

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

2
3
4
5 NANYAH VEGAS, LLC, A Nevada limited
6 liability company,

7 Appellant,

8 v.

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

18 Respondents.

19 **AND RELATED MATTERS.**

20 **JOINT APPENDIX VOL. 31**

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

Electronically Filed
Jul 09 2021 04:50 p.m.
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

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

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

| | | | |
|---|---------|-------|----------------|
| 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 | 9/7/18 | 14 | JA_003358-3364 |
| Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e) | 7/22/19 | 33 | JA_007868-7942 |
| Defendant Eldorado Hills, LLC's Motion for Summary Judgment | 6/1/18 | 8 | JA_001850-1861 |
| Defendant Eldorado Hills, LLC's Motion for Summary Judgment | 5/22/19 | 32 | JA_007644-7772 |
| Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment | 1/25/19 | 14-15 | JA_003473-3602 |
| Defendant Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 nd Supplemental Pre-trial Disclosures | 4/9/19 | 27 | JA_006460-6471 |
| Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Countermotion for NRCP 15 Relief | 4/9/19 | 27 | JA_006441-6453 |

| | | | |
|---|---------|----|----------------|
| Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint | 9/19/18 | 14 | JA_003365-3368 |
| Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule | 4/4/19 | 26 | JA_006168-6188 |
| Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment | 2/15/19 | 17 | JA_004170-4182 |
| Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule | 3/8/19 | 23 | JA_005618-5623 |
| Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery | 3/8/19 | 23 | JA_005624-5630 |
| 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 | 3/20/19 | 24 | JA_005793-5818 |

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

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

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

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

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

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

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

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

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

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

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

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

| | | | | |
|----|------------------------------|-----------|----|----------------|
| 1 | Nanyah Vegas, LLC's Reply | 5/15/18 | 8 | JA_001826-1829 |
| 2 | in Support of Motion to | | | |
| 3 | Continue Trial and to set | | | |
| 4 | Firm Trial Date | | | |
| 5 | Nanyah Vegas, LLC's Reply | 1/23/2020 | 37 | JA_009033-9040 |
| 6 | in Support of Motion to | | | |
| 7 | Retax Costs submitted by | | | |
| 8 | Eldorado Hills, LLC, Peter | | | |
| 9 | Eliades, Individually and as | | | |
| 10 | Trustee of the Eliades | | | |
| 11 | survivor Trust of 10/30/08, | | | |
| 12 | and Teld, LLC's | | | |
| 13 | Memorandum of Costs and | | | |
| 14 | Disbursements | | | |
| 15 | Nanyah Vegas, LLC's Reply | 1/23/2020 | 37 | JA_009041-9045 |
| 16 | in Support of its Motion to | | | |
| 17 | Retax Costs Submitted by | | | |
| 18 | Sigmund Rogich, | | | |
| 19 | Individually and as Trustee | | | |
| 20 | of the Rogich Family | | | |
| 21 | Revocable Trust, and | | | |
| 22 | Imitations, LLC's | | | |
| 23 | Memorandum of Costs and | | | |
| 24 | Disbursements Pursuant to | | | |
| 25 | NRS 18.005 and NRS | | | |
| 26 | 18.110 | | | |
| 27 | Nanyah Vegas, LLC's Reply | 3/27/19 | 25 | JA_006114-6134 |
| 28 | in Support of Motion to | | | |
| 29 | Settle Jury Instructions | | | |
| 30 | Based Upon the Court's | | | |
| 31 | October 5, 2018, Order | | | |
| 32 | Granting Summary | | | |
| 33 | Judgment | | | |

| | | | | |
|----|------------------------------|-----------|----|----------------|
| 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 | | | |

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

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

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

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

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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. 31** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

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

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

DATED: This 9 day of July, 2021.



JODI ALHASAN

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 B. Flangas Revocable Living Trust dated July 22nd, 2005. The transaction documentation with respect thereto recites

17538-10/340634_6

CH S.R

RT0025

JA_007384

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 Riolz), 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.

17538-10/140634_6

04 5.2

(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 Rogleh 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.

0.4

(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 3 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.

17538-10/340634_6

7

ck S.R

RT0029

JA_007388

(m) Arbitration. Any controversy, claim, dispute or interpretation 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

04-5.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"

"BUYER"


Carlos Huerta, on behalf of Clo Global, Inc.

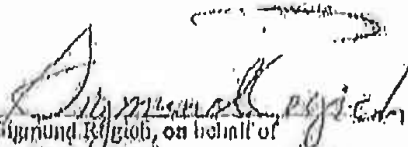

Raymond R. Glob, on behalf of
The Rogley Family Irrevocable Trust

EXHIBIT "A"

Potential Claimants

| | | |
|----|--|----------------|
| 1. | Bddyline 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 |

Ch

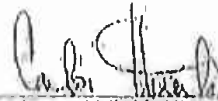
EXHIBIT "B"

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, L.L.C., 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 10

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 7th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Albert ~~A.~~ Flangas Revocable Living Trust u/d July 22, 2005 ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Albert ~~A.~~ Flangas, ("Albert"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth ($1/6^{\text{th}}$) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth ($1/6^{\text{th}}$) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with Teld, LLC ("Teld") by which Teld shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and Teld), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital F below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest herounder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Buyer -- one-third (1/3rd).
- b. Teld -- one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) -- collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

- a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any

liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Dillgence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this

Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepare to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration

CH
SL
D

under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

Att
SR
P

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("ACT") OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (I) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

(b) Rule 144 of the SEC's Rules and Regulations presently requires that the Buyer must hold the Membership Interest for at least two (2) years after the date on which the Membership Interest is fully paid for and, even then, no assurance can be given that Rule 144 will be applicable to the proposed transfer of the Membership Interest at that time, or at any time thereafter;

(c) Buyer does not anticipate any resale, pledge or other disposition of the Membership Interest upon the occurrence or nonoccurrence of any predetermined or particular event, and any such disposition will be subject to the terms and conditions set forth in the Operating Agreement; and

(d) Seller and the other parties hereto are relying upon the truth and accuracy of the representations, warranties and agreements of the Buyer set forth in this Agreement in selling the Membership Interest to Buyer without registration under the Act.

The representations, warranties and covenants of Buyer contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

6. Acceptance of Amended and Restated Operating Agreement Subject to Amendment. Buyer and Seller agree to execute the form of "Agreement to be Bound by Amended and Restated Operating Agreement" attached hereto as Exhibit "I" and incorporated herein by this reference effective as of the Closing Date and to be bound by the terms and conditions thereof from and after such date. The provisions of Section 8 below shall be deemed to amend the Operating Agreement if and to the extent it is inconsistent therewith.

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

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

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

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

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest.

(i) It is the current intention of Seller that such amounts be confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize

04
S.R.
12

defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

04
12

g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

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

CJ
RT0077
[Signature]

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

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
c/o Albert E. Flangas
7395 Laredo
Las Vegas, NV 89117

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

Off
S.R.

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.


m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

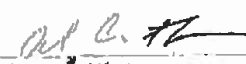
n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

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

"BUYER"

Albert ~~A.~~ Flangas Revocable Living Trust
w/a/d July 22, 2005


By: Albert ~~A.~~ Flangas, on behalf of the
Albert ~~A.~~ Flangas Revocable Living Trust
w/a/d July 22, 2005

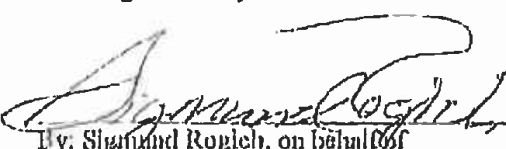

Albert ~~A.~~ Flangas, as an individual

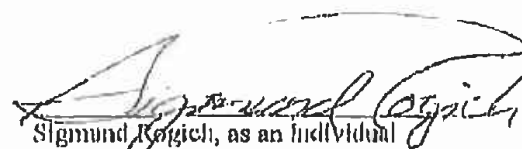
Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust


Sigmund Rogich, as an individual



Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

Blank

EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

Went

*CH
S.R.*

✓

EXHIBIT "C"
Subscription Agreement

[Sec Attached]

W/ leak

*CH
SL*

EXHIBIT "D"

**QUALIFICATION OF REPRESENTATIONS
OF SELLER**

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

| | | |
|----|--|----------------|
| 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/Jakob | \$3,360,000.00 |

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

1. Articles of Organization
2. Operating Agreement
3. Certain financial information concerning the Company [to be specified or attached]
4. Certain real property descriptive information

EXHIBIT "I"

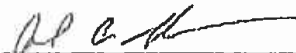
Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 20th day of October, 2008.

"BUYER"

Albert B. Flangas Revocable Living Trust
w/a/d July 22, 2005


By: Albert B. Flangas, on behalf of the
Albert B. Flangas Revocable Living Trust
w/a/d July 22, 2005

"SELLER"

Rogich Family Irrevocable Trust



By: Sigurd Rogich, Trustee

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

of

ELDORADO HILLS, LLC,

a Nevada limited-liability company

Member: Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005
Capital Account: ~~Five Hundred~~ Thousand Dollars (\$500,000.00)
Ownership Interest: ~~One-Sixth~~ (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Albert E. Flangas Revocable Living Trust u/a/d July 22, 2005 ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.


Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the restrictive legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 30th day of October, 2008.

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Revocable Trust

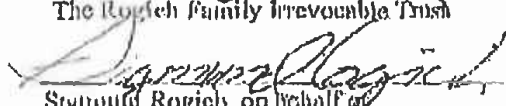
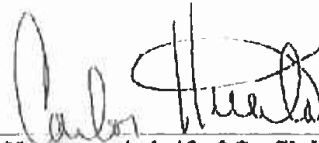

Signyshi Rogich, on behalf of
The Rogich Family Revocable Trust

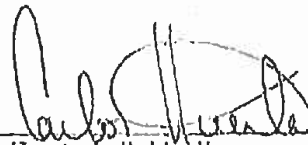
EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Go Global, Inc.



Carlos Huerta, Individually

EXHIBIT "I"
Amended and Restated Operating Agreement


17538-10/310825_3

RT0090

RT0091

JA_007422

EXHIBIT 11

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is effective as of the 30th day of October, 2008, by and among The Rogich Family Irrevocable Trust ("Seller") and Teld, LLC ("Buyer"), Go Global, Inc. ("Go Global"), an entity controlled by and substantially owned by Carlos Huerta ("Carlos") (each of Go Global and Carlos, parties to this Agreement for purposes of consenting to the transactions hereinafter set forth, and confirming the accuracy of the foregoing recitals and certain representations hereinafter made by Buyer with regard to the Company), and Sigmund Rogich ("Sig") and Pete Eliades, ("Pete"), each individually with respect to their individual limited agreements hereinafter set forth, with respect to the following facts and circumstances:

RECITALS:

A. Eldorado Hills, LLC, a Nevada limited-liability company ("Company") is indebted in the approximate amount of twenty-one million one hundred seventy thousand two hundred seventy-eight dollars and 08/100, inclusive of principal plus accrued interest (\$21,170,278.08), which is owing from the Company to the Federal Deposit Insurance Corporation ("FDIC"), as Receiver for ANB Financial, N.A. ("Lender") on a loan ("Existing Loan"), which encumbers certain real property located in Clark County, Nevada generally referred to as APN: 189-11-002-001 (the "Property") and more particularly described in that certain preliminary title report from Nevada Title Company dated as of September 22, 2008 ("Preliminary Report"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

S.R. *CH* *PE*
Teld, LLC
10/30/08
10/27/08
Purchase Agreement 11.doc

RT0034

JA_007424

B. Lender has indicated that it will re-write the loan (the "New Loan") pursuant to documentation entitled "Renewal, Extension, Modification, and Ratification of Note and Deed of Trust" ("New Loan Documentation"), the form of which (together with Escrow Instructions) is attached hereto as Exhibit "B" and incorporated herein by this reference;

C. Pursuant to the requirements of the Lender, and as set forth in the fifth Recital of the New Loan Documentation, a payment of \$4,321,718.32 must be made as a principal reduction and a sum in the amount of \$678,281.68 must be paid for accrued interest at or about the time of the execution of the New Loan Documentation, after which time the principal amount of the New Loan shall be \$16,170,278.08;

D. Seller desires to sell an interest in Company which, after issuance, will equal an aggregate one-sixth (1/6th) membership interest ("Membership Interest") to Buyer, and Buyer desires to acquire the Membership Interest in Company from Seller, on the terms hereinafter set forth.

E. Concurrently with the execution of this Agreement, Buyer also intends to execute a subscription agreement ("Subscription Agreement") directly with Company by which Buyer shall acquire a one-sixth (1/6th) Membership Interest pursuant to a Subscription Agreement, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

F. Concurrently herewith, also, the Seller shall acquire the ownership interest of Go Global and certain individuals directly or indirectly related to or affiliated with Go Global, after which time the ownership of Go Global shall be owned by Seller, in exchange for nominal consideration of one hundred dollars (\$100.00).

S.R. Alf
AR
7th Oct 2007
2 of 27

G. Concurrently with the closing of the purchase of the Membership Interest by Buyer from Seller, Buyer shall simultaneously close an essentially identical transaction with the Albert E. Flangas Revocable Living Trust dated July 22, 2005 (the "Flangas Trust") by which the Flangas Trust shall similarly acquire a one-sixth (1/6th) ownership interest in the Company from Seller, and concurrently acquire a one-sixth (1/6th) ownership interest from the Company pursuant to a substantially identical Subscription Agreement with the Company.

H. From the proceeds of the consideration (defined below), Seller at closing shall make a capital contribution to the Company of an amount necessary to pay (a) one-half of certain expenses of the Company, inclusive of attorneys' fees and closing costs relative to the closing of the New Loan (the "Eldorado Expenses") (the other one-half (1/2) of the Eldorado Expenses shall be paid from the proceeds of the Membership Interest Purchase Agreement between Seller and the Flangas Trust), and (b) the one hundred dollar (\$100.00) of consideration to be paid to Go Global in connection with Seller's purchase of all of Go Global's interest in the Company (as referenced in Recital P below), all of which amounts shall be treated as a capital contribution to the capital of the Company from Seller.

I. Concurrently with the closing of the purchase of the membership Interest by Buyer from Seller, the Company and its members shall adopt that Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") as attached hereto as Exhibit "I".

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions hereinafter set forth, it is agreed as follows:

1. Sale and Transfer of Interest. Subject to the terms and conditions set forth in the

J.R. OK
J.R.
READ WITH MEMBERSHIP
PURCHASE AGREEMENT
MAY 30, 2007

this Agreement, Seller will transfer and convey the Membership Interest to Buyer, and Buyer will acquire the Membership Interest from Seller, upon payment of the Consideration (as defined herein below) at Closing.

2. Consideration. For and in consideration of Seller's transfer of the Membership Interest hereunder, Buyer shall pay to Seller at Closing the sum of five hundred thousand and no/100 dollars (\$500,000.00) (hereinafter referred to as the "Consideration").

3. Adoption of Amended and Restated Operating Agreement, Post-Closing Status of Ownership. At Closing the Company and its Members hereby adopt the Amended and restated Operating Agreement attached hereto as Exhibit I. If for any reason the adoption of the Amended and restated Operating Agreement is determined not to be valid, Seller shall consult with Buyer and take such actions as necessary and hold harmless, indemnify and defend Buyer to the extent necessary to put Buyer in the same position as if the Amended and Restated Operating Agreement were in full force and effect. At Closing, upon payment of the Consideration, ownership of the Company shall be as follows:

- a. Purchaser – one-third (1/3rd).
- b. Plangas Trust – one-third (1/3rd).
- c. Seller (and any investors for whom Seller shall assume responsibility as hereinafter set forth) – collectively one-third (1/3rd).

4. Representations of Seller. Subject to the information set forth and attached hereto in Exhibit "D" and incorporated herein by this reference (which matters shall only affect, if at all, the ownership interest of Seller, and which information is represented by Seller, Go Global and Carlos to be true and accurate, for the benefit of Buyer, and of Seller, respectively), Seller represents and warrants to Buyer as follows:

S. R. C. H. K. J. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. AA. AB. AC. AD. AE. AF. AG. AH. AI. AJ. AK. AL. AM. AN. AO. AP. AQ. AR. AS. AT. AU. AV. AW. AX. AY. AZ. BA. BB. BC. BD. BE. BF. BG. BH. BI. BJ. BK. BL. BM. BN. BO. BP. BQ. BR. BS. BT. BU. BV. BW. BX. BY. BZ. CA. CB. CC. CD. CE. CF. CG. CH. CI. CJ. CK. CL. CM. CN. CO. CP. CQ. CR. CS. CT. CU. CV. CW. CX. CY. CZ. DA. DB. DC. DD. DE. DF. DG. DH. DI. DJ. DK. DL. DM. DN. DO. DP. DQ. DR. DS. DT. DU. DV. DW. DX. DY. DZ. EA. EB. EC. ED. EE. EF. EG. EH. EI. EJ. EK. EL. EM. EN. EO. EP. EQ. ER. ES. ET. EU. EV. EW. EX. EY. EZ. FA. FB. FC. FD. FE. FF. FG. FH. FI. FJ. FK. FL. FM. FN. FO. FP. FQ. FR. FS. FT. FU. FV. FW. FX. FY. FZ. GA. GB. GC. GD. GE. GF. GG. GH. GI. GJ. GK. GL. GM. GN. GO. GP. GQ. GR. GS. GT. GU. GV. GW. GX. GY. GZ. HA. HB. HC. HD. HE. HF. HG. HH. HI. HJ. HK. HL. HM. HN. HO. HP. HQ. HR. HS. HT. HU. HV. HW. HX. HY. HZ. IA. IB. IC. ID. IE. IF. IG. IH. II. IJ. IK. IL. IM. IN. IO. IP. IQ. IR. IS. IT. IU. IV. IW. IX. IY. IZ. JA. JB. JC. JD. JE. JF. JG. JH. JI. JJ. JK. JL. JM. JN. JO. JP. JQ. JR. JS. JT. JU. JV. JW. JX. JY. JZ. KA. KB. KC. KD. KE. KF. KG. KH. KI. KJ. KK. KL. KM. KN. KO. KP. KQ. KR. KS. KT. KU. KV. KW. KX. KY. KZ. LA. LB. LC. LD. LE. LF. LG. LH. LI. LJ. LK. LL. LM. LN. LO. LP. LQ. LR. LS. LT. LU. LV. LW. LX. LY. LZ. MA. MB. MC. MD. ME. MF. MG. MH. MI. MJ. MK. ML. MM. MN. MO. MP. MQ. MR. MS. MT. MU. MV. MW. MX. MY. MZ. NA. NB. NC. ND. NE. NF. NG. NH. NI. NJ. NK. NL. NM. NN. NO. NP. NQ. NR. NS. NT. NU. NV. NW. NX. NY. NZ. OA. OB. OC. OD. OE. OF. OG. OH. OI. OJ. OK. OL. OM. ON. OO. OP. OQ. OR. OS. OT. OU. OV. OW. OX. OY. OZ. PA. PB. PC. PD. PE. PF. PG. PH. PI. PJ. PK. PL. PM. PN. PO. PP. PQ. PR. PS. PT. PU. PV. PW. PX. PY. PZ. QA. QB. QC. QD. QE. QF. QG. QH. QI. QJ. QK. QL. QM. QN. QO. QP. QQ. QR. QS. QT. QU. QV. QW. QX. QY. QZ. RA. RB. RC. RD. RE. RF. RG. RH. RI. RJ. RK. RL. RM. RN. RO. RP. RQ. RR. RS. RT. RU. RV. RW. RX. RY. RZ. SA. SB. SC. SD. SE. SF. SG. SH. SI. SJ. SK. SL. SM. SN. SO. SP. SQ. SR. SS. ST. SU. SV. SW. SX. SY. SZ. TA. TB. TC. TD. TE. TF. TG. TH. TI. TJ. TK. TL. TM. TN. TO. TP. TQ. TR. TS. TT. TU. TV. TW. TX. TY. TZ. UA. UB. UC. UD. UE. UF. UG. UH. UI. UJ. UK. UL. UM. UN. UO. UP. UQ. UR. US. UT. UU. UV. UW. UX. UY. UZ. VA. VB. VC. VD. VE. VF. VG. VH. VI. VJ. VK. VL. VM. VN. VO. VP. VQ. VR. VS. VT. VU. VV. VW. VX. VY. VZ. WA. WB. WC. WD. WE. WF. WG. WH. WI. WJ. WK. WL. WM. WN. WO. WP. WQ. WR. WS. WT. WU. WV. WW. WX. WY. WZ. XA. XB. XC. XD. XE. XF. XG. XH. XI. XJ. XK. XL. XM. XN. XO. XP. XQ. XR. XS. XT. XU. XV. XW. XX. XY. XZ. YA. YB. YC. YD. YE. YF. YG. YH. YI. YJ. YK. YL. YM. YN. YO. YP. YQ. YR. YS. YT. YU. YV. YW. YX. YY. YZ. ZA. ZB. ZC. ZD. ZE. ZF. ZG. ZH. ZI. ZJ. ZK. ZL. ZM. ZN. ZO. ZP. ZQ. ZR. ZS. ZT. ZU. ZV. ZW. ZX. ZY. ZZ.

a. Seller is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, and Buyer will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Seller has full power to transfer the Membership Interest to Buyer without obtaining the consent or approval of any other person (other than Go Global and/or Carlos, each of whom by their respective signatures consents to all of the transactions contemplated by the this Agreement and the Recitals set forth above) or governmental authority and there is no existing impediment to the sale and transfer of such Membership Interest from Seller to Buyer.

c. The Company is duly organized and validly existing under and by virtue of, and is in good standing under, the laws of the State of Nevada.

d. Attached hereto as Exhibit "E" and incorporated herein by this reference is a summary of all information ("Diligence Information") provided to Buyer and upon which Buyer is relying in entering into this Agreement.

The representations and warranties of Seller contained in this Agreement shall survive the Closing hereof and shall continue in full force and effect.

5. Representations of Buyer. Buyer represents and warrants to Seller as follows:

a. Buyer has not requested any information, financial or otherwise, concerning the Company other than as provided in Section 4 above.

b. Seller has made no representations to Buyer concerning revenues, income, sale, expenses and/or profits of the Company, other than set forth in the Exhibits referenced in Section 4 above or other than as set forth in the Exhibits to this Agreement.

Ch S.R.
Purchase Agreement 11.doc
REVISED
27 OCT 2007

c. Buyer is entering into this Agreement based upon Buyer's own investigation and knowledge of the business without reliance upon, and makes no reliance upon, any statements, assertions, or documents or reports from Seller other than as incorporated in this Agreement.

d. Buyer makes the following "Investment Representations" upon which Seller is relying:

(i) Buyer is acquiring the Membership Interest for investment for Buyer's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

(ii) Buyer understands that the Membership Interest to be purchased has not been registered under the 1933 Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(2) thereof which depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

(iii) Buyer is experienced in evaluating and investing in recently organized companies such as the Company, is able to fend for itself in the transactions contemplated by this Agreement, has such knowledge and experience in financial business matters as to be capable of evaluating the merits and risks of its investment, has the ability to bear the economic risks of its investment and the ability to accept highly speculative risks and is prepared to lose the entire investment in the Company. Buyer has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and to review the Company's facilities.

(iv) Buyer understands that the Membership Interest may not be

S.R. Pt. 9
Purchase Agreement 11.doc
2004/2005
6 of 27

sold, transferred, or otherwise disposed of without registration under the 1933 Act or pursuant to an exemption therefrom, and that in the absence of an effective registration statement covering the Membership Interest or an available exemption from registration under the 1933 Act, the Membership Interest must be held indefinitely. In particular, Buyer is aware that the Membership Interest may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(v) Buyer has a preexisting business or personal relationship with the Company or one of its managers or controlling persons, or by reason of Buyer's business or financial experience or the business or financial experience of its or its professional advisor(s) who are unaffiliated with and who are not compensated by Company or any affiliate or selling agent of Company, directly or indirectly, Buyer has, or could be reasonably assumed to have, the capacity to protect Buyer's own interests in connection with the purchase of the Membership Interest pursuant to this Agreement.

S.R.
A
H
Ae
Tues 11/2
30 Oct 2009
7:04 27

(vii) Seller and Company have made available to Buyer at a reasonable time prior to the date hereof the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which Seller or the Company possess or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of any information provided to Buyer.

(viii) Buyer's overall commitment to investments which are not readily marketable is not disproportionate to Buyer's net worth and the acquisition of the Membership Interest will not cause such overall commitment to investments which are not readily marketable to be disproportionate to the net worth of Buyer and the Buyer's acquisition of the Membership Interest will not cause such overall commitment to become excessive.

(x) Buyer represents and warrants that the Buyer has been urged to consult separate counsel in connection with the purchase of the Membership Interest and that if Buyer chooses not to consult with counsel that Buyer is competent to understand and interpret this Agreement and all exhibits attached hereto and further represents and warrants that Buyer has not relied upon any statements, advice or opinions of counsel for Seller.

S.R.
DR
TCOS LLC
Membership Number
20 408 2008
8 of 27

(xi) Buyer agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest or any part thereof, in violation of the Act, the Nevada Securities Act (and all rules and regulations promulgated under either act) or the Operating Agreement.

(xii) Buyer further agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of the Membership Interest until:

(a) One of the following events has occurred: (i) The Company has received a written opinion of counsel, in form and substance satisfactory to the Company to the effect the contemplated disposition will not violate the registration and prospectus delivery provisions of the Act or any applicable state securities laws, or (ii) the Company shall have been furnished with a letter from the SEC in response to a written request thereto setting forth all of the facts and circumstances surrounding the contemplated disposition, stating that the staff of the SEC will not recommend to the SEC that it take any action with regard to the contemplated disposition, or (iii) the Membership Interest are disposed of in conformity with a registration statement under the Act which has been filed with and declared effective by the SEC and qualified under the applicable state securities laws;

(b) All applicable requirements of any applicable state securities laws have been met; and

(c) There has been compliance with all applicable provisions of the Operating Agreement.

(xiii) Buyer agrees that any certificates evidencing the Membership Interest shall bear the following legend:

Off
S.R.
TEU use
membership
30 Oct 2007
9 Oct 27
Purchase Agreement11.doc

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("ACT") OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES. THE RESTRICTED SECURITIES HAVE BEEN ACQUIRED FOR THE HOLDER'S OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THEM. RESTRICTED SECURITIES MUST BE HELD INDEFINITELY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND ARE QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL FOR THE HOLDER IS DELIVERED TO THE COMPANY, WHICH OPINION SHALL, IN FORM AND SUBSTANCE BE SATISFACTORY TO THE COMPANY AND SHALL STATE AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE.

(xiv) Buyer agrees to indemnify and hold harmless Seller, and all of the other parties hereto, or anyone acting on their behalf, from and against all damages, losses, costs, and expenses (including reasonable attorney fees) which they may incur by reason of the failure of Buyer to give full and accurate information herein or in connection with this investment.

(xv) Buyer understands that the effect of the foregoing representations, warranties and agreements is that:

(a) Because the Membership Interest (i) has not been registered under the Act or the Nevada Securities Act, and, therefore, cannot be sold unless they are registered under the Act or an exemption from such registration is available, (ii) presently has no public market and there is no current prospect for the creation of such a market in the foreseeable future, and (iii) is subject to certain transfer restrictions pursuant to the Operating Agreement, the ability of the Buyer to sell or otherwise transfer the Membership Interest, or any part thereof, is substantially restricted and the Buyer cannot expect to be able to liquidate the investment of the Buyer in case of an emergency or, possibly, at any time;

SR *OK* *He*
200 LLC
membership number
725 011 2203
10/1/27

a. by Seller to Buyer of evidence of a one-sixth (1/6th) Membership Interest in the Company in the form of a Membership Certificate in the form attached hereto as Exhibit "G" and incorporated herein by this reference.

b. Buyer to Seller of the Consideration in the form of a Wire Transfer, Cashier's Check or other instrument(s) satisfactory to Seller.

The Closing shall take place on the effective date of this Agreement as set forth on page 1 hereof.

8. Further Agreements Among Certain of the Parties. The parties hereto further agree as follows:

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

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

c. Seller shall defend, indemnify and hold Buyer harmless from any and all the claims of Eddyline Investments, LLC, Ray Family Trust, Nanyah Vegas, LLC and Antonio Nevada, LLC, each of whom invested or otherwise advanced the funds, plus certain possible claimed accrued interest

(i) It is the current intention of Seller that such amounts be

confirmed or converted to debt, with no obligation to participate in capital calls or monthly payments, a pro-rata distribution at such time as the Company's real property is sold or otherwise disposed of. Regardless of whether this intention is realized, Seller shall remain solely responsible for any claims by the above referenced entities set forth in this section above.

(ii) The "pro-rata distributions" hereinabove referenced shall mean equal one-third shares pursuant to the ownership set forth in Section 3 above, provided that any amounts owing to those entities set forth on Exhibit "D", or who shall otherwise claim an ownership interest based upon contributions or advances directly or indirectly to the Company made prior to the date of this Agreement, shall be satisfied solely by Seller.

(iii) Wherever in this Agreement, one party (the "Indemnitor") has undertaken to defend, indemnify or hold harmless another (an indemnitee), the Indemnitor shall indemnify the indemnitee and their respective officers, employees, directors, shareholders, successors, agents, licensees, sponsors and assigns (individually and collectively, the "Indemnitee") from any and all claims, demands, lawsuits, proceedings, losses, costs, damages, debts, obligations and liabilities of any nature whatsoever (including attorneys' fees reasonably incurred, costs, expenses, judgments for all types of monetary relief, fines, and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the subject matter of the indemnification. All such claims, demands, etc., shall be referred to in this section by the term "Claim" or "Claims." From the first notification of the Claim and thereafter, Indemnitor shall pay for the defense of the Indemnitee against the entire Claim. Indemnitee may elect to utilize defense counsel provided by Indemnitor or may in Indemnitee's sole discretion elect

legal counsel of Indemnitee's choice, which shall be paid for by Indemnitor. If Indemnitor does not unconditionally and immediately indemnify the Indemnitee with respect to any Claim, the Indemnitee shall have the right, without waiving any other right or remedy otherwise available to the Indemnitee, to adjudicate or settle any such Claim in its sole discretion and at Indemnitor's sole expense.

d. Go Global and Carlos shall defend, indemnify and hold Seller harmless from and against any potential claimants other than as set forth in Section 8(c) above, unless such potential claimant claims to have unilaterally dealt exclusively with Seller.

e. Seller and Buyer each agree to satisfy the monthly payments required pursuant to the New Loan documentation, as well as for payment of taxes, insurance, professional fees and other operating expenses as may arise in the future relative to the Company's operations, marketing or other activities (and one-third of such obligations shall be paid by the Flangas Trust and will be referenced in the Flangas Trust Membership Interest Purchase Agreement).

f. The amounts payable by Seller in regard to the Eldorado Expenses, and the amounts payable by each of the owners as hereinabove set forth in subsection (e) above shall be additional paid-in capital contributions and so reflected on the books and records of the Company.

CH
SL
TELO LLC
MEMBERSHIP INTEREST
20 OCT 2010
14:56 27

g. Go Global and Carlos hereby resign from any and all managerial or officerial positions in the Company, effective immediately upon Closing of the transactions contemplated by this Agreement and the other agreements referenced in the Recitals to this Agreement ("Form of Resignation"). The form of Resignation is attached hereto as Exhibit "H" and incorporated herein by this reference. The parties agree that Seller may transfer Seller's ownership interest in the Company to one or more of the entities set forth in Exhibit "D" to satisfy any claims such entity may have. Go Global and Carlos hereby agree to promptly deliver to Seller at the address noted in Section 9(a) below, all books and records (including checkbooks, Company records and other materials related to the Company) promptly after Closing.

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

i. In the event that the FDIC fails to consummate the transactions contemplated in the New Loan Documentation as set forth in Exhibit "B" hereto, this Agreement

SR
OF
An
150427

shall be null and void, and all moneys paid by Teld, LLC and the Plungas Trust shall be returned to those parties.

9. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Buyer: Teld, LLC
c/o Pete Eliades
1531 Las Vegas Boulevard, South
Las Vegas, Nevada 89104

If to Seller: The Rogich Family Irrevocable Trust
c/o Sigmund Rogich
3883 Howard Hughes Parkway, Ste. 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction

S.R. *TELD LLC*
Manager, Plungas Trust
2008
10/01/08

of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorneys' fees incurred in the negotiation and preparation of this Agreement and any related documents. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, however, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement. This Agreement, including all exhibits hereto, sets forth the entire understanding of the parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. In the event of any conflict between any exhibits or schedules attached hereto, this Agreement shall control.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

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

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiated Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance

[Handwritten signatures and notes]
Purchased Agreement | doc
30 Oct 2008
18 Oct 27

with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

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

"BUYER"
Telo, LLC

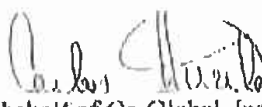
By:  Peter Eltiades, Managing Member

By:  Peter Eltiades, Managing Member



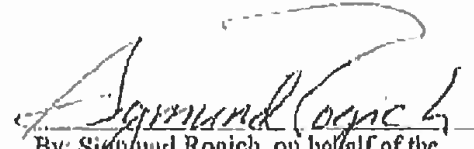
Peter Eltiades, as an individual

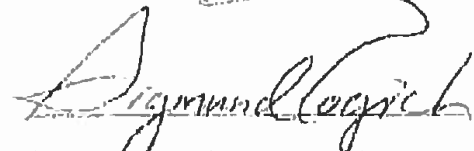
Go Global, Inc.

 Carlos Huerta, on behalf of Go Global, Inc.

"SELLER"

The Rogich Family Irrevocable Trust


By: Sigmund Rogich, on behalf of the
Rogich Family Irrevocable Trust



Sigmund Rogich, as an individual


Carlos Huerta, as an individual

EXHIBIT "A"

**Preliminary Title Report from Nevada Title Company dated as of September 22, 2008
("Preliminary Report")**

[See Attached]

Blank

Off
J.R.
Tao LLC
Planning member
Oct - 2008
2008 06 27

EXHIBIT "B"

**Renewal, Extension, Modification, and Ratification of Note and Deed of Trust
("New Loan Documentation")**

[See Attached]

Blank

OK
S. K.
TED D. LEE
Member
30 OCT 2004
21 of 27
Purchase Agreement 11.doc

EXHIBIT "C"
Subscription Agreement

[See Attached]

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]
1000 LLC
30 OCT. 2008
22 Oct 07
Purchase Agreement[1].doc

EXHIBIT "D"

QUALIFICATION OF REPRESENTATIONS
OF SELLER

Seller confirms that certain amounts have been advanced to or on behalf of the Company by certain third parties, as referenced in Section 8 of the Agreement. Seller shall endeavor to convert the amounts advanced into non-interest bearing promissory notes for which Seller shall be responsible. Regardless of whether the amounts are so converted, Seller shall defend, indemnify and hold harmless the Company and its members for any claims by the parties listed below, and any other party claiming interest in the Company as a result of transactions prior to the date of this Agreement against the Company or its Members.

| | | |
|----|--|----------------|
| 1. | Eddylinc 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/Jakob | \$3,360,000.00 |

Blank

S.R. Off
TCO LLC
promissory number
2005 2005
73 at 27

EXHIBIT "E"

Diligence Information

[Need to list all information provided to Buyer]

1. Articles of Organization
2. Operating Agreement
3. Certain financial information concerning the Company (to be specified or attached)
4. Certain real property descriptive information

Blank

OK
SR
120 LLC
11/11/11
24 or 27

EXHIBIT "T"

Agreement to be Bound by Amended and Restated Operating Agreement

The undersigned, upon Closing of the Membership Interest Purchase Agreement to which this Agreement to be Bound is an Exhibit, hereby agrees by execution of this Agreement to be Bound, to become a party to and bound by the Company's Amended and Restated Operating Agreement ("Amended and Restated Operating Agreement"), a copy of which is also attached to this Agreement.

DATED effective the 30 day of October, 2008.

"BUYER"

Teld, LLC

By: Aristotenis Eliades, Managing Member

By: Dolores Eliades, Managing Member

30 Oct. 2008

"SELLER"

Rogich Family Irrevocable Trust

By: Sigmund Rogich, Trustee

TELO LLC
Managing Member
30 Oct 2008
25 Oct 2008

BLANK PAGE

S.R.

JS

TERO LLC
KANSAS CITY, MO
20 OCT 2007
26 of 27

EXHIBIT "G"

MEMBERSHIP CERTIFICATE

of
ELDORADO HILLS, LLC,
a Nevada limited-liability company

Member: Teld, LLC
Capital Account: Five Hundred Thousand Dollars (\$500,000.00)
Ownership Interest: One-Sixth (1/6th)

KNOW ALL MEN BY THESE PRESENTS: That Teld, LLC ("Buyer") has purchased a one-sixth (1/6th) ownership interest (the "Interest") in Eldorado Hills, LLC, a Nevada limited-liability company (the "Company"), for the sum of five hundred thousand dollars (\$500,000.00). This certificate is being issued subject to the representations and warranties of Buyer made in that certain Membership Interest Purchase Agreement executed on even date herewith, and pursuant to representations and warranties made in a Subscription Agreement directly with Company, all of which representations and warranties are incorporated herein by this reference.

Without limiting the last sentence of the first paragraph above, Buyer confirms that the Interest represented by this certificate has not been registered under the Securities Act of 1933 (the "Act") or under the securities laws of any state or other jurisdiction ("Blue Sky Laws"). The Interest has been acquired for investment and may not be sold or transferred in the absence of (i) an effective registration statement covering the Interest under the Act and, if requested by the Company an opinion of counsel satisfactory to the Company to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with, or (ii) an exemption from registration under the Act and, if required by the Company a favorable opinion of counsel satisfactory to the Company as to the availability of such exemption and to the effect that all requirements under the Blue Sky Laws applicable to the sale or transfer have been complied with.

Any sale, assignment, transfer, pledge or other disposition of the Interest is further restricted by, and subject to the recitative legend on the reverse of this Certificate and the terms and provisions of the Operating Agreement of the Company, a copy of which is on file at the Registered Office or Records Office of the Company. By acceptance of this Membership Certificate, the holder hereof warrants that the holder has executed the Operating Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, this Membership Certificate is executed as of the 20th day of October, 2008.

"MANAGER & MEMBER"

Go Global, Inc.


Carlos Huerta, on behalf of Go Global, Inc.

"MANAGER & MEMBER"

The Rogich Family Irrevocable Trust

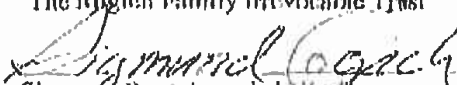
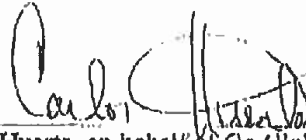

Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

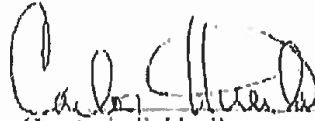
EXHIBIT "H"

Form of Resignation

THE UNDERSIGNED does hereby resign from any and all positions which the undersigned may hold as an officer, manager or other representative of Eldorado Hills, LLC a Nevada limited-liability company (the "Company"). This Resignation is effective as of the closing of that certain Membership Interest Purchase Agreement to which this Resignation is attached as an Exhibit.



Carlos Huerta, on behalf of Eldorado Hills, Inc.



Carlos Huerta, individually

S.R.
TERRA LLC
Managing Member
30 OCT 2008
10:2

Paradise Apartments 11.1.doc

EXHIBIT "T"
Amended and Restated Operating Agreement

Blank

SP
P.H.
TED LLC
Managing Member
26 Oct 2008
2 of 2

EXHIBIT 12

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigmund Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Eliades Survivor Trust of 10/30/08" or "Eliades" or "Assignee") (each a "Party" and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

- A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.
- H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.
- I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogioh hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the Membership Interest from Rogioh, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Eliades to Rogioh for the Membership Interest shall be the sum of \$682,080.00.

3. Representations of Rogioh. Rogioh represents and warrants to Eliades as follows:

a. Rogioh is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogioh will cause the satisfaction of the Teld note at Closing and Eliades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogioh has full power to transfer the Membership Interest to Eliades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogioh to Eliades, other than the consent of Teld, LLC.

c. Rogioh has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Eliades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Eliades Survivor Trust of 10/30/08:

The Eliades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties thereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

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 provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Issuance: Time is of the essence of this Agreement and all of its provisions,

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"TELD"


By: Peter Eliades, Managing Member

"THE ROCHON 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, As Trustee

"THE ELIADES SURVIVOR TRUST of 10/30/08"



By: Peter Eliades, Its Trustee

EXHIBIT 13

ELIADES FAMILY PURCHASE

#1

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

This Operating Agreement (the "Agreement") of Eldorado Hills, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of October 1, 2008 (the "Effective Date"), by The Rogich Family Irrevocable Trust (the "Rogich Trust"), Albert M. Plangas Revocable Living Trust w/d July 22, 2005 (the "Plangas Trust") and Teld, LLC ("Teld") (collectively, the "Members") with reference to the recitals set forth below.

RECITALS

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

[Handwritten signatures and stamps]
Teld, LLC
10/1/08
R10098

JA_007461

Agreement. "Agreement" means this Operating Agreement.

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

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

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

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

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

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

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

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

NRS. "NRS" means the Nevada Revised Statutes.

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

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

RT0099
20 OCT 2008
13
S.P.

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

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

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

ARTICLE II INTRODUCTORY MATTERS

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

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

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

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

W. J. [Signature]
RT0100
J.R.

ARTICLE III CAPITAL CONTRIBUTIONS

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

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

ARTICLE IV PROFITS AND LOSSES; INDEMNIFICATION

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

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

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

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

[Handwritten signature]
20 OCT 2006
1494 11 12
RT0101, R.

ARTICLE V DISTRIBUTIONS

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

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

ARTICLE VI MEMBERSHIP

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

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

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

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

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

[Handwritten signature]
20 Oct 2008
5 of 14
RT0102 S.R.

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

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

ARTICLE VII MANAGEMENT

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

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

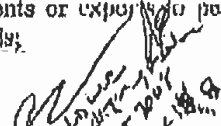
7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of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

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

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

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

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

 RT9103 SK

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

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

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

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

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

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

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

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

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

Handwritten: RT0104 G.R.
Handwritten: 7/21/14

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

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

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

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

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

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

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

Handwritten:
also see
involving matter
30 Oct 2008
8 Oct 2017

RT0195

Handwritten: S.R.

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

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

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

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

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

**ARTICLE IX
LIABILITY, EXCULPATION AND INDEMNIFICATION**

9.1 Exculpation.

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

[Handwritten signatures and initials]
RT0106

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

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

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

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

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

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

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

Handwritten note:
Noted
2010-01-20
10-01-09

RT010

Handwritten signature

**ARTICLE X
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

Handwritten:
A2
TODD LEE
11/11/2008
11/11/08

RT0108

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

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

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

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

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

AS
Takes the
necessary action
20th Nov
12 at 13

RT0100
S.R.


ARTICLE XI
SUPERSEDING PROVISIONS

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


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

"MEMBERS"

The Rogich Family Irrevocable Trust



Sigmund Rogich, on behalf of
The Rogich Family Irrevocable Trust

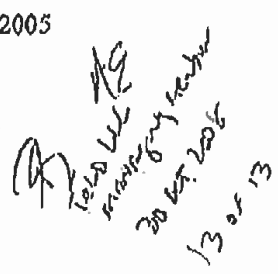
Teld, LLC


Aristotellis Blindes, Managing Member


Dolores Blindes, Managing Member 700 d 2006

Albert E. Plangas Revocable Living Trust u/a/d July 22, 2005


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


Teld LLC
Managing Member
2006
13 of 13

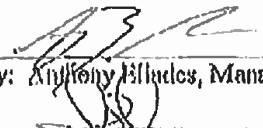
RT0110


10. Rights and Remedies Cumulative. All rights and remedies provided to Lender or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

BORROWER:

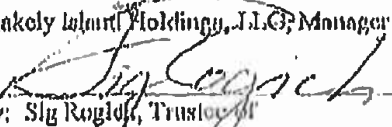
Upshot Entertainment, LLC

Golden Hills LLC, Manager

By:  Aristotolia Blades, Managing Member

By:  Aristotolia Blades, Managing Member

Blakely Island Holdings, LLC, Manager

By:  Sig Rogich, Trustee of
The Rogich Family Trust, Manager of
Blakely Island Holdings, LLC

HOLDER:

Blakely Island Holdings, LLC

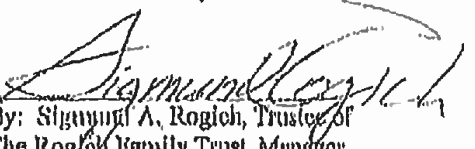
By:  Sigmund A. Rogich, Trustee of
The Rogich Family Trust, Manager

EXHIBIT 14

In the Matter Of:

A-16-746239-C

NANYAH VEGAS

VS

TELD, et al.

YOAV HARLAP

October 11, 2017



702-805-4800
scheduling@envision.legal

DISTRICT COURT

CLARK COUNTY, NEVADA

CERTIFIED COPY

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

Plaintiffs,

Case No.:

A-13-686303-C

vs.

Dept. No.: XXVII

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,

Case No.:

A-16-746239-C

vs.

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

DEPOSITION OF:

YOAV HARLAP

TAKEN ON:

OCTOBER 11, 2017

Defendants.

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

Page 2

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

DEPOSITION OF YOAV HARLAP, held at

Fennemore Craig, P.C., located at 300 South Fourth

Street, Suite 1400, Las Vegas, Nevada, on Wednesday,

October 11, 2017, at 9:45 a.m., before Monice K.

Campbell, Certified Court Reporter, in and for the

State of Nevada.

APPEARANCES:

For the Plaintiff:

FENNEMORE CRAIG, P.C.

BY: SAMUEL S. LIONEL, ESQ.

300 S. Fourth Street, Suite 1400

Las Vegas, Nevada 89101

(702) 692-8000

slionel@fclaw.com

For the Defendants:

ROBISON, SIMONS, SHARP & BRUST

A Professional Corporation

BY: MARK A. SIMONS, ESQ.

71 Washington Street

Reno, Nevada 89503

(775) 329-3151

msimons@rssblaw.com

Also Present:

MELISSA OLIVAS

* * * * *

Page 4

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 11, 2017

9:45 A.M.

* * * * *

{Counsel agreed to waive the court

reporter's requirements under Rule

30(b)(4) of the Nevada Rules of Civil

Procedure.}

Whereupon,

YOAV HARLAP,

having been sworn to testify to the truth, the whole

truth, and nothing but the truth, was examined and

testified under oath as follows:

EXAMINATION

BY MR. LIONEL:

Q. What is your name?

A. Yoav Harlap.

Q. Where do you live, Mr. Harlap?

A. Israel.

Q. What city?

A. Herzliya, H-E-R-Z-I-L-Y-A.

Q. Have you ever had your deposition taken

before?

A. No.

Q. Do you know what a deposition is?

Page 3

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

INDEX

EXAMINATION

By Mr. Lionel

Huerta vs. Rogich

Deposition of Yoav Harlap

Taken on October 11, 2017

EXHIBITS

NUMBER

PAGE

1

Notice of Taking Deposition and

Request for Production of

Documents

5

2

10/30/28 Purchase Agreement Between

Go Global, Huerta and The Rogich

Family Trust, RT0023 through RT0033

17

3

Membership Interest Purchase Agreement,

RT0034 through RT0062

19

4

Membership Interest Purchase Agreement,

RT0063 through RT0091

20

5

Nanyah Vegas's First Amended Answers

to Defendants' First Set of

Interrogatories

34

6

Complaint

95

Page 5

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

A. I have been explained briefly by my

attorney.

Q. I'm having trouble hearing you.

A. I have been explained to by --

Q. It was explained to you by your lawyer?

A. Yes.

Q. Let me give you a little more additional

explanation. I'm going to ask you questions which

you are going to answer. The reporter, if everything

works, will transcribe them into a booklet which will

be delivered to you. You will have a right to look

at it and see whether the answers are okay or whether

you want to change them. You have a right to change

them, but if you change them, I have a right to

comment on the change if this case goes to trial.

Do you know of any reason why you cannot

have your deposition taken today?

A. No.

MR. LIONEL: Miss Reporter, would you mark

that as first exhibit.

(Exhibit Number 1 was marked.)

BY MR. LIONEL:

Q. Let the record show that Exhibit 1 has

been given to the witness. It is a notice of taking

deposition and request for production of documents.

| | |
|--|--|
| <p style="text-align: right;">Page 6</p> <p>1 Mr. Harlap, have you ever seen that</p> <p>2 document before?</p> <p>3 A. Not that I recall.</p> <p>4 Q. You notice that the document requests that</p> <p>5 you bring to your deposition certain documents which</p> <p>6 are set forth. Did you bring any of those documents?</p> <p>7 A. I did not bring with me right now any</p> <p>8 documents or documents that I had that were given</p> <p>9 before to my attorney.</p> <p>10 Q. Do you have documents -- some of these</p> <p>11 documents?</p> <p>12 A. I might have copies of what my attorney</p> <p>13 has sent me.</p> <p>14 MR. SIMONS: Just so the record's clear,</p> <p>15 your request for production of documents is</p> <p>16 defective. Also, Mr. Harlap is appearing in his</p> <p>17 individual capacity. If you're going to request</p> <p>18 documents from this individual, you'll need to do a</p> <p>19 proper subpoena on this individual.</p> <p>20 MR. LIONEL: Why is the request improper?</p> <p>21 MR. SIMONS: Because under the rules,</p> <p>22 there's a time period within which to respond, as you</p> <p>23 know. This subpoena -- this notice, to the extent it</p> <p>24 would be classified as a request for production of</p> <p>25 documents, doesn't comply with the time requirements</p> | <p style="text-align: right;">Page 8</p> <p>1 A. I assume I have historical copies of my</p> <p>2 money transfer to Eldorado Hills as my investment.</p> <p>3 Q. Anything else?</p> <p>4 A. Not that I recall, but I cannot say</p> <p>5 offhand.</p> <p>6 Q. You might have?</p> <p>7 A. Very slim chance. It was -- there were</p> <p>8 very few papers there initially.</p> <p>9 Q. Do you have a file with respect to</p> <p>10 Eldorado Hills?</p> <p>11 A. No.</p> <p>12 Q. Do you have a file with respect to your</p> <p>13 investment that you are suing about?</p> <p>14 A. Only the very few documents that had to do</p> <p>15 with -- which mostly I got later on. I think there</p> <p>16 was -- there might have been a paper there initially</p> <p>17 for the Canamex which was not relevant anymore. And</p> <p>18 maybe my accounting lady, but not with me, but with</p> <p>19 her, might have copies of my money transfer to</p> <p>20 Eldorado Hills as my investment.</p> <p>21 Q. What did you have with respect to Canamex?</p> <p>22 A. There were some drawings that I remember</p> <p>23 seeing once very many years ago, initially some</p> <p>24 drawings of where it is. That's about it.</p> <p>25 Q. When you say "that's about it," that's the</p> |
| <p style="text-align: right;">Page 7</p> <p>1 under the rules.</p> <p>2 MR. LIONEL: You have not objected on the</p> <p>3 record with respect to the notice and effectively</p> <p>4 it's the second you've gotten.</p> <p>5 MR. SIMONS: I understand. But I don't</p> <p>6 have to object if it's defective on its face.</p> <p>7 BY MR. LIONEL:</p> <p>8 Q. Mr. Harlap, do you have a file with</p> <p>9 documents with respect to Eldorado Hills, LLC?</p> <p>10 A. The documents that I have were all copies</p> <p>11 of documents that I got from the attorney or he had</p> <p>12 before.</p> <p>13 Q. I'm asking you about a time before you had</p> <p>14 this attorney. I'm asking you --</p> <p>15 A. I had very few documents. They were all</p> <p>16 sent to my attorney.</p> <p>17 Q. Do you have any documents now in your</p> <p>18 office with respect to Eldorado Hills?</p> <p>19 A. Copies of the interrogatories papers, my</p> <p>20 deposition, et cetera, I do have that, yes.</p> <p>21 Q. You do have the Answers to</p> <p>22 Interrogatories?</p> <p>23 A. Yes.</p> <p>24 Q. What else do you have with respect to</p> <p>25 Eldorado Hills?</p> | <p style="text-align: right;">Page 9</p> <p>1 best you believe you have?</p> <p>2 A. That's the best I believe I have.</p> <p>3 Q. Do you have any documents with respect to</p> <p>4 Carlos Huerta?</p> <p>5 A. No.</p> <p>6 Q. Do you have communications with Carlos</p> <p>7 Huerta back in 2007?</p> <p>8 A. Carlos Huerta came over initially to my</p> <p>9 house, so it was verbal.</p> <p>10 Q. I'm asking you whether you have any</p> <p>11 written documents.</p> <p>12 A. No.</p> <p>13 Q. Did you ever have emails from him?</p> <p>14 A. Oh, yeah, I had emails over the years, but</p> <p>15 mostly technical. For example, I had to have an</p> <p>16 American -- this was my first American investment,</p> <p>17 and so I needed an accountant, and I asked his</p> <p>18 assistance to find a local one because that was the</p> <p>19 only thing I had at the time here. So it didn't make</p> <p>20 sense for me to go and seek somebody else, so he gave</p> <p>21 me direction to somebody.</p> <p>22 Q. Did you have a number of emails from Mr.</p> <p>23 Huerta in 2007?</p> <p>24 A. I do not recall.</p> <p>25 Q. How about in 2008?</p> |

Page 10

1 A. I do not recall.

2 Q. Did you have any emails from him -- strike

3 that.

4 What kind of a file did you have with

5 respect to this matter?

6 A. Very few pages that I recall. I hardly

7 had any material regarding this matter. I had a

8 verbal agreement. I had a money transfer. That's

9 about it.

10 Q. I'm asking you about documents.

11 MR. SIMONS: He's answered.

12 THE WITNESS: I answered.

13 BY MR. LIONEL:

14 Q. Do you have any documents with respect to

15 Go Global in your file?

16 A. Not that I recall.

17 Q. Do you know who Go Global is?

18 A. Go Global, as far as I recall, is Carlos

19 Huerta.

20 Q. His company?

21 A. I think so.

22 Q. Do you have an operating agreement for

23 Nanyah Vegas?

24 A. What is an operating agreement?

25 Q. You don't know what it is?

Page 11

1 A. No.

2 Q. You had an accountant, you say, here in

3 Las Vegas?

4 A. Yes.

5 Q. Do you still have an accountant here?

6 A. Not anymore. I moved from his services a

7 few months ago.

8 Q. Is that Dustin Lewis?

9 A. No. His name was Brent Barlow.

10 Q. Did you ever talk to Dustin Lewis?

11 A. I don't even know who he is.

12 Q. Have you now told me, to the best of your

13 recollection, what documents you had?

14 A. I just did.

15 Q. What did you do to prepare for this

16 deposition?

17 A. I read my deposition. I read the

18 interrogatory questions. I saw the agreement,

19 refreshed my memory regarding the agreement of my --

20 of the agreement that showed my due interest in

21 Eldorado Hills and the fact that I will -- I am a

22 claimant for Eldorado Hills. That's it.

23 Q. What documents did you look at with

24 respect to Eldorado Hills?

25 A. Well, the agreement that supposedly sold

Page 12

1 the rights, if I recall -- if this is what you call

2 this document that was signed, I think, between Sig

3 Rogich and his partners. Whatever was part of the

4 file that was submitted to court.

5 Q. Where did you look at this?

6 A. I looked at it over the Internet.

7 Q. Firm?

8 A. On the computer, on the email. Not email,

9 on the questions that I --

10 MR. SIMONS: I think he -- Counsel, I

11 think he's explaining the complaint.

12 MR. LIONEL: I'd like to hear his

13 explanation, Counsel.

14 MR. SIMONS: Go ahead. Do you have a

15 question?

16 BY MR. LIONEL:

17 Q. Sure. Tell me again what that document is

18 you looked at.

19 A. As far as I recall, there were a bunch of

20 documents that were passed between my attorney and

21 myself in regards to what we submitted to court in

22 respect of this lawsuit.

23 Q. When did you look at these?

24 A. At the time when I had to -- when I was

25 instructed by my attorney to go over it.

Page 13

1 Q. When was this?

2 A. A few months ago. When I was summoned,

3 when we tried to make the dates for here.

4 Q. And these are documents that you have at

5 your office?

6 A. I don't have physically even one document.

7 There are some documents that were in an email --

8 which were sent to me by email.

9 Q. By whom?

10 A. By my attorney.

11 Q. And you still have these documents?

12 A. I suppose so.

13 Q. Well, you just looked at them, didn't you?

14 A. Yeah.

15 MR. SIMONS: He said a few months ago.

16 THE WITNESS: A few months ago.

17 BY MR. LIONEL:

18 Q. You haven't looked at them in the last

19 month?

20 A. No.

21 Q. Did you look at any contracts in the last

22 month?

23 A. No.

24 Q. Just the documents the attorney sent you?

25 A. Correct.

| | |
|--|---|
| <p style="text-align: right;">Page 14</p> <p>1 Q. You didn't look at any documents that you 2 had since 2007 or 2008?</p> <p>3 A. No.</p> <p>4 Q. Did you prepare with anyone? Did you 5 prepare with your attorney?</p> <p>6 A. I think that what I have spoken with my 7 attorney is privileged information.</p> <p>8 Q. I'm not asking you for the information. 9 I'm asking you whether you spoke with him in 10 preparing.</p> <p>11 A. We briefly spoke about the process that 12 I'm going to go through like you have explained to me 13 this morning.</p> <p>14 Q. When did you do that with your attorney?</p> <p>15 A. Yesterday.</p> <p>16 Q. Did you see Mr. Huerta yesterday?</p> <p>17 A. No. Huerta, you mean, Carlos?</p> <p>18 Q. Carlos.</p> <p>19 A. No, I have not seen him this time, no.</p> <p>20 Q. When is the last time you saw him?</p> <p>21 A. When I saw you.</p> <p>22 Q. That ill-fated day?</p> <p>23 A. That was the last time I saw him and spoke 24 to him.</p> <p>25 Q. Did you speak with me?</p> | <p style="text-align: right;">Page 16</p> <p>1 Q. Carlos Huerta, he gave a deposition. Did 2 you look at that deposition?</p> <p>3 A. I've looked at all sorts of papers that 4 were there, but I don't recall which one is which. I 5 don't know.</p> <p>6 Q. I'm asking you specifically about --</p> <p>7 A. I can't answer. I don't know.</p> <p>8 Q. -- a deposition of Carlos Huerta.</p> <p>9 A. I do not know.</p> <p>10 Q. You don't know if you looked at it?</p> <p>11 A. No, I don't. There were a bunch of 12 papers. It was -- I mean, not physical but on the 13 computer, and I don't recall which paper is what.</p> <p>14 Q. You have no recollection you've ever seen 15 Carlos Huerta's deposition in this case?</p> <p>16 A. I might have. I don't know.</p> <p>17 Q. Are you familiar with the purchase 18 agreement?</p> <p>19 A. Which purchase agreement?</p> <p>20 Q. In this case. The purchase agreement 21 whereby Mr. Huerta got out of Eldorado.</p> <p>22 A. If I'm not mistaken, this is the purchase 23 agreement that says that -- that acknowledges the 24 potential claims of Nanyah Vegas through 25 \$1.5 million. If this is the document you refer to,</p> |
| <p style="text-align: right;">Page 15</p> <p>1 A. With him.</p> <p>2 Q. With him. I'm sorry. 3 Now, whenever I say "you," I want to -- 4 I'm talking about Nanyah Vegas. You understand that?</p> <p>5 A. I assume so.</p> <p>6 Q. And if I say just "Nanyah," also I'm 7 talking about Nanyah Vegas. We're on the same page 8 there?</p> <p>9 A. (Witness nodded head.)</p> <p>10 Q. Thank you.</p> <p>11 THE COURT REPORTER: Is that a "yes"?</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MR. LIONEL:</p> <p>14 Q. Are you familiar with your complaint in 15 this action?</p> <p>16 A. In a general way, yes.</p> <p>17 Q. When is the last time you looked at it?</p> <p>18 A. A few months ago.</p> <p>19 Q. You have not looked at it in the last few 20 months?</p> <p>21 A. Not in the last couple, no.</p> <p>22 Q. Where did you look at it? In Israel?</p> <p>23 A. I think I was in Greece, actually.</p> <p>24 Q. In Mykonos?</p> <p>25 A. Probably.</p> | <p style="text-align: right;">Page 17</p> <p>1 then yes.</p> <p>2 MR. LIONEL: Miss Reporter, would you mark 3 this as Exhibit 2. 4 (Exhibit Number 2 was marked.)</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. Let the record show the witness is looking 7 at Exhibit 2.</p> <p>8 A. Yes. I've seen this page. I've seen this 9 paper.</p> <p>10 Q. When's the last time you saw it before 11 today?</p> <p>12 A. Last night.</p> <p>13 Q. Last night?</p> <p>14 A. Yes.</p> <p>15 Q. Were you with your attorney preparing?</p> <p>16 A. Correct.</p> <p>17 Q. Are you familiar with the document?</p> <p>18 A. Generally, yes.</p> <p>19 Q. Prior to last night, when's the last time 20 you saw it?</p> <p>21 A. Months ago.</p> <p>22 Q. Hmm?</p> <p>23 A. Months ago.</p> <p>24 Q. Do you remember the occasion?</p> <p>25 A. No.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 18</p> <p>1 Q. That is a 2008 document. Did you see it</p> <p>2 in 2008?</p> <p>3 A. I do not know.</p> <p>4 Q. You don't know. You don't know or you</p> <p>5 don't remember?</p> <p>6 A. I don't remember.</p> <p>7 Q. But you don't know?</p> <p>8 A. I might have.</p> <p>9 Q. You might have. Okay.</p> <p>10 A. I might have, because I do remember</p> <p>11 vividly that Carlos have explained to me, if I'm not</p> <p>12 mistaken, over the phone, that my rights in the</p> <p>13 Eldorado Hills are secured and that the buyer of</p> <p>14 Eldorado Hills from him has taken the commitment to</p> <p>15 pay me or register my rights or pay me back my</p> <p>16 investment in Eldorado Hills.</p> <p>17 Q. When did Carlos tell you that?</p> <p>18 A. This was at the time when he explained to</p> <p>19 me that he has his own issues. He had to sell and</p> <p>20 that my rights remained there. But this is many</p> <p>21 years ago, so it's the best of my recollection from,</p> <p>22 you know, the telephone conversation that was going</p> <p>23 on.</p> <p>24 MR. LIONEL: Would you mark this as three,</p> <p>25 Miss Reporter.</p> | <p style="text-align: right;">Page 20</p> <p>1 A. This one I do not recall. I do not know.</p> <p>2 Q. That's fine.</p> <p>3 A. I may have. I may have not. I just don't</p> <p>4 remember.</p> <p>5 Q. Do you remember referenced in the</p> <p>6 complaint -- you did see the complaint?</p> <p>7 A. Yes, but it's a while ago -- I do not, you</p> <p>8 know --</p> <p>9 Q. Do you remember reference to the</p> <p>10 Flangas --</p> <p>11 A. I remember the name Flangas. I met this</p> <p>12 name somewhere.</p> <p>13 Q. Mark this as four, Miss Reporter.</p> <p>14 (Exhibit Number 4 was marked.)</p> <p>15 BY MR. LIONEL:</p> <p>16 Q. Mr. Harlap, have you seen that document</p> <p>17 before?</p> <p>18 A. I don't know. I might have. I might have</p> <p>19 not.</p> <p>20 Q. What's the basis for your claims in this</p> <p>21 case, Mr. Harlap?</p> <p>22 A. I have made an investment directly into</p> <p>23 Eldorado Hills, which was a real estate property</p> <p>24 outside of Las Vegas, shooting range, if I remember</p> <p>25 correctly, or part of it was a shooting range. I</p> |
| <p style="text-align: right;">Page 19</p> <p>1 (Exhibit Number 3 was marked.)</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. When did you say was the last time you</p> <p>4 looked at the complaint in this case?</p> <p>5 A. A while ago.</p> <p>6 Q. A while ago. Do you remember the</p> <p>7 reference to the Teld agreement in the complaint?</p> <p>8 A. I remember that there was something like</p> <p>9 that, yes.</p> <p>10 Q. Would you show Exhibit 3 to the witness,</p> <p>11 please.</p> <p>12 A. Teld is the Greek name guy, correct?</p> <p>13 Q. Yes.</p> <p>14 A. Eliades.</p> <p>15 Q. Look at Exhibit 3 and tell me the last</p> <p>16 time you saw it.</p> <p>17 MR. SIMONS: Objection to the extent he's</p> <p>18 never said he saw it.</p> <p>19 THE WITNESS: I do not even recall whether</p> <p>20 I saw it or not.</p> <p>21 BY MR. LIONEL:</p> <p>22 Q. You don't know whether or not you saw it?</p> <p>23 A. This one for sure, yes.</p> <p>24 Q. Let the record show the witness is</p> <p>25 referring to Exhibit 2.</p> | <p style="text-align: right;">Page 21</p> <p>1 knew that it was an area that would take some time to</p> <p>2 develop. A road would probably -- a main road would</p> <p>3 probably go by it at some point, and this area would</p> <p>4 be destined to be logistics hub for the expansion of</p> <p>5 Las Vegas.</p> <p>6 This, as far as I recall, was the general</p> <p>7 explanation when Carlos came to my house and pitched</p> <p>8 me the deal. I transferred the money to Eldorado</p> <p>9 Hills as per Carlos Huerta's wiring instructions.</p> <p>10 And as far as I was concerned, that was pretty much</p> <p>11 it.</p> <p>12 Q. What you said now is based upon what</p> <p>13 Carlos told you; is that correct?</p> <p>14 A. I believe that at the time he also showed</p> <p>15 me, as I told you, there was the talk about Canamex,</p> <p>16 an adjacent plot that was not possible to buy, and</p> <p>17 then he suggested that I go into the first lot that</p> <p>18 they've just bought, which was the Eldorado Hills.</p> <p>19 And I agreed to divert my money and transfer it to</p> <p>20 Eldorado Hills and do the deal with them and be</p> <p>21 involved with them on that deal.</p> <p>22 Q. You're talking about something which</p> <p>23 happened when?</p> <p>24 A. In 2007, 2008, something like that.</p> <p>25 Q. Is there any documentation with respect to</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 22</p> <p>1 that?</p> <p>2 A. The money transfer to Eldorado Hills, I</p> <p>3 think we have that.</p> <p>4 Q. Anything else?</p> <p>5 A. Nothing except the documents that I assume</p> <p>6 are part of this litigation.</p> <p>7 Q. You have documents with respect to the</p> <p>8 money transfer?</p> <p>9 A. Probably in my accountant's file. There</p> <p>10 are documents showing that I transferred that -- this</p> <p>11 on that date, the sum of one and a half million</p> <p>12 dollars to the account.</p> <p>13 Q. To what account?</p> <p>14 A. To the account -- Carlos Huerta, as far as</p> <p>15 I recall, it was an Eldorado Hills' account.</p> <p>16 Q. And that's what Carlos told you?</p> <p>17 A. Might have. I don't recall. But</p> <p>18 probably, I didn't talk to other people except him</p> <p>19 and Jacob Feingold in respect to this deal. They</p> <p>20 were the only people I knew that had to do with this</p> <p>21 deal. I never spoke to anybody else in respect to</p> <p>22 this deal.</p> <p>23 Q. Do you have any emails with respect to it?</p> <p>24 A. Not that I recall.</p> <p>25 Q. Any emails with respect to transferring</p> | <p style="text-align: right;">Page 24</p> <p>1 Q. Yes.</p> <p>2 A. Exhibit 2?</p> <p>3 Q. Yes.</p> <p>4 A. I'm familiar with this one.</p> <p>5 Q. But you're not familiar with three or</p> <p>6 four?</p> <p>7 A. I'm not sure.</p> <p>8 Q. Does Exhibit 2 have anything to do with</p> <p>9 your claim in this case?</p> <p>10 A. Absolutely.</p> <p>11 Q. What does it have to do?</p> <p>12 MR. SIMONS: Objection to the extent it</p> <p>13 calls for a legal conclusion.</p> <p>14 BY MR. LIONEL:</p> <p>15 Q. Your understanding.</p> <p>16 MR. SIMONS: Again, I get to make</p> <p>17 objections for the record. Just to keep it clear</p> <p>18 what you're obligated to ask for or answer and then</p> <p>19 we can deal with it later. But unless I instruct you</p> <p>20 not to answer, you're still to answer the question.</p> <p>21 Does that make sense?</p> <p>22 THE WITNESS: So I am to answer the</p> <p>23 question?</p> <p>24 MR. SIMONS: Right. But sometimes I will</p> <p>25 interject and makes objections.</p> |
| <p style="text-align: right;">Page 23</p> <p>1 the money or anything like that?</p> <p>2 A. I don't recall.</p> <p>3 Q. You don't recall if you have any emails?</p> <p>4 A. Exactly.</p> <p>5 Q. You may have some emails still in the</p> <p>6 file?</p> <p>7 A. I haven't looked at that file as much as</p> <p>8 you would call it a file. So I don't know. I really</p> <p>9 don't know.</p> <p>10 Q. Let's call it a file. What do you have in</p> <p>11 it?</p> <p>12 A. I have no idea. I haven't looked -- I</p> <p>13 haven't looked at this folder in my email thing in</p> <p>14 years.</p> <p>15 Q. Four years?</p> <p>16 A. In years.</p> <p>17 Q. In years. Since 2007?</p> <p>18 A. I don't know. No. I may have. I may</p> <p>19 have looked at it. You know, for example, if I got</p> <p>20 from the accountant at the time something to sign or</p> <p>21 to pay or something, I would probably file it under</p> <p>22 that folder.</p> <p>23 Q. You said you're familiar with the purchase</p> <p>24 agreement?</p> <p>25 A. I'm familiar with this agreement?</p> | <p style="text-align: right;">Page 25</p> <p>1 THE WITNESS: Okay.</p> <p>2 MR. SIMONS: What was the question again?</p> <p>3 (Whereupon, the following question was</p> <p>4 read back by the court reporter:</p> <p>5 Question: "What does it have to do"?)</p> <p>6 MR. SIMONS: Same objection. Go ahead.</p> <p>7 THE WITNESS: To the best of my</p> <p>8 understanding, according to Exhibit 2, it is clearly</p> <p>9 showing that when Sig Rogich sold his rights in</p> <p>10 Eldorado Hills, he -- sorry. Hold on. Sorry.</p> <p>11 BY MR. LIONEL:</p> <p>12 Q. I don't want you to read from there. I</p> <p>13 want your recollection, please.</p> <p>14 A. That when Carlos left Eldorado Hills and</p> <p>15 sold his part, whatever it is, his part, to Sig</p> <p>16 Rogich Foundation, or whatever it's called, the</p> <p>17 foundation took upon itself the commitment and</p> <p>18 acknowledged the fact that Nanyah Vegas had a claim</p> <p>19 for 1.5 million in equity of Eldorado Hills, and</p> <p>20 there is an annex or a -- what do you call it --</p> <p>21 appendix, Exhibit -- no Exhibit --</p> <p>22 Q. Exhibit A?</p> <p>23 A. Exhibit A. Exhibit A that shows clearly</p> <p>24 the 1.5 million as a potential claimant.</p> <p>25 Q. And that's the basis for your claim?</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 26</p> <p>1 MR. SIMONS: Objection. That's not what 2 he said. 3 THE WITNESS: The basis for my claim are 4 established by my legal counsel based on the fact 5 that I could provide or that he could find in 6 regarding to this case. I am no lawyer. So I would 7 not know what is the basis of my rights, except the 8 fact that I know that I invested in Eldorado Hills 9 \$1.5 million. That at some point Carlos, with whom I 10 initially invested, left the company for whatever 11 reasons and made sure that my rights remained. 12 BY MR. LIONEL: 13 Q. Who made sure? 14 A. Carlos. 15 Q. What did he tell you? 16 A. I don't recall what he told me. I think 17 that this document shows, maybe there are other 18 documents that also show, my rights to the 19 \$1.5 million as a potential claimant for Eldorado 20 Hills. 21 Q. You have read the purchase agreement, 22 haven't you? 23 A. This one? 24 Q. Yes. 25 A. I have.</p> | <p style="text-align: right;">Page 28</p> <p>1 understanding, based on the position of my attorney. 2 Q. And that's it? 3 A. That together with all the paperwork that 4 supports it, I assume. 5 Q. But you're relying on the basis of what 6 your attorney has told you? 7 A. On the one hand, on that. On the other 8 hand, on the fact that I know that I have paid one 9 and a half million dollars into Eldorado Hills and 10 that, to the best of my understanding, at some point 11 somebody took the liberty, Sig Rogich took the 12 liberty to supposedly sell his parts there and mine 13 too, in a way, without me getting any money for it. 14 Q. Please explain "mine too." 15 A. My rights in Eldorado Hills, the one and a 16 half million dollar potential claims of rights in 17 Eldorado Hills. 18 Q. How do you know he sold them? 19 A. Because, to my understanding, or to what 20 Carlos told me at some point or the paperwork that I 21 have seen, I do not know which ones, I understood 22 that there was a deal between Sig Rogich and this 23 Greek named guy, Eliades, who held, I believe, these 24 companies and another one, Flangas, in which he sold 25 the rights. I don't even remember in what portions</p> |
| <p style="text-align: right;">Page 27</p> <p>1 Q. A number of times? 2 A. I don't know. It could have been just 3 once. It could have been a couple. I don't know. 4 Q. You don't know whether your claims are 5 based upon that purchase agreement? 6 MR. SIMONS: He just answered that he said 7 it's absolutely, Counsel, and now you're trying to be 8 argumentative. 9 BY MR. LIONEL: 10 Q. Answer, please. 11 A. As I told you, the basis of my claims are 12 established by my legal counsel. It's up to him to 13 tell me whether I have rights or I don't have rights 14 based on the paperwork that I could supply or that he 15 could get. 16 Q. I want your understanding. I don't 17 care -- I'm not referring to what your counsel tells 18 you. 19 Is it your understanding that that 20 agreement affords you rights with respect to your 21 claim? 22 A. You're relating, again, to an agreement, 23 and I'm not going to answer you in regarding to the 24 agreement whether it's establishing my rights. But 25 my rights are established, to the best of my</p> | <p style="text-align: right;">Page 29</p> <p>1 or whatever. Sold, loan, something like that. 2 Q. And that's based upon what Carlos told 3 you? 4 A. No. There were some -- I assume -- and as 5 far as I -- I assumed there was paperwork that 6 related to that that my attorney has seen, and based 7 upon them, he suggested that my rights are there. 8 Q. That's the extent of your knowledge with 9 respect to the basis for your claim? 10 A. Repeat that. 11 MR. LIONEL: Miss Reporter. 12 (Whereupon, the following question was 13 read back by the court reporter: 14 Question: "That's the extent of your 15 knowledge with respect to the basis for 16 your claim"? 17 THE WITNESS: Pretty much. 18 BY MR. LIONEL: 19 Q. Do you know Mr. Sig Rogich? 20 A. I've met him once in your office. 21 Q. Did you talk with him? 22 A. Only in front of you. Not before and not 23 after, unless you came into the room a couple of 24 minutes later, but that's it. 25 Q. Did you ever have any business dealings</p> |

| Page 30 | Page 32 |
|---|---|
| <p>1 with him?</p> <p>2 A. Never.</p> <p>3 Q. Any contracts with him?</p> <p>4 A. Any?</p> <p>5 Q. Yes.</p> <p>6 A. Me personally?</p> <p>7 Q. You personally?</p> <p>8 A. Only through --</p> <p>9 Q. You or Nanyah?</p> <p>10 A. Nanyah Vegas -- only as far as the</p> <p>11 paperwork relating to this case. Nothing but that.</p> <p>12 Q. Are you referring to Exhibit 2?</p> <p>13 A. Among other things, at least to Exhibit 2.</p> <p>14 Q. What other things?</p> <p>15 A. I don't know. As much as other paperwork</p> <p>16 relating to these deals exist, I'm also relating to</p> <p>17 them.</p> <p>18 Q. Do you know the Rogich Trust?</p> <p>19 A. I heard the name or I came across it in</p> <p>20 one of the papers.</p> <p>21 Q. That's the extent of it?</p> <p>22 A. Yes.</p> <p>23 Q. How about Eldorado Hills?</p> <p>24 A. Same.</p> <p>25 Q. You never had any dealings with it?</p> | <p>1 than that, not that I know of.</p> <p>2 Q. You're talking about Exhibit 3?</p> <p>3 A. Maybe. Maybe other exhibits, too.</p> <p>4 Q. Do you know the Flangas Trust?</p> <p>5 A. The same.</p> <p>6 Q. When you say "the same," you really had no</p> <p>7 dealings with it?</p> <p>8 A. Personally, I had no dealings with it</p> <p>9 beyond the fact that they, to my understanding,</p> <p>10 purchased some rights in Eldorado Hills to which I am</p> <p>11 a potential claimant to.</p> <p>12 Q. What are you a claimant of?</p> <p>13 A. To 1.5 million worth of ownership in</p> <p>14 Eldorado Hills.</p> <p>15 Q. What's that got to do with Teld?</p> <p>16 A. Well, Teld, to my understanding, is a</p> <p>17 company that bought, at a later stage, some of the</p> <p>18 rights to Eldorado Hills.</p> <p>19 Q. That's the extent of what you know about</p> <p>20 Teld?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know Mr. Eliades, Pete Eliades?</p> <p>23 A. Personally not.</p> <p>24 MR. LIONEL: Do you know how to spell</p> <p>25 that?</p> |
| Page 31 | Page 33 |
| <p>1 A. Not except what is written here.</p> <p>2 Q. What is written in Exhibit 2?</p> <p>3 A. And the money transfer that I did.</p> <p>4 Q. And the money transfer to Eldorado Hills?</p> <p>5 A. The money transfer that I did initially</p> <p>6 for the investment in Eldorado Hills.</p> <p>7 Q. When did you transfer the money?</p> <p>8 A. I don't remember.</p> <p>9 MR. SIMONS: Asked and answered.</p> <p>10 MR. LIONEL: Did he say before he didn't</p> <p>11 remember?</p> <p>12 MR. SIMONS: No, he said in 2007.</p> <p>13 THE WITNESS: Yeah, '7. Around there but</p> <p>14 I cannot tell you the date. Could be '6, could be</p> <p>15 '8. I don't know.</p> <p>16 BY MR. LIONEL:</p> <p>17 Q. Do you know Teld?</p> <p>18 A. I heard the name.</p> <p>19 Q. That's the extent of it?</p> <p>20 A. Yes.</p> <p>21 Q. No dealings with Teld that you know of?</p> <p>22 A. Except what --</p> <p>23 Q. You mean there may be some papers, are you</p> <p>24 saying?</p> <p>25 A. The papers that are around here. Other</p> | <p>1 THE COURT REPORTER: Yes.</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. Do you know anything about Imitations,</p> <p>4 LLC?</p> <p>5 A. No.</p> <p>6 Q. Did you ever hear that name before?</p> <p>7 A. Not that I recall.</p> <p>8 Q. Do you know the woman sitting at my right</p> <p>9 hand, Melissa Olivas?</p> <p>10 A. By the looks of her, I might want to.</p> <p>11 Q. I agree with that. But answer the</p> <p>12 question.</p> <p>13 A. Other than that, no.</p> <p>14 Q. Do you know Mr. Brandon McDonald?</p> <p>15 A. No.</p> <p>16 Q. Did you ever hear that name before?</p> <p>17 A. I don't recall hearing the name.</p> <p>18 Q. How about Summer Rellmas, R-E-L-L-M-A-S?</p> <p>19 A. I don't know.</p> <p>20 Q. You don't know that name?</p> <p>21 A. I don't recall hearing the name. I may</p> <p>22 have but I don't recall.</p> <p>23 Q. Do you know what an interrogatory is in a</p> <p>24 lawsuit?</p> <p>25 A. Not precisely, no.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 34</p> <p>1 Q. How about imprecisely?</p> <p>2 A. Questioning.</p> <p>3 Q. It's questioning. Did you ever answer</p> <p>4 interrogatories?</p> <p>5 A. You mean other than in this case?</p> <p>6 Q. In this case.</p> <p>7 A. In this case?</p> <p>8 Q. Yes.</p> <p>9 A. Yes. As far as I recall, there were</p> <p>10 questions that were sent to me and I had to answer.</p> <p>11 Q. Did you ever answer interrogatories in</p> <p>12 another case?</p> <p>13 A. No. I mean, not that I recall. There</p> <p>14 were proceedings, initial proceedings at some point</p> <p>15 that were rejected by court, and then we appealed.</p> <p>16 So maybe there was something in this respect, but I</p> <p>17 don't know if there were interrogatories or not or</p> <p>18 what it was or to what extent I then gave any</p> <p>19 information. I do not recall.</p> <p>20 MR. LIONEL: Would you mark this.</p> <p>21 (Exhibit Number 5 was marked.)</p> <p>22 BY MR. LIONEL:</p> <p>23 Q. Mr. Harlap, do you now have Exhibit 4 in</p> <p>24 front of you?</p> <p>25 A. I have Exhibit 5 in front of me.</p> | <p style="text-align: right;">Page 36</p> <p>1 Q. Did you first receive a set of</p> <p>2 interrogatories?</p> <p>3 A. I think so. I don't recall. Because I</p> <p>4 was asked to answer questions, I answered questions</p> <p>5 as far as I recall, but whether it's this one or</p> <p>6 there was -- I think there was an initial set and</p> <p>7 then there was another set which was much bigger.</p> <p>8 Q. And did you answer the interrogatories?</p> <p>9 A. As far as I recall, yes.</p> <p>10 Q. You received interrogatories which are</p> <p>11 questions, correct?</p> <p>12 A. Correct.</p> <p>13 Q. And did you answer them?</p> <p>14 A. To the best of my understanding, I have.</p> <p>15 Q. Tell me what you did.</p> <p>16 A. I read through the questions. As far as I</p> <p>17 recall, I read through the questions --</p> <p>18 Q. Want to change chairs?</p> <p>19 A. No, it's okay.</p> <p>20 Q. I don't want you falling down in my</p> <p>21 office.</p> <p>22 A. No. No. It's okay.</p> <p>23 As far as I recall, I read the questions,</p> <p>24 and I answered them. That's as much as I recall.</p> <p>25 Q. Did you answer them on the computer?</p> |
| <p style="text-align: right;">Page 35</p> <p>1 MR. LIONEL: Is it five?</p> <p>2 THE COURT REPORTER: Yes.</p> <p>3 BY MR. LIONEL:</p> <p>4 Q. I'm sorry. That's Nanyah Vegas, LLC's</p> <p>5 First Amended Answers to Defendants' First Set of</p> <p>6 Interrogatories; is that correct?</p> <p>7 A. Apparently.</p> <p>8 Q. Are you familiar with them?</p> <p>9 A. I think that I have gone through them,</p> <p>10 yes. As far as I recall, I have gone through them.</p> <p>11 Not in paper, on the -- on the computer.</p> <p>12 Q. On the computer.</p> <p>13 You said that you were sent</p> <p>14 interrogatories; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. On the computer?</p> <p>17 A. I think so, yeah. I think it was a hefty</p> <p>18 file. It could have been this one.</p> <p>19 Q. Did you first receive interrogatories --</p> <p>20 strike that.</p> <p>21 That has interrogatories and answers; is</p> <p>22 that correct?</p> <p>23 A. Yes, I think so.</p> <p>24 Q. Go ahead and look at it.</p> <p>25 A. Yes, they are Answers to Interrogatories.</p> | <p style="text-align: right;">Page 37</p> <p>1 A. Yeah. I haven't -- I have done nothing in</p> <p>2 writing. That's for sure. In handwriting, I've done</p> <p>3 nothing.</p> <p>4 Q. So you received the questions on the</p> <p>5 computer, the interrogatories?</p> <p>6 A. I think so. I'm not sure. I think so,</p> <p>7 yeah. Yeah, I think so.</p> <p>8 Q. Why do you say "I think so"?</p> <p>9 A. Because I'm not 100 percent sure, so I</p> <p>10 just think so. Because I do not recall something</p> <p>11 else, but I do not recall that in particular as well.</p> <p>12 Q. It came to you on the computer?</p> <p>13 A. Most probably.</p> <p>14 Q. Could they have come to you in print?</p> <p>15 A. I don't --</p> <p>16 Q. In type?</p> <p>17 A. Theoretically, it could have been FedExed</p> <p>18 to me. But you know how much information I'm getting</p> <p>19 and paperwork in my office every day, you know, from</p> <p>20 dealings that I have throughout the world? I do not</p> <p>21 recall that or the other paper, whether it was on the</p> <p>22 computer or whether it was in a FedEx package or</p> <p>23 whatever.</p> <p>24 Q. And you answered the questions?</p> <p>25 A. To the best of my recollection.</p> |

| Page 38 | Page 40 |
|---|--|
| <p>1 Q. On the computer or in longhand or with a 2 typewriter?</p> <p>3 A. I did not type, I mean, on the typewriter. 4 And I -- for sure I did not do anything in 5 handwriting.</p> <p>6 Q. You don't know how you answered them?</p> <p>7 A. I don't remember. But probably -- if I 8 answered, I probably typed on the computer, answered 9 the questions that my attorney asked or things like 10 that.</p> <p>11 Q. And you answered all the questions?</p> <p>12 A. As far as I recall. I do not recall my 13 lawyer telling me that he's missing an answer.</p> <p>14 Q. As far as you recall you answered all the 15 interrogatories?</p> <p>16 A. As I told you, as far as I recall, my 17 lawyer never told me that he's missing an answer from 18 me.</p> <p>19 Q. And where did the information come from so 20 that you could answer these questions?</p> <p>21 A. The ones I could answer from my memory, I 22 answered from my memory.</p> <p>23 Q. How about those you didn't have a memory 24 of?</p> <p>25 A. So I probably told my lawyer I do not have</p> | <p>1 BY MR. LIONEL:</p> <p>2 Q. I think you answered that you didn't go to 3 any books or anything like that to help you; is that 4 correct?</p> <p>5 A. I don't have a physical folder in my 6 office at home, which is where I work from most of 7 the time, that has paperwork relating to this 8 investment. I assume that if I looked at something, 9 it was in the file in the folder on my computer.</p> <p>10 Q. What do you have in the file on your 11 computer?</p> <p>12 A. Only what I told you. I don't remember 13 what I have on my computer. But if I looked at 14 anything, this would have been the place where I 15 would probably find it.</p> <p>16 Q. How long did it take you to answer the 17 questions -- the interrogatories?</p> <p>18 A. Oh, reading it was a long thing, 19 especially the second version.</p> <p>20 Q. How long did it take you, approximately?</p> <p>21 A. A few days.</p> <p>22 Q. Did you have Mr. Carlos Huerta's 23 deposition at the time you answered them?</p> <p>24 A. I think you've asked me this question, and 25 I do not know.</p> |
| Page 39 | Page 41 |
| <p>1 a memory.</p> <p>2 Q. I thought you answered all the questions?</p> <p>3 A. As far as I could, I did answer all the 4 questions.</p> <p>5 Q. Did you have anything to look at to help 6 you answer the questions?</p> <p>7 A. If I had, it was paperwork that was 8 resubmitted to me with the questions in the email 9 from my attorney.</p> <p>10 Q. Did you have the --</p> <p>11 A. I don't recall having -- going to a file, 12 taking out papers and looking at them in order to 13 answer.</p> <p>14 Q. You don't remember getting anything to 15 help you answer?</p> <p>16 MR. SIMONS: That's not what he said. 17 That mischaracterizes his testimony. He's already 18 said he got documents from the attorney.</p> <p>19 MR. LIONEL: Would you read back the 20 answer, Miss Reporter?</p> <p>21 MR. SIMONS: Which one? He said it three 22 times so far.</p> <p>23 MR. LIONEL: Four is lucky.</p> <p>24 MR. SIMONS: Well, four will be the last 25 one.</p> | <p>1 Q. No, I did not.</p> <p>2 MR. SIMONS: You asked him if he had the 3 deposition. Let's do this. Lay the foundation 4 whether he knows what a deposition is.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. You know what a deposition is, don't you?</p> <p>7 A. I think so.</p> <p>8 Q. You think so.</p> <p>9 It's a little booklet with questions and 10 answers.</p> <p>11 A. Yes.</p> <p>12 Q. Correct. And you don't remember whether 13 you saw Carlos Huerta's deposition?</p> <p>14 A. This is what I told you before.</p> <p>15 Q. Correct. I'm asking you whether -- that 16 means you did not have the deposition of Mr. Huerta 17 at the time you did the Answers to the 18 Interrogatories?</p> <p>19 A. This is not what I said.</p> <p>20 Q. Tell me what you said.</p> <p>21 A. I said that I do not know nor remember 22 whether I had it or I didn't have it.</p> <p>23 Q. Do you know whether you used it in 24 conjunction with preparing --</p> <p>25 A. I do not remember what I used or what I</p> |

| Page 42 | Page 44 |
|---|---|
| <p>1 did not use.</p> <p>2 Q. I've got to get this on the record</p> <p>3 clearly.</p> <p>4 A. Go ahead.</p> <p>5 Q. You do not remember whether you used the</p> <p>6 Huerta deposition to prepare your Answers to the</p> <p>7 Interrogatories?</p> <p>8 A. I do not recall using or not using any</p> <p>9 such paper because I do not know if I had ever seen</p> <p>10 such paper or not. I don't remember. And if I said</p> <p>11 at any point that I did in writing, it means that I</p> <p>12 did.</p> <p>13 Q. Would you open your Exhibit 5 to page 4.</p> <p>14 I'm going to take you down to line -- I'm going to</p> <p>15 start reading from line 19 into the record.</p> <p>16 "Additionally, facts supporting Nanyah's rights and</p> <p>17 claims are set forth in the transcript of the</p> <p>18 deposition of the person most knowledgeable of Nanyah</p> <p>19 Vegas, LLC, pursuant to N.R.C.P. 30(b) (6) taken on</p> <p>20 April 3rd, 2014, Nanyah deposition, at page and</p> <p>21 line 25:6-27:4, the documentation relating to</p> <p>22 Nanyah's \$1,500,000 investment in Eldorado, including</p> <p>23 bank statements from Nevada State Bank and agreements</p> <p>24 executed in 2007 and 2008, including the purchase</p> <p>25 agreement, 28:4-13, Nanyah transferred \$1,500,000 to</p> | <p>1 A. I don't think -- I don't think that I</p> <p>2 wrote it. I think that this is the deposition of</p> <p>3 Mr. Huerta.</p> <p>4 Q. Mr. Harlap, the references here are to</p> <p>5 Huerta's deposition.</p> <p>6 A. So obviously I did not write --</p> <p>7 MR. SIMONS: Hold on. What's the</p> <p>8 question?</p> <p>9 MR. LIONEL: I haven't got it out yet.</p> <p>10 MR. SIMONS: I know.</p> <p>11 BY MR. LIONEL:</p> <p>12 Q. What appears here on page 5, and if you</p> <p>13 look, it's also most of page 6, is information</p> <p>14 purportedly coming from the deposition of Carlos</p> <p>15 Huerta.</p> <p>16 A. Apparently so.</p> <p>17 Q. And my question to you is: Who prepared</p> <p>18 that page 5 and most of page 6?</p> <p>19 MR. SIMONS: Counsel, I'm going to direct</p> <p>20 your attention to page 2, and you will see that these</p> <p>21 interrogatory answers are prepared on behalf of</p> <p>22 Nanyah by and through its undersigned counsel. Your</p> <p>23 question on Interrogatory 1 is, "What are the rights</p> <p>24 and claims of Nanyah, the basis for such rights and</p> <p>25 claims," and et cetera.</p> |
| Page 43 | Page 45 |
| <p>1 Eldorado, most likely by wire, 29:9-31:19. Carlos</p> <p>2 Huerta coordinated and expected transfer of 1,500,000</p> <p>3 from Yoav Harlap on behalf of Nanyah to Eldorado's</p> <p>4 bank account with Nevada State Bank."</p> <p>5 Did you write that answer?</p> <p>6 A. Most probably.</p> <p>7 Q. I beg your pardon?</p> <p>8 A. Most probably.</p> <p>9 Q. Most probably. You don't know whether you</p> <p>10 did or didn't?</p> <p>11 A. I do not remember.</p> <p>12 Q. And you wrote it where, on the computer?</p> <p>13 A. If, then yes.</p> <p>14 Q. Hmm?</p> <p>15 A. If I wrote -- if, then yes.</p> <p>16 Q. Now, if you look at page 5, you will see</p> <p>17 that everything there is shown as coming from Carlos'</p> <p>18 deposition. Do you see that on page 5?</p> <p>19 A. If I read page 5, I can tell.</p> <p>20 Q. Sure. Sure.</p> <p>21 A. What is the question?</p> <p>22 Q. The question is: Did you write everything</p> <p>23 that appears on page 5?</p> <p>24 A. I do not remember.</p> <p>25 Q. Do you remember --</p> | <p>1 So in your interrogatory, you've asked a</p> <p>2 party for its legal rights and its legal claims. So</p> <p>3 that information is to be provided by counsel in</p> <p>4 order to be complete and accurate.</p> <p>5 I get to say what I get to say.</p> <p>6 In response to your interrogatory, the</p> <p>7 response has been verified by the client. That means</p> <p>8 they're bound by those answers.</p> <p>9 MR. LIONEL: I understand he's bound by</p> <p>10 them. That's why I'm asking him.</p> <p>11 MR. SIMONS: Well, you also understand</p> <p>12 that Nanyah entity is -- Nanyah Vegas is an entity,</p> <p>13 not an individual. So, therefore, it's entitled to</p> <p>14 rely upon information that its agents acquired.</p> <p>15 MR. LIONEL: That's a speaking objection,</p> <p>16 Counsel.</p> <p>17 MR. SIMONS: I know, but you're trying to</p> <p>18 confuse this gentleman.</p> <p>19 MR. LIONEL: I'm not trying to confuse</p> <p>20 him. My questions are straight forward. He's</p> <p>21 intelligent. He answers them. Why am I confusing</p> <p>22 him? The question is very straight forward. I'm</p> <p>23 asking whether he wrote what appears on page 5 and</p> <p>24 most of page 6 of this Exhibit 5. That's a straight</p> <p>25 forward -- either he did or he didn't.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 46</p> <p>1 THE WITNESS: What is written on page 5 is</p> <p>2 taken from the deposition of Carlos Huerta.</p> <p>3 Obviously, I did not write the deposition of Carlos</p> <p>4 Huerta.</p> <p>5 In regards to the answers to the</p> <p>6 interrogatory questions that you've sent to me, they</p> <p>7 were primarily prepared with my counsel. I answered</p> <p>8 what I could answer to him, but, of course, I am not</p> <p>9 the one putting the exact wording as to answer your</p> <p>10 questions. I'm not a lawyer.</p> <p>11 BY MR. LIONEL:</p> <p>12 Q. Somebody wrote page 5 and 6, okay?</p> <p>13 A. Obviously, the assembly of all the</p> <p>14 material was done by my attorney's office.</p> <p>15 Q. Oh, the attorney's office wrote this?</p> <p>16 A. The attorney's office compiled all the</p> <p>17 information. Whether some of it came from a question</p> <p>18 they asked me or not, I do not recall. Whether</p> <p>19 something was a question over the phone may have been</p> <p>20 because we had a couple of phone conversations as</p> <p>21 well. But I do not know how to prepare something</p> <p>22 like this. This is the job of my attorney.</p> <p>23 Q. I'll accept that from you, but my question</p> <p>24 is, then you did not write page 5 and page 6?</p> <p>25 A. If you think that I physically typed all</p> | <p style="text-align: right;">Page 48</p> <p>1 came from paragraph 38 of your complaint, word for</p> <p>2 word?</p> <p>3 A. It will not do anything to me, surprise or</p> <p>4 not surprise.</p> <p>5 Q. Did you use the complaint in preparing</p> <p>6 this document?</p> <p>7 A. My attorneys used the paperwork that they</p> <p>8 needed to use. I read through it. I answered</p> <p>9 questions as far as they were -- I answered questions</p> <p>10 as far as my attorney had questions. That's it.</p> <p>11 Q. Are all the answers in Exhibit 5 true?</p> <p>12 A. I think that everything that I -- that I</p> <p>13 have written through my attorney is true.</p> <p>14 Q. I'm asking you whether everything in</p> <p>15 Exhibit 5, all the answers, are true?</p> <p>16 A. As far as I remember, yes, absolutely.</p> <p>17 Q. And you're telling me you looked at all</p> <p>18 the answers in here?</p> <p>19 A. I read the whole paper, pretty much, as</p> <p>20 far as I remember.</p> <p>21 Q. Would it surprise you when I tell you this</p> <p>22 particular paragraph now that you read is repeated 25</p> <p>23 times in this document?</p> <p>24 A. No. There were a lot of paragraphs that</p> <p>25 were repeated. Because, if I remember correctly,</p> |
| <p style="text-align: right;">Page 47</p> <p>1 these pages, no.</p> <p>2 Q. Here, let's take Exhibit 5. What is your</p> <p>3 work in it? What can you --</p> <p>4 A. I do not recall per page what was my work.</p> <p>5 My work was basically I had a couple of calls with my</p> <p>6 attorney. We went over -- generally, he sent me some</p> <p>7 reading material. I read through it. He asked me if</p> <p>8 I had any specific remarks in that respect. As far</p> <p>9 as I recall, I did not have any specific remarks. He</p> <p>10 sent me a final version. I went through it. It took</p> <p>11 a few days. I didn't see there anything that was --</p> <p>12 that seemed to me like something that I could not</p> <p>13 support. And that's it.</p> <p>14 Q. Did you read this entire document?</p> <p>15 A. I have. Unfortunately, I had to, yes.</p> <p>16 Q. Turn to page 97. You see on the fourth</p> <p>17 line it says, "Contemporaneous with the execution of</p> <p>18 the purchase agreement," that paragraph. Would you</p> <p>19 read it to yourself, please.</p> <p>20 A. Until where? Until 9?</p> <p>21 Q. To line 9, okay? You read it. I'm not</p> <p>22 concerned with -- do you know where that paragraph</p> <p>23 came from?</p> <p>24 A. I don't remember.</p> <p>25 Q. Would it surprise you when I tell you it</p> | <p style="text-align: right;">Page 49</p> <p>1 there was a first version and then you asked for a</p> <p>2 more elaborate one and then -- and then it was</p> <p>3 prepared and everything repeated itself again and</p> <p>4 again.</p> <p>5 Q. I'm only concerned about the second</p> <p>6 version, which is the Exhibit 5.</p> <p>7 A. Okay.</p> <p>8 Q. I'm telling you this paragraph is repeated</p> <p>9 no less than 25 times in this document.</p> <p>10 MR. SIMONS: There's no question. He's</p> <p>11 making a statement. So what? What's the question?</p> <p>12 Don't answer. There's no question pending.</p> <p>13 BY MR. LIONEL:</p> <p>14 Q. Were you aware that as many as 25 times</p> <p>15 that paragraph --</p> <p>16 A. I didn't count.</p> <p>17 Q. And you would have answered that 25 times?</p> <p>18 A. Pardon?</p> <p>19 Q. And you answered that -- strike that.</p> <p>20 MR. SIMONS: There's no question there.</p> <p>21 BY MR. LIONEL:</p> <p>22 Q. And I will repeat again, as far as you</p> <p>23 know, everything -- all the answers in here are true?</p> <p>24 A. Correct.</p> <p>25 MR. SIMONS: That's what the verification</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 50</p> <p>1 says.</p> <p>2 MR. LIONEL: Except for those that said</p> <p>3 upon information and belief, and as to those, he</p> <p>4 believed them to be true.</p> <p>5 MR. SIMONS: That's fair.</p> <p>6 BY MR. LIONEL:</p> <p>7 Q. Would you like to take a break,</p> <p>8 Mr. Harlap? I'm prepared to go forward.</p> <p>9 A. We can go forward.</p> <p>10 Q. Good. Nanyah Vegas was formed in 2007.</p> <p>11 Fair statement?</p> <p>12 A. More or less. It was formed for the</p> <p>13 purpose of this investment.</p> <p>14 Q. What was your role in its formation?</p> <p>15 A. Probably signing a couple of papers.</p> <p>16 Q. Are you the manager?</p> <p>17 A. Yes.</p> <p>18 Q. Are you the only one who's ever been a</p> <p>19 manager of Nanyah Vegas?</p> <p>20 A. Yes.</p> <p>21 Q. What are the duties of the manager?</p> <p>22 MR. SIMONS: Objection to the extent</p> <p>23 you're asking for a legal conclusion.</p> <p>24 MR. LIONEL: No, it's not.</p> <p>25 ///</p> | <p style="text-align: right;">Page 52</p> <p>1 but I know that I -- because I had this company, I</p> <p>2 had to have an accountant in America, and I took this</p> <p>3 accountant and he did whatever he needed to do.</p> <p>4 There are KIs, or whatever you call them, that every</p> <p>5 year that he has to get and he does some reporting,</p> <p>6 and whether it has to do with this or with the other</p> <p>7 investments that I have in the US, I'm doing that on</p> <p>8 an annual basis, yes.</p> <p>9 Q. You know what a KI is?</p> <p>10 A. I know that there is such a form. I've</p> <p>11 seen it. I've signed it a hundred times, but the</p> <p>12 legal standing of this document, I don't know.</p> <p>13 Q. Did you ever get a KI with respect to</p> <p>14 Nanyah Vegas?</p> <p>15 A. I don't know.</p> <p>16 Q. Do you have any recollection you ever saw</p> <p>17 one?</p> <p>18 A. I don't have recollection that I saw it.</p> <p>19 I don't get into this at all. I have so many</p> <p>20 investments. I do not look at all these papers. I</p> <p>21 have my accountants preparing the paperwork for me</p> <p>22 and telling me where to sign, and this is what I do.</p> <p>23 Q. Do you sign the KIs?</p> <p>24 A. If I need to, then I sign them. If I'm</p> <p>25 instructed to by my accountant, I do.</p> |
| <p style="text-align: right;">Page 51</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. What's your understanding of the duties of</p> <p>3 a manager?</p> <p>4 MR. SIMONS: That's a better question.</p> <p>5 THE WITNESS: Like in any other company.</p> <p>6 BY MR. LIONEL:</p> <p>7 Q. Were there any particular duties?</p> <p>8 A. I have to work in the best interest of the</p> <p>9 company.</p> <p>10 Q. Did Nanyah Vegas ever have any employees?</p> <p>11 A. No.</p> <p>12 Q. Did you have any office?</p> <p>13 A. There is a registered office, perhaps, but</p> <p>14 not a physical office, no.</p> <p>15 Q. Ever have a bank account?</p> <p>16 A. No.</p> <p>17 Q. In Israel or in the United States?</p> <p>18 A. Not that I recall, no.</p> <p>19 Q. Did it file any tax returns?</p> <p>20 A. Yes.</p> <p>21 Q. This company?</p> <p>22 A. As far as I remember, yes, through this --</p> <p>23 the Vegas accountant.</p> <p>24 Q. Filed tax returns for --</p> <p>25 A. I don't know if it's called tax returns,</p> | <p style="text-align: right;">Page 53</p> <p>1 Q. Tell me about your education, Mr. Harlap,</p> <p>2 just briefly.</p> <p>3 A. I graduated from high school, and beyond</p> <p>4 that I did a year and a half in the Haifa, H-A-I-F-A,</p> <p>5 University in Israel, and then that is where my</p> <p>6 education, formal education ended, because I had to</p> <p>7 take care of my interest in my family company.</p> <p>8 Q. What is your business?</p> <p>9 A. Primarily we are car importers and</p> <p>10 distributors.</p> <p>11 Q. Is the name of the company Colmobil?</p> <p>12 A. Yes.</p> <p>13 Q. And how long have you been in that</p> <p>14 business?</p> <p>15 A. Pretty much since I was born.</p> <p>16 Q. It's a family business?</p> <p>17 A. Correct.</p> <p>18 Q. Now, you say you have investments all over</p> <p>19 the world?</p> <p>20 A. I have other investments, yes.</p> <p>21 Q. You have no other investments in the</p> <p>22 United States?</p> <p>23 A. I do. But all my investments in the</p> <p>24 United States are after this one, except if there was</p> <p>25 a -- some fund or something that I invested or my</p> |

| Page 54 | Page 56 |
|---|---|
| <p>1 family office invested through, and I don't even 2 know. 3 Q. Tell me what records you have of this 4 investment. 5 A. Of which investment? 6 Q. This investment in Nanyah. 7 MR. SIMONS: Asked and answered. You went 8 over that first thing. 9 THE WITNESS: In Nanyah? 10 BY MR. LIONEL: 11 Q. Yes. 12 A. Or in Eldorado Hills? 13 Q. Either one. In Eldorado Hills. Go ahead. 14 A. I don't remember which paperwork I have, 15 but as much as I have, they are included in the 16 paperwork that was submitted to court. 17 Q. What paperwork was submitted to court? 18 A. I have no idea, but if there were any, 19 then it's there. 20 Q. I'm asking you what records you have of 21 the investment. 22 A. What? 23 Q. What records you have of the investment. 24 A. I don't know. 25 Q. You don't know?</p> | <p>1 in school? 2 A. I traveled when my daughter was in school 3 in order to meet you. 4 Q. That one time? 5 A. Exactly. 6 Q. Where did she go to school? 7 A. In New York. 8 Q. And that was the last time you were in Las 9 Vegas? 10 A. Correct. 11 Q. When did you arrive? 12 A. Pardon? 13 Q. When did you arrive this time? 14 A. Yesterday. 15 Q. Do you consider yourself a sophisticated 16 investor? 17 A. Sophisticated enough, I guess, but I know 18 that there are many things that I don't know. 19 Q. Are there other investors in Nanyah -- 20 A. No. 21 Q. -- besides you? 22 A. No. 23 Q. It's all your own investment? 24 A. It's my own, yes. 25 Q. You don't know what an operating agreement</p> |
| Page 55 | Page 57 |
| <p>1 A. As far as -- I don't remember which 2 records I do have. I have -- I think my accountant 3 has or my accounting lady has the money transfer 4 proof, et cetera, things like that. 5 Q. The money was transferred to who? 6 A. To Eldorado Hills. 7 Q. Eldorado. 8 As far as you know, to the extent there 9 are records, you don't have them, your accountant has 10 them; is that what you're saying? 11 A. Either my attorney has them and/or my -- 12 the accountant may have seen some paperwork like that 13 in the past. 14 Q. But you, back in Israel, have no copies? 15 A. I don't think so, no. 16 Q. You don't think so? 17 A. No, I don't think so. 18 Q. Is it possible you have some records? 19 A. Everything is possible. 20 Q. Hmm? 21 A. Everything is possible theoretically. 22 Q. I accept that. 23 How often do you travel to Las Vegas? 24 A. It's very seldom. 25 Q. Did you travel here when your daughter was</p> | <p>1 is? 2 A. No. 3 Q. It's like a constitution for an 4 organization -- 5 A. Oh. 6 Q. -- the bylaws and so forth. 7 A. Bylaws of the company. Yeah, I know what 8 are bylaws. 9 Q. That's bylaws. But there's also what is 10 known as an operating agreement. Do you have any 11 recollection that there is an operating agreement -- 12 A. No. 13 Q. -- for Nanyah? 14 A. There may be. There may be not. I don't 15 know if I was -- if I legally had to do such 16 paperwork and it was brought to my attention, then 17 probably there is. If I was not, then no. Other 18 than that, I do not recollect. 19 Q. Do you use email? 20 A. Yes. 21 Q. Do you text? 22 A. I text, yeah. I text also. 23 Q. I may have asked this before, but I want a 24 clear answer. Did you get emails from Carlos Huerta? 25 A. Over the years, I got a few emails from</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 58</p> <p>1 Carlos Huerta, I guess.</p> <p>2 Q. And where are those emails?</p> <p>3 A. Probably, if they exist, as far as they</p> <p>4 exist, they would be in the Nanyah Vegas folder on my</p> <p>5 computer, or if they were just things that I thought</p> <p>6 that were not of any relevance, I would probably just</p> <p>7 erase them.</p> <p>8 Q. But the other ones would be on the</p> <p>9 computer?</p> <p>10 A. If there are any, they would be there.</p> <p>11 Q. Now, you said you saw him in Israel; is</p> <p>12 that correct?</p> <p>13 A. I saw him in Israel when he came to pitch</p> <p>14 the deal.</p> <p>15 Q. That was in 2007?</p> <p>16 A. Around.</p> <p>17 Q. Do you remember when in 2007?</p> <p>18 A. I cannot even confirm it was 2007 not 2006</p> <p>19 or 2008. I don't remember. I also saw him later in</p> <p>20 some wedding of our mutual friend.</p> <p>21 Q. Who introduced you to Carlos, Jacob?</p> <p>22 A. Jacob Feingold, yes.</p> <p>23 MR. LIONEL: Do you know Jacob?</p> <p>24 MS. OLIVAS: Yes.</p> <p>25 THE WITNESS: And if she knows, she does</p> | <p style="text-align: right;">Page 60</p> <p>1 recall.</p> <p>2 A. That's what I recall.</p> <p>3 Q. Nothing else?</p> <p>4 A. From that time, that's it. They were</p> <p>5 partners in that deal with supposedly a reputable</p> <p>6 individual named Sig Rogich, who is a well-known</p> <p>7 figure in Las Vegas, with whom they have done</p> <p>8 previous deal in which he made a lot of money, and</p> <p>9 that's about it.</p> <p>10 Q. That was the deal that Jacob was in?</p> <p>11 A. I think so. I think so, yeah.</p> <p>12 Q. And he made a lot of money?</p> <p>13 A. Sig Rogich apparently made a -- through</p> <p>14 him.</p> <p>15 Q. How about Jacob?</p> <p>16 A. I hope for him that he did too. I think</p> <p>17 he did.</p> <p>18 Q. Did he tell you he did?</p> <p>19 A. I don't remember if he told me he did on</p> <p>20 that deal. I know Jacob made money in Las Vegas.</p> <p>21 Whether it is on that deal or another deal, I don't</p> <p>22 know.</p> <p>23 Q. What else do you remember about the pitch?</p> <p>24 A. You've already asked me that, and if I</p> <p>25 remembered anything, I would have told you.</p> |
| <p style="text-align: right;">Page 59</p> <p>1 not forget.</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. Where did he do the pitching? Was that</p> <p>4 your home?</p> <p>5 A. Yes, if I remember correctly.</p> <p>6 Q. Who else was there at the time?</p> <p>7 A. Jacob and him, as far as I remember.</p> <p>8 Q. That's Jacob Feingold?</p> <p>9 A. Correct.</p> <p>10 Q. And what did Carlos tell you at the time?</p> <p>11 Who else -- what did he tell you?</p> <p>12 MR. SIMONS: Asked and answered.</p> <p>13 THE WITNESS: Mr. Lionel, this was so many</p> <p>14 years ago that if you really want me to be able to</p> <p>15 tell you exactly what he told me, it would be</p> <p>16 unserious of me to attempt to answer. Basically, he</p> <p>17 pitched a deal, a real estate deal, close to Las</p> <p>18 Vegas. I remember it was supposed to be logistic --</p> <p>19 for logistic purposes in the future, a road, highway</p> <p>20 would cross it or there would be a junction, et</p> <p>21 cetera. This was when they still thought of Canamex</p> <p>22 and Eldorado Hills as two adjacent plots, as far as I</p> <p>23 recall.</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. Give me the rest of the pitch that you</p> | <p style="text-align: right;">Page 61</p> <p>1 Q. Don't remember anymore?</p> <p>2 A. No. This was many years ago.</p> <p>3 Q. I understand that.</p> <p>4 A. Mr. Lionel, I have people pitching deals</p> <p>5 to me several times a week, all year long. You know,</p> <p>6 this was just another one of them. And I did not</p> <p>7 make my investment based on specifics of the deal in</p> <p>8 terms of analyzing paperwork, in terms of sending</p> <p>9 surveyors myself, in terms of seeking external --</p> <p>10 external valuations, et cetera, et cetera. It was</p> <p>11 not based on that.</p> <p>12 Q. What was it based on?</p> <p>13 A. It was based on, at that time, about 25</p> <p>14 years very close relationship with Jacob Feingold and</p> <p>15 his entire family, who are very close family, very</p> <p>16 close friends to me. Of knowing Jacob through bad</p> <p>17 times and good times and knowing that Jacob's</p> <p>18 partner, by then, for quite a few years was Carlos</p> <p>19 Huerta, whom was very highly considered by Jacob and</p> <p>20 his family as a religiously honest guy with whom they</p> <p>21 have done several deals, most of which were good,</p> <p>22 some of which were not so good. I don't know if they</p> <p>23 were not so good then or they became not so good</p> <p>24 later. I don't know to tell you the dates.</p> <p>25 But from my personal, friendly</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 62</p> <p>1 relationship with the Feingold family, I knew that 2 they had this partner in Las Vegas whom they thought 3 very highly of and had an extremely good experience 4 with, and that he was considered by them as 5 religiously honest to the extreme. 6 From my couple of meetings with him, I got 7 the same -- the same impression. 8 Q. With a couple meetings? 9 A. Yes. 10 Q. How many? 11 A. A couple. 12 Q. All at your home? 13 A. No. I told you, I met him also in the 14 wedding of the son of Jacob Feingold. I met him at 15 Jacob Feingold's 60th birthday, to the best of my 16 recollection. Perhaps another once or twice there. 17 And I met him when I came to meet you. 18 Q. But only one time was it a pitch? 19 A. Yeah. 20 Q. Did he talk about Canamex, too, at that 21 pitch? 22 A. As far as I remember, yes. 23 Q. What did he tell you? 24 A. There was an adjacent property to a 25 property that was the Eldorado Hills, which they by</p> | <p style="text-align: right;">Page 64</p> <p>1 happened. 2 A. What is exactly the question? 3 Q. You made a determination to invest. You 4 don't remember whether it was at the time of the 5 pitch or not. Did you tell Carlos that you were 6 going to invest? 7 A. At some point I guess I did either tell 8 him directly or tell Jacob who told him. 9 Q. You're not sure which? 10 A. No. 11 Q. But it could have been direct? 12 A. Could have been direct. 13 Q. In writing? On a computer? By email? 14 A. I don't think so. Not at that time. I 15 don't think that I had email exchange -- I don't 16 remember. I don't want to say what I don't remember. 17 I don't remember. 18 Q. But that was in 2007? 19 A. Around that time, yeah. 20 Q. Around that time could be 2006, 2008, but 21 you don't remember? 22 A. I don't remember the dates, no. 23 Q. You don't remember the years? 24 A. Apparently I don't even remember the 25 years.</p> |
| <p style="text-align: right;">Page 63</p> <p>1 then already either bought or were in the process of 2 buying, and obviously they needed more investors in 3 order to try and add this other parcel, which later 4 on was not possible, and so they suggested that I 5 would join the Eldorado Hills investment, which I 6 did. 7 Q. Did you tell them how much you were going 8 to put in? 9 A. At some point I told them. 10 Q. At the time of the pitch or another time? 11 A. I don't remember. I think probably -- 12 probably, knowing myself, probably not. But maybe 13 there was a minimum. Maybe they gave me expectations 14 or something or maybe I gave them the understanding 15 that it is within reason, you know, within reasonable 16 limits. I don't know. We're talking years back. 17 Q. As part of that pitch, did Mr. Carlos give 18 you any documents -- 19 A. I remember that I saw some maps, but I 20 don't remember if he gave them to me or he just 21 showed them to me. 22 Q. That's the extent of what you saw? 23 A. Yeah. 24 Q. And when you decided to invest, did you 25 tell Carlos you were going to -- tell me what</p> | <p style="text-align: right;">Page 65</p> <p>1 Q. Is there any writing with respect to that 2 investment? 3 A. I think you've asked that, and I've 4 answered it in so many ways already. 5 Q. Try me again. 6 MR. SIMONS: In addition to what he's 7 already testified to that he's put in the record? 8 MR. LIONEL: Yes. 9 THE WITNESS: Not as far as I remember. 10 BY MR. LIONEL: 11 Q. No documentation? 12 MR. SIMONS: He's already answered. 13 You're asking for anything else he recalls. He's 14 answered that question three times. 15 BY MR. LIONEL: 16 Q. No documentation that you know of? 17 A. Not as far as what I remember beyond what 18 has already been submitted. 19 Q. You told me that the accountants had some 20 records of the money or something like that? 21 A. I assume that in my accounting records -- 22 Q. You're assuming? 23 A. I am assuming that in my accounting 24 records there must be proof of the transfer of the 25 money, yes.</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 66</p> <p>1 Q. But as far as you know of your own 2 records, back in Israel, there is nothing with 3 respect to the investment in Eldorado? 4 A. That's as far as I remember. 5 Q. It's all in your head? 6 A. Yeah. And apparently not enough of it 7 because then I could answer your questions better. 8 Q. Do you know what kind of entity Eldorado 9 Hills is? 10 A. If I remember correctly, it's an LLC. 11 Q. It's an LLC? 12 A. I think so. 13 Q. Did you ever see its property? 14 A. No. 15 Q. Did you ever see its offices? 16 A. No. 17 Q. Did you ever see anybody who was employed 18 by that company except Carlos originally? 19 A. And I saw Sig Rogich. I don't know if he 20 was employed or not, but I saw him in your office. 21 Q. And that's it? 22 A. That's it. 23 Q. But you didn't talk with him, did you? 24 A. At that point in time, he talked a little 25 bit about the election because it was a hot topic,</p> | <p style="text-align: right;">Page 68</p> <p>1 pitch. 2 A. Probably. If then, not hardly even a 3 handful. 4 Q. There was some phone calls? 5 A. Maybe. Maybe. Maybe Jacob. Maybe 6 when -- you know, maybe Jacob was next to him. Maybe 7 he called me for the one or the other matter that had 8 to do with this accountant that I -- that he assisted 9 me in finding, and that's it. 10 Q. Do you have any records of any of the 11 phone calls? 12 A. No. 13 Q. Ever get any letters from him? 14 A. Written letters? 15 Q. Yes. 16 A. Not that I recall. 17 Q. But you did get some emails? 18 A. I got some emails. 19 Q. And you don't have any -- you don't still 20 have any emails? 21 A. I don't know. 22 Q. You don't know? 23 A. I don't know. 24 Q. You could have some? 25 A. I could have some emails that remained in</p> |
| <p style="text-align: right;">Page 67</p> <p>1 and maybe some -- something about Israel he said or 2 something like that. 3 Q. Did you ever see anything with respect to 4 Eldorado Hills? Any kind of a document or anything? 5 A. Only the ones that I acknowledged seeing. 6 Q. You mean the maps? 7 A. Those maps or things like that, yeah. 8 Q. When you say "things like that," what are 9 you inferring? 10 A. There were some -- it was like -- I think 11 it was a map or a few pages. I don't remember if it 12 was a one-page or a two-page or a three-page that had 13 some drawings. I remember there were some drawings 14 there, and whether there was an aerial photo or a 15 photo or something like that. 16 Q. And that was with respect to the Eldorado 17 property? 18 A. With Canamex and Eldorado, because the 19 idea, as far as I remember, was to look at it as a 20 whole. 21 Q. Did you ever get any phone calls from 22 Huerta when he was in the United States and you were 23 in Israel? 24 A. You mean from 2006, 2007? 25 Q. From the time of the pitch, after the</p> | <p style="text-align: right;">Page 69</p> <p>1 the folder if I didn't erase them, yes. 2 Q. Do you have a file with respect to 3 Canamex? 4 A. Separately, no. 5 Q. I mean anything you have would be together 6 with Eldorado? 7 A. Yes. 8 Q. Do you claim to have a membership interest 9 in Eldorado? 10 A. Correct. As much as I understand the 11 legal term "membership interest." 12 Q. What's the extent of your membership 13 interest? 14 MR. SIMONS: Objection to the extent it 15 calls for a legal conclusion. 16 BY MR. LIONEL: 17 Q. Please. 18 A. I don't know. 19 Q. Is it shares or what? 20 A. It is -- as far as I understand, rights to 21 be registered as a shareholder in Eldorado Hills or 22 to have some equity participation in Eldorado Hills. 23 Q. And the basis of that is what? 24 A. My investment in Eldorado Hills. 25 Q. But what documentation is there?</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 70</p> <p>1 MR. SIMONS: Don't answer again. He's 2 already asked and answered that eight times. 3 MR. LIONEL: No, I haven't. 4 MR. SIMONS: Yes, you have. 5 BY MR. LIONEL: 6 Q. Answer the question, please. 7 MR. SIMONS: This is the last time. You 8 don't get to keep asking the same thing over and 9 over. 10 MR. LIONEL: I'm asking what the 11 documentation is of that investment -- of that 12 interest. We're talking about interest now. 13 MR. SIMONS: You said "investment." 14 BY MR. LIONEL: 15 Q. What's the documentation with respect to 16 your interest? 17 A. I don't remember. 18 Q. Did you have documentation? 19 A. I don't remember. As much as I had, it is 20 included in here. 21 Q. Included where? 22 A. In the paperwork that were submitted. 23 Q. Do you know any particular paperwork? 24 A. I remember number 2, Exhibit 2. 25 Q. That's the purchase agreement?</p> | <p style="text-align: right;">Page 72</p> <p>1 A. I don't know. 2 Q. Did you ever know? 3 A. I may have been told, but I don't recall. 4 Q. What attempts have you made to get that 5 clarified, the membership interest? 6 A. To have that what? 7 Q. To have the membership interest, to have 8 that issue clarified, what have you done? 9 A. At the time in the past, unfortunately, I 10 do not recall that I have. I was assuming that 11 Carlos Huerta will register my rights properly with 12 his partners, Sig Rogich and whoever else, and later 13 on, I referred it to my attorney to seek my rights. 14 Q. That's Mr. Simons? 15 A. That's Mr. Simons. 16 Q. When did you retain him? 17 A. I retained him after there was the 18 initial -- some kind of a court proceeding that 19 Carlos Huerta helped me do somehow. I don't even 20 remember how. Which was, I think, rejected and then 21 I hired Mr. Simons. 22 Q. That was in 2016? 23 A. Could be. 24 Q. Anybody else that you enlisted to get your 25 interest?</p> |
| <p style="text-align: right;">Page 71</p> <p>1 A. That's a purchase agreement. I remember 2 this one for sure, which acknowledges, to the best of 3 my understanding and to my attorney's understanding, 4 my rights to be a claimant in regards to Eldorado 5 Hills. 6 Q. Clarify. Let's talk membership interest, 7 okay? 8 A. Pardon? 9 Q. Membership interest. You claim a 10 membership interest in Eldorado. 11 A. I answered in regards to the membership 12 interest, that I do not understand the legal standing 13 of the wording "membership interest." In very simple 14 terms, I invested in Eldorado Hills. I am supposed 15 to be part owner of Eldorado Hills. Whether it has 16 been registered properly or not, I do not know. What 17 I know is that in Exhibit 2, it is explicitly 18 mentioned that Nanyah Vegas has a claim towards 19 Eldorado Hills, whether that claim is the -- what you 20 just called it. 21 Q. Membership interest? 22 A. -- membership interest or something else, 23 I know not. 24 Q. What's the extent of the membership 25 interest?</p> | <p style="text-align: right;">Page 73</p> <p>1 A. No. Not that I know. 2 Q. Do you claim there's money owed to you? 3 A. This money is owed to me, yes. 4 Q. The million five? 5 A. Million five based on 2008 terms, yes. 6 Q. Based on anything else besides the 2008? 7 You're talking about the agreement? 8 A. I'm talking about value. 9 Q. Value? 10 A. Yeah. 11 Q. Value of what? 12 A. Well, since my potential claim was 1.5 13 back in 2008, and since it was, to my understanding, 14 illegally taken away from me or attempted to be taken 15 away from me, going forward, that 1.5 will carry some 16 interest and potentially other benefits. 17 Q. And you measured that from 2008? 18 A. I don't measure it from a certain date 19 because I don't know what legally I would be entitled 20 to. I think that this is something that will be 21 between my attorney and the court at some point. 22 Q. But the claim you say was 2008, the 23 interest to run from? 24 A. No, no. 25 MR. SIMONS: No.</p> |

Page 74

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

Page 75

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

Page 76

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

Page 77

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

| | |
|---|--|
| <p style="text-align: right;">Page 78</p> <p>1 million and a half?</p> <p>2 A. I didn't tell him to invest a million and</p> <p>3 a half. It was not like I went and gave Mr. Huerta</p> <p>4 and million and a half and told him to look for</p> <p>5 somewhere to park it. He pitched a specific deal to</p> <p>6 me that later on took a bit of a twist into Eldorado</p> <p>7 from Canamex, and I agreed to invest in that specific</p> <p>8 deal. Mr. Huerta is no money manager, as far as I</p> <p>9 know.</p> <p>10 Q. I want to talk about 2008. In 2008, Mr.</p> <p>11 Huerta ceased being a manager of Eldorado; isn't that</p> <p>12 correct?</p> <p>13 A. If the legal documentation supports that,</p> <p>14 then yes.</p> <p>15 Q. And actually in Exhibit 2, the purchase</p> <p>16 agreement, will support that?</p> <p>17 A. If so, then yes.</p> <p>18 Q. Tell me about the discussions that you had</p> <p>19 with him at that time.</p> <p>20 A. I don't remember the discussions that we</p> <p>21 had at that time. There was probably something vague</p> <p>22 about -- or vaguely I remember or recall about the</p> <p>23 fact that he had his own financial issues at the</p> <p>24 time. He had to sell or whatever. And within that</p> <p>25 sale, he made sure that my interest in Eldorado Hills</p> | <p style="text-align: right;">Page 80</p> <p>1 says. The document says what it says.</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. What do you understand you are as a</p> <p>4 potential claimant?</p> <p>5 MR. SIMONS: Don't answer.</p> <p>6 MR. LIONEL: Why? Is that privileged?</p> <p>7 MR. SIMONS: No. You're asking him for --</p> <p>8 MR. LIONEL: Then you cannot make the --</p> <p>9 MR. SIMONS: Absolutely I can.</p> <p>10 MR. LIONEL: You cannot tell him not to</p> <p>11 answer.</p> <p>12 MR. SIMONS: Absolutely I can.</p> <p>13 MR. LIONEL: No, you can't.</p> <p>14 MR. SIMONS: You're asking him to</p> <p>15 interpret a document. That's a legal issue.</p> <p>16 MR. LIONEL: That's not a --</p> <p>17 MR. SIMONS: That's not a factual issue.</p> <p>18 MR. LIONEL: You are limited to what you</p> <p>19 can tell a witness.</p> <p>20 MR. SIMONS: Here's what I can do. I can</p> <p>21 also suspend that question and move for a protective</p> <p>22 order.</p> <p>23 MR. LIONEL: Do that.</p> <p>24 MR. SIMONS: Well, I will if I need to.</p> <p>25 MR. LIONEL: I want an answer.</p> |
| <p style="text-align: right;">Page 79</p> <p>1 remained intact.</p> <p>2 Q. The purchase agreement, which is</p> <p>3 Exhibit 2, says that you are a potential claimant; is</p> <p>4 that correct?</p> <p>5 A. That appears there, yeah.</p> <p>6 Q. What was your understanding of what you</p> <p>7 were as a potential claimant?</p> <p>8 MR. SIMONS: Here you're asking him to</p> <p>9 interpret a document that he's not --</p> <p>10 MR. LIONEL: No, I'm asking his</p> <p>11 understanding.</p> <p>12 MR. SIMONS: Yes, you are. You're asking</p> <p>13 him to legally interpret the document.</p> <p>14 MR. LIONEL: I asked him his</p> <p>15 understanding.</p> <p>16 MR. SIMONS: No. You're asking him to --</p> <p>17 BY MR. LIONEL:</p> <p>18 Q. Would you answer the question, please?</p> <p>19 MR. SIMONS: No. You're asking him to</p> <p>20 interpret a document that he's not a party to.</p> <p>21 That's a legal issue for the court. You don't get a</p> <p>22 witness to testify as to what he -- how he's going to</p> <p>23 interpret the document. I'm not letting that happen.</p> <p>24 MR. LIONEL: He makes claims under it.</p> <p>25 MR. SIMONS: Absolutely. It says what it</p> | <p style="text-align: right;">Page 81</p> <p>1 MR. SIMONS: Well, you're not going to get</p> <p>2 to sit here and ask him to interpret the contracts</p> <p>3 today. Not happening.</p> <p>4 MR. LIONEL: Under the rule, you cannot --</p> <p>5 you cannot object. He's got to answer.</p> <p>6 MR. SIMONS: I can --</p> <p>7 MR. LIONEL: You can't tell him not to</p> <p>8 answer.</p> <p>9 MR. SIMONS: I can tell him not to answer</p> <p>10 to protect the record while we take the issue up.</p> <p>11 Absolutely we can. I'm very comfortable with that</p> <p>12 because I've done it before.</p> <p>13 THE WITNESS: But how can I answer a legal</p> <p>14 question?</p> <p>15 MR. SIMONS: That's the point. What's</p> <p>16 your question? Put it on the record. What does he</p> <p>17 interpret --</p> <p>18 MR. LIONEL: You made this long talking</p> <p>19 objection, to which I object to.</p> <p>20 MR. SIMONS: Well, I know. But I'm trying</p> <p>21 to let you know that it's an improper question. Go</p> <p>22 ahead.</p> <p>23 MR. LIONEL: Now he's going to tell me</p> <p>24 what you said.</p> <p>25 MR. SIMONS: So what.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 82</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. What was your understanding --</p> <p>3 MR. SIMONS: When?</p> <p>4 BY MR. LIONEL:</p> <p>5 Q. You said you were a potential claimant.</p> <p>6 A. I don't have an understanding. It is a</p> <p>7 legal matter that has legal standing and it's not for</p> <p>8 me to decipher it.</p> <p>9 Q. Earlier in the deposition you said you</p> <p>10 were a potential claimant.</p> <p>11 A. This is what the paper says.</p> <p>12 Q. I'm asking you what your understanding</p> <p>13 is --</p> <p>14 A. It is not my place to understand or not</p> <p>15 understand. It is my place to claim or not to claim.</p> <p>16 Q. Claim what?</p> <p>17 A. Any rights that I might have.</p> <p>18 Q. But you are a potential claimant?</p> <p>19 MR. SIMONS: No. The document says what</p> <p>20 it says. He'll agree that the document says what it</p> <p>21 says. We'll stipulate that it says what it says.</p> <p>22 MR. LIONEL: You're really in a good</p> <p>23 friendly, good mood. You'll stipulate what it says.</p> <p>24 MR. SIMONS: Yeah.</p> <p>25 MR. LIONEL: No thanks.</p> | <p style="text-align: right;">Page 84</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. What would be the -- what's the basis for</p> <p>3 your claim against Mr. Rogich?</p> <p>4 MR. SIMONS: Asked and answered. You went</p> <p>5 through that earlier today.</p> <p>6 MR. LIONEL: That doesn't give you the</p> <p>7 right to stop him, Counsel.</p> <p>8 MR. SIMONS: It gives me the right to put</p> <p>9 an objection.</p> <p>10 MR. LIONEL: I'm questioning him. It's my</p> <p>11 deposition.</p> <p>12 MR. SIMONS: And the Discovery</p> <p>13 Commissioner said, and you referenced that you would</p> <p>14 not delay it or be unduly burdensome.</p> <p>15 MR. LIONEL: You are delaying it by doing</p> <p>16 what you've got --</p> <p>17 MR. SIMONS: You're asking the same</p> <p>18 questions you've already asked.</p> <p>19 MR. LIONEL: -- no right to do, which you</p> <p>20 have no right to do.</p> <p>21 MR. SIMONS: Well, I can when it becomes</p> <p>22 burdensome and harassing.</p> <p>23 Do you have anything to add over and above</p> <p>24 other than what you've already testified as to the</p> <p>25 basis of your claims?</p> |
| <p style="text-align: right;">Page 83</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. Who did you have potential claims</p> <p>3 against --</p> <p>4 MR. SIMONS: Objection to the extent</p> <p>5 you're trying to characterize the document as the</p> <p>6 definition of potential claims, but go ahead and</p> <p>7 ask -- answer because if he's asking for who your</p> <p>8 claims are against, you can answer that.</p> <p>9 THE WITNESS: Would you like to repeat the</p> <p>10 question, sir?</p> <p>11 BY MR. LIONEL:</p> <p>12 Q. As a potential claimant, whom did you have</p> <p>13 potential claims against?</p> <p>14 MR. SIMONS: I'm objecting because now</p> <p>15 you're trying to define him as a potential claimant</p> <p>16 under the definition in the contract. To the extent</p> <p>17 you're not and as to who his claims would be against,</p> <p>18 I will let you answer.</p> <p>19 THE WITNESS: My claims would be against</p> <p>20 Sig Rogich, his family foundation, to the best of my</p> <p>21 understanding, Teld, which is Eliades, and any other</p> <p>22 person or --</p> <p>23 MR. SIMONS: Entity.</p> <p>24 THE WITNESS: -- entity that is mentioned</p> <p>25 in my claim.</p> | <p style="text-align: right;">Page 85</p> <p>1 MR. LIONEL: No, no, no, no.</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. What's the basis for your claim against</p> <p>4 Mr. Rogich?</p> <p>5 MR. SIMONS: Asked and answered.</p> <p>6 BY MR. LIONEL:</p> <p>7 Q. Answer the question.</p> <p>8 A. Asked and answered.</p> <p>9 Q. That's not an answer. You've got to</p> <p>10 answer it. If you answered, asked and answered, what</p> <p>11 was your answer?</p> <p>12 MR. SIMONS: It says it in the record.</p> <p>13 MR. LIONEL: Counsel, I'm going to stop</p> <p>14 this deposition and we'll go to the commissioner. Do</p> <p>15 you want to do that?</p> <p>16 MR. SIMONS: Look, I want you to move</p> <p>17 forward and not ask the same questions over and over.</p> <p>18 So this one time, you can restate all that if you</p> <p>19 want to pull it up or reference what I've already</p> <p>20 said, but we're not --</p> <p>21 MR. LIONEL: No, no --</p> <p>22 MR. SIMONS: -- we're not going down this</p> <p>23 road today. You want to waste time now.</p> <p>24 MR. LIONEL: I'm not trying to waste time.</p> <p>25 I have not been wasting time.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 86</p> <p>1 MR. SIMONS: You asked the same questions 2 over and over. Let's move forward with this one 3 question but you know what my objection's going to 4 be. If we're going to ask the same things we've 5 already covered, we're going to have a problem. 6 MR. LIONEL: Then we might as well stop it 7 now and go to the Discovery Commissioner. 8 MR. SIMONS: No, because that's 9 something -- it looks to me like that's your plan. 10 MR. LIONEL: So what is my plan? 11 MR. SIMONS: To delay. 12 MR. LIONEL: What kind of nonsense -- what 13 do I gain by delay? 14 MR. SIMONS: You tell me. 15 MR. LIONEL: So what are you talking 16 about? 17 THE WITNESS: Sending more hours to your 18 attorney. 19 MR. SIMONS: You want to waste the time? 20 Go ask him, what are your claims -- the basis of your 21 claims against Mr. Rogich? 22 MR. LIONEL: No, no, I'll ask the 23 questions. 24 MR. SIMONS: Then have at it. 25 ///</p> | <p style="text-align: right;">Page 88</p> <p>1 that. 2 Q. Fine. Exhibit 2, the purchase agreement, 3 you say you have rights against Mr. Rogich under that 4 agreement; is that correct? 5 MR. SIMONS: He already answered the 6 question. Now you're mischaracterizing. Asked and 7 answered. He said also under that agreement. 8 MR. LIONEL: And I'm asking what the other 9 things were? 10 MR. SIMONS: He did. His investment into 11 Eldorado Hills. 12 MR. LIONEL: That's fine. But I want to 13 know -- 14 THE WITNESS: And any other -- and 15 other -- 16 BY MR. LIONEL: 17 Q. I understand that. I understand what 18 you're saying. 19 MR. SIMONS: Well, if you understand it, 20 then you don't need to ask the question. 21 BY MR. LIONEL: 22 Q. Mr. Harlap, all I'm asking you is prior to 23 Exhibit 2, which is the purchase agreement under 24 which you say you have rights, did you have any 25 rights against Mr. Rogich?</p> |
| <p style="text-align: right;">Page 87</p> <p>1 BY MR. LIONEL: 2 Q. What's the basis for your claim against 3 Mr. Rogich? 4 A. As I told you before. 5 Q. Which is what? 6 A. My interest in Eldorado Hills, as also 7 mentioned in Exhibit 2, perhaps in other papers as 8 well, sees me as a potential claimant the way it is 9 referred to in that paper, specific paper. And other 10 than that, I'm seeking the legal advice of my counsel 11 in order to assess what are my rights. 12 Q. Before that paper, which is Exhibit 2, 13 you're talking about the purchase agreement, did you 14 have any claim against Mr. Rogich? 15 A. In 2007 or whenever I invested in Eldorado 16 Hills? 17 Q. At any time -- at the time -- strike that. 18 Exhibit 2 is called a purchase agreement, 19 and you claim you have rights under that purchase 20 agreement -- 21 A. Also under that purchase agreement. Also 22 under that purchase agreement. 23 Q. What else do you have rights from? 24 A. I probably have my right due to the fact 25 that I invested directly in Eldorado Hills prior to</p> | <p style="text-align: right;">Page 89</p> <p>1 MR. SIMONS: Asked and answered. 2 BY MR. LIONEL: 3 Q. Answer that, please. 4 A. I think that I've answered before. I've 5 made my investment in Eldorado Hills in which he was 6 a part of, to the best of my understanding. And so 7 as much as he was part of it, I theoretically, and 8 based on my legal advice, would have claims against 9 him, yes. 10 Q. Because he was a member of the LLC? 11 A. Because of any legal reason. 12 Q. Are you aware of any legal reason? 13 A. Had I been a lawyer, I would have been 14 aware. Since I'm not a lawyer, I cannot be aware. 15 Q. Aside from what you just said, did you 16 have any claim against Mr. Rogich prior to the 17 execution of Exhibit 2? 18 MR. SIMONS: Asked and answered. That's 19 the third time. 20 BY MR. LIONEL: 21 Q. Answer that. 22 A. Asked and answered. 23 MR. SIMONS: There you go. 24 BY MR. LIONEL: 25 Q. What's your answer?</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 90</p> <p>1 MR. SIMONS: He already answered. 2 THE WITNESS: I answered. 3 MR. SIMONS: Go ahead. 4 BY MR. LIONEL: 5 Q. What was your answer? 6 A. I answered. 7 MR. SIMONS: Will you go back and read the 8 answer to Mr. Lionel. 9 (Whereupon, the record was 10 read back by the court reporter:) 11 BY MR. LIONEL: 12 Q. Aside from the fact that you had invested 13 a million five in Eldorado and aside from the 14 purchase agreement, based on what else did you have a 15 claim against Mr. Rogich at the time? 16 A. Based on any other paperwork that my 17 lawyer would see as giving me such rights. 18 Q. And you personally have no personal 19 understanding of what they may be? 20 A. I am not a lawyer, and so I do not attempt 21 to understand what I am not educated to. 22 Q. Before the purchase agreement, did you 23 have any rights against anybody other than Eldorado? 24 A. Before which purchase agreement? 25 Q. The one, Exhibit 2.</p> | <p style="text-align: right;">Page 92</p> <p>1 Q. But you were not a party? 2 MR. SIMONS: Objection. 3 THE WITNESS: I don't understand what is 4 the standing of a party or not a party. 5 BY MR. LIONEL: 6 Q. I asked you a question. As far as you're 7 concerned -- 8 A. I don't have -- I have no concerns other 9 than what is my legal standing. And I am not 10 deciphering my legal standing. It not for me to do. 11 Q. I should have taken a deposition of your 12 lawyer. 13 A. Maybe. 14 MR. SIMONS: I don't think you want it. 15 BY MR. LIONEL: 16 Q. Did you have any claim against Teld 17 prior -- 18 A. Same answer. 19 Q. How about Mr. Eliades? 20 A. Same answer. 21 Q. How about with the Eliades Trust? 22 A. Same answer. 23 Q. How about the Rogich Trust? 24 A. Same answer. 25 Q. Why did you wait so long to sue?</p> |
| <p style="text-align: right;">Page 91</p> <p>1 MR. SIMONS: Objection to the extent it's 2 asking for a legal conclusion. 3 MR. LIONEL: I want his understanding. 4 THE WITNESS: I do not have the capacity 5 to analyze my legal standing in regards to any 6 previous paperwork or this paperwork, and I have to 7 rely on my attorney's counsel. 8 BY MR. LIONEL: 9 Q. And as far as you're concerned, you have 10 no knowledge of any such -- 11 A. As far as I'm concerned, I have no attempt 12 to have knowledge. 13 Q. No what? 14 A. No attempt to assume that I have the 15 knowledge. 16 Q. Were you a party to the purchase 17 agreement? 18 MR. SIMONS: Objection to the extent it 19 asks for a legal conclusion. 20 BY MR. LIONEL: 21 Q. Answer the question, please. 22 A. I was mentioned in the -- in Exhibit 2. 23 Q. Exhibit A. I'm sorry, in Exhibit 2. 24 Okay. 25 A. I was mentioned in Exhibit 2.</p> | <p style="text-align: right;">Page 93</p> <p>1 MR. SIMONS: Which time? 2 THE WITNESS: What do you mean by "so 3 long"? I think I'm suing within the time frame that 4 I'm permitted to. Why is it too long? 5 BY MR. LIONEL: 6 Q. Is that your reason? 7 A. My reasons are to be kept between me and 8 my attorney. This is privileged information. 9 Q. Is that the only answer you can give me? 10 A. I think so. 11 Q. Fine. Did you ever discuss your claim 12 against Mr. Rogich or his trust with Mr. Rogich? Did 13 you ever discuss it with him? 14 A. No. 15 Q. Did you make any attempt to discuss it 16 with him? 17 A. No, he made the attempt. I did not have 18 direct contact with Mr. Rogich ever. 19 Q. Did you ever attempt to have direct 20 contact? 21 A. Via Carlos Huerta and Jacob Feingold and 22 my attorneys. 23 Q. What attempt did you make? 24 A. They were, to my understanding, repeatedly 25 trying to get him to give me back everything that I</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 94</p> <p>1 was owed in regards to this investment, in one way or 2 the other. 3 Q. Where did Jacob Feingold come in? What 4 did he do? 5 A. He's the go through between me and Carlos 6 at some point. 7 Q. What did Carlos try to do? 8 A. I'm not aware of exactly what he tried to 9 do, except to my understanding, he went back and 10 forth many times to Sig Rogich, whether before this 11 agreement, during this agreement, after this 12 agreement, but we know the end result so far. 13 Q. Did Carlos tell you that? 14 A. Yes. 15 Q. What did he tell you exactly? 16 A. I don't remember. 17 Q. When did he tell you? 18 A. I don't remember. 19 Q. Mr. Harlap, I'm going to ask you some 20 questions based on your complaint. And to make it a 21 little clearer, I'm going to give you a copy of the 22 complaint. So when I look at something in here, 23 we'll know what we're talking about instead of my 24 just reading it. 25 MR. LIONEL: This will be six.</p> | <p style="text-align: right;">Page 96</p> <p>1 experiencing financial difficulties, which caused 2 Rogich Trust to be unable to contribute further funds 3 to Eldorado for payment of Eldorado's monthly loan 4 payments." 5 You're familiar with that paragraph? 6 A. I read it here in my complaint. 7 Q. Do you have any problems -- do you 8 understand it? 9 A. Yes, I do not -- I cannot relate now to 10 whether it was 2006 or not, I don't know. 11 Q. I understand that. I accept that. 12 A. And, of course, I am not fully aware of 13 Sig Rogich's personal finances. 14 Q. I'll get into that. This paragraph here, 15 is that your understanding, that that was the 16 situation in 2006 or 2007? 17 A. If this is what legally this means, then 18 yes. 19 Q. How do you know that? Is that what Carlos 20 told you? 21 A. I do not know. 22 MR. SIMONS: Objection. This isn't a 23 document he prepared. His counsel prepared it. 24 BY MR. LIONEL: 25 Q. Is that what Carlos told you?</p> |
| <p style="text-align: right;">Page 95</p> <p>1 (Exhibit Number 6 was marked.) 2 BY MR. LIONEL: 3 Q. Would you look at that complaint, please, 4 Mr. Harlap. I'm going to start on paragraph 12. 5 "Eldorado relied on its two members to pay the 6 monthly loan payments, requiring Go Global and Rogich 7 Trust to contribute additional funds to Eldorado, 8 which in turn, Eldorado would use to pay the monthly 9 loan payment. In addition, funds would be 10 contributed and applied and used toward the 11 development cost as the project was being designed as 12 an industrial park." 13 Now, I read that paragraph to you to bring 14 you a little -- one of the things you talk about is 15 the -- you have some paragraphs here with respect 16 to -- well, Mr. Huerta said he paid. In other words, 17 he said he paid certain money for mortgage payments 18 and that he wanted to get them back or words to that 19 effect. I'm just trying to give you a general 20 background for where we're going. 21 A. I hear you. 22 Q. I beg your pardon? 23 A. I hear you. 24 Q. Okay. Fine. Now, look at paragraph 13, 25 "Commencing in or about 2006, Rogich Trust was</p> | <p style="text-align: right;">Page 97</p> <p>1 A. I have no idea. This is a legal document 2 that was prepared by my counsel based on the assembly 3 of all the information that was given either by 4 paperwork or in wording either through me or through 5 findings of other papers and/or through Carlos Huerta 6 or anybody else who had to do with this case or this 7 investment. 8 Q. But you know that these three lines were 9 prepared by your lawyer, right? 10 A. Yes. 11 Q. And it says, "And commencing 2006, the 12 Rogich Trust was experiencing financial 13 difficulties." Is that what it says? 14 A. That's what it says. 15 Q. Do you have any information about whether 16 that's true or not? 17 A. No. 18 Q. No. Do you have any information about 19 whether Rogich Trust was unable to contribute further 20 funds to Eldorado? You don't have any information? 21 A. You're asking me whether he could 22 contribute. I have no clue whether he could. I know 23 that I heard that he didn't. 24 Q. From whom? 25 A. At the time, apparently.</p> |

| Page 98 | Page 100 |
|---|--|
| <p>1 Q. From whom?</p> <p>2 A. Probably through Carlos or through the</p> <p>3 findings of my attorney.</p> <p>4 Q. Fine. But you have no personal knowledge</p> <p>5 of that?</p> <p>6 A. No.</p> <p>7 Q. Let's go to 14. Would you read that, and</p> <p>8 I'm going to ask you whether you've got any personal</p> <p>9 knowledge of that.</p> <p>10 A. I heard about it.</p> <p>11 Q. From whom?</p> <p>12 A. Either from Carlos Huerta or through my</p> <p>13 lawyers when we started preparing the paperwork for</p> <p>14 the claim.</p> <p>15 Q. But you don't have any personal knowledge?</p> <p>16 A. I don't recall.</p> <p>17 MR. SIMONS: Here's what I need to do, is</p> <p>18 to caution you that communications between yourself</p> <p>19 or myself or anyone in my office are protected by the</p> <p>20 attorney/client privilege. If your information is</p> <p>21 derived from those communications, then I'm</p> <p>22 instructing you not to answer.</p> <p>23 THE WITNESS: Okay.</p> <p>24 MR. SIMONS: If he asks you a question</p> <p>25 about personal knowledge that derives from another</p> | <p>1 have personal knowledge, but it was derived from my</p> <p>2 attorney? Yes, I agree with that.</p> <p>3 MR. LIONEL: If he's got personal</p> <p>4 knowledge, it's not derived from him.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. Independent of your lawyer, do you have</p> <p>7 knowledge of that, personal knowledge?</p> <p>8 A. I do not know.</p> <p>9 Q. Paragraph 15, would you read it, please.</p> <p>10 A. I read it.</p> <p>11 Q. Aside from what your attorney may have</p> <p>12 told you, do you have any personal knowledge of</p> <p>13 what's in paragraph 15?</p> <p>14 A. I may have also heard something in this</p> <p>15 regard from Carlos, but I do not recall. I do not</p> <p>16 recall a specific conversation, but it might have</p> <p>17 very well been.</p> <p>18 Q. From Carlos?</p> <p>19 A. If, then from Carlos -- beyond what I know</p> <p>20 from my lawyer, it would be from Carlos and maybe</p> <p>21 Mr. Feingold.</p> <p>22 Q. Fine. It talks about Go Global's</p> <p>23 advances. Do you know what the amount of those</p> <p>24 advances were?</p> <p>25 A. No.</p> |
| Page 99 | Page 101 |
| <p>1 source other than our communications, he's entitled</p> <p>2 to that.</p> <p>3 THE WITNESS: But the truth is that I</p> <p>4 cannot recall what, if at all, at some point I heard</p> <p>5 from Carlos, let alone what was going on between you</p> <p>6 and me. I cannot say this I heard from you, that I</p> <p>7 heard from him. By and large, if I heard anything</p> <p>8 from Carlos, it was like that (motioning with hands</p> <p>9 far apart). If I heard anything through you, it was</p> <p>10 like that (motioning with hands closer together).</p> <p>11 MR. SIMONS: Okay.</p> <p>12 THE WITNESS: This is as much as I can</p> <p>13 relate to it, Mr. Lionel.</p> <p>14 BY MR. LIONEL:</p> <p>15 Q. Let's go back to paragraph 14. Do you</p> <p>16 have any personal knowledge of what that says?</p> <p>17 MR. SIMONS: Again, just for</p> <p>18 clarification, if your knowledge is based upon our</p> <p>19 communication --</p> <p>20 THE WITNESS: It's based upon this</p> <p>21 attorney relationship.</p> <p>22 MR. LIONEL: No. If I ask him whether he</p> <p>23 has any personal knowledge, he can answer that, can't</p> <p>24 he?</p> <p>25 MR. SIMONS: What you're saying is, yes, I</p> | <p>1 Q. Did you ever know?</p> <p>2 A. I may have seen something, but I don't</p> <p>3 recall.</p> <p>4 Q. Did you ever inquire as to the amount of</p> <p>5 the advances?</p> <p>6 A. No. I never got into the details of this</p> <p>7 investment to that level.</p> <p>8 Q. When Carlos made the pitch to you in</p> <p>9 2007 --</p> <p>10 A. Or '6 or whatever it was.</p> <p>11 Q. Whatever it was, did he talk about</p> <p>12 advances by him?</p> <p>13 A. I do not remember that. There is no way I</p> <p>14 would remember that.</p> <p>15 Q. Are you sure you don't remember</p> <p>16 anything -- him talking about advances?</p> <p>17 A. I don't remember him saying or not saying</p> <p>18 it. And I do not remember whether it was during the</p> <p>19 pitch and/or after the pitch, prior to me investing</p> <p>20 money or post me investing money in Eldorado Hills.</p> <p>21 I cannot tell you.</p> <p>22 Q. You cannot say whether --</p> <p>23 A. It could or could not have been in any of</p> <p>24 these occasions.</p> <p>25 Q. Do you remember him ever talking about</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 102</p> <p>1 advances?</p> <p>2 A. Not specifically.</p> <p>3 Q. How about generally?</p> <p>4 A. Maybe -- I don't want to say that I</p> <p>5 remember specific because my memory may be due to the</p> <p>6 fact that I read the paperwork at a later point and</p> <p>7 only got information then, but I don't know.</p> <p>8 Q. But do you now have any memory of him</p> <p>9 talking --</p> <p>10 A. Now I don't need the memory. Now I can</p> <p>11 read.</p> <p>12 Q. You want me to take that away from you?</p> <p>13 A. No need to.</p> <p>14 Q. Paragraph 16, "In reliance on Rogich</p> <p>15 Trust's approval, consent and knowledge, Go Global</p> <p>16 solicited and obtained the following investments into</p> <p>17 Eldorado."</p> <p>18 Do you have any memory that Rogich Trust</p> <p>19 approved, consent and knew about this?</p> <p>20 A. Now I have to refer you to the</p> <p>21 lawyer-client conversations.</p> <p>22 Q. But do you -- aside from that, do you have</p> <p>23 any personal knowledge?</p> <p>24 A. It's not me to have personal knowledge or</p> <p>25 not. I'm not basing anything here theoretically on</p> | <p style="text-align: right;">Page 104</p> <p>1 personally aware that Rogich Trust approved,</p> <p>2 consented and knew about it?</p> <p>3 A. I cannot say that I personally know or</p> <p>4 don't know.</p> <p>5 Q. Fine. It says Nanyah, a million five.</p> <p>6 A. That's what it says.</p> <p>7 Q. Did Nanyah make that investment in</p> <p>8 Eldorado?</p> <p>9 A. Nanyah Vegas made the 1,500,000 investment</p> <p>10 in Eldorado Hills.</p> <p>11 Q. With Mr. Rogich Trust's approval, consent</p> <p>12 and knowledge?</p> <p>13 A. As I told you before, I do not know and I</p> <p>14 cannot answer.</p> <p>15 Q. Fine. Do you know about the Antonio</p> <p>16 Nevada's \$3,360,000 purported investment in Eldorado?</p> <p>17 A. No.</p> <p>18 Q. No personal knowledge aside from what you</p> <p>19 may have learned from your lawyer. Fair statement?</p> <p>20 A. Either lawyer or before, but nothing</p> <p>21 personal and no paperwork regarding this thing, as</p> <p>22 far as I recall.</p> <p>23 Q. And you would say the same answers with</p> <p>24 respect to the Ray family, which shows \$283,561, and</p> <p>25 the Eddyline Investments --</p> |
| <p style="text-align: right;">Page 103</p> <p>1 personal knowledge because it is many years ago. I</p> <p>2 do not recall. And as much as I know what happened</p> <p>3 was, in retrospect, floated or surfaced through the</p> <p>4 findings of my legal counsels, mostly. Not only but</p> <p>5 mostly.</p> <p>6 Q. But when I ask if you have personal</p> <p>7 knowledge, besides what your lawyer may have told</p> <p>8 you, you can say yes or no.</p> <p>9 A. When I am firm about whether I have</p> <p>10 personal knowledge or not, I would.</p> <p>11 Q. But you don't have personal knowledge?</p> <p>12 A. I don't have.</p> <p>13 Q. You can't say that you had?</p> <p>14 A. I cannot say that I have or that I don't</p> <p>15 have.</p> <p>16 Q. That's a strange answer, Mr. Harlap.</p> <p>17 A. Maybe, but it is my answer.</p> <p>18 Q. Fine. Well, I'm going to break it down.</p> <p>19 "And reliance on Rogich Trust's approval, consent and</p> <p>20 the knowledge, Go Global consented and obtained the</p> <p>21 following investments."</p> <p>22 A. "Go Global solicited and obtained."</p> <p>23 Q. "Solicited and obtained the following</p> <p>24 investments."</p> <p>25 But you can't tell me that you are</p> | <p style="text-align: right;">Page 105</p> <p>1 A. Correct.</p> <p>2 Q. -- for \$50,000?</p> <p>3 A. Correct.</p> <p>4 Q. Now, let's look at paragraph 17. "After</p> <p>5 receipt of Nanyah's investment," I assume it's the</p> <p>6 one million five, "with the full knowledge, consent</p> <p>7 and agreement of Rogich Trust in or about December</p> <p>8 2007, Eldorado used the majority of the one million</p> <p>9 five invested to repay Go Global in amounts Go Global</p> <p>10 has single-handedly advanced on behalf of Eldorado."</p> <p>11 Any personal knowledge of that?</p> <p>12 A. Not that I recall.</p> <p>13 Q. Paragraph 19, "Rogich Trust was at all</p> <p>14 times fully informed and approved the foregoing</p> <p>15 transactions."</p> <p>16 Aside from what your attorney may have</p> <p>17 told you, do you have any personal knowledge of</p> <p>18 what's contained in paragraph 19?</p> <p>19 A. No.</p> <p>20 Q. In paragraph 17, you talked about Eldorado</p> <p>21 using the majority of the million five invested by</p> <p>22 Nanyah. What was the majority, do you know?</p> <p>23 A. I think it was a number that was very</p> <p>24 close to the 1.5 million, but this is only if this is</p> <p>25 the amount of money that I saw somewhere, and I don't</p> |

| Page 106 | Page 108 |
|--|---|
| <p>1 remember where, that was paid by the Eldorado Hill</p> <p>2 Trust or whatever it is, or repaid to Go Global, to</p> <p>3 Carlos Huerta. There was something like that, but I</p> <p>4 don't remember. I don't know. I don't know if this</p> <p>5 is the numbers that you are relating to.</p> <p>6 Q. What's the extent of your personal</p> <p>7 knowledge aside from what you learned from your</p> <p>8 lawyers with respect to 17?</p> <p>9 A. There's no extent.</p> <p>10 Q. At the time you sent -- invested a million</p> <p>11 and a half into Eldorado, were you aware of what was</p> <p>12 in the Eldorado account at that time?</p> <p>13 A. I don't think so. I doubt very much.</p> <p>14 Q. While you were in Israel with Mr. Huerta,</p> <p>15 did you tell him that some money would be paid to</p> <p>16 Huerta out of your million five?</p> <p>17 A. If I told Carlos Huerta, it's money of my</p> <p>18 investment in Eldorado would be paid to Carlos</p> <p>19 Huerta.</p> <p>20 Q. Be paid, yes, or Go Global?</p> <p>21 A. I do not remember that, but I doubt it.</p> <p>22 Because my investment was into Eldorado Hills, not --</p> <p>23 I did not pay anything to Carlos Huerta, and I paid</p> <p>24 an investment into Eldorado Hills.</p> <p>25 Q. You invested a million five in Eldorado</p> | <p>1 A. I don't know.</p> <p>2 Q. You don't know that?</p> <p>3 A. I don't know. It could have come out of</p> <p>4 somebody else's. I don't know.</p> <p>5 Q. You don't know?</p> <p>6 A. No.</p> <p>7 Q. You're sure of that?</p> <p>8 A. Yes.</p> <p>9 Q. Let's look at paragraph 17. It says,</p> <p>10 "Eldorado used the majority of the million five</p> <p>11 invested to repay Carlos the amounts Carlos had</p> <p>12 single-handedly advanced."</p> <p>13 A. Apparently.</p> <p>14 Q. Apparently what?</p> <p>15 MR. SIMONS: What's the question?</p> <p>16 BY MR. LIONEL:</p> <p>17 Q. Apparently it came out of the million</p> <p>18 five?</p> <p>19 A. Apparently this is what the lawyers have</p> <p>20 found, I think, as much as I can understand what is</p> <p>21 written.</p> <p>22 Q. So when you testified a few minutes ago</p> <p>23 that it did not come out of your money --</p> <p>24 A. I do not -- you cannot paint this money</p> <p>25 and say -- maybe it came out of a different pocket</p> |
| Page 107 | Page 109 |
| <p>1 Hills. We're talking about Nanyah or you, okay? And</p> <p>2 none of that money was paid to Huerta?</p> <p>3 A. Not that I recall.</p> <p>4 Q. You have no knowledge of that?</p> <p>5 A. I have no knowledge specifically that that</p> <p>6 specific money that I am paying had to be paid to</p> <p>7 Carlos Huerta. I have a later understanding that</p> <p>8 there were monies that were supposed to be paid by</p> <p>9 Eldorado Hills to Go Global, which is Carlos Huerta.</p> <p>10 I don't know of it being painted as my specific money</p> <p>11 as such.</p> <p>12 Q. You don't know whether what Carlos got</p> <p>13 from Huerta was part of the million five?</p> <p>14 A. Carlos Huerta got from who?</p> <p>15 Q. From Eldorado?</p> <p>16 A. In retrospect, I know that there were</p> <p>17 payments done from Eldorado to Carlos. To the best</p> <p>18 of my understanding, this was reimbursement of</p> <p>19 advancements that he gave, according to the paperwork</p> <p>20 that is here, but I don't know of it personal</p> <p>21 knowledge. I know it out of the papers that were</p> <p>22 assembled by my attorneys.</p> <p>23 Q. You don't know whatever Carlos got from</p> <p>24 Eldorado for advances, as you put it, came out of</p> <p>25 your million five?</p> | <p>1 that went into Eldorado Hills.</p> <p>2 Q. That's not what this says.</p> <p>3 A. Okay. So apparently the lawyer found out</p> <p>4 that it was paid out of that.</p> <p>5 Q. And did you agree that the money should</p> <p>6 come out of your million five?</p> <p>7 A. How could I agree if I didn't know?</p> <p>8 Q. You didn't know. This says it did come</p> <p>9 out of the one-five.</p> <p>10 A. Maybe. But it doesn't mean that I knew.</p> <p>11 Q. Did you agree to it?</p> <p>12 MR. SIMONS: Asked and answered. Third</p> <p>13 time on this question. He said he didn't know about</p> <p>14 it.</p> <p>15 Go ahead.</p> <p>16 MR. LIONEL: I don't want you to do that,</p> <p>17 Counsel.</p> <p>18 MR. SIMONS: Well, come on.</p> <p>19 MR. LIONEL: I don't want you to do that.</p> <p>20 MR. SIMONS: You're going in circles,</p> <p>21 Counsel.</p> <p>22 MR. LIONEL: Nonsense.</p> <p>23 Would you read the last question back?</p> <p>24 MR. SIMONS: Go two questions back.</p> <p>25 MR. LIONEL: No, go one question. It's my</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 110</p> <p>1 deposition and I'm questioning.</p> <p>2 MR. SIMONS: Don't keep asking the same</p> <p>3 question over and over.</p> <p>4 MR. LIONEL: Ask the last question,</p> <p>5 please.</p> <p>6 (Whereupon, the following question was</p> <p>7 read back by the court reporter:</p> <p>8 Question: "Did you agree to it")</p> <p>9 THE WITNESS: Agree to what?</p> <p>10 BY MR. LIONEL:</p> <p>11 Q. To the payment to Huerta or Go Global out</p> <p>12 of the million five that you say you invested?</p> <p>13 A. I don't know.</p> <p>14 Q. You don't know?</p> <p>15 A. No, I don't know.</p> <p>16 Q. You may have?</p> <p>17 A. I may have not.</p> <p>18 Q. May have not. Okay.</p> <p>19 At the time you invested in Eldorado, were</p> <p>20 you aware of its financial condition?</p> <p>21 A. No. Not that I recall.</p> <p>22 Q. Did you attempt to find out?</p> <p>23 A. Not that I recall.</p> <p>24 Q. Were you aware that there was a large</p> <p>25 mortgage that was owed by Eldorado?</p> | <p style="text-align: right;">Page 112</p> <p>1 A. No. Not that I recall. I may have. I</p> <p>2 may have not. Maybe I knew. Maybe not. I don't</p> <p>3 know.</p> <p>4 Q. Did you read Mr. Huerta's deposition where</p> <p>5 he discussed a consulting fee?</p> <p>6 A. If the deposition of Mr. Huerta is part of</p> <p>7 this thing, which I had to read, then yes, but I</p> <p>8 don't remember the details. As I told you, it was a</p> <p>9 while ago. And I would not remember anyway.</p> <p>10 Q. What would you remember about the</p> <p>11 consulting fee?</p> <p>12 A. I don't. I don't remember there being or</p> <p>13 not being one.</p> <p>14 Q. Do you know whether the consulting fee was</p> <p>15 reflected in the general ledger of Eldorado?</p> <p>16 A. No. I have no idea.</p> <p>17 Q. You have no idea?</p> <p>18 A. I have no idea.</p> <p>19 Q. You're sure?</p> <p>20 A. I have no idea. It may be part of the</p> <p>21 findings of my attorneys at some point, but I</p> <p>22 personally do not have knowledge. I have never seen</p> <p>23 the ledger personally. I wouldn't know how to read</p> <p>24 it had I seen it.</p> <p>25 Q. Well, could you have heard Mr. Huerta say</p> |
| <p style="text-align: right;">Page 111</p> <p>1 A. I think I heard about a mortgage, but I</p> <p>2 don't know. Honestly, I don't know.</p> <p>3 Q. Do you remember anything about it?</p> <p>4 A. No. I assume that any real estate</p> <p>5 transaction purchase would have part equity, part</p> <p>6 mortgage, and so I assume there could be also a</p> <p>7 mortgage here.</p> <p>8 Q. So you assumed that at the time?</p> <p>9 A. Perhaps I assumed at the time. Perhaps</p> <p>10 not. I don't know. I don't remember what happened</p> <p>11 in 2006 or '7.</p> <p>12 Q. You don't remember?</p> <p>13 A. Or '8. Are we between questions?</p> <p>14 Q. I beg your pardon?</p> <p>15 A. Are we between questions?</p> <p>16 Q. Do you want to go someplace?</p> <p>17 A. If that is possible.</p> <p>18 Q. Surely. Absolutely.</p> <p>19 (Whereupon, a recess was had.)</p> <p>20 BY MR. LIONEL:</p> <p>21 Q. Are you aware that Go Global got a</p> <p>22 consulting fee?</p> <p>23 A. No. I don't recall.</p> <p>24 Q. Are you aware that he got a consulting fee</p> <p>25 out of your million and a half?</p> | <p style="text-align: right;">Page 113</p> <p>1 it was on the general ledger?</p> <p>2 A. Theoretically, I could have heard him say,</p> <p>3 but I don't recall something like that.</p> <p>4 Q. You don't have any knowledge about a</p> <p>5 consulting fee; is that what you're saying?</p> <p>6 A. I don't have information about him having</p> <p>7 a consulting fee but maybe he did.</p> <p>8 Q. And maybe it was on a general ledger?</p> <p>9 A. Maybe.</p> <p>10 Q. But you don't have any knowledge?</p> <p>11 A. I have no knowledge.</p> <p>12 Q. You never heard that?</p> <p>13 A. I didn't say I never heard. I don't</p> <p>14 recall hearing.</p> <p>15 Q. Did you ever authorize a consulting fee to</p> <p>16 Mr. Huerta or Go Global?</p> <p>17 A. Given my recent answer, the answer would</p> <p>18 be that I did not give such consent, to the best of</p> <p>19 my understanding, nor do I recall whether I did or</p> <p>20 didn't.</p> <p>21 Q. Did you ever object to the payment of a</p> <p>22 consulting fee to Go Global?</p> <p>23 A. Pardon?</p> <p>24 Q. Did you ever object to the payment of a</p> <p>25 consulting fee to Go Global?</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 114</p> <p>1 A. I don't have a standing on it at this 2 point in time because I don't know the basis for such 3 a claim, whether there was such a claim. 4 Q. Do you remember the first lawsuit? 5 A. My first lawsuit? 6 Q. Yes. 7 A. Barely. You know, in general, that I had 8 one. 9 Q. Hmm? 10 A. I remember that I had one. 11 Q. Who was your lawyer in that lawsuit? 12 A. I don't remember. 13 Q. Did you have a lawyer in that lawsuit? 14 A. I think so, yeah. I think I did. I 15 probably did. 16 Q. Was it Mr. McDonald? 17 A. Maybe. I don't remember. 18 Q. Did you know a McDonald McDonald? 19 A. I don't remember. 20 Q. What do you remember about the lawsuit? 21 A. Not much. Nothing pretty much. Only that 22 there was something like that. 23 Q. Did Mr. Huerta have anything to do with 24 it? 25 A. He was somehow involved in it, I guess,</p> | <p style="text-align: right;">Page 116</p> <p>1 A. I don't remember. Probably -- I assume at 2 the time I was suing Sig Rogich or Eldorado Hills or 3 anybody that had to do with it, but I don't remember 4 who I sued exactly. 5 Q. You really don't remember anything about 6 that? 7 A. No. 8 Q. Do you remember any basis for the suit? 9 Strike that. 10 Do you remember what your claim was? 11 A. As far as I understand, the claim is -- 12 you ask if I remember. Remember, I don't. Can I 13 assume what was my claim? I assume it was exactly 14 the same claim as I have now based on my investment 15 in Eldorado Hills, and the fact that I was owed -- 16 call it a membership part or anything else, rights, 17 claims, potential whatever you call it, it's legal 18 terms which were due to me and were lately -- and 19 later not paid or not acknowledged. 20 Q. Did you rely on Mr. Huerta with respect to 21 that suit? 22 A. Rely? 23 Q. Yes. 24 A. I don't understand what is the legal 25 meaning of "rely." Was he involved somehow? Yes.</p> |
| <p style="text-align: right;">Page 115</p> <p>1 yes. 2 Q. How was he involved? 3 A. He probably introduced me to a lawyer 4 on -- you know, upon my request or something like 5 that. 6 Q. Do you remember meeting the lawyer? 7 A. No, I don't. 8 Q. Did you pay him anything? 9 A. I don't remember. 10 Q. Did you have a retainer agreement? 11 A. I don't remember. 12 Q. Did you see the complaint before it was 13 filed? 14 A. I probably did, but I don't remember 15 whether I saw it or not, but I assume I would have to 16 have. 17 Q. Did you discuss that litigation or that 18 lawsuit with Mr. Huerta? 19 A. I may have. I don't remember. Probably 20 briefly at some point, but -- 21 Q. What do you remember about it? 22 A. Not much. That it existed. That there 23 was a need to approach court to seek some court 24 decisions in regard to my rights in Eldorado Hills. 25 Q. Who were you suing?</p> | <p style="text-align: right;">Page 117</p> <p>1 Rely? I don't think so because rely meaning that 2 there is probably some legal standing, and I do not 3 know of any such legal standing in terms of relying 4 on him. It was my investment in Eldorado Hills which 5 I was referring to. So relying on him? I don't 6 know. 7 Q. Did he have any involvement in that 8 lawsuit? 9 A. I think he introduced to -- he took it to 10 that lawyer on my behalf, subject to me asking him, 11 because I was not physically here, and I didn't want 12 to bother with it from the other side of the world, 13 not knowing the details of the whole process and not 14 having paperwork with me at all to back all these -- 15 a lawsuit, because he had all of it. 16 Q. Do you understand what unjust enrichment 17 is? Let me put it another way. Do you understand 18 what an unjust enrichment claim is? 19 A. Generally, if I translate it to Hebrew, 20 then as far as my limited understanding in legal 21 standing, yes, but I don't understand -- I cannot 22 tell you that I understand the legal implication. 23 It's a legal term, so I'm not the one to be asked 24 about that. 25 Q. Did Nanyah Vegas ever confer a benefit on</p> |

| Page 118 | Page 120 |
|--|--|
| <p>1 Eldorado?</p> <p>2 MR. SIMONS: Objection to the extent</p> <p>3 you're asking for a legal conclusion.</p> <p>4 THE WITNESS: What do you mean?</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. Your understanding. Do you have an</p> <p>7 understanding --</p> <p>8 A. I don't have an understanding.</p> <p>9 Q. -- of that?</p> <p>10 A. I don't have an understanding of what it</p> <p>11 even means. But if I ever got money out of Eldorado</p> <p>12 Hills? No, I just injected money into Eldorado</p> <p>13 Hills.</p> <p>14 Q. That was your relationship with Eldorado,</p> <p>15 you invested money in it?</p> <p>16 A. I invested money in Eldorado Hills.</p> <p>17 Q. The investment in Eldorado was in 2007; is</p> <p>18 that correct?</p> <p>19 A. '6, '7, whatever, '8. I don't recall</p> <p>20 exactly the year. It was prior to -- obviously to</p> <p>21 the 2008 sale of the rights of Exhibit 2, I think it</p> <p>22 is.</p> <p>23 Q. In 2008, I think you said you spoke to</p> <p>24 Mr. Huerta?</p> <p>25 A. I would never tell you that I spoke in</p> | <p>1 here. I never met him elsewhere so it would not have</p> <p>2 been -- probably that there was this deal in 2008, I</p> <p>3 assume, and that they're waiting to give me my</p> <p>4 interest or my rights or my, whatever it is, which I</p> <p>5 cannot define now as we speak. I may have heard,</p> <p>6 during those years here and there, you know, no news,</p> <p>7 okay, we're still trying, hoping, asking, pushing,</p> <p>8 whatever, but not something specific.</p> <p>9 Q. But you do remember the purchase agreement</p> <p>10 of 2008 and what it said about your rights?</p> <p>11 A. As I told you, I remember that there was,</p> <p>12 and I do not remember from when I remember.</p> <p>13 Q. But Carlos told you about that agreement,</p> <p>14 didn't he?</p> <p>15 A. He may have. He may have not. I assume</p> <p>16 he has.</p> <p>17 Q. He told you that you were going to get</p> <p>18 your million five under that agreement in some way?</p> <p>19 A. Million five or more.</p> <p>20 Q. Hmm?</p> <p>21 A. Million five or more.</p> <p>22 Q. You mean with the interest?</p> <p>23 A. With interest, with profits, with</p> <p>24 anything -- because it could have -- I had -- since I</p> <p>25 understood that I have -- I am part owner of</p> |
| Page 119 | Page 121 |
| <p>1 2008, because I do not recall if it's 2008 or '7 or</p> <p>2 '9 or '6.</p> <p>3 Q. Do you remember what, if anything, you did</p> <p>4 in 2008 with respect to Eldorado --</p> <p>5 A. I remember nothing --</p> <p>6 Q. -- with your investment?</p> <p>7 A. -- in terms of relating to it date-wise</p> <p>8 because I do not recall if it was in this or that</p> <p>9 year or what it was at all during these years because</p> <p>10 it's way too far back. And I don't remember what was</p> <p>11 exactly said, if it was said, written, verbally, in</p> <p>12 writing, over the phone, in person, I don't know.</p> <p>13 Q. The investment was made in 2007 or 2006,</p> <p>14 you say whatever, and that there was a purchase</p> <p>15 agreement in 2008 when Carlos got out of Eldorado.</p> <p>16 A. You relate to Exhibit 2?</p> <p>17 Q. Yes. Fair statement, my statement?</p> <p>18 A. Yes.</p> <p>19 Q. What, to your knowledge after that, after</p> <p>20 the Exhibit 2 purchase agreement, what do you</p> <p>21 remember with respect to Eldorado?</p> <p>22 A. I only remember vaguely that every year or</p> <p>23 so I would be told either by Jacob Feingold, maybe at</p> <p>24 some point directly through Carlos on the phone or if</p> <p>25 he came to Israel at some point, because I never came</p> | <p>1 whatever -- of Eldorado Hills and through that, in</p> <p>2 anything that Eldorado Hills owns, at some point,</p> <p>3 I'll get my money, money plus interest, my part of</p> <p>4 the -- my part of the real estate shares. You name</p> <p>5 it, whatever. I don't know. This is legal -- legal</p> <p>6 matters, but that I will get what I am due and that I</p> <p>7 am due.</p> <p>8 Q. You had your interest -- well, after the</p> <p>9 purchase agreement, did you have any interest in</p> <p>10 Eldorado?</p> <p>11 A. I don't know. This is a legal standing.</p> <p>12 I don't know what to answer.</p> <p>13 Q. What was your understanding?</p> <p>14 A. My understanding is that I have rights,</p> <p>15 and these rights will be translated into something,</p> <p>16 be it money, equity, whatever, going forward at some</p> <p>17 point.</p> <p>18 Q. Did you have an understanding, based upon</p> <p>19 talking to Carlos, that after that agreement, you</p> <p>20 were going to get your million five back?</p> <p>21 A. I had the general understanding that I</p> <p>22 will get what is due to me.</p> <p>23 Q. You didn't know any amount?</p> <p>24 A. I knew I invested 1.5 million, but at that</p> <p>25 point in time I do not think that I knew whether my</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 122</p> <p>1 rights were only for 1.5, 1.5 with interest, equity, 2 registration of ownership on a piece of real -- I 3 don't know. This is a legal matter. It's out of my 4 jurisdiction. 5 Q. What did Carlos tell you? 6 A. I don't remember what he told me now in 7 2007 or '8 or whatever. I don't remember what he 8 told me a year ago, if he did. I have no idea what 9 he told me in 2008. I can assume but -- 10 Q. Let's talk about that Exhibit 2. You 11 understand what Exhibit 2 is? 12 A. Yes. More or less. 13 Q. Did Carlos tell you that he was getting 14 out of the company? 15 A. I think, but I'm not sure, that he told me 16 at the time that he had some financial issues, and 17 that he was going out but he secured my interest. 18 Q. He secured your interest? 19 A. Yes. 20 Q. That million and a half? 21 A. My interest, whether it is only the 22 million and a half or more than that, I don't know at 23 this point in time to tell you. 24 Q. You didn't ask him? 25 A. No. Not that I recall. I don't even</p> | <p style="text-align: right;">Page 124</p> <p>1 You've already asked this 15 times earlier, Counsel. 2 MR. LIONEL: It's not been asked once, 3 Counsel. 4 MR. SIMONS: You asked him, and he said he 5 wired it and his account has the information. Why 6 are we going through this? 7 MR. LIONEL: Because I want to go further. 8 It's my deposition. I'm not trying to delay it. If 9 you don't like, you can call or stop and we go to the 10 commissioner. 11 MR. SIMONS: You said you were going to 12 move forward in good faith. 13 MR. LIONEL: I am moving forward. I'm not 14 delaying anything. I anticipate you'll get out of 15 here today. 16 MR. SIMONS: Okay. 17 MR. LIONEL: Probably earlier than you 18 expected. 19 BY MR. LIONEL: 20 Q. Do you have any documentation that you 21 wired it? 22 A. I think that probably in my banking 23 statements and/or my accounting there should be 24 something like that, but I don't know. 25 Q. Eighty-seven, and I'm not going through</p> |
| <p style="text-align: right;">Page 123</p> <p>1 recall the exact wording of the conversation. 2 Q. Okay. Let's eat our lunch. 3 (Whereupon, a recess was had.) 4 MR. LIONEL: Let's go back on the record, 5 Miss Reporter. 6 BY MR. LIONEL: 7 Q. Mr. Harlap, you still have Exhibit 6? 8 A. I do. 9 Q. I'm going to ask you about your claims in 10 the complaint. And the first claim, paragraph 86 11 says, "Nanyah invested \$1.5 million into Eldorado." 12 Tell me about that, how you invested it. 13 A. I wired money. 14 Q. I beg your pardon? 15 A. I wired money. 16 Q. You wired money? 17 A. (Witness nodded head.) Yes. 18 Q. She won't get your head shaking. 19 A. I wired money. 20 Q. To whom? 21 A. To Eldorado. 22 Q. How much? 23 A. \$1.5 million. 24 Q. Do you have any documentation of that? 25 MR. SIMONS: Why are we asking this now?</p> | <p style="text-align: right;">Page 125</p> <p>1 the whole thing, believe me. "At all relevant times, 2 Nanyah claimed an ownership interest in Eldorado." 3 When you say "at all relevant times," does 4 that have any meaning to you? 5 A. The relevance is a legal relevance. And 6 when he says that "at all relevant times," I assume 7 that it refers to any legally relevant time from the 8 point of time in which I invested until today. 9 Q. And at those times you claimed an 10 ownership interest in Eldorado? 11 A. Apparently so. 12 Q. By doing what? 13 A. By doing whatever I was legally advised to 14 do. 15 Q. And you did that? 16 A. As far as I understand legal matters, yes. 17 Q. And who -- and your attorneys advised you? 18 Strike that. 19 Do you remember anything you did in 20 connection with claiming an ownership interest? 21 A. I sent the money at the time. As far as I 22 recall, it was supposed to be registered properly. 23 Beyond that, I'm not aware of a specific action that 24 I have taken personally out of my own initiative, 25 rather gave it to attorneys and/or Carlos and/or my</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 126</p> <p>1 accountant to do.</p> <p>2 Q. Ninety-two, "The defendants, and each of</p> <p>3 them, breached the terms of the foregoing agreements</p> <p>4 by, among other things, A, failing to provide Nanyah</p> <p>5 a membership interest in Eldorado."</p> <p>6 Does that have any meaning to you?</p> <p>7 A. It means that although they had to</p> <p>8 register it in some way, my rights, they failed to do</p> <p>9 so. That's what I understand from the writing here.</p> <p>10 Q. There are a number of defendants in this</p> <p>11 case here and that claim is against the Rogich Trust,</p> <p>12 if you look up above at line 6, Sigmund Rogich, Teld</p> <p>13 and Peter Eliades.</p> <p>14 Are you saying that each of them failed to</p> <p>15 provide Nanyah a membership interest in the Eldorado?</p> <p>16 A. This is the analysis of my legal counsel,</p> <p>17 apparently.</p> <p>18 Q. Hmm?</p> <p>19 A. This is the analysis of my legal counsel,</p> <p>20 apparently.</p> <p>21 Q. How about your understanding?</p> <p>22 A. My understanding is irrelevant. I'm not a</p> <p>23 lawyer.</p> <p>24 Q. It's not irrelevant as far as I'm</p> <p>25 concerned, as far as this case is concerned.</p> | <p style="text-align: right;">Page 128</p> <p>1 third-party beneficiary of each agreement."</p> <p>2 Do you understand what that paragraph</p> <p>3 says?</p> <p>4 A. I think so.</p> <p>5 Q. Did all the agreements specifically</p> <p>6 identify Nanyah as a third-party beneficiary?</p> <p>7 MR. SIMONS: Objection to the extent</p> <p>8 you're asking for a legal conclusion.</p> <p>9 THE WITNESS: For sure, Exhibit 2 shows it</p> <p>10 explicitly. As for the others, I assume that if my</p> <p>11 lawyer has stated it this way, then this is the case.</p> <p>12 BY MR. LIONEL:</p> <p>13 Q. That Nanyah was a third-party beneficiary?</p> <p>14 A. Yes.</p> <p>15 Q. Was it a third-party beneficiary of any</p> <p>16 other agreements?</p> <p>17 MR. SIMONS: Objection to the extent it</p> <p>18 calls for a legal conclusion.</p> <p>19 BY MR. LIONEL:</p> <p>20 Q. Do you have an understanding?</p> <p>21 A. What understanding?</p> <p>22 Q. That Nanyah may have been specifically</p> <p>23 identified as a third-party beneficiary of agreements</p> <p>24 other than the purchase agreement, Exhibit 2?</p> <p>25 A. I don't have an understanding or a</p> |
| <p style="text-align: right;">Page 127</p> <p>1 A. Well, this case will be tried, I guess, so</p> <p>2 it will be decided. But as far as I'm knowledgeable</p> <p>3 of what registering means, I cannot really tell you</p> <p>4 much. I think that it is my legal counsel's view</p> <p>5 that it has not been registered as it should have.</p> <p>6 Q. Anything besides the failure to register?</p> <p>7 A. Failure to pay me back.</p> <p>8 Q. But that's not what you say here. You say</p> <p>9 failing to provide a member --</p> <p>10 A. But your last question did not necessarily</p> <p>11 relate to article 92.</p> <p>12 Q. And your answer is what?</p> <p>13 A. That they didn't pay me back.</p> <p>14 Q. I move to strike it as nonresponsive.</p> <p>15 MR. SIMONS: You cannot strike it from a</p> <p>16 deposition.</p> <p>17 MR. LIONEL: It's stricken.</p> <p>18 MR. SIMONS: It has to be transcribed.</p> <p>19 MR. LIONEL: I understand that.</p> <p>20 BY MR. LIONEL:</p> <p>21 Q. Paragraph 88, "Rogich Trust, Sigmund</p> <p>22 Rogich, Teld and Peter Eliades, all entered into the</p> <p>23 purchase agreement, the membership agreements and the</p> <p>24 amendment and restated operating agreement, which</p> <p>25 agreements all specifically identified Nanyah as a</p> | <p style="text-align: right;">Page 129</p> <p>1 nonunderstanding because it's not for me to</p> <p>2 understand or not. It's for my lawyer to understand.</p> <p>3 Q. Do you expect to be a witness in this</p> <p>4 case?</p> <p>5 A. This is, as far as I understand, a matter</p> <p>6 to be discussed between my lawyer and myself, and if</p> <p>7 my lawyer will see that I should be, then I will. If</p> <p>8 you can force me to be and I will have to, then I</p> <p>9 will.</p> <p>10 Q. Why would I force you?</p> <p>11 A. I have no idea. It is, again, you're</p> <p>12 asking me about things that have to do with legal</p> <p>13 procedures in the United States. My understanding in</p> <p>14 legal procedures in Israel are minimal, let alone in</p> <p>15 the United States.</p> <p>16 Q. Let's go to the second claim. I should</p> <p>17 probably precede that by saying moving right along.</p> <p>18 A. Which exhibit?</p> <p>19 MR. SIMONS: Six.</p> <p>20 BY MR. LIONEL:</p> <p>21 Q. I'm going to deal with the complaint.</p> <p>22 A. Second claim for relief?</p> <p>23 Q. Mm-hmm.</p> <p>24 Paragraph 95 is identical to paragraph 88</p> <p>25 that we just discussed. Is it a fair assumption your</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 130</p> <p>1 answers would be the same?</p> <p>2 A. If this is the case, I assume the answers</p> <p>3 would be similar.</p> <p>4 Q. Paragraph 97, "The defendants breached --</p> <p>5 strike that.</p> <p>6 Do you know what a covenant of good faith</p> <p>7 and fair dealing is?</p> <p>8 A. No.</p> <p>9 Q. Paragraph 97 says, "The defendants engaged</p> <p>10 in misconduct, which was unfaithful to the purpose of</p> <p>11 the contractual relationship by, among other things."</p> <p>12 What was the misconduct?</p> <p>13 MR. SIMONS: Objection to the extent</p> <p>14 you're requesting a legal conclusion.</p> <p>15 THE WITNESS: It is, again, you're asking</p> <p>16 legal questions. The best I can answer you is to do</p> <p>17 a straight-forward translation of the wording into</p> <p>18 Hebrew and try to understand what it means from</p> <p>19 there, but I have no way of saying what I understand</p> <p>20 from the Hebrew translation of what is written here</p> <p>21 to the legal meaning of it.</p> <p>22 BY MR. LIONEL:</p> <p>23 Q. Do you understand misconduct?</p> <p>24 A. I understand the verbal translation of</p> <p>25 misconduct into Hebrew and what misconduct means in</p> | <p style="text-align: right;">Page 132</p> <p>1 haven't you? You said they breached it by failing to</p> <p>2 register to you?</p> <p>3 A. To the best of my understanding --</p> <p>4 Q. To the best of your understanding?</p> <p>5 A. -- of the legal aspect of it.</p> <p>6 Q. Let's go to B. "Breach by failing to</p> <p>7 convert Nanyah's investment into a noninterest</p> <p>8 bearing debt."</p> <p>9 What do you know about that?</p> <p>10 A. That it's written here.</p> <p>11 Q. That's all you know?</p> <p>12 A. I know that this is probably what my</p> <p>13 lawyer found relevant to what has been or has not</p> <p>14 been done by the defendants.</p> <p>15 Q. And you rely on that?</p> <p>16 A. I rely on that and on the explanation of</p> <p>17 my legal counsel, I assume at the time when it was</p> <p>18 done, of what it meant, in general terms, and I</p> <p>19 relate it to that.</p> <p>20 Q. When was it done?</p> <p>21 A. When it was prepared.</p> <p>22 Q. When was it prepared?</p> <p>23 A. The paperwork, the claims.</p> <p>24 Q. The failure to convert was done at that</p> <p>25 time?</p> |
| <p style="text-align: right;">Page 131</p> <p>1 general. I have no understanding what misconduct</p> <p>2 means in the legal capacity of this case.</p> <p>3 Q. I'm not talking legal capacity. Do you</p> <p>4 understand the general meaning in English of the word</p> <p>5 "misconduct"?</p> <p>6 A. I translate it into Hebrew and then, yes,</p> <p>7 I understand what is misconduct.</p> <p>8 Q. What is misconduct?</p> <p>9 A. Misconduct is failing to do something that</p> <p>10 was supposed to be done.</p> <p>11 Q. What do you know should have been done but</p> <p>12 wasn't done by the defendants?</p> <p>13 A. For example, register my rights properly.</p> <p>14 Q. Anything else?</p> <p>15 A. That would be a legal matter. I don't</p> <p>16 know.</p> <p>17 MR. SIMONS: The anything else are</p> <p>18 defined in the complaint.</p> <p>19 BY MR. LIONEL:</p> <p>20 Q. I want to take you back to paragraph 92 --</p> <p>21 92A, fail -- 92 says, "There was a breach of the</p> <p>22 terms of the agreements by, among other things,</p> <p>23 failing to provide Nanyah a membership interest in</p> <p>24 Eldorado.</p> <p>25 I think you have answered that before,</p> | <p style="text-align: right;">Page 133</p> <p>1 A. No. The failure to convert was done</p> <p>2 probably way before that. Whether it was 2008 or</p> <p>3 just after what Exhibit 2 said they should have done.</p> <p>4 Q. It could have been 2008?</p> <p>5 A. Could have been.</p> <p>6 Q. Let's take C. "Failing to inform Nanyah</p> <p>7 that Rogich Trust was transferring its full</p> <p>8 membership interest in Eldorado to the Eliades Trust</p> <p>9 in breach of the terms of the agreements."</p> <p>10 Are you relying upon your attorney for</p> <p>11 that?</p> <p>12 A. Yes. But what my understanding is here,</p> <p>13 is that at the time when Rogich transferred his</p> <p>14 ownership of his or any other ownership in Eldorado</p> <p>15 Hills to Eliades or whomever else, I think that any</p> <p>16 reasonable person would have expected him to approach</p> <p>17 the potential claimant, let's say, and given him an</p> <p>18 equal opportunity, advanced notice, you name it, in</p> <p>19 this respect.</p> <p>20 Q. In what respect?</p> <p>21 A. In respect of the fact that he was</p> <p>22 planning to give up rights, which were also my</p> <p>23 rights, to this -- to the company, to the property,</p> <p>24 without even telling me -- announcing, asking, giving</p> <p>25 me equal opportunity to take it over myself, et</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 134</p> <p>1 cetera.</p> <p>2 Q. All C is talking about is a failure to</p> <p>3 inform.</p> <p>4 A. Yes. Because any reasonable honest person</p> <p>5 who was put in such a situation where he's about to</p> <p>6 do what Sig Rogich has done, would have picked up the</p> <p>7 phone, write a letter, called even Carlos Huerta and</p> <p>8 tell him, we don't have direct contact with Mr. Yoav</p> <p>9 Harlap or Nanyah Vegas, please give us the contact</p> <p>10 because we are about to do A, B, C and D, which</p> <p>11 affects him or potentially affects him and his</p> <p>12 rights, and we want him to be on board with us on</p> <p>13 what we're planning to do, and make sure that it's</p> <p>14 okay with him.</p> <p>15 Which nobody does. They failed to inform</p> <p>16 me. They never consulted with me. They never gave</p> <p>17 me the right to participate, to take it over myself.</p> <p>18 Nothing.</p> <p>19 Q. You made your investment, you say, in 2007</p> <p>20 or '6, right?</p> <p>21 A. Whatever.</p> <p>22 Q. And you never talked to Mr. Rogich after</p> <p>23 that except for the one time we talked about?</p> <p>24 A. Not before, not during, not after, until</p> <p>25 last year here in your office.</p> | <p style="text-align: right;">Page 136</p> <p>1 THE WITNESS: Again, this is legal jargon</p> <p>2 that I cannot relate to beyond saying that this is</p> <p>3 something that I cannot have, you know, an opinion</p> <p>4 about.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. So you don't know whether there was any</p> <p>7 agreement that said you could not transfer?</p> <p>8 A. If my attorney says that there was, then</p> <p>9 there was.</p> <p>10 Q. You rely on your attorney?</p> <p>11 A. I rely on my attorney.</p> <p>12 Q. Was there any relationship between any of</p> <p>13 the defendants and Nanyah?</p> <p>14 MR. SIMONS: Object to the extent you're</p> <p>15 asking for a legal conclusion.</p> <p>16 BY MR. LIONEL:</p> <p>17 Q. To your knowledge, was there any kind of</p> <p>18 relationship? Did they have --</p> <p>19 MR. SIMONS: Same objection.</p> <p>20 BY MR. LIONEL:</p> <p>21 Q. Do you know what a fiduciary relationship</p> <p>22 is?</p> <p>23 A. More or less, yes.</p> <p>24 Q. Was there a fiduciary relationship?</p> <p>25 A. I don't know. This is a legal standing</p> |
| <p style="text-align: right;">Page 135</p> <p>1 Q. Were your arms tied or hands tied?</p> <p>2 MR. SIMONS: Argumentative. Come on,</p> <p>3 Counsel.</p> <p>4 MR. LIONEL: A little bit.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. What prevented you from calling him?</p> <p>7 A. I didn't know that I -- I didn't know</p> <p>8 until a very late stage that I had a real problem,</p> <p>9 and that I was -- and that somebody cheated me out of</p> <p>10 a deal.</p> <p>11 Q. When was this late stage that you're</p> <p>12 talking about?</p> <p>13 A. I can't recall the exact date. Late.</p> <p>14 Q. Approximately what year?</p> <p>15 A. Later than 2008 and earlier than 2016 at</p> <p>16 the point at which I came and did the first claim or</p> <p>17 whenever it was.</p> <p>18 Q. D, "The breach in transferring Rogich</p> <p>19 Trust full membership interest in Eldorado to the</p> <p>20 Eliades Trust in breach of the terms of the</p> <p>21 agreements."</p> <p>22 What agreements said he couldn't transfer</p> <p>23 it?</p> <p>24 MR. SIMONS: Objection to the extent it</p> <p>25 calls for a legal conclusion.</p> | <p style="text-align: right;">Page 137</p> <p>1 and I have no way of saying whether there was a</p> <p>2 fiduciary duty or not.</p> <p>3 Q. My question's a simple one. Do you have</p> <p>4 any knowledge --</p> <p>5 A. It's very simple for a lawyer.</p> <p>6 Q. Was there any special relationship between</p> <p>7 Nanyah and any of the defendants?</p> <p>8 A. What is "special relationship"?</p> <p>9 Q. As far as you understand?</p> <p>10 A. What is "special relationship"?</p> <p>11 Q. Did they go to school together? Did they</p> <p>12 play football together?</p> <p>13 A. If they went to school together, no. If</p> <p>14 they played football together, also no, as far as I</p> <p>15 recall.</p> <p>16 Q. And you don't have any --</p> <p>17 A. And I'm not in the same age group as Sig</p> <p>18 Rogich, so I doubt that we went to Boy Scouts</p> <p>19 together.</p> <p>20 Q. How about the other defendants? How about</p> <p>21 Eliades, Pete Eliades?</p> <p>22 MR. SIMONS: What's the question, special</p> <p>23 relationship?</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. Yes. Any kind of relationship?</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 138</p> <p>1 MR. SIMONS: To the extent you're asking 2 him to define a legal relationship that is identified 3 under the law, I'm going to object that it's asking 4 for a legal conclusion. If you're just saying what 5 kind of -- 6 BY MR. LIONEL: 7 Q. Any kind of relationship? 8 A. If it is a relationship of going to Boy 9 Scouts together, no. If it is a relationship that 10 they had obligations towards me in -- within the 11 context of the Eldorado Hills deal, then there might 12 have been. 13 Q. Aside of the Eldorado deal, was there any 14 kind of relationship between Nanyah or you and any of 15 the -- or any of the defendants? 16 A. I don't know. In terms of personal 17 relations, I don't know of any such relationship. 18 Q. Thank you. 19 Paragraph 99, "Nanyah has sustained 20 damages in excess of \$10,000 as a result of these 21 defendant's actions, and it's entitled to recover its 22 reasonable and necessary attorneys' fees and costs 23 incurred in this action." 24 What were the damages of Nanyah because of 25 what appears in 97?</p> | <p style="text-align: right;">Page 140</p> <p>1 contracts." 2 Do you agree with that paragraph? 3 MR. SIMONS: Objection to the extent it's 4 asking for a legal conclusion. 5 BY MR. LIONEL: 6 Q. Your understanding? 7 A. My understanding in legal conclusions is 8 very limited, Mr. Lionel, so I do not attempt to give 9 a legal opinion on legal matters. 10 Q. I don't want a legal opinion. What kind 11 of a duty did Teld have to you with respect to the 12 agreements? 13 MR. SIMONS: Objection to the extent 14 you're asking for a legal conclusion and to interpret 15 Nevada law. 16 BY MR. LIONEL: 17 Q. Are you aware of any duty that Teld had to 18 you? 19 MR. SIMONS: Same objection. 20 BY MR. LIONEL: 21 Q. I want an answer. 22 A. The answer is that, according to my 23 lawyer, they have failed in this respect, and so I 24 do. 25 Q. Failed in what respect?</p> |
| <p style="text-align: right;">Page 139</p> <p>1 MR. SIMONS: Objection. 2 THE WITNESS: Any damages that are 3 mentioned here would be damages that are assessed by 4 my attorney. 5 BY MR. LIONEL: 6 Q. That's your answer? 7 A. I wouldn't -- I would give the information 8 to my attorney, perhaps I answered some questions, 9 and if my attorney decided that this is what he 10 should write here, then I guess it reflects what 11 needs to be written. 12 Q. Let's go to the third claim. Paragraph 13 101 says that Nanyah was identified specifically as a 14 third-party beneficiary of each of the agreements; is 15 that correct? 16 MR. SIMONS: Are you asking is that what 17 it says in there? 18 THE WITNESS: It is the same question like 19 you asked me before in the first or second claim, and 20 the answer would be exactly the same answer. As far 21 as it is in Exhibit 2, yes. Any other exhibit, I 22 assume so if this is what is written by my attorney. 23 BY MR. LIONEL: 24 Q. 102, "These defendants owed Nanyah a duty 25 of good faith and fair dealing arising from these</p> | <p style="text-align: right;">Page 141</p> <p>1 A. In a legal -- in a legal respect. 2 Q. Of what? 3 A. Of doing what they needed to do according 4 to the set of agreements that I was either a party -- 5 direct party of or that I had interest in. 6 Q. How about Peter Eliades? 7 A. Same. 8 Q. Same. How about Sigmund Rogich? 9 A. Same. 10 Q. How about the Rogich Trust? 11 A. Same. 12 Q. Thank you. 13 Paragraph 103, "These defendants shared a 14 special fiduciary and/or confidential relationship 15 with Nanyah." 16 Did Nanyah have any kind of relationship, 17 personal or otherwise, with these defendants? 18 MR. SIMONS: Objection to the extent 19 you're asking for a legal conclusion. 20 THE WITNESS: You're asking me a legal 21 question which I cannot answer. 22 BY MR. LIONEL: 23 Q. No, I'm not. I've broadened it. 24 A. The personal part, as I told you, I don't 25 know them personally. I did not know them</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 142</p> <p>1 personally.</p> <p>2 Q. And you had nothing to do with them except</p> <p>3 what's happening in this matter?</p> <p>4 A. Except I invested in Eldorado Hills.</p> <p>5 Q. But you had nothing to do with these</p> <p>6 defendants except for what is involved in this</p> <p>7 matter?</p> <p>8 A. They had apparently to do with me from</p> <p>9 what I understand from these papers.</p> <p>10 Q. Like what?</p> <p>11 A. Like fiduciary responsibility. They were</p> <p>12 supposed to be faithful to me. They were supposed to</p> <p>13 register my rights, et cetera, et cetera.</p> <p>14 Q. Anything else?</p> <p>15 A. I don't know. The other things -- there</p> <p>16 is probably a whole list of things that are stated</p> <p>17 here, which they either did or did not do as per what</p> <p>18 they needed to or were supposed to or expected to.</p> <p>19 MR. LIONEL: Read that answer back,</p> <p>20 please.</p> <p>21 (Whereupon, the following answer was read</p> <p>22 back by the court reporter:</p> <p>23 Answer: "I don't know. The other</p> <p>24 things -- there is probably a whole list</p> <p>25 of things that are stated here, which</p> | <p style="text-align: right;">Page 144</p> <p>1 Q. Did Peter Eliades act in bad faith to you?</p> <p>2 MR. SIMONS: Objection to the extent it's</p> <p>3 asking for a legal conclusion.</p> <p>4 MR. LIONEL: That's not a legal</p> <p>5 conclusion.</p> <p>6 BY MR. LIONEL:</p> <p>7 Q. Do you understand bad faith?</p> <p>8 A. Yes, I understand bad faith.</p> <p>9 Q. What is it?</p> <p>10 MR. SIMONS: Hold on. Again, you're</p> <p>11 asking for a legal conclusion. It's a defined issue</p> <p>12 under Nevada law.</p> <p>13 BY MR. LIONEL:</p> <p>14 Q. What is bad faith?</p> <p>15 A. Bad faith in terms of the Nevada law, I</p> <p>16 have no idea.</p> <p>17 Q. Nor do I. You tell me what bad faith is</p> <p>18 in English.</p> <p>19 MR. SIMONS: To the extent you're not</p> <p>20 asking for a legal conclusion, go ahead and tell him</p> <p>21 what you think.</p> <p>22 THE WITNESS: If it is not regarding a</p> <p>23 legal conclusion, then bad faith is not being honest</p> <p>24 towards me in any of the dealings.</p> <p>25 ///</p> |
| <p style="text-align: right;">Page 143</p> <p>1 they either did or did not do as per what</p> <p>2 they needed to or were supposed to or</p> <p>3 expected to.")</p> <p>4 BY MR. LIONEL:</p> <p>5 Q. You do know what a fiduciary relationship</p> <p>6 is, don't you?</p> <p>7 A. Not in legal terms. I know what it means</p> <p>8 when I translate it into Hebrew, and from my</p> <p>9 understanding of the Hebrew language, I can</p> <p>10 understand what it means, but I do not understand the</p> <p>11 legal standing of fiduciary responsibility.</p> <p>12 Q. Didn't you just answer that they had a</p> <p>13 fiduciary duty?</p> <p>14 A. From what I'm reading here, according to</p> <p>15 the analysis of my legal counsel, they failed their</p> <p>16 fiduciary duty towards me.</p> <p>17 Q. But you didn't say yourself, without the</p> <p>18 legal counsel --</p> <p>19 A. No, I don't have the capacity to</p> <p>20 understand the legal standing in order to do so.</p> <p>21 Q. And you don't understand good faith and</p> <p>22 fair dealing concept?</p> <p>23 A. I understand it only in the context of</p> <p>24 translating it into Hebrew and relating to it in</p> <p>25 general human relation terms, not in legal terms.</p> | <p style="text-align: right;">Page 145</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. Did Peter Eliades act in bad faith to you?</p> <p>3 MR. SIMONS: Same objection.</p> <p>4 THE WITNESS: Same objection. But from</p> <p>5 what I understand, again, not legally, he was</p> <p>6 dishonest towards me.</p> <p>7 BY MR. LIONEL:</p> <p>8 Q. What did he do that was dishonest?</p> <p>9 A. If I understand correctly from the</p> <p>10 analysis of my legal counsel, him and Sig Rogich</p> <p>11 together had kind of created a mechanism of law or</p> <p>12 something that, over time, enabled them to act in a</p> <p>13 way which pushed me away from my rights in the</p> <p>14 company, in Eldorado Hills.</p> <p>15 Q. And that's the bad faith?</p> <p>16 A. That's part of it.</p> <p>17 Q. What else is there?</p> <p>18 A. Anything that is mentioned here in terms</p> <p>19 of legal jargon, which I am not familiar with.</p> <p>20 Q. How about Teld?</p> <p>21 A. Same.</p> <p>22 Q. Same?</p> <p>23 A. Teld is Eliades. You asked about Eliades.</p> <p>24 Whether it is Eliades through him personally or</p> <p>25 Eliades through his company Teld, it's the same thing</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 146</p> <p>1 for me, in this respect.</p> <p>2 Q. What did he do to you? What did Teld do</p> <p>3 to you?</p> <p>4 A. First of all is what he didn't do to me.</p> <p>5 Q. What he didn't do? What he didn't do?</p> <p>6 A. It's also what he didn't do.</p> <p>7 Q. Which is what?</p> <p>8 A. Which is anything that my legal counsel is</p> <p>9 saying that he didn't do or did.</p> <p>10 Q. Anything else?</p> <p>11 A. No.</p> <p>12 Q. How about Sigmund Rogich?</p> <p>13 A. Same.</p> <p>14 Q. How about the Rogich Trust?</p> <p>15 A. Same.</p> <p>16 Q. 104, "Nanyah did repose in these</p> <p>17 defendants a special confidence with respect to the</p> <p>18 transaction involving its investment in Eldorado and</p> <p>19 defendants were obligated to honor the special</p> <p>20 confidence and confidentiality with due regard to</p> <p>21 Nanyah's interest."</p> <p>22 Did you repose a special confidence in</p> <p>23 these defendants?</p> <p>24 MR. SIMONS: Objection to the extent</p> <p>25 you're asking a legal conclusion.</p> | <p style="text-align: right;">Page 148</p> <p>1 special confidence in Mr. Rogich.</p> <p>2 A. You would have to ask my lawyer.</p> <p>3 Q. How about with respect to Teld?</p> <p>4 A. You would have to ask my lawyer.</p> <p>5 Q. How about Peter Eliades.</p> <p>6 A. You would have to ask my lawyer.</p> <p>7 Q. How about the Rogich Trust?</p> <p>8 A. You would have to ask my attorney.</p> <p>9 Q. That's the only answer you can give?</p> <p>10 A. Apparently.</p> <p>11 Q. 105, "The defendants breached the implied</p> <p>12 covenant of good faith and fair dealing contained in</p> <p>13 the agreements by engaging in misconduct that was</p> <p>14 unfaithful for the purpose of the contractual</p> <p>15 relationship and special relationship that existed</p> <p>16 by, among other things," and it lists five or six</p> <p>17 things.</p> <p>18 Tell me about the misconduct.</p> <p>19 A. My answer would be exactly the same as to</p> <p>20 the previous article.</p> <p>21 Q. Can you tell me specifically what the</p> <p>22 misconduct was?</p> <p>23 A. No.</p> <p>24 Q. You cannot?</p> <p>25 A. I cannot.</p> |
| <p style="text-align: right;">Page 147</p> <p>1 THE WITNESS: Again, it is a legal matter.</p> <p>2 I cannot relate to it. I remember that I translated</p> <p>3 the word reposed, but I don't remember now exactly in</p> <p>4 Hebrew what it meant.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. Your daily dealings, is that in English or</p> <p>7 in Hebrew?</p> <p>8 A. In Hebrew primarily. But I do also a lot</p> <p>9 in English. But English is not my mother tongue.</p> <p>10 Q. I appreciate that.</p> <p>11 A. I think for somebody whose English is not</p> <p>12 his mother tongue, my English is not so bad. But</p> <p>13 it's not as good as yours, obviously.</p> <p>14 Q. Thank you.</p> <p>15 A. And I've had less years to practice it,</p> <p>16 too.</p> <p>17 Q. I beg your pardon?</p> <p>18 A. I had less years to practice it as well.</p> <p>19 Q. A lot less.</p> <p>20 A. I guess so.</p> <p>21 Q. I think I need more on that. Tell me what</p> <p>22 Sig -- you say, "Nanyah did repose in these</p> <p>23 defendants a special confidence with respect to</p> <p>24 transactions."</p> <p>25 Tell me how you have reposed such a</p> | <p style="text-align: right;">Page 149</p> <p>1 Q. Why not?</p> <p>2 A. Because it's a legal matter. Misconduct</p> <p>3 is a legal matter. It has a legal meaning in this</p> <p>4 context, and I cannot relate to it because it is not</p> <p>5 my proficiency.</p> <p>6 Q. You know it's a legal matter in the</p> <p>7 context of that paragraph?</p> <p>8 A. I assume it is a legal matter.</p> <p>9 Q. And for that reason, you won't respond to</p> <p>10 my question?</p> <p>11 A. And for that reason, I do not have the</p> <p>12 capacity to respond.</p> <p>13 Q. You do not have the capacity to say what</p> <p>14 the misconduct was?</p> <p>15 A. Correct.</p> <p>16 MR. SIMONS: To the extent you're asking</p> <p>17 for a legal conclusion, is what he's saying.</p> <p>18 BY MR. LIONEL:</p> <p>19 Q. 106 -- how about 107, damages?</p> <p>20 A. I've answered that before.</p> <p>21 Q. No. It's a different claim.</p> <p>22 A. My answer --</p> <p>23 Q. Same damages for everything?</p> <p>24 A. Same answer.</p> <p>25 Q. Same answer that you gave before?</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 150</p> <p>1 A. Same answer as I gave before.</p> <p>2 Q. Applies to all damages?</p> <p>3 A. The damages are defined, to the best of my</p> <p>4 understanding, by my legal counsel, who can assess</p> <p>5 that.</p> <p>6 Q. But the purpose of the deposition was not</p> <p>7 to inquire of your legal counsel, it was to get your</p> <p>8 information, what you knew.</p> <p>9 A. Well, to the best of what I know, I told</p> <p>10 you. What I don't know I will not tell you whether</p> <p>11 you like it or not.</p> <p>12 Q. Let's take 115, which -- and I'm going to</p> <p>13 read it. "When the defendants' acts were performed,</p> <p>14 they acted with oppression, fraud and malice and/or</p> <p>15 with the willful, intentional and reckless disregard</p> <p>16 of Nanyah's rights and interest and, therefore,</p> <p>17 Nanyah is entitled to punitive damages in excess of</p> <p>18 \$10,000."</p> <p>19 What acts are you talking about?</p> <p>20 A. Legal acts.</p> <p>21 Q. Hmm?</p> <p>22 MR. SIMONS: Objection to the extent</p> <p>23 you're asking for a legal conclusion.</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. I'm asking you what the acts were.</p> | <p style="text-align: right;">Page 152</p> <p>1 MR. SIMONS: Same objection.</p> <p>2 THE WITNESS: I don't know. They are</p> <p>3 illegal acts, and I'm not in the position to tell</p> <p>4 you.</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. What are the illegal acts?</p> <p>7 A. Pardon?</p> <p>8 Q. What are illegal acts?</p> <p>9 A. Acts that were done not in accordance with</p> <p>10 what they should have done in a legal matter.</p> <p>11 Q. You don't know what the acts were?</p> <p>12 MR. SIMONS: That's not what he's</p> <p>13 testified. He's already asked and answered that.</p> <p>14 MR. LIONEL: Just make your objection,</p> <p>15 Counsel.</p> <p>16 MR. SIMONS: I did. Asked and answered.</p> <p>17 THE WITNESS: I cannot give an informed</p> <p>18 analysis of the legal aspect of what you're asking.</p> <p>19 BY MR. LIONEL:</p> <p>20 Q. I'm not --</p> <p>21 A. So I cannot answer it in the way that you</p> <p>22 would, perhaps, want me to. This is a matter that I</p> <p>23 need to refer you to my legal counsel.</p> <p>24 Q. As to what the acts were?</p> <p>25 A. As to anything that is written here.</p> |
| <p style="text-align: right;">Page 151</p> <p>1 MR. SIMONS: Right. You're asking what</p> <p>2 acts satisfied the legal requirements of the --</p> <p>3 MR. LIONEL: No, I'm not.</p> <p>4 BY MR. LIONEL:</p> <p>5 Q. I'm asking you -- it says here, "When the</p> <p>6 defendants' acts were performed." I'm asking you</p> <p>7 what did they do?</p> <p>8 MR. SIMONS: He already told you that.</p> <p>9 MR. LIONEL: No, he didn't.</p> <p>10 MR. SIMONS: Yeah, he told you. He's been</p> <p>11 telling you that today. So to the extent you want to</p> <p>12 try to --</p> <p>13 MR. LIONEL: I'm on 115, Counsel. I'm on</p> <p>14 115.</p> <p>15 MR. SIMONS: What does that mean?</p> <p>16 MR. LIONEL: The first time I've asked him</p> <p>17 about a punitive damage claim.</p> <p>18 MR. SIMONS: No, but you've asked him the</p> <p>19 facts, and now you're trying to say I want new facts</p> <p>20 that I haven't heard today in relation to the</p> <p>21 punitive damages. So that's my objection.</p> <p>22 MR. LIONEL: That's your objection. You</p> <p>23 made it.</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. What were the acts?</p> | <p style="text-align: right;">Page 153</p> <p>1 Q. As to anything?</p> <p>2 A. As to anything that is written in this</p> <p>3 paragraph.</p> <p>4 Q. How about -- do you know what the word</p> <p>5 "oppression" is?</p> <p>6 A. I can translate it.</p> <p>7 Q. Translate it into Hebrew?</p> <p>8 A. Yes.</p> <p>9 Q. I didn't ask that. Do you know what it is</p> <p>10 in English?</p> <p>11 A. If I know what it is in English? I would</p> <p>12 know what it is in English if I would know what it is</p> <p>13 in Hebrew, provided it is not a legal term, and then</p> <p>14 I would not even know then.</p> <p>15 Q. You don't know what the English word</p> <p>16 "oppression" means?</p> <p>17 A. To oppress somebody, in general, I more or</p> <p>18 less know, but to be precise, I would need to</p> <p>19 translate it into Hebrew, which I probably have done</p> <p>20 at the time that I first read this.</p> <p>21 Q. Can you translate it back again from the</p> <p>22 Hebrew to the English?</p> <p>23 A. Probably.</p> <p>24 Q. Well, I'm asking you what the --</p> <p>25 A. But not in its legal standing, only in its</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 154</p> <p>1 verbal standing.</p> <p>2 Q. Whatever that means. Explain that to me.</p> <p>3 A. Well, some terms may have a very wide</p> <p>4 legal connotation, but in way of speech, they mean</p> <p>5 something which is far lighter, smaller and less</p> <p>6 profound.</p> <p>7 Q. I think you indicated you understood what</p> <p>8 it means to oppress somebody, don't you?</p> <p>9 A. Yes, many of my people have been -- of the</p> <p>10 Jewish people have been oppressed, so in that</p> <p>11 context, I know what oppression is.</p> <p>12 Q. But this says "with oppression." Do you</p> <p>13 understand what fraud is?</p> <p>14 A. Yes.</p> <p>15 Q. Did any of these defendants commit fraud</p> <p>16 against you?</p> <p>17 MR. SIMONS: Objection to the extent</p> <p>18 you're asking for a legal conclusion.</p> <p>19 THE WITNESS: You have to ask my lawyer.</p> <p>20 My lawyer seems to think that they have.</p> <p>21 BY MR. LIONEL:</p> <p>22 Q. Do you know what fraud is in English, just</p> <p>23 plain fraud?</p> <p>24 A. What plain fraud in English is, yes, I</p> <p>25 more or less know, I think.</p> | <p style="text-align: right;">Page 156</p> <p>1 Q. Skip one of them.</p> <p>2 A. Well, you can go back to any of them.</p> <p>3 Q. Fourth claim, "Intentional interference</p> <p>4 with contract," and it's against Sigmund Rogich,</p> <p>5 Teld, Peter Eliades, Eliades Trust and Imitations.</p> <p>6 Paragraph 110 says, "Nanyah was the</p> <p>7 third-party beneficiary of the purchase agreement,</p> <p>8 the membership agreements and the amended and</p> <p>9 restated operating agreement."</p> <p>10 You agree with that?</p> <p>11 MR. SIMONS: Objection to the extent it's</p> <p>12 asking for a legal conclusion.</p> <p>13 MR. LIONEL: No, I'm not.</p> <p>14 MR. SIMONS: Or are you agreeing that it</p> <p>15 says what it says?</p> <p>16 MR. LIONEL: Yeah. I'm agreeing with what</p> <p>17 it says.</p> <p>18 THE WITNESS: I don't know the legal</p> <p>19 standing of what you're asking me.</p> <p>20 MR. SIMONS: No, he just asked you -- what</p> <p>21 he said, is that's what's contained in what he was</p> <p>22 referring you to?</p> <p>23 THE WITNESS: That's what's written.</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. I'm asking you whether you agreed with it?</p> |
| <p style="text-align: right;">Page 155</p> <p>1 Q. What was the fraud here by the defendants?</p> <p>2 A. This is something that you would have to</p> <p>3 relate to my lawyer for.</p> <p>4 Q. You're unable to answer that?</p> <p>5 A. Correct. I'm not a legal counsel.</p> <p>6 Q. How about malice? Do you understand</p> <p>7 what --</p> <p>8 A. Same thing.</p> <p>9 Q. Same thing?</p> <p>10 A. Yes.</p> <p>11 Q. I would have to refer to your lawyer?</p> <p>12 A. Yes.</p> <p>13 Q. Because you're not able to answer it?</p> <p>14 A. Because I don't have the legal education</p> <p>15 to be able to answer that.</p> <p>16 Q. And that's the only reason?</p> <p>17 A. That's a good enough reason for me.</p> <p>18 Q. Let's go to the fourth claim.</p> <p>19 A. We are already on the fifth, so we go back</p> <p>20 to the fourth?</p> <p>21 Q. Yes. I guess we skipped it. We don't</p> <p>22 want to do that.</p> <p>23 A. What?</p> <p>24 Q. We don't want to do that, do we?</p> <p>25 A. Do what?</p> | <p style="text-align: right;">Page 157</p> <p>1 MR. SIMONS: Now you're asking for a legal</p> <p>2 conclusion.</p> <p>3 BY MR. LIONEL:</p> <p>4 Q. Answer my question, please.</p> <p>5 A. You're asking for a legal conclusion which</p> <p>6 I'm not --</p> <p>7 MR. SIMONS: I get to make the objection.</p> <p>8 THE WITNESS: Okay.</p> <p>9 MR. SIMONS: But to the best you can, to</p> <p>10 the extent you're not trying to give a legal</p> <p>11 conclusion or legal analysis, do what you can with</p> <p>12 his question.</p> <p>13 THE WITNESS: Okay. I think that Exhibit</p> <p>14 2, for example, is one of the things that is</p> <p>15 mentioned here, is saying explicitly that I have --</p> <p>16 that I am the third-party beneficiary of this</p> <p>17 purchase agreement, and that I have membership rights</p> <p>18 or that there should be potential claims or</p> <p>19 membership rights, et cetera, and these were not</p> <p>20 properly registered.</p> <p>21 BY MR. LIONEL:</p> <p>22 Q. How about the membership agreements? Do</p> <p>23 you know what that's referring to?</p> <p>24 A. I do not at this time remember exactly</p> <p>25 what are the membership agreements or the amended</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 158</p> <p>1 restated operating agreements.</p> <p>2 Q. You don't remember?</p> <p>3 A. No.</p> <p>4 Q. I'm going to read 111. "These</p> <p>5 defendants" -- referring to Mr. Sig Rogich, Teld,</p> <p>6 Peter Eliades, Eliades Trust and Imitations. "These</p> <p>7 defendants were all aware of the foregoing agreements</p> <p>8 specifically identifying Nanyah's membership interest</p> <p>9 in Eldorado and the rights to receive such interest</p> <p>10 from the Rogich Trust."</p> <p>11 Do you agree with that?</p> <p>12 A. Are they not signatory parties of Exhibit</p> <p>13 2?</p> <p>14 Q. I beg your pardon?</p> <p>15 A. Are they not signatory parties of Exhibit</p> <p>16 2?</p> <p>17 Q. The answer to that is no. The only ones</p> <p>18 that were signatories were -- I don't think so. I</p> <p>19 won't mislead you, so let me look at it a little</p> <p>20 longer. The answer to that is they were not. Okay?</p> <p>21 I'll concede that.</p> <p>22 A. Pardon?</p> <p>23 Q. None of these defendants were parties to</p> <p>24 that.</p> <p>25 A. Okay. So?</p> | <p style="text-align: right;">Page 160</p> <p>1 acts intended or designed to disrupt Nanyah's</p> <p>2 contractual rights?</p> <p>3 MR. SIMONS: I'm going to object to the</p> <p>4 extent you're asking for a legal interpretation.</p> <p>5 Notwithstanding that, he wants to hear</p> <p>6 again what you think these guys did that was wrong.</p> <p>7 THE WITNESS: I think that they failed to</p> <p>8 either pay me back or to register my rights or to</p> <p>9 have -- to make sure, in basic terms, not in legal</p> <p>10 terms, but to make sure that I am given my full</p> <p>11 rights of ownership and/or money plus interest and/or</p> <p>12 registered rights and/or any other way in which I</p> <p>13 would benefit most out of my investment in Eldorado</p> <p>14 Hills.</p> <p>15 BY MR. LIONEL:</p> <p>16 Q. What did they do in that respect? It says</p> <p>17 they "performed intentional acts." What --</p> <p>18 A. Yes. To the best of my understanding,</p> <p>19 they have created of a legal set of documents and/or</p> <p>20 actions, transactions, that, at the end of the day,</p> <p>21 attempted to rid me of my rights, basically, and not</p> <p>22 pay me what they should have.</p> <p>23 Q. Is that what you say are -- intentional</p> <p>24 acts, doesn't that import something done</p> <p>25 specifically?</p> |
| <p style="text-align: right;">Page 159</p> <p>1 Q. Number 12, "These defendants performed</p> <p>2 intentional acts intended or designed to disrupt</p> <p>3 Nanyah's contractual rights arising out of these</p> <p>4 contracts."</p> <p>5 A. This seems to be the view of my legal</p> <p>6 counsel.</p> <p>7 Q. How about your view?</p> <p>8 A. I don't -- I don't have a view on legal</p> <p>9 matters.</p> <p>10 Q. How about nonlegal? You're not a lawyer.</p> <p>11 A. Nonlegal are irrelevant. We are talking</p> <p>12 legal matters here.</p> <p>13 Q. Mr. Harlap, it is not irrelevant in this</p> <p>14 case.</p> <p>15 A. How come?</p> <p>16 Q. Because I said so.</p> <p>17 A. Well, that's not good enough for me. I'm</p> <p>18 sorry.</p> <p>19 MR. SIMONS: Let's do this. Maybe --</p> <p>20 BY MR. LIONEL:</p> <p>21 Q. I want to know -- it says, "These</p> <p>22 defendants performed intentional acts intended or</p> <p>23 designed to disrupt Nanyah's contractual rights</p> <p>24 arising out of these contracts."</p> <p>25 Did these defendants perform intentional</p> | <p style="text-align: right;">Page 161</p> <p>1 MR. SIMONS: Objection. That's</p> <p>2 argumentative.</p> <p>3 THE WITNESS: Wasn't what I described</p> <p>4 intentional enough?</p> <p>5 BY MR. LIONEL:</p> <p>6 Q. Have you seen these agreements that you're</p> <p>7 talking about?</p> <p>8 A. I have seen Exhibit 2.</p> <p>9 Q. Exhibit 2.</p> <p>10 A. At least. I may have seen the others as</p> <p>11 well, but Exhibit 2 I've seen for sure.</p> <p>12 Q. And that's an intentional act, Exhibit 2?</p> <p>13 MR. SIMONS: That's not what he said.</p> <p>14 Mischaracterizing his testimony.</p> <p>15 MR. LIONEL: Just object, Counsel, please.</p> <p>16 MR. SIMONS: I am.</p> <p>17 THE WITNESS: What happened apparently</p> <p>18 after the signing of Exhibit 2, the next stages of</p> <p>19 this fraudulent operation was to rid me of my rights</p> <p>20 completely. Exhibit 2 was stage one of this</p> <p>21 operation or stage two, whatever, and then came other</p> <p>22 steps that were taken by them, between them, not</p> <p>23 consulting me, not giving me any rights to</p> <p>24 participate, take over, have any even comment.</p> <p>25 ///</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 162</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. Why didn't you sue for the rights that</p> <p>3 came out of there, out of Exhibit 2?</p> <p>4 A. Am I not suing now?</p> <p>5 Q. Well, under Exhibit 2.</p> <p>6 A. I am suing under whatever my legal counsel</p> <p>7 thinks that I can sue.</p> <p>8 Q. Fine. 113, "Based upon these defendants'</p> <p>9 actions, actual disruption of the contracts</p> <p>10 occurred."</p> <p>11 Tell me about the "actual disruption."</p> <p>12 A. I cannot tell you about the actual</p> <p>13 disruptions as much as they are legal matters.</p> <p>14 Q. The disruptions are legal matters?</p> <p>15 A. If disruptions have a legal connotation in</p> <p>16 this regard, then I cannot relate to the legal</p> <p>17 connotation.</p> <p>18 Q. Is that your total answer, that's a</p> <p>19 disruption?</p> <p>20 A. That's my answer.</p> <p>21 Q. You understand the word "disruption,"</p> <p>22 don't you?</p> <p>23 A. Yes. I think so.</p> <p>24 Q. And that's the extent of what you know</p> <p>25 about the disruption?</p> | <p style="text-align: right;">Page 164</p> <p>1 A. To the best of my understanding, it was</p> <p>2 unlawfully and illegally and fraudulently taken away</p> <p>3 from me.</p> <p>4 Q. How was it taken away?</p> <p>5 A. By means of some exchange of legal</p> <p>6 transactions between Rogich, Rogich Trust, Teld,</p> <p>7 whoever else is mentioned there, in which they have</p> <p>8 shaken me off -- tried to shake me off their tail.</p> <p>9 Q. Did that take your legal rights away that</p> <p>10 you had under two?</p> <p>11 A. It attempted to take my ownership rights,</p> <p>12 the legal rights I am claiming now through the legal</p> <p>13 proceedings.</p> <p>14 Q. Based on what?</p> <p>15 A. Based on what my legal counsel thinks that</p> <p>16 I am entitled to.</p> <p>17 Q. Based on what?</p> <p>18 A. Based on what my legal --</p> <p>19 Q. What agreements?</p> <p>20 MR. SIMONS: Objection.</p> <p>21 THE WITNESS: Whatever agreements exist in</p> <p>22 this respect.</p> <p>23 BY MR. LIONEL:</p> <p>24 Q. But you can't tell me which agreements?</p> <p>25 MR. SIMONS: Asked and answered. Now it's</p> |
| <p style="text-align: right;">Page 163</p> <p>1 A. There is probably a legal meaning to this</p> <p>2 disruption, and I cannot relate to it.</p> <p>3 Q. We've come to the fifth claim. 117, "The</p> <p>4 Eliades Trust has obtained Rogich Trust's interest in</p> <p>5 Eldorado, which interest was subject to Nanyah's</p> <p>6 ownership interest in Eldorado. At all times the</p> <p>7 Eliades Trust was fully aware of Nanyah's ownership</p> <p>8 interest in Eldorado."</p> <p>9 Now, you say the Rogich Trust interest was</p> <p>10 subject to Nanyah's ownership interest in Eldorado.</p> <p>11 Would you explain that, if you can?</p> <p>12 A. I can explain it as per Exhibit 2.</p> <p>13 Exhibit 2 says that I am a potential claimant, and as</p> <p>14 far as I understand, even that agreement alone states</p> <p>15 my interest -- Nanyah's ownership interest. There</p> <p>16 might have been other ways of establishing such</p> <p>17 reasons for my claim as well.</p> <p>18 Q. Did that establish the claims?</p> <p>19 A. It's establishing the rights.</p> <p>20 Q. Your rights to the claims?</p> <p>21 A. The rights to the interest.</p> <p>22 Q. To the interest. Is that it? And what</p> <p>23 happened to the interest?</p> <p>24 A. What happened to the interest?</p> <p>25 Q. Yes. After that.</p> | <p style="text-align: right;">Page 165</p> <p>1 argumentative. Mischaracterizing testimony.</p> <p>2 BY MR. LIONEL:</p> <p>3 Q. I need an answer.</p> <p>4 A. The answer is that any agreements that my</p> <p>5 legal counsel see as relevant to this matter.</p> <p>6 Q. Do you know of any such contracts?</p> <p>7 MR. SIMONS: Asked and answered.</p> <p>8 THE WITNESS: I do not have the legal</p> <p>9 capacity to answer more than tell you that if my</p> <p>10 legal counsel thinks that the paperwork that he has</p> <p>11 copies of are providing it to us, then they do.</p> <p>12 MR. SIMONS: Can we take a moment?</p> <p>13 MR. LIONEL: Sure.</p> <p>14 (Whereupon, a recess was had.)</p> <p>15 BY MR. LIONEL:</p> <p>16 Q. Look at the fifth claim, Mr. Harlap.</p> <p>17 Paragraph 117 says, "At all times the Eliades Trust</p> <p>18 was fully aware of Nanyah's ownership interest in</p> <p>19 Eldorado."</p> <p>20 How do you know that?</p> <p>21 A. I assume through the paperwork that my</p> <p>22 legal counsel has managed to lay his hands on.</p> <p>23 Q. Have you seen any of that paperwork?</p> <p>24 A. I may have. I don't recall.</p> <p>25 Q. And that's the only way you would know?</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 166</p> <p>1 A. Other than reading all of this and seeing 2 whether I related to it as if I've seen it, then the 3 answer would be yes. 4 MR. SIMONS: And were you referring to 5 Exhibit 5? 6 THE WITNESS: Yes. 7 BY MR. LIONEL: 8 Q. Let's look at 118. "The Eliades Trust, 9 working cooperatively with the other named 10 defendants, assisted Rogich Trust in the transfer of 11 its full membership interest in Eldorado to the 12 Eliades Trust for the purpose of not honoring the 13 obligations owed to Nanyah." 14 What did the Eliades Trust do to assist 15 the Rogich Trust? 16 A. Whatever is claimed by my legal counsel. 17 Q. How about claims of yours? 18 A. My claims are being brought up through my 19 legal counsel. 20 Q. Aside from that, you have no claims? 21 MR. SIMONS: Objection. Mischaracterizes 22 the evidence in this case already. 23 MR. LIONEL: Will you read the question, 24 Miss Reporter. 25 (Whereupon, the following question was</p> | <p style="text-align: right;">Page 168</p> <p>1 together set up a scheme in which gradually within 2 certain transactions, they would defy me of my rights 3 by giving a loan that was not repaid or by 4 transferring at no cost or at the minimum cost and 5 buying something else in return and whatever other 6 way they have done it. The bottom line is that they 7 have taken several steps and actions to defy me of my 8 rights. 9 Q. Who are you talking about now? 10 A. I'm talking about Sig Rogich and Eliades, 11 Teld, any of the defendants in this case. 12 Q. I'm only interested now in what the 13 Eliades Trust you say did. And I don't want your -- 14 I prefer not to have your imagination. 15 MR. SIMONS: Objection. 16 BY MR. LIONEL: 17 Q. If you know it, you either know it or you 18 don't know it. 19 MR. SIMONS: It's not imagination. He's 20 tell you what he's aware of. Don't start getting 21 argumentative with the witness. 22 MR. LIONEL: That's not true, Counsel. He 23 talked about making loans, doing this and doing that. 24 MR. SIMONS: And all that's true. That's 25 not imagination.</p> |
| <p style="text-align: right;">Page 167</p> <p>1 read back by the court reporter: 2 Question: "Aside from that, you have no 3 claims"? 4 THE WITNESS: I have other claims as per 5 the ones that are set forth in these documents and/or 6 any other documents that my lawyer has submitted to 7 the court. 8 BY MR. LIONEL: 9 Q. Well, you say here that the Eliades Trust 10 assisted Rogich Trust, and I want to know what it 11 did. There's nothing legal about that. 12 A. There is a lot of -- 13 Q. Either it did or did not. 14 A. There is plenty illegal about it. Nothing 15 legal about that. I agree with you on that. Plenty 16 of illegal. 17 Q. What did it do? What did the Eliades 18 Trust do? 19 A. In legal terms, you would have to refer to 20 my legal counsel. 21 Q. I don't want it in legal terms. I want it 22 in normal general terms. 23 A. In general terms, and as much as it is 24 taking into consideration that I'm not presuming to 25 be able to answer legally, I think that they have</p> | <p style="text-align: right;">Page 169</p> <p>1 MR. LIONEL: That's imagination. 2 MR. SIMONS: Really? 3 MR. LIONEL: Surely. 4 MR. SIMONS: The loan that you guys 5 haven't produced, that's imagination? 6 MR. LIONEL: What loan are you talking 7 about? 8 MR. SIMONS: If you don't know the 9 evidence, I'm not going to teach it. 10 BY MR. LIONEL: 11 Q. I'm going to try once more. 12 A. You can try many times more. 13 Q. Fine. "At all times the Eliades Trust was 14 fully aware of Nanyah's ownership interest in 15 Eldorado." 16 How do you know the trust was aware of 17 Nanyah's ownership interest in Eldorado? 18 A. Based on the paperwork that was produced, 19 my legal counsel came to the conclusion that they 20 knew. 21 Q. Tell me what Nanyah's interest in Eldorado 22 was. 23 MR. SIMONS: Asked and answered. 24 THE WITNESS: Yeah. A hundred times 25 already, but --</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 170</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. Once more for me.</p> <p>3 MR. SIMONS: Why? What does it matter?</p> <p>4 BY MR. LIONEL:</p> <p>5 Q. Please.</p> <p>6 A. Nanyah's rights were 1.5 million of</p> <p>7 investment back to whenever it was invested that was</p> <p>8 supposed to be converted into equity or anything else</p> <p>9 also, but not only as referred to in Exhibit 2.</p> <p>10 BY MR. LIONEL:</p> <p>11 Q. What's it got to do with the Eliades Trust</p> <p>12 being aware of Nanyah's ownership interest?</p> <p>13 MR. SIMONS: That has nothing to do --</p> <p>14 you're jumping --</p> <p>15 THE WITNESS: As far as I understand,</p> <p>16 either through that paper or other papers that I do</p> <p>17 not recall right now, Eliades was fully aware. Teld,</p> <p>18 Eliades, all of them were fully aware that there is a</p> <p>19 potential claimant called Nanyah Vegas that might pop</p> <p>20 out of the blue sometime and stand on his rights.</p> <p>21 BY MR. LIONEL:</p> <p>22 Q. That's not my question. I'm going to try</p> <p>23 it again.</p> <p>24 A. That's my answer.</p> <p>25 Q. "At all times the Eliades Trust was fully</p> | <p style="text-align: right;">Page 172</p> <p>1 BY MR. LIONEL:</p> <p>2 Q. Fine. Now let's go to the sixth claim for</p> <p>3 relief, paragraph 121. Do you know what a conspiracy</p> <p>4 is?</p> <p>5 MR. SIMONS: Objection to the extent</p> <p>6 you're asking for a legal conclusion.</p> <p>7 Absent that, go ahead and --</p> <p>8 THE WITNESS: Exactly. As far as legal</p> <p>9 standing of a conspiracy, I would not relate. In</p> <p>10 general language terms, yes.</p> <p>11 BY MR. LIONEL:</p> <p>12 Q. What is it?</p> <p>13 A. It is an act of one or more people -- more</p> <p>14 people usually, to my understanding, to do something</p> <p>15 to a third party, usually in a bad connotation.</p> <p>16 Q. Very good definition, and you didn't have</p> <p>17 to go back to Hebrew. Now, which defendants</p> <p>18 conspired?</p> <p>19 MR. SIMONS: Objection.</p> <p>20 THE WITNESS: In relation to legal --</p> <p>21 MR. SIMONS: Sorry. I have to just keep</p> <p>22 this on the record. Objection to the extent it asks</p> <p>23 for a legal conclusion.</p> <p>24 BY MR. LIONEL:</p> <p>25 Q. I'm not asking for a legal conclusion.</p> |
| <p style="text-align: right;">Page 171</p> <p>1 aware of Nanyah's ownership interest."</p> <p>2 And I'm asking you, how do you know that?</p> <p>3 MR. SIMONS: Asked and answered. He's</p> <p>4 already told you it's in the documents. Why do we</p> <p>5 keep doing this, Sam? Why do we keep going over the</p> <p>6 question?</p> <p>7 THE WITNESS: As far as I understand, it</p> <p>8 is all in the documents.</p> <p>9 BY MR. LIONEL:</p> <p>10 Q. That's your lawyer's answer.</p> <p>11 A. No. This is my answer.</p> <p>12 MR. SIMONS: Excuse me. Now this is being</p> <p>13 harassing.</p> <p>14 MR. LIONEL: I'm not harassing.</p> <p>15 MR. SIMONS: Absolutely. You keep asking</p> <p>16 the same question over and over and over.</p> <p>17 MR. LIONEL: Because the witness is a</p> <p>18 little difficult.</p> <p>19 MR. SIMONS: No, the witness is just</p> <p>20 telling you. You've heard the same answer, different</p> <p>21 versions. So if we can move this along, that would</p> <p>22 be great.</p> <p>23 MR. LIONEL: Consistently difficult.</p> <p>24 MR. SIMONS: The client's difficult?</p> <p>25 Absolutely not. He's telling you.</p> | <p style="text-align: right;">Page 173</p> <p>1 I'm doing it based upon what you just gave me as your</p> <p>2 generalized definition of a conspiracy.</p> <p>3 A. On the legal side, I can't answer. On the</p> <p>4 nonlegal side, I can say that all of them conspired.</p> <p>5 Q. What did Mr. Rogich do?</p> <p>6 MR. SIMONS: Asked and answered.</p> <p>7 THE WITNESS: Asked, answered, plural</p> <p>8 times.</p> <p>9 BY MR. LIONEL:</p> <p>10 Q. As a conspirator?</p> <p>11 A. Of course.</p> <p>12 Q. How about any of the other defendants, did</p> <p>13 they all act -- take it back.</p> <p>14 Let's try Mr. Eliades, what did he do?</p> <p>15 MR. SIMONS: Asked and answered.</p> <p>16 THE WITNESS: Whatever is said in this</p> <p>17 paperwork, defines what he did or he didn't do.</p> <p>18 BY MR. LIONEL:</p> <p>19 Q. I'm asking you, not the paperwork.</p> <p>20 A. Whatever I have to say is projected in the</p> <p>21 paperwork.</p> <p>22 Q. Let's forget the paperwork for a minute</p> <p>23 and you tell me what he did.</p> <p>24 A. If we forget the paperwork, we have to</p> <p>25 forget the fact that this is a legal matter, and we</p> |


| | |
|---|---|
| <p style="text-align: right;">Page 174</p> <p>1 do not forget that this is a legal matter. And when 2 it is a legal matter, I have to rely on my legal 3 counsel. 4 Q. I'm asking you, you know what a conspiracy 5 is? 6 A. And I told you -- 7 Q. And I've asked you -- 8 A. And you gave me even some compliments 9 after I answered that. 10 Q. You're entitled to it. 11 A. Thank you. 12 Q. Now, you're talking now about Mr. Eliades, 13 and I asked you what you're saying, they all 14 conspired. I'm asking you what he did. 15 A. I -- 16 MR. SIMONS: Just so the record's clear, 17 the client -- the witness put his hand on the stack 18 of exhibits in front of him, which includes all the 19 documents and some of the contracts and interrogatory 20 answers, and he said it's all in here. You said I 21 don't want to hear in here. And you want to say what 22 else. Just so the record is clear. Go ahead. 23 THE WITNESS: To the best of my 24 understanding, Mr. Eliades was fully aware of the 25 whole turn of events that led to the deal between him</p> | <p style="text-align: right;">Page 176</p> <p>1 my understanding, he gave the Rogich Trust or Sig 2 Rogich and/or others that are related, interest in a 3 different plot of land somewhere else in this area 4 for -- 5 Q. Is that your answer? 6 A. This is the nonlegal answer. 7 Q. But what has that got to do with what 8 Mr. Eliades did? 9 MR. SIMONS: That's asked and answered. 10 If you don't follow it, that's not the client's 11 fault. 12 BY MR. LIONEL: 13 Q. Is that the best you can give me? 14 A. Yes. 15 Q. Are you sure it's the best? 16 MR. SIMONS: You don't need much more. 17 BY MR. LIONEL: 18 Q. Has the land which Eldorado had -- strike 19 that. 20 Eldorado owned land. Was that land sold? 21 A. The rights, to my understanding, again 22 it's not legal, but to my understanding, the rights 23 to Eldorado were sold, not necessarily to the land. 24 But I am not 100 percent sure. 25 Q. That the --</p> |
| <p style="text-align: right;">Page 175</p> <p>1 and Mr. Rogich. He knew exactly how it all evolved, 2 and he knew very well that there was a potential 3 claimant, Nanyah Vegas, for a historical 4 \$1.5 million. 5 By knowing that, he was part of the 6 conspiracy. This is not in a legal way. This is in 7 a general understanding of a nonlegal person. 8 BY MR. LIONEL: 9 Q. You're telling me or you're testifying as 10 to what he knew. I'm asking you what he did in 11 furtherance of the conspiracy. 12 A. By the fact, to my understanding, again, 13 not legal, that he participated in this scam by 14 taking the ownership and depriving me of my due share 15 of the ownership. He conspired and he was fraudulent 16 towards me. This is what I think. 17 Q. You told me he took the ownership. Is 18 that what he did as part of the conspiracy? 19 A. He was given basically the ownership, to 20 my understanding. He was handed it on a silver 21 platter and in return, he got something and he gave 22 something else. 23 Q. What did he give? 24 A. To the best of my understanding -- and 25 again, this is not a legal answer -- to the best of</p> | <p style="text-align: right;">Page 177</p> <p>1 A. The ownership rights of Eldorado Hills, if 2 I remember correctly, but I may not remember 3 correctly, the ownership rights of Eldorado Hills 4 were transferred. I don't know if it was the 5 Eldorado Hills ownership or their right in that 6 specific land. 7 Q. Transferred to who? 8 A. To Teld, if I remember correctly, or 9 whoever else was there or Eliades or -- 10 Q. Has there ever been any distributions by 11 Eldorado? 12 A. I don't know. I didn't get any. So far. 13 I intend to. Big ones. Soonest. 14 Q. Let's go to the 7th claim. Tell me in 15 your nonlegal way why the transfer of the property in 16 2012 was fraudulent. 17 A. As much as the property itself was 18 transferred, it was transferred at the value that did 19 not correspond its real value, nor did it take into 20 consideration my interest or any of my potential 21 claims for interest in that property or in that 22 company. 23 Q. What do you know about the value of the 24 property? 25 A. I know -- I know that it is for sure not</p> |

| Page 178 | Page 180 |
|--|--|
| <p>1 worth nothing, which is exactly what I got so far for 2 it. I also know that as a potential claimant, I have 3 never been approached to offer me that sweet deal, 4 which I would have had it been me sitting in Sig 5 Rogich's seat, and I'm sure you will, too. 6 Q. What was the value of the property, as far 7 as you know? 8 A. More than zero. 9 Q. Hmm? 10 A. More than zero. 11 Q. How much more? 12 A. I do not know, and I don't think that it 13 is relevant at this point in time. What is relevant 14 is my shared interest and my potential claim for 15 \$1.5 million in 2006, '7, whatever, or '8 terms. 16 Q. Paragraph 126, "The transfer was performed 17 with actual intent to hinder, delay or defraud Nanyah 18 so that Nanyah would be deprived of its interest in 19 Eldorado." 20 A. Yeah. One of the other -- 21 MR. SIMONS: Hold on. Hold on. He didn't 22 clarify. 23 THE WITNESS: He didn't ask a question. 24 MR. SIMONS: To the extent it was seeking 25 a legal conclusion, I'm objecting. If nonlegal, go</p> | <p>1 have. 2 Q. Do you know when this property was 3 transferred? 4 A. I do not recall. 5 Q. Did you know at one time? 6 A. Only in retrospect. 7 Q. How did you find out about it? 8 A. I don't remember. Whether it was Carlos 9 or Jacob Feingold or probably -- probably one of 10 them. 11 Q. But you don't know when it was? 12 A. No. 13 Q. Do you know what year it was? 14 A. No. 15 Q. Do you know what month it was? 16 A. No. 17 Q. Do you know what day it was? 18 A. No. 19 Q. You have no knowledge at all of when it 20 occurred? 21 A. No. No, I don't. 22 Q. Or when you found out about it, you don't 23 know? 24 A. I do not recall exactly when I found out 25 about it, no.</p> |
| Page 179 | Page 181 |
| <p>1 ahead. 2 THE WITNESS: He didn't ask the question 3 yet. He just read. What's the question? 4 BY MR. LIONEL: 5 Q. Read the request back, please, Miss 6 Reporter. 7 (Whereupon, the record was read back 8 by the court reporter.) 9 10 BY MR. LIONEL: 11 Q. What do you know about the transfer and 12 that it was with actual intent to hinder, delay or 13 defraud Nanyah? 14 A. A nonlegal answer to that would be that, 15 to the best of my understanding, in order to push me 16 out of the deal and take away my rights, there was a 17 deal structured in which the rights were transferred, 18 supposedly without showing value, to which I would 19 potential -- potentially have an interest in. But 20 that was the attempt, which failed. 21 Q. Well, why does it show that it was 22 performed with actual intent to hinder, delay, or 23 defraud Nanyah? 24 A. I do not have any other good explanation 25 for that, other than that, nor would anybody else</p> | <p>1 Q. You don't even know the year? 2 A. No. 3 Q. At the time the property was transferred, 4 do you know whether the Rogich Trust or Mr. Rogich 5 had any debts? 6 A. I have no idea, unless it is written here 7 and I was informed, but I do not have any idea as we 8 speak now. I do not recollect. 9 Q. Do you know what the Eliades and Rogich 10 Trust relationship is? 11 A. No. Not that I know right offhand, no. 12 Q. Well, how about -- what do you mean 13 "offhand"? 14 A. I don't remember. If it is written 15 anywhere in the paperwork that is in front of me, 16 then I would have known at some point. As we speak 17 now and you are asking me, the answer is no. 18 Q. You don't know? 19 A. I don't know. 20 Q. Of any relationship? 21 A. I don't remember of any relationship. 22 Q. You have no knowledge? 23 A. I have no recollection. 24 Q. At the time the transfer was made, was the 25 interest, the membership interest in Eldorado</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 182</p> <p>1 transferred to the Eliades Trust?</p> <p>2 A. I do not know.</p> <p>3 Q. What was transferred? Do you know what</p> <p>4 was transferred?</p> <p>5 A. I do not remember, but either the property</p> <p>6 itself or the rights or the company. I do not know.</p> <p>7 I think I answered that before also.</p> <p>8 Q. At the time of the transfer, whatever was</p> <p>9 transferred, were you informed of it?</p> <p>10 A. Not immediately, to the best of my</p> <p>11 recollection.</p> <p>12 Q. What do you mean by "immediately"?</p> <p>13 A. I mean, I would have expected Sig Rogich</p> <p>14 who took upon himself in the Exhibit 2 in 2008, the</p> <p>15 fact that he knows that I am a potential claimant and</p> <p>16 that I have some rights, et cetera, et cetera, I</p> <p>17 would have expected him at the time when he was</p> <p>18 planning to do this transfer of ownership, to</p> <p>19 approach me, directly or through Carlos Huerta, who,</p> <p>20 to my understanding, repeatedly tried to reach him,</p> <p>21 and -- but this may have been later. I don't know.</p> <p>22 Q. Who tried to reach him repeatedly, you?</p> <p>23 A. Carlos. Not me, no.</p> <p>24 Q. Hmm?</p> <p>25 A. I never tried to reach him. Carlos tried</p> | <p style="text-align: right;">Page 184</p> <p>1 happened there, yeah.</p> <p>2 Q. Something has happened? What does that</p> <p>3 mean?</p> <p>4 A. Either the company was transferred or the</p> <p>5 rights of the property were transferred, et cetera.</p> <p>6 Q. And you don't know when this was?</p> <p>7 A. No.</p> <p>8 Q. Do you know whether at the time this</p> <p>9 transfer was made that the Rogich Trust had assets?</p> <p>10 A. I have no idea.</p> <p>11 Q. You have no knowledge at all?</p> <p>12 A. No.</p> <p>13 Q. Do you know what business the Rogich Trust</p> <p>14 was in?</p> <p>15 A. The Rogich Trust, I don't know</p> <p>16 specifically. I know that Mr. Rogich is PR,</p> <p>17 advertising, whatever, lobbyist, et cetera, et</p> <p>18 cetera, in here.</p> <p>19 Q. And he's still in the same business as far</p> <p>20 as you know?</p> <p>21 A. To the best of my understanding, and my</p> <p>22 understanding is valid to last year when we met, he's</p> <p>23 still in the same business, and only what I have</p> <p>24 learned from his friend whom he sent to me.</p> <p>25 Q. Are you talking about Jacob?</p> |
| <p style="text-align: right;">Page 183</p> <p>1 to reach him, to the best of my understanding, later.</p> <p>2 Q. So how did you learn that?</p> <p>3 A. From Carlos. And I would have approached</p> <p>4 me, found me, approached me, and would offer me the</p> <p>5 deal or would explain to me what they plan to do, why</p> <p>6 they plan to do, the current situation, and</p> <p>7 presenting me with the opportunity, perhaps I wanted</p> <p>8 to take it over.</p> <p>9 It's a phone call away. It's not easy --</p> <p>10 it's not difficult. It's just, you know, a phone</p> <p>11 call away to Carlos. Listen, Carlos, we are about to</p> <p>12 do something which, in our view, will make your</p> <p>13 friends of Nanyah Vegas get nothing. So before we do</p> <p>14 that, can you please put us in touch with him so that</p> <p>15 we make sure that he understands that this is the</p> <p>16 case and that he agrees to that, or else he comes up</p> <p>17 with money or he takes himself ownership or he takes</p> <p>18 liability or whatever he takes, in order to sort out</p> <p>19 this mess. They never did that.</p> <p>20 Q. Did it Carlos tell you that --</p> <p>21 A. That they never did that.</p> <p>22 Q. -- that the property was transferred or</p> <p>23 something was transferred?</p> <p>24 A. At some point later on I learned, I think</p> <p>25 either through Jacob or Carlos, that something has</p> | <p style="text-align: right;">Page 185</p> <p>1 A. No. There was this person who initiated</p> <p>2 the meeting last year. Not initiated, he was the</p> <p>3 gopher and he's the guy that's the janitorial</p> <p>4 equipment guy who Sig Rogich is a partner with or the</p> <p>5 Rogich Trust or whoever it is.</p> <p>6 Anyway, he approached me on behalf of Sig</p> <p>7 Rogich, and according to him, because Sig asked him</p> <p>8 to.</p> <p>9 Q. That's what he said?</p> <p>10 A. That's what he said, and that's what he</p> <p>11 also said, to the best of my recollection, when he</p> <p>12 made -- remade this presentation here at the office</p> <p>13 with Sig.</p> <p>14 Q. What was the purpose of the presentation?</p> <p>15 A. To try and come to some terms,</p> <p>16 understanding, and hopefully solve the dispute</p> <p>17 between us.</p> <p>18 Q. And settle them?</p> <p>19 A. And solve the dispute, whether by</p> <p>20 settlement or by me giving up or by whatever way they</p> <p>21 thought that they would.</p> <p>22 Q. For the record, I move to strike that</p> <p>23 testimony.</p> <p>24 Now, you have -- let's go to the 8th</p> <p>25 claim. Paragraph 132, "There exists a current</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 186</p> <p>1 justiciable controversy between Nanyah and the named 2 defendant regarding Nanyah's rights and obligations 3 with respect to its investment in Eldorado." 4 What was the controversy? 5 A. First, I don't know what is a declaratory 6 relief. 7 Q. Isn't there a comparable provision under 8 Israeli law? You don't know what it is? 9 A. I don't know what it is or maybe I do, but 10 not in its legal terms. I don't know what it means. 11 Q. In Israel, doesn't a person have a right 12 to go into court for determination of his rights 13 against somebody else? 14 A. Yes. 15 Q. And that's called what? 16 A. Basic individual rights because we don't 17 have a constitution. So it's based on the individual 18 rights of anybody to defend himself and to claim from 19 the other at court. 20 Q. That's because they had a controversy with 21 one another, and this was to find out what the 22 true -- what they were entitled to or something of 23 that nature? 24 A. Yeah. 25 Q. Well, let's call this -- this says you had</p> | <p style="text-align: right;">Page 188</p> <p>1 with more important stuff that I had to deal with in 2 closer vicinity to where I resided. And this was 3 very far and not of major financial impact on me at 4 the time. 5 And so like I trusted Jacob and Carlos 6 when I initially made -- without much research the 7 initial investment, I trusted them that they would 8 follow it up accordingly. 9 Q. And you relied on them? 10 A. I relied on them and on the fact that 11 hopefully -- and the fact they did their dealings 12 with an honorable person, which unfortunately later I 13 found out it was not the case. 14 Q. Was there a dishonorable person? 15 A. I am afraid so. 16 Q. Who are you talking about? 17 A. Sig Rogich at least. 18 Q. Did you have a copy -- when is the first 19 time you saw Exhibit 2? 20 A. I don't remember. 21 Q. Hmm? 22 A. I don't remember. 23 Q. You have a copy of it? 24 A. If I have a copy, if it is among the 25 papers that were given to me to read before the</p> |
| <p style="text-align: right;">Page 187</p> <p>1 -- "There is a current justiciable controversy 2 between Nanyah and the named defendants." 3 And I'm not asking for a legal term. What 4 was the controversy between Nanyah and any of the 5 defendants? 6 A. The controversy is, to my understanding, 7 the fact that I was deprived of my rights and my 8 potential claims in Eldorado Hills or the property 9 underlying there, without even giving me the 10 opportunity ever to step in, to purchase, to take. I 11 was known to be informed that any of this was 12 happening or going to happen or happened. 13 Q. When did this controversy arise? 14 A. When I realized, unfortunately, at a 15 rather late stage that all this has happened. When I 16 learned, primarily through Carlos and Jacob and/or 17 Jacob, that the historical first act, which is 18 described in Exhibit 2, took a step further, I think 19 it is in 2012, when it suddenly and astonishingly 20 came to the knowledge of Jacob and/or Carlos that I 21 am deprived of my rights, which they have -- or 22 Carlos has tried his best to assert. 23 Q. But since 2008, it never occurred to you? 24 A. To be honest, no. I was not aware of the 25 proceedings or what was going on, and I was dealing</p> | <p style="text-align: right;">Page 189</p> <p>1 submission to court, then yes. 2 Q. What do you mean, before the 3 interrogatories? 4 A. Yeah. Before -- 5 Q. Is that the first time you saw it? 6 A. I think so, but I'm not sure. 7 Q. You're not sure? 8 A. I'm not sure. 9 Q. You could have seen it back a long time 10 before? 11 A. I don't think so. I don't think so but it 12 might have, but I don't think so. I don't recall it. 13 Q. You don't recall? 14 A. No. 15 Q. And you have no recollection back in 2008 16 of seeing Exhibit 2? 17 A. I might have, I might have not. I don't 18 recall. This is almost ten years back. 19 Q. But you told me that Carlos said you were 20 going to get your money, right, that he worked out a 21 deal? 22 A. Something like that. 23 Q. And you didn't ask him for the papers or 24 anything like that? 25 A. I did not remember that I asked him for</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 190</p> <p>1 any papers, but I also did not ask him for papers 2 when I did the initial investment. So this is no 3 surprise. Because for me, he took the paperwork, and 4 I would perhaps have thought that if there is 5 paperwork, it's paperwork that is relating to my tax 6 obligations in Nevada or in United States, and this 7 he would then transfer to the accountant. 8 Q. Did Carlos deal with your accountant? 9 A. He introduced me to this accountant and 10 here and there he might have, on my request, done 11 something in this respect because I don't -- 12 Q. I mean your accountant in Israel? 13 A. No, no, no. Nothing to do with my 14 accountant in Israel. 15 Q. Did you see Jacob with regularity over the 16 years? 17 A. There were years I saw him a bit less 18 because he was more often here and very little in 19 Israel, and we do not live in the same city anymore. 20 So I didn't see him that often, but here and there I 21 did. I saw his wife more often. 22 Q. Tell me again who your controversy is 23 with, which defendant or defendants? 24 A. I think, to the best of my understanding, 25 with all of them, with Sig Rogich, with the Rogich</p> | <p style="text-align: right;">Page 192</p> <p>1 MR. SIMONS: We all know it. 2 THE WITNESS: Any paper that is mentioned 3 here or any other form that my lawyers have managed 4 to find in respect to this whole investment and 5 procedures that have given them the conclusion that 6 there is a controversy here, and that I have rights. 7 BY MR. LIONEL: 8 Q. But you can't point me to any documents? 9 MR. SIMONS: He already has. He told you. 10 BY MR. LIONEL: 11 Q. Which documents? 12 MR. SIMONS: Asked and answered. 13 MR. LIONEL: You tell me the answer. 14 Which documents? 15 MR. SIMONS: When we went over the 16 agreements. He said Exhibit 2. He told you that 17 earlier. You went through this earlier today. He 18 says, look, my interest is right there. It's called 19 out for. I mean -- 20 BY MR. LIONEL: 21 Q. Do you hear your lawyer's answer? Do you 22 agree with that? 23 A. Yes. 24 Q. That's document -- it's number 2. How 25 about the others?</p> |
| <p style="text-align: right;">Page 191</p> <p>1 Trust, with Eliades, with Teld and anybody else who 2 is mentioned there. 3 Q. And that controversy is what? Clarify it 4 for me, please. 5 A. Again? 6 Q. Yes. 7 MR. SIMONS: Objection. Asked and 8 answered. 9 THE WITNESS: The controversy, to the best 10 of my nonlegal understanding, is about my rights in 11 the Eldorado Hills project, in the underlying asset, 12 and in the process in which they have deprived me of 13 or attempted to deprive me of my rights based on my 14 1.5 million historical investment. 15 BY MR. LIONEL: 16 Q. And what documentation do you have with 17 respect to your rights for the \$1.5 million? 18 MR. SIMONS: Now this one literally has 19 been asked ten times. 20 MR. LIONEL: I am entitled to this 21 question. 22 MR. SIMONS: Asked and answered. Come on. 23 You're asking the same thing. 24 BY MR. LIONEL: 25 Q. I want an answer.</p> | <p style="text-align: right;">Page 193</p> <p>1 A. May be there, too. I don't know. 2 Q. But you do know about 2? 3 A. Two is the one paper that I remember more 4 vividly, yes. 5 Q. You remember it from originally when you 6 got it? 7 A. From seeing it in the past. Whether it 8 was in the recent past or far past, I do not recall. 9 Q. Or in 2008? 10 A. I don't remember whether it was just after 11 or at some point later on. 12 Q. Sure. And as I read this, you want the 13 court to look at the documents and say what your 14 rights are? 15 A. Yeah. 16 Q. You think the court's going to do that? 17 A. I think that we will wait and see. 18 Q. You're going to give them the documents 19 and say, Judge, tell me what my rights are? 20 A. They will probably call me, call you, call 21 your friends, have my legal counsel ask them a couple 22 of questions. Maybe I'll even have the pleasure of 23 having some more hours viewing this beautiful lady. 24 MR. SIMONS: Make sure you get that on the 25 record is what she's saying.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 194</p> <p>1 BY MR. LIONEL: 2 Q. Let's look at the 9th claim, or I should 3 proceed it by saying, moving right along. 137, "The 4 terms of the various contracts are clear, definite 5 and certain." 6 Is that you or your lawyer? 7 MR. SIMONS: That's me. 8 BY MR. LIONEL: 9 Q. Do you understand what specific 10 performance is? 11 A. Absolutely not. 12 Q. I'm sure you have this in Israel. A and B 13 enter into a contract. One owns the land, and the 14 contract says you're going to sell it for so much 15 money, and he won't come up with it, and one sues the 16 other to get the land or get the money. You have 17 that don't you in Israel? 18 A. We do. 19 Q. What do you call it? 20 A. Contract. 21 Q. Contract. Okay. 22 A. Agreement. 23 Q. This is a contract, right, that we're 24 talking about here in the 9th claim? 25 MR. SIMONS: Objection to the extent it</p> | <p style="text-align: right;">Page 196</p> <p>1 CERTIFICATE OF REPORTER 2 STATE OF NEVADA) 3) ss: 4 COUNTY OF CLARK) 5 I, Monice K. Campbell, a Certified Court Reporter 6 licensed by the State of Nevada, do hereby certify: 7 That I reported the deposition of YOAV HARLAP, on 8 Wednesday, October 11, 2017, at 9:45 a.m. 9 That prior to being deposed, the witness was 10 duly sworn by me to testify to the truth. That I 11 thereafter transcribed my said stenographic notes via 12 computer-aided transcription into written form, and 13 that the typewritten transcript is a complete, true 14 and accurate transcription of my said stenographic 15 notes; that review of the transcript was requested. 16 I further certify that I am not a relative, 17 employee or independent contractor of counsel or of 18 any of the parties involved in the proceeding; nor a 19 person financially interested in the proceeding; nor 20 do I have any other relationship that may reasonably 21 cause my impartiality to be questioned. 22 23 24 25</p> |
| <p style="text-align: right;">Page 195</p> <p>1 asks for a legal conclusion. He doesn't know what 2 this claim is. 3 THE WITNESS: I don't know. 4 BY MR. LIONEL: 5 Q. You don't know. 6 It says, "Nanyah's entitled to specific 7 performance of the purchase agreement." 8 Are you entitled to -- do you know what 9 that means? 10 A. If that's what it says, it's probably 11 right, and I have full confidence in my legal counsel 12 that he knows what to write. 13 Q. In your lawyer. 14 And it says that, "These agreements vest 15 you with a membership interest in Eldorado." 16 What do these documents have to do with 17 your membership? 18 A. I don't know. 19 Q. You don't know. 20 MR. LIONEL: That's it. 21 (Whereupon, the deposition was concluded at 22 3:17 p.m. this date.) 23 * * * * * 24 25</p> | <p style="text-align: right;">Page 197</p> <p>1 IN WITNESS WHEREOF, I have set my hand in my 2 office in the County of Clark, State of Nevada, this 3 23rd day of October, 2017. 4  5 6 MONICE K. CAMPBELL, CCR NO. 312 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> |

| Page 198 | |
|----------|---|
| 1 | DECLARATION OF DEPONENT |
| 2 | I, YOAV HARLAP, deponent herein, do |
| 3 | hereby declare under penalty of perjury that I have |
| 4 | read the within and foregoing transcription of my |
| 5 | deposition taken on Wednesday, October 11, 2017, in |
| 6 | Las Vegas, Nevada, and that the same is a true record |
| 7 | of the testimony given by me at the time and place |
| 8 | hereinabove set forth, with the following exceptions: |
| 9 | |
| 10 | ERRATA SHEET |
| 11 | PAGE LINE SHOULD READ: REASON FOR CHANGE: |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | |

| Page 199 | |
|----------|---|
| 1 | ERRATA SHEET |
| 2 | PAGE LINE SHOULD READ: REASON FOR CHANGE: |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | Date: _____ |
| | YOAV HARLAP |
| 24 | |
| 25 | |

| | | | |
|------------------------------|---|---|--|
| Exhibits | 104 146:16 | 157:14 158:13,16 | 3 |
| | 105 148:11 | 161:8,9,11,12,18,20 | |
| Exhibit 1 | 106 149:19 | 162:3,5 163:12,13 | 3 19:1,10,15 32:2 |
| Exhibit 2 | 107 149:19 | 170:9 182:14 187:18 | 30(b)(4) 4:6 |
| Exhibit 3 | 11 4:1 | 188:19 189:16 192:16, 24 193:2 | 30(b)(6) 42:19 |
| Exhibit 4 | 110 156:6 | 2006 58:18 64:20 | 38 48:1 |
| Exhibit 5 | 111 158:4 | 67:24 74:20 95:25 | 3:17 195:22 |
| Exhibit 6 | 113 162:8 | 96:10,16 97:11 111:11 | 3rd 42:20 |
| | 115 150:12 151:13,14 | 119:13 178:15 | |
| \$ | 117 163:3 165:17 | 2007 9:7,23 14:2 | 4 |
| \$1,500,000 42:22,25 | 118 166:8 | 21:24 23:17 31:12 | |
| \$1.5 16:25 26:9,19 | 12 95:4 159:1 | 42:24 50:10 58:15,17, 18 64:18 67:24 74:25 | 4 20:14 34:23 42:13 |
| 123:11,23 175:4 | 121 172:3 | 75:1 87:15 96:16 | 4th 75:25 |
| 178:15 191:17 | 126 178:16 | 101:9 105:8 118:17 | |
| \$10,000 138:20 | 13 95:24 | 119:13 122:7 134:19 | 5 |
| 150:18 | 132 185:25 | 2008 9:25 14:2 18:1,2 | |
| \$283,561 104:24 | 137 194:3 | 21:24 42:24 58:19 | 5 34:21,25 42:13 |
| \$3,360,000 104:16 | 14 98:7 99:15 | 64:20 73:5,6,13,17,22 | 43:16,18,19,23 44:12, 18 45:23,24 46:1,12, 24 47:2 48:11,15 49:6 166:5 |
| \$50,000 105:2 | 15 100:9,13 124:1 | 74:1,4,5,10,12 78:10 | 5th 75:25 |
| | 16 102:14 | 118:21,23 119:1,4,15 | |
| 1 | 17 105:4,20 106:8 108:9 | 120:2,10 122:9 133:2, 4 135:15 182:14 | 6 |
| 1 5:21,23 44:23 | 19 42:15 105:13,18 | 187:23 189:15 193:9 | |
| 1,500,000 43:2 104:9 | | 2012 177:16 187:19 | 6 31:14 44:13,18 45:24 46:12,24 95:1 101:10 118:19 119:2 123:7 126:12 134:20 |
| 1.5 25:19,24 32:13 | 2 | 2014 42:20 | 60th 62:15 |
| 73:12,15 74:14 105:24 | 2 17:3,4,7 19:25 24:2,8 25:8 30:12,13 31:2 44:20 70:24 71:17 78:15 79:3 87:7,12,18 88:2,23 89:17 90:25 91:22,23,25 118:21 119:16,20 122:10,11 128:9,24 133:3 139:21 | 2016 72:22 75:23 135:15 | 7 |
| 121:24 122:1 170:6 191:14 | | 2017 4:1 | 7 31:13 74:21 111:11 118:19 119:1 178:15 |
| 100 37:9 176:24 | | 25 48:22 49:9,14,17 61:13 | 7th 177:14 |
| 101 139:13 | | 25:6-27:4 42:21 | |
| 102 139:24 | | 28:4-13 42:25 | |
| 103 141:13 | | 29:9-31:19 43:1 | |

| | | | |
|--|--|--|---|
| <hr/> <p style="text-align: center;">8</p> <hr/> <p>8 31:15 74:21 111:13 122:7 178:15</p> <p>86 123:10</p> <p>88 127:21 129:24</p> <p>8th 185:24</p> | <p>accountant 9:17 11:2,5 23:20 51:23 52:2,3,25 55:2,9,12 68:8 126:1 190:7,8,9, 12,14</p> <p>accountant's 22:9</p> <p>accountants 52:21 65:19</p> <p>accounting 8:18 55:3 65:21,23 124:23</p> | <p>advanced 105:10 108:12 133:18</p> <p>advancements 107:19</p> <p>advances 100:23,24 101:5,12,16 102:1 107:24</p> <p>advertising 184:17</p> <p>advice 87:10 89:8</p> <p>advised 125:13,17</p> | <p>163:14 194:22 195:7</p> <p>agreements 42:23 126:3 127:23,25 128:5,16,23 131:22 133:9 135:21,22 139:14 140:12 141:4 148:13 156:8 157:22, 25 158:1,7 161:6 164:19,21,24 165:4 192:16 195:14</p> |
| <hr/> <p style="text-align: center;">9</p> <hr/> <p>9 47:20,21 119:2</p> <p>92 127:11 131:20,21</p> <p>92A 131:21</p> <p>95 129:24</p> <p>97 47:16 130:4,9 138:25</p> <p>99 138:19</p> <p>9:45 4:2</p> <p>9th 194:2,24</p> | <p>accurate 45:4</p> <p>acknowledged 25:18 67:5 116:19</p> <p>acknowledges 16:23 71:2</p> <p>acquired 45:14</p> <p>act 144:1 145:2,12 161:12 172:13 173:13 187:17</p> <p>acted 150:14</p> <p>action 15:15 125:23 138:23</p> <p>actions 138:21 160:20 162:9 168:7</p> <p>acts 150:13,19,20,25 151:2,6,25 152:3,6,8, 9,11,24 159:2,22 160:1,17,24</p> <p>actual 162:9,11,12 178:17 179:12,22</p> <p>add 63:3 84:23</p> <p>addition 65:6 95:9</p> <p>additional 5:7 95:7</p> <p>Additionally 42:16</p> <p>adjacent 21:16 59:22 62:24</p> | <p>aerial 67:14</p> <p>affects 134:11</p> <p>affords 27:20</p> <p>afraid 188:15</p> <p>age 137:17</p> <p>agents 45:14</p> <p>agree 33:11 82:20 100:2 109:5,7,11 110:8,9 140:2 156:10 158:11 167:15 192:22</p> <p>agreed 4:4 21:19 78:7 156:25</p> <p>agreeing 156:14,16</p> <p>agreement 10:8,22,24 11:18,19,20,25 16:18, 19,20,23 19:7 23:24, 25 26:21 27:5,20,22, 24 42:25 47:18 56:25 57:10,11 70:25 71:1 73:7 74:18 78:16 79:2 87:13,18,20,21,22 88:2,4,7,23 90:14,22, 24 91:17 94:11,12 105:7 115:10 119:15, 20 120:9,13,18 121:9, 19 127:23,24 128:1,24 136:7 156:7,9 157:17</p> | <p>agrees 183:16</p> <p>ahead 12:14 25:6 35:24 42:4 54:13 81:22 83:6 90:3 109:15 144:20 172:7 174:22 179:1</p> <p>amended 35:5 156:8 157:25</p> <p>amendment 127:24</p> <p>America 52:2</p> <p>American 9:16</p> <p>amount 100:23 101:4 105:25 121:23</p> <p>amounts 105:9 108:11</p> <p>analysis 126:16,19 143:15 145:10 152:18 157:11</p> <p>analyze 91:5</p> <p>analyzing 61:8</p> <p>and/or 55:11 97:5 101:19 124:23 125:25 141:14 150:14 160:11, 12,19 167:5 176:2 187:16,20</p> <p>annex 25:20</p> |
| <hr/> <p style="text-align: center;">A</p> <hr/> <p>A.M. 4:2</p> <p>Absent 172:7</p> <p>absolutely 24:10 27:7 48:16 79:25 80:9,12 81:11 111:18 171:15, 25 194:11</p> <p>accept 46:23 55:22 96:11</p> <p>accordance 152:9</p> <p>account 22:12,13,14, 15 43:4 51:15 106:12 124:5</p> | | | |

| | | | |
|--|--|--|---|
| announcing 133:24 | April 42:20 | assuming 65:22,23 72:10 | 174:24 187:24 |
| annual 52:8 | area 21:1,3 176:3 | assumption 129:25 | B |
| answers 5:12 7:21 35:5,21,25 41:10,17 42:6 44:21 45:8,21 46:5 48:11,15,18 49:23 104:23 130:1,2 174:20 | argumentative 27:8 135:2 161:2 165:1 168:21 | astonishingly 187:19 | back 9:7 18:15 25:4 29:13 39:19 55:14 63:16 66:2 73:13 76:8 90:7,10 93:25 94:9 95:18 99:15 109:23,24 110:7 117:14 119:10 121:20 123:4 127:7,13 131:20 142:19,22 153:21 155:19 156:2 160:8 167:1 170:7 172:17 173:13 179:5,7 189:9,15,18 |
| anticipate 124:14 | arise 187:13 | attempt 59:16 90:20 91:11,14 93:15,17,19, 23 110:22 140:8 179:20 | background 95:20 |
| Antonio 104:15 | arising 139:25 159:3, 24 | attempted 73:14 160:21 164:11 191:13 | bad 61:16 144:1,7,8, 14,15,17,23 145:2,15 147:12 172:15 |
| anymore 8:17 11:6 61:1 190:19 | arms 135:1 | attempts 72:4 | bank 42:23 43:4 51:15 |
| apparently 35:7 44:16 60:13 64:24 66:6 97:25 108:13,14, 17,19 109:3 125:11 126:17,20 142:8 148:10 161:17 | arrive 56:11,13 | attention 44:20 57:16 | banking 124:22 |
| appealed 34:15 | article 127:11 148:20 | attorney 5:2 6:9,12 7:11,14,16 12:20,25 13:10,24 14:5,7,14 17:15 28:1,6 29:6 38:9 39:9,18 46:22 47:6 48:10,13 55:11 72:13 73:21 75:5 77:9 86:18 93:8 98:3 99:21 100:2, 11 105:16 133:10 136:8,10,11 139:4,8,9, 22 148:8 | Barely 114:7 |
| appearing 6:16 | asks 91:19 98:24 172:22 195:1 | attorney's 46:14,15, 16 71:3 91:7 | Barlow 11:9 |
| appears 43:23 44:12 45:23 79:5 138:25 | aspect 132:5 152:18 | attorney/client 98:20 | based 21:12 26:4 27:5,14 28:1 29:2,6 61:7,11,12,13 73:5,6 74:22 89:8 90:14,16 94:20 97:2 99:18,20 116:14 121:18 162:8 164:14,15,17,18 169:18 173:1 186:17 191:13 |
| appendix 25:21 | assembled 107:22 | attorneys 48:7 77:3 93:22 107:22 112:21 125:17,25 | basic 160:9 186:16 |
| applied 95:10 | assembly 46:13 97:2 | attorneys' 138:22 | basically 47:5 59:16 160:21 175:19 |
| Applies 150:2 | assert 187:22 | authorize 113:15 | basing 102:25 |
| approach 115:23 133:16 182:19 | assess 87:11 150:4 | aware 49:14 89:12,14 94:8 96:12 104:1 106:11 110:20,24 111:21,24 125:23 140:17 158:7 163:7 165:18 168:20 169:14, 16 170:12,17,18 171:1 | |
| approached 178:3 183:3,4 185:6 | assessed 139:3 | | |
| approval 102:15 103:19 104:11 | asset 191:11 | | |
| approved 102:19 104:1 105:14 | assets 184:9 | | |
| approximately 40:20 135:14 | assist 166:14 | | |
| | assistance 9:18 | | |
| | assisted 68:8 166:10 167:10 | | |
| | assume 8:1 15:5 22:5 28:4 29:4 40:8 65:21 75:1 91:14 105:5 111:4,6 115:15 116:1, 13 120:3,15 122:9 125:6 128:10 130:2 132:17 139:22 149:8 165:21 | | |
| | assumed 29:5 111:8,9 | | |

| | | | |
|---|---|---|--|
| basis 20:20 25:25 26:3,7 27:11 28:5 29:9,15 44:24 52:8 69:23 84:2,25 85:3 86:20 87:2 114:2 116:8 bearing 132:8 beautiful 193:23 beg 43:7 95:22 111:14 123:14 147:17 158:14 behalf 43:3 44:21 105:10 117:10 185:6 belief 50:3 believed 50:4 beneficiary 128:1,6, 13,15,23 139:14 156:7 157:16 benefit 117:25 160:13 benefits 73:16 Big 177:13 bigger 36:7 birthday 62:15 bit 66:25 78:6 135:4 190:17 blue 170:20 board 134:12 booklet 5:10 41:9 books 40:3 born 53:15 bother 117:12 bottom 168:6 bought 21:18 32:17 63:1 | bound 45:8,9 Boy 137:18 138:8 Brandon 33:14 breach 131:21 133:9 135:18,20 breached 126:3 130:4 132:1,6 148:11 break 50:7 103:18 Brent 11:9 briefly 5:1 14:11 53:2 115:20 bring 6:5,6,7 95:13 broadened 141:23 brought 57:16 75:4,5 166:18 bunch 12:19 16:11 burdensome 84:14, 22 business 29:25 53:8, 14,16 184:13,19,23 buy 21:16 buyer 18:13 buying 63:2 168:5 bylaws 57:6,7,8,9 | 192:18 calling 135:6 calls 24:13 47:5 67:21 68:4,11 69:15 128:18 135:25 Canamex 8:17,21 21:15 59:21 62:20 67:18 69:3 78:7 capacity 6:17 91:4 131:2,3 143:19 149:12,13 165:9 car 53:9 care 27:17 53:7 Carlos 9:4,6,8 10:18 14:17,18 16:1,8,15 18:11,17 21:7,9,13 22:14,16 25:14 26:9, 14 28:20 29:2 40:22 41:13 43:1 44:14 46:2, 3 57:24 58:1,21 59:10 61:18 63:17,25 64:5 66:18 72:11,19 93:21 94:5,7,13 96:19,25 97:5 98:2,12 99:5,8 100:15,18,19,20 101:8 106:3,17,18,23 107:7, 9,12,14,17,23 108:11 119:15,24 120:13 121:19 122:5,13 125:25 134:7 180:8 182:19,23,25 183:3, 11,20,25 187:16,20,22 188:5 189:19 190:8 Carlos' 43:17 carry 73:15 74:7 case 5:15 16:15,20 19:4 20:21 24:9 26:6 30:11 34:5,6,7,12 97:6 126:11,25 127:1 | 128:11 129:4 130:2 131:2 159:14 166:22 168:11 183:16 188:13 caused 96:1 caution 98:18 ceased 78:11 cetera 7:20 44:25 55:4 59:21 61:10 134:1 142:13 157:19 182:16 184:5,17,18 chairs 36:18 chance 8:7 change 5:13,14,15 36:18 changing 77:3 characterize 83:5 charge 77:22 cheated 135:9 circles 109:20 city 4:20 190:19 Civil 4:6 claim 24:9 25:18,25 26:3 27:21 29:9,16 69:8 71:9,18,19 73:2, 12,22 74:6,9,14,17,19 75:3,8 82:15,16 83:25 84:3 85:3 87:2,14,19 89:16 90:15 92:16 93:11 98:14 114:3 116:10,11,13,14 117:18 123:10 126:11 129:16,22 135:16 139:12,19 149:21 151:17 155:18 156:3 163:3,17 165:16 172:2 177:14 178:14 185:25 186:18 194:2,24 195:2 |
| C | | | |
| | calculate 75:12 call 12:1 23:8,10 25:20 52:4 116:16,17 124:9 183:9,11 186:25 193:20 194:19 called 25:16 51:25 68:7 71:20 87:18 134:7 170:19 186:15 | | |

| | | | |
|--|---|---|---|
| claimant 11:22 25:24 26:19 32:11,12 71:4 79:3,7 80:4 82:5,10,18 83:12,15 87:8 133:17 163:13 170:19 175:3 178:2 182:15 claimed 125:2,9 166:16 claiming 125:20 164:12 claims 16:24 20:20 27:4,11 28:16 42:17 44:24,25 45:2 75:4 79:24 83:2,6,8,13,17, 19 84:25 86:20,21 89:8 116:17 123:9 132:23 157:18 163:18, 20 166:17,18,20 167:3,4 177:21 187:8 clarification 99:18 clarified 72:5,8 clarify 71:6 178:22 191:3 classified 6:24 clear 6:14 24:17 57:24 174:16,22 194:4 clearer 94:21 client 45:7 174:17 client's 171:24 176:10 close 59:17 61:14,15, 16 105:24 closer 99:10 188:2 clue 97:22 Colmobil 53:11 comfortable 81:11 | commencing 95:25 97:11 comment 5:15 161:24 commissioner 84:13 85:14 86:7 124:10 commit 154:15 commitment 18:14 25:17 communication 99:19 communications 9:6 98:18,21 99:1 companies 28:24 company 10:20 26:10 32:17 51:5,9,21 52:1 53:7,11 57:7 66:18 122:14 133:23 145:14, 25 177:22 182:6 184:4 comparable 186:7 compiled 46:16 complaint 12:11 15:14 19:4,7 20:6 48:1,5 75:8,13,14,15, 17 94:20,22 95:3 96:6 115:12 123:10 129:21 131:18 complete 45:4 completely 161:20 compliments 174:8 comply 6:25 computer 12:8 16:13 35:11,12,16 36:25 37:5,12,22 38:1,8 40:9,11,13 43:12 58:5, 9 64:13 | concede 158:21 concept 143:22 concerned 21:10 47:22 49:5 91:9,11 92:7 126:25 concerns 92:8 concluded 195:21 conclusion 24:13 50:23 69:15 91:2,19 118:3 128:8,18 130:14 135:25 136:15 138:4 140:4,14 141:19 144:3,5,11,20,23 146:25 149:17 150:23 154:18 156:12 157:2, 5,11 169:19 172:6,23, 25 178:25 192:5 195:1 conclusions 140:7 condition 110:20 confer 117:25 confidence 146:17, 20,22 147:23 148:1 195:11 confidential 141:14 confidentiality 146:20 confirm 58:18 confuse 45:18,19 confusing 45:21 conjunction 41:24 connection 125:20 connotation 154:4 162:15,17 172:15 consent 102:15,19 103:19 104:11 105:6 113:18 | consented 103:20 104:2 consideration 167:24 177:20 considered 61:19 62:4 Consistently 171:23 conspiracy 172:3,9 173:2 174:4 175:6,11, 18 conspirator 173:10 conspired 172:18 173:4 174:14 175:15 constitution 57:3 186:17 consulted 134:16 consulting 111:22,24 112:5,11,14 113:5,7, 15,22,25 161:23 contact 93:18,20 134:8,9 contained 105:18 148:12 156:21 Contemporaneous 47:17 context 138:11 143:23 149:4,7 154:11 contract 83:16 156:4 194:13,14,20,21,23 contracts 13:21 30:3 81:2 140:1 159:4,24 162:9 165:6 174:19 194:4 contractual 130:11 148:14 159:3,23 160:2 |
|--|---|---|---|

| | | | |
|---|--|--|--|
| <p>contribute 95:7 96:2 97:19,22</p> <p>contributed 95:10</p> <p>controversy 186:1,4, 20 187:1,4,6,13 190:22 191:3,9 192:6</p> <p>conversation 18:22 100:16 123:1</p> <p>conversations 46:20 102:21</p> <p>convert 132:7,24 133:1</p> <p>converted 170:8</p> <p>cooperatively 166:9</p> <p>coordinated 43:2</p> <p>copies 6:12 7:10,19 8:1,19 55:14 165:11</p> <p>copy 94:21 188:18,23, 24</p> <p>correct 13:25 17:16 19:12 21:13 35:6,14, 22 36:11,12 40:4 41:12,15 49:24 53:17 56:10 58:12 59:9 69:10 74:24 75:2 78:12 79:4 88:4 105:1, 3 118:18 139:15 149:15 155:5</p> <p>correctly 20:25 48:25 59:5 66:10 145:9 177:2,3,8</p> <p>correspond 177:19</p> <p>cost 95:11 168:4</p> <p>costs 138:22</p> <p>counsel 4:4 12:10,13 26:4 27:7,12,17 44:19,</p> | <p>22 45:3,16 46:7 84:7 85:13 87:10 91:7 96:23 97:2 109:17,21 124:1,3 126:16,19 132:17 135:3 143:15, 18 145:10 146:8 150:4,7 151:13 152:15,23 155:5 159:6 161:15 162:6 164:15 165:5,10,22 166:16,19 167:20 168:22 169:19 174:3 193:21 195:11</p> <p>counsel's 127:4</p> <p>counsels 103:4</p> <p>count 49:16</p> <p>couple 15:21 27:3 29:23 46:20 47:5 50:15 62:6,8,11 193:21</p> <p>court 4:4 12:4,21 15:11 25:4 29:13 33:1 34:15 35:2 54:16,17 72:18 73:21 75:5 79:21 90:10 110:7 115:23 142:22 167:1,7 179:8 186:12,19 189:1 193:13</p> <p>court's 193:16</p> <p>covenant 130:6 148:12</p> <p>covered 86:5</p> <p>created 145:11 160:19</p> <p>cross 59:20</p> <p>current 183:6 185:25 187:1</p> | <p style="text-align: center;">D</p> <p>daily 147:6</p> <p>damage 151:17</p> <p>damages 138:20,24 139:2,3 149:19,23 150:2,3,17 151:21</p> <p>date 22:11 31:14 73:18 75:6,11 135:13 195:22</p> <p>date-wise 119:7</p> <p>dates 13:3 61:24 64:22</p> <p>daughter 55:25 56:2</p> <p>day 14:22 37:19 74:2, 20 160:20 180:17</p> <p>days 40:21 47:11 76:1,3</p> <p>deal 21:8,20,21 22:19, 21,22 24:19 28:22 58:14 59:17 60:5,8,10, 20,21 61:7 78:5,8 120:2 129:21 135:10 138:11,13 174:25 178:3 179:16,17 183:5 188:1 189:21 190:8</p> <p>dealing 130:7 139:25 143:22 148:12 187:25</p> <p>dealings 29:25 30:25 31:21 32:7,8 37:20 144:24 147:6 188:11</p> <p>deals 30:16 61:4,21</p> <p>debt 132:8</p> <p>debts 181:5</p> <p>December 105:7</p> | <p>decided 63:24 127:2 139:9</p> <p>decipher 82:8</p> <p>deciphering 92:10</p> <p>decisions 115:24</p> <p>declaratory 186:5</p> <p>defective 6:16 7:6</p> <p>defend 186:18</p> <p>defendant 186:2 190:23</p> <p>defendant's 138:21</p> <p>defendants 126:2,10 130:4,9 131:12 132:14 136:13 137:7,20 138:15 139:24 141:13, 17 142:6 146:17,19,23 147:23 148:11 154:15 155:1 158:5,7,23 159:1,22,25 166:10 168:11 172:17 173:12 187:2,5 190:23</p> <p>defendants' 35:5 150:13 151:6 162:8</p> <p>define 83:15 120:5 138:2</p> <p>defined 131:18 144:11 150:3</p> <p>defines 173:17</p> <p>definite 194:4</p> <p>definition 77:24 83:6, 16 172:16 173:2</p> <p>defraud 178:17 179:13,23</p> <p>defy 168:2,7</p> <p>delay 84:14 86:11,13 124:8 178:17 179:12,</p> |
|---|--|--|--|

| | | | |
|--|--|---|---|
| <p>22</p> <p>delaying 84:15 124:14</p> <p>delivered 5:11</p> <p>deposition 4:22,25 5:17,25 6:5 7:20 11:16,17 16:1,2,8,15 40:23 41:3,4,6,13,16 42:6,18,20 43:18 44:2, 5,14 46:2,3 82:9 84:11 85:14 92:11 110:1 112:4,6 124:8 127:16 150:6 195:21</p> <p>deprive 191:13</p> <p>deprived 178:18 187:7,21 191:12</p> <p>depriving 175:14</p> <p>derived 98:21 100:1,4</p> <p>derives 98:25</p> <p>designed 95:11 159:2, 23 160:1</p> <p>destined 21:4</p> <p>details 101:6 112:8 117:13</p> <p>determination 64:3 186:12</p> <p>develop 21:2</p> <p>development 95:11</p> <p>difficult 171:18,23,24 183:10</p> <p>difficulties 96:1 97:13</p> <p>dinner 76:18,20,22,24</p> <p>direct 44:19 64:11,12 93:18,19 134:8 141:5</p> | <p>direction 9:21</p> <p>directly 20:22 64:8 87:25 119:24 182:19</p> <p>Discovery 84:12 86:7</p> <p>discuss 93:11,13,15 115:17</p> <p>discussed 112:5 129:6,25</p> <p>discussions 78:18,20</p> <p>dishonest 145:6,8</p> <p>dishonorable 188:14</p> <p>dispute 185:16,19</p> <p>disregard 150:15</p> <p>disrupt 159:2,23 160:1</p> <p>disruption 162:9,11, 19,21,25 163:2</p> <p>disruptions 162:13, 14,15</p> <p>distributions 177:10</p> <p>distributors 53:10</p> <p>divert 21:19</p> <p>document 6:2,4 12:2, 17 13:6 16:25 17:17 18:1 20:16 26:17 47:14 48:6,23 49:9 52:12 67:4 79:9,13,20, 23 80:1,15 82:19,20 83:5 96:23 97:1 192:24</p> <p>documentation 21:25 42:21 65:11,16 69:25 70:11,15,18 78:13 123:24 124:20 191:16</p> | <p>documents 5:25 6:5, 6,8,10,11,15,18,25 7:9,10,11,15,17 8:14 9:3,11 10:10,14 11:13, 23 12:20 13:4,7,11,24 14:1 22:5,7,10 26:18 39:18 63:18 160:19 167:5,6 171:4,8 174:19 192:8,11,14 193:13,18 195:16</p> <p>dollar 28:16</p> <p>dollars 22:12 28:9</p> <p>doubt 106:13,21 137:18</p> <p>drawings 8:22,24 67:13</p> <p>due 11:20 87:24 102:5 116:18 121:6,7,22 146:20 175:14</p> <p>Dustin 11:8,10</p> <p>duties 50:21 51:2,7</p> <p>duty 137:2 139:24 140:11,17 143:13,16</p> <hr/> <p>E</p> <hr/> <p>earlier 82:9 84:5 124:1,17 135:15 192:17</p> <p>easy 183:9</p> <p>eat 123:2</p> <p>Eddyline 104:25</p> <p>educated 90:21</p> <p>education 53:1,6 155:14</p> <p>effect 95:19</p> | <p>effectively 7:3</p> <p>Eighty-seven 124:25</p> <p>elaborate 49:2</p> <p>Eldorado 7:9,18,25 8:2,10,20 11:21,22,24 16:21 18:13,14,16 20:23 21:8,18,20 22:2, 15 25:10,14,19 26:8, 19 28:9,15,17 30:23 31:4,6 32:10,14,18 42:22 43:1 54:12,13 55:6,7 59:22 62:25 63:5 66:3,8 67:4,16,18 69:6,9,21,22,24 71:4, 10,14,15,19 74:13 78:6,11,25 87:6,15,25 88:11 89:5 90:13,23 95:5,7,8 96:3 97:20 101:20 102:17 104:8, 10,16 105:8,10,20 106:1,11,12,18,22,24, 25 107:9,15,17,24 108:10 109:1 110:19, 25 112:15 115:24 116:2,15 117:4 118:1, 11,12,14,16,17 119:4, 15,21 121:1,2,10 123:11,21 125:2,10 126:5,15 131:24 133:8,14 135:19 138:11,13 142:4 145:14 146:18 158:9 160:13 163:5,6,8,10 165:19 166:11 169:15, 17,21 176:18,20,23 177:1,3,5,11 178:19 181:25 186:3 187:8 191:11 195:15</p> <p>Eldorado's 43:3 96:3</p> <p>election 66:25</p> |
|--|--|---|---|

| | | | |
|--|---|---|--|
| Eliades 19:14 28:23 32:22 83:21 92:19,21 126:13 127:22 133:8, 15 135:20 137:21 141:6 144:1 145:2,23, 24,25 148:5 156:5 158:6 163:4,7 165:17 166:8,12,14 167:9,17 168:10,13 169:13 170:11,17,18,25 173:14 174:12,24 176:8 177:9 181:9 182:1 191:1 else's 108:4 elses 131:17 email 12:8 13:7,8 23:13 39:8 57:19 64:13,15 emails 9:13,14,22 10:2 22:23,25 23:3,5 57:24,25 58:2 68:17, 18,20,25 employed 66:17,20 employees 51:10 enabled 145:12 end 94:12 160:20 ended 53:6 engaged 130:9 engaging 148:13 English 131:4 144:18 147:6,9,11,12 153:10, 11,12,15,22 154:22,24 enlisted 72:24 enrichment 117:16, 18 enter 194:13 | entered 127:22 entire 47:14 61:15 entitled 45:13 73:19 75:6 99:1 138:21 150:17 164:16 174:10 186:22 191:20 195:6,8 entity 45:12 66:8 83:23,24 equal 133:18,25 equipment 185:4 equity 25:19 69:22 111:5 121:16 122:1 170:8 erase 58:7 69:1 establish 163:18 established 26:4 27:12,25 establishing 27:24 163:16,19 estate 20:23 59:17 111:4 121:4 events 174:25 evidence 166:22 169:9 evolved 175:1 exact 46:9 123:1 135:13 EXAMINATION 4:14 examined 4:11 excess 138:20 150:17 exchange 64:15 164:5 Excuse 171:12 executed 42:24 | execution 47:17 89:17 exhibit 5:20,21,23 17:3,4,7 19:1,10,15,25 20:14 24:2,8 25:8,21, 22,23 30:12,13 31:2 32:2 34:21,23,25 42:13 45:24 47:2 48:11,15 49:6 70:24 71:17 78:15 79:3 87:7, 12,18 88:2,23 89:17 90:25 91:22,23,25 95:1 118:21 119:16,20 122:10,11 123:7 128:9,24 129:18 133:3 139:21 157:13 158:12, 15 161:8,9,11,12,18, 20 162:3,5 163:12,13 166:5 170:9 182:14 187:18 188:19 189:16 192:16 exhibits 32:3 174:18 exist 30:16 58:3,4 164:21 existed 115:22 148:15 exists 185:25 expansion 21:4 expect 129:3 expectations 63:13 expected 43:2 124:18 133:16 142:18 143:3 182:13,17 experience 62:3 experiencing 96:1 97:12 explain 28:14 154:2 163:11,12 183:5 | explained 5:1,4,5 14:12 18:11,18 explaining 12:11 explanation 5:8 12:13 21:7 132:16 179:24 explicitly 71:17 128:10 157:15 extent 6:23 19:17 24:12 29:8,14 30:21 31:19 32:19 34:18 50:22 55:8 63:22 69:12,14 71:24 83:4, 16 91:1,18 106:6,9 118:2 128:7,17 130:13 135:24 136:14 138:1 140:3,13 141:18 144:2,19 146:24 149:16 150:22 151:11 154:17 156:11 157:10 160:4 162:24 172:5,22 178:24 194:25 external 61:9,10 extreme 62:5 extremely 62:3 <hr/> F <hr/> face 7:6 fact 11:21 25:18 26:4, 8 28:8 32:9 78:23 87:24 90:12 102:6 116:15 133:21 173:25 175:12 182:15 187:7 188:10,11 facts 42:16 151:19 factual 80:17 |
|--|---|---|--|

| | | | |
|--|---|---|---|
| fail 131:21 | Feingold's 62:15 | foregoing 105:14 126:3 158:7 | 163:7 165:18 169:14 170:17,18,25 174:24 |
| failed 126:8,14 134:15 140:23,25 143:15 160:7 179:20 | fiduciary 136:21,24 137:2 141:14 142:11 143:5,11,13,16 | forget 59:1 173:22,24, 25 174:1 | fund 53:25 |
| failing 126:4 127:9 131:9,23 132:1,6 133:6 | figure 60:7 | form 52:10 74:7 192:3 | funds 95:7,9 96:2 97:20 |
| failure 127:6,7 132:24 133:1 134:2 | file 7:8 8:9,12 10:4,15 12:4 22:9 23:6,7,8,10, 21 35:18 39:11 40:9, 10 51:19 69:2 | formal 53:6 | furtherance 175:11 |
| fair 50:5,11 104:19 119:17 129:25 130:7 139:25 143:22 148:12 | filed 51:24 75:15,16, 20,22 115:13 | formation 50:14 | future 59:19 |
| faith 124:12 130:6 139:25 143:21 144:1, 7,8,14,15,17,23 145:2, 15 148:12 | final 47:10 | formed 50:10,12 | <hr/> G <hr/> |
| faithful 142:12 | finances 96:13 | forward 45:20,22,25 50:8,9 73:15 85:17 86:2 121:16 124:12,13 | gain 86:13 |
| falling 36:20 | financial 78:23 96:1 97:12 110:20 122:16 188:3 | found 108:20 109:3 132:13 180:22,24 183:4 188:13 | gave 9:20 16:1 34:18 63:13,14,20 74:2 78:3 107:19 125:25 134:16 149:25 150:1 173:1 174:8 175:21 176:1 |
| familiar 15:14 16:17 17:17 23:23,25 24:4,5 35:8 75:13,17,19 96:5 145:19 | find 9:18 26:5 40:15 110:22 180:7 186:21 192:4 | foundation 25:16,17 41:3 83:20 | general 15:16 21:6 95:19 112:15 113:1,8 114:7 121:21 131:1,4 132:18 143:25 153:17 167:22,23 172:10 175:7 |
| family 53:7,16 54:1 61:15,20 62:1 83:20 104:24 | finding 68:9 | fourth 47:16 155:18, 20 156:3 | generalized 173:2 |
| fault 176:11 | findings 97:5 98:3 103:4 112:21 | frame 93:3 | generally 17:18 47:6 102:3 117:19 |
| Fedex 37:22 | fine 20:2 88:2,12 93:11 95:24 98:4 100:22 103:18 104:5, 15 162:8 169:13 172:2 | fraud 150:14 154:13, 15,22,23,24 155:1 | gentleman 45:18 |
| Fedexed 37:17 | firm 103:9 | fraudulent 161:19 175:15 177:16 | give 5:7 59:25 63:17 77:24 84:6 93:9,25 94:21 95:19 113:18 120:3 133:22 134:9 139:7 140:8 148:9 152:17 157:10 175:23 176:13 193:18 |
| fee 111:22,24 112:5, 11,14 113:5,7,15,22, 25 | Flangas 20:10,11 28:24 32:4 | fraudulently 164:2 | giving 90:17 133:24 161:23 168:3 185:20 187:9 |
| fees 138:22 | floated 103:3 | friend 58:20 76:10 184:24 | Global 10:15,17,18 95:6 102:15 103:20,22 |
| Feingold 22:19 58:22 59:8 61:14 62:1,14 93:21 94:3 100:21 119:23 180:9 | folder 23:13,22 40:5,9 58:4 69:1 | friendly 61:25 82:23 | |
| | follow 176:10 188:8 | friends 61:16 183:13 193:21 | |
| | football 137:12,14 | front 29:22 34:24,25 174:18 181:15 | |
| | force 129:8,10 | full 105:6 133:7 135:19 160:10 166:11 195:11 | |
| | | fully 96:12 105:14 | |

| | | | |
|--|--|---|--|
| 105:9 106:2,20 107:9 110:11 111:21 113:16, 22,25 Global's 100:22 good 50:10 61:17,21, 22,23 62:3 82:22,23 124:12 130:6 139:25 143:21 147:13 148:12 155:17 159:17 172:16 179:24 gopher 185:3 gradually 168:1 graduated 53:3 great 171:22 Greece 15:23 Greek 19:12 28:23 group 137:17 guess 56:17 58:1 64:7 77:23 114:25 127:1 139:10 147:20 155:21 guy 19:12 28:23 61:20 185:3,4 guys 160:6 169:4 | handed 175:20 handful 68:3 hands 99:8,10 135:1 165:22 handwriting 37:2 38:5 happen 79:23 187:12 happened 21:23 64:1 103:2 111:10 161:17 163:23,24 184:1,2 187:12,15 happening 81:3 142:3 187:12 harassing 84:22 171:13,14 Harlap 4:9,17,18 6:1, 16 7:8 20:16,21 34:23 43:3 44:4 50:8 53:1 88:22 94:19 95:4 103:16 123:7 134:9 159:13 165:16 He'll 82:20 head 15:9 66:5 123:17,18 hear 12:12 33:6,16 95:21,23 160:5 174:21 192:21 heard 30:19 31:18 97:23 98:10 99:4,6,7,9 100:14 111:1 112:25 113:2,12,13 120:5 151:20 171:20 hearing 5:3 33:17,21 113:14 Hebrew 117:19 130:18,20,25 131:6 143:8,9,24 147:4,7,8 | 153:7,13,19,22 172:17 hefty 35:17 held 28:23 helped 72:19 Herzliya 4:21 high 53:3 highly 61:19 62:3 highway 59:19 Hill 106:1 Hills 7:9,18,25 8:2,10, 20 11:21,22,24 18:13, 14,16 20:23 21:9,18, 20 22:2 25:10,14,19 26:8,20 28:9,15,17 30:23 31:4,6 32:10,14, 18 54:12,13 55:6 59:22 62:25 63:5 66:9 67:4 69:21,22,24 71:5, 14,15,19 74:13 78:25 87:6,16,25 88:11 89:5 101:20 104:10 106:22, 24 107:1,9 109:1 115:24 116:2,15 117:4 118:12,13,16 121:1,2 133:15 138:11 142:4 145:14 160:14 177:1, 3,5 187:8 191:11 Hills' 22:15 hinder 178:17 179:12, 22 hired 72:21 historical 8:1 74:15 175:3 187:17 191:14 Hmm 12:7 17:22 43:14 55:20 114:9 120:20 126:18 150:21 178:9 182:24 188:21 | Hold 25:10 44:7 144:10 178:21 home 40:6 59:4 62:12 honest 61:20 62:5 134:4 144:23 187:24 Honestly 111:2 honor 146:19 honorable 188:12 honoring 166:12 hope 60:16 hoping 120:7 hot 66:25 hours 86:17 193:23 house 9:9 21:7 hub 21:4 Huerta 9:4,7,8,23 10:19 14:16,17 16:1,8, 21 22:14 41:16 42:6 43:2 44:3,15 46:2,4 57:24 58:1 61:19 67:22 72:11,19 76:11 77:15,16,17 78:3,8,11 93:21 95:16 97:5 98:12 106:3,14,16,17, 19,23 107:2,7,9,13,14 110:11 112:6,25 113:16 114:23 115:18 116:20 118:24 134:7 182:19 Huerta's 16:15 21:9 40:22 41:13 44:5 112:4 human 143:25 hundred 52:11 169:24 |
| H | | | |
| H-A-I-F-A 53:4 H-E-R-Z-I-L-Y-A 4:21 Haifa 53:4 half 22:11 28:9,16 53:4 74:23 78:1,3,4 106:11 111:25 122:20, 22 hand 28:7,8 33:9 174:17 | | | |

| | | | |
|--|--|--|--|
| <p style="text-align: center;">I</p> <p>idea 23:12 54:18 67:19 97:1 112:16,17, 18,20 122:8 129:11 144:16 181:6,7 184:10</p> <p>identical 129:24</p> <p>identified 127:25 128:23 138:2 139:13</p> <p>identify 128:6</p> <p>identifying 158:8</p> <p>ill-fated 14:22</p> <p>illegal 152:3,6,8 167:14,16</p> <p>illegally 73:14 164:2</p> <p>imagination 168:14, 19,25 169:1,5</p> <p>Imitations 33:3 156:5 158:6</p> <p>immediately 182:10, 12</p> <p>impact 188:3</p> <p>implication 117:22</p> <p>implied 148:11</p> <p>import 160:24</p> <p>important 188:1</p> <p>importers 53:9</p> <p>imprecisely 34:1</p> <p>impression 62:7</p> <p>improper 6:20 81:21</p> <p>included 54:15 70:20, 21</p> <p>includes 174:18</p> | <p>including 42:22,24</p> <p>incurred 138:23</p> <p>Independent 100:6</p> <p>individual 6:17,18,19 45:13 60:6 186:16,17</p> <p>industrial 95:12</p> <p>inferring 67:9</p> <p>inform 133:6 134:3, 15</p> <p>information 14:7,8 34:19 37:18 38:19 44:13 45:3,14 46:17 50:3 93:8 97:3,15,18, 20 98:20 102:7 113:6 124:5 139:7 150:8</p> <p>informed 105:14 152:17 181:7 182:9 187:11</p> <p>initial 34:14 36:6 72:18 188:7 190:2</p> <p>initially 8:8,16,23 9:8 26:10 31:5 188:6</p> <p>initiated 185:1,2</p> <p>initiative 125:24</p> <p>injected 118:12</p> <p>inquire 101:4 150:7</p> <p>instruct 24:19</p> <p>instructed 12:25 52:25</p> <p>instructing 98:22</p> <p>instructions 21:9</p> <p>intact 79:1</p> <p>intelligent 45:21</p> <p>intend 177:13</p> | <p>intended 159:2,22 160:1</p> <p>intent 178:17 179:12, 22</p> <p>intentional 150:15 156:3 159:2,22,25 160:17,23 161:4,12</p> <p>interest 11:20 51:8 53:7 69:8,11,13 70:12, 16 71:6,9,10,12,13,21, 22,25 72:5,7,25 73:16, 23 74:7 75:12 78:25 87:6 120:4,22,23 121:3,8,9 122:1,17,18, 21 125:2,10,20 126:5, 15 131:23 133:8 135:19 141:5 146:21 150:16 158:8,9 160:11 163:4,5,6,8,9,10,15, 21,22,23,24 165:18 166:11 169:14,17,21 170:12 171:1 176:2 177:20,21 178:14,18 179:19 181:25 192:18 195:15</p> <p>interested 168:12</p> <p>interference 156:3</p> <p>interject 24:25</p> <p>Internet 12:6</p> <p>interpret 79:9,13,20, 23 80:15 81:2,17 140:14</p> <p>interpretation 160:4</p> <p>interrogatories 7:19, 22 34:4,11,17 35:6,14, 19,21,25 36:2,8,10 37:5 38:15 40:17 41:18 42:7 189:3</p> | <p>interrogatory 11:18 33:23 44:21,23 45:1,6 46:6 174:19</p> <p>introduced 58:21 77:6,7 115:3 117:9 190:9</p> <p>invest 63:24 64:3,6 77:25 78:2,7</p> <p>invested 26:8,10 53:25 54:1 71:14 87:15,25 90:12 105:9, 21 106:10,25 108:11 110:12,19 118:15,16 121:24 123:11,12 125:8 142:4 170:7</p> <p>investing 101:19,20</p> <p>investment 8:2,13,20 9:16 18:16 20:22 31:6 40:8 42:22 50:13 54:4, 5,6,21,23 56:23 61:7 63:5 65:2 66:3 69:24 70:11,13 74:13 88:10 89:5 94:1 97:7 101:7 104:7,9,16 105:5 106:18,22,24 116:14 117:4 118:17 119:6,13 132:7 134:19 146:18 160:13 170:7 186:3 188:7 190:2 191:14 192:4</p> <p>investments 52:7,20 53:18,20,21,23 102:16 103:21,24 104:25</p> <p>investor 56:16</p> <p>investors 56:19 63:2</p> <p>involved 21:21 114:25 115:2 116:25 142:6</p> |
|--|--|--|--|

| | | | |
|---|--|--|--|
| involvement 117:7 | justiciable 186:1 187:1 | large 99:7 110:24 | legal 24:13 26:4 27:12 45:2 50:23 52:12 69:11,15 71:12 78:13 79:21 80:15 81:13 82:7 87:10 89:8,11,12 91:2,5,19 92:9,10 97:1 103:4 116:17,24 117:2,3,20,22,23 118:3 121:5,11 122:3 125:5,16 126:16,19 127:4 128:8,18 129:12,14 130:14,16, 21 131:2,3,15 132:5, 17 135:25 136:1,15,25 138:2,4 140:4,7,9,10, 14 141:1,19,20 143:7, 11,15,18,20,25 144:3, 4,11,20,23 145:10,19 146:8,25 147:1 149:2, 3,6,8,17 150:4,7,20,23 151:2 152:10,18,23 153:13,25 154:4,18 155:5,14 156:12,18 157:1,5,10,11 159:5,8, 12 160:4,9,19 162:6, 13,14,15,16 163:1 164:5,9,12,15,18 165:5,8,10,22 166:16, 19 167:11,15,19,20,21 169:19 172:6,8,20,23, 25 173:3,25 174:1,2 175:6,13,25 176:22 178:25 186:10 187:3 193:21 195:1,11 |
| involving 146:18 | <hr/> K <hr/> | Las 4:1 11:3 20:24 21:5 55:23 56:8 59:17 60:7,20 62:2 76:13,16 | |
| irrelevant 126:22,24 159:11,13 | K1 52:9,13 | late 135:8,11,13 187:15 | |
| Israel 4:19 15:22 51:17 53:5 55:14 58:11,13 66:2 67:1,23 106:14 119:25 129:14 186:11 190:12,14,19 194:12,17 | K1s 52:4,23 | law 138:3 140:15 144:12,15 145:11 186:8 | |
| Israeli 186:8 | kind 10:4 66:8 67:4 72:18 86:12 136:17 137:25 138:5,7,14 140:10 141:16 145:11 | lawsuit 12:22 33:24 114:4,5,11,13,20 115:18 117:8,15 | |
| issue 72:8 79:21 80:15,17 81:10 144:11 | knew 21:1 22:20 62:1 102:19 104:2 109:10 112:2 121:24,25 150:8 169:20 175:1,2,10 | lawyer 5:5 26:6 38:13,17,25 46:10 89:13,14 90:17,20 92:12 97:9 100:6,20 103:7 104:19,20 109:3 114:11,13 115:3,6 117:10 126:23 128:11 129:2,6,7 132:13 137:5 140:23 148:2,4, 6 154:19,20 155:3,11 159:10 167:6 194:6 195:13 | |
| issues 18:19 78:23 122:16 | knowing 61:16,17 63:12 117:13 175:5 | lawyer's 171:10 192:21 | |
| <hr/> J <hr/> | knowledge 29:8,15 91:10,12,15 98:4,9,15, 25 99:16,18,23 100:1, 4,7,12 102:15,23,24 103:1,7,10,11,20 104:12,18 105:6,11,17 106:7 107:4,5,21 112:22 113:4,10,11 119:19 136:17 137:4 180:19 181:22 184:11 187:20 | lawyer-client 102:21 | |
| Jacob 22:19 58:21,22, 23 59:7,8 60:10,15,20 61:14,16,19 62:14,15 64:8 68:5,6 93:21 94:3 119:23 180:9 183:25 184:25 187:16,17,20 188:5 190:15 | knowledgeable 42:18 127:2 | lawyers 98:13 106:8 108:19 192:3 | |
| Jacob's 61:17 | <hr/> L <hr/> | lay 41:3 165:22 | |
| janitorial 185:3 | lady 8:18 55:3 193:23 | learn 183:2 | |
| jargon 136:1 145:19 | land 176:3,18,20,23 177:6 194:13,16 | learned 104:19 106:7 183:24 184:24 187:16 | |
| Jewish 154:10 | language 143:9 172:10 | led 174:25 | |
| job 46:22 | | ledger 112:15,23 113:1,8 | |
| join 63:5 | | left 25:14 26:10 | |
| Judge 193:19 | | | legally 57:15 73:19 79:13 96:17 125:7,13 145:5 167:25 |
| jumping 170:14 | | | let alone 99:5 129:14 |
| junction 59:20 | | | letter 134:7 |
| jurisdiction 122:4 | | | letters 68:13,14 |

| | | | |
|--|---|--|--|
| letting 79:23 level 101:7 Lewis 11:8,10 liability 183:18 liberty 28:11,12 lighter 154:5 limited 80:18 117:20 140:8 limits 63:16 lines 97:8 Lionel 4:15 5:19,22 6:20 7:2,7 10:13 12:12,16 13:17 15:13 17:2,5 18:24 19:2,21 20:15 24:14 25:11 26:12 27:9 29:11,18 31:10,16 32:24 33:2 34:20,22 35:1,3 39:19, 23 40:1 41:5 44:9,11 45:9,15,19 46:11 49:13,21 50:2,6,24 51:1,6 54:10 58:23 59:2,13,24 61:4 65:8, 10,15 69:16 70:3,5,10, 14 74:3,16 75:25 76:3, 5,8,9 79:10,14,17,24 80:2,6,8,10,13,16,18, 23,25 81:4,7,18,23 82:1,4,22,25 83:1,11 84:1,6,10,15,19 85:1, 2,6,13,21,24 86:6,10, 12,15,22 87:1 88:8,12, 16,21 89:2,20,24 90:4, 8,11 91:3,8,20 92:5,15 93:5 94:25 95:2 96:24 99:13,14,22 100:3,5 108:16 109:16,19,22, 25 110:4,10 111:20 118:5 123:4,6 124:2,7, | 13,17,19 127:17,19,20 128:12,19 129:20 130:22 131:19 135:4,5 136:5,16,20 137:24 138:6 139:5,23 140:5, 8,16,20 141:22 142:19 143:4 144:4,6,13 145:1,7 147:5 149:18 150:24 151:3,4,9,13, 16,22,24 152:5,14,19 154:21 156:13,16,24 157:3,21 159:20 160:15 161:5,15 162:1 164:23 165:2,13,15 166:7,23 167:8 168:16,22 169:1,3,6, 10 170:1,4,10,21 171:9,14,17,23 172:1, 11,24 173:9,18 175:8 176:12,17 179:4,10 191:15,20,24 192:7, 10,13,20 194:1,8 195:4,20 list 142:16,24 Listen 183:11 lists 148:16 literally 191:18 litigation 22:6 115:17 live 4:18 190:19 LLC 7:9 33:4 42:19 66:10,11 89:10 LLC's 35:4 loan 29:1 95:6,9 96:3 168:3 169:4,6 loans 168:23 lobbyist 184:17 local 9:18 | logistic 59:18,19 logistics 21:4 long 40:16,18,20 53:13 61:5 81:18 92:25 93:3,4 189:9 longer 158:20 longhand 38:1 looked 12:6,18 13:13, 18 15:17,19 16:3,10 19:4 23:7,12,13,19 40:8,13 48:17 lot 21:17 48:24 60:8, 12 147:8,19 167:12 lucky 39:23 lunch 76:18,21,25 123:2 <hr/> M <hr/> made 20:22 26:11,13 60:8,12,13,20 64:3 72:4 78:25 81:18 89:5 93:17 101:8 104:9 119:13 134:19 151:23 181:24 184:9 185:12 188:6 main 21:2 major 188:3 majority 105:8,21,22 108:10 make 9:19 13:3 24:16, 21 61:7 80:8 93:15,23 94:20 104:7 134:13 152:14 157:7 160:9,10 183:12,15 193:24 makes 24:25 79:24 | making 49:11 168:23 malice 150:14 155:6 managed 165:22 192:3 manager 50:16,19,21 51:3 78:8,11 map 67:11 maps 63:19 67:6,7 mark 5:19 17:2 18:24 20:13 34:20 marked 5:21 17:4 19:1 20:14 34:21 95:1 material 10:7 46:14 47:7 75:11 matter 10:5,7 68:7 82:7 122:3 129:5 131:15 142:3,7 147:1 149:2,3,6,8 152:10,22 165:5 170:3 173:25 174:1,2 matters 121:6 125:16 140:9 159:9,12 162:13,14 McDonald 33:14 114:16,18 meaning 75:11 116:25 117:1 125:4 126:6 130:21 131:4 149:3 163:1 means 41:16 42:11 45:7 96:17 118:11 126:7 127:3 130:18,25 131:2 143:7,10 153:16 154:2,8 164:5 186:10 195:9 meant 132:18 147:4 |
|--|---|--|--|

| | | | |
|-----------------------------|---------------------------------------|-----------------------------|------------------------------|
| measure 73:18 | 110:12 111:25 120:18, 19,21 121:20,24 | monies 107:8 | 131:23 133:6 134:9 |
| measured 73:17 | 122:20,22 123:11,23 | month 13:19,22 | 136:13 137:7 138:14, |
| mechanism 145:11 | 170:6 175:4 178:15 | 180:15 | 19,24 139:13,24 |
| meet 56:3 62:17 77:9 | 191:14,17 | monthly 95:6,8 96:3 | 141:15,16 146:16 |
| meeting 76:2,4 115:6 | mine 28:12,14 | months 11:7 13:2,15, | 147:22 150:17 156:6 |
| 185:2 | minimal 129:14 | 16 15:18,20 17:21,23 | 166:13 170:19 175:3 |
| meetings 62:6,8 | minimum 63:13 | mood 82:23 | 178:17,18 179:13,23 |
| Melissa 33:9 | 168:4 | morning 14:13 | 183:13 186:1 187:2,4 |
| member 89:10 127:9 | minute 173:22 | mortgage 95:17 | Nanyah's 42:16,22 |
| members 95:5 | minutes 29:24 108:22 | 110:25 111:1,6,7 | 105:5 132:7 146:21 |
| membership 69:8,11, | mischaracterizes | mother 147:9,12 | 150:16 158:8 159:3,23 |
| 12 71:6,9,10,11,13,21, | 39:17 166:21 | motioning 99:8,10 | 160:1 163:5,7,10,15 |
| 22,24 72:5,7 116:16 | mischaracterizing | move 80:21 85:16 | 165:18 169:14,17,21 |
| 126:5,15 127:23 | 74:11 88:6 161:14 | 86:2 124:12 127:14 | 170:6,12 171:1 186:2 |
| 131:23 133:8 135:19 | 165:1 | 171:21 185:22 | 195:6 |
| 156:8 157:17,19,22,25 | misconduct 130:10, | moved 11:6 | nature 186:23 |
| 158:8 166:11 181:25 | 12,23,25 131:1,5,7,8,9 | moving 124:13 | necessarily 127:10 |
| 195:15,17 | 148:13,18,22 149:2,14 | 129:17 194:3 | 176:23 |
| memory 11:19 38:21, | mislead 158:19 | mutual 58:20 | needed 9:17 48:8 52:3 |
| 22,23 39:1 102:5,8,10, | missing 38:13,17 | Mykonos 15:24 | 63:2 141:3 142:18 |
| 18 | mistaken 16:22 18:12 | | 143:2 |
| mentioned 71:18 | Mm-hmm 129:23 | N | Nevada 4:1,6 42:23 |
| 83:24 87:7 91:22,25 | moment 165:12 | N.R.C.P. 42:19 | 43:4 140:15 144:12,15 |
| 139:3 145:18 157:15 | money 8:2,19 10:8 | named 28:23 60:6 | 190:6 |
| 164:7 191:2 192:2 | 21:8,19 22:2,8 23:1 | 166:9 186:1 187:2 | Nevada's 104:16 |
| mentioning 74:13 | 28:13 31:3,4,5,7 55:3, | Nanyah 10:23 15:4,6, | news 120:6 |
| mess 183:19 | 5 60:8,12,20 65:20,25 | 7 16:24 25:18 30:9,10 | night 17:12,13,19 |
| met 20:11 29:20 | 73:2,3 78:8 95:17 | 35:4 42:18,20,25 43:3 | Ninety-two 126:2 |
| 62:13,14,17 77:13,14 | 101:20 105:25 106:15, | 44:22,24 45:12 50:10, | nodded 15:9 123:17 |
| 120:1 184:22 | 17 107:2,6,10 108:23, | 19 51:10 52:14 54:6,9 | noninterest 132:7 |
| million 16:25 22:11 | 24 109:5 118:11,12, | 56:19 57:13 58:4 | nonlawyer 75:18 |
| 25:19,24 26:9,19 28:9, | 15,16 121:3,16 | 71:18 104:5,7,9 | nonlegal 159:10,11 |
| 16 32:13 73:4,5 74:14, | 123:13,15,16,19 | 105:22 107:1 117:25 | 173:4 175:7 176:6 |
| 23 78:1,2,4 90:13 | 125:21 160:11 183:17 | 123:11 125:2 126:4,15 | 177:15 178:25 179:14 |
| 104:5 105:6,8,21,24 | 189:20 194:15,16 | 127:25 128:6,13,22 | 191:10 |
| 106:10,16,25 107:13, | | | nonresponsive |
| 25 108:10,17 109:6 | | | 127:14 |

| | | | |
|---|--|---|--|
| nonsense 86:12 109:22 | 172:5,19,22 191:7 194:25 | opportunity 133:18, 25 183:7 187:10 | 107:2,6,8 109:4 116:19 |
| nonunderstanding 129:1 | objection's 86:3 | oppress 153:17 154:8 | paint 108:24 |
| normal 167:22 | objections 24:17,25 | oppressed 154:10 | painted 107:10 |
| notice 5:24 6:4,23 7:3 133:18 | obligated 24:18 146:19 | oppression 150:14 153:5,16 154:11,12 | paper 8:16 16:13 17:9 35:11 37:21 42:9,10 48:19 74:5 82:11 87:9, 12 170:16 192:2 193:3 |
| Notwithstanding 160:5 | obligations 138:10 166:13 186:2 190:6 | order 39:12 45:4 56:3 63:3 80:22 87:11 143:20 179:15 183:18 | papers 7:19 8:8 16:3, 12 30:20 31:23,25 39:12 50:15 52:20 87:7 97:5 107:21 142:9 170:16 188:25 189:23 190:1 |
| November 75:22,25 | obtained 102:16 103:20,22,23 163:4 | organization 57:4 | paperwork 27:14 28:3,20 29:5 30:11,15 37:19 39:7 40:7 48:7 52:21 54:14,16,17 55:12 57:16 61:8 70:22,23 90:16 91:6 97:4 98:13 102:6 104:21 107:19 117:14 132:23 165:10,21,23 169:18 173:17,19,21, 22,24 181:15 190:3,5 |
| number 5:21 9:22 17:4 19:1 20:14 27:1 34:21 70:24 74:15 95:1 105:23 126:10 159:1 192:24 | occasion 17:24 | original 74:22 | paragraph 47:18,22 48:1,22 49:8,15 95:4, 13,24 96:5,14 99:15 100:9,13 102:14 105:4,13,18,20 108:9 123:10 127:21 128:2 129:24 130:4,9 131:20 138:19 139:12 140:2 141:13 149:7 153:3 156:6 165:17 172:3 178:16 185:25 |
| numbers 106:5 | occasions 101:24 | originally 66:18 193:5 | paragraphs 48:24 95:15 |
| <hr/> | occurred 162:10 180:20 187:23 | overnight 76:25 | parcel 63:3 |
| O | OCTOBER 4:1 | owed 73:2,3 94:1 110:25 116:15 139:24 166:13 | |
| <hr/> | offer 178:3 183:4 | owned 176:20 | |
| oath 4:12 | offhand 8:5 181:11, 13 | owner 71:15 120:25 | |
| object 7:6 81:5,19 113:21,24 136:14 138:3 160:3 161:15 | office 7:18 13:5 29:20 36:21 37:19 40:6 46:14,15,16 51:12,13, 14 54:1 66:20 98:19 134:25 185:12 | ownership 32:13 122:2 125:2,10,20 133:14 160:11 163:6, 7,10,15 164:11 165:18 169:14,17 170:12 171:1 175:14,15,17,19 177:1,3,5 182:18 183:17 | |
| objected 7:2 | offices 66:15 | owns 121:2 194:13 | |
| objecting 83:14 178:25 | Olivas 33:9 58:24 | <hr/> | |
| objection 19:17 24:12 25:6 26:1 45:15 50:22 69:14 81:19 83:4 84:9 91:1,18 92:2 96:22 118:2 128:7,17 130:13 135:24 136:19 139:1 140:3,13,19 141:18 144:2 145:3,4 146:24 150:22 151:21,22 152:1,14 154:17 156:11 157:7 161:1 164:20 166:21 168:15 | one-five 109:9 | P | |
| | one-page 67:12 | p.m. 195:22 | |
| | open 42:13 | package 37:22 | |
| | operating 10:22,24 56:25 57:10,11 127:24 156:9 158:1 | pages 10:6 47:1 67:11 | |
| | operation 161:19,21 | paid 28:8 95:16,17 106:1,15,18,20,23 | |
| | opinion 136:3 140:9, 10 | | |

| | | | |
|---|--|--|--|
| <p>pardon 43:7 49:18 56:12 71:8 95:22 111:14 113:23 123:14 147:17 152:7 158:14, 22</p> <p>park 78:5 95:12</p> <p>part 12:3 20:25 22:6 25:15 63:17 71:15 89:6,7 107:13 111:5 112:6,20 116:16 120:25 121:3,4 141:24 145:16 175:5,18</p> <p>participate 134:17 161:24</p> <p>participated 175:13</p> <p>participation 69:22</p> <p>parties 158:12,15,23</p> <p>partner 61:18 62:2 185:4</p> <p>partners 12:3 60:5 72:12</p> <p>parts 28:12</p> <p>party 45:2 79:20 91:16 92:1,4 141:4,5 172:15</p> <p>passed 12:20</p> <p>past 55:13 72:9 193:7, 8</p> <p>pay 18:15 23:21 95:5, 8 106:23 115:8 127:7, 13 160:8,22</p> <p>paying 107:6</p> <p>payment 95:9 96:3 110:11 113:21,24</p> <p>payments 95:6,17 96:4 107:17</p> | <p>pending 49:12</p> <p>people 22:18,20 61:4 154:9,10 172:13,14</p> <p>percent 37:9 176:24</p> <p>perform 159:25</p> <p>performance 194:10 195:7</p> <p>performed 150:13 151:6 159:1,22 160:17 178:16 179:22</p> <p>period 6:22</p> <p>permitted 93:4</p> <p>person 42:18 83:22 119:12 133:16 134:4 175:7 185:1 186:11 188:12,14</p> <p>personal 61:25 90:18 96:13 98:4,8,15,25 99:16,23 100:1,3,7,12 102:23,24 103:1,6,10, 11 104:18,21 105:11, 17 106:6 107:20 138:16 141:17,24</p> <p>personally 30:6,7 32:8,23 90:18 104:1,3 112:22,23 125:24 141:25 142:1 145:24</p> <p>Pete 32:22 137:21</p> <p>Peter 126:13 127:22 141:6 144:1 145:2 148:5 156:5 158:6</p> <p>phone 18:12 46:19,20 67:21 68:4,11 119:12, 24 134:7 183:9,10</p> <p>photo 67:14,15</p> <p>physical 16:12 40:5 51:14</p> | <p>physically 13:6 46:25 117:11</p> <p>picked 134:6</p> <p>piece 122:2</p> <p>pitch 58:13 59:25 60:23 62:18,21 63:10, 17 64:5 67:25 68:1 101:8,19</p> <p>pitched 21:7 59:17 78:5</p> <p>pitching 59:3 61:4</p> <p>place 40:14 82:14,15</p> <p>plain 154:23,24</p> <p>plan 86:9,10 183:5,6</p> <p>planning 133:22 134:13 182:18</p> <p>platter 175:21</p> <p>play 137:12</p> <p>played 137:14</p> <p>pleasure 193:22</p> <p>plenty 167:14,15</p> <p>plot 21:16 176:3</p> <p>plots 59:22</p> <p>plural 173:7</p> <p>pocket 108:25</p> <p>point 21:3 26:9 28:10, 20 34:14 42:11 63:9 64:7 66:24 73:21 81:15 94:6 99:4 102:6 112:21 114:2 115:20 119:24,25 121:2,17,25 122:23 125:8 135:16 178:13 181:16 183:24 192:8 193:11</p> | <p>pop 170:19</p> <p>portions 28:25</p> <p>position 28:1 152:3</p> <p>post 101:20</p> <p>potential 16:24 25:24 26:19 28:16 32:11 73:12 74:14,17,19 79:3,7 80:4 82:5,10,18 83:2,6,12,13,15 87:8 116:17 133:17 157:18 163:13 170:19 175:2 177:20 178:2,14 179:19 182:15 187:8</p> <p>potentially 73:16 134:11 179:19</p> <p>PR 184:16</p> <p>practice 147:15,18</p> <p>precede 129:17</p> <p>precise 153:18</p> <p>precisely 33:25</p> <p>prefer 168:14</p> <p>prepare 11:15 14:4,5 42:6 46:21</p> <p>prepared 44:17,21 46:7 49:3 50:8 96:23 97:2,9 132:21,22</p> <p>preparing 14:10 17:15 41:24 48:5 52:21 98:13</p> <p>presentation 185:12, 14</p> <p>presenting 183:7</p> <p>presuming 167:24</p> <p>pretty 21:10 29:17 48:19 53:15 114:21</p> |
|---|--|--|--|

| | | | |
|--|---|---|---|
| prevented 135:6 | properly 71:16 72:11 125:22 131:13 157:20 | pursuant 42:19 | 130:16 139:8 193:22 |
| previous 60:8 91:6 148:20 | property 20:23 62:24, 25 66:13 67:17 133:23 177:15,17,21,24 178:6 180:2 181:3 182:5 183:22 184:5 187:8 | push 179:15 | |
| primarily 46:7 53:9 147:8 187:16 | protect 81:10 | pushed 145:13 | R |
| print 37:14 | protected 98:19 | pushing 120:7 | R-E-L-L-M-A-S 33:18 |
| prior 17:19 87:25 88:22 89:16 92:17 101:19 118:20 | protective 80:21 | put 63:8 65:7 81:16 84:8 107:24 117:17 134:5 174:17 183:14 | range 20:24,25 |
| privilege 98:20 | provide 26:5 126:4,15 127:9 131:23 | putting 46:9 | Ray 104:24 |
| privileged 14:7 80:6 93:8 | provided 45:3 153:13 | Q | reach 182:20,22,25 183:l |
| problem 86:5 135:8 | providing 165:11 | question 12:15 24:20, 23 25:2,3,5 29:12,14 33:12 40:24 43:21,22 44:8,17,23 45:22 46:17,19,23 49:10,11, 12,20 51:4 64:2 65:14 70:6 79:18 80:21 81:14,16,21 83:10 85:7 86:3 88:6,20 91:21 92:6 98:24 108:15 109:13,23,25 110:3,4,6,8 127:10 137:22 139:18 141:21 149:10 157:4,12 166:23,25 167:2 170:22 171:6,16 178:23 179:2,3 191:21 | read 11:17 25:4,12 26:21 29:13 36:16,17, 23 39:19 43:19 47:7, 14,19,21 48:8,19,22 90:7,10 95:13 96:6 98:7 100:9,10 102:6, 11 109:23 110:7 112:4,7,23 142:19,21 150:13 153:20 158:4 166:23 167:1 179:3,5, 7 188:25 193:12 |
| problems 96:7 | provision 186:7 | | reading 40:18 42:15 47:7 94:24 143:14 166:l |
| Procedure 4:7 | pull 85:19 | | real 20:23 59:17 111:4 121:4 122:2 135:8 177:19 |
| procedures 129:13, 14 192:5 | punitive 150:17 151:17,21 | question's 137:3 | realized 187:14 |
| proceed 194:3 | purchase 16:17,19, 20,22 23:23 26:21 27:5 42:24 47:18 70:25 71:1 78:15 79:2 87:13,18,19,21,22 88:2,23 90:14,22,24 91:16 111:5 119:14,20 120:9 121:9 127:23 128:24 156:7 157:17 187:10 195:7 | questioning 34:2,3 84:10 110:l | reason 5:16 63:15 89:11,12 93:6 149:9, 11 155:16,17 |
| proceeding 72:18 | purchased 32:10 | questions 5:8 11:18 12:9 34:10 36:4,11,16, 17,23 37:4,24 38:9,11, 20 39:2,4,6,8 40:17 41:9 45:20 46:6,10 48:9,10 66:7 84:18 85:17 86:1,23 94:20 109:24 111:13,15 | reasonable 63:15 133:16 134:4 138:22 |
| proceedings 34:14 164:13 187:25 | purported 104:16 | | reasons 26:11 93:7 163:17 |
| process 14:11 63:1 117:13 191:12 | purportedly 44:14 | | recall 6:3 8:4 9:24 10:1,6,16,18 12:1,19 16:4,13 19:19 20:1 |
| produced 169:5,18 | purpose 50:13 130:10 148:14 150:6 166:12 185:14 | | |
| production 5:25 6:15,24 | purposes 59:19 | | |
| proficiency 149:5 | | | |
| profits 120:23 | | | |
| profound 154:6 | | | |
| project 95:11 191:11 | | | |
| projected 173:20 | | | |
| proof 55:4 65:24 | | | |
| proper 6:19 | | | |

| | | | |
|---|--|---|---|
| <p>21:6 22:15,17,24 23:2, 3 26:16 33:7,17,21,22 34:9,13,19 35:10 36:3, 5,9,17,23,24 37:10,11, 21 38:12,14,16 39:11 42:8 46:18 47:4,9 51:18 59:23 60:1,2 68:16 72:3,10 78:22 98:16 99:4 100:15,16 101:3 103:2 104:22 105:12 107:3 110:21, 23 111:23 112:1 113:3,14,19 118:19 119:1,8 122:25 123:1 125:22 135:13 137:15 165:24 170:17 180:4, 24 189:12,13,18 193:8</p> <p>recalls 65:13</p> <p>receipt 105:5</p> <p>receive 35:19 36:1 158:9</p> <p>received 36:10 37:4</p> <p>recent 113:17 193:8</p> <p>recess 76:7 111:19 123:3 165:14</p> <p>reckless 150:15</p> <p>recollect 57:18 181:8</p> <p>recollection 11:13 16:14 18:21 25:13 37:25 52:16,18 57:11 62:16 181:23 182:11 185:11 189:15</p> <p>recommend 77:5</p> <p>record 5:23 7:3 17:6 19:24 24:17 42:2,15 65:7 76:6,8 81:10,16 85:12 90:9 123:4 172:22 174:22 179:7</p> | <p>185:22 193:25</p> <p>record's 6:14 174:16</p> <p>records 54:3,20,23 55:2,9,18 65:20,21,24 66:2 68:10</p> <p>recover 138:21</p> <p>refer 16:25 102:20 152:23 155:11 167:19</p> <p>reference 19:7 20:9 85:19</p> <p>referenced 20:5 84:13</p> <p>references 44:4</p> <p>referred 72:13 87:9 170:9</p> <p>referring 19:25 27:17 30:12 117:5 156:22 157:23 158:5 166:4</p> <p>refers 125:7</p> <p>reflected 112:15</p> <p>reflects 139:10</p> <p>refreshed 11:19</p> <p>regard 100:15 115:24 146:20 162:16</p> <p>register 18:15 72:11 126:8 127:6 131:13 132:2 142:13 160:8</p> <p>registered 51:13 69:21 71:16 125:22 127:5 157:20 160:12</p> <p>registering 127:3</p> <p>registration 122:2</p> <p>regularity 190:15</p> <p>reimbursement 107:18</p> | <p>rejected 34:15 72:20</p> <p>relate 96:9 99:13 119:16 127:11 132:19 136:2 147:2 149:4 155:3 162:16 163:2 172:9</p> <p>related 29:6 166:2 176:2</p> <p>relating 27:22 30:11, 16 40:7 42:21 106:5 119:7 143:24 190:5</p> <p>relation 143:25 151:20 172:20</p> <p>relations 138:17</p> <p>relationship 61:14 62:1 99:21 118:14 130:11 136:12,18,21, 24 137:6,8,10,23,25 138:2,7,8,9,14,17 141:14,16 143:5 148:15 181:10,20,21</p> <p>relevance 58:6 125:5</p> <p>relevant 8:17 125:1,3, 6,7 132:13 165:5 178:13</p> <p>reliance 102:14 103:19</p> <p>relied 95:5 188:9,10</p> <p>relief 129:22 172:3 186:6</p> <p>religiously 61:20 62:5</p> <p>Rellmas 33:18</p> <p>rely 45:14 91:7 116:20,22,25 117:1 132:15,16 136:10,11 174:2</p> | <p>relying 28:5 117:3,5 133:10</p> <p>remade 185:12</p> <p>remained 18:20 26:11 68:25 79:1</p> <p>remarks 47:8,9</p> <p>remember 8:22 17:24 18:5,6,10 19:6,8 20:4, 5,9,11,24 28:25 31:8, 11 38:7 39:14 40:12 41:12,21,25 42:5,10 43:11,24,25 47:24 48:16,20,25 51:22 54:14 55:1 58:17,19 59:5,7,18 60:19,23 61:1 62:22 63:11,19, 20 64:4,16,17,21,22, 23,24 65:9,17 66:4,10 67:11,13,19 70:17,19, 24 71:1 72:20 78:20, 22 94:16,18 101:13, 14,15,17,18,25 102:5 106:1,4,21 111:3,10, 12 112:8,9,10,12 114:4,10,12,17,19,20 115:6,9,11,14,19,21 116:1,3,5,8,10,12 119:3,5,10,21,22 120:9,11,12 122:6,7 125:19 147:2,3 157:24 158:2 177:2,8 180:8 181:14,21 182:5 188:20,22 189:25 193:3,5,10</p> <p>remembered 60:25</p> <p>Reno 77:9,12</p> <p>repaid 106:2 168:3</p> <p>repay 105:9 108:11</p> <p>repeat 29:10 49:22</p> |
|---|--|---|---|

| | | | |
|--|---|--|--|
| 83:9 repeated 48:22,25 49:3,8 repeatedly 93:24 182:20,22 reporter 5:9,19 15:11 17:2 18:25 20:13 25:4 29:11,13 33:1 35:2 39:20 90:10 110:7 123:5 142:22 166:24 167:1 179:6,8 reporter's 4:5 reporting 52:5 repose 146:16,22 147:22 reposed 147:3,25 reputable 60:5 request 5:25 6:15,17, 20,24 115:4 179:5 190:10 requesting 130:14 requests 6:4 requirements 4:5 6:25 151:2 requiring 95:6 research 188:6 resided 188:2 respect 7:3,9,18,24 8:9,12,21 9:3 10:5,14 11:24 12:22 21:25 22:7,19,21,23,25 27:20 29:9,15 34:16 47:8 52:13 65:1 66:3 67:3,16 69:2 70:15 95:15 104:24 106:8 116:20 119:4,21 | 133:19,20,21 140:11, 23,25 141:1 146:1,17 147:23 148:3 160:16 164:22 186:3 190:11 191:17 192:4 respond 6:22 149:9, 12 response 45:6,7 responsibility 142:11 143:11 rest 59:25 restate 85:18 restated 127:24 156:9 158:1 resubmitted 39:8 result 74:14 94:12 138:20 retain 72:16 retained 72:17 retainer 115:10 retrospect 103:3 107:16 180:6 return 168:5 175:21 returns 51:19,24,25 rid 160:21 161:19 rights 12:1 18:12,15, 20 25:9 26:7,11,18 27:13,20,24,25 28:15, 16,25 29:7 32:10,18 42:16 44:23,24 45:2 69:20 71:4 72:11,13 82:17 87:11,19,23 88:3,24,25 90:17,23 115:24 116:16 118:21 120:4,10 121:14,15 122:1 126:8 131:13 | 133:22,23 134:12 142:13 145:13 150:16 157:17,19 158:9 159:3,23 160:2,8,11, 12,21 161:19,23 162:2 163:19,20,21 164:9, 11,12 168:2,8 170:6, 20 176:21,22 177:1,3 179:16,17 182:6,16 184:5 186:2,12,16,18 187:7,21 191:10,13,17 192:6 193:14,19 road 21:2 59:19 85:23 Rogich 12:3 25:9,16 28:11,22 29:19 30:18 60:6,13 66:19 72:12 83:20 84:3 85:4 86:21 87:3,14 88:3,25 89:16 90:15 92:23 93:12,18 94:10 95:6,25 96:2 97:12,19 102:14,18 103:19 104:1,11 105:7,13 116:2 126:11,12 127:21,22 133:7,13 134:6,22 135:18 137:18 141:8, 10 145:10 146:12,14 148:1,7 156:4 158:5, 10 163:4,9 164:6 166:10,15 167:10 168:10 173:5 175:1 176:1,2 181:4,9 182:13 184:9,13,15,16 185:4,5,7 188:17 190:25 Rogich's 96:13 178:5 role 50:14 room 29:23 rule 4:5 81:4 rules 4:6 6:21 7:1 | run 73:23 <hr/> S <hr/> sale 78:25 118:21 Sam 171:5 satisfied 151:2 scam 175:13 scheme 168:1 school 53:3 56:1,2,6 137:11,13 Scouts 137:18 138:9 seat 178:5 secured 18:13 122:17, 18 seek 9:20 72:13 115:23 seeking 61:9 87:10 178:24 sees 87:8 seldom 55:24 sell 18:19 28:12 78:24 194:14 sending 61:8 74:23 86:17 sense 9:20 24:21 Separately 69:4 services 11:6 set 6:6 35:5 36:1,6,7 42:17 141:4 160:19 167:5 168:1 settle 185:18 settlement 185:20 |
|--|---|--|--|

| | | | |
|---|--|--|--|
| shake 164:8 | signing 50:15 161:18 | 12,15,19,24 172:5,19, 21 173:6,15 174:16 176:9,16 178:21,24 191:7,18,22 192:1,9, 12,15 193:24 194:7,25 | speaking 45:15 |
| shaken 164:8 | silver 175:20 | | special 137:6,8,10,22 141:14 146:17,19,22 147:23 148:1,15 |
| shaking 123:18 | similar 130:3 | | specific 47:8,9 78:5,7 87:9 100:16 102:5 107:6,10 120:8 125:23 177:6 194:9 195:6 |
| share 175:14 | Simons 6:14,21 7:5 10:11 12:10,14 13:15 19:17 24:12,16,24 25:2,6 26:1 27:6 31:9, 12 39:16,21,24 41:2 44:7,10,19 45:11,17 49:10,20,25 50:5,22 51:4 54:7 59:12 65:6, 12 69:14 70:1,4,7,13 72:14,15,21 73:25 74:11 75:16 76:1,4 77:11 79:8,12,16,19, 25 80:5,7,9,12,14,17, 20,24 81:1,6,9,15,20, 25 82:3,19,24 83:4,14, 23 84:4,8,12,17,21 85:5,12,16,22 86:1,8, 11,14,19,24 88:5,10, 19 89:1,18,23 90:1,3,7 91:1,18 92:2,14 93:1 96:22 98:17,24 99:11, 17,25 108:15 109:12, 18,20,24 110:2 118:2 123:25 124:4,11,16 127:15,18 128:7,17 129:19 130:13 131:17 135:2,24 136:14,19 137:22 138:1 139:1,16 140:3,13,19 141:18 144:2,10,19 145:3 146:24 149:16 150:22 151:1,8,10,15,18 152:1,12,16 154:17 156:11,14,20 157:1,7, 9 159:19 160:3 161:1, 13,16 164:20,25 165:7,12 166:4,21 168:15,19,24 169:2,4, 8,23 170:3,13 171:3, 12,15,19,24 172:5,19, 21 173:6,15 174:16 176:9,16 178:21,24 191:7,18,22 192:1,9, 12,15 193:24 194:7,25 | simple 71:13 137:3,5 | specifically 16:6 102:2 107:5 127:25 128:5,22 139:13 148:21 158:8 160:25 184:16 |
| shared 141:13 178:14 | | single-handedly 105:10 108:12 | specifics 61:7 |
| shareholder 69:21 | | sir 83:10 | speech 154:4 |
| shares 69:19 121:4 | | sit 81:2 | spell 32:24 |
| shooting 20:24,25 | | sitting 33:8 178:4 | spoke 14:9,11,23 22:21 118:23,25 |
| show 5:23 17:6 19:10, 24 26:18 179:21 | | situation 96:16 134:5 183:6 | spoken 14:6 |
| showed 11:20 21:14 63:21 | | sixth 172:2 | stack 174:17 |
| showing 22:10 25:9 74:6 179:18 | | Skip 156:1 | stage 32:17 135:8,11 161:20,21 187:15 |
| shown 43:17 75:8 | | skipped 155:21 | stages 161:18 |
| shows 25:23 26:17 104:24 128:9 | | slim 8:7 | stand 170:20 |
| side 117:12 173:3,4 | | smaller 154:5 | standing 52:12 71:12 82:7 91:5 92:4,9,10 114:1 117:2,3,21 121:11 136:25 143:11, 20 153:25 154:1 156:19 172:9 |
| Sig 12:2 25:9,15 28:11,22 29:19 60:6, 13 66:19 72:12 83:20 94:10 96:13 116:2 134:6 137:17 145:10 147:22 158:5 168:10 176:1 178:4 182:13 185:4,6,7,13 188:17 190:25 | | sold 11:25 25:9,15 28:18,24 29:1 176:20, 23 | start 42:15 95:4 168:20 |
| Sigmund 126:12 127:21 141:8 146:12 156:4 | | solicited 102:16 103:22,23 | started 98:13 |
| sign 23:20 52:22,23, 24 | | solve 185:16,19 | State 42:23 43:4 |
| signatories 158:18 | | someplace 111:16 | stated 128:11 142:16, 25 |
| signatory 158:12,15 | | son 62:14 | |
| signed 12:2 52:11 | | Soonest 177:13 | |
| | | sophisticated 56:15, 17 | |
| | | sort 183:18 | |
| | | sorts 16:3 | |
| | | source 99:1 | |
| | | speak 14:25 120:5 181:8,16 | |

| | | | |
|--|--|--|---|
| statement 49:11 50:11 104:19 119:17 statements 42:23 124:23 states 51:17 53:22,24 67:22 129:13,15 163:14 190:6 stay 76:25 step 187:10,18 steps 161:22 168:7 steward 77:18,21 stipulate 82:21,23 stop 84:7 85:13 86:6 124:9 straight 45:20,22,24 straight-forward 130:17 strange 103:16 stricken 127:17 strike 10:2 35:20 49:19 87:17 116:9 125:18 127:14,15 130:5 176:18 185:22 structured 179:17 stuff 188:1 subject 117:10 163:5, 10 submission 189:1 submitted 12:4,21 54:16,17 65:18 70:22 167:6 subpoena 6:19,23 suddenly 187:19 sue 92:25 162:2,7 | sued 116:4 sues 194:15 suggested 21:17 29:7 63:4 suing 8:13 93:3 115:25 116:2 162:4,6 suit 116:8,21 sum 22:11 Summer 33:18 summoned 13:2 supply 27:14 support 47:13 78:16 supporting 42:16 supports 28:4 78:13 suppose 13:12 supposed 59:18 71:14 107:8 125:22 131:10 142:12,18 143:2 170:8 supposedly 11:25 28:12 60:5 179:18 Surely 111:18 169:3 surfaced 103:3 surprise 47:25 48:3,4, 21 190:3 surveyors 61:9 suspend 80:21 sustained 138:19 sweet 178:3 sworn 4:10 <hr/> T <hr/> tail 164:8 | takes 183:17,18 taking 5:24 39:12 167:24 175:14 talk 11:10 21:15 22:18 29:21 62:20 66:23 71:6 78:10 95:14 101:11 122:10 talked 66:24 105:20 134:22,23 168:23 talking 15:4,7 21:22 32:2 63:16 70:12 73:7, 8 81:18 86:15 87:13 94:23 101:16,25 102:9 107:1 121:19 131:3 134:2 135:12 150:19 159:11 161:7 168:9,10 169:6 174:12 184:25 188:16 194:24 talks 100:22 tax 51:19,24,25 190:5 teach 169:9 technical 9:15 Teld 19:7,12 31:17,21 32:15,16,20 83:21 92:16 126:12 127:22 140:11,17 145:20,23, 25 146:2 148:3 156:5 158:5 164:6 168:11 170:17 177:8 191:1 telephone 18:22 telling 38:13 48:17 49:8 52:22 133:24 151:11 171:20,25 175:9 tells 27:17 ten 189:18 191:19 term 69:11 77:19 | 117:23 153:13 187:3 terms 61:8,9 71:14 73:5 75:11 116:18 117:3 119:7 126:3 131:22 132:18 133:9 135:20 138:16 143:7, 25 144:15 145:18 154:3 160:9,10 167:19,21,22,23 172:10 178:15 185:15 186:10 194:4 testified 4:12 65:7 84:24 108:22 152:13 testify 4:10 79:22 testifying 175:9 testimony 39:17 161:14 165:1 185:23 text 57:21,22 theoretically 37:17 55:21 89:7 102:25 113:2 thing 9:19 23:13 40:18 54:8 70:8 104:21 112:7 125:1 145:25 155:8,9 191:23 things 30:13,14 38:9 55:4 56:18 58:5 67:7,8 86:4 88:9 95:14 126:4 129:12 130:11 131:22 142:15,16,24,25 148:16,17 157:14 thinks 162:7 164:15 165:10 third-party 128:1,6, 13,15,23 139:14 156:7 157:16 thought 39:2 58:5 59:21 62:2 185:21 |
|--|--|--|---|

| | | | |
|--|---|--|--|
| <p>190:4</p> <p>three-page 67:12</p> <p>tied 135:1</p> <p>time 6:22,25 7:13 9:19 12:24 14:19,20,23 15:17 17:10,19 18:18 19:3,16 21:1,14 23:20 40:7,23 41:17 56:4,8, 13 59:6,10 60:4 61:13 62:18 63:10 64:4,14, 19,20 66:24 67:25 70:7 72:9 74:7 75:3 76:15,16,20,23 77:1, 15 78:19,21,24 85:18, 23,24,25 86:19 87:17 89:19 90:15 93:1,3 97:25 106:10,12 109:13 110:19 111:8,9 114:2 116:2 121:25 122:16,23 125:7,8,21 132:17,25 133:13 134:23 145:12 151:16 153:20 157:24 178:13 180:5 181:3,24 182:8, 17 184:8 188:4,19 189:5,9</p> <p>times 27:1 39:22 48:23 49:9,14,17 52:11 61:5,17 65:14 70:2 94:10 105:14 124:1 125:1,3,6,9 163:6 165:17 169:12, 13,24 170:25 173:8 191:19</p> <p>today 5:17 17:11 81:3 84:5 85:23 124:15 125:8 151:11,20 192:17</p> <p>told 11:12 21:13,15 22:16 26:16 27:11 28:6,20 29:2 38:16,17,</p> | <p>25 40:12 41:14 59:15 60:19,25 62:13 63:9 64:8 65:19 72:3 78:4 87:4 96:20,25 100:12 103:7 104:13 105:17 106:17 112:8 119:23 120:11,13,17 122:6,8, 9,15 141:24 150:9 151:8,10 171:4 174:6 175:17 189:19 192:9, 16</p> <p>tongue 147:9,12</p> <p>topic 66:25</p> <p>total 162:18</p> <p>touch 183:14</p> <p>transaction 111:5 146:18</p> <p>transactions 105:15 147:24 160:20 164:6 168:2</p> <p>transcribe 5:10</p> <p>transcribed 127:18</p> <p>transcript 42:17</p> <p>transfer 8:2,19 10:8 21:19 22:2,8 31:3,4,5, 7 43:2 55:3 65:24 135:22 136:7 166:10 177:15 178:16 179:11 181:24 182:8,18 184:9 190:7</p> <p>transferred 21:8 22:10 42:25 55:5 133:13 177:4,7,18 179:17 180:3 181:3 182:1,3,4,9 183:22,23 184:4,5</p> <p>transferring 22:25 74:23 133:7 135:18</p> | <p>168:4</p> <p>translate 117:19 131:6 143:8 153:6,7, 19,21</p> <p>translated 121:15 147:2</p> <p>translating 143:24</p> <p>translation 130:17, 20,24</p> <p>travel 55:23,25</p> <p>traveled 56:2</p> <p>trial 5:15</p> <p>trouble 5:3</p> <p>true 48:11,13,15 49:23 50:4 97:16 168:22,24 186:22</p> <p>trust 30:18 32:4 92:21,23 93:12 95:7, 25 96:2 97:12,19 102:18 104:1 105:7,13 106:2 126:11 127:21 133:7,8 135:19,20 141:10 146:14 148:7 156:5 158:6,10 163:4, 7,9 164:6 165:17 166:8,10,12,14,15 167:9,10,18 168:13 169:13,16 170:11,25 176:1 181:4,10 182:1 184:9,13,15 185:5 191:1</p> <p>Trust's 102:15 103:19 104:11 163:4</p> <p>trusted 188:5,7</p> <p>truth 4:10,11 99:3</p> <p>turn 47:16 95:8 174:25</p> | <p>twist 78:6</p> <p>two-page 67:12</p> <p>type 37:16 38:3</p> <p>typed 38:8 46:25</p> <p>typewriter 38:2,3</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>unable 96:2 97:19 155:4</p> <p>underlying 187:9 191:11</p> <p>undersigned 44:22</p> <p>understand 7:5 15:4 45:9,11 61:3 69:10,20 71:12 80:3 82:14,15 88:17,19 90:21 92:3 96:8,11 108:20 116:11,24 117:16,17, 21,22 122:11 125:16 126:9 127:19 128:2 129:2,5 130:18,19,23, 24 131:4,7 137:9 142:9 143:10,20,21,23 144:7,8 145:5,9 154:13 155:6 162:21 163:14 170:15 171:7 194:9</p> <p>understanding 24:15 25:8 27:16,19 28:1,10, 19 32:9,16 36:14 51:2 63:14 71:3 73:13 74:20 75:6 79:6,11,15 82:2,6,12 83:21 89:6 90:19 91:3 93:24 94:9 96:15 107:7,18 113:19 117:20 118:6,7,8,10 121:13,14,18,21 126:21,22 128:20,21,</p> |
|--|---|--|--|

EXHIBIT 15

1 **MSJD**

2 Mark G. Simons, Esq., NSB No. 5132
3 SIMONS LAW, PC
4 6490 S. McCarran Blvd., #C-20
5 Reno, Nevada, 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: mark@mgsimonslaw.com

9 *Attorneys for Nanyah Vegas, LLC*

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
16 of interests of GO GLOBAL, INC., a
17 Nevada corporation; NANYAH VEGAS,
18 LLC, A 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.

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

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

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

Hearing Date:

Hearing Time:

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

Plaintiff,

v.

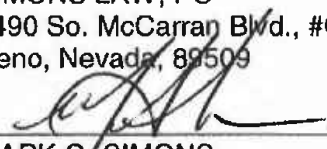
TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually
and as Trustee of the The Eliades
Survivor Trust of 10/30/08; SIGMUND
ROGICH, individually and as Trustee of
The Rogich Family Irrevocable Trust;
IMITATIONS, LLC, a Nevada limited
liability company; DOES I-X; and/or ROE
CORPORATIONS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

Defendants.

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

8 DATED this 30th day of January, 2019.

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

11
12 
13 MARK G. SIMONS
Attorney for Nanyah Vegas, LLC
14

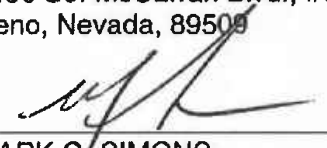
15 **NOTICE OF MOTION**

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

17 PLEASE TAKE NOTICE that counsel for the Nanyah Vegas, LLC will bring the
18 foregoing **NANYAH VEGAS LLC'S MOTION TO EXTEND THE DISPOSITIVE**
19 **MOTION DEADLINE AND MOTION FOR SUMMARY JUDGMENT** on for hearing
20 before the above-entitled Court on the _____ day of _____, 2019, at the hour
21 of _____ a.m. or as soon thereafter as counsel may be heard.
22

23 DATED this 30th day of January, 2019.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. RELEVANT STATUS OF THE CASE.

This case focuses on Nanyah's efforts to recover its \$1.5 million investment in Eldorado. On October 5, 2018, this Court entered its Order making numerous findings of "undisputed fact" and rendering binding legal rulings "as a matter of law." See **Exhibit 1**. Based upon this Court's Order, this Court found as "undisputed facts" that Nanyah invested \$1.5 million into Eldorado, that Eldorado had an "obligation" to repay Nanyah its \$1.5 million investment, and that the Rogich Trust agreed to repay Nanyah its \$1.5 million investment on Eldorado's behalf.¹ Further, this Court found "as a matter of law" the contracts entered into by the Rogich Trust clearly and unambiguously stated the Rogich Trust's contractual obligation to repay Nanyah its \$1.5 million investment into Eldorado. As a consequence of the Court's factual and legal findings in the Order, summary judgment is now mandated in favor of Nanyah as requested.

II. THE ORDER DISMISSED PARTIES AND CLAIMS BASED UPON THE COURT'S UNDISPUTED FACTS AND LEGAL RULINGS.

The Court's Order granted summary judgment in favor of the Eliades Defendants² finding they had no liability for repayment of Nanyah's \$1.5 million investment because "**the obligation**" to repay Nanyah was "**specifically assumed**" by the Rogich Trust. The Court ruled that the various contracts clearly and unambiguously stated that "The Rogich Trust specifically agreed to assume the obligation to pay Nanyah its percentage or debt." Order, ¶17.

¹ Nanyah was entitled to repayment of its \$1.5 million investment and/or the issuance of a membership interest in Eldorado equal to that investment. Nanyah has elected to recover the repayment of its \$1.5 million investment.

² The Eliades Defendants are Peter Eliades individually and as Trustee of the Eliades Survivor Trust of 10/30/08 and Teld, LLC.

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

13 III. CLAIMS.

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

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

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

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

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

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

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

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

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

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

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

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

15. Based on the above, **the Eliades Defendants never assumed the Rogich Trust's debt or obligation to Nanyah**, and therefore, there is no contractual basis for Nanyah—as an alleged third-party beneficiary—to sue the Eliades Defendants. *See Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 379-80, 566 P.2d 819, 825 (1977).

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

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

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

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

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

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

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

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

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

1 of a contractual obligation, the breach of the contractual obligation and damages.
2 23 Williston on Contracts § 63:1 (4th ed. May 2010) (“a breach of contract is a failure,
3 without legal excuse, to perform any promise that forms the whole or part of a
4 contract.”).
5

6 In the present case, this Court has previously found as undisputed facts that The
7 October 30, 2008, Purchase Agreement (“Purchase Agreement”) and the October 30,
8 2008, Membership Interest Purchase Agreement (“Membership Agreement”), both
9 executed by the Rogich Trust, clearly state that the Rogich Trust contractually agreed to
10 repay Nanyah its \$1.5 million investment. Order, ¶4. The Court’s Order also outlines in
11 excruciating detail the “undisputed facts” of conclusively establishing that the Rogich
12 Trust breached its contractual duty to repay Nanyah the \$1.5 million invested into
13 Eldorado as follows:
14

15 **UNDISPUTED FINDINGS OF FACT.**

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

25 ⁴ Exhibit 1, ¶2.

26 ⁵ Exhibit 1, ¶4.

27 ⁶ Exhibit 1, ¶5.a.ii.

28 ⁷ Exhibit 1, ¶5.b.i.

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

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

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

24 ⁸ Exhibit 1, ¶5.b.i.

25 ⁹ Exhibit 1, ¶5.b.ii.

26 ¹⁰ Exhibit 1, ¶5.b.iii.

27 ¹¹ Exhibit 1, ¶5.b.iv.

28 ¹² Exhibit 1, ¶5.d.i.

1 contractual obligation to repay Nanyah its \$1.5 million investment); and ¶121 (as a
2 matter of law the Rogich Trust had an "obligation to repay Nanyah its \$1.5 million
3 investment into Eldorado.").¹³

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

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

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

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

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

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

10 The United States Supreme Court long ago defined implied in fact agreements
11 as those "founded upon a meeting of the minds, which, although not embodied in an
12 express contract, is inferred, as a fact, from conduct of the parties showing, in the light
13 of the surrounding circumstances, their tacit understanding." Balt. & Ohio R.R. v.
14 United States, 261 U.S. 592, 597, 58 Ct.Cl. 709, 43 S.Ct. 425, 67 L.Ed. 816 (1923).
15 The Nevada Supreme Court also recognizes and imposes implied in fact contracts. In
16 Certified Fire Prot. Inc. v. Precision Constr., 283 P.3d 250, 256 (Nev. 2012), the Court
17 stated:
18

19
20 A contract implied in fact must be "manifested by conduct," . . . it "is a true
21 contract that arises from the tacit agreement of the parties." . . . To find a
22 contract implied in fact, the fact finder must conclude that the parties intended to
23 contract and promises were exchanged, the general obligations for which must
24 be sufficiently clear.

25 Id.

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

27 ¹⁴ Exh. 1, ¶5.b.i.

28 ¹⁵ Exh. 1, ¶5.b.ii.

¹⁶ Exh. 1, ¶¶4,5.a.ii and 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

25 As an alternative to granting summary judgment, and based upon the same
26 factual and legal basis, as an alternative remedy to Nanyah’s contractual claim against
27
28

1 Eldorado, Nanyah is entitled to summary judgment on its unjust enrichment claim. This
2 is because the Court has specifically found that Nanyah conferred a \$1.5 million benefit
3 on Eldorado, Eldorado received and admitted the receipt of the benefit, and Eldorado
4 admitted there was an "obligation" to repay Nanyah for this benefit. Again, based upon
5 the undisputed facts and legal findings made by this Court in its Order, summary
6 judgment is also mandated on Nanyah's unjust enrichment claim.
7

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

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

26 ¹⁷ Exh. 1, ¶5.b.i.

27 ¹⁸ Exh. 1, ¶5.b.ii.

28 ¹⁹ Exh. 1, ¶¶4,5.a.ii and 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **Exhibit 2, Harlap Deposition, p. 18:10-16.**²⁰
26
27
28

²⁰ See also **Exhibit 3, Affidavit of Mark G. Simons ("Simons' Aff.")** at ¶14.

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

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

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

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

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

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

1 Answer was filed” Id. No such information or evidence has been produced.
2 Pursuant to NRCP 37(c)(1)’s provisions, the Rogich Trust, as well as all the other
3 defendants, have not produced any information in this case that effects this admitted
4 fact in any regard. NRCP 37(c)(1) provides:

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

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

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

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

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

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

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

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

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

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

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

3 **VII. CONCLUSION.**

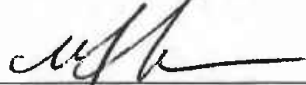
4 This case focuses on Nanyah's efforts to recover its \$1.5 million investment in
5 Eldorado. On October 5, 2018, this Court entered its Order making numerous findings
6 of "undisputed fact" and rendering binding legal rulings "as a matter of law." Based
7 upon this Court's Order, this Court found as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

14 As a consequence of the Court's factual and legal findings in the Order, summary
15 judgment is now mandated in favor of Nanyah as requested.
16

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

20 DATED this 30th day of January 2019.

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

24 
25 MARK G. SIMONS
26 Attorney for Nanyah Vegas, LLC
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

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

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

DATED this 30 day of January, 2019.


Employee of SIMONS LAW, PC

EXHIBIT 16

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 9th day of August, 2012, by and among The Eliades Survivor Trust (Assignor) and Sigmund Rogich, as Manager of Blakely Island Holdings, LLC, a Nevada Limited Liability Company ("Blakely Island Holdings") and as Trustee of the Rogich Family Trust, ("Rogich" or "Assignee") each a "Party and collectively the "Parties" with respect to the following facts and circumstances:

RECITALS:

A. The Eliades Survivor Trust has acquired and owns all outstanding shares in Imitations, LLC, a Nevada Limited Liability Company ("Imitations") as of the date hereof (the "Membership Interest").

B. Imitations owns land in Clark County, Nevada, parcel number 191-05-119-02.

C. Blakely Island Holdings currently holds a note dated June 25, 2009 for a revolving line of credit with Upshot Entertainment, LLC, a Nevada Limited Liability Company ("Upshot") with a principal balance of \$203,300.65 with interest accruing at 3.88% per annum and has a current amount of \$209,005.73 owed by Upshot.

D. The Rogich Family Trust currently holds a note dated June 25, 2009 for a revolving line of credit with Eldorado Hills, L.L.C., a Nevada Limited Liability Company ("Eldorado") with a principal balance of \$378,063.90 with interest accruing at 3.88% per annum and has a current amount of \$409,392.62 owed by Eldorado.

E. Assignor desires to transfer its one hundred percent (100%) ownership interest in Imitations (66% to The Rogich Family Trust, and 34% to Blakely Island Holdings) in exchange for the Consideration set forth below.

F. The Rogich Family Trust and Blakely Island Holdings are willing to accept the Eliades Survivor Trust Membership Interest in Imitations in exchange for the Consideration set forth below.

G. The Parties, as well as, in all of their respective positions and offices each approve of the transfer of the Membership Interest from The Eliades Survivor Trust to Blakely Island Holdings and The Rogich Family Trust.

NOW, **THEREFORE**, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Assignor hereby transfers and conveys the following Membership Interest, including all of its rights, title and interest of whatever kind or nature in the Membership Interest:

A) 66% to The Rogich Family Trust, and The Rogich Family Trust hereby acquires the Membership Interest from Assignor, upon receipt of the Consideration (as defined herein below) at closing.

B) 34% to Blakely Island Holdings, and Blakely Island Holdings hereby acquires the Membership Interest from Assignor, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration which is hereby tendered by The Rogich Family Trust is the sale, transfer and full conveyance of all right title and interest, including future interest, in the currently held Revolving Credit Note dated June 25, 2009, with Eldorado and has a current owed balance of \$409,392.62 from Eldorado.

Consideration which is hereby tendered by Blakeley Island Holdings is the sale, transfer and full conveyance of all right title and interest, including future interest, in the currently held Revolving Credit Note dated June 25, 2009, with Upshot and has a current owed balance of \$209,005.73 from Upshot.

2. Representations of Assignor. Assignor represents and warrants to Assignees as follows:

a. Assignor is the owner, beneficially and of record, of the Membership Interest, free and clear of all liens, encumbrances, security agreements, equities, options,

claims, charges, and restrictions, and Assignees will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Assignor has full power to transfer the Membership Interest to Assignees without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Assignor to Assignees.

c. Assignor has not transferred, sold, conveyed or encumbered any of its One Hundred Percent (100%) to any other person or entity prior to this Agreement.

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

4. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, The Rogich Family Trust, Sigmund Rogich, Blakely Island Holdings L.L.C., The Eliades Survivor Trust and Imitations hereby approve of the transactions contemplated herein in all of the respective capacities including, but not limited to, capacities as guarantors, managers and/or members of Imitations, as applicable, and further release Assignor from any and all future obligations of the Imitations operational documentation and related agreements.

5. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Assignor: Pete Eliades
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Assignees: Sig Rogich

3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the Parties thereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

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 provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a

signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.


l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

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

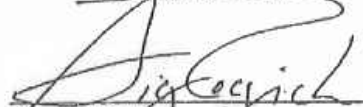
IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"THE ELIADES SURVIVOR TRUST"



By: Pete Eliades, Trustee of the Eliades Family Trust and Manager of Imitations L.L.C.

"BLAKELY ISLAND HOLDINGS"
"ROGICH FAMILY TRUST"



By: Sigmund Rogich, Manager of Blakely Island Holdings and Trustee of the Rogich Family Trust

EXHIBIT 17

In the Matter Of:

Huerta, Carlos, et al. vs Rogich, Sig, et al.

MELISSA OLIVAS

May 02, 2018

Job Number: 467925

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,)

vs.)

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

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.)

DEPOSITION OF
MELISSA OLIVAS

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

WEDNESDAY, MAY 2, 2018
AT 9:02 A.M.

Plaintiff,)

3770 HOWARD HUGHES PARKWAY
SUITE 300
LAS VEGAS, NEVADA

vs.)

TELD, LLC, a Nevada limited)
liability company; PETER)
ELIADES, individually and)
Trustee of The Eliades)
Survivor Trust of 10/30/08;)
SIGMUND ROGICH,)
individually and as Trustee)
of The Rogich Family)
Irrevocable Trust;)
* * * * *

CONSOLIDATED WITH:
CASE NO.: A-16-746329-C

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 467925

1 * * * * *
IMITATIONS, LLC, a Nevada)
2 limited liability company;)
DOES I-X; and/or ROE)
3 CORPORATIONS I-X,)
inclusive,)
4)
Defendants.)
5 _____)

6
7
8
9
10 DEPOSITION OF MELISSA OLIVAS

11 WEDNESDAY, MAY 2, 2018

12 AT 9:02 A.M.

13 3770 HOWARD HUGHES PARKWAY, SUITE 300

14 LAS VEGAS, NEVADA
15
16
17
18
19
20
21
22
23

24 REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 467925
25

1 DEPOSITION OF MELISSA OLIVAS,
2 taken at 3770 Howard Hughes Parkway, Suite 300,
3 Las Vegas, Nevada, on WEDNESDAY, MAY 2, 2018, at
4 9:02 a.m., before Michelle R. Ferreyra, Certified Court
5 Reporter, in and for the State of Nevada.

6 APPEARANCES:

7 For Plaintiff Nanyah Vegas, Inc.:

8 SIMONS LAW PC
9 BY: MARK G. SIMONS, ESQ.
6490 S. McCarran Boulevard
Reno, NV 89509
10 (775) 785-0088
(775) 785-0087 Fax
11 mark@mgsimonslaw.com

12
13 For Sig Rogich, aka Sigmund Rogich as Trustee of the
Rogich Family Irrevocable Trust, Eldorado Hills, LLC:

14 FENEMORE CRAIG
15 BY: SAMUEL S. LIONEL, ESQ.
300 South Fourth Street
#1400
16 Las Vegas, NV 89101
(702) 791-8251
17 (702) 791-8252 Fax
slionel@fclaw.com
18

19 For Defendants Teld, LLC and The Eliades Survivor Trust
20 of 10/30/08:

21 BAILEY KENNEDY, LLP
BY: JOSEPH A. LIEBMAN, ESQ.
8984 Spanish Ridge Avenue
22 Las Vegas, NV 89148
(702) 562-8820
23 (702) 562-8821
jliebman@baileykennedy.com
24
25

| | | |
|----|--|--------|
| 1 | I N D E X | Page 4 |
| 2 | WITNESS: MELISSA OLIVAS | |
| 3 | EXAMINATION | PAGE |
| 4 | Examination By Mr. Simons | 10 |
| 5 | Examination By Mr. Liebman | 209 |
| 6 | | |
| 7 | | |
| 8 | INDEX TO EXHIBITS | |
| 9 | EXHIBIT | PAGE |
| 10 | Exhibit 1 Eldorado Hills bank statement | 18 |
| 11 | Exhibit 2 Operating agreement for Eldorado Hills, LLC | 27 |
| 12 | Exhibit 3 Eldorado Hills general ledger | 39 |
| 13 | Exhibit 4 Amended and Restated Operating Agreement for CanMex Nevada, LLC | 61 |
| 14 | | |
| 15 | Exhibit 5 general ledger for Eldorado Hills, LLC provided by Sigmund Rogich, Bates Nos. 2334 through 2360 | 69 |
| 16 | | |
| 17 | | |
| 18 | Exhibit 6 Part of some e-mail communication dated March 13, 2008, from Ken Woloson to Melissa Olivas and Craig Dunlap at Go Global | 76 |
| 19 | | |
| 20 | | |
| 21 | Exhibit 7 April 3, 2008, e-mail from Ken Woloson to yourself and Pat regarding some CanaMex drafts | 79 |
| 22 | | |
| 23 | Exhibit 8 E-mail from Carlos looking at a loan replacement for A&B Financial | 82 |
| 24 | | |
| 25 | | |

| | | |
|----|---|--------|
| 1 | (Exhibits Continued) | Page 5 |
| 2 | Exhibit 9 Letter on June 13, 2008, sent | 85 |
| 3 | by Carlos Huerta, produced as | |
| | RT449 | |
| 4 | Exhibit 10 Letter dated June 24, 2008, | 87 |
| 5 | on Eldorado Hills, LLC | |
| 6 | letterhead by Carlos Huerta, | |
| | produced as RT463 | |
| 7 | Exhibit 11 Communication between Melissa | 88 |
| 8 | Olivas, Craig Dunlap and | |
| | Carlos Huerta and Leroy Land | |
| | at FDIC | |
| 9 | Exhibit 12 Letter dated October 14, 2008 | 88 |
| 10 | from Sig Rogich to Leroy Land | |
| 11 | Exhibit 13 Project Information Form, | 90 |
| | RT616 | |
| 12 | Exhibit 14 E-mail communication involving | 92 |
| 13 | Melissa Olivas to Robin Greco | |
| 14 | Exhibit 15 Cover letter from Mr. Lionel | 94 |
| | attaching various documents | |
| 15 | Exhibit 16 E-mail to Melissa Olivas from | 96 |
| 16 | Friday, October 24th, Eldorado | |
| | Investor Breakdown | |
| 17 | Exhibit 17 E-mail communication from | 105 |
| 18 | Summer to Melissa Olivas on | |
| | October 27th | |
| 19 | Exhibit 18 Excel spreadsheet Summer's | 106 |
| 20 | referring to in Exhibit 17 | |
| 21 | Exhibit 19 Communications going on | 112 |
| 22 | between Melissa Olivas and | |
| | Summer with regards to Nanya | |
| | and the consulting fee | |
| 23 | Exhibit 20 Purchase Agreement between | 113 |
| 24 | Go Global/Carlos Huerta and | |
| | the Rogich Family Irrevocable | |
| 25 | Trust | |

| | | |
|----|---|-----|
| 1 | (Exhibits Continued) | |
| 2 | | |
| 3 | Exhibit 21 Membership Interest Purchase | 121 |
| 4 | Agreement Between Rogich | |
| 5 | Family Trust and the Albert | |
| 6 | Flangas Revocable Living Trust | |
| 7 | Exhibit 22 Membership Interest Purchase | 121 |
| 8 | Agreement between the Rogich | |
| 9 | Family Irrevocable Trust and Teld | |
| 10 | Exhibit 23 Secured Promissory Note, | 131 |
| 11 | dated October 30, 2008 | |
| 12 | Exhibit 24 Security Agreement associated | 133 |
| 13 | with Promissory Note | |
| 14 | Exhibit 25 Membership Purchase Agreement | 134 |
| 15 | between Flangas and Teld, | |
| 16 | dated November 28, 2008 | |
| 17 | Exhibit 26 Membership Interest Assignment | 135 |
| 18 | Agreement effective 30th day | |
| 19 | of October 2008 by and between | |
| 20 | Teld and the Rogich Family | |
| 21 | Irrevocable Trust | |
| 22 | Exhibit 27 \$600,000 promissory note | 139 |
| 23 | of October 30, 2008 | |
| 24 | Exhibit 28 Series of documents relating | 141 |
| 25 | to the closing of the | |
| | transaction on October 31, 2008 | |
| | Exhibit 29 Amendment to General | 142 |
| | Continuing Guarantee | |
| | Exhibit 30 Packet of communications in | 144 |
| | and about the January 2009 | |
| | timeframe | |
| | Exhibit 31 Promissory note for 10 million | 152 |
| | three | |
| | | |
| | | |
| | | |

| | | |
|----|---|-----|
| 1 | (Exhibits Continued) | |
| 2 | | |
| 3 | Exhibit 32 Nanyah's written consent | 158 |
| 4 | of the managers of Eldorado Hills, LLC for the \$10.3 million loan | |
| 5 | Exhibit 33 Revolving Credit Note | 159 |
| 6 | Exhibit 34 Sub-ledger for notes receivable | 161 |
| 7 | due from Eldorado Hills that came from the QuickBooks of the Rogich Family Irrevocable Trust | |
| 8 | | |
| 9 | Exhibit 35 Sub-ledger for notes payable | 161 |
| 10 | to the Rogich Family 2004 Irrevocable Trust from Eldorado Hills QuickBooks | |
| 11 | | |
| 12 | Exhibit 36 Line of credit calculator to determine the interest component on the amount owed to the Rogich 2004 Family Irrevocable Trust | 161 |
| 13 | | |
| 14 | Exhibit 37 First Amendment To Amended And Restated Operating Agreement With Eldorado Hills, signed off by Teld and the Rogich Family Irrevocable Trust, dated as of June 25, 2009 | 163 |
| 15 | | |
| 16 | | |
| 17 | Exhibit 38 Series of e-mails | 164 |
| 18 | | |
| 19 | Exhibit 39 Satisfaction of Promissory Note In Relation Of Security | 179 |
| 20 | | |
| 21 | Exhibit 40 Check payment from Pete Eliades of \$682,080 for the entirety of the Rogich's Family Trust interest in Eldorado | 179 |
| 22 | | |
| 23 | Exhibit 41 Membership Interests Assignment Agreement | 179 |
| 24 | | |
| 25 | | |

| | | |
|----|--|-----|
| 1 | (Exhibits Continued) | |
| 2 | | |
| 3 | Exhibit 42 General journal transaction | 183 |
| 4 | August 21, 2012, for Peter | |
| 5 | Eliades Enterprises | |
| 6 | | |
| 7 | Exhibit 43 Bank statement for the | 185 |
| 8 | Rogich Family Trust September | |
| 9 | of 2012 | |
| 10 | | |
| 11 | Exhibit 44 Check payment to Peter | 186 |
| 12 | Eliades of \$682,080 | |
| 13 | | |
| 14 | Exhibit 45 Sub-ledger for notes receivable | 194 |
| 15 | from Blakely Island Holdings, | |
| 16 | Sig Rogich's QuickBooks | |
| 17 | | |
| 18 | Exhibit 46 Million dollar revolving line | 196 |
| 19 | of credit signed by Upshot | |
| 20 | Entertainment to Blakely Island | |
| 21 | Holdings | |
| 22 | | |
| 23 | Exhibit 47 Sub-ledger for notes receivable | 198 |
| 24 | from Upshot Entertainment from | |
| 25 | Blakely Island Holdings' | |
| | QuickBooks | |
| | | |
| | Exhibit 48 Another similar line of credit | 198 |
| | calculator | |
| | | |
| | Exhibit 49 Report on the notes payable | 199 |
| | account to Blakely Island | |
| | Holdings from Upshot | |
| | Entertainment QuickBooks | |
| | | |
| | Exhibit 50 Written consent of the | 199 |
| | managers for them to enter | |
| | into the revolving credit note | |
| | for \$1 million | |
| | | |
| | Exhibit 51 Membership Interest Assigned | 200 |
| | Agreement between Eliades | |
| | Survivor Trust and Blakely | |
| | Island Holdings | |
| | | |
| | | |
| | | |

| | | |
|----|--|-----|
| 1 | (Exhibits Continued) | |
| 2 | | |
| 3 | Exhibit 52 Rogich Family Irrevocable Trust | 203 |
| 4 | Answers To Interrogatories | |
| 5 | Exhibit 53 Rogich Family Irrevocable | |
| 6 | Trust Responses To Plaintiff's | |
| 7 | First Set Of Requests For | |
| 8 | Production | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |

1 LAS VEGAS, NEVADA, WEDNESDAY, MAY 2, 2018;

2 9:02 A.M.

3 -000-

4 (In an off-the-record discussion held prior to the
5 commencement of the deposition proceedings, counsel
6 agreed to waive the court reporter requirements under
7 Rule 30(b)(4) of the Nevada Rules of Civil Procedure.)

8
9 Whereupon,

10 MELISSA OLIVAS,
11 having been first duly sworn to testify to the truth,
12 the whole truth and nothing but the truth, was examined
13 and testified as follows:

14

15 EXAMINATION

16 BY MR. SIMONS:

17 Q. Can you state your name and spell it, please?

18 A. Melissa Olivas, M-e-l-i-s-s-a, O-l-i-v, as in
19 Victor, a-s.

20 Q. Do you have a personal residence here in
21 Las Vegas?

22 A. Yes.

23 Q. Could you provide us that address?

24 A. 281 Seal, like the animal, S-e-a-l, Court,
25 and it's Henderson, 89074.

1 Q. Now, you've had your deposition taken
2 before --

3 A. Yes.

4 Q. -- in this action, and you're familiar with
5 the process. And when I ask you questions, you get the
6 opportunity to provide me answers. If any of my
7 questions are confusing or don't make sense, which can
8 happen, feel free to ask me to clarify. Does that make
9 sense as well?

10 A. Yes.

11 Q. All right. What is your current employment?

12 A. Vice President of Finance at the Rogich
13 Communications Group.

14 Q. All right. And who do you report to?

15 A. Sig Rogich.

16 Q. What does the Rogich Communication Group do?

17 A. Business and political consulting.

18 Q. Okay. And when you do business consulting,
19 do you also oversee and manage any of the entities
20 owned by the Rogich Trust?

21 A. Yes.

22 Q. Okay. Which ones are those that you are
23 currently involved in?

24 A. The Rogich Family Trust.

25 Q. Okay. Is there more than one trust?

1 A. Yes.

2 Q. What are the other names of the other trusts?

3 A. The Rogich 2004 Family Irrevocable Trust.
4 And the Sigmund Rogich 2004 Family Irrevocable Trust.

5 Q. So there's a Rogich 2004 Irrevocable Trust
6 and a Sigmund Rogich 2004 Irrevocable Trust?

7 A. Yes.

8 Q. What are your responsibilities with regards
9 to the assets held by those trusts?

10 A. Could you be more specific?

11 Q. Sure. You said -- as I understood, you
12 assist in managing the assets owned by those trusts, is
13 my understanding. Correct or incorrect?

14 A. No.

15 Q. Okay.

16 MR. LIONEL: The question was -- she said in
17 connection with some of the things she may.

18 BY MR. SIMONS:

19 Q. Yes. That was a bad question. So I'm just
20 trying to get an overview of how the Rogich Trust or
21 entities in which it has an interest falls under the
22 umbrella of the Rogich Communication Group?

23 A. It's not really an umbrella, just a separate
24 entity responsibility.

25 Q. Okay. So as the VP of Finance, do you

1 oversee the accounting and the financial aspects of
2 each of those trusts?

3 A. Yes.

4 Q. All right. When you do that, do you
5 participate in the keeping the books, as they say, with
6 the QuickBooks and things of that nature?

7 A. Yes.

8 Q. Okay. Do you also assist in the tax
9 reporting obligations?

10 A. I give it to a tax accountant.

11 Q. Okay. But you assemble the information that
12 the tax accountant needs and provide that to him --

13 A. Yes.

14 Q. -- or her?

15 All right.

16 So what's your experience and expertise or
17 background with regards to the QuickBooks operations?

18 A. What --

19 Q. Bad question?

20 A. Yeah. Can you be more specific?

21 Q. Yes. I'm trying to find -- if you are
22 managing the finances for these entities, what is it
23 you do when you -- I'm trying to understand what
24 activities you undertake for them.

25 A. The bank account.

1 Q. Okay.

2 A. So I do cash flow management. And the
3 QuickBooks -- it's an accounting software. So --

4 Q. I understand you also have a CPA license.

5 A. Yes.

6 Q. Is that an active license?

7 A. Yes.

8 Q. When did you obtain your degree?

9 A. Degree, 1997.

10 Q. And you have been licensed since that period
11 of time?

12 A. 2003.

13 Q. 2003?

14 So you have an accounting background as well?

15 A. Yes.

16 Q. And you assemble and prepare things like the
17 income statement, profit and loss statements, balance
18 sheets for these trusts?

19 A. Not typically.

20 Q. They typically don't need that --

21 A. Correct.

22 Q. -- kind of reporting?

23 Okay. In addition to, if you can recall,
24 overseeing the finances for the trust, is that a
25 correct characterization for you?

1 A. Yes.

2 Q. Okay. In addition to overseeing the
3 financial aspects of the trust, what else do you do as
4 VP of Finance for the Rogich Communication Group?

5 A. Human resources, anything that has to do with
6 office management. Anything financial or treasury
7 related for our -- the Rogich Communications Group
8 itself.

9 Q. Does the Rogich Communication Group have
10 membership interest in any LLCs?

11 A. Yes.

12 Q. What type of entities or businesses are
13 those?

14 A. Duty Free Store at the airport.

15 Q. Does the Rogich Communication Group have any
16 other assets it manages other than maybe its
17 involvement in the Duty Free stores?

18 A. No. I'm not exactly sure what you mean by
19 "assets management." It's a very broad term; so --

20 Q. I'm using the distinction, "managing assets,"
21 versus providing services. Is that --

22 A. Right. At -- Rogich Communications provides
23 services.

24 Q. Okay. So the bulk of its operations is a
25 service industry -- or service it provides for the

CERTIFICATE OF REPORTER

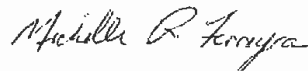
STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra, a Certified Court
Reporter licensed by the State of Nevada, do hereby
certify: That I reported the deposition of MELISSA
OLIVAS, commencing on WEDNESDAY, MAY 2, 2018, at
9:02 a.m.

That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes into
written form, and that the typewritten transcript is a
complete, true and accurate transcription of my said
stenographic notes, and that a request has been made to
review the transcript.

I further certify that I am not a relative,
employee or independent contractor of counsel or of any
of the parties involved in the proceeding, nor a person
financially interested in the proceeding, nor do I have
any other relationship that may reasonably cause my
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
7th day of May, 2018.



MICHELLE R. FERREYRA, CCR No. 876

EXHIBIT 18

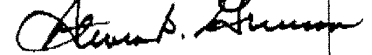
DECLARATION OF SIGMUND ROGICH

I, Sigmund Rogich, hereby declare as follows:

1. I am named individually as a Defendant in this matter.
2. I make this Declaration in support of my and Imitations, LLC's ("Moving Defendants") Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a) ("Motion").
3. Unless otherwise stated, I make this Declaration based upon my personal knowledge and upon a review of the records in this matter and would testify to same if called upon to do so.
4. Nanyah Vegas, LLC ("Plaintiff"), alleges in its complaint that I, along with other Defendants, conspired to cause harm to Plaintiff.
5. I never, personally, had any intent at any time to cause harm to Plaintiff.
6. I have no knowledge of any parties to this matter that intended to cause harm to Plaintiff, including Imitations, LLC.
7. In addition, there was never any intent on behalf of myself or the Moving Defendants to commit any unlawful objective that would harm Plaintiff in any way.
8. 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 10th_ day of May, 2019.

/s/Sigmund Rogich
SIGMUND ROGICH



ORDR

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

FENNEMORE CRAIG, P.C.

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

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**STIPULATION AND ORDER
SUSPENDING JURY TRIAL**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

WHEREAS, on April 30, 2019, the Court entered an Order, wherein Defendant The Rogich Family Irrevocable Trust was dismissed with prejudice;

WHEREAS, the Defendants provided stipulated conditions for suspending the jury trial, which were placed upon the record, agreed to by all parties and approved by the Court; and

Given the above understanding, the parties hereby stipulate and agree as follows:

1. The trial in this matter is suspended;
2. The Rogich Family Irrevocable Trust is not required to provide any names or other information regarding the beneficiaries of the Trust; and
3. The remaining parties may file dispositive motions during the suspension of trial


///
///
///
///
///
///
///
///
///
///

1 to address Plaintiff's remaining claims.

2 Dated: May 9, 2019.

Dated: May _____, 2019.

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

4 By: 
5 SAMUEL S. LIONEL, ESQ.
6 THOMAS FELL, ESQ.
7 BRENOCH WIRTHLIN, ESQ.
8 300 South Fourth Street, Suite 1400
9 Las Vegas, Nevada 89101
10 Attorneys for SIGMUND ROGICH,
11 individually and as Trustee of The Rogich
12 Family Irrevocable Trust and IMITATIONS,
13 LLC

By: _____
MARK G. SIMONS, ESQ.
SIMONS HALL JOHNSTON PC
6490 South McCarran Blvd., #20
Reno, Nevada 89509
Attorneys for Nanyah Vegas, LLC

10 Dated: May _____, 2019.

11 **BAILEY KENNEDY**

12 By: _____
13 DENNIS KENNEDY, ESQ.
14 JOSEPH LIEBMAN, ESQ.
15 8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Eldorado Hills, LLC

16 **ORDER**

17 Given the above Stipulation of the parties,

18 IT IS SO ORDERED this 14 day of May, 2019.

19
20
21 
22 DISTRICT COURT JUDGE
23
24
25
26
27
28

1 to address Plaintiff's remaining claims.

2 Dated: May ____, 2019.

Dated: May ____, 2019.

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


4

5 By: _____
6 SAMUEL S. LIONEL, ESQ.
7 THOMAS FELL, ESQ.
8 BRENOCH WIRTHLIN, ESQ.
9 300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Attorneys for SIGMUND ROGICH,
individually and as Trustee of The Rogich
Family Irrevocable Trust and IMITATIONS,
LLC

By: _____
MARK G. SIMONS, ESQ.
SIMONS HALL JOHNSTON PC
6490 South McCarran Blvd., #20
Reno, Nevada 89509
Attorneys for Nanyah Vegas, LLC

10 Dated: May 9, 2019.

11 **BAILEY KENNEDY**

12 By: 
13 DENNIS KENNEDY, ESQ.
14 JOSEPH LIEBMAN, ESQ.
15 8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Eldorado Hills, LLC

16 **ORDER**

17 Given the above Stipulation of the parties,

18 IT IS SO ORDERED this ____ day of May, 2019.

19

20

21

DISTRICT COURT JUDGE

22

23

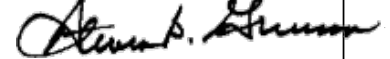
24

25

26

27

28



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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,
v.

**NOTICE OF ENTRY OF
STIPULATION AND ORDER
SUSPENDING JURY TRIAL**

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,
v.

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

TELD, LLC, a Nevada limited liability
company; PETER ELIADAS, individually and
as Trustee of the 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 16TH day of May, 2019, a **STIPULATION AND ORDER SUSPENDING JURY TRIAL** was entered in the above case. A copy is attached hereto.

DATED May 16, 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 April 26, 2019, I caused to be electronically served through the Court's e-service/e-
4 filing system, true and correct copies of the foregoing **NOTICE OF ENTRY OF**
5 **STIPULATION AND ORDER SUSPENDING JURY TRIAL** properly addressed to the
6 following:

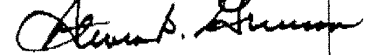
7
8 Mark Simons, Esq.
9 **SIMONS HALL JOHNSTON PC**
6490 South McCarran Blvd., #F-46
Reno, Nevada 89509
10 *Attorney for Plaintiff Nanyah Vegas, LLC*

11 Charles E. ("CJ") Barnabi, Jr.
12 **COHEN JOHNSON PARKER EDWARDS**
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
BAILEY ♦ KENNEDY
17 8984 Spanish Ridge Avenue
Las Vegas, NV 89148
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 16, 2019

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



ORDR

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

FENNEMORE CRAIG, P.C.

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

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

Defendants.

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**STIPULATION AND ORDER
SUSPENDING JURY TRIAL**

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

WHEREAS, on April 30, 2019, the Court entered an Order, wherein Defendant The Rogich Family Irrevocable Trust was dismissed with prejudice;

WHEREAS, the Defendants provided stipulated conditions for suspending the jury trial, which were placed upon the record, agreed to by all parties and approved by the Court; and

WHEREAS, as trial was suspended, this stipulation shall be consistent with the stipulated conditions previously agreed to by the parties.

1. The trial in this matter is suspended;
2. The Rogich Family Irrevocable Trust is not required to provide any names or information regarding the beneficiaries of the Trust; and
3. The remaining parties may file dispositive motions during the suspension of trial


///
///
///
///
///
///
///
///
///
///

1 to address Plaintiff's remaining claims.

2 Dated: May 9, 2019.

Dated: May _____, 2019.

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

4 By: 
5 SAMUEL S. LIONEL, ESQ.
6 THOMAS FELL, ESQ.
7 BRENOCH WIRTHLIN, ESQ.
8 300 South Fourth Street, Suite 1400
9 Las Vegas, Nevada 89101
10 Attorneys for SIGMUND ROGICH,
11 individually and as Trustee of The Rogich
12 Family Irrevocable Trust and IMITATIONS,
13 LLC

By: _____
MARK G. SIMONS, ESQ.
SIMONS HALL JOHNSTON PC
6490 South McCarran Blvd., #20
Reno, Nevada 89509
Attorneys for Nanyah Vegas, LLC

10 Dated: May _____, 2019.

11 **BAILEY KENNEDY**

12 By: _____
13 DENNIS KENNEDY, ESQ.
14 JOSEPH LIEBMAN, ESQ.
15 8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Eldorado Hills, LLC

16 **ORDER**

17 Given the above Stipulation of the parties,

18 IT IS SO ORDERED this 14 day of May, 2019.

19
20
21 
22 DISTRICT COURT JUDGE
23
24
25
26
27
28

1 to address Plaintiff's remaining claims.

2 Dated: May ____, 2019.

Dated: May ____, 2019.


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

4
5 By: _____
6 SAMUEL S. LIONEL, ESQ.
7 THOMAS FELL, ESQ.
8 BRENOCH WIRTHLIN, ESQ.
9 300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Attorneys for SIGMUND ROGICH,
individually and as Trustee of The Rogich
Family Irrevocable Trust and IMITATIONS,
LLC

By: _____
MARK G. SIMONS, ESQ.
SIMONS HALL JOHNSTON PC
6490 South McCarran Blvd., #20
Reno, Nevada 89509
Attorneys for Nanyah Vegas, LLC

10 Dated: May 9, 2019.

11 **BAILEY KENNEDY**

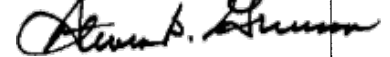
12
13 By:  _____
14 DENNIS KENNEDY, ESQ.
15 JOSEPH LIEBMAN, ESQ.
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Eldorado Hills, LLC

16 **ORDER**

17 Given the above Stipulation of the parties,

18 IT IS SO ORDERED this ____ day of May, 2019.

19
20
21 _____
22 DISTRICT COURT JUDGE
23
24
25
26
27
28



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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

NANYAH VEGAS, LLC, a Nevada limited
liability company,

Plaintiff,

v.

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

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

**DEFENDANT THE ROGICH FAMILY
IRREVOCABLE TRUST'S MOTION
FOR ATTORNEYS' FEES AND COSTS**

HEARING REQUESTED

CONSOLIDATED WITH:

CASE NO.: A-16-746239-C

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6

7
8
9
10
11
12
13

14

15

16
17
18
19
20
21

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF HEARING

TO: PLAINTIFF NANYAH VEGAS, LLC AND ITS COUNSEL:

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing
DEFENDANT THE ROGICH FAMILY IRREVOCABLE TRUST’S MOTION FOR ATTORNEYS’ FEES AND COSTS 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 21, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch R. Wirthlin
Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com
*Attorneys for Sigmund Rogich, Individually
and as Trustee of the Rogich Family
Irrevocable Trust and Imitations, LLC*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16
17
18
19
20
21
22
23
24
25
26
27
28

17
18
19
20
21
22
23
24
25
26
27
28

19
20
21
22
23
24
25
26
27
28

22
23
24
25
26
27
28

26
27
28

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**THE FEES INCURRED TO SUCCESSFULLY LITIGATE
THIS ACTION ARE REASONABLE**

10. To date, Fennemore Craig, P.C. has billed the Defendants a total of 2,577.10 attorney/paralegal hours, representing a total fee expenditure of \$1,246,711.²

11. This amount is extremely reasonable given the Rogich Trust's primary litigation goals were achieved -- obtain Judgment in their favor and against Plaintiff.

12. Each of the attorneys/paralegal working on this file, including myself, only took those actions throughout this case that were necessary to insure that Defendant's litigation goals were achieved.

13. Moreover, discrete tasks on this file were assigned to an attorney/paralegal based on the experience level needed to achieve the desired result.

14. This, too, resulted in a lowering of the Rogich Trust's fees, as attorneys with higher billing rates were not employed to conduct menial tasks that could just as easily have been accomplished by a lower-level attorney or employee.

15. Even though all such cost-savings measures above were followed on this matter, the difficulties and intricacies required in building Defendants' defenses and claims against Plaintiff required this office to participate in discovery and also drafting various motions, oppositions and reply briefs, consisting of hundreds of pages of briefing/exhibits/orders.

16. In my professional opinion, the fees expended by Defendants and this office to accomplish Defendants' litigation goals are reasonable.

17. I am competent to testify to each of the facts asserted herein.

///

///

///

² In computing such total, each attorney/paralegal working on the file would directly enter his/her own time into Fennemore Craig, P.C.'s billing program. This program then logs all of the time spent by each attorney/paralegal, multiplies that time spent by the appropriate attorney's/paralegal's billing rate for this file, and renders a total. These totals are then tallied each month, and a bill is generated for the client. It is from these detailed records that the total attorneys' fees are generated.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under the penalty of perjury the foregoing is true and correct to the best of my knowledge and belief.

DATED: May 21, 2019.

/s/ Brenoch Wirthlin, Esq.
BRENOCH WIRTHLIN, ESQ.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff filed two (2) lawsuits against Defendant The Rogich Trust, with the most recently lawsuit being filed on November 4, 2016. Just three (3) days prior to the second lawsuit being filed, Plaintiff questioned the validity of its claims against Defendant The Rogich Trust.

In an effort to avoid continued litigation and to resolve this matter, on October 29, 2018, 2018, Defendants extended an offer of judgment to the Plaintiff in the amount of \$50,000.00 (the “Offer”). Unfortunately, Plaintiff rejected the Offer and did not propose a counter-offer. Due to Plaintiff’s decision, this matter had to continue through the motions in limine, trial preparation and proceeding to trial, causing The Rogich Trust to incur substantial fees and costs when this matter could have reasonably been settled much earlier. As a result of Plaintiff’s refusal to accept a reasonable settlement offer, Defendant The Rogich Trust requested the Court to take judicial notice of NRS 163.120 on April 15, 2019 (the “Judicial Notice Request”). After Plaintiff requested the Court to address Defendant The Rogich Trust’s Judicial Notice Request and giving the parties an opportunity to fully brief the issue, the Court dismissed Defendant The Rogich Trust from the lawsuit on April 22, 2019. The Court enter its Order dismissing Defendant The Rogich Trust from the lawsuit on April 30, 2019.

As judgment has been entered in favor of the Defendant The Rogich Trust on Plaintiff’s claims, Defendant The Rogich Trust is the prevailing party in this action. Therefore it is entitled to an award of its reasonable attorneys’ fees and costs pursuant to NRS § 18.010(1), NRS § 18.020(3), and NRCP 68.

II. STATEMENT OF FACTS

1. Mr. Harlap (Nanyah’s sole managing member) sent an e-mail to Mr. Huerta on November 1, 2016, in which he questioned the validity of Nanyah’s claims against Defendant The Rogich Trust. *See* November 1, 2016 e-mail, attached as **Exhibit 2**.
2. Plaintiff filed the instant action on November 3, 2016.
3. Defendant The Rogich Trust filed its Answer.

1 4. Defendants served an Offer of Judgment on Plaintiff on October 29, 2018. *See*
2 Offer of Judgment, attached as **Exhibit 3**.

3 5. Defendant The Rogich Trust requested the Court to take judicial notice of NRS
4 163.120 on April 15, 2019.

5 6. On April 16, 2019, Plaintiff filed its Emergency Motion to Address Defendant The
6 Rogich Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS
7 163.120.

8 7. On April 18, 2019, Defendant The Rogich Trust filed its Opposition to Plaintiff's
9 Emergency Motion to Address Defendant The Rogich Trust's NRS 163.120 Notice and/or Motion
10 to Continue Trial for Purposes of NRS 163.

11 8. At the telephonic hearing held on April 18, 2019 at 4:00 p.m., the Court denied
12 Plaintiff's Motion to Continue Trial and requested the parties to file supplemental briefing as to
13 the NRS 163.120.

14 9. After hearing arguments from the parties, on April 22, 2019, the Court dismissed
15 Defendant The Rogich Trust from the lawsuit.

16 10. The Court enter its Order dismissing Defendant The Rogich Trust from the lawsuit
17 on April 30, 2019.

18 **III. LAW & ARGUMENT**

19 **A. The Trust is entitled to recovery of its costs incurred in this action.**

20 Section 18.020(3) of the Nevada Revised Statutes provides as follows:

21 *Costs must be allowed of course* to the prevailing party against any adverse party
22 against whom judgment is rendered, in the following cases:

23 ...

24 3. In an action for the recovery of money or damages, *where the plaintiff*
25 *seeks to recover more than \$2,500.*

26 ...

27 Nev. Rev. Stat. Ann. § 18.020 (West). There is no dispute Plaintiff sought “[g]eneral damages in
28 an amount in excess of \$15,000”, triggering NRS § 18.020(3). *See* Complaint at p. 6. Further,

1 pursuant to this statute, the Supreme Court of Nevada has determined that in order to be a
2 prevailing party a party “must win on at least one of its claims.” *Golightly & Vannah, PLLC v.*
3 *TJ Allen, LLC*, 132 Nev. Adv. Op. 41, 373 P.3d 103, 107 (2016). There is no dispute that the
4 Trust is the prevailing party on all of the Plaintiff’s claims. The Trust timely filed its
5 Memorandum of Costs in this matter, demonstrating its entitlement to its costs in the amount of
6 \$30,623.40. *See* Memorandum of Costs, **Exhibit 4** hereto.

7 **B. Defendant The Rogich Trust is entitled to its attorneys’ fees incurred from**
8 **the inception of this litigation pursuant to the terms of the applicable Plan**
9 **Document.**

10 NRS 18.010 governs an award of attorneys’ fees and states, in relevant part, as
11 follows:

12 “2. In addition to the cases where an allowance is authorized by specific statute,
13 the court may make an allowance of attorney’s fees to a prevailing party:

14 (a) **When the prevailing party has not recovered more than \$20,000;** or

15 (b) Without regard to the recovery sought, **when the court finds that the**
16 **claim...**of the opposing party was **brought** or maintained without reasonable ground or to
17 harass the prevailing party. The court shall liberally construe the provisions of this
18 paragraph in favor of awarding attorney’s fees in all appropriate situations. It is the intent
19 of the Legislature that the court award attorney’s fees pursuant to this paragraph and
20 impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all
21 appropriate situations to punish for and deter frivolous or vexatious claims and defenses
22 because such claims and defenses overburden limited judicial resources, hinder the timely
23 resolution of meritorious claims and increase the costs of engaging in business and
24 providing professional services to the public.” NRS 18.010(2)(Emphasis Added).

25 Here, it is clear that The Rogich Defendant has not recovered more than \$20,000.
26 Further, just 3 days prior to filing this action, Plaintiff’s own managing member (Yoav Harlap)
27 questioned the validity of its claims. Based upon Mr. Harlap’s e-mail, this lawsuit was and is the
28 statutory definition of frivolous that NRS 18.010(2)(b) was intended to prevent from being filed.

1 As set forth below, Defendant Rogich Trust has incurred the amount of \$1,246,711 from
2 inception and \$454,229 from the date of the offer of judgment. See Exhibit 1; see also in
3 attorneys' fees in this matter. See Redacted Billing History will be provided at a future date. Such
4 fees were reasonably and necessarily incurred, as demonstrated below, and pursuant to NRS is
5 entitled to the entirety of its attorneys' fees incurred herein.

6
7 **C. Defendant The Rogich Trust is entitled to the portion of its fees incurred after**
8 **the rejection of its Offer by Plaintiff on the additional bases set forth in NRCP**
9 **68.**

10 As set forth above, Plaintiff is entitled to its entire attorneys' fees and costs incurred
11 herein. In addition, Defendant The Rogich Trust is entitled to all attorneys' fees and costs
12 incurred after service of its Offer pursuant to the additional bases set forth in NRCP 68, which
13 provides as follows:

14 (e) Failure to Accept Offer. If the offer is not accepted within 14 days after service,
15 it will be considered rejected by the offeree and deemed withdrawn by the offeror.
16 Evidence of the offer is not admissible except in a proceeding to determine costs,
17 expenses, and fees. The fact that an offer is made but not accepted does not
18 preclude a subsequent offer. With offers to multiple offerees, each offeree may
19 serve a separate acceptance of the apportioned offer, but if the offer is not accepted
20 by all offerees, the action will proceed as to all. Any offeree who fails to accept the
21 offer may be subject to the penalties of this rule.

22 (f) Penalties for Rejection of Offer.

23 (1) In General. **If the offeree rejects an offer and fails to obtain a more**
24 **favorable judgment:**

25 (A) the offeree cannot recover any costs, expenses, or attorney fees
26 and may not recover interest for the period after the service of the
27 offer and before the judgment; and

28 (B) the offeree must pay the offeror's post-offer costs and
expenses, including a reasonable sum to cover any expenses
incurred by the offeror for each expert witness whose services
were reasonably necessary to prepare for and conduct the trial
of the case, applicable interest on the judgment from the time of
the offer to the time of entry of the judgment and reasonable
attorney fees, if any be allowed, actually incurred by the offeror
from the time of the offer. If the offeror's attorney is collecting a

1 contingent fee, the amount of any attorney fees awarded to the party
2 for whom the offer is made must be deducted from that contingent
3 fee.

4 (2) Multiple Offers. The penalties in this rule run from the date of service
5 of the earliest rejected offer for which the offeree failed to obtain a more
6 favorable judgment.

7 Nev. R. Civ. P. 68 (emphasis added).

8 On October 29, 2018, Defendants extended an offer of judgment to the Plaintiff in the
9 amount of \$50,000.00 (the "Offer"). See Exhibit 2. Plaintiff rejected such offer and failed to
10 obtain a more favorable judgment. Accordingly, pursuant to NRCPP 68, the Defendant The
11 Rogich Trust is entitled to its fees incurred after service of the Offer of Judgment: \$454,229.

12 **D. The Defendant The Rogich Trust's attorneys' fees incurred are reasonable.**

13 In determining whether fees expended are reasonable, the Nevada Supreme Court has
14 considered the following factors, often referred to as the *Brunzell* factors:

15 (1) the qualities of the advocate; his ability, training, education, experience,
16 professional standing and skill; (2) the character of the work to be done; its
17 difficulty, intricacy, importance, the time and skill required, the responsibility
18 imposed and the prominence and character of the parties when they affect the
19 importance of the litigation; (3) the work actually performed by the lawyer; the
20 skill, time and attention given to the work; and (4) the result: whether the attorney
21 was successful and what benefits were derived.

22 *Schouweiler v. Yancy Company*, 101 Nev. 827, 834, 712 P.2d 786, 790 (1985) (citing *Brunzell v.*
23 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31 (1969)).

24 **1. Qualities of Advocate**

25 The qualities of the advocates support the requested fee amount. Fennemore Craig, P.C.
26 is as an AV-law firm by Martindale-Hubbell, the highest rating available from that respected
27 service. Exhibit 1, at ¶ 7. The lead attorney, Samuel Lionel, has practiced in the areas of
28 commercial litigation since being admitted to practice in Nevada in 1954 and has an AV
Preeminent Rating from Martindale Hubbell. *Id.* at ¶ 8. Brenoch Wirthlin, the attorney assisting
Mr. Lionel in this matter, has practiced for nearly thirteen years, including as a partner in
Fennemore Craig's Business Litigation, and has been recognized as *Mountain States' Super*

1 *Lawyers Rising Star* in Business Litigation from 2014-2018, *Nevada Business Magazine's* "Best
2 Up and Coming Attorneys" for 2014-2015, *Benchmark Litigation's* Under 40 Hot list for 2018,
3 and *Nevada Business Magazine's* "Legal Elite" for 2018. *Id.*

4 **2. Character of Work and Work Actually Performed**

5 During the course of representing Defendants in this particular matter, Fennemore Craig
6 expended a total of 2,577.10 hours, billed and unbilled, through April 22, 2019, representing a fee
7 expenditure of \$1,246,711. *Id.* The fees incurred in the prosecution of this matter are
8 authenticated by the Declaration of Brenoch R. Wirthlin, Esq. *Id.*

9 Defendants' attorney's fees are itemized in the redacted history bill for Fennemore Craig
10 (Exhibit 5). These fees were determined by multiplying the total hours worked by the attorneys
11 handling the file by the applicable hourly rate. In computing these billings, daily time was entered
12 into Fennemore Craig's billing program and turned over to the accounting department. *Id.* Each
13 attorney who devoted time to the case, at or about the time the services were rendered, noted the
14 time spent, and prepared a description of the work completed. *Id.* The time was submitted to the
15 accounting department to prepare monthly billing invoices. *Id.* It is through this accounting
16 process that the total fee amount expended on this matter was reached. *Id.*

17 Fennemore Craig's prevailing rates on this matter were: \$360-\$650 per hour for directors,
18 \$300-\$330 per hour for associate attorneys, and \$190-\$220 per hour for paralegals working on the
19 case. *Id.* It is submitted that Fennemore Craig's normal hourly billing rate is commensurate for
20 attorneys of the same experience and reputation in this market and is similar to the rates charged
21 to other clients for similar work. *Id.*

22 The fees incurred were reasonable and necessary to obtain a successful result in this
23 matter. The fees incurred during this time period were necessary to allow Defendant The Rogich
24 Trust to fully understand the claims against it, to investigate their defenses to this action and fully
25 defend against the claims. *Id.* at ¶ 13.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. The Difficulty of the Work

This case was somewhat complex in nature in that it required extensive legal research and synthesis of large amounts of information and data. As a result, the fees incurred by Defendant The Rogich Trust and this office to achieve a successful result were both reasonable and necessary given the circumstances and the subject matter involved. *Id.* at ¶ 16. In addition, as set forth above, due to Plaintiff's unwillingness to accept Defendants' reasonable offer, or provide a counteroffer, the litigation was extended through the entirety of the discovery period, to dispositive motions.

4. The Result Obtained

The undersigned counsel achieved the most favorable possible result for Defendant The Rogich Trust – judgment of dismissal in its favor.

IV. CONCLUSION

For the foregoing reasons, Defendant The Rogich Trust requests that the Court enter Judgment in its favor and against Plaintiff for costs in the amount of 4,1246,711 and fees in the amount of 430,623.40 plus statutory interest from the date of the award until paid in full, and grant such other and further relief as the Court deems appropriate.

DATED: May 21, 2019.

FENNEMORE CRAIG, P.C.

By: /s/ Brenoch R. Wirthlin
Samuel S. Lionel, Esq. (Bar No. 1766)
Thomas Fell, Esq. (Bar No. 3717)
Brenoch Wirthlin, Esq. (Bar No. 10282)
300 S. Fourth Street, Suite 1400
Las Vegas, Nevada 89101
Tel.: (702) 692-8000; Fax: (702) 692-8099
Email: slionel@fclaw.com
bwirthlin@fclaw.com
*Attorneys for Sigmund Rogich, Individually
and as Trustee of the Rogich Family
Irrevocable Trust and Imitations, LLC*

EXHIBIT 1

[illegible]

TOTAL HOURS AND FEES

| SERVICES PERFORMED BY | | TITLE | HOURS | RATE | AMOUNT |
|-----------------------|-----------|-------|--------|--------|------------|
| Brenoch Wirthlin | Director | | 49.50 | 360.00 | 17,820.00 |
| | Director | | 361.90 | 380.00 | 137,522.00 |
| Tom Fell | Director | | 89.00 | 650.00 | 57,850.00 |
| Samuel Lionel | Director | | 211.20 | 650.00 | 137,280.00 |
| Liz Delnegro | Associate | | 27.60 | 290.00 | 8,004.00 |
| Daniel Maul | Paralegal | | 2.70 | 0.00 | 0.00 |
| Daniel Maul | Paralegal | | 40.90 | 210.00 | 8,589.00 |
| Jon Linder | Paralegal | | 51.00 | 220.00 | 11,220.00 |
| Daniel Maul | Paralegal | | 345.20 | 220.00 | 75,944.00 |

TOTAL CURRENT FEES

| <u>DATE</u> | <u>COSTS ADVANCED</u> | <u>UNITS</u> | <u>AMOUNT</u> | <u>CARD #</u> |
|-------------|--|--------------|---------------|---------------|
| 10/29/2018 | Messenger Services - M. Byrd (per D. Maul & B. Wirthlin): deliver offer of judgment in Huerta et al. vs. Rogich et al. | 1 | 24.00 | 5796513 |
| 10/30/2018 | In-House Document Prod. - General Copies | 19 | 3.80 | 5795853 |
| 11/01/2018 | Certified copies - PETTY CASH - LAS VEGAS - #9194 | 1 | 3.00 | 5797632 |
| 11/05/2018 | Westlaw/Lexis Electronic Research - WIRTHLIN, BRENOCH | 1 | 59.50 | 5798323 |
| 11/08/2018 | Westlaw/Lexis Electronic Research - FARNHAM, DENISE | 1 | 40.50 | 5798452 |
| 11/09/2018 | Recording fee - NV SECRETARY OF STATE - NVSOS - Entity Copies; Copies - Certification of Document, SIGMUND ROGICH | 1 | 164.00 | 5797963 |

*** continued on next page ***

DATE

DESCRIPTION OF SERVICES

HOURS

RATE

AMT

TASK
CODE

ACT.
CODE

CARD #

TOTAL HOURS AND FEES

SERVICES PERFORMED BY

TITLE

HOURS

RATE

AMOUNT

Brenoch Wirthlin Director 18.20 345.00 6,279.00
Brenoch Wirthlin Director 196.00 360.00 70,560.00
Brenoch Wirthlin Director 361.90 380.00 137,522.00
Tom Fell Director 89.00 650.00 57,850.00
Samuel Lionel Director 1,311.20 650.00 852,280.00
Liz Delnegro Associate 27.60 290.00 8,004.00
Brandi Planet Of Counsel 2.60 350.00 910.00
Daniel Maul Paralegal 124.40 210.00 26,124.00
Jon Linder Paralegal 51.00 220.00 11,220.00
Daniel Maul Paralegal 345.20 220.00 75,944.00

*** continued on next page ***

2,527.10 1,246,711

EXHIBIT 2

From: **Yoav Harlap** Yoav.Harlap@Nanyah.com
Subject: RE: the email Stephen Odzer gave me
Date: November 1, 2016 at 4:24 AM
To: **Carlos Huerta** carlos@goglobalproperties.com



Carlos,

I will not come to Vegas before next Wednesday earliest so if you are back by Tuesday if I remember right then this is not a problem at all. In the meantime I assume we can conduct that phone call with Mark as planned?

I still need to read though the material you already sent me. I need to get to the bottom of how my money and interest first was recorded, then supposedly shifted from Canamex to Eldorado Hills LLC as that process is yet unclear to me so as to see how secure, evident and strong my case against him is or my rights at Eldorado Hills. I need to understand if my interest in Eldorado Hills LLC was established in a form that would have reasonably required him to pass through me when he "gave away" the company and to either pay me/us and/or perhaps give it to us for example once "giving for free" was the case. Did he ever for example give us any written notice that he intends to give it away? Did he actually officially inform us in retrospect? Did he have to? What was the set of documents that supported the transition of my funds to be routed the way they were, etc.

These are some basic questions that I intend to get to the bottom of.

Yoav

From: Carlos Huerta [<mailto:carlos@goglobalproperties.com>]
Sent: Tuesday, November 01, 2016 8:55 AM
To: Yoav Harlap
Subject: Re: the email Stephen Odzer gave me

I read this letter.

Eldorado Hills was Sig's deal. He brought it to me and asked me to help with the development and to raise capital for it. The biggest mistake I made was having friends and trusted people invest, along with me, in a deal that Sig Rogich put together and asked me to be involved in. When he first brought me into this, I had no idea that he would behave this way, mostly because he had made so much money with Jacob and I previously. Once he hired Sam Lionel, began treating Jacob the way that he did, and my lawyer was able to obtain those emails and we found the check that he received and the property he now owns, it became clear.

We have pages and pages of documents that show what he is about. If and when you're ready to see more, I'll start sending them to you.

You and I should talk again, before our ConCall with Mark Simons. I would have preferred to have gone to Mark's office and be there while we speak with you, but I am not going to delay my trip back east. A dear friend of mine from elementary school, junior high school, and high school passed away last week at age 47. He was in need of a heart transplant and

HUERTA 000635

JA_007627

never received it. Paying my respects to the family is more important than Sig Rogich and his bullshit.

Carlos Huerta, Principal
Go Global Properties
3060 E. Post Road, Suite 110
Las Vegas, NV 89120
T: 702.516.5475
F: 702.726.2794

On Oct 31, 2016, at 3:53 PM, Yoav Harlap <Yoav.Harlap@Nanyah.com>
wrote:

Sent from my Samsung Galaxy smartphone.
<20161031_185240.jpg>

HUERTA 000636

JA_007628

EXHIBIT 3

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 v.

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

18 Defendants.

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

21 Plaintiff,

22 v.

23 TELD, LLC, a Nevada limited liability
24 company; PETER ELIADES, individually and
25 as Trustee of The Eliades Survivor Trust of
26 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,

27 Defendants.

28 ///

CASE NO.: A-13-686303-C

DEPT. NO.: XXVII

OFFER OF JUDGMENT TO PLAINTIFF
NANYAH VEGAS, LLC

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OFFER OF JUDGMENT TO PLAINTIFF NANYAH VEGAS, LLC

TO: PLAINTIFF NANYAH VEGAS, LLC; and


TO: MARK SIMONS, ESQ., its attorney:

Pursuant to N.R.C.P. 68, Defendants, SIGMUND ROGICH, individually and as Trustee of The Rogich Family Irrevocable Trust and IMITATIONS, LLC (collectively, the "Defendants"), hereby offer to allow judgment to be taken in favor of Plaintiff NANYAH VEGAS, LLC (the "Plaintiff") and against Defendants, jointly, for **Fifty Thousand and 00/100 Dollars (\$50,000.00)**. Acceptance of this offer precludes any additional award of interest, costs or attorneys' fees to Plaintiff as such items are already included in this offer.

This offer of Judgment is not an admission of liability but is an offer of compromise made for the purposes specified in N.R.C.P. 68. If not accepted within ten (10) days from service, this Offer of Judgment shall be deemed rejected.

Dated this 29th day of October, 2018.

FENNEMORE CRAIG, P.C.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECEIPT OF COPY

I hereby acknowledge receipt of copy of the foregoing **OFFER OF JUDGMENT TO PLAINTIFF NANYAH VEGAS, LLC** on this 29th day of October, 2018.

Simons Law, PC

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

EXHIBIT 4