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 Attorneys for Plaintiffs

6 **UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

8 OHAN MANOUKIAN, an Individual;  
 and NORA MANOUKIAN, an  
 Individual,

CASE NO.: 2:09-CV-01334-PMP-PAL

9 Plaintiffs,

10 vs.

11 VITO A. LONGO, an Individual;  
 EQUIPMENT MANAGEMENT  
 12 TECHNOLOGY, a Nevada  
 Corporation; VERDE ACRES, LLC, a  
 13 Nevada Limited Liability Company;  
 DOE DEFENDANTS 1 through 10; and  
 14 ROE ENTITIES 1 through 10,

15 Defendants.

16 **STIPULATED PARTIAL JUDGMENT**  
**(AGAINST VERDE ACRES, LLC)**

18 COME NOW, Plaintiffs OHAN MANOUKIAN and NORA MANOUKIAN, by and  
 19 through their attorney, R. DUANE FRIZELL, ESQ. of the law firm CALLISTER & FRIZELL;  
 20 and Defendant VERDE ACRES, LLC, by and through its attorney, LUIS AYON, ESQ. of the  
 21 law firm FOX ROTHSCHILD, LLP, and do hereby tender to the Court this Stipulated Partial  
 22 Judgment (Against Verde Acres, LLC). In this connection, these Plaintiffs and this Defendant  
 23 (the "Parties") hereby stipulate and agree that partial judgment in this action should be rendered  
 24 as follows:  
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- 26 1. Plaintiffs have valid claims against Defendant Verde Acres, LLC, as set forth in  
 27 Plaintiffs' live pleadings.  
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2. Partial Judgment shall be rendered for Plaintiffs and against *Defendant Verde Acres, LLC* in the following amounts:

Promissory note principal:	\$425,000.00
Interest on the note:	<u>\$130,965.00</u>
<b>Total:</b>	<b>\$555,965.00</b>

3. The Partial Judgment shall allow post-judgment interest to accrue at the rate of 5.00% per year.

4. The Partial Judgment shall provide that Plaintiffs, and each of them, shall be jointly entitled to the Total above as well as to any and all post-judgment interest thereon.

5. The Partial Judgment shall provide that Plaintiffs and Defendant Verde Acres, LLC (and each of them) shall bear and be responsible for their own attorney fees and court costs.

6. The Parties stipulate and agree that pursuant to FRCP 54(b), there is no just reason for delay and that the Partial Judgment shall provide that it is a final judgment as to these Parties, adjudicating all claims and all issues between Plaintiffs and Defendant Verde Acres, LLC.

7. The Parties stipulate and agree that, by entering into this Stipulated Partial Judgment, Plaintiffs do not waive their right to seek non-dischargeability of the Partial Judgment amount in any bankruptcy case Verde Acres, LLC may file. The parties agree that in the event Verde Acres, LLC files a bankruptcy petition, Plaintiffs may seek non-dischargeability of the Partial Judgment in such bankruptcy case or cases based upon the underlying facts of this matter. The Parties stipulate and agree that by entering into this Partial Judgment, Plaintiffs do

1 not waive any claims they currently have against Verde Acres, LLC unless and  
2 until Verde Acres, LLC has paid the Partial Judgment to Plaintiffs in full. The  
3 Parties further stipulate and agree that no payments Verde Acres, LLC has made  
4 (or will make) to Plaintiffs under the Partial Judgment are avoidable under any  
5 term of Title 11 of the United States Code; neither are they subject to return to  
6 Verde Acres, LLC or the Verde Acres, LLC's bankruptcy estate under any term  
7 of Title 11 of the United States Code. The Parties stipulate and agree that  
8 Plaintiffs may contest the dischargeability of the Partial Judgment on any  
9 grounds, including without limitation the grounds of fraud, and that in any  
10 bankruptcy proceeding, Plaintiffs shall not be barred from contesting  
11 dischargeability on the basis of any statute of limitations. To this end, the Parties  
12 stipulate and agree that the statutes of limitations for any grounds to contest  
13 dischargeability in bankruptcy are hereby expressly waived by Defendant Verde  
14 Acres, LLC, and that such statutes of limitations shall be tolled up to and  
15 including the date and time that Verde Acres, LLC files for bankruptcy. The  
16 Parties stipulate and agree that if Plaintiffs prevail in any non-dischargeability  
17 action against Verde Acres, LLC, Plaintiffs shall recover from the non-prevailing  
18 party that filed for bankruptcy their reasonable attorney fees and court costs that  
19 they incurred in the non-dischargeability action.  
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- 22 8. This Stipulated Partial Judgment shall not be construed to be a waiver or  
23 adjudication of any of Plaintiffs' claims against any individual or entity that is not  
24 a party to this Stipulated Partial Judgment, including without limitation  
25 Defendants Equipment Management Technology and Vito A. Longo.  
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9. The Partial Judgment shall provide that any and all relief not specifically granted in the Partial Judgment with respect to claims and issues involving Plaintiffs and Defendant Verde Acres, LLC shall be DENIED.

IT IS SO STIPULATED.

Dated: January 31, 2011  
CALLISTER & FRIZELL

Dated: January 31, 2011  
FOX ROTHSCHILD, LLP

By:   
R. DUANE FRIZELL, ESQ.  
Nevada Bar No. 009807  
8275 S. Eastern Ave., Ste. 200  
Las Vegas, Nevada 89123  
*Attorneys for Plaintiffs*

By:   
LUIS AYON, ESQ.  
Nevada Bar No. 009752  
3800 H. Hughes Pkwy., #500  
Las Vegas, Nevada 89169  
*Attorneys for Defendants*

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**PARTIAL JUDGMENT**

Based on the foregoing stipulation of the Plaintiffs and Defendant Verde Acres, LLC, and the pleadings and papers on file with the Court Clerk, the Court finds good, just, and sufficient cause for rendering a Partial Judgment in accordance with the terms of the Parties' stipulation.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. Plaintiffs have valid claims against Defendant Verde Acres, LLC, as set forth in Plaintiffs' live pleadings.
2. Judgment is hereby rendered for Plaintiffs and against *Defendant Verde Acres, LLC* in the following amounts:

Promissory note principal:	\$425,000.00
Interest on the note:	<u>\$130,965.00</u>
<b>Total:</b>	<b>\$555,965.00</b>
3. Post-judgment interest shall accrue at the rate of 5.00% per year.
4. Plaintiffs, and each of them, shall be jointly entitled to the Total above as well as to any and all post-judgment interest thereon.
5. Plaintiffs and Verde Acres, LLC (and each of them) shall bear and be responsible for their own attorney fees and court costs.
6. Pursuant to FRCP 54(b), the Court hereby expressly determines there is no just reason for delay and that the Partial Judgment is a final judgment as to these

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Parties, adjudicating all claims and all issues between Plaintiffs and Defendant Verde Acres, LLC.

7. By entering into this Stipulated Partial Judgment, Plaintiffs do not waive their right to seek non-dischargeability of this Partial Judgment amount in any bankruptcy case Verde Acres, LLC may file. In the event Verde Acres, LLC files a bankruptcy petition, Plaintiffs may seek non-dischargeability of the Partial Judgment in such bankruptcy case or cases based upon the underlying facts of this matter. By entering into this Stipulated Partial Judgment, Plaintiffs do not waive any claims they currently have against Verde Acres, LLC unless and until Verde Acres, LLC has paid the Partial Judgment to Plaintiffs in full. No payments Verde Acres, LLC has made (or will make) to Plaintiffs under this Partial Judgment are avoidable under any term of Title 11 of the United States Code; neither are they subject to return to Verde Acres, LLC or the Verde Acres, LLC's bankruptcy estate under any term of Title 11 of the United States Code. Plaintiffs have preserved their right to prove the non-dischargeability of the Partial Judgment in the event Verde Acres, LLC files for bankruptcy. In such a case, Plaintiffs may contest the dischargeability of the Partial Judgment on any grounds, including without limitation the grounds of fraud, and in any bankruptcy proceeding, Plaintiffs shall not be barred from contesting dischargeability on the basis of any statute of limitations. To this end, the statutes of limitations for any grounds to contest dischargeability in bankruptcy are hereby expressly waived by Verde Acres, LLC, and such statutes of limitations shall be tolled up to and including the date and time that Verde Acres, LLC files for bankruptcy. If Plaintiffs prevail in any non-dischargeability action against Verde Acres, LLC,

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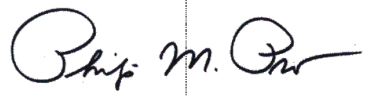
Plaintiffs shall recover from the non-prevailing party that filed for bankruptcy their reasonable attorney fees and court costs that they incurred in the non-dischargeability action.

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8. This Partial Judgment shall not be construed to be a waiver or adjudication of any of Plaintiffs' claims against any individual or entity that is not a party to this Partial Judgment, including without limitation Defendants Equipment Management Technology and Vito A. Longo.

9. Any and all relief not specifically granted in this Partial Judgment with respect to claims and issues involving Plaintiffs and Verde Acres, LLC is hereby DENIED.

IT IS SO ORDERED.



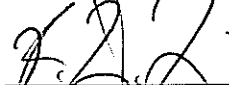
PHILIP M. PRO  
UNITED STATES DISTRICT JUDGE

DATED: February 1, 2011.

CASE NO.: 2:09-CV-01334-PMP-PAL

Submitted by:

CALLISTER & FRIZELL

By:   
R. DUANE FRIZELL, ESQ.  
Nevada Bar No. 009807  
8275 S. Eastern Ave., Ste. 200  
Las Vegas, Nevada 89123  
Attorneys for Plaintiffs


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VERIFICATION

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

I, VITO A. LONGO, on the behalf of VERDE ACRES, LLC, do hereby swear and affirm under penalty of perjury that the assertions in this Stipulated Partial Judgment are true; that I have read this entire Stipulated Partial Judgment (Against Verde Acres, LLC) and know the contents thereof; that I have obtained counsel on the behalf of VERDE ACRES, LLC to review the contents of this Stipulated Partial Judgment and have conferred with counsel, who has advised us as to such contents; that VERDE ACRES, LLC is voluntarily entering into this Stipulated Partial Judgment of its own free will and choice; that I have authority to bind VERDE ACRES, LLC in this Stipulated Partial Judgment.

  
VITO A. LONGO on the behalf of VERDE ACRES, LLC

Subscribed and sworn to before me  
in person this 31 day of January, 2011.

  
NOTARY PUBLIC in and for  
Said State and County

