lionel of the law firm of Fennemore Craig, P.C., hereby answers the Complaint
5 ("Complaint") filed by Plaintiff Nanyah Vegas, LLC ("Plaintiff") as follows:

- 6 1. Admit the allegations in Paragraph 1.
- 7 2. Admit the allegations in Paragraph 2.
- 8 3. Admit the allegations in Paragraph 3.
- 9 4. Admit the allegations in Paragraph 4.
- 10 5. Admit the allegations in Paragraph 5.
- 11 6. Admit the allegations in Paragraph 6.
- 12 7. Admit the allegations in Paragraph 7.
- 13 8. Allege they are without knowledge or information sufficient to form a belief as to
14 the truth of the allocations in Paragraph 8.
- 15 9. Admit the allegations in Paragraph 9.
- 16 10. Admit the allegations in Paragraph 10.
- 17 11. Deny the allegations in Paragraph 11.
- 18 12. Admit that the two members contributed to loan payments and deny all other
19 allegations in Paragraph 12.
- 20 13. Deny the allegations in Paragraph 13.
- 21 14. Deny the allegations in Paragraph 14.
- 22 15. Deny the allegations in Paragraph 15.
- 23 16. Deny the allegations in Paragraph 16.
- 24 17. Deny the allegations in Paragraph 17.
- 25 18. Allege they are without knowledge or information sufficient to form a belief as to
26 the truth of the allocations in Paragraph 18.
- 27 19. Deny the allegations in Paragraph 19.
- 28 20. Allege Eldorado did not receive an investment from Nanyah, Nanyah did not have

1 ownership interest in Eldorado, recognized Ray and Eddyline as members of Eldorado and deny
2 all other allegations in Paragraph 20.

3 21. Admit the allegations in Paragraph 21.

4 22. Admit that Go Global agreed to sell its interest in Eldorado and deny all other
5 allegations in Paragraph 22.

6 23. Admit that on or about October 30, 2008, the Rogich Trust entered into a Purchase
7 Agreement whereby the Rogich Trust agreed to acquire the membership interest of Go Global
8 and Carlos Huerta in Eldorado.

9 24. Deny the allegations in Paragraph 24.

10 25. Deny the allegations in Paragraph 25 and allege Nanyah did not make investments
11 in Eldorado.

12 26. Deny the allegations in Paragraph 26.

13 27. Deny the allegations in Paragraph 27 and allege that Nanyah did not have a
14 membership interest in Eldorado.

15 28. Deny the allegations in Paragraph 28.

16 29. Deny the allegations in Paragraph 29 and allege that Nanyah did not have a
17 membership interests in Eldorado.

18 30. Deny the allegations in Paragraph 30.

19 31. Deny the allegations in paragraph 31 and allege the Purchase Agreement speaks
20 for itself and deny any allegations inconsistent therewith.

21 32. Deny the allegations in Paragraph 32 and allege the Purchase Agreement speaks
22 for itself and deny any allegations inconsistent therewith.

23 33. Admit the allegations in Paragraph 33.

24 34. Deny the allegations in Paragraph 34.

25 35. Deny the allegations in Paragraph 35 and allege the Purchase Agreement speaks
26 for itself and deny any allegations inconsistent therewith.

27 36. Deny the allegations in Paragraph 36 and allege that Nanyah did not have a
28 membership interest in Eldorado.

- 1 37. Admit the allegations in Paragraph 37.
- 2 38. Admit the allegations in Paragraph 38.
- 3 39. Answering Paragraph 39 allege that Sigmund Rogich was a party to the Teld
- 4 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 5 40. Answering Paragraph 40 allege that Peter Eliades was a party to the Teld
- 6 Agreement solely for the limited agreement set forth in the Teld Agreement.
- 7 41. Admit the allegations in Paragraph 41.
- 8 42. Admit the allegations in Paragraph 42.
- 9 43. Answering Paragraph 43 allege that Sigmund Rogich was a party to the
- 10 Flangas Agreement solely for the limited agreement set forth in the Flangas Agreement.
- 11 44. Admit the allegations in Paragraph 44.
- 12 45. Answering Paragraph 45 allege the terms of the Teld Agreement and Flangas
- 13 Agreement speak for themselves and any allegation inconsistent therewith is denied.
- 14 46. Answering Paragraph 46 allege each of the loan agreements speak for itself and
- 15 any allegation inconsistent therewith is denied.
- 16 47. Answering Paragraph 47 allege each of the Membership Agreements speak for
- 17 itself and any allegation inconsistent therewith is denied.
- 18 48. Admit the allegations in Paragraph 48.
- 19 49. Answering Paragraph 49 allege the Subscription Agreement speaks for itself and
- 20 any allegation inconsistent therewith is denied.
- 21 50. Deny Paragraph 50 and allege the Purchase Agreement and Membership
- 22 Agreements speak for themselves and any allegation inconsistent therewith is denied.
- 23 51. Deny Paragraph 51 and allege the Purchase Agreement and Membership
- 24 Agreement speak for themselves and any allegation inconsistent therewith is denied..
- 25 52. Admit the allegations in Paragraph 52.
- 26 53. Admit the allegations in Paragraph 53.
- 27 54. Admit the allegations in Paragraph 54.
- 28 55. Answering Paragraph 55 allege that each of the Purchase Agreement and

1 Membership Agreements speak for themselves and deny any allegation inconsistent therewith and
2 further allege Nanyah and Antonio did not have membership interests in Eldorado.

3 56. Deny Paragraph 56 and allege that the Membership Agreements speak for
4 themselves and deny any allegation inconsistent therewith.

5 57. Deny the allegations in Paragraph 57 and allege that the Rogich Trust had not
6 assumed any responsibility to pay anything to Nanyah or Antonio.

7 58. Deny Paragraph 58 and allege that the Membership Agreements speak for
8 themselves and deny any allegation inconsistent therewith.

9 59. Answering Paragraph 59 allege that Exhibit D to the Membership Agreements
10 speaks for itself and any allegation inconsistent therewith is denied.

11 60. Answering Paragraph 60 allege that Exhibit D to the Membership Agreements
12 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
13 has no financial investments in Eldorado.

14 61. Answering Paragraph 61 allege that Section 8 of the Membership Agreements
15 speaks for itself and any allegation inconsistent therewith is denied. It is further alleged Nanyah
16 did not invest or otherwise advance funds to Eldorado.

17 62. Admit the allegations in Paragraph 62.

18 63. Answering Paragraph 63 allege that the Amended and Restated Operating
19 Agreement speaks for itself and any allegation inconsistent therewith is denied.

20 64. Deny the allegations in Paragraph 64 and allege Flangas ceased being a member in
21 Eldorado and sold its membership interest to Teld and the Rogich Trust.

22 65. Deny the allegations in Paragraph 65.

23 66. Deny the allegations in Paragraph 66.

24 67. Deny the allegations in Paragraph 67.

25 68. Admit that at the end of 2008 the Rogich Trust held a 40% interest in Eldorado
26 and deny the remainder of the allegations in Paragraph 68 and further allege Nanyah never had a
27 membership interest claim or an investment in Eldorado.

28 69. Allege they are without knowledge or information as to the truth of the allegations

1 alleged in Paragraph 69.

2 70. Deny the allegations in Paragraph 70 and allege that the new agreement speaks for
3 itself and any allegation inconsistent therewith is denied.

4 71. Allege they are without knowledge or information as to the truth of the allegations
5 alleged in Paragraph 71.

6 72. Answering Paragraph 72 allege the Eliades Trust Acquisition speaks for itself and
7 any allegation inconsistent therewith is denied.

8 73. Deny the allegations in Paragraph 73.

9 74. Deny the allegations in Paragraph 74.

10 75. Deny the allegations in Paragraph 75 and allege the \$682,000 payment was for the
11 loan when the Flangas stock was bought.

12 76. Deny the allegations in Paragraph 76 and allege it was not a sham transaction.

13 77. Admit the allegations in Paragraph 77.

14 78. Admit the allegations in Paragraph 78.

15 79. Deny the allegations in Paragraph 79 and allege that the Eldorado Resolution
16 speaks for itself and any allegation inconsistent therewith is denied.

17 80. Deny the allegations in Paragraph 80.

18 81. Deny the allegations in Paragraph 81 and allege the Eliades Acquisition Trust
19 speaks for itself and any allegation inconsistent therewith is denied.

20 82. Admit the allegations in Paragraph 82.

21 83. Allege they are without knowledge or information as the truth of the allegations in
22 Paragraph 83.

23 84. Answering paragraph 84 allege Antonio was never paid for an investment in
24 Eldorado and Ray and Eddyline had Eldorado memberships.

25 85. Repeat and reallage their answers to Paragraphs 1 through 84.

26 86. Deny the allegations in Paragraph 86.

27 87. Deny the allegations in Paragraph 87.

28 88. Deny the allegations in Paragraph 88.

- 1 89. Deny the allegations in Paragraph 89 and allege that the Agreements speak for
2 themselves and any allegation inconsistent therewith is denied.
- 3 90. Deny the allegations in Paragraph 90 and allege Nanyah has no membership in
4 Eldorado.
- 5 91. Deny the allegations in Paragraph 91 and allege Nanyah never had a membership
6 interest in Eldorado.
- 7 92. Deny the allegations in Paragraph 92 and allege Nanyah did not invest in or have a
8 membership interest in Eldorado.
- 9 93. Deny the allegations in Paragraph 93.
- 10 94. Repeat and reallege their answers to paragraphs 1 through 93.
- 11 95. Deny the allegations in Paragraph 95.
- 12 96. Deny the allegations in Paragraph 96.
- 13 97. Deny the allegations in Paragraph 97 and allege Nanyah did not invest in or have a
14 membership interest in Eldorado.
- 15 98. Deny the allegations in Paragraph 98 and allege Nanyah was not an investor in
16 Eldorado.
- 17 99. Deny the allegations in Paragraph 99.
- 18 100. Repeat and reallege their answers to Paragraphs 1 through 99.
- 19 101. Deny the allegations in Paragraphs 101.
- 20 102. Deny the allegations in Paragraph 102.
- 21 103. Deny the allegations in Paragraph 103.
- 22 104. Deny the allegations in Paragraph 104 and allege Nanyah did not invest in
23 Eldorado.
- 24 105. Deny the allegations in Paragraph 105 and allege Nanyah did not invest or have a
25 membership interest in Eldorado.
- 26 106. Deny the allegations in Paragraph 106 and allege Nanyah did not invest in
27 Eldorado.
- 28 107. Deny the allegations in Paragraph 107.

- 1 108. Deny the allegations in Paragraph 108.
- 2 109. Repeat and reallege their answers to Paragraphs 1 through 108.
- 3 110. Deny the allegations in Paragraph 110.
- 4 111. Deny the allegations in Paragraph 111.
- 5 112. Deny the allegations in Paragraph 112.
- 6 113. Deny the allegations in Paragraph 113.
- 7 114. Deny the allegations in Paragraph 114.
- 8 115. Deny the allegations in Paragraph 115.
- 9 116. Repeat and reallege their answers to Paragraphs 1 through 115.
- 10 117. Deny the allegations in Paragraph 117 and allege Nanyah never had an
11 ownership interest in Eldorado.
- 12 118. Deny the allegations in Paragraph 118 and allege there were no obligations owed
13 to Nanyah.
- 14 119. Deny the allegations in Paragraph 119 and allege Nanyah was not entitled to
15 receive any interests.
- 16 120. Repeat and reallege their answers to Paragraphs 1 through 119.
- 17 121. Deny the allegations in Paragraph 121 and allege that Nanyah was not a member
18 of Eldorado.
- 19 122. Deny the allegations in Paragraph 122.
- 20 123. Deny the allegations in Paragraph 123.
- 21 124. Repeat and reallege their answers to Paragraphs 1 through 123.
- 22 125. Deny the allegations in Paragraph 125.
- 23 126. Deny the allegations in Paragraph 126 and allege Nanyah did not have an interest
24 in Eldorado.
- 25 127. Deny the allegations in Paragraph 127 and allege that Nanyah had no interest in
26 Eldorado.
- 27 128. Deny the allegations in Paragraph 128.
- 28 129. Deny the allegations in Paragraph 129.

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

17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**

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

20 **SECOND AFFIRMATIVE DEFENSE**

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

22 **THIRD AFFIRMATIVE DEFENSE**

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

24 **FOURTH AFFIRMATIVE DEFENSE**

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

26 **FIFTH AFFIRMATIVE DEFENSE**

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

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SIXTH AFFIRMATIVE DEFENSE

Defendants have always acted in good faith and fairly.

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

ELEVENTH AFFIRMATIVE DEFENSE

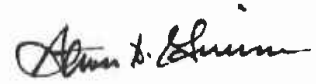
Defendants are informed and believe and on such basis allege they may have defenses available which are not fully known and of which Defendants are not presently aware. Defendants reserve the right to raise and assert additional defenses after such defenses have been ascertained.

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

FENNEMORE CRAIG, P.C.

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

EXHIBIT 8



CLERK OF THE COURT

1 **SAO**
2 Mark G. Simons, Esq. (SBN 5132)
3 **ROBISON, BELAUSTEGUI, SHARP & LOW**
4 A Professional Corporation
5 71 Washington Street
6 Reno, Nevada 89503
7 Telephone: (775) 329-3151
8 Facsimile: (775) 329-7941
9 Email: msimons@rbsllaw.com

10 *Attorneys for Nanyah Vegas, LLC*

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

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

20 Plaintiffs,

21 v.

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

27 Defendants.
28 _____/

STIPULATION FOR CONSOLIDATION

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

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

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

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

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

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

14 **C. CONSOLIDATION.**

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

22 **D. NEW CAPTION.**

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

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

5 Plaintiffs,

6 v.

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

10 Defendants.

11 _____/
12 NANYAH VEGAS, LLC, a Nevada limited
liability company,

13 Plaintiff,

14 v.

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

20 Defendants.

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CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

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

3 DATED this 17th day of March, 2017.

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

8 By: 

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

12 DATED this 15 day of March, 2017.

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

16 By: 

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

24 ORDER

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

26 
27 DISTRICT COURT JUDGE
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EXHIBIT 9

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") made and entered into effective the 30th day of October, 2008, by and among Go Global, Inc. ("Go Global"), Carlos Huerta ("Carlos") ("Seller") and The Rogich Family Irrevocable Trust ("Buyer") with respect to the following facts and circumstances:

RECITALS:

A. Seller owns a Membership Interest ("Membership Interest") in Eldorado Hills, LLC (the "Company") equal to or greater than thirty-five percent (35%) and which may be as high as forty-nine and forty-four one hundredths (49.44%) of the total ownership interests in the Company. Such interest, as well as the ownership interest currently held by Buyer, may be subject to certain potential claims of those entities set forth and attached hereto in Exhibit "A" and incorporated herein by this reference ("Potential Claimants"). Buyer intends to negotiate such claims with Seller's assistance so that such claimants confirm or convert the amounts set forth beside the name of each of said claimants into non-interest bearing debt, or an equity percentage to be determined by Buyer after consultation with Seller as desired by Seller, with no capital calls for monthly payments, and a distribution in respect of their claims in amounts from the one-third (1/3rd) ownership interest in the Company retained by Buyer.

B. Seller desires to sell, and Buyer desires to purchase, all of Seller's Membership Interest, subject to the Potential Claimants and pursuant to the terms of this Agreement.

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:

C.H. S.R.

1. Sale and Transfer of Membership 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 set forth herein at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer agrees:

(a) Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with, therefore, no capital calls for monthly payments. Said amount shall be payable to Seller from future distributions or proceeds (net of bank/debt owed payments and tax liabilities from such proceeds, if any) distributed to Buyer at the rate of 56.20% of such profits, as, when and if received by Buyer from the Company.

(b) As further consideration, Buyer agrees to indemnify Seller against the personal guaranty of Seller for the existing Company loan in the approximate currently outstanding amount of \$21,170,278.08, and further agrees to request the lender of such loan to release Seller from such guaranty (within one year);

(c) Furthermore, as an acknowledgment of the fact that Carlos will no longer be a manager of the Company after the Closing, Buyer shall also defend and indemnify Carlos from and against post-Closing Company activities.

3. Release of Interest. At Closing, upon payment of the Consideration required hereunder, Seller shall release and relinquish any and all right, title and interest which Seller now has or may ever have had in the Membership Interest and in any other interest (equity or debt) of the Company. Each Seller furthermore does hereby presently resign (or confirms resignation) from any and all positions in the Company as an officer, manager, employee and/or consultant. Additionally, Seller does hereby release the

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S.R. CR